



CITY COUNCIL AGENDA

Monday, June 21, 2021

Closed Session – 6:30 p.m.

Regular Session – 7:00 p.m.

Room 102

CALL TO ORDER

CLOSED SESSION

PURCHASE OR SALE OF PROPERTY

PROBABLE OR IMMINENT LITIGATION

REGULAR SESSION

ROLL CALL

PRAYER

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PLAN YEAR 2021 ANNUAL ACTION PLAN

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-107-21:** Approving an Agreement with Pace for the Installation and Maintenance of Pulse Stations Within the City
2. **RESOLUTION R-109-21:** Waiving the Bidding Process and Approving the Purchase of Genesis Rescue Systems Extrication Tools from Equipment Management Company, Channahon, Illinois in an Amount Not-to-Exceed \$82,200. Budgeted Funds – Fire Department/Emergency Services/Equipment (City Share - \$75,000) and Foreign Fire Insurance Tax Board (FFIB) Contribution of \$7,200.
3. **RESOLUTION R-112-21:** Approving and Authorizing the Expenditure of Funds Pursuant to a Proposal from Liz Brown-Reeves Consulting for Intergovernmental and Legislative Advocacy Services
4. **RESOLUTION R-113-21:** Approving the Purchase and Sale Agreement for the Purchase of Property at 1319 East Oakton
5. **SECOND READING – 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 Licenses Classes N and O for Riverboat Owner’s Licenses
6. **SECOND READING – ORDINANCE Z-35-21:** 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 Avenue
7. Minutes/Regular Meeting – June 7, 2021
8. Minutes/Closed Session – June 7, 2021

UNFINISHED BUSINESS

n/a

NEW BUSINESS

1. **FINANCE & ADMINISTRATION** – Alderman Artur Zadrozny, Chair
 - a. Warrant Register in the Amount of \$3,458,990.75 – **RESOLUTION R-110-21**

OTHER MAYOR/ALDERMEN COMMENTS FOR THE GOOD OF THE ORDER

ADJOURNMENT

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



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: June 9, 2021

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

From: Michael McMahon, Director of Community and Economic Development *mm*
Davorka Kirincic, AICP, Associate Planner, CDBG Administrator *[Signature]*

Subject: Public Hearing on the Program Year (PY) 2021 Annual Action Plan

Issue: The Community Development Block Grant (CDBG) grant allocation for the 2021 Program Year (October 1, 2021 - September 30, 2022) is \$318,128. The amount is determined by a formula calculated by the U.S. Department of Housing and Urban Development (HUD). Every year, the City of Des Plaines is required to hold a Public Hearing to publish and solicit comments for its CDBG Annual Action Plan.

Analysis: The Annual Action Plan will serve as the City's budget and formal application for the use of these funds. Like previous years, the City plans to use 100% of the grant allocation to assist low and moderate-income households. The following is the breakdown by program type:

- Public Services: \$47,700
- Housing Rehabilitation: \$206,803
- Public Facility Improvements (backup project) to spend left over funds from PY2020: \$80,000
- Planning and Administration: \$63,625

These ratios are consistent with past program years and are in accordance with HUD's allocation requirements. A copy of the entire draft Annual Action Plan, which includes a detailed breakdown of all projects, is attached for review.

A minimum 30-day public comment period is required by HUD. The City of Des Plaines PY2021 Annual Action Plan public comment period began on Wednesday, June 9, 2021, and will end on Monday, July 12, 2021. Notification of this period was published in the *Des Plaines Journal & Topics Newspaper* on Wednesday, June 2, 2021, and uploaded to the City's website on Wednesday, June 9, 2021. During this time, citizens are invited to submit written comments or recommendations to the City. Following the public hearing, the Annual Action Plan will be placed on the August 2, 2021, agenda for adoption.

Recommendation: I recommend the City Council conduct a public hearing at the June 21, 2021, City Council meeting.

Attachment:

Attachment 1: Legal Notice

Exhibit:

Exhibit A: Draft PY2021 Annual Action Plan

CITY OF DES PLAINES, ILLINOIS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
The Program Year 2021 Annual Action Plan

PUBLIC NOTICE

The City of Des Plaines invites citizens to comment on its draft Community Development Block Grant (CDBG) Annual Action Plan for Program Year (PY) 2021 (October 1, 2021 - September 31, 2022). The City of Des Plaines expects to receive \$318,128 for Program Year 2021 from the U.S. Housing and Urban Development Department (HUD). This amount reflects a nine (9) percent increase from PY2020. The annual CDBG budget is determined by HUD through a statutory dual formula that uses several objective measures of community needs that include: extent of poverty, population, housing overcrowding, age of housing, and population growth lag in respect to other metropolitan areas. The Action Plan will serve as the Des Plaines budget and formal application to the CDBG program.

CITIZEN QUESTIONS AND COMMENTS

Citizens are invited and encouraged to submit comments on the City's draft Program Year (PY) 2021 Annual Action Plan (available June 9, 2021) during the public comment period beginning Wednesday, June 9, 2021, and ending Monday, July 12, 2021. Complete copies of the draft PY2021 Annual Action Plan will be available during the public comment period at desplaines.org/cdbgplansreports or by contacting the CDBG Administrator at dkirincic@desplaines.org or phone at (847) 391-5381. Written comments may be submitted via email at dkirincic@desplaines.org or by mail to:

City of Des Plaines
Community and Economic Development
1420 Miner St., Des Plaines, IL 60016
Attention: CDBG Administrator

Citizens will also have the opportunity to present comments at the public hearing described below. The City will respond to comments within 15 days of receipt. The City will attempt to address all comments and recommendations received in the final plan. A summary of all comments received will be included in the final plan submitted to HUD following adoption at the City Council meeting on Monday, August 2, 2021.

PUBLIC HEARING

A public hearing on the proposed draft PY2021 Annual Action Plan is currently scheduled to take place on:

Monday, June 21, 2021
7:00 p.m.
Des Plaines Civic Center, Room 102
1420 Miner St., Des Plaines, IL 60016

The City of Des Plaines encourages all interested persons, groups, and organizations to make comments at

this hearing. If requested a minimum of five (5) working days prior to the public hearing, the City will attempt to make available foreign language and sign language interpreters for non-English speaking and hearing impaired persons wishing to participate in the public hearing.

2021 ANNUAL ACTION PLAN

City of Des Plaines



PREPARED BY THE CITY OF DES PLAINES
DEPARTMENT OF COMMUNITY AND
ECONOMIC DEVELOPMENT:
DRAFT PUBLISHED FOR PUBLIC
COMMENT PERIOD
(JUNE 9 - JULY 12, 2021)

PLANNED DATE OF ADOPTION:
AUGUST 2, 2021

CITY OF DES PLAINES
DRAFT – PY2021 Annual Action Plan

Exhibit A

2021 ANNUAL ACTION PLAN

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THE PROCESS

AP-05 EXECUTIVE SUMMARY-91.200(C), 91.220(B)

Introduction

City of Des Plaines is classified as an entitlement community with a population of over 50,000, and receives an annual allocation of Community Development Block Grant (CDBG) funding from the Department of Housing and Urban Development (HUD).

The City of Des Plaines expects to receive \$318,128 for Program Year (PY) 2021 from HUD. This amount reflects a zero point nine percent (0.9%) increase from PY2020. The annual CDBG budget is determined by HUD through a statutory dual formula which uses several objective measures of community needs that include: extent of poverty, population, housing overcrowding, age of housing, and population growth lag in respect to other metropolitan areas. The City is also planning to reprogram an estimated amount of \$80,000 from the last program year.

There are three essential documents required by HUD from all recipients of the CDBG Program: the Consolidated Plan, the Annual Action Plan, and the Consolidated Annual Performance and Evaluation Report (CAPER). The Consolidated Plan must be submitted every five years and provides a snapshot of the community's current conditions, establishes long-term objectives, strategies and goals to mitigate the issues identified. The Annual Action Plan allows the community to make annual adjustments to meet both the goals established in the Consolidated Plan or to adapt to newer issues that may arise. At the end of the program year, the CAPER provides the results of the CDBG programs by reporting performance figures referenced in both the Consolidated and Annual Action Plan. The Annual Action Plan and its respective CAPER must be submitted annually.

The Annual Action Plan will serve as the City's budget and formal application for these funds. Also, the City of Des Plaines plans to use 100% of the grant to assist low- and moderate-income households.

Although a member of the Cook County Consortium, the City will continue to receive a direct allocation of CDBG funds from HUD and the strategies developed for the use of our CDBG funding is specific to the City of Des Plaines.

Des Plaines will continue to plan, draft and approve the Annual Action Plan, CAPER and other required HUD reports. However, certain plans and reports, including Annual Action Plans, need to be submitted to Cook County first, which will then submit them to HUD, along with the plans and documents of other municipalities participating in Cook County's HOME Consortium.

The purpose of the Annual Action Plan is to describe the housing and community development goals that the City plans to address during the program year and how it will utilize its CDBG funds.

The City is now in the process of drafting the PY2021 Annual Action Plan which proposes programs and activities that are to be funded by the CDBG annual budget for the time period of October 1, 2021 to

September 30, 2022. Activities during the second year of the Consolidated Plan will continue to address the priorities and goals established by the Strategic Plan.

Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The City of Des Plaines identified six community priorities in the Strategic Plan through a needs assessment and public participation:

- 1) Capital Improvements: Preserve Existing Housing Stock
- 2) Capital Improvements: Improve Public Facilities and Public Infrastructure
- 3) Public Services: Provide Financial Assistance for Housing Programs/Services
- 4) Public Services: Provide Financial Assistance for Non-Housing Programs/Services
- 6) Conduct Planning and Administration Activities

The City of Des Plaines' entitlement grant is limited; thus, not all programs will be funded with CDBG funding. In the Consolidated Plan, the City of Des Plaines included programs that do not receive funding to ensure that the priorities of the community are met through a variety of resources.

The Community Needs are listed by HUD codes and categories. Priorities are assigned as follows:

- High-Currently funded (with CDBG funds)
- Medium-Currently funded (with CDBG funds)
- Low-Reliant upon outside support and resources

Evaluation of past performance

The City of Des Plaines has been a recipient of the CDBG funds since 1974. Since the beginning of the program, the City has obtained several million dollars in CDBG funds to address housing and community development needs for low- and moderate-income residents. The City has effectively worked with HUD over the last 40 years of the program's existence and has consistently complied with all of the federal requirements of the program.

Performance measurements have been developed for each program funded through CDBG. Every program has been assigned objectives, outcomes, and indicators. The three objectives are: suitable living environment, decent housing, and creating economic opportunities. The three outcome categories are: availability/accessibility, affordability, and sustainability. Accomplishments for all programs are reported in HUD's Integrated Disbursement and Information System (IDIS). At the end of each Program Year, a CAPER is submitted to HUD and posted on the City's website, which identifies the accomplishments and level of progress in meeting the priorities and goals identified in the five year Consolidated Plan for that respective year.

Summary of Citizen Participation Process and consultation process

The City of Des Plaines PY2021 CDBG Annual Action Plan public comment period begins on Wednesday, June 9, 2021, and will end on Monday, July 12, 2021. Notification of this period was published in the *Des Plaines Journal & Topics Newspaper* on June 2, 2021, and also uploaded to the City's website on the same date. During this time, citizens are invited to submit written comments or recommendations to the City. The Public Hearing will be held on June 21, 2021 at the City Council meeting to allow the public to present any questions or comments about the Annual Action Plan. Community and Economic Development staff will give a brief review of the CDBG Program and the purpose of the Annual Action Plan. After the public comment period closes on July 12, 2021, staff will include any received inquiries or suggestions in the final Annual Action Plan. Adoption of the final Annual Action Plan is planned for August 2, 2021.

Summary of public comments

After the public comment period closes on July 12, 2021, staff will include any received inquiries or suggestions in the final Annual Action Plan.

Summary of comments or views not accepted and the reasons for not accepting them

N/A

Summary

PR-05 LEAD & RESPONSIBLE AGENCIES-91.200(B)

Agency/entity responsible for preparing/administering the Annual Action Plan

The following are the agencies/entities responsible for preparing the Annual Action Plan and those responsible for the administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	DES PLAINES, IL	Community and Economic Development
CDBG Administrator	DES PLAINES, IL	Community and Economic Development

Table 1 – Responsible Agencies

Narrative

The Community and Economic Development Department of the City of Des Plaines is responsible for the preparation of this Consolidated Plan and is the agency responsible for administering the City's CDBG programs.

Annual Action Plan Public Contact Information

City of Des Plaines
Community and Economic Development
1420 Miner Street
Des Plaines, IL 60016

Primary Contact:
Davorka Kirincic, AICP, CDBG Administrator
847-391-5381 | dkirincic@desplaines.org

Secondary Contact:
Michael McMahon, Director of Community and Economic Development
847-391-5545 | mmcmahon@desplaines.org

Tertiary Contact:
Michael G. Bartholomew, MCP, LEED-AP, City Manager
847-391-5545 | mbartholomew@desplaines.org

AP-10 CONSULTATION-91.100, 91.200(B), 91.215(I)

Introduction

In order to develop the 2021 Annual Action Plan, the City of Des Plaines' Community Development Department consulted with the following City departments: Public Works and Engineering, Health and Human Services, Economic Development, Police/Social Worker. Additionally, City staff reached out to other agencies such as the Housing Authority of Cook County, Alliance to End Homelessness in Suburban Cook County Continuum of Care, local and regional nonprofit service providers, housing providers, and community residents. In general, the data used for this Annual Action Plan comes from consulted organizations, the United States Census Bureau, and HUD.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The City of Des Plaines consulted with individuals, residents, government departments, nonprofit organizations, social service agencies, affordable housing providers, and others concerning the development of the Annual Action Plan. The City maintained constant contact with the public, assisted housing providers, governmental health, mental health, and service agencies. Also, focus group meetings served the dual purpose of obtaining information from service organizations and exchanging information and resources between the participating organizations.

The Health and Human Services Division works with other entities on a regular basis regarding housing health, mental health, and services.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The City relies on the Alliance to End Homelessness in Suburban Cook County, which is the Continuum of Care coordinator for suburban Cook County, to provide data and expertise regarding the needs of homeless persons and persons at risk of homelessness. The Alliance's most recently adopted strategic plan (A Strategic Plan Forward to End Homelessness: 2019-2022 Strategic Plan, April 2019) was consulted to shape the policies of the Consolidated Plan in regards to homelessness.

The City stays informed of Continuum of Care's activities through emails and minutes of the Association of Homelessness Advocate in the North/Northwest District (AHAND), which is a coordinating entity of the Alliance to End Homelessness in Suburban Cook County and operates in an area that includes Des Plaines. The City also receives input from local social service providers to form the City's strategy that addresses the needs of the homeless and reduces the risk of future homelessness.

Finally, the Community and Economic Development Department works with City agencies, such as the Department of Health and Human Services and the Police Department, to implement programming that addresses homelessness.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies, and procedures for the administration of HMIS

The City does not receive Emergency Solutions Grant funds, but the Department works with social service sub-recipients to develop policies and evaluate outcomes of the City's homelessness prevention efforts.

Describe Agencies, groups, organizations, and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

DRAFT

1	Agency/Group/Organization	CITY OF DES PLAINES
	Agency/Group/Organization Type	Other government-Local Grantee Department
	What section of the Plan was addressed by the Consultation?	Annual Goals & Objectives Projects
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Community & Economic Development Department consulted with the City of Des Plaines' Health & Human Services Division and Police Department concerning community needs and services being provided by local nonprofit agencies.
2	Agency/Group/Organization	COOK COUNTY
	Agency/Group/Organization Type	Other government- County
	What section of the Plan was addressed by the Consultation?	Annual Goals & Objectives Projects Other Actions
	How was the Agency/Group/Organization consulted, and what are the anticipated outcomes of the consultation or areas for improved coordination?	The City joined the Cook County HOME Consortium on October 1, 2016. As a result, the City terminated its individual 2020-2024 Consolidated Plan and 2021 Annual Action Plan, which was incorporated into Cook County's 2020-2024 Consolidated Plan. The City examined Cook County's "Planning for Progress" and the 2020-2024 Consolidated Plan to ensure that these documents were consistent with the City's goals.
3	Agency/Group/Organization	HOUSING AUTHORITY OF COOK COUNTY
	Agency/Group/Organization Type	Public Housing Authority Services-Housing
	What section of the Plan was addressed by the Consultation?	Housing Need Assessment Public Housing Needs
	How was the Agency/Group/Organization consulted, and what are the anticipated outcomes of the consultation or areas for improved coordination?	Checked their plans and activities to develop the needs assessment and other related 2018 Annual Action Plan sections.
4	Agency/Group/Organization	ILLINOIS HOUSING DEVELOPMENT AUTHORITY
	Agency/Group/Organization Type	Housing Services-Housing Other government-State

	What section of the Plan was addressed by the Consultation?	Housing Needs Assessment
	How was the Agency/Group/Organization consulted, and what are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted to provide data/input for relevant 2021 Annual Action Plan sections.
5	Agency/Group/Organization	CHICAGO METROPOLITAN AGENCY FOR PLANNING (CMAP)
	Agency/Group/Organization Type	Regional organization Planning organization
	What section of the Plan was addressed by the Consultation?	Housing Need Assessment Market Analysis
	How was the Agency/Group/Organization consulted, and what are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted to provide data/input for relevant 2021 Annual Action Plan sections.
6	Agency/Group/Organization	DES PLAINES PARK DISTRICT
	Agency/Group/Organization Type	Other government-Local
	What section of the Plan was addressed by the Consultation?	Goals & objectives Projects
	How was the Agency/Group/Organization consulted, and what are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted to provide data/input for relevant 2021 Annual Action Plan sections. The Park District has been a sub-recipient agency of the City of Des Plaines for the renovation of public parks, and therefore, communication with this agency has been ongoing.
7	Agency/Group/Organization	NORTHWEST COMPASS
	Agency/Group/Organization Type	Nonprofit agency Housing Services-Housing Services-Fair Housing Services-Homeless Services-Employment

	What section of the Plan was addressed by the Consultation?	Goals & objectives Projects
	How was the Agency/Group/Organization consulted, and what are the anticipated outcomes of the consultation or areas for improved coordination?	Northwest Compass (Formerly CEDA Northwest) provides emergency services, housing, employment, and empowerment consultation programs to foster personal responsibility and to stabilize individuals and families in crisis. The agency has been invited to provide input into the Annual Action Plan through focus group meetings and its application for CDBG funding. Northwest Compass has been a sub-recipient agency for the City of Des Plaines, and therefore, communication with this agency has been ongoing.
8	Agency/Group/Organization	WINGS
	Agency/Group/Organization Type	Nonprofit agency Housing Services-Housing Services-Victims of Domestic Violence Services-Children Services-Homeless Services-Employment
	What section of the Plan was addressed by the Consultation?	Goals & objectives Projects
	How was the Agency/Group/Organization consulted, and what are the anticipated outcomes of the consultation or areas for improved coordination?	WINGS provides housing and a wide variety of supportive services to victims of domestic violence and homelessness. The agency has been invited to provide input into the Annual Action Plan through Focus group meetings and its application for CDBG funding. Northwest Compass has been a sub-recipient agency for the City of Des Plaines, and therefore, communication with this agency has been ongoing.
9	Agency/Group/Organization	CENTER OF CONCERN
	Agency/Group/Organization Type	Nonprofit agency Services-Housing Services-Fair Housing Services-Seniors Services-Homeless Services-Employment

	What section of the Plan was addressed by the Consultation?	Goals & objectives Projects
	How was the Agency/Group/Organization consulted, and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Center of Concern is a nonprofit social service agency providing services and housing solutions to seniors, the disabled, and others in need, enabling them to live safely and independently. The Center of Concern has been supporting families and strengthening our community for nearly 40 years.
10	Agency/Group/Organization	NORTH WEST HOUSING PARTNERSHIP (NWHP)
	Agency/Group/Organization Type	Nonprofit agency Home Rehabilitation Homes for Sale Affordable Housing
	What section of the Plan was addressed by the Consultation?	Goals & objectives Projects
	How was the Agency/Group/Organization consulted, and what are the anticipated outcomes of the consultation or areas for improved coordination?	The North West Housing Partnership is dedicated to creating and implementing programs to promote economically diverse housing. Through a fiscally responsible and multi-faceted approach, North West Housing Partnership promotes public and private partnerships that create and preserve cost-effective quality housing for Low- and Moderate-Income residents and workers through housing development and renovation, education, and advocacy. The agency has been invited to provide input into the Annual Action Plan through e-mail communications, on site meetings, and its application for CDBG funding. Northwest Compass has been a sub-recipient agency for the City of Des Plaines, and therefore, communication with this agency has been ongoing.

Table 2 – Agencies, groups, organizations who participated

Identify and Agency Types not consulted and provide rationale for not consulting

The City operates on an open consultation process. The City maintains a mailing list of persons and agencies that express interest in participating in the Consolidated Plan/Annual Action Plan process. Notices of the availability of grant applications and the public hearing are posted on the City's website.

Some of the individuals and groups that participated in the process are identified above. Others chose not to participate in the consultation process by not responding to notices. No individuals or agencies were intentionally left out.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Planning for Progress, Cook County's Consolidated Plan and Comprehensive Economic Development Strategy, 2015-19	Cook County and CMAP	As a municipality within the Greater Cook County, the broad objectives and methods outlined support for more localized objectives for the City of Des Plaines.
City of Des Plaines Comprehensive Plan February, 2019	City of Des Plaines	This plan called for the use of CDBG funds to support housing rehab, assistance to renters, and the creation housing counseling programs.
A Strategic Plan to End Homelessness 2019-2022 Strategic Plan April 2019	Alliance to End Homelessness in Suburban Cook County	The Alliance is a primary resource on homelessness issues in the county, and their goals to lower the risk of homelessness underpin strategies of this Plan.
Apache Park Neighborhood Plan	Des Plaines and CMAP	This plan addresses the goal of reinvigorating one of Des Plaines' lowest income areas with the highest concentration of ethnic minorities.
The Maturing of Illinois: Getting Communities on Track for an Aging Population, Des Plaines IL	Age Options and Frisbie Senior Center	This plan includes some suggestions on how to best accommodate Des Plaines' growing elderly population.

Table 3 – Other local/regional/federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(I))

The City of Des Plaines maintains regular contact with the other CDBG entitlement communities in the northwest suburbs of Chicago and consults with them on how to develop this Consolidated Plan. These communities include the Village of Arlington Heights, Village of Mount Prospect, Village of Palatine, Village of Schaumburg, Village of Skokie, and the Village of Hoffman Estates. These communities have similar

needs, CDBG programming, and often fund the same sub-recipients to provide services within their separate jurisdictions. In the spring of 2016, the communities provided a joint training session for sub-recipients.

Finally, the City coordinated with Cook County regarding the new HOME Consortium, securing additional funding for housing related issues in Des Plaines and neighboring Cook County municipalities in future years. The outcome from that training session assisted our City and our sub-recipients. Specifically these communities now use uniform program applications, agreements, and monitoring forms.

DRAFT

Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

Des Plaines' CDBG Citizen Participation Plan outlines the procedures the City will follow to solicit public participation in CDBG planning. A full copy of the City of Des Plaines' Citizen Participation Plan is available upon request from the City.

This Annual Action Plan is published in draft form and made available to the public via the City's website ([Des Plaines - CDBG Plans and Reports](#)) and in hard copy form at the Community Economic Development's office.

The City of Des Plaines PY2021 CDBG Annual Action Plan public comment period began on Wednesday, June 9, 2021 and will end on Monday, July 12, 2021. Notification of this period was published in the *Des Plaines Journal & Topics Newspaper* and also uploaded to the City's website on the same date. During this time, citizens were invited to submit written comments or recommendations to the City.

The Public Hearing will be held on June 21, 2021 at the City Council meeting to allow the public to present any questions or comments about the Annual Action Plan. Community and Economic Development staff will give a brief review of the CDBG Program and the purpose of the Annual Action Plan. After the public comment period closes on July 12, 2021, staff will include any received inquiries or suggestions in the final Annual Action Plan. Adoption of the final Annual Action Plan is planned for August 2, 2021. After the public comment period closes on July 12, 2021, staff will include any received inquiries or suggestions in the final Annual Action Plan.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Public Hearing	Not targeted/broad community	A Public Hearing will held at the City Council, on June 21, 2021			desplaines.org/CDBG
2	Internet outreach	Not targeted/broad community	Notice concerning the availability of CDBG applications, the Public Hearing, and the 30-day Draft Annual Action Plan was posted on the City's website.			desplaines.org/CDBG
3	Newspaper Ad	Not targeted/broad community	The City published a legal notice in the Journal and Topics newspaper concerning the availability of CDBG applications, the Public Hearing, and the 30-day Draft Annual Action Plan was posted on the City's website.	N/A		
4	Focus Group Meetings	Applicants	Focus Group/one pre-application meeting for Public Services was held on May 5, 2021.	N/A		

Table 4 – Citizen Participation Outreach

EXPECTED RESOURCES

AP-15 EXPECTED RESOURCES – 91.420(B), 91.220(C) (1,2)

Introduction

The resources tallied in the below table are up to date as of the submission of this Final Plan Document to the Des Plaines City Council on August 2, 2021.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of Con Plan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Federal, HUD	Housing, Public Infrastructure, Public Facilities, Public Services, Planning and Admin	318,128	N/A	Approx. \$80,000 additional /Entitlement Fund rollover from prior year	Approx. \$398,128	\$831,024	Assuming annual allocation remains similar, 4 years x \$307,000 + prior year resources =Expected Remainder

Table 1 – Anticipated Resources-Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of Des Plaines does not anticipate using federal funds with a matching requirement, and the CDBG entitlement grant does not have a matching requirement.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

As mentioned earlier in the PY2020-2024 Consolidated Plan the three publicly owned parks: Apache Park, Eaton Field park and Seminole Park are in the neighborhoods which contain a relatively high percentage of minority households, and the parks themselves require improved and new facilities. During the last five years, all three parks were improved through CDBG funding as backup projects. Although subject parks already received funding there is still room for further improvements in mentioned parks if funds will be available in the next five years.

Discussion

The City of Des Plaines has been allocated \$318,128 in CDBG funds for 2021. Des Plaines has small approximately \$80,000 remaining from the last program year. The City plans to spend all available \$398,128 available for the PY2021.

DRAFT

ANNUAL GOALS AND OBJECTIVES

AP-20 ANNUAL GOALS AND OBJECTIVES– 91.420, 91.220(C)(3) & (E)

2020 Goals Summary Information

	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Capital Improvements: Improve Public Facility	2021	2022	Non-Housing Community development	Low Income Census Block Groups	Improve Public Facilities in Low- and Moderate Income Area	\$80,000 Backup Project	Public Facility Activities other than Low- and Moderate Income Housing Benefit Number of Household Housing Units (1638)
2	Capital Improvements: Preserve Existing Housing Stock	2021	2022	Affordable Housing	City Limits of Des Plaines	Ensure Housing is Affordable, Accessible & Sustainable	\$206,803	Homeowner Housing Rehabilitated- Household Housing Unit Number of Household Housing Units (8)
3	Public Services: Provide Financial Assistance for Housing Programs/Activities	2021	2022	Affordable Housing Non-Homeless Special Needs Risk of Homeless	City Limits of Des Plaines	Ensure Housing is Affordable, Accessible & Sustainable Provide Public Services	\$35,000	Homeless Prevention Number of Persons Receiving Public Services
4	Public Services: Provide Financial Assistance for Non-Housing Service	2021	2022	Non-Homeless Special Needs Homeless	City Limits of Des Plaines	Provide Public Services	\$12,700	Public Service Activities Other Than Low- and Moderate Income Housing Benefit/Residents Number of Persons Receiving Public Services
5	Planning and Administration: Conduct Planning and Administration Activities	2021	2022	Planning and Administration	City Limits of Des Plaines	Conduct CDBG Planning & Administration Activities	\$63,625	–

Table 2 – Goals Summary

Goal Descriptions

Capital Improvements: Preserve Existing Housing Stock

Des Plaines will use CDBG funds to assist low-income residents to reduce their housing cost burden by providing counseling, home repairs, and home modifications. City CDBG staff would like to provide affordable, accessible, sustainable housing for our growing elderly low- and moderate-income population. City CDBG staff will partner with the City's Department of Health and Family Services, the Department of Buildings, and our sub-recipient social service agencies to reassess the need for modified and new housing-related programming in future years as we prepare our annual action plans.

Capital Improvements: Improve Public Facilities and Public Infrastructure

Des Plaines will use CDBG to improve park facilities, landscaping, lighting, streets, alleys, sewers, and other infrastructure improvements in low- and moderate-income neighborhoods. City CDBG staff will partner with the Department of Public Works and the Des Plaines Park District, as well as other potential city agencies, to assess new future project viability in low- and moderate-income neighborhoods as we prepare future annual action plans. All the above-mentioned improvements will be completed only as backup projects in case of accumulated unexpended CDBG funds from previous years.

Public Services: Provide Financial Assistance for Housing Programs/Services

Provide Financial Assistance to support social service agencies that provide housing counseling, supportive, and referral services; home-sharing, child and youth services; senior services that enabled them to "age in place"; special needs services; health care services; financial, career, and employment counseling services; interpretation services with multilingual staff; and housing-related services by addressing issues such as homelessness prevention and helping homelessness.

Public Services: Provide Financial Assistance for Non-Housing Programs/Services

Provide Financial Assistance to support social service agencies that provide Non-Housing Programs and public services including but not limited to the counseling, emergency and transitional housing for runaway youth and abused spouses as limited clientele/presumed benefits

Planning and Administration: Conduct Planning and Administration

Des Plaines will use 20% of its CDBG funds to conduct, administer, and plan its programming. Prepare the five-year Consolidated Plan, the one-year Action Plan, and Consolidated Annual Performance and Evaluation Report (CAPER), and administer the CDBG program daily.

AP-35 PROJECTS – 91.420, 91.220(D)

Introduction

The City has found that many of the following projects, introduced via previous Consolidated Plans, still serve an unmet need in our low- and moderate-income communities, and should be continued with the start of our CDBG 2020 Program Year on October 1, 2020. Besides, the City would like to continue to allocate CDBG funds toward new public facility improvements of public parks in low to moderate-income areas as backup projects. Finally, the new 2020-24 Consolidated Plan has identified new areas of need that CDBG funds can be used to address. The City will be pursuing relationships with current sub-recipients to implement programs that address the needs of the Consolidated Plan.

Projects

#	Project Name
1	Public Facility Improvements (as backup project)
2	North West Housing Partnership: Home Repair Program
3	North West Housing Partnership: Minor Repair (and Home Accessibility Modification Program)
4	City of Des Plaines, CED: Emergency Repair Program
5	Northwest Compass: Housing Counseling Program
6	WINGS, Safe House and Community Based Services Program
7	Center of Concern, Housing Counseling, Resources, and Home Sharing Program
8	Center of Concern, Senior Housing, and Supportive Services Program
9	The Harbour, Emergency Shelter and Transitional Housing for Homeless Youth Program
10	City of Des Plaines, CED: Planning and Administration

Table 20 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The above programs receive an allocation relative to its rudimentary cost and benefit to the community. For instance, public facilities and infrastructure have quite a high cost compared to other projects, due to the nature of the work being done. However, these projects benefit entire neighborhoods of households, not just households that directly participate in a program. Our housing-related programming receives a relatively high allocation due to the preservation of affordable housing and reducing housing cost burdens being such a fundamental goal of CDBG activity, nationwide and within the Des Plaines Community. The City's public service programs, unfortunately, face an obstacle in that their funding allocation can only add up to 15% of the 2021 Annual CDBG Allocation (\$318,128), which means Des Plaines CDBG public service programs can receive maximum \$47,719 in 2021.

AP-38 PROJECT SUMMARY

Project Summary Information

1	Project Name	Public Facility Improvement Projects Des Plaines Park District: Seminole Park Improvement (as backup project)
	Target Area	Low- and moderate-income Households throughout Des Plaines
	Goals Supported	Capital Improvements: Improve Public Facilities and Public Infrastructure
	Needs Addressed	Public Facilities in a low- and moderate income area (see Des Plaines Consolidated Plan 2020-2024)
	Funding	\$80,000 (backup project)
	Description	The amount can range up to \$80,000 for the Public Facility Improvement Program and are available as a “backup projects” in order to fulfill CDBG timeliness requirements, should other projects be delayed and not reach completion and invoice status by the August 1, 2021, timeliness test. Seminole Park has been identified by the Park District as an existing public facility in a low and moderate income area in need. Specifically, improvements will be made to the existing playground. This project is a “back up project” meant to ensure the expedient use of 2021 CDBG funds.
	Target Date	September 30, 2022
	Estimate the number/type of households that will benefit from the proposed activity	At least 1638 residents within the aforementioned Low Moderate Income area (Census Block Group 806600-2) should benefit from the improved facility completed by this project.
	Planned Activities (HUD Eligibility Activity Code)	Parks, Recreational Facilities. This activity will be performed by the Des Plaines Park District. (3F)

2	Project Name	Northwest Housing Partnership: Home Repair Program
	Target Area	Low- and moderate-income Households throughout Des Plaines
	Goals Supported	Capital Improvements: Preserve Existing Housing Stock
	Needs Addressed	Ensure Housing is Affordable, Accessible & Sustainable
	Funding	\$179,528 (including 15% is NWHP admin costs, the bulk are granted for Low- and Moderate-Income households)
	Description	<p>The City provides single-family homeowner residences with 0% interest, deferred, forgivable loans to correct code violations, and perform large-scale home repairs. Low- and moderate-income homeowners are eligible for 100% of repair costs up to \$24,000.</p> <p>Following the completion of the rehabilitation work, a lien is placed on the property for the total cost of the work; if the homeowner does not transfer the title of the home within ten years of obtaining the loan, the lien lapses. If the title is transferred within ten years, the homeowner is required to repay the loan principal in one lump sum payment. No interest charged.</p> <p>A lead inspection is carried out before the performance of any work and is included in this budget as part of the delivery cost. HUD requires all homes receiving federal funds for housing rehabilitation assistance to undergo a lead paint inspection and risk assessment. Properties that are determined to have significant lead-based paint hazards may also be required to undergo a clearance inspection following completion of the rehabilitation work.</p>
	Target Date	September 30, 2022
	Estimate the number/type of households that will benefit from the proposed activity	Six (6) Low- and Moderate-Income homeowners will benefit from this activity. However, if the initial households do not require the maximum grant amount to complete this activity, more households can participate in this program. Also, additional households can participate if prior and current year money is not spent on infrastructure Improvement backup projects.
	Planned Activities (HUD Eligibility Activity Code)	Rehabilitation of privately owned, single-unit homes, Rehab-Administration. (14A & 14H)

3	Project Name	North West Housing Partnership: Minor Repair (and Home Accessibility Modification) Program
	Target Area	Low- and moderate-income Households throughout Des Plaines
	Goals Supported	Capital Improvements: Preserve Existing Housing Stock
	Needs Addressed	Ensure Housing is Affordable, Accessible & Sustainable
	Funding	\$21,275 (including 15% of the funding allocation will be given to Northwest Housing Partnership to cover administration costs)
	Description	<p>The Minor Repair Program offers Low- and Moderate-Income households up to \$8,000 to address minor repair issues in the home that do not cause immediate public safety concerns and therefore would not qualify for the Emergency Repair Program. Also, this program will be marked towards the Low- and Moderate-Income elderly population as well as Low- and Moderate-Income disabled populations of Des Plaines to perform accessibility modifications in these households to support “aging in place.”</p> <p>Following the completion of the rehabilitation work, a lien is placed on the property for the total cost of the work; if the homeowner does not transfer the title to the home within three (3) years of obtaining the loan, the lien lapses. If the title transfers within three (3) years, the homeowner is required to repay the loan principal in one lump sum payment. No interest charged.</p> <p>In some instances, a lead inspection will be performed before work is performed and it is included in this budget as a delivery cost.</p>
	Target Date	September 30, 2022
	Estimate the number/type of households that will benefit from the proposed activity	Des Plaines plans to serve at least two (2) Low- and Moderate-Income households with the proposed activity. These households may consist of elderly and disabled persons, but CDBG income eligibility verification procedures will be required. Also, if the initial households do not require the maximum \$8,000 grant to complete this activity, more households can participate in this program.
	Planned Activities (HUD Eligibility Activity Code)	Rehabilitation of privately owned, single-family homes and Rehab-Administration. An emphasis will be placed on accessibility modifications, such as ramps and grab bars. (14A)

4	Project Name	City of Des Plaines, CED: Emergency Repair Program (as needed)
	Target Area	Low- and moderate-income households throughout Des Plaines
	Goals Supported	Capital Improvements: Preserve Existing Housing Stock
	Needs Addressed	Ensure Housing is Affordable, Accessible & Sustainable
	Funding	\$6,000
	Description	The Emergency Repair Program will provide grants of up to \$2,500 to eligible low- and moderate-income City of Des Plaines homeowners for emergency repairs. This must be an emergency situation requiring immediate work (therefore circumventing the HUD requirement that three contractor bids be proposed, as in most CDBG housing rehab projects). Assistance will be provided in the form of a grant with no repayment required.
	Target Date	September 30, 2022
	Estimate the number/type of households that will benefit from the proposed activity	Two (2) Low- and moderate-income households will benefit from the proposed activity if needed. However, if the initial households do not require the maximum \$3,000 grant to complete this activity, more households can participate in this program.
	Planned Activities (HUD Eligibility Activity Code)	Emergency Repair Program. An emergency is defined as “actions immediately necessary to safeguard against imminent danger to human life, health or safety, or to protect property from further structural damage (such as when a property has been damaged by a natural disaster, fire, or structural collapse)”. This program is administered by the City of Des Plaines. (14A)

5	Project Name	Northwest Compass, Inc.: Housing Counseling Program
	Target Area	Low- and moderate-income households throughout Des Plaines
	Goals Supported	Public Services: Financial Assistance for Housing Public Programs/Services
	Needs Addressed	Ensure Housing is Affordable, Accessible & Sustainable Provide Public Services
	Funding	\$15,000
	Description	The Housing Counseling Program offers Low- and Moderate-Income residents free comprehensive counseling on Low- and Moderate-Income issues. The program's long-term objectives are to eliminate housing discrimination, prevent homelessness, and ensure equal access to standard, affordable housing for all residents, regardless of race, creed, religion, national origin, age, disability, or income level.
	Target Date	September 30, 2022
	Estimate the number/type of households that will benefit from the proposed activity	200 low- and moderate-income Des Plaines residents will benefit from this activity.
	Planned Activities (HUD Eligibility Activity Code)	One-on-one counseling and advice for a tenant and landlord mediation, and fair housing information, quarterly First Time Home Buyers Seminars, and ongoing reverse mortgage, budget, and financial counseling. The housing staff typically conducts 30, 60, and 90 days follow up reviews to ensure households continue to be stabilized (05U & 05J).

6	Project Name	Women in Need Growing Stronger (WINGS): Safe House Emergency Shelter (Domestic Violence) Program
	Target Area	Low- and moderate-income households throughout Des Plaines
	Goals Supported	Public Service: Financial Assistance for Non-Housing Public Programs/Services
	Needs Addressed	Provide Public Services
	Funding	\$ 6,700
	Description	The goal of the Safe House Emergency Shelter Program is to reduce homelessness by assisting victims, and their children, of domestic violence. Victims and their children who seek shelter through the Safe House are fleeing violence in their homes and are therefore homeless. To participate, the family must currently be homeless or at immediate risk of homelessness and must agree to adhere to the goals and requirements of the program.
	Target Date	September 30, 2022
	Estimate the number/type of households that will benefit from the proposed activity	20 Des Plaines women or women and children at risk of homelessness will benefit from this activity.
	Planned Activities (HUD Eligibility Activity Code)	<ul style="list-style-type: none"> WINGS Safe House provides up to 90 days of emergency shelter combined with supportive services that include, but are not limited to: daily needs (food, clothing), case management, advocacy for employment, education, and legal, therapeutic counseling (group, family, individual, child). Community-Based Services provides counseling, safety planning, advocacy to individuals in the community who are not prepared to leave their domestic violence situation but require assistance in collecting the resources and information so they may leave as easily as possible. These services are delivered within community centers so the victim may seek assistance without drawing attention to themselves by their abuser. (5G)

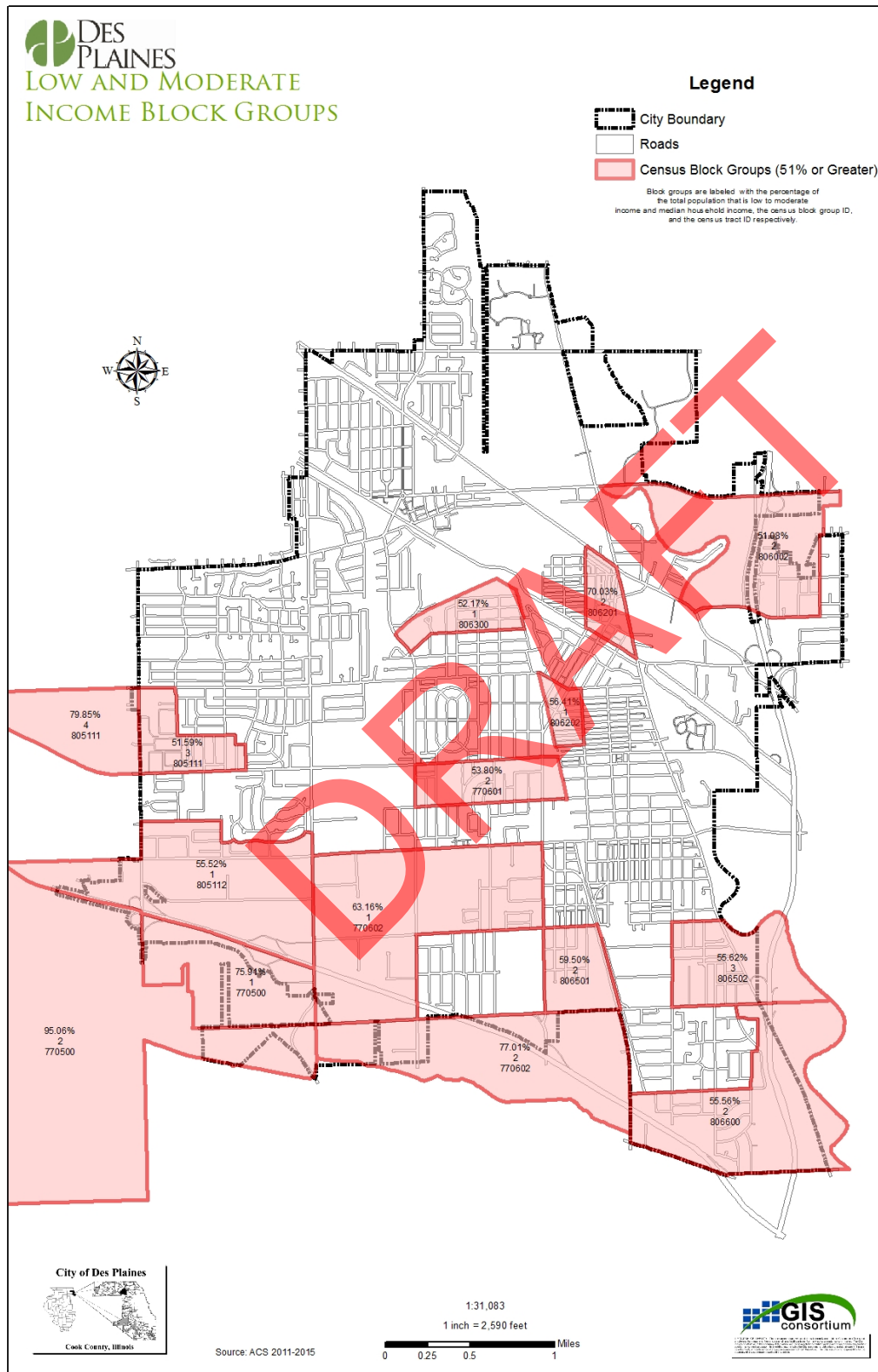
7	Project Name	Center of Concern: Homeless Prevention, Housing Counseling, Resources, and Home Sharing
	Target Area	Low- and moderate-income households throughout Des Plaines.
	Goals Supported	Public Services: Financial Assistance for Housing Public Programs/Services
	Needs Addressed	Ensure Housing is Affordable, Accessible & Sustainable Provide Public Services
	Funding	\$9,000
	Description	The Center of Concern Homeless Prevention Program will provide the in-depth case management counseling of individuals at risk of homelessness, with an emphasis placed on seniors at risk of homelessness. The case manager helps clients address the issues that are responsible for their financial difficulties and develops a plan to stabilize their situation.
	Target Date	September 30, 2022
	Estimate the number/type of households that will benefit from the proposed activity	55 Des Plaines residents at risk of homelessness will benefit from this activity
	Planned Activities (HUD Eligibility Activity Code)	Services provided by the case manager may include assisting the client with legal services, employment/budget counseling, and referrals to other agencies. Often, case management clients have sought or been referred for housing assistance from the sub-recipient and other agencies. Direct financial assistance is utilized from other state and federal program sources for rental, utility, and security deposit assistance. (05U)

8	Project Name	Center of Concern: Senior Housing and Supporting Services
	Target Area	Homeless or those at risk of homelessness throughout Des Plaines
	Goals Supported	Public Services: Financial Assistance for Housing Public Programs/Services
	Needs Addressed	Ensure Housing is Affordable, Accessible & Sustainable Provide Public Services
	Funding	\$11,000
	Description	Housing Options and Counseling, Home Sharing, Homelessness Prevention, and Housing Supportive Services (Friendly visits, telephone reassurance, and geriatric counseling) with an emphasis placed on assisting seniors, but not limited to seniors.
	Target Date	September 30, 2022
	Estimate the number/type of households that will benefit from the proposed activity	70 Des Plaines low- and moderate-income senior residents at risk of homelessness will benefit from this activity.
	Planned Activities (HUD Eligibility Activity Code)	More than crisis intervention, the Center of Concern helps seniors retain/maintain and increase their financial and daily independence by providing housing options and services to provide housing stability and to prevent homelessness. Case Managers help seniors reduce living expenses, maintain a basic standard of living, and enable them to continue living in their local community. The program serves senior residents over the age of 62 living within the City of Des Plaines and of which 51% are of low- and moderate-income (05A, 05U & 05H).

9	Project Name	The Harbour, Inc: Emergency Shelter & Transitional Housing for Homeless Youth Program
	Target Area	Homeless youth or youth at risk of homelessness throughout Des Plaines
	Goals Supported	Provide Public Service: Financial Assistance for Non-Housing Public Programs/Services
	Needs Addressed	Provide Public Services
	Funding	\$6,000
	Description	To provide safe and transitional housing for youth ages 12-21. The goal of the program is to provide comprehensive services to homeless youth in the form of short-term housing, transitional living, and supportive services. The staff works with the young person and their families to stabilize their circumstances and to ensure that they receive the necessary assistance. Services are aimed at placement in a safe and stable living situation and eventually reuniting the participants with their families.
	Target Date	September 30, 2022
	Estimate the number/type of households that will benefit from the proposed activity	10 Des Plaines youth at risk of homelessness will benefit from this activity.

10	Project Name	Planning and Administration
	Target Area	City of Des Plaines
	Goals Supported	Planning and Administration: Conduct CDBG Planning and Administration
	Needs Addressed	Conduct CDBG Planning and Administration Activities
	Funding	\$62,700
	Description	Max. 20% of the CDBG annual allocation is used by the City to fund the administration of the whole program.
	Target Date	September 30, 2022
	Estimate the number/type of households that will benefit from the proposed activity	All households that benefit from CDBG activities are supported by Administration.
	Planned Activities (HUD Eligibility Activity Code)	Overall program administration, including (but not limited to) salaries, wages, and related costs of grantee staff or others engaged in program management, monitoring, and evaluation (21A).

AP-50 GEOGRAPHIC DISTRIBUTION – 91.420, 91.220(F)



Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Historically, the City of Des Plaines used CDBG dollars to fund Public Facility and Public Infrastructure Improvements, which were distributed on a geographic basis. Specifically, the Seminole Playground Improvement, the Infrastructure Improvement Program-Apache Neighborhood Street Lighting, and ADA Sidewalk Compliance Intersections Re-Construction Project benefited a more immediate geographical area, as opposed to the public service and homeless programs the Des Plaines CDBG program runs, which operate on a case-by-case basis.

The aforementioned geographical areas can be seen on the above map with the Facility or Infrastructure Improvement Program projects were taking place within any of the 13 low- and moderate-income areas (Census Block Groups filled in red), based on discussions of need between the City CDBG staff and the Department of Public Works and Engineering.

Geographic Distribution

Target Area	Percentage of Funds (Current funding)
The City of Des Plaines/low- and moderate-income Census Block Groups	0%

Table 4a - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Target Area	Percentage of Funds (Total 2021 CDBG balance)
The City of Des Plaines/low- and moderate-income Census Block Groups	25% (\$80,000)

Table 4b – Rationale for priorities for allocating investments geographically

Discussion

All Des Plaines Public Facility and Public Infrastructure CDBG projects take place within a census block that contains at least 41.26% low- and moderate-income households. These census blocks are referred to as 'Low- and moderate-income Areas.' Therefore, the physical improvement will benefit many low- and moderate-income individuals that live nearby. For PY2021, the staff is planning to use left over funding (approximately \$80,000) to improve a couple of public facilities as a backup project for this period.

AP-75 BARRIERS TO AFFORDABLE HOUSING– 91.420, 91.220(J)

Introduction

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Discussion

DRAFT

AP-85 OTHER ACTIONS – 91.420, 91.220(K)

Introduction

The following are actions that will be undertaken by the City of Des Plaines to address obstacles to meeting underserved needs, foster and maintain affordable housing, reduce lead-based hazards, reduce the number of poverty-level families, develop institutional structure, and enhance the coordination between public and private housing and social service agencies.

Actions planned to address obstacles to meeting underserved needs

The primary obstacle to addressing underserved needs is insufficient funding. HUD allows entitlement communities to use a maximum of 15% of CDBG Entitlement funds, plus 15% of the previous year's program income, for public service programs. Currently, the City uses close to the maximum amount allowed. The sub-recipients provide invaluable services and activities for the low- and moderate-income residents of Des Plaines. Therefore, the City will continue to monitor sub-recipients to ensure that CDBG funds are used efficiently and effectively to meet the underserved needs of the City of Des Plaines community.

An obstacle to meeting underserved needs is the limited amount of developable land, rental units, and affordable housing for low- and moderate-income residents. The City's CDBG Home Repair Program, Minor Home Program, and Emergency Repair Program alleviate some of the obstacles to affordable housing by providing financial assistance to eligible low- and moderate-income residents of Des Plaines to rehabilitate and fix their homes.

Another obstacle to the delivery of services is the identification of populations and individuals who might be in need and eligible for assistance, such as the Home Repair Program, Minor Repair Program, or Emergency Repair Program. The City's Human Services Department will continue to provide information to residents and businesses to ensure the population is aware of all services available by the City, other units of government, and social service organizations.

Actions planned to foster and maintain affordable housing

During the program year, the City will take the following actions to foster and maintain affordable housing, to remove barriers to affordable housing, and to encourage public housing improvements and resident initiatives:

- Home Repair Program
- Minor Repair Program
- Emergency Repair Program
- Housing Counseling Program
- Homeless Prevention, Housing Counseling, Recourses, and Home Sharing Program
- Seniors Housing and Supportive Services Program
- Emergency Shelter and Transitional Housing for Homeless Youth

- o Safe House and Community Based Services

Community and Economic Development staff will continue to research and investigate alternative sources of funding to replace dwindling State and Federal funds for housing assistance and other affordable housing programs.

The City will continue to promote and enforce the goals and policies from the Comprehensive Plan relating to preserving the existing housing stock, encouraging a wide variety of housing types within the City, utilizing good housing redevelopment concepts, maintaining a good housing balance, preventing housing deterioration, and providing housing for the young, single and elderly.

Code enforcement staff will continue to uncover unsafe and unsanitary conditions. The Home Repair Program, Minor Repair Program, and Emergency Repair Program will be available to income-eligible households to improve their properties.

The Community and Development Department and Health and Human Services staff will work throughout the community to improve housing and living environments.

Actions planned to reduce lead-based paint hazards

The City is aware of the health risks, especially to children, that exists in its older homes due to the presence of lead-based paint. The City and North West Housing Partnership (who is the sub-recipient for the Home Repair Program and Minor Repair Program), comply with HUD's lead-based paint regulations concerning housing programs. The required notifications, lead-hazard testing, and lead hazard treatment protocols are followed.

Actions planned to reduce the number of poverty-level families

The City will continue to coordinate efforts and assist households with income below the poverty line with other agencies providing services to this population. The City will provide CDBG funding for programs that assist poverty-level families.

The public services partially funded by the City of Des Plaines CDBG will reduce the number of poverty-level families by providing counseling, financial support, and referral services to families in need.

Actions planned to develop an institutional structure

A key benefit of joining the Cook County HOME Consortium is strengthening institutional cooperation between the County and the City of Des Plaines.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Des Plaines CDBG staff learned a great deal about our situation in the City from the focus group meeting that involved City Departments and sub-recipient social service agencies. This year, the City held one focus group meeting, with the City's current sub-recipients. The meeting was held on May 5, 2021. Discussions and conclusions at the meeting aforementioned were used as the base planning funding of

programs for PY2021.

Also, these partner Departments and agencies are available for one-on-one consultation as needed to help strengthen the actions the City takes to alleviate low- and moderate-income household challenges.

During the PY2021, the City will enhance coordination between public and private housing and social service agencies through the Citizen Participation Plan that encourages all interested parties to share in the planning Annual Action Plan process. The City will continue to work with nonprofit service providers, other private institutions, public housing and assisted housing providers, and community organizations to discuss community needs and opportunities.

Discussion

The City recognizes that enhancing the institutional structure provides efficiencies in service that are a benefit to its residents. The various departments of the City will seek to maximize coordination with public and private housing and service providers to meet the needs of the community.

The City of Des Plaines has the primary responsibility monitoring activities under the City's Annual Action Plan. The Community Development staff will maintain records on the progress toward meeting the goals of the Annual Action Plan and compliance with statutory and regulatory requirements. Annual accomplishments will be compared to annual goals and will be reported in the PY2020 Consolidated Annual Performance and Evaluation Report.

On February 18, 2016, the network of northwest suburban entitlement grantees (i.e. Arlington Heights, Des Plaines, Mount Prospect, Palatine, Schaumburg, and Skokie) organized and presented a sub-recipient training workshop for their collective sub-recipients. These communities also developed a common CDBG grant application and monitoring form for public services. They also met together with HUD on March 17, 2016, to receive training and strengthen their CDBG program. These tools were already used during PY2017, PY2018, PY2019, 2020 and will be used when monitoring sub-recipients in the future for PY2021.

PROGRAM SPECIFIC REQUIREMENTS

AP-90 PROGRAM SPECIFIC REQUIREMENTS – 91.420, 91.220(L) (1,2,4)

Introduction:

CDBG staff is responsible for ensuring compliance with all program-specific requirements, as well as for program monitoring and reporting. Also, the staff ensures that federal cross-cutting requirements, including the OMNI Circular, Davis-Bacon and Related Acts, Uniform Relocation Act, and Section 3, are met.

Community Development Block Grant Program (CDBG) - Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following information identifies program income over \$25,000 that is available for use that is included in projects to be carried out if applicable.

1. The total amount of program income that will have received before the start of the next program year and that has not yet been reprogrammed \$0.00
2. The number of proceedings from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan \$0.00
3. The number of surplus funds from urban renewal settlements \$0.00
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan \$0.00
5. The amount of income from float-funded activities \$0.00

Total Program Income: \$0.00

Other CDBG Requirements

1. The amount of urgent need activities

Discussion:

The City is planning to use 100% of CDBG funds for activities that benefit persons of low- and moderate-income.



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: June 10, 2021

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

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

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

Subject: PACE – Pulse Stations Intergovernmental Agreement

Issue: PACE, the Suburban Bus Division of the Regional Transportation Authority, has prepared the attached intergovernmental agreement in connection with their Pulse Dempster Line rapid transit network between Evanston and O'Hare (Attachment 1). Their plan within Des Plaines includes six transit station bus stops (Pulse Stations).

Analysis: The Pulse Stations would be owned and maintained by PACE and constructed within Illinois Department of Transportation rights of way at the following locations:

Pulse Station Location	Comment
Northeast corner Mannheim Rd / Higgins Rd	Existing Bus Stop
Southeast corner Lee St / Touhy Av	Existing Bus Stop
Northeast corner Lee St / Touhy Av	New Location
Northeast corner Lee – Mannheim Rd / Oakton St	Replaces IC&SC Advertising Shelter
Southwest corner Lee – Mannheim Rd / Oakton St	New Location
Northeast corner Miner St / Pearson St	New Location, Replaces 1486 Miner St Bus Stop

Plans for each of the stations are shown on Attachment 2. The rear shelter panels will be customized with the artwork of the City as depicted in Exhibit C of the agreement. No commercial advertising would be displayed. This agreement would remain in effect for a minimum of fifteen (15) years unless terminated by either party.

The City will be required to remove one existing shelter at the northeast corner of Lee-Mannheim and Oakton Street that is currently under agreement with IC&SC. The City will be responsible for maintenance of all landscaping and fencing around the Metra Westbound Site only, located at the northeast corner of Miner Street and Pearson Street.

Recommendation: We recommend approval of the intergovernmental agreement with PACE to allow for the installation and maintenance of the Pulse Stations within the City of Des Plaines.

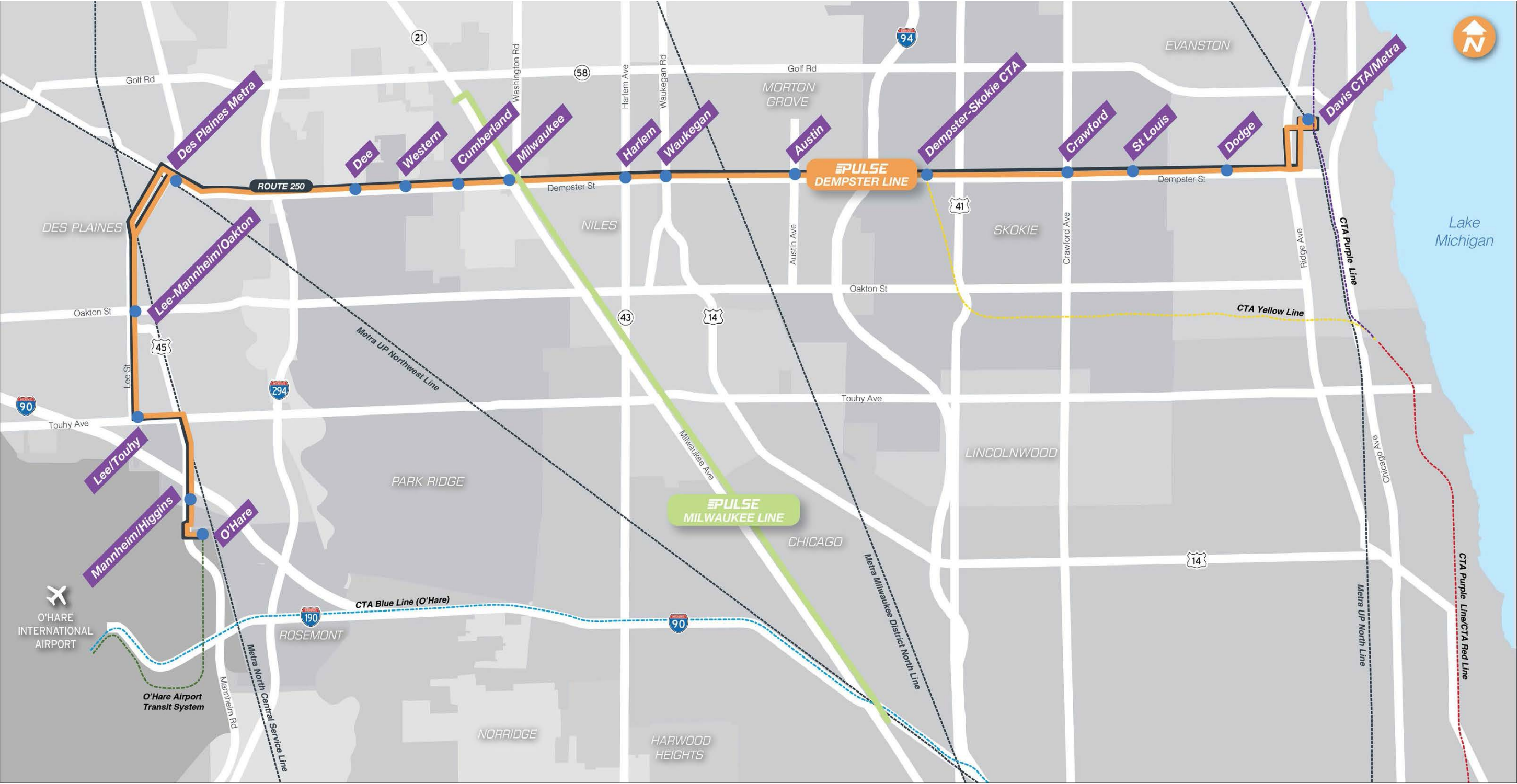
Attachments:

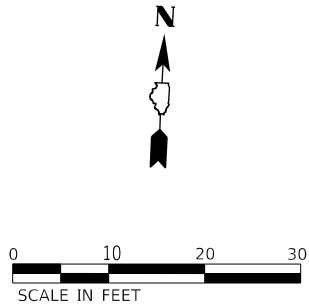
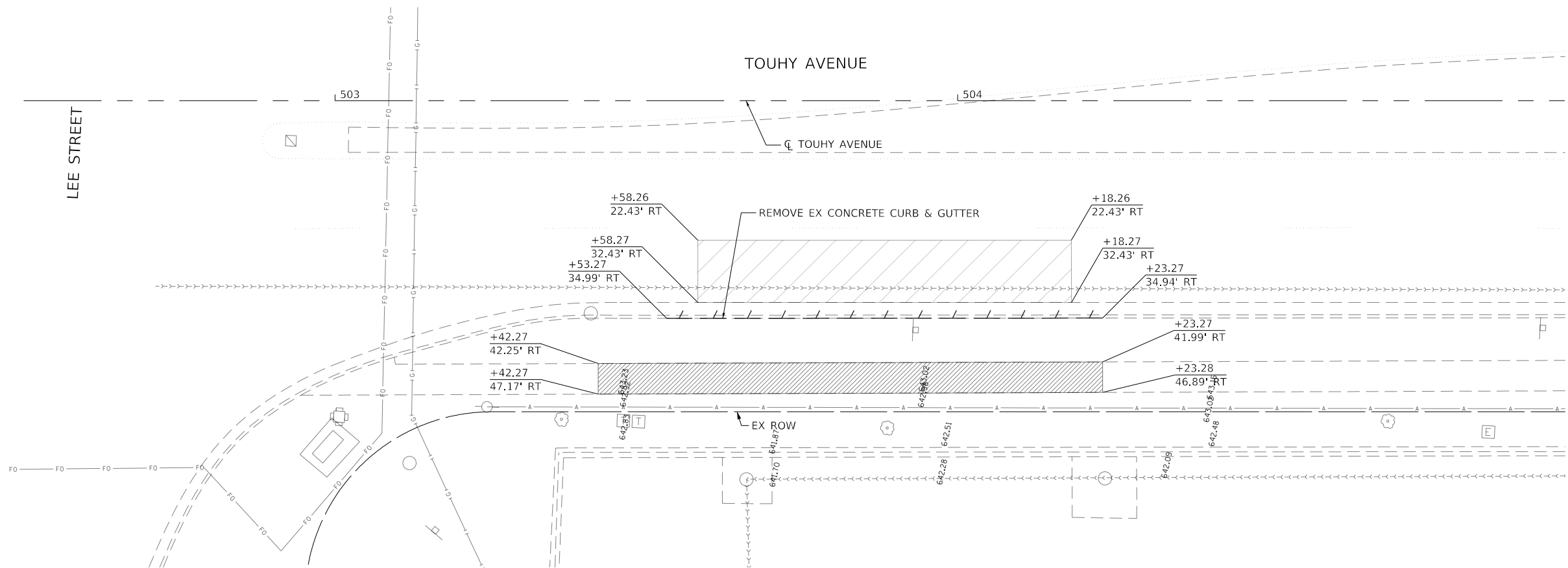
Attachment 1 – Pulse Dempster Line Map

Attachment 2 – Pulse Station Plans

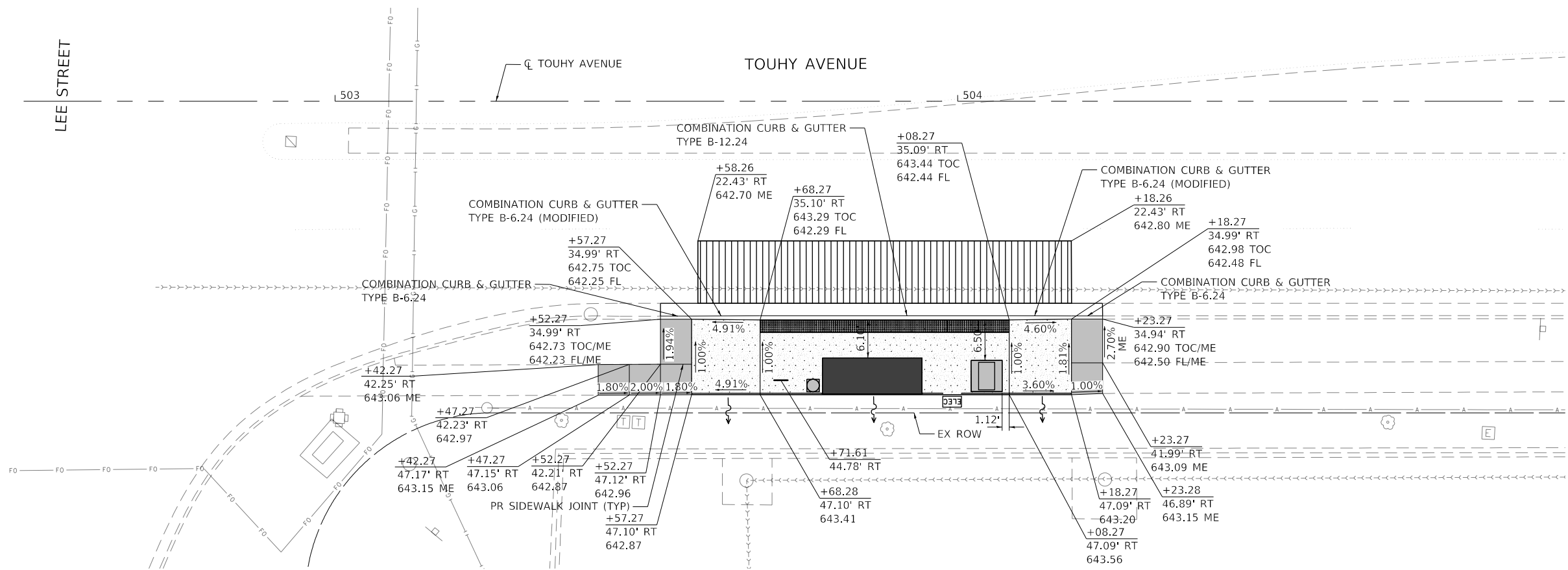
Resolution R-107-21

Exhibit A – Agreement





LEGEND	
	REMOVE PAVEMENT (FULL DEPTH)
	REMOVE COMBINATION CONCRETE CURB AND GUTTER/CONCRETE CURB
	REMOVE HOT-MIX ASPHALT SURFACE, VARIABLE DEPTH
	REMOVE SIDEWALK
	REMOVE ASPHALT DRIVEWAY PAVEMENT
	REMOVE PCC DRIVEWAY PAVEMENT
	REMOVE TREE
	PROTECT TREE TRUNK TREE ROOT PRUNING PRUNE TREE
	REMOVE SAPLING
xxx.xx EXISTING ELEVATIONS	



LEGEND		PROPOSED
ME	MATCH EXISTING	
1	4" WHITE LINE (10' LINE 30' SPACE)	
2	6" WHITE LINE	
3	PAVEMENT MARKING SYMBOLS	
4	24" WHITE LINE	
5	4" YELLOW LINE	
6	4" DOUBLE YELLOW LINE	
	PR TRAFFIC SIGN	
	GRADING/DRAINAGE DIRECTION OF FLOW	
	HMA SURFACE COURSE, MIX "D", IL-9.5, N50, 2"	
	HMA BASE COURSE 8"	
	AGGREGATE SUBGRADE IMPROVEMENT 12"	
	PATCHING (SEE NOTE 60 ON PAGE 4)	
	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE PAVEMENT 10" (BUS PAD)	
	AGGREGATE SUBGRADE IMPROVEMENT 12"	
	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-9.5, N70, 2"	
	HOT-MIX ASPHALT BASE COURSE, 8"	
	SUBBASE GRANULAR MATERIAL, TYPE B, 4"	
	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-9.5, N70, 2"	
	LEVELING BINDER, IL-4.75, N70 AS NECESSARY TO ACHIEVE GRADE	
	SIDEWALK, SPECIAL 6" (SEE SHEET 9 FOR DETAILS)	
	SUBBASE GRANULAR MATERIAL, TYPE B 4"	
	PORTLAND CEMENT CONCRETE SIDEWALK, 5", SUBBASE GRANULAR MATERIAL, TYPE B 4"	
	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8"	
	SUBBASE GRANULAR MATERIAL, TYPE B 4"	
	PORTLAND CEMENT CONCRETE SIDEWALK 8", SUBBASE GRANULAR MATERIAL, TYPE B 4"	
	HMA SURFACE COURSE, MIX "D", IL-9.5, N70, 2"	
	TACTILE/DETECTABLE WARNING SURFACE	
	BRICK PAVERS	
	PROPOSED TRASH RECEPTACLE	
	PROPOSED BICYCLE RACK	
	PROPOSED STATION PYLON MARKER	
ELEC	ELECTRICAL CABINET ("ELEC" TEXT READS TOWARD THE DOOR-OPENING SIDE)	

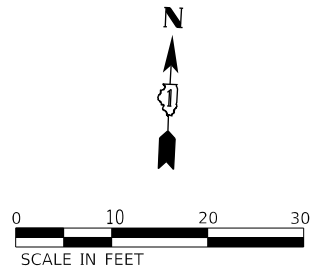
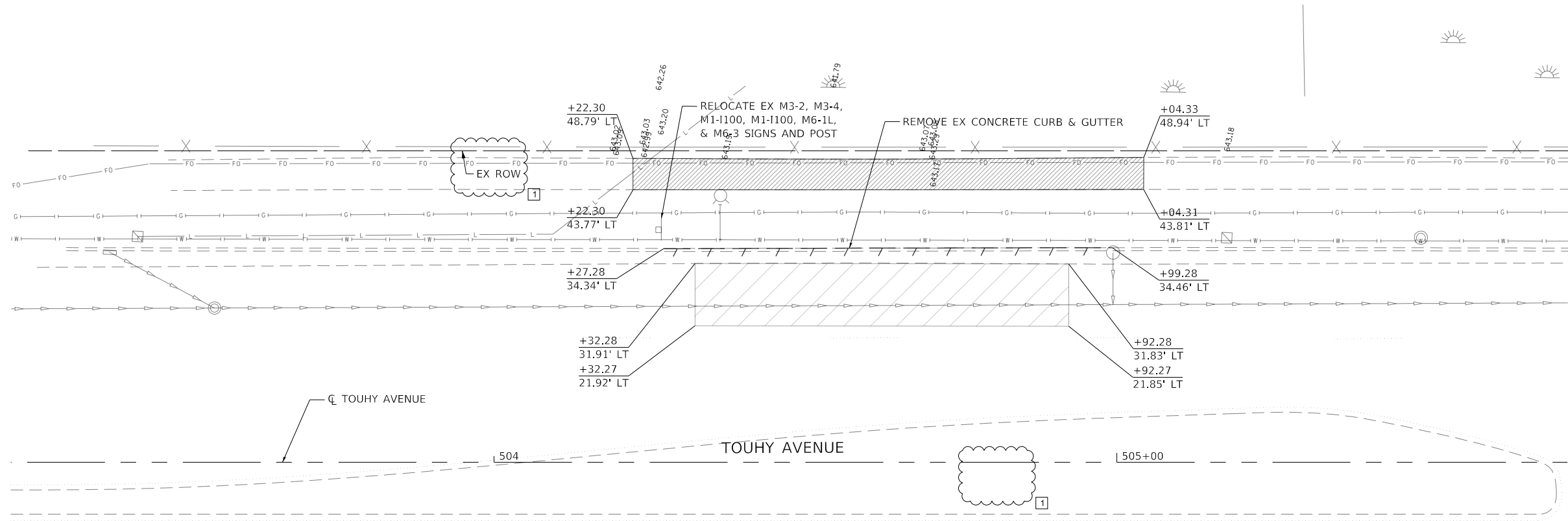
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		DRAWN -	REVISED -
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	PLOT DATE = 5/21/2021	DATE -	REVISED -

PACE SUBURBAN BUS SERVICE
DEMPSTER STREET PULSE STATIONS

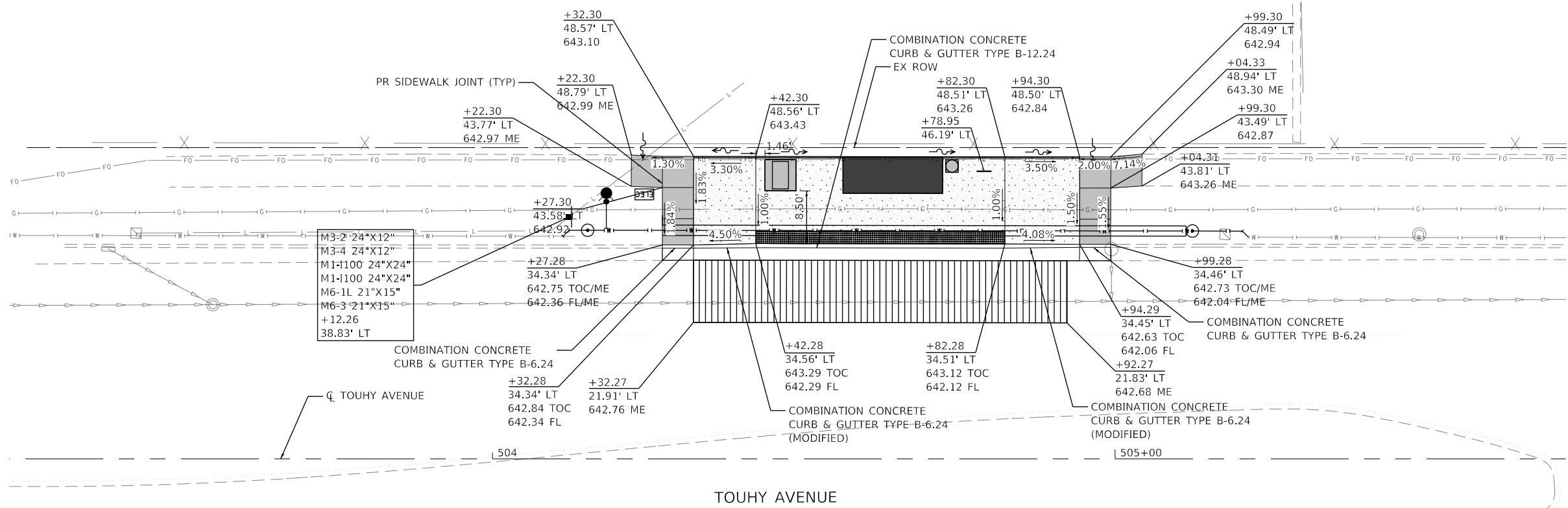
REMOVAL PLAN AND PROPOSED PLAN
EASTBOUND LEE STREET AND TOUHY AVENUE

SCALE: 1"=10' SHEET 3 OF 30 SHEETS STA. TO STA.

COUNTY	TOTAL SHEETS	SHEET NO.
COOK	148	19



LEGEND	
	REMOVE PAVEMENT (FULL DEPTH)
	REMOVE COMBINATION CONCRETE CURB AND GUTTER/CONCRETE CURB
	REMOVE HOT-MIX ASPHALT SURFACE, VARIABLE DEPTH
	REMOVE SIDEWALK
	REMOVE ASPHALT DRIVEWAY PAVEMENT
	REMOVE PCC DRIVEWAY PAVEMENT
	REMOVE TREE
	PROTECT TREE TRUNK TREE ROOT PRUNING PRUNE TREE
	REMOVE SAPLING
xxx.xx	EXISTING ELEVATIONS



LEGEND	
ME	MATCH EXISTING
①	4" WHITE LINE (10' LINE 30' SPACE)
②	6" WHITE LINE
③	PAVEMENT MARKING SYMBOLS
④	24" WHITE LINE
⑤	4" YELLOW LINE
⑥	4" DOUBLE YELLOW LINE
+	PR TRAFFIC SIGN
↔	GRADING/DRAINAGE DIRECTION OF FLOW
	HMA SURFACE COURSE, MIX "D", IL-9.5, N50, 2"
	HMA BASE COURSE 8"
	AGGREGATE SUBGRADE IMPROVEMENT 12"
	PATCHING (SEE NOTE 60 ON PAGE 4)
	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE PAVEMENT 10" (BUS PAD) AGGREGATE SUBGRADE IMPROVEMENT 12"
	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-9.5 (N70), 2"
	HOT-MIX ASPHALT BASE COURSE, 8" SUBBASE GRANULAR MATERIAL, TYPE B, 4"
	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-9.5, N70, 2" LEVELING BINDER, IL-4.75 (N70) AS NECESSARY TO ACHIEVE GRADE
	SIDEWALK, SPECIAL 6" (SEE SHEET 9 FOR DETAILS) SUBBASE GRANULAR MATERIAL, TYPE B 4"
	PORTLAND CEMENT CONCRETE SIDEWALK, 5", SUBBASE GRANULAR MATERIAL, TYPE B 4"
	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8" SUBBASE GRANULAR MATERIAL, TYPE B 4"
	PORTLAND CEMENT CONCRETE SIDEWALK 8", SUBBASE GRANULAR MATERIAL, TYPE B 4"
	HMA SURFACE COURSE, MIX "D", IL-9.5, N70, 2"
	TACTILE/DETECTABLE WARNING SURFACE
	BRICK PAVERS
	PROPOSED TRASH RECEPTACLE
	PROPOSED BICYCLE RACK
	PROPOSED STATION PYLON MARKER
ELEC	ELECTRICAL CABINET ("ELEC" TEXT READS TOWARD THE DOOR-OPENING SIDE)

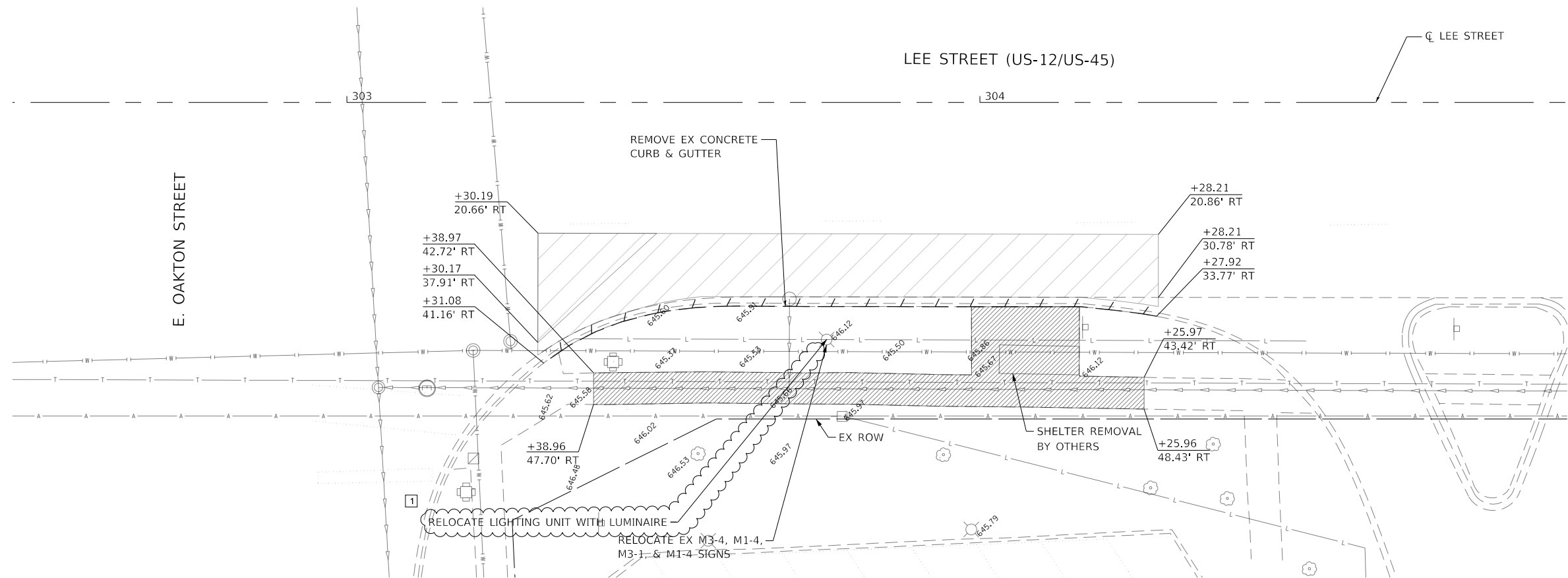
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		CHECKED -	REVISED -
Default	PLOT DATE = 5/21/2021	DATE -	REVISED -

PACE SUBURBAN BUS SERVICE
DEMPSTER STREET PULSE STATIONS

REMOVAL PLAN AND PROPOSED PLAN
WESTBOUND LEE STREET AND TOUHY AVENUE

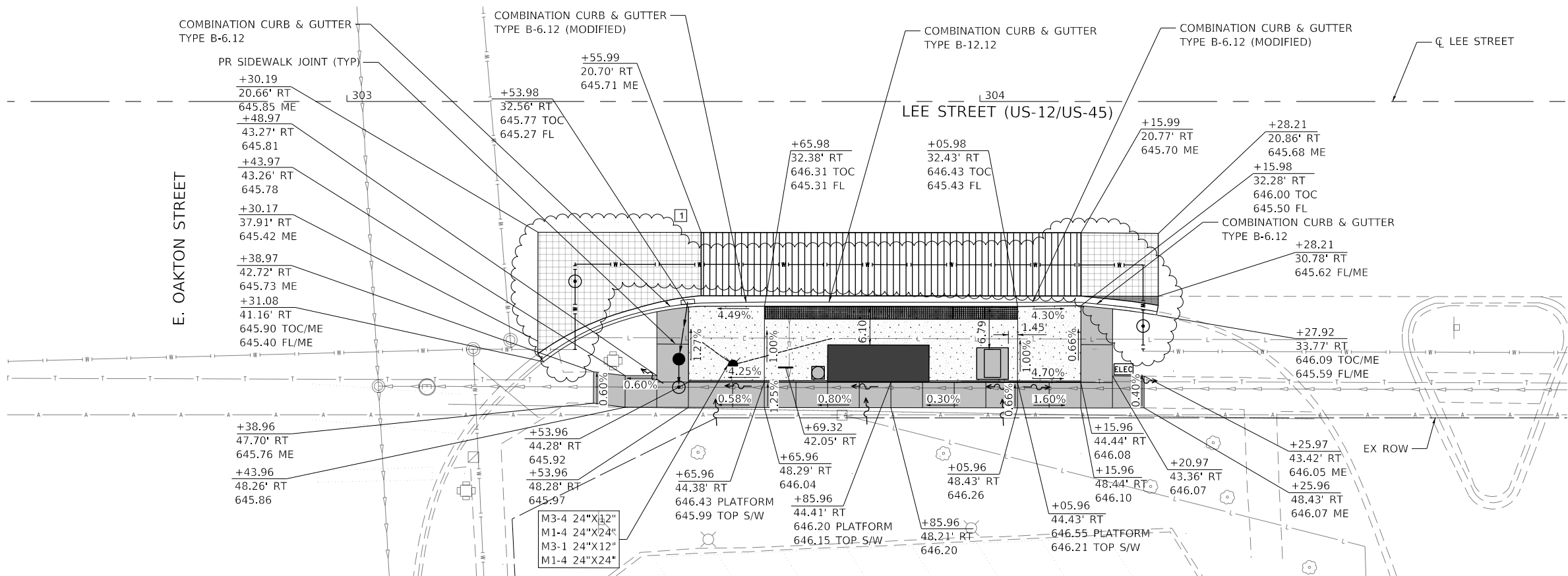
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COUNTY	TOTAL SHEETS	SHEET NO.
COOK	148	20



LEGEND	
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	REMOVE COMBINATION CONCRETE CURB AND GUTTER/CONCRETE CURB
	REMOVE HOT-MIX ASPHALT SURFACE, VARIABLE DEPTH
	REMOVE SIDEWALK
	REMOVE ASPHALT DRIVEWAY PAVEMENT
	REMOVE PCC DRIVEWAY PAVEMENT
	REMOVE TREE
	PROTECT TREE TRUNK TREE ROOT PRUNING PRUNE TREE
	REMOVE SAPLING
xxx.xx EXISTING ELEVATIONS	

EXISTING



LEGEND	
ME	MATCH EXISTING
①	4" WHITE LINE (10' LINE 30' SPACE)
②	6" WHITE LINE
③	PAVEMENT MARKING SYMBOLS
④	24" WHITE LINE
⑤	4" YELLOW LINE
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	HMA SURFACE COURSE, MIX "D", IL-9.5, N50, 2"
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	BRICK PAVERS
	PROPOSED TRASH RECEPTACLE
	PROPOSED BICYCLE RACK
	PROPOSED STATION PYLON MARKER
ELEC	ELECTRICAL CABINET ("ELEC" TEXT READS TOWARD THE DOOR-OPENING SIDE)

PROPOSED

FILE NAME =	USER NAME = BHHills	DESIGNED -	REVISED - 1 CONST. REV. 1 05-20-2021
NB LEE-MANNHEIM&slash;OAK		DRAWN -	REVISED -
		CHECKED -	REVISED -
Default	PLOT DATE = 5/21/2021	DATE -	REVISED -

PACE SUBURBAN BUS SERVICE
DEMPSTER STREET PULSE STATIONS

REMOVAL PLAN AND PROPOSED PLAN
NORTHBOUND LEE STREET-MANNHEIM ROAD AND OAKTON STREET

SCALE: 1"=10' SHEET 5 OF 30 SHEETS STA. TO STA.

COUNTY	TOTAL SHEETS	SHEET NO.
COOK	148	21

Attachment 2



**PACE SUBURBAN BUS SERVICE
DEMPSTER STREET PULSE STATIONS**

			COUNTY	TOTAL SHEETS	SHEET NO.
			COOK	148	22

CITY OF DES PLAINES

RESOLUTION R - 107 - 21

**A RESOLUTION APPROVING AN AGREEMENT WITH
PACE FOR THE INSTALLATION AND MAINTENANCE OF
PULSE STATIONS WITHIN THE CITY.**

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, 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, Pace ("**Pace**") is the Suburban Bus Division of the Regional Transportation Authority in the Chicago Metropolitan Area; and

WHEREAS, Pace desires to install a rapid transit network known as the Pulse Dempster Line, which includes several transit station bus stops and terminal stations ("**Pulse Stations**") on rights-of way within the City in order provide enhanced express bus service to commuters using the latest technology and a streamlined route design; and

WHEREAS, the City and Pace desire to enter into an agreement setting forth the parties' respective responsibilities and obligations regarding the Pulse Stations ("**Agreement**"); and

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

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: EXECUTION OF AGREEMENT. The City Manager and City Clerk are hereby authorized and directed 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 PACE Pulse Station Agreement

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (“Agreement”) is made by Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation, (“Pace”) and City of Des Plaines, an Illinois municipal corporation, (“City”). Pace and the City are sometimes individually referred to as a “Party” and collectively referred to as the “Parties” in this Agreement.

RECITALS

WHEREAS, Pace was established under the Regional Transportation Authority Act (70 ILCS 3615/1.01 et seq.) to aid and assist public transportation in the six-county northeastern Illinois area; and

WHEREAS, the City is a home rule unit organized and existing in accordance with Article VII, Section 6 of the Constitution of the State of Illinois (Ill. Const. art VII, § 6); and

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois (Ill. Const. art. VII, § 10) authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes and encourages intergovernmental cooperation; and

WHEREAS, the Parties are units of local government within the meaning of Article VII, Section 10 of the Constitution of the State of Illinois (Ill. Const. art. VII, § 10) and have the power and authority to enter into this Agreement; and

WHEREAS, Pace, at its sole cost and expense unless otherwise specified in this Agreement, intends to construct and maintain a certain rapid transit network known as the Pulse Dempster Line, which shall include transit station bus stops and terminal stations within the City (“Pulse Stations”); and

WHEREAS, a Pulse Station shall be on each of the following rights-of-way within the City: 1240 E. Touhy Avenue at the southeast corner of Touhy Avenue and Lee Street (“Touhy Eastbound Site”), 1205 E. Touhy Avenue at the northeast corner of Touhy Avenue and Lee Street (“Touhy Westbound Site”), 1599 Lee Street at the northeast corner of Lee-Mannheim and Oakton Street (“Oakton Northbound Site”), 1600 Lee Street at southwest corner of Lee-Mannheim and Oakton Street (“Oakton Southbound Site”), 1560 Miner Street at northeast corner of Miner Street and Pearson Street (“Des Plaines Metra Westbound Site”), and 3055 Mannheim Road at the northeast corner of Mannheim Road and Higgins Road (“Mannheim Northbound Site”) (collectively “Sites”); and

WHEREAS, a portion of the Pulse Station on the Mannheim Northbound Site shall be on certain real property located in the City at 3067 Mannheim Road (P.I.N. 09-33-305-011-0000) and currently owned by McDonald’s Corporation; and

WHEREAS, a transit shelter is currently located on the Oakton Northbound Site pursuant to an agreement between the City and IC&SC (“Existing Shelter”); and

WHEREAS, the City has the power and authority to grant rights and privileges with respect to rights-of-way within the City; and

WHEREAS, the Parties want to memorialize their respective rights and obligations with respect to the Sites.

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Effective Date.** This Agreement shall be in effect beginning on the date on which this Agreement is signed by Pace (“Effective Date”). If a Party signs this Agreement but fails to date its signature, the date that the other Party receives the signing Party’s signature on this Agreement shall be deemed to be the date that the signing Party signed this Agreement.

2. **Construction and Permits.** Pace, at its sole cost and expense, shall be responsible for the construction of each Pulse Station and for obtaining any necessary permits for the work; provided, however, the City shall waive all of its fees, costs, and charges for the permits.

3. **Removal of Existing Shelter.** Within 10 days after August 1, 2021, the City, at its sole cost and expense, shall cause the Existing Shelter to be removed. The removal of the Existing Shelter shall be a condition precedent to Pace commencing construction of the Pulse Station on the Oakton Northbound Site.

4. **Term.** This Agreement shall remain in effect for an initial term of 15 years following the Effective Date (“Initial Term”) and shall thereafter continue in full force and effect unless terminated in accordance with this Agreement.

5. **Fees.** In recognition and consideration of the many benefits that the Pulse Stations will provide to the City’s community, Pace shall not be obligated to pay to the City any fees, costs, or charges in connection with Pace’s use of the Sites.

6. **Ownership.** Each Pulse Station shall, at all times, be and remain the sole property of Pace. The City shall not assert any claim to or otherwise affect Pace’s ownership of any Pulse Station.

7. **Illinois Department of Transportation Forms.** Immediately upon its execution of this Agreement, the City shall complete the Illinois Department of Transportation’s Municipality Review of Permit Application attached as Exhibit A and Municipality Sidewalk and Shared-Use Path ADA and PROWAG Acceptance Letter attached Exhibit B and deliver them to Pace.

8. **Pulse Station Facilities.** Each Pulse Station shall include the following facilities: heated boarding platform, ramps, plastic bus curb, concrete bus pad, vertical marker pylon with real time sign, shelter(s), railings, electrical service cabinet, bicycle rack(s), trash receptacle(s), utility improvements and relocations, and appurtenances, except the Mannheim Northbound Site shall not include any bicycle racks.

9. **Community Expression Features.**

- (a) **Rear Shelter Panels.** At each Pulse Station, Pace, at its sole cost and expense, shall be responsible for the installation of rear shelter panels that are customized with the artwork of the City as depicted in the attached Exhibit C. The City represents and warrants to Pace that the City owns or has the unrestricted right to use any design, artwork, graphic, logo, copyright, trademark, service mark, trade name, statement, name, photograph, portrait, picture, or illustration and other intellectual property related to the artwork depicted in the attached Exhibit C.

- (b) Landscaping. Pace, at its sole cost and expense, shall be responsible for the installation of landscaping at the Pulse Station on the Des Plaines Metra Westbound Site only.
- (c) Steel Railings and Fencing. Pace, at its sole cost and expense, shall be responsible for the installation of steel railings and fencing as depicted in the attached Exhibit D (“Steel Railings and Fencing”) along the backside of the Pulse Station on the Des Plaines Metra Westbound Site only.

10. **Maintenance, Repair, and Replacement.**

- (a) Except as otherwise provided in (b) and in paragraph 11, Pace, at its sole cost and expense, shall be responsible for the maintenance, repair, and replacement of each Pulse Station; provided, however, Pace, in its sole discretion, shall determine whether or not a Pulse Station or any portion thereof requires repair or replacement. If Pace determines that a rear shelter panel requires replacement, Pace, in its sole discretion, may install a replacement rear shelter panel that is not customized with the artwork of the City.
- (b) The City, at its sole cost and expense, shall be responsible for the maintenance, repair, and replacement of the landscaping and the Steel Railings and Fencing at the Pulse Station on the Des Plaines Metra Westbound Site. In the absence of the City’s maintenance, repair, and/or replacement, Pace may perform or cause to have performed the work in which event the City shall be responsible for the actual cost thereof.

11. **Utilities**. Pace shall be responsible for the payment of all utility charges for each Pulse Station. The City, at its sole cost and expense, shall be responsible for the maintenance and repair of all City-owned utilities, which shall, at all times, be the sole property of the City regardless of whether they were relocated in connection with the construction of a Pulse Station.

12. **Indemnification**. Pace shall indemnify and defend the City from and against all liabilities, losses, suits, claims, judgments, fines, or demands of any kind and nature suffered or incurred by the City for any injury, damage, or loss arising from, related to, or caused by Pace’s use of the Sites; provided, however, Pace shall not be liable for any injury, damage, or loss arising from, related to, or caused by the intentional or negligent acts or omissions of the City, any third party, or their respective directors, officers, employees, and/or agents.

13. **Insurance**. Upon the City’s written request, Pace shall furnish to the City a Certificate of Insurance evidencing Pace’s general liability insurance coverage and naming the City and the Illinois Department of Transportation as additional insureds. Pace, as a governmental entity, has self-insured limits and shall require all of its contractors and subcontractors performing Pulse Station-related construction and maintenance work at the Sites to obtain insurance that meets the requirements outlined in the attached Exhibit E. Pace, who shall be named as an additional insured on each such contractor’s policies, shall make a good faith effort to have the City named as an additional insured on those policies. Upon Pace’s written request, the City shall furnish to Pace a Certificate of Insurance evidencing the City’s general liability insurance in such amounts as required by the Illinois Department of Transportation and naming the Illinois Department of Transportation as an additional insured and certificate holder.

14. **Termination.**

- (a) Pace may terminate this Agreement at any time, when in Pace's best interest, by providing the City with written notice of termination. The termination shall be effective on the date on which the notice is deemed effective pursuant to paragraph 25.
- (b) After expiration of the Initial Term, a Party may terminate this Agreement upon 90 days' advance written notice to the other Party. The termination shall be effective on the 90th day following the date on which the notice is deemed effective pursuant to paragraph 25.
- (c) Upon termination of this Agreement, Pace, at its sole cost and expense and as soon as practicable, shall be responsible for the removal of each Pulse Station and the restoration of each Site to substantially the same condition as existed on the Effective Date, excluding ordinary wear and tear; concrete bus pads; utility improvements and relocations; and sidewalks, brick pavers, shared-use paths, and associated ADA and PROWAG-related items. The City shall allow Pace to continue to use the Sites for purposes of the removal and restoration work. In no event shall Pace be obligated to reinstall the Existing Shelter or to purchase and/or install a transit shelter on the Oakton Northbound Site to replace the Existing Shelter.

15. **Compliance with Laws.** The Parties shall comply with all local, state, and federal laws, statutes, ordinances, rules, and regulations applicable to this Agreement, including but not limited to section 2-105(A)(4) of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)).

16. **Headings.** The headings contained in this Agreement are for reference and convenience only and shall not affect the meaning or interpretation of this Agreement.

17. **Waiver.** Failure of a Party to exercise any right or pursue any remedy under this Agreement shall not constitute a waiver of that right or remedy.

18. **Binding Effect.** This Agreement shall be binding upon the Parties and their respective directors, officers, employees, agents, representatives, successors, and approved assigns.

19. **Entire Agreement.** This Agreement, including the introductory Recitals and any attached exhibits, which are hereby incorporated into and made a part of this Agreement, constitutes the entire agreement between the Parties and supersedes any prior written or oral understandings, agreements, or representations between the Parties that may have related in any way to the subject matter of this Agreement, and no other written or oral warranties, inducements, considerations, promises, or interpretations, which are not expressly addressed in this Agreement, shall be implied or impressed upon this Agreement.

20. **Conflict.** In the event of a conflict or ambiguity between the terms and conditions of this Agreement and any exhibit to this Agreement, the terms and conditions of this Agreement shall control.

21. **Survival.** Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall be deemed to survive termination or expiration of this Agreement.

22. **Severability**. If any provision of this Agreement is held invalid or unenforceable by an Illinois court of competent jurisdiction, such provision shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

23. **Assignment**. No Party shall assign, delegate, or otherwise transfer all or part of its rights and obligations under this Agreement without the prior written consent of the other Party.

24. **Amendment**. No changes, amendments, or modifications to this Agreement shall be valid unless in writing and signed by the duly authorized signatory of each Party.

25. **Notice**. Any notice under this Agreement shall be in writing and shall be given in the following manner:

- (a) by personal delivery (deemed effective as of the date and time of delivery); or
- (b) by commercial overnight delivery (deemed effective on the next business day following deposit of the notice with a commercial overnight delivery company); or
- (c) by registered or certified mail, return receipt requested, with proper postage prepaid (deemed effective as of the second business day following deposit of the notice in the U.S. mail).

Business days are defined as Monday through Friday, excluding federal holidays. Business hours are defined as 8:00 a.m. to 5:00 p.m. Central Time on Monday through Friday, excluding federal holidays. The notice shall be addressed as follows or addressed to such other address as either Party may from time to time specify in writing to the other Party:

If to Pace:

Pace, the Suburban Bus Division of the RTA
550 W. Algonquin Road
Arlington Heights, IL 60005
Attention: Executive Director

With copy to:

Pace, the Suburban Bus Division of the RTA
550 W. Algonquin Road
Arlington Heights, IL 60005
Attention: General Counsel

If to the City:

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

With copy to:

Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, IL 60654
Attention: Stewart J. Weiss

26. **Governing Law, Jurisdiction, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflicts of law, and the Parties shall submit to the exclusive jurisdiction and venue of the state courts of Cook County, Illinois for any dispute arising out of or related to this Agreement.

27. **Interpretation.** The word “shall” when used in this Agreement is mandatory and not permissive.

28. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

29. **Signature.** A signature to this Agreement that is transmitted by facsimile or scanned and transmitted electronically shall be deemed an original signature for purposes of this Agreement.

30. **Authorization.** The signatories to this Agreement represent and warrant that they have full authority to sign this Agreement on behalf of the Party for whom they sign.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized signatory on the dates below.

PACE

CITY

By: _____
Signature

By: _____
Signature

Print Name: Rocco L. Donahue

Print Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

EXHIBIT A



Illinois Department of Transportation

Division of Highways/District 1
201 West Center Court/Schaumburg, Illinois 60196-1096

MUNICIPALITY REVIEW OF

PERMIT APPLICATION

To assure that municipality officials are aware of State highway permit work requested within their municipality limits, we require acknowledgement of State Highway Permit Applications by a municipal official. The following statement must be completed and returned to the address above before a State Highway Permit will be issued.

The undersigned acknowledges that the municipality is aware that a State Highway Permit has been requested by

(company or individual)

for construction at _____

(address of permit work)

in the municipality of _____

Signed _____

(Municipality Representative)

(Title)

(Date)

s:\wp\permits\misc\forms\munirev.doc

EXHIBIT B

Municipality Sidewalk and Shared-Use Path ADA and PROWAG Acceptance Letter

Upon completion of the permitted work, _____
(Describe work)

at _____, associated with permit number _____, the
(Physical Address / Location) (Permit Number, to be filled in by IDOT)

_____ of _____, _____ accepts the long term
(Village, City, etc.) (State)

responsibility for the administration, control, reconstruction, and maintenance of the sidewalk, brick
pavers, and/or shared-use path and ADA and PROWAG related items associated with the
aforementioned work on the right-of-way of the State Highway known as _____
Route _____, in _____ County, in accordance with the "ADA Standards for Accessible
Design" guidebook and the "Public Right-of-Way Accessibility Guidelines" (PROWAG), within the public
right of way and along the frontage of the above address(es) / location(s).

(Municipality Representative Name)

(Municipality Representative Title)

(Municipality Representative Signature)

(Date)

REVISED 03/21/19

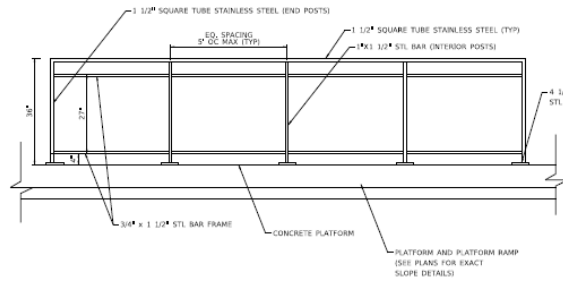
EXHIBIT C



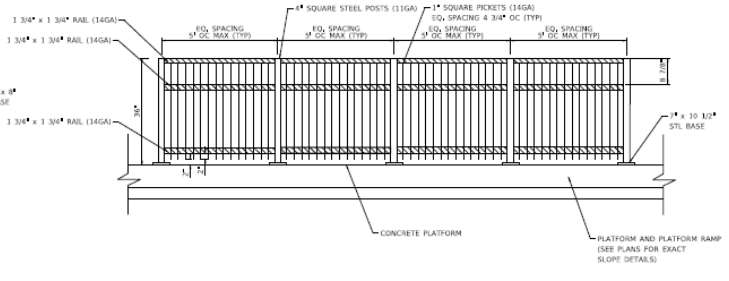
City of Des Plaines Shelter Panels - Mock-up showing Rear panels

Scale: 1"=1'
0
1'
2'

EXHIBIT D

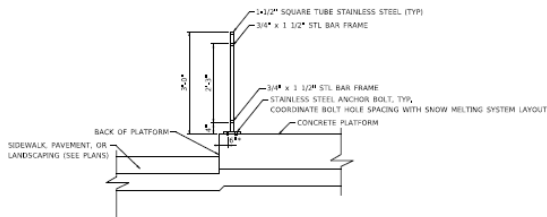


PLATFORM RAILING DETAIL (TYPICAL)
N.T.S.



STEEL FENCE DETAIL
(DES PLAINES METRA STATION)
N.T.S.

NOTE:
SEE SPECIFICATIONS FOR HOT-DIP
GALVANIZING AND PAINTING REQUIREMENTS.



TYPICAL PLATFORM RAILING SECTION
N.T.S.

*ANCHOR BOLTS FOR STEEL FENCE SHALL BE SIMILARLY POSITIONED
FROM THE BACK EDGE OF THE CONCRETE PLATFORM

FILE NAME = USER = JHT-CTHALL-W-01	JOB NAME = 090201	DESIGNED	BY BH	REVIEWED	-	PACE SUBURBAN BUS SERVICE DEMPSTER STREET PULSE STATIONS	PROJECT DETAILS RAILING AND STEEL FENCE DETAILS	COUNTY TOTAL SHEET CODE 140 103
		DRAWN	BY BH	REVIEWED	-			
PLT SCALE = 3/4" = 1'-0" PLT DATE = 11-13-2009	PLT SCALE = 3/4" = 1'-0" PLT DATE = 11-13-2009	CHECKED	BY BH	REVIEWED	-	SCALE: NONE SHEET 2 OF 8 SHEETS	TO 07A	
		DATE	11-13-2009	REVIEWED	-			

EXHIBIT E

Insurance Requirements

Contractor shall obtain insurance coverage required by this exhibit and maintain such coverage for the term of Contractor's contract ("Contract") with Pace, the Suburban Bus Division of the Regional Transportation Authority ("Pace"), plus two additional years. If Contractor's warranty and/or a materials warranty applies to this Contract and extends beyond two years from the term of this Contract, evidence of insurance coverage shall be for the entire length of Contractor's warranty or the materials warranty, whichever is greater. All insurers must maintain a rating of A-VII or better as rated by A. M. Best Company.

Contractor shall insert the substance of this exhibit in Contractor's contracts with subcontractors and independent contractors performing work in connection with this Contract ("Subs/Independents") and shall require all Subs/Independents to provide and maintain the insurance required by this exhibit. It is Contractor's sole responsibility to ensure that the insurance coverage of the Subs/Independents meets or exceeds the insurance coverage required by this exhibit.

Prior to Contract award and within five business days of Pace's written request, Contractor shall provide Pace with the Certificate of Insurance and endorsements required by this exhibit for Pace's approval. Pace must approve of Contractor's evidence of insurance coverage required by this exhibit prior to Contractor commencing work under this Contract. Contractor's failure to provide the evidence of insurance coverage required by this exhibit may result in a not responsible determination against Contractor as solely determined by Pace. Any failure by Pace to demand or receive proof of insurance coverage or to identify a deficiency in the evidence of insurance coverage provided shall not constitute a waiver of Contractor's obligation to obtain the insurance required by this exhibit.

The provisions of this exhibit, including the required minimum insurance coverages, in no way limit Contractor's responsibilities under other provisions of this Contract, including the indemnification provision in this Contract. Contractor's failure to carry, maintain, and/or document the insurance required by this exhibit shall constitute a breach of this Contract.

☒ **Evidence of Insurance** shall be on Acord 25 (or equivalent) Certificate of Insurance form and shall evidence all insurance coverage, limits, and endorsements required by this exhibit. Prior to the renewal date of each insurance policy required by this exhibit, Contractor shall provide Pace with an updated Certificate of Insurance by email to insurancecert@pacebus.com.

Contractor shall include with the Certificate of Insurance submitted to Pace: "Additional Insured" endorsements (CG 20 10, CG 20 37, CG 20 26 {Commercial General Liability}, and CA 20 48 {Automobile Liability}) and other policy endorsements required by this exhibit, including WC ISO WC 00 03 13.

"Other Insurance" policy clause shall be shown on the Certificate of Insurance with the following wording: "This insurance is primary, non-contributory, and not excess of any other insurance of Pace, the Suburban Bus Division of the RTA, and the Illinois Department of Transportation (if so required by IDOT)." This applies to all insurance policies where Additional Insured status is a requirement of this exhibit.

Waiver of subrogation must be shown on the Certificate of Insurance.

Additional Insured shall be shown on the Certificate of Insurance as the “Regional Transportation Authority (RTA),” “Pace, the Suburban Bus Division of the RTA,” and the “Illinois Department of Transportation” (if so required by IDOT).

The Certificate of Insurance must disclose all deductibles or self-insured retentions, as applicable.

The insurance required by this exhibit shall provide for written notice of policy cancellation to Pace’s Insurance Liaison at least 30 days prior to the effective date of such cancellation.

The Certificate Holder shall be shown on the Certificate of Insurance as:

Pace, the Suburban Bus Division of the Regional Transportation Authority
Attention: Insurance Liaison
550 W. Algonquin Road
Arlington Heights, IL 60005

Insurance Coverages:

Minimum insurance requirements for this Contract are identified in those paragraphs below marked with an ☒:

- ☒ **Business Automobile Liability Insurance** affording the following coverage and limits: combined single limit of \$1,000,000 each accident for bodily injury and property damage liability arising from owned, non-owned, and hired vehicles. The policy shall name the Regional Transportation Authority (RTA), Pace, the Suburban Bus Division of the RTA, and the Illinois Department of Transportation (if so required by IDOT) as Additional Insured by endorsement to the policy.
- ☒ **Commercial General Liability Insurance (Broad Form)** affording the following coverage and limits: Each Occurrence-\$1,000,000; General Aggregate-\$2,000,000; Products/Completed Operations Aggregate-\$2,000,000; and Personal & Advertising Injury-\$1,000,000. The policy shall be written on an ISO CG 00 01 (or equivalent) and shall name the Regional Transportation Authority (RTA), Pace, the Suburban Bus Division of the RTA, and the Illinois Department of Transportation (if so required by IDOT) as Additional Insured by endorsement to the policy.
- ☒ **Workers’ Compensation and Employer’s Liability Insurance** affording the following coverage and limits: Coverage A-Statutory Benefits and Coverage B-Employer’s Liability-\$500,000 Each Accident, \$500,000 Disease-Each Employee, \$500,000 Disease-Policy Limit. Executive officers, sole proprietors, general contractors utilizing independent contractor labor, and others not required by the Illinois Workers’ Compensation Act to obtain workers’ compensation insurance coverage shall execute a hold harmless agreement provided by Pace.
- ☒ **Umbrella Liability Insurance** affording the following coverage and limits: \$5,000,000 each occurrence and \$5,000,000 aggregate. The insurance shall provide coverage at least as broad as each of the underlying policies.
- ☒ **Waiver of Subrogation**
Contractor and its insurer shall waive any rights of subrogation that they have against Pace, the Regional Transportation Authority (RTA), and the Illinois Department of Transportation (if so required by IDOT) and, in connection therewith, Contractor’s insurance policies required under this exhibit shall include a waiver of subrogation clause or endorsement.



FIRE DEPARTMENT

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

MEMORANDUM

Date: June 3, 2021
To: Michael Bartholomew, City Manager
From: Daniel Anderson, Fire Chief *DA*
Subject: Purchase of Extrication Equipment

Issue: The Fire Department needs to replace its current hydraulic extrication equipment with modern electric extrication tools, commonly referred to as E-Tools. The existing hydraulic equipment is in some cases approaching 15 to 20 years of age. The tools are cumbersome and require a hydraulic power unit along with hydraulic hose lines to the tools. The Fire Department had received approval in the FY2020 budget to replace the tools, however those funds were held due to COVID related financial concerns. The Fire Department FY2021 Budget includes \$75,000 for the purchase of replacement extrication equipment.

Analysis: There are only a limited number of extrication equipment manufacturers, each with varying capabilities and components. The Fire Department conducted an evaluation of the four major extrication tool companies as part of its FY2020 plan to purchase. The same four companies were again evaluated earlier this year to identify any new tools, options or features that may have been introduced since our initial review. The equipment review evaluation memorandum is attached which provides more detail and recommendation.

Genesis Rescue Systems tools were determined to be the most appropriate for our operations. The manufacturer of Genesis Rescue Systems has a number of authorized dealers throughout the country and are part of the Houston Galveston Area Cooperative ("HGAC"). Equipment Management Company ("EMC") has provided a price for the compliment of tools the Fire Department is seeking to purchase in the amount of \$81,689.00 and is the regional distributor of Genesis Rescue Systems. The pricing EMC has offered is consistent with or lower than the pricing structure of their HGAC agreement. The EMC price did not include shipping.

The Foreign Fire Insurance Tax Board (FFIB") has approved funding not to exceed \$7,200 to be used towards the purchase of the extrication equipment.

Recommendation: I recommend the City Council waive the bidding process and approve the purchase of Genesis Rescue Systems extrication tools from Equipment Management Company of Channahon, Illinois for an amount not to exceed \$82,200 including shipping. The City will contribute \$75,000 and the FFIB will contribute up to \$7,200. City portion source funding will be from the Fire Department Emergency Services Budget Equipment Account (100-70-710-8015).

Attachments:

Attachment 1 - FFIB Approval Document
Attachment 2 - Equipment Assessment Memorandum
Attachment 3 - Equipment Quote
Resolution R-109-21

Des Plaines Fire Department

Foreign Fire Tax Expenditure Proposal Form

The following form must be completed and submitted for any and all expenditures proposed by members of the Des Plaines Firemen's Association and will be evaluated for compliance and adherence to the parameters expressed by state law, specifically Chapter 24, paragraph 11-10-2:

"As part of the annual municipal audit, these funds shall be audited to verify that these purchases are for the maintenance, use, and benefit of the department."

Fillable Form or Print

Date: 4/29/2021

Proposed by: Lt. Iorio

Nature of Expenditure: ☒ Firefighting / EMS needs
 ☐ In-Station / Personnel needs
 ☐ Other

Brief Explanation of Expenditure:

Joint purchase between the Fire Department and FFT for battery powered extrication tools for T61 and S63.

Goal and/or Objective:

Purchase of Genesis battery powered extrication tools

Foreign Fire Tax Expenditure Proposal Form – continued

Please provide at least three (3) estimates showing both cost and provider:

1. EMC Fire total is \$82,189.00 including \$500 freight. FFT amount is \$7,189.00

2. n/a

3. n/a

If less than three, please explain: (for example, Sole supplier)
Sole source supplier

Detail any maintenance, service or repair contracts or warranty information and associated costs.

* Annual tool maintenance costs are estimated at \$175 per tool

* A one year manufactures warranty is included

* Costs associated with this purchase would be the price of replacement batteries when needed, generally budgeted for in year three

Discuss and/or explain how this expenditure is "... for the maintenance, use and benefit" of the Des Plaines Fire department.

Attached is the Fire Department Memorandum letter of explanation from 4/17/21

Additional information: Please add or attach any supportive documentation, i.e. photos, drawings, correspondence, etc., for consideration by the committee.

Attached is EMC Fire tool quote #B58920-B

IMPORTANT: Incomplete forms will NOT be considered.

Signature: Mike Iorio Digitally signed by Mike Iorio
Date: 2021.05.02 12:20:34 -05'00' Date: 5/2/2021

SUBMIT FORM

Des Plaines Foreign Fire Insurance Tax Board Department Approval Form

In accordance with the City of Des Plaines Ordinance M-6-96, Section (C) "All expenditures by the Board shall be in accordance with all City of Des Plaines ordinances (see Ordinance M-7-96), concerning the expenditures of monies." Ordinances M-6-96, Section 2-12-14, (G) states, in part, "Any expenditures made by the treasurer, pursuant to the order of the Board shall be solely for the maintenance, use and benefit of the Des Plaines Fire Department."

On 5/3/2021 the Des Plaines Foreign Fire Insurance Tax Board approved the purchase of:
Item # 469 - Lt. Torio - Joint purchase for Genesis extrication
equipment. City portion - \$75,000. FFTX -
in the amount of \$7,200.

This item and/or service is to be located at Fire Station(s) # _____.

This item and/or service is to be placed on apparatus # S63 + TW61

If costs such as maintenance agreements, supplies or monthly service charges etc., are associated with this purchase, the (check one) ☒ Department; _____ Foreign Fire Insurance Tax Board, will be responsible for ongoing costs.

Approved  Denied _____ Date 5-3-21
Dan Anderson, Fire Chief

If applicable, reason for Chief's denial of item(s) and/or service into Fire Station(s):

Please attach copies of (3) proposals or copies of all qualified bids received (if amount is in excess of \$15,000.00).

If less than (3) proposals or bids are obtained, please state reason(s):
EMC Fire is sole supplier for Genesis extrication equipment.

If lowest bid(s) are not accepted, please state reason(s):
n/a


Board Member Signature


Board Member Signature

MEMORANDUM

Date: 04/17/21

To: DC Banker

From: Lt Iorio

Subject: E-Tool purchase request

Issue: We are requesting final approval for the purchase of modern battery powered electric extrication tools, also known as "E-tools". Our current extrication tools are out dated and have exceeded the manufactures recommended life expectancy. They require a separate hydraulic pump and hoses to function, therefor making these tools cumbersome and slower to operate at an emergency incident. E-tools will allow for a more rapid tool deployment, therefore shortening the timeframe for beginning auto and machinery extrications. E-tools do not require a pump and hose combination, as these components are integrated in the tool making them one complete unit. Unlike our current tools, E-tools can also be utilized more readily at structure fires to force open reinforced doors, remove window bars and even assist in emergency firefighter RIT operations.

Analysis: In early 2020, our department conducted testing and had four tool manufacturer representatives perform a hands-on demonstration of their E-tools. This took place at a local salvage yard and included cutting, pulling and spreading two different types of passenger vehicles. Each manufacturer was allowed a total of four hours for demonstrations and actual hands on tool usage.

We included fire department members with various job-related experience and age, attempting to obtain fair reviews. For consistency, on the testing dates we had eight participating fire department members who were able to attend both testing days and evaluate each tool. Each participating member completed an evaluation packet and was asked to grade and comment on a total of six categories, with four being numerically rated using a 1-5 scale.

The *four numeric graded categories* included:

- Sales company/Person
- Spreader
- Cutter
- Ram

The *two non-numeric categories* include items such as batteries and other general after purchase information. Additionally, several other fire department members attended the demonstration but could only be there for one or the other days, not both. These evaluation scores were calculated separately than the others so they would not skew the results.

Recommendation: At the end of the evaluation process, Genesis brand received the highest numerical scores and received the most positive written reviews among the evaluators.

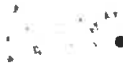
The results were as follows per category:

	Sales Demo	Spreader	Cutter	Ram	TOTAL POINTS
<u>GENESIS</u>	*34	*156	*157	*134	<u>*481</u>
<u>HOLMATRO</u>	*30	*134	*124	*132	<u>*420</u>
<u>AMKUS</u>	*22	*140	*136	*98	<u>*396</u>
<u>HURST</u>	*23	*116	*120	*130	<u>*389</u>

The Genesis brand received the highest numerical score at **481 points** and received positive written reviews among the evaluators.

Some benefits to the Genesis E-tool System include:

- Comparing “like” equipment, the Holmatro PCU50 cutter has an opening of 1” less than that of the selected C236 and a lower NFPA (CLR) Cutter Level Rating. This is the performance equivalent of the Genesis C195, which is less expensive.
- Other manufactures do not offer a replaceable blade insert like Genesis, which is an advantage for performance and a way of reducing overall maintenance costs. Additionally, the Genesis blades are made from forged steel. Unlike the others which use a machined steel blade. The forged blades are less likely to experience catastrophic blade failure when cutting the Ultra High Strength Steel (UHSS) found in every modern automobile.
- During the evaluation, we found that the 17” size on the Genesis combi tool is much better for performance when being used for extrication and forcible entry challenges.
- The price quote includes the RIT forcible entry tips for use with this tool, which are only offered by the Genesis brand. Additionally, the TNG stabilizer plates used on Genesis spreaders to safely lift vehicles are proprietary and included in quote.
- Genesis uses the non-proprietary Milwaukee M28 battery and has been since their release in 2010. It is also the same battery used on all Milwaukee HD Series power tools, making battery replacement more cost effective.



- After evaluating other tools, the Genesis seems faster, better balanced and has a 360-degree rotating handle, which makes operator tool positioning more ergonomic.
- Surrounding departments using the Genesis tools include Elk Grove Village, Niles, Skokie, Rosemont, Mount Prospect, Morton Grove and Schiller Park. Any mutual aid response to a complex incident will involve departments responding with “like” equipment and the same batteries. This will make interoperability much more attainable.

Final recommendation: Due to the finding of the evaluation process, the group recommends the purchase of Genesis E-tools for the Des Plaines Fire Department.

Sincerely,

Lt. Mike Iorio

Genesis 1 of 2

Sales Order B58920-B**Order Date 02/08/21**

22824 West Winchester Dr
Channahon, IL 60410 USA

Customer DESPLA

Phone: 815/467-8762

Fax: 815/467-8763

Bill To:

www.emcfire.com

Ship To:

DES PLAINES FIRE DEPT.

405 S. RIVER ROAD

DES PLAINES, IL 60016

USA

DES PLAINES FIRE DEPT.
405 S. RIVER ROAD
DES PLAINES, IL 60016
USA

THIS IS A BID/ESTIMATE

Customer	Ship Via	F.O.B.	Terms	Purchase Order Number	Salesperson	Reference No.
DESPLA	Best way	ORIGIN	1% 10, Net 20 Days	2021 QUOTE	KSEA	
Quantity		Item Number	Unit of Measure	Required Date	Unit Price	
Order	Ship	B.O.	Item Description	Discount %	Tax	Extended Price
2.00	0.00	ONSITE	MISC EACH 02/08/21	10708.00		21416.00
			GENESIS C236 CUTTER eFORCE WITH NXTgen BLADE INSERTS	N		
1.00	0.00	ONSITE	MISC EACH 02/08/21	10458.00		10458.00
			GENESIS S44 eFORCE SPREADER (24")	N		
1.00	0.00	ONSITE	MISC EACH 02/08/21	10953.00		10953.00
			GENESIS eFORCE 28" SPREADER	N		
2.00	0.00	ONSITE	MISC EACH 02/08/21	8953.00		17906.00
			GENESIS 22/54 TELESCOPIC RAM eFORCE	N		
2.00	0.00	ONSITE	MISC EACH 02/08/21	10508.00		21016.00
			GENESIS 17c COMBI TOOL WITH BRUTE TIPS	N		
2.00	0.00	ONSITE	MISC EACH 02/08/21	0.00		0.00
			GENESIS 3-BANK CHARGING SYSTEM FREE PER KS	N		
4.00	0.00	ONSITE	MISC EACH 02/08/21	280.00		1120.00
			RAPID INTERVENTION AND FORCIBLE ENTRY TIPS FOR COMBI	N		
8.00	0.00	ONSITE	MISC EACH 02/08/21	0.00		0.00
			MILWAUKEE M28 5ah SPARE BATTERY- FREE PER KSEARS	N		

(Continued)

Customer Original (Reprinted)

Page 1



Genesis 2 of 2

Sales Order B58920-B

Order Date 02/08/21

22824 West Winchester Dr
Channahon, IL 60410 USA

Customer **DESPLA**

Phone: 815/467-8762

Fax: 815/467-8763

Bill To:

DES PLAINES FIRE DEPT.
405 S. RIVER ROAD
DES PLAINES, IL 60016
USA

www.emcfire.com

Ship To:

DES PLAINES FIRE DEPT.
405 S. RIVER ROAD
DES PLAINES, IL 60016
USA

THIS IS A BID/ESTIMATE

Customer	Ship Via	F.O.B.	Terms	Purchase Order Number	Salesperson	Reference No.
DESPLA	Best way	ORIGIN	1% 10, Net 20 Days	2021 QUOTE	KSEA	
Quantity		Item Number	Unit of Measure	Required Date	Unit Price	
Order	Ship	B.O.	Item Description	Discount %	Tax	Extended Price
1.00	0.00	ONSITE	MISC EACH 02/08/21	0.00		0.00
			FREIGHT FOR DELIVERY - TO BE DETERMINED	N		
2.00	0.00	ONSITE	MISC EACH 02/08/21	795.00		1590.00
			TL-9 LIFITNG STABILIZER PLATE FOR S44 AND S49 SPREADERS	N		
2.00	0.00	ONSITE	MISC EACH 02/08/21	765.00		1530.00
			110v TETHERING POWER SUPPLY	N		
1.00	0.00	ONSITE	MISC EACH 02/08/21	-4300.00		-4300.00
			GENESIS VOLUME DISCOUNT/NEW CUSTOMER	N		
FACTORY CONCESSION						
AUTHORIZED BY J.SIKITA AND G. KLAUS ENDORSED BY RSM K. SEARS						
Non Taxable Subtotal						81689.00
Taxable Subtotal						0.00
Tax						0.00
Total Order						81689.00

Print Date: 03/18/21 5:49 PM

Customer Original (Reprinted)

AS written

Page 2

CITY OF DES PLAINES

RESOLUTION R - 109 - 21

**A RESOLUTION APPROVING THE PURCHASE OF
GENESIS RESCUE SYSTEMS EXTRICATION TOOLS
FROM EQUIPMENT MANAGEMENT COMPANY.**

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

WHEREAS, the City has appropriated funds for use by the Fire Department in the Equipment Replacement Fund for the purchase of extrication tools and associated accessories including, but not limited to, spreaders, combi-tools, tips, and power supplies (collectively, the “*Equipment*”); and

WHEREAS, the Des Plaines Foreign Fire Insurance Tax Board has approved funding to the City of \$7,200 to be used toward the purchase of the Equipment; and

WHEREAS, after significant research of prices, including prices offered through HGACBuy, a national purchasing cooperative, the Fire Department obtained a quote from Equipment Management Company in Channahon, Illinois (“*Vendor*”) for the Equipment that beats the lowest price available from HGACBuy; and

WHEREAS, Vendor has offered the City a not-to-exceed price of \$81,689 for the Equipment; and

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

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

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

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

SECTION 3: APPROVAL OF PURCHASE. The City Council hereby approves the purchase by the City of the Equipment from the Vendor in a total not-to-exceed amount of \$82,200.

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 Apparatus from the Vendor in a total not-to-exceed amount of \$82,200.

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

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Res Approving Purchase Contract for FD Extrication Equipment 2021



CITY MANAGER'S OFFICE

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5488
desplaines.org

MEMORANDUM

Date: June 10, 2021
To: Mayor Goczkowski and Aldermen of the City Council
From: Michael G. Bartholomew, City Manager *MB*
Subject: Lobbyist Services with Liz Brown-Reeves Consulting

Issue: The City seeks continued representation in Springfield on important legislative matters. The FY 2021 Budget includes funding for professional services associated with retaining lobbyists to represent the City of Des Plaines in Springfield and before other State agencies.

Analysis: Liz Brown-Reeves Consulting will provide lobbyist services for the City on important matters affecting Des Plaines and will advocate on behalf of the City before the General Assembly, the Governor's Office, and other State Departments and agencies.

Recommendation: I recommend that the City retain the services of Liz Brown-Reeves Consulting for the period of July 1, 2021 through September 30, 2021 at a cost of \$6,000 per month.

Attachments: Resolution R-112-21
Exhibit A – Firm Background & Contractual Agreement

CITY OF DES PLAINES

RESOLUTION R - 112 - 21

**A RESOLUTION APPROVING AND AUTHORIZING THE
EXPENDITURE OF FUNDS PURSUANT TO A PROPOSAL
FROM LIZ BROWN-REEVES CONSULTING FOR
INTERGOVERNMENTAL AND LEGISLATIVE
ADVOCACY SERVICES.**

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

WHEREAS, the City has appropriated funds for the procurement of advocacy services to promote and represent the City's interests to the Illinois General Assembly, office of the Illinois Governor, and other State of Illinois departments and agencies ("**Services**") during the 2022 fiscal year; and

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

WHEREAS, Liz Brown-Reeves Consulting ("**Consultant**") submitted a proposal ("**Proposal**") to perform the Services over a three-month term in the amount of \$6,000 per month; and

WHEREAS, the City desires to retain Consultant to perform the Services at the price proposed; and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve the Proposal and retain Consultant for a three-month term;

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 PROPOSAL. The City Council hereby approves the retention of the Consultant for the Services and approves the Proposal in substantially the form attached to this Resolution as **Exhibit A**.

SECTION 3: AUTHORIZATION TO EXPEND FUNDS. The City Council hereby authorizes the expenditure of \$6,000 per month for a three-month term for a total not-to-exceed amount of \$18,000 pursuant to the Proposal.

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



FIRM BACKGROUND

LBR Consulting was founded twelve years ago on the idea that a government relations/ legislative relations company could have genuine personal relationships and produce results at the same time. With this approach, Liz has been proud to have successfully represented numerous outstanding businesses, associations, and nonprofit organizations.

Liz Brown-Reeves was named Best Contract Lobbyist in 2019 and 2016. Capitol Fax is the go-to daily political newsletter covering Illinois politics.

Liz Brown-Reeves Consulting, Inc. is a company that focuses on legislative assistance and support services. The nuts and bolts of LBR Consulting are lobbying and government relations. Liz Brown-Reeves knows the legislative process inside and out from the perspective of former legislative director and staff, policy expert with backgrounds in political work, substantive bill analysis, budgetary negotiations, press and media relations and general lobbying.

Liz is able to bring a unique perspective to the lobbying world with relationships in business and labor, House and Senate, Democrat and Republican, Legislative and Administrative – Liz covers all sides of the lobbying world.

RESULTS

Some of the successes that Liz Brown-Reeves has been able to accomplish:

- Lead Lobbyist for Legalize Illinois- legalizing adult use recreational cannabis in the State of Illinois.
- Inclusion of \$1 million to FY 21 Illinois State Budget for corn/ethanol research
- Passage of SB 19 prohibits further privatization of state prison nurses.
- Passage of SB2418, the Future Energy Jobs bill, allowing for Exelon's two nuclear power plants to stay open and provide energy efficiency for Illinois' green community along with utilities.
- Passage of highly controversial SB 1582 allowing MFSAB's to be used for non-public education.
- Defeat of HB5532 (Chapa LaVia- private special education funding change)
- Addition of Amendment #6 to SB #16 (Manar- carved out 14-7.02 from education funding reform legislation)
- Passage of SB 3554 (non-voting member on Purchase Care Review Board)
- The passage of legislation (SB 2266) authorizing reimbursement for client's \$2 billion project to replace Chicago's aging natural gas infrastructure (LBR was a part of the lobbying team assembled by Integrys/People's Gas).
- Secured \$6.5 million-dollar supplemental appropriation from Governor Pat Quinn, the Illinois House of Representatives & the Illinois State Senate to replace the electric switchgear.
- As lobbyist for the Illinois Council of Community College Presidents, Liz Brown-Reeves helped secure a seat for an appointed member from the Council to the Illinois Community College Board. The legislation was signed into law and is Public Act 97-1106.
- As lobbyist for development of MG Developers, Brown-Reeves was tasked with obtaining financial support from the State of Illinois for the tear down of Dixie Square Mall in Harvey, IL. Working with the Department of Commerce and Economic Opportunity, Brown-Reeves was able to obtain a \$4.1 million-dollar grant to assist the developers

BIOGRAPHY

Liz Brown is working her 21st Session at the Illinois State Capitol. Liz served as a member of the Speake Staff for nearly a decade. Liz served as Legislative Director running floor operations, overseeing committees, including Executive and Revenue Committees and analyzing legislation. Liz worked as the labor liaison dealing with hundreds of Illinois labor unions. Liz also was the Director of the Redistricting. She helped craft the 2001 legislative map, judicial sub circuits and a community college districts. Liz was assigned as the staff person and media coordinator for over thirty members of the Illinois General Assembly. **Along with being named “Best Contract Lobbyist” – Liz was previously named Best Legislative Staffer by Capitol Fax while she served on Madigan’s Staff.**

On the political side, Liz served as campaign manager, candidate recruiter and media advisor on dozens of legislative races throughout the state including those of many incumbent State Representatives and managed the highly successful get-out-the-vote efforts of the Democratic Party of Illinois and the Illinois Attorney General. Most recently Liz played an instrumental role in the primary & general election of Democratic Candidate for Attorney General Kwame Raoul. Liz has also been a supporter of the Illinois House Democratic Women’s Caucus. Liz volunteered as a Regional Campaign Manager for the Illinois House Democrats during the 2018 general election. **Liz was elected a Delegate for Joe Biden from the 18th Congressional District and served as the Deputy Whip for the Democratic National Convention.**



PRICING

- \$6,000 per month for three month engagement



CONTRACTUAL AGREEMENT

This Agreement is made on the 10th day of June 2021 between the CITY OF DES PLAINES (“DES PLAINES”) and LIZ BROWN-REEVES CONSULTING (“LBR”).

IN CONSIDERATION OF DES PLAINES retaining LBR, it is agreed as follows:

I. COMPENSATION AND TERMS

DES PLAINES retains LBR, and LBR hereby agrees to represent DES PLAINES in the capacity of “lobbyist/consultant” before the Illinois General Assembly and the executive levels of state and local government.

The term of this Agreement is as follows:

\$6,000 flat fee per month to be paid for June – August of 2021.

II. WARRANTIES BY LBR

LBR represents and warrants to DES PLAINES that it has the experience and ability to perform the services required by this Agreement; that they will perform said services in a professional, competent and timely manner as represented and suitable for the performance of the Agreement; and that they have the power to enter into and perform this Agreement; and that their performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any federal, state and municipal laws. LBR further warrants that they have complied and will continue to comply with the Illinois Lobbyist Registration Act.

III. INDEPENDENT CONTRACTOR

LBR acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. LBR shall not enter any contract or commitment on behalf of the DES PLAINES, and LBR further acknowledges that they are not considered an affiliate or subsidiary of the DES PLAINES and are not entitled to any of the DES PLAINES employment rights or benefits. It is expressly understood that this undertaking is not a joint venture.

IV. BUSINESS PRACTICES

LBR hereby represents and covenants that they:

- have no knowledge or information that any unlawful payments, disbursements, assignments or transfers of property of any type have been made or promised to any governmental official or to any intermediary, broker or agent who shall in turn, directly or indirectly, unlawfully pay, disburse, assign or transfer property to any governmental official to unlawfully influence any act or decision of any governmental official.
- will take all reasonable steps to ensure that no unlawful payments, disbursements, assignments or transfers of property of any type be made to any governmental official or to any intermediary, broker or agent who shall in turn, directly or indirectly, unlawfully pay, disburse, assign or transfer property to any governmental official to unlawfully influence any act or decision of any governmental official.

V. CONFIDENTIALITY

LBR recognizes and acknowledges that this Agreement creates a confidential relationship between LBR and the DES PLAINES and that information concerning the DES PLAINES or its operation, whether written or oral, is confidential in nature. All such information concerning DES PLAINES is hereby collectively referred to as "Confidential Information". LBR will not use, disclose to any third party, directly or indirectly, for its own benefit or the benefit of others, both during the term of the Agreement and subsequent to its termination, any Confidential Information which LBR may acquire or develop in connection with or as a result of the performance of this Agreement. LBR further agrees to bind their employees and subcontractors to the terms and conditions of this Agreement.

VI. CONFLICT OF INTEREST

Contractor represents and warrants the following:

No Current or Prior Conflict of Interest. That Contractor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

Notice of Potential Conflict. If any such actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform the Company in writing of such conflict.

Termination for Material Conflict. If, in the reasonable judgment of the Company, such conflict poses a material conflict to and with the performance of Contractor's obligations under this Agreement, then the Company may terminate the Agreement immediately upon written notice to Contractor; such termination of the Agreement shall be effective upon the receipt of such notice by Contractor.

VII. GRANT

LBR agrees that their work product produced in the performance of this Agreement shall remain the exclusive property of the DES PLAINES and that they will not sell, transfer, publish, disclose, display or otherwise made the work product available directly to third parties without the DES PLAINES's prior written consent. Any rights granted to LBR under this Agreement shall not affect the DES PLAINES exclusive ownership of the work product.

IN WITNESS WHEREOF, the CITY OF DES PLAINES and LIZ BROWN-REEVES CONSULTING, INC. do hereby affirm that they understand the provisions contained herein. Therefore, in consideration of the mutual covenants contained herein, the CITY OF DES PLAINES and LIZ BROWN-REEVES CONSULTING have caused this contract to be executed, by witness of the signatures following, as of the day and year first written.

BY: _____
CITY OF DES PLAINES

BY: _____
LIZ BROWN-REEVES, PRESIDENT
LIZ BROWN-REEVES CONSULTING



CITY MANAGER'S OFFICE

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5488
desplaines.org

MEMORANDUM

Date: June 10, 2021
To: Mayor Goczkowski and Aldermen of the City Council
From: Michael G. Bartholomew, City Manager *MB*
Subject: Purchase of Property - 1319 East Oakton

Issue: For several years, the City Council has had discussions regarding building a new Fire Station #62. At one point, the City purchased property at Lee & Prospect for a new station. That project never materialized and the City recently sold it to a developer for new single-family homes.

Analysis: The City's best option is to rebuild Station #62 at its current location. With that goal in mind, the City had an opportunity to acquire the single-family home directly east of Fire Station #62. The single-family home located at 1319 East Oakton was listed with a real estate broker and I was able to negotiate a fair price for the property.

Recommendation: I recommend approval of the Purchase and Sale Agreement for 1319 East Oakton.

Attachments: Resolution R-113-21
Exhibit A - Purchase and Sale Agreement, 1319 East Oakton

CITY OF DES PLAINES

RESOLUTION R - 113 - 21

**A RESOLUTION AUTHORIZING THE PURCHASE OF
THE PROPERTY LOCATED AT 1319 E. OAKTON AVE,
DES PLAINES, ILLINOIS.**

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, Martha Adrowski is the record title owner ("**Owner**") of that certain property commonly known as 1319 E. Oakton Ave, Des Plaines, Illinois 60018 ("**Property**"); and

WHEREAS, the City desires to purchase the Property for the purchase price of \$245,000 ("**Purchase Price**"), which purchase is conditioned on the fulfillment of all terms, conditions, and purposes set forth in that certain Agreement of Purchase and Sale by and between the City and the Owner ("**Agreement**"); and

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

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 with the Owner for the purchase of the Property for the Purchase Price in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to the approved by the City Manager and General Counsel.

SECTION 3: AUTHORIZATION TO EXECUTE DOCUMENTS. The City Council hereby authorizes and directs the Mayor and the City Clerk to execute and seal, on behalf of the City, the final Agreement and the Mayor, City Manager, City Clerk, and City Attorney, and such other officials as may be necessary, are hereby authorized to execute all agreements, legal instruments and other documents required to effectuate the intent of this resolution.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 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 the Purchase of the Property Located at 1319 E. Oakton Ave.



MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0



1 **1. THE PARTIES:** Buyer and Seller are hereinafter referred to as the "Parties."

2 Buyer Name(s) [PLEASE PRINT] City of Des Plaines, an Illinois Municipal Corporation

3 Seller Name(s) [PLEASE PRINT] Owner of Record Martha Adrowski

4 If Dual Agency applies, check here ☐ and complete Optional Paragraph 29.

5 **2. THE REAL ESTATE:** Real Estate is defined as the property, all improvements, the fixtures and Personal Property
6 included therein. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with
7 approximate lot size or acreage of _____ commonly known as:

8 1319 E. Oakton St. Des Plaines IL 60018 Cook
9 Address Unit # (If applicable) City State Zip County

10 Permanent Index Number(s): 0929202005 0929202004 ☐ Single Family Attached ☒ Single Family Detached ☐ Multi-Unit

11 If Designated Parking is Included: # of space(s) 2; identified as space(s) # _____; location Garage

12 [CHECK TYPE] ☐ deeded space, PIN: _____ ☐ limited common element ☐ assigned space.

13 If Designated Storage is Included: # of space(s) 2; identified as space(s) # _____; location Garage

14 [CHECK TYPE] ☐ deeded space, PIN: _____ ☐ limited common element ☐ assigned space.

15 **3. FIXTURES AND PERSONAL PROPERTY AT NO ADDED VALUE:** All of the fixtures and included Personal Property
16 are owned by Seller and to Seller's knowledge are in operating condition on Date of Acceptance, unless otherwise
17 stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing, and well systems
18 together with the following items at no added value by Bill of Sale at Closing [CHECK OR ENUMERATE APPLICABLE ITEMS]:

<input checked="" type="checkbox"/> Refrigerator	<input type="checkbox"/> Wine/Beverage Refrigerator	<input checked="" type="checkbox"/> Light Fixtures, as they exist	<input type="checkbox"/> Fireplace Gas Log(s)
<input checked="" type="checkbox"/> Oven/Range/Stove	<input checked="" type="checkbox"/> Sump Pump(s)	<input checked="" type="checkbox"/> Built-in or attached shelving	<input checked="" type="checkbox"/> Smoke Detectors
<input checked="" type="checkbox"/> Microwave	<input type="checkbox"/> Water Softener (unless rented)	<input type="checkbox"/> All Window Treatments & Hardware	<input checked="" type="checkbox"/> Carbon Monoxide Detectors
<input type="checkbox"/> Dishwasher	<input checked="" type="checkbox"/> Central Air Conditioning	<input type="checkbox"/> Satellite Dish	<input type="checkbox"/> Invisible Fence System, Collar & Box
<input type="checkbox"/> Garbage Disposal	<input type="checkbox"/> Central Humidifier	<input type="checkbox"/> Wall Mounted Brackets (AV/TV)	<input checked="" type="checkbox"/> Garage Door Opener(s)
<input type="checkbox"/> Trash Compactor	<input type="checkbox"/> Central Vac & Equipment	<input type="checkbox"/> Security System(s) (unless rented)	with all Transmitters
<input checked="" type="checkbox"/> Washer	<input checked="" type="checkbox"/> All Tacked Down Carpeting	<input type="checkbox"/> Intercom System	<input type="checkbox"/> Outdoor Shed
<input checked="" type="checkbox"/> Dryer	<input checked="" type="checkbox"/> Existing Storms & Screens	<input type="checkbox"/> Electronic or Media Air Filter(s)	<input type="checkbox"/> Outdoor Playset(s)
<input type="checkbox"/> Attached Gas Grill	<input type="checkbox"/> Window Air Conditioner(s)	<input type="checkbox"/> Backup Generator System	<input checked="" type="checkbox"/> Planted Vegetation
<input type="checkbox"/> Water Heater	<input checked="" type="checkbox"/> Ceiling Fan(s)	<input type="checkbox"/> Fireplace Screens/Doors/Grates	<input type="checkbox"/> Hardscape

29 Other Items Included at No Added Value: N/A

30 Items Not Included: N/A

31 Seller warrants to Buyer that all fixtures, systems and Personal Property included in this Contract shall be in
32 operating condition at Possession except: Not applicable

33 A system or item shall be deemed to be in operating condition if it performs the function for which it is intended,
34 regardless of age, and does not constitute a threat to health or safety.

35 If Home Warranty applies, check here and complete Optional Paragraph 32.

36 **4. PURCHASE PRICE AND PAYMENT:** The Purchase Price is \$ 245,000 ^{ML} _{MB} ~~220,000.00~~. After the payment of Earnest
37 Money as provided below, the balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing in
38 "Good Funds" as defined by law.

39 a) **CREDIT AT CLOSING:** [IF APPLICABLE] Provided Buyer's lender permits such credit to show on the final
40 settlement statement or lender's closing disclosure, and if not, such lesser amount as the lender permits, Seller
41 agrees to credit \$ 0 to Buyer at Closing to be applied to prepaid expenses, closing costs or both.

42 b) **EARNEST MONEY:** Earnest Money of \$ 5,000.00 shall be tendered to Escrowee on or before 7
43 Business Days after Date of Acceptance. Additional Earnest Money, if any, of \$ 0 shall be tendered
44 by _____, 20 _____. Earnest Money shall be held in trust for the mutual benefit of the Parties by

Buyer Initial MB Buyer Initial _____

Seller Initial ML Seller Initial _____

Address: _____ v7.0

45 [CHECK ONE]: ☒ Seller's Brokerage; ☐ Buyer's Brokerage; ☐ As otherwise agreed by the Parties, as "Escrowee."

46 In the event the Contract is declared null and void or is terminated, Earnest Money shall be disbursed pursuant to Paragraph 26.

47 c) **BALANCE DUE AT CLOSING:** The Balance Due at Closing shall be the Purchase Price, plus or minus

48 prorations, less Earnest Money paid, less any credits at Closing, and shall be payable in Good Funds at Closing.

49 5. **CLOSING:** Closing shall be on MB ML On days before Closing 18 days after June 21, 2021 City Council Approval

50 writing. Closing shall take place at the escrow office of the title insurance company, its underwriter, or its issuing

51 agent that will issue the Owner's Policy of Title Insurance, whichever is situated nearest the Real Estate.

52 6. **POSSESSION:** Unless otherwise provided in Optional Paragraph 35, Seller shall deliver possession to Buyer at

53 Closing. Possession shall be deemed to have been delivered when Seller and all occupants (if any) have vacated

54 the Real Estate and delivered keys to the Real Estate to Buyer or to the office of the Seller's Brokerage.

55 7. **FINANCING:** [INITIAL ONLY ONE OF THE FOLLOWING SUBPARAGRAPHS a) b or c]

56 _____ a) **LOAN CONTINGENCY:** Not later than forty-five (45) days after Date of Acceptance or five

57 (5) Business Days prior to the date of Closing, whichever is earlier, ("Loan Contingency Date") Buyer shall

58 provide written evidence from Buyer's licensed lending institution confirming that Buyer has received loan

59 approval subject only to "at close" conditions, matters of title, survey, and matters within Buyer's control for a loan

60 as follows: [CHECK ONE] ☐ fixed; ☐ adjustable; [CHECK ONE] ☐ conventional; ☐ FHA; ☐ VA; ☐ USDA;

61 ☐ other _____ loan for _____ % of the Purchase Price, plus private mortgage insurance (PMI),

62 if required, with an interest rate (initial rate if an adjustable rate mortgage used) not to exceed _____ % per annum,

63 amortized over not less than _____ years. Buyer shall pay discount points not to exceed _____ % of the loan amount.

64 Buyer shall pay origination fee(s), closing costs charged by lender, and title company escrow closing fees.

65 If Buyer, having applied for the loan specified above, is unable to provide such loan approval and serves Notice to

66 Seller not later than the Loan Contingency Date, this Contract shall be null and void. If Buyer is unable to provide

67 such written evidence not later than the date specified herein or by any extension date agreed to by the Parties,

68 Seller shall have the option of declaring this Contract terminated by giving Notice to Buyer. If prior to the Seller

69 serving such Notice to terminate, Buyer provides written evidence of such loan approval, this Contract shall remain

70 in full force and effect.

71 Upon the expiration of ten (10) Business Days after Date of Acceptance, if Buyer has failed to make a loan

72 application and pay all fees required for such application to proceed and the appraisal to be performed, Seller shall

73 have the option to declare this Contract terminated by giving Notice to Buyer not later than five (5) Business Days

74 thereafter or any extension thereof agreed to by the Parties in writing.

75 A Party causing delay in the loan approval process shall not have the right to terminate under this

76 subparagraph. In the event neither Party elects to declare this Contract terminated as specified above, or as

77 otherwise agreed, then this Contract shall continue in full force and effect without any loan contingencies.

78 Unless otherwise provided in Paragraph 30, this Contract is not contingent upon the sale and/or closing of

79 Buyer's existing real estate. Buyer shall be deemed to have satisfied the financing conditions of this subparagraph

80 if Buyer obtains a loan approval in accordance with the terms of this subparagraph even though the loan is

81 conditioned on the sale and/or closing of Buyer's existing real estate.

82 If Buyer is seeking FHA, VA, or USDA financing, required amendments and disclosures shall be attached to this

83 Contract. If VA, the Funding Fee, or if FHA, the Mortgage Insurance Premium (MIP), shall be paid by Buyer.

84 MB ML b) **CASH TRANSACTION WITH NO MORTGAGE:** [ALL CASH] If this selection is made, Buyer will pay

85 at Closing, in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer,

86 that Buyer has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above

87 representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to

88 Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds

Buyer Initial MB Buyer Initial _____Seller Initial ML Seller Initial _____

Address: _____ v7.0

89 to close. Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this
 90 Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from
 91 satisfying the Balance Due at Closing, shall constitute a material breach of this Contract by Buyer. The Parties shall
 92 share the title company escrow closing fee equally. **Unless otherwise provided in Paragraph 30, this Contract shall**
 93 **not be contingent upon the sale and/or closing of Buyer's existing real estate.**

94 _____ c) **CASH TRANSACTION, MORTGAGE ALLOWED:** If this selection is made, Buyer will pay at closing,
 95 in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer, that Buyer
 96 has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above
 97 representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to
 98 Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds
 99 to close. Notwithstanding such representation, Seller agrees to reasonably and promptly cooperate with Buyer so that
 100 Buyer may apply for and obtain a mortgage loan or loans including but not limited to providing access to the Real
 101 Estate to satisfy Buyer's obligations to pay the Balance Due at Closing. Such cooperation shall include the performance
 102 in a timely manner of all of Seller's pre-closing obligations under this Contract. **This Contract shall NOT be contingent**
 103 **upon Buyer obtaining financing.** Buyer understands and agrees that, so long as Seller has fully complied with Seller's
 104 obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that
 105 prevents Buyer from satisfying the Balance Due at Closing shall constitute a material breach of this Contract by Buyer.
 106 Buyer shall pay the title company escrow closing fee if Buyer obtains a mortgage; provided however, if Buyer elects
 107 to close without a mortgage loan, the Parties shall share the title company escrow closing fee equally. **Unless otherwise**
 108 **provided in Paragraph 30, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing**
 109 **real estate.**

110 **8. STATUTORY DISCLOSURES:** If applicable, prior to signing this Contract, Buyer:

111 [CHECK ONE] ☒ has ☐ has not received a completed Illinois Residential Real Property Disclosure;
 112 [CHECK ONE] ☐ has ☒ has not received the EPA Pamphlet, "Protect Your Family From Lead In Your Home;"
 113 [CHECK ONE] ☒ has ☐ has not received a Lead-Based Paint Disclosure;
 114 [CHECK ONE] ☐ has ☒ has not received the IEMA, "Radon Testing Guidelines for Real Estate Transactions;"
 115 [CHECK ONE] ☒ has ☐ has not received the Disclosure of Information on Radon Hazards.

116 **9. PRORATIONS:** The requirements contained in this paragraph shall survive the Closing. Proratable items shall
 117 be prorated to and including the Date of Closing and shall include without limitation, general real estate taxes,
 118 rents and deposits (if any) from tenants; Special Service Area or Special Assessment Area tax for the year of Closing
 119 only; utilities, water and sewer, pre-purchased fuel; and Homeowner or Condominium Association fees (and
 120 Master/Umbrella Association fees, if applicable). Accumulated reserves of a Homeowner/Condominium
 121 Association(s) are not a proratable item.

122 a) The general real estate taxes shall be prorated to and including the date of Closing based on 110 % of
 123 the most recent ascertainable full year tax bill. All general real estate tax prorations shall be final as of Closing,
 124 except as provided in Paragraph 23. If the amount of the most recent ascertainable full year tax bill reflects a
 125 homeowner, senior citizen, disabled veteran or other exemption, a senior freeze or senior deferral, then Seller
 126 has submitted or will submit in a timely manner all necessary documentation to the appropriate governmental
 127 entity, before or after Closing, to preserve said exemption(s). **The proration shall not include exemptions to**
 128 **which the Seller is not lawfully entitled.**

129 b) Seller represents, if applicable, that as of Date of Acceptance Homeowner/Condominium Association(s)
 130 fees are \$ _____ per _____ (and, if applicable, Master/Umbrella Association fees are
 131 \$ _____ per _____). Seller agrees to pay prior to or at Closing the remaining balance of any
 132 special assessments by the Association(s) confirmed prior to Date of Acceptance.

Buyer Initial MS Buyer Initial _____

Seller Initial MS Seller Initial _____

Address: _____ v7.0

c) Special Assessment Area or Special Service Area installments due after the year of Closing shall not be prorable items and shall be paid by Buyer, unless otherwise provided by ordinance or statute.

10. ATTORNEY REVIEW: Within five (5) Business Days after Date of Acceptance, the attorneys for the respective Parties, by Notice, may:

a) Approve this Contract; or

b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or

c) Propose modifications to this Contract, except for the Purchase Price, which proposal shall be conclusively deemed a counteroffer notwithstanding any language contained in any such proposal purporting to state the proposal is not a counteroffer. If after expiration of ten (10) Business Days after Date of Acceptance written agreement has not been reached by the Parties with respect to resolution of all proposed modifications, either Party may terminate this Contract by serving Notice, whereupon this Contract shall be immediately deemed terminated; or

d) Offer proposals specifically referring to this subparagraph d) which shall not be considered a counteroffer. Any proposal not specifically referencing this subparagraph d) shall be deemed made pursuant to subparagraph c) as a modification. If proposals made with specific reference to this subparagraph d) are not agreed upon, **neither** Buyer nor Seller may declare this contract null and void, and this contract shall remain in full force and effect.

If Notice of disapproval or proposed modifications is not served within the time specified herein, the provisions of this paragraph shall be deemed waived by the Parties and this Contract shall remain in full force and effect. If Notice of termination is given, said termination shall be absolute and the Contract rendered null and void upon the giving of Notice, notwithstanding any language proffered by any Party purporting to permit unilateral reinstatement by withdrawal of any proposal(s).

11. WAIVER OF PROFESSIONAL INSPECTIONS: [INITIAL IF APPLICABLE] MB ^{DS} ML Buyer acknowledges the right to conduct inspections of the Real Estate and hereby waives the right to conduct any such inspections of the Real Estate, and further agrees that the provisions of Paragraph 12 shall not apply.

12. PROFESSIONAL INSPECTIONS AND INSPECTION NOTICES: [NOT APPLICABLE IF PARAGRAPH 11 IS INITIALED] Buyer may conduct at Buyer's expense (unless payment for such expense is otherwise required by governmental regulation) any or all of the following inspections of the Real Estate by one or more licensed or certified inspection services: home, radon, environmental, lead-based paint, lead-based paint hazards or wood-destroying insect infestation, or any other inspections desired by Buyer in the exercise of reasonable due diligence. Seller agrees to make all areas of the Real Estate accessible for inspection(s) upon reasonable notice and to have all utilities turned on during the time of such inspections. Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by any acts of Buyer or any person performing any inspection on behalf of Buyer.

a) The request for repairs shall cover only the major components of the Real Estate, limited to central heating and cooling system(s), plumbing and well system, electrical system, roof, walls, windows, doors, ceilings, floors, appliances and foundation. A major component shall be deemed to be in operating condition, and therefore not defective within the meaning of this paragraph, if it does not constitute a current threat to health or safety, and performs the function for which it is intended, regardless of age or if it is near or at the end of its useful life. Minor repairs, routine maintenance items and painting, decorating or other items of a cosmetic nature, no matter the cost to remedy same, do not constitute defects, are not a part of this contingency and shall not be a basis for the Buyer to cancel this Contract. **A request by Buyer for credits or repairs in violation of the terms of this subparagraph shall allow Seller to declare this Contract terminated and direct the return of Buyer's Earnest Money.** If radon mitigation is performed, Seller shall pay for any retest.

Buyer Initial MB Buyer Initial _____

Seller Initial ^{DS} ML Seller Initial _____

Address: _____ v7.0

b) Buyer shall serve Notice upon Seller or Seller's attorney of any major component defects disclosed by any inspection for which Buyer requests resolution by Seller within five (5) Business Days (ten (10) calendar days for a lead-based paint or lead-based paint hazard inspection) after Date of Acceptance. **Buyer shall not send any portion of the inspection report with the Notice provided under this subparagraph unless such inspection report, or any part thereof, is specifically requested in writing by Seller or Seller's attorney.** If after expiration of ten (10) Business Days after Date of Acceptance written agreement has not been reached by the Parties with respect to resolution of all inspection issues, either Party may terminate this Contract by serving Notice to the other Party, whereupon this Contract shall be immediately deemed terminated.

c) Notwithstanding anything to the contrary set forth above in this paragraph, in the event the inspection reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller within five (5) Business Days after Date of Acceptance, this Contract shall be null and void. Said Notice shall not include any portion of the inspection reports unless requested by Seller.

d) **Failure of Buyer to conduct said inspection(s) and notify Seller within the time specified operates as a waiver of Buyer's rights to terminate this Contract under this Paragraph 12 and this Contract shall remain in full force and effect.**

13. HOMEOWNER INSURANCE: This Contract is contingent upon Buyer obtaining evidence of insurability for an Insurance Service Organization HO-3 or equivalent policy at standard premium rates within ten (10) Business Days after Date of Acceptance. **If Buyer is unable to obtain evidence of insurability and serves Notice with proof of same to Seller within the time specified, this Contract shall be null and void. If Notice is not served within the time specified, Buyer shall be deemed to have waived this contingency and this Contract shall remain in full force and effect.**

14. FLOOD INSURANCE: Buyer shall have the option to declare this Contract null and void if the Real Estate is located in a special flood hazard area. **If Notice of the option to declare contract null and void is not given to Seller within ten (10) Business Days after Date of Acceptance or by the Loan Contingency Date, whichever is later, Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.** Nothing herein shall be deemed to affect any rights afforded by the Residential Real Property Disclosure Act.

15. CONDOMINIUM/Common Interest Associations: [IF APPLICABLE] The Parties agree that the terms contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting terms, and shall apply to property subject to the Illinois Condominium Property Act and the Common Interest Community Association Act or other applicable state association law ("Governing Law").

a) Title when conveyed shall be good and merchantable, subject to terms and provisions of the Declaration of Condominium/Covenants, Conditions and Restrictions ("Declaration/CCRs") and all amendments; public and utility easements including any easements established by or implied from the Declaration/CCRs or amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Governing Law; installments due after the date of Closing of general assessments established pursuant to the Declaration/CCRs.

b) Seller shall be responsible for payment of all regular assessments due and levied prior to Closing and for all special assessments confirmed prior to Date of Acceptance.

c) Seller shall notify Buyer of any proposed special assessment or increase in any regular assessment between Date of Acceptance and Closing. The Parties shall have three (3) Business Days to reach agreement relative to payment thereof. Absent such agreement either Party may declare the Contract null and void.

d) Seller shall, within ten (10) Business Days from Date of Acceptance, apply for those items of disclosure upon sale as described in the Governing Law, and provide same in a timely manner, but no later than the time period provided for by law. This Contract is subject to the condition that Seller be able to procure and provide to Buyer a release or waiver of any right of first refusal or other pre-emptive rights to purchase created by the

Buyer Initial MB Buyer Initial _____

Seller Initial ML Seller Initial _____

Address: _____

v7.0

Declaration/CCRs. In the event the Condominium Association requires the personal appearance of Buyer or additional documentation, Buyer agrees to comply with same.

e) In the event the documents and information provided by Seller to Buyer disclose that the existing improvements are in violation of existing rules, regulations or other restrictions or that the terms and conditions contained within the documents would unreasonably restrict Buyer's use of the Real Estate or would result in financial obligations unacceptable to Buyer in connection with owning the Real Estate, then Buyer may declare this Contract null and void by giving Notice to Seller within five (5) Business Days after the receipt of the documents and information required by this paragraph, listing those deficiencies which are unacceptable to Buyer. If Notice is not served within the time specified, Buyer shall be deemed to have waived this contingency, and this Contract shall remain in full force and effect.

f) Seller shall provide a certificate of insurance showing Buyer and Buyer's mortgagee, if any, as an insured.

16. THE DEED: Seller shall convey or cause to be conveyed to Buyer or Buyer's designated grantee good and merchantable title to the Real Estate by recordable Warranty Deed, with release of homestead rights, (or the appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller (unless otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject only to: covenants, conditions and restrictions of record and building lines and easements, if any, provided they do not interfere with the current use and enjoyment of the Real Estate; and general real estate taxes not due and payable at the time of Closing.

17. MUNICIPAL ORDINANCE, TRANSFER TAX, AND GOVERNMENTAL COMPLIANCE:

a) The Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a pre-closing inspection or disclosure requirement, municipal Transfer Tax or other similar ordinances. Cost of transfer taxes, inspection fees, and any repairs required by an inspection pursuant to municipal ordinance shall be paid by the Party designated in such ordinance unless otherwise agreed to by the Parties.

b) The Parties agree to comply with the reporting requirements of the applicable sections of the Internal Revenue Code, the Foreign Investment in Real Property Tax Act (FIRPTA), and the Real Estate Settlement Procedures Act of 1974, as amended.

18. TITLE: At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a title company licensed to operate in the State of Illinois, issued on or subsequent to Date of Acceptance, subject only to items listed in Paragraph 16 and shall cause a title policy to be issued with an effective date as of Closing. The requirement to provide extended coverage shall not apply if the Real Estate is vacant land. The commitment for title insurance furnished by Seller will be presumptive evidence of good and merchantable title as therein shown, subject only to the exceptions therein stated. **If the title commitment discloses any unpermitted exceptions or if the Plat of Survey shows any encroachments or other survey matters that are not acceptable to Buyer, then Seller shall have said exceptions, survey matters or encroachments removed, or have the title insurer commit to either insure against loss or damage that may result from such exceptions or survey matters or insure against any court-ordered removal of the encroachments.** If Seller fails to have such exceptions waived or insured over prior to Closing, Buyer may elect to take title as it then is with the right to deduct from the Purchase Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish to Buyer at Closing an Affidavit of Title covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA Insurance Policy.

19. PLAT OF SURVEY: Not less than one (1) Business Day prior to Closing, except where the Real Estate is a condominium, Seller shall, at Seller's expense, furnish to Buyer or Buyer's attorney a Plat of Survey that conforms

Buyer Initial  Buyer Initial _____

Seller Initial  Seller Initial _____

Address: _____ v7.0

264 to the current Minimum Standard of Practice for boundary surveys, is dated not more than six (6) months prior to
 265 the date of Closing, and is prepared by a professional land surveyor licensed to practice land surveying under the
 266 laws of the State of Illinois. The Plat of Survey shall show visible evidence of improvements, rights of way,
 267 easements, use and measurements of all parcel lines. The land surveyor shall set monuments or witness corners at
 268 all accessible corners of the land. **All such corners shall also be visibly staked or flagged.** The Plat of Survey shall
 269 include the following statement placed near the professional land surveyor's seal and signature: "This professional
 270 service conforms to the current Illinois Minimum Standards for a boundary survey." A Mortgage Inspection, as
 271 defined, is not a boundary survey and is not acceptable.

272 **20. DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING:** If prior to delivery of the deed the Real
 273 Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by
 274 condemnation, then Buyer shall have the option of either terminating this Contract (and receiving a refund of
 275 Earnest Money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the
 276 condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds
 277 Seller agrees to assign to Buyer and deliver to Buyer at Closing. Seller shall not be obligated to repair or replace
 278 damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall
 279 be applicable to this Contract, except as modified by this paragraph.

280 **21. CONDITION OF REAL ESTATE AND INSPECTION:** Seller agrees to leave the Real Estate in broom clean condition.
 281 All refuse and personal property that is not to be conveyed to Buyer shall be removed from the Real Estate at
 282 Seller's expense prior to delivery of Possession. Buyer shall have the right to inspect the Real Estate, fixtures and
 283 included Personal Property prior to Possession to verify that the Real Estate, improvements and included Personal
 284 Property are in substantially the same condition as of Date of Acceptance, normal wear and tear excepted.

285 **22. SELLER REPRESENTATIONS:** Seller's representations contained in this paragraph shall survive the Closing.
 286 Seller represents that with respect to the Real Estate, Seller has no knowledge of, nor has Seller received any written
 287 notice from any association or governmental entity regarding:

- 288 a) zoning, building, fire or health code violations that have not been corrected;
- 289 b) any pending rezoning;
- 290 c) boundary line disputes;
- 291 d) any pending condemnation or Eminent Domain proceeding;
- 292 e) easements or claims of easements not shown on the public records;
- 293 f) any hazardous waste on the Real Estate;
- 294 g) real estate tax exemption(s) to which Seller is not lawfully entitled; or
- 295 h) any improvements to the Real Estate for which the required initial and final permits were not obtained.

296 Seller further represents that:

297 [INITIALS] MB ML There [CHECK ONE] ☐ are ☒ are not improvements to the Real Estate which are not
 298 included in full in the determination of the most recent tax assessment.

299 [INITIALS] MB ML There [CHECK ONE] ☐ are ☒ are not improvements to the Real Estate which are eligible
 300 for the home improvement tax exemption.

301 [INITIALS] MB ML There [CHECK ONE] ☐ is ☒ is not an unconfirmed pending special assessment affecting
 302 the Real Estate by any association or governmental entity payable by Buyer after the date of Closing.

303 [INITIALS] MB ML The Real Estate [CHECK ONE] ☐ is ☒ is not located within a Special Assessment Area or
 304 Special Service Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs.

305 All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of
 306 matters that require modification of the representations previously made in this Paragraph 22, Seller shall

Buyer Initial MB Buyer Initial _____

Seller Initial ML Seller Initial _____

Address: _____ v7.0

promptly notify Buyer. If the matters specified in such Notice are not resolved prior to Closing, Buyer may terminate this Contract by Notice to Seller and this Contract shall be null and void.

23. REAL ESTATE TAX ESCROW: In the event the Real Estate is improved, but has not been previously taxed for the entire year as currently improved, the sum of three percent (3%) of the Purchase Price shall be deposited in escrow with the title company with the cost of the escrow to be divided equally by Buyer and Seller and paid at Closing. When the exact amount of the taxes to be prorated under this Contract can be ascertained, the taxes shall be prorated by Seller's attorney at the request of either Party and Seller's share of such tax liability after proration shall be paid to Buyer from the escrow funds and the balance, if any, shall be paid to Seller. If Seller's obligation after such proration exceeds the amount of the escrow funds, Seller agrees to pay such excess promptly upon demand.

24. BUSINESS DAYS/HOURS: Business Days are defined as Monday through Friday, excluding Federal holidays. Business Hours are defined as 8 a.m. to 6 p.m. Chicago time. In the event the Closing or Loan Contingency Date described in this Contract does not fall on a Business Day, such date shall be the next Business Day.

25. ELECTRONIC OR DIGITAL SIGNATURES: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, finalizing, and amending this Contract, and delivery thereof by one of the following methods shall be deemed delivery of this Contract containing original signature(s). An acceptable facsimile signature may be produced by scanning an original, hand-signed document and transmitting same by electronic means. An acceptable digital signature may be produced by use of a qualified, established electronic security procedure mutually agreed upon by the Parties. Transmissions of a digitally signed copy hereof shall be by an established, mutually acceptable electronic method, such as creating a PDF ("Portable Document Format") document incorporating the digital signature and sending same by electronic mail.

26. DIRECTION TO ESCROWEE: In every instance where this Contract shall be deemed null and void or if this Contract may be terminated by either Party, the following shall be deemed incorporated: "and Earnest Money refunded upon the joint written direction by the Parties to Escrowee or upon an entry of an order by a court of competent jurisdiction."

In the event either Party has declared the Contract null and void or the transaction has failed to close as provided for in this Contract and if Escrowee has not received joint written direction by the Parties or such court order, the Escrowee may elect to proceed as follows:

- a) Escrowee shall give written Notice to the Parties as provided for in this Contract at least fourteen (14) days prior to the date of intended disbursement of Earnest Money indicating the manner in which Escrowee intends to disburse in the absence of any written objection. If no written objection is received by the date indicated in the Notice then Escrowee shall distribute the Earnest Money as indicated in the written Notice to the Parties. **If any Party objects in writing** to the intended disbursement of Earnest Money then Earnest Money shall be held until receipt of joint written direction from all Parties or until receipt of an order of a court of competent jurisdiction.
- b) Escrowee may file a Suit for Interpleader and deposit any funds held into the Court for distribution after resolution of the dispute between Seller and Buyer by the Court.

Buyer and Seller shall jointly and severally indemnify Escrowee for additional costs and fees incurred in filing the Interpleader action.

27. NOTICE: Except as provided in Paragraph 30 c) 2) regarding the manner of service for "kick-out" Notices, all Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to any one of the multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

- a) By personal delivery; or

Buyer Initial MB Buyer Initial _____

Seller Initial ML Seller Initial _____

Address: _____ v7.0

- b) By mailing to the addresses recited herein on Page 13 by regular mail and by certified mail, return receipt requested. Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
- c) By facsimile transmission. Notice shall be effective as of date and time of the transmission, provided that the Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or
- d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient Party's attorney to the sending Party or is shown in this Contract. Notice shall be effective as of date and time of e-mail transmission, provided that, in the event e-mail Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission. An attorney or Party may opt out of future e-mail Notice by any form of Notice provided by this Contract; or
- e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following deposit with the overnight delivery company.
- f) If a Party fails to provide contact information herein, as required, Notice may be served upon the Party's Designated Agent in any of the manners provided above.
- g) The Party serving a Notice shall provide courtesy copies to the Parties' Designated Agents. Failure to provide such courtesy copies shall not render Notice invalid.

28. PERFORMANCE: Time is of the essence of this Contract. In any action with respect to this Contract, the Parties are free to pursue any legal remedies at law or in equity and the prevailing party in litigation shall be entitled to collect reasonable attorney fees and costs from the non-prevailing party as ordered by a court of competent jurisdiction.

THE FOLLOWING NUMBERED PARAGRAPHS ARE A PART OF THIS CONTRACT ONLY IF INITIALED BY THE PARTIES.

29. CONFIRMATION OF DUAL AGENCY: The Parties confirm that they have previously consented to _____ [LICENSEE] acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the transaction referred to in this Contract.

30. SALE OF BUYER'S REAL ESTATE:

a) **REPRESENTATIONS ABOUT BUYER'S REAL ESTATE:** Buyer represents to Seller as follows:

1) Buyer owns real estate (hereinafter referred to as "Buyer's real estate") with the address of:

Address	City	State	Zip
---------	------	-------	-----

2) Buyer [CHECK ONE] ☐ has ☐ has not entered into a contract to sell Buyer's real estate.

If Buyer has entered into a contract to sell Buyer's real estate, that contract:

a) [CHECK ONE] ☐ is ☐ is not subject to a mortgage contingency.

b) [CHECK ONE] ☐ is ☐ is not subject to a real estate sale contingency.

c) [CHECK ONE] ☐ is ☐ is not subject to a real estate closing contingency.

3) Buyer [CHECK ONE] ☐ has ☐ has not publicly listed Buyer's real estate for sale with a licensed real estate broker and in a local multiple listing service.

4) If Buyer's real estate is not publicly listed for sale with a licensed real estate broker and in a local multiple listing service, Buyer [CHECK ONE]:

a) ☐ Shall publicly list real estate for sale with a licensed real estate broker who will place it in a local multiple listing service within five (5) Business Days after Date of Acceptance.

[FOR INFORMATION ONLY] Broker: _____

Broker's Address: _____ Phone: _____

b) ☐ Does not intend to list said real estate for sale.

Buyer Initial MB Buyer Initial _____

Seller Initial MS Seller Initial _____

Address: _____ v7.0

b) **CONTINGENCIES BASED UPON SALE AND/OR CLOSING OF REAL ESTATE:**

- 1) This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer's real estate that is in full force and effect as of _____, 20 _____. Such contract should provide for a closing date not later than the Closing Date set forth in this Contract. **If Notice is served on or before the date set forth in this subparagraph that Buyer has not procured a contract for the sale of Buyer's real estate, this Contract shall be null and void. If Notice that Buyer has not procured a contract for the sale of Buyer's real estate is not served on or before the close of business on the date set forth in this subparagraph, Buyer shall be deemed to have waived all contingencies contained in this Paragraph 30, and this Contract shall remain in full force and effect.** (If this paragraph is used, then the following paragraph must be completed.)
- 2) In the event Buyer has entered into a contract for the sale of Buyer's real estate as set forth in Paragraph 30 b) 1) and that contract is in full force and effect, or has entered into a contract for the sale of Buyer's real estate prior to the execution of this Contract, this Contract is contingent upon Buyer closing the sale of Buyer's real estate on or before _____, 20 _____. **If Notice that Buyer has not closed the sale of Buyer's real estate is served before the close of business on the next Business Day after the date set forth in the preceding sentence, this Contract shall be null and void. If Notice is not served as described in the preceding sentence, Buyer shall have deemed to have waived all contingencies contained in this Paragraph 30, and this Contract shall remain in full force and effect.**
- 3) If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in Paragraph 30 b) 1) (or after the date of this Contract if no date is set forth in Paragraph 30 b) 1)), Buyer shall, within three (3) Business Days of such termination, notify Seller of said termination. **Unless Buyer, as part of said Notice, waives all contingencies in Paragraph 30 and complies with Paragraph 30 d), this Contract shall be null and void as of the date of Notice. If Notice as required by this subparagraph is not served within the time specified, Buyer shall be in default under the terms of this Contract.**
- c) **SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE:** During the time of this contingency, Seller has the right to continue to show the Real Estate and offer it for sale subject to the following:
 - 1) If Seller accepts another bona fide offer to purchase the Real Estate while contingencies expressed in Paragraph 30 b) are in effect, Seller shall notify Buyer in writing of same. Buyer shall then have ____ hours after Seller gives such Notice to waive the contingencies set forth in Paragraph 30 b), subject to Paragraph 30 d).
 - 2) Seller's Notice to Buyer (commonly referred to as a "kick-out" Notice) shall be in writing and shall be served on Buyer, not Buyer's attorney or Buyer's real estate agent. Courtesy copies of such "kick-out" Notice should be sent to Buyer's attorney and Buyer's real estate agent, if known. Failure to provide such courtesy copies shall not render Notice invalid. Notice to any one of a multiple-person Buyer shall be sufficient Notice to all Buyers. Notice for the purpose of this subparagraph only shall be served upon Buyer in the following manner:
 - a) By personal delivery effective at the time and date of personal delivery; or
 - b) By mailing to the address recited herein for Buyer by regular mail and by certified mail. Notice shall be effective at 10 a.m. on the morning of the second day following deposit of Notice in the U.S. Mail; or
 - c) By commercial delivery overnight (e.g., FedEx). Notice shall be effective upon delivery or at 4 p.m. Chicago time on the next delivery day following deposit with the overnight delivery company, whichever first occurs.
 - 3) If Buyer complies with the provisions of Paragraph 30 d) then this Contract shall remain in full force and effect.
 - 4) If the contingencies set forth in Paragraph 30 b) are NOT waived in writing within said time period by Buyer, this Contract shall be null and void.
 - 5) Except as provided in Paragraph 30 c) 2) above, all Notices shall be made in the manner provided by Paragraph 27 of this Contract.
 - 6) Buyer waives any ethical objection to the delivery of Notice under this paragraph by Seller's attorney or representative.

Buyer Initial  Buyer Initial _____Seller Initial  Seller Initial _____

Address: _____ v7.0

d) **WAIVER OF PARAGRAPH 30 CONTINGENCIES:** Buyer shall be deemed to have waived the contingencies in Paragraph 30 b) when Buyer has delivered written waiver and deposited with the Escrowee additional earnest money in the amount of \$ _____ in the form of a cashier's or certified check within the time specified. If Buyer fails to deposit the additional earnest money within the time specified, the waiver shall be deemed ineffective and this Contract shall be null and void.

e) **BUYER COOPERATION REQUIRED:** Buyer authorizes Seller or Seller's agent to verify representations contained in Paragraph 30 at any time, and Buyer agrees to cooperate in providing relevant information.

31. CANCELLATION OF PRIOR REAL ESTATE CONTRACT: In the event either Party has entered into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before _____, 20 _____. In the event the prior contract is not cancelled within the time specified, this Contract shall be null and void. If prior contract is subject to Paragraph 30 contingencies, Seller's notice to the purchaser under the prior contract should not be served until after Attorney Review and Professional Inspections provisions of this Contract have expired, been satisfied or waived.

32. HOME WARRANTY: Seller shall provide at no expense to Buyer a Home Warranty at a cost of \$ _____. Evidence of a fully pre-paid policy shall be delivered at Closing.

33. WELL OR SANITARY SYSTEM INSPECTIONS: Seller shall obtain at Seller's expense a well water test stating that the well delivers not less than five (5) gallons of water per minute and including a bacteria and nitrate test and/or a septic report from the applicable County Health Department, a Licensed Environmental Health Practitioner, or a licensed well and septic inspector, each dated not more than ninety (90) days prior to Closing, stating that the well and water supply and the private sanitary system are in operating condition with no defects noted. Seller shall remedy any defect or deficiency disclosed by said report(s) prior to Closing, provided that if the cost of remedying a defect or deficiency and the cost of landscaping together exceed \$3,000, and if the Parties cannot reach agreement regarding payment of such additional cost, this Contract may be terminated by either Party. Additional testing recommended by the report shall be obtained at the Seller's expense. If the report recommends additional testing after Closing, the Parties shall have the option of establishing an escrow with a mutual cost allocation for necessary repairs or replacements, or either Party may terminate this Contract prior to Closing. Seller shall deliver a copy of such evaluation(s) to Buyer not less than ten (10) Business Days prior to Closing.

34. WOOD DESTROYING INFESTATION: Notwithstanding the provisions of Paragraph 12, within ten (10) Business Days after Date of Acceptance, Seller at Seller's expense shall deliver to Buyer a written report, dated not more than six (6) months prior to the Date of Closing, by a licensed inspector certified by the appropriate state regulatory authority in the subcategory of termites, stating that there is no visible evidence of active infestation by termites or other wood destroying insects. Unless otherwise agreed between the Parties, if the report discloses evidence of active infestation or structural damage, Buyer has the option within five (5) Business Days of receipt of the report to proceed with the purchase or to declare this Contract null and void.

35. POSSESSION AFTER CLOSING: Possession shall be delivered no later than 11:59 p.m. on the date that is [CHECK ONE] ☐ _____ days after the date of Closing or ☐ _____, 20 ____ ("the Possession Date"). Seller shall be responsible for all utilities, contents and liability insurance, and home maintenance expenses until delivery of possession. Seller shall deposit in escrow at Closing with an escrowee as agreed, the sum of \$ _____ (if left blank, two percent (2%) of the Purchase Price) and disbursed as follows:

- a) The sum of \$ _____ per day for use and occupancy from and including the day after Closing to and including the day of delivery of Possession if on or before the Possession Date;
- b) The amount per day equal to three (3) times the daily amount set forth herein shall be paid for each day after the Possession Date specified in this paragraph that Seller remains in possession of the Real Estate; and

Buyer Initial  Buyer Initial _____

Seller Initial  Seller Initial _____

Address: _____ v7.0

481 c) The balance, if any, to Seller after delivery of Possession and provided that the terms of Paragraph 21 have
 482 been satisfied. Seller's liability under this paragraph shall not be limited to the amount of the possession escrow
 483 deposit referred to above. Nothing herein shall be deemed to create a Landlord/Tenant relationship between the Parties.

484 _____ **36. "AS IS" CONDITION:** This Contract is for the sale and purchase of the Real Estate in its "As Is"
 485 condition as of the Date of Offer. Buyer acknowledges that no representations, warranties or guarantees with respect
 486 to the condition of the Real Estate have been made by Seller or Seller's Designated Agent other than those known
 487 defects, if any, disclosed by Seller. Buyer may conduct at Buyer's expense such inspections as Buyer desires. In that
 488 event, Seller shall make the Real Estate available to Buyer's inspector at reasonable times. Buyer shall indemnify Seller
 489 and hold Seller harmless from and against any loss or damage caused by the acts of negligence of Buyer or any person
 490 performing any inspection. In the event the inspection reveals that the condition of the Real Estate is unacceptable
 491 to Buyer and Buyer so notifies Seller within five (5) Business Days after Date of Acceptance, this Contract shall be
 492 null and void. Buyer's notice SHALL NOT include a copy of the inspection report, and Buyer shall not be obligated
 493 to send the inspection report to Seller absent Seller's written request for same. Failure of Buyer to notify Seller or
 494 to conduct said inspection operates as a waiver of Buyer's right to terminate this Contract under this paragraph and
 495 this Contract shall remain in full force and effect. Buyer acknowledges that the provisions of Paragraph 12 and the
 496 warranty provisions of Paragraph 3 do not apply to this Contract. Nothing in this paragraph shall prohibit the exercise
 497 of rights by Buyer in Paragraph 33, if applicable.

by the next scheduled meeting upon proper notice

498 _____ **37. SPECIFIED PARTY APPROVAL:** This Contract is contingent upon the approval of the Real
 499 Estate by Des Plaines City Council Buyer's Specified Party, _____ after Date
 500 of Acceptance. In the event Buyer's Specified Party does not approve of the Real Estate and Notice is given to Seller
 501 within the time specified, this Contract shall be null and void. If Notice is not served within the time specified, this
 502 provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

503 _____ **38. ATTACHMENTS:** The following attachments, if any, are hereby incorporated into this Contract
 504 [IDENTIFY BY TITLE]: _____
 505 _____

506 _____ **39. MISCELLANEOUS PROVISIONS:** Buyer's and Seller's obligations are contingent upon the
 507 Parties entering into a separate written agreement consistent with the terms and conditions set forth herein, and with
 508 such additional terms as either Party may deem necessary, providing for one or more of the following [CHECK APPLICABLE BOXES]:

- | | | |
|---|--|--|
| 509 <input type="checkbox"/> Articles of Agreement for Deed | <input type="checkbox"/> Assumption of Seller's Mortgage | <input type="checkbox"/> Commercial/Investment |
| 510 <input type="checkbox"/> or Purchase Money Mortgage | <input type="checkbox"/> Cooperative Apartment | <input type="checkbox"/> New Construction |
| 511 <input type="checkbox"/> Short Sale | <input type="checkbox"/> Tax-Deferred Exchange | <input type="checkbox"/> Vacant Land |
| 512 <input type="checkbox"/> Multi-Unit (4 Units or fewer) | <input type="checkbox"/> Interest Bearing Account | <input type="checkbox"/> Lease Purchase |

Buyer Initial UB Buyer Initial _____
 Address: _____

Seller Initial ML Seller Initial _____

v7.0

513 THE PARTIES ACKNOWLEDGE THAT THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS AND IS SUBJECT TO THE
514 COVENANT OF GOOD FAITH AND FAIR DEALING IMPLIED IN ALL ILLINOIS CONTRACTS.

515 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS.

516 THE PARTIES REPRESENT THAT THE TEXT OF THIS COPYRIGHTED FORM HAS NOT BEEN ALTERED AND IS IDENTICAL TO THE OFFICIAL MULTI-
517 BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0.

518 June 3, 2021

6/9/2021 | 1:26 PM ADT

519 Date of Offer

DATE OF ACCEPTANCE

520 City of Des Plaines

Martha Adrowski

521 Buyer Signature

Seller Signature

522

523 Buyer Signature

Seller Signature

524 By Mike Bartholomew, City Manager

Martha Adrowski

525 Print Buyer(s) Name(s) [REQUIRED]

Print Seller(s) Name(s) [REQUIRED]

526 1420 MINER

1319 E Oakton St

527 Address [REQUIRED]

Address [REQUIRED]

528 DESPLAINES IL 60016

Des Plaines, IL 60018

529 City, State, Zip [REQUIRED]

City, State, Zip [REQUIRED]

530

531 Phone

E-mail

Phone

E-mail

532

FOR INFORMATION ONLY

533 ~~Keller Williams Realty Ptnr,LL 8758~~

~~481000167~~

Keller Williams Realty Partners 8758 481.000167

534 Buyer's Brokerage

MLS #

State License #

Seller's Brokerage

MLS #

State License #

535 ~~700 Busse Hwy~~

~~Park Ridge 60068~~

700 Busse Hwy

Park Ridge, IL 60068

536 Address

City

Zip

Address

City

Zip

537 ~~Jean Marella~~

~~82281~~

~~475137560~~

Joe & Jean Marella 86379 471.010653

538 Buyer's Designated Agent

MLS #

State License #

Seller's Designated Agent

MLS #

State License #

539 ~~(847) 685-8300~~

847-224-9636

847-692-6179

540 Phone

Fax

Phone

Fax

541 ~~jean@TheMarellas.com~~

Info@TheMarellas.com

542 E-mail

E-mail

543 Elrod Friedman LLP, Attn: Megan Cawley

Frank Howard

Frank@FHawardLaw.com

544 Buyer's Attorney

E-mail

Seller's Attorney

E-mail

545 325 N. LaSalle St., Suite 450, Chicago, IL 60654

546 Address

City

State

Zip

Address

City

State

Zip

547 847-501-0763

847-692-5400

847-692-5410

548 Phone

Fax

Phone

Fax

549 megan.cawley@elrodfridman.com

550 Email

Phone

Homeowner's/Condo Association (if any)

Phone

551 none

552 Loan Officer

Phone/Fax

Management Co./Other Contact

Phone

553

554 Loan Officer E-mail

Management Co./Other Contact E-mail

555 Illinois Real Estate License Law requires all offers be presented in a timely manner; Buyer requests verification that this offer was presented.

556 Seller rejection: This offer was presented to Seller on _____, 20____ at ____:____ a.m./p.m. and rejected on _____

557 _____, 20____ at ____:____ a.m./p.m. _____ [SELLER INITIALS]

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559 (website of Illinois Real Estate Lawyers Association). Approved by the following organizations, December 2018: Belvidere Board of REALTORS® · Chicago Association of REALTORS® · Chicago Bar Association
560 · DuPage County Bar Association · Heartland REALTOR® Organization · Grundy County Bar Association · Hometown Association of REALTORS® · Illinois Real Estate Lawyers Association · Illini Valley
561 Association of REALTORS® · Kane County Bar Association · Kankakee-Iroquois-Ford County Association of REALTORS® · Mainstreet Organization of REALTORS® · McHenry County Bar Association ·
562 North Shore-Barrington Association of REALTORS® · North Suburban Bar Association · Northwest Suburban Bar Association · Oak Park Area Association of REALTORS® · REALTOR® Association of
563 the Fox Valley, Inc. · Three Rivers Association of REALTORS · Will County Bar Association ·

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ds
MLL

Address: _____

v7.0

Page 13 of 13

Exhibit A

Page 16 of 23



ILLINOIS REALTORS®
DISCLOSURE OF INFORMATION ON RADON HAZARDS
 (For Residential Real Property Sales or Purchases)



Radon Warning Statement

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling showing elevated levels of radon in the seller's possession.

The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

Seller's Disclosure (initial each of the following which applies)

- _____ (a) Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (Explain).
- _____ (b) Seller has provided the purchaser with the most current records and reports pertaining to elevated radon concentrations within the dwelling.
- _____ (c) Seller either has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.
- m (d) Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.

Purchaser's Acknowledgment (initial each of the following which applies)

- _____ (e) Purchaser has received copies of all information listed above.
- _____ (f) Purchaser has received the IEMA approved Radon Disclosure Pamphlet.

Agent's Acknowledgement (initial IF APPLICABLE)

- JA (g) Agent has informed the seller of the seller's obligations under Illinois law.

Certification of Accuracy

The following parties have reviewed the information above and each party certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

Seller <u>Martha Edwards</u>	Date <u>5/1/21</u>
Seller _____	Date _____
Purchaser <u>[Signature]</u>	Date <u>6-3-2021</u>
Purchaser _____	Date _____
Agent <u>[Signature]</u>	Date <u>5-1-21</u>
Agent _____	Date _____

Property Address: 1319 E Oakton St

City, State, Zip Code: Des Plaines IL 60018



ILLINOIS REALTORS®
DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS



Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Property Address: 1319 E Oakton St Des Plaines IL 60018

Seller's Disclosure (initial)

ma (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

ma (b) Records and Reports available to the seller (check one below):

☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

_____ (c) Purchaser has received copies of all information listed above.

_____ (d) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home*.

_____ (e) Purchaser has (check one below):

☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or

☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

MA (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify to the best of their knowledge, that the information they have provided is true and accurate.

Seller Martha Amara Date 5-1-21

Purchaser [Signature] Date 6-3-2021

Seller _____ Date _____

Purchaser _____ Date _____

Agent [Signature] Date 5-1-21

Agent _____ Date _____

(This disclosure form should be attached to the Contract to Purchase.)
 FORM 420 (05/2019) COPYRIGHT ILLINOIS REALTORS®

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Illinois REALTORS®
RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT
(765 ILCS 77/35)

NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY. THIS REPORT DOES NOT LIMIT THE PARTIES' RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION. UNDER COMMON LAW, SELLERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE PROSPECTIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY THE SELLER CREATES LEGAL OBLIGATIONS ON THE SELLER; THEREFORE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

Property Address: 1319 E Oakton St

City, State & Zip Code: Des Plaines

IL

60018

Seller's Name: ADDAWSKI

This Report is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real Property Disclosure Act. This information is provided as of May 1, 2021, and does not reflect any changes made or occurring after that date or information that becomes known to the seller after that date. The disclosures herein shall not be deemed warranties of any kind by the seller or any person representing any party in this transaction.

In this form, "am aware" means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form, a "material defect" means a condition that would have a substantial adverse effect on the value of the residential real property or that would significantly impair the health or safety of future occupants of the residential real property unless the seller reasonably believes that the condition has been corrected.

The seller discloses the following information with the knowledge that even though the statements herein are not deemed to be warranties, prospective buyers may choose to rely on this information in deciding whether or not and on what terms to purchase the residential real property.

The seller represents that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes" (correct), "no" (incorrect), or "not applicable" to the property being sold. If the seller indicates that the response to any statement, except number 1, is yes or not applicable, the seller shall provide an explanation, in the additional information area of this form.

	YES	NO	N/A	
1.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Seller has occupied the property within the last 12 months. (No explanation is needed.)
2.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of flooding or recurring leakage problems in the crawl space or basement.
3.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware that the property is located in a flood plain or that I currently have flood hazard insurance on the property.
4.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of material defects in the basement or foundation (including cracks and bulges).
5.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of leaks or material defects in the roof, ceilings, or chimney.
6.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of material defects in the walls, windows, doors, or floors.
7.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of material defects in the electrical system.
8.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of material defects in the plumbing system (includes such things as water heater, sump pump, water treatment system, sprinkler system, and swimming pool).
9.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	I am aware of material defects in the well or well equipment.
10.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of unsafe conditions in the drinking water.
11.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of material defects in the heating, air conditioning, or ventilating systems.
12.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	I am aware of material defects in the fireplace or wood burning stove.
13.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of material defects in the septic, sanitary sewer, or other disposal system.
14.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of unsafe concentrations of radon on the premises.
15.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises.
16.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of unsafe concentrations of or unsafe conditions relating to lead paint, lead water pipes, lead plumbing pipes or lead in the soil on the premises.
17.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises.
18.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of current infestations of termites or other wood boring insects.
19.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of a structural defect caused by previous infestations of termites or other wood boring insects.
20.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of underground fuel storage tanks on the property.
21.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of boundary or lot line disputes.
22.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected.
23.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware that this property has been used for the manufacture of methamphetamine as defined in Section 10 of the Methamphetamine Control and Community Protection Act.

Note: These disclosures are not intended to cover the common elements of a condominium, but only the actual residential real property including limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

Note: These disclosures are intended to reflect the current condition of the premises and do not include previous problems, if any, that the seller reasonably believes have been corrected.

If any of the above are marked "not applicable" or "yes", please explain here or use additional pages, if necessary: _____

94 712 NONE

Check here if additional pages used: _____

Seller certifies that seller has prepared this statement and certifies that the information provided is based on the actual notice or actual knowledge of the seller without any specific investigation or inquiry on the part of the seller. The seller hereby authorizes any person representing any principal in this transaction to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

Seller: Martha Adnowski Date: 5/1/21

Seller: _____ Date: _____

THE PROSPECTIVE BUYER IS AWARE THAT THE PARTIES MAY CHOOSE TO NEGOTIATE AN AGREEMENT FOR THE SALE OF THE PROPERTY SUBJECT TO ANY OR ALL MATERIAL DEFECTS DISCLOSED IN THIS REPORT ("AS IS"). THIS DISCLOSURE IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PROSPECTIVE BUYER OR SELLER MAY WISH TO OBTAIN OR NEGOTIATE. THE FACT THAT THE SELLER IS NOT AWARE OF A PARTICULAR CONDITION OR PROBLEM IS NO GUARANTEE THAT IT DOES NOT EXIST. THE PROSPECTIVE BUYER IS AWARE THAT HE MAY REQUEST AN INSPECTION OF THE PREMISES PERFORMED BY A QUALIFIED PROFESSIONAL.

Prospective Buyer: [Signature] Date: 6-3-2021 Time: _____

Prospective Buyer: _____ Date: _____ Time: _____

A COPY OF ARTICLE 2 OF THE RESIDENTIAL REAL PROPERTY DISCLOSURE ACT IS AFFIXED HERETO AND SHOULD BE REVIEWED BY PROSPECTIVE BUYER.

RESIDENTIAL REAL PROPERTY DISCLOSURE ACT**ARTICLE 2: DISCLOSURES**765 ILCS 77/5 *et seq.*

Section 5. Definitions: As used in this Act, unless the context otherwise requires the following terms have the meaning given in this section:

"Residential real property" means real property improved with not less than one nor more than four residential dwelling units: units in residential cooperatives; or, condominium units including the limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit. The term includes a manufactured home as defined in subdivision (53) of Section 9-102 of the Uniform Commercial Code that is real property as defined in the Conveyance and Encumbrance of Manufactured Homes as Real Property and Severance Act.

"Seller" means every person or entity who is an owner, beneficiary of a trust, contract purchaser or lessee of a ground lease, who has an interest (legal or equitable) in residential real property. However, "seller" shall not include any person who has both (i) never occupied the residential real property and (ii) never had the management responsibility for the residential real property nor delegated such responsibility for the residential real property to another person or entity.

"Prospective buyer" means any person or entity negotiating or offering to become an owner or lessee of residential real property by means of a transfer for value to which this Act applies.

Section 10. Applicability. Except as provided in Section 15, this Act applies to any transfer by sale, exchange, installment land sale-contract, assignment of beneficial interest, lease with an option to purchase, ground lease or assignment of ground lease of residential real property.

Section 15. Applicability; Exceptions. The provisions of this Act do not apply to the following:

(1) Transfers pursuant to court order, including, but not limited to, transfers ordered by a probate court in administration of an estate, transfers between spouses resulting from a judgment of dissolution of marriage or legal separation, transfers pursuant to an order of possession, transfers by a trustee in bankruptcy, transfers by eminent domain and transfers resulting from a decree for specific performance.

(2) Transfers from a mortgagor to a mortgagee by deed in lieu of foreclosure or consent judgment, transfer by judicial deed issued pursuant to a foreclosure sale to the successful bidder or the assignee of a certificate of sale, transfer by a collateral assignment of a beneficial interest of a land trust, or a transfer by a mortgagee or a successor in interest to the mortgagee's secured position or a beneficiary under a deed in trust who has acquired the real property by deed in lieu of foreclosure, consent judgment or judicial deed issued pursuant to a foreclosure sale.

(3) Transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust.

(4) Transfers from one co-owner to one or more other co-owners.

(5) Transfers pursuant to testate or intestate succession.

(6) Transfers made to a spouse, or to a person or persons in the lineal line of consanguinity of one or more of the sellers.

(7) Transfers from an entity that has taken title to residential real property from a seller for the purpose of assisting in the relocation of the seller, so long as the entity makes available to all prospective buyers a copy of the disclosure form furnished to the entity by the seller.

(8) Transfers to or from any governmental entity.

(9) Transfers of newly constructed residential real property that has not been occupied.

Section 20. Disclosure Report; Completion; Time of Delivery. A seller of residential real property shall complete all applicable items in the disclosure document described in Section 35 of this Act. The seller shall deliver to the prospective buyer the written disclosure statement required by this Act before the signing of a written agreement by the seller and prospective buyer that would, subject to the satisfaction of any negotiated contingencies, require the prospective buyer to accept a transfer of the residential real property.

Section 25. Liability of seller.

(a) The seller is not liable for any error, inaccuracy, or omission of any information delivered pursuant to this Act if (i) the seller had no knowledge of the error, inaccuracy, or omission, (ii) the error, inaccuracy, or omission was based on a reasonable belief that a material defect or other matter not disclosed had been corrected, or (iii) the error, inaccuracy, or omission was based on information provided by a public agency or by a licensed engineer, land surveyor, structural pest control operator, or by a contractor about matters within the scope of the contractor's occupation and the seller had no knowledge of the error, inaccuracy, or omission.

(b) The seller shall disclose material defects of which the seller has actual knowledge.

(c) The seller is not obligated by this Act to make any specific investigation or inquiry in an effort to complete the disclosure statement.

Section 30. Disclosure supplement. If, prior to closing, any seller has actual knowledge of an error, inaccuracy, or omission in any prior disclosure document after delivery of that disclosure document to a prospective buyer, that seller shall supplement the prior disclosure document with a written supplemental disclosure.

Section 35. Disclosure report form. . . . [omitted]

Section 40. Material defect. If a material defect is disclosed in the Residential Real Property Disclosure Report, after acceptance by the prospective buyer of an offer or counter-offer made by a seller or after the execution of an offer made by a prospective buyer that is accepted by the seller for the conveyance of the residential real property, then the Prospective Buyer may, within three business days after receipt of that Report by the prospective buyer, terminate the contract or other agreement without any liability or recourse except for the return to prospective buyer of all earnest money deposits or down payments paid by prospective buyer in the transaction. If a material defect is disclosed in a supplement to this disclosure document, the prospective buyer shall not have a right to terminate unless the material defect results from an error, inaccuracy, or omission of which the seller had actual knowledge at the time the prior disclosure document was completed and signed by the seller. The right to terminate the contract, however, shall no longer exist after the conveyance of the residential real property. For purposes of this Act the termination shall be deemed to be made when written notice of termination is personally delivered to at least one of the sellers identified in the contract or other agreement or when deposited, certified or registered mail, with the United States Postal Service, addressed to one of the sellers at the address indicated in the contract or agreement, or, if there is not an address contained therein, then at the address indicated for the residential real property on the Report.

Section 45. Effect of Act on Other Statutes or Common Law. This Act is not intended to limit or modify any obligation to disclose created by any other statute or that may exist in common law in order to avoid fraud, misrepresentation, or deceit in the transaction.

Section 50. Disclosure Report; Method of Delivery. Delivery of the Residential Real Property Disclosure Report provided by this Act shall be by:

(1) personal or facsimile delivery to the prospective buyer;

(2) depositing the report with the United States Postal Service, postage prepaid, first class mail, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement; or

(3) depositing the report with an alternative delivery service such as Federal Express, UPS, or Airborne, delivery charges prepaid, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement.

For purposes of this Act, delivery to one prospective buyer is deemed delivery to all prospective buyers. Delivery to an authorized individual acting on behalf of a prospective buyer constitutes delivery to all prospective buyers. Delivery of the Report is effective upon receipt by the prospective buyer. Receipt may be acknowledged on the Report, in an agreement for the conveyance of the residential real property, or shown in any other verifiable manner.

Section 55. Violations and damages. If the seller fails or refuses to provide the disclosure document prior to the conveyance of the residential real property, the buyer shall have the right to terminate the contract. A person who knowingly violates or fails to perform any duty prescribed by any provision of this Act or who discloses any information on the Residential Real Property Disclosure Report that he knows to be false shall be liable in the amount of actual damages and court costs, and the court may award reasonable attorney fees incurred by the prevailing party.

Section 60. Limitation of Action. No action for violation of this Act may be commenced later than one year from the earlier of the date of possession, date of occupancy or date of recording of an instrument of conveyance of the residential real property.

Section 65. Disclosure Report Form; Contents; Copy of Act. A copy of this Act, excluding Section 35, must be printed on or as a part of the Residential Real Property Disclosure Report form.

Date provided to Buyer: _____

Seller: Marta Choucri



CHICAGO ASSOCIATION OF REALTORS®
Notice of No Agency
 (For Customer Buyers or Tenants)



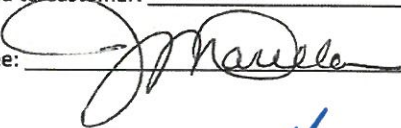
THIS NOTICE OF NO AGENCY IS BEING PROVIDED AS REQUIRED BY ILLINOIS STATE LAW

1 This Notice of No Agency ("Notice") provides notice to prospective buyer(s) or tenant(s)
 2 City Of Des Plaines ("Customer") that Joe & Jean Marella ("Licensee")
 3 sponsored by Keller Williams Realty Partners ("Sponsoring Broker") has previously entered in an
 4 agreement with a seller or landlord to provide certain real estate brokerage services with Licensee as the seller or landlord's designated agent
 5 for the property located at 1319 E Oakton St, Des Plaines, IL 60018 ("Property").

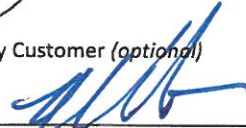
6 **AS A RESULT, LICENSEE DOES NOT REPRESENT AND IS NOT ACTING AS THE DESIGNATED AGENT FOR CUSTOMER IN CONNECTION WITH ANY**
 7 **INQUIRY, SHOWING, OFFER, SALE OR LEASE OF THE PROPERTY.** Information Customer provides to Licensee will not be kept confidential.
 8 Licensee may provide Customer with factual information regarding the Property and may perform limited clerical services, including but not
 9 limited to:

- 10 • Responding to inquiries that concern the price, location, or other factual information about the Property;
- 11 • Showing the Property;
- 12 • Accompanying an appraiser, inspector, contractor, or similar third party on a visit to the Property;
- 13 • Disclosing known material defects of the Property of which Licensee is aware;
- 14 • Assisting in completing factual information in an offer to purchase or lease;
- 15 • Providing a referral to another licensee, sponsoring broker, or service provider.

16 Date Notice Provided to Customer: 5/27/2021

17 Signature of Licensee: 

18 Acknowledgement of receipt by Customer (optional)

19 Signature of Customer:  Date: 6-3-2021

20 Signature of Customer: _____ Date: _____



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 Act¹. 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 Act².

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 Act³, 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



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 (5th Ward)

Issue: The petitioner is requesting a Conditional Use under Section 12-7-3(F)(3) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow for an 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)

- 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 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

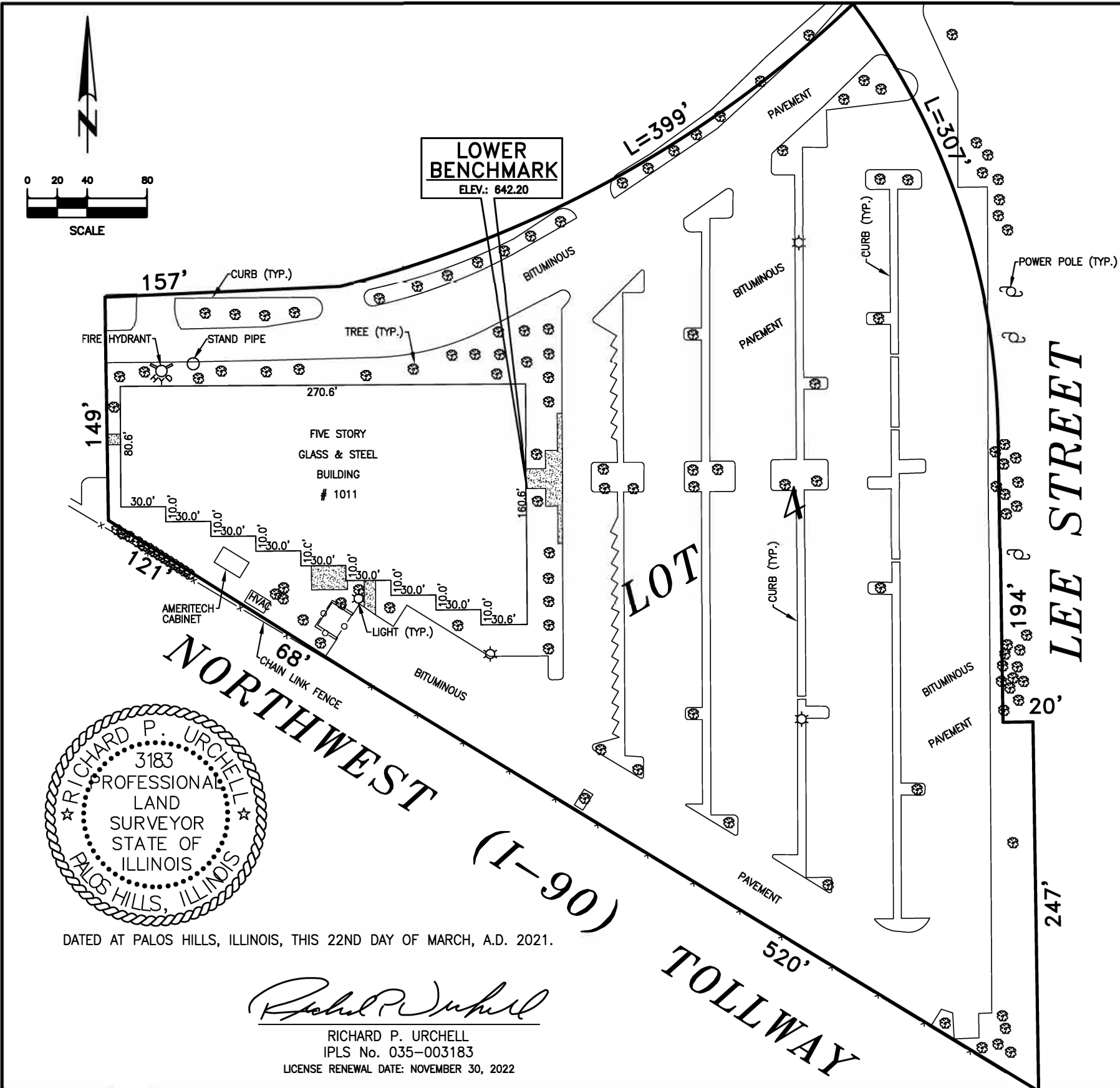
The proposed conditional use amendment does and will comply with all additional regulations in this title specific to this amendment request.

**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

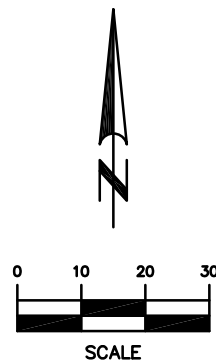
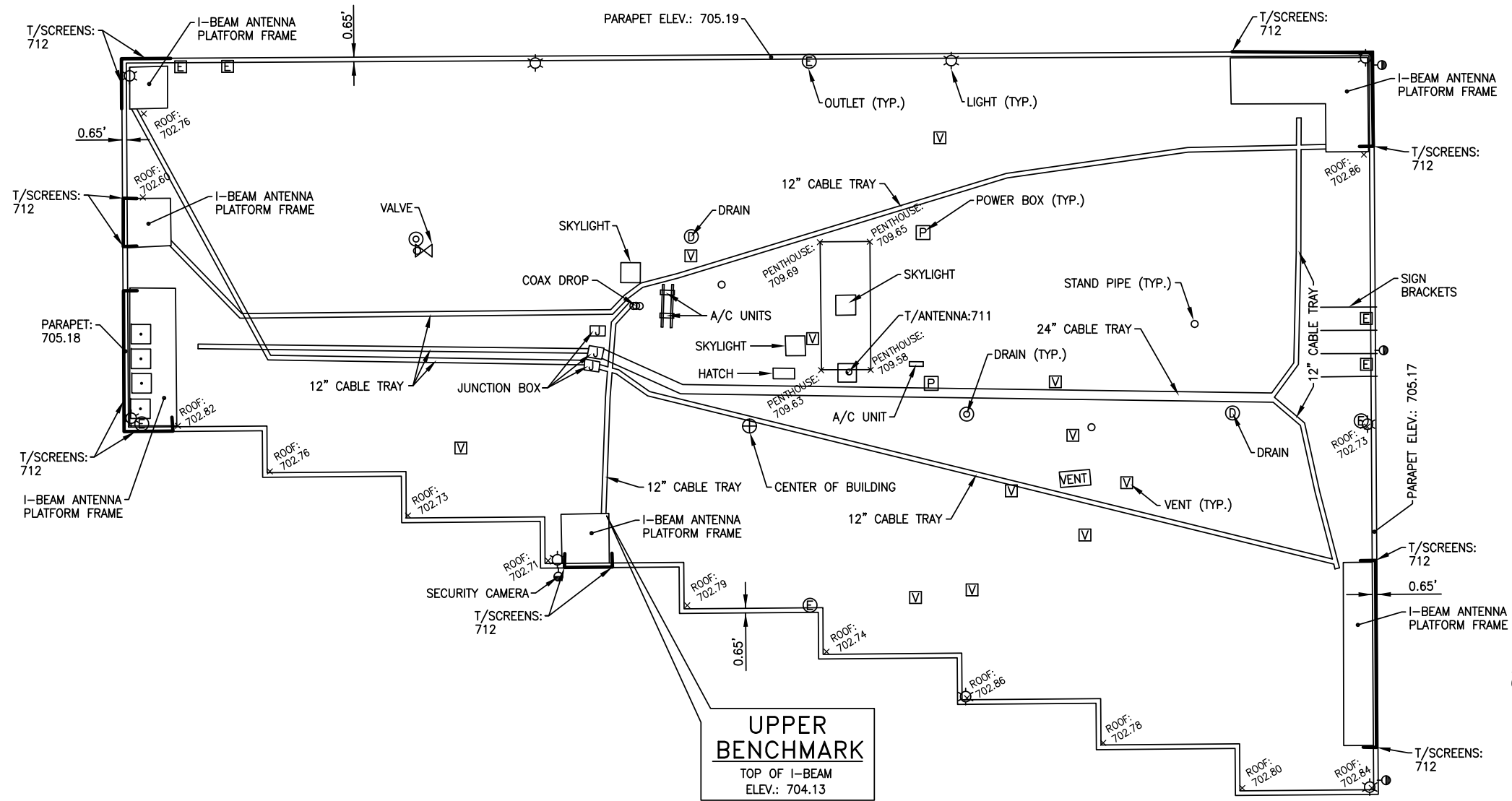
CH13035E
BLUE PRUDENTIAL BUILDING
1011 EAST TOUHY AVENUE
DES PLAINES, IL

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



DATED AT PALOS HILLS, ILLINOIS, THIS 22ND DAY OF MARCH, A.D. 2021.

Richard P. Urchell

RICHARD P. URCHELL
IPLS No. 035-003183
LICENSE RENEWAL DATE: NOVEMBER 30, 2022



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



1400 OPUS PLACE 7TH FLOOR
DOWNERS GROVE, IL 60515
(773) 444-5400

NO.	DATE	REVISIONS	BY	CHK	APP'D
0	3/19/21	PRELIMINARY			
SCALE: AS SHOWN			DESIGNED BY:		
			DRAWN BY: T.G.		



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 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, 5th Ward
RE: Consideration of Conditional Use at 1011 E. Touhy Avenue, Case #21-007-CU (5th 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 Szabo', written over a light blue horizontal line.

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:

CITY CLERK

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

Approved as to form:

CITY CLERK

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

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.

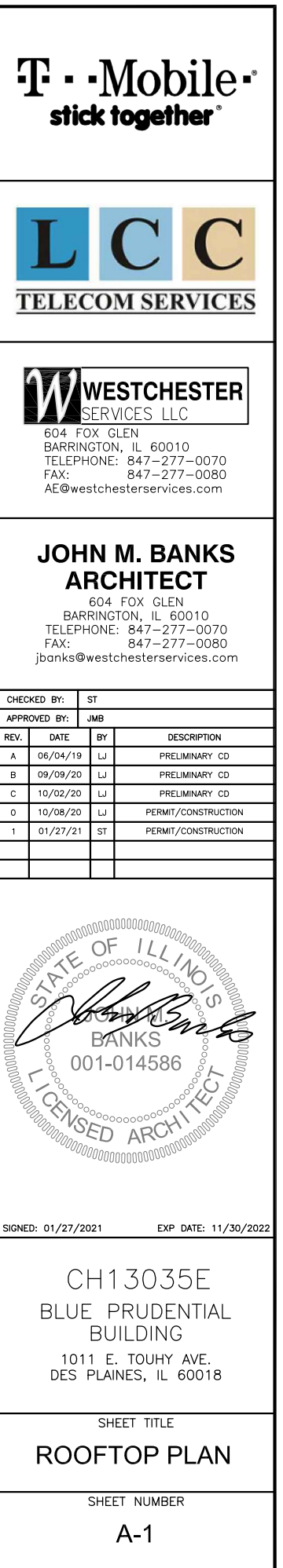
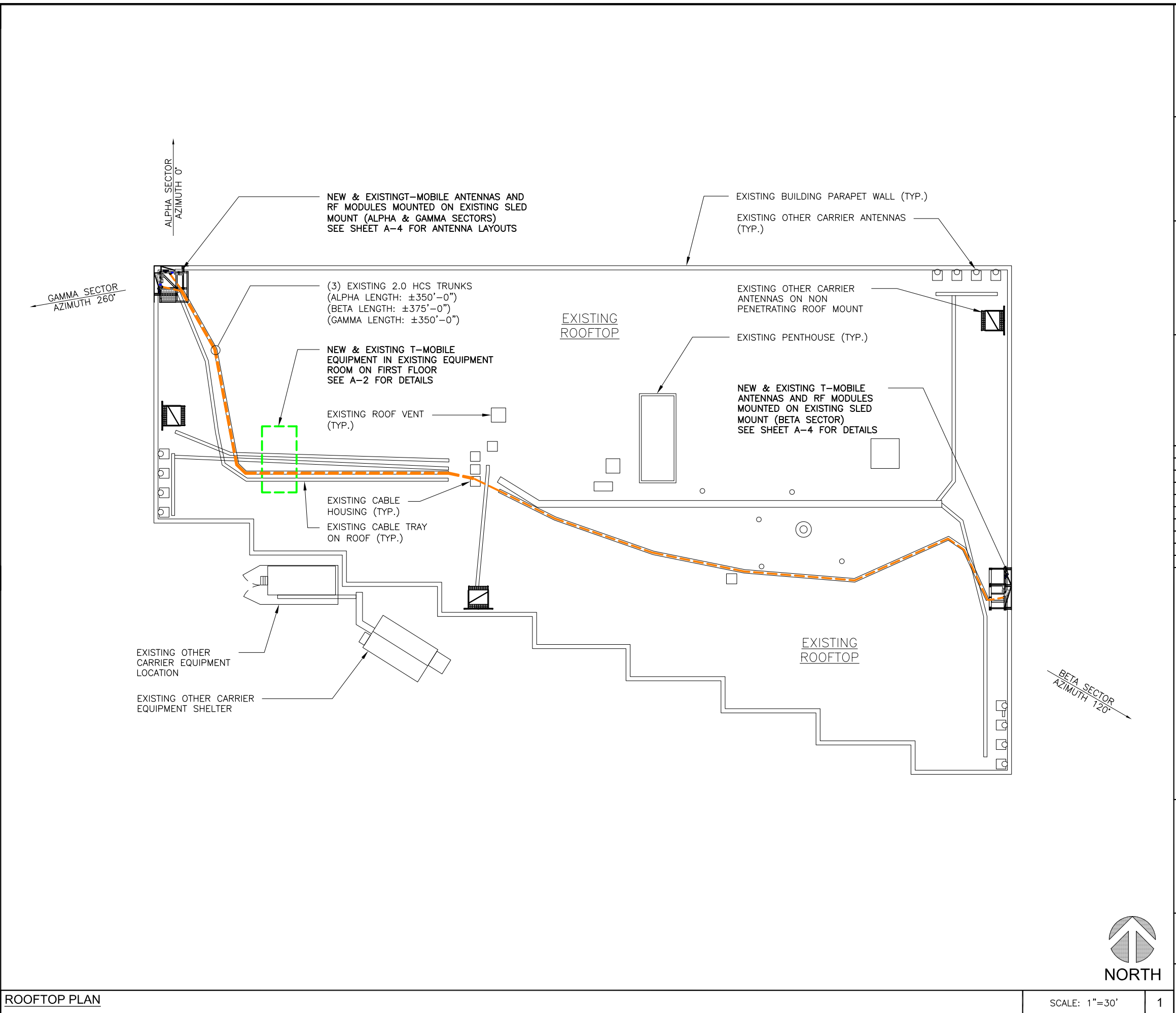
LCC Telecom Services, on behalf of T-Mobile, looks forward to working with the City of Des Plaines to bring the benefits of the proposed service to the entire area. The modification of the equipment will ensure the best uninterrupted wireless services for the citizens of the City of Des Plaines. The application addresses standards for a Conditional Use Amendment Approval contained in the City's zoning code, and how this proposal complies with those standards.

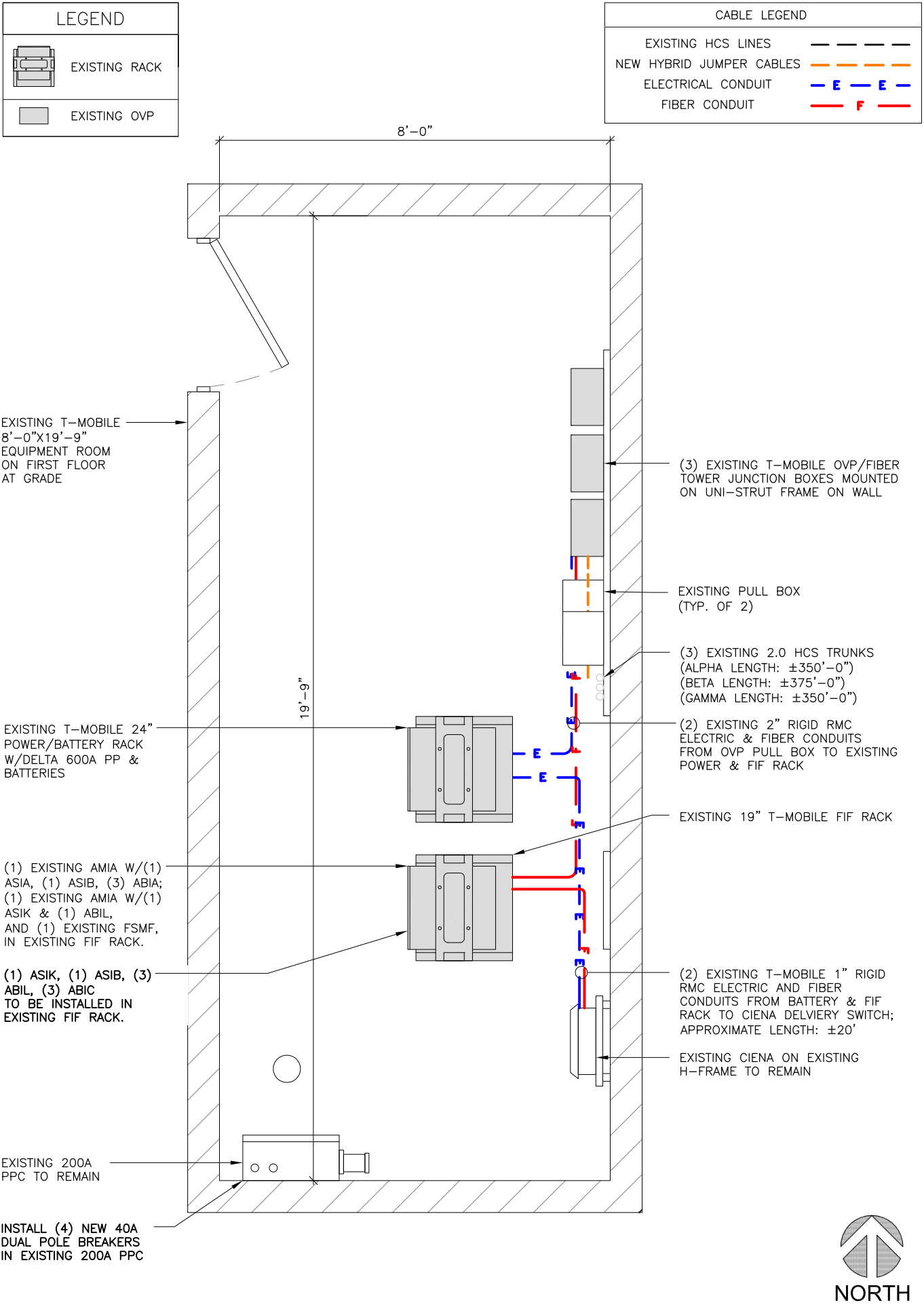
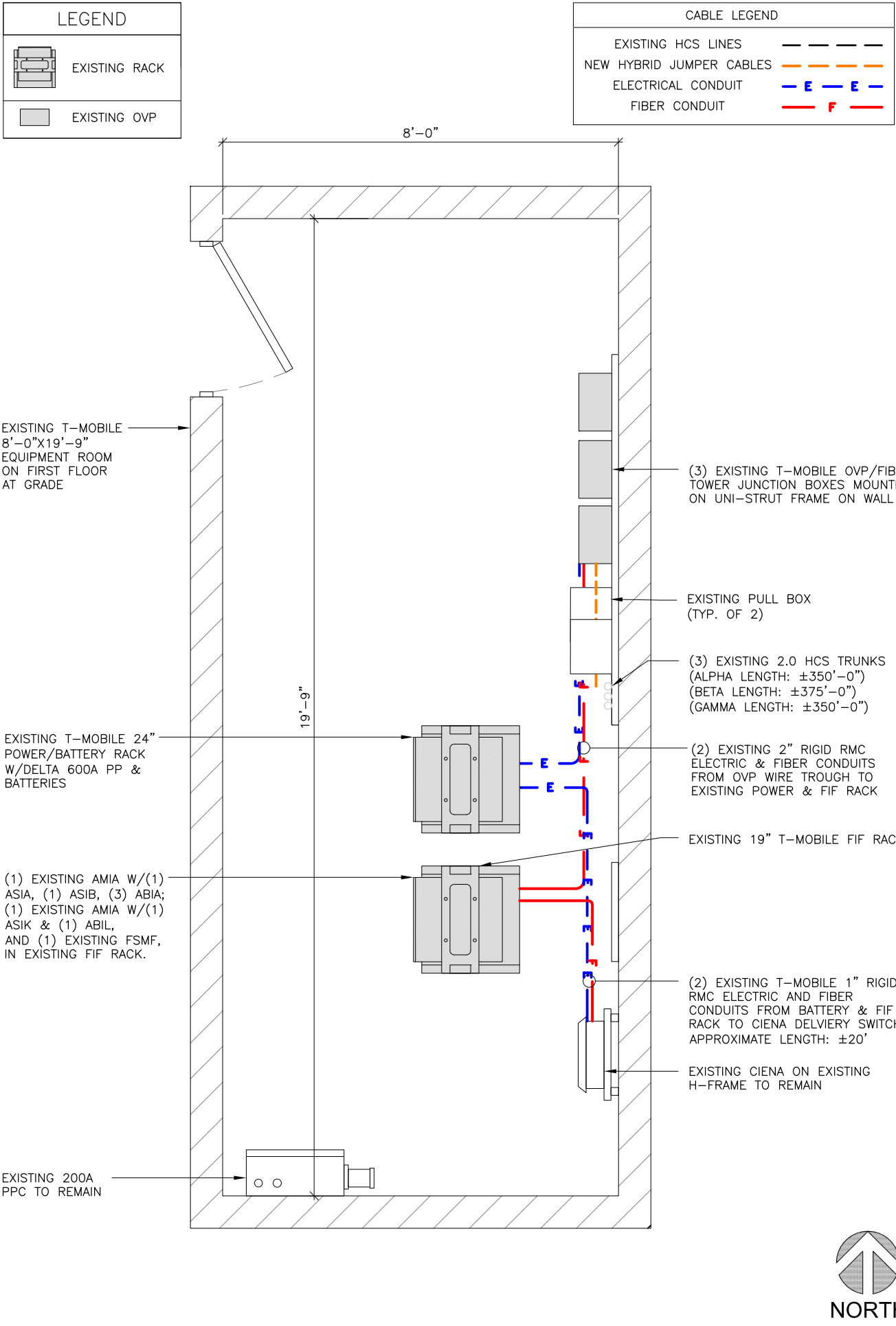
ABBREVIATIONS

AFF	ABOVE FINISHED FLOOR
AGL	ABOVE GRADE LEVEL
AMSL	ABOVE MEAN SEA LEVEL
APPROX	APPROXIMATE
AWG	AMERICAN WIRE GAUGE
BBU	BATTERY BACKUP UNIT
BLDG	BUILDING
CLR	CLEAR
COL	COLUMN
CONC	CONCRETE
CND	CONDUIT
DWG	DRAWING
FT	FOOT(FEET)
EGB	EQUIPMENT GROUND BAR
ELEC	ELECTRICAL
EMT	ELECTRICAL METALLIC TUBING
ELEV	ELEVATION
EQUIP	EQUIPMENT
E	EXISTING
EXT	EXTERIOR
FND	FOUNDATION
GA	GAUGE
GALV	GALVANIZED
GPS	GLOBAL POSITIONING SYSTEM
GND	GROUND
HCS	HYBRID CABLE SOLUTION
LTE	LONG TERM EVOLUTION
MAX	MAXIMUM
MFR	MANUFACTURER
MGB	MASTER GROUND BAR
MIN	MINIMUM
NTS	NOT TO SCALE
O.C.	ON CENTER
OE/OT	OVERHEAD ELECTRIC/TELCO
RFDS	RF DATA SHEET
RGS	RIGID GALVANIZED STEEL
IN	INCH(ES)
INT	INTERIOR
LB(#)	POUND(S)
RRH	REMOTE RADIO HEAD
SF	SQUARE FOOT
SSC	SITE SUPPORT CABINET
STL	STEEL
TBD	TO BE DETERMINED
TYP	TYPICAL
UE/UT	UNDERGROUND ELECTRIC/TELCO
UNO	UNLESS NOTED OTHERWISE
VIF	VERIFY IN FIELD
W/	WITH
XFMR	TRANSFORMER
ℙ	PLATE

SYMBOLS

	CENTERLINE
	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
	





T-Mobile
stick together®

LCC
TELECOM SERVICES

WESTCHESTER
SERVICES LLC
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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

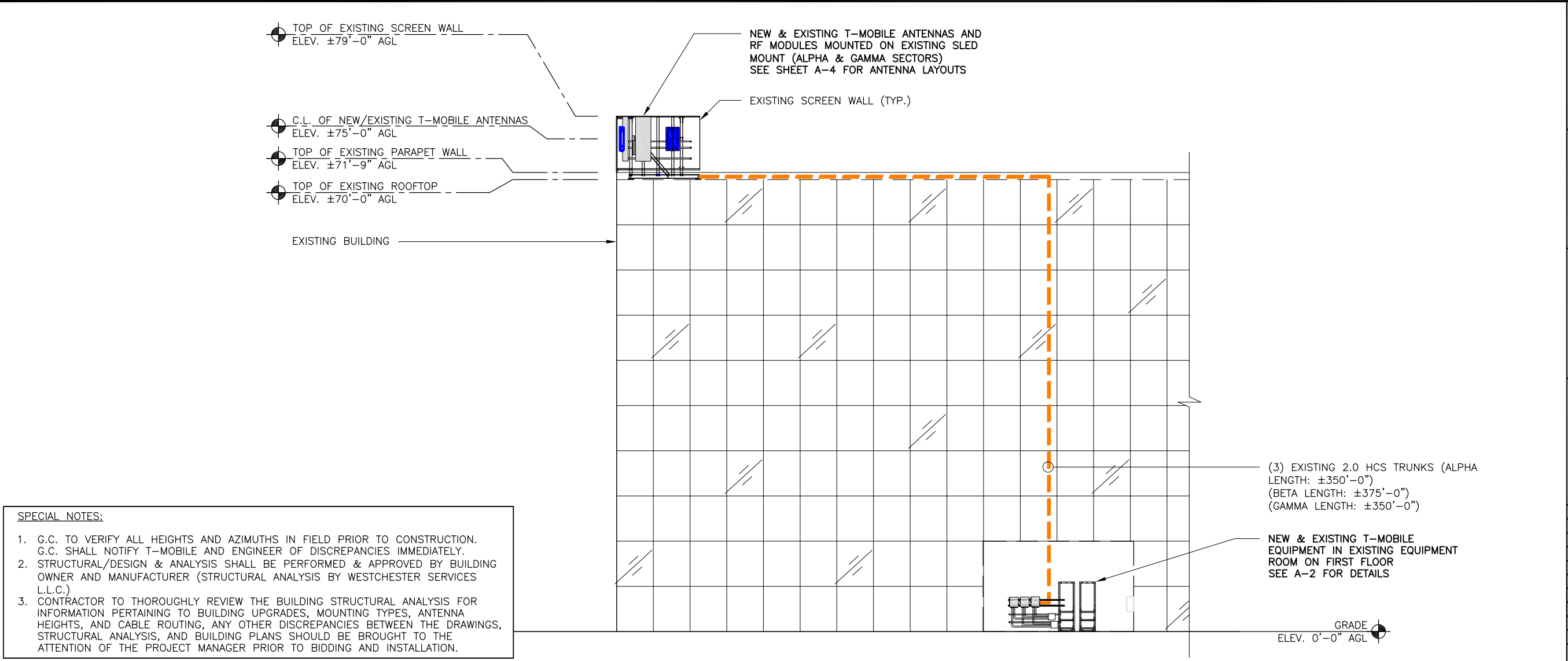
STATE OF ILLINOIS
BANKS
001-014586
LICENSED ARCHITECT

SIGNED: 01/27/2021 EXP DATE: 11/30/2022

CH13035E
BLUE PRUDENTIAL
BUILDING
1011 E. TOUHY AVE.
DES PLAINES, IL 60018

SHEET TITLE
EXISTING & PROPOSED
ENLARGED EQUIPMENT
LAYOUT

SHEET NUMBER
A-2



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		SCALE: N.T.S.		3	

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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

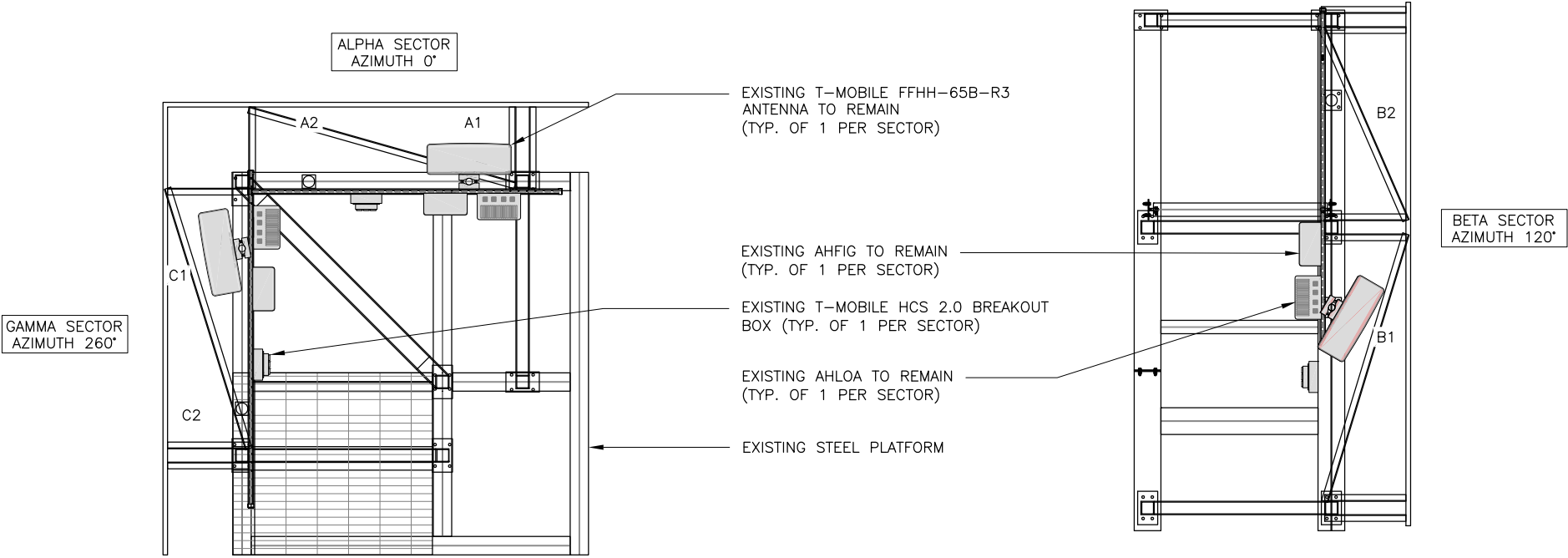
SIGNED: 01/27/2021 EXP DATE: 11/30/2022

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

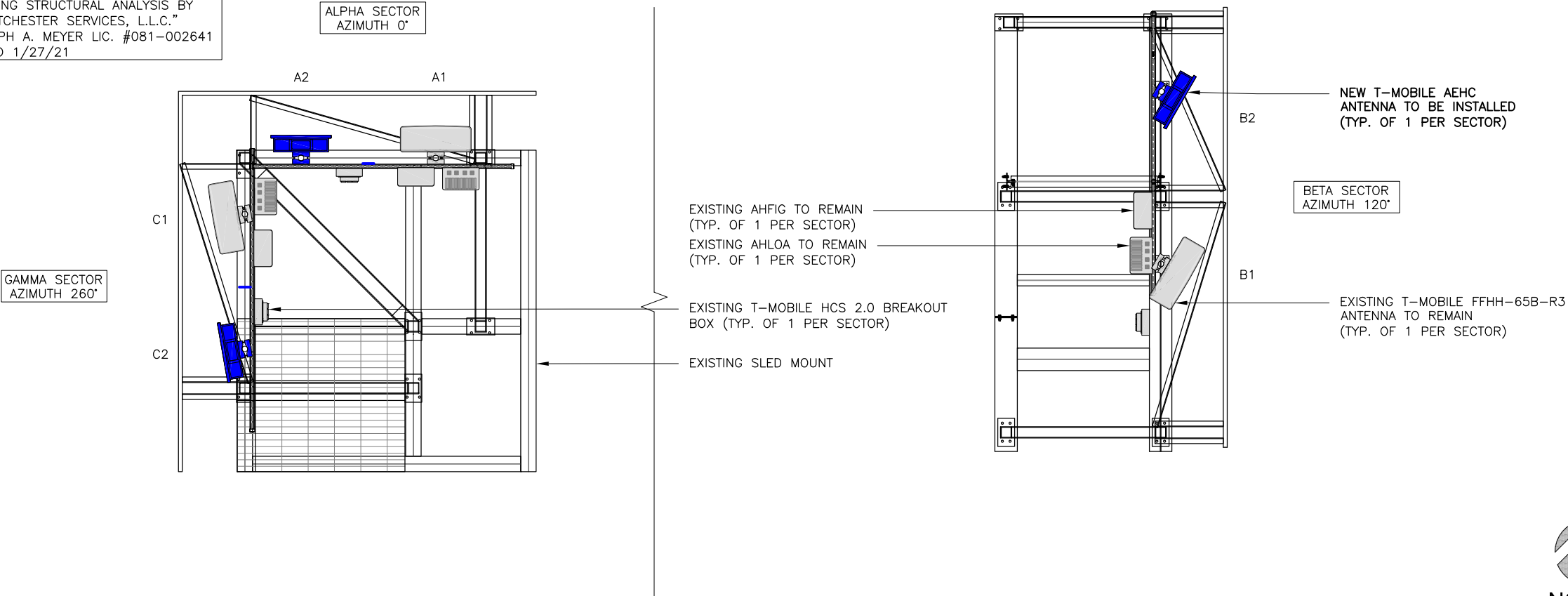
EXISTING T-MOBILE ANTENNA CONFIGURATION

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

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DES PLAINES, ILLINOIS HELD IN THE ELEANOR ROHRBACH MEMORIAL COUNCIL CHAMBERS, DES PLAINES CIVIC CENTER, MONDAY, JUNE 7, 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 6:33 p.m. in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Monday, June 7, 2021.

ROLL CALL

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

CLOSED SESSION:

Moved by Moylan, seconded by Oskerka to enter into Closed Session to discuss Sale of Property, Purchase of Property, and Probable or Imminent Litigation.

Upon roll call, the vote was:

AYES: 5 - Lysakowski, Moylan, Oskerka,
Zadrozny, Chester

NAYS: 0 - None

ABSENT: 2 - Brookman, Smith

Motion declared unanimously carried.

The City Council recessed at 6:34 p.m.

The City Council re-convened at 7:00 p.m.

Roll call indicated the following Alderman present: Lysakowski, Moylan, Oskerka, Zadrozny, Chester, Smith. Absent: Brookman. 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 Mayor Goczkowski followed by the Pledge of Allegiance to the Flag of the United States of America offered by Mayor Goczkowski.

PUBLIC COMMENT

A few residents did not agree with the modification to the municipal flag policy to allow for flying and display of the Rainbow Pride Flag. They requested the Flag Policy to be brought as a ballot referendum.

Resident Dan Gott from Graceland Avenue in the first ward spoke out about the disparity of the condition of Graceland Avenue and the issue of speeding on Graceland Avenue.

Multiple residents expressed support for the modification to the municipal flag policy to allow for flying and display of the Rainbow Pride Flag.

A resident of the fifth ward requested help from the City to feed the homeless; he is also requested connection to the Des Plaines food bank.

ALDERMEN
ANNOUNCEMENTS

Alderman Lysakowski addressed the issue of speeding in the first ward; he will be introducing a pilot program in the first ward to deal with speeding as Alderman Moylan has in his ward.

As liaison, Alderman Chester reported on the status of the O'Hare Noise Commission. The Fly Quiet Committee will be making a decision regarding the night flight rotations (10:00 p.m – 7:00 a.m) based on two proposals. One proposal is 50% of the night flights would be on the North/South diagonal runways and 50% of the night flights would be on the East/West runways. The other proposal is the North/South runway over Des Plaines would have a third of the night flight traffic. Alderman Chester does not agree with the proposals of the commission. There are also proposals regarding flight takeoffs to be straight North on the North/South runways. The commission will be voting on the proposals soon.

MAYORAL
ANNOUNCEMENTS

Mayor Goczkowski congratulated the Garden Club on their 90th anniversary. Mayor Goczkowski thanked Garden Club President Mary Peglow for her stewardship; and the members for the time and effort they put into the organization.

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.

Moved by Zadrozny, seconded by Lysakowski, 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: 6 - Lysakowski, Moylan, Oskerka,
 Zadrozny, Chester, Smith

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

CONSENT
AGENDA

Moved by Lysakowski, seconded by Moylan, to establish the Consent Agenda.

Upon roll call, the vote was:

AYES: 6 - Lysakowski, Moylan, Oskerka,
 Zadrozny, Chester, Smith

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

Moved by Chester, seconded by Oskerka, to approve the Consent Agenda.

Upon roll call, the vote was:

AYES: 6 - Lysakowski, Moylan, Oskerka,
Zadrozny, Chester, Smith

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

Minutes were approved; Ordinance M-8-21 was adopted. Resolutions R-95-21, R-96-21, R-97-21, R-98-21, R-99-21, R-100-21, R-101-21, R-103-21, R-104-21 were approved.

**APPROVE 2021-
2022 ANNU MEM/
NWMC:**
Consent Agenda

Moved by Chester, seconded by Oskerka to Approve Resolution R-95-21, A RESOLUTION AUTHORIZING THE CITY OF DES PLAINES TO RENEW ITS MEMBERSHIP IN THE NORTHWEST MUNICIPAL CONFERENCE. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-95-21**

**APPROVE
AGREEMENT/
FOURTH AMD/
SPEEDLINK
SOLUTIONS, INC:**
Consent Agenda

Moved by Chester, seconded by Oskerka to Approve Resolution R-96-21, A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS UNDER THE FOURTH AMENDMENT TO THE AGREEMENT WITH SPEEDLINK SOLUTIONS, INC. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-96-21**

**APPROVE
PURCHASE/
GEAR/ UNIFORM
DEN EAST, INC:**
Consent Agenda

Moved by Chester, seconded by Oskerka to Approve Resolution R-97-21, A RESOLUTION APPROVING THE PURCHASE OF BALLISTIC PROTECTIVE GEAR FROM UNIFORM DEN EAST, INC. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-97-21**

**APPROVE
AGREEMENT/
FLD GATE OPR/
INDEPENDENT
MECHANICAL
INDUSTRIES, INC:**
Consent Agenda

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

**Resolution
R-98-21**

APPROVE
AGREEMENT/
PARKING STR/
J. GILL AND CO:
Consent Agenda

Moved by Chester, seconded by Oskerka to Approve Resolution R-99-21, A RESOLUTION APPROVING AN AGREEMENT WITH J. GILL AND COMPANY FOR MAINTENANCE REPAIRS ON CITY-OWNED PARKING STRUCTURES. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-99-21

APPROVE
AGREEMENT/
MILLING AND
REPAIRS/
CHICAGOLAND
PAVING CONTR:
Consent Agenda

Moved by Chester, seconded by Oskerka to Approve Resolution R-100-21, A RESOLUTION APPROVING AN AGREEMENT WITH CHICAGOLAND PAVING CONTRACTORS, INC FOR CONTRACTURAL ASPHALT MILLING AND RESURFACING REPAIRS. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-100-21

APPROVE
AGREEMENT/
CONSULTING /
CHICAGOLAND
PAVING CONTR:
Consent Agenda

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

Resolution
R-101-21

APPROVE &
AUTHORIZE/
RCVY FUNDS/
AMERICAN
RESCUE PLAN
ACT OF 2021:
Consent Agenda

Moved by Chester, seconded by Oskerka to Approve Resolution R-103-21, A RESOLUTION APPROVING AND AUTHORIZING THE LOCAL FISCAL RECOVERY FUNDS PURSUANT TO THE AMERICAN RESCUE PLAN ACT OF 2021. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-103-21

APPROVE
MASTER CNTRCT
& TASK ORD
NO 1/ PRO ENGR
SVCS/ SPACECO,
INC:
Consent Agenda
Resolution
R-104-21

Moved by Chester, seconded by Oskerka to Approve Resolution R-104-21, A RESOLUTION APPROVING A MASTER CONTRACT AND TASK ORDER NO. 1 WITH SPACECO, INC FOR PROFESSIONAL ENGINEERING SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**AMEND SEC 4-4-4
OF CITY CODE/
CL N CASINO LIQ
LIC & CL O
CASINO SPECIAL
OCCN LIC:
Consent Agenda**

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

**Ordinance
M-8-21**

**APPROVE
MINUTES
Consent Agenda**

Moved by Chester, seconded by Oskerka to Approve the Minutes of the City Council meeting of May 17, 2021, as published. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE
MINUTES
Consent Agenda**

Moved by Chester, seconded by Oskerka to Approve the Closed Session Minutes of the City Council meeting of May 17, 2021, as published. Motion declared carried as approved unanimously under Consent Agenda.

NEW BUSINESS:

FINANCE & ADMINISTRATION – Alderman Zadrozny, Chairman

**WARRANT
REGISTER**

Alderman Zadrozny presented the Warrant Register.

**Resolution
R-102-21**

Moved by Chester, seconded by Zadrozny, to approve the Warrant Register of June 7, 2021 in the Amount of \$6,132,079.81 and approve Resolution R-102-21.

Upon roll call, the vote was:

AYES: 6 - Lysakowski, Moylan, Oskerka
Zadrozny, Chester, Smith

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

COMMUNITY DEVELOPMENT – Alderman Chester, Chairman

**CONSIDER
AMENDMENT TO
AN EXISTING
CONDITIONAL
USE PERMIT FOR
THE EXP OF AN
EXISTING CML
MOB RADIO SVC
FAC AT 1011 E
TOUHY AVE**

Community and Economic Development Director Mike McMahon reviewed a memorandum dated May 12, 2021.

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.

**Ordinance
Z-35-21**

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. 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.

The Planning and Zoning Board recommended (5-0) that the City Council approve the request with the condition found in the staff report

Staff recommended approval of Ordinance Z-35-21 with the condition that drawings may have to be amended to comply with all applicable codes and regulations.

Moved by Chester, seconded by Lysakowski, to approve the 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.

Upon roll call, the vote was:

AYES: 6 - Lysakowski, Moylan, Oskerka
Zadrozny, Chester, Smith

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

CONSIDER
GRANTING A
CONDITIONAL
USE PERMIT FOR
A TRADE CONTR
EST AT 1628
RAND RD

Ordinance
Z-36-21

Community and Economic Development Director Mike McMahon reviewed a memorandum dated May 12, 2021.

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 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 (Attachment 5) 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 for more details.

The Planning and Zoning Board recommended (5-0) that the City Council approve the request with the four conditions in the staff report.

Staff recommended approval of Ordinance Z-36-21 with four conditions.

Moved by Lysakowski, seconded by Chester, to approve the Ordinance Z-36-21, AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR A TRADE CONTRACTOR ESTABLISHMENT AT 1628 RAND ROAD, DES PLAINES, ILLINOIS.

Upon roll call, the vote was:

AYES: 6 - Lysakowski, Moylan, Oskerka
Zadrozny, Chester, Smith

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

Advanced to second by Lysakowski, seconded by Moylan, to adopt the Ordinance Z-36-21, AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR A TRADE CONTRACTOR ESTABLISHMENT AT 1628 RAND ROAD, DES PLAINES, ILLINOIS.

Upon roll call, the vote was:

AYES: 6 - Lysakowski, Moylan, Oskerka
Zadrozny, Chester, Smith

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

CONSIDER
GRANTING A
CONDITIONAL
USE PERMIT FOR
COMMERCIALLY
ZONED ASSY USE
AT 1470-1476
MINER ST

Ordinance
Z-37-21

Community and Economic Development Director Mike McMahon reviewed a memorandum dated May 20, 2021.

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 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.

The Planning and Zoning Board recommended (5-0) that the City Council approve the request without any conditions.

Staff recommended approval of Ordinance Z-37-21 without any conditions.

Moved by Lysakowski, seconded by Zadrozny, to approve the 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.

Upon roll call, the vote was:

AYES: 6 - Lysakowski, Moylan, Oskerka
Zadrozny, Chester, Smith

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

Advanced to second by Lysakowski, seconded by Oskerka, to adopt the 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.

Upon roll call, the vote was:

AYES: 6 - Lysakowski, Moylan, Oskerka
Zadrozny, Chester, Smith

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

**CONSIDER
GRANTING A
FINAL PLAT OF
RESUBDIVISION
AND AN AMD TO
AN EXISTING
PLANNED UNIT
DEV AT 510 & 518
METROPOLITAN
WAY, 1440-1472
MARKET ST, &
1506-1524
MARKET ST**

Community and Economic Development Director Mike McMahon reviewed a memorandum dated May 19, 2021.

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

**Ordinance
Z-38-21**

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. 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.

The Planning and Zoning Board recommended (5-0) that the City Council approve the request with the condition found in the staff report.

Staff recommended approval of Ordinance Z-38-21 with the condition that drawings may have to be amended to comply with all applicable codes and regulations.

Resident Suzanne Antanus is concerned with promoting the general welfare of the community.

Moved by Lysakowski, seconded by Chester, to approve the 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.

Upon roll call, the vote was:

AYES: 6 - Lysakowski, Moylan, Oskerka
Zadrozny, Chester, Smith

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

Advanced to second by Lysakowski, seconded by Chester, to adopt the 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.

Upon roll call, the vote was:

AYES: 6 - Lysakowski, Moylan, Oskerka
Zadrozny, Chester, Smith

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

PUBLIC SAFETY – Alderman Oskerka, Chairman

CONSIDER
PURCHASE OF
RESCUE SQUAD
APPARATUS
FROM ALEXIS
FIRE EQPT

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 recommend the purchase of an Alexis Mini-Rescue Apparatus through HGAC Buy Contract #FS12-19 from Alexis Fire Equipment.

Resident Eric Lee of the third ward disagrees with the purchase of the Alexis Mini-Rescue Apparatus due to the operations being a cross-staffed unit and not a dedicated 24/7 staffed unit. Resident Eric Lee feels the eighth ward is not being represented in this decision. He would like the City to reinstate the second truck company.

Moved by Chester, seconded by Zadrozny, to approve 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: 5 - Lysakowski, Moylan, Zadrozny,
Chester, Smith

NAYS: 1 - Oskerka

ABSENT: 1 - Brookman

Motion declared carried.

CONSIDER
APPROVING AN
INTERGOVT
AGREEMENT
WITH OAKTON
COMMUNITY
COLLEGE FOR
USE OF THE
OAKTON
COMMUNITY
COLLEGE
CAMPUS FOR A
JULY 2, 2021
FIREWORKS
DISPLAY

Resolution
R-106-21

Mayor Goczkowski presented the consideration for Resolution R-106-21.

The City Council will be considering an agreement between the City of Des Plaines and Oakton Community College allowing the City to use the Oakton Community College campus for a fireworks display to celebrate the Independence Day holiday.

The agreement sets forth each party's duties and responsibilities for the use of Oakton Community College property for the fireworks display to take place on Friday, July 2, 2021.

Staff recommended approval of Resolution R-106-21.

Resident Steve Vaughan is disappointed in the response to illegal fireworks in the neighborhoods throughout the late spring, summer, and early fall.

Resident Suzanne Antanus agrees with the issue of illegal fireworks.

Moved by Oskerka, seconded by Chester, to approve the amendment to Resolution R-106-21, A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH OAKTON COMMUNITY COLLEGE FOR USE OF THE OAKTON COMMUNITY COLLEGE CAMPUS FOR A JULY 2, 2021 FIREWORKS DISPLAY.

Upon roll call, the vote was:

AYES: 6 - Lysakowski, Moylan, Oskerka,
 Zadrozny, Chester, Smith

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

APPROVING AN
AGREEMENT
WITH MAD
BOMBER
FIREWORKS
PRODUCTION
FOR A
FIREWORKS
DISPLAY

Resolution
R-105-21

Mayor Goczkowski presented the consideration for Resolution R-105-21.

At the request of the Mayor and several Aldermen, staff researched the feasibility of planning a fireworks display to celebrate Independence Day. One vendor, Mad Bomber, confirmed availability on Friday, July 2, 2021. Oakton Community College is allowing the City to use its campus subject to the terms outlined in the Intergovernmental Agreement (on the City Council's June 7 agenda for consideration and approval). Mad Bomber will provide a 20-minute fireworks display for a total cost of \$20,000.

The City Manager's Office, Police Department, Fire Department, Public Works and Media Services are coordinating the details and logistics for a safe and successful event. There will be other associated expenses with this event estimated at \$15,000 for toilet facilities, fencing, signage, etc.

Mad Bomber is a registered vendor with the City having previously contracted with the City for fireworks services in 2010. This vendor works with several other municipalities across the Chicago area and Northwest suburbs, including Bensenville, Northbrook and Libertyville.

City Manager recommended approval of Resolution R-106-21.

Moved by Moylan, seconded by Zadrozny, to approve the amendment to Resolution R-106-21, A RESOLUTION APPROVING AN AGREEMENT WITH MAD BOMBER FIREWORKS PRODUCTION FOR A FIREWORKS DISPLAY.

Upon roll call, the vote was:

AYES: 6 - Lysakowski, Moylan, Oskerka,
Zadrozny, Chester, Smith

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

ADJOURNMENT: Moved by Moylan, seconded by Chester to adjourn the meeting. The meeting adjourned at 8:27 p.m.

Jessica M. Mastalski – City Clerk

APPROVED BY ME THIS _____

DAY OF _____, 2021

Andrew Goczowski, MAYOR



FINANCE DEPARTMENT

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

MEMORANDUM

Date: June 9, 2021
To: Michael G. Bartholomew, City Manager
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance
Subject: Resolution R-110-21, June 21, 2021 Warrant Register

Recommendation: I recommend that the City Council approve the June 21, 2021 Warrant Register Resolution R-110-21.

Warrant Register.....\$3,458,990.75

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 1st & 2nd installments of property tax revenue.

CITY OF DES PLAINES

RESOLUTION

R-110-21

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 21, 2021

City of Des Plaines

Warrant Register 06/21/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund					
Department: 00 - Non Departmental					
1	4160	Real Estate Transfer Tax	8413 Marsh, Robert E	Refund 06/04/21 Real Estate Transfer Tax Refund 06/04/2021	670.00
Total 00 - Non Departmental					670.00

Elected Office						
Division: 110 - Legislative						
2	6015	Communication Services	1552 Verizon Wireless	9879734730	Communication Service 04/14-05/13/2021	434.70
3	6110	Printing Services	1233 Press Tech Inc	47838	2 Boxes of Business Cards 05/25/2021	40.00
4	6110	Printing Services	1233 Press Tech Inc	47839	2 Boxes of Business Cards 05/25/2021	40.00
5	6110	Printing Services	1106 Chromatech Printing Inc	8982/26036	Note Cards - Mayor 05/05/2021	139.00
6	7000	Office Supplies	1644 Warehouse Direct Inc	4952896-0	Pens, Card Holder, Etc.	77.78
7	7000	Office Supplies	1644 Warehouse Direct Inc	4961151-0	1 Pack of Certificate Paper	14.39
Total 110 - Legislative						745.87

Division: 120 - City Clerk						
8	6000	Professional Services	8197 American Legal Publishing Corporation	8128	Codify 2021 S-4 Supplement Editing - Ords M-29-20 thru M-1-21 04/30/21	613.15
9	6015	Communication Services	1552 Verizon Wireless	9879734730	Communication Service 04/14-05/13/2021	42.47
10	6015	Communication Services	1552 Verizon Wireless	9879734730	Communication Service 04/14-05/13/2021	65.95
11	6100	Publication of Notices	1050 Journal & Topics Newspapers	185690	Legal Notice - AHU Replacement 05/19/2021	103.86
12	6110	Printing Services	1233 Press Tech Inc	47840	1 Box of Business Cards 05/25/2021	20.00
13	7500	Postage & Parcel	1041 Federal Express	7-383-63967	Overnight Shipment Delivery Service 05/17/2021	22.26
Total 120 - City Clerk						867.69

Total 10 - Elected Office					1,613.56
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City Administration						
Division: 210 - City Manager						
14	6015	Communication Services	1552 Verizon Wireless	9879734730	Communication Service 04/14-05/13/2021	42.47
Total 210 - City Manager						42.47

Division: 220 - Legal						
15	6009	Legal Fees - Admin Hearings/Prosecutions	1073 Bartel, Raymond	21-10	Traffic Court 5/18 & 6/1 Mtg with Inspectors for Hearing	595.00
Total 220 - Legal						595.00

Division: 230 - Information Technology						
16	6015	Communication Services	1552 Verizon Wireless	9879734730	Communication Service 04/14-05/13/2021	297.93

City of Des Plaines

Warrant Register 06/21/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
17	6300	R&M Software	5068 IT Savvy LLC	01269074	VMWare Renewal 5/21/21 - 5/20/22	3,422.04
18	6300	R&M Software	5952 Neogov	INV-13861	Insight Subscription 5/18/20 - 5/17/21	7,524.56
Total 230 - Information Technology						11,244.53

Division: 240 - Media Services						
19	6015	Communication Services	1552 Verizon Wireless	9879734730	Communication Service 04/14-05/13/2021	158.42
20	6195	Miscellaneous Contractual Services	5826 Granicus Inc	137576	Communications Cloud Setup and Training 03/08-12/31/2021	12,657.23
Total 240 - Media Services						12,815.65

Division: 250 - Human Resources						
21	5310	Membership Dues	1485 ILCMA - IL City/County Management Assoc	2021-2022	Membership Dues - HR Director 07/01/2021-06/30/2022	155.75
22	5310	Membership Dues	1413 ICMA Intl City/County Management Association	522691	Annual Membership HR Director 07/01/2021-06/30/2022	200.00
23	5310	Membership Dues	2255 NPELRA	bm7809d935	Active Membership HR Director 05/18/2021-05/17/2022	230.00
24	5340	Pre-Employment Testing	8291 Accurate Employment Screening LLC	AUR2043465	Applicant Background Screenings May 2021	299.75
25	6015	Communication Services	1552 Verizon Wireless	9879734730	Communication Service 04/14-05/13/2021	42.47
26	6100	Publication of Notices	1485 ILCMA - IL City/County Management Assoc	2825	Media Specialist Job Ad 05/19-06/02/2021	50.00
27	6100	Publication of Notices	1485 ILCMA - IL City/County Management Assoc	2826	HR Generalist Job Ad 05/17-06/03/2021	50.00
28	6100	Publication of Notices	5414 3CMA	3CMA-2021	Job Posting - 3CMA - Media Specialist 05/20-06/02/2021	99.00
29	6110	Printing Services	1233 Press Tech Inc	47950	2 Boxes of Business Cards 5/28/2021	40.00
30	7000	Office Supplies	1644 Warehouse Direct Inc	4953281-0	2 Boxes of File Folders	99.98
31	7000	Office Supplies	1644 Warehouse Direct Inc	4954057-0	1 Calendar Desk Pad	13.99
32	7000	Office Supplies	1644 Warehouse Direct Inc	4956374-0	5 Boxes of File Folders	194.45
33	7000	Office Supplies	1644 Warehouse Direct Inc	C4953281-0	Returned 2 Boxes of File Folders	(99.98)
34	7200	Other Supplies	2016 Signarama	42119	Name Signage for Benefits Manager	41.00
Total 250 - Human Resources						1,416.41

Total 20 - City Administration						26,114.06
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Department: 30 - Finance						
35	6000	Professional Services	2071 Lauterbach & Amen, LLP	55681	Prep of City Actuarial Report - GASB 74/75 - FY 2020	4,510.00

City of Des Plaines

Warrant Register 06/21/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
36	6015	Communication Services	1552 Verizon Wireless	9879734730	Communication Service 04/14-05/13/2021	99.72
37	6110	Printing Services	1233 Press Tech Inc	47888	1 Box of Business Cards 05/25/2021	20.00
38	7000	Office Supplies	1644 Warehouse Direct Inc	4971607-0	3 Cartons of Copy Paper	119.46
39	7500	Postage & Parcel	1041 Federal Express	7-377-10519	Delivery Service 05/14/2021	22.90
Total 30 - Finance						4,772.08

Community Development						
Division: 410 - Building & Code Enforcement						
40	6000	Professional Services	3337 HR Green Inc	143707	Building Services/Inspections 4/1/21-4/30/21	3,405.50
41	6000	Professional Services	6315 B&F Construction Code Services Inc	56231	Plan Review - 5/6/21 - Project # 1123197	869.37
42	6000	Professional Services	6315 B&F Construction Code Services Inc	56356	Plan Review - 5/20/21 - Project # 1123302	782.43
43	6000	Professional Services	6315 B&F Construction Code Services Inc	56384	Plan Review - 5/26/21 - Project # 1123369	1,119.37
44	6000	Professional Services	7647 Citywide Elevator Inspection Services Inc	D70767	47 Elevator Inspections - 4/23/21-5/24/21	376.00
45	6015	Communication Services	1552 Verizon Wireless	9879734730	Communication Service 04/14-05/13/2021	411.78
46	7000	Office Supplies	1644 Warehouse Direct Inc	4966239-0	Portfolio for Inspector, Bandages, Sharpies	56.49
47	7200	Other Supplies	1644 Warehouse Direct Inc	4966239-0	Portfolio for Inspector, Bandages, Sharpies	6.49
48	7300	Uniforms	1538 Lands' End Business Outfitters	SIN9202689	Thermal Jacket for Code Enforcement Inspector	43.71
Total 410 - Building & Code Enforcement						7,071.14

Division: 420 - Planning & Zoning						
49	5310	Membership Dues	2489 American Planning Association	366495-2144	APA Membership (National & IL) 07/01/2021-06/30/2022 - Planner	236.00
50	6015	Communication Services	1552 Verizon Wireless	9879734730	Communication Service 04/14-05/13/2021	42.47
51	7200	Other Supplies	1644 Warehouse Direct Inc	4966239-1	Bandages	6.29
Total 420 - Planning & Zoning						284.76

Total 40 - Community Development						7,355.90
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Public Works & Engineering						
Division: 100 - Administration						
52	6015	Communication Services	1552 Verizon Wireless	9879734730	Communication Service 04/14-05/13/2021	100.15
Total 100 - Administration						100.15

Division: 510 - Engineering						
53	6015	Communication Services	1552 Verizon Wireless	9879734730	Communication Service 04/14-05/13/2021	287.91
54	6110	Printing Services	1233 Press Tech Inc	47812	2 Boxes of #10 Envelopes 04/30/2021	170.00

City of Des Plaines

Warrant Register 06/21/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
55	6305	R&M Equipment	1728 Total Parking Solutions Inc	105181 Service Call - Parking Meters - 01/12/2021	580.00
56	7320	Equipment < \$5,000	1552 Verizon Wireless	9879734730 Communication Service 04/14-05/13/2021	409.97
Total 510 - Engineering					1,447.88

Division: 520 - Geographic Information Systems					
57	6195	Miscellaneous Contractual Services	1060 Municipal GIS Partners Inc	5542 Geographic Information System Support 05/01-5/31/2021	17,376.17
Total 520 - Geographic Information Systems					17,376.17

Division: 530 - Street Maintenance					
58	6015	Communication Services	1552 Verizon Wireless	9879734730 Communication Service 04/14-05/13/2021	353.41
59	6040	Waste Hauling & Debris Removal	6988 Lighting Resources LLC	53-11231 Light Bulb Recycling - 05/17/2021	1,649.64
60	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	77418 4.0 LDS Debris Disposal - 06/01/2021	200.00
61	6115	Licensing/Titles	8412 Tedesco, Joseph M	Reimb 05/18/2021 CDL License Renewal - Street Operator - 05/18/2021	35.00
62	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	6050 42 Tree Removals - 05/31/2021, R-169-19	25,856.75
63	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	6079 Branch Pick-Up - 60018 - 05/17-05/24/2021, R-169-19	12,390.00
64	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	6087 Overgrown Vegetation - River & Algonquin - 06/01/2021, R-169-19	9,666.00
65	6175	Tree Plantings	1347 Lurvey Landscape Supply	T1-10389218 7.0 Cu Yds Mulch - Tree Planting - 05/24/2021	314.30
66	6175	Tree Plantings	1347 Lurvey Landscape Supply	T1-10389219 7.0 Cu Yds Mulch - Tree Planting - 05/24/2021	314.30
67	6195	Miscellaneous Contractual Services	7409 Aquamist Plumbing & Lawn Sprinkling Co Inc	108142 Irrigation Start Up/Repairs - Northwest Hwy - 05/19/2021	1,961.17
68	6195	Miscellaneous Contractual Services	3361 G&L Contractors Inc	19-001307 Snow Removal 12/29-12/30/2020, R-146-20	5,140.00
69	6195	Miscellaneous Contractual Services	3361 G&L Contractors Inc	19-001439 Snow Removal - 02/04-02/15/2021, R-146-20	24,800.00
70	6195	Miscellaneous Contractual Services	7050 DGO Premium Services Company	210602 Snow Removal - 02/15/2021	1,200.00
71	6325	R&M Street Lights	1044 H&H Electric Co	36799 Streetlight Repairs - Jefferson - 03/31/2021, R-78-19	2,531.53
72	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	0520566 Drill Bits & Wire	82.91

City of Des Plaines

Warrant Register 06/21/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
73	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10388626 2.0 Cu Yds Top Soil - Parkway Repair - 05/21/2021	59.30
74	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	75084 1.05 Tons Asphalt - Potholes - 04/27/2021	44.10
75	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	75499 5.34 Tons Asphalt - Restorations - 05/04/2021, R-38-21	224.28
76	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	75597 4.64 Tons Asphalt - Restorations - 05/05/2021, R-38-21	194.88
77	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	75742 1.49 Tons Asphalt - Potholes - 05/07/2021, R-38-21	62.58
78	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	76530 0.53 Tons Asphalt - Potholes - 05/19/2021, R-38-21	22.26
79	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	76761 1.38 Tons Asphalt - Potholes - 05/20/2021, R-38-21	57.96
80	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	76869 1.57 Tons Asphalt - Potholes - 05/21/2021, R-38-21	65.94
81	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	77049 1.49 Tons Asphalt - Potholes - 05/24/2021	62.58
82	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	77352 9.75 Tons Asphalt - Main Break - 05/27/2021, R-38-21	409.50
83	7055	Supplies - Street R&M	1550 Addison Building Material Co	950890 Barrel Pump - PW	31.94
Total 530 - Street Maintenance					87,730.33

Division: 535 - Facilities & Grounds Maintenance					
84	6015	Communication Services	1552 Verizon Wireless	9879734730 Communication Service 04/14-05/13/2021	158.59
85	6145	Custodial Services	8073 Crystal Maintenance Services Corporation	27544 Custodial Services -June 2021, R-185-19	7,650.00
86	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4084798615 Mat Service - Police Station - 05/19/2021	122.24
87	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4084798703 Mat Service - Metra Train Station - 05/19/2021	35.00
88	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4085453801 Mat Service - Metra Train Station - 05/26/2021	35.00
89	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4086057091 PD Mat Service 06/02/2021	122.24
90	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4086057120 Metra Station Mat Service 06/02/2021	35.00
91	6315	R&M Buildings & Structures	1025 Bedco Inc	097057 Check and Clean Strainers on all Air Handlers 05/06/2021	2,394.15
92	6315	R&M Buildings & Structures	1025 Bedco Inc	097066 Increase Outside Air at Police Station 05/03/2021	230.00

City of Des Plaines

Warrant Register 06/21/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
93	6315	R&M Buildings & Structures	1025 Bedco Inc	097068	HVAC Repair - Police Station - 05/22/2021	1,967.65
94	6315	R&M Buildings & Structures	1025 Bedco Inc	097069	HVAC Repair - Police Station - 05/18/2021, R-167-19	345.00
95	6315	R&M Buildings & Structures	1025 Bedco Inc	097070	PM Exhaust Fans - Gun Range - 05/21/2021, R-167-19	115.00
96	6315	R&M Buildings & Structures	1025 Bedco Inc	097097	Air Damper Repair - Police Station - 05/25/2021, R-167-19	547.25
97	6315	R&M Buildings & Structures	1025 Bedco Inc	097099	Temp Cooling Install - City Hall - 05/27/2021, R-167-19	315.65
98	6315	R&M Buildings & Structures	8224 All-Tech Decorating Company	38864	Wallpaper Removal/Painting - City Hall - 05/25-05/31/2021	5,942.00
99	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-42526-G1L8	Elevator at City Hall Repair 03/26/2021	780.00
100	7025	Supplies - Custodial	1029 Cintas Corporation	4084798724	Cleaners, Paper Towels, Air Freshener, Soap, Mat, Etc - PW	165.03
101	7025	Supplies - Custodial	1029 Cintas Corporation	4085453846	Cleaners, Paper Towels, Air Freshener, Soap, Mat, Etc - PW	143.85
102	7025	Supplies - Custodial	1029 Cintas Corporation	4086057262	Custodial Supplies	254.43
103	7025	Supplies - Custodial	1028 Case Lots Inc	4790	Custodial Supplies for City Hall	2,412.15
104	7025	Supplies - Custodial	1028 Case Lots Inc	4791	Custodial Supplies for City Hall	1,197.00
105	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	79429	Crevice Tool	6.99
106	7045	Supplies - Building R&M	1527 Sherwin-Williams Company, The	4458-6	(5) 50 Gal Paint - City Hall Lobby	173.90
107	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	763	2 Door Fasteners - Metra Train Station	0.86
108	7045	Supplies - Building R&M	1057 Menard Incorporated	77830	Outlets for PW	19.98
109	7045	Supplies - Building R&M	1057 Menard Incorporated	79367	Anti Freeze - City Hall	17.94
110	7045	Supplies - Building R&M	1057 Menard Incorporated	79844	Switch for PD	4.49
111	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8530084	Primer - City Hall Lobby	105.00
112	7045	Supplies - Building R&M	1043 WW Grainger Inc	9909373202	Fire Extinguisher Cabinet for Lobby of City Hall	109.90
113	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/50390	Fuse for PW	45.20
114	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/50461	Outlet Cover & Ring City Hall	4.44
115	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/50469	Offset Cover City Hall	4.65

City of Des Plaines

Warrant Register 06/21/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
116	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	N23397	Door Access Power Integrator	1,173.67
117	7045	Supplies - Building R&M	7562 South Side Control Supply Company	S100696673.001	Parts for the Pneumatic HVAC System	89.11
Total 535 - Facilities & Grounds Maintenance						26,723.36

Division: 540 - Vehicle Maintenance						
118	6015	Communication Services	1552 Verizon Wireless	9879734730	Communication Service 04/14-05/13/2021	100.06
119	6135	Rentals	1029 Cintas Corporation	4084760981	Mechanic's Uniform Rental - 05/19/2021	156.54
120	6135	Rentals	1029 Cintas Corporation	4085436173	Mechanic's Uniform Rental - 05/26/2021	156.54
121	6195	Miscellaneous Contractual Services	2214 Liberty Tire Recycling	2051877	Tire Recycling - 05/17/2021	619.91
122	6310	R&M Vehicles	5823 Interstate Power Systems Inc	R042032659:01	DPF Repair - Fire 7603 - 05/17-05/25/2021	1,370.41
123	7020	Supplies - Safety	4177 Uline Inc	133716157	3 Prs Gloves, 7 Hard Hats, 12 Sweatbands - PW Mechanics	140.48
124	7020	Supplies - Safety	1043 WW Grainger Inc	9871795903	Face Shields & Air Hoses	169.20
125	7030	Supplies - Tools & Hardware	6224 Bumper to Bumper	408-1251718	Wire Wheels - Fire 7801	53.25
126	7030	Supplies - Tools & Hardware	1062 NAPA of Des Plaines	5741-795498	Tire Valve Tools - PW Shop	22.31
127	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_181822 Credit	Voided Invoice - 10 Clamps & 7 Silicone Hose Clamps - 05/12/2021	(34.66)
128	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_181822.02	7 Hose Clamps - Fire 7602	17.36
129	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_185063	Silicone Hoses & Clamps - Fire 7802	245.01
130	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0204803	Brake Shoes, Brake Rotors, & Filters - Police Stock	958.62
131	7040	Supplies - Vehicle R&M	1674 Spring-Align of Palatine, Inc	118195	U-Bolts, Center Pins, Etc - Fire 7802	148.60
132	7040	Supplies - Vehicle R&M	1674 Spring-Align of Palatine, Inc	118218	Paint - Fire 7801	89.80
133	7040	Supplies - Vehicle R&M	1345 Lindco Equipment Sales Inc	210309P	20 Plow Curb Guards - PW Stock	1,961.25
134	7040	Supplies - Vehicle R&M	1345 Lindco Equipment Sales Inc	210310P	30 Plow Cutting Edges - PW Stock	2,452.40
135	7040	Supplies - Vehicle R&M	1501 Foster Coach Sales Inc	21780	Lights, Door Paddles, Etc - Fire Stock	666.87
136	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-477123	Exhaust Parts - PW 5047	236.24
137	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280121180	4 Tires - Fire 7706	1,413.40
138	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3023479557	ABS Module - PW 5083	911.44
139	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1251719	Wire Cup Brush - Fire 7801	12.79

City of Des Plaines

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
140	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1251741	Wire Wheel & Tape - Fire 7801	29.56
141	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1251756	Cleaner - Fire 7801	12.99
142	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1251987	Primer - Fire 7801	12.99
143	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1251988	Primer - Fire 7801	12.99
144	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1252089	Primer - Fire 7801	20.58
145	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	503658P	Fuel Sensor - PW 5064	118.84
146	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	503659P	Door Switch - PW 5076	30.98
147	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-796455	Fuel Pressure Sensor - PW 5064	58.48
148	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-796780	Air Filter & Couplers - PW Stock	73.88
149	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	8891844	RTV, Fuse Holders, Shrink Tubing, Drill Bits, Etc - Stock	216.03
150	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	8896594	81 Plow Bolts - PW Stock	190.10
151	7040	Supplies - Vehicle R&M	1609 Harbor Freight Tools USA Inc	948591	300 Lbs Medium Soda Sand - Fire 7801	257.94
152	7040	Supplies - Vehicle R&M	1550 Addison Building Material Co	951378	100 Lbs Soda Blast Media - Fire 7801	91.70
153	7040	Supplies - Vehicle R&M	1550 Addison Building Material Co	951379	50 Lbs Soda Blast Media - Fire 7801	45.85
154	7040	Supplies - Vehicle R&M	5823 Interstate Power Systems Inc	C041047686:01	Transducer - Fire 7801	128.15
155	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P08629	Belt & Seal Kits - Fire 7801	224.03
156	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P09093	Lights - Fire 7608	276.15
157	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P09449	Transmitter, Tubing, & Clamps - Fire 7801	330.30
158	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X1010296869:01	Returned Dash Panel - Fire 7707	(170.87)
159	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101032911:01	2 Air Bags - Fire Stock	423.04
160	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101034297:01	Brake Switch - Fire 7707	51.38
161	7120	Gasoline	8331 Avalon Petroleum Company Inc	466410	5,500 Gals Unleaded Gasoline - 05/24/2021	11,468.65
162	7130	Diesel	8331 Avalon Petroleum Company Inc	023585	1,600 Gals Bio Diesel Fuel - 05/24/2021, R-163-20	2,684.32
163	7320	Equipment < \$5,000	1062 NAPA of Des Plaines	5741-796789	Hose Fitting - PW Shop Equipment	4.76
164	7320	Equipment < \$5,000	1043 WW Grainger Inc	9871795903	Face Shields & Air Hoses	559.84

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
165	7320	Equipment < \$5,000	6244 Valvoline LLC	9902279404	Grease Packer - PW Shop Equipment	191.63
Total 540 - Vehicle Maintenance						29,212.11

Total 50 - Public Works & Engineering						162,590.00
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Police Department						
Division: 100 - Administration						
166	6015	Communication Services	1552 Verizon Wireless	9879734730	Communication Service 04/14-05/13/2021	178.42
Total 100 - Administration						178.42

Division: 610 - Uniformed Patrol						
167	6015	Communication Services	1552 Verizon Wireless	9879734730	Communication Service 04/14-05/13/2021	1,796.22
Total 610 - Uniformed Patrol						1,796.22

Division: 620 - Criminal Investigation						
168	6015	Communication Services	1552 Verizon Wireless	9879734730	Communication Service 04/14-05/13/2021	958.99
169	6195	Miscellaneous Contractual Services	1517 Trans Union LLC	05151690	Investigations Database 04/26-05/25/2021	148.23
Total 620 - Criminal Investigation						1,107.22

Division: 630 - Support Services						
170	6000	Professional Services	8389 Clarity One Solutions	042021	Internal Administrative Investigation F20-003 04/06-05/21/2021	5,937.50
171	6015	Communication Services	1680 Pacific Telemanagement Services	2067257	3 Public Pay Phones Monthly Fee June 2021	228.00
172	6015	Communication Services	1552 Verizon Wireless	9879734730	Communication Service 04/14-05/13/2021	444.70
173	6305	R&M Equipment	1118 Chicago Communications LLC	326871	Repair Radio VHF Antenna 5/10/2021	78.00
174	7000	Office Supplies	1644 Warehouse Direct Inc	4965082-0	Paper, Staples	226.23
175	7000	Office Supplies	1644 Warehouse Direct Inc	4967619-0	Paper Cups, Pens	23.84
176	7000	Office Supplies	1644 Warehouse Direct Inc	4968796-0	Paper Plates, Binder Clips	32.35
177	7015	Supplies - Police Range	1244 Ray O'Herron Company Inc	2074186-IN	Ammunition (50 Boxes 9mm Frangible, 50 Boxes 9mm FMJ 115 Gr)	492.62
178	7200	Other Supplies	1580 Mighty Mites Awards Inc	15458	Retirement Plaque (1 Ofc)	83.00
179	7200	Other Supplies	1644 Warehouse Direct Inc	4967619-0	Paper Cups, Pens	88.99
180	7200	Other Supplies	1644 Warehouse Direct Inc	4968796-0	Paper Plates, Binder Clips	56.99
Total 630 - Support Services						7,692.22

Total 60 - Police Department						10,774.08
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City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fire Department						
Division: 100 - Administration						
181	6015	Communication Services	1552 Verizon Wireless	9879734730	Communication Service 04/14-05/13/2021	313.37
182	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8182021472	On-Site Shredding Station 61 5/7/2021	83.17
183	6310	R&M Vehicles	1036 Des Plaines Car Wash	May 2021 Fire	2 Car Washes-Dep. Chief, Div. Chief 2/18/21 & 3/12/21	12.00
184	7000	Office Supplies	1644 Warehouse Direct Inc	4965044-0	Labels, 3X3 Note Pads, Pens	108.49
Total 100 - Administration						517.03
Division: 710 - Emergency Services						
185	6015	Communication Services	1552 Verizon Wireless	9879734730	Communication Service 04/14-05/13/2021	796.78
186	6015	Communication Services	1552 Verizon Wireless	9879734730	Communication Service 04/14-05/13/2021	720.32
187	6305	R&M Equipment	2240 United Radio Communications	102035007-1	8 Radio Repairs, Reprogramming 4/26/21	796.00
188	6305	R&M Equipment	1080 Air One Equipment Inc	168935	6 Scuba Cylinder Hydrotests 5/17/21	229.00
189	6305	R&M Equipment	1747 Murphy's Contractors Equipment Inc	214160	Impulse Hose Repair for Training Saw Sta 61 5/6/21	37.75
190	7000	Office Supplies	1644 Warehouse Direct Inc	4966583-0	Post-It Notes, Binder Clips, Correction Tape-Station 63	27.25
191	7035	Supplies - Equipment R&M	1747 Murphy's Contractors Equipment Inc	214116	Fuel Tank for Tower 61	145.00
192	7035	Supplies - Equipment R&M	1660 Safety-Kleen Systems Inc	86054673	Parts Washer Solvent - Station 61	159.00
193	7200	Other Supplies	2843 Vision Marketing Passport System Ltd	1867	10 Leather Passport Shield's - Paramedics	495.95
194	7320	Equipment < \$5,000	1080 Air One Equipment Inc	168552	5 Snaphooks	32.85
195	7320	Equipment < \$5,000	3218 Red Wing Shoe Store	700-1-82189	Fire Boot, SuperSole - Paramedic	229.48
Total 710 - Emergency Services						3,669.38
Division: 720 - Fire Prevention						
196	6015	Communication Services	1552 Verizon Wireless	9879734730	Communication Service 04/14-05/13/2021	125.55
Total 720 - Fire Prevention						125.55
Division: 730 - Emergency Management Agency						
197	6015	Communication Services	1936 DTN LLC	5947521	Weather Billing & Support for EMA 6/8/21-7/7/21	379.00
198	6015	Communication Services	1552 Verizon Wireless	9879734730	Communication Service 04/14-05/13/2021	42.47
Total 730 - Emergency Management Agency						421.47
Total 70 - Fire Department						4,733.43

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
Department: 75 - Fire & Police Commission					
199	7550	Miscellaneous Expenses	2016 Signarama	42125 Name Signage for 2 BFPC Commissioners	47.25
Total 75 - Fire & Police Commission					47.25

Total 100 - General Fund	218,670.36
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Fund: 208 - TIF #8 Oakton					
200	6000	Professional Services	1398 Gremley & Biedermann	148138 Provide 2021 ALTA/NSPS Land Title Survey 04/20/2021	2,550.00
Total 208 - TIF #8 Oakton					2,550.00

Fund: 230 - Motor Fuel Tax Fund					
201	6155	Sidewalk Improvements	1141 Copenhagen Construction Inc	2020-0-P5 FINAL R-126-20 Contractor 2020 CIP Concrete Improv-Retainage Only	12,500.00
202	7140	Electricity	1033 ComEd	2943015087-05.21 Electricity Service 04/21-05/20/2021	14,554.29
203	8100	Improvements	1141 Copenhagen Construction Inc	2020-0-P5 FINAL R-126-20 Contractor 2020 CIP Concrete Improv-Retainage Only	21,318.62
Total 230 - Motor Fuel Tax Fund					48,372.91

Fund: 260 - Asset Seizure Fund					
Program: 2620 - DEA					
204	7300	Uniforms	1164 Uniform Den East Inc	73178 (1) Araura Brand Level II Ballistic Vest (CSO)	586.95
Total 2620 - DEA					586.95

Total 260 - Asset Seizure Fund	586.95
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Fund: 400 - Capital Projects Fund					
205	6000	Professional Services	1079 AECOM Technical Services Inc	2000498486 Engr Svcs-On-Call Pavement Mgmt Prgm - 08/01/2020-04/30/2021	1,849.73
206	6015	Communication Services	1552 Verizon Wireless	9879734730 Communication Service 04/14-05/13/2021	204.43
207	8100	Improvements	1086 Arrow Road Construction Company	2020-A-P7 R-125-20 Contractor 2020 CIP Cont A St & ADA Improv-5/14-5/28/21	190,861.77
Total 400 - Capital Projects Fund					192,915.93

Fund: 420 - IT Replacement Fund					
208	8005	Computer Hardware	1035 Dell Marketing LP	10489918560 3 Dell Monitors For CED	787.36
Total 420 - IT Replacement Fund					787.36

Fund: 430 - Facilities Replacement Fund					
209	6315	R&M Buildings & Structures	1135 Colley Elevator Co	211415 Elevator Access for Water Heater @ Theatre 05/13/2021	204.00

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
210	6315	R&M Buildings & Structures	8364 Super Electric Construction Company	41088	Electrical Security Access - Civic Deck - 05/10-05/14/2021	12,875.00
211	6315	R&M Buildings & Structures	7146 JOS Services Inc	4435	Plumbing Services 5/7/21 @ Theatre	1,000.00
212	6315	R&M Buildings & Structures	7146 JOS Services Inc	4436	Plumbing Services 5/10/21 @ Theatre	1,000.00
213	6315	R&M Buildings & Structures	7146 JOS Services Inc	4437	Plumbing Services 5/25/21 @ Theatre	1,000.00
214	6315	R&M Buildings & Structures	7146 JOS Services Inc	4438	Plumbing Services 5/11/21 @ Theatre	1,000.00
215	6315	R&M Buildings & Structures	7146 JOS Services Inc	4439	Plumbing Services 5/12/21 @ Theatre	1,000.00
216	6315	R&M Buildings & Structures	7146 JOS Services Inc	4440	Plumbing Services 5/13/21 @ Theatre	1,000.00
217	6315	R&M Buildings & Structures	7146 JOS Services Inc	4441	Plumbing Services 5/14/21 @ Theatre	1,000.00
218	6315	R&M Buildings & Structures	7146 JOS Services Inc	4442	Plumbing Services 5/17/21 @ Theatre	1,000.00
219	6315	R&M Buildings & Structures	7146 JOS Services Inc	4443	Plumbing Services 5/18/21 @ Theatre	1,000.00
220	6315	R&M Buildings & Structures	7146 JOS Services Inc	4444	Plumbing Services 5/19/21 @ Theatre	1,000.00
221	6315	R&M Buildings & Structures	7146 JOS Services Inc	4445	Plumbing Services 5/20/21 @ Theatre	1,000.00
222	6315	R&M Buildings & Structures	7146 JOS Services Inc	4446	Plumbing Services 5/24/21 @ Theatre	1,000.00
223	6315	R&M Buildings & Structures	7146 JOS Services Inc	4447	Plumbing Services 5/21/21 @ Theatre	1,000.00
224	6315	R&M Buildings & Structures	7146 JOS Services Inc	4448	Plumbing Services 5/26/21 @ Theatre	1,000.00
225	6315	R&M Buildings & Structures	7146 JOS Services Inc	4450	Plumbing Services 5/27/21 @ Theatre	1,000.00
226	6315	R&M Buildings & Structures	7146 JOS Services Inc	4451	Plumbing Services 5/28/21 @ Theatre	1,000.00
227	6315	R&M Buildings & Structures	5440 Manusos General Contracting Inc	6190	TO #4-Construction Services - Theater - 05/03-05/08/2021	13,718.20
228	6315	R&M Buildings & Structures	4583 Argon Electric Company, Inc	9406	Electric Services - Theater - 05/03-05/07/2021	9,086.00
229	7045	Supplies - Building R&M	7807 L&W Supply Corporation	1000151812-001	Ceiling Tiles 1486 Miner	1,760.83
230	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	1024934	Extension Boxes @ Theatre	14.16
231	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	1261881	Ceiling Lights @ Theatre	370.44
232	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2024724	Building Materials @ Theatre	110.67
233	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2177035	Emergency Lights @ Theatre	245.64
234	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2729248	Theatre Plumbing Supplies	466.82

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
235	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2730465	Theatre Plumbing Supplies	396.00
236	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	3024526	Paint, Fire Foam Sealant, Etc @ Theatre	133.15
237	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	3030166	Lumber @ Theatre	361.09
238	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	3183666	Glass Block Building Supplies @ Theatre	654.36
239	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4095343	Glass Block and Sealant @ Theatre	701.39
240	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4523623	Razor Blades @ Theatre	24.97
241	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	5460051	Emergency Lights @ Theatre	982.56
242	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	6020350	Lumber/Drywall Materials/Screws @ Theatre	134.00
243	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	71144	Screws/Wood Putty/Etc @ Theatre	293.10
244	7045	Supplies - Building R&M	1057 Menard Incorporated	77036A	Oak Wood for Theatre	486.24
245	7045	Supplies - Building R&M	1057 Menard Incorporated	77850	Galvanized Pipe Ends @ Theatre	19.56
246	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	780	Can of Spray Paint for the Theater	6.83
247	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	7904782	Oak Plywood @ Theatre	1,634.62
248	7045	Supplies - Building R&M	1057 Menard Incorporated	79357	Fireblock Foam and Hydraulic Cement @ Theatre	45.47
249	7045	Supplies - Building R&M	1057 Menard Incorporated	79466	Bolts/Switchbox/Saw Horse @ Theatre	94.44
250	7045	Supplies - Building R&M	1057 Menard Incorporated	79545	Paint @ Theatre	7.88
251	7045	Supplies - Building R&M	1057 Menard Incorporated	79762	Hole Saw/Mud Rings/Drill Bits/Etc @ Theatre	75.28
252	7045	Supplies - Building R&M	1057 Menard Incorporated	79764	Mortar Mix @ Theatre	15.38
253	7045	Supplies - Building R&M	1057 Menard Incorporated	79765	Roller Stands for Staining Wood @ Theatre	69.98
254	7045	Supplies - Building R&M	1057 Menard Incorporated	79822	Corner Braces, Anchors, Etc for Theatre	116.04
255	7045	Supplies - Building R&M	1057 Menard Incorporated	79824	Staining Supplies for Theatre	44.22
256	7045	Supplies - Building R&M	1057 Menard Incorporated	79832	Hammer Drill Bits for Theatre	37.02
257	7045	Supplies - Building R&M	1057 Menard Incorporated	79883	Theatre Plumbing Supplies	71.63
258	7045	Supplies - Building R&M	1057 Menard Incorporated	79884	Hex Nuts/Fiber Backer Pads & Disks @ Theatre	20.31
259	7045	Supplies - Building R&M	1057 Menard Incorporated	79891	Trim Polyurethane @ Theatre	50.98
260	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	799	Fasteners for the Theater	1.72

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
261	7045	Supplies - Building R&M	1057 Menard Incorporated	79949	Sandpaper @ Theatre	16.28
262	7045	Supplies - Building R&M	1057 Menard Incorporated	79950	Caulk @ Theatre	80.64
263	7045	Supplies - Building R&M	1057 Menard Incorporated	79951	PVC Piping @ Theatre	25.12
264	7045	Supplies - Building R&M	1057 Menard Incorporated	80129	Lumber and Drywall Screws @ Theatre	154.25
265	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8025412	Stair Treads/Risers/Etc @ Theatre	854.67
266	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8902182	Oak Plywood @ Theatre	1,383.14
267	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8903191	Oak Plywood @ Theatre	1,383.14
268	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	9013643	Sanded Plywood @ Theatre	467.36
269	7045	Supplies - Building R&M	1043 WW Grainger Inc	9916631170	Exit signs for Theatre	372.42
270	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/50401	Cable for Civic Deck	1,592.20
271	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/50490	Cable for Civic Deck	1,078.18
272	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006788864.006	Theatre Electric Supplies	34.74
273	7045	Supplies - Building R&M	8201 Gexpro	S130782103.001	Lights for Theatre	330.00
274	7045	Supplies - Building R&M	8366 Connexion	S1771930.005	Theatre Electric Supplies	69.66
275	7045	Supplies - Building R&M	8366 Connexion	S1775189.001	Theatre Electric Supplies	252.17
276	7045	Supplies - Building R&M	8366 Connexion	S1775189.002	Electric Supplies for the Theater	17.12
277	7045	Supplies - Building R&M	8366 Connexion	S1776191.001	Theatre Electric Supplies	535.19
278	7045	Supplies - Building R&M	8366 Connexion	S1777332.001	Electric Supplies for the Theater	179.76
Total 430 - Facilities Replacement Fund						70,156.02

Fund: 500 - Water/Sewer Fund						
Non Departmental						
Division: 510 - Engineering						
279	6015	Communication Services	1552 Verizon Wireless	9879734730	Communication Service 04/14-05/13/2021	42.47
Total 510 - Engineering						42.47

Division: 550 - Water Systems						
280	6015	Communication Services	1552 Verizon Wireless	9879734730	Communication Service 04/14-05/13/2021	773.34
281	6115	Licensing/Titles	4121 Burton, Brian	Reimb 06/01/2021	CDL Renewal - Water Operator - 06/01/2021	35.00

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
282	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	210277	24 Meter Bench Tests - 05/25/2021	681.36
283	6195	Miscellaneous Contractual Services	4022 M E Simpson Co Inc	36857	Fire Hydrant Maintenance & Flow Testing-05/03-05/19/2021 R-10-21	21,398.00
284	6195	Miscellaneous Contractual Services	6992 Core & Main LP	N965580	Water Meter Purchases/Install - 03/15-03/21/2021, R-9-21	10,376.00
285	6195	Miscellaneous Contractual Services	6992 Core & Main LP	O247226	Water Meter Purchase/Install - 05/03-05/07/2021, R-9-21	13,816.00
286	6195	Miscellaneous Contractual Services	6992 Core & Main LP	O286157	Water Meter Purchases/Install - 05/09-05/16/2021, R-9-21	10,671.00
287	6195	Miscellaneous Contractual Services	6992 Core & Main LP	O312994	Water Meter Purchase/ Install - 05/17-05/21/2021, R-9-21	4,816.00
288	6195	Miscellaneous Contractual Services	6992 Core & Main LP	O318388	Water Meter Purchase/Install - 05/27/2021, R-9-21	151.00
289	6305	R&M Equipment	1154 West Side Tractor Sales	L86672	Service Call - PW 9009 - PW - 05/21/2021	952.28
290	6305	R&M Equipment	1154 West Side Tractor Sales	L86673	Service Call - PW 9014 - PW - 05/21/2021	1,817.67
291	7000	Office Supplies	1644 Warehouse Direct Inc	4966241-0	File Folders, Notebook, Pocket Files, Pens, Labels, Pad - PW	90.98
292	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W91000	2 Handles - PW 9018	129.38
293	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-476623	4 Machined Rotors - PW 9051	48.00
294	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-796349	2 LED Lights - PW 9054	41.24
295	7070	Supplies - Water System Maintenance	4093 HD Supply Construction & Industrial-White Cap	10014352049	50 Location Stakes	53.79
296	7070	Supplies - Water System Maintenance	1072 Prairie Material	890018837	1.5 Cu Yds Concrete - Sidewalk - 05/25/2021	184.88
297	7070	Supplies - Water System Maintenance	1072 Prairie Material	890023222	4.5 Cu Yds Concrete - Street Repair - 05/26/2021	634.63
298	7070	Supplies - Water System Maintenance	6992 Core & Main LP	O257120	Water Meter Purchases - 03/312021, R-9-21	635.00
299	7070	Supplies - Water System Maintenance	6992 Core & Main LP	O267843	(2) 10" Cut In Sleeves	1,216.00
300	7070	Supplies - Water System Maintenance	6992 Core & Main LP	O271530	12" Hydrant Extension	703.96

City of Des Plaines

Warrant Register 06/21/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
301	7105	Wholesale Water - NWWC	2901 Northwest Water Commission	06012021	Wholesale Water Purchase - 05/01-05/31/2021 R-183-14	332,163.16
302	7120	Gasoline	8331 Avalon Petroleum Company Inc	466410	5,500 Gals Unleaded Gasoline - 05/24/2021	1,753.75
303	7130	Diesel	8331 Avalon Petroleum Company Inc	023585	1,600 Gals Bio Diesel Fuel - 05/24/2021, R-163-20	72.24
304	7150	Water Treatment Chemicals	2053 USA Bluebook	611943	45 Lbs Granular Chlorine - Maple Pump Station - 05/21/2021	261.95
Total 550 - Water Systems						403,476.61

Division: 560 - Sewer Systems						
305	6015	Communication Services	1552 Verizon Wireless	9879734730	Communication Service 04/14-05/13/2021	322.01
306	6310	R&M Vehicles	6593 Chicago Plastic Systems Inc	19673	Jetter Water Tank Repair - PW 8021 - 06/01/2021	2,332.21
307	7040	Supplies - Vehicle R&M	1043 WW Grainger Inc	9914411740	Cam & Groove Adapter - PW 8021	4.73
308	7075	Supplies - Sewer System Maintenance	1255 Neenah Foundry Company	414508	17 Sewer Frames	2,473.00
309	7120	Gasoline	8331 Avalon Petroleum Company Inc	466410	5,500 Gals Unleaded Gasoline - 05/24/2021	774.00
310	7130	Diesel	8331 Avalon Petroleum Company Inc	023585	1,600 Gals Bio Diesel Fuel - 05/24/2021, R-163-20	1,517.84
311	7140	Electricity	1033 ComEd	3240002012-05.21	Electricity Service 04/26-05/25/2021	239.38
Total 560 - Sewer Systems						7,663.17

Division: 570 - Equipment Replacement						
312	8015	Equipment	7521 United Rentals (North America) Inc	194294296-001	Genie S-125 Telescopic Boom Lift - 05/28/2021, R-92-21	59,226.50
Total 570 - Equipment Replacement						59,226.50

Division: 580 - CIP - Water/Sewer						
313	8100	Improvements	5995 Wunderlich-Malec Services Inc	17912	TO #3 Supervisory Control & Data Acquisition Conversion-4/30-5/12/2021, R-40-21	24,000.00
314	8100	Improvements	5995 Wunderlich-Malec Services Inc	17932	TO#2 Logic Controller Replacement - 02/17-05/27/2021, R-40-21	58,790.00
315	8100	Improvements	5995 Wunderlich-Malec Services Inc	17933	TO#3 Control & Data Acq Con - 05/05-05/27/2021, R-40-21	8,425.00
Total 580 - CIP - Water/Sewer						91,215.00

Total 00 - Non Departmental						561,623.75
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Department: 30 - Finance						
316	6015	Communication Services	1552 Verizon Wireless	9879734730	Communication Service 04/14-05/13/2021	63.70

City of Des Plaines

Warrant Register 06/21/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
317	6025	Administrative Services	7615 Sebis Direct Inc	33284	Utility Bill Rendering Service - Bill Drop Dates 05/14/2021	1,084.92
318	6025	Administrative Services	7961 BridgePay Network Solutions LLC	7938	Utility Web & Business License Transaction Fee for May 2021	235.40
Total 30 - Finance						1,384.02

Total 500 - Water/Sewer Fund	563,007.77
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Fund: 510 - City Owned Parking Fund						
319	7060	Supplies - Parking Lots	1057 Menard Incorporated	79295	Paint to Cover Graffiti in Library Deck	25.09
320	7060	Supplies - Parking Lots	1057 Menard Incorporated	79404	Fabuloso for Cleaning Parking Deck Stairwells	43.62
Total 510 - City Owned Parking Fund						68.71

Fund: 600 - Risk Management Fund						
321	5545	MICA Deductible	1061 Municipal Insurance Cooperative Agency	3297815 051177	MICA Claim Deductible 09/12/2020 L003297815	10.50
322	5545	MICA Deductible	1061 Municipal Insurance Cooperative Agency	3378041 051178	MICA Claim Deductible 01/15/2021 L003378041	1,000.00
323	5545	MICA Deductible	1061 Municipal Insurance Cooperative Agency	3387114 051179	MICA Claim Deductible 03/13/2021 L003387114	1,000.00
Total 600 - Risk Management Fund						2,010.50

Fund: 700 - Escrow Fund						
324	2486	Additional Contracts - Engineering	1141 Copenhaver Construction Inc	2020-0-P5 FINAL	R-126-20 Contractor 2020 CIP Concrete Improv-Retainage Only	251.00
325	2486	Additional Contracts - Engineering	1086 Arrow Road Construction Company	2020-A-P7	R-125-20 Contractor 2020 CIP Cont A St & ADA Improv-5/14- 5/28/21	20,305.14
326	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	185691	Public Notice for 6/8/21 PZB Meeting - Published 5/19/21	80.78
327	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	185691	Public Notice for 6/8/21 PZB Meeting - Published 5/19/21	80.78
328	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	185691	Public Notice for 6/8/21 PZB Meeting - Published 5/19/21	80.78
Total 700 - Escrow Fund						20,798.48

Grand Total	1,119,924.99
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City of Des Plaines

Warrant Register 06/21/2021

Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund					
Public Works & Engineering					
Division: 540 - Vehicle Maintenance					
1	6195	Miscellaneous Contractual Services	7631 T-Mobile USA Inc	965199112-May 21 Vehicle Positioning System 04/21-05/20/2021	252.00
Total 540 - Vehicle Maintenance					252.00
Total 50 - Public Works & Engineering					252.00
Police Department					
Division: 610 - Uniformed Patrol					
2	6015	Communication Services	1032 Comcast	05/18/21 x6724 Internet/Cable Service June 2021	104.60
Total 610 - Uniformed Patrol					104.60
Total 60 - Police Department					104.60
Fire Department					
Division: 730 - Emergency Management Agency					
3	6015	Communication Services	1032 Comcast	05/22/21 x6716 Internet/Cable Service June 2021	62.76
Total 730 - Emergency Management Agency					62.76
Total 70 - Fire Department					62.76
Department: 90 - Overhead					
4	6015	Communication Services	1032 Comcast	05/20/21 x6732 Internet/Cable Service June 2021	62.76
5	6015	Communication Services	1533 Wide Open West LLC	11526044May2021A Internet/Cable Service x6044 05/21-06/20/2021	661.37
6	6015	Communication Services	1533 Wide Open West LLC	11526044May2021B Internet/Cable Service x1245 05/21-06/20/2021	1,888.91
7	6015	Communication Services	1533 Wide Open West LLC	11526044May2021C Internet/Cable Service x1246 05/21-06/20/2021	364.00
8	6015	Communication Services	1533 Wide Open West LLC	11526044May2021E Internet/Cable Service x5988 05/21-06/20/2021	127.90
Total 90 - Overhead					3,104.94
Total 100 - General Fund					3,524.30
Fund: 400 - Capital Projects Fund					
9	6115	Licensing/Titles	6035 IL Dept of Natural Resources IDNR	Appl #N20210049 License Fee-Permit Appl-Church St @Farmers Ck-Roadway Crossing Mod	1,100.00
Total 400 - Capital Projects Fund					1,100.00

City of Des Plaines

Warrant Register 06/21/2021

Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 500 - Water/Sewer Fund					
Division: 550 - Water Systems					
10	6015	Communication Services	1533 Wide Open West LLC	11526044May2021D Internet/Cable Service x0573 05/21-06/20/2021	320.00
Total 550 - Water Systems					320.00
Total 500 - Water/Sewer Fund					320.00
Grand Total					4,944.30

City of Des Plaines

Warrant Register 06/21/2021

Summary

	<u>Amount</u>		<u>Transfer Date</u>
Automated Accounts Payable	\$ 1,119,924.99	**	6/21/2021
Manual Checks	\$ 4,944.30	**	5/28/2021
Payroll	\$ 1,297,904.33		6/4/2021
RHS Payout	\$ -		
Electronic Transfer Activity:			
JPMorgan Chase Credit Card	\$ -		
Chicago Water Bill ACH	\$ -		
Postage Meter Direct Debits	\$ 10,050.00	*	6/3/2021
Utility Billing Refunds	\$ 5,766.06	*	6/8/2021
Debt Interest Payment	\$ -		
IMRF Payments	\$ 130,363.65		6/9/2021
Property Purchase - 1380 E Oakton	\$ 188,000.00	*	6/10/2021
Employee Medical Trust	\$ 702,037.42		6/1/2021
Total Cash Disbursements:	\$ 3,458,990.75		

* Multiple transfers processed on and/or before date shown

** See attached report

Adopted by the City Council of Des Plaines

This Twenty-First Day of June 2021

Ayes _____ Nays _____ Absent _____

Jessica M. Mastalski, City Clerk

Andrew Goczkowski, Mayor