



VIRTUAL CITY COUNCIL MEETING

Monday, April 19, 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, April 19, 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, April 19, 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, April 19, 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

CONSENT AGENDA

1. **ORDINANCE M-6-21:** Authorizing the Disposal of Listed Vehicles and Equipment Through Obenauf Auction Service, Inc., Round Lake, Illinois
2. **RESOLUTION R-76-21:** Terminating the License Agreement with Craft Management, Inc., for the Operation of a Concession in the Downtown Train Station and **RESOLUTION R-77-21:** Approving a License Agreement with Juice & Berry, LLC for the Operation of a Concession in the Downtown Train Station
3. **RESOLUTION R-78-21:** Approving a Professional Services Agreement with Northwest Community Healthcare for Occupational Health Services for the Period of May 1, 2021 Through May 31, 2024
4. **SECOND READING – ORDINANCE M-5-21:** Approving a New Class A Liquor License for La Auténtica Doñita Oaxaqueña, Inc., 1590 Rand Road
5. Minutes/Regular Meeting – April 5, 2021
6. Minutes/Closed Session – April 5, 2021

UNFINISHED BUSINESS

NEW BUSINESS

1. FINANCE & ADMINISTRATION – Alderman Malcolm Chester, Chair
 - a. Warrant Register in the Amount of \$3,297,620.13 – **RESOLUTION R-72-21**
2. COMMUNITY DEVELOPMENT – Alderman Denise Rodd, Chair
 - a. Consideration of a Conditional Use for the Property Located at 110 S. River Road for an Auto Service Repair Use – **ORDINANCE Z-32-21**
3. LEGAL & LICENSING – Alderman Carla Brookman, Chair
 - a. Consideration of a Sixth Amendment to the City Manager’s Employment Contract – **RESOLUTION R-60-21**
4. COMMUNITY SERVICES – Alderman Andrew Goczkowski, Chair
 - a. Consideration of Awarding 28 Grant Recipients Funding for the 2021 Social Services Program in an Amount Not-to-Exceed \$160,000 – **RESOLUTION R-75-21**

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

MEMORANDUM

Date: April 8, 2021

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

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

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

Subject: Disposal of City Vehicles/Equipment - Obenauf Auction Service

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

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

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

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

Attachments:

Attachment 1 – Obenauf Auction Services Consignment Form
Ordinance M-6-21
Exhibit A - Auction List of Vehicles and Equipment

Form to Consign an Item
to the Obenauf Auction Service "OnLine" Auction Website
www.ObenaufAuctionsOnLine.com

To list your item on this site - email all information to: Auctionjim@comcast.net

NAME OR COMPANY:

ADDRESS:

PHONE NUMBER(S):

EMAIL ADDRESS:

CONTACT PERSON:

~ Complete Description ~

Description

Type in complete description (SAMPLE DESCRIPTIONS BELOW)

.01

2014 GMC Yukon Denali VIN: ----- (72,633 miles) black, 5.7L gas, auto trans, 4x4, leather heated seats front and rear, power windows, running boards, double door in back, Bose stereo with 6 disc CD changer, interior in good condition with minor wear, fold down back seats, exterior has minor scratches and some small dings, tires like new, just had recent tune up, no rust, low miles for age.
Start @ \$500 Reserve @ \$3,500

.02

Kenmore 24 cu. inch almond side-by-side refrigerator/freezer, in good working condition and very clean, with bottom drawers. Keeps items cold, great for second refrigerator. Exterior has no dents or scratches.
Start @ \$15 (SAMPLE)

.03

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

Type in multiple items in this space.

~ Inspection and Pickup arrangements ~

CONTACT PERSON:

LOCATION:

HOURS:

PHONE NUMBER:

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

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

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

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

Seller _____ **Date:** _____

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

Obenauf Auction Service, Inc.

810 Magna Drive

Round Lake, IL 60073

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

CITY OF DES PLAINES

ORDINANCE M - 6 - 21

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

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

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

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

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

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

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

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

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

SECTION 2: AUTHORIZATION TO DISPOSE OF PERSONAL PROPERTY.

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 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 Authorizing Disposition of Property Vehicles and Equipment via Obenauf Auction Service 2021

2021 Auction List

Asset #	Year	Make	Model	Description	VIN	Estimated Salvage Value	Minimum Bid
2001	2006	Ford	Explorer	Passenger Vehicle	1FMEU73E36UB31673	\$ 2,000.00	\$ 500.00
2014	2011	Ford	Crown Vic	Passenger Vehicle	2FABP7BV6BX149299	\$ 2,000.00	\$ 700.00
2023	2007	Ford	Fusion	Passenger Vehicle	3FAHP06Z77R274560	\$ 1,800.00	\$ 300.00
2024	2007	Ford	Fusion	Passenger Vehicle	3FAHP06Z07R274562	\$ 1,800.00	\$ 300.00
2025	2009	Honda	Civic/GX	Passenger Vehicle	1HGFA46549L001019	\$ 1,500.00	\$ 200.00
5056	2007	Freightliner/Tymco	FC80	Tymco sweeper	1FVAB6BV17DX20103	\$ 6,500.00	\$ 1,500.00
7409	2006	Ford	Explorer	Passenger Vehicle	1FMEU73E96UB31676	\$ 2,000.00	\$ 500.00
7410	2006	Ford	Explorer	Passenger Vehicle	1FMEU73E26UB31678	\$ 2,000.00	\$ 500.00
6501	2001	Ford	Excursion	Passenger Vehicle	1FMNU41S81ED43785	\$ 1,200.00	\$ 500.00
6512	2005	Ford	Explorer	Passenger Vehicle	1FMZU73K25ZA65819	\$ 2,000.00	\$ 500.00
6062	2015	Ford	Explorer	Passenger Vehicle	1FM5K8ARXFG61365	\$ 6,500.00	\$ 2,000.00
5023	2006	Morbark	Hurricane	Chipper	4S8SZ1911DW051252	\$ 2,000.00	\$ 500.00
	1996	Toyota	Corolla	Passenger Vehicle	1NXBB02E9TZ358024	\$ 1,000.00	\$ 100.00
6508	2000	Ford	E450	Ambulance	1FDXE45F0YHA07690	\$ 1,500.00	\$ 300.00
7516	1967	Army 6X6		6X6	4L-5678	\$ 3,000.00	\$ 500.00



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: April 8, 2021
To: Michael G. Bartholomew, MCP, LEED AP, City Manager
From: Michael McMahon, Director of Community and Economic Development *mm*
Subject: Downtown Metra Train Station - License Agreement For Concession

Issue: On February 23, 2021, John Reno, owner of *CRAFT Management, Inc. DBA CRAFT Donuts and Coffee* (CRAFT), informed the City that the CRAFT, located inside the Des Plaines Downtown Metra Train Station, had permanently closed.

Analysis: On May 6, 2019, the City Council approved a License Agreement for Concession (“Agreement”) with CRAFT to occupy and operate a food and beverage operation in the Downtown Metra Station. The term of the Agreement was for five years commencing on May 6, 2019 and terminating on May 5, 2024. One of the terms of the Agreement was a monthly fee, in the initial amount of \$700.00, per month, increasing over time.

Soon after Mr. Reno’s official notice of the closure of CRAFT, he informed the City that he had a potential operator that would like to assume the License Agreement and operate a food and beverage operation in the train station. The Agreement does have an Assignment clause that states the Licensee may not assign, in whole or in part, its rights, obligations, or interests in this Agreement, or grant any person or entity other than Licensee permission to occupy or use all or any part of the Licensed Premises or Subject Property, without the City’s prior written consent, which consent the City may grant in its sole and absolute discretion. Staff agreed to meet with this potential operator.

Alex Hilton and Paris Riley are the owners of Juice & Berry LLC (“Juice & Berry”). Juice & Berry has one other location on Main Street located in Roselle. This location opened in July 2019, and provides cold pressed juices, acai bowls, smoothies, protein shakes, salads, toasts and other items. Juice & Berry has 12 employees and is open Monday –Friday from 8:00 a.m. - 6:00 p.m., and Saturday and Sunday from 8:00 a.m. - 4:00 p.m. Juice & Berry has done well throughout the pandemic, retaining all their employees, and has not had to close for any period of time since originally opening. They offer a full menu in-house and are available on multiple delivery platforms such as GrubHub, DoorDash and Uber Eats.

City Staff is recommending the City Council approve a new exclusive License Agreement for Concession with Juice & Berry LLC to provide food and beverage for sale to the general public through a counter service

style café. Currently, Juice & Berry does offer a limited amount of coffee products at the Roselle location; however, they have agreed to purchase several of CRAFT's coffee making equipment and will continue provide a number of coffee products. At this time, they are undecided if they plan to utilized the espresso maker and provide specialty coffee products.

City Staff consulted with the City's General Council and developed a path to terminate the CRAFT License Agreement for Concession and enter into a new agreement with Juice & Berry. Key points of the agreement are as follows:

- The CRAFT License Agreement will terminate effective upon the approval of Resolution R-76-21.
- A new exclusive License Agreement for Concession will become effective upon approval of Resolution R-77-21.
- The new Juice & Berry License Agreement will be similar in terms as the original CRAFT License Agreement to include:
 - a. The agreement is for an exclusive license for concession within the subject property to provide food and beverage for sale to the general public through a counter service style café;
 - b. The initial term of the Agreement will be for five years commencing on May 1, 2021 and terminating on April 30, 2026;
 - c. The licensee will pay to the City a monthly fee in the initial amount of \$700.00. The license fee will increase on the anniversary of the commencement date by an amount equal to 3% of the previous year's license fee; and
 - d. The minimum concession hours is no later than 6:00 a.m. to 1:00 p.m. Monday through Friday. The licensee may be open outside of the minimum hours at their discretion.
- One additional provision in the Juice & Berry License Agreement is that they must provide at least three distinct coffee products or flavors.

Recommendation: I recommend the City Council approve Resolution R-76-21 terminating the CRAFT Management, Inc. License Agreement and approving Resolution R-77-21 approving a new License Agreement with Juice & Berry LLC for the operation of a concession in the Downtown Train Station.

Attachments:

Resolution R-76-21

Resolution R-77-21

CITY OF DES PLAINES

RESOLUTION R - 76 - 21

**A RESOLUTION AUTHORIZING THE TERMINATION OF A
LICENSE AGREEMENT WITH CRAFT MANAGEMENT,
INC., FOR THE OPERATION OF A CONCESSION IN THE
DOWNTOWN TRAIN STATION.**

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

WHEREAS, on May 6, 2019, pursuant to City of Des Plaines Resolution R-94-19, the City entered into a license agreement with CRAFT Management Inc., d/b/a CRAFT Donuts and Coffee for the operation of a concession in the downtown train station ("***License Agreement***"); and

WHEREAS, the license agreement had an initial term of five years commencing on May 6, 2019 and expiring on May 5, 2024 ("***Initial Term***"); and

WHEREAS, on February 23, 2021, John Reno, the owner of CRAFT Management Inc. d/b/a CRAFT Donuts and Coffee ("***CRAFT***") notified the City that CRAFT had officially ceased operations, vacating the space effective February 14, 2021; and

WHEREAS, shortly after CRAFT's official notice it had ceased operations, it informed the City it had a potential operator with an interest in operating a food and beverage concession in the downtown train station; and

WHEREAS, City staff recommends terminating the License Agreement, effective immediately, and entering into a new license agreement with a new licensee for the operation of a concession in the downtown train station; and

WHEREAS, the City Council has determined that it is in the best interest of the City to terminate the License Agreement with CRAFT;

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: AUTHORIZATION TO TERMINATE LICENSE AGREEMENT.
The City Council hereby authorizes and directs the City Manager to take all actions necessary to terminate the License Agreement, effective immediately.

SECTION 3: 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

CITY OF DES PLAINES

RESOLUTION R - 77 - 21

**A RESOLUTION APPROVING A LICENSE AGREEMENT
WITH JUICE AND BERRY, LLC, FOR THE OPERATION OF
A CONCESSION IN THE DOWNTOWN TRAIN STATION.**

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

WHEREAS, the City owns the train station located in downtown Des Plaines, Illinois ("***Train Station***"), which is on land owned by the Commuter Rail Division of the Regional Transportation Authority; and

WHEREAS, the City desires to retain Juice and Berry, LLC ("***Licensee***"), to operate a café and concession establishment ("***Café***") within the Train Station; and

WHEREAS, the City and Licensee desire to enter into a five year license agreement to permit Licensee to operate the Café within the Train Station ("***License Agreement***"); and

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

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 LICENSE AGREEMENT. The City Council hereby approves the License 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 LICENSE 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 License Agreement only after receipt by the City Clerk of at least two executed copies of the License Agreement from Licensee; provided, however, that if the City Clerk does not receive such executed copies of the License Agreement from Licensee within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the License Agreement shall, at the option of the City Council, be null and void.

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

PASSED this ____ day of _____, 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

LICENSE AGREEMENT FOR CONCESSION **(1501 Miner Street, Des Plaines, Illinois 60016)**

THIS AGREEMENT is made of this **1st day of May, 2021**, by and between the **CITY OF DES PLAINES**, an Illinois home rule municipality (the "**City**"), and **JUICE AND BERRY, LLC.** an Illinois Corporation (the "**Licensee**").

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and agreements set forth below, the parties hereto agree as follows:

Section 1. Recitals.

A. The City is the ground lessee of that certain parcel of property located at 1501 Miner Street, Des Plaines, Illinois, which is operated as a commuter rail station ("**Station**") and is depicted in ***Exhibit 1*** attached to this Agreement ("**Subject Property**").

B. Subject to the terms and conditions of this Agreement, the Licensee wishes to operate a food and beverage concession on portions of the Subject Property described in Section 2 below ("**Licensed Premises**").

C. Subject to the terms and conditions of this Agreement, the City desires to grant the Licensee a license to operate a food and beverage concession on the Licensed Premises.

Section 2. Licensed Premises.

The Licensed Premises collectively consists of the following portions of the Subject Property all of which are depicted on the Station Floor Plan attached as ***Exhibit 2*** to this Agreement:

A. Café Area: Approximately 360 square foot area located to the east of the commuter seating area of the Station to be used for counter service of food and beverages to customers.

B. Storage Area: Approximately 295 square foot area located at east end of Station to be used for storage of equipment, supplies, and materials necessary to operate the Concession.

Section 3. Grant and Nature of License.

A. Exclusive License for Concession. The City hereby grants to the Licensee an exclusive license and concession within the Subject Property pursuant to which the Licensee may provide food and beverage for sale to the general public through a counter service style café in accordance with the terms and obligations of this Agreement (the "**Concession**"). The Licensee may operate the Concession and use the Licensed Premises and the Subject Property according to the terms of this Agreement and for no other purpose.

B. Parking. The City will provide and reserve ten (10) off-street parking spaces on the Subject Property, including one (1) accessible parking space, for the use by the Licensee, its employees, agents, and customers during the Licensee's Hours of Operation. The City reserves

the right to redefine any and all parking configurations, including but not limited to size, shape and location during the term of this Agreement. The City agrees to impose parking time restrictions on these dedicated spaces to reasonably ensure turnover of spaces during the Licensee's Hours of Operation as hereinafter defined.

C. Signage. The Licensee will be required to submit signage plans and necessary permit applications to the City prior to fabrication and installation of interior and exterior signage. Installation of signage must be completed according to City's ordinances and regulations and/ or guidelines by the Occupancy Date (as hereafter defined), unless otherwise negotiated. Re-facing of existing signage requires obtaining prior written consent of the City's Director of Community and Economic Development and will not require a sign permit.

D. Nature of License. The parties acknowledge that: (i) this Agreement grants a license to use a portion of the Subject Property, solely as set forth in this Agreement; (ii) this Agreement grants only contractual rights and does not grant to the Licensee a leasehold or any real property interest in the Licensed Premises or the Subject Property; (iii) the City will retain legal possession and control over the Licensed Premises and the Subject Property at all times during the term of this Agreement; and (iv) the Concession is intended to be incidental to, and promote, the City's operation of the Licensed Premises and the Subject Property for public mass transportation purposes. The license granted by this Agreement is expressly subject to all applicable laws, ordinances, regulations, covenants, restrictions, any existing easements, permits or licenses affecting, applying to, or encumbering the Subject Property, including, without limitation, the lease agreement between the City and the Commuter Rail Division dated March 18, 1985.

Section 4. License Term.

A. Term. The initial term of this Agreement will be for five years commencing on **May 1, 2021** ("**Commencement Date**") and terminating on **April 30, 2026** ("**Initial Term**") unless terminated earlier pursuant to Section 13 of this Agreement.

B. Renewal. In the event that the City has not previously terminated this Agreement pursuant to Section 13, this Agreement will automatically renew for two additional five year terms (each, a "**Renewal Term**"), provided that no later than 60 days before the conclusion of the Initial Term or a Renewal Term, as the case may be, the Licensee shall provide the City a written notice of renewal, unless the City Council denies the request for renewal by resolution duly adopted.

Section 5. License Fee and Other Charges.

A. License Fee. The Licensee will pay to the City a monthly fee in the initial amount of \$700.00 commencing on the first day of the month no later than ninety (90) days immediately following the **Commencement Date**, as hereinafter defined ("**License Fee**"). The License Fee will increase on the anniversary of the Commencement Date by an amount equal to 3% of the previous year's License Fee during the Initial Term and all subsequent Renewal Terms. Payment of the License Fee and all other amounts that are or become due from Licensee to the City under this Agreement will be paid by Licensee to City on or before the first day of each month to the City's Director of Finance or at another place designated from time to time by written notice from the City to Licensee. The payment of License Fee hereunder is independent of each and every other covenant and agreement contained in this Agreement, and License Fee will be paid without any setoff, abatement, counterclaim or deduction whatsoever.

B. Utilities. The cost of providing heating, air conditioning, water, and public Wi-Fi to the Licensed Premises will be included in the License Fee and not charged separately to the Licensee. To the extent that other utilities serving the Licensed Premises are separately metered and used solely by the Licensee, the Licensee will pay for all such gas, electricity, light, power, telecommunications, sewer, sprinkler services, janitorial services, refuse and trash collection, and other utilities and services used on the Licensed Premises by the Licensee. In the event Licensee fails to pay for any utilities or services as required under this paragraph, the City will have the right, but not the obligation, upon ten (10) days prior written notice to the Licensee, to pay such utility or service bills on the Licensee's behalf and charge the Licensee for same as an additional charge under this Agreement due and payable upon City's written demand therefor. No interruption or failure of utilities or services shall result in the termination of this Agreement by the Licensee or the abatement of the License Fee.

C. Interest. All amounts owed by the Licensee to the City pursuant to any provision of this Agreement will bear interest from the due date until paid at the rate of one and one-half percent per month, unless a lesser rate will then be the maximum rate permissible by law with respect thereto, in which case said lesser rate will be charged.

D. Taxes. The City's leasehold interest in the Subject Property is exempt from payment of real estate taxes. If at any time in the future the Licensed Premises are assessed and real estate taxes are due, Licensee shall pay all real estate taxes or other charges applicable to or assessed against that portion of the Subject Property which is the subject of this Agreement, even though such taxes may not become due and payable until after the expiration or termination of this Agreement. If any such taxes or charges shall have been paid by the City, the Licensee agrees to reimburse the City within 30 days after presentation of a bill therefor. In default of such reimbursements, all sums so paid by the City shall be deemed an additional charge and recoverable as a debt due and payable to the City. The Licensee will be liable for all taxes levied or assessed against any personal property or fixtures placed in the Licensed Premises, whether levied or assessed against the City or the Licensee.

Section 6. Operational Requirements.

The Licensee's operation of the Concession will strictly conform to the following operational requirements:

A. Minimum Hours of Operation. The Licensee will open the Concession to the public no later than 6 a.m. and close no earlier than 1 p.m. Monday through Friday ("**Hours of Operation**"). The Licensee may extend the Hours of Operation, but will not be required to open the Concession to the public on Saturday or Sunday, or public holidays recognized by the federal government of the United States. The City Manager, upon request of the Licensee, may review and change the Hours of Operations to better serve the public interest.

B. Food and Beverage Selection. The Licensee will offer for sale to the public, through a counter service style café, a selection of fresh pastries, breakfast foods, coffee, tea and bottled beverages (juice, water, etc.) continuously throughout the Hours of Operation. The Licensee must provide at least three distinct coffee products or flavors. The City will have the opportunity to review the Licensee's food and beverage offerings and prices on an annual basis to ensure that a consistent level of quality and value continues to be provided.

C. Prohibited Sales. The Licensee may not offer tobacco products for sale to the public as part of the Concession.

E. Cleaning of Licensed Premises and Surrounding Areas. Licensee will maintain the Licensed Premises in a clean and sanitary condition at all times during the Hours of Operation. The Licensee will remove any trash or debris left by customers of the Concession (1) prior to opening the Concession, (2) no less than three times during the Hours of Operation, and (3) at closing of the Concession each day.

F. Key Management Personnel. The operation of the Concession will, throughout the term of this Agreement, be managed by those persons identified in **Exhibit 3**, attached hereto ("**Key Management Personnel**"). In the event that any of the Key Management Personnel are no longer associated with or employed by the Licensee, the Licensee will provide prompt written notice to the City of (1) the change in Key Management Personnel, (2) an explanation for the change, and (3) a description of the qualifications of any person who will be replacing or taking on the responsibilities of the Key Management Personnel.

G. Employee Uniforms and Conduct. All employees of Licensee performing tasks on the Licensed Premises must wear clean attire that identifies them as employees of the Licensee and shall conduct themselves in a courteous manner at all times when on the Licensed Premises. All personnel employed by Licensee will at all times and for all purposes be solely in the employment of Licensee and Licensee shall be responsible for directing such personnel and will control the operative details of their work.

H. Licensee Furniture. Any furniture provided by Licensee for use by customers (tables and chairs) in the Licensed Premises will be returned to and secured in the Café or Storage Areas outside of the Hours of Operation. The City will have no responsibility for storing or securing such furniture.

Section 7. City Access, Use, and Inspection of Licensed Premises.

A. Right of Entry. The Licensee agrees and acknowledges that the City, its employees, agents, or representatives may enter into and upon any part of the Licensed Premises at any time with 24 hours prior, reasonable notice to the Licensee to determine Licensee's compliance with this Agreement, to inspect the Licensed Premises, or to clean or make repairs, alterations or additions to the Licensed Premises or the Subject Property, or for any other purpose.

B. Security of Licensed Premises. The Licensee acknowledges and agrees that the City will not provide any security services to the Licensed Premises and that the City will not be liable to the Licensee for, and the Licensee hereby waives any claim against the City with respect to, any loss by theft or any other damage suffered or incurred by the Licensee in connection with any unauthorized entry into the Licensed Premises or any other breach of security with respect to the Licensed Premises.

Section 8. Condition, Improvements, Alterations, Repairs, Maintenance, and Occupancy of Licensed Premises.

A. No warranty. The City will provide the Licensed Premises to the Licensee in an "as is" condition. The Licensee acknowledges and agrees that the City has made no representations or warranties relating to the condition of the Licensed Premises or the suitability of the Licensed Premises for the Concession. The Licensee waives any implied warranty that the Licensed Premises are suitable for the Licensee's intended purposes. In addition, the City makes no warranty or representation that rail service will continue to serve the Subject Property.

B. No Waste or Nuisance. The Licensee will use the Licensed Premises in a careful, safe, and proper manner and will not commit waste on or create a nuisance, whether defined under the City's ordinances or regulations or common law, upon the Licensed Premises or the Subject Property.

C. Improvements. The Licensee may make no structural improvements, alterations, additions, or repairs to the Licensed Premises ("**Licensee Improvements**") including, but not limited to, structural carpentry, electrical, or masonry work without, in each case, without first (1) obtaining the prior written consent of the Director of Community and Economic Development of the City, except in the case of emergency alterations or repairs, and (2) obtaining all required building permits for such work. In the event any such structural work in or to said Licensed Premises are deemed necessary or desirable by Licensee, Licensee will submit plans and specifications to the City for its review. Licensee shall be responsible for the cost of any such Licensee Improvements, which shall become the property of the City.

All Licensee Improvements must be constructed in a good and workmanlike manner by contractors reasonably acceptable to the City and only good grades of materials may be used. The City may monitor construction of the Licensee Improvements. The Licensee will provide the City with the identities and mailing addresses of all persons performing work or supplying materials, prior to beginning such construction, and the City may post on and about the Licensed Premises notices of non-responsibility pursuant to applicable law. The Licensee will furnish security or make other arrangements satisfactory to the City to assure payment for the completion of all work free and clear of liens and shall provide certificates of insurance for worker's compensation and other coverage in amounts and from an insurance company satisfactory to the City protecting the City against liability for personal injury or property damage during construction. Upon completion of any Licensee Improvements, the Licensee must deliver to the City sworn statements setting forth the names of all contractors and subcontractors who did work on the Licensee Improvements and final lien waivers from all such contractors and subcontractors. Upon surrender of the Licensed Premises, all Licensee Improvements will remain on the Licensed Premises as the City's property, except to the extent (1) the City requires removal of any such Licensee Improvements at Licensee's expense prior to the expiration of the term of this Agreement, or (2) the City and the Licensee have otherwise agreed in writing in connection with the City's consent to any Licensee Improvements. The Licensee will repair any damage to the Licensed Premises caused by such removal, unless the City elects to complete such repairs itself, in which case the Licensee will reimburse the City for the costs of such repairs within ten (10) days after the City's written demand therefor. If the Licensee fails to remove any Licensee Improvements per the requirements of this Section 8.C, or fails to repair any damage caused thereby, the City will have the right, but not the obligation, to complete such removal and/or repairs at Licensee's expense, and the Licensee will reimburse the City for same, within ten (10) days after the City's written demand therefor. The Licensee's obligations under this Section 8.C will survive the expiration of the term of this Agreement.

D. Trade Fixtures. The Licensee, at its own cost and expense and without the City's prior approval, may erect such shelves, bins, and trade fixtures (collectively "**Trade Fixtures**") in the ordinary course of its business provided that such Trade Fixtures do not alter the basic character of the Licensed Premises, do not overload or damage the Licensed Premises, and may be removed without injury to the Licensed Premises, and the construction, erection, and installation thereof complies with all of the City's ordinances and regulations. Prior to the expiration of the term of this Agreement, the Licensee will remove its Trade Fixtures and will repair any damage caused by such removal, unless the City elects to complete such repairs itself, in which

case the Licensee will reimburse the City for the costs of such repairs within ten (10) days after the City's written demand therefor. If the Licensee fails to remove any Trade Fixtures per the requirements of this Section 8.D, or fails to repair any damage caused thereby, the City will have the right, but not the obligation, to complete such removal and/or repairs at the Licensee's expense, and the Licensee will reimburse the City for same, within ten (10) days after the City's written demand therefor. The Licensee's obligations under this Section 8.D will survive the expiration of the Term of this Agreement.

E. Occupancy Date. The Licensee must obtain a City Business Registration Certificate and complete all work necessary to obtain a Certificate of Occupancy for the Licensed Premises, including the installation of all Licensee Improvements and Trade Fixtures, no later than ninety (90) days after all necessary permits have been issued by the City and other governmental entities. Licensee must occupy the Licensed Premises and commence operation of the Concession no later than seven (7) days after the date a Certificate of Occupancy is issued for the Licensed Premises ("**Occupancy Date**"). Failure to complete the work necessary to obtain a certificate of occupancy or to commence operation of the Concession in accordance with this Section 8.E will constitute an Event of Default under this agreement.

Section 9. Compliance with Laws.

A. General Obligation; Building and Health Laws. The Licensee will conform to and abide by all applicable laws, statutes, ordinances, requirements, resolutions, rules, and regulations of the City, County of Cook, including the Cook County Health Department, State of Illinois, the United States of America, and all other governmental agencies with jurisdiction ("**Requirements of Law**"). If a permit is required for any operation, it must be obtained from the regulating body having jurisdiction thereof before such operation is undertaken. Without limiting the foregoing, (i) any and all repairs and improvements on the Licensed Premises must comply with all applicable laws, codes, rules, and regulations, including all building code requirements of the City and (ii) the Licensee shall obtain and maintain any and all necessary permits or certificates from the Cook County Health Department for food preparation on the Licensed Premises.

B. Discrimination Laws. The Licensee may not discriminate in its recruiting, hiring, promotion, demotion, or termination practices or in the use, operation, management or occupancy of the Licensed Premises on the basis of race, religious creed, color, national origin, ancestry, sex, age, physical handicap, disability, medical condition, or marital status with respect to the Concession granted herein or the occupancy, use, or enjoyment of the Licensed Premises. The Licensee will also comply with the applicable provisions of the Illinois Human Rights Act, Titles I and III of the Americans with Disabilities Act of 1990 ("**ADA**") and all other acts and laws of whatever kind and all administrative rules and regulations issued pursuant to said Acts.

C. Hazardous Materials. The Licensee will not use, generate, manufacture, store, or dispose of, in, under, or about the Licensed Premises or the Subject Property, or transport to or from the Licensed Premises or the Subject Property, any Hazardous Materials. For purposes of this Agreement, "**Hazardous Materials**" includes, but is not limited to: (1) flammable, explosive, or radioactive materials, hazardous wastes, toxic substances, or related materials; (2) all substances defined as "hazardous substances," "hazardous materials," "toxic substances," or "hazardous chemical substances or mixtures" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*, as amended by Superfund Amendments and Reauthorization Act of 1986, the Hazardous Materials Transportation Act, 49 U.S.C. § 1901, *et seq.*; the Resource Conservation and Recovery Act, 42

U.S.C. § 6901, *et seq.*; the Toxic Substances Control Act, at U.S.C. §2601, *et seq.*; (3) those substances listed in the United States Department of Transportation Table (49 CFR 172.10 and amendments thereto) or by the Environmental Protection Agency (or any successor agent) as hazardous substances (40 CFR Part 302 and amendments thereto); (4) any material, waste, or substance which is (a) petroleum, (b) asbestos, (c) polychlorinated biphenyls, (d) designated as a “hazardous substance” pursuant to § 311 of the Clean Water Act, 33 U.S.C. S 1251 *et seq.* (33 U.S.C. § 1321) or listed pursuant to the Clean Water Act (33 U.S.C. § 1317); (5) flammable explosives; or (6) radioactive materials; and (7) all substances defined as “hazardous wastes” in any applicable state or local laws.

For the purposes of this Agreement, “**Environmental Requirements**” means and includes all present and future laws (whether common law, statute, rule, order, guidance, regulation or otherwise), regulations, permits, and other guidelines or requirements of governmental authorities applicable to the Licensed Premises and relating to the environment and environmental conditions or to any Hazardous Materials (including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, the Federal Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. §§ 5101 *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 *et seq.*, the Clean Air Act, 42 U.S.C. §§ 7401 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. §§ 2601 *et seq.*, the Safe Drinking Water Act, 42 U.S.C. §§ 300f *et seq.*, the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. §§ 11011 *et seq.*, any so-called “Super Lien” law, liens under the Small Business Liability Relief and Brownfields Revitalization Act, Pub. L. No. 107-118 (2002), institutional or engineering controls, environmental laws administered by the Environmental Protection Agency, any similar state and local laws and regulations, all as amended from time to time, and all regulations, guidance, orders, decisions, and decrees now or hereafter promulgated thereunder.

During the Initial Term or any Renewal Term of this Agreement, the Licensee will: (1) timely comply with all Environmental Requirements to the extent applicable to the Licensee's particular and unique use of the Licensed Premises; provided, however, the Licensee will have no liability, obligation or responsibility for any Hazardous Materials on the Licensed Premises or the Subject Property, except to the extent caused by or resulting from the actions of the Licensee, its employees or invitees; and (2) provide the City, immediately upon receipt thereof, with copies of any correspondence, notice, pleading, citation, notice of noncompliance, notice of violation, indictment, complaint, order, decree or other document from any source asserting or alleging that the Licensee has violated any Environmental Requirements in connection with the Licensee's use of or presence at the Licensed Premises, or asserting or alleging a circumstance or condition upon the Subject Property that may require the Licensee to undertake a cleanup, remedial action, other response activities (including, without limitation, investigation), or due care activities, or that imposes an obligation upon the Licensee to pay any amount required under any of the Environmental Requirements, by or on the part of the Licensee under any of the Environmental Requirements.

If authorized by the City, the Licensee will: (1) investigate and remediate in accordance with all Environmental Requirements any releases or threatened releases of Hazardous Materials which, as a result of the Licensee's use or occupancy of the Licensed Premises, are present in any portion of the Licensed Premises, the Subject Property, or the soils, ground water, or aquifer under the Subject Property in quantities or concentrations that exceed applicable standards for contaminated property under the Environmental Requirements (including, if applicable, Risk Based Corrective Action standards); and (2) will comply with, and not impede, the integrity and effectiveness of any institutional or engineering controls placed on the Licensed Premises or the

Subject Property, and will take reasonable steps to prevent releases or threatened releases on the Licensed Premises and the Subject Property.

Section 10. Indemnity and Insurance.

A. Waiver of Claims and Indemnity. The Licensee hereby releases the City and its elected officials, officers, employees, attorneys, agents, and representatives from all claims, and waives all claims, for injury or damage to person, property or business sustained in or about the Licensed Premises or the Subject Property by the Licensee, its agents, employees or servants. The Licensee will indemnify, defend, and hold harmless the City and its elected officials, officers, employees, attorneys, agents, and representatives from and against any and all claims, actions, obligations, judgments, damages, liability, cost and expense, including reasonable attorneys' fees arising from or related to: (1) any loss of life, personal injury and/or damage to property occurring in, upon or at the Licensed Premises or the Subject Property resulting from the acts or omissions of the Licensee, except to the extent arising out of the negligence or intentional misconduct of the City and/or the City's agents or employees; (2) the particular or unique use of the Licensed Premises or the Subject Property or any part thereof by the Licensee; (3) the Licensee's failure to comply with any provision of this Agreement; and/or (4) any negligent act or omission or intentional misconduct of the Licensee and its agents, contractors, and employees. The Licensee's obligation under this Section 10.A shall survive the expiration of the term of this Agreement.

B. Insurance.

1. Coverages and Limits. The Licensee shall provide certificates and keep in force policies of insurance evidencing the minimum insurance coverages and limits set forth below. Such policies shall be in a form, and from companies, acceptable to the City. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to the City.

a. Worker's Compensation and Employer's Liability. This insurance shall be kept in force during any time that Licensee has any employees and shall have limits not less than:

- i. Worker's Compensation: Statutory
- ii. Employer's Liability: \$1,000,000 injury - per occurrence
\$1,000,000 disease - per employee
\$1,000,000 disease - policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

b. Comprehensive Motor Vehicle Liability. This insurance shall be kept in force at any time that Licensee enters or occupies the Licensed Premises, shall cover vehicles owned, non-owned, or rented, and shall have limits not less than:

- i. Bodily Injury: \$1,000,000 per person;
\$1,000,000 per occurrence
- ii. Property Damage: \$1,000,000 per occurrence;
\$1,000,000 aggregate

All employees shall be included as insured.

- c. Comprehensive General Liability. This insurance shall be kept in force at any time that Licensee enters or occupies the Licensed Premises, shall have coverage written on an "occurrence" basis and shall have limits not less than:

- i. General Aggregate: \$2,000,000
- ii. Bodily Injury: \$1,000,000 per person;
\$1,000,000 per occurrence
- iii. Property Damage: \$1,000,000 per occurrence;
\$2,000,000 per aggregate

Coverages must include:

- Premises/Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of this Contract)
- Bodily Injury and Property Damage

"X", "C", and "U" exclusions must be deleted.

- d. Dram Shop Insurance. This insurance shall be kept in force at any time that Licensee serves liquor or allows liquor to be served or consumed on the Licensed Premises and shall have the limits required by statute.

2. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss. The limit of any umbrella policy shall be an additional \$1,000,000.

3. City as Additional Insured. The City must be named as an additional insured and a cancellation notice recipient on all policies with the exception of Worker's Compensation and Employer's Liability. The City shall be identified as an additional insured in the following manner "The City of Des Plaines, its elected officials, officers, employees, and agents."

4. Evidence of Insurance: The Licensee will furnish City with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. Failure of the City to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from evidence that is provided will not be construed as a waiver of Licensees' obligation to maintain such insurance. The City will have the right, but not the obligation, of prohibiting the Licensee from entering the Licensed Premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by City. Failure to maintain the required insurance will constitute an Event of Default under Section 13 of this Agreement. The Licensee will provide certified copies of all insurance policies required above within 10 days of City's written request for said copies.

Section 11. Eminent Domain.

If all or any part of the Licensed Premises is taken by or conveyed to any public authority under the power or threat of eminent domain, then the term of this Agreement shall cease to the extent that it relates to the part so taken from the day possession of that part shall be taken by such public authority. Any fees or other amounts payable to the City under this Agreement will be paid up to the date of such possession. If all or a substantial part of the Subject Property is taken or sold, such that Licensee, in its reasonable discretion, determines that operation of the Concession in accordance with this Agreement is impractical, then upon such taking or sale, Licensee will have the right to terminate this Agreement upon thirty (30) days written notice to the City. The Licensee will not be entitled to any portion of any amount paid to the City for any such taking or conveyance.

Section 12. Assignments and Encumbrances.

A. Assignments. The Licensee may not assign, in whole or in part, its rights, obligations, or interests in this Agreement, or grant any person or entity other than Licensee permission to occupy or use all or any part of the Licensed Premises or Subject Property, without the City's prior written consent, which consent the City may grant in its sole and absolute discretion. No assignment by Licensee will be effective prior to the execution by any assignee of a transferee and assumption agreement in a form acceptable to the City, under which transferee and assumption agreement the assignee will assume all of Licensee's obligations under this Agreement.

B. Encumbrances; Mechanics Liens. Licensee may pledge security interests in its equipment and in any other assets of Licensee's business, but Licensee may not otherwise encumber, in whole or in part, (1) its rights, obligations, or interests, in this Agreement; (2) the Licensed Premises; or (3) the Subject Property.

The Licensee has no express or implied authority to create or place any lien or encumbrance of any kind upon, or in any manner to bind the interest of the City or the Licensee in, the Licensed Premises or the Subject Property or to charge the amounts payable hereunder for any claim in favor of any person dealing with the Licensee, including those who may furnish materials or perform labor for any construction or repairs. The Licensee covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Licensed Premises and that it will save and hold the City harmless from all loss, cost or expense based on

or arising out of asserted claims or liens against the interest of the Licensee in the Licensed Premises under this Agreement. The Licensee will provide the City immediate written notice of the placing of any lien or encumbrance against the Licensed Premises or the Subject Property and cause such lien or encumbrance to be discharged within thirty (30) days of the filing or recording thereof; provided, however, the Licensee may contest such liens or encumbrances as long as such contest prevents foreclosure of the lien or encumbrance and the Licensee causes such lien or encumbrance to be bonded or insured over in a manner satisfactory to the City within such thirty (30) day period.

C. Unauthorized Assignments, or Encumbrances. Any assignment or encumbrance in violation of this Section 12 shall be void and, at the City's election, will constitute an Event of Default under Section 13 of this Agreement. No consent by the City to any assignment or encumbrance will constitute a waiver of any provision of this Agreement.

Section 13. Events of Default; Remedies.

A. Events of Default. Any of the following will constitute a default by the Licensee (collectively, "**Events of Default**"):

1. If the Licensee fails either (i) to pay any License Fee or other charge due hereunder by the Licensee within ten (10) days after the applicable due date, or (ii) to perform any other obligation or covenant of this Agreement within fifteen (15) days after written notice; provided, however, that if such failure cannot reasonably be cured within such fifteen (15) day period, then Licensee will not be in default if the Licensee commences correction within such fifteen (15) day period and thereafter diligently prosecutes such cure in good faith to completion in no more than thirty (30) days; or

2. If any voluntary petition or similar pleading under any bankruptcy act or under any federal or state law seeking reorganization or arrangement with creditors or adjustment of debts, is filed by or against the Licensee, or if any such petition or pleading is involuntary, and it is not adjudicated favorably to the Licensee within thirty (30) days after its filing; or

3. If the Licensee admits its inability to pay its debts, or a receiver, trustee or other court appointee is appointed for all or a substantial part of the Licensee's property; or

4. If the interest of the Licensee in the Licensed Premises is levied upon or attached by process of law; or

5. If the Licensee makes an assignment for the benefit of creditors, or if any proceedings are filed by or against Licensee to declare the Licensee insolvent or unable to meet its debts.

B. Notice of Default. In the event that the Licensee violates any of the terms or conditions of this Agreement, including specifically, the Operational Requirements set forth in Section 6 of this Agreement, the City shall give the Licensee a written notice of such violation and demand correction or abatement thereof (a "**Notice of Default**"), provided however, that the City may cure any such violation without providing Notice of Default but may not terminate this Agreement except as provided in Subsection 13.C.

C. Termination for Default. The parties acknowledge and agree that (1) the Concession and the terms of this Agreement are intended to be incidental to, and promote, the City's operation of the Licensed Premises and the Subject Property for first class public mass transportation purposes; and (2) that if the Licensee fails to comply with the terms of this Agreement, including specifically, the Operational Requirements set forth in Section 6 of this Agreement, the Concession shall not adequately promote such public mass transportation purposes and, therefore, in the event of such a failure, the City shall be permitted to terminate this Agreement or cure such failure itself, in accordance with the terms of this Section 13. If, within thirty (30) days after a Notice of Default is served, Licensee has not (1) corrected or abated such violation; (2) demonstrated, to the City's reasonable satisfaction, that such violation cannot reasonably be cured during such 30-day period and commenced and diligently pursued a cure of such violation; or (3) demonstrated, to the City's reasonable satisfaction, that no violation exists, the City has the right to immediately declare a Default (a "**Default**") of this Agreement and (1) terminate this Agreement; (2) cure such Default itself and receive reimbursement from Licensee for any costs incurred thereby; and (3) pursue any and all remedies provided by law. Notwithstanding the foregoing, the 30-day period provided for in this Section 13.C. shall be reduced to a 15-day period for any failure by Licensee to pay money owed to the City as provided in this Agreement. In the event of termination for Default, the City has the right to take immediate possession of the Licensed Premises and the provisions of Section 14 shall be observed by the parties with regard to the surrender of the Licensed Premises.

D. Liability for Breach. Termination for Default or any other reason shall not excuse either party from any liability for any breach of this Agreement.

Section 14. Conditions for Surrender of Licensed Premises and Termination of Agreement.

A. City Property. Upon termination of this Agreement for any reason, the Licensee will surrender the Licensed Premises in the same condition received, broom clean, subject to ordinary wear and tear.

B. Licensee Equipment, Supplies, and Trade Fixtures. The Licensee further agrees that upon termination of this Agreement it will remove all equipment, supplies, and Trade Fixtures, ("**Licensee Equipment**") belonging to Licensee from the Licensed Premises. Following the removal of such Licensee Equipment shall repair any damage or injury to the Licensed Premises occasioned by installation or removal thereof. In the event that the Licensee Equipment is not removed within thirty (30) days after the termination of this Agreement, the Licensee shall be deemed to have abandoned to the City the Licensee Equipment, and waives any and all claim for possession of or damages to such. The City may remove the Licensee Equipment and dispose of it and Licensee shall pay to the City the cost of such removal and disposal.

Section 15. General Provisions.

A. Notice. Notices required or permitted to be given by either party to the other under this Agreement will be in writing and will not be effective unless personally delivered or mailed by certified or registered mail, return receipt requested, postage prepaid, to the following addresses:

To Licensee:

Alexandra Hilton, TITLE
Juice and Berry, LLC

With a Copy To:

Paris Riley

310 S. Roselle Rd.
Roselle, IL 60172

To City:

City of Des Plaines
1420 Miner Street
Des Plaines, IL 60016
Attention: Finance Director

With a Copy To:

Elrod Friedman, LLP
325 N. LaSalle St., Suite 450
Chicago, IL 60654
Attention: Peter M. Friedman

Notices will be deemed to have been given three (3) days after mailing or upon personal delivery. Either party may change its address for receipt of notices by written notice to the other party given in accordance with the terms hereof.

B. Time of the Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.

C. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

D. Exhibits. Exhibits 1 through 3 attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the more specific term shall control.

E. Amendments and Modifications. No amendment or modification to this Agreement shall be effective unless and until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

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

G. Changes in Laws. Unless otherwise explicitly provided in this Agreement, any reference to any Requirements of Law shall be deemed to include any modifications of, or amendments to such Requirements of Law as may, from time to time, hereinafter occur.

H. Non-Waiver. The City shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the City to exercise at any time any right granted to the City shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the City's right to enforce that right or any other right.

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

J. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made, or be valid, against the City, or the Licensee.

K. Attorneys' Fees. In any litigation arising out of this Agreement, or any other litigation which one party causes the other party to become involved without said other party's fault, the prevailing party in said litigation, or the party involved without fault, as the case may be, will be entitled to recover from the other party all attorneys' fees incurred in connection therewith.

[END OF TEXT - SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the date and year first above written.

CITY OF DES PLAINES, an Illinois home rule municipality

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Clerk

JUICE AND BERRY, LLC. an Illinois Corporation

By: _____
Its: _____

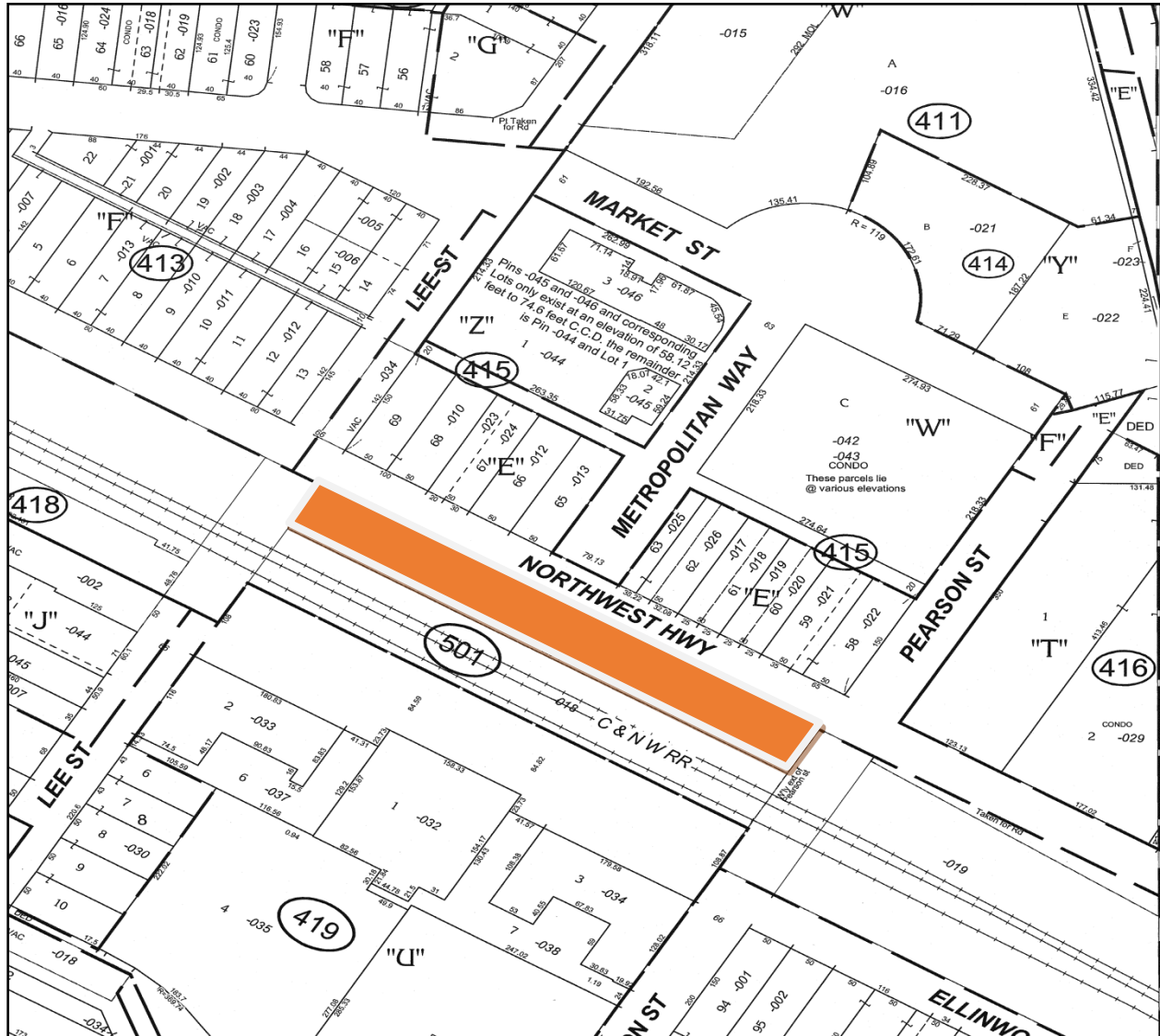
WITNESS

By: _____

EXHIBITS

Exhibit 1	Depiction of Subject Property
Exhibit 2	Station Floor Plan
Exhibit 3	Key Management Personnel

EXHIBIT 1
DEPICTION OF SUBJECT PROPERTY



Commonly known as 1501 Miner Street, Des Plaines, Illinois 60016

PIN: 09-17-415-039-0000

EXHIBIT 2
STATION FLOOR PLAN

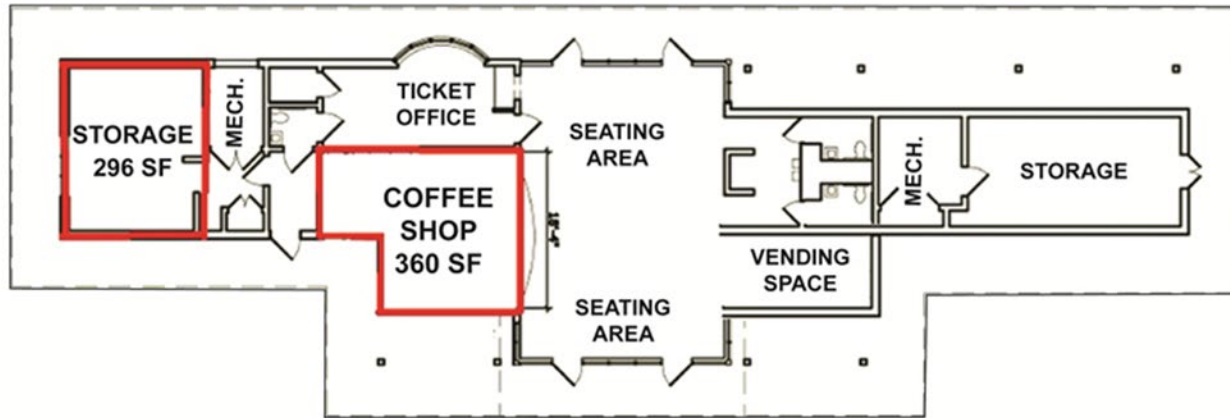


EXHIBIT 3

KEY MANAGEMENT PERSONNEL

Alexandra Hilton
Paris Riley



HUMAN RESOURCES

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

MEMORANDUM

Date: April 19, 2021

To: Michael G. Bartholomew, City Manager

From: Becky Madison, Director of Human Resources *BAM*

Subject: Approval of a Professional Services Agreement with Northwest Community Healthcare for Occupational Health Services for the period of May 1, 2021 through May 31, 2024.

Issue: In October 2020, the City of Des Plaines Human Resources Division was informed that AMITA Healthcare, the City's current occupational health provider, had partnered with Physician's Immediate Care to provide occupational health services. Due to the important nature of occupational health services on City operations, such as drug testing, new hire physicals, fitness for duty and employment injuries, the City released a Request for Qualifications (RFQ) for Occupational Health Services in January 2021. Based on their proposal and subsequent interview, City Staff recommends approval of an agreement with Northwest Community Healthcare (NCH) or Arlington Heights, Illinois for Occupational Health Services for the period of May 1, 2021 through May 31, 2024.

Analysis: In accordance with the City's Purchasing Policy, Human Resources in coordination with the Police Department, Fire Department and Public Works and Engineering Department prepared and released an RFQ for Occupational Health Services on January 11, 2021. The City received four proposals from Northwest Community Healthcare, Advocate Aurora, OMEGA and Physician's Immediate Care.

Human Resources and the Executive Safety Committee reviewed the response proposals and elected to interview Northwest Community Healthcare based on their response to proposed questions, proximity to Des Plaines, breadth of knowledge on public safety occupational health and overall proposed cost structure (Attachment 1). Staff was satisfied with the service structure proposed by NCH and a professional service agreement was prepared (Exhibit A).

The fee structures proposed by each vendor were based on their service recommendations as provided in each proposal. NCH proposed reasonable and competitive pricing and service provision in all categories.

Recommendation: Staff recommends the City Council approve Resolution R-78-21 approving a Professional Services Agreement with Northwest Community Healthcare for Occupational Health Services for the period of May 1, 2021 through May 31, 2024.

Attachments:

Attachment 1: RFQ for Occupational Health Services – Fee Per Service
Resolution R-78-21
Exhibit A: Professional Services Agreement

RFQ for Occupational Health Services - Fee per service					
	Component	Northwest Community	Advocate Occupational Health	OMEGA*	Physician's Immediate Care
Drug Screenings	10 Panel Rapid Drug Screen	\$ 50.00	\$ 58.00		\$ 50.00
	Breath Alcohol Test	\$ 30.00	\$ 35.00		\$ 35.00
	Blood Alcohol Test	n/a	n/a		N/A
	BAT Confirmation	Included	\$ 44.00		\$ 30.00
	Medical Review Officer (MRO) Services	Included	Included in DS		\$ -
Physical Examinations	Fitness for Duty Examinations (Pg. A-1)	\$200 - \$275 Depending on the extent of exam required	\$ 93.00		\$ 95.00
	Workplace Injury Evaluation (Pg. A-1)	N/A W/C Schedule	N/A WC Schedule		W/C Fee Schedule
	Pre-employment Physical Components (Pg. A-2)	\$ 65.00	Breakdown in Document 2		\$ 50.00
	10 Panel Rapid Drug Screen	\$ 50.00	\$ 58.00		\$ 50.00
	Audiogram	\$ 35.00	\$ 53.00		\$ 35.00
	Basic physical exam to determine if a candidate can meet the physical requirements	\$ 45.00	\$ 71.00		\$50 (lift test)
	Titmus	Included with Physical	\$ 42.00		\$ 25.00
	Back Evaluation/Life Test (50, 75, 100 lbs)	\$ 10.00	\$ 60.00		\$ 50.00
	Hepatitis B Titer	\$ 40.00	\$ 69.00		\$ 35.00
	Hepatitis B 3 Series Vaccine	\$68 per injection \$204 for series of 3	\$ 99.00		\$ 80.00
	Hepatitis B Booster Vaccine	\$ 68.00	\$ 99.00		\$ 80.00
Public Safety Physical Exams	Fire Annual Medical Examination based on NFPA 1582 (2018) (Pg. A-2)	\$ 601.00	\$ 761.55		\$540 w/chest x-ray
	Fire Pre-Employment Medical Examination based on NFPA 1582 (2018) (Pg. A-4)	\$ 601.00	\$ 761.55		\$590 w/chest x-ray
	Police Pre-Employment Medical Examination based on NFPA 1582 (2018) (Pg. A-6)	\$ 601.00	\$ 709.55		\$545 w/chest x-ray
	Hepatitis B Titer	\$ 40.00	\$ 69.00		\$ 35.00
	Hepatitis B 3 Series Vaccine	\$ 204.00	\$ 99.00		\$ 80.00
PW Hepatitis B Project (Pg. A-8)	Hepatitis B Titer for 65 employees	\$ 2,600.00	\$ 2,760.00		\$ 1,400.00
	Hepatitis B 3 Series Vaccine	\$ 204.00	99.00 each		\$ 80.00
After Hours Drug Testing (Pg. A-9)	10 Panel Rapid Drug Screen	\$ 50.00	\$ 58.00		\$200.00 onsite 10 Panel Rapid Drug Screen & Breath Alcohol
	Breath Alcohol Test	\$ 30.00	\$ 35.00		
	Blood Alcohol Test	N/A	n/a \$30.00 Saliva Alcohol Test		n/a
	BAT Confirmation	Included	\$ 44.00		
	Medical Review Officer (MRO) Services	Included	Included in DS		
		\$150.00 After hrs fee. Including cost for Drug Screen and BA.	\$46.00 Drug Screen Confirmation		
OPTIONAL SERVICES	Blood Lead	\$ 30.00	\$ 73.00		\$ 45.00
	Chest X-Ray	\$ 135.00	See document 2		\$ 90.00
	Back X-Ray	\$ 181.00	See document 2		\$ 95.00
	Heavy Metal Screening – package price for all items below	\$ 155.00	Individual Components Below		
	If package price is not available, list individual prices				
	Arsenic	n/a	\$ 98.00		\$ 90.00
	Lead	n/a	\$ 34.00		\$ 45.00
	Zinc	n/a	\$ 68.00		\$ 38.00
	Cancer Screening – price all items below				
	Prostate	\$ 50.00	\$ 46.00		\$ 40.00
	Digital Rectal Exam	n/a	included in exam		
	Testicular Exam	n/a	included in exam		
	Skin Exam	n/a	included in exam		
Immunizations and Infectious Disease Screening	Hepatitis A Vaccine	TBD on Availability	\$ 122.00		\$ 85.00
	Tetanus/Diphtheria Vaccine	TBD on Availability	\$ 80.00		\$ 75.00
	Measles, Mumps, Rubella Vaccine	TBD on Availability	\$ 130.00		\$ 95.00
	Annual Influenza Vaccine	TBD on Availability	\$ 35.00		\$ 33.00
	Polio	TBD on Availability	\$ 62.00		n/a

* Requested pricing structure remain confidential.

CITY OF DES PLAINES

RESOLUTION R - 78 - 21

**A RESOLUTION APPROVING AN AGREEMENT WITH
NORTHWEST COMMUNITY HEALTHCARE FOR
OCCUPATIONAL HEALTH SERVICES.**

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

WHEREAS, the City currently uses multiple vendors to provide various occupational health services on an as-needed basis including, without limitation, fitness for duty examinations, work-place injury evaluations, and physicals (collectively, "***Occupational Health Services***"); and

WHEREAS, in order to reduce fees and optimize the Occupational Health Services received, the City requested for proposals for the provision of the Occupational Health Services; and

WHEREAS, the City has determined that the proposal submitted by Northwest Community Healthcare ("***NCH***") is the most appropriate for the provision of the Occupational Health Services to the City; and

WHEREAS, the City desires to enter into an agreement with NCH to provide the Occupational Health Services on an as-needed basis for a four-year term ("***Agreement***") at the unit prices set forth in the Agreement, attached to and made a part of this Ordinance, as **Exhibit A**; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into the Agreement with NCH for the Occupational Health 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 foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: APPROVAL OF AGREEMENT. The Agreement with NCH for the Occupational Health Services is hereby approved in substantially the form attached as Exhibit A, and in a final form approved by the General Counsel.

SECTION 3: EXECUTION. The City Manager is hereby authorized and directed to execute and attest the Agreement on behalf of the City.

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

**CITY OF DES PLAINES
PROFESSIONAL SERVICES AGREEMENT
FOR OCCUPATIONAL HEALTH SERVICES**

THIS AGREEMENT is dated as of the 30th day of March, 2021 (**"Agreement"**) and is by and between the **CITY OF DES PLAINES**, an Illinois home rule municipal corporation (**"City"**) and the Consultant identified in Subsection 1A below (collectively, the **"Parties"**).

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in the Agreement, and pursuant to the City's statutory and home rule powers, the parties agree as follows:

SECTION 1. CONSULTANT; SCOPE OF SERVICES.

A. Engagement of Consultant. The City has engaged the consultant identified below to provide all necessary services and to perform the work in connection with the services identified in Section 1.B of this Agreement:

Northwest Community Healthcare ("Consultant"**)**
800 W Central RdN
Arlington Heights, IL 60005
Telephone: 847.618.5613
Email: pfinis@nch.org

B. Services Description. Consultant will provide occupational health services (**"Services"**), including, without limitation, fitness-for-duty examinations, workplace injury evaluations, and physicals, to the City as set forth and more fully described in the Specifications attached to and made a part of this Agreement as **Exhibit A (**"Specifications"**)**.

C. Representations of Consultant. The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the Services in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

D. Reporting. The Consultant shall regularly report to the City Manager, or his designee, regarding the progress of the Services during the term of this Agreement. The City Manager's designee shall be the person identified in Section 8.D to receive notice, unless the City Manager otherwise designates in writing.

SECTION 2. TERM. The Consultant shall commence the Services immediately upon receipt of written notice from the City that this Agreement has been fully executed by the Parties (the **"Commencement Date"**). The Consultant shall diligently and continuously prosecute the Services until **May 31, 2024 (**"Term"**)** with two one year optional renewals.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. Agreement Amount. The City will compensate the Consultant for the Services during the Term of this Agreement in accordance with the rates set forth on the Rate Schedule attached and made a part of this Agreement as **Exhibit B (**"Rate Schedule"**)**.

B. Invoices and Payment. The Consultant shall submit itemized invoices in accordance with the Rate Schedule and Specifications to the City in an approved format for those portions of the Services performed and completed by the Consultant. The amount billed in any such invoice shall be based on the method of payment set forth in the Specifications. The City shall pay to the Consultant the amount billed within 30 days after its receipt and approval of such an invoice.

C. Records. The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the City or its authorized representative to inspect and audit all data and records of the Consultant for work done under the Agreement. The records shall be made available to the City at reasonable times during the Agreement period, and for three years after the termination of the Agreement.

D. Claim In Addition To Agreement Amount. If the Consultant wishes to make a claim for additional compensation as a result of action taken by the City, the Consultant shall provide written notice to the City of such claim within seven days after occurrence of such action as provided by Subsection 8.D of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8.A of this Agreement. Regardless of the decision of the City relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services under this Agreement as determined by the City without interruption.

E. Taxes, Benefits and Royalties. The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

SECTION 4. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The Key Project Personnel identified in **Exhibit C** shall be primarily responsible for the supervision and management of the Services on behalf of the Consultant. Consultant shall notify the City as soon as practicable following resignation or termination of Key Project Personnel. No new Key Project Personnel shall be reassigned or added without the City's prior written approval.

B. Availability of Personnel. The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the City as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the City for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.

C. Approval and Use of Subcontractors. The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own

organization unless otherwise approved by the City in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the City. The City's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the City, the Consultant shall immediately upon notice from the City remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

A. Confidential Information. The term "***Confidential Information***" shall mean information in the possession or under the control of the City relating to the technical, business or corporate affairs of the City; City property; user information, including, without limitation, any information pertaining to usage of the City's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. City Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Consultant from a source other than the City prior to the time of disclosure of said information to the Consultant under this Agreement ("***Time of Disclosure***"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the City; or (iv) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the City to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the City under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the City. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. STANDARD OF CARE; INDEMNIFICATION; INSURANCE.

A. Standard of Care for Services. The Consultant represents and certifies that the Services shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at during the Term of the Agreement. The representations and certifications

expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the City.

B. Indemnification. The Consultant shall, without regard to the availability or unavailability of any insurance, either of the City or the Consultant, indemnify, save harmless, and defend the City, and its officials, employees, agents, and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that arise, or may be alleged to have arisen, out of or in connection with, the Consultant's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications pursuant to Subsection 6.A of this Agreement, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Consultant, except to the extent caused by the sole negligence of the City.

C. Insurance. Contemporaneous with the Consultant's execution of this Agreement, the Consultant shall provide certificates and policies of insurance, all with coverages and limits acceptable to the City, and evidencing at least the minimum insurance coverages and limits as set forth in **Exhibit D** to this Agreement. For good cause shown, the City Manager 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 the City Manager may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the City and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the City. The Consultant shall, at all times during the term of this Agreement, maintain and keep in force, at the Consultant's expense, the insurance coverages provided above, including, without limitation, at all times while correcting any failure to meet the warranty requirements of Subsection 6A, Warranty of Services, of this Agreement.

D. No Personal Liability. No elected or appointed official, or employee of the City shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the City and Consultant; or (ii) to create any relationship between the City and any subcontractor of the Consultant.

B. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge, (1) no elected or appointed City official, employee or agent is interested in the business of the Consultant or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the City for all loss or damage that the City may suffer, and this Agreement shall, at the City's option, be null and void.

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

E. Patriot Act Compliance. The Consultant represents and warrants to the City that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants to the City that the Consultant and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant hereby agrees to defend, indemnify and hold harmless the City, its corporate authorities, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

F. Termination. Notwithstanding any other provision hereof, the City may terminate this Agreement at any time upon 15 days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred or reasonable expenses that Consultant is legally obligated to pay, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in Exhibit B.

G. Compliance with Laws and Grants. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are 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 Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; 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.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* Consultant shall also comply with all

conditions of any federal, state, or local grant received by Owner or Consultant with respect to this Contract or the Services.

Consultant 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 Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

H. Default. If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("**Event of Default**"), and fails to cure any such Event of Default within ten business days after the Consultant's receipt of written notice of such Event of Default from the City, then the City shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by Consultant. The City may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

2. Termination of Agreement by City. The City may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.

3. Withholding of Payment by City. The City may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the City as the result of any Event of Default by the Consultant or as a result of actions taken by the City in response to any Event of Default by the Consultant.

I. No Additional Obligation. The Parties acknowledge and agree that the City is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant, or with any vendor solicited or recommended by the Consultant.

J. City Council Authority. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to vendors shall be subject to the approval of the City Council. The City shall not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the City, without the knowledge and approval of the City Council.

K. Mutual Cooperation. The City agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the City may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the City

in the performance of the Services to complete the Work and with any other consultants engaged by the City.

L. News Releases. The Consultant shall not issue any news releases or other public statements regarding the Services without prior written approval from the City Manager.

M. Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be performed under this Agreement ("**Documents**") shall be and remain the exclusive property of the City. At the City's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the City.

SECTION 8. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

B. Assignment. This Agreement may not be assigned by the City or by the Consultant without the prior written consent of the other party.

C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.

D. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the City shall be addressed to, and delivered at, the following address:

City of Des Plaines
1420 Miner Street
Des Plaines, Illinois 60018
Attention: Beck Madison, Director of Human Resources
E-mail: bmadison@desplaines.org

With a copy to:

Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60654
Attention: Peter Friedman
E-mail: peter.friedman@elrodfriedman.com

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

Northwest Community Healthcare
800 W Central Rd
Arlington Heights, IL 60005
Attention: **P.J. Finis**
Facsimile: **847.618.9654**
Email: pfinish@nch.org

E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Consultant shall be made or be valid against the City.

F. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

G. Governing Laws. This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

H. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the City and the Consultant with respect to the Proposal and the Services.

I. Waiver. No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

J. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

K. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

L. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

M. Exhibits. Exhibits A, B, C, and D are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.

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

O. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

CITY OF DES PLAINES

By: _____
Michael Bartholomew

ATTEST/WITNESS:

NORTHWEST COMMUNITY HEALTHCARE

By: _____

By: _____

Title: _____

Its: _____

#55032402_v4

February 8, 2021

City of Des Plaines

Northwest Community Healthcare appreciates the opportunity to provide this proposal for services requested in the City of Des Plaines RFQ for Occupational Health Services dated 1/11/21. NCH is an acute care hospital based out of Arlington Heights Illinois. The hospital was opened in 1959 and serves more than 350,000 outpatients throughout its many locations and more than 21,000 inpatients annually. The 489-bed main hospital is complimented by 4 stand-alone immediate care clinics and one additional immediate care clinic located on the hospital campus.

NCH Occupational Health Services recognizes and understands employers specific healthcare needs. As a result our medical expertise, exceptional service and centralized communication team provide our clients and the business community with exceptional medical care and outstanding client service.

Our highly experienced and service oriented staff is readily available to provide you with effective communication and expertise that is second to none. From our knowledgeable and effective Executive Director to our Occupational Health Board Certified Medical Director and our professional staff, NCH is here to provide the highest level of medical care and medical guidance to our corporate clients.

NCH Occupational Health Services prides itself in providing the best medical care while keeping the needs of the employer in mind. We strive to get your employees back to work and keep you informed every step of the way. We work with a team of specialists when needed who have our same philosophy when it comes to patient care and client communication.

We look forward to meeting with you to further discuss how we can be of service to the City of Des Plaines and its employees.

Sincerely,

PJ Finis
Sr. Sales Representative
Northwest Community Healthcare

Proposal Requirements:

Address of principal place of business and all Provider offices and corresponding telephone and fax numbers.

Northwest Community Hospital is located at 800 W central Arlington Heights IL. 60005. This location is capable of treating all injuries and after hours drug and alcohol screening. NCH Immediate Care Clinics (ICC) are located in Mount Prospect, Schaumburg, Kildeer, Buffalo Grove and Palatine. Hours of operation and ICC address' are included in this proposal.

A clear and detailed statement of interest identifying why the Provider is interested in providing the City the Services and statement of qualifications to perform the Services as outlined.

Provide the following information:

1. The completed Fee Per Service Type Form attached to this RFQ as Attachment B.

The Fee Per Service Form is attached to this RFQ

2. The proposers must provide information regarding their NFPA physical service delivery model, including the business' principles, policies, operations and context of the services provided by the proposer. Proposers must include any and all experience of their physicians with NFPA standards, protocols, and Infectious Disease training/background.

NCH is well known in the community to provide the most extensive and efficient firefighter physical program. Our Medical Director, Dr. Neal Shah works with a dedicated medical assistant to personally provide a seamless and thorough examination with all services available at one location. We offer on-site blood draws prior to the date of physical so that results are available and reviewed with Dr. Shah at the time of physical. Results of the physical are given to the department usually within 3-5 business days maximum.

Dr. Shah is one of few practicing physicians with a board certification in Occupational Medicine. He is very well versed in the NFPA guidelines for Firefighter Medical Surveillance. Dr Shah has over 10 years experience working with many local fire departments and he has become well respected as a resource throughout the area for Firefighter Physical and Surveillance programs.

Dr.Shah works with board certified infectious disease physicians when needed to coordinate care specific to the need at hand.

3. Specific information regarding after-hours care operations

The NCH Emergency Department is available 24/7 for more severe injuries or for all injuries requiring treatment after normal clinic hours. Substance abuse testing is also available 24/7 at the hospital at an additional cost.

All NCH immediate care sites are fully staffed with one or more medical care providers (Physician and Physician Assistant) A Clinical Coordinator (RN), and a medical assistant during all hours of operation.

Office hours at our Schaumburg, Kildeer, Buffalo Grove and Mount Prospect Immediate Care Clinics are:

Open every day:

Monday through Friday 7:00 AM - 10:00 PM

Weekends and Holidays 8:00 AM - 6:00 PM

Our Immediate Care Clinic within the main hospital campus hours of operation are:

Monday through Friday 8:00 AM - 5:00 PM

Closed weekends and holidays

Our Palatine Immediate Care location on the campus of Harper College is currently ramping up operations after being closed temporarily. Hours of operation will soon be available.

A map of clinic locations and hours of operation are available on the attached authorization form.

Appointments can be made within 1-2 days for most services. Appointments for most services are recommended but not required.

Work Related injuries can be treated at any of our locations. NCH staff will provide post-accident substance abuse testing as requested by the employer.

4. Information regarding the proposer's approach to Occupational Health Medicine, injury intake, evaluation, follow-up, treatment plan, assigning limited duty work, returning employees to work and communication with the employer.

Work related Injury Treatment

Job descriptions are used to determine employees ability to perform essential job functions

Examining medical provider communicates with corporate client Designated Employee Representative (DER) with a phone call after initial visit and complicated follow up visits

A 'Work Status' form is provided to the employer noting 'restrictions' or 'no restrictions' and details of restrictions if needed. This form is either sent via fax or encrypted email immediately after injury care is completed.

A 'Narrative Summary' is provided to the employer post injury care specific to the injury treated, including a visit summary and treatment plan.

NCH has partnerships with a Robust team of medical specialists available when indicated who are aligned with our core philosophy in delivering patient care

5. Proposal must have a blank or sample copy of the release form and/or summary of visit.

A sample work status form and an example of our physical exam resulting forms are attached to this RFQ

6. Specific statement on how patient information is kept and the type of tracking system used by the proposer is required of all proposals. Private electronic patient information may not be reviewed during employment sponsored physicals.

All patient information regarding employer physicals is kept securely in paper form separate from any electronic medical record. Our billing and tracking system, and employer information is also kept on a separate database platform and not shared with any electronic medical record system.

7. Examples of similar services provided to other municipalities or large employers.

NCH provides similar services for many local municipalities. Please refer to our references for a list of some of our municipal clients.

8. A list and description of any subcontractors you might use to provide the Services and provide the name of the subcontractors and the services the subcontractors would provide.

NCH will not use any subcontractors providing the services described in this RFQ

9. At least three references with contact information.

Included with this RFQ

10. A statement describing any existing or potential conflicts of interest that might affect the applicant's ability to be retained by the City. If there are none, this must be stated in the response.

Northwest Community Healthcare does not have any existing or potential conflicts of interest that might affect the our ability to be retained by the City

11. Identification of any exceptions taken to this Request for Qualifications in accordance with Section 9 of this RFQ.

NCH does not include examinations of the breasts in routine physicals as requested in this RFQ on pages A-2, A-4 and A-6. It is our position that work-related physical exams cover areas that relate to the ability to perform the essential function of the job. If and when needed breast exams are referred to the patient's personal medical provider.

NCH does not have leg or arm dynamometers as requested on page A-5 of this RFQ. NCH also does not perform a 'plank' test or 'push up' test as part of our exam. If the plank test and push up test is a requirement we can discuss the addition of these 2 components. Our position is that our exam will show whether or not a candidate can perform the essential functions of the job and if there are any questions it is our policy to refer the employee/candidate for a Functional Capacity Exam (FCE).

Additional Services:

Mobile Services

Our professional staff will come out to your facility to provide a number of available services. These services are customized to each client depending on need. NCH can provide on-site services such as Flu Shots, Drug and Alcohol Screening, Blood Draws, a vast array of Wellness Services including cancer awareness and detection and smoking cessation, Respirator Fit Testing as well as many other employer specific needs.

Wellness

Northwest Community Healthcare is the largest client of our own wellness program with over 4,000 employees and 45% participation in the program. Our Health Matters employee wellness program has grown over the years since its inception in 1994 and remains a strong part of our culture of health and wellness. NCH provides the same state-of-the-art employee wellness services to our corporate clients.

NCH has the means to provide all aspects of an up-to-date and successful wellness program. Our staff is available to provide on-site services such as Blood Pressure Checks, Blood Draws for a variety of well being related lab tests including glucose levels, cholesterol levels, Complete Blood Counts and Liver Function tests. NCH also provides on-site seminars related to cancer screening, safety, and general well being.

Management Team

Key Project Personnel:

Holly Badal, RN	Executive Director	847.550.4760
Dr. Neil Shah, DO	Medical Director	847.618.3932
Christine Kolzow	Wellness	847.985.0600 Ext 3060
Elizabeth Cader, RN	Clinical Manager	847.985.0600 Ext 3941
PJ Finis	Sales and Service	847.618.5613
Mike Jacobson	Sales and Service	847.618.5613
Client Services	Service	847.618.5623

Holly Badal is the executive director of Occupational Health Services at NCH. Holly is also responsible for employee health with over 4,000 employees under her watch. Holly has played a key role in developing and growing the Occupational Medicine program at NCH for many years. She has a strong background in, and knowledge of Occupational Health and she will be a valuable resource to the City of Des Plaines. Holly's CV is attached to this proposal.

Dr. Neil Shah is the Medical Director of Occupational Health and Employee health at NCH. Dr. Shah is one of the few practicing physicians in the area who is Board Certified in Occupational Medicine. We are fortunate to have Dr. Shah as part of our team. His experience in Occupational Medicine and his thorough knowledge of the NFPA (National Fire Protection Association) medical surveillance recommendations has gained him an excellent reputation with nearby municipalities. Dr. Shah's CV is attached to this proposal.

Christine Kolzow has over 20 years in the health and wellness industry. She holds a BS in Health Promotion. Christine is an IIN Certified Health Coach, One Day to Wellness Coach, Respiratory Health Association Tobacco Cessation Specialist, and a BLS Instructor. Her work in workplace wellness has been all on sides of the implementation process.

PJ Finis will be your single point of contact regarding any and all questions and services. PJ has 24+ years experience working with municipalities and a variety of clients identifying needs and providing support and guidance in all areas of occupational medicine. PJ works closely with our management team to implement new processes and find answers to any questions or concerns posed by our clients.

NCH Corporate Client References

Village of Arlington Heights
33 S Arlington Heights Road
Arlington Heights IL. 60005
847.368.5153
Mary Rath
Mrath@vah.com
Client: 2013 to present

Rolling Meadows Fire Department
2455 Plum Grove Road
Rolling Meadows IL. 60008
847.870.2992
Chief Jeff Moxley
moxley@cityrm.org
Client: 2011 to present

Village of Streamwood
301 E Irving Park Road
Streamwood IL. 60107
630.736.3804
Karen Gray
Kgray@streamwood.org
Client: 2008 to present

City of Rolling Meadows
3600 Kirchoff Road
Rolling Meadows IL 60008
847.870-9105
Joyce DeLeon
Joyced@cityrm.org
Client: 2011 to present

Drug Screening	Component	Service Availability Hours	Cost		
10 Panel Rapid Drug Screen			\$50.00		
Breath Alcohol Test			\$30.00		
Blood Alcohol Test			N/A		
BAT Confirmation			Included		
Medical Review Officer Services			Included		
Physical Examinations					
Fitness for Duty Examinations (pg A-1)			\$200 - \$275	Depending on the extent of exam required	
Workplace Injury Evaluation			N/A W/C Schedule		
Pre-Employment Physical (municipal exam)			\$65.00		
10 Panel Rapid Drug Screen			\$50.00		
Audiogram			\$35.00		
Pre-Employment Physical			\$45.00		
Titmus Eye Exam		Included with Physical			
Back Evaluation/Lift Test (50, 75 or 100 lbs)			\$10.00		
Hepatitis B Titer			\$40.00		
Hepatitis B 3 Series Vaccine		\$68 per injection \$204 for series of 3			
Hepatitis B Booster Vaccine			\$68.00		

Public Safety Physical Exams		Service Availability Hours	Cost			
Component						
Firefighter Annual Medical Exam (Pg. A-2)		All services are available during normal business hours included with this proposal. All municipal exams need to be scheduled in advance				
Municipal Exam			\$65.00			
CBC With Diff			\$30.00			
Electrolytes			Included in Renal Function Lab			
Renal Function (Bun, Creatinine)			\$57.00			
Glucose			\$25.00			
Liver Function			\$25.00			
Total Cholesterol			\$35.00			
Urinalysis Dipstick			Included			
Urinalysis Microscopic if required			\$20.00			
Vision Test			Included			
Audiology			\$35.00			
Spirometry			\$43.00			
2-View Chest X-ray			\$135.00			
Electrocardiogram			\$59.00			
TB Skin Test			\$15.00			
Hepatitis C screen			\$57.00			
Hepatitis B Vaccine series of 3			\$204.00			
Tetanus/Diphtheria Vaccine Booster			\$87.00			
Measles Mumps Rubella (MMR) Vaccine			\$80.00			
Measles Vaccine			N/A	Included in MMR		
Mumps Vaccine			N/A	Included in MMR		
Rubella Vaccine			N/A	Included in MMR		
Polio Vaccine			\$47.00			
Hepatitis A Vaccine			\$80.00			
Varicella Vaccine			\$135.00			
Influenza Vaccine			\$29.00			
HIV Screening			\$50.00			
OSHA Respirator Questionnaire Review			\$20.00	Should be included for all employees using a respirator		

Firefighter Pre-Employment Medical Examination (PgA-4)						
Municipal Exam	All services are available during normal business hours included with this proposal. All municipal exams need to be scheduled in advance					
CBC With Diff		\$65.00				
Electrolytes		\$30.00				
Renal Function (Bun, Creatinine)		Included in Renal Function Lab				
Glucose		\$57.00				
Liver Function		\$25.00				
Total Cholesterol		\$25.00				
Urinalysis Dipstick		\$35.00				
Urinalysis Microscopic if required		Included				
10-Panel Rapid Drug Screen		\$20.00				
Vision Test		\$50.00				
Audiology		Included				
Spirometry		\$35.00				
2-View Chest X-ray		\$43.00				
Electrocardiogram		\$135.00				
TB Skin Test		\$59.00				
Hepatitis C screen		\$15.00				
Hepatitis B Vaccine series of 3		\$57.00				
Tetanus/Diphtheria Vaccine Booster		\$204.00				
Measles Mumps Rubella (MMR) Vaccine		\$87.00				
Measles Vaccine		\$80.00			Included in MMR	
Mumps Vaccine		N/A			Included in MMR	
Rubella Vaccine		N/A			Included in MMR	
Polio Vaccine		N/A				
Hepatitis A Vaccine		\$47.00				
Varicella Vaccine		\$80.00				
Influenza Vaccine		\$135.00				
Muscular Strenght Test		\$29.00				
Flexibility	N/A	N/A				
OSHA Respirator Questionnaire Review		Included in exam				
		\$20.00				Should be included for all employees using a respirator

Police Officer Pre-Placement Medical Examination (Pg. A-6)									
Municipal Exam	All services are available during normal business hours included with this proposal. All municipal exams need to be scheduled in advance								
CBC With Diff									
Electrolytes									
Renal Function (Bun, Creatinine)									
Glucose									
Liver Function									
Total Cholesterol									
Urinalysis Dipstick									
Urinalysis Microscopic if required									
10-Panel Rapid Drug Screen									
Vision Test									
Audiology									
2-View Chest X-ray									
Electrocardiogram									
TB Skin Test									
Hepatitis C screen									
Hepatitis B Vaccine series of 3									
Tetanus/Diphtheria Vaccine Booster									
Measles Mumps Rubella (MMR) Vaccine									
Measles Vaccine								Included in MMR	
Mumps Vaccine								Included in MMR	
Rubella Vaccine								Included in MMR	
Polio Vaccine									
Hepatitis A Vaccine									
Varicella Vaccine									
Influenza Vaccine									
Muscular Strength Test									
Flexibility									
OSHA Respirator Questionnaire Review									
Hepatitis B Titer for 65 employees									
Hepatitis B 3 Series Vaccine									

Neil K. Shah, DO
n4shah@nch.org

WORK EXPERIENCE

- 2018-Pres. **Northwest Community Healthcare** Schaumburg, IL
Medical Director Occupational Health/Immediate Care
- Assisting to expand Occupational Health services
 - Assisting to maintain the health and well-being of all NCH employees
 - Medical Review Officer
- 2013-2018 **Northwestern Medicine** Aurora and St Charles, IL
Occupational Medicine Practice
- Liaison between providers and hospital administration
 - Care involving work injuries, post offer and DOT physical exams
 - Medical Review Officer evaluating drug screens
 - Advising companies on improving safety in the workplace
- 2011-2013 **Alexian Brothers Medical Group** Schaumburg, IL
Occupational Medicine and Immediate Care Practice
- Care involving work injuries, post offer and DOT physical exams
 - Medical Review Officer evaluating drug screens
 - Immediate care for walk-in patients
 - Electronic Medical Records Committee
- Provided input to develop layout of new EMR.

POST GRADUATE SPECIALTY TRAINING

- 2009 - 2011 **University of Illinois at Chicago** Chicago, IL
Occupational and Environmental Medicine Residency Chief Resident
July 2010-2011
- Provided medical care/surveillance to University of Illinois at Chicago employees
 - Addressed worker's compensation and disability issues
 - Completed Independent Medical Exams as well as Disability Reviews for various patients
 - Rotated through multiple industrial and occupational medicine clinics
- 2006 - 2009 **Advocate Lutheran General Hospital** Park Ridge, IL
Internal Medicine Residency
- Diagnosed and treated patients with acute and chronic illnesses
 - Attended an outpatient continuity clinic for three years
 - Supervised and educated junior resident physicians and medical students

EDUCATION

- 2009 - 2011 **University of Illinois at Chicago** Chicago, IL
Master of Public Health
- 2002 - 2006 **Nova Southeastern University** Fort Lauderdale, FL
Doctor of Osteopathic Medicine
- 1997 - 2001 **University of Florida** Gainesville, FL
Bachelor of Science in Biochemistry

LICENSURE/CERTIFICATIONS

- Medical Review Officer Certification June 2016
- National Registry of Certified Medical Examiners April 2014
- Board Certified Occupational and Environmental Medicine December 2011
- Board Certified by the American Board of Internal Medicine August 2018
- Permanent State of Illinois Physician and DEA License Spring 2009
- Certified in Basic Cardiac Life Support 2008 - 2010
- Certified in Advanced Cardiac Life Support 2008 - 2010

RESEARCH

- 2010-2011 **Dept. of Environmental and Occupational Health Sciences –
University of Illinois at Chicago**
Research: Occupational Eye injuries at O'Hare International Airport
- March 6 – 8, 2008 **2nd International Conference on Hypertension, Lipids, Diabetes, and
Stroke Prevention – Lutheran General Hospital** **Prague, Czech
Republic**
*Presented on: Metabolic Syndrome and Ischemic Stroke/TIA: Is there a relationship?
Dr. Mikesell, Supervising Author*
- 2000 – 2001 **Pediatric Genetics Lab (Neurofibromatosis) - University of Florida**
Thesis: "Analysis of the Mechanism of Somatic NF1 Gene Mutation in Neurofibromas", April 2001

OUTREACH ACTIVITIES

- 2017-2018 **Assistant Baseball Coach** for Little League
- 2006 – 2007 **Residency Relations Committee**
• Conducted interviewee tours and established strong relations between residents and hospital staff
- August 2004 **Hurricane Charley Relief Volunteer**
• Provided free healthcare and supplies to hurricane victims
- January 2003 **REACH health fair in Belle Glade/Clewiston**
and 2004 • Provided free healthcare for an indigent population
• Co-director of Interdisciplinary Committee
- June 2003 **Health Career Camp with Central Florida AHEC**
• Camp counselor; educated high school students about various health professions in a week long
boot camp
- 1998 – 2000 **Florida Camp for Children and Youths with Diabetes, Inc.**
• Camp counselor; taught children about diabetes and management of the condition

HOLLY BADAL, RN, MSN, MPA

3301 Central Road, Rolling Meadows, IL 60008

(847) 651-2941

hbadal@nch.org

Professional Experience

NORTHWEST COMMUNITY HOSPITAL, Arlington Heights, IL
July 1984 – Present

Executive Director of Immediate Care, Occupational & Employee Health, Health Promotion and Wellness

1993 to current

Department Achievements:

- Magnet Recognition in 2006, Redesignation in 2010 & 2015
- The Joint Commission (JCAHO) Accredited ICCs since 1980
- College of American Pathology (CAP) Accredited ICC Draw Sites since 2010
- Clinical Laboratory Improvement Amendments (CLIA) Accredited since 1980

Responsibilities:

- Oversight over 5 Immediate Care Centers in Arlington Heights, Buffalo Grove, Lake Zurich, Mount Prospect, and Schaumburg
- Developed and expanded care delivery models and scope of ambulatory service lines to encompass urgent care, occupational & employee health, travel medicine, lab and imaging services, and wellness programming
- Evidence-based protocol and procedure development aligned with current research supporting all ambulatory service lines; policy development to retain and sustain compliance
- Analytical assessment of business planning and market segments
- Multimillion dollar budget oversight with consistent positive budget profit margin
- Experienced presenter for speaking engagements championing occupational workforce awareness and travel vaccine program services
- Lead quality performance initiatives across all ambulatory service lines

Education

Grand Canyon University
MSN in Nursing Leadership
May 2016

Roosevelt University, Chicago, IL
MPA, Health Services Administration
May 1993

Roosevelt University, Chicago, IL
BS, Health Services Administration
May 1989

Harper College, Palatine, IL
Associate in Science
May 1985

Harper College, Palatine, IL
Associate Applied Science in Nursing – Registered Nurse
May 1983

Certifications

2003 **Executive Education, Project Management**
Loyola University of Business, Chicago, IL

2002 **Health Industry Management Program, Nursing Leadership**
Northwestern University Kellogg School of Management, Evanston, IL

2016 **Certified Occupational Hearing Conservationist**

2017 **Nurse Executive Advanced Board Certified – NEA – BC**

Professional Affiliations/Memberships

American College of Healthcare Executives
Urgent Care Association of America
American College of Occupational and Environmental Medicine
American Academy of Ambulatory Care Nursing

Community Development

President's Circle, NCH Foundation
Lake Zurich Chamber

Roosevelt University Alumni Association
Harper College Alumni Association

Attachment D

INSURANCE COVERAGES

- A. Worker's Compensation and Employer's Liability with limits not less than:

- (1) Worker's Compensation: Statutory;
- (2) Employer's Liability:
 - \$500,000 injury-per occurrence
 - \$500,000 disease-per employee
 - \$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

- B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.

All employees shall be included as insureds.

- C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

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

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

Coverages shall include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)

- D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of the Contract.

- E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

- F. Owner as Additional Insured. Owner shall be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each such additional Insured endorsement shall identify Owner as follows: City of Des Plaines, including its City Council members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.

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

Additional Insured

Policy or Policies



OFFICE OF THE MAYOR

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

MEMORANDUM

Date: March 12, 2021
To: Honorable Aldermen
From: Matthew J. Bogusz, Local Liquor Commissioner
Cc: Vickie Baumann, Secretary/Licensing Division
Subject: Liquor License Request for an Increase in Liquor License Classification

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

La Autentica Donita Oaxaquena Inc
1590 Rand Rd
Class A – Tavern / seats 250 or less (on-site consumption only)
- New Increase from 36 to 37

The complete application packet is on file in the Community and Economic Development Department. The required posting will be completed March 31, 2021 and all necessary fees have been secured.

This request will come before you on the Consent Agenda of the City Council meeting of Monday, April 5, 2021.

A handwritten signature in black ink, appearing to read 'Matthew J. Bogusz', with a stylized flourish at the end.

Matthew J. Bogusz
Mayor
Local Liquor Commissioner

Attachments: Ordinance M-5-21
Application Packet

CITY OF DES PLAINES

ORDINANCE M - 5 - 21

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

WHEREAS, La Autentica Donita Oaxaquena, Inc ("*Applicant*") applied to the Department of Community and Economic Development for a Class A liquor license for the premises commonly known as 1590 Rand Road, Des Plaines, Illinois ("*Premises*") pursuant to Chapter 4 of Title 4 of the Des Plaines City Code ("*City Code*"); and

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

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

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

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

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

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

4-18-1: FEE SCHEDULE:

Section	Fee Description	Number	Term	Fee	
					New
	*	*	*		
Chapter 4	Liquor Control				
4-4-5A	License Fees and Number:				
	Class	Number	Term	Initial Fee	Annual Fee
	Class A	36 37	Annual	\$3,850.00	\$1,925.00
	*	*	*		

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

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

PASSED this ____ day of _____, 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 Add One Class A Liquor License for La Autentica Donia Oaxaquena Inc



LOCAL LIQUOR COMMISSIONER

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

APPLICATION FOR A LIQUOR LICENSE

BUSINESS INFORMATION

Name: LA AUTENTICA DONITA OAXAQUEÑA
Address: 1590 RAND RD DES PLAINES Zip: 60016
Mailing Address: 1590 RAND RD Dept: _____
City: DES PLAINES St: IL Zip: 60016
Email: Ortigoza.duva@gmail.com Phone#: 224-374-3668
Day/Hours of Operations: Monday: 9^{am}-11^{pm} Tuesday: 9^{am}-11^{pm} Wednesday: 9^{am}-11^{pm}
Thursday: 9^{am}-11^{pm} Friday: 9^{am}-2^{am} Saturday: 9^{am}-2^{am} Sunday: 9^{am}-11^{pm}

CLASSIFICATION

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

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

Title: PRESIDENT, SECRETARY % of Stock: 100%
Name: Duva Ortigoza
Title: _____ % of Stock: _____
Name: _____

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

ADDITIONAL INFORMATION

Does the applicant own the property or premises of the business? ☒ NO ☐ YES
If NO, please provide name/address of the property owner and expiration date of the executed lease:

Is any elected City Official, County Commission or County Board member affiliated directly or indirectly with the applicant/business? ☒ NO ☐ YES
If YES, please provide name, position and a detailed description to the particulars:

Has any officer, owner or stockholder of the of the corporation or business obtained a liquor license for another location? ☒ NO ☐ YES
If YES, please provide name, location and disposition/status of each:

Has any officer, owner or stockholder of the of the corporation or business had a liquor license revoked for another location? ☒ NO ☐ YES
If YES, please provide name, location and reason for revocation of each:

AFFIDAVIT

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

D.O. INITIALS

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

D.O. INITIALS

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

D.O. INITIALS

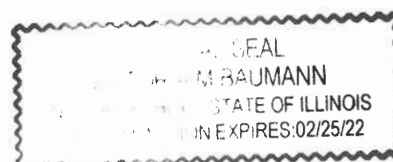
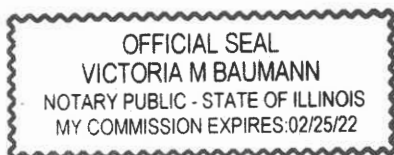

Signature of Owner

DUVA ORTIGOZA
Print Name

SUBSCRIBED and SWORN to before me this

5 day of February, 2021.

Victoria M Baumann
NOTARY PUBLIC (STAMP SEAL BELOW)



FORM **BCA 2.10**
ARTICLES OF INCORPORATION
Business Corporation Act

Filing Fee: \$150

File #: **73148383**

Approved By: **MJE**

FILED

FEB 05 2021

Jesse White
Secretary of State

1. Corporate Name: LA AUTENTICA DONITA OAXAQUENA, INC.

2. Initial Registered Agent: DUVA ORTIGOZA
First Name Middle Initial Last Name

Initial Registered Office: 1590 RAND RD
Number Street Suite No.
DES PLAINES IL 60016-3410 COOK
City ZIP Code County

3. Purposes for which the Corporation is Organized:
The transaction of any or all lawful businesses for which corporations may be incorporated under the Illinois Business Corporation Act.

4. Authorized Shares, Issued Shares and Consideration Received:

Class	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
COMMON	1000	100	\$ 100

NAME & ADDRESS OF INCORPORATOR

5. The undersigned incorporator hereby declares, under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated FEBRUARY 05, 2021 1590 RAND RD
Month & Day Year Street
DUVA ORTIGOZA DES PLAINES IL 60016
Name City/Town State ZIP Code



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/04/2021

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

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

PRODUCER JOHN M BROWN INSURANCE AGENCY INC 21750 Hardy Oak Blvd Ste 104 San Antonio TX 78258-4946		CONTACT NAME: Sandro Zevallos PHONE (A/C, No, Ext): 888-973-0016 FAX (A/C, No): 7736572010 E-MAIL: sandro@farmerbrown.com ADDRESS:	
INSURED LA DONITA RESTAURANT INC 1590 Rand Rd Des Plaines Des Plaines IL 60016-4871		INSURER(S) AFFORDING COVERAGE INSURER A: Blackboard Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ILSMAJB1HIBP-45841-01	06/24/2020	06/24/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			ILSMAJB1HIBP-45841-01	06/24/2020		Each Occurrence 1,000,000 Aggregate 2,000,000

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

Dram shop with consumption on premises

CERTIFICATE HOLDER**CANCELLATION**

Local Liquor Commission

1420 Minor St

Des Plaines

IL 60016

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DES PLAINES, ILLINOIS HELD VIA ZOOM VIDEO CONFERENCE ON MONDAY, APRIL 5, 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 Monday, April 5, 2021.

ROLL CALL:

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

Also present were: City Manager Bartholomew, Director of Public Works and Engineering Oakley, Fire Chief Anderson, Police Chief Anderson, and General Counsel Friedman.

PRAYER AND PLEDGE:

The prayer was offered by Alderman Goczkowski 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 April 5, 2021. No public comments were submitted to the City Council.

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 Lysakowski, seconded by Brookman, 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: 8 - Lysakowski, Moylan, Rodd, Zadrozny
Brookman, Chester, Smith, Goczkowski

NAYS: 0 - None
Motion declared carried.

**CONSENT
AGENDA:**

Moved by Brookman, seconded by Chester, to establish the Consent Agenda. Upon voice vote, the vote was:

AYES: 8 - Lysakowski, Moylan, Rodd, Zadrozny
Brookman, Chester, Smith, Goczkowski

NAYS: 0 - None

Motion declared carried.

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

AYES: 7 - Lysakowski, Moylan, Rodd, Zadrozny
Brookman, Chester, Smith, Goczkowski

NAYS: 0 - None

Motion declared carried.

Minutes were approved; Resolutions R-61-21, R-62-21, R-64-21, R-65-21, R-66-21, R-67-21, R-68-21, R-69-21 and R-70-21 were adopted and Ordinance M-5-21 was approved on First Reading.

**APPROVE
LIQUOR LICENSE
CHANGE OF
OWNERSHIP
Consent Agenda**

Moved by Brookman, seconded by Lysakowski, to Approve a Liquor License Request for a Change of Ownership of an Existing Class H-2 Liquor License (Bulk Retail Sales of Beer & Wine Only for Off-Site Consumption) for KRP Convenience, Inc. d/b/a 7-Eleven #33360C, 586 East Oakton Street. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE
LIQUOR LICENSE
CHANGE OF
OWNERSHIP:
Consent Agenda**

Moved by Brookman, seconded by Lysakowski, to Approve a Liquor License Request for a Change of Ownership of an Existing Class A Liquor License (Tavern – Seats 250 or Less for On-Site Consumption) for C&K Fortune House, Inc., d/b/a House of Szechwan, 22 Northwest Highway. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE NEW
CLASS A LIQUOR
LICENSE
Consent Agenda**

Moved by Brookman, seconded by Lysakowski, to Approve Ordinance M-5-21, AN ORDINANCE AMENDING THE CITY CODE TO ADD ONE CLASS “A” LIQUOR LICENSE. Motion declared carried as approved unanimously under Consent Agenda

**Ordinance
M-5-21****APPROVE 2021
UNIFORM
PURCHASE
Consent Agenda**

Moved by Brookman, seconded by Lysakowski, to Approve Resolution R-61-21, A RESOLUTION AUTHORIZING THE PURCHASE OF FIRE DEPARTMENT UNIFORMS FROM ON TIME EMBROIDERY, INC. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-61-21**

**PURCHASE OF
BUNKER GEAR**
Consent Agenda

Moved by Brookman, seconded by Lysakowski, to Approve Resolution R-62-21, A RESOLUTION APPROVING THE PURCHASE OF BUNKER GEAR FROM W.S. DARLEY & COMPANY. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-62-21

**PURCHASE OF
MINI-RESCUE
APPARATUS**

Moved by Brookman, seconded by Goczowski, to Refer to the Public Safety Committee Resolution R-63-21, A RESOLUTION APPROVING THE PURCHASE OF A RESCUE SQUAD APPARATUS FROM ALEXIS FIRE EQUIPMENT. Motion declared carried.

Resolution
R-63-21

**AWARD BID/CITY
HALL MASONRY
REPAIRS**
Consent Agenda

Moved by Brookman, seconded by Lysakowski, to Approve Resolution R-64-21, A RESOLUTION APPROVING A CONTRACT WITH JLJ CONTRACTING, INC. FOR THE CITY HALL WATERPROOFING MASONRY REPAIRS PROJECT. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-64-21

**APPROVE
WATER MAIN
IMPROVMENTS**
Consent Agenda

Moved by Brookman, seconded by Lysakowski, to Approve Resolution R-65-21, A RESOLUTION APPROVING TASK ORDER NO. 11 UNDER A MASTER CONTRACT WITH TROTTER & ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-65-21

**PIPELINE AGR/
UNION PAC RR**
Consent Agenda

Moved by Brookman, seconded by Lysakowski, to Approve Resolution R-66-21, A RESOLUTION AUTHORIZING THE EXECUTION OF A PIPELINE CROSSING AGREEMENT BETWEEN THE UNION PACIFIC RAILROAD COMPANY AND THE CITY OF DES PLAINES. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-66-21

AGR./MWRD
Consent Agenda

Moved by Brookman, seconded by Lysakowski, to Approve Resolution R-67-21, A RESOLUTION APPROVING AN AGREEMENT WITH THE METROPOLITAN WATER RECLAMATION DISTRICT. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-67-21

**AGR./IL
EMERGENCY
MGMT AGENCY**
Consent Agenda

Moved by Brookman, seconded by Lysakowski, to Approve Resolution R-68-21, A RESOLUTION APPROVING AN AMENDMENT TO THE GRANT AGREEMENT WITH THE ILLINOIS EMERGENCY MANAGEMENT AGENCY. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-68-21

RESCIND
R-150-19:
Consent Agenda

Resolution
R-69-21

Moved by Brookman, seconded by Lysakowski, to Approve Resolution R-69-21, A RESOLUTION RESCINDING RESOLUTION NO. R-150-19 WHICH APPROVED AN INTERGOVERNMENTAL GRANT AGREEMENT WITH THE ILLINOIS EMERGENCY MANAGEMENT AGENCY REGARDING THE FIRE STATION 61 FLOOD WALL. Motion declared carried as approved unanimously under Consent Agenda.

AGR./CIP SIGN
REPLACEMENT
PROGRAM
Consent Agenda

Resolution
R-70-21

Moved by Brookman, seconded by Lysakowski, to Approved Resolution R-70-21, A RESOLUTION APPROVING AN AGREEMENT WITH TRAFFIC CONTROL & PROTECTION, INC. FOR THE 2021 CIP SIGN REPLACEMENT PROGRAM. Motion declared carried as approved unanimously under Consent Agenda.

APPROVE
MINUTES:
Consent Agenda

Moved by Brookman, seconded by Lysakowski, to approve Minutes of the City Council meeting of March 15, 2021, as published. Motion declared carried as approved unanimously under Consent Agenda.

APPROVE
MINUTES:
Consent Agenda

Moved by Brookman, seconded by Rodd, to approve the Closed Session Minutes of the City Council meeting of March 15, 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 Rodd, to approve the Warrant Register of April 5, 2021 in the Amount of \$4,541,079.82 and approve Resolution R-71-21. Upon roll call, the vote was:

Resolution
R-71-21

AYES: 8 - Lysakowski, Moylan, Rodd, Zadrozny
Brookman, Chester, Smith, Goczkowski
NAYS: 0 - None
Motion declared carried.

GOOD OF THE
ORDER
COMMENTS

City Manager Bartholomew request input from the City Council regarding the July 4, 2021 Parade. After discussion, it was decided to Cancel the Parade and duplicate the events of 2020.

**CLOSED
SESSION:**

Moved by Goczkowski, seconded by Lysakowski to adjourn to Closed Session to discuss Personnel. Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Rodd, Zadrozny
Brookman, Chester, Smith, Goczkowski

NAYS: 0 - None

Motion declared carried.

ADJOURNMENT:

The meeting adjourned at 7:22 p.m.

Jennifer Tsalapatanis, City Clerk

APPROVED BY ME THIS _____

DAY OF _____, 2021

Matthew J. Bogusz, MAYOR



FINANCE DEPARTMENT

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

MEMORANDUM

Date: April 5, 2021
To: Michael G. Bartholomew, City Manager
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance
Subject: Resolution R-72-21, April 19, 2021 Warrant Register

A handwritten signature in blue ink, likely belonging to Dorothy Wisniewski, is written over the 'To' and 'From' lines of the memorandum.

Recommendation: I recommend that the City Council approve the April 19, 2021 Warrant Register Resolution R-72-21.

Warrant Register.....\$3,297,620.13

Estimated General Fund Balance

Balance as of 02/28/2021: \$18,062,542

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-72-21

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.

April 19, 2021

City of Des Plaines

Warrant Register 04/19/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund					
Department: 00 - Non Departmental					
1	4350	Contractor Licenses	8387 Kochou, Joseph	REFUND - 3/31/21 Refund - Contractors License	50.00
2	4400	Building Permits	8388 Emergency Plumbing	REFUND - 3/31/21 Permit Fee Refund - Originally Issued 3/22/21- 2021-03000215	112.50
3	4470	Occasional Sales Permits	8385 Hodyl, Kamila	REFUND - 3/23/21 Refund for Garage Sale - 21-004 Issued 3/15/21	5.00
Total 00 - Non Departmental					167.50

Elected Office					
Division: 110 - Legislative					
4	6015	Communication Services	1552 Verizon Wireless	9875452017 Communication Service 02/14-03/13/2020	429.76
5	7320	Equipment < \$5,000	1552 Verizon Wireless	9875452017 Communication Service 02/14-03/13/2020	394.98
Total 110 - Legislative					824.74

Division: 120 - City Clerk					
6	6015	Communication Services	1552 Verizon Wireless	9875452017 Communication Service 02/14-03/13/2020	42.46
7	6100	Publication of Notices	1050 Journal & Topics Newspapers	185276 Legal Notice - 2021 Crack-Joint Sealing 03/17/2021	103.86
8	7000	Office Supplies	1644 Warehouse Direct Inc	4914178-0 2 Each of Organizers, Sorters, Bookends	68.38
Total 120 - City Clerk					214.70

Total 10 - Elected Office					1,039.44
----------------------------------	--	--	--	--	-----------------

City Administration					
Division: 210 - City Manager					
9	6015	Communication Services	1552 Verizon Wireless	9875452017 Communication Service 02/14-03/13/2020	42.46
10	7000	Office Supplies	1644 Warehouse Direct Inc	4921730-0 Tape Dispenser	10.63
Total 210 - City Manager					53.09

Division: 220 - Legal					
11	6009	Legal Fees - Admin Hearings/Prosecutions	1735 Cohen Law Firm PC	03-21 Administrative Hearings 03/04/21 - 03/18/2021	900.00
12	6009	Legal Fees - Admin Hearings/Prosecutions	1073 Bartel, Raymond	21-06 Admn Hearings, Traffic Court & Other 03/18-04/01/2021	690.00
Total 220 - Legal					1,590.00

Division: 230 - Information Technology					
13	6000	Professional Services	5934 Tyler Technologies Inc	025-327-421 Courts And Justice INCODE Programming 03/02/21 - 03/04/21	2,000.00
14	6000	Professional Services	6694 Key Code Media Inc	088191 Media Rm Sys Design Consulting Engagement 09/10/2020-03/23/2021	10,560.00

City of Des Plaines

Warrant Register 04/19/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
15	6000	Professional Services	1118 Chicago Communications LLC	325194 Professional Services To Decommission 911 Datacenter 03/08/2021	5,760.00
16	6015	Communication Services	1552 Verizon Wireless	9875452017 Communication Service 02/14-03/13/2020	307.91
17	6305	R&M Equipment	1035 Dell Marketing LP	10472259088 Dell Rugged Support 03/15/2021-01/21/2022	187.80
18	6305	R&M Equipment	2664 Speedlink Solutions Inc	709449 Barracuda BMA450 Maintenance 5/8/21 - 5/7/22	2,970.72
19	7200	Other Supplies	8244 Des Plaines Ace Hardware	548/2 U Bolts And Fasteners For Police Squad Cars	12.56
20	7200	Other Supplies	8244 Des Plaines Ace Hardware	559/2 Fasteners For Squad Cars	8.20
21	7200	Other Supplies	8244 Des Plaines Ace Hardware	570/2 Fasteners For Police Squad Cars	4.60
Total 230 - Information Technology					21,811.79

Division: 240 - Media Services					
22	6015	Communication Services	1552 Verizon Wireless	9875452017 Communication Service 02/14-03/13/2020	158.39
23	6195	Miscellaneous Contractual Services	6078 Accela Incorporated	INV-ACC53714 DP 311 Annual Subscription 04/01/2021-03/31/2022	8,636.91
Total 240 - Media Services					8,795.30

Division: 250 - Human Resources					
24	5560	Unemployment Claims	2243 Sedgwick CMS	400000056113 Unemployment Insurance Admin Services 04/19-07/18/2021	550.00
25	6015	Communication Services	1552 Verizon Wireless	9875452017 Communication Service 02/14-03/13/2020	31.23
26	7000	Office Supplies	1644 Warehouse Direct Inc	4916555-0 2 Security Stamps & 1 Pack of Note Pads	26.47
Total 250 - Human Resources					607.70

Total 20 - City Administration					32,857.88
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Department: 30 - Finance					
27	6015	Communication Services	1552 Verizon Wireless	9875452017 Communication Service 02/14-03/13/2020	99.70
28	6110	Printing Services	1233 Press Tech Inc	47671 2000 City Office Envelopes	340.00
29	6110	Printing Services	1106 Chromatech Printing Inc	8945/25996 2500 CDP Finance 3-Part Numbered Receipt Forms 03/24/2021	938.00
30	7000	Office Supplies	1644 Warehouse Direct Inc	4918322-0 3 Ctns of Copy Paper, 4 Steno Notebooks & 1 Dz Highlighters	149.53
Total 30 - Finance					1,527.23

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
Community Development					
Division: 410 - Building & Code Enforcement					
31	6000	Professional Services	3337 HR Green Inc	141500 Building Services/Inspections 1/1/21-1/31/21	5,878.50
32	6000	Professional Services	3337 HR Green Inc	142234 Building Services/Inspections 2/1/21-2/28/21	1,827.75
33	6000	Professional Services	7647 Citywide Elevator Inspection Services Inc	D69728 58 Elevator Inspections - 8/17/2020-9/10/2020	464.00
34	6015	Communication Services	1552 Verizon Wireless	9875452017 Communication Service 02/14-03/13/2020	411.72
35	6110	Printing Services	1233 Press Tech Inc	47668 1 Box of Business Cards	20.00
36	6110	Printing Services	1106 Chromatech Printing Inc	8934/25983 2,000 Business License Certificate Envelopes	783.00
37	7300	Uniforms	1538 Lands' End Business Outfitters	SIN9057072 Uniform for Code Enforcement Inspector	42.91
38	7500	Postage & Parcel	1041 Federal Express	7-316-12834 Shipping Charge for 3/24/21	38.41
Total 410 - Building & Code Enforcement					9,466.29

Division: 420 - Planning & Zoning					
39	6015	Communication Services	1552 Verizon Wireless	9875452017 Communication Service 02/14-03/13/2020	42.46
Total 420 - Planning & Zoning					42.46

Division: 430 - Economic Development					
40	6601	Incentive - Business Assistance	4865 All 3 G'S Inc	GRANT - 3/30/21 Small Business Safe Reopening Grant - 3/30/21 - R-50-21	1,974.05
41	6601	Incentive - Business Assistance	6228 Charcoal Delights on Oakton Inc	GRANT - 3/30/21 Small Business Safe Reopening Grant - 3/30/21 - R-50-21	719.03
42	6601	Incentive - Business Assistance	4982 Won Ton Gourmet Incorporated	GRANT - 3/30/21 Small Business Safe Reopening Grant - 3/30/21 - R-50-21	1,194.80
43	6601	Incentive - Business Assistance	8386 Happy House Restaurant Inc	GRANT- 3/30/21 Small Business Safe Reopening Grant - 3/30/21 - R-50-21	2,000.00
Total 430 - Economic Development					5,887.88

Total 40 - Community Development					15,396.63
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Public Works & Engineering					
Division: 100 - Administration					
44	6015	Communication Services	1552 Verizon Wireless	9875452017 Communication Service 02/14-03/13/2020	100.03
45	6040	Waste Hauling & Debris Removal	8234 Kuusakoski US LLC	A-8319 Electronics Recycling - 03/17/2021	1,541.34
46	6300	R&M Software	6055 Axiom Human Resource Solutions Inc	0000036970 Kronos User Fees - February 2021	170.50
Total 100 - Administration					1,811.87

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
Division: 510 - Engineering						
47	6015	Communication Services	1552 Verizon Wireless	9875452017	Communication Service 02/14-03/13/2020	348.32
Total 510 - Engineering						348.32

Division: 530 - Street Maintenance						
48	6015	Communication Services	1552 Verizon Wireless	9875452017	Communication Service 02/14-03/13/2020	332.35
49	6040	Waste Hauling & Debris Removal	6988 Lighting Resources LLC	53-10515	Light Bulb Recycling - 03/23/2021	600.00
50	6110	Printing Services	1233 Press Tech Inc	47386	1,000 Return Envelopes - Tree Planting - 01/18/2021	170.00
51	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	2725	Stump Removal & Restorations - 03/25/2021, R-169-19	6,861.00
52	6195	Miscellaneous Contractual Services	3595 TraffTech Inc	1794	Sign Fabrication Tech Support - 03/12/2021	1,350.00
53	6195	Miscellaneous Contractual Services	7050 DGO Premium Services Company	210122	Sidewalk Snow Removal - 03/15/2021	3,800.00
54	6195	Miscellaneous Contractual Services	7706 Lakeshore Recycling Systems LLC	PS363970	Street Sweeping Services - 03/09/2021, R-5-21	386.25
55	7000	Office Supplies	1644 Warehouse Direct Inc	4922693-0	Pens, Note Pads, Copy Paper, Etc - PW	69.68
56	7020	Supplies - Safety	1732 Traffic Control & Protection Inc	106507	100 Traffic Safety Cones - 03/19/2021	640.00
57	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	76315	Towels & 4 Scrapers	32.50
58	7050	Supplies - Streetscape	1516 Arthur Clesen Inc	358242	(2) 50# Bags Grass Seed - Restorations - 03/24/2021	255.00
59	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10375321	8.0 Cu Yds Top Soil - 03/17/2021	237.20
60	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10375821	Straw Blanket - Restorations - 03/26/2021	56.40
61	7055	Supplies - Street R&M	1550 Addison Building Material Co	948130	Marking Paint & Spray Bottles - Asphalt Patching	170.23
62	7300	Uniforms	1580 Mighty Mites Awards Inc	15148	20 Seasonal Employee T-Shirts - 03/05/2021	160.00
Total 530 - Street Maintenance						15,120.61

Division: 535 - Facilities & Grounds Maintenance						
63	6015	Communication Services	1552 Verizon Wireless	9875452017	Communication Service 02/14-03/13/2020	159.14
64	6145	Custodial Services	8073 Crystal Maintenance Services Corporation	27455	Custodial Services - 04/01-04/30/2021, R-185-19	7,650.00
65	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4078844618	Mat Service - Metra Train Station - 03/17/2021	35.00
66	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4079495871	Mat Service - Police Station - 03/24/2021	122.24
67	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4079495891	Mat Service - Metra Train Station - 03/24/2021	35.00
68	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	9124897010	Mat Service Credit - Metra Train Station - 03/21/2021	(1.28)

City of Des Plaines

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
69	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	9124897012	Mat Service Credit - Police Station - 03/21/2021	(4.60)
70	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	9124897017	Mat Service Credit - Metra Train Station - 03/21/2021	(1.28)
71	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	9124897022	Mat Service Credit - 03/21/2021	(1.28)
72	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	9124897025	Mat Service Credit - Police Station - 03/21/2021	(4.60)
73	6315	R&M Buildings & Structures	8170 F E Moran Inc	001-185329001	Strainer Replacement - City Hall - 01/08-03/01/2021	3,445.42
74	6315	R&M Buildings & Structures	8170 F E Moran Inc	001-185329002	Valve Installation & Gate Valves - City Hall - 01/08-03/25/2021	17,252.83
75	6315	R&M Buildings & Structures	8170 F E Moran Inc	001-185329003	Chiller Steel Modifications - City Hall - 12/24/2020-02/24/2021	11,501.10
76	6315	R&M Buildings & Structures	8170 F E Moran Inc	001-185329004	Valve Replace & Filter Install - City Hall - 01/08-03/01-2021	14,197.18
77	6315	R&M Buildings & Structures	5698 Doors Done Right Inc	11420	Shim Hinges on Door - PW - 03/16/2021	120.00
78	6315	R&M Buildings & Structures	1525 Hastings Air-Energy Control Inc	187965	Plymovent Repair - Fire Station #63 - 03/22/2021	214.29
79	7025	Supplies - Custodial	1028 Case Lots Inc	3456	Bathroom Air Freshener - City Hall	209.70
80	7025	Supplies - Custodial	1029 Cintas Corporation	4078844461	Cleaners, Paper Towels, Air Freshener, Soap, Mat, Etc - PW	143.85
81	7025	Supplies - Custodial	1029 Cintas Corporation	4079495880	Scraper, Cleaners, Paper Towels, Air Freshener, Etc - PW	165.03
82	7025	Supplies - Custodial	2053 USA Bluebook	467667	LED Light & Paper Towels	112.27
83	7025	Supplies - Custodial	1029 Cintas Corporation	9124897016	Custodial Supplies Credit - PW	(6.23)
84	7025	Supplies - Custodial	1029 Cintas Corporation	9124897021	Custodial Supplies - PW	(5.43)
85	7025	Supplies - Custodial	1029 Cintas Corporation	9124897031	Custodial Supplies Credit - PW	(9.61)
86	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	7020572	Rotary Hammer Tool	219.00
87	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	0010282	Photo Mount Control - Police Station	17.98
88	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1061177	Padlock - PW North Gate	34.43
89	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	7020602	Building Supplies - City Hall 6th Floor	7.47
90	7045	Supplies - Building R&M	1057 Menard Incorporated	75918	Drywall Repair Materials - City Hall	63.57
91	7045	Supplies - Building R&M	1057 Menard Incorporated	75937	Plumbing Caps - City Hall	22.70
92	7045	Supplies - Building R&M	1057 Menard Incorporated	76167	Building Supplies - City Hall	62.96

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
93	7045	Supplies - Building R&M	1057 Menard Incorporated	76186	Lighting Supplies - Police Station	388.95
94	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8020415	Machine Screws, Hole Saw, Etc - Civic Deck	43.38
95	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8074300	Building Supplies - City Hall	123.75
96	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	9080210	Bi-Metal Set & Dust Bags - City Hall	66.79
97	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	M82590	9 Door System Controllers - City Buildings	2,868.75
98	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	M82592	5 Door System Controllers - City Hall	1,629.65
99	7140	Electricity	1033 ComEd	0459113083-03/21	Electricity Service 02/15-03/16/2021	11,727.05
100	7140	Electricity	1033 ComEd	5310654039-03/21	Electricity Service 02/05-03/08/2021	182.91
101	7200	Other Supplies	1057 Menard Incorporated	75948	6 Bags Instant Concrete - Post Install	41.94
Total 535 - Facilities & Grounds Maintenance						72,830.02

Division: 540 - Vehicle Maintenance						
102	6015	Communication Services	1552 Verizon Wireless	9875452017	Communication Service 02/14-03/13/2020	97.19
103	6135	Rentals	1029 Cintas Corporation	4078835712	Mechanic's Uniform Rental - 03/17/2021	137.54
104	6135	Rentals	1029 Cintas Corporation	4079481824	Mechanic's Uniform Rental - 03/24/2021	137.54
105	6195	Miscellaneous Contractual Services	1741 Praxair Distribution Inc	62523880	Cylinder Rental - 02/20/2021-03/20/2021	643.57
106	6305	R&M Equipment	1346 Lorchem Technologies Inc	49389	Pressure Washer & Soap Dispenser Repair - PW5PW1 - 03/25/2021	762.71
107	6310	R&M Vehicles	1643 Golf Mill Ford	831468	Window Function Correction - Police 6070 - 03/11/2021	73.98
108	6310	R&M Vehicles	6598 Cummins Inc	F2-15095	Service Call - Check Engine Codes - PW 5099 -02/24/2021	1,958.73
109	6310	R&M Vehicles	6598 Cummins Inc	F2-39931	Replace Doser Valve, Etc - PW 5092 - 03/23/2021	1,551.59
110	7030	Supplies - Tools & Hardware	1062 NAPA of Des Plaines	5741-791381	10 Air Fittings	25.80
111	7030	Supplies - Tools & Hardware	1450 Terrace Supply Co	70494350	Torch Tips & Electrodes	387.54
112	7030	Supplies - Tools & Hardware	1450 Terrace Supply Co	70494885	Torch Tips	292.12
113	7035	Supplies - Equipment R&M	1062 NAPA of Des Plaines	5741-790592	Hydraulic Fittings - Stock	194.62
114	7035	Supplies - Equipment R&M	1088 Atlas Bobcat LLC	BI1506	2 Hydraulic Hoses - PW 5B28 - 03/23/2021	260.70
115	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	L86262	Pin, Washers, & Spacers - PW 5027	558.99

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
116	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_168387	2 Chrome Plastic Nut Covers - Fire 7801	29.88
117	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0191527	Brake Pads & Rotors - Police Stock	612.09
118	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0193943	Brake Pads & Rotors - Police Stock	625.60
119	7040	Supplies - Vehicle R&M	6244 Valvoline LLC	133023084	Windshield Washer Solvent - Stock	148.32
120	7040	Supplies - Vehicle R&M	6244 Valvoline LLC	133023085	Bulk Engine Oil & Hydraulic Oil - Stock	1,276.66
121	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1CR0032161	Returned Struts & Shocks - Fire 7401	(410.93)
122	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280117710	2 Drive Tires - Fire 7801	1,389.00
123	7040	Supplies - Vehicle R&M	1671 Terminal Supply Company	28285-00	Shrink Tubes, Electrical Connectors, Etc - Fire Stock	602.29
124	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3022798760	Air Pressure Switch & Fitting, Etc-PW 5079, PW 5080	322.22
125	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3022803600	Exhaust Stack - PW 5079	160.00
126	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3022859424	Returned Air Fitting Tee - PW 5080	(10.74)
127	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1246130	Front Hub Assembly -PW 5068	377.79
128	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	410851817	4 Tires - Police 6916	519.76
129	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-790014	Diesel Exhaust Fluid, Sea Foam Cleaner, Filter - PW & Fire Stock	494.78
130	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-790601	Air Filter - Fire 7405	10.43
131	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-791101	O2 Sensors & Purge Valves	172.63
132	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-791265	Returned Brakelines - PW 5064 & PW 9033	(63.01)
133	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-791323	4 Oil Filters - PW Stock	13.24
134	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P08337	O-Rings - Fire 7603	155.84
135	7120	Gasoline	8331 Avalon Petroleum Company Inc	572914	4,100 Gals Unleaded Gasoline-3/5/21, R-163-20	7,445.35
136	7120	Gasoline	8331 Avalon Petroleum Company Inc	572999	5,000 Gals Unleaded Gasoline-3/25/21, R-163-20	8,875.78
137	7130	Diesel	8331 Avalon Petroleum Company Inc	023381	2,700 Gals Bio Diesel - 03/05/2021, R-163-20	5,674.27
138	7130	Diesel	8331 Avalon Petroleum Company Inc	023417	2,300 Gals Bio Diesel - 03/25/2021, R-163-20	3,725.64
Total 540 - Vehicle Maintenance						39,229.51
Total 50 - Public Works & Engineering						129,340.33

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
Police Department						
Division: 100 - Administration						
139	6015	Communication Services	1552 Verizon Wireless	9875452017	Communication Service 02/14-03/13/2020	148.83
Total 100 - Administration						148.83

Division: 610 - Uniformed Patrol						
140	6015	Communication Services	1552 Verizon Wireless	9875452017	Communication Service 02/14-03/13/2020	1,801.24
141	7200	Other Supplies	5174 Tri-Tech Forensics Inc	423764	150 Swab Protectors	56.70
142	7300	Uniforms	1489 JG Uniforms Inc	82788	New Officer Uniforms	313.00
143	7300	Uniforms	1489 JG Uniforms Inc	82789	New Officer Uniforms	388.50
Total 610 - Uniformed Patrol						2,559.44

Division: 620 - Criminal Investigation						
144	6015	Communication Services	1552 Verizon Wireless	9875452017	Communication Service 02/14-03/13/2020	953.96
145	6195	Miscellaneous Contractual Services	1517 Trans Union LLC	03151778	Investigations Database 02/26-03/25/2021	454.54
146	6195	Miscellaneous Contractual Services	3701 LeadsOnline LLC	317706	LEADs Online Total Track Investigation Sys 5/15/2021-5/14/2022	5,158.00
Total 620 - Criminal Investigation						6,566.50

Division: 630 - Support Services						
147	6015	Communication Services	1680 Pacific Telemanagement Services	2063708	3 Public Pay Phones Monthly Fee April 2021	228.00
148	6015	Communication Services	1118 Chicago Communications LLC	325520	License Renewal Fee Call Sign WNV678 01/14/2021-01/14/2031	160.00
149	6015	Communication Services	1552 Verizon Wireless	9875452017	Communication Service 02/14-03/13/2020	441.92
150	6035	Dispatch Services	4996 Wheeling, Village of	DISP000021	Emergency Dispatch Services 2021 (Year 2 of 5) 1st Qtr R-196-19	573,613.25
151	6300	R&M Software	6628 eLineup LLC	904	eLineup Software Maintenance 2/11/2021-2/11/2022	600.00
152	6345	R&M Police Range	3882 Best Technology Systems Inc	BTL-21011-3	2021 Service Agreement for Range Cleaning and Maint March	590.75
153	7015	Supplies - Police Range	1722 Brownells Inc	20776886.00	3 AR Front Sites and 3 AR Delta Ring Assemblies	338.54
154	7300	Uniforms	1489 JG Uniforms Inc	82787	New CSO Uniforms	535.00
Total 630 - Support Services						576,507.46

Total 60 - Police Department						585,782.23
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Fire Department						
Division: 100 - Administration						
155	6015	Communication Services	1552 Verizon Wireless	9875452017	Communication Service 02/14-03/13/2020	313.32

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
156	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8181634293 On-Site Shredding-Sta 61 03/05/2021	81.36
Total 100 - Administration					394.68

Division: 710 - Emergency Services					
157	5325	Training	1252 NIPSTA	03182021 Misc. Training Classes 04/05/2021 - 04/06/2021	6,700.00
158	6015	Communication Services	1552 Verizon Wireless	9875452017 Communication Service 02/14- 03/13/2020	799.83
159	6015	Communication Services	1552 Verizon Wireless	9875452017 Communication Service 02/14- 03/13/2020	720.32
160	6035	Dispatch Services	5067 Regional Emergency Dispatch Center	164-21-04 R-141-13 Monthly Dispatch Service April 2021 (+True-Up Chrgs)	76,819.00
161	6110	Printing Services	1233 Press Tech Inc	47591 1,000 Apparatus and Repair Forms 03/19/2021	172.00
162	6305	R&M Equipment	1080 Air One Equipment Inc	166551 6 SCBA Cylinder Hydrotests 03/04/2021	194.00
163	7025	Supplies - Custodial	8019 Ferguson Facilities	0270958-1 6 Bounce Fabric Softeners, 11 Cotton Cut End	177.20
164	7025	Supplies - Custodial	8019 Ferguson Facilities	0283176 Shampoo, Bowl Clnr, Germicidal Clnr, Brushes, Towels, Etc.	1,668.72
165	7035	Supplies - Equipment R&M	1747 Murphy's Contractors Equipment Inc	213256 Recoil & Screws for Husqvarna Lawnmower	111.72
166	7035	Supplies - Equipment R&M	1047 Home Depot Credit Svcs	2192120 Credit for Plywood Return	(60.45)
167	7035	Supplies - Equipment R&M	1047 Home Depot Credit Svcs	2420408 Birch Plywood for Workbench-Sta 61	75.37
168	7035	Supplies - Equipment R&M	1047 Home Depot Credit Svcs	7192932 Credit for Bolt Return	(18.90)
169	7035	Supplies - Equipment R&M	1047 Home Depot Credit Svcs	8450348 Brackets, Bolts, Braces, Etc. for Workbench-Sta 61	522.09
170	7035	Supplies - Equipment R&M	1047 Home Depot Credit Svcs	8973846 Butcherblock Countertop for Workbench-Sta 61	367.40
171	7200	Other Supplies	1571 Welding Industrial Supply	2685857 6 Therapy Oxygen Cylinders 03/16/2021	139.24
172	7200	Other Supplies	7767 Quench USA Inc	INV02776969 Water Dispenser-Sta 61 12/01/20-2/28/2021	246.00
173	7320	Equipment < \$5,000	1291 Elevated Safety LLC	INV00001006 TRT Equip-Backpacks, Webbing, Petzls, Carabiners	1,260.00
174	7320	Equipment < \$5,000	1291 Elevated Safety LLC	INV00001174 TRT Equip-Ladder Belts, Harnesses, Rope Bags, Rope	1,005.50
175	8015	Equipment	6652 Stryker Sales Corporation	3329896M 2 Lucas Batteries	1,223.10
176	8015	Equipment	6652 Stryker Sales Corporation	3331744M LUCAS Chest Compression System, Battery Chrgr & Accessories	17,915.58
Total 710 - Emergency Services					110,037.72

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
Division: 720 - Fire Prevention					
177	6015	Communication Services	1552 Verizon Wireless	9875452017 Communication Service 02/14-03/13/2020	126.98
Total 720 - Fire Prevention					126.98

Division: 730 - Emergency Management Agency					
178	6015	Communication Services	1936 DTN LLC	5915629 2021 Weather Billing and Support for EMA 04/08-05/07/2021	379.00
179	6015	Communication Services	1552 Verizon Wireless	9875452017 Communication Service 02/14-03/13/2020	42.46
180	6305	R&M Equipment	1124 Braniff Communications Inc	0033314 Service Call-Warning Siren #013 at 588 Dara James 03/24/2021	210.00
Total 730 - Emergency Management Agency					631.46

Total 70 - Fire Department					111,190.84
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Department: 75 - Fire & Police Commission					
181	5340	Pre-Employment Testing	1267 Northwest Community Hospital	22339 Pre-Employment Medical Exam for 3 PD Candidates 12/14-12/18/2020	1,971.00
182	5340	Pre-Employment Testing	1267 Northwest Community Hospital	22428 Pre-Employment Medical Exam for 1 FD Candidate 12/23/2020	824.00
183	5340	Pre-Employment Testing	1267 Northwest Community Hospital	22566 Pre-Employment Medical Exam for 1 FD Candidate 01/04/2021	824.00
184	5340	Pre-Employment Testing	1267 Northwest Community Hospital	22798 Pre-Employment Medical Exam for 2 PD Candidates 02/05-02/08/2021	50.00
Total 75 - Fire & Police Commission					3,669.00

Total 100 - General Fund					880,971.08
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Fund: 201 - TIF #1 Downtown Fund					
185	6195	Miscellaneous Contractual Services	5440 Manusos General Contracting Inc	6166 Theater Construction Services TO#1 02/16/2021	8,133.30
186	6315	R&M Buildings & Structures	8288 Prostar Surfaces Inc	5741 Hardwood Flooring Install - Theater - 02/14-03/31/2021, R-173-20	24,700.00
Total 201 - TIF #1 Downtown Fund					32,833.30

Fund: 230 - Motor Fuel Tax Fund					
187	7140	Electricity	1033 ComEd	2943015087-03/21 Electricity Service 02/23-03/23/2021	14,619.24
188	7140	Electricity	1033 ComEd	2943015087-2/21C Credit for Electricity Service on Invoice 2943015087-02/21	(15,782.00)
189	7140	Electricity	1033 ComEd	2943015087-2/21R Electricity Service 01/22-02/23/2021	15,824.12
190	7160	Ice Control	1102 Cargill Inc	2906095536 Bulk Rock Salt - 01/20/2021	1,221.91

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
191	7160	Ice Control	1102 Cargill Inc	2906112273 Bulk Rock Salt - 03/25/2021, R-178-20	1,195.47
192	7160	Ice Control	1102 Cargill Inc	2906112274 Bulk Rock Salt - 03/25/2021, R-178-20	1,197.33
Total 230 - Motor Fuel Tax Fund					18,276.07

Fund: 250 - Grant Projects Fund					
Program: 2520 - Capital Grants					
193	6000	Professional Services	1394 Gewalt Hamilton Associates Inc	5693.000-12 Construction Engr-Lee-Forest Signalization 02/01-02/28/2021	16,201.08
194	6005	Legal Fees	8225 Golan Christie Taglia LLP	157673-OLN 0018 Legal Fees-Lee & Forest TL 1301 Lee St 01/01-01/31/2021	60.00
195	6005	Legal Fees	8225 Golan Christie Taglia LLP	157676-OLN 0002 Legal Fees-Lee & Forest TL 1427-1479 Lee St 01/01-01/31/2021	120.00
196	6005	Legal Fees	1733 Burke Burns & Pinelli Ltd	28347-OLN 0006 Legal Fees-Lee & Forest TL 1387 Lee 01/01-01/31/2021	300.00
197	6005	Legal Fees	1733 Burke Burns & Pinelli Ltd	28348-OLN 0007 Legal Fees-Lee & Forest TL 1387 Lee 01/01-01/31/2021	280.00
Total 2520 - Capital Grants					16,961.08
Total 250 - Grant Projects Fund					16,961.08

Fund: 260 - Asset Seizure Fund					
Program: 2610 - Customs					
198	8015	Equipment	1091 B&H Photo-Video	186577635 2 Cameras and Accessories	6,696.09
199	8015	Equipment	1091 B&H Photo-Video	186657505 3 Section Tripod	343.36
Total 2610 - Customs					7,039.45

Program: 2620 - DEA					
200	5345	Post-Employment Testing	2377 North Shore University Health System	213749609-031521 NIPAS Physical (Ofc) 3/15/21	623.00
201	8015	Equipment	7920 SF Mobile-Vision Inc	38792 10 Body-Worn Camera Mag Clips	665.00
Total 2620 - DEA					1,288.00

Program: 2640 - Forfeit					
202	6195	Miscellaneous Contractual Services	6150 Partners & Paws Veterinary Services LLC	88607 K9 Jager Exam and Medication 3/23/2021	199.75
Total 2640 - Forfeit					199.75

Total 260 - Asset Seizure Fund					8,527.20
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Fund: 400 - Capital Projects Fund					
203	6000	Professional Services	3337 HR Green Inc	142110 Bridge Inspections - 01/23/2021-02/19/2021	4,024.50
204	6015	Communication Services	1552 Verizon Wireless	9875452017 Communication Service 02/14-03/13/2020	133.45

City of Des Plaines

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
205	7320	Equipment < \$5,000	1552 Verizon Wireless	9875452017	Communication Service 02/14-03/13/2020	649.99
Total 400 - Capital Projects Fund						4,807.94

Fund: 410 - Equipment Replacement Fund						
Department: 60 - Police Department						
206	8015	Equipment	1045 Havey Communications	10856	Task Order #3 2020 Police Squad Up-Fitting (Squad #31) 03/24/2021	4,625.40
Total 60 - Police Department						4,625.40

Total 410 - Equipment Replacement Fund						4,625.40
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Fund: 420 - IT Replacement Fund						
207	8000	Computer Software	5934 Tyler Technologies Inc	045-332613	15% License Fees-Executime Time & Attendance Application License	6,399.00
208	8005	Computer Hardware	1035 Dell Marketing LP	10474486118	15 Dell Latitude Laptops	10,729.35
209	8005	Computer Hardware	1026 CDW LLC	9504186	RAM GDS Screen For Police Squad	1,139.42
Total 420 - IT Replacement Fund						18,267.77

Fund: 430 - Facilities Replacement Fund						
210	6000	Professional Services	4583 Argon Electric Company, Inc	9384	Electrical Load Calculations @ Theatre 02/23-02/25/2021	2,398.00
211	6000	Professional Services	4583 Argon Electric Company, Inc	9385	Load Calculations and Drawings @ Theatre 03/01-03/04/2021	2,398.00
212	6315	R&M Buildings & Structures	8170 F E Moran Inc	001-185329005	Valve Replacements & Pump Removal - Police - 01/08-03/01/2021	17,327.08
213	6315	R&M Buildings & Structures	8170 F E Moran Inc	001-185329006	Additional Roof Patching for Steel Upsize 03/10/2021	2,340.00
214	6315	R&M Buildings & Structures	8170 F E Moran Inc	001-185329007	Concrete Infill of Bases City Hall 03/11/2021	2,457.00
215	6315	R&M Buildings & Structures	8170 F E Moran Inc	001-185329008	Additional Pipe Penetration in Penthouse 03/08/2021	1,667.25
216	6315	R&M Buildings & Structures	8170 F E Moran Inc	001-185329009	Crane Upsize - 02/24/2021	4,582.89
217	6315	R&M Buildings & Structures	8170 F E Moran Inc	001-185329010	Chiller Storage/Offload 9/24/20-1/24/21	2,293.20
218	6315	R&M Buildings & Structures	8170 F E Moran Inc	001-185329011	Flatbed Delivery of Chiller 02/24/2021	1,755.00
219	6315	R&M Buildings & Structures	8170 F E Moran Inc	001-185329012	Glycol - 03/22/2021	5,393.02
220	6315	R&M Buildings & Structures	7016 Amici Terrazzo	1	Floor Leveling Theater Bathrooms - 03/18-03/19/2021	2,556.11
221	6315	R&M Buildings & Structures	5698 Doors Done Right Inc	11393	Theatre Stage Door Replacement 03/24/2021	7,165.00

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
222	6315	R&M Buildings & Structures	7350 JLI Contracting Inc	142495	Masonry Knee Wall Install - 1486 Miner - 03/24/2021	15,980.00
223	6315	R&M Buildings & Structures	7016 Amici Terrazzo	1A	Floor Leveling - Theater Bathrooms - 03/18-03/19/2021	398.84
224	6315	R&M Buildings & Structures	5972 Cobra Concrete Cutting Services Co	20072	Core Drilling 03/22/2021 @ Theatre	1,708.00
225	6315	R&M Buildings & Structures	7146 JOS Services Inc	3949	Plumbing Labor 3/8/21 @ Theatre	1,000.00
226	6315	R&M Buildings & Structures	7146 JOS Services Inc	3950	Plumbing Labor 3/9/21 @ Theatre	1,000.00
227	6315	R&M Buildings & Structures	7146 JOS Services Inc	3951	Plumbing Labor 3/10/21 @ Theatre	1,000.00
228	6315	R&M Buildings & Structures	7146 JOS Services Inc	3952	Plumbing Labor 3/11/21 @ Theatre	1,000.00
229	6315	R&M Buildings & Structures	7146 JOS Services Inc	3953	Plumbing Labor 3/12/21 @ Theatre	2,000.00
230	6315	R&M Buildings & Structures	7146 JOS Services Inc	4040	Plumbing Labor 3/15/21 @ Theatre	1,000.00
231	6315	R&M Buildings & Structures	7146 JOS Services Inc	4041	Plumbing Labor 03/16/2021 @ Theatre	1,000.00
232	6315	R&M Buildings & Structures	7146 JOS Services Inc	4042	Plumbing Labor 03/17/2021 @ Theatre	1,000.00
233	6315	R&M Buildings & Structures	7146 JOS Services Inc	4043	Plumbing Labor 3/18/21 @ Theatre	1,000.00
234	6315	R&M Buildings & Structures	7146 JOS Services Inc	4044	Plumbing Services 3/19/21 @ Theatre	1,000.00
235	6315	R&M Buildings & Structures	7146 JOS Services Inc	4045	Plumbing Services 3/22/21 @ Theatre	500.00
236	6315	R&M Buildings & Structures	7146 JOS Services Inc	4046	Plumbing Services 3/23/21 @ Theatre	1,000.00
237	6315	R&M Buildings & Structures	7146 JOS Services Inc	4048	Plumbing Services 3/24/21 @ Theatre	1,000.00
238	6315	R&M Buildings & Structures	7146 JOS Services Inc	4049	Plumbing Services 3/25/21 @ Theatre	1,000.00
239	6315	R&M Buildings & Structures	7146 JOS Services Inc	4050	Plumbing Services 3/26/21 @ Theatre	1,000.00
240	6315	R&M Buildings & Structures	4583 Argon Electric Company, Inc	9386	Electric Labor - Theater - 03/01-03/05/2021	8,966.00
241	7045	R&M Buildings & Structures	8366 Connexion	S1764603.001	Electrical Supplies @ Theatre	109.68
242	7045	Supplies - Building R&M	1699 Metal Supermarkets Villa Park	1021504	New Lintel in Basement of Theater by Elevator	149.95
243	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	1701425	Lights for Theatre	419.51
244	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2033313	Concrete/Expansion Joints/Etc for 1486 Miner Storefront	285.33
245	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2709838	Plumbing Supplies @ Theatre	1,640.57
246	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2709849	Plumbing Supplies @ Theatre	1,601.99

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
247	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2711517	Plumbing Supplies for Theatre	256.85
248	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2712191	Plumbing Supplies for Theatre	1,843.09
249	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2712192	Plumbing Supplies for Theatre	487.14
250	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2712193	Plumbing Supplies for Theatre	103.86
251	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	3524900	Fiber Board, Wood/Screws/Etc for Theatre	285.75
252	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4030310	X-Board/Gloves/Blades @ Theatre	146.85
253	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4034370	Drywall Install Materials @ Theatre	243.17
254	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	5026509	Drywall Screw Bits, Rotozip Bits, Screw Bit Holders @ Theatre	62.76
255	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	5523205	Steel Studs and Plywood @ Theatre	383.97
256	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	7020601	Washers and Machine Screws @ Theatre	7.05
257	7045	Supplies - Building R&M	1057 Menard Incorporated	70229	Hinge/Latch/Etc. for Theatre	79.85
258	7045	Supplies - Building R&M	1057 Menard Incorporated	75810	Wood Trim for Theatre Windows	700.86
259	7045	Supplies - Building R&M	1057 Menard Incorporated	76173	Downspout for Theatre	280.91
260	7045	Supplies - Building R&M	1057 Menard Incorporated	76178	6 Doors for 1486 Miner Street	1,149.00
261	7045	Supplies - Building R&M	1057 Menard Incorporated	76258	Wood for Theatre	433.67
262	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8011864	Wood @ Theatre	75.27
263	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	9520727	Plumbing Supplies for Theatre	27.42
264	7045	Supplies - Building R&M	1043 WW Grainger Inc	9846758879	Sink for 1486 Miner	92.63
265	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006853397.005	GFCI Receptacles for Theatre	235.28
266	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006853397.006	GFCI Receptacles for Theatre	1.68
267	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006853397.007	Electric Receptacles @ Theatre	52.15
268	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006853397.008	Electrical Supplies @ Theatre	100.00
269	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006856929.001	Temporary Lights for Theatre	210.35
270	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006856929.002	Electrical Supplies @ Theatre	189.67
271	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006858095.001	Electric Supplies for Theatre	282.72

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
272	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006861032.001	Electric Supplies for Theatre 89.55
273	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006861032.002	Electrical Supplies @ Theatre 22.75
274	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006862090.001	Electric Supplies for Theatre 42.11
275	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006862090.002	Electrical Supplies @ Theatre 3.78
276	7045	Supplies - Building R&M	8201 Gexpro	S130134533.001	Exit Lights for Theatre 1,590.56
277	7045	Supplies - Building R&M	8366 Connexion	S1762930.001	80 Amp Circuit Breaker @ Theatre 845.00
278	7045	Supplies - Building R&M	8366 Connexion	S1763636.001	Switches for 1486 Miner 538.72
Total 430 - Facilities Replacement Fund					109,956.84

Fund: 500 - Water/Sewer Fund					
Non Departmental					
Division: 510 - Engineering					
279	6015	Communication Services	1552 Verizon Wireless	9875452017	Communication Service 02/14-03/13/2020 42.46
Total 510 - Engineering					42.46

Division: 550 - Water Systems					
280	6015	Communication Services	1552 Verizon Wireless	9875452017	Communication Service 02/14-03/13/2020 738.99
281	6195	Miscellaneous Contractual Services	5995 Wunderlich-Malec Services Inc	17559	Replace Programmable Logic Controller - Dulles Rd - 02/09/2021 728.00
282	6195	Miscellaneous Contractual Services	6992 Core & Main LP	N889532	Meter Installations - 02/15-02/28/2021, R-9-21 3,836.00
283	6195	Miscellaneous Contractual Services	6992 Core & Main LP	N891402	Meter Installations - 03/01-03/07/2021, R-9-21 9,249.00
284	6195	Miscellaneous Contractual Services	6992 Core & Main LP	N902247	Water Meter Installations - 03/08-03/14/2021, R-9-21 7,884.00
285	7020	Supplies - Safety	1732 Traffic Control & Protection Inc	106507	100 Traffic Safety Cones 480.00
286	7030	Supplies - Tools & Hardware	2053 USA Bluebook	467667	LED Light & Paper Towels 285.32
287	7035	Supplies - Equipment R&M	1062 NAPA of Des Plaines	5741-790592	Hydraulic Fittings - Stock 194.62
288	7035	Supplies - Equipment R&M	1062 NAPA of Des Plaines	5741-791280	Returned Fittings - PW Water Stock (117.56)
289	7035	Supplies - Equipment R&M	1575 Pirtek O'Hare	OH-T00009500	Hydraulic Hoses & Couplers - PW 9037 647.83
290	7040	Supplies - Vehicle R&M	6244 Valvoline LLC	133023084	Windshield Washer Solvent - Stock 61.80
291	7040	Supplies - Vehicle R&M	6244 Valvoline LLC	133023085	Bulk Engine Oil & Hydraulic Oil - Stock 696.36
292	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	499618P	Tire Pressure Sensor - Police 6097 66.90

City of Des Plaines

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
293	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-790332	Brake Lines & Fittings - PW 9033	64.62
294	7070	Supplies - Water System Maintenance	6679 Olson's Ace Hardware	015694/3	Brass Twist Nozzle & Hot Water Nozzle	44.56
295	7070	Supplies - Water System Maintenance	4093 HD Supply Construction & Industrial-White Cap	10013932468	2 Bundles Wood Stakes	50.00
296	7070	Supplies - Water System Maintenance	4093 HD Supply Construction & Industrial-White Cap	10013949644	50 Wood Stakes	27.81
297	7070	Supplies - Water System Maintenance	1086 Arrow Road Construction Company	26645	3.10 Tons UPM Cold Mix	434.00
298	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	76121	(3) 1x6-14' Lumber - Concrete	35.97
299	7070	Supplies - Water System Maintenance	1072 Prairie Material	889924883	1.75 Cu Yds Concrete - Repairs - 03/17/2021	233.19
300	7070	Supplies - Water System Maintenance	1072 Prairie Material	889932503	4.5 Cu Yds Concrete - Sidewalk Repair - 03/24/2021	679.63
301	7070	Supplies - Water System Maintenance	1072 Prairie Material	889933630	3.0 Cu Yds Concrete - Repairs - 03/22/2021	519.75
302	7070	Supplies - Water System Maintenance	6992 Core & Main LP	N880695	18 Fire Hydrants - 03/17/2021, R-8-21	58,716.00
303	7120	Gasoline	8331 Avalon Petroleum Company Inc	572914	4,100 Gals Unleaded Gasoline-3/5/21, R-163-20	1,390.30
304	7120	Gasoline	8331 Avalon Petroleum Company Inc	572999	5,000 Gals Unleaded Gasoline-3/25/21, R-163-20	1,870.35
305	7130	Diesel	8331 Avalon Petroleum Company Inc	023381	2,700 Gals Bio Diesel - 03/05/2021, R-163-20	575.20
306	7130	Diesel	8331 Avalon Petroleum Company Inc	023417	2,300 Gals Bio Diesel - 03/25/2021, R-163-20	366.64
307	7140	Electricity	1033 ComEd	4436122006-03/21	Electricity Service 02/15-03/16/2021	6,602.15
308	7320	Equipment < \$5,000	1552 Verizon Wireless	9875452017	Communication Service 02/14-03/13/2020	14.99
Total 550 - Water Systems						96,376.42

Division: 560 - Sewer Systems						
309	6015	Communication Services	1552 Verizon Wireless	9875452017	Communication Service 02/14-03/13/2020	389.32
310	7020	Supplies - Safety	1732 Traffic Control & Protection Inc	106507	100 Traffic Safety Cones	480.00
311	7035	Supplies - Equipment R&M	1202 Standard Equipment Co	P27570	Seal Bushings - Hydro Gun	68.36
312	7040	Supplies - Vehicle R&M	6244 Valvoline LLC	133023084	Windshield Washer Solvent - Stock	37.08
313	7040	Supplies - Vehicle R&M	6244 Valvoline LLC	133023085	Bulk Engine Oil & Hydraulic Oil - Stock	348.18
314	7120	Gasoline	8331 Avalon Petroleum Company Inc	572914	4,100 Gals Unleaded Gasoline-3/5/2021, R-163-20	570.98

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
315	7120	Gasoline	8331 Avalon Petroleum Company Inc	572999	5,000 Gals Unleaded Gasoline-3/25/21, R-163-20	777.87
316	7130	Diesel	8331 Avalon Petroleum Company Inc	023381	2,700 Gals Bio Diesel - 03/05/2021, R-163-20	630.93
317	7130	Diesel	8331 Avalon Petroleum Company Inc	023417	2,300 Gals Bio Diesel - 03/25/2021, R-163-20	1,654.50
318	7140	Electricity	1033 ComEd	3240002012-03/21	Electricity Service 02/25-03/26/2021	463.46
319	8015	Equipment	1202 Standard Equipment Co	P27825	Noise Cancelling Headsets	5,900.00
320	8015	Equipment	1202 Standard Equipment Co	P27825	Noise Cancelling Headsets	79.07
Total 560 - Sewer Systems						11,399.75

Total 00 - Non Departmental	107,818.63
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Department: 30 - Finance						
321	6015	Communication Services	1552 Verizon Wireless	9875452017	Communication Service 02/14-03/13/2020	63.69
Total 30 - Finance						63.69

Total 500 - Water/Sewer Fund	107,882.32
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Fund: 600 - Risk Management Fund						
322	5340	Pre-Employment Testing	7133 Mid-West Truckers Association Inc	P 729625	Pre-Employment Testing 02/03/2021	160.50
Total 600 - Risk Management Fund						160.50

Fund: 700 - Escrow Fund						
323	2493	Escrow - CED Development	4997 JMS Appraisal Group Inc	1031102	Appraisal - 1700 Higgins Ave - ROW - 3/11/21	500.00
Total 700 - Escrow Fund						500.00

Grand Total	1,203,769.51
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City of Des Plaines

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Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund					
Department: 00 - Non Departmental					
324	4500	Court Costs, Fees & Charges	8384 Valliani, Abdul M	Refund P0260792 Refund for Duplicate Payment on PD Ticket P0260792	80.00
Total 00 - Non Departmental					80.00

City Administration					
Division: 230 - Information Technology					
325	6015	Communication Services	1010 AT&T Mobility	28702533395903 21 Communication Service 02/04-03/03/2021	135.69
Total 230 - Information Technology					135.69

Total 20 - City Administration					135.69
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Public Works & Engineering					
Division: 535 - Facilities & Grounds Maintenance					
326	7110	Natural Gas	1064 Nicor	03/15/21 x507801	Natural Gas Service 02/12-03/14/2021 122.01
327	7110	Natural Gas	1064 Nicor	03/16/21 x550488	Natural Gas Service 02/12-03/14/2021 107.61
328	7110	Natural Gas	1064 Nicor	03/17/21 x600008	Natural Gas Service 02/16-03/16/2021 92.49
329	7110	Natural Gas	1064 Nicor	03/17/21 x603131	Natural Gas Service 02/12-03/15/2021 38.83
Total 535 - Facilities & Grounds Maintenance					360.94

Division: 540 - Vehicle Maintenance					
330	6115	Licensing/Titles	1744 IL Secretary of State	VIN 339020-C	Title for 2010 Falcon Trailer-Replaces Check 141040 150.00
331	6195	Miscellaneous Contractual Services	7631 T-Mobile USA Inc	965199112-Mar 21	Vehicle Positioning System 02/21-03/20/2021 252.00
Total 540 - Vehicle Maintenance					402.00

Total 50 - Public Works & Engineering					762.94
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Police Department					
Division: 610 - Uniformed Patrol					
332	6015	Communication Services	1032 Comcast	03/18/21 x6724	Internet/Cable Service Apr 2021 104.60
Total 610 - Uniformed Patrol					104.60

Total 60 - Police Department					104.60
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Fire Department					
Division: 730 - Emergency Management Agency					
333	6015	Communication Services	1032 Comcast	03/22/21 x6716	Internet/Cable Service Apr 2021 62.76
Total 730 - Emergency Management Agency					62.76

Total 70 - Fire Department					62.76
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City of Des Plaines

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Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Department: 90 - Overhead					
334	6015	Communication Services	1032 Comcast	02/21/21 x0683 Internet/Cable Service 02/25-03/24/2021	298.30
335	6015	Communication Services	1032 Comcast	03/11/21 x1141 Internet/Cable Service 03/18-04/17/2021	434.64
336	6015	Communication Services	1032 Comcast	03/20/21 x6732 Internet/Cable Service Apr 2021	62.76
337	6015	Communication Services	1533 Wide Open West LLC	03/22/21 x1246 Internet/Cable Service 03/21-04/20/2021	338.40
338	6015	Communication Services	1533 Wide Open West LLC	11526044Mar2021A Internet/Cable Service x6044 03/21-04/20/2021	661.37
339	6015	Communication Services	1533 Wide Open West LLC	11526044Mar2021B Internet/Cable Service x1245 03/21-04/20/2021	1,907.97
340	6015	Communication Services	1533 Wide Open West LLC	11526044Mar2021C Internet/Cable Service x1246 03/21-04/20/2021	840.00
341	6015	Communication Services	1533 Wide Open West LLC	11526044Mar2021E Internet/Cable Service x5988 03/21-04/20/2021	127.90
342	6015	Communication Services	1032 Comcast	119250779 Internet/Cable Service 02/15-03/14/2021	1,575.00
Total 90 - Overhead					6,246.34
Total 100 - General Fund					7,392.33
Fund: 500 - Water/Sewer Fund					
Division: 550 - Water Systems					
343	6015	Communication Services	1533 Wide Open West LLC	11526044Mar2021D Internet/Cable Service x0573 03/21-04/20/2021	320.00
Total 550 - Water Systems					320.00
Total 500 - Water/Sewer Fund					320.00
Grand Total					7,712.33

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Summary

	<u>Amount</u>		<u>Transfer Date</u>
Automated Accounts Payable	\$ 1,203,769.51	**	4/19/2021
Manual Checks	\$ 7,712.33	**	4/2/2021
Payroll	\$ 1,247,422.52		3/26/2021
RHS Payout	\$ -		
Electronic Transfer Activity:			
JPMorgan Chase Credit Card	\$ -		
Chicago Water Bill ACH	\$ -		
Postage Meter Direct Debits	\$ -		
Utility Billing Refunds	\$ 688.97		3/24/2021
Debt Interest Payment	\$ -		
IMRF Payments	\$ 131,005.02		4/7/2021
Employee Medical Trust	\$ 707,021.78		4/1/2021
Total Cash Disbursements:	<u>\$ 3,297,620.13</u>		

* Multiple transfers processed on and/or before date shown

** See attached report

Adopted by the City Council of Des Plaines

This Nineteenth Day of April 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: March 24, 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 Conditional Use for Auto Service Repair Use at 110 S. River Road, Case 21-004-CU (1st Ward)

Issue: The petitioner is requesting a Conditional Use under Section 12-7-3(F)(3) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow for an auto service repair use in the C-3 zoning district.

Analysis:

Address: 110 S. River Road

Petitioner: Jason Churak, 10 E. Comfort Lane, Palatine, IL 60067

Owner: Ararey Real Properties, 110 S. River Road, Des Plaines, IL 60016

Case Number: 21-004-CU

**Real Estate Index
Number:** 09-17-200-089-0000

Ward: #1, Alderman Mark A. Lysakowski

Existing Zoning: C-3, General Commercial

Existing Land Use: Multi-Tenant Commercial Building

Surrounding Zoning: North: C-3, General Commercial District
South: C-3, General Commercial District
East: R-1, Single Family Residential District
West: C-3, General Commercial District

Surrounding Land Use: North: Rand Road Community (Residential)
South: Rand Road Community (Residential) / Pesche's (Commercial)

East: Lions Woods Park (Recreational)
West: Rand Road Mobile Home Park (Residential)

Street Classification: South River Road is classified as a Principal Arterial road.

Comprehensive Plan: The Comprehensive Plan designates this site as Commercial Industrial Urban Mix.

Project Description: The petitioner, Jason Churak, has requested a Conditional Use Permit to operate an auto service repair facility, CC Automotive, at 110 S. River Road. The subject property is located within the C-3, General Commercial district and auto service repair is a conditional use. The subject property contains a multi-tenant building with a surface parking area as shown in the Plat of Survey (Attachment 3). The subject property is located along South River Road east of the Rand Road Community Mobile Home Park and north of Pesche's Flowers. The subject property is currently accessed by two curb cuts off South River Road. The petitioner began operating CC Automotive out of this location in December 2020 without proper business registration. Code Enforcement contacted the petitioner on December 11, 2020 requesting that business operations on the subject property cease immediately until a conditional use permit was received for the auto service repair use. On March 8, 2021, a citation was issued to CC Automotive, LLC for violating 4-1-3(A) and 4-1-6(A) of the Des Plaines Municipal Code. Jason Churak, business owner, was storing vehicles on the premises and inside the unit along with automotive service equipment. At the April 8, 2021 Administrative Hearing, Attorney Rick Erickson represented Jason Churak and disputed the fines that were imposed. There was no dispute of the vehicles depicted in pictures over a two month span. Jason Churak was ordered to remove all vehicles from the 110 River Rd location until approval from the City was received. A \$1,500.00 fine was imposed with a continuance to 5/6/2021 for full compliance.

The existing one-story, 26,320-square foot building is made up of five suites. The petitioner wishes to operate CC Automotive out of Suite 6, which has its main entrance located on the south side of the building and consists of approximately 3,430-square feet. The existing suite is mostly open with one frame partition separating the main entrance and restroom from the open shop floor. Based on the Floor Plans (Exhibit C), the petitioner proposes to utilize the existing frame partition area as an office and waiting area with the restrooms totaling approximately 675-square feet. The remaining area, totaling approximately 2,121-square feet, will be utilized for three service bays and open shop area. The petitioner's proposal does not include any changes to the building. However, the petitioner does plan to add landscaping in front of his suite in addition to the existing landscaping throughout the site as indicated in the Site Plan (Exhibit B). The dumpster for this suite will be stored inside the building at all times with the exception of trash pickup days in compliance with Section 12-10-11 of the Des Plaines Zoning Ordinance.

Pursuant to Section 12-9-7 of the Des Plaines zoning Ordinance, auto service repair facilities are required to provide two parking spaces per service bay and one space for every 200 square feet of accessory retail. Thus, a total of 12 off-street parking spaces are required including one handicap accessible parking

space (three service bays plus 1,094-square feet / 200-square feet of accessory office space = 12 spaces). The Site Plan (Exhibit B) proposes 15 total parking spaces on the property, including a handicap accessible space, which meets this requirement.

CC Automotive will be open on Monday through Friday from 8 am to 6:30 pm, Saturday from 9 am to 2 pm, and closed on Sundays. Their services will include general automotive repair and maintenance such as electrical diagnostic, tune-ups, oil changes, brakes, batteries, light exhaust work, and check engine repair. A majority of the business includes off-site service calls so the subject location will be utilized as base of operations for CC Automotive. No vehicle sales are proposed at this site. A maximum of two employees and the petitioner will be present on site at a given time. Please see the Project Narrative (Exhibit A) for more details.

Compliance with the Comprehensive Plan

The proposed project, including the proposed the site improvements, address various goals and objectives of the 2019 Comprehensive Plan including the following aspects:

- **Future Land Use Plan:**

- This property is designated as Commercial Industrial Urban Mix on the Future Land Use Plan. The Future Land Use Plan strives to create a well-balanced development area with a healthy mixture of commercial and industrial uses. While the current use is commercial and the existing building contains multiple tenant spaces, the petitioner will work to enhance the subject tenant space with general maintenance and additional landscaping along the front of the tenant space. All activities and items stored will be inside to reduce any negative impacts.
- The subject property is located along the defined River Road commercial corridor with a mobile home community to the north and west, commercial development to the south, and park to the east. The subject property contains a multi-tenant building with a variety of different commercial uses and is located in between large, established commercial developments along River Road. The request would assist in the retention of a new commercial business at this location and provide additional automotive services for the residents of Des Plaines.

- **Landscaping and Screening:**

- The Comprehensive Plan seeks to encourage and actively pursue beautification opportunities and efforts, including the installation of landscaping, street furniture, lighting, and other amenities, to establish a more attractive shopping environment and achieve stronger corridor identity in Des Plaines.
- The existing site contains landscaping around the multi-tenant building. However, the proposal seeks to add evergreen bushes along the front of the subject tenant space where the petitioner plans to locate the auto service repair use. While the front of this tenant space is not directly facing River Road, the addition of the evergreen bushes will improve the aesthetics of this site.

While the aforementioned aspects represent a small portion of the goals and strategies of the Comprehensive Plan, there is a large emphasis on improving existing commercial developments and enhancing commercial corridors throughout Des Plaines.

Conditional Use Findings: Conditional Use requests are subject to the standards set forth in Section 12-3-4(E) of the 1998 City of Des Plaines Zoning Ordinance, as amended. In reviewing these standards, staff has the following comments:

A. The proposed Conditional Use is in fact a Conditional Use established within the specific Zoning district involved:

Comment: Please see the petitioner's responses to Standards for Conditional Uses.

B. The proposed Conditional Use is in accordance with the objectives of the City's Comprehensive Plan:

Comment: Please see the petitioner's responses to Standards for Conditional Uses.

C. The proposed Conditional Use is designed, constructed, operated and maintained to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity:

Comment: Please see the petitioner's responses to Standards for Conditional Uses.

D. The proposed Conditional Use is not hazardous or disturbing to existing neighboring uses:

Comment: Please see the petitioner's responses to Standards for Conditional Uses.

E. The proposed Conditional Use is to be served adequately by essential public facilities and services, such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or, agencies responsible for establishing the Conditional Use shall provide adequately any such services:

Comment: Please see the petitioner's responses to Standards for Conditional Uses.

F. The proposed Conditional Use does not create excessive additional requirements at public expense for public facilities and services and will not be detrimental to the economic well-being of the entire community:

Comment: Please see the petitioner's responses to Standards for Conditional Uses.

G. The proposed Conditional Use does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke fumes, glare or odors:

Comment: Please see the petitioner's responses to Standards for Conditional Uses.

H. The proposed Conditional Use provides vehicular access to the property designed so that it does not create an interference with traffic on surrounding public thoroughfares:

Comment: Please see the petitioner's responses to Standards for Conditional Uses.

I. The proposed Conditional Use does not result in the destruction, loss, or damage of natural, scenic, or historic features of major importance:

Comment: Please see the petitioner's responses to Standards for Conditional Uses.

J. The proposed Conditional Use complies with all additional regulations in the Zoning Ordinance specific to the Conditional Use requested:

Comment: Please see the petitioner's responses to Standards for Conditional Uses.

Planning and Zoning Board Review: The Planning and Zoning Board met on March 24, 2021 to consider a Conditional Use under Section 12-7-3(F)(3) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow for an auto service repair use in the C-3 zoning district.

The petitioner presented a brief overview of the request noting that the existing warehouse-style building was used for auto repair and has ample parking on site for all existing uses.

The Planning and Zoning Board (PZB) Members asked why the petitioner did not get a business license before operating his business; if equipment was installed on the site; if there were other circumstances other than medical issues that led to the delay in applying for the business license; if the petitioner has a license for the subject tenant space and, if so, how long is the lease period; if the petitioner has received and read the public hearing materials for this petition because it mentions that he began operating on site December 2020; what use was located in this tenant space before; if any structural work will be done to the building for the proposed use; and if lift kits were installed on site.

Community and Economic Development staff did not recommended approval or disapproval of the request, but did suggest five conditions if the PZB members considered recommending approval of the request. One of the suggested conditions requires the petitioner to repave and re-strip the parking area to match the approved Site Plan. Other suggested conditions limit the operations of the tenant space to auto service repair and three service bays while also prohibiting the parking of damaged/inoperable vehicles to be stored outside or to block drive aisles or customer parking spaces.

Multiple members of the public spoke on this petition. The first member from the public asked why there was only one handicap accessible parking space provided for the proposed use and asked how the petitioner will handle waste disposal for his business. The building owner responded that there are additional handicap accessible parking spaces available at the next unit. The petitioner responded that he has contracts with oil trap in conformance with EPA guidelines and that his dumpster will be stored inside the tenant space except during garbage pickup times.

The second member from the public expressed concerns regarding noise of idling trucks, trash collecting around dumpsters, and auto work being done on the site for almost a year. He suggested that a privacy fence be installed along the back of the property to reduce noise from the property and screen it from view of the mobile home community located directly west of the site. The property owner responded that in regard to idling diesel trucks and car repairs on site, there are a multitude of reasons why they take place, some that he is aware of and others that he is not. Since he is not on site all of the time, he explained that he has found individuals on site that should not be as well as illegal dumping. He added that the addition of this use to the existing site will help address the random activities from occurring on site. Concerning fencing, he explained that he does not have full control over fencing since the existing chain link fence borders the railroad and mobile home community and crosses over property lines. However, he mentioned that he would be open to speaking with the mobile home community to address the fence.

A third member from the public expressed similar concerns for the idling diesel trucks on the property, sometimes late at night, and asked about the anticipated hours of operation for the proposed business. The petitioner responded that all work would be conducted inside the building at all times and that 70% of his business is mobile work at dealerships. He described that he has operated this type of business before on a smaller scale but that this would be a larger shop. The petitioner explained that customers will arrive on site by appointment so there will not be much traffic generated by this use. He reiterated that it is in his best interest to keep the space clean and free of debris. Planner Stytz responded that the business would be open Monday to Friday from 8 am to 6:30 pm, Saturday from 9 am to 2 pm, and closed on Sundays. PZB member asked if there were any "No Trespassing" signs installed on the property currently. The property owner responded that there are signs installed on site but that he is unaware of the type of signage. Nonetheless, he agreed to add "No Trespassing" signs on the property.

The Planning and Zoning Board *recommended* (5-0) that the City Council *approve* the request with two new conditions: (i) that an appropriate privacy fence is installed between the subject property and the mobile home

community; and (ii) that a security system is installed on the property to allow the property owner to monitor all activities when he is not on site.

Recommendations: I recommend approval of Ordinance Z-32-21 for a Conditional Use request for an auto service repair use at 110 S. River Road based on a review of the information presented by the applicant and the findings made above, as specified in Section 12-3-6(H) (Standards for Variations) of the City of Des Plaines Zoning Ordinance with the following conditions.

Conditions of Approval:

1. The parking area must be repaved with a dust-free hard surface and the parking spaces must be painted on the property to match the Site Plan.
2. Damaged or inoperable vehicles must not be parked outside at any time.
3. No vehicles shall be stored or parked within the required drive aisles, designated customer parking spaces, or designated employee parking spaces at any time.
4. Only three service bays shall be allowed for the life of this conditional use.
5. No auto body related activities are permitted at any time.
6. Within 90 days of City council approval, a minimum 6-foot tall wood privacy fence shall be installed between the subject property and the mobile home community in conformance with applicable City codes.
7. Within 90 days of City council approval, a security system shall be installed on the property to allow the property owner to monitor all activities on site at all times.
8. Vehicles parked outside must display current and valid license plates. For the purposes of this Ordinance, wholesale plates, dealer plates and other similar plates are not considered current and valid license plates.
9. A building permit must be obtained for the renovations of the unit within the Building.
10. The operation of the auto service establishment, including the parking and storing of vehicles, may not commence until the approval of all renovations to the unit within the Building and the issuance of a Business Registration Certificate from the City.

Attachments:

- Attachment 1: Petitioner's Responses to Standards
- Attachment 2: Location Map
- Attachment 3: Plat of Survey
- Attachment 4: Site and Context Photos
- Attachment 5: Chairman Szabo Letter from Planning & Zoning Board to the Mayor and City Council
- Attachment 6: Draft Excerpt from the March 23, 2021 Planning and Zoning Board Meeting

Ordinance Z-32-21

- Exhibit A: Project Narrative
- Exhibit B: Proposed Site Plan
- Exhibit C: Proposed Building Floor Plan
- Exhibit D: Unconditional Agreement and Consent

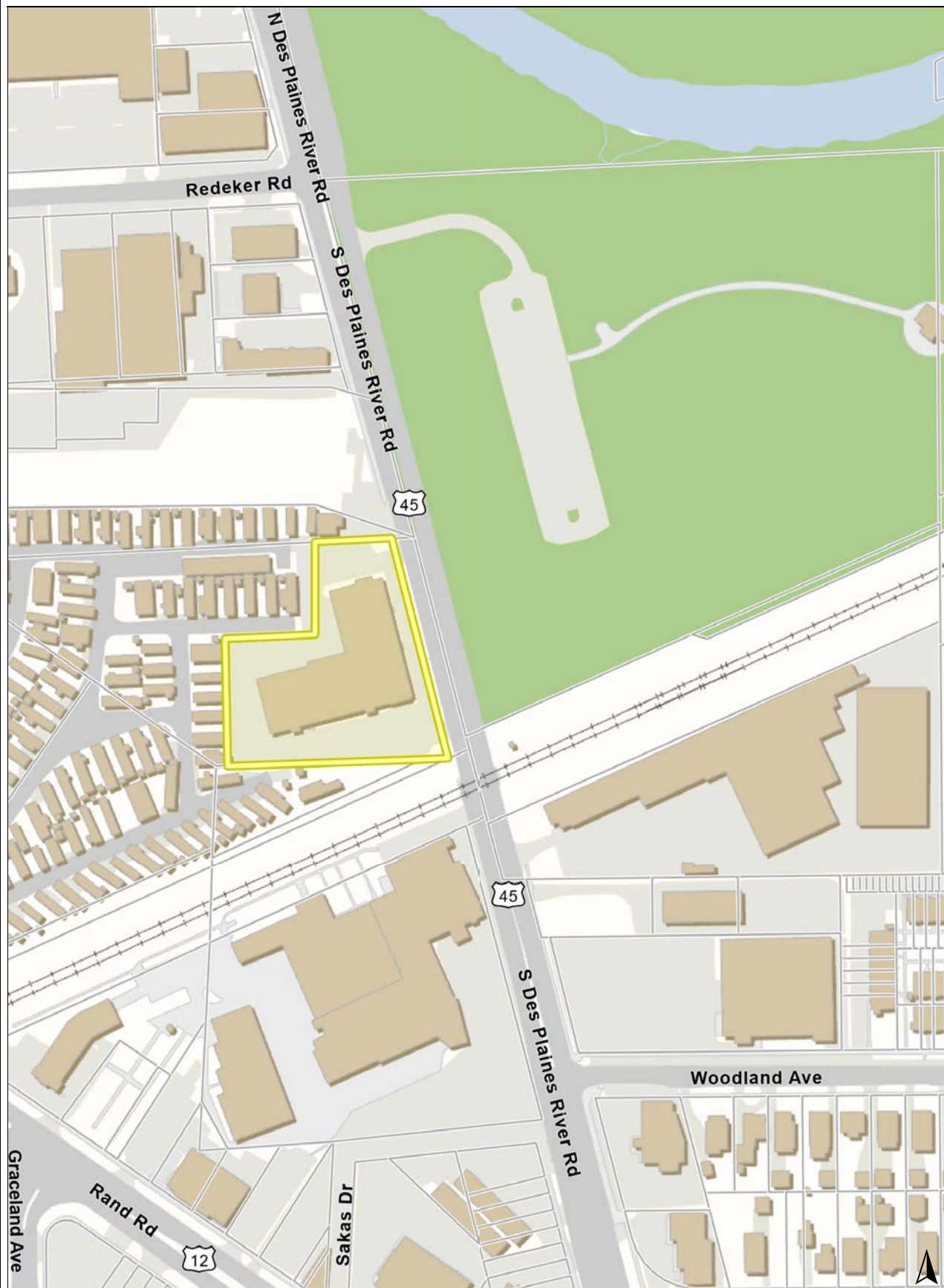


110 S. River Road
Suite 6
Des Plaines, IL 60016
630-878-8123

Answers for standards for conditional uses: 3-9-2021

1. Yes the conditional use I seek is established within the zoning district .
2. The conditional use permit for this location is in line with the City of Des Plaines objectives and comprehensive plan, as it promotes business within the city limits. It also provided a necessary service for the community.
3. This proposed conditional use is being sought in an existing building that meets all standards for the area and is maintained extremely well and is in exemptible condition. The proposed business will adhere to all standards and looks to maintain a very clean and professional business. The goal of CC Automotive is to be good neighbors and run a first class operation that adheres to all local and state policies.
4. The conditional use will complement the other businesses already occupying the location. CC Automotive looks forward to being a good neighbor to all the other businesses at the location.
5. The conditional use of this location will have no adverse affects on any of the highways, streets, police, and fire protection. CC Automotive will have no effect on disposal, water and sewer seeing it only uses minimal water, runs a clean organization, and pays a third party for disposal of garbage. It will have a positive effect on the school system as it looks to sponsor local sports teams, advertise in local school programs, and looks to get in involved in the work program at Main West.
6. This conditional use will cause no excessive requirements at public expense for facilities and services.

7. This conditional use does not involve any activities that will be detrimental anyone and property. There will not be any excessive production of traffic, noise, smoke, fumes, glare, or odors.
8. The conditional use will have no effect on the traffic in the general area. The driveways to 110 S River Rd. are large and flow well. The street is a 4-lane highway style street and does have enough room for turning.
9. The proposed conditional use for 110 s river road is being sought in an existing building so no destruction or loss will happen to any natural or scenic features.
10. The conditional use being sought by CC Automotive complies with all regulations from the City of Des Plaines and is inline with all guidelines listed by the city.

**Legend**

0 300 600
ft

Print Date: 3/16/2021**Notes**

Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.



110 S. River Rd – Public Notice



110 S. River Rd – Looking South at Front of Site



110 S. River Rd – Looking West at Front Entrance & Parking



110 S. River Rd – Looking Southwest at Rear Entrance & Parking



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

March 24, 2021

Mayor Bogusz and Des Plaines City Council
CITY OF DES PLAINES

Subject: Planning and Zoning Board, 110 S. River Road, 21-004-CU, 1st Ward
RE: Consideration of Conditional Use at 110 S. River Road, Case #21-004-CU (1st Ward)

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board met on March 24, 2021 to consider a Conditional Use under Section 12-7-3(F)(3) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow for an auto service repair use in the C-3 zoning district.

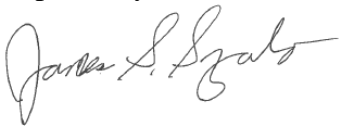
1. The petitioner presented a brief overview of the request noting that the existing warehouse-style building was used for auto repair and has ample parking on site for all existing uses.
2. The Planning and Zoning Board (PZB) Members asked why the petitioner did not get a business license before operating his business; if equipment was installed on the site; if there were other circumstances other than medical issues that led to the delay in applying for the business license; if the petitioner has a license for the subject tenant space and, if so, how long is the lease period; if the petitioner has received and read the public hearing materials for this petition because it mentions that he began operating on site December 2020; what use was located in this tenant space before; if any structural work will be done to the building for the proposed use; and if lift kits were installed on site.

The petitioner responded that he was not operating the business, was not open to the public, and made efforts to receive a business license as soon as he could; that since he was starting the business from scratch there is a lot of work to be done on site so he began work on the tenant space and was informed of the zoning requirements; that he does have a three-year lease with an option for continuance; that he has read through the public hearing materials and noted that his business never officially opened. Director McMahon responded that some equipment was installed in the building and cars were located on site. The building owner answered the remaining PZB member questions stating that the petitioner has been working diligently to prepare his tenant space for the business and that he welcomes the petitioner's business; and that there are other cars on site because there are other tenants residing in the building; that the subject tenant space has been vacant for a long time but has been used for warehouse, office space, painting shop, and t-shirt printing shop. The petitioner added that the three above ground electric lifts have been installed inside the tenant space for use by the proposed business.

3. Community and Economic Development staff did not recommended approval or disapproval of the request, but did suggest five conditions if the PZB members considered recommending approval of the request. One of the suggested conditions requires the petitioner to repave and re-strip the parking area to match the approved Site Plan. Other suggested conditions limit the operations of the tenant space to auto service repair and three service bays while also prohibiting the parking of damaged/inoperable vehicles to be stored outside or to block drive aisles or customer parking spaces.

4. Multiple members of the public spoke on this petition. The first member from the public asked why there was only one handicap accessible parking space provided for the proposed use and asked how the petitioner will handle waste disposal for his business. The building owner responded that there are additional handicap accessible parking spaces available at the next unit. The petitioner responded that he has contracts with oil trap in conformance with EPA guidelines and that his dumpster will be stored inside the tenant space except during garbage pickup times. The second member from the public expressed concerns regarding noise of idling trucks, trash collecting around dumpsters, and auto work being done on the site for almost a year. He suggested that a privacy fence be installed along the back of the property to reduce noise from the property and screen it from view of the mobile home community located directly west of the site. The property owner responded that in regard to idling diesel trucks and car repairs on site, there are a multitude of reasons why they take place, some that he is aware of and others that he is not. Since he is not on site all of the time, he explained that he has found individuals on site that should not be as well as illegal dumping. He added that the addition of this use to the existing site will help address the random activities from occurring on site. Concerning fencing, he explained that he does not have full control over fencing since the existing chain link fence borders the railroad and mobile home community and crosses over property lines. However, he mentioned that he would be open to speaking with the mobile home community to address the fence. A third member from the public expressed similar concerns for the idling diesel trucks on the property, sometimes late at night, and asked about the anticipated hours of operation for the proposed business. The petitioner responded that all work would be conducted inside the building at all times and that 70% of his business is mobile work at dealerships. He described that he has operated this type of business before on a smaller scale but that this would be a larger shop. The petitioner explained that customers will arrive on site by appointment so there will not be much traffic generated by this use. He reiterated that it is in his best interest to keep the space clean and free of debris. Planner Stytz responded that the business would be open Monday to Friday from 8 am to 6:30 pm, Saturday from 9 am to 2 pm, and closed on Sundays. PZB member asked if there were any "No Trespassing" signs installed on the property currently. The property owner responded that there are signs installed on site but that he is unaware of the type of signage. Nonetheless, he agreed to add "No Trespassing" signs on the property.
5. The Planning and Zoning Board *recommended* (5-0) that the City Council *approve* the request with two new conditions: (i) that an appropriate privacy fence is installed between the subject property and the mobile home community; and (ii) that a security system is installed on the property to allow the property owner to monitor all activities when he is not on site.

Respectfully submitted,



James Szabo,
Des Plaines Planning and Zoning Board, Chairman

Cc: City Officials/Aldermen

Case 21-004-CU	110 S. River Rd	Conditional Use
Case 21-005-PUD-A	1700 Higgins Rd	PUD Amendment
Case 21-006-V	800 Beau Dr	Major Variation

March 23, 2021
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OLD BUSINESS

NEW BUSINESS

1. **Address:** 110 S. River Road

Case Number: 21-004-CU
Public Hearing

The petitioner is requesting a Conditional Use under Section 12-7-3(F)(3) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow for an auto service repair use in the C-3 zoning district, and approval of any other such variations, waivers, and zoning relief as may be necessary.

PINs: 09-17-200-089-0000
Petitioner: Jason Churak, CC Automotive, LLC, 110 S. River Road, Des Plaines, IL 60016
Owner: Marek Amarex, Amarex Real Properties, 110 S. River Road, Des Plaines, IL 60016

Chairman Szabo swore in Jason Churak, representing the property at 110 S. River Road, Des Plaines, IL 60016.

Mr. Churak provided an overview of his request and stated that the building was previously used for an auto repair shop and that there was ample parking due to the warehouse style building.

Chairman Szabo asked if the Board had any questions.

Member Veremis asked why a business license was not acquired prior to opening. Mr. Churak stated that he was not opened and submitted the business licensing paperwork as soon as possible, he reiterated that he was not open or operating.

Director McMahon stated that some equipment has been installed and that there were cars on site at the location.

Member Fowler inquired about the other extenuating circumstances that prevented the application from obtaining a business license. Mr. Churak stated that he was starting the business from scratch and that work on the property needs to be completed. Mr. Churak stated that when he applied for the business license he was informed of the zoning change.

Chairman Szabo asked about the length of the lease on the property. Mr. Churak stated he has a three year lease on the property, with the option to renew.

Mr. Hofherr asked the Petitioner if he had received the staff report and read the conditions regarding the petition. Mr. Churak stated that he had read the paperwork.

Mr. Hofherr asked Mr. Churak why he began operating in December 2020 without a business license. Mr. Churak stated that he never officially opened his business.

Case 21-004-CU	110 S. River Rd	Conditional Use
Case 21-005-PUD-A	1700 Higgins Rd	PUD Amendment
Case 21-006-V	800 Beau Dr	Major Variation

March 23, 2021

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Chairman Szabo swore in Marek Amarex, 110 S. River Road, Des Plaines, IL 60016, owner of the subject property. Mr. Amarex stated he is preparing and working diligently on welcoming the tenant. Mr. Amarex stated that the other cars on the property are not the Petitioners, but other building tenants.

Mr. Hofherr asked that since the nature of the use of the building is auto repair, does the building have firewalls? Mr. Amarex stated the building does have firewalls.

Member Veremis inquired what the use for the space was previously. Mr. Amarex stated that the space has been vacant for a long time, but previous uses included a warehouse, office space, painting shop and t-shirt printing space.

Mr. Churak stated that the space is a generic warehouse building with bays; there will be no construction of extra doors or change to the structure of the building. Chairman Szabo inquired about the lifts, the Petitioner stated that there would be three above ground electric lifts.

Chairman Szabo asked if there were any other questions from the Board. There were no other questions asked.

Chairman Szabo asked if there were any questions or comments from the audience. The following comments were recorded:

- Denise Green, 485 Florian Dr
 - Ms. Green asked if there was a provision regarding disabled parking, she stated that only 1 of the 5 parking spaces were handicapped accessible. Mr. Amarex responded that additional handicapped spaces are available at the next unit.
 - Ms. Green also asked about waste disposal. Mr. Churak stated that disposal contracts are associated with the business owner. Mr. Churak stated that he also has contracts with an oil hauler, who complies with all EPA rules and a scrap metal hauler.
- Michael Yurkovic, 1330 Rand Rd #124
 - Mr. Yurkovic has been a neighbor of the property for several years, with this property abutting the subject building.
 - Concern over automotive work performed over the summer and the idling of diesel engines and additional noise concerns. Mr. Yurkovic was able to speak to one of the persons working and the issue was rectified. Mr. Yurkovic expressed a concern for noise and pollution problems at that space, especially during the summer.
 - Mr. Yurkovic inquired about the possibility of installing a privacy fence to assist as a noise buffer.
 - A secondary problem is the garbage, garbage continues to pile up at the northwest corner of the lot.

Case 21-004-CU
Case 21-005-PUD-A
Case 21-006-V

110 S. River Rd
1700 Higgins Rd
800 Beau Dr

Conditional Use
PUD Amendment
Major Variation

March 23, 2021
Page 4

- Patrick Harrison, 1330 Rand Rd # 119
 - Mr. Harrison voiced the same complaints of the idling engines and noted that the radio is played loudly into the evening. Mr. Harrison inquired about the locations hours of operation.
 - Mr. Harrison also inquired about where vehicles will be worked on (inside or outside the establishment).

Mr. Yurkovic also inquired about the hours of operation.

Planner Stytz provided the hours of operation from the supplied project narrative. Business hours are Monday – Friday, 8:00 a.m. – 6:30 p.m., Saturday, 9:00 a.m. – 2:00 p.m. and closed Sunday.

Member Fowler directed a question to Mr. Stytz/Mr. McMahon about making a condition of approval a taller privacy fence. Mr. McMahon stated that the Board would be able to make that a condition.

Member Fowler asked the Petitioner about the idling of cars and how often that occurs, Mr. Amarex responded that the idling of engines occurred based on a multitude of reasons and that he is aware of the issue. Mr. Amarex continued that if a stable business was able to occupy that space it would help alleviate the randomness.

Mr. Amaraex stated that he is not in control of most of the fence; that the railway and mobile home park are responsible but he is willing to work with the park about the fence. The owner also stated that the majority of the problem is near the dumpsters and stated that the majority of the problem is due to the lack of a stable presence on the property.

Director McMahon interjected that the fence is not on the mobile home property.

Chairman Szabo stated that the owner of the commercial property is responsible for proper screening/fencing and not the residential owner. Director McMahon confirmed.

Member Saletnik asked for clarity about issues from other entities and not the petitioner. Mr. Amarex does not know the degree of problems, but would like to remedy the concerns. Member Saletnik suggested the installation of a fence and security system to the subject property.

Member Fowler inquired about signage, such as “no trespassing”. Mr. Amarex stated that he does have some signage, but was not sure of the type of signage. Staff reminded the petitioner of the sign ordinance.

Mr. Churak stated that he does not allow for work outside the facility and that the work will be performed inside the building. The Petitioner stated that he is not interested in a dirty building and is not in his best interest. The Petitioner also stated that approximately 70% of his business is mobile, and he has appointments off site at dealerships.

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Case 21-005-PUD-A	1700 Higgins Rd	PUD Amendment
Case 21-006-V	800 Beau Dr	Major Variation

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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 Conditional Use under Section 12-7-3(F)(3) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow for an auto service repair use in the C-3 zoning district.

Analysis:

Address:	110 S. River Road
Owners:	Jason Churak, 10 E. Comfort Lane, Palatine, IL 60067
Petitioner:	Ararey Real Properties, 110 S. River Road, Des Plaines, IL 60016
Case Number:	21-004-CU
Real Estate Index Number:	09-17-200-089-0000
Ward:	#1, Alderman Mark A. Lysakowski
Existing Zoning:	C-3, General Commercial
Existing Land Use:	Multi-Tenant Commercial Building
Surrounding Zoning:	North: C-3, General Commercial District South: C-3, General Commercial District East: R-1, Single Family Residential District West: C-3, General Commercial District
Surrounding Land Use:	North: Rand Road Community (Residential) South: Rand Road Community (Residential) / Pesche's (Commercial) East: Lions Woods Park (Recreational) West: Rand Road Mobile Home Park (Residential)
Street Classification:	South River Road is classified as a Principal Arterial road.
Comprehensive Plan:	The Comprehensive Plan designates this site as Commercial Industrial Urban Mix.

Project Description:

The petitioner, Jason Churak, has requested a Conditional Use Permit to operate an auto service repair facility, CC Automotive, at 110 S. River Road. The subject property is located within the C-3, General Commercial district and auto service repair is a conditional use with the C-3 zoning district. The subject property contains a multi-tenant building with a surface parking area as shown in the Plat of Survey. The subject property is located along South River Road east of the Rand Road Community Mobile Home Park

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and north of Pesche's Flowers. The subject property is currently accessed by two curb cuts off South River Road. The petitioner began operating CC Automotive out of this location in December 2020 without a business license. Code Enforcement contacted the petitioner on December 11, 2020 requesting that business operations on the subject property would cease immediately until a conditional use permit was received for the auto service repair use. Thus, the petitioner is requesting a conditional use permit to bring his auto service repair use into compliance with the Des Plaines Zoning Ordinance.

The existing one-story, 26,320-square foot building is made up of five suites with a front customer entrance and service entrance with garage door at the rear of the unit. The petitioner wishes to operate CC Automotive out of Suite 6, which has its main entrance located on the south side of the building and consists of approximately 3,430-square feet. The existing suite is mostly open with one frame partition separating the main entrance and restroom from the open shop floor. Based on the Floor Plans, the petitioner proposes to utilize the existing frame partition area as an office and waiting area with the restrooms totaling approximately 675-square feet. The remaining area, totaling approximately 2,121-square feet, will be utilized for three service bays and open shop area. The petitioner's proposal does not include any changes to the building. However, the petitioner does plan to add landscaping in front of his suite in addition to the existing landscaping throughout the site as indicated in the Site Plan. The dumpster for this suite will be stored inside the building at all times with the exception of trash pickup days in compliance with Section 12-10-11 of the Des Plaines Zoning Ordinance.

Pursuant to Section 12-9-7 of the Des Plaines zoning Ordinance, auto service repair facilities are required to provide two parking spaces per service bay and one space for every 200 square feet of accessory retail. Thus, a total of 12 off-street parking spaces are required including one handicap accessible parking space (three service bays plus 1,094-square feet / 200-square feet of accessory office space = 12 spaces). The Site Plan proposes 15 total parking spaces on the property, including a handicap accessible space, which meets this requirement.

CC Automotive will be open on Monday through Friday from 8 am to 6:30 pm, Saturday from 9 am to 2 pm, and closed on Sundays. Their services will include general automotive repair and maintenance such as electrical diagnostic, tune-ups, oil changes, brakes, batteries, light exhaust work, and check engine repair. A maximum of two employees and the petitioner will be present on site at a given time. Please see the Project Narrative for more details.

Compliance with the Comprehensive Plan

The proposed project, including the proposed the site improvements, address various goals and objectives of the 2019 Comprehensive Plan including the following aspects:

- **Future Land Use Plan:**
 - This property is designated as Commercial Industrial Urban Mix on the Future Land Use Plan. The Future Land Use Plan strives to create a well-balanced development area with a healthy mixture of commercial and industrial uses. While the current use is commercial and the existing building contains multiple tenant spaces, the petitioner will work to enhance the subject tenant space with general maintenance and additional landscaping along the front of the tenant space. All activities and items stored will be inside to reduce any negative impacts.

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- The subject property is located along the defined River Road commercial corridor with a mobile home community to the north and west, commercial development to the south, and park to the east. The subject property contains a multi-tenant building with a variety of different commercial uses and is located in between large, established commercial developments along River Road. The request would assist in the retention of a new commercial business at this location and provide additional automotive services for the residents of Des Plaines.
- **Landscaping and Screening:**
 - The Comprehensive Plan seeks to encourage and actively pursue beautification opportunities and efforts, including the installation of landscaping, street furniture, lighting, and other amenities, to establish a more attractive shopping environment and achieve stronger corridor identity in Des Plaines.
 - The existing site contains landscaping around the multi-tenant building. However, the proposal seeks to add evergreen bushes along the front of the subject tenant space where the petitioner plans to locate the auto service repair use. While the front of this tenant space is not directly facing River Road, the addition of the evergreen bushes will improve the aesthetics of this site.

While the aforementioned aspects represent a small portion of the goals and strategies of the Comprehensive Plan, there is a large emphasis on improving existing commercial developments and enhancing commercial corridors throughout Des Plaines.

Conditional Use Findings: Conditional Use requests are subject to the standards set forth in Section 12-3-4(E) of the 1998 City of Des Plaines Zoning Ordinance, as amended. In reviewing these standards, staff has the following comments:

A. The proposed Conditional Use is in fact a Conditional Use established within the specific Zoning district involved:

Comment: Please see the petitioner's responses to Standards for Conditional Uses.

B. The proposed Conditional Use is in accordance with the objectives of the City's Comprehensive Plan:

Comment: Please see the petitioner's responses to Standards for Conditional Uses.

C. The proposed Conditional Use is designed, constructed, operated and maintained to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity:

Comment: Please see the petitioner's responses to Standards for Conditional Uses.

D. The proposed Conditional Use is not hazardous or disturbing to existing neighboring uses:

Comment: Please see the petitioner's responses to Standards for Conditional Uses.

E. The proposed Conditional Use is to be served adequately by essential public facilities and services, such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or, agencies responsible for establishing the Conditional Use shall provide adequately any such services:

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Comment: Please see the petitioner's responses to Standards for Conditional Uses.

F. The proposed Conditional Use does not create excessive additional requirements at public expense for public facilities and services and will not be detrimental to the economic well-being of the entire community:

Comment: Please see the petitioner's responses to Standards for Conditional Uses.

G. The proposed Conditional Use does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke fumes, glare or odors:

Comment: Please see the petitioner's responses to Standards for Conditional Uses.

H. The proposed Conditional Use provides vehicular access to the property designed so that it does not create an interference with traffic on surrounding public thoroughfares:

Comment: Please see the petitioner's responses to Standards for Conditional Uses.

I. The proposed Conditional Use does not result in the destruction, loss, or damage of natural, scenic, or historic features of major importance:

Comment: Please see the petitioner's responses to Standards for Conditional Uses.

J. The proposed Conditional Use complies with all additional regulations in the Zoning Ordinance specific to the Conditional Use requested:

Comment: Please see the petitioner's responses to Standards for Conditional Uses.

Recommendation: Staff does not recommend approval or disapproval of the Conditional Use Permit for auto service repair use at 110 S. River Road based on a review of the information presented by the applicant and the findings made above, as specified in Section 12-3-4(E) (Standards for Conditional Uses) of the City of Des Plaines Zoning Ordinance. If a motion to approve is made, staff recommends the following conditions:

1. The parking area shall be repaved with a dust-free hard surface and the parking spaces shall be painted on the property to match the approved Site Plan.
2. No damaged or inoperable vehicles are allowed outside at any time.
3. No vehicles shall be stored within the required drive aisles or customer parking spaces at any time.
4. Only three service bays shall be allowed for the life of this conditional use.
5. No auto body related activities are permitted at any time.

Planning and Zoning Board Procedure: Under Section 12-3-4(D) (Procedure for Review and Decision for Conditional Uses) of the Zoning Ordinance, the Planning and Zoning Board has the authority to *recommend* that the City Council approve, approve subject to conditions, or deny the above-mentioned conditional use for a new auto service repair use at 110 S. River Road. The City Council has final authority on the proposal.

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A motion was made by Board Member Saletnik, seconded by Board Member Fowler, to recommend approval of the Conditional Use at 110 S River Road, with the two additional conditions of an appropriate privacy fence between the residential and commercial property be constructed and that a security system be installed.

AYES: Saletnik, Fowler, Hofherr, Veremis, Szabo

NAYES: None

ABSTAIN: None

*****MOTION CARRIED UNANIMOUSLY*****

Member Veremis thanked the Petitioner for improving the building landscape and his involvement in the community.

CITY OF DES PLAINES

ORDINANCE Z - 32 - 21

**AN ORDINANCE GRANTING A CONDITIONAL USE
PERMIT FOR THE OPERATION OF AN AUTO SERVICE
REPAIR ESTABLISHMENT AT 110 S. RIVER ROAD, DES
PLAINES, ILLINOIS.**

WHEREAS, Jason Churak ("**Petitioner**") is the lessee of the property commonly known as 110 S. River Road, Des Plaines, Illinois ("**Subject Property**"); and

WHEREAS, the Subject Property is located in the C-3 General Commercial District of the City ("**C-3 District**"); and

WHEREAS, the Subject Property is improved with a one-story multi-tenant commercial building ("**Building**"); and

WHEREAS, the Petitioner desires to operate an auto service repair establishment on the Subject Property; and

WHEREAS, pursuant to Section 12-7-3.K of the City of Des Plaines Zoning Ordinance of 1998, as amended ("**Zoning Ordinance**"), the operation of an auto service repair establishment is permitted in the C-3 District only with a conditional use permit; and

WHEREAS, Petitioner submitted an application to the City of Des Plaines Department of Community and Economic Development ("**Department**") for a conditional use permit to allow the operation of an auto service repair establishment on the Subject Property ("**Conditional Use Permit**"), in accordance with Sections 12-7-3.F.3 and 12-7-3.K of the Zoning Ordinance; and

WHEREAS, the Subject Property is owned by Ararey Real Properties ("**Owner**"), which has consented to the Petitioner's application; and

WHEREAS, the Petitioner's application was referred by the Department to the Planning and Zoning Board of the City of Des Plaines ("**PZB**") within 15 days after the receipt thereof; and

WHEREAS, within 90 days from the date of the Petitioner's application a public hearing was held by the PZB on March 23, 2021 pursuant to notice published in the *Des Plaines Journal* on March 3, 2021; and

WHEREAS, notice of the public hearing was mailed to all property owners within 300 feet of the Subject Property; and

WHEREAS, during the public hearing, the PZB heard testimony and received evidence with respect to how the Petitioner intended to satisfy and comply with the applicable provisions of the Zoning Ordinance; and

WHEREAS, pursuant to Section 12-3-4 of the Zoning Ordinance, the PZB filed a written report with the City Council on March 24, 2021, summarizing the testimony and evidence received by the PZB and stating the Board's recommendation, by a vote of 5-0, to approve the Petitioner's application for the Conditional Use Permit subject to certain terms and conditions; and

WHEREAS, the Petitioner made certain representations to the PZB with respect to the proposed conditional uses, which representations are hereby found by the City Council to be material and upon which the City Council relies in granting this request for the Conditional Use Permits; and

WHEREAS, the City Council has considered the written report of the PZB, the applicable standards for conditional use permits set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated March 15, 2021, including the attachments and exhibits thereto, and has determined that it is in the best interest of the City and the public to grant the Petitioner's application in accordance with the provisions of this Ordinance;

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

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

SECTION 2. LEGAL DESCRIPTION OF SUBJECT PROPERTY. The Subject Property is legally described as follows:

THAT PART OF LOT 7 IN REDEKER ESTATE SUBDIVISION OF PARTS OF SECTION 8, 9, 16 AND 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THIRD PRINCIPLE MERIDIAN, LYING SOUTH OF A LINE WHICH IS PARALLEL TO AND 321.16 FEET NORTH OF THE SOUTH LINE OF LOT 7; AND LYING EAST OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE SOUTH LINE OF LOT 7, WHICH IS 17.62 FEET EAST OF THE SOUTHWEST CORNER OF LOT 7; THENCE RUNNING NORTH AT RIGHT ANGLES TO THE SOUTH LINE OF SAID LOT 7, 186.24 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 2 ACRES OF SAID LOT 7 (SAID LINE BEING 186.24 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 7); THENCE RUNNING EAST ON SAID NORTH LINE OF THE SOUTH 2 ACRES OF SAID LOT 7, 110 FEET; THENCE RUNNING NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 134.92 FEET TO A POINT ON A LINE WHICH IS PARALLEL TO AND 321.16 FEET NORTH OF THE SOUTH LINE OF SAID LOT, SAID POINT BEING 144.4 FEET WEST OF THE WEST LINE OF RIVER ROAD, IN COOK COUNTY, ILLINOIS.

PIN: 09-17-200-089-0000

Commonly known as: 110 S. River Road, Des Plaines, Illinois.

SECTION 3. CONDITIONAL USE PERMIT. Subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 4 of this Ordinance, the City Council grants the Petitioner a Conditional Use Permit to allow the operation of auto service repair establishment on the Subject Property. The Conditional Use Permit granted by this Ordinance is consistent with and equivalent to a "special use" as referenced in Section 11-13-25 of the Illinois Municipal Code, 65 ILCS 5/11-13-25.

SECTION 4. CONDITIONS. The Conditional Use Permit granted in Section 3 of this Ordinance shall be, and is hereby, expressly subject to and contingent upon the following conditions, restrictions, limitations, and provisions:

A. **Compliance with Law and Regulations.** The development, use, operation, and maintenance of the Subject Property, by the Petitioner must comply with all applicable City codes and ordinances, as the same have been or may be amended from time to time, except to the extent specifically provided otherwise in this Ordinance.

B. **Compliance with Plans.** Except for minor changes and site work approved by the City Director of Community and Economic Development in accordance with all applicable City standards, the development, use, operation, and maintenance of the Subject Property by the Petitioner must comply with the following plans as may be amended to comply with Section 4.C of this Ordinance:

1. That certain "Project Narrative" prepared by Petitioner, consisting of one page, and dated March 9, 2021, attached to and by this reference made a part of this Ordinance as **Exhibit A**; and

2. That certain “Proposed Site Plan” prepared by Petitioner, consisting of one page, and dated March 9, 2021, attached to and by this reference made a part of, this Ordinance as **Exhibit B** (“*Site Plan*”); and
3. Those certain “Proposed Building Floor Plan” prepared by Petitioner, consisting of one page, and dated March 9, 2021, attached to and by this reference made a part of, this Ordinance as **Exhibit C**.

C. Additional Conditions. The development, use, and maintenance of the Subject Property shall be subject to and contingent upon the following additional conditions:

1. The parking area must be repaved with a dust-free hard surface and the parking spaces must be painted on the property to match the Site Plan.
2. Damaged or inoperable vehicles must not be parked outside at any time.
3. No vehicles shall be stored or parked within the required drive aisles, designated customer parking spaces, or designated employee parking spaces at any time.
4. Only three service bays shall be allowed for the life of this conditional use.
5. No auto body related activities are permitted at any time.
6. Within 90 days of City council approval, a minimum 6-foot tall wood privacy fence shall be installed between the subject property and the mobile home community in conformance with applicable City codes.
7. Within 90 days of City council approval, a security system shall be installed on the property to allow the property owner to monitor all activities on site at all times.
8. Vehicles parked outside must display current and valid license plates. For the purposes of this Ordinance, wholesale plates, dealer plates and other similar plates are not considered current and valid license plates.
9. A building permit must be obtained for the renovations of the unit within the Building.
10. The operation of the auto service establishment, including the parking and storing of vehicles, may not commence until the approval of all renovations to the unit within the Building and the issuance a Business Registration Certificate from the City.

SECTION 5. RECORDATION; BINDING EFFECT. A copy of this Ordinance must be recorded in the Office of the Cook County Recorder of Deeds. This Ordinance and the

privileges, obligations, and provisions contained herein run with the Subject Property and inure to the benefit of, and are binding upon, the Petitioner and Owner and their respective personal representatives, successors, and assigns, including, without limitation, subsequent purchasers of the Subject Property.

SECTION 6. NONCOMPLIANCE.

A. Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with, or resists the enforcement of, any of the provisions of this Ordinance shall be fined not less than seventy five dollars (\$75.00) or more than seven hundred and fifty dollars (\$750.00) for each offense. Each and every day that a violation of this Ordinance is allowed to remain in effect shall constitute a complete and separate offense. In addition, the appropriate authorities of the City may take such other action as they deem proper to enforce the terms and conditions of this Ordinance, including, without limitation, an action in equity to compel compliance with its terms. Any person, firm or corporation violating the terms of this Ordinance shall be subject, in addition to the foregoing penalties, to the payment of court costs and reasonable attorneys' fees.

B. In the event that the Petitioner or Owner fails to develop or maintain the Subject Property in accordance with the plans submitted, the requirements of the Zoning Ordinance, or the conditions set forth in Section 4 of this Ordinance, the Conditional Use Permit granted in Section 3 of this Ordinance may be revoked after notice and hearing before the Zoning Administrator of the City, all in accordance with the procedures set forth in Section 12-4-7 of the Zoning Ordinance. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the C-3 District. Further, in the event of such revocation of the Conditional Use Permit, the City Manager and City's General Counsel are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. The

Petitioner and Owner acknowledge that public notices and hearings have been held with respect to the adoption of this Ordinance, has considered the possibility of the revocation provided for in this Section, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice and hearing required by Section 12-4-7 of the Zoning Ordinance is provided to the Petitioner and Owner.

SECTION 7. EFFECTIVE DATE.

A. This Ordinance shall be in full force and effect only after the occurrence of the following events:

1. its passage and approval by the City Council in the manner provided by law;
2. its publication in pamphlet form in the manner provided by law;
3. the filing with the City Clerk by the Petitioner and the Owner, not less than 60 days after the passage and approval of this Ordinance, of an unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance, and demonstrating the Petitioner's and Owner's consent to its recordation. Said unconditional agreement and consent shall be in substantially the form attached to, and by this reference made a part of, this Ordinance as **Exhibit D**; and
4. at the Petitioner's sole cost and expense, the recordation of this Ordinance together with such exhibits as the City Clerk deems appropriate, with the Office of the Cook County Recorder.

B. In the event that the Petitioner and the Owner do not file with the City Clerk a fully executed copy of the unconditional agreement and consent referenced in Section 7.A.3 of this Ordinance, within 60 days after the date of passage of this Ordinance by the City Council, the City Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

SECTION 8. SEVERABILITY. If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 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



110 S. River Road
Suite 6
Des Plaines, IL 60016
630-878-8123

Project Narrative
3-9-2021

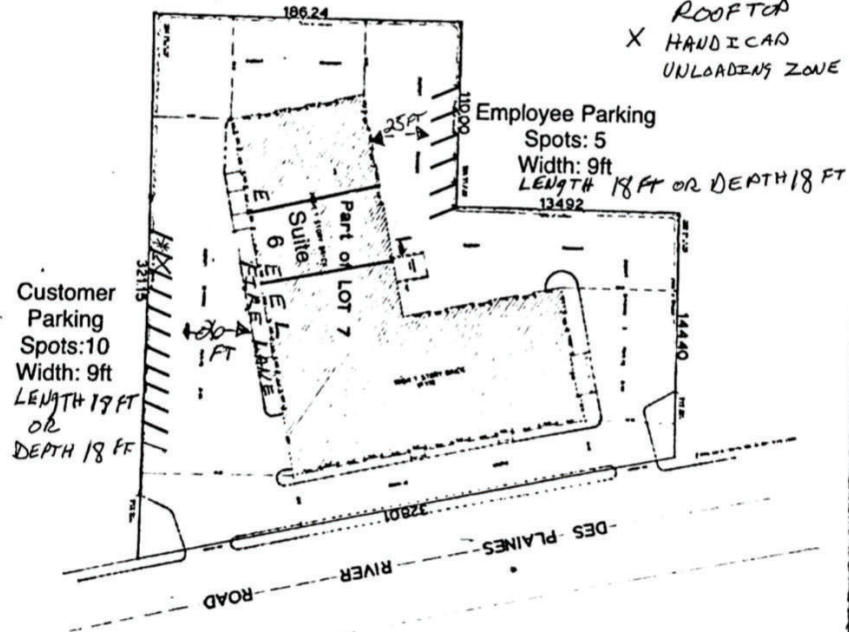
CC Automotive is seeking a conditional use permit to open an automotive service center. The service we look to offer are general automotive repair including electrical diagnostic, tune ups, oil changes, brakes, batteries, light exhaust work, check engine repair and general automotive maintenance. We at this time offer no towing services and will only have vehicles dropped off during regular business hours. Regular business Hours will be Monday – Friday 8:00 am to 6:30 pm. Saturday will be 9:00 am to 2:00 pm. We have no plans to change any parking, landscape, entrances or any part of the existing structure. As for signage the location has a street sign for all the businesses located on site. The dumpster enclosure will not be necessary as we plan storing the dumpster inside the shop area to prevent any dumping of illegal materials. CC automotive will have no vehicles be dropped off after business hours and definitely will not have any tow trucks coming and leaving during non business hours.

Thank you
Jason Churak

Site Plan

110 S. River Road

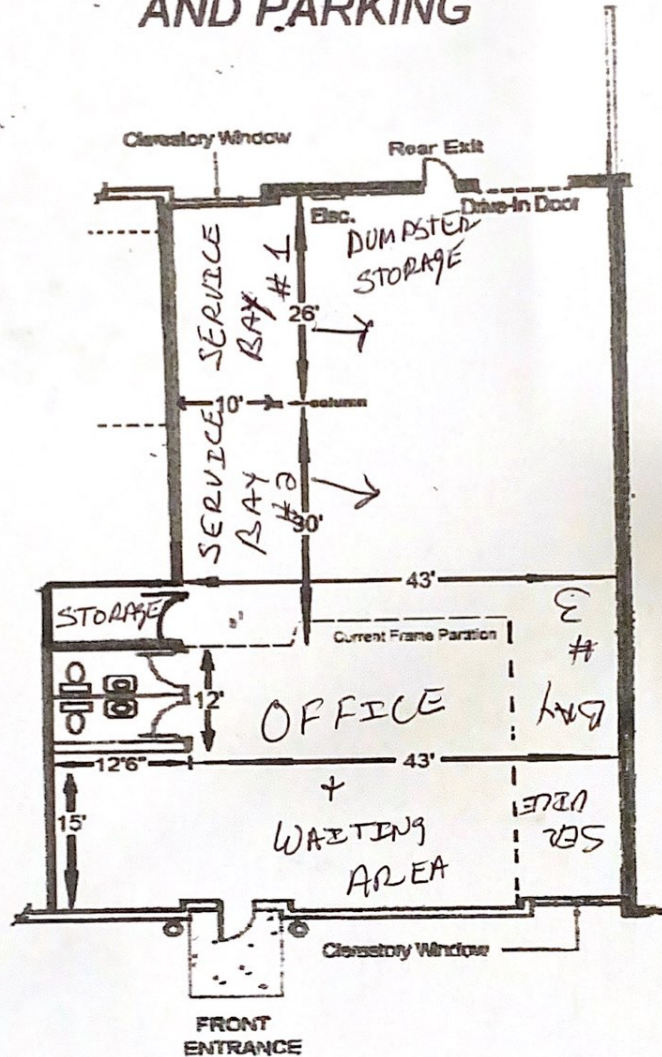
- * HANDICAP PARKING
- E EVERGREEN
- BUSH
- L. OUTDOOR
- LIGHT
- ROOFTOP
- X HANDICAP
- UNLOADING ZONE



FLOOR PLAN.

3-9-21

REAR DRIVE AND PARKING



PARKING

★ This drawing is for informational purposes only and is not intended to be used for construction.

Floor Plan

NTS

110 S. River Rd.
Des Plaines, Illinois

SUITE 6
(APPROX. 3850 SQ. FT.)

jc Tenant Initials

EXHIBIT D

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The City of Des Plaines, Illinois ("**City**");

WHEREAS, Jason Churak ("**Petitioner**") is the lessee of the property commonly known as 110 S. River Road, Des Plaines, Illinois ("**Subject Property**"); and

WHEREAS, the Subject Property is located in the C-3 General Commercial District of the City ("**C-3 District**"); and

WHEREAS, the Subject Property is improved with a one-story multi-tenant commercial building ("**Building**"); and

WHEREAS, the Petitioner desires to operate an auto service repair establishment on the Subject Property; and

WHEREAS, pursuant to Section 12-7-3.K of the City of Des Plaines Zoning Ordinance of 1998, as amended ("**Zoning Ordinance**"), the operation of an auto service repair establishment is permitted in the C-3 District only with a conditional use permit; and

WHEREAS, Petitioner submitted an application to the City of Des Plaines Department of Community and Economic Development ("**Department**") for a conditional use permit to allow the operation of an auto service repair establishment on the Subject Property ("**Conditional Use Permit**"), in accordance with Sections 12-7-3.F.3 and 12-7-3.K of the Zoning Ordinance; and

WHEREAS, the Subject Property is owned by Ararey Real Properties ("**Owner**"), which consented to the Petitioner's application; and

WHEREAS, Ordinance No. Z-32-21 adopted by the City Council of the City of Des Plaines on _____, 2021 ("**Ordinance**"), grants approval of the Conditional Use Permit, subject to certain conditions; and

WHEREAS, the Petitioner and the Owner each desires to evidence to the City its unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in said Ordinance, and its consent to recording the Ordinance and this Unconditional Agreement and Consent against the Subject Property;

NOW, THEREFORE, the Petitioner and the Owner do hereby agree and covenant as follows:

1. Petitioner and Owner hereby unconditionally agree to accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. Z-32-21, adopted by the City Council on _____, 2021.

2. Petitioner and Owner acknowledge and agree that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's review and approval of any plans for the Subject Property, or the issuance of any permits for the use and development of the Subject Property, and that the City's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure Petitioner or Owner against damage or injury of any kind and at any time.
3. Petitioner and Owner acknowledge that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the procedures required by Section 12-4-7 of the City's Zoning Ordinance are followed.
4. Petitioner agrees to and do hereby hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the City's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Subject Property, and (d) the performance by Petitioner of its obligations under this Unconditional Agreement and Consent.
5. Petitioner hereby agrees to pay all expenses incurred by the City in defending itself with regard to any and all of the claims mentioned in this Unconditional Agreement and Consent. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the City.

[SIGNATURE PAGE FOLLOWS]

ATTEST:

JASON CHURAK

By: _____

By: _____

SUBSCRIBED and **SWORN** to
before me this _____ day of
_____, 2021.

Its: _____

Notary Public

ATTEST:

ARAREY REAL PROPERTIES

By: _____

SUBSCRIBED and **SWORN** to
before me this _____ day of
_____, 2021.

Notary Public



CITY MANAGER'S OFFICE

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

MEMORANDUM

Date: April 8, 2021
To: Mayor and Members of City Council
From: Michael G. Bartholomew, ICMA-CM, City Manager *MB*
Subject: Sixth Amendment to the City Manager's Employment Agreement

Attached is a resolution and sixth amendment to the City Manager's employment agreement.

Attachments:

Resolution R-60-21
Exhibit A

CITY OF DES PLAINES

RESOLUTION R - 60 - 21

**A RESOLUTION APPROVING A SIXTH AMENDMENT TO
THE CITY MANAGER EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF DES PLAINES AND MICHAEL
G. BARTHOLOMEW.**

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 and Michael G. Bartholomew entered into a City Manager Employment Agreement dated as of April 16, 2012, as amended by the First Amendment to the Agreement on November 4, 2013, the Second Amendment to the Agreement on July 20, 2015, the Third Amendment to the Agreement on April 2, 2018, the Fourth Amendment to the Agreement on April 21, 2019, and the Fifth Amendment to the Agreement on September 8, 2020 (collectively, "*Agreement*"), pursuant to which the City agreed to employ Mr. Bartholomew, and Mr. Bartholomew agreed to be employed by the City, to perform the duties of City Manager of the City of Des Plaines; and

WHEREAS, the City and Mr. Bartholomew desire to enter into a Sixth Amendment to the City Manager Employment Agreement to amend the Agreement regarding Mr. Bartholomew's annual base salary ("*Sixth Amendment*"); and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve the Sixth Amendment;

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 SIXTH AMENDMENT. The City Council hereby approves the Sixth Amendment 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 SIXTH AMENDMENT. The City Council hereby authorizes and directs the Mayor and the City Clerk to execute and seal, on behalf of the City, the final Sixth Amendment.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 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 Sixth Amendment to City Manager Agreement

**SIXTH AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF DES PLAINES AND MICHAEL G. BARTHOLOMEW**

THIS SIXTH AMENDMENT is made and entered into as of the 19th day of April, 2021, by and between the City of Des Plaines, an Illinois home rule municipal corporation ("**Employer**"), and Michael G. Bartholomew ("**Employee**"). In consideration of the recitals and mutual covenants and agreements set forth in this Sixth Amendment, the receipt and sufficiency of which are hereby acknowledged and agreed, the parties agree as follows:

Section 1. Recitals.

A. The Employer and the Employee entered into that certain "City Manager Employment Agreement" dated as of April 16, 2012, as amended by the First Amendment to the Agreement on November 4, 2013, the Second Amendment to the Agreement on July 20, 2015, the Third Amendment to the Agreement on April 2, 2018, the Fourth Amendment to the Agreement on April 21, 2019, and the Fifth Amendment to the Agreement on September 8, 2020 (collectively, "**Agreement**"). Pursuant to the Agreement, the Employer agreed to employ the Employee, and the Employee agreed to be employed by the Employer, to perform the duties of City Manager of the City of Des Plaines.

B. Section 3 of the Agreement sets forth the annual base salary that the Employer agreed to pay the Employee in exchange for the performance by the Employee of the duties of City Manager of the City of Des Plaines. Under the Agreement, the annual base salary is currently \$234,992.74.

C. Section 1.2 of the Agreement provides that the Agreement may be modified in writing by mutual agreement of the parties, and Section 3.3 of the Agreement provides that the Employer can increase the compensation of the Employee based on the results of a performance evaluation process set forth in Section 12 of the Agreement.

D. Pursuant to Section 1.2, Section 3.3, and Section 12 of the Agreement, the Employer and the Employee desire to further amend the Agreement to increase the Employee's annual base salary.

E. The parties therefore hereby amend the Agreement as follows.

Section 2. Sixth Amendment to the Agreement.

Section 3.1 of the Agreement is hereby amended to read as follows:

"Section 3: Compensation

1. Base Salary: Employer agrees to pay Employee an annual base salary of \$_____, payable in installments at the same time that the other management employees of the Employer are paid."

Section 3. Effect; Effective Date.

All terms, conditions and provisions of the Agreement that are not expressly amended or modified by this Sixth Amendment shall remain unchanged and in full force and effect as if fully set forth herein. To the extent that the terms and provisions of this Sixth Amendment conflict with the Agreement, the terms and provisions of this Sixth Amendment shall control. The effective date of this Sixth Amendment shall be April 19, 2021.

IN WITNESS WHEREOF, the parties have caused this Sixth Amendment to be executed by their duly authorized representatives as of the date and year first written above.

ATTEST:

CITY OF DES PLAINES

By: _____
Jennifer L. Tsalapatanis, City Clerk

By: _____
Matthew Bogusz, Mayor

Date: _____

Date: _____

WITNESS:

MICHAEL G. BARTHOLOMEW

By: _____
Jennifer L. Tsalapatanis, City Clerk

Date: _____

Date: _____



HEALTH AND HUMAN SERVICES

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

MEMORANDUM

Date: April 19, 2021

To: Michael G. Bartholomew, City Manager

From: Kathy Puetz, Community Social Worker

Cc: Becky Madison, Director of Human Resources *BAM*

Subject: Consideration of a Resolution awarding 28 Grant Recipients 2021 Social Service Program Funding in a total amount Not-to-Exceed \$160,000

Issue: As part of the FY2021 Budget, City Council allocated \$160,000.00 for disbursement to social service agencies that provide services to Des Plaines residents in need. The Health and Human Services Division (HHS) has solicited and evaluated grant requests from social service agencies that serve the Des Plaines community. At this time, HHS seeks the City Council concurrence with the funding allocation as discussed and recommended below.

Analysis: The 2021 Social Service Funding notification, the application and timeline were made available on the City's website on February 1, 2021. Applications were due March 1, 2021. The Health and Human Services Division contacted the service agencies that received funding in 2020 to inform them of the open application period.

The City received 28 completed applications requesting funding through the Social Service Funding program, which is a decrease from 36 received in 2020.

All of the agencies expressed gratitude for the City's program and stressed how valuable local support is for leveraging funding from public and private sources, which strengthens their service capabilities for our residents during these difficult times. The pandemic has challenged our community partner agencies, who are witnessing an increase of clients calling for services. These clients have been affected by job loss, reduced hours and health concerns related to COVID-19. City community partner agencies continued to provide services to our residents by implementing online video technology for activities, support groups and meetings. They conduct client intake meetings over the phone or through computer video conferencing, limiting office hours with appointments only and offering curbside food and meal disbursement to ensure continuity of service.

HHS utilizes a point system to assist with the allocation of the funds for 2021. The funding recommendations in Attachment 1 are based on the following criteria:

- Local needs the agency addresses.
- Strategies used by the agency to address the local needs.
- The number of Des Plaines residents served.
- The percentage of Des Plaines clients served within the agency or program.
- The abundance or scarcity of a service in the community.
- Staff Feedback. Allows HHS to provide funding beyond an agency's total points or funding request to reflect their need within the community.

In 2020, Health and Human Services staff received over 2,052 office visits and calls for information and referrals for service. These community partner agencies are often referred to by HHS due to the services they provide that assist in meeting the needs of our residents.

2021 Community Partner Agency Requests & Staff Recommendations

Agency Name	2020 Funding Amount	2021 Agency Application Request	2021 Staff Funding Recommendation*
Advocate Lutheran General's Older Adult Services	\$5,124.00	\$6,000.00	\$4,268.00
Alliance for Immigrant Neighbors	\$4,000.00	\$4,000.00	\$4,000.00
Avenues to Independence	\$2,500.00	\$2,500.00	\$2,500.00
Bessie's Table	\$2,500.00	\$2,500.00	\$3,000.00
Catholic Charities	8,000.00	-	-
Center of Concern	\$12,000.00	\$15,000.00	14,250.00
Children's Advocacy Center of Northwest Cook County	\$3,500.00	\$5,000.00	\$5,000.00
Clean Up-Give Back.org	\$4,941.00	\$12,000.00	\$5,588.00
Community Backpack Project	\$5,307.00	-	-
Connections for the Homeless	\$2,379.00	\$5,000.00	\$5,000.00
Des Plaines Community Foundation	\$6,039.00	\$20,000.00	\$6,214.00
Feed My Sheep Des Plaines, Inc.	\$3,500.00	\$5,000.00	\$4,500.00
FISH of Park Ridge	\$1,500.00	-	-
Hands-On Suburban Chicago	\$2,000.00	\$2,000.00	\$2,000.00
Hopeful Beginnings of St. Mary's Services	\$4392.00	\$5,000.00	\$5,000.00
Journeys: The Road Home	\$3,000.00	\$5,000.00	\$5,000.00
Korean American Women in Need (KANWIN)	\$3,111.00	\$5,000.00	\$5,000.00
Kenneth Young Center	\$3,500.00	\$5,000.00	\$4,972.00
Life Span	\$3,660.00	\$5,000.00	\$5,000.00
Maine Niles Association of Special Recreation	\$2,000.00	\$2,000.00	\$2,000.00
National Alliance on Mental Illness Cook County North Suburban (NAMI-CCNS)	\$3,843.00	-	-
North Shore Senior Center	\$9,500.00	\$10,000.00	\$10,000.00
North West Housing Partnership-Handyman Program	\$6,250.00	\$6,500.00	\$6,116.00
Northwest Center Against Sexual Assault	\$2,745.00	\$3,000.00	\$3,000.00
Northwest Compass	\$4,209.00	\$10,000.00	\$4,048.00
Northwest Suburban Day Care Center	\$10,000.00	\$10,000.00	\$9,500.00

Open Communities	\$3,294.00	\$8,000.00	\$5,544.00
Self-Help Food Closet & Pantry of Des Plaines	\$12,628.00	\$15,000.00	\$15,000.00
Shelter, Inc.	\$2,379.00	-	-
Suburban Primary Health Care Council (Access to Care)	\$3,660.00	\$6,000.00	\$6,000.00
The Bridge Youth & Family Services	\$3,660.00	\$5,000.00	\$5,000.00
The Harbour, Inc.	\$2,379.00	\$3,000.00	\$3,000.00
The Josselyn Center	\$4,000.00	\$10,000.00	\$9,500.00
The Salvation Army: Des Plaines Corps	\$4,000.00	-	-
The Salvation Army Metro. Div. PAI Program	\$3,000.00	-	-
Trinity Lutheran Church- 5 Loaves/2 Fishes Ministry Community Luncheon	\$1,500.00	-	-
Totals	\$160,000.00	\$192,500.00	\$160,000.00

*For additional information regarding the 2021 Staff Funding Recommendation, please see Attachment 1.

Recommendation: As a result of this process, the recommendation from staff is to fund all twenty-eight (28) community partner agencies at an amount not-to-exceed \$160,000. A list of the 2021 agency funding allocation recommendations, the point system spreadsheet and key are attached for the Council's review and approval.

Attachments:

Attachment 1: 2021 Social Service Funding Recommendations

Attachment 2: 2021 Social Service Funding Application Overview

Resolution # R – 75 – 21 Social Services Program Funding Grant Recipients

Agency	Agency Application Request	1. Local needs the agency addresses.	2. Strategies used by Agency to address the	3. Number of Des Plaines residents served in		4. Percentage of Des Plaines residents served within total		Total of All Agency Points (Out of 199)	5. Multiplied by \$44.00 per point (*Up to Funding Request)	6. 2021 Staff Recommended Funding
				# of DP Residents	Points awarded	% of DP Residents	Points awarded			
Advocate LGH - Older Adult Services - Creative Arts Program	\$6,000.00	10	10	312	18	33%	8	97	\$ 4,268.00	\$ 4,268.00
Alliance for Immigrant Neighbors -Legal Services/Workshops	\$4,000.00	30	30	19	2	17%	2	131	\$ 4,000.00	\$ 4,000.00
Avenues to Independence	\$2,500.00	10	10	10	2	5%	2	86	\$ 2,500.00	\$ 2,500.00
Bessie Table *	\$2,500.00	30	30	3045	32	95.7%	32	194	\$ 2,500.00	\$ 3,000.00
Center of Concern-Senior Services*	\$15,000.00	30	30	7297	32	35%	8	164	\$ 7,216.00	\$ 14,250.00
Children's Advocacy Center of N and NW Cook County	\$5,000.00	30	30	50	8	4.2%	2	142	\$ 5,000.00	\$ 5,000.00
Clean Up -Give Back Org-Clean-Up Campaigns	\$12,500.00	10	10	622	32	64.7%	18	127	\$ 5,588.00	\$ 5,588.00
Connections for the Homeless	\$5,000.00	30	30	67	8	1%	2	140	\$ 5,000.00	\$ 5,000.00
D.P. Community Foundation-Neighbors Helping Neighbors*	\$20,000.00	10	10	600	32	100%	32	133	\$ 5,865.00	\$ 6,214.00
Feed My Sheep*	\$5,000.00	0	0	2812	32	89%	32	74	\$ 3,256.00	\$ 4,500.00
HandsOn Suburban Chicago	\$2,000.00	30	30	174	18	6.0%	2	147	\$ 2,000.00	\$ 2,000.00
Hopeful Beginnings -St. Mary's Services- Teen Parent Prog.	\$5,000.00	10	30	11	2	30%	8	114	\$ 5,000.00	\$ 5,000.00
Journeys: The Road Home-Hope Day Center	\$5,000.00	30	30	52	8	9%	2	127	\$ 5,000.00	\$ 5,000.00
KAN-WIN	\$5,000.00	30	30	40	8	15%	2	132	\$ 5,000.00	\$ 5,000.00
Kenneth Young- Older Adult Services (Adult Protection Srvs.)	\$5,000.00	30	30	22	2	10%	2	113	\$ 4,972.00	\$ 4,972.00
Life Span -General Operations Support	\$5,000.00	10	30	250	18	5%	2	124	\$ 5,000.00	\$ 5,000.00
Maine Niles Association for Special Recreation-Scholarships	\$2,000.00	30	10	13	2	12%	2	101	\$ 2,000.00	\$ 2,000.00
North Shore Senior Center-Older Adult Services*	\$10,000.00	30	30	1318	32	6%	2	164	\$ 7,216.00	\$ 10,000.00
North West Housing Partnership- Senior Handyman Program	\$6,500.00	30	10	40	8	100%	32	139	\$ 6,116.00	\$ 6,116.00
Northwest C A S A - Sexual Assault Intervention Program	\$3,000.00	10	30	21	2	3.3%	2	111	\$ 3,000.00	\$ 3,000.00
Northwest Compass-Stabilization & Empwmt Support Srvs	\$10,000.00	10	10	343	18	20%	2	92	\$ 4,048.00	\$ 4,048.00
Northwest Suburban Day Care Center*	\$10,000.00	30	30	17	2	54%	18	150	\$ 6,600.00	\$ 9,500.00
Open Communities	\$8,000.00	30	30	9	2	5%	2	126	\$ 5,544.00	\$ 5,544.00
Self Help Closet & Pantry of Des Plaines*	\$15,000.00	30	30	403 households	32	80%	32	199	\$ 8,756.00	\$ 15,000.00
Suburban Primary Health Care Council (ATC)	\$6,000.00	30	30	171	18	3%	2	150	\$ 6,000.00	\$ 6,000.00
The Bridge Youth and Family Services	\$5,000.00	30	10	19	2	5%	2	119	\$ 5,000.00	\$ 5,000.00
The Harbour, Inc.	\$3,000.00	30	30	9	2	8%	2	134	\$ 3,000.00	\$ 3,000.00
The Josselyn Center*	\$10,000.00	30	30	142	8	8%	2	140	\$ 6,160.00	\$ 9,500.00
								3670	\$ 135,605.00	\$ 160,000.00

1. Agency describes clearly describes the local needs the it addresses.	Ranking Points
The application fails to describe the local needs the agency addresses.	0
The application partially to describe the local needs the agency addresses.	10
The application fully/thoroughly describes the local needs the agency addresses including the use of local data to describe the overall Des Plaines community need and the specific needs of the residents.	30

2. The Agency clearly explains the strategies it uses to specifically and directly address the local needs.	Ranking Points
The application fails to explain the strategies the agency uses to specifically and directly address the local needs.	0
The application partially explains the strategies the agency uses to specifically and directly address the local needs	10
The application fully/thoroughly explains the strategies the agency uses to specially and directly address the local needs.	30

3. Residents Served	Ranking Points
Below 25	2
Below 150	8
Below 500	18
Above 500	32

4. Percentage of DP Clients Served	Ranking Points
Below 25%	2
Below 50%	8
Below 75%	18
Above 75%	32

5. How points were calculated
1. To calculate the value of each point we divided \$160,000 by the total amount of points received by the 28 agencies. (\$160,000/3670)
2. Each point is valued at \$44.00 (rounded up from \$43.59)
3. No agency received more than what they requested, unless awarded more funding due to staff feedback.

6. *Staff Feedback
Allows HHS to provide funding recommendation beyond an agency's total points or funding request. This is done to reflect their need within the community based on requests for services. Agencies receiving additional funding recommendaiton is noted in orange* .

Type of Services	Agencies providing the service
Adoption Services	St. Mary's Services
Domestic Violence Counseling	KAN-WIN, Life Span
Emergency Assistance	NW Compass, Concern of Concern, Des Plaines Community Foundation
Emergency Shelter Provider	Journeys the Road Home
Food Resources	Bessie's Table, Self Help, Feed My Sheep, NW Compass
Home Repairs	DP Community Foundation, NW Housing Partnerships
Homeless Prevention/ Supportive Services	Connections for the Homeless, Center of Concern, Journeys the Road Home, NW Compass
Housing for Minors	The Harbour, Inc.
Immigration Services	Alliance for Immigrant Neighbors
Interim Shelter	Connections for the Homeless (intake, approval and assigned a bed for 6 months, males only)
Job Counseling	Center of Concern
Mental Health Services	The Josselyn Center

Type of Services Continued	Agencies providing the service
Primary Health Care	Suburban Primary Health Care
Residential programs for Adults with special needs	Avenues to Independence
Senior Service Programs	Kenneth Young Center, North Shore Senior
Sexual Assault Counseling	NW Center Against Sexual Assault
Sexual and Physical Assault Counseling for Minors	Children's Advocacy Center
Special Recreation Services-Scholarship Programs	Maine-Niles Special Recreation Association
Subsidized Daycare	NW Suburban Day Care
Tenant and Landlord Advocacy	Open Communities
Transportation for Seniors/Disabled	DP Community Foundation
Volunteerism	Hands-On Suburban Chicago, Clean Up-
Youth Crisis Intervention	Bridge Youth & Family Services

2021 SOCIAL SERVICE FUNDING APPLICATION AGENCY OVERVIEW

Advocate Lutheran General Older Adult Services:

Program Overview: Adult day Services that contracts with the Illinois Department on Aging's Community Care Program to offer low income seniors supportive daycare services at no out-of-pocket expenses to residents.

Program to Fund: Continue to support the Adult Daycare Program's Creative Arts curriculum which benefits clients that have dementia and physical/mental disabilities. Some of these therapeutic activities include art, dance and movement, animal and music therapies. Participation in these types of therapies is shown to lessen anxiety and depressive symptoms by allowing self-expression to be communicated in various ways.

Agency Partners: North Shore Senior Services/Kenneth Young Center (senior service providers)

Residents Served in Program Seeking Funding: 110

Percentage of all clients where Des Plaines residents: 33%

Funding Request: \$6,000.00

Reviewer Score: 97

Recommended Funding Amount: \$4,268.00

Alliance for Immigrant Neighbors (AIN):

Program Overview: AIN offers affordable legal services to immigrants and refugees i.e. consultations and legal representation on DACA, family petitions, lawful permanent residence (green card), citizenship, etc. AIN also provides workshops to inform immigrants and refugees of opportunities for permanent residence and citizenship.

Program to Fund: Continue to fund services to immigrant residents of Des Plaines. Fees for these migration legal services make up about 45% of AIN's total income budget.

Agency Partners: Des Plaines Public Library and Maine West High School provides both space and promotes AIN workshops as well as invites AIN to participate in programs for immigrant families at Maine West High School. Faith Alliance Bible Church allows AIN to use their facility without charge.

Residents Served in Program Seeking Funding: 19

Percentage of all clients where Des Plaines residents: 17%

Funding Request: \$4,000.00

Reviewer Score: 131

Recommended Funding Amount: \$4,000.00

Avenues to Independence:

Program Overview: Avenues to Independence provides residential housing at 2 locations in Des Plaines providing 24/7 care to individuals with developmental and intellectual disabilities for ten residents. Avenues Day Care facility provides vocational training and recreational activities to 18 additional residents of Des Plaines.

Program to Fund: Funding would go toward supporting nursing and direct care staff at residential the homes in Des Plaines.

Agency Partners: The agency works with Community Alternatives Unlimited, an agency that provides developmental disability services and case management.

Residents Served in Program Seeking Funding: 10
Percentage of all clients where Des Plaines residents: 5%
Funding Request: \$2500.00
Reviewer Score: 86
Recommended Funding Amount: \$2,500.00

Bessie's Table:

Program Overview: Provides a free meal to individuals in need of assistance on Monday nights at First United Methodist Church. Bessie's Table also offers toiletries, socks, blankets, etc. Due to the increase of need, dinner portions have increase as well as offering the guests a bagged lunch.

Program to Fund: Continue to fund Bessie's Table weekly community dinner.

Agency Partners: Bessie's Table collaborates with other meal programs that serve Des Plaines residents through the sharing of donations

Residents Served in Program Seeking Funding: 3045
Percentage of all clients where Des Plaines residents: 95.7%
Funding Request: \$2,500.00
Reviewer Score: 194
Recommended Funding Amount: \$3,000.00

Center of Concern:

Program Overview: Center of Concern offers supportive services primarily for the elderly, disabled and those in need such as; counseling, case management, CHORE housekeeping services, home visits, various counseling, family support, professional volunteer services, emergency assistance, financial assistance to prevent homelessness, transportation/shopping for seniors, and information and referral. Instated as a direct response due to COVID-19, Center of Concern offered a free drive-up COVID-19 testing center, providing grocery delivery services and assisting Des Plaines residents who qualified with utilities, rent and mortgage through 2020 Cares Act. During 2020, Center of Concern saw an increase of 30% in requested services.

Program to Fund: Continue to financially support all of the services/programs Center of Concern provides Des Plaines residents.

Agency Partners: Networks with local and federal agencies i.e. Age Options (older adult services), The Harbour and Journeys (homeless prevention agencies), Citizens Utility Board, NAMI (mental illness services) MaineStay Youth and Family Services (counseling and education) and the Des Plaines Chamber of Commerce.

Residents Served in Program Seeking Funding: 7297
Percentage of all clients where Des Plaines residents: 35%
Funding Request: \$15,000.00
Reviewer Score: 164
Recommended Funding Amount: \$14,250.00

Children's Advocacy Center of North and Northwest

Program Overview: The Children's Advocacy Center provides direct services for child victims of sexual abuse, severe physical abuse, and other violent crimes and their non-offending parents/ family members. The Coordination, Advocacy and Sensitive Interviewing (CASI) Program provides 24-hour emergency response, coordination of the child abuse investigation, expert child interviews, crisis intervention, court advocacy and on-going support and referral services. The Family Support Services (FSS) Program offers intensive, trauma-focused individual and family counseling, child abuse assessments, and parent and child support groups. All services are offered in English and/or Spanish and are provided free of charge.

Program to Fund: Requested funding is to support the agencies Forensic and Advocacy Services and Family Support Services Programs.

Agency Partners: 38 Sheriff/Police Departments, Cook County State's Attorney Office, Illinois Departments of

Children and Family Services, etc.

Funding Request: \$5000

Residents Served in Program Seeking Funding: 50

Percentage of all clients are Des Plaines residents: 4.2%

Reviewer Score: 142

Recommended Funding Amount: \$5,000.00

Clean Up- Give Back.Org

Program Overview: Provides individuals/organizations the opportunity to participate in organized clean-up campaigns. CU-GB provides a “flexible service program” that provides community service hours to both court appointed individuals and/or students seeking school requirements. In 2020, CU-GB facilitated 62 clean-ups.

Program to Fund: Funding request is to support with the general operating costs of the Community Cleanup Campaigns and the possible hiring of a part-time staff.

Agency Partners: Kiwanis Club, Maine West High School’s National Honor Society, Key Club and Junior Warrior students, Cook County Forest Preserve, Izaak Walton League, Self Help Closet & Food Pantry and surrounding area clean up at the new location.

Funding Request: \$12,500.00

Residents Served in Program Seeking Funding: 622 volunteers (including students of Willow Academy High School)

Percentage of all Clients are residents of Des Plaines: 64.7%

Reviewer Score: 127

Recommended Funding Amount: \$5,588.00

Connections for the Homeless:

Program Overview: Provides housing, re-housing, shelters, employment, case management and supportive services to those who are homeless or who are being burdened with their housing costs. **Program to Fund:** Funding request is to continue the support Connections for the Homeless programs: eviction prevention, shelter and housing programs.

Agency Partners: Alliance to End Homelessness in Suburban Cook County and Continuum of Care (consortium of agencies, municipalities and local agencies i.e. Center of Concern, Catholic Charities, Northwest Compass, Journeys, schools and police departments).

Residents Served in Program Seeking Funding: 67

Percentage of Clients are residents of Des Plaines: 1%

Funding Request: \$5,000.00

Reviewer Score: 140

Recommended Funding Amount: \$5,000.00

Des Plaines Community Foundation:

Program Overview: Supports community programs of the Des Plaines Healthy Community Partnership by supporting community resources and distributing financial support to programs/ community resources.

Program to Fund: Funding request is for the Foundation’s Neighbors Helping Neighbors Program. NHN provides direct assistance to Des Plaines residents with groceries, transportation, minor home repairs, construction of handicapped ramps and provides emergency assistance to residents where no assistance can be located.

Agency Partners: City of Des Plaines, Elk Grove/Maine Townships, local school/park districts, as well as local organizations i.e. Center of Concern, Catholic Charities, Salvation Army and the Des Plaines Ministerial Association.

Residents Served in Program Seeking Funding: 600+

Percentage of Des Plaines Residents Served: 100%

Funding Request: \$20,000.00

Reviewer Score: 133

Recommended Funding Amount: \$6,214.00

Feed My Sheep Des Plaines, Inc.

Program Overview: Provides a free meal to individuals in need each Wednesday night. Last year, approximately 2337 dinners were provided.

Program to Fund: Funding request is to support the meal program's food/supply cost's which are not donated. As a result of a recent purchase and sale agreement between the Des Plaines Park District and Good Shepherd Lutheran Church, there has been a need to relocate the meal program and find a new fiscal agent.

Representatives from Feed My Sheep have contacted the Des Plaines Community Senior Center to ascertain its interest and willingness in taking on this responsibility. As a result of a mutual commitment to carrying on this program, a Memorandum of Understanding is being developed to formally acknowledge this collaboration.

Agency Partners: Frisbie Senior Center and in-kind donations from Gordon Food Service, Sam's Fresh Market, Long Horn Steakhouse, KFC, House of Cakes and other community meal programs.

Residents Served in Program Seeking Funding: "+/- 2,812 served"

Percentage of Des Plaines Residents Served: 89%

Funding Request: \$5,000.00

Reviewer Score: 74

Recommended Funding Amount: \$4500.00

Hands-On Suburban Chicago (HOSC)

Program Overview: Recruits and connects volunteers through its searchable database called HandsOn Connect, which enables users to find volunteer opportunities that best fit their interests, schedules, and location. The program administrator collaborates with partner organizations to identify volunteer needs to over 100 nonprofits and schools throughout 44 suburban Chicago communities.

Program to Fund: Funding is for the continued support and development of the HandsOn Connect and the AmeriCorps Seniors programs to mobilize individuals to become volunteers.

Agency Partners: City of Des Plaines, Elk Grove/Maine Townships, local school/park districts, and local organizations (Center of Concern, Catholic Charities, Salvation Army and the Des Plaines Ministerial Association.)

Residents Served in Program Seeking Funding: 174 Des Plaines residents were referred to 32 nonprofits.

Percentage of Des Plaines Residents Served: 6%

Funding Request: \$2,000.00

Reviewer Score: 147

Recommended Funding Amount: \$2,000.00

Hopeful Beginnings of St. Mary's Services

Program Overview: The agency's Teen Parenting Program provides counseling, adoption services and other supportive services to women and teens facing unplanned pregnancies.

Program to Fund: Funding will offset the professional counseling fees which directly impact the actual teens served in the Teen Parenting Program. This program is designed to teach self-sufficiency to teen parents in District 214 high schools.

Agency Partners: Local Hospitals, Red Cross (displaced children and women experiencing disasters and WINGS (domestic violence clients) refer patients for services which include; free counseling, postpartum depression outpatient counseling, mental health and general maternity counseling services.

Residents Served in Program Seeking Funding: 11

Percentage of Des Plaines Residents Served: 30%

Funding Request: \$5000.00

Reviewer Score: 114

Recommended Funding Amount: \$5,000.00

JOURNEYS | The Road Home

Program Overview: JOURNEYS provide three interdependent, year-round programs for its clients in need: Emergency PADS Shelter Program, HOPE Day Center and Pathways Housing Readiness Program. Each program works together in response to what each individual or families' unique needs require in order to reach housing

stability and self-sufficiency. All programs are free of cost for clients and anyone within the agency's service region (37 communities across north/northwest suburban Cook County) are eligible to seek help from JOURNEYS.

Program to Fund: Funding request is to support the Hope Center in Palatine that provides vocational counseling, mental health counseling, housing counseling, food pantry, and clothing closet.

Agency Partners: JOURNEYS partners with agencies to avoid duplication through streamlining services to provide those in need with the quickest and most efficient path toward stability. JOURNEYS partners with Heartland Health, CEDA Northwest, WINGS, Northwest Community Hospital, Shelter Inc., Share, Kenneth Young, Alexian Brothers Outpatient Mental Health, and other organizations.

Residents Served in Program Seeking Funding: 52

Percentage of Des Plaines Residents Served: 9%

Funding Request: \$5000.00

Reviewer Score: 127

Recommended Funding Amount: \$5,000.00

Korean American Women in Need (KAN-WIN)

Program Overview: KAN-WIN provides crisis intervention through a bi-lingual 24-hour hotline and case management services for domestic violence victims in the Asian immigrant community.

Program to Fund: Multilingual crisis intervention and advocacy program.

Agency Partners: Life Span who provides legal services to clients and Sammool Church for Women who refer Domestic Violence clients for services.

Residents Served in Program Seeking Funding: 40

Percent of Des Plaines Residents Served: 15%

Funding Request: \$5,000

Reviewer Score: 132

Recommended Funding Amount: \$5,000.00

Kenneth Young Center

Program Overview: Kenneth Young is a senior services agency that serves Des Plaines residents over the age of 60 residing in Elk Grove Township. Services include case management, counseling, community care services and adult protective services.

Program to Fund: Funding request is to support the Adult Protective Services (APS) program to provide ongoing intensive casework to older adults who have been the victims of abuse and neglect.

Agency Partners: KYC is one of the 42 designated Care Coordination Units (CCU) through the Illinois Department of Aging and the Adult Protective Services. KYC maintain a working partnership with local municipalities and agency resource collaboratives in connecting with nonprofit providers to ensure collaboration of client care.

Residents Served in Program Seeking Funding: 22

Percentage of Des Plaines Residents Served: 10%

Funding Request: \$5000.00

Reviewer Score: 113

Recommended Funding Amount: \$4,972.00

Life Span:

Program Overview: Provides legal civil representation, informational resources and counseling for victims of domestic violence or sexual assault. Also provides community education, violence prevention programming in schools and a 24/7 crisis hotline.

Program to Fund: Request is to support the programs/services provided by Life Span.

Agency Partners: Life Span specializes in complicated and high conflict divorce and/or custody cases in which domestic violence is a critical feature. Other agencies/programs are not providing these services because they are Life Span's largest referral source. Other sources of referrals include police departments, the State's Attorney's Office and hospitals. Life Span services free of charge.

Residents Served in Program Seeking Funding: 250

Percentage of Des Plaines Residents Served: 5%

Funding Request: \$5,000

Reviewer Score: 124

Recommended Funding Amount: \$5,000.00

Maine Niles Association of Special Recreation

Program Overview: MNASR provides transportation to residents of Des Plaines individuals with special needs to recreational programming using MNASR Accessible Transportation Service. This service provides opportunities for disabled individuals to connect with their community and discover their potential.

Program to Fund: MNASR is requesting continued support to provide scholarships for those who are low income (using the Federal Poverty Guidelines of 200% level or below) disabled individuals residing in Des Plaines to participate in recreational programs.

Agency Partners: MNASR collaborates with six park districts and one recreation departments, supportive housing; Clearbrook Choice, Avenues, SEARCH, Over the Rainbow, Orchard Village Local School Districts/special education cooperatives offering before, during and after school leisure education school programming.

Residents Served in Program Seeking Funding: 13

Percentage of Des Plaines Residents Served: 12%

Funding Request: \$2,000.00

Reviewer Score: 101

Recommended Funding Amount: \$2,000.00

North Shore Senior Center

Program Overview: A Senior Services Agency that serves Maine Township by providing case management, counseling, community care services and adult protective services for seniors 60+ and adults with disabilities.

Program to Fund: To continue to support the programs/services provided by the Senior and Family Services Department.

Agency Partners: NSSC collaborates with other agencies by determining eligibility for programs and services they provide. Referrals come from individuals, family members, concerned neighbors and agencies such as City of Des Plaines, Frisbie Senior Center, Francis Manor, Catholic Charities, Center of Concern, etc.

Residents Served in Program Seeking Funding: 1318

Percentage of Des Plaines Residents Served: 6%

Funding Request: \$10,000.00

Reviewer Score: 164

Recommended Funding Amount: \$ 10,000.00

North West Housing Partnership

Program Overview: The Northwest Housing Partnership's Handyman Program (NWHP) coordinates and provides experienced, insured handyman to assist residents with minor, non-emergency repairs. The cost will range from \$10, \$20, \$30 per hour depending on an individual's income.

Program to Fund: In conjunction with the Handyman Program, NWHP will screen applicants to see if they qualify for the Capable Program which will provide an occupational therapist and a nurse as well as handyman services to assist seniors to remain in their homes as long as they are able.

Agency Partners: NWHP has been working with the City of Des Plaines for many years on home repair programs and the past three plus years on the handyman program. Currently there are no other organizations, besides private companies, that provides handyman services for seniors in Des Plaines".

Residents Served in Program Seeking Funding: 40

Percentage of Des Plaines Residents Served: 100%

Funding Request: \$6,500.00

Reviewer Score: 139

Recommended Funding Amount: \$6,116.00

Northwest Center Against Sexual Assault

Program Overview: Offers free services to sexual assault survivors and their loved ones within the North and Northwest Suburbs of Cook County. Provides victim centered 24/7 crisis intervention, advocacy and counseling and prevention.

Program to Fund: Funding request is to continue to support the Sexual Assault Intervention Program.

Agency Partners: NWCASA has a Network agreement with 11 area hospitals to provide 24/7 emergency room response to victims of sexual violence and 29 police departments in Cook County including Des Plaines; provides educational programs to service organizations and community schools.

Residents Served in Program Seeking Funding: 21

Percentage of Des Plaines Residents Served: 3.3%

Funding Request: \$3,000.00

Reviewer Score: 111

Recommended Funding Amount: \$ 3,000.00

Northwest Compass

Program Overview: Northwest Compass offers programs in three major categories - Stabilization, Empowerment and Housing. These programs provide crisis intervention, comprehensive solution-focused case management, counseling, resources and various support services.

Program to Fund: Request is to continue to support the services/programs offered through Northwest Compass.

Agency Partners: Utilizes the North Suburban Cook County Appliance Program as a clearing house to determine if assistance has already been provided to a client. Northwest Compass and Center of Concern processed qualified Des Plaines households to receive CARE Act Funds received by the City.

Residents Served in Program Seeking Funding: 343

Percentage of Des Plaines Residents Served: 20%

Funding Request: \$10,000.00

Reviewer Score: 92

Recommended Funding Amount: \$ 4,048.00

Northwest Suburban Day Care Center

Program Overview: Provided high quality daycare for children ages 15 months to 5 years for low-income families.

Program to Fund: Funding request is to help off-set daily costs of the day care center not covered by government programs.

Agency Partners: Church provides the facility rent free; Maine Township, City of Des Plaines; local churches, Des Plaines Kiwanis, the Park Ridge Community and private citizens.

Residents Served in Program Seeking Funding: 17

Percentage of Des Plaines Residents Served: 54%

Funding Request: \$10,000.00

Reviewer Score: 150

Recommended Funding Amount: \$9,500.00

Open Communities

Program Overview: Open Communities provides advocacy, education and resource for tenants and landlords.

Program to Fund: Funding requests is for the Fair Housing Enforcement Program and Housing Counseling and Education Program.

Agency Partners: Open Communities networks with other agencies that receive Emergency Solutions Grant which provides funds for homeless prevention and Homeless Management Information System which aims to stop the duplication of services and reduce frustration by clients through case management support.

Residents Served in Program Seeking Funding: 9

Percentage of Des Plaines Residents Served: 5%

Funding Request: \$8,000.00

Reviewer Score: 126

Recommended Funding Amount: \$ 5,544.00

Self-Help Food Closet & Pantry of Des Plaines

Program Overview: Provides food and clothing to Des Plaines residents in need. SHFC&P is managed by one employee and the rest are volunteers. They rely solely on donations and fundraising.

Program to Fund: SHFC&P is requesting funds to purchase food items when their donated supply runs low. In addition to serving an increased number of clients during the pandemic, they anticipate serving even more clients if they add a third day of the week and/or extend their hours for food distribution.

Agency Partners: SHFC&P maintains contact with other Des Plaines food pantries and churches that serve meals, as well as through membership in organizations like the Des Plaines Ministerial Association and the Des Plaines Chamber of Commerce. The Executive Director also is part of the AMITA/Holy Family Community Relations Board, which provides another avenue for networking and maximizing community resources for low income residents.

Residents Served in Program Seeking Funding: Since March 2020 clients have been served curbside so individual counts are not available however, 403 households (corporate) 92 households (unincorporated) 9 households (Rosemont with children in DP schools) have been assisted. Many regular clients report the size of their households have increased due to the effect of the pandemic.

Percentage of Des Plaines Residents Served: 80%

Funding Request: \$15,000.00

Reviewer Score: 199

Recommended Funding Amount: \$15,000.00

Suburban Primary Health Care Council (Access to Care)

Program Overview: Access to Care is a non-profit health care program for low-income uninsured and under-insured people living in suburban Cook County that connects residents with primary health care services.

Program to Fund: Funding request is to support the Access to Care program.

Agency Partners: Access to Care has coordination agreements with over 60 agencies who serve the same population for different services addressing the social determinants of health such as housing, employment services, food insecurities etc. Formal partnerships exist with organizations such as Loyola University, Healthcare Alternative Systems, Chicago Dental Society and Presence Health to provide benefits to those in need.

Residents Served in Program Seeking Funding: 171

Percentage of Des Plaines Residents Served: 3%

Funding Request: \$6,000.00

Reviewer Score: 150

Recommended Funding Amount: \$6,000.00

The Bridge Youth & Family Services

Program Overview: The Bridge's Crisis Intervention program provides services to Des Plaines youth who have runaway, are locked-out, suicidal or homeless and need immediate intervention. The program successfully reunifies 95% of youth with their families. Without services to aid reunification many of these youth are at risk of entering the juvenile justice or child welfare systems.

Program to Fund: The Bridge's Crisis Intervention Program

Agency Partners: Northwest suburban police departments, youth serving providers and school staff.

Residents Served in Program Seeking Funding: 19

Percentage of Des Plaines Residents Served: 5%

Funding Request: \$5,000.00

Reviewer Score: 119

Recommended Funding Amount: \$5,000.00

The Harbour, Inc.

Program Overview: The Harbour, Inc. provides an emergency shelter and transitional housing via both

congregate group homes (serving female and transgender youth) and scattered-site apartments with rent subsidies (serving all youth).

Program to Fund: Funding request is to offset the costs of providing essential services (i.e., housing, food, case management) for their emergency shelter and transitional housing for homeless youth programs.

Agency Partners: Maine Township High Schools, agencies that provide Comprehensive Community Based Youth Services (CCBYS) in our service area, Suburban Chicago Homeless and Runaway Program which includes; The Bridge Youth and Family Services, OMNI Youth Services, and Youth & Opportunity United, Chicago Coalition for the Homeless, the Alliance to End Homelessness in Suburban Cook County, the Association of Homeless Advocates in the North/Northwest District (AHAND), Illinois Collaboration on Youth, and the Coordinated Service Referral Network for trafficking victims.

Residents Served in Program Seeking Funding: 9

Percentage of Des Plaines Residents Served: 8%

Funding Request: \$3,000.00

Reviewer Score: 134

Recommended Funding Amount: \$3,000.00

The Josselyn Center

Program Overview: The Josselyn Center is the sole provider of Medicaid and Medicare outpatient psychiatric serves within a 375-square-mile area. This agency provides comprehensive mental health services which include medication monitoring, therapy/counseling, case management, psychological testing and psychiatric evaluation. The Josselyn Center offers their services at Maine Township in Park Ridge.

Program to Fund: Request is for continued support for The Josselyn Center's outpatient mental health services for low-income residents of Des Plaines.

Agency Partners: Illinois Association for Behavioral Health, NorthShore University Health System, Crisis Response Network of the North Shore: Consortium of schools/agencies in northern Cook County that responds to and provides supports for youth behavioral health crises. Community Advisory Committee, Illinois Department of Human Services Crisis Staffing program. Formal partnerships with agencies include; MaineStay Youth and Family Services (supportive service provider for psychiatrist services) and Connections for the Homeless (clinical therapy services).

Residents Served in Program Seeking Funding: 142

Percentage of Des Plaines Residents Served: 8%

Funding Request: \$10,000.00

Reviewer Score: 140

Recommended Funding Amount: \$ 9,500.00

CITY OF DES PLAINES

RESOLUTION R - 75 - 21

**A RESOLUTION AUTHORIZING THE DISBURSEMENT
OF SOCIAL SERVICES FUNDS TO THIRTY-SIX SOCIAL
SERVICE AGENCIES.**

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 \$160,000 during the 2021 fiscal year for disbursement to social services agencies that provide services to Des Plaines residents ("*Social Services Funding*"); and

WHEREAS, the City Health and Human Services Division has received and reviewed applications for Social Services Funding from various social services agencies that serve the City; and

WHEREAS, the City Council has determined that it is in the best interest of the City to disburse the Social Services Funding in the manner set forth in this Resolution;

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

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

SECTION 2: APPROVAL AND AUTHORIZATION TO DISBURSE FUNDS. The City Council hereby approves, and the City Manager is hereby authorized to make, the disbursement of the Social Services Funding to the following social services agencies as follows:

Advocate Lutheran General's Older Adult Services	\$ 4268.00
Alliance for Immigrant Neighbors	4,000.00
Avenues to Independence	2,500.00
Bessie's Table	3,000.00
Center of Concern	14,250.00
Children's Advocacy Center of Northwest Cook County	5,000.00
Clean Up – Give Back.Org	5,588.00
Connections for the Homeless	5,000.00
Des Plaines Community Foundation	6,214.00

Feed My Sheep Des Plaines, Inc.	4,500.00
Hands-On Suburban Chicago (HOSC)	2,000.00
Hopeful Beginnings of St. Mary's Services	5,000.00
JOURNEYS: The Road Home	5,000.00
Korean American Women in Need (KAN-WIN)	5,000.00
Kenneth Young Center	4,972.00
Life Span	5,000.00
Maine Niles Association of Special Recreation	2,000.00
North Shore Senior Center	10,000.00
North West Housing Partnership	6,116.00
Northwest Center Against Sexual Assault	3,000.00
Northwest Compass	4,048.00
Northwest Suburban Day Care Center	9,500.00
Open Communities	5,544.00
Self-Help Food Closet & Pantry of Des Plaines	15,000.00
Suburban Primary Health Care Council (Access to Care)	6,000.00
The Bridge Youth & Family Services	5,000.00
The Harbour, Inc.	3,000.00
The Josselyn Center	9,500.00
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Total	\$160,000.00

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 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 Authorizing the Disbursement of Social Service Funds to 28 Agencies 2021