



## CITY COUNCIL AGENDA

Monday, June 7, 2021  
Regular Session – 7:00 p.m.  
Room 102

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### **CALL TO ORDER**

### **REGULAR SESSION**

ROLL CALL

PRAYER

PLEDGE OF ALLEGIANCE

### **PUBLIC COMMENT**

(matters not on the agenda)

### **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. **RESOLUTION R-95-21:** Approving the 2021-2022 Annual Membership Renewal to the Northwest Municipal Conference (NWMC) in the Amount of \$25,528.00. Budgeted Funds – Elected Office/Legislative/ Membership Dues.
2. **RESOLUTION R-96-21:** Waiving Bidding Requirements and Approving the Barracuda 995 Server Maintenance Agreement with SpeedLink, New Port Richey, Florida in the Amount of \$59,820. Budgeted Funds – IT/R&M Equipment.
3. **RESOLUTION R-97-21:** Approving the Purchase of 52 Helix Brand Level II Ballistic Vests from Uniform Den East, Loves Park, Illinois in the Not-to-Exceed Amount of \$25,740 to be Purchased with Federal Asset Forfeiture Funds at No Cost to the City.
4. **RESOLUTION R-98-21:** Awarding the Bid for Replacement of the Levee 50 Flood Gate Electric Operator to Low Bidder, Independent Mechanical Industries, Inc., Elk Grove, Illinois in the Amount of \$83,700. Budgeted Funds – Water/Sewer.
5. **RESOLUTION R-99-21:** Awarding Bid for the 2021 Des Plaines Parking Structures Maintenance Repairs Contract to Low Bidder, J. Gill and Company, Tinley Park, Illinois in the Amount of \$95,215. Budgeted Funds – City-Owned Parking.
6. **RESOLUTION R-100-21:** Awarding Bid for the 2021 Contractual Asphalt Milling and Resurfacing Repairs Contract to Low Bidder, Chicagoland Paving, Lake Zurich, Illinois in the Amount of \$137,654.43. Budgeted Funds – Street Maintenance.
7. **RESOLUTION R-101-21:** Approving a Three-Year Renewal of Professional Services Consultant Contract with Kane, McKenna, and Associates, Inc. in the Not-to-Exceed Annual Amount of \$30,000. Budgeted Funds – Economic Development/Professional Services/TIF Consulting.
8. **RESOLUTION R-103-21:** Approving and Authorizing the Request for Coronavirus State and Local Fiscal Recovery Funds Pursuant to the American Rescue Plan Act of 2021
9. **RESOLUTION R-104-21:** Approving a Professional Services Master Contract and Task Order No. 1 for Professional Engineering Services in the Amount of \$140,000 with SPACECO, Inc., Rosemont, Illinois. Budgeted Funds – Capital Projects.
10. **ORDINANCE M-8-21:** Amending Title 4, “Business Regulations”, Chapter 4, “Liquor Control”, Section 4, “Classification of Licenses” of the Des Plaines City Code Regarding Liquor License Classes N and O for Riverboat Owner’s Licenses
11. Minutes/Regular Meeting – May 17, 2021
12. Minutes/Closed Session – May 17, 2021



## **UNFINISHED BUSINESS**

n/a

## **NEW BUSINESS**

1. **FINANCE & ADMINISTRATION** – Alderman Artur Zadrozny, Chair
  - a. Warrant Register in the Amount of \$6,132,079.81 – **RESOLUTION R-102-21**
2. **COMMUNITY DEVELOPMENT** – Alderman Malcolm Chester, Chair
  - a. Consideration of an Amendment to an Existing Conditional Use Permit for a Commercial Mobile Radio Service Facility to Expand and Upgrade Equipment for the Property at 1011 East Touhy – **ORDINANCE Z-35-21**
  - b. Consideration of a Conditional Use Permit for a Trade Contractor Use at 1628 Rand Road – **ORDINANCE Z-36-21**
  - c. Consideration of a Conditional Use Permit for a Commercially-Zoned Assembly Use at 1470-1476 Miner Street – **ORDINANCE Z-37-21**
  - d. Consideration of a Final Plat of Subdivision and Amendment to an Existing Planned Unit Development (PUD) for the Metropolitan Square PUD at 510 & 518 Metropolitan Way, 1440-1472 Market Street, and 1506-1524 Market Street – **ORDINANCE Z-38-21**
3. **PUBLIC SAFETY** – Alderman Sean Oskerka, Chair
  - a. Consideration of the Purchase of an Alexis Mini-Rescue Apparatus Through HGAC Buy Contract #FS12-19 from Alexis Fire Equipment, Alexis, Illinois in the Amount of \$223,430. Budgeted Funds – Equipment Replacement Fund – **RESOLUTION R-63-21** (*Tabled from May 17, 2021 City Council Meeting*)

## **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.**



OFFICE OF THE MAYOR

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

MEMORANDUM

Date: May 25, 2021  
To: Aldermen  
Cc: Michael G. Bartholomew, City Manager  
From: Andrew Goczkowski, Mayor *AG*  
Subject: Annual Member Dues to the Northwest Municipal Conference

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**Issue:** An invoice for annual membership dues to the Northwest Municipal Conference has been received for the 2021-2022 fiscal year.

**Analysis:** The City of Des Plaines is presently a member of the Northwest Municipal Conference. An invoice was recently received in the amount of \$25,528.00, which is based on our population figure of 58,364 @ .437 per capita. The amount of the dues has been included in the 2021 Budget under Elected Office.

**Recommendation:** That the City of Des Plaines continue as a member of the Northwest Municipal Conference and remit annual dues of \$25,528.00 for the 2021-2022 fiscal year.

**Attachments:**

Resolution R-95-21  
Exhibit A – Invoice

**CITY OF DES PLAINES**

**RESOLUTION R - 95 - 21**

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

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

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

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

**WHEREAS**, the City appropriated \$25,600 in the Elected Office, Membership Dues Fund for membership in the NWMC during the 2021 fiscal year; and

**WHEREAS**, membership dues in the NWMC are based on a fee of \$.437 per resident multiplied by the City's population of 58,364 persons, for a total of \$25,528 for the 2021-2022 membership year ("**Membership Dues**"); and

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

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

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

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

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

**SECTION 3: AUTHORIZATION OF RENEWAL AND PAYMENT.** The City Manager and City Clerk are hereby authorized and directed to execute and attest all necessary documents approved by the General Counsel to renew the City's membership in the NWMC, and

the City Manager is authorized to pay to the NWMC the Membership Dues in the not-to-exceed amount of \$25,528.

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

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 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 City of Des Plaines to Renew its Membership in the NWMC 2021

**Northwest Municipal Conference**

1600 East Golf Road  
Suite 0700  
Des Plaines, IL 60016

**INVOICE**

Invoice Number: 10755  
Invoice Date: May 1, 2021  
Page: 1

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

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

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

Customer ID	Customer PO	Payment Terms	
DES PLAINES		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Courier		5/31/21

Quantity	Item	Description	Unit Price	Amount
		FY '21-22 Northwest Municipal Conference Membership Dues		25,528.00
Subtotal				25,528.00
Sales Tax				
Total Invoice Amount				25,528.00
Payment/Credit Applied				
<b>TOTAL</b>				<b>25,528.00</b>

Check/Credit Memo No:



INFORMATION TECHNOLOGY DEPARTMENT

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

MEMORANDUM

Date: May 11, 2021  
To: Michael G. Bartholomew, City Manager  
From: Romeo Sora, Director Information Technology *RS*  
Subject: Barracuda 995 Backup Server Maintenance Agreement Renewal

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**Issue:** The 2021 budget includes funding for the City's Barracuda 995 Backup Server Maintenance Agreement renewal with SpeedLink.

**Analysis:** At the request of staff, SpeedLink reached out to Barracuda to obtain reduced pricing on the backup server maintenance and support. Barracuda provided SpeedLink with a three-year maintenance and support renewal option in the amount of \$179,460, with payment being made in three annual installments of \$59,820. City Council adopted Resolution R-97-20 on May 18, 2020.

SpeedLink is a "Partner of Record" with Barracuda, and as such has preferential pricing in place with Barracuda that other vendors would not receive. SpeedLink has consistently provided the City of Des Plaines with the lowest price pertaining to Barracuda products and services.

**Recommendation:** I recommend the City Council waive bidding requirements and approve the Barracuda 995 Server maintenance agreement with SpeedLink, 4039 Floramar Ter, New Port Richey, FL 34652, in the amount of \$59,820. The maintenance agreement will be funded from the budgeted IT R&M Equipment Account (100-20-230-0000-6305).

Attachments:

Resolution – R-96-21

Exhibit A – Barracuda Maintenance Renewal Quote

**CITY OF DES PLAINES**

**RESOLUTION R - 96- 21**

**A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS UNDER THE FOURTH AMENDMENT TO THE AGREEMENT WITH SPEEDLINK SOLUTIONS, INC.**

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

**WHEREAS**, Speedlink Solutions, Inc. ("**Vendor**") currently provides the City with subscriptions to (i) Barracuda Backup 995 Server Energizer Updates, (ii) Instant Replacement; and (iii) Barracuda Backup 995 Server Unlimited Cloud Storage (collectively, "**Subscriptions**") pursuant to that certain "City of Des Plaines Contract for Pricing and Delivery of a Barracuda Backup Server" dated as of June 17, 2016 ("**Agreement**"); and

**WHEREAS**, the Subscriptions provide services relating to the City's Barracuda 995 Backup Server ("**Server**") including updates and maintenance services, replacement protection in the event the Server becomes inoperable, and unlimited cloud-based backup storage for Server data; and

**WHEREAS**, on May 18, 2020, the City Council adopted Resolution R-97-20, approving the Fourth Amendment to the Agreement, which renewed the Agreement for an additional three-year term beginning on June 20, 2020 and ending on June 20, 2023; and

**WHEREAS**, the City desires to make expenditures in the not to exceed amount of \$59,820 during the 2021 fiscal year for the Subscriptions under the Fourth Amendment to the Agreement; and

**WHEREAS**, the City has appropriated funds in the IT R&M Software Account for use by the Information Technology Department during the 2021 fiscal year for the procurement of the Subscriptions; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to authorize the expenditure of the not-to-exceed amount of \$59,820 during the 2021 fiscal year for the procurement of the Subscriptions from the Speedlink under the Fourth Amendment to the Agreement;

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

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

**SECTION 2: AUTHORIZATION OF EXPENDITURE.** The City Council authorizes the expenditure of the not-to-exceed amount of \$59,820 during the 2021 fiscal year for the procurement of the Subscriptions from Speedlink under the Fourth Amendment to the Agreement.

**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 \_\_\_\_\_

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**MAYOR**

ATTEST:

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**

DP-Resolution Approving Expenditure of Funds for Barracuda 995 Backup Server Subscriptions with Speedlink 2021





6240 Champions Row St  
 Bradenton, FL 34210  
 630-904-5254

# Invoice

Date	Invoice #
4/16/2021	709458
Account #	8

Bill To
<p>City of Des Plaines          Accts Payable          1420 Miner St          Des Plaines, IL 60016-4498</p>

Ship To
<p>City of Des Plaines          Romeo Sora          1420 Miner St          Des Plaines, IL 60016-4498</p>

P.O. Number	Terms	Rep	Ship	Via
	Net 30	JE	5/18/2021	


Quantity	Item Code	Description	Price Each	Amount
		This is the 2nd of three annual invoices. Des Plaines commits to 3 year PO but only pays 1/3rd now and 1/3rd in 2021 and 1/3rd in 2022 . Each payment is \$59820. Total Order is \$179,460		
	BBS 995 renewal			
1	BC-BBS995a-e1	BBS 995 1 Year EU	12,185.34	12,185.34T
1	BC-BBS995a-h1	BBS 995 1 Year IR	14,686.66	14,686.66T
1	BC-BBS995-b1	BBS995 1 Year Unlimited Cloud Backup Storage	32,948.00	32,948.00T
		Support renewal on Barracuda BBS995		59,820.00
		BAR-BS-788513		
		Support expires 06/18/2022		
Subtotal (0.0%)				\$59,820.00
If you are tax exempt please provide a copy of your tax certificate			Sales Tax	\$0.00
Thank you for your order and the confidence you have placed with SpeedLink Solutions. If there are any problems with this order please contact us at 630-904-5254			E-mail jevans@speedlnk.com	Total \$59,820.00



POLICE DEPARTMENT

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

MEMORANDUM

Date: May 11, 2021  
To: Michael G. Bartholomew, City Manager  
From: David W. Anderson, Chief of Police   
Subject: Purchase of Ballistic Vests

**Issue:** Ballistic vests are Supplied to Des Plaines Police Officers when they are hired by the City and they typically have a five-year warranty. Fifty-two of the vests currently worn by officers are due to expire Late 2021. This Memorandum will outline the department's request to purchase new ballistic vests with federal asset forfeiture monies.

**Analysis:** Ballistic vests have saved the lives of police officers and military personnel throughout the world. Fifty-two vests currently supplied to officers have a five-year warranty which are due to expire. The vests expire due to the material used, the temperature variations and the physical manipulation of the vests on a daily basis.

Ballistic vests have several levels of ballistic protection. Based on ballistic protection, comfort and cost it has been determined that Level II protection is best suited for the functions Des Plaines Police Officers face. The State of Illinois Department of Central Management Services currently has no State Bid for ballistic vests. We obtained 3 quotes for 52 Helix Brand Level II body armor with 5X8 soft trauma plates, as it was the vest chosen by the National Association of State Procurement Officials (NASPO) for their bidding process. CQB South quoted us \$35,635.08, GH Armor Systems quoted us \$44,200.00, and Uniform Den East quoted us \$24,740.00. It should be noted that Uniform Den East was able to Quote so low due to their having won the Contract through bidding with NASPO. It should also be noted that Level II vests offer protection against all handgun ammunition currently manufactured legally in the United States.

**Recommendation:** The Police Department is requesting authorization to purchase 52 Helix Brand Level II Ballistic vests from the lowest bid received from the Uniform Den East 5802 N. 2<sup>nd</sup> Street, Loves Park IL. 61111 not to exceed the amount of \$25,740.00. This expenditure will be made from the federal asset forfeiture monies at no cost to the city.

**Attachments:**

Attachment 1: Uniform Den East Quote  
Attachment 2: GH Armor Systems Quote  
Attachment 3: CQB South Quote  
Resolution R – 97 – 21



**5803 N 2nd Street**  
**Loves Park, IL 61111**  
**Phone: 815.654.7919**  
**Fax: 815.654.7953**

CUSTOMER ID  
EXPIRATION DATE

**SALESPERSON**

Chuck Corso

Net 30

Quotation prepared by: \_\_\_\_\_

This is a quotation on the goods named, subject to the conditions noted below:  
(Describe any conditions pertaining to these prices and any additional terms of the agreement.  
You may want to include contingencies that will affect the quotation.)

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

SUBTOTAL	\$25,740.00
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Approx. Shipping	<b>TBD</b>
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TOTAL	\$25,740.00
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## Attachment 1



DATE May 4, 2021

To: Des Plaines PD  
Erik Bjork

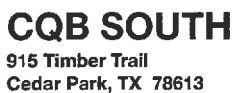
TOTAL DISCOUNT

SUBTOTAL	\$44,200.00
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**SALES TAX**

TOTAL

Page 3 of 6



Quote #: 9323  
Date: 5/5/21

Kelly Suttan  
Cell: (512) 423-1628  
Ofc: (512) 423-1628  
Email: [kelly@cqbsouth.com](mailto:kelly@cqbsouth.com)  
Website: [www.cqbsouth.com](http://www.cqbsouth.com)  
[www.thearmorack.com](http://www.thearmorack.com)



**CITY OF DES PLAINES**

**RESOLUTION R - 97 - 21**

**A RESOLUTION APPROVING THE PURCHASE OF  
BALLISTIC PROTECTIVE GEAR FROM UNIFORM DEN  
EAST, INC.**

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**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 Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorizes and encourages intergovernmental cooperation; and

**WHEREAS**, the City has sufficient funds in the Asset Forfeiture Fund for the Police Department to purchase 52 Helix Level II ballistic vests for police officers ("**Vests**") during the 2021 fiscal year; and

**WHEREAS**, City staff requested quotes for the Vests from three vendors; and

**WHEREAS**, Uniform Den East, Inc. ("**Vendor**") submitted the lowest quote in the amount of \$25,740 for the Vests; and

**WHEREAS**, the City has purchased protective gear from Vendor in the past and has been satisfied with the quality of the merchandise and the service Vendor provided; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to waive the requirement that competitive bids be solicited for the purchase of the Vests and purchase the Vests from the Vendor in the not-to-exceed amount of \$25,740;

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

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

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

**SECTION 3: APPROVAL OF PURCHASE.** The City Council approves the purchase by the City of the Vests from the Vendor in a total not-to-exceed amount of \$25,740.

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

General Counsel, and the City Manager to make payments, on behalf of the City, that are necessary to complete the purchase of the Vests from the Vendor in a total not-to-exceed amount of \$25,740.

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

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

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**MAYOR**

ATTEST:

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**

DP-Resolution Approving Purchase of Ballistic Gear from Uniform Den East

#39354397\_v1



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: May 27, 2021

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

From: Rob Greenfield, Superintendent of Utility Services *RG*

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

Subject: Bid Award – Levee 50 Flood Gate Electric Operator Replacement

**Issue:** The 2021 budget includes \$108,000 in funding for replacement of seven electric gate operators at the Levee 50 Pumping Station. Two bid proposals were received and opened on April 30, 2021.

**Analysis:** The scope of work includes removal and installation of seven electric gate operators at the Levee 50 facility. Independent Mechanical submitted the lowest bid. Independent Mechanical has performed similar work at the Village of Huntley and Village of Algonquin with favorable references. The bids for the lining project are as follows:

BIDDER'S NAME	BID AMOUNT
Independent Mechanical Industries, Inc.	\$83,700
Dahme Mechanical Industries, Inc.	\$114,888.88

**Recommendation:** We recommend award of the Levee 50 Flood Gate Electric Operator Replacement project to Independent Mechanical Industries, Inc., 2671 United Lane, Elk Grove, IL 60007 in the amount of \$83,700. Funding source for this project will be Water/Sewer Fund.

**Attachments:**

Resolution R-98-21  
Exhibit A – Contract



**CITY OF DES PLAINES**

**RESOLUTION R - 98 - 21**

**A RESOLUTION APPROVING AN AGREEMENT WITH  
INDEPENDENT MECHANICAL INDUSTRIES, INC. FOR  
THE REPLACEMENT OF ELECTRIC FLOOD GATE  
OPERATORS AT THE LEVEE 50 FACILITY.**

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

**WHEREAS**, the City has appropriated funds in the Water/Sewer Fund for use by the Department of Public Works and Engineering during the 2021 fiscal year for the replacement of seven electric gate operators at the Levee 50 facility ("**Work**"); and

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

**WHEREAS**, the City received two bids which were opened on April 30, 2021; and

**WHEREAS**, Independent Mechanical Industries, Inc. ("**Contractor**") submitted the lowest responsible bid in the not-to-exceed amount of \$83,700 to complete the Work; and

**WHEREAS**, the City desires to enter into an agreement with the Contractor for the performance of the Work in the not-to-exceed amount of \$83,700 ("**Agreement**"); and

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

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

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

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

**SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT.** The City Council hereby authorizes and directs the City Manager and City Clerk to execute and seal, on behalf of the City, the final Agreement only after receipt by the City Clerk of at least two executed copies of the Agreement from Contractor; provided, however, that if the City Clerk does not receive such executed copies of the Agreement from Contractor within 60 days after the date of adoption of this

Resolution, then this authority to execute and seal the 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**

DP-Resolution Approving Agreement with Independent Mechanical Industries for Replacement Flood Gate Operators at Levee 50

**CITY OF DES PLAINES  
CONTRACT FOR  
LEVY 50 FLOOD GATE  
ELECTRIC OPERATOR REPLACEMENT**

**BID PACKAGE**

BIDDER'S PROPOSAL

Full Name of Bidder Independent Mechanical Industries, Inc. ("Bidder")

Principal Office Address 2671 United Lane, Elk Grove Village, Illinois 60007

Local Office Address 2671 United Lane, Elk Grove Village, Illinois 60007

Contact Person David W. Reynolds Telephone (773) 282-4500

TO: City of Des Plaines ("Owner")  
1420 Miner Street  
Des Plaines, IL 60016  
Attention: City Clerk

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. N/A, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

**1. Work Proposal**

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the *Levy 50 Flood Gate Electric Operator Replacement*; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all

{00119448.2}

## PROPOSAL

of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.

C. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

### 2. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

#### SCHEDULE OF PRICES

##### A. LUMP SUM CONTRACT

For providing, performing, and completing all Work, the total Contract Price of (*write in numbers only*):

\$ 83,700.00

### 3. Contract Time Proposal

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the "Commencement Date" set forth in Attachment A to the Contract and will perform the Work diligently and continuously and will complete the Work not later than the "Completion Date" set forth in Attachment A to the Contract.

### 4. Firm Proposal

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of 60 days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

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**5. Bidder Representations**

A. No Collusion. Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. Not Barred. Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. Qualified. Bidder warrants and represents that it has met and will meet all required standards set forth in Owner's Responsible Bidder Ordinance M-66-11 and that Bidder has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish on request, within two business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. Owner's Reliance. Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

**6. Surety and Insurance**

Bidder herewith tenders surety and insurance commitment letters as specified in Section 6 of the Invitation for Bidder's Proposals.

**7. Bid Security**

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond as specified in Section 6 of the Invitation for Bidder's Proposals for 5 percent of Bidder's Price Proposal ("*Bid Security*").

**8. Owner's Remedies**

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or five percent of

{00119448.2}

## PROPOSAL

Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against Bidder.

### 9. Owner's Rights

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

### 10. Bidder's Obligations

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED: April 30, 20 21.

Bidder

By:

  
\_\_\_\_\_

Title: President

Attest

By:

  
\_\_\_\_\_

Title: Vice President

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,  
FOR SIGNATURE REQUIREMENTS**

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**CITY OF DES PLAINES  
CONTRACT FOR  
LEVY 50 FLOOD GATE  
ELECTRIC OPERATOR REPLACEMENT  
  
BID PACKAGE**

**BIDDER'S SWORN ACKNOWLEDGEMENT**

David W. Reynolds ("Deponent"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

**COMPLETE APPLICABLE SECTION ONLY**

**1. Corporation**

Bidder is a corporation that is organized and existing under the laws of the State of Illinois, that is qualified to do business in the State of Illinois, and that is operating under the legal name of Independent Mechanical Industries, Inc..

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	<u>David W. Reynolds</u>	<u>2671 United Lane, Elk Grove Village, IL 60007</u>
Vice President	<u>Christopher Olson</u>	<u>2671 United Lane, Elk Grove Village, IL 60007</u>
Secretary	<u>Christopher Olson</u>	<u>2671 United Lane, Elk Grove Village, IL 60007</u>
Treasurer	<u>David W. Reynolds</u>	<u>2671 United Lane, Elk Grove Village, IL 60007</u>

**2. Partnership**

Bidder is a partnership that is organized, existing and registered under the laws of the State of Illinois pursuant to that certain Partnership Agreement dated as of March 9, 1923, that is qualified to do business in the State of Illinois, and that is operating under the legal name of Independent Mechanical Industries, Inc.

{00119448.2}



## ACKNOWLEDGEMENT

The general partners of the partnership are as follows:

<u>NAME</u>	<u>ADDRESS</u>
<u>David W. Reynolds</u>	<u>2671 United Lane, Ek Grove Village, IL 60007</u>
<u>Christopher Olson</u>	<u>2671 United Lane, Elk Grove Village, IL 60007</u>
<u>Domingo Moreno</u>	<u>2671 United Lane, Elk Grove Village, IL 60007</u>
<u>Brian Duncan</u>	<u>2671 United Lane, Elk Grove Village, IL 60007</u>
<u> </u>	<u> </u>

### 3. Individual

Bidder is an individual as follows:

Full name: \_\_\_\_\_  
Residence address: \_\_\_\_\_  
Business address: \_\_\_\_\_  
If operating under a trade or assumed  
name that name is: \_\_\_\_\_

### 4. Joint Venture

Bidder is a joint venture that is organized and existing under the laws of the State of \_\_\_\_\_ pursuant to that certain Joint Venture Agreement dated as of \_\_\_\_\_, that is qualified to do business in the State of Illinois, and that is operating under the legal name of \_\_\_\_\_.

The signatories to the aforesaid Joint Venture Agreement are as follows:

<u>NAME (and ENTITY TYPE)</u>	<u>ADDRESS</u>
_____( )	_____
_____( )	_____
_____( )	_____

[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

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**ACKNOWLEDGEMENT**

DATED: April 30, 20 21.

Bidder

By: [Signature]  
Title: President

Attest

By: [Signature]  
Title: Vice President

Subscribed and Sworn to before me on April 30, 20 21.

[Signature]  
Notary Public

My commission expires: 09/26, 2023



**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,  
FOR SIGNATURE REQUIREMENTS**

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## ACKNOWLEDGEMENT

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**CITY OF DES PLAINES  
CONTRACT FOR  
LEVY 50 FLOOD GATE  
ELECTRIC OPERATOR REPLACEMENT**

**BID PACKAGE**

**BIDDER'S SWORN WORK HISTORY STATEMENT**

David W. Reynolds ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

**IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS**

**JOINT VENTURES MUST SUBMIT SEPARATE  
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE  
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

**1. Nature of Business**

State the nature of Bidder's business: Mechanical Contracting

**2. Composition of Work**

During the past three years, Bidder's work has consisted of:

<u>5</u> % Federal	<u>70</u> % As Contractor	<u>35</u> % Bidder's Forces
<u>55</u> % Other Public	<u>30</u> % As Subcontractor	<u>35</u> % Subcontractors
<u>40</u> % Private		<u>30</u> % Materials

{00119448.2}

## WORK HISTORY STATEMENT

### 3. Years in Business

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 98 years

#### 4. Predecessor Organizations

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>

## 5. Business Licenses

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>

## 6. Related Experience

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	<u>Village of Algonquin</u>	<u>Fox River WRD</u>	<u>Village of Huntley</u>
Owner Address	<u>125 Wilbrandt Rd</u>	<u>1957 N LaFox St</u>	<u>11313 Dundee Road</u>
	<u>Algonquin, IL 60102</u>	<u>South Elgin, IL 60177</u>	<u>Huntley, IL 60142</u>
Reference	<u>Jason Meyer</u>	<u>James Kerrigan</u>	<u>Adrian Pino</u>
Telephone Number	<u>(847) 568-2754</u>	<u>(847) 742-2068</u>	<u>(847) 812-9789</u>
Type of Work	<u>MCC Replacements</u>	<u>Boiler Work</u>	<u>WWTF Upgrades</u>
	<u>&amp; HSP Motors</u>		

{00119448.2}

## WORK HISTORY STATEMENT

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor (If Bidder was) (Subcontractor)	_____	_____	_____
Amount of Contract	<u>\$2,100,000.00</u>	<u>\$1,537,156.00</u>	<u>\$2,940,000.00</u>
Date Completed	<u>February 2020</u>	<u>December 2020</u>	<u>March 2020</u>

DATED: April 30, 2021.

Bidder

By: \_\_\_\_\_

Title: President

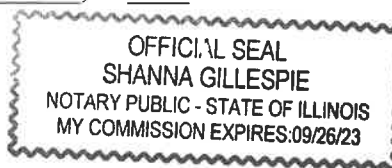
Attest

By: \_\_\_\_\_

Title: Vice President

Subscribed and Sworn to before me on April 30, 2021.

Shanna Gillespie  
Notary Public



My commission expires: 09/26, 2023

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,  
FOR SIGNATURE REQUIREMENTS**

{00119448.2}

## WORK HISTORY STATEMENT

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**CITY OF DES PLAINES  
CONTRACT FOR  
LEVY 50 FLOOD GATE  
ELECTRIC OPERATOR REPLACEMENT**

**ATTACHMENT A**

**SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS**

*[Check applicable boxes and insert required information.]*

**1. Project:**

Furnish and Replace electric operators on 7 existing flood control gates.

**2. Work Site:**

Levy 50 Flood Control Structure, 1925 Busse Highway, City of Des Plaines Illinois.

**3. Permits, Licenses, Approvals, and Authorizations:**

Contractor must obtain all required governmental permits, licenses, approvals, and authorizations, except:

City of Des Plaines Building Permit

**4. Commencement Date:**

14 days after the date of execution of the Contract by Owner.

**5. Completion Date:**

210 days after the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

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6. Insurance Coverage:

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

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

Such insurance must 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 \$2,000,000 for vehicles owned, non-owned, or rented.

All employees must be included as insureds.

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

- (1) General Aggregate: \$5,000,000. See Subsection F below regarding use of umbrella coverage.
- (2) Bodily Injury: \$2,000,000 per person; \$2,000,000 per occurrence
- (3) Property Damage: \$2,000,000 per occurrence and \$5,000,000 aggregate.

Coverage must include:

- Premises / Operations
- Products / Completed Operations (to be maintained for two years after Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- Bodily Injury and Property Damage

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

Railroad exclusions must be deleted if Work Site is within 50 feet of any railroad track.

All employees must be included as insured.

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H. Owner as Additional Insured. Owner must be named as an Additional Insured on the following policies:

The Additional Insured endorsement must identify Owner as follows:

The City of Des Plaines and its boards, commissions, committees, authorities, employees, agencies, officers, voluntary associations, and other units operating under the jurisdiction and within the appointment of its budget.

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

<u>Additional Insured</u>	<u>Policy or Policies</u>
Trotter and Associates, Inc.	All

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7. Contract Price:SCHEDULE OF PRICESA. LUMP SUM CONTRACT

For providing, performing, and completing all Work, the total Contract Price of (*write in numbers only*):

Item #	Description	Amount
1a	Electric Gate Operator – Rotork, 7 each	\$ 56,650. <sup>00</sup>
1b	Electric Gate Operator – Limitorque, 7 each <i>or</i>	\$ 56,650. <sup>00</sup>
2	Demolition Work (removal of existing operators)	\$ 10,000. <sup>00</sup>
3	Installation of 7 operators	\$ 12,000. <sup>00</sup>
4	Startup	\$ 2,000. <sup>00</sup>
5	Work not included in 1-4 above	\$ 3,050. <sup>00</sup>
	<b>Total Contract Price (circle 1a or 1b as included in price)</b>	\$ 83,700. <sup>00</sup>

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

**8. Progress Payments:**

A. General. Owner must pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments. The total amount of Progress Payments made prior to Final Acceptance by Owner may not exceed 90 percent of the Contract Price.

B. Value of Work. The Value of the Work will be determined as follows:

(1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor must, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner ("Breakdown Schedule"). The sum of the items listed in the Breakdown Schedule must equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule must be revised and resubmitted until acceptable to Owner. No payment may be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Work. If Contractor fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner will have the right either to suspend Progress and Final Payments for Lump Sum Work or to make such Payments based on Owner's determination of the value of the Work completed.

C. Application of Payments. All Progress and Final Payments made by Owner to Contractor will be applied to the payment or reimbursement of the costs with respect to which they were paid and will not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

**9. Per Diem Administrative Charge:**

\$ 500.00

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**10. Standard Specifications:**

The Contract includes the following Illinois Department of Transportation standard specifications, each of which are incorporated into the Contract by reference:

"Standard Specifications for Water and Sewer Main Construction in Illinois" (SSWS)

"Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD).

The Contract also includes Owner's City Code and Building Codes.

References to any of these manuals, codes, and specifications means the latest editions effective on the date of the bid opening.

See Attachment D for any special project requirements.

{00119451.2}



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: May 27, 2021

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

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

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

Subject: Bid Award – 2021 Des Plaines Parking Structures Maintenance Repairs

**Issue:** The approved 2021 budget includes funding for parking garage maintenance repairs at the Library Plaza and Metropolitan Square Parking Garages.

**Analysis:** Six bids for the 2021 Des Plaines Parking Structures Maintenance Repairs project were received and opened on May 13, 2021. The City owns and maintains the Library Plaza Parking Garage (1444 Prairie Avenue) and Metropolitan Square Parking Garage (648 Metropolitan Way). Based on site inspections conducted by Walker Restoration Consultants, the recommended repairs for each parking structure include:

- Library Plaza Parking Garage: column/wall/floor repair, drain pipe replacement, joint sealing, traffic topping, and minor painting.
- Metropolitan Square Parking Garage: floor repairs, pre-cast T-beam repairs, and sealant repairs.

The bid results are summarized below:

Contractor	Bid Amount
J. Gill and Company	\$95,215
JLJ Contracting, Inc.	\$97,630
Blinderman Construction Co., Inc.	\$108,389
Bulley & Andrews Concrete Restoration	\$139,632
National Restoration Systems, Inc.	\$151,810
Golf Acquisition Group, LLC	\$212,600

The low bid received is from J. Gill and Company. The contractor has performed similar work for the City in previous years with positive results.

**Recommendation:** We recommend award of the 2021 Des Plaines Parking Structures Maintenance Repairs contract to the low bidder, J. Gill and Company, 8150 W. 185<sup>th</sup> Street, Suite G, Tinley Park, IL 60487 in the amount of \$95,215. Source of funding will be budgeted funds from the City Owned Parking Fund, R&M Buildings & Structures (510-00-000-0000.6315) account.

**Attachments:**

Resolution R-99-21

Exhibit A – Contract



**CITY OF DES PLAINES**

**RESOLUTION R - 99 - 21**

**A RESOLUTION APPROVING AN AGREEMENT WITH J. GILL AND COMPANY FOR MAINTENANCE REPAIRS ON CITY-OWNED PARKING STRUCTURES.**

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

**WHEREAS**, the City has appropriated funds in the City Owned Parking Fund for use by the Department of Public Works and Engineering during the 2021 fiscal year for repairs to the City-owned parking garages located at the Des Plaines Public Library and Metropolitan Square (collectively, "**Work**"); and

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

**WHEREAS**, the City received six bids which were opened on May 13, 2021; and

**WHEREAS**, J. Gill & Company ("**Contractor**") submitted the lowest responsible bid in the not-to-exceed amount of \$95,215 to complete the Work; and

**WHEREAS**, the City desires to enter into an agreement with the Contractor for the performance of the Work in the not-to-exceed amount of \$95,215 ("**Agreement**"); and

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

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

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

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

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

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

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 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 Agreement with J Gill and Company for Parking Structure Repairs 2021

CITY OF DES PLAINES

CONTRACT FOR

City of Des Plaines Parking Structure – 2021 Maintenance Repairs

Full Name of Bidder J. Gill and Company ("Bidder")  
Principal Office Address 8150 W. 185th Street, Suite G, Tinley Park, IL 60487  
Local Office Address \_\_\_\_\_  
Contact Person Jim Bax Telephone Number 708-596-4455

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

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

1. Work Proposal

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

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for maintenance repairs to the Library and Metropolitan Parking Structures, located in downtown of Des Plaines, IL 60016 (the "Work Site");
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates and policies of insurance specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as

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

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

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

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

2. Contract Price Proposal

If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other

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**CITY OF DES PLAINES PARKING STRUCTURES**  
2021 Maintenance Repairs  
Project Number 31-009132.00

Construction Documents  
April 2021

J. Gill and Company

matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

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

Total Extended Price from Section 004310:

\$ 95,215.00

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

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

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

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

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this

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

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

**3. Contract Time**

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work within 10 days after Owner's acceptance of the Contract provided Bidder shall have furnished to Owner insurance certificates and policies of insurance specified in this Contract (the "Commencement Date"). If this Contract is accepted, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work not later than August 31, 2021 (the "Completion Date").

If the Work is not completed by Bidder in full compliance with and as required by or pursuant to this Contract and before the Completion Date, then Owner may invoke its remedies under this Contract or may, in Owner's sole and absolute discretion, permit Bidder to complete the Work but charge to Bidder, and deduct from any payments to Bidder under this Contract, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the following per diem administrative charge, as well as any additional damages caused by such delay:

Per Diem Administrative Charge:

\$ 100

**4. Financial Assurance**

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

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

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The minimum insurance coverage and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

2. Commercial Motor Vehicle Liability

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

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

3. Commercial General Liability

Limits shall not be less than:

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

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

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

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

4. Umbrella Liability

Limits shall not be less than:

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

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

C. Indemnification. If this Contract is accepted, Bidder proposes and agrees that Bidder shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or

any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract.

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

5. Firm Contract

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

6. Bidder's Representations and Warranties

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

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

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. and any other prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq.; and any statutes regarding safety or the performance of the Work.

C. Prevailing Wage Act. This Contract calls for the construction of a "public work," within the meaning of the Illinois

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

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

E. Qualified. Bidder has the requisite experience **minimum of 10 years**, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above. Bidder warrants and represents that it has met and will meet all required standards set forth in **Owner's Responsible Bidder Ordinance M-7-20, including, without limitation, The bidder actively participates, and has actively participated for at least 12 months before the date of the bid opening, in apprenticeship and training programs approved and registered with the United States department of labor bureau of apprenticeship and training for each of the trades of work contemplated under the awarded contract for all bidders and subcontractors. For the purposes of this subsection, a bidder or subcontractor is considered an active participant in an apprenticeship and training program if all eligible employees have either: (i) completed such a program, or (ii) were enrolled in such a program prior to the solicitation date and are currently participating in such program."**

**7. Acknowledgements**

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

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

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

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

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

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

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

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

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

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**CITY OF DES PLAINES PARKING STRUCTURES**  
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By submitting this Contract proposal in response to this Invitation to Bid, Bidder hereby represents, warrants, and certifies that:

- ☒ Bidder has carefully examined and read the ITB and all related documents in their entirety.
- ☒ The person signing the Contract proposal on behalf of Bidder is fully authorized to execute the Contract and bind Bidder to all of the terms and provisions of the Contract.
- ☒ Bidders has provided a list of client references with a minimum of **(4) four municipal** references.
- ☒ Bidder has fully completed the entire Contract form, including the Total Contract Price on page 2 of the contract and completed the entire bid pricing in Attachment A.
- ☒ Bidder has submitted a certified check or bid bond, in amount equal to at least 5 percent of the Total Contract Price.
- ☒ Bidder has checked the City's website for any addenda issued in connection with this ITB, hereby acknowledges receipt of Addenda Nos. None **[BIDDERS MUST INSERT ALL ADDENDA NUMBERS]**, has attached these addenda to Bidder's contract proposal, and acknowledges and agrees that, if Bidder's contract proposal is accepted, these addenda will be incorporated into the Contract and will be binding upon Bidder.
- ☒ Bidder meets all conditions of Ordinance M-7-20: RESPONSIBLE BIDDER FOR CERTAIN CONSTRUCTION CONTRACTS which is included in Attachment C. Include documents with bid submission.
- ☒ Bidder has submitted its Contract proposal in a sealed envelope that bears the full legal name of Bidder and the name of the Contract.

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Dated: May 13, 2021.

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

Bidder's Name: J. Gill and Company

Doing Business As (if different): N/A

Signature of Bidder or Authorized Agent:  Date: 5/13/21

(corporate seal) Printed Name: Jim Bax

(if corporation) Title/Position: Vice President

Bidder's Business Address: 8150 W. 185th Street, Suite G  
Tinley Park, IL 60487

Bidder's Business Telephone: 708-596-4455 Facsimile: 708-904-4175

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

NAME	TITLE	ADDRESS
Joseph James Gill	President	8150 W. 185th Street, Suite G, Tinley Park, IL
Jim Bax	Secretary	8150 W. 185th Street, Suite G, Tinley Park, IL

**ACCEPTANCE**

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

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

**CITY OF DES PLAINES**

Signature: \_\_\_\_\_

Printed name: Michael G. Bartholomew

Title: City Manager

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**CITY OF DES PLAINES PARKING STRUCTURES**

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**SECTION 000500 - CONTRACTOR'S QUALIFICATION STATEMENT FOR RESTORATION WORK**

This statement is required for consideration of the restoration contract for the City of Des Plaines Parking Structures – 2021 Maintenance Repairs.

SUBMITTED TO: WALKER Consultants  
2895 Greenspoint Parkway, Suite 600  
Hoffman Estates, IL 60169  
Attn: John Morgan

SUBMITTED BY: J. Gill and Company

ADDRESS: 8150 W. 185th Street, Suite G  
Tinley Park, IL 60487

PHONE: (708 ) 596-4455

CONTACT: Jim Bax

## COMPANY STRUCTURE:

☒ Corporation  
☐ Partnership  
☐ Individual  
☐ Joint Venture  
☐ Other (Explain) \_\_\_\_\_

## SPECIAL CERTIFICATIONS:

☐ MBE  
☐ WBE  
☐ Other (Explain): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SUBMITTAL DATE: May 13, 2021

## AREA(S) OF EXPERTISE: (Check all that apply)

☒ Structural Concrete Repair  
☒ Waterproofing/Joints & Sealants  
☒ Waterproofing/Traffic Toppings & Sealers  
☒ Waterproofing/Roofing  
☒ Waterproofing/Plaza Systems

☒ Concrete Flatwork  
☒ Brick/Masonry  
☐ Historic Buildings  
\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR'S QUALIFICATION QUESTIONNAIRE**

1. How many years has your organization been in business as a restoration contractor? 25  
Starting Year: 1996
2. How many years has your organization been in business as a restoration contractor?  
25 Starting Year: 1996
3. How many years has your organization been in business under its present business name?  
25 Starting Year: 1996
4. List states in which your organization is legally qualified to do business.  
Illinois, Indiana, Wisconsin
5. What percentage of the work do you normally perform with your own work forces?  
90%
6. List on **Table I** the last five painting projects your firm has completed.
7. List on **Table II** the painting projects your organization has in progress at this time.
8. Have you ever failed to complete any work awarded to you? If so, attach a separate sheet of explanation.  
No.
9. Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a painting contract? If so, attach a separate sheet of explanation.  
No.
10. List on **Table III** the painting experience of the principals and superintendents of your company.
11. What is your present bonding capacity? \$ 3 Million per Project,  
\$ \_\_\_\_\_ Aggregate
12. Who is your bonding agent?  
NAME: Liberty Mutual Surety c/o RWC Insurance Group  
ADDRESS: 2815 Forbes Avenue, Suite 102, Hoffman Estates, IL 60192  
PHONE: (847 ) 396-7145  
CONTACT: Carl Sgarito
13. Are you rated by any State Highway Departments? If so, please list which states on **Table IV** and your company's rating.  
No.
14. List on **Table V** the equipment you own that is available for painting work.
15. Are there any liens against the above? No. If so, total amount \$ \_\_\_\_\_

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16. Attach your company's most recent audited Balance Sheet, prepared in accordance with generally accepted accounting principles.

Date of Balance Sheet: \* Will provide upon awarding of contract \_\_\_\_\_

Name of firm Balance Sheet: \_\_\_\_\_

DATED AT \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

Name of Organization: \_\_\_\_\_

By: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

\_\_\_\_\_ being duly sworn, deposes and says that he/she is \_\_\_\_\_ of the above organization and that the answers to the questions in the foregoing questionnaire and all statements therein contained are true and correct.

SUBSCRIBING AND SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021.

NOTARY PUBLIC: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

<b>TABLE I - LAST FIVE RESTORATION JOBS COMPLETED</b>			
Name and Address of Contractor: J. Gill and Company 8150 W. 185th Street, Suite G Tinley Park, IL 60487			Date: 5/13/21
Name and Address of Owner	Type of Painting Work	Contract Amount	Date Completed
St. Elizabeth Hospital 1431 N. Claremont Avenue Chicago, IL	Concrete Repair	\$320,975.00	2020
West Suburban Bank 2800 Finley Road Downers Grove, IL	Parking Garage Repair	\$422,210.00	2020
Harrison Apartments 1926 W. Harrison Chicago, IL	Concrete Repair	\$509,115.00	2020
State, Kinzie, Wabash 401 N. State Street Chicago, IL	Garage Repair	\$1,076,000.00	2020
Village of Oak Park 123 Madison Street Oak Park, IL	Garage Repair	\$324,522.00	2020

<b>TABLE II - LIST OF RESTORATION PROJECTS IN PROGRESS</b>			
Name and Address of Contractor: J. Gill and Company 8150 W. 185th Street, Ste G, Tinley Park, IL 60487			Date: 5/13/21
Name and Address of Owner	Type of Work	Contract Amount	Expected Completion Date
Northwestern Mutual 720 E. Wisconsin Avenue Milwaukee, WI	Garage Repair	\$2,300,000.00	2021
US Chestnut Place 8 W. Chestnut Street Chicago, IL	Garage Repair	\$509,779.00	2021
One East Delaware 1 E. Delaware Chicago, IL	Parking Structure Repair	\$318,636.00	2021
Macy's Old Orchard 4905 Old Orchard Skokie, IL	Parking Structure Repair	\$326,182.00	2021
City of St. Charles 2 E. Main Street St. Charles, IL	Parking Structure Improvements	\$362,150.00	2021

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CONTRACTOR'S QUALIFICATION STATEMENT

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**TABLE IV - RATINGS BY THE STATE OF ILLINOIS DEPARTMENTS**

Name and address of Contractor: J. Gill and Company 8150 W. 185th Street, Ste G, Tinley Park, IL 60487			Date: 5/13/21
State	Rating	Contact & Phone No.	Highway Jobs for Ea. State
N/A			

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TABLE V - LIST OF EQUIPMENT			
Name and address of Contractor: J. Gill and Company 8150 W. 185th Street, Ste G, Tinley Park, IL 60487			Date: 5/13/21
Description of Equipment	Quantity	Years of Service	Current Book Value
Bobcat/Skid Loaders	3	23 - 24	45 K
Air Compressor	3	16	70 K
Shotcrete Machine (wet)	2	18	50 K
Dump Truck (contractor)	1	4	72 K
Small Dump Truck (contractor)	2	4	100 K
Small Tools	Many	15 - 19	200 K

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CONTRACTOR'S QUALIFICATION STATEMENT

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Name of Bidder J. Gill and Company

## **SECTION 004310 – PROCUREMENT FORM SUPPLEMENTS**

### **1.1 LIST OF UNIT PRICES**

State Unit Prices on the following forms.

#### **LIBRARY PARKING STRUCTURE**

<b>WORK ITEM</b>	<b>DESCRIPTION</b>	<b>UNITS</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>EXTENSION</b>
<b>PART I: GENERAL REQUIREMENTS / PRELIMINARY MATTERS</b>					
<b>1.0</b>	<b>General Requirements</b>				
1.1	General Requirements				
1.1.2	Concrete Formwork				
1.1.3	Concrete Shores and Reshores	L.S.	1	\$7,900.00	\$7,900.00
1.1.4	Concrete Reinforcement				
1.1.5	Temporary Signage				
<b>3.0</b>	<b>Concrete Floor Repair</b>				
3.8	Floor Repair – Metal Pan Infill	S.F.	20	\$375.00	\$7,500.00
<b>6.0</b>	<b>Concrete Column Repair</b>				
6.1	Column Repair	S.F.	35	\$85.00	\$2,975.00
<b>7.0</b>	<b>Concrete Wall Repair</b>				
7.1	Wall Repair	S.F.	50	\$85.00	\$4,250.00
<b>11.0</b>	<b>Cracks and Joint Repair</b>				
11.3	Vertical Joint Sealant	L.F.	600	\$16.00	\$9,600.00
<b>16.0</b>	<b>Traffic Topping</b>				
16.1	Traffic Topping - Vehicular	S.F.	300	\$9.75	\$2,925.00
16.4	Traffic Topping - Recoat	S.F.	120	\$9.00	\$1,080.00

Name of Bidder J. Gill and Company

WORK ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENSION
<b>25.0</b>	<b>Mechanical – Drainage</b>				
25.2	Supplementary Floor Drains	EA.	1	\$3,500.00	\$3,500.00
25.3	Pipe and Hangers	L.F.	20	\$95.00	\$1,900.00
25.4	Recork Drain	EA.	2	\$150.00	\$300.00
25.6	Replace Broken Pipe – 4"	L.F.	16	\$95.00	\$1,520.00
25.7	Replace Broken Pipe – 6"	L.F.	10	\$125.00	\$1,250.00
25.8	Replace Broken Pipe – 8"	L.F.	50	\$150.00	\$7,500.00
25.9	Floor Drain Replacement	EA.	1	\$7,500.00	\$7,500.00
<b>35.0</b>	<b>Brick / Masonry Repairs</b>				
35.1	Tuckpointing	L.F.	50	\$55.00	\$2,750.00
<b>45.0</b>	<b>Painting</b>				
45.4	Paint Doors and Frames	EA.	2	\$235.00	\$470.00
45.6	Paint Steel Beams	EA.	2	\$575.00	\$1,150.00
45.7	Paint Steel Connections	EA.	3	\$350.00	\$1,050.00
45.8	Paint Stringers/Handrails/Metal Pans	EA.	8	\$1,715.00	\$13,720.00
45.9	Paint Bollards	EA.	10	\$110.00	\$1,100.00
	<b>GRAND TOTAL</b>				<b>\$ 79,940.00</b>

Name of Bidder J. Gill and Company

**METROPOLITAN SQUARE PARKING STRUCTURE**

WORK ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENSION
<b>PART I: GENERAL REQUIREMENTS / PRELIMINARY MATTERS</b>					
<b>1.0</b>	<b>General Requirements</b>				
1.1	General Requirements				
1.1.2	Concrete Formwork				
1.1.3	Concrete Shores and Reshores	L.S.	1	\$1,850.00	\$1,850.00
1.1.4	Concrete Reinforcement				
1.1.5	Temporary Signage				
<b>3.0</b>	<b>Concrete Floor Repair</b>				
3.1	Floor Repair	S.F.	75	\$65.00	\$4,875.00
3.5	Floor Repair – Lifting Loops	EA.	30	\$75.00	\$2,250.00
<b>8.0</b>	<b>Precast Tee Beam Repair</b>				
8.4	Tee Flange Repair	S.F.	25	\$125.00	\$3,125.00
<b>11.0</b>	<b>Cracks and Joint Repair</b>				
11.1	Seal Random Floor Cracks	L.F.	125	\$8.00	\$1,000.00
11.3	Vertical Joint Sealant	L.F.	75	\$19.00	\$1,425.00
11.7	Cove Sealant	L.F.	30	\$25.00	\$750.00
	<b>GRAND TOTAL</b>				<b>\$ 15,275.00</b>

Description of Abbreviations:

L.F. = Lineal Feet  
EA. = Each

S.F. = Square Feet  
L.S. = Lump Sum

Name of Bidder J. Gill and Company

## **1.2 NON-COLLUSION AFFIDAVIT**


Bidder, by its officers and its agents or representatives present at the time of filing this Bid, being duly sworn on their oaths say, that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other Bidder, or with any officer of City of Des Plaines whereby such affiant or affiants or either of them has paid or is to pay such other Bidder or officer any sum of money, or has given or is to give to such other Bidder or officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other free competition into the letting of the contract sought for by the attached Bids that no inducement of any form or character other than that which appears on the face of the Bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the Bid or awarding of the Contract, nor has this Bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Contractor sought by this Bid.

Submitted By:

Type or print firm name:

J. Gill and Company

Authorized Signature



Date

May 13, 2021

**END OF SECTION 004310**

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PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: May 27, 2021

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

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

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

Subject: Bid Award – 2021 Contractual Asphalt Milling and Resurfacing Repairs

**Issue:** The 2021 City budget includes funding in the Street Maintenance Miscellaneous Contractual Services Fund account for asphalt street patching repairs. Five bids were received and opened on May 6, 2021.

**Analysis:** The Public Works and Engineering Department annually conducts an evaluation of local road conditions and determines the roads most suitable for asphalt patching repair maintenance. The bid scope requires vendors to provide unit price for 2” (2-inch) asphalt milling and resurfacing of approximately 16,000 square yards of deteriorated asphalt roadway. The bid summary is listed below:

Company	Total Bid	Additional Location Cost per Square Yard
Chicagoland Paving	\$137,654.43	\$20.00
J.A. Johnson Paving Co.	\$141,531.00	\$19.50
Schroeder Asphalt Services, Inc.	\$143,815.60	\$20.00
Maneval Construction Company	\$191,861.50	\$28.00
Builders Paving, LLC	\$281,100.00	\$40.00

Of the five bids received, Chicagoland Paving provided the lowest bid and they have successfully completed various similar patching projects for the following municipalities: Hawthorne Woods, Lake Villa, Highland Park, Geneva, Rolling Meadows, and Lindenhurst.

**Recommendation:** We recommend award of the 2021 Contractual Asphalt Milling and Resurfacing Repairs contract to Chicagoland Paving, 225 Telser Rd., Lake Zurich, IL 60047 in the

amount of \$137,654.43. Source of funding for this contract will be the Street Maintenance Fund account (100-50-530-0000.6195).

**Attachments:**

Resolution R-100-21

Exhibit A – Contract

**CITY OF DES PLAINES**

**RESOLUTION R - 100 - 21**

**A RESOLUTION APPROVING AN AGREEMENT WITH  
CHICAGOLAND PAVING CONTRACTORS, INC. FOR  
CONTRACTURAL ASPHALT MILLING AND  
RESURFACING REPAIRS.**

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

**WHEREAS**, the City has appropriated funds in the Street Maintenance Fund for use by the Public Works and Engineering Department during the 2021 fiscal year for asphalt milling and resurfacing repairs of approximately 16,000 square yards of deteriorated asphalt roadway ("**Work**"); and

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

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

**WHEREAS**, Chicagoland Paving Contractors, Inc. ("**Vendor**") submitted the lowest responsible bid for the Work in an amount not to exceed \$137,654.48 plus additional locations as needed for a cost of \$20.00 per square yard; and

**WHEREAS**, the City desires to enter into an agreement with Vendor for the Work at the price proposed ("**Agreement**"); and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to enter into the Agreement with Vendor for the Work in the not-to-exceed amount of \$137,654.48 plus additional locations as needed for a cost of \$20.00 per square yard;

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

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

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

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

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

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

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

ATTEST:

Approved as to form:

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

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

DP - Resolution Approving Agreement with Chicagoland Paving for Contractual Asphalt Milling and Resurfacing Repairs



# CITY OF DES PLAINES

## CONTRACT FOR

### 2021 Contractual Asphalt Milling and Resurfacing Repairs

Full Name of Bidder ChicagoLand Paving ("Bidder")  
Principal Office Address 225 Telser Rd Lake Zurich IL 60047  
Local Office Address \_\_\_\_\_  
Contact Person Bill Bowes Telephone Number 847 5509681

#### 1. Work Proposal

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

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the 2021 Contractual Asphalt Milling and Resurfacing Repairs located at various locations throughout the City as listed in Attachment B (the "Work Site");
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates and policies of insurance specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract is accepted, Bidder proposes and agrees that all Work shall be fully provided, performed, and completed in accordance with the specifications attached hereto in Attachment A and by this reference made a part of this Contract. No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of Owner or Bidder from those set forth in this Contract. Whenever any equipment, materials, or supplies are

specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

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

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

#### 2. Contract Price Proposal

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

A. Schedule of Prices. For providing, performing, and completing all Work, the total Base Bid Contract Price of:

\$ 137,654.43

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

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim

{00119453.2}

any additional compensation by reason of the payment of any such tax is hereby waived and released; and

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.
4. The approximate quantities set forth in the Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place in full compliance with this Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released; and
5. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.]

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

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

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

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

### 3. Contract Time

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work within 10 days after

Owner's acceptance of the Contract provided Bidder shall have furnished to Owner insurance certificates and policies of insurance specified in this Contract (the "Commencement Date"). If this Contract is accepted, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work within 45 days after the Commencement Date—weather permitting (the "Completion Date").

### 4. Financial Assurance

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

#### 1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

#### 2. Commercial Motor Vehicle Liability

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

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

#### 3. Commercial General Liability

Limits shall not be less than:

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

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

- Premises Operations
- Products/Completed Operations
- Independent Contractors

{00119453.2}

- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

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

#### 4. Umbrella Liability

Limits shall not be less than:

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

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

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

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

#### 5. Firm Contract

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

#### 6. Bidder's Representations and Warranties

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

A. The Work. The Work, and all of its components, (1) shall be of merchantable quality; (2) shall be free from any latent or patent defects and flaws in workmanship, materials, and design; (3) shall strictly conform to the requirements of this Contract, including without limitation the performance standards set forth in Section 1B of this Contract; and (4) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner. Bidder, promptly and without charge, shall correct any failure to fulfill the above warranty at any time within two years after final payment or such longer period as may be prescribed in the performance standards set forth in Section 1B of this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Bidder's

obligation to correct Work shall be extended for a period of two years from the date of such repair or replacement. The time period established in this Section 6A relates only to the specific obligation of Bidder to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Bidder has under this Contract.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. and any other prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq.; and any statutes regarding safety or the performance of the Work.

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

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

E. Qualified. Bidder has the requisite experience **minimum of 10 years**, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above. Bidder warrants and represents that it has met and will meet all required standards set forth in **Owner's Responsible Bidder Ordinance M-7-20, including, without limitation, The bidder actively participates, and has actively participated for at least 12 months before the date of the bid opening, in apprenticeship and training programs approved and**



registered with the United States department of labor bureau of apprenticeship and training for each of the trades of work contemplated under the awarded contract for all bidders and subcontractors. For the purposes of this subsection, a bidder or subcontractor is considered an active participant in an apprenticeship and training program if all eligible employees have either: (i) completed such a program, or (ii) were enrolled in such a program prior to the solicitation date and are currently participating in such program."

## **7. Acknowledgements**

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

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

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

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

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of

money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

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

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

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

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

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

- ☒ Bidder has carefully examined and read the ITB and all related documents in their entirety.
- ☒ The person signing the Contract proposal on behalf of Bidder is fully authorized to execute the Contract and bind Bidder to all of the terms and provisions of the Contract.
- ☒ Bidders has provided a list of client references with a minimum of **(4) four municipal** references.
- ☒ Bidder has fully completed the entire Contract form, including the Total Contract Price on page 2 of the contract and completed the entire bid pricing in Attachment A.
- ☒ Bidder has submitted a certified check or bid bond, in amount equal to at least 5 percent of the Total Contract Price.
- ☒ Bidder has checked the City's website for any addenda issued in connection with this ITB, hereby acknowledges receipt of Addenda Nos. #1, #2 **[BIDDERS MUST INSERT ALL ADDENDA NUMBERS]**, has attached these addenda to Bidder's contract proposal, and acknowledges and agrees that, if Bidder's contract proposal is accepted, these addenda will be incorporated into the Contract and will be binding upon Bidder.
- ☒ Bidder meets all conditions of Ordinance M-7-20: RESPONSIBLE BIDDER FOR CERTAIN CONSTRUCTION CONTRACTS which is included in Attachment C. Include documents with bid submission.
- ☒ Bidder has submitted its Contract proposal in a sealed envelope that bears the full legal name of Bidder and the name of the Contract.

Dated: 5/6, 2021

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

Bidder's Name: Chicago Land Paving Contractors

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

Signature of Bidder or Authorized Agent: [Signature] Date: 5/6/21

(corporate seal) Printed Name: William R. Bowes  
(if corporation)

Title/Position: V.P.

Bidder's Business Address: 225 Teller Rd  
Lake Zurich IL 60047

Bidder's Business Telephone: 847-550 9681 Facsimile: 847-550 9684

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

NAME	TITLE	ADDRESS
<u>Karin Meertz</u>	<u>Pres.</u>	<u>4050 Mason H.E. 60109</u>
<u>William R. Bowes</u>	<u>V.P.</u>	<u>20541 Plumwood,</u> <u>Kildeer IL 60047</u>

### ACCEPTANCE

The Contract attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the City of Des Plaines ("Owner") as of 5/6, 2021.

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

### CITY OF DES PLAINES

Signature: \_\_\_\_\_

Printed name: Michael G. Bartholomew

Title: City Manager

CHICAGOLAND PAVING CONTRACTORS, INC.  
225 TELSER ROAD  
LAKE ZURICH, IL 60047  
Tel: 847-550-9681 Fax: 847-550-9684  
Office@chicagolandpaving.com

*Certificate of Resolution*

*I, Kevin Meartz, President of CHICAGOLAND PAVING CONTRACTORS, Inc., an Illinois corporation (the Corporation) hereby certifies that the following resolutions were unanimously adopted by the Shareholders and Directors of the Corporation by consent of the Shareholders and Directors dated May 26, 1988:*

*RESOLVED, that CHICAGOLAND PAVING CONTRACTORS, INC., an Illinois Corporation (the Corporation) authorizes William R. Bowes, to have the authority to sign and enter into a contract on behalf of CHICAGOLAND PAVING CONTRACTORS, Inc.*

*FURTHER RESOLVED, that any one or more of the President and any Secretary or Assistant Secretary of the Corporation are authorized, empowered and directed to execute and deliver on behalf of the Corporation, such documents and agreements as they or any of them determine to be necessary or advisable to effectuate the foregoing resolutions.*

*Executed in Lake Zurich, IL on May 26, 1988.*

By:   
Kevin Meartz, President

## Patching References

### **Village of Hawthorn Woods**

2018 Pavement Patching  
Contract Amount: \$60,000.00  
Erika Frable  
847-438-5500

### **City of Rolling Meadows**

2020 Pavement Patching  
Contract Amount: 75,000.00  
Bill Suchecki  
847-963-0500

### **Village of Lake Villa**

2020 Pavement Patching  
Contract Amount: \$ 60,000.00  
Glenn McCollum  
847-356-6100

### **Village of Lindenhurst**

2020 Pavement Patching  
Contract Amount: \$ 96,849.00  
Charles Hernandez  
[chernandez@lindenhurstil.com](mailto:chernandez@lindenhurstil.com)  
847-356-8252

### **City of Highland Park**

2019 Pavement Patching  
Contract Amount: \$ 250,000.00  
Emmanuel Gomez, City Engineer  
847-926-1159  
[egomez@cityhpil.com](mailto:egomez@cityhpil.com)

### **Lake County Department of Transportation**

2020 Hot-Mix Asphalt Patching  
Contract Amount: \$ 350,000.00  
Randy DeRue  
[rderue@lakecountyil.gov](mailto:rderue@lakecountyil.gov)  
847-878-9159

### **Village of Geneva**

2020 Pavement Maintenance  
Contract Amount: \$ 118,000.00  
Elton Orozco, Public Works  
630-232-1279



**ADDENDUM NO. 1**

**CITY OF DES PLAINES  
REQUEST FOR CONTRACT PROPOSALS AND CONTRACT  
2021 Contractual Asphalt Milling and Resurfacing Repairs**

April 28, 2021

**TO ALL PROPOSERS:**

Attention of all Proposers is called to the following revision to the Request for Contract Proposals and Contract for the 2021 Contractual Asphalt Milling and Resurfacing Repairs by the City of Des Plaines, Illinois ("**Request**").

The information given in this Addendum shall be taken into account by each prospective bidder in the preparation of its Contract Proposal. Receipt of this Addendum shall be acknowledged on page 1 of the bidder's Contract Proposal and a copy of this Addendum shall be included in the bidder's Contract Proposal.

**I. Attachment A**

**SCHEDULE OF PRICING BASE BID**

Replace Attachment A with the attached.

**All other provisions of the Bid Package remain unchanged, including the date and time to submit Contract Proposals.**

**2021 Contractual Asphalt Milling and Resurfacing Repairs**

**Bid Opening 10:00 am May 6, 2021**

SIGN THIS ADDENDUM IN THE SPACE PROVIDED AND ATTACH TO THE FRONT OF YOUR BID PROPOSAL.

COMPANY NAME chicago and paving contractors  
SIGNATURE [Signature]  
DATE 5/6/21

## ATTACHMENT A

### Specifications

#### Bid for Asphalt Milling and Resurfacing

- Work will be consistent with that specified in Section 1030 of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, current edition.
- Pricing to include all mobilization, equipment, products, items, materials, merchandise, supplies, or other items necessary for the completion of 2" (2-inch) asphalt milling and resurfacing per estimated quantities which shall include: Prior notification to residents and businesses affected by grinding 5 days prior to commencing work, all traffic control devices, machines, water trucks, labor, and disposal of grindings. Preparation is to include mechanical sweeping of milled roadway and application of primer coat.

### SCHEDULE OF PRICING BASE BID

*see attached*

Item Number	Location	Estimated Quantity (SY) of Product	Extension
1	Junior Terrace	<del>57</del> <b><u>343</u></b>	\$ <i>6343.47</i>
2	Graceland	157	\$ <i>2898.40</i>
3	Tracy	727	\$ <i>13449.32</i>
4	Warrington	221	\$ <i>4074.07</i>
5	Harding	32	\$ <i>579.79</i>
6	Columbia	362	\$ <i>6696.82</i>

Item Number	Location	Estimated Area (Square Yards)	Extension
7	Harvey	169	\$ 3126.50
8	Cumberland Prky	2,596	\$ 48009.72
9	King	156	\$ 2873.61
10	1645 Webster	<del>169</del> <u>207</u>	\$ 3821.36
11	Graceland Alley	<del>98</del> <u>119</u>	\$ 2193.36
12	Westmere	46	\$ 848.97
13	Westmere	12	\$ 213.86
14	188 Columbia	29	\$ 534.47
15	345 Washington	247	\$ 4563.21
16	634 Douglas	52	\$ 962.00
17	Cedar	110	\$ 2035.00
18	Third	71	\$ 1303.14
19	Hoffman	25	\$ 462.50
20	<del>Van Buren</del> <u>To Be Determined-bid per estimated quantity</u>	113	\$ 2084.40
21	Seymour	82	\$ 1512.93
22	<del>Stone</del> <u>To Be Determined-bid per estimated quantity</u>	480	\$ 8880.00
23	Fremont	45	\$ 826.21

ADDENDUM NO 1

[Deletions are struck through; **additions are bold and double-underlined.**]

Item Number	Location	Estimated Area (Square Yards)	Extension
24	Pratt	20	\$ 361.86
25	Sunset <u>To Be Determined-bid per estimated quantity</u>	89	\$ 1642.43
26	Scott	366	\$ 6766.75
27	4003 Wicke <u>To Be Determined-bid per estimated quantity</u>	433	\$ 8000.33
28	Berry Lane	140	\$ 2590.00
Extended Total			\$ 137654.43

### **ALTERNATE PRICING**

Item Number	Location	Estimated Quantity (SY) of Product	Extension
1	PW-Site 1	1,688	\$ 31,223.93
2	PW-Site 2	6,667	\$ 123,333.40
3	PW-Site 3	551	\$ 10,195.54

**ADDENDUM NO. 2**

**CITY OF DES PLAINES  
REQUEST FOR CONTRACT PROPOSALS AND CONTRACT  
2021 Contractual Asphalt Milling and Resurfacing Repairs**

May 4, 2021

**TO ALL PROPOSERS:**

Attention of all Proposers is called to the following revision to the Request for Contract Proposals and Contract for the 2021 Contractual Asphalt Milling and Resurfacing Repairs by the City of Des Plaines, Illinois ("**Request**").

The information given in this Addendum shall be taken into account by each prospective bidder in the preparation of its Contract Proposal. Receipt of this Addendum shall be acknowledged on page 1 of the bidder's Contract Proposal and a copy of this Addendum shall be included in the bidder's Contract Proposal.

**I. Attachment A**

**SCHEDULE OF PRICING**

Include per unit pricing for additional locations as needed below:

**29. Additional locations as needed for a cost of \$ 20.<sup>00</sup> per square yard.**

**All other provisions of the Bid Package remain unchanged, including the date and time to submit Contract Proposals.**

**2021 Contractual Asphalt Milling and Resurfacing Repairs**

**Bid Opening 10:00 am May 6, 2021**

SIGN THIS ADDENDUM IN THE SPACE PROVIDED AND ATTACH TO THE FRONT OF YOUR BID PROPOSAL.

COMPANY NAME Chicago Land Paving Contractors  
SIGNATURE [Signature]  
DATE 5/6/21



COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: May 27, 2021

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

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

Subject: Professional Services Agreement with Kane, McKenna, and Associates, Inc.

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**Issue:** The current professional services agreement with Kane, McKenna, and Associates, Inc. (KMA) to provide Tax Increment Finance (TIF) Districts consulting services has expired.

**Analysis:** The City has historically utilized KMA to provide TIF related consulting services. These services include: preparing and submitting Annual Reports to the Illinois State Comptroller for each TIF District, tax increment revenue analysis, redevelopment financial analysis, and recommendations regarding public incentives and financing strategies.

The TIF Annual Reports enable the public and other taxing bodies to review the status of the TIF Districts pursuant to annual intergovernmental Joint Review Board (JRB) meetings. The City continuously evaluates the performance of the TIF Districts with an effort to readjust plans and goals as necessary. The analysis of the financial data from the City's audits and importing to the TIF Reports requires not only technical financial knowledge and experience but long-term institutional knowledge of TIF District activities. For these reasons, most Illinois municipalities, including Des Plaines, utilize a TIF consultant for reporting and participation in the JRB meetings.

Per the attached professional services agreement, KMA will assist the City's preparation of the Annual TIF Reports, assist the City in coordinating and attending JRB meetings, and provide general TIF related consulting services at a not-to-exceed amount of \$30,000 for each year. This is a budgeted item across several department budgets.

**Recommendation:** I recommend the City Council approve Resolution R-101-21 hereby waiving bidding requirements and approving a Professional Service Agreement Kane, McKenna, and Associates, Inc. for TIF and redevelopment related consulting services for fiscal years 2021 - 2023.

Attachments:  
Resolution R-101-21  
Exhibit A – Agreement

**CITY OF DES PLAINES**

**RESOLUTION R - 101 - 21**

**A RESOLUTION APPROVING AN AGREEMENT WITH KANE, MCKENNA AND ASSOCIATES, INC. FOR CONSULTING SERVICES RELATED TO THE CITY'S TIF DISTRICTS.**

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

**WHEREAS**, the City has appropriated funds for use during the 2021 fiscal year for the procurement of consulting services related to monitoring, evaluating, fiscal analysis and reporting on the performance of the City's tax increment financing districts ("*Services*"); and

**WHEREAS**, Kane, McKenna and Associates, Inc. ("*Consultant*") has performed the Services for the City in the past to the City's satisfaction; and

**WHEREAS**, pursuant to Chapter 10 of Title 1 of the City Code of the City of Des Plaines and Section 7.4(E) of the City's purchasing policy, the City has determined that the procurement of the Services is not adapted to award by competitive bidding because the Services require a high degree of professional skill; and

**WHEREAS**, the City desires to enter into a three-year agreement with Consultant to procure the Services in the not-to-exceed amount of \$30,000 per year, subject to the appropriation of sufficient funds by the City Council for the Services in future fiscal years ("*Agreement*"); and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to waive competitive bidding and enter into the Agreement with Consultant;

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

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

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

**SECTION 3: APPROVAL OF AGREEMENT.** The City Council hereby approves the Agreement in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

**SECTION 4: AUTHORIZATION TO EXECUTE AGREEMENT.** The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, the final Agreement only after receipt by the City Clerk of at least two executed copies of the final Agreement from Consultant; provided, however, that if the City Clerk does not receive such executed copies of the final Agreement from Consultant within 30 days after the date of adoption of this Resolution, then this authority to execute and seal the final Agreement shall, at the option of the City Council, be null and void.

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

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

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

ATTEST:

Approved as to form:

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

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



## EXHIBIT A

### CITY OF DES PLAINES PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** ("**Agreement**") is dated as of the \_\_\_\_ day of \_\_\_\_\_, 2021, and is by and between the **CITY OF DES PLAINES**, an Illinois home rule municipal corporation ("**City**"), and the Consultant identified in Section 1.A of this Agreement.

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

#### **SECTION 1. CONSULTANT.**

**A. Engagement of Consultant.** The City desires to engage the Consultant identified below to perform and to provide all necessary professional consulting services to perform the work in connection with the project identified below:

<b>Consultant Name</b> (" <b>Consultant</b> ):	Kane McKenna and Associates, Inc.
<b>Address:</b>	150 North Wacker Drive, Suite 1600 Chicago, Illinois 60606
<b>Telephone No.:</b>	(312) 444-1703
<b>Email:</b>	mckennap@kanemckenna.com
<b>Project Name/Description:</b>	TIF consulting services for 2021-2023
<b>Agreement Amount:</b>	Consultant shall be paid at the hourly rates set forth in the Proposal (defined in Section 1.B of this Agreement), but in no circumstances shall the total aggregate amount for all Services (defined in Section 1.C of this Agreement) exceed \$30,000 per year.

**B. Project Description.** Consultant shall, at the City's direction, perform consulting services relating to project revenue analysis, redevelopment plan and project analysis, preparation of annual tax increment allocation financing ("**TIF**") reports, and the performance of TIF related project revenue analysis, all as more fully described in the proposal attached to this Agreement as **Exhibit A** ("**Proposal**").

**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 consulting services that are set forth in the Proposal ("**Services**") in a

manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

## **SECTION 2. SCOPE OF SERVICES.**

**A. Retention of the Consultant.** The City retains the Consultant to perform, and the Consultant agrees to perform, the Services.

**B. Services.** The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

**C. Commencement; Time of Performance.** 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 ("***Commencement Date***"). The Consultant shall diligently and continuously prosecute the Services until midnight on December 31, 2023, or upon the termination of this Agreement by the City ("***Time of Performance***").

**D. Renewal.** The City may, at its sole discretion, renew this Agreement for an additional one-year term by providing written notice to the Consultant not less than 30 days before the last day of the Time of Performance.

**E. 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.

## **SECTION 3. COMPENSATION AND METHOD OF PAYMENT.**

**A. Agreement Amount.** The total amount paid by the City for the Services pursuant to this Agreement shall not exceed the amount identified as the Agreement Amount in Section 1.A of this Agreement. No claim for additional compensation shall be valid unless made in accordance with Sections 3.D or 3.E of this Agreement.

**B. Invoices and Payment.** The Consultant shall submit invoices in an approved format to the City for costs incurred by the Consultant in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Proposal. The City shall pay to the Consultant the amount billed within 60 days after receiving such an invoice.

**C. Records.** The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the City to inspect and audit all data and records of the Consultant for work done pursuant to this Agreement. The records shall be made available to the City at reasonable times during the term of this Agreement, and for one year after the termination of this Agreement.

**D. Claim In Addition To Agreement Amount.**

1. The Consultant shall provide written notice to the City of any claim for additional compensation as a result of action taken by the City, within 15 days after the occurrence of such action.

2. The Consultant acknowledges and agrees that: (a) the provision of written notice pursuant to Section 3.D.1 of this Agreement shall not be deemed or interpreted as entitling the Consultant to any additional compensation; and (b) any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Section 8.A of this Agreement.

3. 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. Additional Services.** The Consultant acknowledges and agrees that the City shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement ("***Additional Services***"), regardless of whether such Additional Services are requested or directed by the City, except upon the prior written consent of the City.

**F. Taxes, Benefits, and Royalties.** Each payment by the City to the Consultant includes all applicable federal, state, and City 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 claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty, or fee are hereby waived and released by the Consultant.

**G. Final Acceptance.** The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the City of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

**SECTION 4. PERSONNEL; SUBCONTRACTORS.**

**A. Key Project Personnel.** The Key Project Personnel identified in the Proposal shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed 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, reassignment, 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 in advance 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 this 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 and consistent with commonly accepted professional practices, 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: (1) to have been rightfully in the possession of the Consultant from a source other than the City prior to the time of disclosure of such information to the Consultant pursuant to this Agreement ("*Time of Disclosure*"); (2) to have been in the public domain prior to the Time of Disclosure; (3) 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 (4) 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.

**SECTION 6. 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, 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 the 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 7. STANDARD OF SERVICES AND INDEMNIFICATION.**

**A. Representation and Certification of Services.** The Consultant represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance. 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, and does hereby agree to, indemnify, save harmless, and defend the City against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Consultant's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in Section 6.A of this Agreement.

**C. Insurance.** The Consultant shall provide, at its sole cost and expense, liability insurance in the aggregate amount of \$1,000,000, which insurance shall include, without limitation, protection for all activities associated with the Services. The insurance shall be for a minimum of \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage. The Consultant shall cause the City to be named as an additional insured on the insurance policy described in this Section 6.C. Not later than 10 days after the Commencement Date, the Consultant shall provide the City with either: (a) a copy of the entire insurance policy; or (b) a Certificate of Insurance along with a letter from the broker issuing the insurance policy to the effect that the Certificate accurately reflects the contents of the insurance policy. The insurance coverages and limits set forth in this Section 6.C shall be deemed to be minimum coverages and limits, and shall not be construed in any way as a limitation on the Consultant's duty to carry adequate insurance or on the Consultant's liability for losses or damages under 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 8. 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: (1) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the City and Consultant; or (2) 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 has a personal financial interest 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 Consultant

nor any person employed or associated with Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Consultant nor any person employed by or associated with 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: (1) 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 (2) 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. Termination.**

1. By City. Notwithstanding any other provision hereof, the City may terminate this Agreement at any time upon 15 days 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, if any, prior to termination, not exceeding the value of the Services completed, which shall be determined on the basis of the rates set forth in the Proposal.

2. By Consultant. In the event that the City violates any material provision of this Agreement, Consultant shall have the option and the right to terminate this Agreement by providing the City with 15 days advance written notice that the Consultant is exercising its termination rights under this Section 7.D.2 ("***Termination Notice***"); provided, however, that prior to serving a Termination Notice, the Consultant shall provide the City with 15 days written notice and an opportunity to cure the violation.

**E. Compliance With Laws and Grants.**

1. Compliance with Laws. The 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: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; 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.* The Consultant shall also comply with all conditions of any federal, state, or local grant received by the City or the Consultant with respect to this Agreement or the Services. Further, the Consultant shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

2. Liability for Noncompliance. The 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 the Consultant's, or any of its subcontractors, performance of, or failure to perform, the Services or any part thereof.

3. Required Provisions. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

**F. 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 after the effective date of termination.

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.

**G. 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.

**H. 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. For purposes of this Section 7.H, "vendors" shall mean entities

engaged in subcontracts for the provision of additional services directly to the City. The City shall not be liable to any vendor or third party for any agreements made by the Consultant without the knowledge and approval of the City Council.

**I. 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 and completion of the Services and with any other consultants engaged by the City.

**J. News Releases.** The Consultant shall not issue any news releases, advertisements, or other public statements regarding the Services without the prior written consent of the City Manager.

**K. 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 from the City 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.

**L. GIS Data.** The City has developed digital map information through Geographic Information Systems Technology ("***GIS Data***") concerning the real property located within the City. If requested to do so by the Consultant, the City agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

1. Limited Access to GIS Data. The GIS Data provided by the City shall be limited to the scope of the Services that the Consultant is to provide for the City;

2. Purpose of GIS Data. The Consultant shall limit its use of the GIS Data to its intended purpose of furtherance of the Services; and

3. Agreement with Respect to GIS Data. The Consultant does hereby acknowledge and agree that:

a. Trade Secrets of the City. The GIS Data constitutes proprietary materials and trade secrets of the City, and shall remain the property of the City;

b. Consent of City Required. The Consultant will not provide or make available the GIS Data in any form to anyone without the prior written consent of the City Manager;

c. Supply to City. At the request of the City, the Consultant shall supply the City with any and all information that may have been developed by the Consultant based on the GIS Data;



d. No Guarantee of Accuracy. The City makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant's intended use thereof; and

e. Discontinuation of Use. At such time as the Services have been completed to the satisfaction of the City, the Consultant shall cease its use of the GIS Data for any purpose whatsoever, and remove the GIS Data from all of the Consultant's databases, files, and records; and, upon request, an authorized representative of the City shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify compliance by the Consultant with this Section 7.L.3.e.

## **SECTION 9. GENERAL PROVISIONS.**

A. Amendment. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the City and the Consultant in accordance with all applicable statutory procedures.

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 City, the Consultant, and their agents, successors, and assigns.

D. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. 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) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8.D, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other 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, IL 60016  
Attention: Mike Bartholomew, City Manager

With a copy to:

Holland & Knight LLP  
131 S. Dearborn, 30<sup>th</sup> Floor  
Chicago, Illinois 60603  
Attention: Peter M. Friedman, General Counsel

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

Kane McKenna and Associates  
150 N. Wacker Dr., Suite 1600  
Chicago, Illinois 60606  
Attention: Phil McKenna, President

With a copy to:

Kane McKenna and Associates  
150 N. Wacker Dr., Suite 1600  
Chicago, Illinois 60606  
Attention: Iryna Dziuk  
idziuk@kanemckenna.com

**E. Third Party Beneficiary.** 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.

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

**H. Calendar Days and Time.** Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

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

**J. Authority to Execute.**

1. **The City.** The City hereby warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. **The Consultant.** The Consultant hereby warrants and represents to the City that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set

forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

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

**L. Waiver.** Neither the City nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the City or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the City's or the Consultant's right to enforce such rights or any other rights.

**M. 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.

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

**O. Interpretation.** This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

**P. 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.

**Q. Exhibits.** Exhibit A attached to this Agreement is, 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 text of this Agreement shall control.

**R. 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 rights, remedies, and benefits allowed by law.

**S. 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.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the Parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

**CITY OF DES PLAINES**

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Michael Bartholomew, City Manager

ATTEST:

**CONSULTANT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Its: \_\_\_\_\_

## EXHIBIT A

May 26, 2021

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

**RE: Letter of Agreement – Potential City of Des Plaines Redevelopment Project  
Area Designation Review/Implementation and Related TIF Services – 2021  
Scope of Services**

Dear Mr. McMahon:

Kane, McKenna and Associates, Inc. (“KMA”) is prepared to assist the City of Des Plaines (the “City”) regarding professional services associated with annual TIF reports, tax increment revenue analysis, the review and analysis of proposed redevelopment project for property identified by the City (the “Project”).

**TASK 1 – ANNUAL TAX INCREMENT FINANCE (TIF) REPORTS**

- 1) Work with you, the City Attorney and auditor to comply with reporting requirements on yearly TIF activity, as specified in State law.
- 2) Assist the City to prepare the necessary report components including certifications, as specified in State law.
- 3) Assist the City in preparation and delivery of the current fiscal year TIF Report to all affected taxing districts and the City Council.
- 4) Review summary data and redevelopment activities including follow-up with developer and/or business entity projects undertaken within the TIF District.
- 5) Assist you, the City Attorney and staff to prepare taxing district notices for all Joint Review Board meetings. In addition, Kane, McKenna and Associates, Inc. will assist City staff to coordinate such meetings.

Estimated costs for Task 1 are \$6,000 to \$8,000.

## **EXHIBIT A**

Mr. Michael McMahon  
Page Two  
May 26, 2021

### **TASK 2 – PROJECT REVENUE ANALYSIS (NON TIF)**

KMA will assist the City in the implementation of an economic development program to review data within projects identified by the City. Services that will be provided include:

- (1) Project anticipated incremental revenues to be generated from potential development projects and judge whether such revenues are reasonable, feasible and are based on acceptable assumptions given each development project's characteristics and potential.
- (2) Provide the City with recommendations regarding proposed revenue/cost projections and the potential funding advantages and disadvantages of various public financing strategies.

Estimated costs for Task 2 are \$6,000 to \$8,000.

### **TASK 3 – PRELIMINARY REDEVELOPMENT PROJECT AREA/TIF AND RELATED FISCAL IMPACT REVIEW**

- (1) Assist the City in investigating the funding of certain redevelopment costs related to redevelopment of the Project.
- (2) Prepare preliminary estimates of tax increment revenues and supportable public assistance.
- (3) Review the characteristics of the Project site in order to assess the potential qualification factors (strengths and weaknesses) of any identified area under Illinois law.
- (4) Prepare a preliminary analysis which assesses the pros and cons of pursuing TIF or other forms of economic incentives.

At a minimum, the Report will include the following:

- a. Review area for land use and conditions and summarize results.
- b. Establish preliminary project boundaries.
- c. Determine area qualifications pursuant to State statute.
- d. Prepare survey analysis and identify necessary documentation to support findings.

Estimated costs for Task 3 are \$6,000.

## **EXHIBIT A**

Mr. Michael McMahon  
Page Three  
May 26, 2021

### **TASK 4 – REDEVELOPMENT PLAN AND PROJECT**

Under City direction complete the redevelopment plan and project required by State statute. Among other elements the redevelopment plan prepared for the City will include:

- (1) A statement of redevelopment goals and objectives.
- (2) Examination and presentation of qualification factors as required under State law.
- (3) A statement of eligible redevelopment activities the City may allow under the plan.
- (4) Presentation of estimated costs for the redevelopment projects contemplated for implementation under the plan.
- (5) Assist with proper notification and participating in required hearings and Joint Review Board meetings.
- (6) Assist the City with procedures and participation in all meetings with parties as required in the TIF law.
- (7) Work with the City's counsel to meet all the requirements of Illinois law so to insure proper redevelopment project area designation.
- (8) Assist City's counsel in preparation of appropriate ordinances for adoption of the redevelopment plan.
- (9) Assist the City to establish and maintain complete documentation files to assure proper support of eligibility findings in order to support legal standing for the redevelopment.

Estimated costs for Task 4 will be estimated at the time of Project commencement.

## EXHIBIT A

Mr. Michael McMahon  
Page Four  
May 26, 2021

### **COMPENSATION FOR SERVICES**

The City shall be billed monthly for services at the following rates per hour:

<u>Personnel</u>	<u>Hourly Rates</u>
Chairman/President	\$225.00/Hour
Executive Vice President	\$200.00/Hour
Officers	\$175.00/Hour
Associates	\$125.00/Hour
Research	\$ 70.00/Hour
Administrative	\$ 30.00/Hour

Either party may cancel this contract upon three (3) days' written notice.

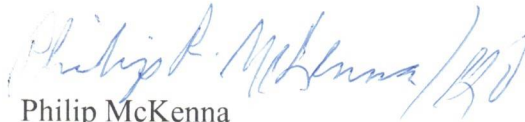


**EXHIBIT A**

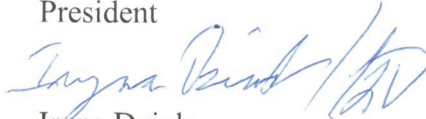
Mr. Michael McMahon  
Page Five  
May 26, 2021

Please indicate City's acceptance of this Agreement by executing the original and copy, and by returning the original to us. We look forward to working with you on this project.

Sincerely,

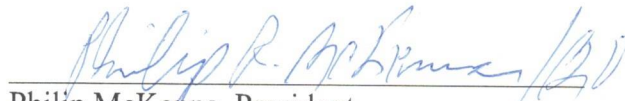


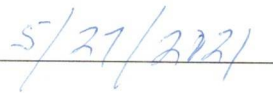
Philip McKenna  
President



Iryna Dziuk  
Vice President

AGREED TO:

  
Philip McKenna, President  
Kane, McKenna and Associates, Inc.

  
Date

\_\_\_\_\_  
City of Des Plaines

\_\_\_\_\_  
Date



FINANCE DEPARTMENT

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

MEMORANDUM

Date: May 24, 2021  
To: Michael G. Bartholomew, City Manager  
From: Dorothy Wisniewski, Assistant City Manager / Director of Finance  
Subject: Coronavirus State and Local Fiscal Recovery Funds

**Issue:** For the City Council to consider the attached Resolution authorizing the submission of a request for Coronavirus State and Local Fiscal Recovery Funds to the United States Department of the Treasury.

**Analysis:** The United States Department of the Treasury (“US Treasury”) launched the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021, to provide emergency funding for eligible state, local, territorial, and tribal governments in response to the COVID-19 pandemic. Except for non-entitlement units of local government, which generally have populations of 50,000 or less, the US Treasury will distribute the funds directly to each state, territorial, metropolitan city, county, and tribal government. The City is a metropolitan city and will therefore receive funding directly from the US Treasury. Funds to metropolitan cities will be distributed by the US Treasury pursuant to the formula used to administer the Community Development Block Grant. The City has been notified it will receive funding of \$7,787,945.00 in two tranches, the first in 2021 and the second approximately 12 months later.

In order to receive the Coronavirus State and Local Fiscal Recovery Funds, the City must submit a request for funding to the US Treasury along with the attached Acceptance of Award documents executed by an authorized representative.

**Recommendation:** I recommend that the City Council approve the attached Resolution designating the City’s Finance Director as the City’s authorized representative and authorizing submission of a request for Coronavirus State and Local Fiscal Recovery Funds to the US Treasury.

**Attachment:**

Resolution R-103-21  
Exhibit A – Acceptance of Award Documents  
Exhibit B – Coronavirus State and Local Fiscal Recovery Funds US Treasury Fact Sheet

**CITY OF DES PLAINES**

**RESOLUTION R - 103 - 21**

**A RESOLUTION APPROVING AND AUTHORIZING THE REQUEST FOR CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS PURSUANT TO THE AMERICAN RESCUE PLAN ACT OF 2021.**

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

**WHEREAS**, the City of Des Plaines ("**City**") is an Illinois home-rule municipal corporation pursuant to Article VII, Section 6 of the Illinois Constitution; and

**WHEREAS**, pursuant to the American Rescue Plan Act of 2021, the United States Department of the Treasury ("**US Treasury**") is administering Coronavirus State and Local Fiscal Recovery Funds ("**Local Recovery Funds**"), which will provide \$350 billion in emergency funding for eligible state, local, territorial, and tribal governments; and

**WHEREAS**, the City has been notified it will receive \$7,787,945.00 in Local Recovery Funds directly from the US Treasury in two tranches, the first in 2021 and the second approximately 12 months later; and

**WHEREAS**, in order to receive the Local Recovery Funds, the City must submit a request for funding to the US Treasury; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to: (i) submit the request for the Local Recovery Funds to the US Treasury, (ii) designate the City's Finance Director as the City's authorized representative regarding the Local Recovery Funds, and (iii) authorize the execution of documents necessary to request and receive the Local Recovery Funds;

**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: DESIGNATION OF AUTHORIZED REPRESENTATIVE.** The City Council hereby designates the City's Finance Director as the City's authorized representative for the purpose of requesting and receiving the Local Recovery Funds.

**SECTION 3: AUTHORIZATION.** The City Council hereby authorizes the submission of a request for Local Recovery Funds to the US Treasury and approves the US Treasury forms attached to this Resolution as **Exhibit A.**

**SECTION 4: EXECUTION.** The Mayor, City Clerk, City Manager, and Finance Director, as applicable, are authorized and directed to execute and seal, on behalf of the City, all documents necessary to request and receive the Local Recovery Funds

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

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

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

ATTEST:

Approved as to form:

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

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

OMB Approved No. [REDACTED]  
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND

Recipient name and address: City of Des Plaines 1420 Miner Street Des Plaines, Illinois 60016-4484	DUNS Number: [REDACTED] Taxpayer Identification Number: [REDACTED] Assistance Listing Number and Title: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

\_\_\_\_\_  
Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

\_\_\_\_\_  
Authorized Representative:

Title:

Date signed:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
  - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.



**ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**  
**ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient’s successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient’s sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal

financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

City of Des Plaines

Recipient

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Date

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Signature of Authorized Official

#### PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

# FACT SHEET: The Coronavirus State and Local Fiscal Recovery Funds Will Deliver \$350 Billion for State, Local, Territorial, and Tribal Governments to Respond to the COVID-19 Emergency and Bring Back Jobs

**May 10, 2021**

*Aid to state, local, territorial, and Tribal governments will help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery*

Today, the U.S. Department of the Treasury announced the launch of the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021, to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments. Treasury also released details on how these funds can be used to respond to acute pandemic response needs, fill revenue shortfalls among these governments, and support the communities and populations hardest-hit by the COVID-19 crisis. With the launch of the Coronavirus State and Local Fiscal Recovery Funds, eligible jurisdictions will be able to access this funding in the coming days to address these needs.

State, local, territorial, and Tribal governments have been on the frontlines of responding to the immense public health and economic needs created by this crisis – from standing up vaccination sites to supporting small businesses – even as these governments confronted revenue shortfalls during the downturn. As a result, these governments have endured unprecedented strains, forcing many to make untenable choices between laying off educators, firefighters, and other frontline workers or failing to provide other services that communities rely on. Faced with these challenges, state and local governments have cut over 1 million jobs since the beginning of the crisis. The experience of prior economic downturns has shown that budget pressures like these often result in prolonged fiscal austerity that can slow an economic recovery.

To support the immediate pandemic response, bring back jobs, and lay the groundwork for a strong and equitable recovery, the American Rescue Plan Act of 2021 established the Coronavirus State and Local Fiscal Recovery Funds, designed to deliver \$350 billion to state, local, territorial, and Tribal governments to bolster their response to the COVID-19 emergency and its economic impacts. Today, Treasury is launching this much-needed relief to:

- Support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control;
- Replace lost public sector revenue to strengthen support for vital public services and help retain jobs;
- Support immediate economic stabilization for households and businesses; and,
- Address systemic public health and economic challenges that have contributed to the unequal impact of the pandemic on certain populations.

The Coronavirus State and Local Fiscal Recovery Funds provide substantial flexibility for each jurisdiction to meet local needs—including support for households, small businesses, impacted industries, essential workers, and the communities hardest-hit by the crisis. These funds also deliver resources that recipients can invest in building, maintaining, or upgrading their water, sewer, and broadband infrastructure.

Starting today, eligible state, territorial, metropolitan city, county, and Tribal governments may request Coronavirus State and Local Fiscal Recovery Funds through the Treasury Submission Portal. Concurrent with this program launch, Treasury has published an Interim Final Rule that implements the provisions of this program.

## **FUNDING AMOUNTS**

The American Rescue Plan provides a total of \$350 billion in Coronavirus State and Local Fiscal Recovery Funds to help eligible state, local, territorial, and Tribal governments meet their present needs and build the foundation for a strong recovery. Congress has allocated this funding to tens of thousands of jurisdictions. These allocations include:

<b>Type</b>	<b>Amount (\$ billions)</b>
States & District of Columbia	\$195.3
Counties	\$65.1
Metropolitan Cites	\$45.6
Tribal Governments	\$20.0
Territories	\$4.5
Non-Entitlement Units of Local Government	\$19.5

Treasury expects to distribute these funds directly to each state, territorial, metropolitan city, county, and Tribal government. Local governments that are classified as non-entitlement units will receive this funding through their applicable state government. Treasury expects to provide further guidance on distributions to non-entitlement units next week.

Local governments should expect to receive funds in two tranches, with 50% provided beginning in May 2021 and the balance delivered 12 months later. States that have experienced a net increase in the unemployment rate of more than 2 percentage points from February 2020 to the latest available data as of the date of certification will receive their full allocation of funds in a single payment; other states will receive funds in two equal tranches. Governments of U.S. territories will receive a single payment. Tribal governments will receive two payments, with the first payment available in May and the second payment, based on employment data, to be delivered in June 2021.

## **USES OF FUNDING**

Coronavirus State and Local Fiscal Recovery Funds provide eligible state, local, territorial, and Tribal governments with a substantial infusion of resources to meet pandemic response needs and rebuild a stronger, more equitable economy as the country recovers. Within the categories of eligible uses, recipients have broad flexibility to decide how best to use this funding to meet the needs of their communities. Recipients may use Coronavirus State and Local Fiscal Recovery Funds to:

- **Support public health expenditures**, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
- **Address negative economic impacts caused by the public health emergency**, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
- **Replace lost public sector revenue**, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
- **Provide premium pay for essential workers**, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
- **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Within these overall categories, Treasury’s Interim Final Rule provides guidelines and principles for determining the types of programs and services that this funding can support, together with examples of allowable uses that recipients may consider. As described below, Treasury has also designed these provisions to take into consideration the disproportionate impacts of the COVID-19 public health emergency on those hardest-hit by the pandemic.

## 1. Supporting the public health response

Mitigating the impact of COVID-19 continues to require an unprecedented public health response from state, local, territorial, and Tribal governments. Coronavirus State and Local Fiscal Recovery Funds provide resources to meet these needs through the provision of care for those impacted by the virus and through services that address disparities in public health that have been exacerbated by the pandemic. Recipients may use this funding to address a broad range of public health needs across COVID-19 mitigation, medical expenses, behavioral healthcare, and public health resources. Among other services, these funds can help support:

- **Services and programs to contain and mitigate the spread of COVID-19, including:**
  - ✓ Vaccination programs
  - ✓ Medical expenses
  - ✓ Testing
  - ✓ Contact tracing
  - ✓ Isolation or quarantine
  - ✓ PPE purchases
  - ✓ Support for vulnerable populations to access medical or public health services
  - ✓ Public health surveillance (e.g., monitoring for variants)
  - ✓ Enforcement of public health orders
  - ✓ Public communication efforts
  - ✓ Enhancement of healthcare capacity, including alternative care facilities
  - ✓ Support for prevention, mitigation, or other services in congregate living facilities and schools
  - ✓ Enhancement of public health data systems
  - ✓ Capital investments in public facilities to meet pandemic operational needs
  - ✓ Ventilation improvements in key settings like healthcare facilities

- **Services to address behavioral healthcare needs exacerbated by the pandemic, including:**
  - ✓ Mental health treatment
  - ✓ Substance misuse treatment
  - ✓ Other behavioral health services
  - ✓ Hotlines or warmlines
  - ✓ Crisis intervention
  - ✓ Services or outreach to promote access to health and social services
- **Payroll and covered benefits expenses** for public health, healthcare, human services, public safety and similar employees, to the extent that they work on the COVID-19 response. For public health and safety workers, recipients can use these funds to cover the full payroll and covered benefits costs for employees or operating units or divisions primarily dedicated to the COVID-19 response.

## 2. **Addressing the negative economic impacts caused by the public health emergency**

The COVID-19 public health emergency resulted in significant economic hardship for many Americans. As businesses closed, consumers stayed home, schools shifted to remote education, and travel declined precipitously, over 20 million jobs were lost between February and April 2020. Although many have since returned to work, as of April 2021, the economy remains more than 8 million jobs below its pre-pandemic peak, and more than 3 million workers have dropped out of the labor market altogether since February 2020.

To help alleviate the economic hardships caused by the pandemic, Coronavirus State and Local Fiscal Recovery Funds enable eligible state, local, territorial, and Tribal governments to provide a wide range of assistance to individuals and households, small businesses, and impacted industries, in addition to enabling governments to rehire public sector staff and rebuild capacity. Among these uses include:

- **Delivering assistance to workers and families**, including aid to unemployed workers and job training, as well as aid to households facing food, housing, or other financial insecurity. In addition, these funds can support survivor's benefits for family members of COVID-19 victims.
- **Supporting small businesses**, helping them to address financial challenges caused by the pandemic and to make investments in COVID-19 prevention and mitigation tactics, as well as to provide technical assistance. To achieve these goals, recipients may employ this funding to execute a broad array of loan, grant, in-kind assistance, and counseling programs to enable small businesses to rebound from the downturn.
- **Speeding the recovery of the tourism, travel, and hospitality sectors**, supporting industries that were particularly hard-hit by the COVID-19 emergency and are just now beginning to mend. Similarly impacted sectors within a local area are also eligible for support.
- **Rebuilding public sector capacity**, by rehiring public sector staff and replenishing unemployment insurance (UI) trust funds, in each case up to pre-pandemic levels. Recipients may also use this funding to build their internal capacity to successfully implement economic relief programs, with investments in data analysis, targeted outreach, technology infrastructure, and impact evaluations.

### 3. Serving the hardest-hit communities and families

While the pandemic has affected communities across the country, it has disproportionately impacted low-income families and communities of color and has exacerbated systemic health and economic inequities. Low-income and socially vulnerable communities have experienced the most severe health impacts. For example, counties with high poverty rates also have the highest rates of infections and deaths, with 223 deaths per 100,000 compared to the U.S. average of 175 deaths per 100,000.

Coronavirus State and Local Fiscal Recovery Funds allow for a broad range of uses to address the disproportionate public health and economic impacts of the crisis on the hardest-hit communities, populations, and households. Eligible services include:

- **Addressing health disparities and the social determinants of health**, through funding for community health workers, public benefits navigators, remediation of lead hazards, and community violence intervention programs;
- **Investments in housing and neighborhoods**, such as services to address individuals experiencing homelessness, affordable housing development, housing vouchers, and residential counseling and housing navigation assistance to facilitate moves to neighborhoods with high economic opportunity;
- **Addressing educational disparities** through new or expanded early learning services, providing additional resources to high-poverty school districts, and offering educational services like tutoring or afterschool programs as well as services to address social, emotional, and mental health needs; and,
- **Promoting healthy childhood environments**, including new or expanded high quality childcare, home visiting programs for families with young children, and enhanced services for child welfare-involved families and foster youth.

Governments may use Coronavirus State and Local Fiscal Recovery Funds to support these additional services if they are provided:

- within a Qualified Census Tract (a low-income area as designated by the Department of Housing and Urban Development);
- to families living in Qualified Census Tracts;
- by a Tribal government; or,
- to other populations, households, or geographic areas disproportionately impacted by the pandemic.

### 4. Replacing lost public sector revenue

State, local, territorial, and Tribal governments that are facing budget shortfalls may use Coronavirus State and Local Fiscal Recovery Funds to avoid cuts to government services. With these additional resources, recipients can continue to provide valuable public services and ensure that fiscal austerity measures do not hamper the broader economic recovery.



Many state, local, territorial, and Tribal governments have experienced significant budget shortfalls, which can yield a devastating impact on their respective communities. Faced with budget shortfalls and pandemic-related uncertainty, state and local governments cut staff in all 50 states. These budget shortfalls and staff cuts are particularly problematic at present, as these entities are on the front lines of battling the COVID-19 pandemic and helping citizens weather the economic downturn.

Recipients may use these funds to replace lost revenue. Treasury's Interim Final Rule establishes a methodology that each recipient can use to calculate its reduction in revenue. Specifically, recipients will compute the extent of their reduction in revenue by comparing their actual revenue to an alternative representing what could have been expected to occur in the absence of the pandemic. Analysis of this expected trend begins with the last full fiscal year prior to the public health emergency and projects forward at either (a) the recipient's average annual revenue growth over the three full fiscal years prior to the public health emergency or (b) 4.1%, the national average state and local revenue growth rate from 2015-18 (the latest available data).

For administrative convenience, Treasury's Interim Final Rule allows recipients to presume that any diminution in actual revenue relative to the expected trend is due to the COVID-19 public health emergency. Upon receiving Coronavirus State and Local Fiscal Recovery Funds, recipients may immediately calculate the reduction in revenue that occurred in 2020 and deploy funds to address any shortfall. Recipients will have the opportunity to re-calculate revenue loss at several points through the program, supporting those entities that experience a lagged impact of the crisis on revenues.

Importantly, once a shortfall in revenue is identified, recipients will have broad latitude to use this funding to support government services, up to this amount of lost revenue.

## **5. Providing premium pay for essential workers**

Coronavirus State and Local Fiscal Recovery Funds provide resources for eligible state, local, territorial, and Tribal governments to recognize the heroic contributions of essential workers. Since the start of the public health emergency, essential workers have put their physical well-being at risk to meet the daily needs of their communities and to provide care for others.

Many of these essential workers have not received compensation for the heightened risks they have faced and continue to face. Recipients may use this funding to provide premium pay directly, or through grants to private employers, to a broad range of essential workers who must be physically present at their jobs including, among others:

- |   |   |
|---|---|
| ✓ Staff at nursing homes, hospitals, and home-care settings                     | ✓ Truck drivers, transit staff, and warehouse workers |
| ✓ Workers at farms, food production facilities, grocery stores, and restaurants | ✓ Childcare workers, educators, and school staff      |
| ✓ Janitors and sanitation workers   | ✓ Social service and human services staff             |
| ✓ Public health and safety staff  |   |

Treasury's Interim Final Rule emphasizes the need for recipients to prioritize premium pay for lower income workers. Premium pay that would increase a worker's total pay above 150% of the greater of the state or county average annual wage requires specific justification for how it responds to the needs of these workers.



In addition, employers are both permitted and encouraged to use Coronavirus State and Local Fiscal Recovery Funds to offer retrospective premium pay, recognizing that many essential workers have not yet received additional compensation for work performed. Staff working for third-party contractors in eligible sectors are also eligible for premium pay.

## **6. Investing in water and sewer infrastructure**

Recipients may use Coronavirus State and Local Fiscal Recovery Funds to invest in necessary improvements to their water and sewer infrastructures, including projects that address the impacts of climate change.

Recipients may use this funding to invest in an array of drinking water infrastructure projects, such as building or upgrading facilities and transmission, distribution, and storage systems, including the replacement of lead service lines.

Recipients may also use this funding to invest in wastewater infrastructure projects, including constructing publicly-owned treatment infrastructure, managing and treating stormwater or subsurface drainage water, facilitating water reuse, and securing publicly-owned treatment works.

To help jurisdictions expedite their execution of these essential investments, Treasury's Interim Final Rule aligns types of eligible projects with the wide range of projects that can be supported by the Environmental Protection Agency's Clean Water State Revolving Fund and Drinking Water State Revolving Fund. Recipients retain substantial flexibility to identify those water and sewer infrastructure investments that are of the highest priority for their own communities.

Treasury's Interim Final Rule also encourages recipients to ensure that water, sewer, and broadband projects use strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions.

## **7. Investing in broadband infrastructure**

The pandemic has underscored the importance of access to universal, high-speed, reliable, and affordable broadband coverage. Over the past year, millions of Americans relied on the internet to participate in remote school, healthcare, and work.

Yet, by at least one measure, 30 million Americans live in areas where there is no broadband service or where existing services do not deliver minimally acceptable speeds. For millions of other Americans, the high cost of broadband access may place it out of reach. The American Rescue Plan aims to help remedy these shortfalls, providing recipients with flexibility to use Coronavirus State and Local Fiscal Recovery Funds to invest in broadband infrastructure.

Recognizing the acute need in certain communities, Treasury's Interim Final Rule provides that investments in broadband be made in areas that are currently unserved or underserved—in other words, lacking a wireline connection that reliably delivers minimum speeds of 25 Mbps download and 3 Mbps upload. Recipients are also encouraged to prioritize projects that achieve last-mile connections to households and businesses.

Using these funds, recipients generally should build broadband infrastructure with modern technologies in mind, specifically those projects that deliver services offering reliable 100 Mbps download and 100

Mbps upload speeds, unless impracticable due to topography, geography, or financial cost. In addition, recipients are encouraged to pursue fiber optic investments.

In view of the wide disparities in broadband access, assistance to households to support internet access or digital literacy is an eligible use to respond to the public health and negative economic impacts of the pandemic, as detailed above.

## 8. Ineligible Uses

Coronavirus State and Local Fiscal Recovery Funds provide substantial resources to help eligible state, local, territorial, and Tribal governments manage the public health and economic consequences of COVID-19. Recipients have considerable flexibility to use these funds to address the diverse needs of their communities.

To ensure that these funds are used for their intended purposes, the American Rescue Plan Act also specifies two ineligible uses of funds:

- **States and territories may not use this funding to directly or indirectly offset a reduction in net tax revenue due to a change in law from March 3, 2021 through the last day of the fiscal year in which the funds provided have been spent.** The American Rescue Plan ensures that funds needed to provide vital services and support public employees, small businesses, and families struggling to make it through the pandemic are not used to fund reductions in net tax revenue. Treasury's Interim Final Rule implements this requirement. If a state or territory cuts taxes, they must demonstrate how they paid for the tax cuts from sources other than Coronavirus State Fiscal Recovery Funds—by enacting policies to raise other sources of revenue, by cutting spending, or through higher revenue due to economic growth. If the funds provided have been used to offset tax cuts, the amount used for this purpose must be paid back to the Treasury.
- **No recipient may use this funding to make a deposit to a pension fund.** Treasury's Interim Final Rule defines a "deposit" as an extraordinary contribution to a pension fund for the purpose of reducing an accrued, unfunded liability. While pension deposits are prohibited, recipients may use funds for routine payroll contributions for employees whose wages and salaries are an eligible use of funds.

Treasury's Interim Final Rule identifies several other ineligible uses, including funding debt service, legal settlements or judgments, and deposits to rainy day funds or financial reserves. Further, general infrastructure spending is not covered as an eligible use outside of water, sewer, and broadband investments or above the amount allocated under the revenue loss provision. While the program offers broad flexibility to recipients to address local conditions, these restrictions will help ensure that funds are used to augment existing activities and address pressing needs.



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: May 27, 2021

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

From: Jon Duddles, P.E., CFM, Assistant Director of Public Works and Engineering *ASD*

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

Subject: 2021 Capital Improvement Program Construction Observation Services  
SPACECO, Inc. Task Order No. 1

**Issue:** Due to staff turnover, we have a reduction in staffing in Engineering. This reduction requires temporary on-site construction engineering assistance from one of our engineering consultants.

**Analysis:** We requested and received a proposal from SPACECO, Inc. for approximately 1,000 hours of resident engineering services on an as needed basis. The proposal is at the rate of \$135.00 per hour for a total cost of \$140,000. Work will include Resident Engineer services, pay estimate preparation, project closeout documentation, punch list preparation and other construction engineering related items, as requested. The consultant will perform all construction engineering services on behalf of the City. We also reached out to two other consultants that are currently under a master contract to provide proposals but they were unable to staff the request.

**Recommendation:** We recommend acceptance of Task Order No. 1 from SPACECO, Inc., 9575 West Higgins Road, Suite 700, Rosemont, IL 60018 for construction observation services in an amount not to exceed \$140,000. Source of funding would be the Capital Projects Fund.

**Attachments:**

Resolution R-104-21  
Exhibit A – Master Contract  
Exhibit B - Task Order No. 1

**CITY OF DES PLAINES**

**RESOLUTION R - 104 - 21**

**A RESOLUTION APPROVING A MASTER CONTRACT  
AND TASK ORDER NO. 1 WITH SPACECO, INC. FOR  
PROFESSIONAL ENGINEERING SERVICES.**

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

**WHEREAS**, the City desires to retain an engineering firm to perform engineering services for the City as such services are needed over time ("*Engineering Services*"); and

**WHEREAS**, SpaceCo, Inc. ("*Consultant*") has performed Engineering Services for the City in the past to the City's satisfaction; and

**WHEREAS**, the City desires to enter into a master contract with Contractor to perform Engineering Services as required by the City ("*Master Contract*") pursuant to task orders issued by the City in accordance with Chapter 10 of Title 1 of the City Code of the City of Des Plaines, the City's purchasing policy, and the Master Contract; and

**WHEREAS**, the City desires to enter into Task Order No. 1 under the Master Contract with Consultant for the performance of Engineering Services on an as-needed basis, specifically providing temporary on-site construction engineering assistance, including resident engineer services, pay estimate preparation, project closeout documentation, punch list preparation and other construction engineering related items through and including December 31, 2021 in the not-to-exceed amount of \$140,000 ("*Task Order No. 1*"); and

**WHEREAS**, in accordance with Chapter 10 of Title 1 of the City Code of the City of Des Plaines and the City purchasing policy, City staff has determined that the procurement of the Engineering Services does not require competitive bidding because the Engineering Services require a high degree of professional skill and judgment where the ability or fitness of the individual plays an important part; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to waive the competitive bidding requirements in the City Code and has determined that it is in the best interest of the City to enter into the Master Contract and Task Order No. 1 with Consultant;

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

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

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

**SECTION 3: APPROVAL OF MASTER CONTRACT.** The City Council hereby approves the Master Contract in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

**SECTION 4: AUTHORIZATION TO EXECUTE MASTER CONTRACT.** The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, the final Master Contract only after receipt by the City Clerk of at least two executed copies of the final Master Contract from Contractor; provided, however, that if the City Clerk does not receive such executed copies of the final Master Contract from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Master Contract shall, at the option of the City Council, be null and void.

**SECTION 5: APPROVAL OF TASK ORDER NO. 1.** The City Council hereby approves Task Order No. 1 in substantially the form attached to this Resolution as **Exhibit B**, and in a final form to be approved by the General Counsel.

**SECTION 6: AUTHORIZATION TO EXECUTE TASK ORDER NO. 1.** The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, final Task Order No. 1 only after receipt by the City Clerk of at least one executed copy of final Task Order No. 1 from Contractor; provided, however, that if the City Clerk does not receive one executed copy of final Task Order No. 1 from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal final Task Order No. 1 shall, at the option of the City Council, be null and void.

**SECTION 7: 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 Master Contract and Task Order No. 1 with SpaceCo Inc for Professional Engineering Services

Master Contract  
Between the City of Des Plaines  
And SpaceCo, Inc.  
For Professional Engineering Services

Master Contract  
Between the City of Des Plaines  
And SpaceCo, Inc.  
For Professional Engineering Services

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Master Contract  
Between The City of Des Plaines  
And SpaceCo, Inc.  
For Professional Engineering Services

This contract (the “*Master Contract*”) is dated as of June 7, 2021 (the “*Effective Date*”) and is by and between the City of Des Plaines (the “*City*”) and SpaceCo, Inc. (the “*Consultant*”).

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**ARTICLE 1. THE SERVICES**

1.1 Intent; Conflicts. It is the intent of the parties that this Master Contract govern the relationship of the parties. Specific terms related to a project will be contained in a task order as provided in Section 1.2. In the event of a conflict between the provisions of this Master Contract and any task order, then provisions of this Master Contract will apply and control.

1.2 Task Orders. The Consultant will perform services for the City from time to time as set forth in written task orders issued by the City on a project-by-project basis (the “*Services*”), provided, however, that any task order in an amount exceeding \$20,000 must be approved by the City Council. A task order will be in the form generally as provided in Attachment A attached to and by this reference incorporated into this Master Contract (a “*Task Order*”) and in final form acceptable to the City and executed by the Parties. Each Task Order will include the Services to be performed under that Task Order (collectively a “*Project*”).

1.3 Project Time. Each Task Order will include a time schedule for the Project (a “*Project Schedule*”) including without limitation a date for completion of the Project (the “*Project Completion Date*”).

1.4 Term; Extensions. This Master Contract commences on the Effective Date and terminates on December 31, 2024 unless terminated earlier pursuant to Article 8 of this Master Contract (the “*Term*”). All terms of this Master Contract, including without limitation pricing terms, are firm during the Term, unless a change is explicitly agreed to by the City in a Task Order. The Parties may extend this Contract for two additional one-year periods (each an “*Extended Term*”). Pricing terms may be adjusted by agreement at the beginning of an Extended Term.

1.5 No Guarantee of Work; Other Contracts. This Master Contract does not guarantee that the Consultant will be awarded Projects by the City, and the City has no duty or obligation to award Projects to the Consultant. Also, the City may enter into master contracts with other consultants, pursuant to which the City may award work from time to time at the City’s discretion.

1.6 Responsibility of Consultant to Perform. The Consultant must provide all personnel necessary to complete the Services. The Consultant must 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 sub-consultants and supplies used by the Consultant

in the performance of Services must be acceptable to, and approved in advance by, the City. The City's approval of any sub-consultant or supplier will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Master Contract and the relevant Task Order. All Services performed by any sub-consultant or supplier are subject to all of the provisions of this Master Contract and the relevant Task Order in the same manner as if performed directly by the Consultant. If any sub-consultant or supplier fails to properly perform any Services undertaken by it in compliance with this Master Contract or the relevant Task Order, then the Consultant, immediately on notice from the City, must remove that sub-consultant or supplier and undertake the Services itself or replace the sub-consultant or supplier with a sub-consultant or supplier acceptable to the City. The Consultant will have no claim for damages, for compensation in excess of the Compensation, or for delay or extension of the Project Schedule as a result of any such removal or replacement.

1.7 Financial Ability to Perform. Each time when executing a Task Order, the Consultant represents and declares that it is financially solvent, has the financial resources necessary, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Project set forth in the Task Order in full compliance with, and as required by or pursuant to, the Task Order and this Master Contract.

## ARTICLE 2. COMPENSATION AND PAYMENT

2.1 Pricing Schedule. As compensation for the performance of the Services ("*Compensation*"), the City will pay the Consultant the amounts set forth in Attachment B attached to and by this reference incorporated into this Master Contract (the "*Pricing Schedule*"). The Parties may agree to different or additional pricing terms in a Task Order ("*Project-Specific Pricing*"). Except for the Compensation and any Project-Specific Pricing, the City will have no liability for any expenses or costs incurred by the Consultant.

2.2 Monthly Payment; Invoices. The Compensation for a Project will be paid in monthly installments. The Consultant must submit to the City, on a monthly basis unless the Parties agree in a Task Order to a different schedule, a written invoice for payment for completed work. The City may specify the specific day of the month on or before which invoices must be filed. Each invoice must be accompanied by receipts, vouchers, and other documents as necessary to reasonably establish the Consultant's right to payment of the Compensation stated in the invoice. In addition, each invoice must include (a) employee classifications, rates per hour, and hours worked by each classification and, if the Project is to be performed in separate phases, for each phase, (b) total amount billed in the current period and total amount billed to date and, if the Project is to be performed in separate phases, for each phase, and (c) the estimated percent completion of the Project and, if the Project is to be performed in separate phases, for each phase.

2.3 Taxes. The Compensation includes applicable federal, State of Illinois, and local taxes applicable to the services provided by the Consultant and taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. The Consultant will never have a claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees.

2.4 Final Payment. A Project, or a phase of a Project, will be considered complete on the date of final written acceptance by the City of the Services or the relevant phase of the Services. Services related to a submission of the Consultant will be deemed accepted by the City if the City does not object to those Services in writing within 30 days after the submission by the Consultant of an invoice for final acceptance and payment. The City will make final payment to the Consultant within 30 days after final acceptance of the Services and any Project-Specific Compensation, after deducting therefrom charges, if any, as provided in this Master Contract or the relevant Task Order (“*Final Payment*”). The acceptance by the Consultant of Final Payment will operate as a full and complete release of the City by the Consultant of and from any and all lawsuits, claims, or demands for further payment of any kind for the Services encompassed by the Final Payment.

2.5 Deductions. Notwithstanding any other provision of this Master Contract, the City may deduct and withhold from any payment or from Final Payment such amounts as may reasonably appear necessary to compensate the City for any loss due to (1) Services that are defective, nonconforming, or incomplete, (2) liens or claims of lien, (3) claims against the Consultant or the City made by any of the Consultant’s sub-consultants or suppliers or by other persons about the Services (4) delay by the Consultant in the completion of the Services, (5) the cost to the City, including reasonable attorneys’ fees, of correcting any of the matters stated in this Section or exercising any one or more of the City’s remedies set forth in Section 8.3 of this Master Contract. The City will notify the Consultant in writing given in accordance with Section 9.10 of this Master Contract of the City’s determination to deduct and withhold funds, which notice will state with specificity the amount of, and reason or reasons for, such deduction and withholding.

2.6 Use of Deducted Funds. The City will be entitled to retain amounts withheld pursuant to Section 2.5 above until the Consultant either has performed the obligations in question or has furnished security for that performance satisfactory to the City. The City will be entitled to apply any money withheld or any other money due to the Consultant to reimburse itself for costs, expenses, losses, damages, liabilities, suits, judgments, awards, and reasonable attorneys’ fees (collectively “*Costs*”) incurred, suffered, or sustained by the City and chargeable to the Consultant under this Contract.

2.7 Keeping Books and Accounts. The Consultant must keep accounts, books, and other records of all its billable charges and costs incurred in performing Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. The Consultant must make all such material available for inspection by the City, at the office of the Consultant during normal business hours during the Term and for a period of three years after termination of this Master Contract. Copies of such material must be furnished to the City at the City’s request and expense.

### **ARTICLE 3. PERFORMANCE OF PROJECT AND SERVICES**

3.1 Standard of Performance. The Consultant must perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the Chicago Metropolitan Region (the “*Standard of Performance*”). All Services must conform to the requirements of this Master Contract and applicable Task Order, and must be performed in accordance with the Standard of

Performance. The Consultant is responsible for the quality, technical accuracy, completeness, and any necessary coordination of Services, unless specifically provided otherwise in a Task Order.

3.2 Correction of Defects. The Consultant must provide, for no additional Compensation and at no separate expense to the City, whatever work is required to correct any defects or deficiencies in the performance of Services, regardless of whether the defect or deficiency relates to the work of the Consultant or of the Consultant's sub-consultants or suppliers, so long as that notice of the defects is given by the City to the Consultant within two years after completion of the Services.

3.3 Risk of Loss. The Consultant bears the risk of loss in providing all Services. The Consultant is responsible for damages to property or persons caused by any Consultant error, omission, or negligent act and for any losses or costs to repair or remedy any work undertaken by the City based on the Services as a result of any such error, omission, or negligent act. Notwithstanding any other provision of this Master Contract or any Task Order, the Consultant's obligations under this Section 3.3 exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of the City or the Consultant, to indemnify, hold harmless, or reimburse the Consultant for damages, losses, or costs.

3.4 Opinions of Probable Cost. The Parties recognize that neither the Consultant nor the City has control over the costs of labor, materials, equipment, or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, any opinions of probable costs provided under this Master Contract or a Task Order are considered to be estimates only, made on the basis of the Consultant's experience and qualifications, and those opinions represent the Consultant's best judgment as an experienced and qualified professional, familiar with the industry. The Consultant does not guaranty that proposals, bids, or actual costs will not vary from the opinions prepared by the Consultant.

3.5 Responsibility for Work by Contractors. Except as provided in a Task Order, and subject to the next sentence of this Section 3.5, the Consultant is not responsible for a contractor's construction means, methods, techniques, sequences or procedures, time of performance, compliance with law, or safety precautions and programs, and the Consultant does not guarantee the performance of a contractor. Nothing in the previous sentence may be construed or applied to limit the responsibility of the Consultant to properly perform, or the liability of the Consultant for failure to properly perform, Services required under this Master Contract, including contract and work oversight, inspections of work performed by a contractor, contract compliance services, and similar services.

3.6 City Responsibilities. Except as provided in this Master Contract or in a Task Order, the City, at its sole cost and expense, will have the following responsibilities:

(a) To designate a person with authority to act as the City's representative on each Project. In the absence of a written designation, the City's representative will be the City's Director of Public Works and Engineering. The City's representative will have the authority to act on behalf of the City as provided in a Task Order, except on matters that require approval of the City Council.

(b) To provide to the Consultant all criteria and information about the requirements for a Project or Services, including, as relevant, the City's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations.

(c) To provide to the Consultant existing studies, reports, and other available data relevant to a Project.

(d) To arrange for access to, and make provisions for the Consultant to enter on, public and private property as reasonably required for a Project.

(e) To provide, as relevant, surveys describing physical characteristics, legal limitations, and utility locations for a Project and the services of other consultants when the services of other consultants are requested by the Consultant and are necessary for the performance of the Services.

(f) To provide structural, mechanical, chemical, air and water tests, tests for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by the City in connection with a Project, except the extent such tests, inspections, or reports are part of the Services.

(g) To review reports, documents, data, and all other information presented by the Consultant as appropriate.

(h) To provide approvals from all governmental authorities having jurisdiction over a Project when requested by the Consultant, except the extent such approvals are part of the Services.

(i) To provide, except as provided under Article 5 and Article 6 of this Master Contract, all accounting, insurance, and legal services as may be necessary from time to time in the judgment of the City to protect the City's interests with respect to a Project.

(j) To attend Project-related meetings.

(k) To give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of Services.

3.7 Time of the Essence. Time is of the essence for each Project and all activities with regard to the performance of a Project.

3.8 Suspension of Services, Project. The City, at any time and for any reason, may suspend work on any or all Services or Project by issuing a written work suspension notice to the Consultant. The Consultant must stop the performance of all Services within the scope of the suspension notice until the City directs the Consultant in writing to resume performance.

#### **ARTICLE 4. TASK CHANGE ORDERS; DELAYS**

4.1 Task Change Orders. The City, from time to time, may issue a written order modifying or otherwise changing the scope of the Services included in a Task Order (a "*Task Change Order*") provided, however, that any Task Change Order in an amount exceeding \$20,000



must be approved by the City Council. The Task Change Order will be generally in the form attached to and by this reference incorporated into this Master Contract as Attachment C. The Consultant may request a Task Change Order based on a material change to a Project or any Services required as part of a Project. A Task Change Order may include additions to and deletions from the Services and will include any equitable increases or decreases to the Compensation for the Project.

4.2 Revision Notices. Within 10 days after the date of a Task Change Order, and in any event before the Consultant begins work on any changed Services, the Consultant must notify the City in writing if the Consultant desires a revision to the Task Change Order (a “*Revision Notice*”). The Revision Notice must clearly state the Consultant’s requested revisions and the reasons for the revisions. If the City agrees to any revision, then the City will issue a revised Task Change Order in a form acceptable to the Parties. If the Consultant does not submit a Revision Notice within the 20 day period, then the Consultant will be deemed to have accepted the Task Change Order and the Task Change Order will be final.

4.3 Disagreements over Task Change Order Terms. If the City and the Consultant cannot agree on the proposed revisions to the Compensation or Project Schedule terms of a Task Change Order, then the Parties will apply the dispute resolution provisions of this Master Contract in order to reach agreement. In that event, the Consultant must proceed diligently with the revised Services as directed by City pending resolution of the disagreement. The Consultant will be compensated equitably for the work the Consultant undertakes during the disagreement resolution process.

4.4 No Change in Absence of Task Change Order. No claim for an adjustment in Compensation or Project Schedule will be made or allowed unless it is embodied in a Task Change Order signed by the City and the Consultant. If the Consultant believes it is entitled to an adjustment in the Compensation or Project Schedule terms that has not been included, or fully included, in a Task Change Order, then the Consultant may submit to the City a written request for the issuance of, or revision of, a Task Change Order including the desired adjustment. The Consultant’s request must be submitted before the Consultant proceeds with any Services for which an adjustment is desired.

4.5 Delays. If a delay in providing Services results from one or more causes that could not be avoided or controlled by the Consultant, then the Consultant may be entitled to an extension of the Project Schedule for a period of time equal to that delay, or an adjustment in Compensation for extra costs related to the delay, or both. In order to receive an extension of the Project Schedule, the Consultant must notify the City in writing within 10 days after the start of the delay and again in writing within 10 days after the delay has ended (the “*Delay Period*”). The first notice must state the cause or causes of the delay and the impact of the delay on providing Services. The second notice must state the cause or causes of the delay, the length of the day, the reasons why the delay disrupted performance of the Services and the Consultant’s request, if any, for a change in Compensation or Project Schedule.



## ARTICLE 5. INSURANCE

5.1 Coverages. The Consultant shall provide, at its sole cost and expense, liability insurance in the aggregate amount of \$1,000,000, which insurance shall include, without limitation, protection for all activities associated with the Services. The insurance shall be for a minimum of \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage. The Consultant shall cause the City to be named as an additional insured on the insurance policy described in this Article 5. Not later than 10 days after the Commencement Date, the Consultant shall provide the City with either: (a) a copy of the entire insurance policy; or (b) a Certificate of Insurance along with a letter from the broker issuing the insurance policy to the effect that the Certificate accurately reflects the contents of the insurance policy. The insurance coverages and limits set forth in this Article 6 shall be deemed to be minimum coverages and limits, and shall not be construed in any way as a limitation on the Consultant's duty to carry adequate insurance or on the Consultant's liability for losses or damages under this Agreement.

5.2 Notice of Cancellation. The insurance policies required by this clause must not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice to the City by certified mail, return receipt requested.

5.3 Acceptability of Insurers. Unless specifically approved in writing in advance by the City, all insurance must be placed with insurers with a Best's rating of no less than A-, VII. All insurers must be licensed to do business in the State of Illinois.

5.4 Verification of Coverage. The Consultant must furnish the City with certificates of insurance naming the City and its officials, employees, agents, and representatives as additional insureds. The certificates for each insurance policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates may be on forms provided by the City and in any event must be received and approved by the City before any work commences. Other additional-insured certificates may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the ISO Additional Insured Endorsements CG 2010 or CG 2026. The City reserves the right to request a full certified copy of each insurance policy and certificate.

5.5 Sub-Consultants and Suppliers. The Consultant must include all sub-consultants as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors are subject to all of the requirements stated in this Article 5, except its professional liability policy.

## ARTICLE 6. INDEMNIFICATION

6.1 Agreement to Indemnify. To the fullest extent permitted by law, the Consultant hereby agrees to indemnify and, at the City's request, defend the City and its officials, employees, agents, and representatives (collectively the "*Indemnified Parties*") as follows:

(a) Against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs, and expenses (collectively "*Professional Liability Claims*"), that may accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the negligent performance of any professional Services by the Consultant or its employees or

sub-consultants, or that may in any way result therefrom, except Claims arising out of the sole legal cause of the City; and

(b) Against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs, and expenses (collectively “*General Liability Claims*”), that may accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the negligent act or omission of the Consultant or its employees or sub-consultants other than any professional Service or that may result therefrom, except General Liability Claims arising out of the sole legal cause of the City.

6.2 Notice of Claim to Consultant. The City must provide notice of a Claim to the Consultant within 10 business days after the City acquires knowledge of that Claim.

6.3 No Limit Based on Insurance. The Consultant expressly acknowledges and agrees that any performance bond or insurance policy required by this Contract, or otherwise provided by the Consultant, will in no way limit the responsibility to indemnify and defend the Indemnified Parties or any one of them.

6.4 Withholding Payment. To the extent that any payment is due to the Consultant under this Contract, the City may withhold that payment to protect itself against any loss until all claims, suits, or judgments have been settled or discharged and evidence to that effect has been furnished to the satisfaction of the City.

6.5 Limit on Duty to Indemnify. The Consultant is not required to indemnify an Indemnified Party to the extent a Claim resulted from the negligence or willful misconduct of the Indemnified Party.

## **ARTICLE 7. INFORMAL DISPUTE RESOLUTION**

7.1 Dispute Resolution Panel. Any dispute between the City and the Consultant related to this Master Contract or a Task Order will be submitted to a dispute resolution panel comprised of two representatives of each Party who have been given the authority to agree to a resolution of the dispute. The panel may meet or may conduct its discussions by telephone or other electronic means. If the panel has failed to convene within two weeks after the request of either Party, or is unable to resolve the dispute within 30 days, then either Party may exercise any other rights it has under this Master Contract.

7.2 Communications in Nature of Settlement. All communications between the Parties in connection with the attempted resolution of a dispute will be confidential and will be deemed to have been delivered in furtherance of dispute settlement and thus will be exempt from discovery and production, and will not be admissible in evidence whether as an admission or otherwise, in any arbitration, judicial, or other proceeding for the resolution of the dispute.

7.3 Performance of Services. During the dispute resolution process, the Consultant must proceed diligently with the performance of Services. Except as for as permitted in subparagraph 8.3(b) of this Master Contract, the City will continue to pay Consultant all undisputed amounts due Consultant during the dispute resolution process.

## ARTICLE 8. TERMINATION

8.1 Master Contract is At-Will. This Master Contract is at-will and may be terminated by the City at any time at the City's convenience, without reason or cause. If the City terminates this Master Contract without reason or cause, then the Consultant will be entitled to Compensation for all Service performed by the Consultant up to the date of receipt of notice of termination. The Consultant is not entitled to compensation of any kind, including without limitation for lost profit, for any Services not performed by the Consultant.

8.2 Termination by City for Breach. The City at any time, by written notice, may terminate this Master Contract and any Task Order on account of breach by the Consultant and failure of the Consultant to cure or diligently pursue a cure for the breach within 10 days after that written notice or such further time as the City may agree, in the City's sole discretion, in response to a written notice from the Consultant seeking additional time to cure. "*Breach*" by the Consultant includes (a) failure of the Consultant to adhere to any terms or conditions of this Master Contract or any Task Order, (b) failure of the Consultant to perform Services in accordance with the Standard of Performance, (c) or failure of the Consultant to maintain progress in the performance of Services so as to endanger proper performance of the Project within the Project Schedule, (d) failure of the Consultant to have or maintain adequate financial or legal capacity to properly complete a Project or any Services.

8.3 City Remedies. If the City terminates this Master Contract or any Task Order for Breach by the Consultant, then the City will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

(a) The City may recover from the Consultant costs, including without limitation reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach.

(b) The City may withhold outstanding Compensation under any Task Order to reimburse itself or pay for costs, including reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach. In that event, the City will pay any excess funds to the Consultant, if any, after all of the City's costs are reimbursed or paid. If the Compensation withheld by the City is insufficient to reimburse the City for, or pay, all costs, then the City will have the right to recover directly from the Consultant a sum of money sufficient to reimburse itself, or pay, all remaining costs.

8.4 Termination for Convenience. If, after termination of this Master Contract by the City for breach, it is determined that the Consultant was not in breach or that the termination otherwise was irregular or improper, then the termination shall be deemed to have been made for the convenience of the City under Section 8.1 of this Master Contract.

8.5 Termination by Consultant for Breach. The Consultant at any time, by written notice, terminate this Master Contract on account of failure by the City to properly pay the Consultant and failure of the City to cure the breach within 10 days after that written notice or such further time as the Consultant may agree, in the Consultant's sole discretion, in response to a written notice from the City seeking additional time to cure.

8.6 Termination by Consultant without Cause. The Consultant may terminate this Master Contract without cause on 30 days written notice to the City, except that no such termination will become effective until after the Consultant has completed, and the City has approved and accepted, all Projects for which Task Orders have been issued and all Services related to those Projects.

## **ARTICLE 9. LEGAL RELATIONSHIPS AND GENERAL REQUIREMENTS**

9.1 Consultant as Independent Consultant. For purposes of this Contract, the Consultant is an independent consultant and is not, and may not be construed or deemed to be an employee, agent, or joint venturer of the City.

9.2 Compliance with Laws; Communications with Regulators. The Consultant must perform the Services in compliance with statutes, ordinances, codes, and regulations applicable to the Services. Except to the extent expressly set forth in this Master Contract or a Task Order, the Consultant may not communicate directly with applicable governmental regulatory agencies with regard to Services without prior express authorization from the City. The Consultant must direct inquiries from governmental regulatory agencies to the City for appropriate response.

9.3 Consultant Payments; Waivers of Liens. The Consultant must pay promptly for all services, labor, materials, and equipment used or employed by the Consultant in the performance of any Services and must not cause any materials, equipment, structures, buildings, premises, and property of the City to be impressed with any mechanic's lien or other liens. The Consultant, if requested, must provide the City with reasonable evidence that all services, labor, materials, and equipment have been paid in full and with waivers of lien as appropriate.

9.4 Permits and Licenses. Unless otherwise provided in a Task Order, the Consultant must obtain and pay for licenses and registrations required by law that are associated with the Consultant's performance of Services.

9.5 Safety; Hazardous Materials.

(a) Protection of Health, Environment. The Consultant's personnel must be experienced and properly trained to perform the Services and must take adequate precautions to protect human health and the environment in the performance of Services.

(b) Notice of Hazardous Conditions. If the Consultant observes a potentially hazardous condition relating to the Services, the Consultant must bring that condition to the attention of the City.

(c) Hazardous Materials. The Consultant acknowledges that there may be hazardous substances, wastes, or materials as defined by applicable Law ("Hazardous Materials") at a Project site or otherwise associated with Services, and the Consultant under those circumstances must take appropriate precautions to protect its employees, sub-consultants, and suppliers.

9.6 Intellectual Property. The Consultant may not infringe on any intellectual property (including but not limited to patents, trademarks, or copyrights) (collectively "*Intellectual*

Property”) in the performance of Services. If ever the Consultant infringes on any Intellectual Property, then, in addition to the Consultant’s obligations to indemnify Indemnified Parties under this Master Contract, the Consultant also, at the sole discretion of the City and at the Consultant’s sole expense (a) procure for the City the right to continue using the infringing subject matter, or (b) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the requirements of this Master Contract and the relevant Task Order, or (c) reimburse the City for all payments made to the Consultant relating to or impacted by the infringing material and all costs incurred by City resulting from such infringement.

9.7 Confidential Information. All information and data disclosed by the City and developed or obtained under this Master Contract must be treated by the Consultant as proprietary and confidential information (“*Confidential Information*”). The Consultant must not disclose Confidential Information without the City’s prior written consent. No person may use Confidential Information for any purpose other than for the proper performance of Services. The obligations under this Section 9.7 does not apply to Confidential Information that is (i) in the public domain without breach of this Contract, (ii) developed by the Consultant independently from this Master Contract, (iii) received by the Consultant on a non-confidential basis from others who had a right to disclose the information, or (iv) required by law to be disclosed, but only after prior written notice has been received by City and City has had a reasonable opportunity to protect disclosure of the Confidential Information. The Consultant must ensure that the foregoing obligations of confidentiality and use extend to and bind the Consultant’s sub-consultants and suppliers.

9.8 Ownership of Data and Documents. All data and information, regardless of its format, developed by Consultant under this Master Contract (collectively “*Data*”), other than the Consultant’s confidential information, will be and remain the sole property of the City, upon receipt of payment by Consultant for all services performed under the Master Contract or any Task Order. The Consultant must promptly deliver all Data to the City at the City’s request. The Consultant is responsible for the care and protection of the Data until that delivery. The Consultant may retain one copy of the Data for the Consultant’s records subject to the Consultant’s continued compliance with the provisions of this Article.

9.9 Copyrights and Patents. The Consultant agrees not to assert, or to allow persons performing under the Consultant’s control to assert, any rights to Data or establish any claim under design, patent, or copyright laws. It is expressly agreed that all copyrightable or patentable Data produced as part of Services has been specifically commissioned by the City and is considered “work for hire,” and that all copyrightable and other proprietary rights in that Data will vest solely in the City. Further, the Consultant agrees that all rights under copyright and patent laws under this Master Contract belong to the City. The Consultant hereby assigns any and all rights, title, and interests under copyright, trademark, and patent law to the City and agrees to assist the City in perfecting the same at the City’s expense.

9.10 Notices. Any notice or communication required by this Master Contract will be deemed sufficiently given if in writing and when delivered personally or upon receipt of registered or certified mail, postage prepaid, with the U.S. Postal Service and addressed as follows:

If to the City:

City of Des Plaines  
Public Works and Engineering Department  
1420 Miner Street  
Des Plaines, Illinois 60016  
Attn: Director of Public Works  
And Engineering

with a copy to:

City of Des Plaines  
1420 Miner Street  
Des Plaines, Illinois 60016  
Attn: City Manager

If to the Consultant:

SpaceCo, Inc.  
9575 West Higgins Road, Suite 700  
Rosemont, IL 60018  
Attn: \_\_\_\_\_

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

or to such other address as the party to whom notice is to be given has furnished in writing.

9.11 No Waiver by City. No act, order, approval, acceptance, or payment by the City, nor any delay by the City in exercising any right under this Master Contract, will constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services or operate to waive any requirement or provision of this Master Contract or any remedy, power, or right of the City.

9.12 No Third-Party Beneficiaries. This Master Contract is for the benefit of the City and the Consultant only and there can be no valid claim made or held against the City or the Consultant by any third party to be a beneficiary under this Master Contract.

9.13 Survival of Terms. The following sections will survive the termination of this Master Contract: 2.7, 3.2, 6.1, 8.4, 9.7, 9.8, and 9.9.

9.14 Assignments. The Consultant may not assign or transfer any term, obligation, right, or other aspect of this Master Contract without the prior express written consent of the City. If any aspect of this Master Contract is assigned or transferred, then the Consultant will remain responsible to the City for the proper performance of the Consultant's obligations under this Master Contract. The terms and conditions of any agreement by the Consultant to assign or transfer this Master Contract must include terms requiring the assignee or transferee to fully comply with this Master Contract unless otherwise authorized in writing by the City.

9.15 Amendments. This Master Contract may be amended only in writing executed by the City and the Consultant.

9.16 Governing Law. The validity, construction, and performance of this Master Contract and all disputes between the parties arising out of or related to this Contract will be governed by the laws of the State of Illinois without regard to choice or conflict of law rules or regulations.

9.17 Compliance with Laws, Grant Regulations. All Services must be provided, performed, and completed in accordance with applicable governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules, and regulations. The



Consultant also must comply with applicable conditions of any federal, state, or local grant received by the City with respect to this Master Contract or any Task Order provided any such conditions are provided by City to Consultant prior to execution of any related Task Order. The Consultant will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the Consultant's improper performance of, or failure to properly perform, any Services.

9.18 Representation of No Conflicts. The Consultant represents that (1) no City employee or agent is interested in the business of the Consultant or this Master Contract, (2) as of the Effective Date 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 Master Contract, and (3) neither the Consultant nor any person employed by or associated with the Consultant may at any time during the Term obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract.

9.19 No Collusion. The Consultant represents that the Consultant is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is properly contesting its liability for the tax or the amount of the tax or (2) a violation of either Section 33E-3 or Section 33E-4 or Article 33E of the Criminal Code of 1961, 720 ILCS 5/22E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to the City prior to the execution of this Master Contract and that this Master Contract is made without collusion with any other person, firm, or corporation.

WHEREFORE, the City and the Consultant have caused this Master Contract to be executed by their duly authorized representatives as of the Effective Date.

CITY OF DES PLAINES

*SpaceCo, Inc.*

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Michael G. Bartholomew

Name: \_\_\_\_\_

Title: City Manager

Title: \_\_\_\_\_

**ATTACHMENT A**

**TASK ORDER**

In accordance with Section 1.2 of the Master Contract dated \_\_\_\_\_, 20\_\_\_\_  
between the City of Des Plaines (the “City”) and SpaceCo, Inc. (the “Consultant”), the Parties  
agree to the following Task Number \_\_\_\_:

**1. Contracted Services:**

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**2. Project Schedule** (attach schedule if appropriate):

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**3. Project Completion Date:**

All Contracted Services must be completed on or before: \_\_\_\_\_, 20\_\_\_\_.

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

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

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

**[SIGNATURE PAGE FOLLOWS]**



**CITY**

**CONSULTANT**

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

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

\_\_\_\_\_  
Signature

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

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

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

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

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

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

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

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

## ATTACHMENT B

## PRICING SCHEDULE



9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018  
Phone: (847) 696-4060 Fax: (847) 696-4065

## STANDARD CHARGES FOR PROFESSIONAL SERVICES

January 1, 2021

	<u>Hourly Rate</u>
Principal .....	\$325.00
Senior Engineer .....	\$260.00
Engineering Group Manager .....	\$230.00
Senior Project Manager .....	\$175.00
Land Development Resource Manager .....	\$175.00
Senior Design Engineer .....	\$160.00
Project Manager .....	\$155.00
Design Engineer III .....	\$155.00
Design Engineer II .....	\$140.00
Design Engineer I .....	\$ 125.00
Technician .....	\$135.00
CAD Manager .....	\$145.00
Senior Professional Land Surveyor .....	\$210.00
Surveying Group Manager .....	\$165.00
Professional Land Surveyor .....	\$160.00
Survey Manager .....	\$150.00
Survey Crew .....	\$225.00
One Man Crew .....	\$135.00
Three Man Crew .....	\$300.00
Hydrographic Survey Boat with Equipment .....	\$550.00/day
Word Processor .....	\$ 95.00
Clerk .....	\$ 75.00
Engineering Intern .....	\$ 75.00
Director of IT Services .....	\$155.00

REIMBURSABLE EXPENSES

Fax .....	\$0.50/page
Outside copy service, messenger, overnight delivery, photos .....	Cost + 10%
Mileage .....	\$0.56/mile
Electronic Transfer .....	\$ 40.00
Drone .....	\$200/day
GPS Unit .....	\$150.00/day

A surcharge of 50 percent will be added to hourly rates for expert witness testimony and depositions. SPACECO, Inc. reserves the right to increase these rates and costs by 5% after December 31, 2021.

P:\GENERAL\General Rates\GEN RATES 2021.doc

**ATTACHMENT C**

**TASK CHANGE ORDER FOR TASK NUMBER \_\_\_\_**

In accordance with Section 4.1 of the Master Contract dated \_\_\_\_\_, 20\_\_\_\_ between the City of Des Plaines (the “City”) and \_\_\_\_\_ (the “Consultant”), the Parties agree to the following Task Change Order for Task Number \_\_\_\_:

**1. Change in Contracted Services:**

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**2. Change in Project Schedule** (attach schedule if appropriate):

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**3. Change in Project Completion Date:**

All Contracted Services must be completed on or before \_\_\_\_\_, 20\_\_\_\_

**4. Change in Compensation:**

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**5. Change in Project Specific Pricing** (if applicable).

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

**[SIGNATURE PAGE FOLLOWS]**

**CITY**

**CONSULTANT**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (printed or typed)

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

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

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

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

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

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

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

TASK ORDER NO. 1  
TO MASTER CONTRACT BETWEEN THE CITY OF DES PLAINES  
AND SPACECO, INC.  
FOR CONSTRUCTION ENGINEERING SERVICES

In accordance with Section 1.2 of the Master Contract dated June 7, 2021 between the City of Des Plaines (the “City”) and SPACECO, Inc., 9575 West Higgins Road, Suite 700, Rosemont, IL 60018 (the “Consultant”), the Parties agree to the following Task Order Number 1:

**1. Contracted Services:**

The Consultant will perform the services described in the "Project Scope" set forth in the "Consultant Agreement, 2021 CIP Engineering Support, SPACECO Project No. 11608" prepared by Consultant, submitted to the City, and dated May 26, 2021 ("*Proposal*") on an as-needed basis as determined by the City .

**2. Project Term:**

The Consultant will perform the services on an as-needed basis for a term commencing upon notice from the City to start the services and ending on December 31, 2021 ("*Task Order No. 1 Term*").

**3. Project Completion Date:**

The Consultant will diligently and continuously prosecute the Services during the Task Order No. 1 Term until their completion.

**4. Project Specific Pricing:**

In exchange for the Contracted Services, the Consultant will receive compensation on a time and materials basis in the amounts set forth in the Proposal, but in no event will the compensation paid to the Consultant exceed \$140,000.00, as set forth in the Proposal under the section titled "Fee Schedule."

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

Not applicable.

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

[SIGNATURE PAGE FOLLOWS]

**CITY**

**CONSULTANT**

\_\_\_\_\_  
Signature

Director of Public Works & Engineering

\_\_\_\_\_, 2021

Date

\_\_\_\_\_  
Signature

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

\_\_\_\_\_, 2021

Date

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

\_\_\_\_\_  
Signature

City Manager

\_\_\_\_\_, 2021

Date

If greater than \$20,000, the City Council must approve the Task Order in advance and the City Manager's signature is required.

\_\_\_\_\_  
Signature

City Manager

\_\_\_\_\_, 2021

Date



CONSULTING ENGINEERS  
SITE DEVELOPMENT ENGINEERS  
LAND SURVEYORS

9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018  
Phone: (847) 696-4060 Fax: (847) 696-4065



## CONSULTANT AGREEMENT

Client: City of Des Plaines  
Mr. Jon Duddles  
1420 Miner Street  
Des Plaines, IL 60016

Date: 05/26/2021  
Project Name: 2021 CIP  
Engineering Support

Project Description:

Attention:

Requested by:

Phone: 847-391-5464

Fax:

Email: jduddles@desplaines.org


SPACECO Project Number: 11608

SPACECO, Inc. and the Client agree to the following:

### PROJECT SCOPE:

Task 1: We will provide one full-time construction engineer for the 2021 construction season to aid and support the City's engineering staff. Our engineer will provide construction inspection and document quantities and materials on a daily IDR. All work will be completed in accordance with IDOT Documentation of Contract Quantities. This task is based on a 1,000 hour project duration. \$135 per hour.

Task 2: Reimbursable expenses inclusive of vehicle, fuel, equipment, and supplies required to complete the work effort for 125 days. \$40 per day.

This agreement shall be established in accordance with our City of Des Plaines Master Contract. 

### FEE:

Task 1: \$135,000 N.T.E.

Task 2: \$5,000 N.T.E.

- ☐ This work has already commenced per your verbal authorization.  
☒ This work is waiting to proceed pending our receipt of this signed agreement.  
☐ This interim agreement allows us to proceed on a not to exceed basis while the final agreement is being prepared. This will be replaced with a final agreement within five business days.

The following documents are attached and hereby expressly incorporated into this Agreement

Exhibit A - General Terms and Conditions ( ☐ enclosed/ ☐ previously provided).

Work identified, as payable on an hourly basis will be billed to you at the rates specified on the enclosed Schedule of Charges for Professional Services. We will establish our contract in accordance with the General Terms and Conditions, which are expressly incorporated into and are an integral part of this Contract for Professional Services. We reserve the right to increase our fee by 5% on each anniversary of this Agreement. All reproduction and delivery services will be billed to the Client on a cost plus 10% basis. Our services will be invoiced monthly and payments are due within thirty days after invoicing.

SPACECO, INC.

CLIENT

By: Ted Ward, P.E. 

By: \_\_\_\_\_

Project Manager

(Name, Title)

(Name, Title)

Date: 05/26/2021

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

Client Authorization Number: \_\_\_\_\_

PLEASE SIGN AND RETURN ONE OF THE ORIGINALS

c: W. Loftus

Rob Stawik



COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: May 27, 2021

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

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

Subject: Amendment to Title 4: Business Regulations; Chapter 4: Liquor Control, Section 4: Classification of Licenses – Class N and Class O

---

**Issue:** In 2019, Governor Pritzker signed the Illinois Gambling Act of 2019 into law. The Act makes significant changes to gaming laws in Illinois to include allowing gaming on non-riverboat operations.

**Analysis:** In 2011, Ordinance M-22-11 was enacted by the City creating two new classes of liquor licenses specific for riverboat gaming operations: Class N and Class O. Only owners of a “riverboat owner’s license” issued by the Illinois Gaming Board can obtain either of these two classes of liquor licenses. The first and only Class N Liquor License was issued to Midwest Gaming (dba River’s Casino) later that year.

With the passing of the Illinois Gaming Act of 2019, gaming operations may now be conducted on land-based facilities. Midwest Gaming was the first Illinois gaming operation to receive such an owner’s license from the Illinois Gaming Board.

City staff recommends amending Municipal Code Sections 4-4-4 and 4-4-10 to bring the Class N License and Class O License of the City Municipal Code into conformity with the Illinois Gambling Act.

**Recommendation:** I recommend the City Council approve Ordinance M-8-21 amending Title 4: Business Regulations; Chapter 4: Liquor Control, Section 4: Classification of Licenses.

Attachments:  
Ordinance M-8-21



**CITY OF DES PLAINES**

**ORDINANCE M - 8 - 21**

**AN ORDINANCE AMENDING SECTION 4-4-4 OF THE CITY OF DES PLAINES CITY CODE REGARDING THE CLASS N CASINO LIQUOR LICENSE AND CLASS O CASINO SPECIAL OCCASION LICENSE.**

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

**WHEREAS**, Section 4-4-4 the Des Plaines City Code, as amended ("**City Code**"), sets forth the various classes of liquor licenses within the City and provides certain rules and regulations for each license class; and

**WHEREAS**, the City desires to amend Sections 4-4-4 and 4-4-10 of the City Code to amend the Class N License and Class O License to bring the City Code into conformity with the Illinois Gambling Act ("**Amendments**"); and

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

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

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

**SECTION 2. CLASS N CASINO LIQUOR LICENSE.** The subsection titled "Class N Casino Liquor License," of Section 4-4-4, titled "Classification of Licenses; Description," of Chapter 4, titled "Liquor Control," of Title 4, titled "Business Regulations," of the City Code is hereby amended as follows:

"CLASS N CASINO LIQUOR LICENSE: Authorizes the retail sale of alcoholic liquor for sale by the drink for consumption on the premises where sold and not for resale. Such class N license shall also be governed by the following rules:

A. Such license shall be issued only to persons, firms or corporations holding a ~~casino-riverboat~~ owner's license (also referred to in this title as an "owner's license") issued by the Illinois gaming board to conduct gambling operations pursuant to the Illinois ~~riverboat~~ Gambling Act<sup>1</sup>. Any liquor license issued by the local liquor license commission shall be valid only during such periods as the ~~riverboat~~ owner's license is not terminated, suspended, revoked, expired or nonrenewed. A ~~riverboat~~ casino owner licensee may hold more than one class N liquor license.

B. A class N license may be issued for one or more premises in a building having limited and secure access points through which individuals may be admitted and through which individuals may obtain egress under the supervision or control of the licensee or its designees and in which building gambling activity is subject to regulation by the Illinois gaming board pursuant to the Illinois ~~riverboat~~ Gambling Act<sup>2</sup>.

C. Consumption of alcoholic liquor shall be limited to:

1. Those areas designated as the licensed premises by the city's local liquor control commissioner; and
2. Any contiguous premises to a premises holding a class N license; and
3. Any contiguous premises to a premises licensed solely by the Illinois liquor control commission for the retail sale of alcoholic liquor for sale by the drink for consumption on the premises where sold and not for resale.

D. Nothing in this chapter shall be construed as prohibiting a purchaser of alcoholic liquors from carrying that purchase to or from any contiguous premises holding a class N license and to or from any contiguous premises licensed by the Illinois liquor commission for the retail sale of alcoholic liquor for sale by the drink for consumption on the premises where sold and not for resale. This provision shall not be construed to authorize a purchaser of alcoholic liquors from a holder of a class N license to carry, consume or possess that alcoholic liquor at any location on the ~~riverboat~~ premises or elsewhere other than one covered by a class N license or by a license issued solely by the Illinois liquor control commission.”

**SECTION 3. CLASS O CASINO SPECIAL OCCASION LICENSE.** The subsection titled “Class O Casino Special Occasion License,” of Section 4-4-4, titled “Classification of Licenses; Description,” of Chapter 4, titled “Liquor Control,” of Title 4, titled “Business Regulations,” of the City Code is hereby amended as follows:

“CLASS O CASINO SPECIAL OCCASION LICENSE: Authorizes the retail sale of alcoholic liquor for sale by the drink for consumption on the premises where the special function is held where sold and not for resale on special occasions. Such O license shall also be governed by the following rules:

A. Such license shall be issued only to persons, firms or corporations holding an owner's license issued by the Illinois gaming board to conduct gambling operations pursuant to the Illinois ~~riverboat~~ Gambling Act<sup>3</sup>, which license is not terminated, suspended, revoked, expired or nonrenewed.

\* \* \*

G. The local liquor control commissioner may prescribe the kinds of alcoholic liquors that may be sold, the hours during which same may be sold and such other reasonable conditions as he may deem appropriate under the circumstances. The fee to be paid for ~~such~~ a special occasion license shall be set forth in section 4-4-5 of this chapter.

**SECTION 4.** The subsection titled “Class N Specific Restrictions,” of Section 4-4-10, titled “Hours of Sale,” of Chapter 4, titled “Liquor Control,” of Title 4, titled “Business Regulations,” of the City Code is hereby amended as follows:

E. Class N Specific Restrictions: A holder of a ~~riverboat~~-**casino** owner's license that also holds a class N license may sell alcoholic beverages or furnish or permit the same to be consumed on the **premises** ~~riverboat~~ from ~~nine thirty o'clock (9:30 a.m.)~~ **A.M. until 4:00 a.m. each Gaming Day as defined in the Illinois Gaming Act. Any casino owner's licensee that does not conduct gambling operations 24 hours a day may sell alcoholic beverages or furnish or permit the same to be consumed on the premises from 9:30 a.m. until** one hour prior to the licensee's close of gaming operations that gaming day, as set forth in 86 Illinois administrative code section 3000.930.

**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**

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DES PLAINES, ILLINOIS HELD IN-PERSON AND VIA ZOOM VIDEO CONFERENCE ON MONDAY, MAY 17, 2021**

**CALL TO ORDER**

The regular meeting of the City Council of the City of Des Plaines, Illinois, was called to order by Mayor Goczkowski at 7:01 p.m. The meeting was lived-streamed via: <http://desplaines.org/accessdeplaines> and played on DPTV Channel 17 on Monday, May 17, 2021.

**ROLL CALL**

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

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

**PRAYER AND PLEDGE**

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

**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 emailed to [publiccomments@desplaines.org](mailto:publiccomments@desplaines.org) or phoned in to the City Clerk's Office by 5:00 p.m. on May 17, 2021. Twenty-five public comments were submitted to the City Council and are included as Exhibit A.

Resident John Maag welcomed the new City Council, advocated for resident participation, and reminded Senior Citizens who need any type of assistance to contact the Center for Concern.

Resident Wayne Serbin congratulated the new City Council, and expressed hope for an amicable relationship between the residents and elected officials.

Resident Bill Christiansen, president of Vietnam Veterans of America Chapter 311 congratulated the new City Council, and invited everyone to the Memorial Day Service at Lake Park Memorial Pavilion (Lake Opeka) – May 31, 2021 at 11:00 a.m.

**ALDERMEN ANNOUNCEMENTS**

Alderman Moylan requested a further review of the possibility of a 4<sup>th</sup> of July Parade due to the lifting of state COVID-19 restrictions. City Manager Bartholomew will reconvene with the City Council at a later date regarding 4<sup>th</sup> of July activity options.

The Frisbie Senior Center is holding a golf outing on May 21, 2021.

The Fall Fest is occurring this year; and there is optimism regarding the progress being made with Forest Ave street improvements.

Alderman Chester is concerned with speeding in Des Plaines; he requests the City Council seek options to rectify the issue.

**MAYORAL  
ANNOUNCEMENTS**

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 the Supplemental Order dated July 29, 2020.

Mayor Goczkowski presented an extension to the Declaration of Civil Emergency.

The current Declaration will be amended to be consistent with Illinois Governor Pritzker's Executive Orders.

Moved by Lysakowski, seconded by Chester, to extend the 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: 7 - Lysakowski, Moylan, Oskerka,  
Zadrozny, Brookman, Chester, Smith  
NAYS: 0 - None  
ABSENT: 0 - None

Motion declared carried.

**CONSENT  
AGENDA**

Moved by Chester, seconded by Oskerka, to establish the Consent Agenda.

Upon voice vote, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka,  
Zadrozny, Brookman, Chester, Smith  
NAYS: 0 - None  
ABSENT: 0 - None  
Motion declared carried.

Moved by Moylan, seconded by Smith, to approve the Consent Agenda.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka,  
Zadrozny, Brookman, Chester, Smith  
NAYS: 0 - None  
ABSENT: 0 - None  
Motion declared carried.

Minutes were approved; Resolutions R-85-21, R-86-21, R-88-21, R-92-21, R-93-21 were adopted.

**APPROVE**  
**PROPOSAL/**  
**CHRISTOPHER B.**  
**BURKE**  
**ENGINEERING,**  
**LTD:**

Consent Agenda

Moved by Moylan, seconded by Smith to Approve Resolution R-85-21, A RESOLUTION APPROVING AN AGREEMENT WITH THE DES PLAINES PARK DISTRICT AND CHRISTOPHER B. BURKE ENGINEERING LTD. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO LAKE PARK. Motion declared carried as approved unanimously under Consent Agenda.

Resolution  
R-85-21

**APPROVE**  
**AMENDMENT TO**  
**AGREEMENT/**  
**/TPI BUILDING**  
**CODE**  
**CONSULTANTS**

Consent Agenda

Moved by Moylan, seconded by Smith to Approve Resolution R-86-21, A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE AGREEMENT WITH TPI BUILDING CODE CONSULTANTS FOR PROFESSIONAL INSPECTION AND PLAN REVIEW SERVICES. Motion declared carried as approved unanimously under Consent Agenda

Resolution  
R-86-21

**APPROVE**  
**AGREEMENT/**  
**SCHROEDER**  
**ASPHALT**  
**SERVICES, INC**

Consent Agenda

Moved by Moylan, seconded by Smith to Approve Resolution R-88-21, A RESOLUTION APPROVING AN AGREEMENT WITH SCHROEDER ASPHALT SERVICES, INC FOR THE 2021 CAPITAL IMPROVEMENT PROGRAM STREET AND UTILITY IMPROVEMENTS, MFT-21-00-00225-00-RS. Motion declared carried as approved unanimously under Consent Agenda.

Resolution  
R-88-21

**APPROVE**  
**PURCHASE/**  
**TELESCOPIC**  
**BOOM LIFT**

Consent Agenda

Moved by Moylan, seconded by Smith to Approve Resolution R-92-21, A RESOLUTION APPROVING AN AGREEMENT WITH UNITED RENTALS (NORTH AMERICA), INC FOR THE PURCHASE OF A TELESCOPIC BOOM LIFT. Motion declared carried as approved unanimously under Consent Agenda.

Resolution  
R-92-21

**AWARD BID/ 2021**  
**SEWER LINING**  
**PROJECT/HOERR**  
**CONSTRUCTION**

Consent Agenda

Moved by Moylan, seconded by Smith to Approve Resolution R-93-21, A RESOLUTION APPROVING AN AGREEMENT WITH HOERR CONSTRUCTION, INC FOR SEWER LINING AS PART OF THE 2021 CAPITAL IMPROVEMENT PROJECT. Motion declared carried as approved unanimously under Consent Agenda.

Resolution  
R-93-21

**APPROVE**  
**MINUTES**  
**Consent Agenda**

Moved by Moylan, seconded by Smith to Approve the Minutes of the City Council meeting of May 3, 2021, as published. Motion declared carried as approved unanimously under Consent Agenda.

**REPORT OUT BY**  
**COMMITTEE ON**  
**COMMITTEES**

Committee Recommendation of Appointments and Designation of Chairs are as follows:

**Building Code**

Chairman: Smith  
Vice-Chair Oskerka  
Member Moylan

**Community Development**

Chairman: Chester  
Vice-Chair Brookman  
Member 8<sup>th</sup> Ward TBD

**Community Services**

Chairman: 8<sup>th</sup> Ward TBD  
Vice-Chair Lysakowski  
Member Smith

**Engineering**

Chairman: Lysakowski  
Vice-Chair Zadrozny  
Member Oskerka

**Finance and Administration**

Chairman: Zadrozny  
Vice-Chair Moylan  
Member Chester

**Legal and Licensing**

Chairman: Brookman  
Vice-Chair Chester  
Member Lysakowski

**Public Safety**

Chairman: Oskerka  
Vice-Chair 8<sup>th</sup> Ward TBD  
Member Brookman

**Public Works**

Chairman: Moylan  
Vice-Chair Smith  
Member Zadrozny

Moved by Chester, seconded by Lysakowski, to approve RESOLUTION R-94-21: A RESOLUTION DESIGNATING THE CHAIRS, VICE-CHAIRS AND MEMBERS OF THE STANDING COMMITTEES OF THE DES PLAINES CITY COUNCIL.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka,  
Zadrozny, Brookman, Chester, Smith  
NAYS: 0 - None  
ABSENT: 0 - None

Motion declared carried.

## **NEW BUSINESS:**

### **FINANCE & ADMINISTRATION** – Alderman Zadrozny, Chairman

#### **WARRANT REGISTER**

Alderman Zadrozny presented the Warrant Register for consideration.

Moved by Zadrozny, seconded by Lysakowski, to approve the Warrant Register of May 17, 2021 in the Amount of \$3,011,537.70 and approve Resolution R-89-21. Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka  
Zadrozny, Brookman, Chester, Smith  
NAYS: 0 - None  
ABSENT: 0 - None

Motion declared carried.

#### **Resolution R-89-21**

### **COMMUNITY DEVELOPMENT** – Alderman Chester, Chairman

#### **CLASS 6B CLASSIFICATION FOR THE PROPERTY LOCATED AT 555 HOWARD AVENUE**

Community and Economic Development Director Mike McMahon reviewed a memorandum dated May 6, 2021.

Bridge Industrial Acquisition, LLC is the contract purchaser of 555 Howard Avenue. Bridge has filed a 6b application with the City in order to apply for a Cook County Class 6b Property Tax Incentive in the future.

The property is owned and operated by Nu-Way Industries, Inc. and consists of 12.35 acres containing a 291,644 square-foot functionally obsolete industrial facility. Bridge intends to lease-back the property to Nu-Way for a five-year term then demolish the existing facility and construct a new modern industrial building.

Once Nu-Way Industries has vacated the property, Bridge will demolish facilities, clean the site of any environmental contaminants, and redevelop it with a state-of-the-art precast concrete, steel and glass, industrial building valued at \$8,000,000. The proposed construction will be a speculative building which means that there is not an identified user at the moment. However, given Des Plaines' strategic location and a strong industrial market, the applicant finds that the investment is advantageous.

At that time, Bridge will apply to Cook County for a 6b Tax Incentive under New Construction. Bridges' request to the City of Des Plaines is to approve the supporting resolution now in order to satisfy Bridges' financial partners and acquire the property.

#### **Resolution R-90-21**



## Assessment of Tax Impact Scenarios:

1. Estimate Property Taxes as-is with vacancy relief in 2028: \$295,177
2. Estimated Property Taxes with proposed improvements without a 6b in 2028: \$1,345,588
3. Estimated Property Taxes with proposed improvements with a 6b in 2028: \$538,235

Staff recommended approval of Resolution R-90-21.

Moved by Brookman, seconded by Zadrozny, to approve the Resolution R-90-21, A RESOLUTION RECOMMENDING THE CITY'S SUPPORT OF AND CONSENT TO A PROSPECTIVE CLASS 6B CLASSIFICATION FOR THE PROPERTY LOCATED AT 555 HOWARD AVENUE, DES PLAINES, ILLINOIS. Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka  
Zadrozny, Brookman, Chester, Smith

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

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

**Ordinance  
Z-32-21**

Community and Economic Development Director Mike McMahon reviewed a memorandum dated March 24, 2021.

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.

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 existing one-story 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; 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.

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. 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 Saturday, 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.

The Planning and Zoning Board recommended (5-0) that the City Council approve the request with two new conditions.

Staff recommended approval of Ordinance Z-32-21 with ten conditions.

Moved by Lysakowski, seconded by Zadrozny, to approve the 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

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka  
Zadrozny, Brookman, Chester, Smith

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

Moved by Lysakowski, seconded by Moylan, to Advance to Second Reading and adopt the 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. Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka  
Zadrozny, Brookman, Chester, Smith

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

### **PUBLIC SAFETY** – Alderman Oskerka, Chairman

#### **PURCHASE RESCUE SQUAD APPARATUS FROM ALEXIS FIRE EQUIPMENT**

#### **Resolution R-63-21**

Alderman Oskerka presented the purchase request for the Alexis Mini-Rescue Apparatus.

The Alexis Mini-Rescue Apparatus is a new rescue squad vehicle for the Fire Department. This unit would be the final piece of equipment to complete the planned operational modifications in the Fire Department. This unit would be a multi-purpose vehicle utilized for both EMS and Fire type responses. When staffed or cross staffed, this unit would be the primary EMS assist vehicle in a larger geographical area to limit the need for a fire suppression unit (Engine or Truck) to respond. After review of industry equipment available, the Alexis 12' Response One Apparatus Body mounted on a Ford F-550 chassis was chosen by Fire Department and Public Works Vehicle Maintenance staff to best fit the City's needs. Alexis Fire Equipment, located in Alexis, IL, is the equipment manufacturer and service center. During the equipment review

process of competitive companies, including Maintainer Custom Bodies, Fouts Brothers, and Ward Apparatus, it was noted that these manufacturing locations are located in Iowa, Georgia, and New York respectively which could result in reliability issues with service and repair parts availability. The Alexis MiniRescue Apparatus unit is available through HGAC Buy, which is a cooperative purchasing entity for government and educational agencies of which the City is a member. Per HGAC Buy Contract #FS12-19, this item can be purchased from Alexis Fire Equipment in the amount of \$223,430.

Staff recommended the purchase of an Alexis Mini-Rescue Apparatus through HGAC Buy Contract #FS12-19 from Alexis Fire Equipment.

Alderman Oskerka recommended tabling Resolution R-63-21 for further review and discussion.

Moved by Oskerka, seconded by Brookman, to table until the next City Council Meeting on June 7, 2021 the Resolution R-63-21, A RESOLUTION APPROVING THE PURCHASE OF A RESCUE SQUAD APPARATUS FROM ALEXIS FIRE EQUIPMENT. Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka  
Zadrozny, Brookman, Chester, Smith  
NAYS: 0 - None  
ABSENT: 0 - None

Motion declared carried.

**AMENDING AND  
RESTATING THE  
CITY'S FLAG  
POLICY**

**Resolution  
R-91-21**

Mayor Goczowski presented the consideration for Resolution R-91-21.

The City Council will be considering passage of a modification to the municipal flag policy to allow for flying and display of the Rainbow Pride Flag on or over City-owned, leased, or otherwise controlled buildings and property.

Resident Fran Volpe questioned the reason for modifying the Flag Policy to include the Rainbow Pride Flag, and disagrees with the addition due to her view of its connection to a special interest group.

Resident Wayne Serbin believes the change to the Flag Policy is controversial in terms of the legality of the allowance to other future flag requests.

Resident John Maag supports the LGBTQ community; however, believes the other flags listed already cover all members of the community, and is concerned the change could bring future lawsuits to the City.

Moved by Lysakowski, seconded by Moylan, to approve the amendment to Resolution R-91-21, A RESOLUTION AMENDING AND RESTATING THE CITY'S FLAG POLICY. Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka  
Zadrozny, Brookman, Chester, Smith  
NAYS: 0 - None  
ABSENT: 0 - None

Motion declared carried.

Moved by Lysakowski, seconded by Zadrozny, to approve and adopt Resolution R-91-21, A RESOLUTION AMENDING AND RESTATING THE CITY'S FLAG POLICY. Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka  
Zadrozny, Brookman, Chester, Smith  
NAYS: 0 - None  
ABSENT: 0 - None

Motion declared carried.

**CLOSED SESSION**

Moved by Moylan, seconded by Oskerka to adjourn to Closed Session to discuss Property Acquisition, Sale of Property, and Personnel. Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka  
Zadrozny, Brookman, Chester, Smith  
NAYS: 0 - None  
ABSENT: 0 - None

Motion declared carried.

**ADJOURNMENT:**

The meeting adjourned at 7:57 p.m.

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Jessica M. Mastalski – City Clerk

APPROVED BY ME THIS \_\_\_\_\_

DAY OF \_\_\_\_\_, 2021

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Andrew Goczowski, MAYOR

## Public Comments

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**From:** Lily G [REDACTED]  
**Sent:** Friday, May 14, 2021 4:36 PM  
**To:** Public Comments  
**Subject:** Public Comment: Pride Flag

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Please read my comment out loud at the city council meeting on Monday May 17th.

I am a young teen in Des Plaines, and I read about this topic in a Journal and Topics article. Pride flags should be able to be on city owned flag poles no matter what. It doesn't hurt anyone, it shows support to a minority group that is subjected to hate crimes. If Des Plaines can fly American flags then Des Plaines should be able to fly pride flags. I am LGBTQ+, and seeing anything pride related makes me happy, and I know it makes other people happy too. They're bright and colorful, and even if you aren't an LGBTQ+ person, I feel that you can see how pretty it is. Flying pride flags shows that our community is accepting and welcoming.

Lily Garceau  
Des Plaines

## Public Comments

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**From:** Jessie Maag (she-her-hers) [REDACTED]  
**Sent:** Monday, May 17, 2021 11:31 AM  
**To:** Public Comments  
**Subject:** City Council Meeting Public Comment

(Please read my comment at the meeting)

I am in full support of Item 4 in New Business - RESOLUTION R-91-21 which seeks to modify the flag policy at municipal buildings to include the flying of the Rainbow Pride Flag during the month of June. I have several family members and friends in the LGBTQ+ community who either currently live in Des Plaines or grew up here. I have witnessed firsthand the way LGBTQ+ people face bias and prejudice everyday. I feel such pride that our city is fighting to make this change to show that people regardless of gender or sexuality are safe in our community. I would even ask that you consider flying the updated flag which is more inclusive. (See attached image)



Jessie Maag (she/her/hers)  
Des Plaines 4th Ward

## Public Comments

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**From:** Anita Vaughan [REDACTED]  
**Sent:** Monday, May 17, 2021 11:35 AM  
**To:** Public Comments  
**Subject:** City Council Meeting Public Comment

My name is Anita Vaughan of Henry Avenue in Des Plaines . This comment is regarding the flag policy and I would like this read aloud at the meeting.

I support changing the flag policy to allow the rainbow pride flag to be flown at municipal buildings as a sign of welcome and acceptance.

I have seen the pain suffered by LGBTQ+ people rejected by family and facing hatred in their communities. But I have also seen these same people lifted up by acceptance and love.

I had a "love is love" bumper sticker on my car for years. One day, 6 years ago, a teenaged neighbor rang my doorbell. They thanked me for having the sticker on my car and gave me a hug. I learned that they were not only rejected by family for being trans, they suffered constant verbal abuse and harassment by the very people who should be offering them love and safety. But something as small as a bumper sticker gave them some comfort and showed them that someone cares.

If a sticker on a car can have that effect, imagine the power of a beautiful rainbow flag.  
Thank you.

**Anita Vaughan, Life-Cycle Celebrant®**

[REDACTED] My pronouns are: SHE/HER

## Public Comments

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**From:** Barbara White [REDACTED]  
**Sent:** Monday, May 17, 2021 12:23 PM  
**To:** Public Comments  
**Subject:** City Council Public Meeting Comments

YES! Our city should definitely fly the Pride flag during pride month (and beyond).

- Topic or agenda item number of interest - Item 4 in New Business - RESOLUTION R-91-21 - modify the flag policy at municipal buildings

Thank you,  
Barbara White  
1454 E. Walnut Ave  
Des Plaines

Sent from my iPhone



## Public Comments

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**From:** Madeleine Doubek [REDACTED]  
**Sent:** Monday, May 17, 2021 12:27 PM  
**To:** Public Comments  
**Subject:** City Council Meeting Public Comment

Please read my comment aloud.

My name is Madeleine Doubek and I am a resident of the 2nd Ward, where I have lived for nearly 20 years now. In reference to **Item 4 in New Business - RESOLUTION R-91-21 - modify the flag policy at municipal buildings**, I would ask council members to please support flying of rainbow and other welcoming flags on municipal buildings. This show of acceptance, support and welcoming is long overdue. It's also a critical show and message to send to our young people at a time when there have been reports of messages of racism and bullying occurring in our middle and high schools. Please send a message of tolerance, welcoming and love for all. Thank you.

## Public Comments

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**From:** Leslie Wester [REDACTED]  
**Sent:** Monday, May 17, 2021 12:34 PM  
**To:** Public Comments  
**Subject:** City Council Meeting Public Comment

Good afternoon,

• Name: Leslie Wester • Address (optional) Spruce & Mannheim (5th ward) • City: Des Plaines • Phone (optional): n/a • Organization, agency representing, if applicable: n/a • Topic or agenda item number of interest: New Business, RESOLUTION R-91-21 - modify the flag policy at municipal buildings.

"My name is Leslie Wester, my pronouns are she/her. I am asking you all to vote YES, that the pride flag be flown at municipal buildings during pride month, June, 2021 and every June moving forward. Please support and show solidarity for our LGBTQ+ community by flying the flag. Thank you."

Thank you,  
Leslie Wester

## Public Comments

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**From:** Whitney Waters [REDACTED]  
**Sent:** Monday, May 17, 2021 12:38 PM  
**To:** Public Comments  
**Subject:** City Council Meeting Public Comment

Whitney Waters, 2nd ward  
Re: Flag policy

[Please read during meeting]

Des Plaines should join neighboring suburbs who openly support and celebrate inclusivity of its LGBTQ+ citizens and visitors. Buffalo Grove launched its own Pride Parade a couple of years ago, and was a resounding pre-COVID success. June is Pride Month in some form or another worldwide, and acknowledges the human rights struggle and positive impact and accomplishments of our LGBTQ+ brothers and sisters. As a Des Plaines citizen, I stand proud for my LGBTQ+ neighbors and ask that my city do the same.

## Public Comments

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**From:** Yousuf-Abramson, Sheila [REDACTED]  
**Sent:** Monday, May 17, 2021 12:54 PM  
**To:** Public Comments  
**Subject:** City Council Meeting Public Comment

Good Afternoon,

My name is Sheila Yousuf-Abramson and I have been a Des Plaines resident for over 13 years. I am asking that you vote 'YES' on Item 4 in New Business (Resolution R-91-21) to modify the flag policy to include the Rainbow Pride Flag over the municipal buildings in recognition of Pride Month in June. My hope is that we recognize and stand in solidarity with LGBTQ+ communities now and going forward.

Thanks so much for your time and consideration,

Sheila Yousuf-Abramson

Sent from [Mail](#) for Windows 10

## Public Comments

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**From:** april h l <[REDACTED]>  
**Sent:** Monday, May 17, 2021 1:21 PM  
**To:** Public Comments  
**Subject:** City Council Meeting Public Comment  
**Attachments:** new-pride-flag-01.jpg

Hello,

My name is April Llewellyn (pronouns are she/her) and I am a new resident of Des Plaines. As a member of the LGBTQ+ community, I'm asking you to vote YES to fly the Pride flag during June 2021 and in future Pride months as well. Pride is a way to recognize and support the rights of LGBTQ people and promote equality for all.

If able, I also recommend the Progress Pride flag (attached) which includes stripes in honor of our Black, brown, and trans community members as well.

Thank you for creating an inclusive Des Plaines.

best wishes,  
April Llewellyn

## Public Comments

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**From:** Tina Garrett [REDACTED]  
**Sent:** Monday, May 17, 2021 1:38 PM  
**To:** Public Comments  
**Subject:** City council meeting public comment Flag Policy

Please read during the meeting

I want to thank the city for reviewing the flag policy and including the Rainbow Pride Flag to the agenda. We all wish to live in a world where we so not need to fly a Flag to let others know they are supported, but with suicides amongst the LGBTQ+ community on the rise and discrimination occurring on a daily basis we don't have the option to not let our commitment to the community not be shown. I encourage all those who feel they have a Flag supporting a community that also faces discrimination to apply for their Flag to be flown. We are a community of diversity and should come together to support our fellow neighbors ❤️

## Public Comments

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**From:** Steve Vaughan [REDACTED]  
**Sent:** Monday, May 17, 2021 1:43 PM  
**To:** Public Comments  
**Subject:** City Council Meeting Public Comment

Hi. My name is Steve Vaughan and I live in Des Plaines. I'd like this comment read during this evening's meeting. It's regarding Des Plaines' **flag policy**.

I've lived in Des Plaines for over 21 years, and I would like the LGBTQ flag flown on the city's flagpoles. I think it's a nice symbol to let everyone know that LGBTQ people or any other marginalized group know that they're welcome to our great community.

I'm happy living here among a diverse group of people with different viewpoints, politics, and identities.

Sincerely,

Steve Vaughan



## Public Comments

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**From:** colin tysoe <[REDACTED]>  
**Sent:** Monday, May 17, 2021 2:25 PM  
**To:** Public Comments  
**Subject:** City Council Meeting Public Comment -5-17-21

Re: RESOLUTION R-91-21 - modify the flag policy at municipal buildings

In 2016 after the Orlando nightclub shooting I was walking towards the Des Plaines library. I noticed that a rainbow flag was flying above the building. At the same time I saw a young girl leaving the library wearing a rainbow dress. At that time I was proud to be a Des Plaines resident, with all the support, diversity and inclusivity that I value in the city.

Later, I heard the city council had made a special effort to avoid the flag being flown again. I was saddened by this reaction.

I hope the proposal at tonight's meeting gets approval and I urge all members of the council to fully support it.

Regards,

Colin Tysoe  
Des Plaines

(This comment can be shared at the meeting)



## Public Comments

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**From:** Lili Vaughan [REDACTED]  
**Sent:** Monday, May 17, 2021 2:25 PM  
**To:** Public Comments  
**Subject:** City Council Meeting Public Comment

Hi! My name is Lili Vaughan. I'm a lesbian teen from Des Plaines and flying the Pride Flag on city-owned polls at municipal buildings would mean the world to me. A public display of acceptance, solidarity, and celebration is something that is hard to express the magnitude of. For kids in Des Plaines that are not out yet and fearing rejection and hate, seeing their community celebrated and represented throughout the city could make all the difference in the world.

Lili Vaughan  
1358 Henry Ave, Des Plaines, IL 60016  
[REDACTED]

Pride Flags for June

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Lili Vaughan  
(she/her)

## Public Comments

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**From:** Kelly Maron Horvath [REDACTED]  
**Sent:** Monday, May 17, 2021 2:26 PM  
**To:** Public Comments  
**Subject:** City Council Meeting Public Comment

Hello,

I am unable to attend the meeting this evening but would like my comment read aloud during tonight's meeting.

Topic: Flag Policy

Name: Kelly Horvath, Des Plaines 2nd Ward Resident

Comment: I would like to express my support for a change in the city's flag policy to allow the Rainbow Pride Flag to be flown over municipal buildings during Pride Month. This is an important step in furthering Des Plaines' commitment to diversity and inclusion. I was very disappointed several years ago when the former city council changed the code in response to the library hanging a pride flag, barring them and others from doing so despite the pride flag being recognized by the U.S. government and the State of Illinois. This is a chance for the new council to overturn a policy of intolerance and allow this symbol of inclusion in municipal buildings that wish to display it. Thank you.

## Public Comments

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**From:** Nesina Kritikos <[REDACTED]>  
**Sent:** Monday, May 17, 2021 2:43 PM  
**To:** Public Comments  
**Subject:** City Council Meeting Public Comment

Hello, my name is Nesina Kritikos. I am writing regarding Resolution R-91-21. I am asking you all to vote YES, that flying the pride flag should be allowed at municipal buildings. This will be a great way to show solidarity for our LGBTQ+ Community.

## Public Comments

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**From:** Art G [REDACTED]  
**Sent:** Monday, May 17, 2021 2:51 PM  
**To:** Public Comments  
**Subject:** City Council Meeting Public Comment

Re: modify flag policy  
Art Garceau  
Des Plaines

I think it is important to fly the pride flag on city property especially during pride month. Representation and inclusivity matters among marginalized groups like the LGBTQ community. By refusing allow the flying of their flag it highlights the bigotry of the council members who vote "no," and it perpetuates the alienation that the LGBTQ has had to endure for far too long.

## Public Comments

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**From:** Andrew Zero <[REDACTED]>  
**Sent:** Monday, May 17, 2021 2:57 PM  
**To:** Public Comments  
**Subject:** City Council Meeting Public Comment

Andrew Zero  
894 Rose Ave, Des Plaines  
3097509828

My comment is in regards to the passage of a change to the municipal policy to allow for flying the Rainbow Pride Flag during June, or Pride Month. As a member of the LGBTQ community, a gesture such as being able to fly a pride flag is integral for many LGBTQ individuals within Des Plaines feeling heard and represented. With such a change, many will feel supported within their communities and can see themselves being seen by their own city council members and other authorities. Thank you so much!

Sincerely,

Andrew Zero  
he/him/his

## Public Comments

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**From:** jamie wester [REDACTED]  
**Sent:** Monday, May 17, 2021 3:11 PM  
**To:** Public Comments  
**Subject:** City Council Meeting Public Comment

James Wester  
5th Ward  
Des Plaines, IL  
Resolution R-91-21 - Modify the Flag Policy at Municipal Buildings

Hello, my name is James Wester, and I am asking that you vote YES and allow the pride flag to be flown at municipal buildings during pride month, June 2021 and every June moving forward. Please support and show solidarity with our LGBTQ+ community by making this change and flying the pride flag.

Thank you

## Public Comments

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**From:** Becky Pfisterer [REDACTED]  
**Sent:** Monday, May 17, 2021 3:12 PM  
**To:** Public Comments  
**Subject:** City Council Meeting Public Comment

- Name: Becky Pfisterer
- Address (optional): 774 Mark Avenue
- City: Des Plaines, IL 60016
- Phone (optional) [REDACTED]
- Organization, agency representing, if applicable
- Topic or agenda item number of interest - Item 4 in New Business - RESOLUTION R-91-21 - modify the flag policy at municipal buildings

I ask the city council to vote yes in support of modifying the flag policy to allow the pride flag be flown at municipal buildings. Des Plaines is a diverse and inclusive community, and it's important that our city supports the LGBTQ+ community and families. Thank you!



## Public Comments

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**From:** Kyle Severson [REDACTED]  
**Sent:** Monday, May 17, 2021 3:19 PM  
**To:** Public Comments; Sean Oskerka  
**Subject:** City Council Meeting Public Comment

Good afternoon,

My name is Pastor Kyle Severson and I live at 957 Greenview Ave, Des Plaines, a resident of the 3rd Ward. I am an ordained pastor of the Evangelical Lutheran Church in America, currently serving as the Associate to the Bishop of the Metropolitan Chicago Synod, which oversees all of the ELCA Lutheran congregations in Cook, Lake, Kane, and DuPage Counties, including Trinity Lutheran on Algonquin.

I write to encourage you to vote to modify the flag policy at municipal buildings with RESOLUTION R-91-21 to include the Rainbow Pride flag.

My husband and I bought a house and moved to Des Plaines in July 2020 sensing this was a community that valued diversity, but a change like this, and flying the rainbow flag during the month of June, would help to explicitly state that value to all who visit our city.

Please vote 'yes' to modify the code.

Peace,  
Pastor Kyle Severson

The Rev. Kyle Severson

(*he, him, his*)  
Associate to the Bishop  
Metropolitan Chicago Synod ELCA  
1420 W. Dickens Avenue  
Chicago, IL 60614-3004  
(office) 773-248-0021  
[REDACTED]



## Public Comments

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**From:** Leslie Wester [REDACTED]  
**Sent:** Monday, May 17, 2021 3:50 PM  
**To:** Public Comments  
**Subject:** Re: City Council Meeting Public Comment

Good afternoon,

If at all possible, I would love to amend my initial statement to include one small part, that it is International Day against homophobia, transphobia, and biphobia. Also, I was not clear in my initial request but I would like my statement read at tonight's meeting.

• Name: Leslie Wester • Address (optional) Spruce & Mannheim (5th ward) • City: Des Plaines • Phone (optional): n/a • Organization, agency representing, if applicable: n/a • Topic or agenda item number of interest: New Business, RESOLUTION R-91-21 - modify the flag policy at municipal buildings.

Statement: "My name is Leslie Wester, my pronouns are she/her. I am asking you all to vote YES, that the pride flag be flown at municipal buildings during pride month, June, 2021 and every June moving forward. Today is International Day against homophobia, transphobia, and biphobia. Let us celebrate by showing support and solidarity for our LGBTQ+ community by flying the flag. Thank you."

Thank you,  
Leslie Wester

On Monday, May 17, 2021, 12:33:38 PM CDT, Leslie Wester [REDACTED] wrote:

Good afternoon,

• Name: Leslie Wester • Address (optional) Spruce & Mannheim (5th ward) • City: Des Plaines • Phone (optional): n/a • Organization, agency representing, if applicable: n/a • Topic or agenda item number of interest: New Business, RESOLUTION R-91-21 - modify the flag policy at municipal buildings.

"My name is Leslie Wester, my pronouns are she/her. I am asking you all to vote YES, that the pride flag be flown at municipal buildings during pride month, June, 2021 and every June moving forward. Please support and show solidarity for our LGBTQ+ community by flying the flag. Thank you."

Thank you,  
Leslie Wester

## Public Comments

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**From:** Pratiksha Bhattacharyya <[REDACTED]>  
**Sent:** Monday, May 17, 2021 4:26 PM  
**To:** Public Comments  
**Subject:** City Council Public Meeting

Hi My name is pratiksha bhattacharyya and I live in Des plaines. I hope your guys consider approving changing the municipal flag policy to allow the rainbow flag to be flown during June. Des Plaines is such a diverse community and by approving this change it is not only a step towards inclusion of all but also shows support for diversity and celebrates individuality.

## Public Comments

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**From:** alison erickson [REDACTED]  
**Sent:** Monday, May 17, 2021 4:29 PM  
**To:** Public Comments  
**Subject:** City Council Meeting Public Comment

Name - Alison Erickson  
Address- 84 Westfield Ln, Des Plaines

Topic or agenda item number of interest - Item 4 in New Business - RESOLUTION R-91-21 - modify the flag policy at municipal buildings

Comment may be read during meeting.

**Comment:**

It is time to do the right thing and allow the pride flag to be flown on city flagpoles. We are an incredibly diverse community and we should be able to show support to our LGBTQ+ friends and neighbors. Over my life I have seen an incredible change in the hearts and minds of this country through constant awareness and education; we need to push on as a supportive and welcoming community, with the city of Des Plaines as a reflection of its constituents, to make it clear that we value LGBTQ+ Des Plainesians, we celebrate the progress of society, and we yearn for even greater acceptance and equality.

Thank you,  
Alison Erickson

## Public Comments

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**From:** David Coronado & Patrick Downey [REDACTED]  
**Sent:** Monday, May 17, 2021 4:46 PM  
**To:** Public Comments  
**Subject:** City Council Meeting Public Comment

Re: Item 4 in New Business-Resolution R-91-21-Modify the flag policy at municipal buildings

Hello, As a gay male couple living in Des Plaines since 2010 my husband & I were happy to hear that flying the rainbow flag during June was being considered. We feel this would be a welcoming reminder how far we've all come. Growing up in the 1970's I had no LGBT role models (except in jokes). It made life challenging. But with each step of inclusivity that our society creates myself & people like me feel even more a part of the community. Please consider doing this.

David Coronado & Patrick Downey  
1983 Ash St. Des Plaines IL 60018  
[REDACTED]

[Sent from the all new AOL app for iOS](#)



FINANCE DEPARTMENT

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

MEMORANDUM

Date: May 26, 2021  
To: Michael G. Bartholomew, City Manager  
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance  
Subject: Resolution R-102-21, June 7, 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 June 7, 2021 Warrant Register Resolution R-102-21.

Warrant Register.....\$6,132,079.81

**Estimated General Fund Balance**

Balance as of 03/31/2021: \$22,465,695

*Please use caution when evaluating this number as revenues fluctuate dramatically from month to month due to delays in receiving sales tax revenue from the State and 1<sup>st</sup> & 2<sup>nd</sup> installments of property tax revenue.*

**CITY OF DES PLAINES**

**RESOLUTION**

**R-102-21**

**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.**

**June 7, 2021**

# City of Des Plaines

## Warrant Register 06/07/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 100 - General Fund</b>					
<b>Department: 00 - Non Departmental</b>					
1	4630	Resident Ambulance Fees	1459 Blue Cross Blue Shield of Illinois	DPIL-200029482:1 Medical Reimbursement DOS 08/08/2020	730.35
2	4630	Resident Ambulance Fees	8287 Medicaid Illinois	DPIL-200031830:1 Medical Reimbursement DOS 08/24/2020	1,528.00
<b>Total 00 - Non Departmental</b>					<b>2,258.35</b>

<b>Elected Office</b>					
<b>Division: 110 - Legislative</b>					
3	6000	Professional Services	7692 Advantage Government Strategies LLC	2041 Lobbyist Services April 2021 R-183-20	5,000.00
4	6000	Professional Services	1016 Alfred G Ronan LTD	May 2021 Lobbyist Services - May 2021 - R-182-20	5,000.00
<b>Total 110 - Legislative</b>					<b>10,000.00</b>

<b>Division: 120 - City Clerk</b>					
5	6100	Publication of Notices	1050 Journal & Topics Newspapers	185494 Legal Notice - Asphalt Milling and Repairs 04/21/2021	86.55
6	6100	Publication of Notices	1050 Journal & Topics Newspapers	185526 Legal Notice - Board of Fire and Police Commissioners 04/28/2021	63.47
7	6100	Publication of Notices	1050 Journal & Topics Newspapers	185527 Legal Notice - Parking Structure Repairs 04/28/2021	103.86
8	6300	R&M Software	8214 GovQA LLC	INV479 Freedom of Information Act Software 06/01/2021-05/31/2022	6,075.00
9	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 051021 Water Delivery 04/29/2021	30.44
<b>Total 120 - City Clerk</b>					<b>6,359.32</b>

<b>Total 10 - Elected Office</b>					<b>16,359.32</b>
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<b>City Administration</b>					
<b>Division: 210 - City Manager</b>					
10	6000	Professional Services	8133 Elrod Friedman LLP	4262 4-21 Non-Retainer Matters	204.00
11	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 051021 Water Delivery 04/29/2021	55.40
<b>Total 210 - City Manager</b>					<b>259.40</b>

<b>Division: 220 - Legal</b>					
12	6005	Legal Fees	8133 Elrod Friedman LLP	4034 4-21 Non-Retainer Litigation	1,075.50
13	6005	Legal Fees	8133 Elrod Friedman LLP	APR 2021 RET April 2021 Retainer	18,500.00
14	6009	Legal Fees - Admin Hearings/Prosecutions	1735 Cohen Law Firm PC	05-21 Legal Fees for Administrative Hearings - May 2021	900.00
15	6009	Legal Fees - Admin Hearings/Prosecutions	1073 Bartel, Raymond	21-07 Traffic Court Dates and Administrative Hearings 03/31-04/13/2021	1,470.00



# City of Des Plaines

## Warrant Register 06/07/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
16	6009	Legal Fees - Admin Hearings/Prosecutions	1073 Bartel, Raymond	21-09	Traffic Court and Admin Hearings 04/29-05/13/2021	2,035.00
17	6010	Legal Fees - Labor & Employment	1127 Clark Baird Smith LLP	13939	Legal Fees April 2021	4,997.50
18	6010	Legal Fees - Labor & Employment	8133 Elrod Friedman LLP	4027	4-21 Non-Retainer PSEBA Proceedings	199.50
Total 220 - Legal						29,177.50

<b>Division: 230 - Information Technology</b>						
19	6000	Professional Services	4288 Burwood Group Incorporated	PS-13292-K2K7	UCS Configuration and VMware Install 04/16-04/30/2021	1,000.00
20	6300	R&M Software	1370 Microsystems Inc	084290	Annual Maintenance of BlueLake Software 5/15/21 - 05/14/2022	175.00
21	6300	R&M Software	4715 SHI International Corporation	B13475031	Photo Shop & Creative Cloud Subscriptions 05/14/21-04/16/2022	412.26
22	6305	R&M Equipment	8355 Curvature Technologies LLC	90614127	Server Maintenance Contract 05/01/21-05/31/21	117.00
23	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 051021	Water Delivery 04/29/2021	45.42
24	7320	Equipment < \$5,000	1026 CDW LLC	C575615	Ubiquiti UNFI Dream Machine	395.98
25	7320	Equipment < \$5,000	1026 CDW LLC	C797142	2 RAM Rugged USB Keyboard For PD Squads	576.00
<b>Total 230 - Information Technology</b>						<b>2,721.66</b>

<b>Division: 240 - Media Services</b>						
26	6000	Professional Services	8133 Elrod Friedman LLP	4029	4-21 Non-Retainer Matters	55.00
27	6110	Printing Services	1233 Press Tech Inc	47767	1 Box of Business Cards	20.00
28	6195	Miscellaneous Contractual Services	4715 SHI International Corporation	B13475031	Photo Shop & Creative Cloud Subscriptions 05/14/21-04/16/2022	2,910.57
29	7320	Equipment < \$5,000	1035 Dell Marketing LP	10486366058	Computer Video Edit System for Media Services	4,007.68
<b>Total 240 - Media Services</b>						<b>6,993.25</b>

<b>Division: 250 - Human Resources</b>						
30	5340	Pre-Employment Testing	1015 Alexian Brothers Corporate Health Svcs	718078	PD Pre-Employment Testing 2/19/2021	129.00
31	5340	Pre-Employment Testing	1015 Alexian Brothers Corporate Health Svcs	719828	PW New Hire Pre-Employment Testing 4/23/2021	159.00
32	5340	Pre-Employment Testing	8291 Accurate Employment Screening LLC	AUR2038496	Applicant Background Screenings April 2021	504.75
33	5345	Post-Employment Testing	1015 Alexian Brothers Corporate Health Svcs	719293	DPFD 1st Year Random Testing 03/31/2021	81.00
34	5345	Post-Employment Testing	1015 Alexian Brothers Corporate Health Svcs	719299	FD 1st Year Random Testing 04/01/2021	81.00



# City of Des Plaines

## Warrant Register 06/07/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
35	5345	Post-Employment Testing	1015 Alexian Brothers Corporate Health Svcs	719480 FD 1st Year Random Testing 04/01/2021	81.00
36	5345	Post-Employment Testing	7857 Language Testing International Inc	L43946-IN Language Testing Services 04/26/2021	124.00
37	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 051021 Water Delivery 04/29/2021	18.44
<b>Total 250 - Human Resources</b>					<b>1,178.19</b>

<b>Division: 260 - Health &amp; Human Services</b>					
38	5310	Membership Dues	4626 National Association of Social Workers - NASW	NASW 2021-2022 Membership Dues 07/31/2021-07/30/2022 Community Social Worker	236.00
39	6550	Subsidy - Senior Citizen Cab Service	3344 Taxi One of Des Plaines Inc	0000036 Taxi Cab Voucher Program-April 2021 M-12-11	90.00
40	7000	Office Supplies	1644 Warehouse Direct Inc	4959099-0 Office Supplies: Paper, Pens and Labels	159.49
<b>Total 260 - Health &amp; Human Services</b>					<b>485.49</b>

<b>Total 20 - City Administration</b>					<b>40,815.49</b>
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<b>Department: 30 - Finance</b>					
41	6000	Professional Services	1101 Capital Gains Inc	2597 Investment Management Services 04/01-06/30/2021	2,007.00
42	7000	Office Supplies	1644 Warehouse Direct Inc	4953748-0 1 Voice Message Log & 1 Set of Highlighters	22.06
43	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 051021 Water Delivery 04/29/2021	76.89
44	7200	Other Supplies	2016 Signarama	42053 Engraved Name Plate for Accounting Manager	41.00
<b>Total 30 - Finance</b>					<b>2,146.95</b>

<b>Community Development</b>					
<b>Division: 410 - Building &amp; Code Enforcement</b>					
45	6005	Legal Fees	8133 Elrod Friedman LLP	4024 4-21 Non-Retainer Property Enforcement Matters	1,873.50
46	6005	Legal Fees	8133 Elrod Friedman LLP	4025 4-21 Non-Retainer Property Enforcement Matters	1,821.50
47	6025	Administrative Services	7961 BridgePay Network Solutions LLC	7772 Utility Web & Business License Transaction Fee for April 2021	0.80
48	6310	R&M Vehicles	1036 Des Plaines Car Wash	Jan 2021 City 2 Car Washes for City Vehicles in Jan 2021	6.00
49	7000	Office Supplies	1644 Warehouse Direct Inc	4949175-0 Copy Paper, Tape, Rulers	43.83
50	7000	Office Supplies	1644 Warehouse Direct Inc	4958567-0 2 Boxes Copy Paper, Batteries, Post-It Notes, Notebooks	98.39
51	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 051021 Water Delivery 04/29/2021	97.87
<b>Total 410 - Building &amp; Code Enforcement</b>					<b>3,941.89</b>

# City of Des Plaines

## Warrant Register 06/07/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Division: 420 - Planning &amp; Zoning</b>					
52	6000	Professional Services	3338 Gabriel Environmental Services	0121L0073 Phase 1 Environmental Site Assessment-1358-84 E Oakton - 9/18/20	1,000.00
53	6000	Professional Services	1332 Kane McKenna & Associates	17856 TIF Research Analysis 04/09-04/30/2021	1,150.00
54	6000	Professional Services	2436 Haeger Engineering LLC	86665 Survey for 600 E Algonquin 12/10/2020-02/06/2021	2,596.80
55	6005	Legal Fees	8133 Elrod Friedman LLP	4035 4-21 Non-Retainer Matters	302.50
56	6100	Publication of Notices	1050 Journal & Topics Newspapers	185461 Public Notice-Noxious Weeds, Grass & Trees 04/14/2021	190.41
57	6100	Publication of Notices	1050 Journal & Topics Newspapers	185495 Public Notice for 5/11/21 PZB Meeting - Published 4/21/21	75.73
58	7000	Office Supplies	1644 Warehouse Direct Inc	4949175-0 Copy Paper, Tape, Rulers	43.83
59	7000	Office Supplies	1644 Warehouse Direct Inc	4958567-0 2 Boxes Copy Paper, Batteries, Post-It Notes, Etc.	98.39
<b>Total 420 - Planning &amp; Zoning</b>					<b>5,457.66</b>

<b>Division: 430 - Economic Development</b>					
60	6000	Professional Services	5215 CoStar Realty Information Inc	113948919-1 May 2021 Available Property Database	398.79
<b>Total 430 - Economic Development</b>					<b>398.79</b>

<b>Total 40 - Community Development</b>					<b>9,798.34</b>
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<b>Public Works &amp; Engineering</b>					
<b>Division: 100 - Administration</b>					
61	6025	Administrative Services	7615 Sebis Direct Inc	32793 Utility Bill Rendering Service - Bill Drop Date 04/15/2021	194.17
62	6025	Administrative Services	7961 BridgePay Network Solutions LLC	7772 Utility Web & Business License Transaction Fee for April 2021	42.14
63	6300	R&M Software	6055 Axiom Human Resource Solutions Inc	0000038045 Kronos User Fees - April 2021	178.75
64	7000	Office Supplies	1644 Warehouse Direct Inc	4933166-0 2 Boxes AA, AAA, 9V, C, 1 Box D Batteries	82.29
65	7000	Office Supplies	1644 Warehouse Direct Inc	4933982-0 Highlighters, Pens, 3 Post-Its, 2 Post-It Pads, 4 Flash Drives	138.10
66	7000	Office Supplies	1644 Warehouse Direct Inc	4942999-0 Large Erasers, Composition Books	24.55
<b>Total 100 - Administration</b>					<b>660.00</b>

<b>Division: 510 - Engineering</b>					
67	7000	Office Supplies	1644 Warehouse Direct Inc	4922420-0 AAA and AA Batteries	24.18
<b>Total 510 - Engineering</b>					<b>24.18</b>

# City of Des Plaines

## Warrant Register 06/07/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Division: 520 - Geographic Information Systems</b>					
68	6195	Miscellaneous Contractual Services	1060 Municipal GIS Partners Inc	5541 Geographic Information System Support 04/01-4/30/2021	17,376.17
<b>Total 520 - Geographic Information Systems</b>					<b>17,376.17</b>

<b>Division: 530 - Street Maintenance</b>					
69	6040	Waste Hauling & Debris Removal	8234 Kuusakoski US LLC	A-8464 Battery Recycling - 04/13/2021	1,016.60
70	6115	Licensing/Titles	7859 Schaab, Matthew F	Reimb 04/30/2021 CDL Renewal - Street Operator - 04/30/2021	35.00
71	6135	Rentals	7742 Buttrey Rental Services	297135 Stump Grinder Rental - 03/29-04/01/2021	1,353.00
72	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	4495 916 Trees Trimmed - 04/30/2021, R-168-19	36,314.75
73	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	4706 6 Trees Removed & Stump Restoration - 05/11/2021, R-169-19	4,329.75
74	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	4720 Branch Pick Up - 60016 - 05/10/2021, R-169-19	12,022.00
75	6175	Tree Plantings	1550 Addison Building Material Co	951538 Green Spray Paint - Tree Planting	18.90
76	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	192446 Fertilizer & Weed Control - Downtown - 04/30/2021, R-14-20	769.00
77	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	192448 Landscape Maintenance - Downtown - 04/30/2021, R-3-21	2,356.00
78	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	192449 47 Spring Planters - Downtown - 04/30/2021, R-3-21	8,366.00
79	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	192450 Supplemental Watering - 04/30/2021, R-3-21	400.00
80	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	192451 Mowing - City Owned Property - 04/30/2021, R-27-21	7,940.00
81	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	192452 Spring Annuals - Downtown - 04/30/2021, R-3-21	3,595.00
82	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	192944 Topdress & Seed - Ottawa Retention Pond - 04/23/2021, R-27-21	520.00
83	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	193199 Sod Repairs-1924 Shepherd, 1212 Prospect - 05/07/2021, R-27-21	3,865.00
84	6195	Miscellaneous Contractual Services	2016 Signarama	42062 100 No Parking Signs - July 4th Parade - 05/06/2021	135.00
85	6195	Miscellaneous Contractual Services	1367 Meade Inc	696483 EVP Repair - Golf & River Rd - 05/14/2021	1,466.00
86	6195	Miscellaneous Contractual Services	1367 Meade Inc	696484 EVP Repair - Central & Wolf Rd - 05/14/2021	446.00
87	6195	Miscellaneous Contractual Services	1367 Meade Inc	696485 EVP Repair - Pearson & Miner - 05/14/2021	504.00

# City of Des Plaines

## Warrant Register 06/07/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
88	6325	R&M Street Lights	1044 H&H Electric Co	36626	Street Light Repairs - 03/15/2021, R-78-19	2,047.37
89	6325	R&M Street Lights	1044 H&H Electric Co	36627	Streetlight Repair - Jefferson & Lee - 03/24/2021, R-78-19	2,297.43
90	7030	Supplies - Tools & Hardware	1085 Alexander Equipment Company Inc	177003	Chaps, Lanyard, Drill Bit, Etc.	369.65
91	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	75501	Truck Tools - Trucks 311, 252, & Sign Shop	52.13
92	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	78325	Hardware for Railings @ Businesses in the Downtown Area	50.96
93	7035	Supplies - Equipment R&M	1057 Menard Incorporated	76369	Tank Sprayer & Linseed Oil	54.95
94	7050	Supplies - Streetscape	1047 Home Depot Credit Svcs	8021866	Flower Box Materials	45.87
95	7050	Supplies - Streetscape	1550 Addison Building Material Co	950874	Thread Cut Oil & Oiler	21.82
96	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10384903	5.0 Cu Yds Top Soil - PW E-Waste Building - 05/10/2021	148.25
97	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	75152	4.12 Tons Asphalt - Restoration 719 Prairie- 04/28/2021, R-38-21	173.04
98	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	75235	9.41 Tons Asphalt - Restorations - 04.29/2021, R-38-21	395.22
99	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	76003	1.52 Tons Asphalt - Potholes - 05/11/2021	63.84
100	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	76262	1.05 Tons Asphalt - Potholes - 05/14/2021	44.10
101	7055	Supplies - Street R&M	1057 Menard Incorporated	78682	6 Five-Gallon Buckets	16.44
<b>Total 530 - Street Maintenance</b>						<b>91,233.07</b>

Division: 535 - Facilities & Grounds Maintenance						
102	6000	Professional Services	7619 Henneman Engineering Inc	77282	HVAC Replacement - City Hall - 04/01-04/30/2021, R-180-19	19,502.03
103	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	05-2860	Exterior Pest Control - City Hall & Police Station - 05/01/2021	80.00
104	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	05-2861	Interior Pest Control - City Hall & Police Station - 05/01/2021	193.00
105	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4082817584	Mat Service - Metra Train Station - 04/28/2021	35.00
106	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4083476491	Mat Service - Metra Train Station - 05/05/2021	35.00
107	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4083476529	Mat Service - Police Station - 05/05/2021	122.24
108	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4084152446	Mat Service - Metra Train Station - 05/12/2021	35.00

# City of Des Plaines

## Warrant Register 06/07/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
109	6195	Miscellaneous Contractual Services	5017 United Rent A Fence	43134	Temporary Fence - PW South Parking Lot - 05/23-08/23/2021	450.45
110	6315	R&M Buildings & Structures	8170 F E Moran Inc	003-185329000	Chiller Replacement - City Hall - 03/01-05/07/2021, R-91-20	74,757.20
111	6315	R&M Buildings & Structures	7689 Ambius	016730CS307858	May 2021 Bill for Plant Maintenance	361.94
112	6315	R&M Buildings & Structures	1025 Bedco Inc	097014	No Heat Service Call - 04/14/2021, R-167-19	1,772.70
113	6315	R&M Buildings & Structures	1025 Bedco Inc	097019	HVAC Repair - Fire Station #61 - 04/19/2021, R-167-19	777.05
114	6315	R&M Buildings & Structures	1025 Bedco Inc	097022	Circuit Board Replacement - City Hall - 04/16/2021, R-167-19	550.60
115	6315	R&M Buildings & Structures	1025 Bedco Inc	097044	Filter Change - Gun Range - 05/10/2021, R-167-19	436.00
116	6315	R&M Buildings & Structures	1025 Bedco Inc	097045	Service Contract - May 2021, R-167-19	627.50
117	6315	R&M Buildings & Structures	1025 Bedco Inc	097045	Service Contract - May 2021, R-167-19	627.50
118	6315	R&M Buildings & Structures	7717 Oak Brook Mechanical Services Inc	25419	HVAC Quarterly Inspection - 1486 Miner - 05/01-08/01/2021	400.00
119	6315	R&M Buildings & Structures	7717 Oak Brook Mechanical Services Inc	25420	HVAC Quarterly Inspection - Theatre - 05/01-08/01/2021	1,570.00
120	6315	R&M Buildings & Structures	2027 American National Skyline Inc	303119	Window Cleaning - Metra Train Station - 04/27/2021	244.54
121	6315	R&M Buildings & Structures	1311 Hill/Ahern Fire Protection LLC	8013	Remove Sprinkler Heads - City Hall - 05/13/2021	648.00
122	6315	R&M Buildings & Structures	5214 State Industrial Products	901973482	Drain Maintenance Program 05/07/2021 - City Hall	109.27
123	6315	R&M Buildings & Structures	1237 Pro-Line Door Systems Inc	90285	Overhead Garage Door Repair-Fire Sta #61-04/23 & 04/26/2021	1,608.60
124	6315	R&M Buildings & Structures	1237 Pro-Line Door Systems Inc	90352	Door Repair - Fire Station #63 - 05/06-05/08/2021	2,204.55
125	6315	R&M Buildings & Structures	1544 Fox Valley Fire & Safety Company Inc	IN00434747	Qtrly Fire Alarm Monitoring @ Food Pantry - May-July 2021	210.00
126	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-40410-K2N4	Elevator Inspections - April 2021	424.20
127	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-40410-K2N4	Elevator Inspections - April 2021	212.10
128	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-41636-V3Q1	Monthly Elevator Maintenance - 05/01/2021	424.16
129	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-41636-V3Q1	Monthly Elevator Maintenance - 05/01/2021	212.08
130	7020	Supplies - Safety	1043 WW Grainger Inc	9891384282	Flammable Cabinet	442.00
131	7025	Supplies - Custodial	1029 Cintas Corporation	4082817596	Cleaners, Paper Towels, Air Freshener, Soap, Etc - PW	143.85

# City of Des Plaines

## Warrant Register 06/07/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
132	7025	Supplies - Custodial	1029 Cintas Corporation	4083476616	Custodial Supplies - PW - 05/05/2021	254.43
133	7025	Supplies - Custodial	1029 Cintas Corporation	4084152475	Cleaners, Paper Towels, Air Freshener, Soap, Mat, Etc - PW	143.85
134	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	6173676	Drill Bits & Saw Blade	24.95
135	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	80174	Sockets and Adapters	20.38
136	7030	Supplies - Tools & Hardware	2313 City Electric Supply Company (CES)	DEP/050653	Carbide Hole Cutter - City Hall	33.99
137	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1064064	Cylinder Change - Fire Station #61	30.00
138	7045	Supplies - Building R&M	2480 Just Faucets	196245	Washer for Station 62 Faucet	4.00
139	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	641/2	Fasteners for PW	7.95
140	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	687/2	Gorilla Adhesive & Fabri-Tac Adhesive - City Hall	14.38
141	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	701 /2	2 Rolls Double Sided Tape - City Hall 6th Floor	16.18
142	7045	Supplies - Building R&M	1057 Menard Incorporated	75241	Switch Plates for City Hall 6th Floor	15.95
143	7045	Supplies - Building R&M	1057 Menard Incorporated	77103A	Stain and Wood for 6th Floor	52.75
144	7045	Supplies - Building R&M	1057 Menard Incorporated	77729	Exit Light - PW	39.99
145	7045	Supplies - Building R&M	1057 Menard Incorporated	77904	Galvanized Plugs for PW	6.20
146	7045	Supplies - Building R&M	1057 Menard Incorporated	78271	Wall Base Adhesive, Screw Bit, Anchors & Screws, Etc.- City Hall	43.41
147	7045	Supplies - Building R&M	1057 Menard Incorporated	78364	Wheelbarrow Hanger	9.98
148	7045	Supplies - Building R&M	1057 Menard Incorporated	78702	Glue/Locknuts for City Hall	16.95
149	7045	Supplies - Building R&M	1057 Menard Incorporated	78737	Drywall Compound @ City Hall	16.52
150	7045	Supplies - Building R&M	1057 Menard Incorporated	78942	Glass Repair for PW	43.33
151	7045	Supplies - Building R&M	5214 State Industrial Products	901953757	Primezyme, Fragrance Packs, Batteries - City Hall	333.21
152	7045	Supplies - Building R&M	1043 WW Grainger Inc	9884325136	Eyewash Station - PW	498.00
153	7045	Supplies - Building R&M	1043 WW Grainger Inc	9898857637	Bird Repellent - PW	168.00
154	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	N14140	Door Access Controllers - City Hall - 05/12/2021	4,490.31
155	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	N14183	Door Controller City Hall	637.50
156	7140	Electricity	1033 ComEd	0459113083-04.21	Electricity Service 03/16-04/14/2021	5,713.92

# City of Des Plaines

## Warrant Register 06/07/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
157	7140	Electricity	1033 ComEd	0459113083-05.21	Electricity Service 04/14-05/13/2021	5,665.56
158	7140	Electricity	1033 ComEd	2685017085-04.21	Electricity Service 03/08-04/06/2021	134.78
159	7140	Electricity	1033 ComEd	2685017085-05.21	Electricity Service 04/06-05/05/2021	124.30
160	7140	Electricity	1033 ComEd	4974385007-04.21	Electricity Service 03/11-04/09/2021	24.15
161	7140	Electricity	1033 ComEd	4974385007-05.21	Electricity Service 04/09-05/10/2021	24.27
162	7140	Electricity	1033 ComEd	4974507003-04.21	Electricity Service 03/08-04/06/2021	312.75
163	7140	Electricity	1033 ComEd	4974507003-05.21	Electricity Service 04/06-05/05/2021	332.74
164	7140	Electricity	1033 ComEd	5310654039-04.21	Electricity Service 03/08-04/06/2021	189.10
165	7140	Electricity	1033 ComEd	5310654039-05.21	Electricity Service 04/06-05/05/2021	255.00
166	7140	Electricity	1033 ComEd	5310655063-04.21	Electricity Service 03/08-04/06/2021	389.12
167	7140	Electricity	1033 ComEd	5310655063-05.21	Electricity Service 04/06-05/05/2021	367.89
168	7140	Electricity	1033 ComEd	5310657021-04.21	Electricity Service 03/08-04/06/2021	55.97
169	7140	Electricity	1033 ComEd	5310657021-05.21	Electricity Service 04/06-05/05/2021	45.09
170	7140	Electricity	1033 ComEd	5310658082-04.21	Electricity Service 03/08-04/06/2021	37.06
171	7140	Electricity	1033 ComEd	5310658082-05.21	Electricity Service 04/06-05/05/2021	26.50
172	7140	Electricity	1033 ComEd	5310666002-04.21	Electricity Service 03/08-04/06/2021	743.67
173	7140	Electricity	1033 ComEd	5310666002-05.21	Electricity Service 04/06-05/05/2021	616.71
174	7200	Other Supplies	1057 Menard Incorporated	78967	Bottled Water for City Hall	20.48
<b>Total 535 - Facilities &amp; Grounds Maintenance</b>						<b>131,217.83</b>

Division: 540 - Vehicle Maintenance						
175	6040	Waste Hauling & Debris Removal	8076 Excel Oil Service	E0008631	Remove Waste Oil - 04/26/2021	75.00
176	6135	Rentals	1029 Cintas Corporation	4082750178	Mechanic's Uniform Rental - 04/28/2021	156.54
177	6135	Rentals	1029 Cintas Corporation	4083408759	Mechanic's Uniform Rental - 05/05/2021	156.54
178	6135	Rentals	1029 Cintas Corporation	4084052476	Mechanic's Uniform Rental - 05/12/2021	156.54
179	6195	Miscellaneous Contractual Services	1741 Praxair Distribution Inc	63141275	Cylinder Rental - 03/20-04/20/2021	709.63
180	6305	R&M Equipment	1085 Alexander Equipment Company Inc	175166	Maintenance & Blade Flip - PW 5040	802.67
181	6310	R&M Vehicles	1674 Spring-Align of Palatine, Inc	118174	Paint - Fire 7801 04/27/2021	457.38



# City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
182	6310	R&M Vehicles	1278 Dave & Jim's Auto Body Inc	21274 Wheel Alignment - PW 5043 05/11/2021	65.00
183	6310	R&M Vehicles	1575 Pirtek O'Hare	OH-T00010204 Hydraulic Leak Repair - PW - 04/26/2021	447.79
184	6310	R&M Vehicles	5823 Interstate Power Systems Inc	R042032368:01 Truck Repair - FD 7608 - 04/30/2021	2,693.00
185	6310	R&M Vehicles	8104 MacQueen Emergency Group	W00984 Encoder Belt Installation - Fire 7801 - 04/13-4/14/2021	627.75
186	6310	Supplies - Vehicle R&M	3157 Nemeth Glass of Illinois Inc	161564 Windshield Replacement - Police 6916 - 05/04/2021	723.67
187	7020	Supplies - Safety	4177 Uline Inc	133148472 6 Pairs Gloves	94.70
188	7035	Supplies - Equipment R&M	1062 NAPA of Des Plaines	5741-794627 Battery - Police 6083	127.86
189	7035	Supplies - Equipment R&M	1062 NAPA of Des Plaines	5741-795433 2 Batteries - PW 5005	235.14
190	7035	Supplies - Equipment R&M	1062 NAPA of Des Plaines	5741-795675 Battery Return - PW 5040	(72.00)
191	7035	Supplies - Equipment R&M	1564 EJ Equipment Inc	P03731 2 Blower Cutting Edges - PW 5097	334.18
192	7035	Supplies - Equipment R&M	7649 Altorfer Industries Inc	P6AC0005184 Antifreeze - Police Generator 6101	41.49
193	7040	Supplies - Vehicle R&M	1677 Wholesale Direct Inc	000250928 TAD Control Head - PW 5052	137.93
194	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_178951.02 Hoses, Clamps, Light, & Pigtail - Fire 7703	559.91
195	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_178971 6 Hose Clamps - Fire Stock	16.02
196	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_181706 2 Brake Pads - Fire 7702, Fire 7703	183.06
197	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_181813 Heater Hose & Clamps - Fire Stock	235.69
198	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_181822 10 Clamps & 7 Hose Clamps - Fire Stock	34.66
199	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_182217 Returned Hose Clamps - Fire 7704	(4.20)
200	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0199296 Ignition Coils - Police Stock	100.37
201	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0199297 Ignition Coils - Police Stock	243.81
202	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0201467 7 Tire Sensors - PW Stock	151.55
203	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0201478 Tire Sensor & 6 Bands - PW Stock	123.48
204	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0202915 7 Ignition Coils - Police Stock	289.87
205	7040	Supplies - Vehicle R&M	1045 Havey Communications	10921 20 Programmable Timers - Stock	1,314.90
206	7040	Supplies - Vehicle R&M	1674 Spring-Align of Palatine, Inc	118023 Auto Paint - Fire 7801	234.06
207	7040	Supplies - Vehicle R&M	1085 Alexander Equipment Company Inc	176652 R&R Fenders - PW 5040	1,649.44



# City of Des Plaines

## Warrant Register 06/07/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
208	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-475465	4 Retainers - Fire 7702	15.96
209	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-476257	CV Kit & Flange Yoke - PW 5043	133.68
210	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280120176	15 Tires - Police Stock	2,253.72
211	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280120580	6 Tires - PW 5067, PW 5069, PW Stock	2,478.08
212	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3023216734	ABS Sensor & Air Fittings - PW 5083	174.90
213	7040	Supplies - Vehicle R&M	5573 Henderson Products Inc	332564	15 Cutting Edges - PW Stock	1,957.70
214	7040	Supplies - Vehicle R&M	5573 Henderson Products Inc	336231	Cutting Edges - PW Stock	1,248.00
215	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1250116	Front Hub, Tie Rod Ends, U-Joints - PW 5043	503.71
216	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1250275	Tie Rod Ends & Hub - PW 5043	579.57
217	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1250311	Returned U-Joints, Tie Rod Ends & Hub Return - PW 5043	(497.30)
218	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1251136	20 Clamps - Fire 7702	14.20
219	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	410862577	Wheel - Fire 7802	272.05
220	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	502137P	Indicator & Tube - PW 5076	47.60
221	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	502559P	Seat Pad - Police 6916	74.66
222	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	502564P	Fog Light - Police 6916	39.66
223	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	502967P	Brake Cable - PW 5064	58.70
224	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	503235P	Door Panel - Police 6097	87.38
225	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	503320P	Dip Stick - PW 5067	19.20
226	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-793953	Filters, Light Bulbs, Fuse, Brake Quiet - PW Stock	111.00
227	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-793954	Returned Brake Quite & Seals - PW 5051	(110.36)
228	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-794341	Brake Calipers - PW 5051	225.16
229	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-794663	Filters & Lights - PW Stock	137.89
230	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-794685	Brake Pads, Rotors, & Filter - Police 6916	258.80
231	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-794737	10 Miniature Bulbs - PW Stock	4.10
232	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-794739	Brake Shoes & Drums - PW 5083	512.60

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
233	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-794777	Core Deposit Returned - PW 5051	(86.42)
234	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-795361	2 Air Filters - Fire 7703	72.75
235	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-795412	8 Spark Plugs - Police 6916	47.60
236	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-795622	Battery - PW 5040	274.88
237	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-795796	Hose Clamp - Fire 7702	86.16
238	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-795848	Air Filters - Fire 7702	63.70
239	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-796010	Filters - PW Stock	103.98
240	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-796040	LED Tail Lights - Police 6901	40.48
241	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	8866311	Fuses, Electrical Connections, Brass Fittings, Etc - PW Stock	368.93
242	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	8867394	Brass Fittings, Teflon Tape, Clevis Pins, Etc - PW Stock	366.84
243	7040	Supplies - Vehicle R&M	1550 Addison Building Material Co	951231	4 Soda Blasts - Fire 7801	183.40
244	7040	Supplies - Vehicle R&M	5985 Winter Equipment Company Inc	IV47472	2 Plow Blades - PW 5019	2,401.23
245	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P08889	Encode Seal Kit - Fire 7801	241.71
246	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P09018	6 Whelen Lights - FD 7608	59.81
247	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P09020	Desiccant Plug, Sheave Assemblies - FD 7801	862.13
248	7040	Supplies - Vehicle R&M	4328 Batteries Plus Bulbs (#490)	P39398983	4 Batteries - PW 8020, PW 5084, Police 6068, Police 6094	342.21
249	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101024832:01CR	Returned DEF Lines - PW 5091 Ref Inv X101025736:01	(454.90)
250	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101029903:02	Starter - Fire Stock	232.30
251	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101031714:01	2 Coolant Lines - Fire 7702 & 7703	463.14
252	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101032225:01	Stabilizer Link & Bushings - Fire 7703	113.96
253	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101032225:02	Antifreeze - Fire Stock	303.84
254	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101032264:01	Radiator, Hoses, & Clamps - Fire 7706	1,535.66
255	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101033094:01	Air Restrict Gauge & Trim Panel - Fire 7702	155.09
256	7120	Gasoline	8331 Avalon Petroleum Company Inc	466995	5,300 Gals Unleaded Gasoline - 05/05/2021, R-163-20	10,826.23

# City of Des Plaines

## Warrant Register 06/07/2021

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257	7120	Gasoline	7349 Wex Inc	71626037	Fuel Usage - April 2021	711.07
258	7130	Diesel	8331 Avalon Petroleum Company Inc	023531	2,000 Gals 5% Bio Diesel Fuel - 05/05/2021, R-163-20	3,514.20
259	7130	Diesel	7349 Wex Inc	71626037	Fuel Usage - April 2021	590.99
260	7320	Equipment < \$5,000	1043 WW Grainger Inc	9900526386	Shop Vac & Batteries - PW Vehicle Maintenance	229.00
<b>Total 540 - Vehicle Maintenance</b>						<b>47,354.06</b>

<b>Total 50 - Public Works &amp; Engineering</b>	<b>287,865.31</b>
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Police Department						
<b>Division: 610 - Uniformed Patrol</b>						
261	5325	Training	1030 City of Chicago	21-101	Police Academy Training New Hires (2 Cadets) 3/1-7/26/2021	3,976.00
<b>Total 610 - Uniformed Patrol</b>						<b>3,976.00</b>

<b>Division: 620 - Criminal Investigation</b>						
262	5325	Training	6632 Walstad, Bruce Alan	4/29/2021	Investigating Child Abductions 5/10-5/11/2021 (1 Det)	150.00
263	6195	Miscellaneous Contractual Services	1517 Trans Union LLC	04151549	Investigations Database 3/26-4/25/2021	180.55
264	6195	Miscellaneous Contractual Services	1572 LexisNexis Risk Solutions	1037713-20210430	Investigations Database April 2021	305.25
265	6195	Miscellaneous Contractual Services	1683 Thomson Reuters	844304371	Investigations Database April 2021	324.15
<b>Total 620 - Criminal Investigation</b>						<b>959.95</b>

<b>Division: 630 - Support Services</b>						
266	6015	Communication Services	1027 Call One	402836	Communication Service 05/15-06/14/2021	34,322.13
267	6110	Printing Services	1222 Rydin Decal	379104	2021-2022 License Sticker for Cab, Taxi & Chauffeur 05/04/2021	696.87
268	6110	Printing Services	1233 Press Tech Inc	47783	2 Boxes of Business Cards 4/30/2021	40.00
269	6110	Printing Services	1233 Press Tech Inc	47820	1 Box of Business Cards 4/30/2021	20.00
270	6110	Printing Services	1142 Copyset Printing Company	59350	80 Daily Activity Sheet Pads 05/10/2021	400.00
271	6185	Animal Control	1266 Northwest Animal Hospital PC	00434922	Stray Animals April 2021 (7)	1,164.50
272	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8181990880	Shredding Services PD 4/9, 4/16, 4/23/2021	417.03
273	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	9444005579	Credit for 3/19 Service - Ref Inv 8181795866	(80.86)
274	6300	R&M Software	8154 DACRA Tech LLC	DT 2021-04-01	DACRA Tech Software Support Fee 05/01-10/24/2021	4,849.80
275	6310	R&M Vehicles	1036 Des Plaines Car Wash	Apr 2021 Police	19 Squad Washes April 2021	115.00

# City of Des Plaines

## Warrant Register 06/07/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
276	6310	R&M Vehicles	1036 Des Plaines Car Wash	Jan 2021 City	2 Car Washes for City Vehicles in Jan 2021	6.00
277	6310	R&M Vehicles	1036 Des Plaines Car Wash	Jan 2021 Police	23 Car Washes Jan 2021	138.00
278	7015	Supplies - Police Range	4775 Maxon Shooter Supplies	05/18/2021	4000 Rds of 124gr 9MM FMJ	2,400.00
279	7200	Other Supplies	1644 Warehouse Direct Inc	4948023-0	Plastic Spoons, Paper Plates	106.98
280	7300	Uniforms	5705 Artistic Engraving	16675	Retirement Badge, Wallet and Mount (1 Ofc, 1 Sgt)	534.54
281	7320	Equipment < \$5,000	3014 Motorola Solutions Inc	8281153716	Radio Mics (20), Radio Antennas (20)	2,288.00
Total 630 - Support Services						47,417.99

<b>Total 60 - Police Department</b>	<b>52,353.94</b>
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Fire Department						
<b>Division: 100 - Administration</b>						
282	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8181827054	On-Site Shredding 04/02/2021 - Station #61	83.54
<b>Total 100 - Administration</b>						<b>83.54</b>

<b>Division: 710 - Emergency Services</b>						
283	6000	Professional Services	8192 Rebound	1819	Consulting-Orthopedic Patient Navigator Contract May 2021	823.39
284	6035	Dispatch Services	5067 Regional Emergency Dispatch Center	164-21-06	R-141-13 Monthly Dispatch Services June 2021	61,872.00
285	6035	Dispatch Services	5973 Emergency Twenty Four Inc	31814	Elevator Alarm Dispatch April 2021	2,167.00
286	6195	Miscellaneous Contractual Services	8263 Eagle Engraving Inc	2021-2075	Chrome Plated Display Fire Axe, Axe Handle 04/22/2021	230.00
287	6195	Miscellaneous Contractual Services	7779 FNX Coyote LLC	20210420A	Maltese Cross Plaque & Engraving 04/20/2021	130.00
288	7025	Supplies - Custodial	8019 Ferguson Facilities	0252740-2	7 Liquid Soaps	132.93
289	7025	Supplies - Custodial	8019 Ferguson Facilities	0271131	8 Liquid Soaps	151.92
290	7025	Supplies - Custodial	8019 Ferguson Facilities	0296113	100 Bar Mops	749.00
291	7025	Supplies - Custodial	8019 Ferguson Facilities	0296114	Cleaners, Detergent, Can Liners, Tissue, etc.	2,101.65
292	7025	Supplies - Custodial	8019 Ferguson Facilities	0296114-1	2 Scrub Sponges, 8 Liquid Soaps	262.90
293	7025	Supplies - Custodial	8019 Ferguson Facilities	0296114-2	2 Extreme Custom Car Wash	134.66
294	7035	Supplies - Equipment R&M	7261 FireCraft Safety Products LLC	21-1069	Sensit HXG-2d With 2610 Sensor	514.43
295	7200	Other Supplies	1147 Zoll Medical Corp	3277971	3 Reusable Patient Cables, 3 Adult Reusable SPO2 Sensors	1,504.50
296	7200	Other Supplies	7809 Turning Out Solutions	712	18 Hose Straps	159.00
297	7200	Other Supplies	3297 Bound Tree Medical LLC	84056902	2 Trauma Bag Semi Rigid Cases	561.98
298	7200	Other Supplies	1571 Welding Industrial Supply	R02705145	19 Cylinders, Balloon Filler, April 2021	199.78
299	7300	Uniforms	3212 On Time Embroidery Inc	82969	Responder Jacket - Paramedic	289.00

# City of Des Plaines

## Warrant Register 06/07/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
300	7300	Uniforms	3212 On Time Embroidery Inc	83774 2 Cargo Station Pants - Paramedic	124.00
301	7300	Uniforms	3212 On Time Embroidery Inc	85493 2 Polo's - Paramedic	84.00
302	7300	Uniforms	3212 On Time Embroidery Inc	85495 2 Polo's - Engineer	84.00
303	7300	Uniforms	3212 On Time Embroidery Inc	85496 Tactical Fleece Jacket, 2 B/C Collars, Nameplate -Div Chief	164.00
304	7300	Uniforms	3212 On Time Embroidery Inc	86701 Twill Cap - Paramedic	19.00
305	7320	Equipment < \$5,000	1080 Air One Equipment Inc	168261 2 Pair Rubber Boots, Engineer & Deputy Chief	350.00
306	7320	Equipment < \$5,000	2240 United Radio Communications	204001482-1 15 Impres Batteries	2,156.99
307	7320	Equipment < \$5,000	7261 FireCraft Safety Products LLC	21-1820 10 Pellistor Sensors	2,278.75
308	7320	Equipment < \$5,000	7261 FireCraft Safety Products LLC	Gold 4-Gas (5) Credit For Try it Gold 4-Gas Units	(1,375.00)
<b>Total 710 - Emergency Services</b>					<b>75,869.88</b>

<b>Division: 720 - Fire Prevention</b>					
309	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 051021 Water Delivery 04/29/2021	27.93
<b>Total 720 - Fire Prevention</b>					<b>27.93</b>

<b>Division: 730 - Emergency Management Agency</b>					
310	6015	Communication Services	1936 DTN LLC	5931964 2021 Weather Billing and Support for EMA 5/8/21-6/7/2021	379.00
311	7000	Office Supplies	1644 Warehouse Direct Inc	4935411-0 Legal Pads, Sharpener, 3x3 Note Pads, 2 Dz Pencils	65.96
<b>Total 730 - Emergency Management Agency</b>					<b>444.96</b>

<b>Total 70 - Fire Department</b>					<b>76,426.31</b>
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<b>Department: 75 - Fire &amp; Police Commission</b>					
312	5340	Pre-Employment Testing	5213 Shaughnessy, Kevin W	05/06/2021 Polygraph Testing Services 04/28-05/06/2021	3,910.00
313	5340	Pre-Employment Testing	5372 COPS & FIRE Personnel Testing Service	106482 Pre-Employment Psychological Testing 04/22-04/23/2021	1,800.00
314	5340	Pre-Employment Testing	1483 Personnel Evaluation Inc	40030 Pre-Employment PEP Billing 04/01-04/30/2021	360.00
315	5340	Pre-Employment Testing	1427 I/O - Industrial Organizational Solutions Inc	C50024A 2021 PD Sergeant Exam & Assessment-2nd Install of 3	13,680.00
316	6010	Legal Fees - Labor & Employment	8133 Elrod Friedman LLP	4036 4-21 Non-Retainer Matters	8,061.00
<b>Total 75 - Fire &amp; Police Commission</b>					<b>27,811.00</b>

<b>Department: 90 - Overhead</b>					
317	6015	Communication Services	1027 Call One	402836 Communication Service 05/15-06/14/2021	11,688.13

# City of Des Plaines

## Warrant Register 06/07/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
318	6030	AMB Fee Processing Services	3640 Andres Medical Billing Ltd	251581	Collection Service for April 2021 Ambulance Fees	7,750.13
Total 90 - Overhead						19,438.26

<b>Total 100 - General Fund</b>	<b>535,273.27</b>
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Fund: 201 - TIF #1 Downtown Fund						
319	6000	Professional Services	2785 Walker Parking Consultants/Engineers Inc	31848200025	Design Services - Civic Deck - 04/01-04/29/2021, R-205-19	4,798.47
320	6195	Miscellaneous Contractual Services	5440 Manusos General Contracting Inc	6188	Theater Construction Serv TO#1 03/29-04/10/2021	27,732.94
321	6315	R&M Buildings & Structures	8288 Prostar Surfaces Inc	5762	Theatre Hardwood Flooring Installation 2/21/21-5/8/21	12,237.00
<b>Total 201 - TIF #1 Downtown Fund</b>						<b>44,768.41</b>

Fund: 230 - Motor Fuel Tax Fund						
322	6330	R&M Traffic Signals	1206 Illinois, State of	60567	Traffic Signal Maintenance 01/01-03/31/2021	10,818.18
323	7140	Electricity	1033 ComEd	0193753007-04.21	Electricity Service 03/11-04/09/2021	78.05
324	7140	Electricity	1033 ComEd	0193753007-05.21	Electricity Service 04/09-05/10/2021	79.63
325	7140	Electricity	1033 ComEd	0237106099-04.21	Electricity Service 03/08-04/06/21	266.67
326	7140	Electricity	1033 ComEd	0237106099-05.21	Electricity Service 04/06-05/05/2021	260.82
327	7140	Electricity	1033 ComEd	0392121005-04.21	Electricity Service 03/08-04/06/2021	148.95
328	7140	Electricity	1033 ComEd	0392121005-05.21	Electricity Service 04/06-05/05/2021	133.83
329	7140	Electricity	1033 ComEd	0445091056-04.21	Electricity Service 03/08-04/06/2021	302.76
330	7140	Electricity	1033 ComEd	0445091056-05.21	Electricity Service 04/06-05/05/2021	279.73
331	7140	Electricity	1033 ComEd	0725000037-04.21	Electricity Service 03/09-04/07/2021	32.30
332	7140	Electricity	1033 ComEd	0725000037-05.21	Electricity Service 04/07-05/06/2021	30.57
333	7140	Electricity	1033 ComEd	1273119011-04.21	Electricity Service 03/09-04/07/2021	2,199.21
334	7140	Electricity	1033 ComEd	1273119011-05.21	Electricity Service 04/07-05/06/2021	2,054.03
335	7140	Electricity	1033 ComEd	1521117181-04.21	Electricity Service 03/08-04/06/2021	331.68
336	7140	Electricity	1033 ComEd	1521117181-05.21	Electricity Service 04/06-05/05/2021	252.61
337	7140	Electricity	1033 ComEd	2493112068-04.21	Electricity Service 03/08-04/06/2021	41.43
338	7140	Electricity	1033 ComEd	2493112068-05.21	Electricity Service 04/06-05/05/2021	36.94
339	7140	Electricity	1033 ComEd	2607132134-04.21	Electricity Service 03/05-04/05/2021	269.91

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
340	7140	Electricity	1033 ComEd	2607132134-05.21	Electricity Service 04/05-05/04/2021	236.41
341	7140	Electricity	1033 ComEd	2644104014-04.21	Electricity Service 03/05-04/05/2021	249.02
342	7140	Electricity	1033 ComEd	2644104014-05.21	Electricity Service 04/05-05/04/2021	213.35
343	7140	Electricity	1033 ComEd	2901166089-04.21	Electricity Service 03/08-04/06/2021	669.67
344	7140	Electricity	1033 ComEd	2901166089-05.21	Electricity Service 04/06-05/05/2021	531.40
345	7140	Electricity	1033 ComEd	2943015087-04.21	Electricity Service 03/23-04/21/2021	14,679.09
346	7140	Electricity	1033 ComEd	3471079047-04.21	Electricity Service 03/08-04/06/2021	34.26
347	7140	Electricity	1033 ComEd	3471079047-05.21	Electricity Service 04/06-05/05/2021	32.38
348	7140	Electricity	1033 ComEd	6045062008-04.21	Electricity Service 03/08-04/06/2021	98.74
349	7140	Electricity	1033 ComEd	6045062008-05.21	Electricity Service 04/06-05/05/2021	86.52
<b>Total 230 - Motor Fuel Tax Fund</b>						<b>34,448.14</b>

Fund: 240 - CDBG Fund						
350	6570	Subsidy - Residential Rehab	1264 North West Housing Partnership	MRP-04 - 5/18/21	Minor Repair Prog Delivery-MRP-04-B-20-MC-17 10/15/20-4/27/21	1,155.70
351	6570	Subsidy - Residential Rehab	8143 Optima Construction & Abatement Inc	MRP-04 - 5/4/21	Minor Repair Program MRP-04, B-20, MC-17 10/15/20-04/27/21	7,000.00
<b>Total 240 - CDBG Fund</b>						<b>8,155.70</b>

Fund: 250 - Grant Projects Fund						
Program: 2520 - Capital Grants						
352	6000	Professional Services	1126 Civiltech Engineering Inc	3556-01	Engr Svcs- Rand Rd Sidepath 01/26-04/30/2021	5,691.28
353	6000	Professional Services	1394 Gewalt Hamilton Associates Inc	5693.000-14	Construction Engr-Lee-Forest Signalization 03/29-04/30/2021	35,339.52
354	6005	Legal Fees	8133 Elrod Friedman LLP	4012	4-21 Non-Retainer IEMA & FEMA Review Phase 4	1,144.00
355	8100	Improvements	5423 KLF Enterprises	2021-Bend-PI	FEMA Pre-Disaster Mitigation Prog Demo Contract 03/17-04/15/2021 R-33-21	49,795.04
<b>Total 2520 - Capital Grants</b>						<b>91,969.84</b>

<b>Total 250 - Grant Projects Fund</b>						<b>91,969.84</b>
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Fund: 260 - Asset Seizure Fund						
Program: 2610 - Customs						
356	8015	Equipment	1091 B&H Photo-Video	187839984	Micro Lens, Flash	1,493.90
<b>Total 2610 - Customs</b>						<b>1,493.90</b>



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## Warrant Register 06/07/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Program: 2620 - DEA</b>					
357	6310	R&M Vehicles	1745 Suburban Accents Inc	30701 Squad # 96 and #99 Graphics and Lettering 4/27/2021	700.00
358	7300	Uniforms	1938 VCG Uniform LTD	26775 Uniforms-Ballistic Vest Cover-Officer	150.00
359	7300	Uniforms	1938 VCG Uniform LTD	26776 Uniforms-Ballistic Vest Cover-Officer	150.00
360	8005	Computer Hardware	7168 Dexon Computer Inc	107152 Wireless Router (3)	2,415.00
361	8005	Computer Hardware	7168 Dexon Computer Inc	107152 Wireless Router (3)	35.00
362	8015	Equipment	6072 Direct Fitness Solutions LLC	0245087-IN Police Department Exercise Equipment Pull Down/Row	2,225.00
<b>Total 2620 - DEA</b>					<b>5,675.00</b>

<b>Program: 2640 - Forfeit</b>					
363	6115	Licensing/Titles	1744 IL Secretary of State	AR63051-2022 Squad # 20 License Plate Renewal (2022)	151.00
<b>Total 2640 - Forfeit</b>					<b>151.00</b>

<b>Total 260 - Asset Seizure Fund</b>					<b>7,319.90</b>
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<b>Fund: 400 - Capital Projects Fund</b>					
364	4120	Local Option Gas Tax	8411 Lehigh Gas Wholesale LLC	414823 Refund for Taxes Paid on Unsold Fuel in Feb 2021	60.34
365	6000	Professional Services	1165 Union Pacific Railroad Company	90106363 Engr Svcs-Rand Rd Side Path 10/01/2018-03/31/2021	10,780.08
366	6005	Legal Fees	8133 Elrod Friedman LLP	4023 4-21 Non-Retainer Litigation	484.50
367	6005	Legal Fees	8133 Elrod Friedman LLP	4261 4-21 Non-Retainer Litigation	178.50
368	8100	Improvements	1086 Arrow Road Construction Company	2020-A-P6 R-125-20 Contractor 2020 CIP Cont A St & ADA Improv 4/26-5/14/21	135,950.73
<b>Total 400 - Capital Projects Fund</b>					<b>147,454.15</b>

<b>Fund: 410 - Equipment Replacement Fund</b>					
<b>Department: 60 - Police Department</b>					
369	8015	Equipment	1045 Havey Communications	10926 Task Order #3 2020 Police Squad Up-Fitting (Squad #96) 04/28/21	4,151.50
370	8015	Equipment	1045 Havey Communications	10935 Task Order #3 2020 Police Squad Up-Fitting (Squad 99) 05/03/21	4,151.50
<b>Total 60 - Police Department</b>					<b>8,303.00</b>

<b>Total 410 - Equipment Replacement Fund</b>					<b>8,303.00</b>
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<b>Fund: 420 - IT Replacement Fund</b>					
371	8000	Computer Software	5068 IT Savvy LLC	01264054 Cisco DUO Multifactor Authentication	3,420.00
372	8000	Computer Software	5952 Neogov	INV-19355 NeoGov HR Onboarding Software 02/12/2021-02/11/2022	11,443.60
<b>Total 420 - IT Replacement Fund</b>					<b>14,863.60</b>



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Fund: 430 - Facilities Replacement Fund						
373	6000	Professional Services	2436 Haeger Engineering LLC	87103	Engineering Services - Civic Deck - 02/01-04/30/2021	3,746.25
374	6000	Professional Services	8130 ECS Midwest LLC	883719	Material Testing - Civic Deck - 04/05-05/01/2021	9,259.75
375	6195	Miscellaneous Contractual Services	5593 Sunbelt Rentals Inc	113181599-0001	Forklift Rental 05/07/2021 - Theater	953.40
376	6315	R&M Buildings & Structures	7350 JLJ Contracting Inc	142443	Shoring Installation - Theater - 12/09/2020	8,440.00
377	6315	R&M Buildings & Structures	7350 JLJ Contracting Inc	142523	North Basement Masonry Infill - Theater - 05/04/2021	3,695.00
378	6315	R&M Buildings & Structures	8364 Super Electric Construction Company	41031	Civic Ctr Prkng Garage Camera Locations/Low Voltage 4/6-4/16/21	19,975.00
379	6315	R&M Buildings & Structures	7146 JOS Services Inc	4257	Plumbing Labor 4/19/21 - Theater	1,000.00
380	6315	R&M Buildings & Structures	7146 JOS Services Inc	4259	Plumbing Labor 4/20/21 - Theater	1,000.00
381	6315	R&M Buildings & Structures	7146 JOS Services Inc	4301	Plumbing Labor 4/21/21 - Theater	1,000.00
382	6315	R&M Buildings & Structures	7146 JOS Services Inc	4302	Plumbing Labor 4/22/21 - Theater	1,000.00
383	6315	R&M Buildings & Structures	7146 JOS Services Inc	4303	Plumbing Labor 4/23/21 - Theater	1,000.00
384	6315	R&M Buildings & Structures	7146 JOS Services Inc	4304	Plumbing Labor 4/26/21 - Theater	1,000.00
385	6315	R&M Buildings & Structures	7146 JOS Services Inc	4305	Plumbing Labor 4/27/21 - Theater	1,000.00
386	6315	R&M Buildings & Structures	7146 JOS Services Inc	4306	Plumbing Labor 4/28/21 - Theater	1,000.00
387	6315	R&M Buildings & Structures	7146 JOS Services Inc	4307	Plumbing Labor 4/29/21 - Theater	1,000.00
388	6315	R&M Buildings & Structures	7146 JOS Services Inc	4308	Plumbing Labor 4/30/21 - Theater	1,000.00
389	6315	R&M Buildings & Structures	7146 JOS Services Inc	4309	Plumbing Labor 5/3/21 - Theater	1,000.00
390	6315	R&M Buildings & Structures	7146 JOS Services Inc	4310	Plumbing Labor at Theatre 5/3/21	1,000.00
391	6315	R&M Buildings & Structures	7146 JOS Services Inc	4311	Plumbing Labor at Theatre 5/4/21	1,000.00
392	6315	R&M Buildings & Structures	7146 JOS Services Inc	4312	Plumbing Labor at Theatre 5/5/21	1,000.00
393	6315	R&M Buildings & Structures	7146 JOS Services Inc	4313	Plumbing Labor at Theatre 5/6/21	1,000.00
394	6315	R&M Buildings & Structures	5440 Manusos General Contracting Inc	6189	Task Order #3-Theatre Construction Services 04/05-05/01/2021 R-47-21	52,148.26
395	6315	R&M Buildings & Structures	4583 Argon Electric Company, Inc	9404	Electrical Services - Theater - 04/19-05/01/2021	9,263.00
396	6315	R&M Buildings & Structures	4583 Argon Electric Company, Inc	9405	Electrical Services - Theater - 04/19-05/01/2021	9,122.00

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397	7045	Supplies - Building R&M	7807 L&W Supply Corporation	1000152414-001	41 Ceiling Tiles - 1486 Miner	4,010.78
398	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	1023061	Tile Supplies for Theatre	366.89
399	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	1030602	Plywood/Fiberboard/Etc for Theatre	340.29
400	7045	Supplies - Building R&M	1187 Scharm Floor Covering	15327	Grout for Theatre	261.25
401	7045	Supplies - Building R&M	1187 Scharm Floor Covering	15330	Grout for Theatre	145.15
402	7045	Supplies - Building R&M	7812 Michael's Signs Inc	16991	Aluminum Work at Theatre	1,705.00
403	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2021211	Building Supplies for Theatre	867.82
404	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2031712	Drywall/Compound/Etc for Theatre	684.15
405	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2722363	Plumbing Supplies Theatre	1,670.56
406	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2722364	Plumbing Supplies Theatre	1,232.65
407	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2723763	Theatre Plumbing Supplies	972.92
408	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2724556	Plumbing Supplies for the Theater	256.58
409	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2725083	Plumbing Supplies for the Theater	1,711.10
410	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2725087	Plumbing Supplies for the Theater	1,382.22
411	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2726372	Plumbing Supplies for Theatre	1,984.03
412	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2727371	19 Water Closet and 6 Urinal Fixtures - Theater	7,975.26
413	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	3021048	XBoard for Theatre	171.78
414	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	3031566	Drywall /Tape/Screws/Etc for Theatre	631.65
415	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4010490	Lumber and Bits for Theatre	880.88
416	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4020799	Steel Studs, Track, Screw Bits, Drywall for the Theater	366.58
417	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4021102A	Duct Tape/Screws/Etc for Theatre	83.82
418	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4030281	Fiberboard for Theatre	241.08
419	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4051241	Sandpaper/Dowels/Fasteners /Etc. for Theatre	440.81
420	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	5011784	Washers/Screws for Theatre	38.49
421	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	5023924	Tapcons/Framing Fuel/Lumber/Etc for Theatre	976.67

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422	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	5026510 Drywall Compound/Screws/Etc for Theatre	210.44
423	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	5063586 Tile Supplies for the Bathrooms at the Theater	28.93
424	7045	Supplies - Building R&M	1540 Reinke Interior Supply Company Inc	60046209 Drop Ceiling Grid for Theatre	113.74
425	7045	Supplies - Building R&M	1540 Reinke Interior Supply Company Inc	60046210 Drop Ceiling Grid for Theatre	68.32
426	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	6010968 Exit Sign for the Theater	64.00
427	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	6022350A Poplar Board, Etc for Theatre	131.38
428	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	6024113 Spring Hinge, Fire Stop, Door Frame, Hole Saw, Fire Door	391.44
429	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	6024155 Electric Supplies and Exit Signs for the Theater	650.66
430	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	6071827 Aluminum Channel for Theatre	89.76
431	7045	Supplies - Building R&M	2411 Reinke Gypsum Supply Co Inc	61037711 Steel Studs and Track for the Theater	395.60
432	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	6450613 Water Heater Tax Refund - Theater	(230.63)
433	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	677 /2 Aluminum Angle for Tile @ Theatre	16.18
434	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	696/2 Aluminum Angle for Theatre	23.36
435	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	697030 Water Heater - Theater	2,536.91
436	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	7022115 Steel Studs/Adhesive for Theatre	1,467.62
437	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	705 /2 Aluminum Trim Part for Bathroom of Theater	5.84
438	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	706/2 Aluminum Trim Parts for Bathroom of Theater	110.96
439	7045	Supplies - Building R&M	1057 Menard Incorporated	76138 Doors for 1486 Miner	1,532.00
440	7045	Supplies - Building R&M	1057 Menard Incorporated	77918 Plumbing Supplies for Theatre	7.07
441	7045	Supplies - Building R&M	1057 Menard Incorporated	77919 Building Supplies for the Theater	42.93
442	7045	Supplies - Building R&M	1057 Menard Incorporated	78121 Paint, Stain and Plywood for Theater	95.90
443	7045	Supplies - Building R&M	1057 Menard Incorporated	78201 Plumbing Supplies for Theatre	26.48
444	7045	Supplies - Building R&M	1057 Menard Incorporated	78247 Drywall, Aluminum Angle for Tile for the Theater	858.49
445	7045	Supplies - Building R&M	1057 Menard Incorporated	78277 Aluminum Angle for Cove Base at the Theater	33.25
446	7045	Supplies - Building R&M	1057 Menard Incorporated	78313 Wood Casing, Nails, Pencils	266.24

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447	7045	Supplies - Building R&M	1057 Menard Incorporated	78363A	Building Materials-Shims, Great Stuff, Etc. @ Theatre	106.56
448	7045	Supplies - Building R&M	1057 Menard Incorporated	78501	Painting Supplies for the Theater	129.43
449	7045	Supplies - Building R&M	1057 Menard Incorporated	78568	Building Supplies for Theatre	64.90
450	7045	Supplies - Building R&M	1057 Menard Incorporated	78614	Building Supplies Theatre	43.28
451	7045	Supplies - Building R&M	1057 Menard Incorporated	78619	Screws & Bulbs for Theatre	69.72
452	7045	Supplies - Building R&M	1057 Menard Incorporated	78625	Bulbs for Theatre	95.76
453	7045	Supplies - Building R&M	1057 Menard Incorporated	78777	Drywall Materials @ Theatre	77.88
454	7045	Supplies - Building R&M	1057 Menard Incorporated	78779	Stain and Brushes @ Theatre	61.23
455	7045	Supplies - Building R&M	1057 Menard Incorporated	78887	Lumber/Washers/Etc for Theatre	66.67
456	7045	Supplies - Building R&M	1057 Menard Incorporated	78889	Gas Pipe Couplings for Theatre	121.83
457	7045	Supplies - Building R&M	1057 Menard Incorporated	78909	Duct Tape for Theatre	43.67
458	7045	Supplies - Building R&M	1057 Menard Incorporated	79014	Tile Cleaner Supplies for Theatre	53.27
459	7045	Supplies - Building R&M	1057 Menard Incorporated	79070	Plumbing Supplies for Theatre	74.06
460	7045	Supplies - Building R&M	1057 Menard Incorporated	79076	Straps/Eyebolts/Screws for Theatre	94.91
461	7045	Supplies - Building R&M	1057 Menard Incorporated	79133	PVC Pipe for Theatre	752.84
462	7045	Supplies - Building R&M	1057 Menard Incorporated	79146	Door Knob for Theatre	13.97
463	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8032220	PVC Pipe for Theatre	90.00
464	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8032223	PVC Pipe for Theatre	30.96
465	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8634977	Building Supplies for Theatre	85.30
466	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8970792	Sanded Plywood/Tapcons/Etc for Theatre	1,533.34
467	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8970833	Lumber/Tapcons/Broom/Etc. - Theater	387.21
468	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	9025359	Lock Set for Elevator Room Door - Theater	59.00
469	7045	Supplies - Building R&M	1550 Addison Building Material Co	950769	Border Edge for Bathrooms at the Theater	104.29
470	7045	Supplies - Building R&M	1550 Addison Building Material Co	950838	Return of Cove Base Edging	(104.29)
471	7045	Supplies - Building R&M	1550 Addison Building Material Co	950973	Washers/Threaded Rod/Anchors/Etc @ Theatre	190.69

# City of Des Plaines

## Warrant Register 06/07/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
472	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	9513434	Aluminum L Bracket - Theater	71.12
473	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	9513437	Great Stuff Fire Blocker for Theater Elevator	43.50
474	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006886118.001	Electric Supplies for Theatre	76.25
475	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006887268.001	Electric Supplies for Theatre	29.00
476	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006888272.001	Electric Supplies for Theatre	271.51
477	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006894735.001	Electric Supplies for Theatre	417.76
478	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006897827.001	Electric Supplies for the Theater	137.76
479	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006898778.001	Electric Supplies for the Theater	238.07
480	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006898778.002	Electric Supplies for the Theater	107.60
481	7045	Supplies - Building R&M	8366 Connexion	S1771930.001	Electrical Supplies for the Theater	1,940.39
482	7045	Supplies - Building R&M	8366 Connexion	S1771930.003	Electric Supplies for the Theater	5.86
483	7045	Supplies - Building R&M	8366 Connexion	S1771930.004	Electric Supplies for the Theater	80.50
484	7045	Supplies - Building R&M	8366 Connexion	S1772513.001	Circuit Breakers for the Theater	417.91
485	7045	Supplies - Building R&M	8366 Connexion	S1772602.001	Electric Supplies for the Theater	838.98
486	7045	Supplies - Building R&M	8366 Connexion	S1772841.001	Electric Supplies for Theatre	677.05
487	8100	Improvements	8070 Walsh Construction Company II LLC	CivicDeck-P-15	Civic Center Parking Deck Replacement 4/1/21-4/30/21 R-204-19	517,269.00
Total 430 - Facilities Replacement Fund						696,806.68

Fund: 500 - Water/Sewer Fund						
Non Departmental						
Division: 000 - Non Divisional						
488	4601	New Construction - Sale of Water	6232 Anderson Pump Service	Refund 05/17/21	Hydrant Usage Refund 05/13/2021	(385.68)
489	4601	New Construction - Sale of Water	8410 Superior Petroleum Marketers Inc	Refund 05/18/21	Hydrant Usage Refund 05/18/2021	(172.00)
<b>Total 000 - Non Divisional</b>						<b>(557.68)</b>

Division: 550 - Water Systems						
490	6015	Communication Services	1027 Call One	402836	Communication Service 05/15-06/14/2021	1,552.39
491	6180	Water Sample Testing	1642 Suburban Laboratories, Inc	188216	IEPA Testing - 04/06/2021-04/29/2021	2,031.00
492	6195	Miscellaneous Contractual Services	1606 Dixon Engineering Inc	21-7598	Task Order #3 - Clean Interior Dulles Tank - 11/05/2021, R-41-20	5,035.00

# City of Des Plaines

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
493	6195	Miscellaneous Contractual Services	1606 Dixon Engineering Inc	21-7599	TO#2 Maint Inspect 10 MG Concrete Reservoir- 11/09/2021, R-41-20	4,800.00
494	6195	Miscellaneous Contractual Services	1606 Dixon Engineering Inc	21-7922	Maintenance Inspection - Maple Pump Station - 03/31/2021	800.00
495	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	210234	13 Meter Bench Tests - 05/04/2021	331.50
496	6195	Miscellaneous Contractual Services	4022 M E Simpson Co Inc	36797	360 Hydrants Flow Tested - 04/19-04/30/2021, R-10-21	18,720.00
497	6195	Miscellaneous Contractual Services	8316 Instrument & Valve Services Company	3760297	Rosemount Gauge Calibration - 04/28/2021	1,964.23
498	6195	Miscellaneous Contractual Services	1237 Pro-Line Door Systems Inc	90314	Garage Door Repair - Dulles Tank - 04/28/2021	311.45
499	6195	Miscellaneous Contractual Services	6992 Core & Main LP	O209909	Water Meter Installs - 04/29-05/01/2021, R-9-21	14,863.00
500	6195	Miscellaneous Contractual Services	6992 Core & Main LP	O210074	Water Meter Installs - 04/19-04/23/2021, R-9-21	5,468.00
501	7020	Supplies - Safety	4093 HD Supply Construction & Industrial- White Cap	10014190925	12 Pairs Touch Screen Gloves & 24 Pairs Driver Gloves	240.96
502	7020	Supplies - Safety	4093 HD Supply Construction & Industrial- White Cap	10014191850	6 Pairs Touch Screen Gloves	18.54
503	7020	Supplies - Safety	1043 WW Grainger Inc	9891384274	3 Flammable Cabinets	884.00
504	7030	Supplies - Tools & Hardware	5406 Subsurface Solutions	17035	2 Connect Leads - RD7000 Locator	202.32
505	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	76412	Water Gauge Parts	23.54
506	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	77016	Sump Pump & Gloves	104.78
507	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	79121	Hammer	41.97
508	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1251007	Brake Pads - PW 9052	55.79
509	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1251252	Brake Pads & Rotors - PW 9051	511.78
510	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	727 /2	3 Light Bulbs - Maple Pump Station	43.17
511	7045	Supplies - Building R&M	1057 Menard Incorporated	76632	Sump Pump Parts	12.53
512	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10381864	3.0 Cu Yds Top Soil - 04/28/2021	88.95
513	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10382410	6.0 Cu Yds Top Soil & 25# Grass Seed - 04/30/2021	242.90
514	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10383230	3.0 Cu Yds Top Soil - 05/04/2021	88.95
515	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10385650	3.0 Cu Yds Top Soil - Parkway Repairs - 05/12/2021	153.95



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Line #	Account	Vendor	Invoice	Invoice Description	Amount
516	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10385778 2.0 Cu Yds Top Soil - Parkway Repairs - 05/12/2021	59.30
517	7070	Supplies - Water System Maintenance	6679 Olson's Ace Hardware	015975/3 6 Nipples & 4 Couplings	60.70
518	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	253655-000 10 B-Box Risers	230.00
519	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	253735-000 Hydrant Wrench T-Bolts	216.00
520	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	253765-000 Hydrant Extension	917.65
521	7070	Supplies - Water System Maintenance	4093 HD Supply Construction & Industrial-White Cap	50015781265 Locator Flags	68.34
522	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	79013 Tape, Drill Bit Set, Nipples, & Couplings	93.96
523	7070	Supplies - Water System Maintenance	1072 Prairie Material	889976987 1.5 Cu Yds Concrete - Repairs - 04/27/2021	184.88
524	7070	Supplies - Water System Maintenance	1072 Prairie Material	889978474 3.0 Cu Yds Concrete - 1045 Thacker - 04/28/2021	489.75
525	7070	Supplies - Water System Maintenance	1072 Prairie Material	889985739 3.0 Cu Yds Concrete - Street Repair - 05/03/2021	489.75
526	7070	Supplies - Water System Maintenance	6992 Core & Main LP	O183379 Water Meters Purchase - 05/10/2021, R-9-21	11,528.00
527	7070	Supplies - Water System Maintenance	6992 Core & Main LP	O224621 2 Smart Points for Meters - 05/12/2021, R-9-21	254.54
528	7105	Wholesale Water - NWWC	2901 Northwest Water Commission	05042021 Wholesale Water Purchase - 04/01-04/30/2021 - R-183-14	301,414.68
529	7120	Gasoline	8331 Avalon Petroleum Company Inc	466995 5,300 Gals Unleaded Gasoline - 05/05/2021, R-163-20	2,140.31
530	7120	Gasoline	7349 Wex Inc	71626037 Fuel Usage - April 2021	149.84
531	7130	Diesel	8331 Avalon Petroleum Company Inc	O23531 2,000 Gals 5% Bio Diesel Fuel - 05/05/2021, R-163-20	324.63
532	7140	Electricity	1033 ComEd	0718079040-04.21 Electricity Service 03/08-04/06/2021	46.80
533	7140	Electricity	1033 ComEd	0718079040-05.21 Electricity Service 04/06-05/05/2021	54.07
534	7140	Electricity	1033 ComEd	1602149012-04.21 Electricity Service 03/05-04/05/2021	95.05
535	7140	Electricity	1033 ComEd	1602149012-05.21 Electricity Service 04/05-05/04/2021	76.77
536	7140	Electricity	1033 ComEd	2382141015-04.21 Electricity Service 03/08-04/06/2021	36.91
537	7140	Electricity	1033 ComEd	2382141015-05.21 Electricity Service 04/06-05/05/2021	36.83
538	7140	Electricity	1033 ComEd	2902009038-04.21 Electricity Service 03/04-04/02/2021	331.94
539	7140	Electricity	1033 ComEd	2902009038-05.21 Electricity Service 04/02-05/03/2021	223.50

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
540	7140	Electricity	1033 ComEd	3526170000-04.21	Electricity Service 03/04-04/02/2021	41.67
541	7140	Electricity	1033 ComEd	3526170000-05.21	Electricity Service 04/02-05/03/2021	43.90
542	7140	Electricity	1033 ComEd	4436122006-04.21	Electricity Service 03/16-04/14/2021	4,992.56
543	7140	Electricity	1033 ComEd	4436122006-05.21	Electricity Service 04/14-05/13/2021	4,899.53
544	7140	Electricity	1033 ComEd	5646761001-04.21	Electricity Service 03/04-04/02/2021	25.01
545	7140	Electricity	1033 ComEd	5646761001-05.21	Electricity Service 04/02-05/03/2021	24.93
546	7140	Electricity	1033 ComEd	6152054027-04.21	Electricity Service 03/05-04/05/2021	3,866.63
547	7140	Electricity	1033 ComEd	6152054027-05.21	Electricity Service 04/05-05/04/2021	3,638.71
548	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	38610	CL2 Cylinder	115.50
549	7150	Water Treatment Chemicals	2053 USA Bluebook	590927	Fluoride Testing Chemicals - 05/03/2021	73.34
<b>Total 550 - Water Systems</b>						<b>395,836.68</b>

<b>Division: 560 - Sewer Systems</b>						
550	6015	Communication Services	1027 Call One	402836	Communication Service 05/15-06/14/2021	478.06
551	6195	Miscellaneous Contractual Services	1559 Continental Weather Svc	193706	Monthly Weather Forecasting - 05/01/2021	150.00
552	6310	R&M Vehicles	1202 Standard Equipment Co	W06485	Electrical Repairs - PW 8021 - 04/21/2021	1,213.15
553	6505	Subsidy - Sewer Lateral Program	8409 Cusack, John F	SLP21-006	Sewer Rebate - 5/17/2021	1,785.00
554	6510	Subsidy - Flood Assistance	8407 Maxson, Lynn Sove	FRP21-008	Flood Rebate - 5/17/2021	2,000.00
555	6510	Subsidy - Flood Assistance	8408 Jenson, Leif	FRP21-009	Flood Rebate - 5/17/2021	2,000.00
556	7020	Supplies - Safety	1043 WW Grainger Inc	9891384274	3 Flammable Cabinets	442.00
557	7035	Supplies - Equipment R&M	1062 NAPA of Des Plaines	5741-795857	Battery - PW 8040	108.00
558	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_178743	Brass Fittings - Sewer 8020	91.50
559	7040	Supplies - Vehicle R&M	4328 Batteries Plus Bulbs (#490)	P39398983	4 Batteries - PW 8020, PW 5084, Police 6068, Police 6094	97.13
560	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10382430	1.0 Cu Yd Topsoil - Restorations - 04/30/2021	29.65
561	7075	Supplies - Sewer System Maintenance	1437 Des Plaines Material & Supply LLC	419446	22 Clean-Out Plugs	432.52
562	7075	Supplies - Sewer System Maintenance	8244 Des Plaines Ace Hardware	667 /2	Roof Cement, Gorilla Tap, Joint Knife, Wall Scraper	83.80
563	7075	Supplies - Sewer System Maintenance	8244 Des Plaines Ace Hardware	669 /2	Rubber Roof Cement & Gorilla Tape	61.16



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Line #	Account		Vendor	Invoice	Invoice Description	Amount
564	7075	Supplies - Sewer System Maintenance	8244 Des Plaines Ace Hardware	739 /2	4 Rolls Teflon Tape	7.16
565	7075	Supplies - Sewer System Maintenance	1072 Prairie Material	889976986	1.0 Cu Yd Ready Mix - 730 Castlereas - 04/27/2021	123.25
566	7075	Supplies - Sewer System Maintenance	1072 Prairie Material	889980251	1.0 Cu Yd Concrete - 2267 Sprucewood - 04/29/2021	123.25
567	7120	Gasoline	8331 Avalon Petroleum Company Inc	466995	5,300 Gals Unleaded Gasoline-05/05/21 R-163-20	886.60
568	7130	Diesel	8331 Avalon Petroleum Company Inc	023531	2,000 Gals 5% Bio Diesel Fuel - 05/05/2021, R-163-20	1,518.17
569	7140	Electricity	1033 ComEd	0096017042-04.21	Electricity Service 03/08-04/06/2021	1,069.53
570	7140	Electricity	1033 ComEd	0096017042-05.21	Electricity Service 04/06-05/05/2021	935.54
571	7140	Electricity	1033 ComEd	0575134020-04.21	Electricity Service 03/04-04/02/2021	110.00
572	7140	Electricity	1033 ComEd	0575134020-05.21	Electricity Service 04/02-05/03/2021	80.79
573	7140	Electricity	1033 ComEd	0640144010-04.21	Electricity Service 03/08-04/06/2021	52.95
574	7140	Electricity	1033 ComEd	0640144010-05.21	Electricity Service 04/06-05/05/2021	38.30
575	7140	Electricity	1033 ComEd	0762050019-04.21	Electricity Service 03/09-04/07/2021	20.63
576	7140	Electricity	1033 ComEd	0762050019-05.21	Electricity Service 04/07-05/06/2021	20.55
577	7140	Electricity	1033 ComEd	2038128006-04.21	Electricity Service 03/04-04/02/2021	46.78
578	7140	Electricity	1033 ComEd	2038128006-05.21	Electricity Service 04/02-05/03/2021	43.50
579	7140	Electricity	1033 ComEd	2148094073-04.21	Electricity Service 03/09-04/07/2021	51.37
580	7140	Electricity	1033 ComEd	2148094073-05.21	Electricity Service 04/07-05/06/2021	52.10
581	7140	Electricity	1033 ComEd	3240002012-04.21	Electricity Service 03/26-04/26/2021	363.50
582	7140	Electricity	1033 ComEd	3461136053-04.21	Electricity Service 03/05-04/05/2021	39.56
583	7140	Electricity	1033 ComEd	3461136053-05.21	Electricity Service 04/05-05/04/2021	36.72
584	7140	Electricity	1033 ComEd	3526009006-04.21	Electricity Service 03/08-04/06/2021	75.44
585	7140	Electricity	1033 ComEd	3526009006-05.21	Electricity Service 04/06-05/05/2021	64.77
586	7140	Electricity	1033 ComEd	3657136067-04.21	Electricity Service 03/08-04/06/2021	78.05
587	7140	Electricity	1033 ComEd	3657136067-05.21	Electricity Service 04/06-05/05/2021	78.20
588	7140	Electricity	1033 ComEd	4995025051-04.21	Electricity Service 03/05-04/05/2021	26.80
589	7140	Electricity	1033 ComEd	4995025051-05.21	Electricity Service 04/05-05/04/2021	27.06

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
590	7140	Electricity	1033 ComEd	5060090016-04.21	Electricity Service 03/09-04/07/2021	124.68
591	7140	Electricity	1033 ComEd	5060090016-05.21	Electricity Service 04/07-05/06/2021	99.27
592	7140	Electricity	1033 ComEd	5814097012-04.21	Electricity Service 03/08-04/06/2021	26.46
593	7140	Electricity	1033 ComEd	5814097012-05.21	Electricity Service 04/06-05/05/2021	26.51
594	7140	Electricity	1033 ComEd	6331089024-04.21	Electricity Service 03/04-04/02/2021	43.47
595	7140	Electricity	1033 ComEd	6331089024-05.21	Electricity Service 04/02-05/03/2021	166.56
<b>Total 560 - Sewer Systems</b>						<b>15,429.49</b>

<b>Division: 580 - CIP - Water/Sewer</b>						
596	6000	Professional Services	5995 Wunderlich-Malec Services Inc	17268	SCADA Integration Design Serv Phase 1-10/19-12/31/20, R-121-20	13,250.00
597	6000	Professional Services	2506 Trotter & Associates Inc	18332	Valve Investigation - Maple St - 03/29-05/02/2021	1,144.00
598	6000	Professional Services	2506 Trotter & Associates Inc	18333	TO#10 Central Pumps Air Locking - 03/29-05/02/2021, R-16-20	2,912.00
599	6000	Professional Services	2506 Trotter & Associates Inc	18334	TO#11 Water System Transmission Design-03/29-05/03/2021, R-65-21	49,734.40
600	6000	Professional Services	2506 Trotter & Associates Inc	18335	TO#9 Contracted Services - Levee 50 - 03/29-05/02/2021, R-16-20	1,768.00
601	6000	Professional Services	1606 Dixon Engineering Inc	21-7951	Pre-Construction Inspection - Dulles Tank - 05/10/2021	1,150.00
602	6000	Professional Services	1606 Dixon Engineering Inc	21-7952	Pre-Construction Inspection-Holy Family Tank-05/10/2021	1,150.00
603	6000	Professional Services	1606 Dixon Engineering Inc	21-7953	Antenna Inspection - Miner Tank - 05/10/2021	1,150.00
604	6000	Professional Services	1647 RJN Group Inc	35460105	Annual MWRD IICP Report TO#1 - 04/03-04/30/2021	520.00
<b>Total 580 - CIP - Water/Sewer</b>						<b>72,778.40</b>

<b>Total 00 - Non Departmental</b>	<b>483,486.89</b>
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<b>Department: 30 - Finance</b>						
605	6025	Administrative Services	7615 Sebis Direct Inc	32793	Utility Bill Rendering Service - Bill Drop Date 04/15/2021	948.03
606	6025	Administrative Services	7961 BridgePay Network Solutions LLC	7772	Utility Web & Business License Transaction Fee for April 2021	205.76
<b>Total 30 - Finance</b>						<b>1,153.79</b>

<b>Total 500 - Water/Sewer Fund</b>	<b>484,640.68</b>
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# City of Des Plaines

## Warrant Register 06/07/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 510 - City Owned Parking Fund</b>					
607	6000	Professional Services	2785 Walker Parking Consultants/Engineers Inc	310091320002 TO #1 Construction Docs-Metro/Lib Parking Struc-Apr 2021 R-15-21	2,100.00
608	6015	Communication Services	1027 Call One	402836 Communication Service 05/15-06/14/2021	426.50
609	6015	Communication Services	1027 Call One	402836 Communication Service 05/15-06/14/2021	1,040.78
610	6025	Administrative Services	7960 Passport Labs Inc	INV-1021512 Mobile Pay Parking Transaction Fee - April 2021	5.92
611	6320	R&M Parking Lots	2350 Anderson Elevator Co	INV-40410-K2N4 Elevator Inspections - April 2021	252.50
612	6320	R&M Parking Lots	2350 Anderson Elevator Co	INV-40410-K2N4 Elevator Inspections - April 2021	121.20
613	6320	R&M Parking Lots	2350 Anderson Elevator Co	INV-41636-V3Q1 Monthly Elevator Maintenance - 05/01/2021	373.76
614	7060	Supplies - Parking Lots	1057 Menard Incorporated	78316 West Side Service Doors of Library Repair	4.96
615	7060	Supplies - Parking Lots	1057 Menard Incorporated	78954 Paint for Pipe in Library Deck Basement	99.72
616	7060	Supplies - Parking Lots	1057 Menard Incorporated	79027 Paint for Graffiti Library Parking Deck	11.92
617	7140	Electricity	1033 ComEd	0354464001-04.21 Electricity Service 03/08-04/06/2021	2,447.37
618	7140	Electricity	1033 ComEd	0354464001-05.21 Electricity Service 04/06-05/05/2021	1,364.42
619	7140	Electricity	1033 ComEd	2239082030-04.21 Electricity Service 03/08-04/06/2021	922.82
620	7140	Electricity	1033 ComEd	2239082030-05.21 Electricity Service 04/06-05/05/2021	1,154.70
621	7140	Electricity	1033 ComEd	4722388001-04.21 Electricity Service 03/08-04/06/2021	19.89
622	7140	Electricity	1033 ComEd	4722388001-05.21 Electricity Service 04/06-05/05/2021	19.89
623	7140	Electricity	1033 ComEd	4791127023-04.21 Electricity Service 03/08-04/06/2021	2,372.62
624	7140	Electricity	1033 ComEd	4791127023-05.21 Electricity Service 04/06-05/05/2021	1,961.66
625	7140	Electricity	1033 ComEd	5310303000-04.21 Electricity Service 03/08-04/06/2021	195.99
626	7140	Electricity	1033 ComEd	5310303000-05.21 Electricity Service 04/06-05/05/2021	167.76
<b>Total 510 - City Owned Parking Fund</b>					<b>15,064.38</b>

<b>Fund: 520 - Metra Leased Parking Fund</b>					
627	6025	Administrative Services	7960 Passport Labs Inc	INV-1021512 Mobile Pay Parking Transaction Fee - April 2021	36.26
628	7140	Electricity	1033 ComEd	5222730006-04.21 Electricity Service 03/04-04/02/2021	96.45

# City of Des Plaines

## Warrant Register 06/07/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
629	7140	Electricity	1033 ComEd	5222730006-05.21	Electricity Service 04/02-05/03/2021	81.21
630	7540	Land Lease	1165 Union Pacific Railroad Company	April 2021	Parking Fees for April 2021	213.42
631	7540	Land Lease	1165 Union Pacific Railroad Company	March 2021	Parking Fees for March 2021	341.54
<b>Total 520 - Metra Leased Parking Fund</b>						<b>768.88</b>

<b>Fund: 600 - Risk Management Fund</b>						
632	5340	Pre-Employment Testing	7133 Mid-West Truckers Association Inc	P734780	Pre-Employment Testing 05/05/2021 - Sewer Maintenance Operator	80.25
633	5345	Post-Employment Testing	1267 Northwest Community Hospital	23197	Return to Work- Comprehensive Exam 03/31/2021	340.00
634	5345	Post-Employment Testing	7133 Mid-West Truckers Association Inc	P 734121	Employee Query Check - 04/05/2021	7.50
635	5540	MICA Premium	1061 Municipal Insurance Cooperative Agency	2021-2022	MICA Renewal Premium 2021-2022 R-66-97	1,980,737.00
636	6005	Legal Fees	8133 Elrod Friedman LLP	4028	4-21 Non-Retainer PSEBA Proceedings	598.50
<b>Total 600 - Risk Management Fund</b>						<b>1,981,763.25</b>

<b>Fund: 610 - Health Benefits Fund</b>						
637	6195	Miscellaneous Contractual Services	8374 Wex Health Incorporated	0001336637-IN	Commuter & FSA Monthly Admin Fees for May 2021	560.00
638	6195	Miscellaneous Contractual Services	4651 Perspectives	98559	Employee Assistance Program May 2021	620.00
<b>Total 610 - Health Benefits Fund</b>						<b>1,180.00</b>

<b>Fund: 700 - Escrow Fund</b>						
639	2430	Escrow - Police Items	1320 IL State Police	Cost 01755-04/21	Fingerprint Background Check Services for April 2021	28.25
640	2464	Hydrant Deposits	6232 Anderson Pump Service	Refund 05/17/21	Hydrant Usage Refund 05/13/2021	1,100.00
641	2464	Hydrant Deposits	8410 Superior Petroleum Marketers Inc	Refund 05/18/21	Hydrant Usage Refund 05/18/2021	1,100.00
642	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	185495	Public Notice for 5/11/21 PZB Meeting - Published 4/21/21	75.73
643	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	185495	Public Notice for 5/11/21 PZB Meeting - Published 4/21/21	75.73
644	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	185495	Public Notice for 5/11/21 PZB Meeting - Published 4/21/21	75.73
645	2493	Escrow - CED Development	8133 Elrod Friedman LLP	4015	4-21 Reimb Redevelopment	2,600.00
646	2493	Escrow - CED Development	8133 Elrod Friedman LLP	4016	4-21 Reimb Redevelopment	150.00

# City of Des Plaines

## Warrant Register 06/07/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
647	2493	Escrow - CED Development	8133 Elrod Friedman LLP	4017	4-21 Reimb Redevelopment	600.00
648	2493	Escrow - CED Development	8133 Elrod Friedman LLP	4018	4-21 Reimb Redevelopment	450.00
649	2493	Escrow - CED Development	8133 Elrod Friedman LLP	4019	4-21 Reimb Redevelopment	80.00
<b>Total 700 - Escrow Fund</b>						<b>6,335.44</b>
<b>Grand Total</b>						<b>4,079,115.33</b>

# City of Des Plaines

## Warrant Register 06/07/2021

### Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 100 - General Fund</b>					
<b>City Administration</b>					
<b>Division: 230 - Information Technology</b>					
650	6015	Communication Services	1010 AT&T Mobility	28702533395905 21 Communication Service 04/04-05/03/2021	321.24
<b>Total 230 - Information Technology</b>					<b>321.24</b>
<b>Total 20 - City Administration</b>					<b>321.24</b>
<b>Public Works &amp; Engineering</b>					
<b>Division: 535 - Facilities &amp; Grounds Maintenance</b>					
651	7110	Natural Gas	1064 Nicor	04/16/21 x600008 Natural Gas Service 03/17-04/15/2021	79.01
<b>Total 535 - Facilities &amp; Grounds Maintenance</b>					<b>79.01</b>
<b>Total 50 - Public Works &amp; Engineering</b>					<b>79.01</b>
<b>Police Department</b>					
<b>Division: 610 - Uniformed Patrol</b>					
652	6015	Communication Services	1032 Comcast	04/18/21 x6724 Internet/Cable Service May 2021	104.60
<b>Total 610 - Uniformed Patrol</b>					<b>104.60</b>
<b>Division: 630 - Support Services</b>					
653	6015	Communication Services	1009 AT&T	847R18054604-21 Communication Service 04/28-05/27/2021	63.55
<b>Total 630 - Support Services</b>					<b>63.55</b>
<b>Total 60 - Police Department</b>					<b>168.15</b>
<b>Fire Department</b>					
<b>Division: 730 - Emergency Management Agency</b>					
654	6015	Communication Services	1032 Comcast	04/22/21 x6716 Internet/Cable Service May 2021	62.76
<b>Total 730 - Emergency Management Agency</b>					<b>62.76</b>
<b>Total 70 - Fire Department</b>					<b>62.76</b>
<b>Department: 90 - Overhead</b>					
655	6015	Communication Services	1032 Comcast	123011262 x8482 Internet/Cable Service 05/15-06/14/2021	1,575.00
656	6015	Communication Services	1032 Comcast	05/01/21 x0683 Internet/Cable Service 04/29-05/24/2021-FINAL BILL	39.82
657	6015	Communication Services	1533 Wide Open West LLC	11526044APR202 1A Internet/Cable Service x6044 04/21-05/20/2021	661.37
658	6015	Communication Services	1533 Wide Open West LLC	11526044APR202 1B Internet/Cable Service x1245 04/21-05/20/2021	1,887.11

# City of Des Plaines

## Warrant Register 06/07/2021

### Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
659	6015	Communication Services	1533 Wide Open West LLC	11526044APR2021C Internet/Cable Service x1246 04/21-05/20/2021	840.00
660	6015	Communication Services	1533 Wide Open West LLC	11526044APR2021E Internet/Cable Service x5988 04/21-05/20/2021	127.90
<b>Total 90 - Overhead</b>					<b>5,131.20</b>

<b>Total 100 - General Fund</b>	<b>5,762.36</b>
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Fund: 500 - Water/Sewer Fund					
661	2466	Overpayments - Utility Systems	8406 Kronon, Jeffrey	04/26/21 Refund	Overpayment on Water Account 2,200.59
<b>Division: 000 - Non Divisional</b>					
662	4601	New Construction - Sale of Water	8026 Ryan Homes	Refund 10/08/20R	Hydrant Usage Refund 10/01/2020 - Replaces Check 140582 (223.39)
<b>Total 000 - Non Divisional</b>					<b>(223.39)</b>

Division: 550 - Water Systems					
663	6015	Communication Services	1533 Wide Open West LLC	11526044APR2021D Internet/Cable Service x0573 04/21-05/20/2021	320.00
<b>Total 550 - Water Systems</b>					<b>320.00</b>

<b>Total 500 - Water/Sewer Fund</b>	<b>2,297.20</b>
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Fund: 700 - Escrow Fund					
664	2464	Hydrant Deposits	8026 Ryan Homes	Refund 10/08/20R	Hydrant Usage Refund 10/01/2020 - Replaces Check 140582 1,100.00
<b>Total 700 - Escrow Fund</b>					<b>1,100.00</b>

<b>Grand Total</b>	<b>9,159.56</b>
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# City of Des Plaines

## Warrant Register 06/07/2021

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 100 - General Fund</b>					
<b>Elected Office</b>					
<b>Division: 110 - Legislative</b>					
665	7310	Publications	1050 Journal & Topics Newspapers	PC - 31224 April 2021 Online Newspaper Subscription - Mayor's Office	5.99
<b>Total 110 - Legislative</b>					<b>5.99</b>

<b>Total 10 - Elected Office</b>	<b>5.99</b>
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<b>City Administration</b>					
<b>Division: 210 - City Manager</b>					
666	5310	Membership Dues	1413 ICMA Intl City/County Management Association	PC - 31256 Annual Membership Dues for City Manager to ICMA 7/1/21-6/30/22	1,400.00
667	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	PC - 31257 Remote Video Conferencing Subscription 04/26/21-05/25/21	14.99
<b>Total 210 - City Manager</b>					<b>1,414.99</b>

<b>Division: 230 - Information Technology</b>					
668	6195	Miscellaneous Contractual Services	3875 Apple Inc	PC - 31286 Refund for RoboKiller Spam Blocker for IT Department	(42.49)
669	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	PC - 31287 Zoom Subscription 4/1/21 - 3/31/22	149.90
670	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 31289 Monthly Secure Express Renewal 05/03-06/02/2021	7.99
671	6305	R&M Equipment	7026 SonicWall Services	PC - 31294 Tax Refund for Sonic Wall Maintenance Renewal 1/9/21 - 1/8/23	(140.59)
672	7000	Office Supplies	4348 Amazon.Com	PC - 31299 Scotch Heavy Duty Packing Tape for IT Department	39.39
673	7005	Printer Supplies	4348 Amazon.Com	PC - 31291 Epson Black and Yellow Ink Cartridges for City Use	86.98
674	7200	Other Supplies	4348 Amazon.Com	PC - 31297 Gevalia K-Cup Coffee Pods for IT Department	40.90
675	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31290 Apple 20W USB Power Adapter for City Use	61.16
676	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31292 APC Rack Mount PDU for PW	158.03
677	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31293 Cable Matters 4K Cable and Logitech Mouse for City Use	217.91
678	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31295 Logitech Web Cams for City Use	449.45



# City of Des Plaines

## Warrant Register 06/07/2021

### JPMorgan Chase

Line #	Account		Vendor	Invoice	Invoice Description	Amount
679	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31296	4 Port USB Hubs for City Use	53.28
680	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31298	iPhone 11 Case for Fire Department	9.99
681	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31300	Loctite Threadlocker for IT Department	30.89
682	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31301	4 Port USB Hubs for City Use	55.36
Total 230 - Information Technology						1,178.15

<b>Division: 240 - Media Services</b>						
683	5325	Training	1485 ILCMA - IL City/County Management Assoc	PC - 31252	Legacy Conference Webinar 05/13/2021 - Media Services Director	70.00
684	6000	Professional Services	1254 NATOA	PC - 31220	2020 NATOA Government Programming Awards Entry Fee	130.00
685	6108	Public Relations & Communications	1050 Journal & Topics Newspapers	PC - 31250	Full Page Ad 2021 Progress Report 04/28/2021	2,118.75
686	6108	Public Relations & Communications	4444 Misc Vendor for Procurement Card	PC - 31254	New Frames for Elected Officials' Photographs in Lobby	690.00
687	6108	Public Relations & Communications	2031 Rebel's Trophies Inc	PC - 31255	4 Crystal Gifts for Outgoing Elected Officials	400.00
688	6195	Miscellaneous Contractual Services	5096 iStock	PC - 31229	iStock Essentials 25/Pkg - Illustration Rights 4/29-05/28/2021	65.00
689	7000	Office Supplies	4348 Amazon.Com	PC - 31251	Easels for Awards Display in Lobby	26.96
690	7000	Office Supplies	4444 Misc Vendor for Procurement Card	PC - 31253	Easels for Awards Display in Lobby	35.97
<b>Total 240 - Media Services</b>						<b>3,536.68</b>

<b>Division: 250 - Human Resources</b>						
691	5325	Training	4360 Paypal	PC - 31244	Webinar 05/06/2021 - ARPA, FFCRA and FMLA - Jake Kohler	199.00
692	5325	Training	4444 Misc Vendor for Procurement Card	PC - 31267	FLSA Training for Fire Departments May 11-14, 2021	2,025.00
693	6100	Publication of Notices	6609 International Economic Development Council (IEDC)	PC - 31241	Economic Dev. Manager Job Ad 30 Day Posting 03/31-04/30/2021	375.00

# City of Des Plaines

## Warrant Register 06/07/2021

### JPMorgan Chase

Line #	Account		Vendor	Invoice	Invoice Description	Amount
694	6100	Publication of Notices	1753 American Public Works Association - APWA	PC - 31242	PW Maintenance Operator 45 Day Job Posting 04/06-05/21/21	325.00
695	6100	Publication of Notices	1563 American Water Works Assoc (AWWA)	PC - 31243	PW Maintenance Operator 30 Day Job Posting 04/06-05/06/21	299.00
696	7550	Miscellaneous Expenses	7759 Vistaprint Netherlands BV	PC - 31226	Refund for Tax Charged In Error fm March Statement	(9.97)
697	7550	Miscellaneous Expenses	7759 Vistaprint Netherlands BV	PC - 31227	500 Circle Stickers for Public Service Recognition Wk Giveaways	169.60
Total 250 - Human Resources						3,382.63

<b>Total 20 - City Administration</b>	<b>9,512.45</b>
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<b>Department: 30 - Finance</b>						
698	5310	Membership Dues	1440 IGFOA IL Government Finance Officers Assoc	PC - 31245	2021 Memberships - Sr Financial Analyst and Purchasing Manager	200.00
699	7000	Office Supplies	4348 Amazon.Com	PC - 31303	1 Pack of Scratch Pads	9.39
700	7000	Office Supplies	4348 Amazon.Com	PC - 31304	1 Ergonomic Mouse Pad Wrist Support	24.75
701	7000	Office Supplies	4348 Amazon.Com	PC - 31305	1 Desktop Organizer	42.20
702	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31302	1 Mini Desk Fan	20.97
<b>Total 30 - Finance</b>						<b>297.31</b>

<b>Public Works &amp; Engineering</b>						
<b>Division: 100 - Administration</b>						
703	5310	Membership Dues	8105 National Society of Professional Engineers	PC - 31233	02/01/2021-01/31/2022 Membership Dues for Asst Dir of PW/ENG	299.00
704	5310	Membership Dues	7664 IL Assoc for Floodplain & Stormwater Mgmt (IAFSM)	PC - 31234	05/02/2021-05/01/2022 Membership Dues for Civil Engineer II	25.00
705	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	PC - 31221	Zoom Subscription 4/7/21 to 5/6/21	14.99
706	7200	Other Supplies	4348 Amazon.Com	PC - 31222	Micro SD Memory Cards	133.20
707	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31223	Dashcam and Wire Harness for Trucks	195.89
<b>Total 100 - Administration</b>						<b>668.08</b>

<b>Division: 535 - Facilities &amp; Grounds Maintenance</b>						
708	6315	R&M Buildings & Structures	4633 Walgreen Co	PC - 31228	Five 11x14 Prints-Elected Official Photos for City Hall Display 04/27/2021	54.95

# City of Des Plaines

## Warrant Register 06/07/2021

### JPMorgan Chase

Line #	Account		Vendor	Invoice	Invoice Description	Amount
709	7045	Supplies - Building R&M	8366 Connexion	PC - 31271	Credit of Cable Returned - PO2021-118	(3,300.00)
710	7320	Equipment < \$5,000	8375 Tile Shop LLC, The	PC - 31239	Tile Saw	1,139.95
Total 535 - Facilities & Grounds Maintenance						(2,105.10)

<b>Division: 540 - Vehicle Maintenance</b>						
711	7030	Supplies - Tools & Hardware	4348 Amazon.Com	PC - 31231	Ladder Weight Decal for Safety Compliance	38.04
<b>Total 540 - Vehicle Maintenance</b>						<b>38.04</b>

<b>Total 50 - Public Works &amp; Engineering</b>						<b>(1,398.98)</b>
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<b>Police Department</b>						
<b>Division: 610 - Uniformed Patrol</b>						
712	5325	Training	1252 NIPSTA	PC - 31238	Legal Update Class 6/18/2021 (1 Sergeant)	77.55
<b>Total 610 - Uniformed Patrol</b>						<b>77.55</b>

<b>Division: 630 - Support Services</b>						
713	5310	Membership Dues	1470 IL Tactical Officers Assoc	PC - 31235	ITOA Membership for Training Ofr 3/31/21-3/31/22	40.00
714	5325	Training	4388 United Airlines	PC - 31236	Smile Conf Flight Change Fee to 11/1-11/5/2021	79.01
715	6195	Miscellaneous Contractual Services	4444 Misc Vendor for Procurement Card	PC - 31237	Subscription - Canva Pro 4/1/21-4/1/22-Graphic Design/Soc Media	119.99
716	7000	Office Supplies	4348 Amazon.Com	PC - 31276	CD/DVD Envelopes (6), File Storage Box (1)	97.09
717	7000	Office Supplies	4348 Amazon.Com	PC - 31277	Staplers (2)	44.72
718	7015	Supplies - Police Range	6851 Axon Enterprise Inc	PC - 31280	DPM Battery Pack (5)	253.40
719	7550	Miscellaneous Expenses	5288 Dunkin Donuts, Inc	PC - 31278	Coffee and Donuts for BFPC Meeting 4/8/2021	30.38
720	7550	Miscellaneous Expenses	2318 Jewel Food Stores	PC - 31279	Cake for Retirement Function 4/12/2021	29.99
<b>Total 630 - Support Services</b>						<b>694.58</b>

<b>Total 60 - Police Department</b>						<b>772.13</b>
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<b>Fire Department</b>						
<b>Division: 100 - Administration</b>						
721	5320	Conferences	1482 Metropolitan Fire Chiefs Association of Illinois	PC - 31275	Metro Chiefs Meeting 05/06/2021 - Chief and Deputy Chief	40.00
<b>Total 100 - Administration</b>						<b>40.00</b>

# City of Des Plaines

## Warrant Register 06/07/2021

### JPMorgan Chase

Line #	Account		Vendor	Invoice	Invoice Description	Amount
Division: 710 - Emergency Services						
722	5325	Training	2419 FireCompanies.com	PC - 31263	Quarterly Website Training 06/01-08/31/2021 for dpfdtraining.com	89.97
723	7025	Supplies - Custodial	6867 Marianos	PC - 31261	2 packages of Cascade Dishwasher Pods for Stations	28.98
724	7200	Other Supplies	5093 Dropbox Inc	PC - 31260	Upgrade to Dropbox Plus for Training 4/5/21-4/5/22 - Div Chief	119.88
725	7200	Other Supplies	4348 Amazon.Com	PC - 31262	Replacement Water Filters for Station 63	96.80
726	7200	Other Supplies	2219 Jones & Bartlett Learning LLC	PC - 31264	High Angle Rescue Tech - 4 Training Books	329.00
727	7550	Miscellaneous Expenses	5191 Giordano's of Des Plaines	PC - 31273	RED OP's Meeting 4/7/2021 - Lunch Catered	200.25
728	7550	Miscellaneous Expenses	4444 Misc Vendor for Procurement Card	PC - 31274	Telecommunicator Week @ RED Ctr Mtg-Dinner Delivered 4/13/2021	150.00
Total 710 - Emergency Services						1,014.88

Division: 730 - Emergency Management Agency						
729	7200	Other Supplies	8280 Battery Junction	PC - 31265	2 Batteries for EMA	23.13
Total 730 - Emergency Management Agency						23.13

<b>Total 70 - Fire Department</b>					<b>1,078.01</b>
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<b>Total 100 - General Fund</b>					<b>10,266.91</b>
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Fund: 250 - Grant Projects Fund						
Program: 2510 - Public Safety Grants						
730	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31266	3 LED TVs	894.00
Total 2510 - Public Safety Grants						894.00

<b>Total 250 - Grant Projects Fund</b>					<b>894.00</b>
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Fund: 260 - Asset Seizure Fund						
Program: 2610 - Customs						
731	8015	Equipment	1091 B&H Photo-Video	PC - 31225	Camera Tripod Case and Remote Trigger	107.90
Total 2610 - Customs						107.90

Program: 2620 - DEA						
732	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31281	Weapon Mounted Light for TRT	120.52

# City of Des Plaines

## Warrant Register 06/07/2021

### JPMorgan Chase

Line #	Account		Vendor	Invoice	Invoice Description	Amount
733	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31282	Mount for Rifle Light	19.99
Total 2620 - DEA						140.51

<b>Program: 2640 - Forfeit</b>						
734	6115	Licensing/Titles	1744 IL Secretary of State	PC - 31283	Squad # 1 Vehicle Registration for 2021	154.40
735	6195	Misc Contractual Services	7186 Bentley's Pet Stuff-SC	PC - 31247	Dog Wash for K9 Jager 4/5/2021	9.00
736	7200	Other Supplies	5065 Pet Supplies Plus	PC - 31246	Food for K9 Jager 3/30/2021	56.98
737	7200	Other Supplies	5065 Pet Supplies Plus	PC - 31249	Food for K9 Jager 4/23/2021	56.98
738	7320	Equipment < \$5,000	5022 Ray Allen Manufacturing LLC	PC - 31248	Training Aids for K9 Jager	122.96
<b>Total 2640 - Forfeit</b>						<b>400.32</b>

<b>Total 260 - Asset Seizure Fund</b>						<b>648.73</b>
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<b>Fund: 420 - IT Replacement Fund</b>						
739	8005	Computer Hardware	4348 Amazon.Com	PC - 31284	APC UPS Battery Replacement	54.99
740	8005	Computer Hardware	4348 Amazon.Com	PC - 31285	APC UPS Battery Replacement	316.99
741	8005	Computer Hardware	4348 Amazon.Com	PC - 31288	APC 3000VA Smart UPS with SmartConnect for PW	999.95
<b>Total 420 - IT Replacement Fund</b>						<b>1,371.93</b>

<b>Fund: 430 - Facilities Replacement Fund</b>						
742	7045	Supplies - Building R&M	4444 Misc Vendor for Procurement Card	PC - 31240	Stain Sample for Theater	27.50
743	7045	Supplies - Building R&M	8258 Accoustic Ceiling Products LLC	PC - 31272	Ceiling Grid Covers for Theater	1,157.60
<b>Total 430 - Facilities Replacement Fund</b>						<b>1,185.10</b>

<b>Fund: 500 - Water/Sewer Fund</b>						
<b>Division: 550 - Water Systems</b>						
744	7035	Supplies - Equipment R&M	4444 Misc Vendor for Procurement Card	PC - 31230	Swivel Seat for Backhoe	1,404.36
745	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 31232	Water Pump for Truck 9059	246.21
<b>Total 550 - Water Systems</b>						<b>1,650.57</b>

<b>Division: 560 - Sewer Systems</b>						
746	7000	Office Supplies	4348 Amazon.Com	PC - 31258	USB Drives for Sewer Division	31.88
<b>Total 560 - Sewer Systems</b>						<b>31.88</b>

<b>Total 500 - Water/Sewer Fund</b>						<b>1,682.45</b>
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<b>Grand Total</b>						<b>16,049.12</b>
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# City of Des Plaines

## Warrant Register 06/07/2021

### Summary

	<u>Amount</u>		<u>Transfer Date</u>
Automated Accounts Payable	\$ 4,079,115.33	**	6/7/2021
Manual Checks	\$ 9,159.56	**	5/21/2021
Payroll	\$ 1,255,836.76		5/21/2021
RHS Payout	\$ -		
Electronic Transfer Activity:			
JPMorgan Chase Credit Card	\$ 16,049.12	**	5/25/2021
Chicago Water Bill ACH	\$ 96,405.90		5/28/2021
Postage Meter Direct Debits	\$ 3,000.00		5/25/2021
Utility Billing Refunds	\$ -		
Debt Interest Payment	\$ 189,975.00		5/21/2021
IMRF Payments	\$ 130,538.14		5/7/2021
FEMA Buyout - 1876 Big Bend Drive	\$ 352,000.00		5/21/2021
Employee Medical Trust	\$ -		
<b>Total Cash Disbursements:</b>	<b>\$ 6,132,079.81</b>		

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

\*\* See attached report

Adopted by the City Council of Des Plaines

This Seventh Day of June 2021

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

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Jessica M. Mastalski, City Clerk

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Andrew Goczkowski, Mayor


**COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT**

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

**MEMORANDUM**

**Date:** May 26, 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 a Commercial Mobile Radio Service Facility Use at 1011 E. Touhy Avenue, Case 21-007-CU (5<sup>th</sup> Ward)

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**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 expansion of an existing Commercial Mobile Radio Service Facility Use in the C-2 zoning district.

**Analysis:**

**Address:** 1011 E. Touhy Avenue

**Owners:** ADM2, LLC, 999 E. Touhy Avenue, Suite 510, Des Plaines, IL 60018

**Petitioner:** Sheronica Chase, T-Mobile, 10700 W. Higgins Road, Des Plaines, IL 60018

**Case Number:** 21-007-CU

**Real Estate Index Number:** 09-32-101-022-0000; -023

**Ward:** #5, Alderman Carla Brookman

**Existing Zoning:** C-2, Limited Office Commercial District

**Existing Land Use:** Multi-Tenant Commercial Building

**Surrounding Zoning:** North: C-2, Limited Office Commercial District  
South: M1, Limited Manufacturing/Business Park District (City of Chicago)  
East: C-2, Limited Office Commercial District  
West: M1, Limited Manufacturing/Business Park District (City of Chicago)

<b>Surrounding Land Use:</b>	North: Multi-tenant Office Building (Commercial) South: Business Park (Industrial) East: Hotel (Commercial) West: Business Park (Industrial)
<b>Street Classification:</b>	East Touhy Avenue is classified as a Principal Arterial and Lee Street is classified as a Minor Arterial.
<b>Comprehensive Plan:</b>	The Comprehensive Plan designates this site as Commercial.
<b>Project Description:</b>	The petitioner, Sheronica Chase on behalf of T-Mobile, has requested a Conditional Use Permit to expand an existing Commercial Mobile Radio Service Facility located on the roof of a multi-tenant office building at 1011 E. Touhy Avenue. The subject property is located within the C-2, Limited Office Commercial district and a roof-mounted Commercial Mobile Radio Service Facility is a conditional use with the C-2 zoning district. The subject property consists of two lots with a multi-tenant office building and a surface parking area as shown in the Site Survey (Attachment 3). The subject property is located along East Touhy Avenue and Lee Street just north of the I-90 tollway. It is currently accessed by a service road off Lee Street with six curb cuts.

The existing Commercial Mobile Radio Service Facility was originally approved June 5, 1999 through Ordinance Z-9-99 for AT&T Wireless Services, Inc. to install three sectors, one on the northeast, southeast, and southwest corners of the roof, totaling twelve antennas on the roof of the existing office building. On December 6, 2000, a Conditional Use Amendment was approved through Ordinance Z-26-00 for Sprint PCS to allow for the installation of three sectors, one on the southeast corner and two on the northwest corners of the roof, totaling twelve new antennas. The current Commercial Mobile Radio Service Facilities are identified on the Site Survey (Attachment 3). The petitioner wishes to modify the existing Commercial Mobile Radio Service Facility by upgrading existing antennas and adding new equipment on the northwest and southeast antenna sectors roof of the office building based on the Existing and Proposed Antenna Plans (Exhibit E). Please see the Project Narrative (Exhibit A) for more details. The modification of the existing Commercial Mobile Radio Service Facility requires an amendment to the current Conditional Use for the property located in the C-2 zoning district pursuant to Section 12-8-5(G) of the Des Plaines Zoning Ordinance.

### **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 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 uses. While the current use is commercial and the existing building contains multiple tenant spaces, the petitioner will work to enhance the coverage of the existing Commercial Mobile Radio Service Facility for the region and provide adequate screening of all antennas and related equipment to reduce any negative impacts.



- The subject property is located along the defined Touhy Avenue commercial corridor with a multi-tenant office building to the north, commercial hotel to the east, and industrial business park and O'Hare Airport to the south. The subject property contains a multi-tenant building with a variety of different commercial uses and is located in between large, established commercial and industrial developments along Touhy Avenue and Lee Street. The request would assist in the improvement of existing communication facilities on site to improve coverage for users in the area.

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 utility and communication facilities in 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: A roof-mounted Commercial Mobile Radio Service Facility is a Conditional Use in the C-2, Limited Office Commercial District. 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: The Comprehensive Plan strives to support the installation and improvement of communication, transportation, and utility facilities throughout the region. The proposal would provide necessary improvements to the existing Commercial Mobile Radio Service Facility to enhance coverage in the area and services to residents in the area. 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: The existing Commercial Mobile Radio Service Facilities on the roof of the office building have been designed, constructed, operated, and maintained to be harmonious and appropriate in appearance with buildings on neighboring properties, as these types of facilities are located on buildings of similar size and appearance in Des Plaines. Additionally, these facilities have been screened to reduce the negative impact of the antennas and related equipment pursuant to design regulations in Section 12-8-5 of the Des Plaines Zoning Ordinance. 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: The existing Commercial Mobile Radio Service Facility is not hazardous and does not currently disturb neighboring properties since the facilities are located on top of the building, are screened from view from the street, and are operated without personnel. Since these facilities are typically accessed only for regular maintenance, repairs, and upgrades of equipment, the operation of the facilities do not have adverse effects on neighboring uses. 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: The existing Commercial Mobile Radio Service Facility is currently served by adequate public facilities and services as there are currently six entrances to the subject property off Lee Street. The proposal would not change the existing public facilities and services. 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:* The existing Commercial Mobile Radio Service Facility does not create excessive additional requirements at the public's expense, as it is installed on the existing building on the subject property and utilizes the same utilities and services already present on site. 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:* The existing Commercial Mobile Radio Service Facility is located on the roof of the existing multi-tenant office building and self-contained to minimize any excessive production of noise, smoke fumes, glare, and odors. These existing facilities do not have any impact on traffic of the existing site. 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:* The existing Commercial Mobile Radio Service Facility does not have any impact of vehicular access to the subject property since the facilities are installed on the roof of the building. The proposal will not affect any existing vehicular access to the site. 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:* The subject property is already developed with a multi-tenant office building and the existing Commercial Mobile Radio Service Facilities. Thus, the proposal will not result in the destruction, loss, or damage of natural, scenic, or historic features of major importance. 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:* The existing Commercial Mobile Radio Service Facility complies with all additional regulations of the Zoning Ordinance. The proposal will also meet all other regulations in the Zoning Ordinance. Please see the petitioner's responses to Standards for Conditional Uses.

**Planning and Zoning Board Review:** The Planning and Zoning Board met on May 11, 2021 to consider a Conditional Use Amendment under Section 12-8-5(G) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow for the upgrade and expansion to an existing Conditional Use for a Commercial Mobile Radio Service Facility located at 1011 E. Touhy Avenue in the C-2, Limited Office Commercial district.

The petitioner presented a brief overview of the request noting that T-Mobile has existing equipment on the roof of the building and that the new equipment will be located in the same location as the existing equipment. She described that the request is for the upgrade of existing antennas and support equipment for the Commercial Mobile Radio Facility. She added that the new antennas proposed for this facility will be shorter than the existing antennas, allowing for proper screening of this equipment from the ground.

The Planning and Zoning Board (PZB) Members asked for clarification on the visibility of the Commercial Mobile Radio Service Facility from the street to confirm that nothing was visible from the ground.

Community and Economic Development staff summarized the staff report and recommended approval of the request with the condition that that drawings may have to be amended to comply with all applicable codes and regulations.

No members of the public spoke on this petition. The Planning and Zoning Board *recommended* (5-0) that the City Council *approve* the request with the condition found in the staff report.

**Recommendations:** I recommend approval of Ordinance Z-35-21 for a Conditional Use request for the modification of an existing Commercial Mobile Radio Service Facility at 1011 E. Touhy Avenue 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 with the condition that drawings may have to be amended to comply with all applicable codes and regulations prior to permit issuance.

**Attachments:**

- Attachment 1: Petitioner's Responses to Standards
- Attachment 2: Location Map
- Attachment 3: Site 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 of Minutes from the May 11, 2021 Planning and Zoning Board Meeting

**Ordinance Z-35-21**

- Exhibit A: Project Narrative
- Exhibit B: Rooftop Plan
- Exhibit C: Existing and Proposed Enlarged Equipment Layout
- Exhibit D: Elevation Details
- Exhibit E: Existing and Proposed Antenna Plans
- Exhibit F: Unconditional Agreement and Consent

## COMMUNITY AND ECONOMIC DEVELOPMENT

1420 Miner Street  
Des Plaines, IL 60016  
P: 847.391.5306  
desplaines.org

### STANDARDS FOR CONDITIONAL USES

**The Planning and Zoning Board and City Council review the particular facts and circumstances of each proposed Conditional Use in terms of the following standards.** Keep in mind that in responding to the items below, you are demonstrating that the proposed use is appropriate for the site and will not have a negative impact on surrounding properties and the community. Please answer each item completely and thoroughly (two to three sentences each).

1. The proposed conditional use is in fact a conditional use established within the specific zoning district involved;

Commercial mobile radio service facility on a rooftop is allowed in the Limited Office Commercial (C-2) zoning district as a conditional use. A conditional use permit was previously approved for the installation of the existing equipment.

2. The proposed conditional use is in accordance with the objectives of the city's comprehensive plan and this title;

The proposed conditional use amendment is in accordance with the objectives of the city's comprehensive plan by ensuring the residents maintain uninterrupted Personal Communications Services ("PCS"). PCS allows residents to have access to communication devices for business operations and in case of an emergency.

3. The proposed conditional use is designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity;

The proposed conditional use amendment is designed, constructed, operated, and maintained to be harmonious and appropriate in appearance with the existing and intended character of the general vicinity. The existing antennas are designed to be concealed to resemble the aesthetics of the building.

4. The proposed conditional use is not hazardous or disturbing to existing neighboring uses;

The proposed conditional use amendment will not be hazardous or disturbing to existing neighboring uses. T-Mobile is replacing some of the existing equipment at this location and the site has proven not to be hazardous or disturbing to existing neighboring uses.

5. The proposed conditional use is to be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or the persons or agencies responsible for the establishment of the proposed conditional use shall provide adequately any such services;

The proposed conditional use amendment at the existing commercial mobile radio service facility will be served adequately by essential public facilities and services. Because the facility is unstaffed, there will be no impact to the existing traffic patterns nor will there be any need for additional access roads. No drainage, sanitation, refuse disposal, water and sewer, or school services will be necessary for this facility. Existing police and fire protection are more than adequate to provide security for the facility.

6. The proposed conditional use does not create excessive additional requirements at public expense for public facilities and services and not be detrimental to the economic welfare of the community;

A wireless telecommunications facility is unstaffed and entirely self-monitored. The only public utilities needed are power and teleco/fiber which are readily available to the site and currently being utilized by the existing equipment. Because the facility is unstaffed, no additional public facilities or services are required.

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

The proposed conditional use amendment to swap equipment, will not have an adverse effect on the surrounding properties nor the character of the area. Wireless transmissions do not interfere with any other form of communications whether public or private, or in any way endanger the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors. All wireless telecommunications facilities are governed by FCC and FAA regulations, which has deemed the signals will not cause any health-related affects.

8. The proposed conditional use provides vehicular access to the property designed that does not create an interference with traffic on surrounding public thoroughfares;

The proposed conditional use amendment will not interfere with traffic around the site. The facility will be commonly be visited by a maintenance personnel approximately once or twice a month in a van-sized vehicle that will use the existing access points and not disrupt traffic on the surrounding public thoroughfares.

9. The proposed conditional use does not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance; and

The proposed conditional use amendment will not result in any destruction, loss, or damage of natural, scenic, or historic feature of major importance. The is an existing site that is being T-Mobile is seeking approval to swap some equipment. This site has not resulted an impact to historic features of major importance in the area.

10. The proposed conditional use complies with all additional regulations in this title specific to the conditional use requested

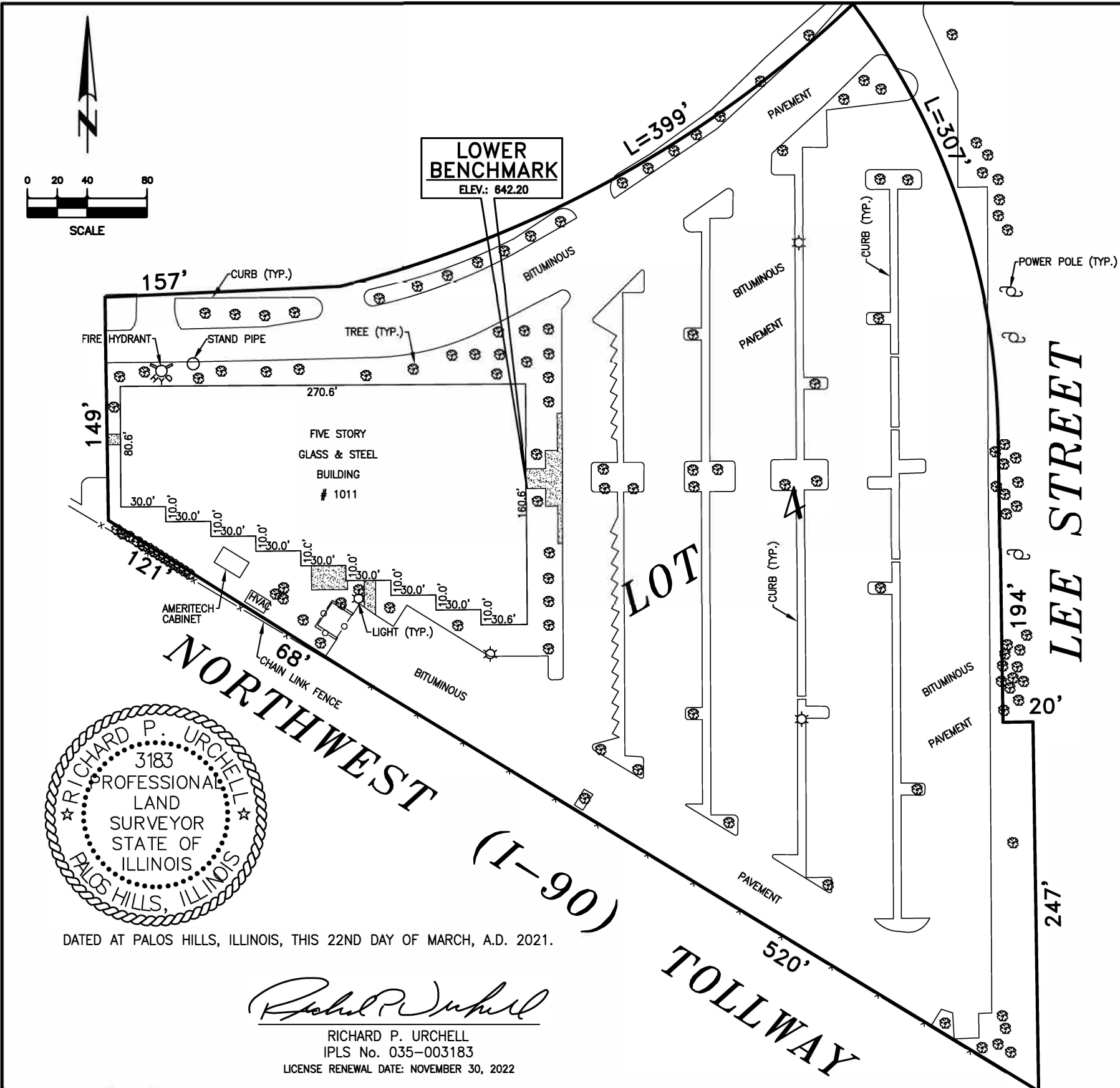
The proposed conditional use amendment does and will comply with all additional regulations in this title specific to this amendment request.

Legend

0 500 1000  
ft

**Print Date: 5/11/2021**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.

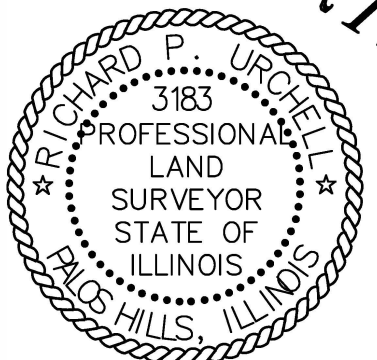


**SUBJECT PROPERTY**

LOT 4 IN O'HARE NORTHWEST OFFICE PARK SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**NOTES**

- 1. BEARINGS, IF ANY, SHOWN HEREON REFER TO TRUE NORTH DETERMINED BY GPS MEASUREMENT.
- 2. ELEVATIONS SHOWN ARE ON THE NORTH AMERICAN VERTICAL DATUM OF 1988
- 3. BENCHMARK:  
UPPER: SQUARE ON TOP OF I-BEAM LOCATED AS SHOWN:  
ELEVATION: 704.13  
  
LOWER: CHISELED SQUARE ON CONCRETE WALK LOCATED AS SHOWN:  
ELEVATION: 642.20
- 4. AFFECTS PERMANENT TAX INDEX NUMBERS: 09-32-101-022 AND 09-32-101-023
- 5. SURFACE EVIDENCE OF UNDERGROUND IMPROVEMENTS, IF ANY, SHOWN HEREON IS BASED ON PHYSICAL OBSERVATIONS AND RECORDS, IF ANY, PROVIDED. NO DELINEATION OF UTILITY MARKERS OR UTILITY NOTATIONS BY A UTILITY MARKING SERVICE WAS PROVIDED FOR USE IN THE PREPARATION OF THIS SITE SURVEY.
- 6. NO TITLE WORK WAS PROVIDED FOR USE IN THE PREPARATION OF THIS SITE SURVEY. SUBJECT PROPERTY LEGAL DESCRIPTION SHOWN HEREON IS FROM WARRANTY DEED RECORDED JULY 1, 2009, AS DOCUMENT NUMBER 0918210032. FOR BUILDING LINES, EASEMENTS AND OTHER RESTRICTIONS NOT SHOWN HEREON, REFER TO DEEDS, ABSTRACTS, TITLE POLICIES, SEARCHES OR COMMITMENTS, CONTRACTS AND LOCAL BUILDING AND ZONING ORDINANCES.
- 7. THE SUBJECT PROPERTY SHOWN HEREON LIES WITHIN UNSHADED FLOOD ZONE X, AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR COOK COUNTY, ILLINOIS, ON FLOOD INSURANCE RATE MAP PANEL NUMBER 17031C0219J, DATED AUGUST 19, 2008.
- 8. CENTER OF BUILDING LOCATION:  
NAD 83  
LATITUDE NORTH 42°00'25.75"  
LONGITUDE WEST 87°53'46.24"  
  
WITHIN TOLERANCES SET BY FAA IN 2C CERTIFICATE REQUIREMENTS
- 9. A.M.S.L. HEIGHT OF GROUND AT BUILDING ELEVATION: 644  
A.M.S.L. HEIGHT OF TOP OF BUILDING PARAPET ELEVATION: 705  
A.M.S.L. HEIGHT OF TOP OF PENTHOUSE ROOF ELEVATION: 710  
A.M.S.L. HEIGHT OF TOP OF EXISTING ANTENNAE ELEVATION: 712  
A.M.S.L. HEIGHT OF TOP OF SCREENS ELEVATION: 712  
  
WITHIN TOLERANCES SET BY FAA IN 2C CERTIFICATE REQUIREMENTS
- 10. ELEVATIONS AND IMPROVEMENTS SHOWN HEREON ARE BASED ON FIELD OBSERVATIONS AND MEASUREMENTS PERFORMED MARCH 16, 2021.
- 11. THIS SITE SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE SUBJECT PROPERTY. LIMITED FIELD MONUMENTATION AND LOCATION OF CHAIN LINK FENCE ALONG SOUTH LINE WAS USED TO SHOW GENERAL PERIMETER PROPERTY DIMENSIONS.



DATED AT PALOS HILLS, ILLINOIS, THIS 22ND DAY OF MARCH, A.D. 2021.

*Richard P. Urchell*  
RICHARD P. URCELL  
IPLS No. 035-003183  
LICENSE RENEWAL DATE: NOVEMBER 30, 2022

**WESTCHESTER**  
SERVICES LLC  
604 FOX GLEN  
BARRINGTON, IL 60010  
TELEPHONE: 847-277-0070  
FAX : 847-277-0080  
ae@westchesterservices.com

**CH13035E**  
**BLUE PRUDENTIAL BUILDING**  
1011 EAST TOUHY AVENUE  
DES PLAINES, IL

**T-Mobile**  
1400 OPUS PLACE 7TH FLOOR  
DOWNERS GROVE, IL 60515  
(773) 444-5400

0	3/19/21	PRELIMINARY	T.G.	R.U.	R.U.
NO.	DATE	REVISIONS	BY	CHK	APP'D
SCALE: AS SHOWN		DESIGNED BY:	DRAWN BY: T.G.		

**LANDMARK**  
ENGINEERING LLC  
DESIGN FIRM REGISTRATION NO. 184-005577  
7808 WEST 103RD STREET  
PALOS HILLS, ILLINOIS 60465-1529  
Phone (708) 599-3737  
PROJECT No. 21-03-019

SITE SURVEY  
PAGE 1 OF 2



Rachel P. Winkel

A north arrow pointing upwards and a scale bar marked from 0 to 30.

SITE SURVEY  
PAGE 2 OF 2





**1011 E. Touhy Ave – Public Notice**



**1011 E. Touhy Ave – Facing Northwest**



**1011 E. Touhy Ave – Facing West**



**1011 E. Touhy Ave – Front of Property**



COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

May 12, 2021

Mayor Bogusz and Des Plaines City Council  
CITY OF DES PLAINES

**Subject:** Planning and Zoning Board, 1011 E. Touhy Avenue, 21-007-CU, 5<sup>th</sup> Ward  
**RE:** Consideration of Conditional Use at 1011 E. Touhy Avenue, Case #21-007-CU (5<sup>th</sup> Ward)

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board met on May 11, 2021 to consider a Conditional Use Amendment under Section 12-8-5(G) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow for the upgrade and expansion to an existing Conditional Use for a Commercial Mobile Radio Service Facility located at 1011 E. Touhy Avenue in the C-2, Limited Office Commercial district.

1. The petitioner presented a brief overview of the request noting that T-Mobile has existing equipment on the roof of the building and that the new equipment will be located in the same location as the existing equipment. She described that the request is for the upgrade of existing antennas and support equipment for the Commercial Mobile Radio Facility. She added that the new antennas proposed for this facility will be shorter than the existing antennas, allowing for proper screening of this equipment from the ground.
2. The Planning and Zoning Board (PZB) Members asked for clarification on the visibility of the Commercial Mobile Radio Service Facility from the street to confirm that nothing was visible from the ground. The petitioner responded that the existing equipment is properly screened from view from the ground and that the new equipment will be installed in the same location with no changes in visibility.
3. Community and Economic Development staff summarized the staff report and recommended approval of the request with the condition that that drawings may have to be amended to comply with all applicable codes and regulations.
4. No members of the public spoke on this petition.
5. The Planning and Zoning Board *recommended* (5-0) that the City Council *approve* the request with the condition found in the staff report.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'James S. Szabo', written in a cursive style.

James Szabo,  
Des Plaines Planning and Zoning Board, Chairman

Cc: City Officials/Aldermen



## **OLD BUSINESS**

## **NEW BUSINESS**

1. **Address:** 1011 E Touhy Ave

**Case Number:** 21-007-CU  
Public Hearing

The petitioner is requesting a Conditional Use Amendment under Section 12-8-5(G) of the 1998 Des Plaines Zoning Ordinance, as amended, to expand the existing commercial mobile radio service facility at the subject property in the C-2 zoning district, and approval of any other such variations, waivers, and zoning relief as may be necessary.

**PIN:** 09-32-101-022-0000

**Petitioner:** Sheronica Chase, 10700 W. Higgins Road, Suite 240, Rosemont, IL 60018

**Owner:** Larry Goodman, ADM2, LLC, 999 E. Touhy Avenue, Suite 510, Des Plaines, IL 60018

Chairman Szabo swore in Sheronica Chase, petitioner for the case, via Zoom. Ms. Chase provided an overview of the request and explained that T-Mobile has existing equipment on the property, and the request is for a conditional use amendment to upgrade the current equipment. Ms. Chase stated that the new antennas are shorter than the current ones, and will not be visible from the street by the current screening.

Chairman Szabo asked if the Board had any questions.

Member Saletnik clarified that the antennas will be on the roof of the building at 1011 E Touhy, and not adding any additional height. Ms. Chase responded that the new equipment is in the same range, and there will be no change to visibility.

Chairman Szabo asked if there were any questions or comments from the audience. There were no comments or questions.

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 expansion of an existing Commercial Mobile Radio Service Facility Use in the C-2 zoning district.

**Analysis:**

**Address:** 1011 E. Touhy Avenue

**Owners:** Larry Goodman, ADM, LLC, 999 E. Touhy Avenue, Suite 510, Des Plaines, IL 60018

**Petitioner:** Sheronica Chase, T-Mobile, 10700 W. Higgins Road, Des Plaines, IL 60018

**Case Number:** 21-007-CU

**Real Estate Index Number:** 09-32-101-022-0000; -023

**Ward:** #5, Alderman Carla Brookman

**Existing Zoning:** C-2, Limited Office Commercial District

**Existing Land Use:** Multi-Tenant Commercial Building

**Surrounding Zoning:**  
 North: C-2, Limited Office Commercial District  
 South: M1, Limited Manufacturing/Business Park District (City of Chicago)  
 East: C-2, Limited Office Commercial District  
 West: M1, Limited Manufacturing/Business Park District (City of Chicago)

**Surrounding Land Use:**  
 North: Multi-tenant Office Building (Commercial)  
 South: Business Park (Industrial)  
 East: Hotel (Commercial)  
 West: Business Park (Industrial)

**Street Classification:** East Touhy Avenue is classified as a Principal Arterial and Lee Street is classified as a Minor Arterial.

**Comprehensive Plan:** The Comprehensive Plan designates this site as Commercial.

**Project Description: \_\_** The petitioner, Sheronica Chase on behalf of T-Mobile, has requested a Conditional Use Permit to expand an existing Commercial Mobile Radio Service Facility located on the roof of a multi-tenant office building at 1011 E. Touhy Avenue. The subject property is located within the C-2, Limited Office Commercial district and a roof-mounted Commercial Mobile Radio Service Facility is a conditional use with the C-2 zoning district. The subject property consists of two lots with a multi-tenant office building and a surface parking area as shown in the Plat of Survey. The subject property is located along East Touhy Avenue and Lee Street just north of the I-90 tollway. It is currently accessed by a service road off Lee Street with six curb cuts.

The existing Commercial Mobile Radio Service Facility was originally approved through Ordinance Z-9-99 for AT&T Wireless Services, Inc. to install three sectors, one on the northeast, southeast, and southwest corners of the roof, totaling twelve antennas on the roof of the existing office building. On December 6, 2000, a Conditional Use Amendment was approved through Ordinance Z-26-00 for Sprint PCS to allow for the installation of three sectors, one on the southeast corner and two on the northwest corners of the roof, totaling twelve new antennas. The current Commercial Mobile Radio Service Facilities are identified on the Site Plan (Attachment 5). The petitioner wishes to modify the existing Commercial Mobile Radio Service Facility by upgrading existing antennas and adding new equipment on the northwest and southeast antenna sectors roof of the office building based on the Antenna Details. Please see the Project Narrative for more details. The modification of the existing Commercial Mobile Radio Service Facility requires an amendment to the current Conditional Use for the property located in the C-2 zoning district pursuant to Section 12-8-5(G) of the Des Plaines Zoning Ordinance.

#### **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 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 uses. While the current use is commercial and the existing building contains multiple tenant spaces, the petitioner will work to enhance the coverage of the existing Commercial Mobile Radio Service Facility for the region and provide adequate screening of all antennas and related equipment to reduce any negative impacts.
  - The subject property is located along the defined Touhy Avenue commercial corridor with a multi-tenant office building to the north, commercial hotel to the east, and industrial business park and O'Hare Airport to the south. The subject property contains a multi-tenant building with a variety of different commercial uses and is located in between large, established commercial and industrial developments along Touhy Avenue and Lee Street. The request would assist in the improvement of existing communication facilities on site to improve coverage for users in the area.

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 utility and communication facilities 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: A roof-mounted Commercial Mobile Radio Service Facility is a Conditional Use in the C-2, Limited Office Commercial District. 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: The Comprehensive Plan strives to support the installation and improvement of communication, transportation, and utility facilities throughout the region. The proposal would provide necessary improvements to the existing Commercial Mobile Radio Service Facility to enhance coverage in the area and services to residents in the area. 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: The existing Commercial Mobile Radio Service Facilities on the roof of the office building have been designed, constructed, operated, and maintained to be harmonious and appropriate in appearance with buildings on neighboring properties, as these types of facilities are located on buildings of similar size and appearance in Des Plaines. Additionally, these facilities have been screened to reduce the negative impact of the antennas and related equipment pursuant to design regulations in Section 12-8-5 of the Des Plaines Zoning Ordinance. 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: The existing Commercial Mobile Radio Service Facility is not hazardous and does not currently disturb neighboring properties since the facilities are located on top of the building, are screened from view from the street, and are operated without personnel. Since these facilities are typically accessed only for regular maintenance, repairs, and upgrades of equipment, the operation of the facilities do not have adverse effects on neighboring uses. 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: The existing Commercial Mobile Radio Service Facility is currently served by adequate public facilities and services as there are currently six entrances to the subject property off Lee Street. The proposal would not change the existing public facilities and services. 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: The existing Commercial Mobile Radio Service Facility does not create excessive additional requirements at the public's expense, as it is installed on the existing building on the subject property and utilizes the same utilities and services already present on site. 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: The existing Commercial Mobile Radio Service Facility is located on the roof of the existing multi-tenant office building and self-contained to minimize any excessive production of noise, smoke fumes, glare, and odors. These existing facilities do not have any impact on traffic of the existing site. 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: The existing Commercial Mobile Radio Service Facility does not have any impact of vehicular access to the subject property since the facilities are installed on the roof of the building. The proposal will not affect any existing vehicular access to the site. 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: The subject property is already developed with a multi-tenant office building and the existing Commercial Mobile Radio Service Facilities. Thus, the proposal will not result in the destruction, loss, or damage of natural, scenic, or historic features of major importance. 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: The existing Commercial Mobile Radio Service Facility complies with all additional regulations of the Zoning Ordinance. The proposal will also meet all other regulations in the Zoning Ordinance. Please see the petitioner's responses to Standards for Conditional Uses.

**Recommendation:** Staff recommends approval of the Conditional Use Permit for the modification of an existing Commercial Mobile Radio Service Facility at 1011 E. Touhy Avenue 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 with the condition that drawings may have to be amended to comply with all applicable codes and regulations.

**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 amendment for the modification of an existing Commercial Mobile Radio Service Facility at 1011 E. Touhy Avenue. The City Council has final authority on the proposal.

**A motion was made by Board Member Hofherr, seconded by Board Member Saletnik, to recommend approval of the a Conditional Use Amendment under Section 12-8-5(G) of the 1998 Des Plaines Zoning Ordinance, as amended, to expand the existing commercial mobile radio service facility at the subject property in the C-2 zoning district, with the one condition, as presented:**

AYES: Hofherr, Saletnik, Fowler, Vermis, Szabo

NAYES: None

ABSTAIN: None

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



**CITY OF DES PLAINES**

**ORDINANCE     Z - 35 - 21**

**AN ORDINANCE GRANTING AN AMENDMENT TO AN  
EXISTING CONDITIONAL USE PERMIT FOR THE  
EXPANSION OF AN EXISTING COMMERCIAL MOBILE  
RADIO SERVICE FACILITY AT 1011 E. TOUHY AVENUE,  
DES PLAINES, ILLINOIS.**

**WHEREAS**, T-Mobile ("**Petitioner**") is the lessee of the property commonly known as 1011 E. Touhy Avenue, Des Plaines, Illinois ("**Subject Property**"); and

**WHEREAS**, the Subject Property is located in the C-2 Limited Office Commercial District of the City ("**C-2 District**"); and

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

**WHEREAS**, on June 5, 1999, the City Council adopted Ordinance Z-9-99 ("**Conditional Use Ordinance**"), approving a conditional use permit to allow a commercial mobile radio service facility on the Subject Property with six sectors on the roof of the Building ("**Facility**"), in accordance with Sections 12-7-3.E, 12-7-3.K, and 12-3-4 of the Zoning Ordinance ("**Conditional Use Permit**"); and

**WHEREAS**, on December 6, 2000, the City Council adopted Ordinance Z-26-00 approving an amendment to the Conditional Use Permit to allow the installation of three additional sectors on the roof of the Building; and

**WHEREAS**, the Petitioner desires to modify and expand the existing Facility by upgrading existing antennas and adding new equipment to the northwest and southeast antenna sectors on the roof of the Building on the Subject Property ("**Proposed Improvements**"); and

**WHEREAS**, the Petitioner submitted an application to the City of Des Plaines Department of Community and Economic Development ("**Department**") to amend the Conditional Use Permit to allow the construction of the Proposed Improvement and the expansion of the Facility on the Subject Property ("**Amended Conditional Use Permit**"), in accordance with Sections 12-7-3.E.3 and 12-7-3.K of the Zoning Ordinance; and

**WHEREAS**, the Subject Property is owned by ADM2 LLC ("**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 May 11, 2021 pursuant to notice published in the *Des Plaines Journal* on April 21, 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 May 12, 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 Amended Conditional Use Permit, subject to certain terms and conditions; and

**WHEREAS**, the Petitioner made certain representations to the PZB with respect to the proposed Amended Conditional Use Permit, 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 Amended Conditional Use Permits; and

**WHEREAS**, the City Council has considered the written report of the PZB, the applicable standards for conditional use permits set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated April 30, 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:

LOT 4 IN O'HARE NORTHWEST OFFICE PARK SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 41, NORTH, RANGE 12 EAST OF THIRD PRINCIPAL MERIDAN, IN COOK COUNTY, ILLINOIS.

PINs: 09-32-101-022-0000; -023

Commonly known as: 1011 E. Touhy Avenue, Des Plaines, Illinois.

**SECTION 3. AMENDED 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 an Amended Conditional Use Permit to allow the construction of the Proposed Improvements and the expansion of the Facility on the Subject Property. The Amended 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 Amended 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 two sheets, and undated, attached to and by this reference made a part of this Ordinance as **Exhibit A**; and
2. That certain "Rooftop Plan" prepared by John M. Banks, consisting of one sheet, and with a latest revision date of January 27, 2021, attached to and by this reference made a part of this Ordinance as **Exhibit B**; and

3. That certain “Existing and Proposed Enlarged Equipment Layout” prepared by John M. Banks, consisting of one sheet, and with a latest revision date of January 27, 2021, attached to and by this reference made a part of this Ordinance as **Exhibit C**; and
4. That certain “Elevation Details” prepared by John M. Banks, consisting of one sheet, and with a latest revision date of January 27, 2021, attached to and by this reference made a part of this Ordinance as **Exhibit D**; and
5. That certain “Existing and Proposed Antenna Plans” prepared by John M. Banks, consisting of one sheet, and with a latest revision date of January 27, 2021, attached to and by this reference made a part of this Ordinance as **Exhibit E**.

C. Additional Condition. The development, use, and maintenance of the Subject Property shall be subject to and contingent upon the condition that drawings may have to be amended to comply with all applicable codes and regulations prior to permit issuance.

**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 Amended 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 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-2 District. Further, in the event of such revocation of the Amended 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 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 F**; 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:**

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**CITY CLERK**

Published in pamphlet form this  
\_\_\_\_ day of \_\_\_\_\_, 2021.

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**

DP-Ordinance Approving an Amended Conditional Use Permit (CUP) at 1011 E. Touhy Avenue for Expansion of Existing Commercial Mobile Radio Service Facility

# Narrative Overview

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T-Mobile is requesting Conditional Use Amendment Approval, pursuant to the City of Des Plaines Zoning Ordinance §12-3-4, in order to complete the proposed modification to the rooftop commercial mobile service facility on the property located at 1011 Touhy Avenue, Des Plaines, IL 60018 (PIN 09-32-101-022-0000 & 09-32-101-023-0000). T-Mobile has been working to upgrade their equipment at different sites to support 5G capabilities. T-Mobile has acquired the necessary licenses from the Federal Communications Commission (“FCC”) to provide Personal Communications Services (“PCS”) coverage throughout the United States. These licenses include the City of Des Plaines.

The proposed project will consist of swapping 3 existing antennas and support equipment with new antennas and additional equipment.

The proposed site is located in the City’s C-2 Limited Office Commercial District. The properties immediately surrounding the parcel to the east and west are zoned C-2 and R-1 Single Family Residential to the north of the proposed site. The property to the south is within the O’hare International Airport. Allowing the proposed upgrades in this area will continue to help increase access to telecommunication services, wi-fi, and increase connection to emergency services for future development.

The modifications T-Mobile is proposing to install is necessary in order to provide uninterrupted PCS coverage for the carrier to the residents of the City of Des Plaines, including wireless telephone service, voice paging, messaging and wireless internet and broadband data transmission. All registered wireless provider’s technology operates at various radio frequency bands allocated by the FCC as part of their licenses.

PCS systems operate on a grid system with overlapping cells mesh together, forming a seamless network. No single site can function as a stand-alone entity as each site is interconnected, forming the network. The technical criteria for establishing cell sites are very exacting as to the location and height. The proposed site is within the geographic area deemed necessary for T-Mobile in order to provide uninterrupted services.



The facility is unstaffed and will require service technicians, in a pick-up/van sized vehicle, to visit the site approximately once per month. Access will be provided via the established driveway at the property. No new points of public right-of-way access are requested, and there is no traffic impact due the proposal. The site is entirely self-monitored through a sophisticated alarm system which is connected to a main switch station. The system alerts personnel to any equipment malfunction or breach of security. Additionally, there is no impact on any town's services such as water, sanitation, police and fire. The only services used in connect with the wireless telecommunications facility are power and land-line telephone.

In accordance with FCC regulations, the mobile service support structure will not interfere with any form of communications, including but not limited to, land-line phones, cable and satellite television and radio broadcasts. PCS technology has become a vital part of emergency services, aiding local residents and motorists in a variety of situations, thus helping to protect the general public's health, safety and welfare. The proposed mobile service support structure at this site will further enhance goals of providing the most reliable network possible in this area and enhanced emergency services, including E911.

The proposed modification will be designed and constructed to meet all applicable governmental and industry safety standards. Specifically, T-Mobile will comply with all FCC and FAA rules and regulations regarding construction requirements and technical standards. Any and all RF emissions are subject to the exclusive jurisdiction of the FCC. The existing rooftop contains an FAA required beacon.

LCC Telecom Services, on behalf of T-Mobile, looks forward to working with the City of Des Plaines to bring the benefits of the proposed service to the entire area. The modification of the equipment will ensure the best uninterrupted wireless services for the citizens of the City of Des Plaines. The application addresses standards for a Conditional Use Amendment Approval contained in the City's zoning code, and how this proposal complies with those standards.

ABBREVIATIONS

AFF

AGL

AMSL

APPROX

AWG

BBU

BLDG

CLR

COL

CONC

CND

DWG

FT

EGB

ELEC

EMT

ELEV

EQUIP

E

EXT

FND

GA

GALV

GPS

GND

HCS

LTE

MAX

MFR

MGB

MIN

NTS

O.C.

OE/OT

RFDS

RGS

IN

INT

LB(#)

RRH

SF

SSC

STL

TBD

TYP

UE/UT

UNO

VIF

W/

XFMR

PL

ABOVE FINISHED FLOOR

ABOVE GRADE LEVEL

ABOVE MEAN SEA LEVEL

APPROXIMATE

AMERICAN WIRE GAUGE

BATTERY BACKUP UNIT

BUILDING

CLEAR

COLUMN

CONCRETE

CONDUIT

DRAWING

FOOT(FEET)

EQUIPMENT GROUND BAR

ELECTRICAL

ELECTRICAL METALLIC TUBING

ELEVATION

EQUIPMENT

EXISTING

EXTERIOR

FOUNDATION

GAUGE

GALVANIZED

GLOBAL POSITIONING SYSTEM

GROUND

HYBRID CABLE SOLUTION

LONG TERM EVOLUTION

MAXIMUM

MANUFACTURER

MASTER GROUND BAR

MINIMUM

NOT TO SCALE

ON CENTER

OVERHEAD ELECTRIC/TELCO

RF DATA SHEET

RIGID GALVANIZED STEEL

INCH(ES)

INTERIOR

POUND(S)

REMOTE RADIO HEAD

SQUARE FOOT

SITE SUPPORT CABINET

STEEL

TO BE DETERMINED

TYPICAL

UNDERGROUND ELECTRIC/TELCO

UNLESS NOTED OTHERWISE

VERIFY IN FIELD

WITH

TRANSFORMER

PLATE

SYMBOLS

CL

REVISION

WORK POINT

UTILITY POLE

BRICK

COMPRESSED STONE

CONCRETE

EARTH

GRAVEL

MASONRY

STEEL

CENTERLINE

PROPERTY LINE

LEASE LINE

EASEMENT LINE

CHAIN LINK FENCE

WOOD FENCE

BELOW GRADE ELECTRIC

BELOW GRADE TELEPHONE

OVERHEAD ELECTRIC/TELEPHONE

SECTION REFERENCE

CL

REVISION

WORK POINT

UTILITY POLE

BRICK

COMPRESSED STONE

CONCRETE

EARTH

GRAVEL

MASONRY

STEEL

CENTERLINE

PROPERTY LINE

LEASE LINE

EASEMENT LINE

CHAIN LINK FENCE

WOOD FENCE

BELOW GRADE ELECTRIC

BELOW GRADE TELEPHONE

OVERHEAD ELECTRIC/TELEPHONE

SECTION REFERENCE

The diagram is a detailed rooftop plan for a building. It shows the layout of various antennas and equipment. Key features include:

- Alpha Sector:** Indicated by an arrow pointing towards the top-left corner, labeled "ALPHA SECTOR AZIMUTH 0°".
- Beta Sector:** Indicated by an arrow pointing towards the bottom-right corner, labeled "BETA SECTOR AZIMUTH 120°".
- Gamma Sector:** Indicated by an arrow pointing towards the top-left corner, labeled "GAMMA SECTOR AZIMUTH 260°".
- Antennas:** Several antennas are shown, including "NEW & EXISTING T-MOBILE ANTENNAS AND RF MODULES MOUNTED ON EXISTING SLED MOUNT (ALPHA & GAMMA SECTORS) SEE SHEET A-4 FOR ANTENNA LAYOUTS" and "NEW & EXISTING T-MOBILE ANTENNAS AND RF MODULES MOUNTED ON EXISTING SLED MOUNT (BETA SECTOR) SEE SHEET A-4 FOR DETAILS".
- Cables:** A network of cables is shown, including "(3) EXISTING 2.0 HCS TRUNKS (ALPHA LENGTH: ±350'-0\"

T-Mobile

stick together

LCC

TELECOM SERVICES

WESTCHESTER

SERVICES LLC

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ARCHITECT

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CHECKED BY:	ST		
APPROVED BY:	JMB		
REV.	DATE	BY	DESCRIPTION
A	06/04/19	LJ	PRELIMINARY CD
B	09/09/20	LJ	PRELIMINARY CD
C	10/02/20	LJ	PRELIMINARY CD
D	10/08/20	LJ	PERMIT/CONSTRUCTION
1	01/27/21	ST	PERMIT/CONSTRUCTION

STATE OF ILLINOIS

JOHN M. BANKS

001-014586

LICENSED ARCHITECT

SIGNED: 01/27/2021

EXP DATE: 11/30/2022

CH13035E

BLUE PRUDENTIAL BUILDING

1011 E. TOUHY AVE.

DES PLAINES, IL 60018

SHEET TITLE

ROOFTOP PLAN

SHEET NUMBER

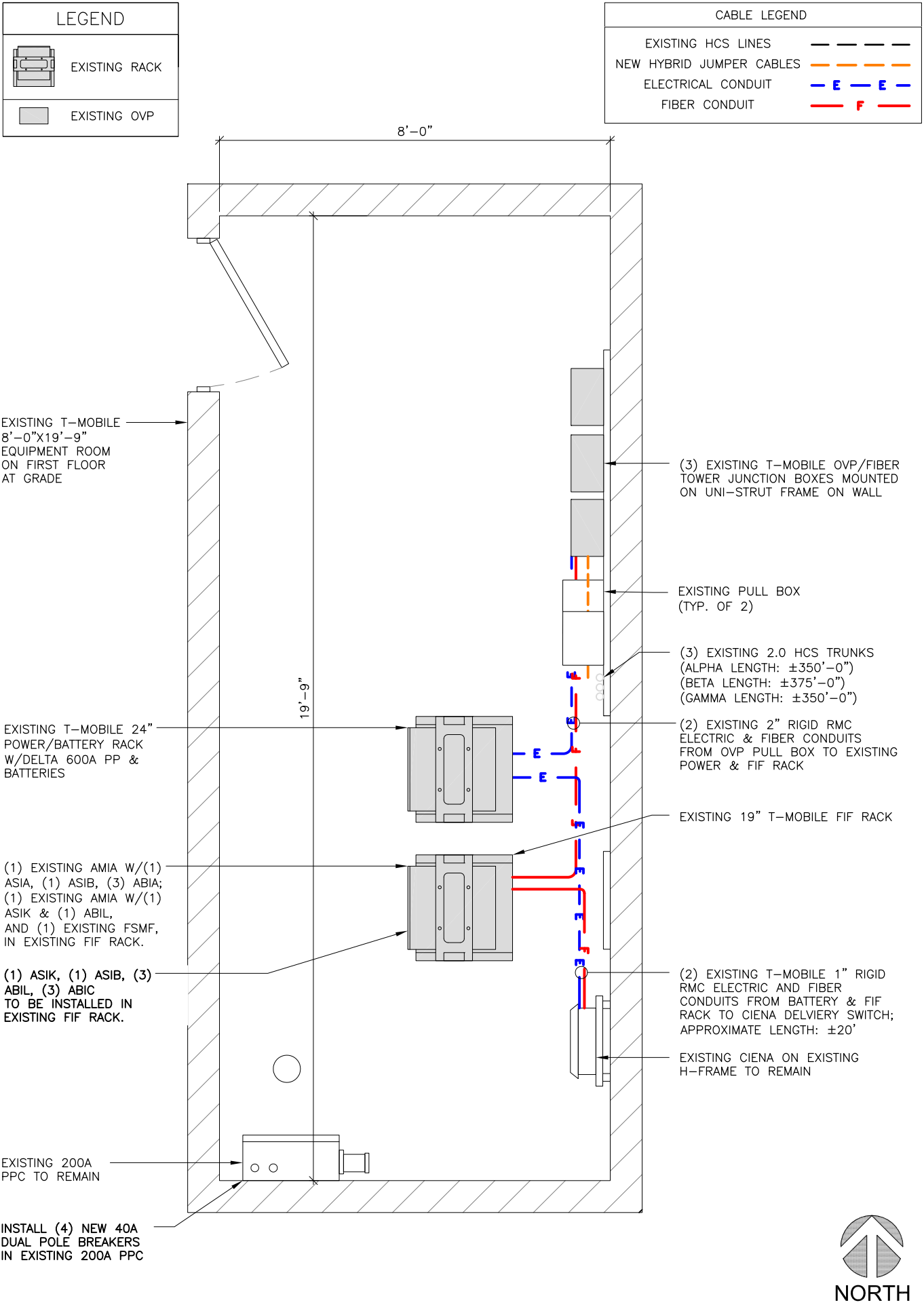
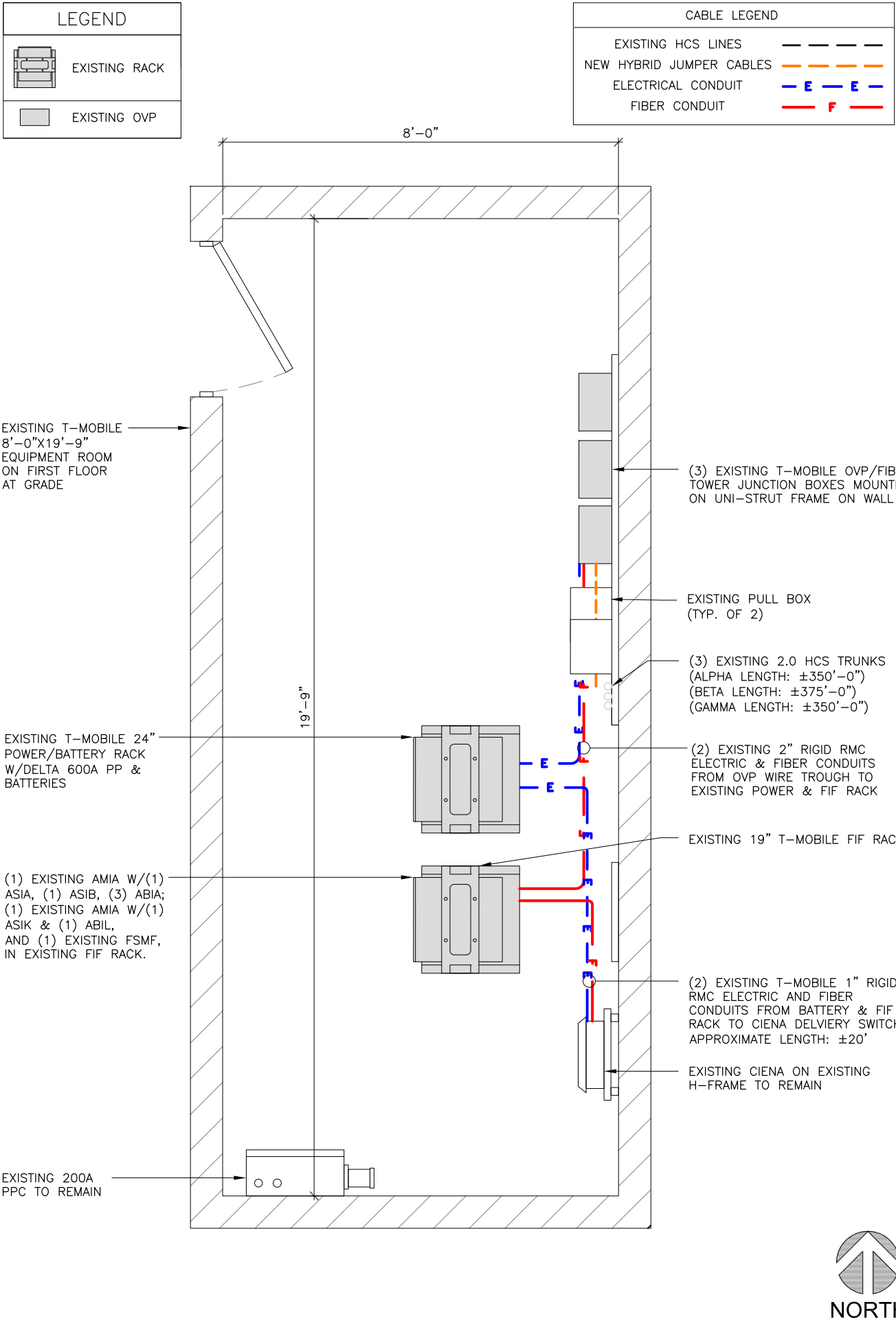
A-1

SCALE: 1"=30'

1

Exhibit B

Page 28 of 33



stick together®

TELECOM SERVICES

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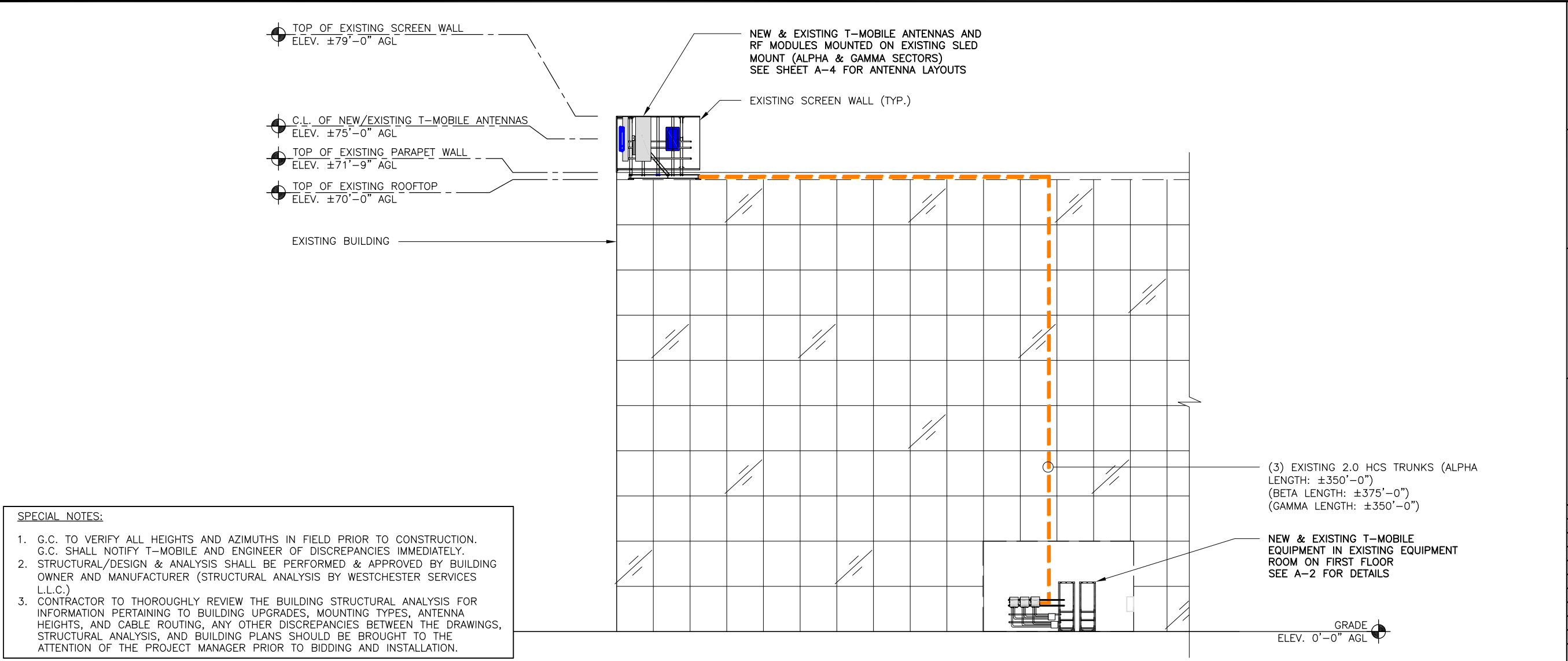
CH13035E  
BLUE PRUDENTIAL  
BUILDING  
1011 E. TOUHY AVE.  
DES PLAINES, IL 60018

SHEET TITLE  
EXISTING & PROPOSED  
ENLARGED EQUIPMENT  
LAYOUT

SHEET NUMBER  
A-2

Exhibit C

Page 29 of 33



**SPECIAL NOTES:**

1. G.C. TO VERIFY ALL HEIGHTS AND AZIMUTHS IN FIELD PRIOR TO CONSTRUCTION. G.C. SHALL NOTIFY T-MOBILE AND ENGINEER OF DISCREPANCIES IMMEDIATELY.
2. STRUCTURAL/DESIGN & ANALYSIS SHALL BE PERFORMED & APPROVED BY BUILDING OWNER AND MANUFACTURER (STRUCTURAL ANALYSIS BY WESTCHESTER SERVICES L.L.C.)
3. CONTRACTOR TO THOROUGHLY REVIEW THE BUILDING STRUCTURAL ANALYSIS FOR INFORMATION PERTAINING TO BUILDING UPGRADES, MOUNTING TYPES, ANTENNA HEIGHTS, AND CABLE ROUTING, ANY OTHER DISCREPANCIES BETWEEN THE DRAWINGS, STRUCTURAL ANALYSIS, AND BUILDING PLANS SHOULD BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER PRIOR TO BIDDING AND INSTALLATION.

BUILDING ELEVATION				SCALE: 1" = 15'-0"		1
NOT USED				SCALE: N.T.S.	2	NOT USED
NOT USED				SCALE: N.T.S.	3	

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


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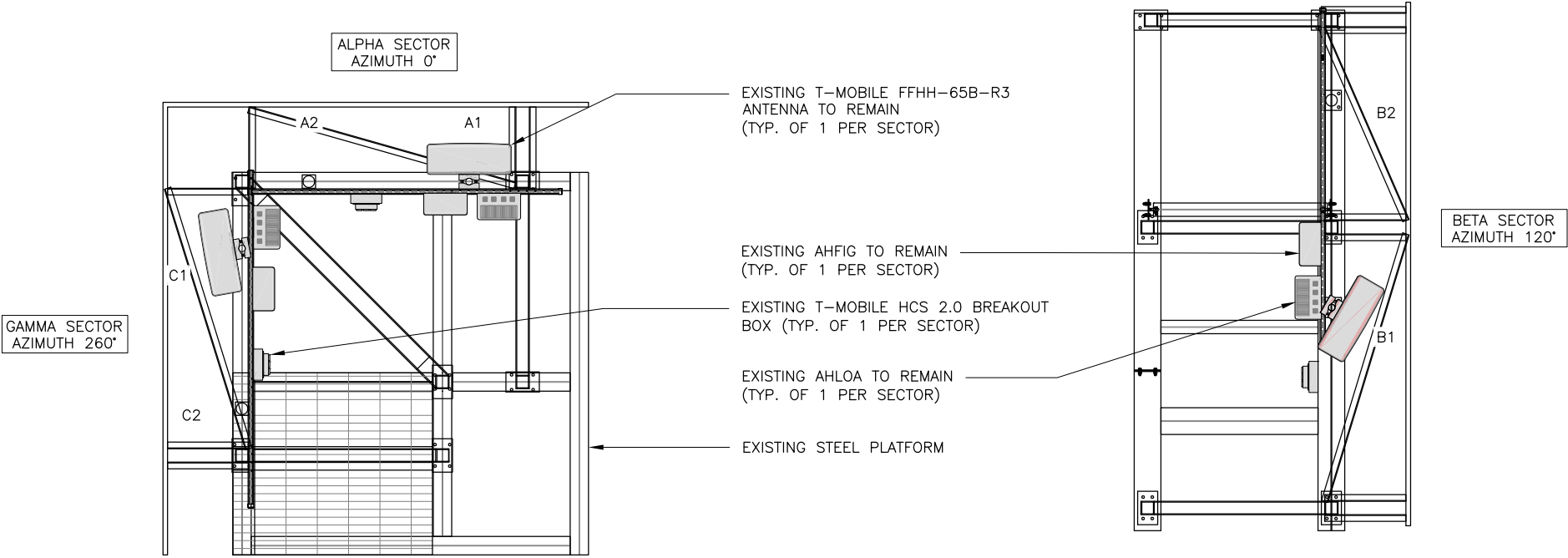
SIGNED: 01/27/2021      EXP DATE: 11/30/2022

CH13035E  
BLUE PRUDENTIAL  
BUILDING  
1011 E. TOUHY AVE.  
DES PLAINES, IL 60018

SHEET TITLE  
**ELEVATION & DETAILS**

SHEET NUMBER  
**A-3**

LEGEND	
	ANTENNA TO REMAIN
	EXISTING AHLOA
	EXISTING AHFIG
	EXISTING BREAKOUT BOX



**T-Mobile**  
stick together®

**LCC**  
TELECOM SERVICES

**WESTCHESTER**  
SERVICES LLC  
604 FOX GLEN  
BARRINGTON, IL 60010  
TELEPHONE: 847-277-0070  
FAX: 847-277-0080  
AE@westchesterservices.com

**JOHN M. BANKS**  
ARCHITECT

604 FOX GLEN  
BARRINGTON, IL 60010  
TELEPHONE: 847-277-0070  
FAX: 847-277-0080  
jbanks@westchesterservices.com






CHECKED BY:		ST	
APPROVED BY:		JMB	
REV.	DATE	BY	DESCRIPTION
A	06/04/19	LJ	PRELIMINARY CD
B	09/09/20	LJ	PRELIMINARY CD
C	10/02/20	LJ	PRELIMINARY CD
D	10/08/20	LJ	PERMIT/CONSTRUCTION
1	01/27/21	ST	PERMIT/CONSTRUCTION



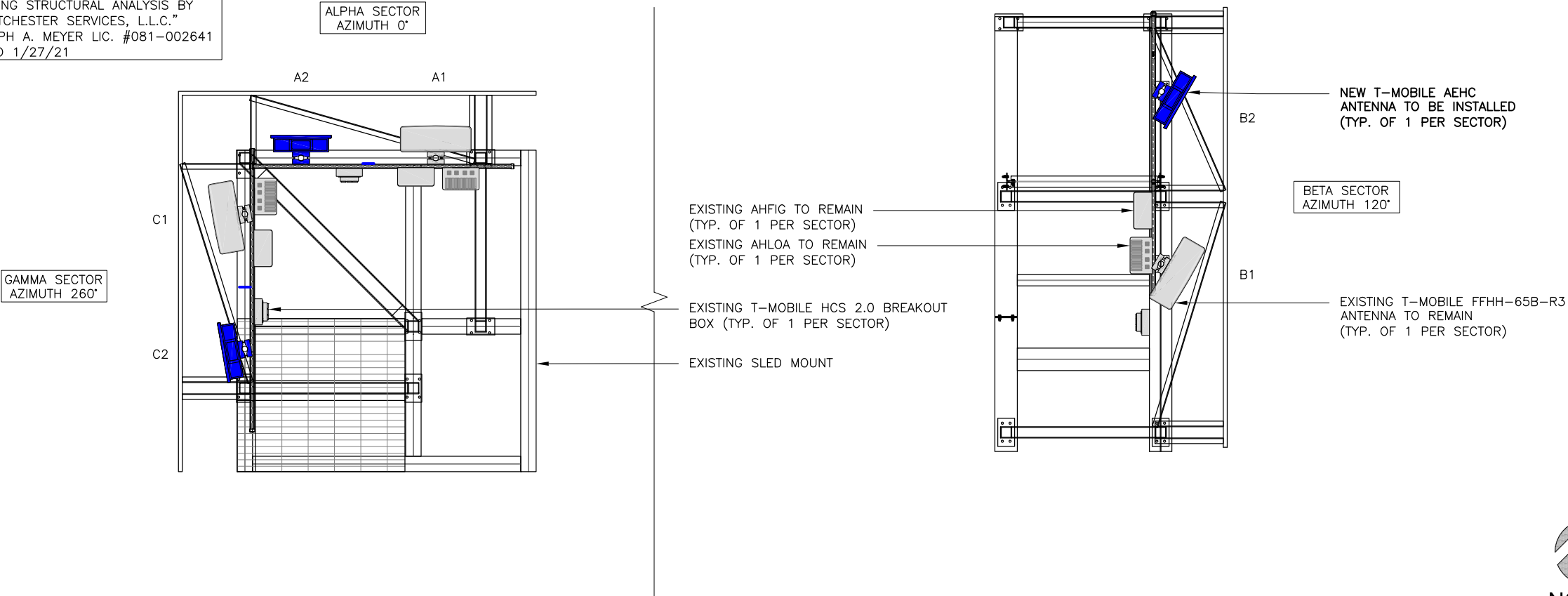
EXISTING T-MOBILE ANTENNA CONFIGURATION

SCALE: 1/4" = 1'-0"

1

LEGEND	
	NEW AEHC
	EXISTING ANTENNA
	EXISTING AHLOA
	EXISTING AHFIG
	EXISTING BREAKOUT BOX

CONSTRUCTION DRAWINGS BASED ON  
PASSING STRUCTURAL ANALYSIS BY  
"WESTCHESTER SERVICES, L.L.C."  
JOSEPH A. MEYER LIC. #081-002641  
DATED 1/27/21



SIGNED: 01/27/2021 EXP DATE: 11/30/2022

CH13035E  
BLUE PRUDENTIAL  
BUILDING  
1011 E. TOUHY AVE.  
DES PLAINES, IL 60018

SHEET TITLE  
EXISTING & PROPOSED  
ANTENNA PLANS

SHEET NUMBER

A-4

NEW T-MOBILE ANTENNA CONFIGURATION

SCALE: 1/4" = 1'-0"

2



## EXHIBIT F

### UNCONDITIONAL AGREEMENT AND CONSENT

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

**WHEREAS**, T-Mobile ("**Petitioner**") applied to the City of Des Plaines for an amendment to an existing conditional use permit to allow for an expansion of the existing Commercial Mobile Radio Service Facility ("**Amended Conditional Use Permit**") on that certain property commonly known as 1011 E. Touhy Avenue, Des Plaines, Illinois ("**Subject Property**") pursuant to Section 12-7-3.E.3 and 12-7-3.K of the City of Des Plaines Zoning Ordinance of 1998, as amended; and

**WHEREAS**, the Subject Property is owned by ADM2 LLC ("**Owner**"), which consented to the Petitioner's application; and

**WHEREAS**, Ordinance No. Z-35-21 adopted by the City Council of the City of Des Plaines on \_\_\_\_\_, 2021 ("**Ordinance**"), grants approval of the Amended 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-35-21, 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.

ATTEST:

**T-MOBILE**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

ATTEST:

**ADM2 LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



## COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

### MEMORANDUM

Date: May 26, 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 a Trade Contractor Use at 1628 Rand Road, Case 21-008-CU (1<sup>st</sup> Ward)

**Issue:** The petitioner is requesting a Conditional Use under Section 12-7-3(K)(3) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a Trade Contractor use in the C-3 zoning district at 1628 Rand Road.

**Analysis:**

**Address:** 1628 Rand Road

**Owners:** Elliott Katz, 2401 N. Janssen Avenue, Unit 301, Chicago, IL 60018

**Petitioner:** Peter Topolewick, 2020 Berry Lane, Des Plaines, IL 60018

**Case Number:** 21-008-CU

**Real Estate Index**

**Number:** 09-16-104-022-0000

**Ward:** #1, Alderman Mark A. Lysakowski

**Existing Zoning:** C-3, General Commercial District

**Existing Land Use:** Vacant Building

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

**Surrounding Land Use:** North: Single Family Residences  
South: Columbus Foods & Liquors (Commercial)



East: Apartment Building (Residential)  
West: Our Lady of Fatima Center (Commercial)

**Street Classification:** Rand Road is classified as a Minor Arterial road and Grove Avenue is classified as a Local street.

**Comprehensive Plan:** The Comprehensive Plan designates this site as Commercial.

**Project Description:** The petitioner, Peter Topolewick, owner and operator of House of Granite and Marble Co., has requested a Conditional Use Permit for a Trade Contractor use, at 1628 Rand Road. The subject property is located within the C-3, General Commercial district and a Trade Contractor is a conditional use in the C-3 zoning district. The subject property contains a single-tenant building with an off-street surface parking area on the west side of the property and on-street parking area along Grove Avenue on the east side of the property as shown in the Plat of Survey (Attachment 3). The subject property is located along Rand Road at the northwest corner of the Rand Road/Grove Avenue intersection. The subject property is currently accessed by three curb cuts, two off Rand Road and one off Grove Avenue.

The existing one-story, 14,604-square foot building consists of a front customer entrance in the front and a separate shop area in the rear. The petitioner wishes to utilize the front portion of the building as an office/showroom area and the rear portions of the building as a material warehouse and fabrication room based on the Site Plan (Exhibit B). The petitioner's proposal does not include any changes to the building. However, the petitioner does plan to add landscaping in front of the building and along Rand Road. Staff has added a condition that the Landscape Plan will be updated to provide landscape details proposed for the subject property. The dumpster for this suite will be stored in the northwest corner of the site in compliance with Section 12-10-11 of the Des Plaines Zoning Ordinance.

The proposed Floor Plan includes a 2,000-square foot office/showroom space and 12,604-square foot warehouse space. The following parking regulations apply to this request pursuant to Section 12-9-7 of the Des Plaines zoning Ordinance:

- One parking space for every 250 square feet of gross floor area for office spaces; and
- One parking space for every 1,500 square feet of gross floor area for warehouse space.

Thus, a total of 17 off-street parking spaces are required including one handicap accessible parking space (2,000-square feet of office space / 250-square feet; and 12,604-square feet / 1,500-square feet = 17 parking spaces). The Site Plan (Exhibit B) proposes 17 total parking spaces on the property, including a handicap accessible space, which meets this requirement.

House of Granite and Marble Company will be open on Monday through Saturday from 8:30 pm to 6:00 pm. The warehouse portion of the building will be open Monday through Saturday from 7:15 am to 6 pm. Their services will include

the sale, fabrication, and installation of stone, granite, quartz, kitchen cabinets, sinks, faucets, counter tops, vanities, and shower glass. A maximum of twelve employees will be 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 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 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 uses. While the current use is commercial, the petitioner will work to enhance the subject property by renovating the existing building and installing landscaping along Rand Road and the front of the building. All activities and items stored will be inside to reduce any negative impacts.
- The subject property is located along the defined Rand Road commercial corridor with single-family residences to the north, multi-family residences to the east, and commercial development to the south and the west. The subject property contains a single-tenant building located in between established commercial developments along Rand Road. The request would assist in the retention of a new commercial business at this location and provide additional retail goods and 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 does not contain landscaping. However, the proposal seeks to add perimeter parking lot landscaping along Rand Road and foundation landscaping along the building where applicable to improve the aesthetics of the 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: The proposed use is classified as a Trade Contractor use. A Trade Contractor is a Conditional Use in the C-3 zoning district. 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: The proposed Trade Contractor use assists in providing a service-oriented use that primarily serve day-to-day needs of local residents by increasing commercial opportunities for residents in Des Plaines. Additionally, the subject property is located near the Mannheim Road commercial corridor, which is identified as a major corridor in Des Plaines. 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: The proposed Trade Contractor use is designed, constructed, operated, and maintained to be harmonious and appropriate in appearance to surrounding commercial uses as the new business will transform the existing vacant building into a new commercial use. The proposal includes enhancements to the site as a whole including an interior building remodel, the addition of landscaping, and improvements to the parking area. 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: The proposed Trade Contractor use will be not hazardous or distributing to neighboring uses as all activities, including the fabrication of materials, will take place inside the building. The proposal will include landscaping and screening to minimize the impact of the proposed use on neighboring residences to the north and east. 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: The subject property is served adequately by essential public facilities and services since it is currently accessible by two streets and three total curb cuts as well as necessary public utilities. The proposed Trade Contractor use will not affect the existing public facilities and services for this property. 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: The proposed Trade Contractor use will not create excessive additional requirements at the public expense and will not be detrimental to economic well-being of the community as it will transform a vacant building into a new asset for the City of Des Plaines and can help improve the local economy. 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: The proposed Trade Contractor use will include the fabrication of materials on site. However, all activities will take place inside the building and appropriate screening will be provided to minimize any excessive production of noise, smoke fumes, glare, or odors. The site will be enhanced to avoid any negative impacts to traffic in the area and ingress/egress of the site. 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: The subject property does not create interference with traffic in the area with the existing access points and configuration. The proposed Trade Contractor use does not intend to alter these access points or the overall configuration of the site. 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: The subject property is currently developed and improved with a building and surface parking area. The proposed Trade Contractor use will not lead to the loss or damage of natural, scenic, or historic features of major importance on this property. 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: The proposed Trade Contractor use will comply with all additional regulations of the zoning Ordinance. Please see the petitioner's responses to Standards for Conditional Uses.

**Planning and Zoning Board Review:** The Planning and Zoning Board met on May 11, 2021 to consider a Conditional Use under Section 12-7-3(K) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow for a Trade Contractor use at 1628 Rand Road in the C-3, General Commercial district.

The petitioner presented a brief overview of the request to locate a granite shop store with a showroom and warehouse area. She mentioned that they will occasionally cut and/or polish slabs of materials for different projects for the customer. She asked for clarification regarding the requirement for the eight-foot tall, wood privacy fence, as the subject property is located within a flood area.

The Planning and Zoning Board (PZB) Members asked if any fabrication activities take place outside the building; if the petitioner has received any concerns or comments from the neighbors regarding this request; if City staff has received any concerns or comments from the neighbors regarding this request; if the parking area will be redone; if the eight-foot tall, wood privacy fence required is permissible since the property is located in a flood area and not a floodway; and if the petitioner is aware of and accepts the conditions on the staff report.

Community and Economic Development staff summarized the staff report and recommended approval of the request with four conditions. One condition requires the petitioner to submit a revised Site Plan drawing to include landscape details in conformance with Section 12-10 of the Zoning Ordinance within 60 days of City Council approval. Another condition requires that an eight-foot tall wood privacy fence is installed along the north property line in conformance with Section 12-8-2 of the Zoning Ordinance within 60 days of City Council approval.

No members of the public spoke on this petition. The Planning and Zoning Board recommended (5-0) that the City Council approve the request with the four conditions in the staff report.

**Recommendations:** I recommend approval of Ordinance Z-36-21 for a Conditional Use request for a Trade Contractor use at 1628 Rand 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 with the following conditions:

**Conditions of Approval:**

1. The Petitioner must revise the Site Plan to include landscape details in conformance with Section 12-10 of the Zoning Ordinance within 60 days of City Council approval of this Ordinance.
2. That an eight-foot-tall wood privacy fence must be installed along the north property line of the Subject Property in conformance with Section 12-8-2 of the Zoning Ordinance within 60 days of City Council approval of this Ordinance.
3. Storage of commercial vehicles or materials within the required drive aisles or customer parking spaces is prohibited at all times on the Subject Property.
4. Outdoor storage of raw materials or fabricated goods is prohibited at all times on the Subject Property.

**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 May 11, 2021 Planning and Zoning Board Meeting

**Ordinance Z-36-21**

Exhibit A: Project Narrative

Exhibit B: Site Plan

Exhibit C: Unconditional Agreement and Consent



## STANDARDS FOR CONDITIONAL USES

**The Planning and Zoning Board and City Council review the particular facts and circumstances of each proposed Conditional Use in terms of the following standards.** Keep in mind that in responding to the items below, you are demonstrating that the proposed use is appropriate for the site and will not have a negative impact on surrounding properties and the community. Please answer each item completely and thoroughly (two to three sentences each).

1. The proposed conditional use is in fact a conditional use established within the specific zoning district involved;

Yes, the conditional use request is for a trade contractor use, showroom for purchase and installation of granite, kitchen cabinets, countertops, sinks, etc.

2. The proposed conditional use is in accordance with the objectives of the city's comprehensive plan and this title;

Yes, the commercial/trade contractor use is in accordance with the objectives of Chapters 2, 3 and 8 of the Des Plaines comprehensive plan. The business will be retail showroom with installation services that will primarily serve day-to-day needs of local residents.

3. The proposed conditional use is designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity;

The proposed conditional use will be designed, constructed, operated and maintained so as to be harmonious and appropriate with the existing C-3 commercial character of the general vicinity. The business will be commercial storefront with a warehouse and showroom accessible to the public. The interior and exterior of the building will be refreshed and refurbished.

4. The proposed conditional use is not hazardous or disturbing to existing neighboring uses;

The proposed conditional use is not hazardous or disturbing to existing neighboring uses. As other neighboring uses, the property will be a commercial storefront open to the public and serving the day to day needs of local residents. The warehouse will be located in the rear of the property and not open or accessible to the public.

5. The proposed conditional use is to be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or the persons or agencies responsible for the establishment of the proposed conditional use shall provide adequately any such services;

Yes the proposed conditional use will be served adequately by essential public facilities and services. The property is currently connected to all public utilities(gas, water, sewer, etc) and is protected by police and fire services. The property has access to Rand Road and provides parking for customers and employees.

6. The proposed conditional use does not create excessive additional requirements at public expense for public facilities and services and not be detrimental to the economic welfare of the community;

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 welfare. The property is already connected to all public utilities and is within the boundaries of police and fire services provided by the Village. There will be minimal to no additional requirements at public expense as the Purchaser intends to improve the currently vacant property to advance the Villages mission of economic development and eliminate the health and safety issues associated with a vacant commercial building.

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

The proposed conditional use will be a showroom and warehouse/factory. The business will be open during normal business hours and the warehouse shall be used for storage and cutting granite/marble/stor which does not produce excessive noise, smoke, fumes, glare or odor. The business will not produce excessive production of traffic as the business is not a high traffic business and has large parking lot.

8. The proposed conditional use provides vehicular access to the property designed that does not create an interference with traffic on surrounding public thoroughfares;

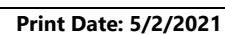
The proposed conditional use provides vehicular access to the property via Rand Road. The property also has a large parking lot sufficient for both customers and employees, eliminating any need for customer or employees parking on public streets. The ingress and egress to the property does not create an interference with traffic.

9. The proposed conditional use does not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance; and

The proposed conditional use does not result in destruction, loss, or damage of a historic, scenic or historic feature of major importance. The property is currently vacant and is not classified as historic per the Village. The use will improve the current scenic view.

10. The proposed conditional use complies with all additional regulations in this title specific to the conditional use requested

The proposed conditional use does comply with all additional regulations in this title specific to the conditional use being requested. Purchaser will install streetscaping improvements in the form of adding landscaping in the front of the property. Purchaser will also designate parking spaces for customers and employees as required and stipulated by the Village.



## 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.*







**1628 Rand Rd – Public Notice**



**1628 Rand Rd – Front of Building**



**1628 Rand Rd – Front of Property**



**1628 Rand Rd – Parking Lot**





COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

May 12, 2021

Mayor Bogusz and Des Plaines City Council  
CITY OF DES PLAINES

**Subject:** Planning and Zoning Board, 1628 Rand Road, 21-008-CU, 1<sup>st</sup> Ward  
**RE:** Consideration of Conditional Use at 1628 Rand Road, Case #21-008-CU (1<sup>st</sup> Ward)

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board met on May 11, 2021 to consider a Conditional Use under Section 12-7-3(K) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow for a Trade Contractor use at 1628 Rand Road in the C-3, General Commercial district.

1. The petitioner presented a brief overview of the request to locate a granite shop store with a showroom and warehouse area. She mentioned that they will occasionally cut and/or polish slabs of materials for different projects for the customer. She asked for clarification regarding the requirement for the eight-foot tall, wood privacy fence, as the subject property is located within a flood area.
2. The Planning and Zoning Board (PZB) Members asked if any fabrication activities take place outside the building; if the petitioner has received any concerns or comments from the neighbors regarding this request; if City staff has received any concerns or comments from the neighbors regarding this request; if the parking area will be redone; if the eight-foot tall, wood privacy fence required is permissible since the property is located in a flood area and not a floodway; and if the petitioner is aware of and accepts the conditions on the staff report. The petitioner responded that all fabrication activities will take place inside the building; that they have not received any concerns or comments from surrounding neighbors for this request; that the existing parking area will be repaved and restriped; and that they are aware of the conditions in the staff report and accept them. Director McMahon confirmed that the City has not received any concerns or comments from neighboring properties regarding this request. He clarified that fences can be located in a flood area—not in a floodway—so the fence requirement is permissible.
3. Community and Economic Development staff summarized the staff report and recommended approval of the request with four conditions. One condition requires the petitioner to submit a revised Site Plan drawing to include landscape details in conformance with Section 12-10 of the Zoning Ordinance within 60 days of City Council approval. Another condition requires that an eight-foot tall wood privacy fence is installed along the north property line in conformance with Section 12-8-2 of the Zoning Ordinance within 60 days of City Council approval.
4. No members of the public spoke on this petition.
5. The Planning and Zoning Board *recommended* (5-0) that the City Council *approve* the request with the four conditions in the staff report.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'James S. Szabo', written in a cursive style.

James Szabo,  
Des Plaines Planning and Zoning Board, Chairman

Cc: City Officials/Aldermen

Case 21-007-CU	1011 E Touhy Ave	Conditional Use
Case 21-008-CU	1628 Rand Rd	Conditional Use
Case 21-012-FPLAT-PUD-A	Various Addresses	Final Plat of Subdivision/PUD Amendment
Case 21-013-CU	1470-1476 Miner St	Conditional Use

May 11, 2021

Page 8

2. **Address:** 1628 Rand Rd

**Case Number:** 21-008-CU

Public Hearing

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

**PIN:** 09-16-104-022-0000

**Petitioner:** Art Investment, 2020 Berry Lane, Des Plaines, IL 60018

**Owner:** Elliott Kratz, 2401 North Janssen Avenue, Unit 301, Chicago, IL 60614

Chairman Szabo swore in Urszula Topolewick of 2020 Berry Lane, Des Plaines, IL 60018, representing the Petitioner.

Ms. Topolewick provided an overview of the request; she stated the request is for a granite sales establishment, with a showroom, a warehouse, and a shop, which includes a space for cutting and polishing the granite. Ms. Topolewick stated that all of these actions would take place inside, on site.

Chairman Szabo asked if there were any questions or concerns from neighbors. The Petitioner did not have any questions from neighbors and staff did not receive and comments from the Public Notice.

Chairman Szabo asked if the Board had any questions.

Member Veremis stated the location seems ideal for her type of business, Ms. Veremis asked about the status of the current parking lot. The Petitioner stated that the parking lot would be repaired, once the conditional use was approved. The Petitioner has a question regarding a fence that will be addressed at the building permit level.

Chairman Szabo went over the conditions of the request. The conditions are as follows:

1. The petitioner shall revise the Site Plan/Floor Plan to include landscape details in conformance with Section 12-10 of the Zoning Ordinance within 60 days of City Council approval.
2. That an eight foot tall wood privacy fence is installed along the north property line in conformance with Section 12-8-2 of the Zoning Ordinance within 60 days of City Council approval.
3. No vehicles or materials shall be stored within the required drive aisles or customer parking spaces at any time.
4. No outside storage of raw materials or fabricated goods permitted on site.

Chairman Szabo asked if there were any questions or concerns from the public. There were no questions.

Case 21-007-CU	1011 E Touhy Ave	Conditional Use
Case 21-008-CU	1628 Rand Rd	Conditional Use
Case 21-012-FPLAT-PUD-A	Various Addresses	Final Plat of Subdivision/PUD Amendment
Case 21-013-CU	1470-1476 Miner St	Conditional Use

May 11, 2021

Page 9

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(K)(3) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a Trade Contractor use in the C-3 zoning district at 1628 Rand Road.

**Analysis:**

**Address:** 1628 Rand Road

**Owners:** Elliott Katz, 2401 N. Janssen Avenue, Unit 301, Chicago, IL 60018

**Petitioner:** Peter Topolewick, 2020 Berry Lane, Des Plaines, IL 60018

**Case Number:** 21-008-CU

**Real Estate Index**

**Number:** 09-16-104-022-0000

**Ward:** #1, Alderman Mark A. Lysakowski

**Existing Zoning:** C-3, General Commercial District

**Existing Land Use:** Vacant Building

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

**Surrounding Land Use:** North: Single Family Residences  
South: Columbus Foods & Liquors (Commercial)  
East: Apartment Building (Residential)  
West: Our Lady of Fatima Center (Commercial)

**Street Classification:** Rand Road is classified as a Minor Arterial road and Grove Avenue is classified as a Local street.

**Comprehensive Plan:** The Comprehensive Plan designates this site as Commercial.

**Project Description:** The petitioner, Peter Topolewick, owner and operator of House of Granite and Marble Co., has requested a Conditional Use Permit to for a Trade Contractor use, at 1628 Rand Road. The subject property is located within the C-3, General Commercial district and a Trade

Case 21-007-CU	1011 E Touhy Ave	Conditional Use
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Contractor is a conditional use in the C-3 zoning district. The subject property contains a single-tenant building with an off-street surface parking area on the west side of the property and on-street parking area along Grove Avenue on the east side of the property as shown in the Plat of Survey. The subject property is located along Rand Road at the northwest corner of the Rand Road/Grove Lane intersection. The subject property is currently accessed by three curb cuts, two off Rand Road and one off Grove Lane.

The existing one-story, 14,604-square foot building consists with a front customer entrance in the front and a separate shop area in the rear. The petitioner wishes to utilize the front portion of the building as an office/showroom area and the rear portions of the building as a material warehouse and fabrication room based on the Site Plan/Floor Plan. The petitioner's proposal does not include any changes to the building. However, the petitioner does plan to add landscaping in front of the building and along Rand Road. Staff has added a condition that the Landscape Plan will be updated to provide landscape details proposed for the subject property. The dumpster for this suite will be stored in the northwest corner of the site in compliance with Section 12-10-11 of the Des Plaines Zoning Ordinance.

The proposed Floor Plan includes a 2,000-square foot office/showroom space and 12,604-square foot warehouse space. The following parking regulations apply to this request pursuant to Section 12-9-7 of the Des Plaines zoning Ordinance:

- One parking space for every 250 square feet of gross floor area for office spaces; and
- One parking space for every 1,500 square feet of gross floor area for warehouse space.

Thus, a total of 17 off-street parking spaces are required including one handicap accessible parking space (2,000-square feet of office space / 2500-square feet; and 12,604-square feet / 1,500-square feet = 17 parking spaces). The Site Plan/floor Plan proposes 17 total parking spaces on the property, including a handicap accessible space, which meets this requirement.

House of Granite and Marble Co will be open on Monday through Saturday from 8:30 pm to 6:00 pm. The warehouse portion of the building will be open Monday through Saturday from 7:15 am to 6 pm. Their services will include the sale, fabrication, and installation of stone, granite, quartz, kitchen cabinets, sinks, faucets, counter tops, vanities, and shower glass. A maximum of twelve employees will be on site at a given time. Please see the Project Narrative (Attachment 1) 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:

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**Future Land Use Plan:**

- This property is designated as Commercial 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 uses. While the current use is commercial, the petitioner will work to enhance the subject property by renovating the existing building and installing landscaping along Rand Road and the front of the building. All activities and items stored will be inside to reduce any negative impacts.
- The subject property is located along the defined Rand Road commercial corridor with single-family residences to the north, multi-family residences to the east, and commercial development to the south and the west. The subject property contains a single-tenant building located in between established commercial developments along Rand Road. The request would assist in the retention of a new commercial business at this location and provide additional retail goods and 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 does not contain landscaping. However, the proposal seeks to add perimeter parking lot landscaping along Rand Road and foundation landscaping along the building where applicable to improve the aesthetics of the 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:* The proposed use is classified as a Trade Contractor use. A Trade Contractor is a Conditional Use in the C-3 zoning district. 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:* The proposed Trade Contractor use assists in providing a service-oriented use that primarily serve day-to-day needs of local residents by increasing commercial opportunities for residents in Des Plaines. Additionally, the subject property is located near the Mannheim Road commercial corridor,

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which is identified as a major corridor in Des Plaines. 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: The proposed Trade Contractor use is designed, constructed, operated, and maintained to be harmonious and appropriate in appearance to surrounding commercial uses as the new business will transform the existing vacant building into a new commercial use. The proposal includes enhancements to the site as a whole including an interior building remodel, the addition of landscaping, and improvements to the parking area. 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: The proposed Trade Contractor use will be not hazardous or distributing to neighboring uses as all activities, including the fabrication of materials, will take place inside the building. The proposal will include landscaping and screening to minimize the impact of the proposed use on neighboring residences to the north and east. 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: The subject property is served adequately by essential public facilities and services since it is currently accessible by two streets and three total curb cuts as well as necessary public utilities. The proposed Trade Contractor use will not affect the existing public facilities and services for this property. Please see the petitioner's responses to Standards for Conditional Uses.

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

Comment: The proposed Trade Contractor use will not create excessive additional requirements at the public expense and will not be detrimental to economic well-being of the community as it will transform a vacant building into a new asset for the City of Des Plaines and can help improve the local economy. Please see the petitioner's responses to Standards for Conditional Uses.

**I. 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:**



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*Comment:* The proposed Trade Contractor use will include the fabrication of materials on site. However, all activities will take place inside the building and appropriate screening will be provided to minimize any excessive production of noise, smoke fumes, glare, or odors. The site will be enhanced to avoid any negative impacts to traffic in the area and ingress/egress of the site. 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:* The subject property does not create interference with traffic in the area with the existing access points and configuration. The proposed Trade Contractor use does not intend to alter these access points or the overall configuration of the site. Please see the petitioner's responses to Standards for Conditional Uses.

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

*Comment:* The subject property is currently developed and improved with a building and surface parking area. The proposed Trade Contractor use will not lead to the loss or damage of natural, scenic, or historic features of major importance on this property. Please see the petitioner's responses to Standards for Conditional Uses.

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

*Comment:* The proposed Trade Contractor use will comply with all additional regulations of the zoning Ordinance. Please see the petitioner's responses to Standards for Conditional Uses.

**Recommendation:** Staff recommends approval of the Conditional Use Permit for a Trade Contractor use at 1628 Rand 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 with the following conditions:

1. The petitioner shall revise the Site Plan/Floor Plan to include landscape details in conformance with Section 12-10 of the Zoning Ordinance within 60 days of City Council approval.
2. That an eight foot tall wood privacy fence is installed along the north property line in conformance with Section 12-8-2 of the Zoning Ordinance within 60 days of City Council approval.
3. No vehicles or materials shall be stored within the required drive aisles or customer parking spaces at any time.
4. No outside storage of raw materials or fabricated goods permitted on site.

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**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 Trade Contractor use at 1628 Rand Road. The City Council has final authority on the proposal.

**A motion was made by Board Member Fowler, seconded by Board Member Hofherr, to recommend approval of a Conditional Use under Section 12-7-3(K)(3) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a Trade Contractor use in the C-3 zoning district at 1628 Rand Road, with the four conditions, as presented:**

AYES: Fowler, Hofherr, Saletnik, Veremis, Szabo

NAYES: None

ABSTAIN: None

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

**CITY OF DES PLAINES**

**ORDINANCE    Z - 36 - 21**

**AN ORDINANCE GRANTING A CONDITIONAL USE  
PERMIT FOR A TRADE CONTRACTOR  
ESTABLISHMENT AT 1628 RAND ROAD, DES PLAINES,  
ILLINOIS.**

**WHEREAS**, Peter Topolewick ("**Petitioner**") is the lessee of the property commonly known as 1628 Rand 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 an one-story single-tenant commercial building ("**Building**"); and

**WHEREAS**, the Petitioner desires to locate a trade contractor 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 a trade contractor 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 a trade contractor 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 Elliott Kratz ("**Owner**"), who 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 May 11, 2021 pursuant to notice published in the *Des Plaines Journal* on April 21, 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 May 12, 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 Use Permit, 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 Permit; and

**WHEREAS**, the City Council has considered the written report of the PZB, the applicable standards for conditional use permits set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated April 30, 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:

LOTS 14 TO 18, BOTH INCLUSIVE, (EXCEPT THE SOUTHWESTERLY 17.0 FEET THEREOF) IN BLOCK 3 IN RIVER-RAND ROAD SUBDIVISION OF LOTS 1 TO 8, INCLUSIVE, IN BLOCK 18 (OR BENNET BLOCK) AND LOT 1 TO 13, EXCLUSIVE IN, BLOCK 18 (OR RAND BLOCK) IN PARK SUBDIVISION OF PARTS OF SECTIONS 16 AND 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 09-16-104-022-0000

Commonly known as: 1628 Rand 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 a trade contractor

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 sheet, and undated, attached to and by this reference made a part of this Ordinance as **Exhibit A**; and

2. That certain "Site Plan/Floor Plan" submitted by the Petitioner, consisting of one sheet, and undated, attached to and by this reference made a part of, this Ordinance as **Exhibit B**.

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

1. The Petitioner must revise the Site Plan to include landscape details in conformance with Section 12-10 of the Zoning Ordinance within 60 days of City Council approval of this Ordinance.

2. That an eight-foot-tall wood privacy fence must be installed along the north property line of the Subject Property in conformance with Section 12-8-2 of the Zoning Ordinance within 60 days of City Council approval of this Ordinance.

3. Storage of commercial vehicles or materials within the required drive aisles or customer parking spaces is prohibited at all times on the Subject Property.

4. Outdoor storage of raw materials or fabricated goods is prohibited at all times on the Subject Property.

**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 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 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 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 C**; 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**

DP-Ordinance Approving a Conditional Use Permit (CUP) at 1628 Rand Road for a Trade Contractor Use

# HGM

## House Of Granite & Marble . Co

5136 N Pearl St.  
Schiller Park Il 60176  
Tel:( 847) 928-1111  
Fax: (847) 928-1138

Website: [www.houseofgranite.com](http://www.houseofgranite.com)  
Email: [houseofgranite@hotmail.com](mailto:houseofgranite@hotmail.com)

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We are Company since 2002 in market at one location pass 19 years . We sell or kind of stone granite, quartz ,marble qurtzite kitchen cabinets, sinks, faucets ,counter tops vanity's , shower glass all brands . We important stuff all over the world . Our goal is keep nice clean store showroom ,warehouse , fabrication counter tops close to the people . We currently have our location at Schiller Park 10000.00 sq ft .We want move our businesses to Des Plains to bigger location and more parking spaces . We are open 6 Days a week store from 8:30 AM to 6:00 PM and warehouse and fabrication from 7:15 AM to 6:00 PM .Our team is 12 people same times more is the pants at the session . We want duet nice improvement to this location .

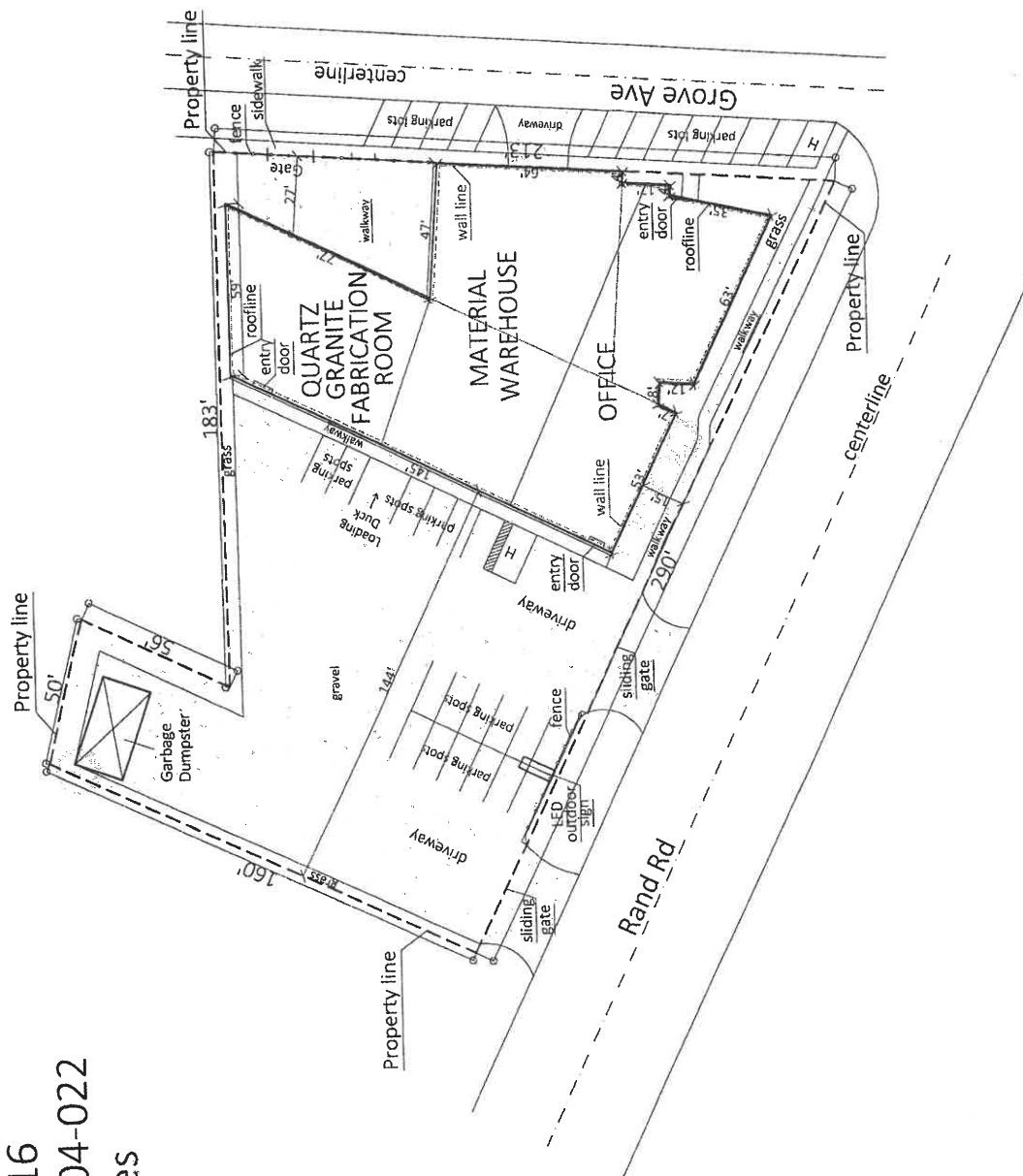
Sincerely  
Peter Topolewicz



628 Rand Rd

Parcel ID: 09-16-104-022

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## EXHIBIT C

### UNCONDITIONAL AGREEMENT AND CONSENT

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

**WHEREAS**, Peter Topolewick ("*Petitioner*") applied to the City of Des Plaines for a conditional use permit to allow a trade contractor establishment ("*Conditional Use Permit*") on that certain property commonly known as 1628 Rand Road, Des Plaines, Illinois ("*Subject Property*") pursuant to Section 12-7-3.E.3 and 12-7-3.K of the City of Des Plaines Zoning Ordinance of 1998, as amended; and

**WHEREAS**, the Subject Property is owned by Elliott Kratz ("*Owner*"), who consented to the Petitioner's application; and

**WHEREAS**, Ordinance No. Z-36-21 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-36-21, 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.

ATTEST:

**PETER TOPOLEWICK**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

ATTEST:

**ELLIOTT KRATZ**

By: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Notary Public



## COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

### MEMORANDUM

Date: May 26, 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 a Commercially Zoned Assembly Use at 1470-1476 Miner Street, Case 21-013-CU (1<sup>st</sup> Ward)

**Issue:** The petitioner is requesting a Conditional Use under Section 12-7-3(K)(3) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a Commercially Zoned Assembly use in the C-5 zoning district at 1470-1476 Miner Street.

**Analysis:**

**Address:** 1470-1476 Miner Street

**Owners:** City of Des Plaines, 1420 Miner Street, Des Plaines, IL 60018

**Petitioner:** City of Des Plaines, 1420 Miner Street, Des Plaines, IL 60018

**Case Number:** 21-013-CU

**Real Estate Index  
Number:** 09-17-415-010-0000

**Ward:** #1, Alderman Mark A. Lysakowski

**Existing Zoning:** C-5, Central Business District

**Existing Land Use:** Des Plaines Theatre

**Surrounding Zoning:** North: C-5, Central Business District  
South: C-5, Central Business District  
East: C-5, Central Business District  
West: C-5, Central Business District

<b>Surrounding Land Use:</b>	North: Metropolitan Square (Commercial) South: Retail Store/Cleaners/Physical Therapy Office (Commercial) East: Law Office (Commercial) West: Bakery/Insurance Agency/Salon (Commercial)
<b>Street Classification:</b>	Miner Street is classified as a Minor Arterial and Lee Street is classified as an Other Principal Arterial.
<b>Comprehensive Plan:</b>	The Comprehensive Plan designates this site as Higher Density Urban Mix with Residential.
<b>Project Description:</b>	The petitioner, City of Des Plaines, has requested a Conditional Use Permit to operate a Commercially Zoned Assembly use for the Des Plaines Theatre at 1470-1476 Miner Street. The subject property is located within the C-5, Central Business district and a Commercially Zoned Assembly use is a conditional use in the C-5 zoning district. The subject property contains a two-story building with on-street parking in the front, accessory parking area at the rear, and access to additional off-street covered parking in the Metropolitan Square garage located north of the subject property as shown in the Plat of Survey (Attachment 3). The subject property is located along Miner Street at the northeast corner of the Miner Street/Lee Street intersection.

The existing two-story, 14,214-square foot building consists of a front entry area, multi-level theater seating area, and multiple restrooms. The petitioner has completely remodeled the interior of the existing building to renovate the multi-level theater area, add a restaurant, and add a bar area on the second story based on the Floor Plan (Exhibit B). The petitioner's proposal does not include any changes to the outside of the building with the exception of tuck-pointing and the refurbishment of the existing marquee sign. The garbage dumpster for this suite will be stored in an enclosure in the public alley at the rear of the building. The Des Plaines Theatre will be open on Monday through Sunday from 11 am to 2 am. A maximum of 50 employees will be on site at a given time. Please see the Project Narrative (Exhibit A) for more details.

The proposed Floor Plan for the two-story building is as follows:

- First Floor includes the 712-seat main theater area, an 814-square foot, 62-seat dining area with bar, a 560-square foot lobby area, 488-square foot lounge/waiting area, and restrooms; and
- Second floor includes a 1,682-square foot, 112-seat dining area with bar, upper level theater seating area, and restrooms.

The following parking regulations apply to this request pursuant to Section 12-9-7 of the Des Plaines Zoning Ordinance:

- One parking space for every five seats in the main auditorium, sanctuary, nave, or similar place of assembly and other rooms which are to be occupied simultaneously; and
- One parking space for every 100-square feet of net floor area, or one space for every four seats, whichever is greater, plus space for every three employees for restaurants.

Thus, a total of 199 off-street parking spaces are required including six handicap accessible parking spaces. The existing building will utilize the available public parking in the Metropolitan Square Garage to meet all parking requirements.

### **Compliance with the Comprehensive Plan**

The proposed project, including the proposed 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 Higher Density Urban Mix with Residential 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 residential uses. While the current use is commercial, the petitioner has enhanced the subject property by renovating the existing building to make it an asset in the Downtown Area and City of Des Plaines as a whole.
- The subject property is located along the defined Miner Street corridor in downtown Des Plaines surrounded by higher density commercial and residential development. The request would transform the existing Des Plaines Theatre into a prime destination and assist in promoting a vibrant entertainment and restaurant district in the Downtown area.

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 May 11, 2021 to consider a Conditional Use under Section 12-7-3(K) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow for a Commercially Zoned Assembly Use at 1470-1476 Miner Street in the C-5, Central Business district.

The petitioner presented an overview of the request for a Commercially Zoned Assembly Use at 1470-1476 Miner Street. He mentioned that the City owns the Des Plaines Theatre that is currently located on the property located at the northeast corner of Lee Street and Miner Street. He described that the interior and exterior of the historic two-story theater has been renovated to include: (i) the main 712-seat theater area, an 814-square foot, 62-seat dining area with a bar, a 560-square foot lobby area, a 488-square foot lounge/waiting area, and restrooms on the first floor; and (ii) a 1,682-square foot, 112-seat dining area with bar, upper level seating area, and restrooms on the second floor. The petitioner explained that there is parking available in front of the building along Miner Street, parking in rear within the Metropolitan Parking garage, which is free for public parking after 5 pm, and parking in the new parking garage being constructed across Lee Street behind the City Hall.

The Planning and Zoning Board (PZB) Members asked when the theater will be open again; why this request is being heard again for this property; the type of employees that will be on site for this use; if the 50 proposed employees will include entertainment personnel; if any movies will be shown at the theater when opened; if the building manager booking events yet; if the new parking garage behind the City Hall will contain public parking spaces; if there is an elevator on site; and if the old air handler system units are gone.

The petitioner responded that the City will be done renovating the theater in June, the building operator will begin building out the space, and the building operator will open the theater in August of this year; that the site has been vacant for ten years and staff has recently updated the code requiring all commercially zoned assembly uses to obtain a Conditional Use permit prior to operating in Des Plaines; that he is not sure on the type of employees that will be hired for this use, but gathers that there will be restaurant/bar workers, maintenance personnel, stage hands, etc. who handle the staffing of this use; that the 50 employees will likely

not include entertainers; that the building operator is interested in screening movies at this location, but this has been determined yet at this time; that the building operator is not booking events at this time; that the new parking garage being constructed behind the City Hall will include public parking spaces that can be utilized by the theater; that there is an elevator on site that travels from the kitchen in the basement to the upper level of the theater and that there may even be a dumbwaiter system to move food, dishes, etc. between the floors; and that the old air handling system units and respective hanging ductwork have been removed from the building.

Community and Economic Development staff summarized the staff report and recommended approval of the request without any conditions.

No members of the public spoke on this petition. The Planning and Zoning Board *recommended* (5-0) that the City Council *approve* the request without any conditions.

**Recommendations:** I recommend approval of Ordinance Z-37-21 for a Conditional Use request for a Commercially Zoned Assembly use at 1470-1476 Miner Street 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, as amended.

**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 May 11, 2021 Planning and Zoning Board Meeting

**Ordinance Z-37-21**

- Exhibit A: Project Narrative
- Exhibit B: Floor Plan

## **Responses to Standards for Conditional Uses**

1. A theater is classified as a commercially-zoned assembly use. A commercially-zoned assembly use is a conditional use in the C-5, Central Business District pursuant to Section 12-7-3(K) of the Des Plaines Zoning Ordinance.
2. The Comprehensive Plan strives to enhance the built environment to create a sense of place and attract more visitors to Downtown Des Plaines. The Des Plaines Theatre is identified as a historically significant asset of Des Plaines, which should be utilized to generate more activity in the Downtown area. One of the specific goals of the Comprehensive Plan is to revive and restore the Des Plaines Theatre in order to transform it into a sub-regional destination and promote a vibrant entertainment and restaurant district in this area.
3. The subject property currently contains the historical Des Plaines Theatre building, which has been located on site since 1925. The existing building is consistent with the character of the Downtown area and is harmonious with surrounding development.
4. The existing theater building has not been hazardous or disturbing to neighboring uses. The restoration and revival of the Des Plaines Theatre will not create a hazardous or distributing environment for neighboring properties.
5. The existing theater building is adequately served by essential public facilities at the corner of Lee Street and Miner Street. The restoration and revival of the Des Plaines Theatre will not create any concerns in relation to adequate service of the property by essential public facilities.
6. The restoration and revival of the Des Plaines Theatre will not create additional requirements at public expense for public facilities and services and will not be detrimental to the economic welfare of the community. In fact, due to its revival and restoration, the Des Plaines Theatre will help promote an economic boost to Des Plaines and has the potential to promote a more defined entertainment and restaurant district in the Downtown area.
7. The restoration and revival of the Des Plaines Theatre will not involve uses, activities, processes, materials, equipment and conditions of operation that would be detrimental

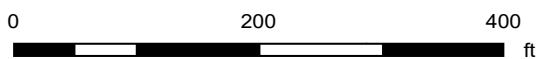
to the general welfare of the community. The Des Plaines Theatre has been restored to include a remodeled theater space, bar area, and restaurant, none of which will create any excess production of traffic, noise, smoke, fumes, glare, or odors. Patrons of the Des Plaines Theatre will be able to utilize the public parking spaces in the Metropolitan Square parking garage, which is located directly behind the theater building and provides adequate parking for the use.

8. The existing property has access to on-street parking along Miner Street and off-street parking located in Metropolitan Square parking garage, which provide ample ingress and egress to and from the property. Additionally, there is an alley located behind the theatre building for the temporary parking of buses and vehicles for performers and their equipment.
9. The existing property has already been developed since 1925 and the Des Plaines Theatre is identified as a historically significant building. Thus, the proposed conditional use will retain and improve on an existing historical feature of major importance for Des Plaines.
10. The proposed conditional use will comply with all additional regulations in Section 12-3-4 of the Des Plaines Zoning Ordinance. The Des Plaines Theatre has been revised and restored in conformance with current Des Plaines codes.



**Legend**

**Notes**



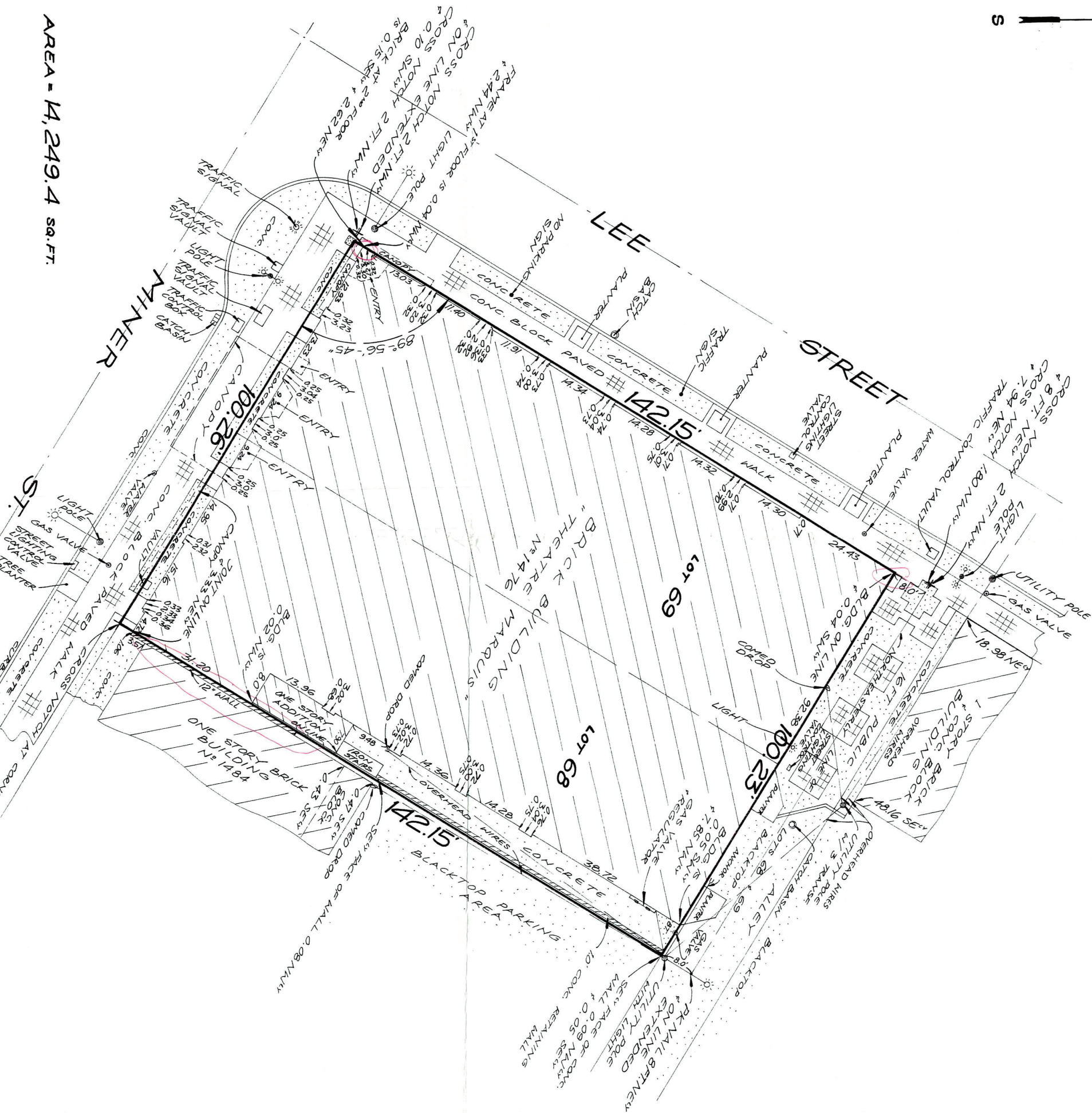
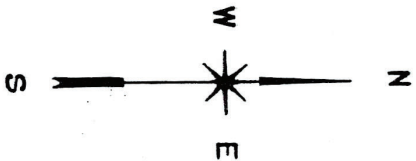
Print Date: 5/3/2021

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.



PLAT OF SURVEY

LOTS 68 AND 69 (EXCEPT THE NORTHEASTERLY 8 FEET TAKEN FOR ALLEY) IN ORIGINAL TOWN OF RAND (NOW VILLAGE OF DES PLAINES), A SUBDIVISION OF PARTS OF SECTION 16, 17, 20, AND 21, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



AREA - 14,249.4 SQ. FT.

THE PROPERTY SHOWN HEREON IS LOCATED IN UNSHADED ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD) PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP PANEL NUMBER 170310217 F EFFECTIVE DATE NOVEMBER 6, 2000.

Order No. 831620

Scale: 1" = 30' 15' 30' 15'

Date: OCTOBER 7<sup>th</sup> 2003

Ordered by: NORMAN L. KURTZ, LTD

Decimals of a foot and their equivalent in inches and fractions thereof:

01 = 1/8"	07 = 7/8"	50 = 6"
02 = 1/4"	08 = 1"	58 = 7"
03 = 3/8"	17 = 2"	67 = 8"
04 = 1/2"	25 = 3"	75 = 9"
05 = 5/8"	33 = 4"	83 = 10"
06 = 3/4"	42 = 5"	92 = 11"



THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED BY ALTA, ACSM AND NSPS IN 1999 AND INCLUDES ITEMS 1, 3, 4, 7a, 8, 9, 10, 11a, OF TABLE A THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA, ACSM AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, THE UNDERSIGNED FURTHER CERTIFIES THAT THE SURVEY MEASUREMENTS WERE MADE IN ACCORDANCE WITH THE MINIMUM ANGLE, DISTANCE AND CLOSURE REQUIREMENTS WHICH CONTROL LAND BOUNDARIES FOR ALTA/ACSM LAND TITLE SURVEYS.

STATE OF ILLINOIS  
COUNTY OF COOK  
TO: CHICAGO TITLE INSURANCE COMPANY

DATE: OCTOBER 7<sup>th</sup> 2003

PROFESSIONAL ILLINOIS LAND SURVEYOR No. 3408





**1470-1476 Miner St – Public Notice**



**1470-1476 Miner St – Front Entrance**



**1470-1476 Miner St – Front of Building**



**1470-1476 Miner St – Facing Southeast**



COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

May 12, 2021

Mayor Bogusz and Des Plaines City Council  
CITY OF DES PLAINES

**Subject:** Planning and Zoning Board, Conditional Use for Des Plaines Theater, Case #21-013-CU, 1<sup>st</sup> Ward  
**RE:** Consideration of Conditional Use for Commercially Zoned Assembly Use at 1470-1476 Miner Street

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board met on May 11, 2021 to consider a Conditional Use under Section 12-7-3(K) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow for a Commercially Zoned Assembly Use at 1470-1476 Miner Street in the C-5, Central Business district.

1. The petitioner presented an overview of the request for a Commercially Zoned Assembly Use at 1470-1476 Miner Street. He mentioned that the City owns the Des Plaines Theatre that is currently located on the property located at the northeast corner of Lee Street and Miner Street. He described that the interior and exterior of the historic two-story theater has been renovated to include: (i) the main 712-seat theater area, an 814-square foot, 62-seat dining area with a bar, a 560-square foot lobby area, a 488-square foot lounge/waiting area, and restrooms on the first floor; and (ii) a 1,682-square foot, 112-seat dining area with bar, upper level seating area, and restrooms on the second floor. The petitioner explained that there is parking available in front of the building along Miner Street, parking in rear within the Metropolitan Parking garage, which is free for public parking after 5 pm, and parking in the new parking garage being constructed across Lee Street behind the City Hall.
2. The Planning and Zoning Board (PZB) Members asked when the theater will be open again; why this request is being heard again for this property; the type of employees that will be on site for this use; if the 50 proposed employees will include entertainment personnel; if any movies will be shown at the theater when opened; if the building manager booking events yet; if the new parking garage behind the City Hall will contain public parking spaces; if there is an elevator on site; and if the old air handler system units are gone.

The petitioner responded that the City will be done renovating the theater in June, the building operator will begin building out the space, and the building operator will open the theater in August of this year; that the site has been vacant for ten years and staff has recently updated the code requiring all commercially zoned assembly uses to obtain a Conditional Use permit prior to operating in Des Plaines; that he is not sure on the type of employees that will be hired for this use, but gathers that there will be restaurant/bar workers, maintenance personnel, stage hands, etc. who handle the staffing of this use; that the 50 employees will likely not include entertainers; that the building operator is interested in screening movies at this location, but this has been determined yet at this time; that the building operator is not booking events at this time; that the new parking garage being constructed behind the City Hall will include public parking spaces that can be utilized by the theater; that there is an elevator on site that travels from the kitchen in the basement to the upper level of the theater and that there may even be a dumbwaiter



system to move food, dishes, etc. between the floors; and that the old air handling system units and respective hanging ductwork have been removed from the building.

3. Community and Economic Development staff summarized the staff report and recommended approval of the request without any conditions.
4. No members of the public spoke on this petition.
5. The Planning and Zoning Board *recommended* (5-0) that the City Council *approve* the request without any conditions.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "James Szabo", with a stylized, cursive script.

James Szabo,  
Des Plaines Planning and Zoning Board, Chairman

Cc: City Officials/Aldermen

Case 21-007-CU	1011 E Touhy Ave	Conditional Use
Case 21-008-CU	1628 Rand Rd	Conditional Use
Case 21-012-FPLAT-PUD-A	Various Addresses	Final Plat of Subdivision/PUD Amendment
Case 21-013-CU	1470-1476 Miner St	Conditional Use

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**4. Addresses:** 1470-1476 Miner Street

**Case Number:** 21-013-CU

Public Hearing

The petitioner is requesting a Conditional Use under Section 12-7-3(K) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a commercially-zoned assembly use for a theatre in the C-5 zoning district, and approval of any other such variations, waivers, and zoning relief as may be necessary.

**PIN:** 09-17-415-010-0000

**Petitioner:** City of Des Plaines, 1420 Miner Street, Des Plaines, IL 60016

**Owner:** City of Des Plaines, 1420 Miner Street, Des Plaines, IL 60016

Chairman Szabo swore in Director Michael McMahon, City of Des Plaines, who provided an overview of the request and staff report. Mr. McMahon stated that the request was for an assembly use (theater) in a commercially zone property.

Mr. McMahon stated that the theater has been dark for approximately ten years and the City has been working throughout the past few years to get the theater up and running. City work on the theater should be completed in June, the property will then be turned over to Mr. Ron Onesti for additional buildout. Optimistically, the theater should receive occupancy in August along with the state of Illinois entering Phase 5 of the Restoration Plan.

Mr. McMahon stated that the theater would meet the parking requirements with a mix of off-street parking, the Metropolitan Square parking garage and the new Municipal parking garage.

Member Hofherr inquired about the number of employees, Mr. McMahon stated that Mr. Onesti expects as many as 50 employees, including kitchen staff, front of house, valet, theater employees, etc.

Member Hofherr inquired about the showing of movies, Mr. McMahon stated that the original plan was to install a roll down screen to view films, however, he was unsure if that was still part of the current construction plans.

Member Fowler asked about elevators. Mr. McMahon stated that elevators were installed from the kitchen (basement) to the second floor, an additional dumbwaiter was also installed for the ease of food transport.

Chairman Szabo inquired about the Municipal parking garage, Mr. McMahon stated the garage will have public parking after a certain time of day (5:00 pm or 6:00 pm). Police vehicles will have secured access and underground parking.

Member Veremis asked if booking for the theater has started. Mr. McMahon stated that booking for the theater has not begun and will be handled by Mr. Onesti. Mr. Onesti was originally a consultant for the City, but will also be managing the theater and booking through his contacts.

Member Saletnik wanted to congratulate the City on a job well done.

Case 21-007-CU	1011 E Touhy Ave	Conditional Use
Case 21-008-CU	1628 Rand Rd	Conditional Use
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Case 21-013-CU	1470-1476 Miner St	Conditional Use

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**Issue:** The petitioner is requesting a Conditional Use under Section 12-7-3(K)(3) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a Commercially Zoned Assembly use in the C-5 zoning district at 1470-1476 Miner Street.

**Analysis:**

**Address:** 1470-1476 Miner Street

**Owners:** City of Des Plaines, 1420 Miner Street, Des Plaines, IL 60018

**Petitioner:** City of Des Plaines, 1420 Miner Street, Des Plaines, IL 60018

**Case Number:** 21-013-CU

**Real Estate Index Number:** 09-17-415-010-0000

**Ward:** #1, Alderman Mark A. Lysakowski

**Existing Zoning:** C-5, Central Business District

**Existing Land Use:** Des Plaines Theater

**Surrounding Zoning:**  
 North: C-5, Central Business District  
 South: C-5, Central Business District  
 East: C-5, Central Business District  
 West: C-5, Central Business District

**Surrounding Land Use:**  
 North: Metropolitan Square (Commercial)  
 South: Retail Store/Cleaners/Physical Therapy Office (Commercial)  
 East: Law Office (Commercial)  
 West: Bakery/Insurance Agency/Salon (Commercial)

**Street Classification:** Miner Street is classified as a Minor Arterial and Lee Street is classified as an Other Principal Arterial.

**Comprehensive Plan:** The Comprehensive Plan designates this site as Higher Density Urban Mix with Residential.

**Project Description:** \_\_\_\_ The petitioner, City of Des Plaines, has requested a Conditional Use Permit to operate a Commercially Zoned Assembly use, Des Plaines Theater, at 1470-1476 Miner Street. The subject property is located within the C-5, Central Business district and a Commercially Zoned Assembly use is a conditional use in the C-5 zoning district. The subject

Case 21-007-CU	1011 E Touhy Ave	Conditional Use
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property contains a two-story building with on-street parking in the front, accessory parking area at the rear, and access to additional off-street covered parking in the Metropolitan Square garage located north of the subject property as shown in the Plat of Survey. The subject property is located along Miner Street at the northeast corner of the Miner Street/Lee Street intersection. The subject property is located in Downtown Des Plaines and is currently accessed via on-street parking along Miner Street and via the alley located behind the subject property.

The existing two-story, 14,214-square foot building consists of a front entry area, multi-level theater seating area, and multiple restrooms. The petitioner has completely remodeled the interior of the existing building to renovate the multi-level theater area, add a restaurant, and add a bar area on the second story based on the Floor Plan. The petitioner's proposal does not include any changes to the outside of the building with the exception of tuck-pointing and the refurbishment of the existing marquee sign. The dumpster for this suite will be stored inside the building except trash collection days. The Des Plaines Theater will be open on Monday through Sunday from 11 am to 2 am. A maximum of 50 employees will be on site at a given time. Please see the Project Narrative for more details.

The proposed Floor Plan for the two-story building is as follows:

- First Floor includes the 712-seat main theater area, an 814-square foot, 62-seat dining area with bar, a 560-square foot lobby area, 488-square foot lounge/waiting area, and restrooms; and
- Second floor includes a 1,682-square foot, 112-seat dining area with bar, upper level theater seating area, and restrooms.

The following parking regulations apply to this request pursuant to Section 12-9-7 of the Des Plaines zoning Ordinance:

- One parking space for every five seats in the main auditorium, sanctuary, nave, or similar place of assembly and other rooms which are to be occupied simultaneously; and
- One parking space for every 100-square feet of net floor area, or one space for every four seats, whichever is greater, plus space for every three employees for restaurants.

Thus, a total of 199 off-street parking spaces are required including six handicap accessible parking spaces. The existing building will utilize the available public parking in the Metropolitan Square Garage to meet all parking requirements.

Case 21-007-CU	1011 E Touhy Ave	Conditional Use
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Case 21-013-CU	1470-1476 Miner St	Conditional Use

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### **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 Higher Density Urban Mix with Residential 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 residential uses. While the current use is commercial, the petitioner has enhanced the subject property by renovating the existing building to make it an asset in the Downtown Area and City of Des Plaines as a whole.
- The subject property is located along the defined Miner Street corridor in downtown Des Plaines surrounded by higher density commercial and residential development. The request would transform the existing Des Plaines Theater into a prime destination and assist in promoting a vibrant entertainment and restaurant district in the Downtown area.

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**

Case 21-007-CU	1011 E Touhy Ave	Conditional Use
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**adequately any such services:**

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

**L. 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.

**M. 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 recommends approval of the Conditional Use Permit for a Commercially Zoned Assembly use at 1470-1476 Miner Street 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.

**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 Commercially Zoned Assembly use at 1470-1476 Miner Street. The City Council has final authority on the proposal.

Case 21-007-CU	1011 E Touhy Ave	Conditional Use
Case 21-008-CU	1628 Rand Rd	Conditional Use
Case 21-012-FPLAT-PUD-A	Various Addresses	Final Plat of Subdivision/PUD Amendment
Case 21-013-CU	1470-1476 Miner St	Conditional Use

May 11, 2021

Page 26

**A motion was made by Board Member Veremis, seconded by Board Member Fowler, to approve a Conditional Use under Section 12-7-3(K) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a commercially-zoned assembly use for a theatre in the C-5 zoning district, as presented.**

AYES: Veremis, Fowler, Hofherr, Saletnik, Szabo

NAYES: None

ABSTAIN: None

**\*\*\*MOTION CARRIES \*\*\***

**ADJOURNMENT**

The next scheduled Planning & Zoning Board meeting is Tuesday, May 25, 2021.

Chairman Szabo adjourned the meeting by voice vote at 7:51 p.m.

Sincerely,

Wendy Bednarz, Recording Secretary

cc: City Officials, Aldermen, Zoning Board of Appeals, Petitioners

CITY OF DES PLAINES

ORDINANCE Z - 37 - 21

**AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR A COMMERCIAL ZONED ASSEMBLY USE AT 1470-1476 MINER STREET, DES PLAINES, ILLINOIS.**

---

**WHEREAS**, the City of Des Plaines ("**Petitioner**") is the owner of the property commonly known as 1470-1476 Miner Street, Des Plaines, Illinois ("**Subject Property**"); and

**WHEREAS**, the Subject Property is located in the C-5 Central Business District of the City ("**C-5 District**"); and

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

**WHEREAS**, the Petitioner has completely renovated the Building to contain a 712-seat, multi-level theater, a 814-square-foot restaurant and bar with 62 seats, a 560-square-foot lobby, and a 488-square-foot lounge area, and restrooms; and

**WHEREAS**, the Petitioner has renovated the exterior of the Building including tuck-pointing and refurbishing the existing marquee sign; and

**WHEREAS**, the Subject Property has off-street parking located at the rear of the Building and access to additional parking off-street parking in the Metropolitan Square garage located north of the Subject Property; and

**WHEREAS**, the Petitioner desires to operate a commercially zoned assembly use 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 a commercially zoned assembly use is permitted in the C-5 District only with a conditional use permit; and

**WHEREAS**, the 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 a commercially zoned assembly use on the Subject Property ("**Conditional Use Permit**"), in accordance with Sections 12-7-3.H.3 and 12-7-3.K of the Zoning Ordinance; 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 May 11, 2021 pursuant to notice published in the *Des Plaines Journal* on



April 21, 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 May 12, 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 Permit; and

**WHEREAS**, the City Council has considered the written report of the PZB, the applicable standards for conditional use permits set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated April 30, 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:

LOTS 68 AND 69 (EXCEPT THE NORTHEASTERLY 8 FEET TAKEN FOR ALLEY) IN ORIGINAL TOWN OF RAND (NOW VILLAGE OF DES PLAINES), A SUBDIVISION OF PARTS OF SECTION 16, 17, 20, AND 21, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 09-17-415-010-0000

Commonly known as: 1470-1476 Miner Street, 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 a commercially zoning assembly use 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 the Petitioner, consisting of one sheet, and dated April 9, 2021, attached to and by this reference made a part of this Ordinance as **Exhibit A**; and

2. Those certain “Floor Plans” prepared by Architectural Consulting Group, Ltd., consisting of three sheets, and dated October 22, 2019, attached to and by this reference made a part of, this Ordinance as **Exhibit B**.

**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, its personal representatives, successors, and assigns, including, without limitation, subsequent purchasers of the Subject Property.

**SECTION 6. 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; and
4. the recordation of this Ordinance together with such exhibits as the City Clerk deems appropriate, with the Office of the Cook County Recorder.

**SECTION 7. SEVERABILITY.** If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

[SIGNITURE 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**

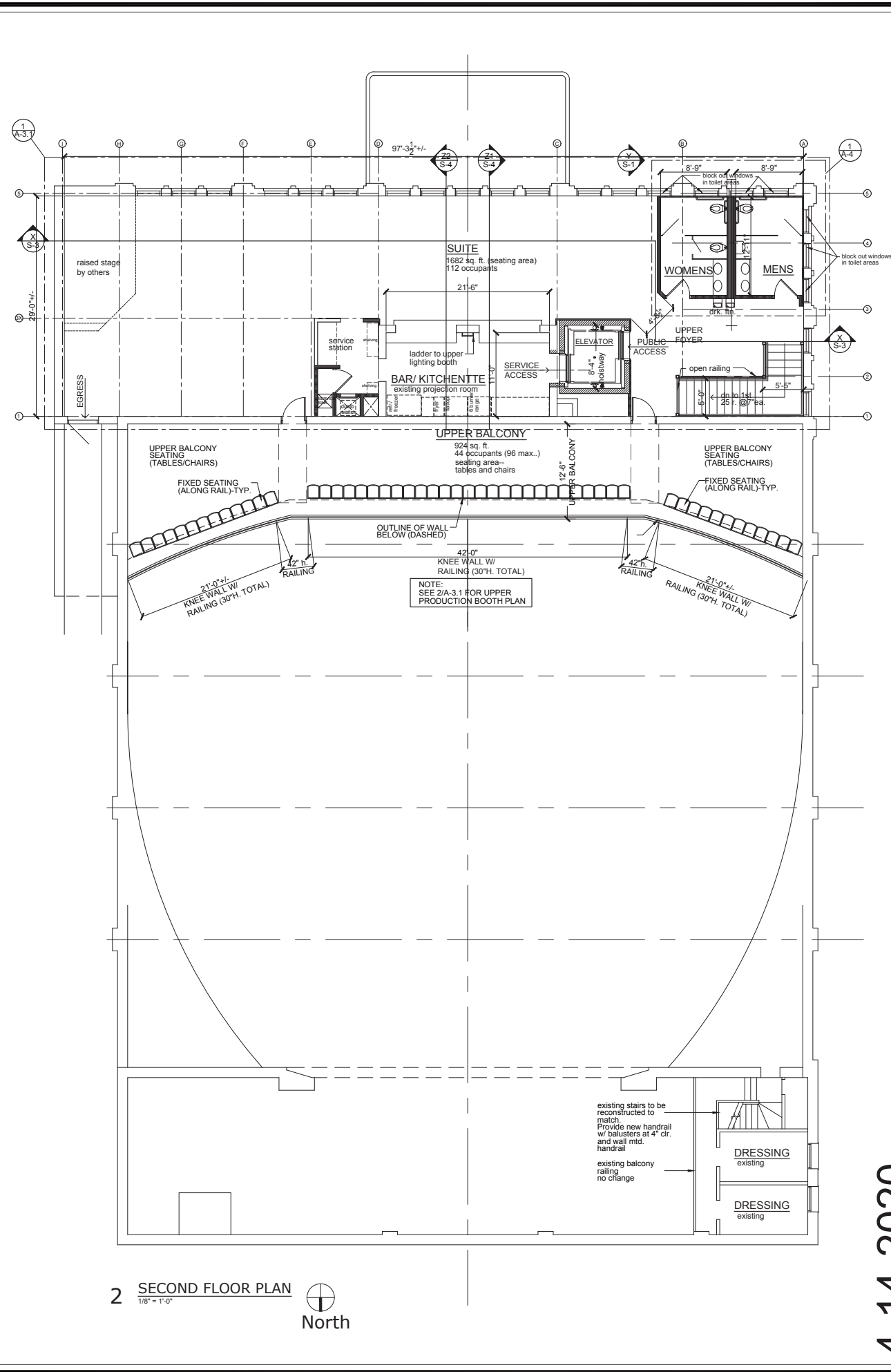
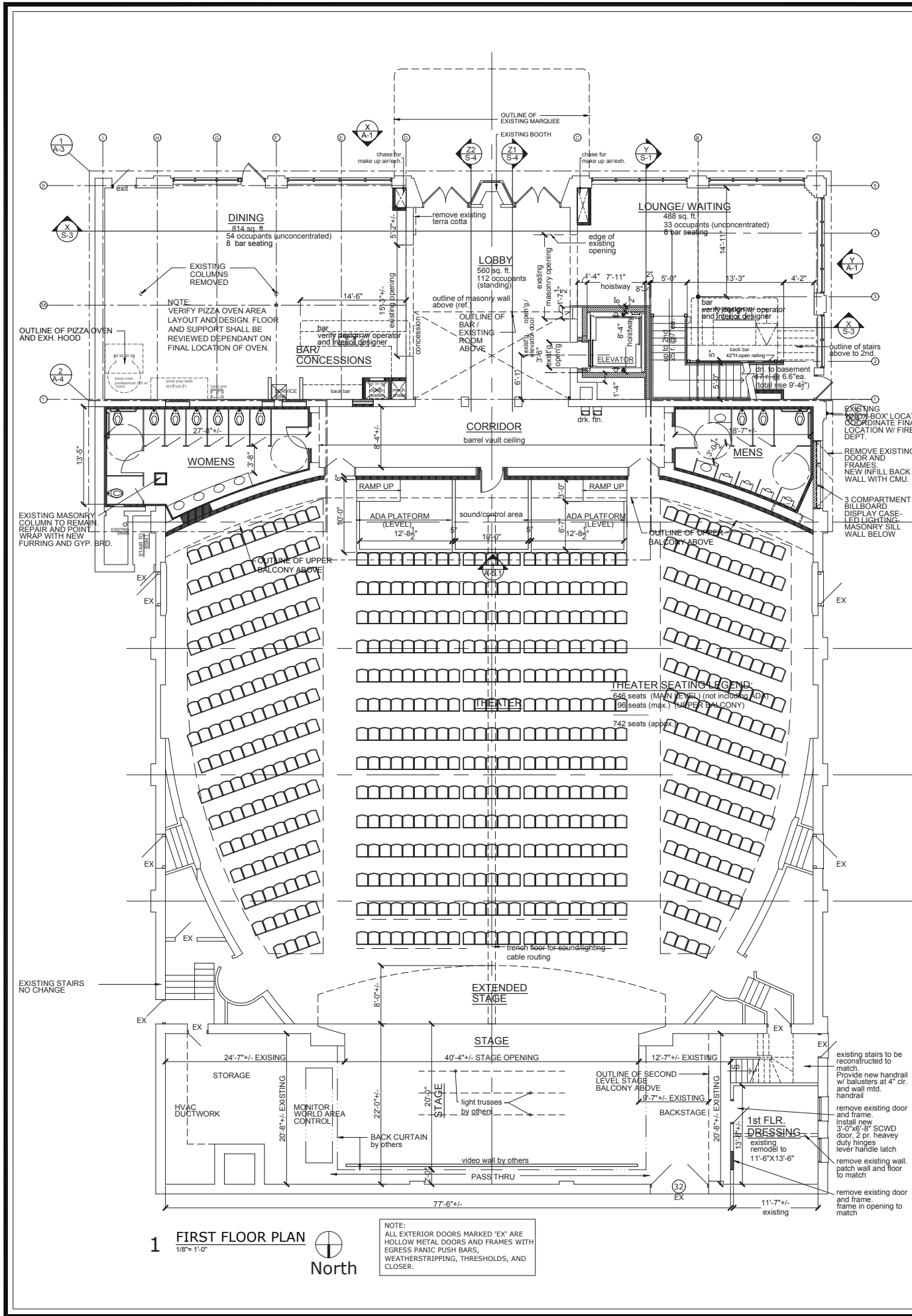
\_\_\_\_\_  
**Peter M. Friedman, General Counsel**

DP-Ordinance Approving a Conditional Use Permit (CUP) at 1470-1476 Miner Street for Commercially Zoned Assembly use

## Project Narrative

The subject property currently contains the historical Des Plaines Theatre building, which has been located on site since 1925. The existing two-story, brick building is consistent with the character of the development in the Downtown area and is harmonious with surrounding development. The proposed conditional use for a Commercially Zoned Assembly use will retain and improve on an existing historical feature of major importance for Des Plaines to provide a premier destination for the area. The Des Plaines Theatre has recently been restored to include a remodeled theater space, new bar area, and new restaurant area to provide additional services and promote a more vibrant entertainment and restaurant district in the Downtown area.

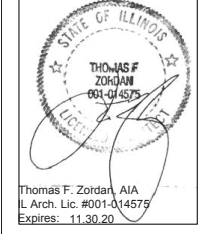
The Comprehensive Plan strives to enhance the built environment to create a sense of place and attract more visitors to Downtown Des Plaines. The Des Plaines Theatre is identified as a historically significant asset of Des Plaines, which should be utilized to generate more activity in the Downtown area. One of the specific goals of the Comprehensive Plan is to revive and restore the Des Plaines Theatre in order to transform it into a sub-regional destination. The remodeled Des Plaines Theatre will include a 737-seat, multi-level theater seating area, 814-square foot, 62-seat restaurant space, and 1,682-square foot, 112-seat bar area for a variety of events. The maximum of 50 employees will be on site at a given time. The Des Plaines Theatre will be open daily between 11 am and 2 am. The existing property has access to on-street parking along Miner Street and off-street parking located in Metropolitan Square parking garage, which provide ample ingress and egress to and from the property. Additionally, there is an alley located behind the theater building for the temporary parking of buses and vehicles for performers and their equipment.



Architectural  
Consulting  
Group,  
Ltd.

422 N. Hough St.  
Barrington, IL 60010  
Tel: 847-277-1900  
www.acg-llc.net

I hereby certify that these documents have been prepared under my supervision and to the best of my knowledge conform with all applicable building codes ordinances.



**INTERIOR REHABILITATION for:**  
**DES PLAINES THEATER**  
1476 MINER STREET  
DES PLAINES, ILLINOIS 60016

NO.	DESCRIPTION	DATE
	IN PROGRESS	4.14.20
	98% IN PROGRESS	7.7.20
	95% IN PROGRESS	12.19.19

Drawing Date: 10-22-19

Project No.: 18-159-02

Sheet Title: OVERALL FIRST/SECOND FLOOR PLAN

Sheet No.:

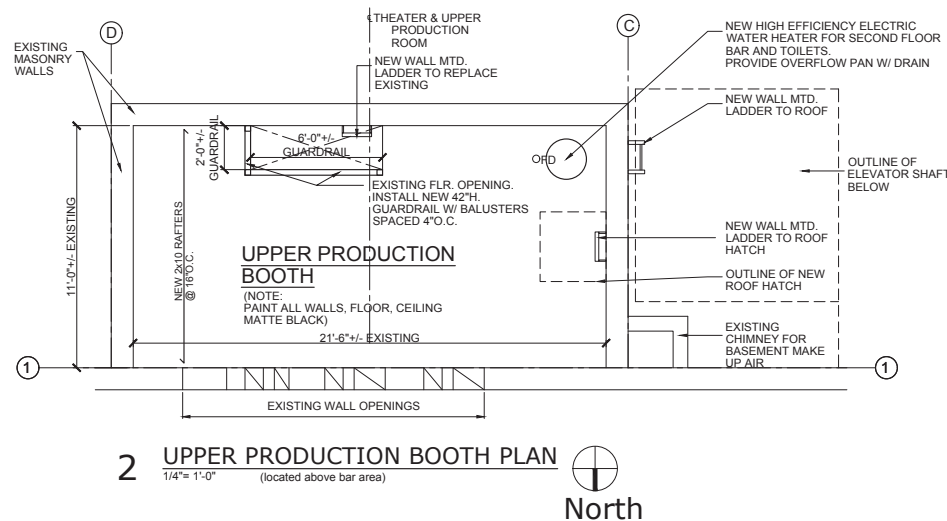
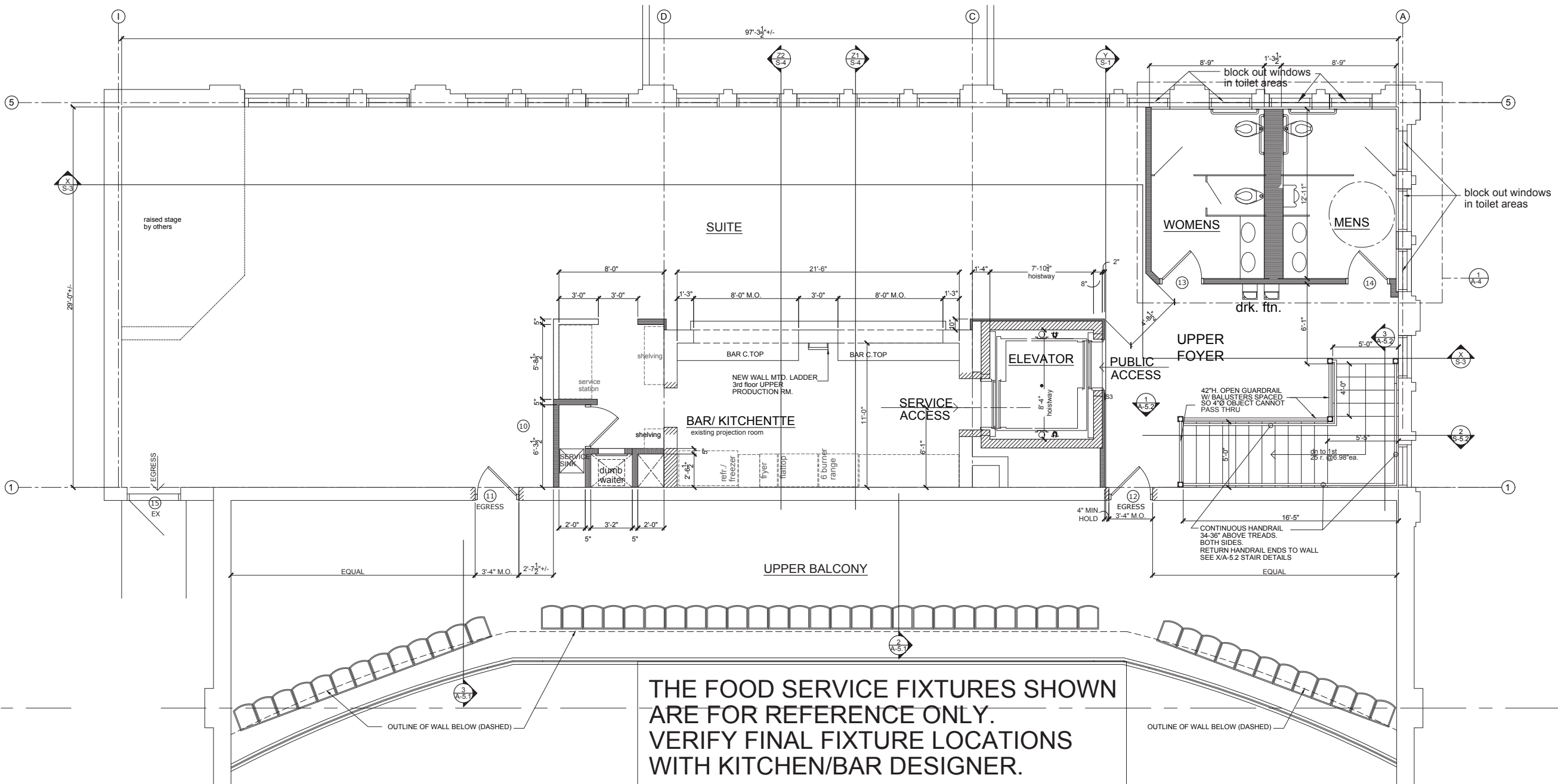
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4-14-2020

DES PLAINES, ILLINOIS 60016

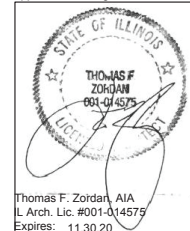
Sheet No.:

4-14-2020



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422 N. Hough St.  
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Tel: 847-277-1900  
www.acg-llc.net

I hereby certify that these documents  
have been prepared under my  
supervision and to the best of my  
knowledge conform with all  
applicable building codes ordinances.



**INTERIOR REHABILITATION for:**  
**DES PLAINES THEATER**  
1476 MINER STREET  
DES PLAINES, ILLINOIS 60016

NO.	DESCRIPTION	DATE
	IN PROGRESS	4.14.20
	98% IN PROGRESS	7.7.20
	95% IN PROGRESS	12.19.19

Drawing Date: 10-22-19

Project No.: 18-159-02

Sheet Title:  
**SECOND FLOOR PLAN  
UPPER PRODUCTION  
ENLARGED**

Sheet No.:

**A-3.1**

4-14-2020





## COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

### MEMORANDUM

Date: May 19, 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 a Planned Unit Development Amendment and a Final Plat of Subdivision for Metropolitan Square, Case 21-012-FPLAT-PUD-A (1<sup>st</sup> Ward)

**Issue:** The petitioner is requesting a Conditional Use to amend an existing Planned Unit Development under Section 12-7-3(K) of the Des Plaines Zoning Ordinance, and a Final Plat of Subdivision under Section 13-2 of Subdivision Regulations of the City of Des Plaines Municipal Code, to re-subdivide the Metropolitan Square Planned Unit Development.

**Analysis:**

**Address:** 510 & 518 Metropolitan Way, 1440-1472 Market Street, and 1506-1524 Market Street

**Owners:** T Metro Square IL, LLC, 16600 Dallas Parkway, Suite 300, Dallas, TX 75248

**Petitioner:** T Metro Square IL, LLC, 16600 Dallas Parkway, Suite 300, Dallas, TX 75248

**Case Number:** 21-012-FPLAT-PUD-A

**Real Estate Index**

**Numbers:** 09-17-411-015-0000; -016; 09-17-414-021-0000; -025; -026

**Ward:** #1, Alderman Mark Lysakowski

**Existing Zoning:** C-5, Central Business District

**Existing Land Use:** Commercial

**Surrounding Zoning:** North: C-3, General Commercial District  
South: C-5, Central Business District  
East: R-4, Central Core Residential District/C-5, Central Business District  
West: R-4, Central Core Residential District/C-3 General Commercial District

<b>Surrounding Land Use:</b>	North: Commercial South: Commercial East: Commercial; Multi-Family Residential West: Commercial; Multi-Family Residential
<b>Street Classification:</b>	Lee Street is classified as an Other Principal Arterial, River Road is classified as a Minor Arterial, and Perry Street is classified as a Local Street.
<b>Comprehensive Plan:</b>	The Comprehensive Plan designates the site as Higher Density Urban Mix with Residential.

### **Final Planned Unit Development**

**Project Description:** The petitioner, T-Metro Square IL, LLC, has requested the following items: (i) a Final Plat of Subdivision to consolidate Lot A in Metropolitan Square Phase 1 with a portion of Lot E in Metropolitan Square Phase 1A, resubdivide Lot A into Lots 1 and 3, and designate a portion of said Lot E as Lot 2; and (ii) amend the existing Planned Unit Development (PUD) for Metropolitan Square to depict the new lot lines. The addresses included in this request are 510 and 518 Metropolitan Way, 1440-1472 Market Street, and 1506-1524 Market Street, which are all located within the C-5, Central Business district. The Metropolitan Square development began on July 21, 2003 through the approval of Resolution R-89-03, which authorized the execution of the “Redevelopment Agreement” between TDC & JFA Des Plaines, LLC and the City of Des Plaines for the Downtown Redevelopment Project. On April 21, 2004, Ordinances Z-14-04 and Z-15-04 were passed allowing a map amendment from C-3 to C-5 and final approval for a Planned Unit Development for the Downtown Redevelopment Project—referred to as the Metropolitan Square Downtown Redevelopment—respectively (Case #03-42-PUD-A). On July 12, 2004, Ordinance Z-30-04 was passed granting a conditional use for a Localized Alternative Sign Regulation (LASR) within a C-3 and C-5 zoning district at 551 Lee Street (Case #04-10-CU-LASR). The Jefferson Street right-of-way, Park Place right-of-way, and certain portions of alleys were vacated through the approval of Ordinance M-21-05 on May 2, 2005. Resolution R-13-06 was approved on February 6, 2006 authorizing the execution of the first amendment to the “Redevelopment Agreement” and granting the map amendment request from C-3 to C-5 zoning.

The proposed requests constitute a major change to the existing PUD pursuant to Section 12-3-5(G) requiring a PUD amendment. The subject properties included in this request consist of 3.46 acres in size, which are currently improved with a grocery store, two multi-unit shopping center buildings, a bank, and multiple surface parking areas as shown in the Plat of Survey (Attachment 4). The subject properties abut Lee Street, Perry Street, River Road, and Market Street and are currently accessed by multiple curb-cuts on Perry Street and River Road. The proposal intends to provide a separate lot for the bank property and designate a portion of Lot E, which includes the existing Metropolitan Square multi-tenant pole sign, as Lot A. However, the petitioner does not propose to change the size of the existing PUD.

## **Final Plat of Subdivision**

### **Project Description**

The petitioner has submitted a revised Final Plat of Subdivision in order to re-subdivide the existing lots into three lots to reflect the change in scope for the redevelopment of this property. The proposed new lot configuration is below:

**Final Plat of Subdivision - Lot Matrix**

<b>Proposed Lot Number</b>	<b>Proposed/Existing Use</b>	<b>Proposed Land Area</b>	<b>Proposed Acreage</b>
Lot 1	Existing Shopping Center & Grocery Store	140,239 SF	3.219
Lot 2	Multi-tenant Pole Sign	177 SF	0.004
Lot 3	Existing Bank	13,115 SF	0.301

A description of each proposed lot is as follows:

- Lot 1 – The existing Lot A including the existing shopping center buildings and grocery store will be extended to include a portion of Lot E, which contains an existing multi-tenant pole sign.
- Lot 2 – This lot encompasses the existing multi-tenant pole sign.
- Lot 3 – This lot encompasses the existing bank building.

### **Compliance with the Comprehensive Plan**

There are several parts of the Comprehensive Plan that align with the proposed project. Those portions are as follows:

- Under Future Land Use Map:
  - The property is marked for Higher Density Urban Mix with Residential land uses. The Future Land Use Plan strives to create a well-balanced development area with a healthy mixture of commercial and residential uses in the Downtown area. The current use is commercial and the petitioner proposes to retain the existing high density commercial development located on the subject properties. The proposed resubdivision will help clean-up the existing PUD by creating specific lots for the bank building and multi-tenant pole sign.
  - The subject property is located in downtown Des Plaines along the defined Lee Street and River Road commercial corridors with high density commercial and residential development. The request would assist in better defining different uses within the existing PUD and retention of existing commercial businesses and residences at this location.

While the aforementioned bullet points are only a small portion of the Comprehensive Plan, there is a large emphasis on developing and enhancing our commercial corridors and mixed use developments. The applicant is proposing to resubdivide the existing PUD to improve the design and function of the existing uses in downtown Des Plaines.

### **Planned Unit Development (PUD) Findings**

As required, the proposed development is reviewed in terms of the findings contained in Section 3-5-5 of the Zoning Ordinance. In reviewing these standards, staff has the following comments:

**A. The extent to which the Proposed Plan is or is not consistent with the stated purpose of the PUD regulations in Section 12-3-5-1 and is a stated Conditional Use in the subject zoning district:**

**Comment:** A PUD is a listed conditional use in the C-5 zoning district. The existing PUD meets the stated purpose of the PUD. Additionally, the proposed resubdivision of the subject parcels will enhance the neighboring area, but also be cognizant of nearby land uses. Please also see the responses from the applicant.

**B. The extent to which the proposed plan meets the prerequisites and standards of the planned unit development regulations:**

**Comment:** The existing PUD will be in-keeping with the City's prerequisites and standards regarding planned unit development regulations. Please also see the responses from the applicant.

**C. The extent to which the proposed plan departs from the applicable zoning and subdivision regulations otherwise applicable to the subject property, including, but not limited to the density, dimension, area, bulk, and use and the reasons why such departures are or are not deemed to be in the public interest:**

**Comment:** The existing PUD is in-line with the intent of a PUD as it contains higher density development and a Localized Alternative Sign Regulation for multiple buildings and freestanding signage. Aside from this, all other aspects of the revised development proposal comply with the Zoning Ordinance. Please also see the responses from the applicant.

**D. The extent to which the physical design of the proposed development does or does not make adequate provision for public services, provide adequate control of vehicular traffic, provide for, protect open space, and further the amenities of light and air, recreation and visual enjoyment:**

**Comment:** All provisions for public services, adequate traffic control and the protection of open space are being accommodated in the development. The petitioner is not proposing any changes to existing access points or circulation of the subject properties. Please also see the responses from the applicant.

**E. The extent to which the relationship and compatibility of the proposed development is beneficial or adverse to adjacent properties and neighborhood:**

**Comment:** The existing PUD complements existing development to the east, west and south as all surrounding properties are built up with higher density commercial and residential development. Additionally, the existing PUD includes aspects that reduce any impact on the nearby properties as all elements will have to comply with the Des Plaines Subdivision and Zoning Ordinances, which will not change with the proposed resubdivision and PUD amendment request.

**F. The extent to which the proposed plan is not desirable to physical development, tax base and economic well-being of the entire community:**

**Comment:** The existing PUD contributes to an improved physical appearance within the City by providing several commercial services and residential uses for residents in Des Plaines, which contributes positively to the tax base and economic well-being of the community. The proposed resubdivision and PUD amendment request will not change the impact that the Metropolitan Square PUD has on the Downtown area and the City of Des Plaines as a whole. Please also see the responses from the applicant.

**G. The extent to which the proposed plan is in conformity with the recommendations of the 2019 Comprehensive Plan:**

**Comment:** The proposed development meets the goals, objectives and recommendations of the 2019 Comprehensive Plan. Please also see the responses from the applicant.

**Planning and Zoning Board Review:** The Planning and Zoning Board met on May 11, 2021 to consider a Conditional Use under Section 12-7-3(K) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow for Final Plat of Subdivision and PUD Amendment at 510 & 518 Metropolitan Way, 1440-1472 Market Street,

and 1506-1524 Market Street in the C-5, Central Business district.

The petitioner presented an overview of the request for (i) a Final Plat of Subdivision to consolidate Lot A in Metropolitan Square Phase 1 with a portion of Lot E in Metropolitan Square Phase 1A, resubdivide Lot A into Lots 1 and 3, and designate a portion of said Lot E as Lot 2; and (ii) amend the existing PUD for Metropolitan Square to depict the new lot lines. He noted that this request is essentially housekeeping to clean up some of the existing lot lines in the PUD portion owned by T Metro Square, IL, LLC and resubdivide into three lots: Lot 1 encompassing the Shop N' Save and multi-tenant shopping centers along Market Street; Lot 2 consisting of the tenant panel sign located on the northwest corner of River Road / Pearson Street intersection; and Lot 3 consisting of the bank property along Perry Street. He added that this request stemmed from the bank being sold by way of separate deeds in the spring of 2019, but that the bank was not established as a legal plat of record. He mentioned that there will be no visible changes to the PUD itself, as the proposed changes will only alter the invisible lot lines throughout this portion of the PUD.

The Planning and Zoning Board (PZB) Members asked if there will be any changes to the existing office building located at 636 River Road; and if the proposal will assist in filling the empty store fronts in the PUD.

Community and Economic Development staff summarized the staff report and recommended approval of the request with the condition that drawings may have to be amended to comply with all codes and regulations.

No members of the public spoke on this petition. The Planning and Zoning Board *recommended* (5-0) that the City Council *approve* the request with the condition found in the staff report.

**Recommendation:** I recommend approval of Ordinance Z-38-21 to approve a Final Plat of Subdivision pursuant to 13-2 of the Des Plaines Subdivision Ordinance to resubdivide the existing PUD into three lots of record and Conditional Use pursuant to Section 12-7-3(K) of the Zoning Ordinance to amend the existing PUD in the C-5 zoning district at 510 & 518 Metropolitan Way, 1440-1472 Market Street, and 1506-1524 Market Street with the condition that drawings may have to be amended to comply with all applicable codes and regulations.

**Attachments:**

- Attachment 1: Project Narrative
- Attachment 2: Responses to Standards for PUD
- Attachment 3: Location Map
- Attachment 4: Plat of Survey
- Attachment 5: Site and Context Photos
- Attachment 6: Chairman Szabo Memo
- Attachment 7: Draft Excerpt of Minutes from the May 11, 2021 Planning and Zoning Board Meeting

**Ordinance Z-38-21**

- Exhibit A: Final Plat
- Exhibit B: Revised Plat of PUD
- Exhibit C: Unconditional Agreement and Consent

MELTZER, PURTILL & STELLE LLC

**MPS**LAW

ATTORNEYS AT LAW

1515 E. WOODFIELD ROAD  
SECOND FLOOR  
SCHAUMBURG, IL 60173-5431  
PHONE (847) 330-2400  
FAX (847) 330-1231

300 S. WACKER DRIVE  
SUITE 3500  
CHICAGO, IL 60606-6704  
PHONE (312) 987-9900  
FAX (312) 987-9854

File Number: 35493-003  
Direct Dial: (312) 461-4302  
E-mail: sbauer@mpsllaw.com

March 26, 2021

**VIA E-MAIL**

Jonathan Stytz  
City Planner  
Community & Economic Development Department  
City of Des Plaines  
1420 Miner Street  
Des Plaines, IL 60016

Re: Metropolitan Square Subdivision Proposal

Dear Mr. Stytz:

On behalf of our client T Metro Square IL, LLC ("T Metro Square") (i) for itself, as owner of each (a) that portion of Lot A in Metropolitan Square Phase I commonly known as 518 Metropolitan Way, 1440-1472 Market Street and 1506-1524 Market Street and (b) portions of Lot E in Metropolitan Square Phase IA, and (ii) on behalf of 7711 Mitchell Road Partners, LLP ("7711 Mitchell"), as owner of that portion of Lot A commonly known 510 Metropolitan Way and currently occupied by a Fifth Third Bank branch facility ("Bank Property"), we are pleased to submit the attached Development Application. As stated in that application, T Metro requests final plat of subdivision and planned unit development amendment approval in accordance with the attached Final Plat of Resubdivision ("Resubdivision Plat") and the attached Amended Planned Unit Development Plat ("PUD Plat"), respectively. More specifically, T Metro seeks to (i) consolidate Lot A with the northeasternmost portion of Lot E as shown on the Final Plat, which portion consists of six parking stalls and the eastern half of the adjacent drive aisle, (ii) resubdivide Lot A into Lots 1 and 3 as shown on the Final Plat, (iii) designate the southeasternmost portion of Lot E, on which a Metropolitan Square multi-tenant pylon sign is located, as Lot 2 and (iv) amend the planned unit development plat in accordance with the PUD Plat to depict corresponding lot lines consistent with the Resubdivision Plat.

As you know, neither T Metro Square nor 7711 Mitchell proposes to alter the existing improvements located on the aforesaid properties or any other portion of Metropolitan

*Jonathan Stytz  
City of Des Plaines  
March 26, 2021  
Page 2*

Square. Rather, the foregoing requests are made solely because the Bank Property was originally acquired by T Metro Square affiliate T Metro Pad, IL, LLC ("T Metro Pad") concurrently with acquisition of the remainder the aforesaid properties by T Metro Square, at which time the City of Des Plaines issued real estate transfer stamps authorizing the conveyances by which those acquisitions occurred notwithstanding the fact that the Bank Property is not a separately platted lot of record. In accordance with the apparent spirit and intent of a Transfer Tax Stamp Release Agreement entered into between the City, T Metro Pad and 7711 Mitchell ("Stamp Agreement"), under which the City desired that 7711 Mitchell would submit an application to the City for subdivision approval to create a separately platted lot of record for the Bank Property, T Metro Square now requests subdivision approval for that and parcel consolidation purposes reflective of existing property ownership, and an associated planned unit development amendment as described above.

Attached for your review is a Development Application executed by each T Metro Square and 7711 Mitchell, the Resubdivision Plat, the PUD Plat and a copy of the \$10,309 check paid to the City today and stamped as received accordingly for the associated \$309 application fee and \$10,000 project review escrow account payment you requested when we last spoke.

For avoidance of any doubt, please note that T Metro Pad has not held an interest in any portion of the aforesaid properties since it conveyed the Bank Property to 7711 Mitchell as contemplated by the Stamp Agreement. Additionally, T Metro Square does not anticipate conveying any portion of proposed Lot 1 as shown on the Final Plat separately from any other portion that lot. If and when T Metro Square conveys proposed Lot 1 to a third party, it intends to convey proposed Lot 2 to the same party.

We look forward to working with the City to complete this long-anticipated resubdivision and planned unit development plat amendment as mutually desired by each of T Metro Square, 7711 Mitchell and the City.

Sincerely,

**MELTZER, PURTILL & STELLE LLC**



Steven C. Bauer

Attachments

**Responses to Standards of Review for  
Major Planned Unit Development Amendment**  
(Metropolitan Square – Resubdivision)

As owner of each (a) that portion of Lot A in Metropolitan Square Phase I commonly known as 518 Metropolitan Way, 1440-1472 Market Street and 1506-1524 Market Street and (b) portions of Lot E in Metropolitan Square Phase IA, which portions of Lot A and Lot E are collectively occupied by a composition of mixed uses, and on behalf of 7711 Mitchell Road Partners, LLP, as owner of that portion of Lot A commonly known 510 Metropolitan Way and currently occupied by a Fifth Third Bank branch facility (“Bank Property”), T Metro Square IL, LLC (“T Metro Square”), for itself and on behalf of 7711 Mitchell Road Partners, LLP (“7711 Mitchell”), provides the following responses to the applicable standards of review for a Major Planned Unit Development amendment in accordance with Sections 12-3-5(E) and 12-3-5(G) of the *Des Plaines Zoning Ordinance of 1998*, as amended (“Zoning Ordinance”), and in conjunction with a concurrent request for Final Plat of Subdivision Approval.

***1. The extent to which the proposed plan is or is not consistent with the stated purpose of the planned unit development regulations set forth in Section 12-3-5(A) of the Zoning Ordinance;***

The proposed PUD amendment is not in any way inconsistent with the purpose of the PUD regulations set forth in Section 12-3-5(A) of the Zoning Ordinance in that the proposed amendment will not alter any of (a) the environment available to the public at Metropolitan Square as it was approved, constructed and exists today, (b) the extent of common open space, recreation areas and facilities at Metropolitan Square as it was approved, constructed and exists today, (c) the pattern of development at Metropolitan Square as it was approved, constructed and exists today in relation to preservation of natural vegetation, topographic and geologic features, (d) the creative approach to the use of land and related physical facilities at Metropolitan Square as it was approved, constructed and exists today in relation to the aesthetic amenities at Metropolitan Square as it was approved, constructed and exists today, (e) the efficient use of land at Metropolitan Square as it was approved, constructed and exists today in relation to economic networks of utilities, streets and other facilities or (f) land uses at Metropolitan Square as it was approved, constructed and exists today in relation to the promotion of the public health, safety, and general welfare.

The proposed PUD amendment is sought solely for the purpose of depicting corresponding lot lines consistent with the proposed Final Plat of Subdivision for which T Metro Square seeks approval in conjunction with the proposed PUD amendment. T Metro Square seeks approval of that proposed Final Plat of Subdivision as a matter of housekeeping solely because T Metro Square affiliate T Metro Pad, IL LLC (“T Metro Pad”) acquired the Bank Property by way of a deed describing that property as a separate parcel of record, but not a separate lot of record, before then conveying it to 7711 Mitchell. The City authorized that conveyance when it issued real estate transfer stamps pursuant to a Transfer Tax Stamp Release Agreement entered into between the City, T Metro Pad and 7711 Mitchell Road under which agreement the City desired that the parties would seek subdivision approval to create a separately platted lot of record for the Bank Property. T Metro Square now requests subdivision approval for that and parcel consolidation purposes reflective of existing property ownership. And, again, T Metro Square is concurrently seeking



approval of the proposed PUD amendment solely for the purpose of depicting corresponding lot lines consistent with that of the proposed Final Plat of Subdivision.

***2. The extent to which the proposed plan meets the requirements and standards of the planned unit development regulations;***

The proposed PUD amendment will not in any way materially alter the PUD plan for Metropolitan Square as it was approved and under which Metropolitan Square was constructed and exists today. More specifically, the proposed PUD amendment will not alter any of the zoning, unified development and operation of Metropolitan Square as they exist today, the improvements at Metropolitan Square as they exist today, the required minimum perimeter yards, the compatibility of uses permitted at Metropolitan Square, the availability of parking supply, traffic circulation at Metropolitan Square or the general design or architectural features of Metropolitan Square. Moreover, the proposed PUD amendment will not endanger the public health, safety, morals, comfort or general welfare.

***3. The extent to which the proposed plan departs from the zoning and subdivision regulations otherwise applicable to the subject property, including, but not limited to, the density, dimension, area, bulk and use and the reasons why such departures are or are not deemed to be in the public interest;***

The proposed PUD amendment does not involve departure from the zoning and subdivision regulations otherwise applicable to the subject property. As previously stated, proposed PUD amendment is sought solely for the purpose of depicting corresponding lot lines consistent with the proposed Final Plat of Subdivision for which T Metro Square seeks approval in conjunction with the proposed PUD amendment as described in further detail above.

***4. The extent to which the physical design of the proposed plan does or does not make adequate provision for public services, provide adequate control over vehicular traffic, provide for and protect designated common open space, and further the amenities of light and air, recreation and visual enjoyment;***

The proposed PUD amendment does not involve alteration to (a) the physical design of the approved PUD plan for Metropolitan Square, (b) the physical composition of Metropolitan Square as it was constructed and exists today, (c) traffic control at Metropolitan Square as it exists today, (d) designated common open space at Metropolitan Square as it was approved, constructed and exists today or (e) amenities of light, air, recreation and visual enjoyment as those development characteristics of Metropolitan Square exist today.

***5. The extent to which the relationship and compatibility of the proposed plan is beneficial or adverse to adjacent properties and neighborhood;***

The proposed PUD amendment will have no impact on adjacent properties or the surrounding neighborhood. As previously stated and described in greater detail above, the proposed PUD amendment is sought solely for the purpose of depicting corresponding lot lines consistent with the proposed Final Plat of Subdivision for which T Metro Square seeks approval in conjunction

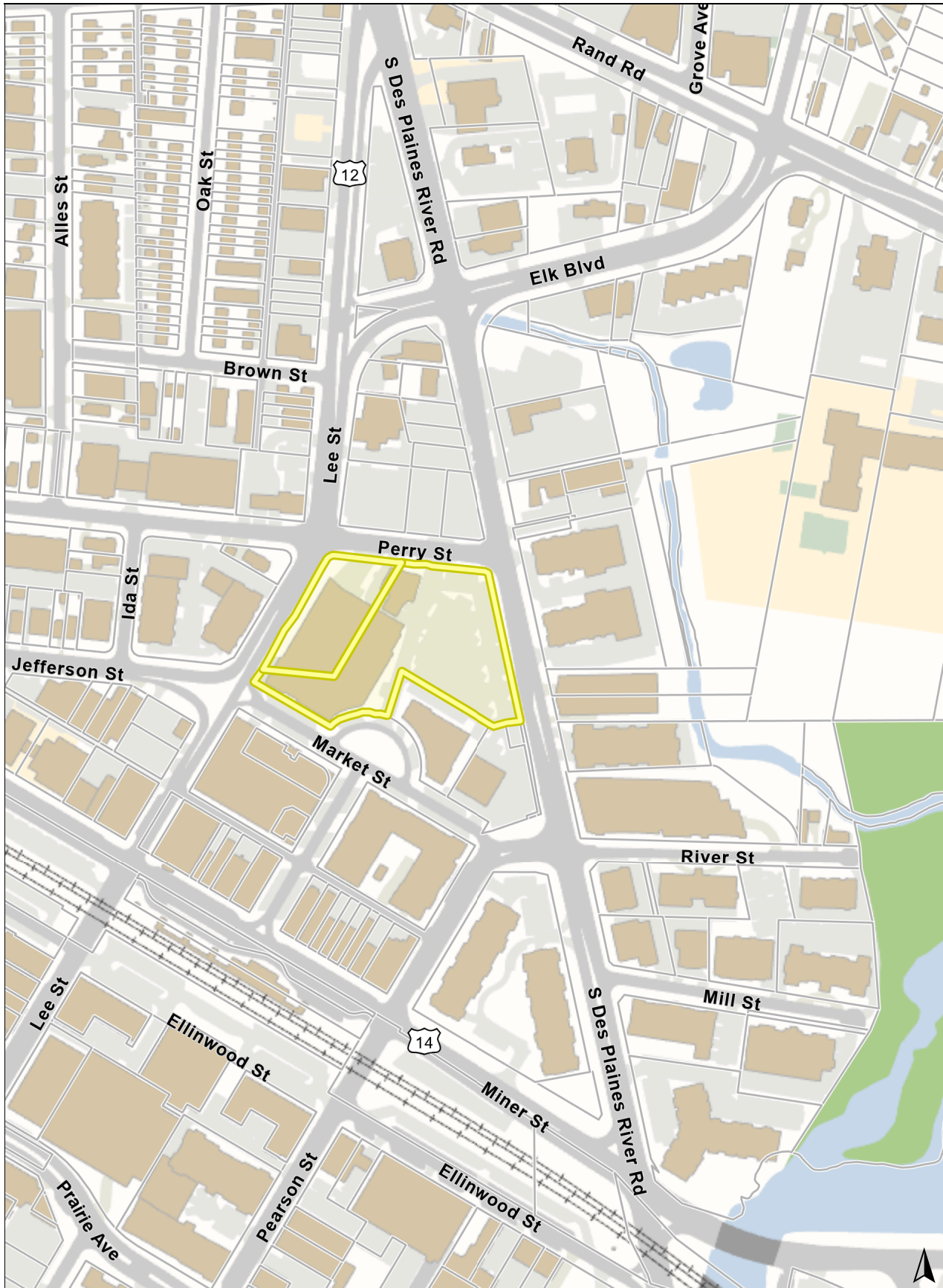
with the proposed PUD amendment. As also previously stated, T Metro Square seeks approval of that proposed Final Plat of Subdivision as a matter of housekeeping solely to (a) create a separately platted lot of record for the Bank Property in a manner consistent with that in which T Metro Square affiliate T Metro Pad acquired that property and then conveyed it to 7711 Mitchell and (b) for parcel consolidation purposes reflective of existing property ownership.

***6. The extent to which the proposed plan is not desirable to the proposed plan [sic] to physical development, tax base and economic well-being of the entire community; and***

The proposed PUD amendment will have no impact on the physical development, tax base and economic well-being of either the neighborhood in which Metropolitan Square is located or the City as a whole.

***7. The extent to which the proposed plan is not in conformity with the recommendations of the comprehensive plan.***

The proposed PUD amendment is not out of conformity with and will have no impact upon the Overarching Principles of the Comprehensive Plan set forth on page 8 thereof. More specifically, the proposed PUD amendment will not (i) expand or detrimentally alter mixed-use development in the downtown, (ii) create or alter the composition of housing options at Metropolitan Square or throughout the City generally, (iii) alter the presence of or opportunities for small-scale pocket parks or large-scale open spaces, (iv) present flooding issues or undermine flood mitigation efforts, (v) hinder the City's effort to retain historic character or (vi) in any way frustrate the City's efforts to adhere to the Inclusive Growth framework of the Chicago Metropolitan Agency for Planning pertaining to ensuring several housing options to fit diverse needs; providing accessibility for residents to age-in-place; exploring outreach strategies for underrepresented groups; increasing communication and collaboration efforts; education of homeowners, including promoting stormwater improvements on private property; and enhancing the business climate through focus on economic development initiatives and programing to encourage private investment.



## Legend

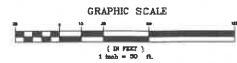
## Notes

0 450 900  
ft

Print Date: 5/3/2021

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# ALTA/NSPS LAND TITLE SURVEY



CURVE TABLE				
CURVE NO.	CHORD BEARS	CHORD BEARS	CHORD BEARS	CHORD BEARS
1	100.00	100.00	100.00	100.00
2	100.00	100.00	100.00	100.00
3	100.00	100.00	100.00	100.00
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98	100.00	100.00	100.00	100.00
99	100.00	100.00	100.00	100.00
100	100.00	100.00	100.00	100.00



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PHONE: (815) 821-1100 FAX: (815) 821-1101

PROJECT: Metropolitan Square  
CLIENT: T Metro Square II, LLC  
DATE: 8-25-17  
BY: [Signature]  
CHECKED BY: [Signature]  
DATE: 10-18-17

DATE: 8-25-17  
BY: [Signature]  
CHECKED BY: [Signature]  
DATE: 10-18-17



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**Metropolitan Square – Public Notice**



**Metropolitan Square – Facing East**



**Metropolitan Square – Facing Southeast**



**Metropolitan Square – Facing West**



COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

May 12, 2021

Mayor Bogusz and Des Plaines City Council  
CITY OF DES PLAINES

**Subject:** Planning and Zoning Board, Metropolitan Square PUD Amendment, Case #21-012-CU, 1<sup>st</sup> Ward  
**RE:** Consideration of Final Plat of Subdivision and PUD Amendment Metropolitan Square

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board met on May 11, 2021 to consider a Conditional Use under Section 12-7-3(K) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow for a Final Plat of Subdivision and PUD Amendment at 510 & 518 Metropolitan Way, 1440-1472 Market Street, and 1506-1524 Market Street in the C-5, Central Business district.

1. The petitioner presented an overview of the request for (i) a Final Plat of Subdivision to consolidate Lot A in Metropolitan Square Phase 1 with a portion of Lot E in Metropolitan Square Phase 1A, resubdivide Lot A into Lots 1 and 3, and designate a portion of said Lot E as Lot 2; and (ii) amend the existing PUD for Metropolitan Square to depict the new lot lines. He noted that this request is essentially housekeeping to clean up some of the existing lot lines in the PUD portion owned by T Metro Square, IL, LLC and resubdivide into three lots: Lot 1 encompassing the Shop N' Save and multi-tenant shopping centers along Market Street; Lot 2 consisting of the tenant panel sign located on the northwest corner of River Road / Pearson Street intersection; and Lot 3 consisting of the bank property along Perry Street. He added that this request stemmed from the bank being sold by way of separate deeds in the spring of 2019, but that the bank was not established as a legal plat of record. He mentioned that there will be no visible changes to the PUD itself, as the proposed changes will only alter the invisible lot lines throughout this portion of the PUD.
2. The Planning and Zoning Board (PZB) Members asked if there will be any changes to the existing office building located at 636 River Road; and if the proposal will assist in filling the empty store fronts in the PUD. The petitioner responded that the office building at 636 River Road will not be altered, as it is not owned by T Metro Square, IL, LLC; and that the proposal is net neutral in that it will not hurt or harm the existing PUD. The petitioner clarified that there will be no physical changes to the existing PUD, as this request deals with altering the existing lot lines and amending the PUD Plat to reflect those changes. Director McMahon clarified that all properties would still be governed by the existing PUD agreement including the maintenance and use of the properties, and that the proposed bank property would still need to follow the regulations in the PUD agreement, even if sold to another entity.
3. Community and Economic Development staff summarized the staff report and recommended approval of the request with the condition that drawings may have to be amended to comply with all codes and regulations.
4. No members of the public spoke on this petition.
5. The Planning and Zoning Board *recommended* (5-0) that the City Council *approve* the request with the condition found in the staff report.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'James Szabo', written in a cursive style.

James Szabo,  
Des Plaines Planning and Zoning Board, Chairman

Cc: City Officials/Aldermen



Case 21-007-CU	1011 E Touhy Ave	Conditional Use
Case 21-008-CU	1628 Rand Rd	Conditional Use
Case 21-012-FPLAT-PUD-A	Various Addresses	Final Plat of Subdivision/PUD Amendment
Case 21-013-CU	1470-1476 Miner St	Conditional Use

May 11, 2021

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3. **Address:** 510 & 518 Metropolitan Way, 1440-1472 Market Street, and 1506-1524 Market Street

**Case Number:** 21-012-FPLAT-PUD-A  
Public Hearing

The petitioner is requesting the following items: (i) a Final Plat of Subdivision under Section 13-2-5 of the Subdivision Regulations to resubdivide a portion of the existing Metropolitan Square Planned Unit Development (PUD) into three lots; and (ii) an amendment to an existing PUD pursuant to Section 12-3-5 of the Des Plaines Zoning Ordinance, as amended, and the approval of any other such variations, waivers, and zoning relief as may be necessary.

**PINs:** 09-17-411-015-0000; 09-17-411-016-0000; 09-17-414-021-0000  
**Petitioner:** T Metro Square IL, LLC, 16600 Dallas Parkway, Suite 300, Dallas, TX 75248  
**Owner:** T Metro Square IL, LLC, 16600 Dallas Parkway, Suite 300, Dallas, TX 75248

Chairman Szabo swore in the following individuals via Zoom: Steve Bauer, attorney for applicant of 300 S. Wacker Dr. Suite 3500, Chicago, IL and Dan Joyce, property manager for Metropolitan Square, via Zoom.

Mr. Bauer stated this item is a housekeeping matter for the final plat of subdivision and final plat. Mr. Bauer went over the plat and the plan to subdivide the property into three lots. Mr. Bauer stated that the shopping center will act and maintain the same; nothing changes to the property besides creating lots. Mr. Bauer stated that he reviewed the staff report with the one condition that revisions may be required based on additional review, Mr. McMahon stated that any changes needed to the plat typically happen when the plat is to be recorded, the ordinance will a provision for any adjustments to the plat needed for technical matters.

Chairman Szabo asked if there were any questions from the Board.

Member Fowler inquired about 636 River and if it was included in the subdivision. Mr. Bauer stated that the building is not owner by T Metro Square IL LLC and not part of the property.

Member Veremis asked if the subdivision would help to populate the empty storefronts, Mr. Bauer stated that this change is net neutral and would not harm or help the property.

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 Planned Unit Development Amendment under Section 12-3-5(G) of the Des Plaines Zoning Ordinance, and a Final Plat of Subdivision under Section 13-2 of Subdivision Regulations of the City of Des Plaines Municipal Code, to re-subdivide the Metropolitan Square Planned Unit Development.



Case 21-007-CU	1011 E Touhy Ave	Conditional Use
Case 21-008-CU	1628 Rand Rd	Conditional Use
Case 21-012-FPLAT-PUD-A	Various Addresses	Final Plat of Subdivision/PUD Amendment
Case 21-013-CU	1470-1476 Miner St	Conditional Use

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### **Analysis:**

**Address:** 510 & 518 Metropolitan Way, 1440-1472 Market Street, and 1506-1524 Market Street

**Owners:** T Metro Square IL, LLC, 16600 Dallas Parkway, Suite 300, Dallas, TX 75248

**Petitioner:** T Metro Square IL, LLC, 16600 Dallas Parkway, Suite 300, Dallas, TX 75248

**Case Number:** 21-012-FPLAT-PUD-A

### **Real Estate Index**

**Numbers:** 09-17-411-015-0000; 09-17-411-016-0000; 09-17-414-021-0000

**Ward:** #1, Alderman Mark Lysakowski

**Existing Zoning:** C-5, Central Business District

**Existing Land Use:** Commercial

**Surrounding Zoning:** North: C-3, General Commercial District  
South: C-5, Central Business District  
East: R-4, Central Core Residential District/C-5, Central Business District  
West: R-4, Central Core Residential District/C-3 General Commercial District

**Surrounding Land Use:** North: Commercial  
South: Commercial  
East: Commercial; Multi-Family Residential  
West: Commercial; Multi-Family Residential

**Street Classification:** Lee Street is classified as an Other Principal Arterial, River Road is classified as a Minor Arterial, and Perry Street is classified as a Local Street.

**Comprehensive Plan:** The Comprehensive Plan designates the site as Higher Density Urban Mix with Residential.

### **Final Planned Unit Development**

#### **Project Description:**

The petitioner, T-Metro Square IL, LLC, has requested the following items: (i) a Final Plat of Subdivision to consolidate Lot A in Metropolitan Square Phase 1 with a portion of Lot E in Metropolitan Square Phase 1A, resubdivide Lot A into Lots 1 and 3, and designate a portion of said Lot E as Lot 2; and (ii) amend the existing Planned Unit Development (PUD) for Metropolitan Square to depict the new lot lines. The addresses included in this request are 510 and 518 Metropolitan Way, 1440-1472 Market Street, and 1506-1524 Market Street, which are all located within the C-5, Central Business district.

Case 21-007-CU	1011 E Touhy Ave	Conditional Use
Case 21-008-CU	1628 Rand Rd	Conditional Use
Case 21-012-FPLAT-PUD-A	Various Addresses	Final Plat of Subdivision/PUD Amendment
Case 21-013-CU	1470-1476 Miner St	Conditional Use

May 11, 2021

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The Metropolitan Square development began on July 21, 2003 through the approval of Resolution R-89-03, which authorized the execution of the “Redevelopment Agreement” between TDC & JFA Des Plaines, LLC and the City of Des Plaines for the Downtown Redevelopment Project. On April 21, 2004, Ordinances Z-14-04 and Z-15-04 were passed allowing a map amendment from C-3 to C-5 and final approval for a Planned Unit Development for the Downtown Redevelopment Project—referred to as the Metropolitan Square Downtown Redevelopment—respectively (Case #03-42-PUD-A). On July 12, 2004, Ordinance Z-30-04 was passed granting a conditional use for a Localized Alternative Sign Regulation (LASR) within a C-3 and C-5 zoning district at 551 Lee Street (Case #04-10-CU-LASR). The Jefferson Street right-of-way, Park Place right-of-way, and certain portions of alleys were vacated through the approval of Ordinance M-21-05 on May 2, 2005. Resolution R-13-06 was approved on February 6, 2006 authorizing the execution of the first amendment to the “Redevelopment Agreement” and granting the map amendment request from C-3 to C-5 zoning.

The proposed requests constitute a major change to the existing PUD pursuant to Section 12-3-5(G) requiring a PUD amendment. The subject properties included in this request consist of 3.46 acres in size, which are currently improved with a grocery store, two multi-unit shopping center buildings, a bank, and a multiple surface parking areas as shown in the Plat of Survey (Attachment 4). The subject properties abut Lee Street, Perry Street, River Road, and Market Street and are currently accessed by multiple curb-cuts on Perry Street and River Road. The proposal intends to provide a separate lot for the bank property and designate a portion of Lot E, which includes the existing Metropolitan Square multi-tenant pole sign, as Lot A. However, the petitioner does not propose to change the size of the existing PUD.

### **Final Plat of Subdivision**

#### **Project Description**

The petitioner has submitted a revised Final Plat of Subdivision in order to re-subdivide the existing lots into three lots to reflect the change in scope for the redevelopment of this property. The proposed new lot configuration is below:

#### **Final Plat of Subdivision - Lot Matrix**

<b>Proposed Lot Number</b>	<b>Proposed/Existing Use</b>	<b>Proposed Land Area</b>	<b>Proposed Acreage</b>
Lot 1	Existing Shopping Center & Grocery Store	140,239 SF	3.219
Lot 2	Multi-tenant Pole Sign	177 SF	0.004
Lot 3	Existing Bank	13,115 SF	0.301

A description of each proposed lot is as follows:

Case 21-007-CU	1011 E Touhy Ave	Conditional Use
Case 21-008-CU	1628 Rand Rd	Conditional Use
Case 21-012-FPLAT-PUD-A	Various Addresses	Final Plat of Subdivision/PUD Amendment
Case 21-013-CU	1470-1476 Miner St	Conditional Use

May 11, 2021

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Lot 1 – The existing Lot A including the existing shopping center buildings and grocery store will be extended into include a portion of Lot E, which contains an existing multi-tenant pole sign.

Lot 2 – This lot encompasses the existing multi-tenant pole sign.

Lot 3 – This lot encompasses the existing bank building.

### **Compliance with the Comprehensive Plan**

There are several parts of the newly adopted Comprehensive Plan that align with the proposed project. Those portions are as follows:

- Under Future Land Use Map:
  - The property is marked for Higher Density Urban Mix with Residential land uses. The Future Land Use Plan strives to create a well-balanced development area with a healthy mixture of commercial and residential uses in the Downtown area. The current use is commercial and the petitioner proposes to retain the existing high density commercial development located on the subject properties. The proposed resubdivision will help clean-up the existing PUD by creating specific lots for the bank building and multi-tenant pole sign.
  - The subject property is located in downtown Des Plaines along the defined Lee Street and River Road commercial corridors with high density commercial and residential development. The request would assist in better defining different uses within the existing PUD and retention of existing commercial businesses and residences at this location.

While the aforementioned bullet points are only a small portion of the Comprehensive Plan, there is a large emphasis on developing and enhancing our commercial corridors and mixed use developments. The applicant is proposing to resubdivide the existing PUD to improve the design and function of the existing uses in downtown Des Plaines.

### **Planned Unit Development (PUD) Findings**

As required, the proposed development is reviewed in terms of the findings contained in Section 3-5-5 of the Zoning Ordinance. In reviewing these standards, staff has the following comments:

#### **A. The extent to which the Proposed Plan is or is not consistent with the stated purpose of the PUD regulations in Section 12-3-5-1 and is a stated Conditional Use in the subject zoning district:**

**Comment:** A PUD is a listed conditional use in the C-5 zoning district. The existing PUD meets the stated purpose of the PUD. Additionally, the proposed resubdivision of the subject parcels will enhance the neighboring area, but also be cognizant of nearby land uses. Please also see the responses from the applicant.

#### **B. The extent to which the proposed plan meets the prerequisites and standards of the planned unit development regulations:**

Case 21-007-CU	1011 E Touhy Ave	Conditional Use
Case 21-008-CU	1628 Rand Rd	Conditional Use
Case 21-012-FPLAT-PUD-A	Various Addresses	Final Plat of Subdivision/PUD Amendment
Case 21-013-CU	1470-1476 Miner St	Conditional Use

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**Comment:** The existing PUD will be in-keeping with the City's prerequisites and standards regarding planned unit development regulations. Please also see the responses from the applicant.

**C. The extent to which the proposed plan departs from the applicable zoning and subdivision regulations otherwise applicable to the subject property, including, but not limited to the density, dimension, area, bulk, and use and the reasons why such departures are or are not deemed to be in the public interest:**

**Comment:** The existing PUD is in-line with the intent of a PUD as it contains higher density development and a Localized Alternative Sign Regulation for multiple building and freestanding signage. Aside from this, all other aspects of the revised development proposal comply with the Zoning Ordinance. Please also see the responses from the applicant.

**D. The extent to which the physical design of the proposed development does or does not make adequate provision for public services, provide adequate control of vehicular traffic, provide for, protect open space, and further the amenities of light and air, recreation and visual enjoyment:**

**Comment:** All provisions for public services, adequate traffic control and the protection of open space are being accommodated in the development. The petitioner is not proposing any changes to existing access points or circulation of the subject properties. Please also see the responses from the applicant.

**E. The extent to which the relationship and compatibility of the proposed development is beneficial or adverse to adjacent properties and neighborhood:**

**Comment:** The existing PUD complements existing development to the east, west and south as all surrounding properties, are built up with higher density commercial and residential development. Additionally, the existing PUD includes aspects that reduce any impact on the nearby properties as all elements will have to comply with the Des Plaines Subdivision and Zoning Ordinances, which will not change with the proposed resubdivision and PUD amendment request.

**F. The extent to which the proposed plan is not desirable to physical development, tax base and economic well-being of the entire community:**

**Comment:** The existing PUD contributes to an improved physical appearance within the City by providing several commercial services and residential uses for residents in Des Plaines, which contributes positively to the tax base and economic well-being of the community. The proposed resubdivision and PUD amendment request will not change the impact that the Metropolitan Square PUD has on the Downtown area and the City of Des Plaines as a whole. Please also see the responses from the applicant.

**G. The extent to which the proposed plan is in conformity with the recommendations of the 2019 Comprehensive Plan:**

**Comment:** The proposed development meets the goals, objectives and recommendations of the 2019 Comprehensive Plan. Please also see the responses from the applicant.

Case 21-007-CU	1011 E Touhy Ave	Conditional Use
Case 21-008-CU	1628 Rand Rd	Conditional Use
Case 21-012-FPLAT-PUD-A	Various Addresses	Final Plat of Subdivision/PUD Amendment
Case 21-013-CU	1470-1476 Miner St	Conditional Use

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**Recommendation:** I recommend approval of Final Plat of Subdivision pursuant to 13-2 of the Des Plaines Subdivision Ordinance to resubdivide the existing PUD into three lots of record and amend the existing PUD in the C-5 zoning district at 510 & 518 Metropolitan Way, 1440-1472 Market Street, and 1506-1524 Market Street with the condition that drawings may have to be amended to comply with all applicable codes and regulations.

**Planning and Zoning Board Procedure:** Under Section 13-2-7 (Approval of Final Plat By Planning and Zoning Board) of the Subdivision Ordinance and Section 12-3-5(D)(5) (Approval of Final Plat for Planned Unit Developments), the Planning and Zoning Board has the authority to *recommend* that the City Council approve, approve subject to conditions, or deny the above-mentioned Final Plat of Subdivision and PUD amendment requests for the Metropolitan Square PUD. The City Council has final authority over the proposal.

**A motion was made by Board Member Saletnik, seconded by Board Member Veremis to approve the (i) a Final Plat of Subdivision under Section 13-2-5 of the Subdivision Regulations to resubdivide a portion of the existing Metropolitan Square Planned Unit Development (PUD) into three lots; and (ii) an amendment to an existing PUD pursuant to Section 12-3-5 of the Des Plaines Zoning Ordinance, with the one condition, as presented.**

AYES: Saletnik, Veremis, Fowler, Hofherr, Szabo

NAYES: None

ABSTAIN: None

**\*\*\*MOTION CARRIES \*\*\***

CITY OF DES PLAINES

ORDINANCE Z - 38 - 21

**AN ORDINANCE GRANTING A FINAL PLAT OF RESUBDIVISION AND AN AMENDMENT TO AN EXISTING PLANNED UNIT DEVELOPMENT AT 510 & 518 METROPOLITAN WAY, 1440-1472 MARKET STREET, AND 1506-1524 MARKET STREET, DES PLAINES, ILLINOIS.**

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**WHEREAS**, T Metro Square IL, LLC is the owner of those parcels of real property located at 518 Metropolitan Way, 1440-1472 Market Street, and 1506-1524 Market Street (collectively, the “**Shopping Center Parcels**”), and 7711 Mitchell Road Partners, LLP is the owner of that parcel of real property located at 510 Metropolitan Way (“**Bank Parcel**”); and

**WHEREAS**, T Metro Square IL, LLC and 7711 Mitchell Road Partners, LLP are collectively referred to herein as the “**Petitioner**” and the Shopping Center Parcels and the Bank Parcel are collectively, referred to herein as the “**Subject Property**”); and

**WHEREAS**, the Subject Property is located in the C-5 Central Business District of the City (“**C-5 District**”); and

**WHEREAS**, the Subject Property is improved with a grocery store, two multi-unit shopping center buildings, a bank, and a multiple surface parking areas (“**Development**”); and

**WHEREAS**, the Petitioner desires to resubdivide a portion of the existing Metropolitan Square Planned Unit Development (“**PUD**”) and amend the existing Plat of PUD on the Subject Property to accurately reflect the division of ownership and uses 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 a Planned Unit Development is permitted in the C-5 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 (i) a Final Plat of Resubdivision to consolidate Lot A in Metropolitan Square Phase 1 with a portion of Lot E in Metropolitan Square Phase 1A, resubdivide Lot A into Lots 1 and 3, and designate a portion of said Lot E as Lot 2; and (ii) amend the existing Planned Unit Development (PUD) for Metropolitan Square to depict the new lot lines in accordance with Sections 12-7-3.F.3 and 12-7-3.K of the Zoning Ordinance (“**Requested Relief**”); 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 May 11, 2021 pursuant to notice published in the *Des Plaines Journal* on April 21, 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 Subdivision Regulations; and

**WHEREAS**, pursuant to Section 12-3-4 of the Zoning Ordinance, the PZB filed a written report with the City Council on May 12, 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 April 30, 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:

PARCEL 1A:

LOT A IN METROPOLITAN SQUARE PHASE I, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 6, 2004 AS DOCUMENT 0421944064;

EXCEPT THAT PART OF SAID LOT A DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY NORTHEAST CORNER OF SAID LOT A; THENCE SOUTHEASTERLY, 3.72 FEET ON THE NORTH LINE OF SAID LOT, BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 77 DEGREES 05 MINUTES 55 SECONDS EAST ON AN ASSUMED BEARING, A DISTANCE OF 3.71 FEET TO THE WESTERLY RIGHT-OF-WAY OF DES PLAINES RIVER ROAD, AS DEDICATED PER SAID METROPOLITAN SQUARE PHASE I SUBDIVISION; THENCE SOUTH 12 DEGREES 13 MINUTES 59 SECONDS EAST, ON SAID WESTERLY RIGHT-OF-WAY LINE, 10.00 FEET; THENCE NORTH 40 DEGREES 04 MINUTES 00 SECONDS WEST, 14.31 FEET TO THE SAID NORTH LINE OF LOT A; THENCE SOUTH 84 DEGREES 11 MINUTES 43 SECONDS EAST, ON SAID NORTH LINE, 3.50 FEET TO THE POINT OF BEGINNING;

AND ALSO EXCEPT THAT PART OF SAID LOT A DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERNMOST NORTHWEST CORNER OF SAID LOT A: THENCE NORTH 89 DEGREES 46 MINUTES 09 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT A, 98.09 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 46 MINUTES 09 SECONDS EAST, ALONG SAID NORTH LINE, 101.90 FEET; THENCE SOUTH 108 DEGREES 48 MINUTES 28 SECONDS EAST; 12.00 FEET; THENCE SOUTH 11 DEGREES 25 MINUTES 55 SECONDS WEST 129.33 FEET; THENCE NORTH 65 DEGREES 18 MINUTES 23 SECONDS WEST, 108.00 FEET; THENCE NORTH 16 DEGREES 44 MINUTES 40 SECONDS WEST, 10.80 FEET; THENCE NORTH 11 DEGREES 07 MINUTES 21 SECONDS EAST, 5.00 FEET; THENCE NORTH 21 DEGREES 53 MINUTES 31 SECONDS EAST, 9.40 FEET; THENCE NORTH 65 DEGREES 09 MINUTES 48 SECONDS WEST, 13.70 FEET; THENCE NORTH 24 DEGREES 31 MINUTES 57 SECONDS EAST, 60.72 FEET; THENCE NORTH 35 DEGREES 52 MINUTES 18 SECONDS EAST, 10.04 FEET TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

PARCEL 1B:

THAT PART OF LOT A IN METROPOLITAN SQUARE PHASE I, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 6, 2004 AS DOCUMENT 0421944064, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERNMOST NORTHWEST CORNER OF SAID LOT A; THENCE NORTH 89 DEGREES 46 MINUTES 09 SECONDS EAST,



ALONG THE NORTH LINE OF SAID LOT A, 98.09 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 46 MINUTES 09 SECONDS EAST, ALONG SAID NORTH LINE, 101.90 FEET; THENCE SOUTH 08 DEGREES 48 MINUTES 28 SECONDS EAST; 12.00 FEET; THENCE SOUTH 11 DEGREES 25 MINUTES 55 SECONDS WEST 129.33 FEET; THENCE NORTH 65 DEGREES 18 MINUTES 23 SECONDS WEST, 108.00 FEET; THENCE NORTH 16 DEGREES 44 MINUTES 40 SECONDS WEST, 10.80 FEET; THENCE NORTH 11 DEGREES 07 MINUTES 21 SECONDS EAST, 5.00 FEET; THENCE NORTH 21 DEGREES 53 MINUTES 31 SECONDS EAST, 9.40 FEET; THENCE NORTH 65 DEGREES 09 MINUTES 48 SECONDS WEST, 13.70 FEET; THENCE NORTH 24 DEGREES 31 MINUTES 57 SECONDS EAST, 60.72 FEET; THENCE NORTH 35 DEGREES 52 MINUTES 18 SECONDS EAST, 10.04 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT B IN METROPOLITAN SQUARE PHASE 1A, A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 17 AND PART OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 24, 2006 AS DOCUMENT 0605516016, IN COOK COUNTY, ILLINOIS.

PARCEL 3: (INCLUDES PARCELS 3A AND 3B)

PARCEL 3A:

THAT PART OF LOT C IN METROPOLITAN SQUARE PHASE 1, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 6, 2004 AS DOCUMENT 0421944064, WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +639.49 FEET 1988 NORTH AMERICAN VERTICAL DATUM (ALL ELEVATIONS HEREINAFTER DESCRIBED ARE 1988 NORTH AMERICAN VERTICAL DATUM) AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +653.80 FEET AND IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT C; THENCE SOUTH 65 DEGREES 26 MINUTES 13 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT C, A DISTANCE OF 162.93 FEET (THE NORTHEASTERLY LINE OF SAID LOT C ALSO BEING THE SOUTHWESTERLY LINE OF MARKET PLACE); THENCE SOUTH 24 DEGREES 33 MINUTES 47 SECONDS WEST, 65.93 FEET; THENCE NORTH 65 DEGREES 26 MINUTES 13 SECONDS WEST, 62.63 FEET; THENCE

NORTH 24 DEGREES 33 MINUTES 47 SECONDS EAST, 0.81 FEET; THENCE NORTH 65 DEGREES 26 MINUTES 13 SECONDS WEST, 15.98 FEET; THENCE NORTH 24 DEGREES 33 MINUTES 47 SECONDS EAST, 27.19 FEET; THENCE NORTH 65 DEGREES 25 MINUTES 13 SECONDS WEST, 20.08 FEET; THENCE SOUTH 24 DEGREES 33 MINUTES 47 SECONDS WEST, 8.81 FEET; THENCE SOUTH 65 DEGREES 26 MINUTES 13 SECONDS EAST, 14.35 FEET; THENCE SOUTH 24 DEGREES 33 MINUTES 47 SECONDS WEST, 18.38 FEET; THENCE NORTH 65 DEGREES 26 MINUTES 13 SECONDS WEST, 5.05 FEET; THENCE SOUTH 24 DEGREES 33 MINUTES 47 SECONDS WEST, 5.73 FEET; THENCE SOUTH 65 DEGREES 26 MINUTES 13 SECONDS EAST, 4.81 FEET; THENCE SOUTH 24 DEGREES 33 MINUTES 47 SECONDS WEST, 4.82 FEET; THENCE SOUTH 65 DEGREES 26 MINUTES 13 SECONDS EAST, 5.92 FEET; THENCE SOUTH 24 DEGREES 33 MINUTES 47 SECONDS WEST, 19.43 FEET; THENCE NORTH 65 DEGREES 26 MINUTES 13 SECONDS WEST, 43.71 FEET; THENCE SOUTH 24 DEGREES 33 MINUTES 47 SECONDS WEST, 13.62 FEET; THENCE NORTH 65 DEGREES 26 MINUTES 13 SECONDS WEST, \*\*\*40.56 FEET TO THE NORTHWESTERLY LINE OF SAID LOT C; THENCE NORTH 24 DEGREES 33 MINUTES 47 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT C, A DISTANCE OF 108.72 FEET (THE NORTHWESTERLY LINE OF SAID LOT C ALSO BEING THE SOUTHEASTERLY LINE OF METROPOLITAN WAY) TO THE PLACE OF BEGINNING,

TOGETHER WITH THAT PART OF SAID LOT C WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN Elevation OF +637.50 FEET AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +649.82 FEET AND IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT C; THENCE SOUTH 65 DEGREES 26 MINUTES 13 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT C, A DISTANCE OF 162.93 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 55 DEGREES 25 MINUTES 13 SECOND EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT C, A DISTANCE OF 112.0 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT C; THENCE SOUTH 24 DEGREES 38 MINUTES 20 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT C, A DISTANCE OF 88.02 FEET (THE SOUTHEASTERLY LINE OF SAID LOT C ALSO BEING THE NORTHWESTERLY LINE OF PEARSON STREET); THENCE NORTH 65 DEGREES 26 MINUTES 13 SECONDS WEST, 35.98 FEET; THENCE NORTH 24 DEGREES 33 MINUTES 47 SECONDS EAST, 14.36 FEET; THENCE NORTH 55 DEGREES 25 MINUTES 13 SECONDS WEST, 14.62 FEET; THENCE NORTH 24 DEGREES 33 MINUTES 47 SECONDS EAST, 19.03 FEET; THENCE NORTH 65 DEGREES 26 MINUTES 13 SECONDS WEST, 12.64 FEET; THENCE NORTH 24 DEGREES 33 MINUTES 47 SECONDS EAST, 5.94

FEET; THENCE NORTH 55 DEGREES 25 MINUTES 13 SECONDS WEST, 31.72 FEET; THENCE SOUTH 24 DEGREES 33 MINUTES 47 SECONDS WEST, 17.24 FEET; THENCE NORTH 65 DEGREES 26 MINUTES 13 SECONDS WEST, 16.92 FEET; THENCE NORTH 24 DEGREES 33 MINUTES 47 SECONDS EAST, 65.93 FEET TO THE PLACE OF BEGINNING,

TOGETHER WITH THAT PART OF SAID LOT C WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +639.49 FEET AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +653.80 FEET AND IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT C; THENCE SOUTH 24 DEGREES 33 MINUTES 47 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF SAID LOT C, A DISTANCE OF 116.81 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 65 DEGREES 26 MINUTES 13 SECONDS EAST, 48.12 FEET; THENCE SOUTH 24 DEGREES 33 MINUTES 47 SECONDS WEST, 13.93 FEET; THENCE SOUTH 65 DEGREES 26 MINUTES 13 SECONDS EAST, 30.77 FEET; THENCE SOUTH 24 DEGREES 33 MINUTES 47 SECONDS WEST, 4.83 FEET; THENCE SOUTH 65 DEGREES 26 MINUTES 13 SECONDS EAST, 5.38 FEET; THENCE SOUTH 24 DEGREES 33 MINUTES 47 SECONDS WEST, 34.07 FEET; THENCE NORTH 65 DEGREES 26 MINUTES 13 SECONDS WEST, 5.38 FEET; THENCE SOUTH 24 DEGREES 33 MINUTES 47 SECONDS WEST, 9.11 FEET; THENCE NORTH 85 DEGREES 26 MINUTES 13 SECONDS WEST, 14.82 FEET; THENCE SOUTH 24 DEGREES 33 MINUTES 47 SECONDS WEST, 8.81 FEET; THENCE SOUTH 65 DEGREES 28 MINUTES 13 SECONDS EAST, 20.0\* FEET; THENCE SOUTH 24 DEGREES 33 MINUTES 47 SECONDS WEST, 30.77 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT C; THENCE NORTH 65 DEGREES 26 MINUTES 13 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT C, A DISTANCE OF 84.29 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT C; THENCE NORTH 24 DEGREES 33 MINUTES 47 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT C, A DISTANCE OF 101.52 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3B:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 3A AS CREATED BY AND CONTAINED IN THE METROPOLITAN SQUARE BUILDING C DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS DATED FEBRUARY 27, 2006 AND RECORDED MARCH 1, 2006 AS DOCUMENT 0606034D04, INCLUDING EASEMENTS FOR STRUCTURAL MEMBERS, FOUNDATIONS, AND OTHER SUPPORTING COMPONENTS IN THE BUILDING, UTILITIES AND FACILITIES, ENCROACHMENTS, INGRESS AND EGRESS, AND USE OF

COMMON WALLS, FLOORS AND CEILINGS, IN, UNDER, OVER, UPON, THROUGH AND ABOUT THE ADJOINING CONDOMINIUM PROPERTY WITHIN AFORESAID LOT C, ALL AS MORE PARTICULARLY DEFINED IN SAID DECLARATION.

PARCEL 4:

LOTS 2 AND 3 IN METROPOLITAN SQUARE VERTICAL RESUBDIVISION OF LOT D, A RESUBDIVISION OF LOT D IN METROPOLITAN SQUARE PHASE I, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED FEBRUARY 24, 2006 AS DOCUMENT 060551 6011, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 5:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1A, AS CREATED BY AND AS MORE PARTICULARLY DEFINED AND DESCRIBED IN EASEMENT AND OPERATING AGREEMENT FOR METROPOLITAN SQUARE DATED JUNE 30, 2005 AND RECORDED FEBRUARY 24, 2006 AS DOCUMENT 0605516013, INCLUDING EXCLUSIVE EASEMENT FOR PARKING OF NON-COMMERCIAL VEHICLES IN THE OFFICE SPACES AND NON-EXCLUSIVE EASEMENT FOR PARKING OF NON-COMMERCIAL VEHICLES IN THE REMAINDER OF PARKING SPACES LOCATED IN THE GARAGE IMPROVEMENTS, WITH RIGHTS OF INGRESS AND EGRESS OVER PORTIONS OF THE GARAGE IMPROVEMENTS AND GARAGE PARCEL, BEING LOT 1 IN METROPOLITAN SQUARE VERTICAL RESUBDIVISION OF LOT D, AFORESAID.

PARCEL 6:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 4 AS CREATED BY AND CONTAINED IN THE EASEMENT AND OPERATING AGREEMENT FOR METROPOLITAN SQUARE DATED JUNE 30, 2005 AND RECORDED FEBRUARY 24, 2006 AS DOCUMENT 0605516013 INCLUDING EASEMENTS FOR STRUCTURAL MEMBERS, FOUNDATIONS, AND OTHER SUPPORTING COMPONENTS, UTILITIES AND FACILITIES, ENCROACHMENTS, INGRESS AND EGRESS, AND USE OF COMMON WALLS, FLOORS AND CEILINGS, WITHIN THE GARAGE PARCEL, BEING LOT 1 IN METROPOLITAN SQUARE VERTICAL RESUBDIVISION OF LOT D, AFORESAID, ALL AS MORE PARTICULARLY DEFINED IN SAID AGREEMENT.

PARCEL 7:

THAT PART OF LOT E IN METROPOLITAN SQUARE PHASE 1A, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 17 AND PART OF THE SOUTHWEST 1/4 OF SECTION 16. BOTH IN TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 24, 2006 AS DOCUMENT 0605516016, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT E; THENCE SOUTH 18 DEGREES 16 MINUTES 00 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT E, 55.00 FEET; THENCE SOUTH, 71 DEGREES 38 MINUTES 38 SECONDS WEST, 32.00 FEET; THENCE NORTH 18 DEGREES 16 MINUTES 00 SECONDS WEST, 55.00 FEET TO THE NORTHERLY LINE OF SAID LOT E; THENCE NORTH 71 DEGREES 38 MINUTES 38 SECONDS EAST ALONG SAID NORTHERLY LINE, 32.00 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

PARCEL 8:

INTENTIONALLY OMITTED.

PARCEL 9:

THE SOUTHEASTERLY 7.00 FEET OF THE NORTHEASTERLY 25.25 FEET OF LOT E IN METROPOLITAN SQUARE PHASE 1A, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 17 AND PART OF THE SOUTHWEST 1/4 OF SECTION 16, BOTH IN TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 24, 2006 AS DOCUMENT 0605516016, IN COOK COUNTY, ILLINOIS.

PARCEL 10:

NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND ACCESS APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1A, 2, 3A, 4, 7 AND 9 OVER, UPON AND ACROSS THE OFFICE PARCEL LOCATED WITHIN LOT E IN METROPOLITAN SQUARE PHASE 1A, AFORESAID, AS CONTAINED IN AND CREATED BY THE DECLARATION OF RESTRICTIONS AND RECIPROCAL EASEMENT FOR INGRESS, EGRESS, ACCESS AND PARKING DATED APRIL 9, 2007 AND RECORDED APRIL 12, 2007 AS DOCUMENT 0710233146.

\*TYPOGRAPHICAL ERROR CORRECTED BY SURVEYOR

PINs: 09-17-411-015-0000; 09-17-411-016-0000; 09-17-414-021-0000,  
09-17-414-025-0000, 09-17-414-026-0000

Commonly known as: 510 & 518 Metropolitan Way, 1440-1472 Market Street, and 1506-1524 Market Street, Des Plaines, Illinois.

**SECTION 3. APPROVAL OF FINAL PLAT.** The City Council hereby approves the Final Plat for the Subject Property, entitled “Final Plat of Subdivision for the Resubdivision of Lot A in Metropolitan Square Phase I and Lot E in Metropolitan Square Phase IA,” prepared by Compass Surveying, Ltd, consisting of two sheets, a copy of which is attached hereto and made a part hereof as ***Exhibit A (“Final Plat”)***, and authorizes the Mayor to sign, and the City Clerk to attest and seal, with the corporate seal of the City of Des Plaines, the original Final Plat.

**SECTION 4. 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 an Amended Conditional Use Permit to the existing Planned Unit Development on the Subject Property by adopting and incorporating that certain Amended Planned Unit Development Plat, prepared by Compass Surveying, Ltd. consisting of one sheet with a latest revision date of August 8, 2019 (“***Revised Plat of PUD***”) into the Planned Unit Development. A copy of the Revised Plat of PUD is attached hereto and made a part hereof as ***Exhibit B.*** The Conditional Use Permit amended 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 5. CONDITIONS.** The Final Plat and amended Conditional Use Permit approved by this Ordinance shall be, and is hereby, expressly subject to and contingent upon development, use, operation, and maintenance of the Subject Property by the Petitioner remaining in compliance 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.

**SECTION 6. RECORDATION; BINDING EFFECT.** A copy of this Ordinance and the Final Plat 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 7. 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 Permits 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 4.7 of the Zoning Ordinance. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the C-5 District. Further, in the event of such revocation of one or both of

the Conditional Use Permits, 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 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 C**; 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**

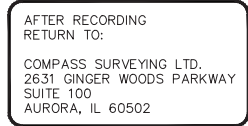
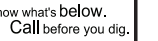
DP-Ordinance Approving a Final Plat of Subdivision and PUD Amendment at 510 & 518 Metropolitan Way, 1440-1472 Market Street, and 1506-1524 Market Street

P.I.N. 09-17-411-015  
P.I.N. 09-17-411-016

GRAPHIC SCALE



( IN FEET )  
1 inch = 30 ft.



T Metro Square IL, LLC  
 1600 Dallas Parkway, Suite 300  
 Dallas TX 75248

**COMPASS**  
**SURVEYING LTD**

SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING

2631 GINGER WOODS PARKWAY, STE. 100  
AUBURN, IL 60502  
PHONE: (630) 820-9100 FAX: (630) 820-7030

SCALE: 1" = 30'

1 OF 2

OBJ. NO.: 17.0287-01

## ABBREVIATIONS

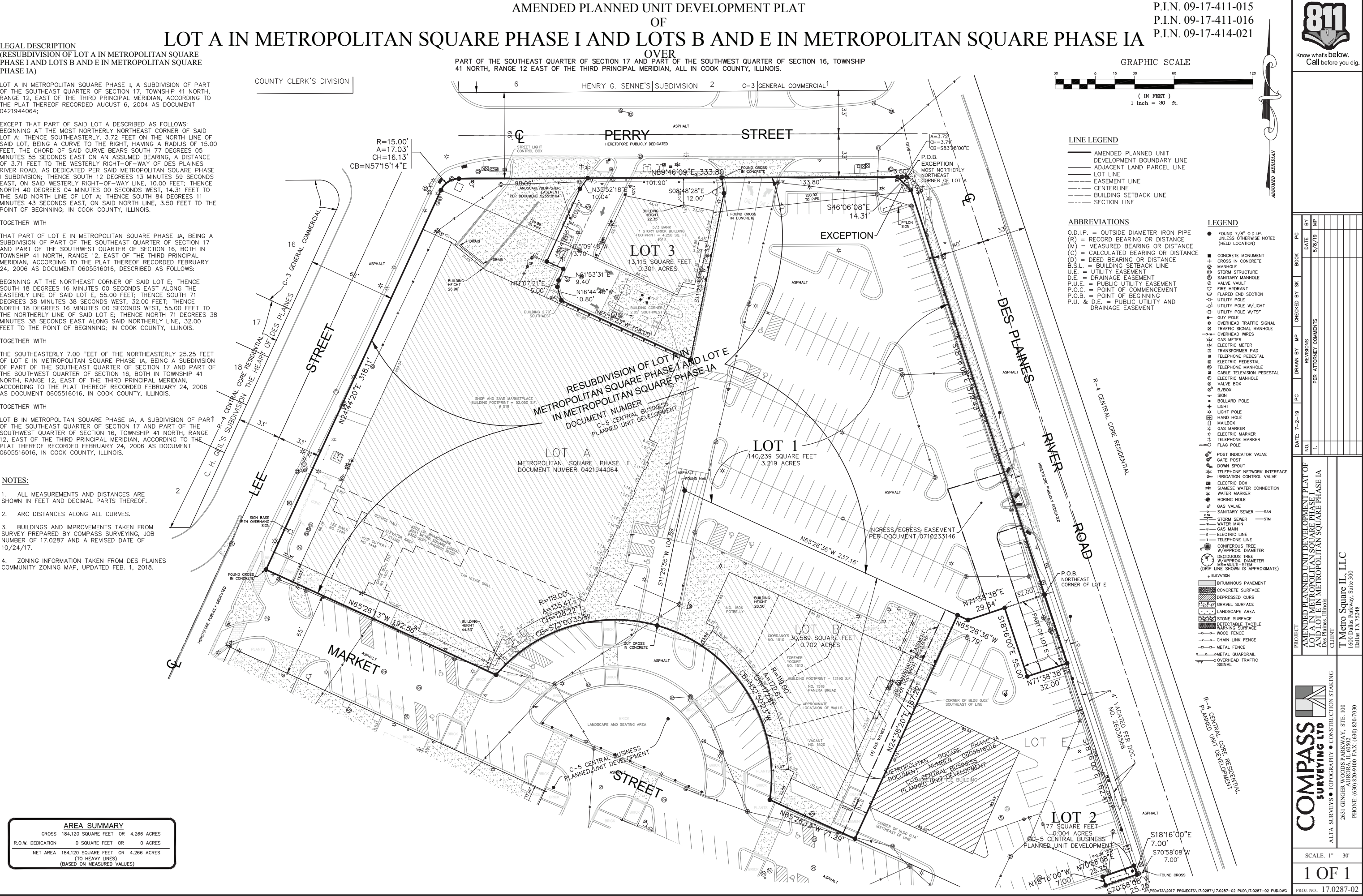
O.D.I.P. = OUTSIDE DIAMETER IRON PIPE  
 (R) = RECORD BEARING OR DISTANCE  
 (M) = MEASURED BEARING OR DISTANCE  
 (C) = CALCULATED BEARING OR DISTANCE  
 (D) = DEED BEARING OR DISTANCE  
 B.S.L. = BUILDING SETBACK LINE  
 U.E. = UTILITY EASEMENT  
 D.E. = DRAINAGE EASEMENT  
 P.U.E. = PUBLIC UTILITY EASEMENT  
 P.O.B. = POINT OF BEGINNING  
 P.O.B. = POINT OF BEGINNING  
 P.U. & D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT

**LEGEND**

- FOUND IRON PIPE  
UNLESS OTHERWISE NOTED
- SET CONCRETE MONUMENT  
UNLESS OTHERWISE NOTED
- + SET CROSS IN CONCRETE  
UNLESS OTHERWISE NOTED







## EXHIBIT C

### UNCONDITIONAL AGREEMENT AND CONSENT

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

**WHEREAS**, T Metro Square IL, LLC and 7711 Mitchell Partners, LLP (collectively, the "**Petitioner**") applied to the City of Des Plaines for approval of (i) a Final Plat of Subdivision to resubdivide a portion of the Metropolitan Square Shopping center ("**Final Plat**") and (ii) an amended conditional use permit to for an existing Planned Unit Development ("**PUD Amendment**") on that those parcels of property commonly known as 510 & 518 Metropolitan Way, 1440-1472 Market Street, and 1506-1524 Market Street, Des Plaines, Illinois (collectively, "**Subject Property**") pursuant to Section 12-3-5.G, 12-7-3.F.3 and 12-7-3.K of the City of Des Plaines Zoning Ordinance of 1998, as amended; and

**WHEREAS**, the Subject Property is owned by T Metro Square IL, LLC and 7711 Mitchell Partners, LLP ("**Owner**"), who consented to the Petitioner's application; and

**WHEREAS**, Ordinance No. Z-38-21 adopted by the City Council of the City of Des Plaines on \_\_\_\_\_, 2021 ("**Ordinance**"), grants approval of the Final Plat and PUD Amendment, subject to certain conditions; and

**WHEREAS**, the Petitioners each desire to evidence to the City their 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 Petitioners do hereby agree and covenant as follows:

1. Petitioners hereby unconditionally agree to accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. Z-38-21, adopted by the City Council on \_\_\_\_\_, 2021.
2. Petitioners 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. Petitioners 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. Petitioners agree 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. Petitioners hereby agree to pay all expenses incurred by the City in defending itself with regard to any and all of the claims mentioned in this Unconditional Agreement and Consent. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the City.

ATTEST:

**T METRO SQUARE IL, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

ATTEST:

**7711 MITCHELL PARTNERS, LLP**

By: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Notary Public



**FIRE DEPARTMENT**

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

## MEMORANDUM

Date: March 24, 2021

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

From: Daniel Anderson, Fire Chief *DA*  
 Tom Bueser, Superintendent of General Services *TB*

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

Subject: Approve Purchase of Alexis Mini-Rescue Apparatus through HGAC Buy

---

**Issue:** The approved 2021 budget includes \$225,000 in funding for a Rescue Squad Apparatus.

**Analysis:** The Alexis Mini-Rescue Apparatus is a new rescue squad vehicle for the Fire Department. This unit would be the final piece of equipment to complete the planned operational modifications in the Fire Department. This unit would be a multi-purpose vehicle utilized for both EMS and Fire type responses. When staffed or cross staffed, this unit would be the primary EMS assist vehicle in a larger geographical area to limit the need for a fire suppression unit (Engine or Truck) to respond.

After review of industry equipment available, the Alexis 12' Response One Apparatus Body mounted on a Ford F-550 chassis was chosen by Fire Department and Public Works Vehicle Maintenance staff to best fit the City's needs. Alexis Fire Equipment, located in Alexis, IL, is the equipment manufacturer and service center. During the equipment review process of competitive companies, including Maintainer Custom Bodies, Fouts Brothers, and Ward Apparatus, it was noted that these manufacturing locations are located in Iowa, Georgia, and New York respectively which could result in reliability issues with service and repair parts availability. The Alexis Mini-Rescue Apparatus unit is available through HGAC Buy, which is a cooperative purchasing entity for government and educational agencies of which the City is a member. Per HGAC Buy Contract #FS12-19, this item can be purchased from Alexis Fire Equipment in the amount of \$223,430.

**Recommendation:** We recommend the purchase of an Alexis Mini-Rescue Apparatus through HGAC Buy Contract #FS12-19 from Alexis Fire Equipment, 109 East Broadway, Alexis, IL, 61412 in the amount of \$223,430. Source funding will be from the Equipment Replacement Fund account (410-70-000-0000.8020).

**Attachments:**

Resolution R-63-21  
 Exhibit A - Contract



**CITY OF DES PLAINES**

**RESOLUTION R - 63 - 21**

**A RESOLUTION APPROVING THE PURCHASE OF A  
RESCUE SQUAD APPARATUS FROM ALEXIS FIRE  
EQUIPMENT.**

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

**WHEREAS**, the City has appropriated funds for use by the Fire Department in the Equipment Replacement Fund for the purchase a Rescue Squad Apparatus; and

**WHEREAS**, after a review of industry equipment available, City Staff determined that the Alexis 12' Response One Apparatus Body ("***Apparatus***") mounted on a Ford F-550 chassis would best fit the City's needs; and

**WHEREAS**, the City is a member of the HGAC's Cooperative Purchasing Program ("***HGACBuy***") that allows local governments to contract under the terms of the Texas Interlocal Cooperation Act to make purchases or provide purchasing services and other administrative functions appropriately established by another government entity, resulting in significant savings for the City; and

**WHEREAS**, HGACBuy sought bids for the award of HGACBuy Contract #FS12-19 for the purchase of the Apparatus; and

**WHEREAS**, HGACBuy identified Alexis Fire Equipment of Alexis, Illinois ("***Vendor***") as the lowest responsible bidder for HGACBuy Contract #FS12-19 for the purchase of the Apparatus in the amount of \$223,430; and

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

**WHEREAS**, City staff recommends that the City enter into a purchase contract with the Vendor to procure the Apparatus in the not to exceed amount of \$223,430 ("***Purchase Contract***"); and

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

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

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

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

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

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

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 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 Purchase of Rescue Squad Apparatus thr HGAC from Alexis Fire Equipment

CITY OF DES PLAINES

CONTRACT FOR PRICING AND DELIVERY  
OF AN ALEXIS 12' RESPONSE ONE MINI-RESCUE APPARATUS

Full Name of Vendor: Alexis Fire Equipment

Principal Office Address: 109 East Broadway, Alexis, IL 61412

Contact Person: Rob Martin Telephone Number : 815-494-2387

TO: City of Des Plaines  
1420 Miner Street  
Des Plaines, Illinois 60016  
Attention: Fire Chief Anderson/Ralph Magak--Vehicle Maintenance Foreman

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

1. Contract to Deliver Products

A. Contract and Products. The Vendor shall deliver to the City, at the Delivery Address, an Alexis 12' Response One Mini-Rescue Apparatus as further described on the proposal and specifications attached to and, by this reference, made a part of this Contract as Exhibit A (the "**Products**") in new, undamaged, and first-quality condition. Vendor further shall:

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

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

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

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

2. Pricing

- A. The Vendor shall take, in full payment for all Products and other matters set forth under Section 1 of this Contract, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, the total Contract Price of:

\$223,430 Dollars and 00 Cents (in figures only)

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

1. All prices stated in the Pricing section are firm and shall not be subject to escalation or change;
2. The City is not subject to state or local sales, use, and excise taxes, and no such taxes are included in the Pricing section, and that all claims or rights to claim any additional

compensation by reason of the payment of any such tax are hereby waived and released;

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Products are included in the Pricing; and
4. If a Quantity of Products to be delivered to the City is specified on Page 1 of this Contract, then that amount is an estimate only. The City reserves the right to increase or decrease such quantity, and the total Contract Price to be paid will be based on the final quantity determined by the City for each Product and the actual number of Products that comply with this Contract that are accepted by the City. The Vendor hereby waives and releases all claims or rights to dispute or complain of any such estimated quantity or to assert that there was any misunderstanding in regard to the number of Products to be delivered.

C. Time of Payment

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

**The chassis payment shall be made within forty-five (45) days of invoicing.**

**The balance of the contract plus any contract alterations shall be payable upon the delivery of the finished unit.**

Upon payment, the Alexis Fire Equipment Company shall furnish the purchaser a "Statement of Origin" or the necessary validated documents required for title application. All payments may be subject to deduction or setoff by reason of any failure of the Vendor to perform under this Contract.

3. Contract Time

The Vendor shall deliver the Products to the City at the Delivery Address not later than 330 calendar days after the approval of properly signed contract ("**Delivery Date**"). Without waiving any other remedies available to the City under this Contract or at law or in equity, if the Vendor delivers the Product to the City after the Delivery Date, then Vendor must pay to the City a \$200 penalty ("**Late Delivery Penalty**") for each day beginning on the day after the Delivery Date and ending on the actual date that the Vendor delivers the Product to the City, provided that the total Late Delivery Penalty will not exceed five-percent of the Contract Price; provided, however, that if Vendor has not delivered the Product to the City within six months of the Delivery Date, the City may, at its sole discretion, terminate this

Contract without penalty by notifying Vendor in writing.

**Force Majeure;** Vendor shall not be responsible or deemed to be in default on account of delays in performance due to any event that is beyond the reasonable control, and without the fault, of the Vendor and includes, but is not limited to, (a) insurrection, riot; civil disturbance, sabotage, act of public enemy, explosion, nuclear incident, war, or naval blockade; (b) epidemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, or other extraordinary weather conditions that are unusually severe and abnormal considering the time of year; (c) delays caused by weather that would prohibit normal and customary activities of the Vendor; (d) governmental condemnation or taking other than by the City; or (e) strikes or labor disputes, other than those caused by the unlawful acts of the party relying on the *Force Majeure*. *Force Majeure* shall not include economic hardship, or impracticability of performance, commercial or economic frustration of purpose, or a failure of performance by the party relying on the *Force Majeure* (except as caused by events that are *Force Majeure* as to the party relying on the *Force Majeure*).

4. Financial Assurance

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

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

5. Firm Contract

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change.

6. Bidder's Representations and Warranties

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

A. The Products. All Products, and all of their components, shall be of merchantable quality and, for a period of not less than one year after delivery to the City: (1) shall be free from any latent or patent defects or flaws in workmanship, materials, and design; (2) shall strictly conform to the requirements of this Contract,

including, without limitation, the performance standards set forth in Subsection 1B of this Contract; and (3) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranties expressed herein shall be in addition to any other warranties applicable to the Products (including any manufacturer's warranty) expressed or implied by law, which are hereby reserved unto the City.

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

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

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

## 7. Acknowledgements

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

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

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

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

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

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

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

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

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


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

DATED this 8th day of April 2021.

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

Vendor's Name: Alexis Fire Equipment

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

Signature of Vendor or Authorized Agent: 

(corporate seal)  
(if corporation)

Printed Name: Tyler Smith

Title/Position: Controller

Vendor's Business Address: 109 East Broadway, Alexis, IL 61412

Vendor's Business Telephone: 309-482-6121

Facsimile: \_\_\_\_\_

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

NAME	TITLE	ADDRESS
Karl J. Morris	President	1843 Knox Road 100E Galesburg, IL 61401

ATTEST:

By: 

Name: Tyler Smith

ALEXIS FIRE EQUIPMENT

By: 

It's: Karl Jeffrey Morris  
Printed Name and Title / President

ATTEST:

By: \_\_\_\_\_  
City Clerk

CITY OF DES PLAINES

By: \_\_\_\_\_  
Michael Bartholomew, City Manager



Des Plaines Fire Department  
Des Plaines, IL

We hereby propose to furnish, after your acceptance, approval, and proper execution of the accompanying contract, the fire apparatus as follows:

One (1) Alexis 12' Response One

As per specifications attached herewith.

TOTAL.....\$ 191,930.00

RADIOS ALLOWANCE.....\$ 4,500.00

PARATECH EQUIP. ALLOWANCE.....\$ 27,000.00

TOTAL APPARATUS.....\$ 223,430.00 \*

\* Does not include any applicable taxes. Any local or state tax, if applicable, must be added to the above price.

Shipment of completed apparatus shall be made within 330 calendar days after our approval of properly signed contract, subject to causes beyond our control. **There shall be a \$200 a day penalty for late delivery of the finished unit.** This proposal is made subject to your acceptance within thirty (30) days from date of same. If acceptance is delayed beyond that period, we will, upon request, advise you of any increase in said amount which may be occasioned by causes beyond our control.

Respectfully submitted,  
ALEXIS FIRE EQUIPMENT COMPANY

By: Robert Martin  
Rob Martin, Factory Direct Sales Rep.

"QUALITY HAS NO SUBSTITUTE"





 Alexis Fire Equipment  
109 East Broadway / Alexis, IL 61412  
 800-322-2284  sales@alexisfire.com  
 AlexisFire.com

### **PAYMENT TERMS**

The chassis payment shall be made within forty five (45) days of invoicing.

The balance of the contract plus any contract alterations shall be payable upon the delivery of the finished unit.

Upon payment, the Alexis Fire Equipment Company shall furnish the purchaser a "Statement of Origin" or the necessary validated documents required for title application.

*Additional payment terms available upon request.*

**This will be a HGAC Purchase.**



 Alexis Fire Equipment  
109 East Broadway / Alexis, IL 61412  
 800-322-2284  sales@alexisfire.com  
 AlexisFire.com

### **ISO 9001:**

Alexis Fire Equipment Company operates a Quality Management System under the requirements of ISO 9001. These standards, sponsored by the "International Organization for Standardization (ISO)," specify the quality systems that shall be established by the manufacturer for design, manufacture, installation and service.



 Alexis Fire Equipment  
109 East Broadway / Alexis, IL 61412  
 800-322-2284  sales@alexisfire.com  
 AlexisFire.com

### **DIGITAL PHOTOGRAPHS:**

Digital photographs of apparatus under construction are taken on a weekly basis and emailed to a department supplied email address. Additionally, these photos are uploaded to our website at [www.alexisfire.com](http://www.alexisfire.com) allowing those department members who may not have access to the emailed photos to track the progress of the unit.



### **SERVICE CENTER:**

The Alexis Priority-One service team is staffed with factory trained mechanics ready to meet your service requirements. Our staff is continually working on maintaining updated EVT and ASE certification.

The Alexis Service Team is available 24 hours a day, 7 days a week for your service emergencies. We use the latest paging system for fast, efficient and reliable service.

Our service facility covers an area of approximately 14,000 square feet.

The Alexis Service Team can assist you in fire apparatus service, ambulance service, aerial device maintenance, generator and rescue tool maintenance and service, and air pack inspections. Our staff can provide our customers with a complete apparatus training program, meeting the latest training requirements.

Alexis is a single source warranty center for the following manufacturers: Spartan Motors, Darley, Hale, and Waterous.

Our service team has over 50 years of cumulative experience in the fire service industry. In addition, they are backed by our fabrication, electrical, and paint and finish departments. This combination of training and hands-on experience offers true reliability and dependability.

Alexis keeps detailed documentation of all repair, maintenance, and inspection performed by our personnel. With time and manpower at such a premium among many fire departments, why not allow the Alexis Service Team to set up and maintain records for your fleet?

The Alexis Service Team is committed to providing prompt and courteous service, quality products and fair pricing.

Business: Alexis Fire Equipment Company  
Contact Person: Barb Lafferty  
Location: 109 East Broadway Alexis, IL 61412  
Phone: 800-322-2284



 Alexis Fire Equipment  
109 East Broadway / Alexis, IL 61412  
 800-322-2284  sales@alexisfire.com  
 AlexisFire.com

### **DELIVERY:**

To insure proper break-in of all drive train components while under warranty, the finished apparatus shall be delivered to the purchaser under its own power.

The apparatus shall be covered by comprehensive and liability insurance during the delivery period. The purchaser shall assume the insurance obligation on acceptance. At that time, the purchaser shall present to the manufacturer's agent a certificate of verification, showing liability, comprehensive, and collision insurance coverage.

A qualified representative shall remain in the department a sufficient length of time to demonstrate the operation, care and maintenance of the equipment to one (1) shift of personnel.



## **GENERAL INFORMATION:**

### **LOCATION**

The Alexis Fire Equipment facilities are located at 109 East Broadway, Alexis, Illinois 61412. We maintain a complete stock of parts and services available around-the-clock. We also propose to maintain parts and service for a minimum period of twenty (20) years on all apparatus which is manufactured.

### **NOTATION**

To further assure the customer of our ability to manufacture quality fire apparatus, we are proud of the fact that Alexis Fire Equipment Company is family-owned and has been in the fire apparatus business since 1947. All apparatus manufactured by Alexis Fire Equipment are designed and built to meet the requirements of the latest edition of NFPA 1901.

### **PERSONNEL CAPACITIES**

To meet the spirit of N.F.P.A. 1500 paragraph 6.3.1, this apparatus has been designed to transport not more than two (2) people.

#### **6.3 Riding in Fire Apparatus**

6.3.1 All persons riding in fire apparatus shall be seated and belted securely to the vehicle by seat belts in approved riding positions and at any time the vehicle is in motion. Standing or riding on tailsteps, sidesteps, running boards or in any other exposed position shall be specifically prohibited.

### **MAXIMUM TOP SPEED:**

To meet the intent of NFPA 1901 4.15.2, the top speed of the vehicle shall not exceed 68 MPH or the manufacturer's maximum fire service speed rating for the tires installed on the apparatus, whichever is lower.

### **INFORMATION TO BE PROVIDED:**

Alexis Fire Equipment Company shall supply, at the time of delivery, the following documents:

A) The manufacturer's record of apparatus construction details, including the following information:

1. Owner's name and address
  2. Apparatus manufacturer, model, and serial number.
  3. Chassis make, model, and serial number.
  4. GAWR of front and rear axles.
  5. Front tire size and total rated capacity in pounds.
  6. Rear tire size and total rated capacity in pounds.
  7. Chassis weight distribution in pounds with water and manufacturer mounted equipment.
  8. Engine make, model, serial number, number of cylinders, bore, stroke, displacement and compression ratio, rated horsepower and related speed, and no-load governed speed.
  9. Type of fuel and fuel tank capacity.
  10. Electrical system voltage and alternator output in amps.
  11. Battery make and model, capacity in CCA.
  12. Transmission make, model, and type.
  13. Pump to drive through the transmission (yes or no)
  14. Engine to pump gear ratio used
  15. Pump make, model, rated capacity in g.p.m., serial number, number of stages, and impeller diameter in inches.
  16. Pump transmission make, model, and serial number.
  17. Priming device type.
  18. Type of pump pressure control system.
  19. Auxiliary pump make, model, rated capacity in g.p.m., serial number, number of stages, and impeller diameter in inches.
  20. Water tank certified capacity in gallons.
  21. Aerial device type, rated vertical height in feet, rated horizontal reach in feet, and rated capacity in pounds.
  22. Paint numbers
  23. Company name and signature of responsible company executive.
- B) If the apparatus has a fire pump, the pump manufacturer's certification of suction capability.
- C) If the apparatus has a fire pump, a copy of the apparatus manufacturer's approval for stationary pumping applications.
- D) If the apparatus has a fire pump, the engine manufacturer's certified brake horsepower curve for the engine furnished, showing the maximum no-load governed speed.
- E) If the apparatus has a fire pump, the pump manufacturer's certification of hydrostatic test.
- F) If the apparatus has a fire pump, the certification of inspection and test for the fire pump.
- G) If the apparatus has an aerial device, the certification of inspection and test for the aerial device.
- H) If the apparatus has an aerial device, all the technical information required for inspections to comply with NFPA.
- I) Weight documents from a certified scale - showing actual loading on the front axle, rear axle(s), and overall vehicle (with the water tank full but without personnel, equipment, and hose) - shall be

supplied with the completed vehicle.

- J) Written load analysis and results of the electrical system performance tests.
- K) If the apparatus is equipped with a water tank, the certification of water tank capacity.
- L) If the apparatus has a fire pump, two (2) copies of the pump operation and maintenance manual.
- M) Two (2) destination effective wiring diagrams.
- N) Copies of electrical and mechanical component manuals for equipment purchased on or with the apparatus.
- O) A sketch of the booster tank indicating all dimensions and baffle locations.
- P) If the apparatus has a pump, one (1) certification of third party test

## **WARRANTY:**

Alexis Fire Equipment Co., Inc. warrants each new piece of Alexis fire and rescue apparatus to be free from defects in material and workmanship under normal use and service. Our obligation under this warranty is limited to repairing or replacing, as the company may elect, any part or parts thereof which shall be returned to us with transportation charges prepaid, and as to which examination shall disclose to the company's satisfaction to have been defective, provided that such part, or parts shall be returned to us not later than one year after delivery of such vehicle. Such defective part or parts will be repaired or replaced free of charge and without charge for installation to the original purchaser. All water tanks will be warranted as stated herein and may have extended warranty as explained elsewhere in the Alexis Fire Equipment Co. Proposal.

This warranty will not apply:

- 24. To normal maintenance services including, but not limited to, electrical lamps, valve seals, normal lubrication and/or proper adjustment of minor items.
- 25. To any vehicle which shall have been repaired or altered outside of our factory, in any way so as, in our judgment, to affect its stability, nor which has been subject to misuse, negligence, or accident, nor to any vehicle made by us which shall have been operated at a speed exceeding the factory rated speed, or loaded beyond the factory rated load capacity.
- 26. To the chassis and associated equipment furnished with chassis, signaling device, generators, batteries or other trade accessories. These are warranted separately by their respective manufacturers.
- 27. To work performed by an outside service without prior authorization obtained from Alexis Fire Equipment.
- 28. To costs incurred from an outside service for non-warranty related items.





This warranty is in lieu of all other warranties, expressed or implied, and all other representations to the original purchaser and all other obligations or liabilities, including liability for incidental or consequential damages on the part of the company. We neither assume nor authorize any person to give or assume any other warranty or liability on the company's behalf unless made or assumed in writing by the company.

### **LENGTH AND/OR HEIGHT LIMITATIONS:**

#### **OVERALL HEIGHT:**

There shall be no overall height restrictions.

#### **OVERALL LENGTH:**

There shall be no overall length restrictions.

### **CHASSIS MODIFICATIONS:**

#### **STATEMENT OF EXCEPTIONS – CHASSIS SYSTEMS:**

The chassis to be utilized for this apparatus shall incorporate the OEM seat belt system and as such is not designed to comply with NFPA 1901-2016 Section 14.1.3 regarding seat belt design, seat belt web length, and the color requirements of the seat belts.

The chassis is supplied with an OEM installed seat belt indicator system; however, it will not specifically comply with requirements of NFPA 1901-2016 Section 14.1.3.9.

In addition, the chassis manufacturer will not allow an apparatus manufacturer to access any of the data from its electrical system to comply with NFPA 1901-2016 Sections 4.11 and 14.1.3.9; Vehicle Data Recorder and Seat Belt Indicator System.

Unauthorized access to the chassis electrical system voids all warranties and transfers all liability away from the chassis manufacturer. Due to this restriction, a Vehicle Data Recorder and a Seat Belt Indicator System will not be supplied or installed by Alexis Fire Equipment Company with this vehicle.

We hereby certify by the following signatures that we have read, understand and accept that upon delivery, the vehicle supplied by Alexis Fire Equipment Company will not specifically comply with NFPA Standard 1901-2009 Sections 4.11, 14.1.3, and 14.1.3.9.



 Alexis Fire Equipment  
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 800-322-2284  sales@alexisfire.com  
 AlexisFire.com

**ALEXIS FIRE EQUIPMENT COMPANY**

**FIRE DEPARTMENT**

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Signature

---

Signature

---

Printed Name

---

Printed Name

---

Title

---

Title

---

Date

---

Date

### **CHASSIS SUPPLIED WHEELS:**

The wheel finish on the apparatus shall be left as specified in the chassis specifications.

### **LABELS:**

A permanent plate in the driving compartment shall specify the quantity and type of the following fluids used in the vehicle:

- Engine Oil
- Engine Coolant
- Chassis Transmission Fluid
- Pump Transmission Lubrication Fluid
- Pump Primer Fluid (if applicable)
- Drive Axle(s) Lubrication Fluid
- Air-Conditioning Refrigerant
- Air-Conditioning Lubrication Oil
- Power Steering Fluid
- Cab Tilt Mechanism Fluid
- Transfer Case Fluid
- Equipment Rack Fluid
- CAFS Air Compressor System Lubricant
- Generator System Lubricant
- Front Tire Cold Pressure
- Rear Tire Cold Pressure
- Maximum Tire Speed Ratings

A final manufacturer's certification of the GVWR or GCWR along with a certification of each GAWR, shall be supplied on a label affixed to the vehicle.

A sign that reads "Occupants Must Be Seated and Belted When Apparatus Is in Motion" shall be provided. The sign shall be visible from each seated position.

A label that states the number of personnel the vehicle is designed to carry shall be located in an area visible to the driver.

A sign stating the overall height of the vehicle in feet and inches, the overall length of the vehicle in feet

and inches, and the GVWR in tons shall be provided and mounted. The sign shall be visible to the driver of the vehicle while seated.

A label stating “Do Not Wear Helmet While Seated” shall be visible from each seating position.

### **FUEL TANK:**

The chassis shall incorporate a rear fuel tank installed by the chassis manufacturer. The fill and vent shall be installed behind the left rear wheel. The fill shall be labeled with the type of fuel intended.

### **TRAILER HITCH REAR- 550 CHASSIS:**

One (1) Reese type trailer hitch shall be incorporated in the rear tail step area of the apparatus. The hitch assembly shall utilize a Reese Class V receiver, (Reese # 45341), with a 2" square receiver opening. The assembly shall include a removable ball mount draw bar with a 4" drop.

Male socket (car end) receiver for trailer electrical shall be provided. The 7 way plastic connector incorporates vinyl inserts to keep out dirt and moisture. Interior design prevents internal short-circuiting, safety latch prevents damage from accidental pull-away. Color-coded to RVI standards. Interchangeable with other well known RV types.

### **HELMET STORAGE:**

To meet the intent of NFPA 14.1.8.4.1, the helmet for each occupant shall be stored in an exterior compartment.

### **REAR SEAT REMOVAL**

The OEM Ford rear bench seat shall be removed from the Ford chassis cab and discarded.

### **EMS COMPARTMENT(S):**

One (1) transverse EMS compartment(s) shall be installed in the chassis cab in the specified location(s). The exterior of each EMS compartment shall be spatter finished to match the cab interior. The interior of each shall remain natural finish aluminum. The compartment shall be designed so that it is accessible from both sides.

The compartment shall incorporate die cut black Hypalon webbing over the opening. The Hypalon shall be retained with shock cord and nylon clips.

### **EMS COMPARTMENT LIGHT:**

One (1) 5" T44 Series LED light shall be installed in each cab EMS compartment. A switch shall be provided on the exterior of the compartment on the left (driver's) side to activate the light. The lighting shall meet the requirements of NFPA 13.10.5

The EMS Compartment shall be located in the rear seating area of the chassis cab.

Vertical Unistrut Tracking shall be provided in each EMS compartment

One (1) full depth adjustable shelf (ves) shall be provided in the EMS compartment(s)

Two (2) FlameFighter walk-away air pack bracket(s).

### **120 VOLT POWER STRIP:**

One (1) 120-Volt power strip, model 681-77000N, shall be installed in the EMS compartment. Each power strip will have eight (8) on/off switch controlled, continuously powered outlets and a fifteen (15) amp circuit breaker. Each power strip shall be powered from the shoreline connection and hard wired to the apparatus for dependability.

### **BODY:**

#### **RESPONSE ONE SS :**

The SS Response 1 body system is a lightweight, corrosion-resistant body designed for emergency service application. The body is manufactured of 304 #4 finish stainless steel to give the product superior strength and dependability. The unit is designed with a 84"" cab to axle to provide excellent maneuverability and flexibility.

### **BODY:**

The SS Response 1 body shall be constructed of 14 gauge 304 #4 finish stainless steel for dependability in the application of rapid intervention.

An independent custom strutural stainless steel sub-frame supports the body. The sub-frame floats independent of the chassis frame.

The sub-frame is designed for emergency service application by using stainless steel structural tubing. It provides each compartment with total support to prevent the body from prematurely cracking under

the extreme conditions common to the emergency service field.

The body is held in position by the U-Bolt method recommended and approved by the chassis manufacturer.

### **FRONT BODY PANELS:**

The front of the Response 1 body is manufactured of 14 gauge 304 #4 finish stainless steel

### **REAR BODY PANELS:**

The rear of the Response 1 body is manufactured 14 gauge 304 #4 finish stainless steel for ease of maintenance.

### **ROOF OF THE APPARATUS:**

The roof area of the apparatus body shall be manufactured of 304 #4 finish stainless steel material. The material shall break over the sides 2".

### **STAINLESS STEEL WHEEL WELLS:**

The rear wheel housing shall be constructed of 304 #4 finish stainless steel material, which shall incorporate a polished stainless steel fenderette. The circular interliner shall be manufactured of 3/16" Tivar 1000 polymer material.

**The wheel well shall be a bolt in wheel well assembly for ease of maintance in the apparatus.**

The polymer material is a chemical and corrosion resistant material, thereby preventing excess wear and corrosion from occurring due to wintertime road chemicals. The polymer material shall be held in place by the use of polymer retainers or bolts for ease of repair and access to the wheel well area.

### **COMPARTMENT AREA:**

The Response 1 compartments are constructed of 304 #4 finish stainless steel for longevity and dependability.

The compartments shall be bolted sweep out design for ease of cleaning. After construction the compartment seams shall be seam sealed with a Seca Flex Gray material to give the compartment a contiguous design throughout the apparatus system



Each compartment top offers support for 500 lb. of weight (Both sides offer a combined total of 1000 lb. of weight carrying capacity). The compartment top area is coated with a Tectyl 185GW material prior to final assembly to act as a barrier and to prevent corrosion.

### **REAR BUMPER:**

A bumper shall be installed at the rear of the apparatus. The bumper shall be designed as to allow access to the rear compartment without interference.

### **AIR BOTTLE COMPARTMENT:**

Two (2) Model 101252-1X air bottle storage compartment(s) shall be located in the apparatus wheel well assemblies. For ease of access, each bottle shall be stored within an individual storage tube manufactured of poly material. The compartment shall incorporate a vertically hinged stainless steel door with a black push button latch. Each compartment shall have the capacity to carry one (1) air bottle.

LOCATION: Right side wheel well

### **COMPARTMENTATION:**

#### **PAINTED ROLL-UP DOORS:**

The side compartments shall have ROM Series IV Roll-up Shutter Doors with a **paint**ed finish. The doors shall be made of an anodized aluminum slat incorporating an exclusive seal that prohibits water intrusion, absorbs shock, eliminates clatter, and provides quiet, vibration-free performance. The lift bar shall be a D-shaped bar for strength and ease of use.

The rear compartment shall have ROM Series IV Roll-up Shutter Door with a **sat**in finish. The door shall be made of an anodized aluminum slat incorporating an exclusive seal that prohibits water intrusion, absorbs shock, eliminates clatter, and provides quiet, vibration-free performance. The lift bar shall be a D-shaped bar for strength and ease of use.

#### **DOOR GUARD:**

There shall be a .125" aluminum treadplate door guard located at the top of the compartment to protect the painted surface of the ROM door from damage while the door is open. The door opening height as stated will be reduced by approximately 2" to accommodate the door guard.

#### **TALL BOTTOM RAIL:**



Each ROM door shall incorporate a tall bottom rail for improved accessibility.

The roll-up door side tracks and top drip rail shall remain **satin** finish.

### **LEFT SIDE:**

#### **L1**

A roll-up door compartment assembly with a door opening of 51" wide x 53" high x transverse deep shall be provided ahead of the rear wheels on the left side.

The compartment shall include the following:

Unistrut Tracking

One (1) up to 45" deep 500 # Roll Out Tray(s)

Each above roll out tray shall be stationary.

LED Krystal-Lite tube lighting to illuminate the entire area. The lights shall run the entire height of the compartment on each side of the door opening.

#### **L2**

A roll-up door compartment assembly with a door opening of 41" wide x 29" high x 21" deep shall be provided over the rear wheels on the left side.

The compartment shall include the following:

Unistrut Tracking

One (1) full depth adjustable shelf (ves)

LED Krystal-Lite tube lighting to illuminate the entire area. The lights shall run the entire height of the compartment on each side of the door opening.

#### **L3**

A roll-up door compartment assembly with a door opening of 28" wide x 53" high x 21" deep shall be





provided behind the rear wheels on the left side.

The compartment shall include the following:

Unistrut Tracking

LED Krystal-Lite tube lighting to illuminate the entire area. The lights shall run the entire height of the compartment on each side of the door opening.

**RIGHT SIDE BODY SHALL BE AS FOLLOWS:**

**R1**

A roll-up door compartment assembly with a door opening of 51" wide x 53" high x transverse deep shall be incorporated on the apparatus right side ahead of the rear wheels.

The compartment shall include the following:

Unistrut Tracking

One (1) up to 45" deep 500 # Roll Out Tray(s)

Each above roll out tray shall be stationary.

LED Krystal-Lite tube lighting to illuminate the entire area. The lights shall run the entire height of the compartment on each side of the door opening.

**R2**

A roll-up door compartment assembly with a door opening of 41" wide x 29" high x 21" deep shall be provided over the rear wheels on the right side.

The compartment shall include the following:

Unistrut Tracking

One (1) full depth adjustable shelf (ves)

LED Krystal-Lite tube lighting to illuminate the entire area. The lights shall run the entire height of the compartment on each side of the door opening.

### **R3**

A roll-up door compartment assembly with a door opening of 28" wide x 53" high x 21" deep shall be incorporated on the apparatus right side behind the rear wheels.

The compartment shall include the following:

Unistrut Tracking

LED Krystal-Lite tube lighting to illuminate the entire area. The lights shall run the entire height of the compartment on each side of the door opening.

### **REAR COMPARTMENT SHALL BE AS FOLLOWS:**

A roll-up door compartment assembly with a door opening of 46" wide x 39" high x 80" deep shall be located at the rear of the apparatus.

One (1) 1000 # Roll Out Tray(s)

LED Krystal-Lite tube lighting to illuminate the entire area. The lights shall run the entire height of the compartment on each side of the door opening.

### **UPPER STORAGE COMPARTMENTS:**

There shall be two (2) storage compartments located on the roof of the apparatus, with one (1) on each side. The compartments shall be recessed into the roof of the unit, with only the lift up door extending above the roofline. Each compartment shall incorporate a lift up shoebox style door with positive hold open device and two (2) quarter turn latches. The compartments shall be watertight and incorporate drain lines to drain any moisture to the underside of the apparatus. The drains shall have tubing extending to the underside of the truck.

Each compartment shall incorporate a compartment light as specified below. The lights shall be switched to automatically illuminate whenever the compartment doors are in the open position. The compartment doors shall be wired to the hazard light in the chassis cab to alert the driver when the doors are in the open position.

LED Krystal-Lite tube lighting to illuminate each upper storage compartment. The lights shall run the entire height of the compartment on one (1) side of the door opening.

### **RUB RAILS:**

Bolt on aluminum rub rails shall be installed, below the compartment doors. Said rub rails will be fabricated of a polished "C" channel aluminum, mounted to the body surface utilizing ¼" plastic spacers. The channel designed rub rail shall incorporate a highly reflective red and fluorescent yellow green reflective stripe to aid in apparatus protection.

The rub rails shall incorporate the LED ground lights and LED lower warning lights. Each light strip shall run the full length of each rub rail.

### **ADJUSTABLE SHELVING:**

The adjustable shelving as previously specified shall be installed in the apparatus compartmentation, utilizing the unistrut tracking. Each shelf shall be manufactured in a "U" break design, with 2" lip on front and rear of shelf. Each shelf shall be manufactured from a .190 material.

### **ROLL OUT TRAY:**

The roll-out tray as previously specified shall be up to 45" deep and manufactured of 3/16" (.1875") smooth aluminum. Each tray shall utilize Accuride Zinc slides and have a capacity of 500 lb. of distributed load. Each tray shall be capable of 100% extension and shall have a lift bar latching system across the full width at the front of the tray to secure the tray in the stowed and extended position. Each roll-out tray shall incorporate a highly reflective red and white stripe on all three (3) exposed sides to aid in apparatus protection.

### **ROLL OUT TRAY:**

The roll out tray(s) in the rear compartment as previously specified shall be manufactured of 3/16" (.1875") smooth aluminum. Each tray shall have a capacity of 1000 lbs. of distributed load. Each assembly is capable of 100% extension and shall have a lock to secure the tray in the stowed and extended position. Each roll out tray shall incorporate a highly reflective red and white stripe on all three (3) exposed sides to aid in apparatus protection.

Each tray shall utilize a Slidemaster IMS locking system.

The slide assembly shall be powder coated for added corrosion resistance.

### **12 VOLT ELECTRICAL:**

### **ELECTRICAL WARRANTY:**



Alexis Fire Equipment Co., Inc. warrants each new piece of Alexis fire and rescue apparatus to be free from defects in material and workmanship under normal use and service. Our obligation under this warranty is limited to repairing or replacing, as the company may elect, any part or parts thereof which shall be returned to us with transportation charges prepaid, and as to which examination shall disclose to the company's satisfaction to have been defective, provided that such part, or parts shall be returned to us within five (5) years or 40,000 miles after delivery of such vehicle. Such defective part or parts will be repaired or replaced free of charge and without charge for installation to the original purchaser.

**Prior to any warranty work being performed on the unit, a Warranty Authorization Number must be obtained from Alexis Fire Equipment.**

Items specifically covered are:

- Electrical harnesses and harness installation
- Printed circuit board
- Switches, circuit breakers and relays

Items excluded are:

- Chassis electrical systems and components installed by chassis manufacturer
- Separately manufactured items installed by Alexis Fire Equipment including, but not limited to; batteries, sirens, battery chargers, inverters, lightbars and similar equipment. (These are covered by warranties supplied by the manufacturer of the components).
- Periodic tightening and cleaning of connection terminals as this is considered routine maintenance
- Normal wear, abuse, accident, negligence or un-approved alteration of original parts.

Should repairs become necessary under the terms of this warranty, the extent of that repair shall be determined solely by Alexis Fire Equipment and shall be performed solely by Alexis Fire Equipment or a repair facility designated by Alexis. The expense of any transportation to or from such repair facility shall be that of the purchaser and is not an item covered by this warranty.

Alexis Fire Equipment reserves the un-restricted right at any time to make changes in design of and/or improvements on its products without thereby imposing any obligation on itself to make corresponding changes or improvements in or on its products theretofore manufactured.

## **12 VOLT ELECTRICAL SYSTEM:**

The electrical system shall be engineered to provide many years of dependable, trouble free service.

The 12-volt apparatus wiring shall be completely independent of the chassis electrical system. The system shall incorporate a state-of-the-art electrical distribution center



### **FLOOR MOUNTED CONSOLE FOR EMERGENCY SWITCHES:**

One (1) 12 volt floor mounted console shall be installed in the apparatus. The console shall be manufactured of 14 gauge 304 #4 finish stainless steel material and shall incorporate a #4 finish smooth stainless steel top. The top of the console shall be hinged for access to the internal electrical components.

### **MAP/BINDER STORAGE:**

There shall be a map/binder storage area incorporated into the console at the rear. The storage area shall incorporate one (1) divider, providing two (2) slots for map/binder storage.

### **RADIO INSTALLATION:**

One (1) customer supplied single head radio shall be installed in the chassis cab. The radio programming shall be completed prior to receipt of radio by Alexis Fire Equipment Company.

### **ANTENNA:**

One (1) Alexis Fire Equipment supplied antenna base, for use with an NMO type antenna, shall be mounted on the cab roof. The antenna base shall be a Motorola base designed for either thick or thin roof material as appropriate for the application and shall include a custom length of RG58 A/U cable with no connector at the radio end of the cable. The cable shall terminate at the center console area.

The radio make and model shall be:\_\_\_\_\_

LOCATION:\_\_\_\_\_

### **ON BOARD BATTERY CHARGER:**

One (1) Progressive Dynamics PD2140 battery charger shall be installed on the vehicle. The unit shall be located in the L1 compartment.

The PD2140 is a 40-amp Electronic Marine Converter/Charger capable of charging up to three separate banks of batteries at the same time. It incorporates a microprocessor that constantly monitors battery voltage, then automatically selects one of four operating modes to ensure safe, rapid recharging cycles. The Storage Mode and the Equalize Mode of operation ensures minimum battery gassing and water loss while preventing battery stratification and sulfation. All Intelli-Power chargers are designed to meet the

stringent requirements of the Marine environment and are UL listed for safety. A digital meter displays current, voltage, operation mode, blown fuse indication, and battery type.

### **KUSSMAUL SUPER AUTO EJECT SHORELINE CONNECTION - 120V:**

One (1) Kussmaul super auto eject Model 091-55-20-120 with a standard yellow weather cover shall be installed on the apparatus. The super auto eject is a completely sealed automatic power line disconnect. One (1) 120-Volt shoreline shall be supplied between the fire station power and the apparatus.

The shoreline connection shall be located in the left rear wheel well area, ahead of the wheels.

### **MASTER SWITCH:**

A 12 Volt Cole-Hersee Rotary switch shall be installed. When in the OFF position, the master switch system shall isolate all electrical power from the apparatus. It shall not interrupt any primary battery/starter wiring originally furnished by the chassis manufacturer.

### **TIRE PRESSURE MONITORING DEVICE:**

One (1) set of Real Wheels LED Air Guard tire pressure indicators shall be shipped loose with the completed apparatus. Features and benefits of the LED Air Guards include

- Safety – Improper tire pressure has a detrimental effect on handling, braking and control.
- Longer Tire Life – According to the D.O.T., 95% of all premature tire wear is caused by underinflation.
- Self-calibrating – LED AirGuard Set & Go memorizes pressure when initially installed and can be easily recalibrated by simply removing and reinstalling.
- Improved Fuel Economy – Proper tire inflation can save an estimated 3% to 5% in fuel costs.

### **OPTICAL WARNING SYSTEM:**

The optical warning system on the fire apparatus shall be capable of two separate signaling modes during emergency operations. One mode shall signal to drivers and pedestrians that the apparatus is responding to an emergency and is calling for the right-of-way. The other mode shall signal that the apparatus is stopped and is blocking the right-of-way.

### **LED LIGHTBAR:**

One (1) Whelen Model F4N2VLED 55" LED lightbar shall be mounted on the cab roof. The lightbar shall be switched from the in cab switch panel. This lightbar fills the requirements of Zone A Upper,



Zone B Upper, and Zone D Upper.

One (1) GTT 795H High priority LED emitter shall be mounted in the center position of the light bar. A switch shall be provided on the center console to control the emitter.

#### **WARNING LIGHTS (FRONT):**

Two (2) Whelen Model 50R02ZRR Red Super Linear LED lights shall be mounted on the front cab face, one (1) on each side. These lights shall be switched from the in cab switch panel. These lights fill the requirements of Zone A Lower.

#### **WARNING LIGHTS (SIDE):**

One (1) Whelen Model 50R02ZRR Red LED lights shall be mounted on the right (officer's) side of the vehicle. These lights are placed inside chrome flanges. These lights shall be switched from the in cab switch panel. These lights fill the requirements of Zone B Lower.

One (1) Whelen Model 50R02ZRR Red LED lights shall be mounted on the left (driver's) side of the vehicle. These lights are placed inside chrome flanges. These lights shall be switched from the in cab switch panel. These lights fill the requirements of Zone D Lower.

The rub rails on each side of the body shall incorporate integral outward facing Red LED strip lights. In addition to the Red LED strip light, the rub rail on each side ahead of the rear wheels shall incorporate one (1) Whelen Model MCRNTRR Red Micron LED light. These lights shall be switched from the in cab switch panel.

#### **WARNING LIGHTS (SIDE):**

Two (2) Whelen Model 90RR5FRR Red Super Linear LED lights shall be mounted on the right (officer's) side of the vehicle, in the upper area. These lights shall be switched from the in cab switch panel.

Two (2) Whelen Model 90RR5FRR Red Super Linear LED lights shall be mounted on the left (driver's) side of the vehicle, in the upper area. These lights shall be switched from the in cab switch panel.

These lights fill the requirements of Zones B & D Upper.

#### **WARNING LIGHTS (REAR UPPER):**

Two (2) Whelen Model 90RR5FRR Red Super Linear LED lights shall be mounted on the rear of the

vehicle, in the upper area. The lights shall be switched from the in cab switch panel. These lights fill the requirements of Zone C Upper.

#### **WARNING LIGHTS (REAR):**

Two (2) Whelen Model 60R02FRR red Super Linear LED lights shall be mounted on the lower rear area of the vehicle. These lights shall be switched from the in cab switch panel. These lights fill the requirements of Zone C Lower.

#### **REAR DRIVING SIGNALS:**

The rear driving signals shall consist of two (2) Code 3 7X9STTRBZ LED lights, one (1) each side of the apparatus at the rear. The 7X9 LED lights shall incorporate red brake/tail, amber turn, and white backup in a single light head. The mounting shall include a chome bezel.

#### **ELECTRONIC SIREN:**

One (1) Whelen Model 295SLSA1 siren shall be installed in the apparatus. The siren shall be mounted in the cab and shall include a noise-canceling microphone.

#### **SIREN SPEAKER:**

One (1) Whelen Model SA315 100 watt siren speaker shall be installed in the apparatus bumper.

#### **BACKUP ALARM:**

One (1) 12 volt electronic backup alarm shall be incorporated on the apparatus. The backup alarm shall be a minimum of 97db and switched with the backup light circuitry.

#### **ICC LIGHTING:**

Tecniq S34 Series LED Clearance lights shall be installed on the apparatus. They shall be hermetically sealed cartridge lights for ease of service and durability.

#### **LED REAR LICENSE PLATE BRACKET:**

There shall be a Cast Products LED license plate bracket provided at the rear of the apparatus.

#### **HAZARD LIGHT:**





A red, LED flashing light located in the driving compartment shall be illuminated automatically whenever the apparatus parking brake is not fully engaged and any passenger or equipment compartment door is open, any ladder or equipment rack is not in the stowed position, a stabilizer system is deployed, a powered light tower is extended, or any other device is opened, extended, or deployed that creates a hazard or is likely to cause damage to the apparatus if the apparatus is moved. The light shall be marked "Do Not Move Apparatus When Light Is On".

#### **LED COURTESY LIGHTS (UNDER CARRIAGE LIGHTING):**

One (1) 5" 12-volt T44 Series LED light shall be located under each cab door and one (1) shall be located below the rear tail step in the center. All ground area lighting shall be controlled by the master switch and shall be switched with the parking brake.

In addition to the 5" lights, clear LED strip lights shall be provided integral to the rub rails on each side. The strip lights shall face downward and be activated with the balance of the undercarriage lighting.

#### **FIRETECH 12-VOLT LED SCENE LIGHT(S):**

Two (2) FireTech FT-MB-2.18-FT-W Double Stack 21" 19,008 lumen LED bar scene light(s) shall be mounted in the specified location(s). The lights shall be switched from the in-cab switching station.

LOCATION: One (1) each side of body

#### **SCENE LIGHTS:**

Two (2) LED scene light(s), Whelen Model 9SC0ENZR with 6500 lumen output, shall be mounted in the specified location(s). Each scene light shall be switched from the cab console.

#### **ADDITIONAL REAR SCENE LIGHT SWITCHING:**

In addition to the in-cab switch for the rear scene lights, the lights shall be wired with the back-up light circuitry to illuminate whenever the apparatus is placed in "Reverse".

LOCATION: Rear of body

#### **12 VOLT LED TELESCOPIC LIGHT**

Two (2) Akron Brass, Extenda-Lite, item ELSS-XLDC-W-PSUP with a Push-Up style telescoping pole equipped with side mounting brackets shall be provided. All mounting brackets and pole fittings shall be heavy duty, cast aluminum and powder painted white to match the light head. Each telescoping pole



shall be equipped with a 220 watt light head with the front bezel painted white. The light head shall contain 8 high power LEDs and a highly polished reflector.

The light head shall operate from 10-36 VDC and maintain stable light output of 19,000 lumens and constant power consumption of 220W (current = power / voltage). The light head shall tilt up and down with two heavy duty handles and shall be mounted on to the top of the pole with a " swivel assembly. An on/off switch with weather-proof boot shall be provided on the swivel assembly. The inside pole shall be sixty inches (60") long and the outside pole shall be eleven and one half inches (11-1/2") in length as standard or lengths can be adjusted by the manufacturer as required to fit a specified mounting location. All inside and outside poles shall be made only from drawn aluminum tubes. Each pole shall be deep etched, wire brushed and clear anodized to ensure a corrosion free appearance and lasting durability. The Push-Up telescoping pole shall rotate 360 degrees left or right. The apparatus manufacturer shall provide wiring for each of the installed lights and it shall be capable of carrying the maximum load required by that light and protected by a properly sized circuit breaker. The Extenda-Lite Pole shall have a 5 year warranty. The SceneStar LED head shall have a 6 year warranty.

LOCATION: Front of body

#### **120 VOLT POWER STRIP:**

One (1) 120-Volt power strip, model 681-77000N, shall be installed on the apparatus. Each power strip will have eight (8) on/off switch controlled, continuously powered outlets and a fifteen (15) amp circuit breaker. Each power strip shall be powered from the shoreline connection and hard wired to the apparatus for dependability.

The power strip(s) shall be located: in the cab with exact location TBD

#### **BRACKETING:**

#### **FOLDING STEP(S):**

Three (3) large folding step(s) shall be furnished on the apparatus. Each step shall be mounted in the specified location.

LOCATION: Rear of body

#### **GRAB HANDLES:**

One (1) 1 1/4" o.d. 24" knurled bright stainless steel grab rail(s) shall be provided as grab handles.

LOCATION: Rear of body



**PIKE POLE TUBE:**

Two (2) pike pole tube(s) shall be installed on the apparatus. The tubes shall be able to hold pike poles no longer than 6'.

LOCATION: Rear Compartment

**FINISH:**

**COMPARTMENT INTERIOR FINISH:**

The interior of the compartments shall be natural finish stainless steel

**APPARATUS COLOR:**

The color of the apparatus shall be as follows:

COLOR: \_\_\_\_\_

**CHASSIS FINISH:**

The chassis shall be ordered black. The lower cab shall be painted red PPG with the paint break at the body line below the windows. The A, B, C posts and hood shall remain black.

**CAB LETTERING:**

Vinyl lettering as described below shall be applied to the chassis cab door, one (1) each side. Each letter shall be 2½" to 3½" high and hand applied.

Vinyl letters/numbers shall be applied to the chassis cab fender area, one (1) each side. Each letter/number shall be 2½" to 3½" high and hand applied.

Vinyl letters/numbers shall be applied to the rear roll-up door.

The lettering vinyl style shall be simulated gold leaf.

The lettering font style shall be Eurostile Bold.



The lettering font highlight type shall be shadow.

#### **LAMINATION WARRANTY:**

The apparatus shall be covered by a three (3) year warranty against defects in material and workmanship with the graphics process

#### **REFLECTIVE STRIPING:**

The finished apparatus shall be striped white with 4" reflective Scotchlite striping.

#### **REFLECTIVE STRIPING IN THE CAB:**

Two-inch red and white striped retro-reflective material shall be placed on the inside of each opening cab door. The material will be at least 96 square inches, meeting current NFPA standards.

#### **DIAMOND GRADE CHEVRON STRIPING:**

The rear of the apparatus shall be striped with Diamond Grade retro-reflective striping. The striping shall be applied in a chevron pattern sloping downward and away from the centerline of the apparatus at a 45° angle. The striping shall be single color alternating between red #3992 and fluorescent yellow-green #3983.

The Chevron striping shall be applied in the following locations: vertical surfaces of the body at the rear, outboard of the rear compartment door.

#### **EQUIPMENT:**

#### **NFPA EQUIPMENT CLARIFICATION:**

Any equipment specified in the "Minor Equipment" section (e.g. hose, nozzles, adapters, AED, traffic cones, traffic safety vests, etc.) of NFPA 1901 for each apparatus classification (see below) which is not specified in this proposal shall be considered to be customer supplied and installed.

Apparatus Type	NFPA Section
Pumper	5.8
Initial Attack	6.7
Mobile Water Supply	7.7



 Alexis Fire Equipment  
109 East Broadway / Alexis, IL 61412  
 800-322-2284  sales@alexisfire.com  
 AlexisFire.com

Aerial	8.8
Quint	9.8
Special Service	10.5
Mobile Foam	11.9

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2021 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 115

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**Client Proposal**

Prepared by:

Ed Miller

Office: 713-678-5007

Email: EMILLER@CHASTANGFORD.COM

Quote ID: DESPL21W5H

Date: 01/19/2021

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Chastang Ford | 6200 N. Loop East, Houston, Texas, 770261936

Office: 713-678-5000 | Fax: 713-678-5001

## 2021 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 115 | Quote ID: DESPL21W5H

## As Configured Vehicle

Code	Description	MSRP
<b>Base Vehicle</b>		
W5H	Base Vehicle Price (W5H)	
<b>Packages</b>		
660A	Order Code 660A <i>Includes:</i> - Engine: 7.3L 2V DEVCT NA PFI V8 Gas - Transmission: TorqShift 10-Speed Automatic Includes neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery. - Wheels: 19.5" x 6" Argent Painted Steel Hub covers/center ornaments not included. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 6 speakers. - SYNC Communications & Entertainment System Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB-C port and steering wheel audio controls.	N/C
<b>Powertrain</b>		
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas	STD
44G	Transmission: TorqShift 10-Speed Automatic <i>Includes neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery.</i>	Included
X8L	Limited Slip w/4.88 Axle Ratio	
68M	GVWR: 19,500 lb Payload Plus Upgrade Package <i>Includes upgraded frame, rear-axle and low deflection/high capacity springs. Increases max RGAWR to 14,706. Note: See Order Guide Supplemental Reference for further details on GVWR</i>	
<b>Wheels &amp; Tires</b>		
TGK	Tires: 225/70R19.5G BSW Traction (TGK) <i>Includes 4 traction tires on the rear and 2 traction tires on the front. Not recommended for over the road applications, could incur irregular front tire wear and/or NVH</i>	
64Z	Wheels: 19.5" x 6" Argent Painted Steel <i>Hub covers/center ornaments not included</i>	Included

## Seats &amp; Seat Trim

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## 2021 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 115 | Quote ID: DESPL21W5H

## As Configured Vehicle (cont'd)

Code	Description	MSRP
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder and driver's side manual lumbar.</i>	Included
<b>Other Options</b>		
PAINT	Monotone Paint Application	STD
203WB	203" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 6 speakers. Includes: - SYNC Communications &amp; Entertainment System Includes enhanced voice recognition. 911 Assist, 4.2" LCD center stack screen. AppLink, 1 smart-charging USB-C port and steering wheel audio controls.</i>	Included
90L	Power Equipment Group <i>Deletes passenger side lock cylinder. Includes upgraded door-trim panel. Includes: - Accessory Delay - Advanced Security Pack Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors. - Manual Telescoping Folding Trailer Tow Mirrors Includes power/heated glass and heated convex spotter mirror. - MyKey Includes owner controls feature. - Power Front &amp; Rear Side Windows Includes 1-touch up/down driver/passenger window - Power Locks - Remote Keyless Entry</i>	
67P	Extra Heavy-Duty Front End Suspension - 7,500 GAWR <i>Includes upgraded front axle and max 7,500 lbs. Front springs/GAWR rating for configuration selected. Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer.</i>	
41H	Engine Block Heater	
62R	Transmission Power Take-Off Provision <i>Includes transmission mounted live drive and stationary mode PTO.</i>	
86M	Dual 78 AH Battery	
18A	Upfitter Interface Module	
67B	397 Amp Alternator	
18B	Platform Running Boards	
<b>Emissions</b>		
425	50-State Emissions System	STD

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Prepared by: Ed Miller

01/19/2021

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2021 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 115 | Quote ID: DESPL21W5H

## As Configured Vehicle (cont'd)

Code	Description	MSRP
<b>Interior Colors</b>		
AS_01	Medium Earth Gray	N/C
<b>Primary Colors</b>		
PQ_01	Race Red	N/C
<b>SUBTOTAL</b>		
Destination Charge		
<b>TOTAL</b>		

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Price Level: 115 | Quote ID: DESPL21W5H

## Pricing Summary - Single Vehicle

MSRP

### Vehicle Pricing

Base Vehicle Price

Options & Colors

Upfitting

Destination Charge

**Subtotal**

### Pre-Tax Adjustments

Code	Description
01 flt	DISCOUNT AND CONCESSION

**Total**

Customer Signature

Acceptance Date

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## 2021 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 115 | Quote ID: DESPL21W5H

### Selected Equip & Specs

#### Dimensions

- Exterior length: 289.2"
- Exterior width: 80.0"
- Wheelbase: 203.0"
- Rear track: 74.0"
- Rear tire outside width: 93.9"
- Front legroom: 43.9"
- Front headroom: 40.8"
- Front hiproom: 62.5"
- Front shoulder room: 66.7"
- Passenger volume: 131.7cu.ft.
- Maximum cargo volume: 52.1cu.ft.
- Cab to axle: 84.0"
- Exterior height: 81.7"
- Front track: 74.8"
- Turning radius: 28.6'
- Min ground clearance: 8.2"
- Rear legroom: 43.6"
- Rear headroom: 40.4"
- Rear hiproom: 64.7"
- Rear shoulder room: 65.9"
- Cargo volume: 52.1cu.ft.

#### Powertrain

- \* 350hp 7.3L OHV 16 valve V-8 engine with DEVCT variable valve control, SMPI
- federal
- Part-time
- Fuel Economy Cty: N/A
- \* Transmission PTO provision
- Recommended fuel : regular unleaded
- TorqShift 10 speed automatic transmission with overdrive
- \* Limited slip differential
- Fuel Economy Highway: N/A

#### Suspension/Handling

- Front Mono-beam non-independent suspension with anti-roll bar, HD shocks
- Firm ride Suspension
- Front and rear 19.5 x 6 argent steel wheels
- Dual rear wheels
- \* Rear DANA 130 rigid axle leaf spring suspension with anti-roll bar, HD shocks
- Hydraulic power-assist re-circulating ball Steering
- \* LT225/70SR19.5 GBSW AT front and rear tires

#### Body Exterior

- 4 doors
- Conventional right rear passenger
- Black door mirrors
- \* Side steps
- Clearcoat paint
- 2 front tow hook(s)
- Conventional left rear passenger
- Driver and passenger , manual folding door mirrors
- Black bumpers
- Trailer harness
- Front and rear 19.5 x 6 wheels

#### Convenience

- Manual air conditioning with air filter
- \* Driver and passenger 1-touch up
- \* Power windows
- \* Driver and passenger 1-touch down

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**2021 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)**

Price Level: 115 | Quote ID: DESPL21W5H

**Selected Equip & Specs (cont'd)**

- \* **Remote power door locks with 2 stage unlock and illuminated entry**
- Manual telescopic steering wheel
- FordPass Connect 4G internet access
- Wireless phone connectivity
- 2 1st row LCD monitors
- Passenger visor mirror
- \* **Driver and passenger door bins**
- Upfitter switches
- Manual tilt steering wheel
- Day-night rearview mirror
- Emergency SOS
- AppLink smart device integration
- Front and rear cupholders
- Full overhead console
- \* **Rear door bins**

**Seats and Trim**

- Seating capacity of 6
- 4-way driver seat adjustment
- 4-way passenger seat adjustment
- 60-40 folding rear split-bench seat
- Front 40-20-40 split-bench seat
- Manual driver lumbar support
- Centre front armrest

**Entertainment Features**

- AM/FM stereo radio
- Steering wheel mounted radio controls
- Streaming audio
- SYNC external memory control
- 4 speakers
- Fixed antenna

**Lighting, Visibility and Instrumentation**

- Halogen aero-composite headlights
- Fully automatic headlights
- Light tinted windows
- Tachometer
- Compass
- Trip computer
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front and rear reading lights
- Oil pressure gauge
- Outside temperature display
- Trip odometer

**Safety and Security**

- 4-wheel ABS brakes
- 4-wheel disc brakes
- Dual front impact airbag supplemental restraint system
- Safety Canopy System curtain 1st and 2nd row overhead airbag supplemental restraint system
- \* **Power remote door locks with 2 stage unlock and panic alarm**
- \* **MyKey restricted driving mode**
- 3 manually adjustable rear head restraints
- Brake assist
- Driveline traction control
- Dual seat mounted side impact airbag supplemental restraint system
- \* **Remote activated perimeter/approach lighting**
- \* **Security system with SecuriLock immobilizer**
- Manually adjustable front head restraints

**Dimensions**

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## 2021 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 115 | Quote ID: DESPL21W5H

## Selected Equip &amp; Specs (cont'd)

*General Weights*

* Curb	7,686 lbs.	* GVWR	19,500 lbs.
* Payload	11,900 lbs.		

*Front Weights*

* Front GAWR	7,500 lbs.	* Front curb weight	4,438 lbs.
* Front axle capacity	7,500 lbs.	* Front spring rating	7,500 lbs.
Front tire/wheel capacity	7,500 lbs.		

*Rear Weights*

* Rear GAWR	14,706 lbs.	* Rear curb weight	3,248 lbs.
* Rear axle capacity	14,706 lbs.	* Rear spring rating	15,000 lbs.
Rear tire/wheel capacity	15,000 lbs.		

*Trailer Type*

Harness	Yes	Trailer sway control	Yes
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*General Trailering*

5th-wheel towing capacity	19300 lbs.	Gooseneck towing capacity	19300 lbs.
Towing capacity	18340 lbs.	GCWR	28000 lbs.

*Fuel Tank type*

Capacity	40 gal.
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*Off Road*

Min ground clearance	8 "
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*Interior cargo*

Cargo volume	52.1 cu.ft.	Maximum cargo volume	52.1 cu.ft.
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*Rear Frame*

Height loaded	29 "	Height unloaded	34 "
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**Powertrain***Engine Type*

Block material	Iron	Cylinders	V-8
Head material	Aluminum	Ignition	Spark
Injection	Sequential MPI	Liters	7.3L
Orientation	Longitudinal	Recommended fuel	Regular unleaded
Valves per cylinder	2	Valvetrain	OHV
Variable valve control	DEVCT		

*Engine Spec*

Bore	4.21"	Compression ratio	10.5:1
------	-------	-------------------	--------

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2021 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 115 | Quote ID: DESPL21W5H

Selected Equip & Specs (cont'd)

Displacement	445 cu.in.	Stroke	3.98"
<b>Engine Power</b>			
SAEJ1349 AUG2004 compliant	Yes	Output	350 HP @ 3,900 RPM
Torque	468 ft.-lb @ 3,900 RPM		
<b>Alternator</b>			
* Type	Dual	* Amps	397
<b>Battery</b>			
Amp hours	78	Cold cranking amps	750
Run down protection	Yes	* Type	Dual
<b>Engine Extras</b>			
* Block heater	Yes		
<b>Transmission</b>			
Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	10
Type	Automatic		
<b>Transmission Gear Ratios</b>			
1st	4.696	2nd	2.985
3rd	2.146	4th	1.769
5th	1.52	6th	1.275
7th	1	8th	0.854
9th	0.689	10th	0.616
Reverse Gear ratios	4.866		
<b>Transmission Extras</b>			
Driver selectable mode	Yes	Sequential shift control	SelectShift
Oil cooler	Regular duty	* PTO provision	Yes
<b>Drive Type</b>			
4wd type	Part-time	Type	Four-wheel
<b>Drive Feature</b>			
* Limited slip differential	Mechanical	Traction control	Driveline
* Power take-off provision	Yes	Locking hub control	Auto
Transfer case shift	Electronic		
<b>Drive Axle</b>			
Ratio	4.88		
<b>Exhaust</b>			
Material	Stainless steel	System type	Single

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## 2021 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 115 | Quote ID: DESPL21W5H

## Selected Equip &amp; Specs (cont'd)

*Emissions*

CARB

Federal

*Fuel Economy*

Fuel type

Gasoline

## Driveability

*Brakes*

ABS

4-wheel

ABS channels

3

Type

4-wheel disc

Vented discs

Front and rear

*Brake Assistance*

Brake assist

Yes

*Suspension Control*

Ride

Firm

*Front Suspension*

Independence

Mono-beam non-independent

Anti-roll bar

Regular

*Front Spring*

Type

Coil

\* Grade

HD

*Front Shocks*

Type

HD

*Rear Suspension*

\* Independence

DANA 130 rigid axle

Type

Leaf

Anti-roll bar

Regular

*Rear Spring*

Type

Leaf

Grade

HD

*Rear Shocks*

Type

HD

*Steering*

Activation

Hydraulic power-assist

Type

Re-circulating ball

*Steering Specs*

# of wheels

2

## Exterior

*Front Wheels*

Diameter

19.5"

Width

6.00"

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## 2021 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 115 | Quote ID: DESPL21W5H

## Selected Equip &amp; Specs (cont'd)

*Rear Wheels*

Diameter	19.5"	Width	6.00"
Dual	Yes		

*Front and Rear Wheels*

Appearance	Argent	Material	Steel
------------	--------	----------	-------

*Front Tires*

Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
* Tread	AT	Type	LT
Width	225mm	LT load rating	G
* RPM	645		

*Rear Tires*

Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
* Tread	AT	Type	LT
Width	225mm	LT load rating	G
* RPM	645		

*Wheels*

Front track	74.8"	Rear track	74.0"
Turning radius	28.6'	Wheelbase	203.0"
Rear tire outside width	93.9"		

*Body Features*

Front splash guards	Yes	Body material	Aluminum
Side impact beams	Yes	* Side steps	Yes
Front tow hook(s)	2		

*Body Doors*

Door count	4	Left rear passenger	Conventional
Right rear passenger	Conventional		

*Exterior Dimensions*

Length	289.2"	Body width	80.0"
Body height	81.7"	Cab to axle	84.0"
Axle to end of frame	47.2"	* Frame section modulus	17.2cu.in.
Frame yield strength (psi)	50000.0	Frame rail width	34.2"
Front bumper to Front axle	38.3"	Cab to end of frame	131.2"
Front bumper to back of cab	158.1"		

**Safety**

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## 2021 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 115 | Quote ID: DESPL21W5H

## Selected Equip &amp; Specs (cont'd)

*Airbags*

Driver front-impact	Yes	Driver side-impact	Seat mounted
Overhead Safety Canopy System curtain 1st and 2nd row		Passenger front-impact	Yes
Passenger side-impact	Seat mounted		

*Seatbelt*

Height adjustable	Front
-------------------	-------

*Security*

* Immobilizer	SecuriLock	* Panic alarm	Yes
* Restricted driving mode	MyKey		

## Seating

*Passenger Capacity*

Capacity	6
----------	---

*Front Seats*

Split	40-20-40	Type	Split-bench
-------	----------	------	-------------

*Driver Seat*

Fore/aft	Manual	Reclining	Manual
Way direction control	4	Lumbar support	Manual

*Passenger seat*

Fore/aft	Manual	Reclining	Manual
Way direction control	4		

*Front Head Restraint*

Control	Manual	Type	Adjustable
---------	--------	------	------------

*Front Armrest*

Centre	Yes
--------	-----

*Rear Seats*

Descriptor	Split-bench	Facing	Front
Folding	60-40	Folding position	Fold-up cushion
Type	Fixed		

*Rear Head Restraints*

Control	Manual	Type	Adjustable
Number	3		

*Front Seat Trim*

Material	Vinyl	Back material	Vinyl
----------	-------	---------------	-------

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2021 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 115 | Quote ID: DESPL21W5H

## Selected Equip & Specs (cont'd)

### Rear Seat Trim Group

Material	Vinyl	Back material	Carpet
<b>Convenience</b>			
<b>AC And Heat Type</b>			
Air conditioning	Manual	Air filter	Yes
Underseat ducts	Yes		
<b>Audio System</b>			
Radio	AM/FM stereo	Radio grade	Regular
Seek-scan	Yes	External memory control	SYNC
<b>Audio Speakers</b>			
Speaker type	Regular	Speakers	4
<b>Audio Controls</b>			
Steering wheel controls	Yes	Voice activation	Yes
Streaming audio	Bluetooth yes		
<b>Audio Antenna</b>			
Type	Fixed		
<b>LCD Monitors</b>			
1st row	2	Primary monitor size (inches)	4.2
<b>Convenience Features</b>			
* Retained accessory power	Yes	12V DC power outlet	3
Emergency SOS	Mobile device	Wireless phone connectivity	Bluetooth
Smart device integration	App link	Upfitter switches	Yes
<b>Door Lock Activation</b>			
* Type	Power with 2 stage unlock	* Remote	Keyfob (all doors)
* Integrated key/remote	Yes		
<b>Door Locks Extra FOB Controls</b>			
Remote engine start	Smart device only		
<b>Instrumentation Type</b>			
Display	Analog		
<b>Instrumentation Gauges</b>			
Tachometer	Yes	Oil pressure	Yes
Engine temperature	Yes	Transmission fluid temp	Yes
Engine hour meter	Yes		
<b>Instrumentation Warnings</b>			

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## 2021 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 115 | Quote ID: DESPL21W5H

## Selected Equip &amp; Specs (cont'd)

Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Door ajar	Yes	Service interval	Yes
Brake fluid	Yes		

*Instrumentation Displays*

Clock	In-radio display	Compass	Yes
Exterior temp	Yes	Systems monitor	Yes

*Instrumentation Feature*

Trip computer	Yes	Trip odometer	Yes
---------------	-----	---------------	-----

*Steering Wheel Type*

Material	Urethane	Tilting	Manual
Telescoping	Manual		

*Front Side Windows*

*Window 1st row activation	Power
----------------------------	-------

*Windows Rear Side*

*2nd row activation	Power
---------------------	-------

*Window Features*

*1-touch down	Driver and passenger	*1-touch up	Driver and passenger
Tinted	Light		

*Front Windshield*

Wiper	Variable intermittent
-------	-----------------------

*Rear Windshield*

Window	Fixed
--------	-------

**Interior***Passenger Visor*

Mirror	Yes
--------	-----

*Rear View Mirror*

Day-night	Yes
-----------	-----

*Headliner*

Coverage	Full	Material	Cloth
----------	------	----------	-------

*Floor Trim*

Coverage	Full	Covering	Vinyl/rubber
----------	------	----------	--------------

*Trim Feature*

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## 2021 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 115 | Quote ID: DESPL21W5H

## Selected Equip &amp; Specs (cont'd)

Gear shifter material	Urethane	Interior accents	Chrome
<b>Lighting</b>			
Dome light type	Fade	Front reading	Yes
* Illuminated entry	Yes	Rear reading	Yes
Variable IP lighting	Yes		
<b>Overhead Console Storage</b>			
Storage	Yes	Type	Full
<b>Storage</b>			
* Driver door bin	Yes	Front Beverage holder(s)	Yes
Glove box	Locking	* Passenger door bin	Yes
Illuminated	Yes	Rear yes	Yes
Instrument panel	Covered bin	Dashboard	Yes
* Rear door bins	Yes		
<b>Legroom</b>			
Front	43.9"	Rear	43.6"
<b>Headroom</b>			
Front	40.8"	Rear	40.4"
<b>Hip Room</b>			
Front	62.5"	Rear	64.7"
<b>Shoulder Room</b>			
Front	66.7"	Rear	65.9"
<b>Interior Volume</b>			
Passenger volume	131.7 cu.ft.		

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**2021 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)**

Price Level: 115 | Quote ID: DESPL21W5H

## Warranty

### Standard Warranty

*Basic*

Distance	36,000 miles	Months	36 months
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*Powertrain*

Distance	60,000 miles	Months	60 months
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*Corrosion Perforation*

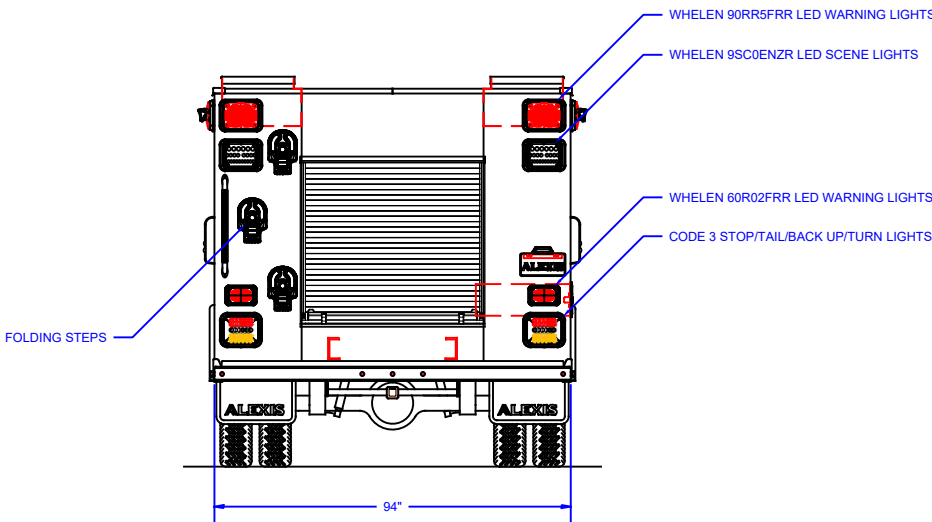
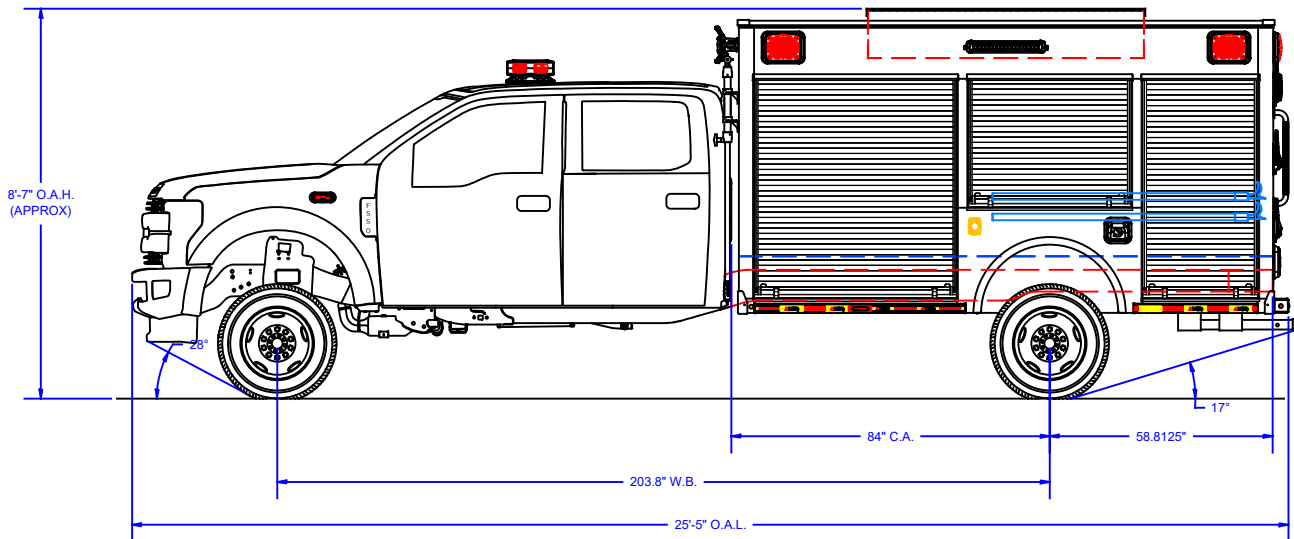
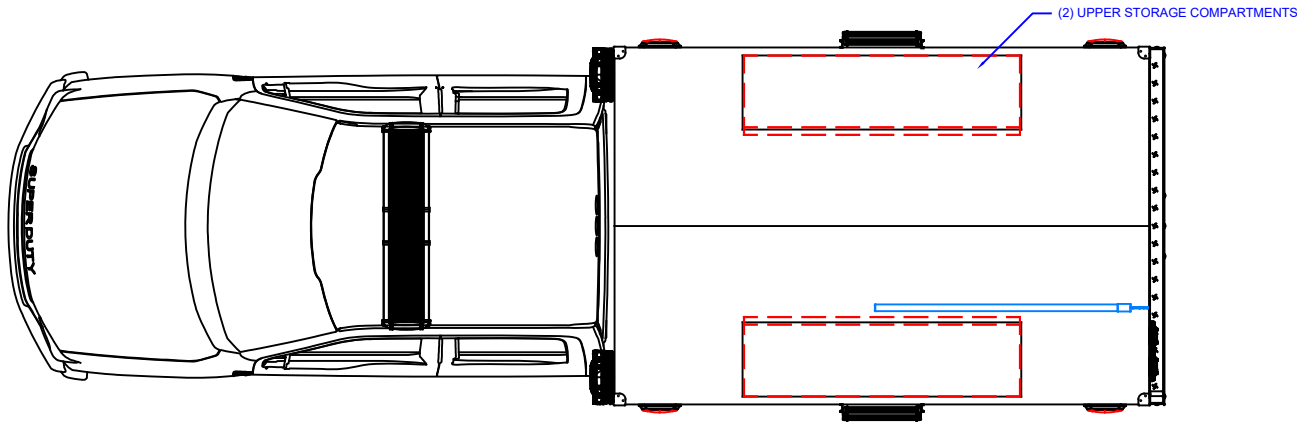
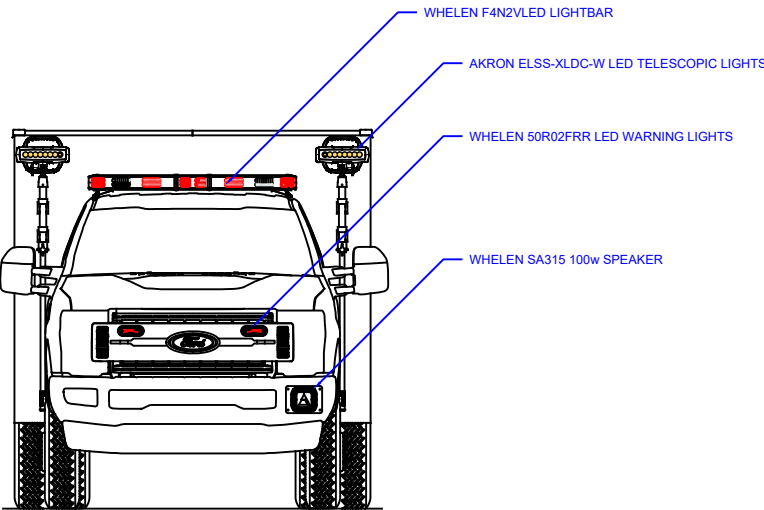
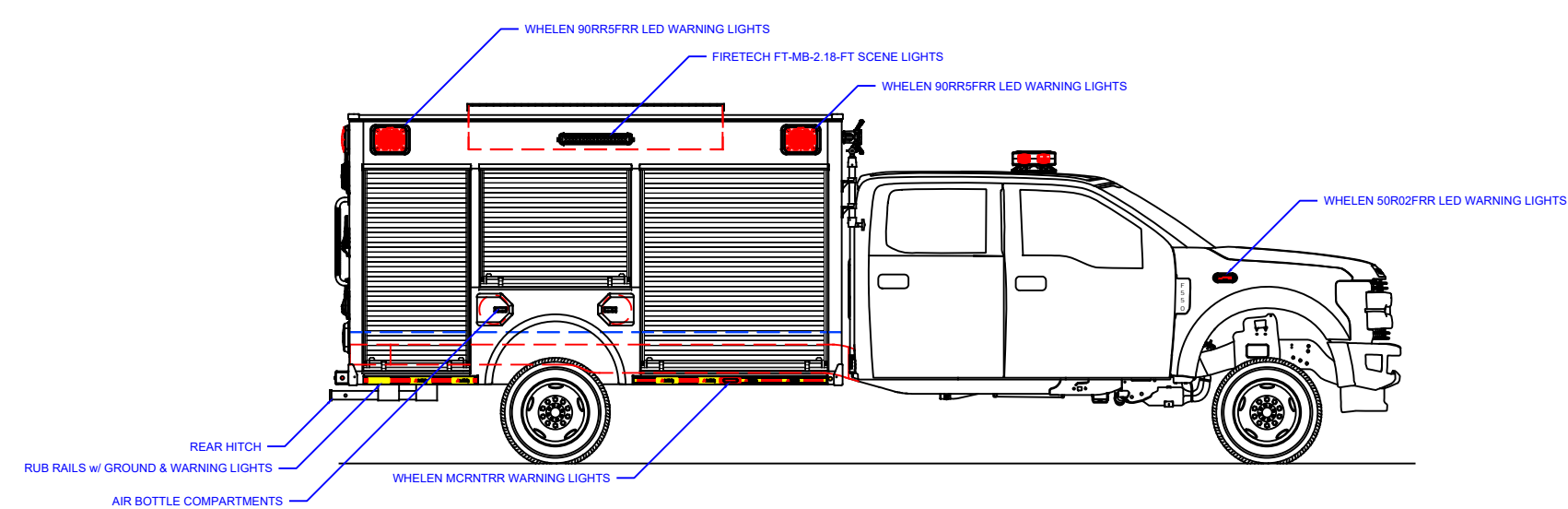
Distance	Unlimited miles	Months	60 months
----------	-----------------	--------	-----------

*Roadside Assistance*

Distance	60,000 miles	Months	60 months
----------	--------------	--------	-----------

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COMPARTMENT DIMENSIONS

COMP #	DOOR OPENING SIZES
L1 & R1	51" WIDE X 53" HIGH X 21"/TRANSVERSE DEEP
L2 & R2	41" WIDE X 29" HIGH X 21" DEEP
L3 & R3	28" WIDE X 53" HIGH X 21" DEEP
REAR	46" WIDE X 39" HIGH X 80" DEEP

UNLESS OTHERWISE SPECIFIED  
DIMENSIONS ARE IN INCHES  
TOLERANCES ARE NOT CUMULATIVE

DECIMAL $\pm 0.062$	ANGULAR $\pm 0.5^\circ$
FRACTIONAL $\pm 1/16$	METRIC $\pm 1.6 \text{ mm}$

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DRAWN  
J. HENNING

01/26/21

MATERIAL

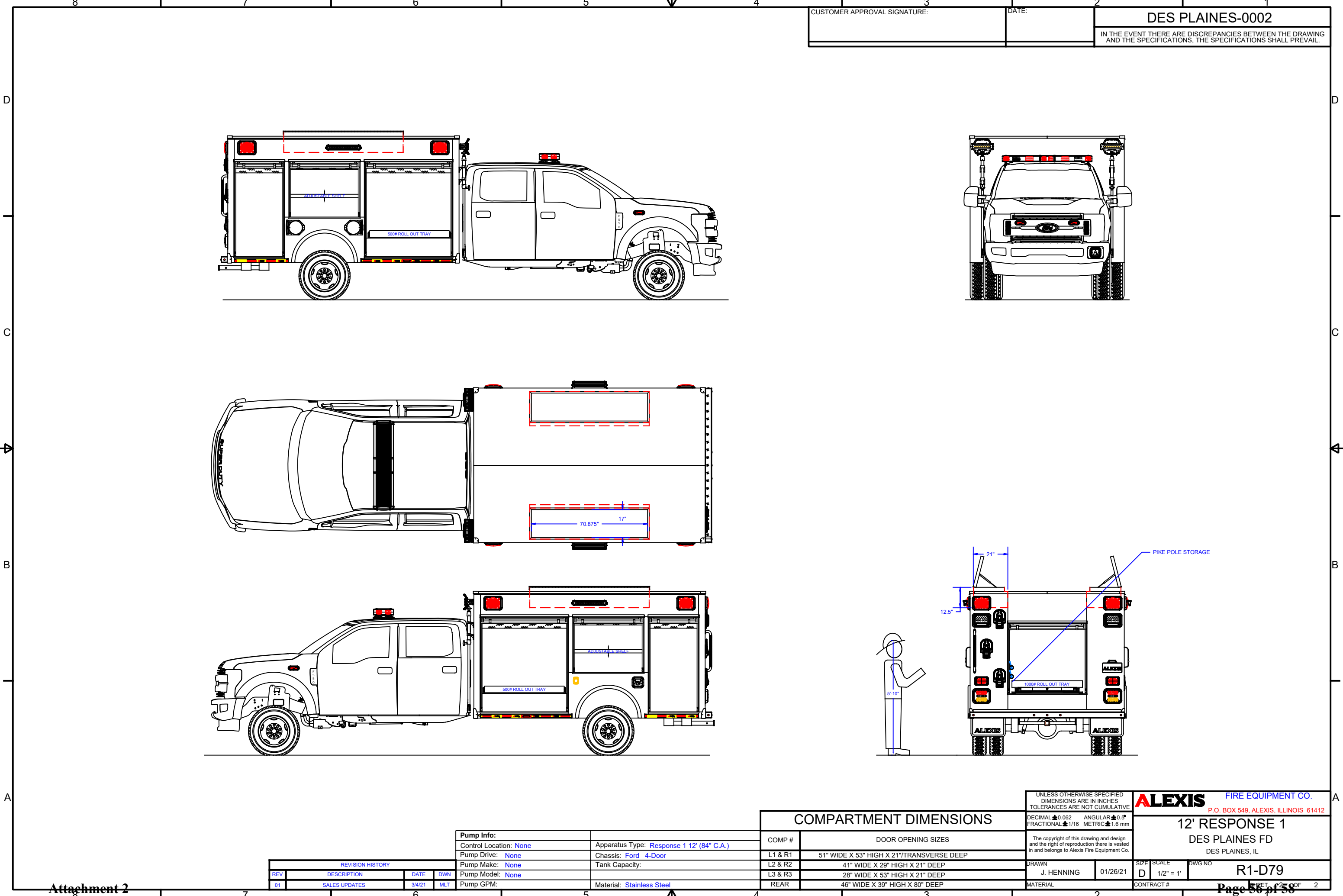
**ALEXIS**  
FIRE EQUIPMENT CO.  
P.O. BOX 549, ALEXIS, ILLINOIS 61412

12' RESPONSE 1  
DES PLAINES FD  
DES PLAINES, IL

SIZE	SCALE	DWG NO
D	1/2" = 1'	R1-D79
CONTRACT #		SHEET 1 OF 2

REVISION HISTORY				
REV	DESCRIPTION	DATE	DWN	
01	SALES UPDATES	3/4/21	MLT	

Pump Info:	Apparatus Type: Response 1 12' (84" C.A.)
Control Location: None	Chassis: Ford 4-Door
Pump Drive: None	Tank Capacity:
Pump Make: None	Pump Model: None
Pump Model: None	Pump Model: None
Pump GPM:	Material: Stainless Steel



CUSTOMER APPROVAL SIGNATURE:

DATE:

DES PLAINES-0002

IN THE EVENT THERE ARE DISCREPANCIES BETWEEN THE DRAWING AND THE SPECIFICATIONS, THE SPECIFICATIONS SHALL PREVAIL.

COMPARTMENT DIMENSIONS	
COMP #	DOOR OPENING SIZES
L1 & R1	51" WIDE X 53" HIGH X 21"/TRANSVERSE DEEP
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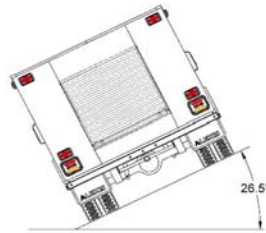
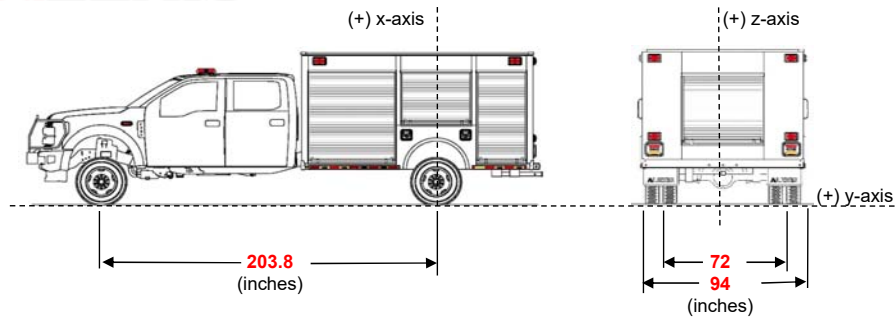
UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES TOLERANCES ARE NOT CUMULATIVE	
DECIMAL $\pm 0.062$	ANGULAR $\pm 0.5^\circ$
FRACTIONAL $\pm 1/16$	METRIC $\pm 1.6$ mm
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DRAWN J. HENNING	01/26/21
MATERIAL	

<b>ALEXIS</b> FIRE EQUIPMENT CO. P.O. BOX 549, ALEXIS, ILLINOIS 61412	
12' RESPONSE 1 DES PLAINES FD DES PLAINES, IL	
SIZE D	SCALE 1/2" = 1'
DWG NO R1-D79	SHEET 2 OF 2
CONTRACT #	

<b>Pump Info:</b>	
Control Location: <b>None</b>	Apparatus Type: <b>Response 1 12' (84" C.A.)</b>
Pump Drive: <b>None</b>	Chassis: <b>Ford 4-Door</b>
Pump Make: <b>None</b>	Tank Capacity:
Pump Model: <b>None</b>	Pump Model:
Pump GPM:	Material: <b>Stainless Steel</b>

REVISION HISTORY			
REV	DESCRIPTION	DATE	DWN
01	SALES UPDATES	3/4/21	MLT

3/4/2021



Contract No:	0
Proposal Name:	Des Plaines
Calculated By:	J. Henning
Revision:	01 MLT
Type of Chassis:	Ford F-550 Crew Cab
Type of Pump:	N/A
Cab to Axle:	84
Tank Capacity:	0

Item	Weight (lbs)	Coordinates Local C.G. (in)			% Rear	Weight (lbs)			% Left	Right	Left
		z	x	y		Front	Rear				
Chassis	7686	0	118	34	42%	4438	3248	50%	3843	3843	
Poly Tank (w/water)	0	0	0	0	0%	0	0	0%	0	0	
Officer & Driver	500	0	142.5	51	30%	350	150	50%	250	250	
Men & Equip.	1000	0	103	51	49%	505	495	50%	500	500	
Body Module	2701	0	11.5	61	94%	152	2548	50%	1350	1350	
Subframe	247	0	11.5	34	94%	14	233	50%	123	123	
Add. Equip. front	1198	0	51	55	75%	300	898	50%	599	599	
Add. Equip. rear	802	0	-39.75	55	120%	-157	959	50%	401	401	
Upper Compartments	200	0	11.5	97	94%	11	189	50%	100	100	
	0	0	0	0	0%	0	0	0%	0	0	
	0	0	0	0	0%	0	0	0%	0	0	
	0	0	0	0	0%	0	0	0%	0	0	
	0	0	0	0	0%	0	0	0%	0	0	
	0	0	0	0	0%	0	0	0%	0	0	
	0	0	0	0	0%	0	0	0%	0	0	
	0	0	0	0	0%	0	0	0%	0	0	
	0	0	0	0	0%	0	0	0%	0	0	
	0	0	0	0	0%	0	0	0%	0	0	
	0	0	0	0	0%	0	0	0%	0	0	
	0	0	0	0	0%	0	0	0%	0	0	
	0	0	0	0	0%	0	0	0%	0	0	
	0	0	0	0	0%	0	0	0%	0	0	
	0	0	0	0	0%	0	0	0%	0	0	
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	0	0	0	0	0%	0	0	0%	0	0	
	0	0	0	0	0%	0	0	0%	0	0	
	0	0	0	0	0%	0	0	0%	0	0	
	0	0	0	0	0%	0	0	0%	0	0	
	0	0	0	0	0%	0	0	0%	0	0	
	0	0	0	0							

Truck Tipping Angle: **39** degrees (Full Water Tank) **OK**  
 Maximum vertical center of gravity "z" = **57.60** **OK**  
 (Maximum "z" is 80% of the rear axle track width)



