



## VIRTUAL CITY COUNCIL MEETING

**Tuesday, February 16, 2021**

**Regular Session – 7:00 p.m.**

As the City of Des Plaines continues to follow social distancing requirements along with Governor Pritzker's Executive Orders and mandated mitigation restrictions, the City Council Meeting on Tuesday, February 16, 2021 will be held virtually beginning at 7:00 p.m.

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

Public comments received by 5 p.m., Tuesday, February 16, 2021 will be distributed to City Council members prior to the Council meeting. Please indicate if you wish to have your comment read at the meeting. Public comments read at the meeting are limited to 200 words or less. Public comments should be e-mailed and contain the following information:

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

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

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

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



## CITY COUNCIL AGENDA

Tuesday, February 16, 2021

Regular Session – 7:00 p.m.

Via Zoom Video Conference

[publiccomments@desplaines.org](mailto:publiccomments@desplaines.org)

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### CALL TO ORDER

### REGULAR SESSION

ROLL CALL

PRAYER

PLEDGE OF ALLEGIANCE

### PUBLIC HEARINGS

- 2021 APPROPRIATION ORDINANCE/**ORDINANCE M-3-21**: Approving Appropriations to Defray the Expenses of the City of Des Plaines, Cook County, Illinois for Municipal Purposes Designated as the “Annual Appropriation Ordinance” for the Fiscal Year Beginning January 1, 2021 and Ending December 31, 2021
- PY 2019 DES PLAINES CARES ACT AMENDMENT CV3/**RESOLUTION R-43-21**: Approving and Adopting the City of Des Plaines Program Year 2019 Cares Act Amendment CV3 Including Substantial Amendments to the City’s Community Development Block Grant Program, 2015-2019 Consolidated Plan, and Program Year 2019 Annual Action Plan

### PUBLIC COMMENT – [publiccomments@desplaines.org](mailto:publiccomments@desplaines.org)

### ALDERMEN ANNOUNCEMENTS/COMMENTS

### MAYORAL ANNOUNCEMENTS/COMMENTS

Motion to Extend Declaration of Civil Emergency

### CITY CLERK ANNOUNCEMENTS/COMMENTS

### MANAGER’S REPORT

### CITY ATTORNEY/GENERAL COUNSEL REPORT

**CONSENT AGENDA**

1. **RESOLUTION R-35-21:** Approving ITSavvy, LLC, Chicago, Illinois to Furnish Cisco Blade Servers, Maintenance and Memory in the Not-to-Exceed Amount of \$24,484.64. Budgeted Funds – IT Computer Hardware.
2. **RESOLUTION R-36-21:** Approving the 2021 Contract Expenditure of the EnerGov Maintenance Renewal with Tyler Technologies, Inc., Troy, Michigan in the Amount of \$35,475.05. Budgeted Funds – IT R&M Software.
3. **RESOLUTION R-37-21:** Approving the Purchase of a Kohler Generator Through Sourcewell Contract #120617-KOH in the Amount of \$29,630.30. Budgeted Funds – Water/Sewer Contingency.
4. **RESOLUTION R-38-21:** Awarding the Bid for the 2021 Purchase of Hot Mix Asphalt to Builders Asphalt, LLC, Hillside, Illinois in Per Unit Pricing in the Not-to-Exceed Amount of \$150,000. Budgeted Funds – Street R&M.
5. **RESOLUTION R-39-21:** Rejecting All Bids Received for City Hall 6<sup>th</sup> Floor Masonry Repairs and Authorizing Rebid of the Project
6. **RESOLUTION R-40-21:** Approving Task Order #2 in the Amount of \$198,204.00 and Task Order #3 in the Amount of \$68,500.00 with Wunderlich-Malec Service, Inc., Eden Prairie, Minnesota for Water and Sewer Systems Supervisory Control and Data Acquisition Equipment and Services. Budgeted Funds – Water/Sewer.
7. **RESOLUTION R-44-21:** Approving an Intergovernmental Agreement Renewal with the O’Hare Noise Compatibility Commission (ONCC)
8. **SECOND READING – M-2-21:** Prohibiting the Use of Groundwater as a Potable Water Supply by the Installation or Use of Potable Water Supply Wells or By Any Other Method at 800 S. Elmhurst Road in the City of Des Plaines
9. Minutes/Regular Meeting – February 1, 2021

**APPOINTMENTS/REAPPOINTMENTS** (for your consideration only; no action required)

**Appointments**

**Library Board of Trustees**

Michelle Shimon	Expires 6/30/2022
Christine Halblander	Expires 6/30/2022

**Reappointments**

**Board of Fire & Police Commissioners**

Thomas Green	Expires 4/30/2023
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**Library Board of Trustees**

Bruce Lester Expires 6/30/2023  
Denise Hudec Expires 6/30/2023  
Vincent Rangel Expires 6/30/2023  
Nicholas Harkovich Expires 6/30/2023

**Planning & Zoning Board**

Joseph Catalano Expires 4/30/2023

**Youth Commission**

Rosalie Cullotta Expires 9/4/2024  
Gloria Ludwig Expires 9/4/2024  
Erin Doerr Expires 9/4/2024  
Joanie Sebastian Expires 9/4/2024

**UNFINISHED BUSINESS**

n/a

**NEW BUSINESS**

1. FINANCE & ADMINISTRATION – Alderman Malcolm Chester, Chair
  - a. Warrant Register in the Amount of \$2,864,553.44 – **RESOLUTION R-41-21**
  
2. COMMUNITY DEVELOPMENT – Alderman Denise Rodd, Chair
  - a. Consideration of a Resolution in Support of a Cook County Class 6b Property Tax Incentive for 1600-1710 Sherwin Avenue – **RESOLUTION R-42-21**
  - b. Consideration of Major Variations at 1415 Redeker Road – **ORDINANCE Z-29-21 (postponed from 2/1/21 City Council Meeting)**
  - c. Consideration of Tentative Plat of Subdivision and Major Variations at 10 S. River Road – **ORDINANCE Z-30-21 (postponed from 2/1/21 City Council Meeting)**

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

**ADJOURNMENT**

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



## FINANCE DEPARTMENT

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

## MEMORANDUM

Date: February 2, 2021

To: Michael G. Bartholomew, City Manager

From: Dorothy Wisniewski, Assistant City Manager / Director of Finance

Subject: 2021 Appropriation Ordinance

**Issue:** In accordance with the Illinois Compiled Statutes (ILCS), the City is required to pass an annual appropriation ordinance within the first quarter of its fiscal year. This appropriation ordinance specifies the sums of money deemed necessary to defray all expenses and liabilities for the calendar year 2021.

**Analysis:** Per 65 ILCS 5/8-2-9, a public notice of a public hearing regarding the Appropriation Ordinance is required and must be published at least 10 days prior to the adoption of the Appropriation Ordinance. In addition, the public notice must be published in a newspaper of general circulation within the municipality. The public notice will be published in the Journal and Topics newspaper on Wednesday, February 3, 2021, thus satisfying both requirements (a copy of the notice is attached).

**Requirements of the Appropriation Ordinance:** The appropriation ordinance serves as a limit on what may be spent during the current fiscal year. The purpose of the appropriation ordinance is to appropriate such sums of money as the municipality deems necessary to defray all of its necessary expenses and liabilities. The ordinance is to be set up by objects and purposes for which each line item of the appropriation is made, and each appropriation must be for a specific dollar amount.

The purpose for the required specificity in the appropriation ordinance is to inform the taxpayers of the purposes for which the municipal revenues are to be expended since no fund can legally be expended for any purpose other than that for which it was appropriated. The Supreme Court has indicated that this right of the taxpayer is a substantial right of which the taxpayer may not be deprived. However, the courts have also indicated that municipalities are not required to specify every conceivable item on which they may spend money as long as the purposes indicated are sufficiently specific to advise the taxpayer of the type of expenditure to be made so that the taxpayer can make further specific inquiries with regard thereto if desired.

Once the appropriation ordinance has been adopted, the Illinois Municipal Code provides that no contract shall be made or expense incurred unless an appropriation previously has been made concerning that contract or expense. The Code further provides that any contract made or expense incurred in violation of this provision is absolutely void (not merely voidable) and that no money of the municipality can be spent on account thereof (65 ILCS 5/8-1-7). This provision has been adhered to strictly by the courts.

There are exceptions to this previous appropriation rule, and these are briefly outlined below:

1. Special Petition/Referendum - Appropriations may be made by special petition or referendum (See 65 ILCS 5/8-2-9).
2. Before Passage – Authorizes expenditures to be made pending the passage of the Appropriation Ordinance (See 65 ILCS 5/8-1-7).
3. Supplemental Appropriation - A municipality may adopt without further hearing a supplemental appropriation ordinance in an amount not to exceed the aggregate of any additional revenue that becomes available to the municipality or is estimated to be received by the municipality after the adoption of the appropriation ordinance. Also fund balances available when the annual appropriation ordinance was adopted but that were not appropriated at that time may also be included within a supplemental appropriation ordinance. However, the supplemental appropriation ordinance can apply only to the new revenues.
4. Transfer - By a two-thirds vote of all the corporate authorities, a municipality may make transfers of any amounts appropriated for one object or purpose to another object or purpose. No approval is necessary, however, for transferring appropriations for different line items within categories of objects and purposes. No such transfer may be made that would reduce the balance of the appropriation below an amount sufficient to cover “all obligations incurred or to be incurred against the appropriation” (See 65 ILCS 5/8-2-9).
5. Court Order - As a general exception, a municipality may separately appropriate to pay a judgment ordered by a court of competent jurisdiction.
6. Emergency - The Illinois Municipal Code provides one additional manner in which a municipality that has underestimated its needed appropriations may respond to community needs. In the event of an extreme emergency, the corporate authorities by a two-thirds vote may make additional appropriations for the purpose of making improvements or restoration as a result of any accident or casualty that took place after the annual appropriation ordinance was passed or to meet an unforeseen emergency after passage of the appropriation ordinance. “Emergency” is specifically defined as “a condition requiring immediate action to suppress or prevent the spread of disease, or to prevent or remove imminent danger to persons or property.” This Section has limited application and cannot be used to correct errors or mere oversight made in the appropriation ordinance and process (See 65 ILCS 5/8-1-6).
7. Bond Issue - Expenditures from a bond issue or special assessment can be made because the authorizing ordinances themselves are considered “appropriations.”

Finally, in order to avoid the problem of accurately forecasting 100 percent, even in general, the various items on which funds may be expended for the entire fiscal year, the courts have approved the use of an appropriation for contingencies. Thus, the corporate authorities need not follow the cumbersome route of first transferring from the contingency fund to another line item before paying out for unforeseen expenses. However, there is a limitation in that the contingency appropriation cannot exceed ten percent (10%) of the total budget. While this rule applies specifically to Budget-Officer municipalities, it is recommended that non-budget officer municipalities (such as the City) not exceed this rule as well.

The 2021 Appropriation Ordinance for the City of Des Plaines is \$204.2 million, whereas the 2021 Budget for the City of Des Plaines is \$164.0 million. The difference of \$40.2 million is comprised of the following items:

- \$11.2 million related to Interdepartmental transfers of which is included in the budget document as a separate column and not included in the \$164.0 million total above.

- \$5.8 million for a Contingency Reserve on the General Fund, Capital Projects Fund, Equipment Replacement Fund, Information Technology Replacement Fund, Facilities Replacement Fund and the Water/Sewer Fund. The \$5.8 million was arrived at by taking 5% of each of the respective expenditure totals per Fund. As mentioned previously, 10% of the total Budget is allowed in terms of a contingency appropriation, (i.e., a maximum of \$16.4 million for the City of Des Plaines), however, staff believes 5% of the above mentioned funds should be sufficient to cover any unforeseen flood or storm events, as well as be able to expend any unanticipated Grant revenues received in the upcoming year.
- \$7.7 million for the Des Plaines Public Library, which the City is required to appropriate funds for and that have not been included within the 2021 Budget total.
- \$15.2 million for Police and Fire Pensions (\$7.9 million for the Police Pension and \$7.3 million for the Fire Pension). This item is included within the General Fund expenditures of the Appropriation Ordinance to be in line with the audit. In addition, per the Appropriation Ordinance guidelines, the Police and Fire Pension expenditures need to be listed separately as indicated on the attached Ordinance therefore creating a double counting effect.
- \$315K of carry-over items included in the 2021 Appropriation partly comprised of \$267K for a new CED application EnerGov , \$37K for a timekeeping/scheduling software Executime, and \$11K for media room system design consulting.

**Recommendation:** I recommend the City Council pass and adopt the 2021 Appropriation Ordinance.

***Attachment:***

Attachment 1: Copy of Public Notice

M – 3 – 21: 2021 Appropriation Ordinance

**NOTICE OF PUBLIC HEARING FOR  
PROPOSED 2021 APPROPRIATIONS ORDINANCE  
FOR THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS**

The City of Des Plaines will conduct a public hearing on its 2021 Appropriations Ordinance for its fiscal year beginning January 1, 2021. Due to the ongoing COVID-19 emergency, an Executive Order of the Governor, an Emergency Order or other determination of the Mayor, that may prohibit or limit attendance, or otherwise make it more difficult for the public hearing to be held at City Hall, this public hearing may be held virtually by audio or video conference and/or the number of people permitted to gather at City Hall for the hearing may be limited. If the public hearing is held virtually, members of the public that do not wish to view the meeting from another location may view the virtual meeting at City Hall with limited spots available on a “first come, first-served” basis. Notice regarding the location of the public hearing and instructions for participating in the Public Hearing will be posted on the City’s website – [www.desplaines.org](http://www.desplaines.org) - by Tuesday, February 9, 2021, and will be included on the agenda that will be posted prior to the meeting.

A copy of the 2021 Appropriations Ordinance is available for public inspection at the Des Plaines City Clerk’s Office, 1420 Miner Street, Des Plaines, Illinois 60016, during regular business hours.

Questions may be directed to Dorothy Wisniewski, Assistant City Manager / Director of Finance at 847-391-5317.

The 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 847-391-5486 to allow the City to make reasonable accommodations for those persons.



**CITY OF DES PLAINES**

**ORDINANCE M - 3 - 21**

**AN ORDINANCE MAKING APPROPRIATIONS TO DEFRAY THE EXPENSES OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS FOR MUNICIPAL PURPOSES DESIGNATED AS THE “ANNUAL APPROPRIATION ORDINANCE” FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2021 AND ENDING DECEMBER 31, 2021.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS IN THE EXERCISE OF ITS HOME RULE POWER, AS FOLLOWS:**

**SECTION 1:** That the following sums or so much thereof as hereby may be authorized by law, be and the same are hereby appropriated to pay all necessary expenses and liabilities of the City of Des Plaines, Cook County, Illinois, for the fiscal year beginning January 1, 2021 and ending December 31, 2021. Such appropriations are hereby made for the following objects and purposes:

Appropriations

**Fund 100 - General Fund**  
**Elected Office Department - Department 10**  
**Legislative Division - Division 110**

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Salaries	115,857
FICA Contribution	10,155
IMRF Contribution	8,645
PPO Insurance Contribution	117,552
Dental Insurance Contribution	6,326
Vision Insurance Contribution	43
Life Insurance Contribution	341
Workers Compensation	224
RHS Plan Payout	2,448
Mayoral Expenses	2,400
Aldermanic Expenses	14,400
Membership Dues	41,850
Conferences	500
Travel Expenses	200
Property & Liability Insurance	3,460
Professional Services	120,000
Communication Services	7,500
Printing Services	1,500
R&M Equipment	100
R&M Vehicles	100
Office Supplies	500
Gasoline	250
Other Supplies	700
Publications	500
Equipment < \$5,000	500
Postage & Parcel	100
<b>Total Divisional Request</b>	<b>456,151</b>

**Elected Office Department - Department 10**  
**City Clerk Division - Division 120**

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Salaries	160,403
Temporary Wages	18,025
FICA Contribution	12,271
IMRF Contribution	16,228
PPO Insurance Contribution	51,223
HMO Insurance Contribution	22,319
Dental Insurance Contribution	4,710
Vision Insurance Contribution	258
Life Insurance Contribution	187
Workers Compensation	272
Membership Dues	630
Conferences	500
Training	500
Travel Expenses	50
Property & Liability Insurance	1,190
Professional Services	8,700
Legal Fees	25,000
Communication Services	720
Publication of Notices	6,500

	<u>Appropriations</u>
Printing Services	6,000
Licensing/Titles	125
Miscellaneous Contractual Services	1,200
R&M Software	6,075
Office Supplies	1,500
Other Supplies	3,250
Uniforms	300
Publications	50
Equipment < \$5,000	250
Postage & Parcel	50
Miscellaneous Expenses	100
<b>Total Divisional Request</b>	<b>348,586</b>
<b>Total Departmental Request</b>	<b>804,737</b>

**City Administration Department - Department 20**

**City Manager Division - Division 210**

Salaries	314,354
Temporary Wages	31,930
FICA Contribution	18,339
IMRF Contribution	33,039
PPO Insurance Contribution	25,694
HMO Insurance Contribution	15,420
Dental Insurance Contribution	2,380
Vision Insurance Contribution	209
Life Insurance Contribution	187
Workers Compensation	535
RHS Plan Payout	9,983
Membership Dues	2,200
Conferences	500
Training	1,000
Travel Expenses	100
Property & Liability Insurance	2,810
Professional Services	20,000
Communication Services	775
Printing Services	150
Miscellaneous Contractual Services	1,000
Office Supplies	1,500
Other Supplies	500
Uniforms	500
Publications	750
Postage & Parcel	150
Miscellaneous Expenses	750
<b>Total Divisional Request</b>	<b>484,755</b>

**City Administration Department - Department 20**

**Legal Division - Division 220**

Salaries	82,257
Temporary Wages	18,025
FICA Contribution	6,293
IMRF Contribution	8,645
PPO Insurance Contribution	25,529
Dental Insurance Contribution	1,570

	<u>Appropriations</u>
Vision Insurance Contribution	129
Life Insurance Contribution	77
Workers Compensation	140
RHS Plan Payout	2,623
Training	250
Property & Liability Insurance	2,870
Legal Fees	390,000
Legal Fees - Admin Hearings/Prosecutions	55,500
Legal Fees - Labor & Employment	150,000
Recording Fees	3,500
Miscellaneous Contractual Services	500
Office Supplies	500
Uniforms	200
Postage & Parcel	250
<b>Total Divisional Request</b>	<b>748,858</b>

**City Administration Department - Department 20**

**Information Technology Division - Division 230**

Salaries	438,802
Temporary Wages	27,810
Overtime - Non Supervisory	16,650
FICA Contribution	33,568
IMRF Contribution	46,118
PPO Insurance Contribution	77,082
HMO Insurance Contribution	15,420
Dental Insurance Contribution	5,520
Vision Insurance Contribution	467
Life Insurance Contribution	341
Workers Compensation	746
RHS Plan Payout	5,728
Membership Dues	119
Training	3,500
Property & Liability Insurance	7,090
Professional Services	300,324
Communication Services	11,792
Miscellaneous Contractual Services	6,711
R&M Software	375,933
R&M Equipment	102,195
Office Supplies	600
Printer Supplies	16,500
Supplies - Equipment R&M	1,000
Equipment < \$5,000	13,650
Postage & Parcel	100
Furniture & Fixtures	20,000
<b>Total Divisional Request</b>	<b>1,527,766</b>

**City Administration Department - Department 20**

**Media Services Division - Division 240**

Salaries	258,633
Temporary Wages	79,619
Overtime - Non Supervisory	1,800
FICA Contribution	19,785

	<u>Appropriations</u>
IMRF Contribution	27,183
PPO Insurance Contribution	34,853
HMO Insurance Contribution	7,562
Dental Insurance Contribution	2,376
Vision Insurance Contribution	215
Life Insurance Contribution	187
Workers Compensation	440
RHS Plan Payout	1,697
Membership Dues	2,690
Conferences	200
Training	300
Travel Expenses	100
Property & Liability Insurance	3,550
Professional Services	35,000
Communication Services	2,500
Publication of Notices	25
Public Relations & Communications	15,000
Printing Services	23,000
Licensing/Titles	5,600
Miscellaneous Contractual Services	93,570
R&M Equipment	2,500
Subsidy - Youth Commission	15,000
Office Supplies	400
Other Supplies	700
Uniforms	1,800
Publications	1,400
Equipment < \$5,000	5,000
Postage & Parcel	14,000
Miscellaneous Expenses	10,000
Furniture & Fixtures	750
<b>Total Divisional Request</b>	<b>667,435</b>

**City Administration Department - Department 20**

**Human Resources Division - Division 250**

Salaries	337,538
FICA Contribution	25,822
IMRF Contribution	35,475
PPO Insurance Contribution	60,547
Dental Insurance Contribution	3,543
Vision Insurance Contribution	301
Life Insurance Contribution	231
Workers Compensation	574
Membership Dues	1,005
Tuition Reimbursements	15,000
Conferences	450
Training	2,185
Travel Expenses	600
Pre-Employment Testing	14,500
Post-Employment Testing	5,000
Property & Liability Insurance	3,150
Unemployment Claims	30,000
Professional Services	40,000

	<u>Appropriations</u>
Communication Services	1,050
Publication of Notices	5,500
Printing Services	180
Miscellaneous Contractual Services	1,100
Office Supplies	1,400
Other Supplies	700
Uniforms	400
Publications	640
Equipment < \$5,000	250
Postage & Parcel	50
Miscellaneous Expenses	1,400
<b>Total Divisional Request</b>	<b>588,591</b>

**City Administration Department - Department 20**

**Health & Human Services Division - Division 260**

Salaries	60,534
FICA Contribution	4,631
IMRF Contribution	6,362
Workers Compensation	103
Membership Dues	240
Training	500
Property & Liability Insurance	1,780
Printing Services	770
Subsidy - Community Outreach	12,500
Subsidy - Senior Center	136,500
Subsidy - Social Service Agency	160,000
Subsidy - Senior Citizen Cab Service	12,500
Office Supplies	200
Other Supplies	250
Uniforms	100
Postage & Parcel	25
<b>Total Divisional Request</b>	<b>396,995</b>
<b>Total Departmental Request</b>	<b>4,414,400</b>

**Finance Department - Department 30**

Salaries	922,953
Temporary Wages	15,450
Overtime - Non Supervisory	9,450
FICA Contribution	67,843
IMRF Contribution	96,955
PPO Insurance Contribution	130,372
HMO Insurance Contribution	29,881
Dental Insurance Contribution	8,359
Vision Insurance Contribution	1,021
Life Insurance Contribution	1,000
Workers Compensation	1,567
RHS Plan Payout	3,751
Membership Dues	3,465
Conferences	500
Training	4,380
Travel Expenses	150
Property & Liability Insurance	5,690

	<u>Appropriations</u>
Professional Services	79,200
Communication Services	2,450
Printing Services	6,050
Licensing/Titles	200
Office Supplies	5,000
Other Supplies	2,050
Uniforms	2,000
Publications	300
Equipment < \$5,000	250
Postage & Parcel	3,500
Miscellaneous Expenses	250
Furniture & Fixtures	2,500
<b>Total Departmental Request</b>	<b>1,406,537</b>

**Community Development Department - Department 40**  
**Building & Code Enforcement Division - Division 410**

Salaries	932,262
Temporary Wages	82,400
Overtime - Non Supervisory	22,500
FICA Contribution	71,358
IMRF Contribution	97,981
PPO Insurance Contribution	157,518
HMO Insurance Contribution	44,638
Dental Insurance Contribution	11,603
Vision Insurance Contribution	1,174
Life Insurance Contribution	945
Workers Compensation	31,540
Uniform Allowance	500
RHS Plan Payout	7,940
Membership Dues	850
Conferences	40
Training	665
Travel Expenses	100
Property & Liability Insurance	19,130
Professional Services	160,000
Legal Fees	20,000
Communication Services	11,340
Printing Services	1,500
Licensing/Titles	500
Miscellaneous Contractual Services	35,000
R&M Vehicles	250
Office Supplies	2,000
Other Supplies	800
Uniforms	2,000
Publications	500
Equipment < \$5,000	1,000
Postage & Parcel	250
Miscellaneous Expenses	100
Furniture & Fixtures	1,000
<b>Total Divisional Request</b>	<b>1,719,384</b>

Appropriations

**Community Development Department - Department 40**

**Planning & Zoning Division - Division 420**

Salaries	307,414
Temporary Wages	19,055
Overtime - Non Supervisory	6,750
FICA Contribution	27,351
IMRF Contribution	37,568
HMO Insurance Contribution	15,124
Dental Insurance Contribution	806
Vision Insurance Contribution	86
Life Insurance Contribution	341
Workers Compensation	627
Membership Dues	1,500
Training	1,000
Travel Expenses	1,000
Property & Liability Insurance	3,640
Professional Services	5,000
Legal Fees	2,500
Communication Services	900
Publication of Notices	3,000
Printing Services	500
Office Supplies	1,000
Uniforms	500
Publications	500
Equipment < \$5,000	250
Postage & Parcel	500
Miscellaneous Expenses	100
Furniture & Fixtures	1,000
<b>Total Divisional Request</b>	<b>438,012</b>

**Community Development Department - Department 40**

**Economic Development Division - Division 430**

Salaries	106,292
FICA Contribution	8,131
IMRF Contribution	11,171
PPO Insurance Contribution	19,158
Dental Insurance Contribution	920
Vision Insurance Contribution	246
Life Insurance Contribution	110
Workers Compensation	181
Membership Dues	750
Conferences	2,000
Travel Expenses	1,000
Property & Liability Insurance	1,360
Professional Services	40,000
Legal Fees	2,500
Communication Services	1,200
Printing Services	10,000
Incentive - Business Assistance	205,000
Office Supplies	500
Other Supplies	5,000
Publications	500



	<u>Appropriations</u>
Equipment < \$5,000	500
Miscellaneous Expenses	500
<b>Total Divisional Request</b>	<b>417,019</b>
<b>Total Departmental Request</b>	<b>2,574,415</b>

**Public Works & Engineering Department - Department 50**

**Administration Division - Division 100**

Salaries	178,565
Overtime - Non Supervisory	900
FICA Contribution	13,406
IMRF Contribution	18,767
PPO Insurance Contribution	36,585
Dental Insurance Contribution	1,907
Vision Insurance Contribution	333
Life Insurance Contribution	170
Workers Compensation	304
Excess Sick Hour Payout	1,249
RHS Plan Payout	3,197
Membership Dues	2,630
Training	900
Travel Expenses	100
Property & Liability Insurance	15,730
Communication Services	1,600
Administrative Services	6,000
Waste Hauling & Debris Removal	3,410,000
Printing Services	1,000
Miscellaneous Contractual Services	3,000
R&M Software	7,200
R&M Equipment	1,400
Office Supplies	1,000
Other Supplies	850
Uniforms	350
Publications	100
Postage & Parcel	12,000
Miscellaneous Expenses	200
<b>Total Divisional Request</b>	<b>3,719,443</b>

**Public Works & Engineering Department - Department 50**

**Engineering Division - Division 510**

Salaries	329,766
Overtime - Non Supervisory	22,500
FICA Contribution	24,180
IMRF Contribution	34,659
PPO Insurance Contribution	26,228
HMO Insurance Contribution	7,710
Dental Insurance Contribution	1,618
Vision Insurance Contribution	163
Life Insurance Contribution	286
Workers Compensation	1,915
Uniform Allowance	300
Excess Sick Hour Payout	2,499

	<u>Appropriations</u>
RHS Plan Payout	9,152
Membership Dues	1,200
Conferences	500
Training	1,000
Travel Expenses	50
Property & Liability Insurance	17,250
Professional Services	2,500
Communication Services	5,000
Printing Services	750
Licensing/Titles	260
R&M Equipment	2,300
Office Supplies	2,000
Other Supplies	1,000
Uniforms	1,000
Publications	250
Postage & Parcel	150
<b>Total Divisional Request</b>	<b>496,186</b>

**Public Works & Engineering Department - Department 50**

**Geographic Information Systems Division - Division 520**

Training	250
Miscellaneous Contractual Services	256,500
R&M Software	7,500
Office Supplies	100
Other Supplies	100
<b>Total Divisional Request</b>	<b>264,450</b>

**Public Works & Engineering Department - Department 50**

**Street Maintenance Division - Division 530**

Salaries	1,321,707
Temporary Wages	84,872
Overtime - Non Supervisory	162,000
Acting Out of Class & Night Premium	1,500
FICA Contribution	101,599
IMRF Contribution	138,912
PPO Insurance Contribution	204,097
HMO Insurance Contribution	141,476
Dental Insurance Contribution	21,239
Vision Insurance Contribution	2,286
Life Insurance Contribution	1,296
Workers Compensation	143,957
Uniform Allowance	6,320
RHS Plan Payout	164
Membership Dues	1,008
Training	3,250
Travel Expenses	200
Property & Liability Insurance	80,380
Professional Services	250
Communication Services	5,600
Waste Hauling & Debris Removal	45,000
Utility Locate Services	4,000
Printing Services	500

	<u>Appropriations</u>
Licensing/Titles	200
Rentals - Equipment	7,500
Tree Maintenance	500,000
Tree Plantings	240,000
Tow/Storage/Abandoned Fees	250
Miscellaneous Contractual Services	890,020
R&M Equipment	10,500
R&M Street Lights	65,000
Office Supplies	600
Supplies - Safety	3,500
Supplies - Tools & Hardware	3,500
Supplies - Equipment R&M	6,500
Supplies - Streetscape	47,000
Supplies - Street R&M	150,000
Street Light Supplies	3,000
Street Sign Supplies	20,000
Traffic Equipment & Material	8,200
Graffiti Removal Supplies	1,000
Other Supplies	2,500
Ice Control	11,000
Other Supplies	30,875
Uniforms	1,100
Equipment < \$5,000	800
Postage & Parcel	50
Miscellaneous Expenses	300
Equipment	17,500
<b>Total Divisional Request</b>	<b>4,492,508</b>

**Public Works & Engineering Department - Department 50**

**Facilities & Grounds Maintenance Division - Division 535**

Salaries	529,948
Temporary Wages	27,810
Overtime - Non Supervisory	20,000
Acting Out of Class & Night Premium	12,500
FICA Contribution	40,771
IMRF Contribution	55,698
PPO Insurance Contribution	137,299
HMO Insurance Contribution	29,881
Dental Insurance Contribution	9,466
Vision Insurance Contribution	811
Life Insurance Contribution	649
Workers Compensation	57,772
Uniform Allowance	3,000
Training	3,500
Travel Expenses	75
Property & Liability Insurance	21,500
Communication Services	2,700
Printing Services	250
Licensing/Titles	200
Rentals - Equipment	250
Custodial Services	110,000
Miscellaneous Contractual Services	76,000

	<u>Appropriations</u>
R&M Equipment	500
City Hall	289,000
Public Works	35,000
Police	23,000
Fire Station #61	58,000
Fire Station #62	23,900
Fire Station #63	7,000
Library	5,000
EMA	2,000
Civic Center Parking Deck	10,000
Historical Society	7,500
Food Pantry	3,000
Theater	20,000
Other	65,000
Office Supplies	600
Supplies - Safety	2,000
Supplies - Custodial	50,000
Supplies - Tools & Hardware	4,500
Supplies - Equipment R&M	500
City Hall	33,000
Public Works	35,000
Police	10,000
Fire Station #61	2,200
Fire Station #62	2,200
Fire Station #63	2,200
Library	700
EMA	500
Civic Center Parking Deck	500
Historical Society	1,000
Food Pantry	1,000
Theater	3,000
Other	1,000
Electricity	140,000
Other Supplies	1,125
Uniforms	575
Equipment < \$5,000	8,000
Postage & Parcel	50
Miscellaneous Expenses	300
Furniture & Fixtures	7,500
<b>Total Divisional Request</b>	<b><u>1,996,430</u></b>

**Public Works & Engineering Department - Department 50**

**Vehicle Maintenance Division - Division 540**

Salaries	412,060
Temporary Wages	20,188
Overtime - Non Supervisory	15,750
Acting Out of Class & Night Premium	8,500
FICA Contribution	31,548
IMRF Contribution	43,307
PPO Insurance Contribution	69,205
HMO Insurance Contribution	44,638
Dental Insurance Contribution	7,090

	<u>Appropriations</u>
Vision Insurance Contribution	596
Life Insurance Contribution	418
Workers Compensation	18,804
Uniform Allowance	320
RHS Plan Payout	2,402
Membership Dues	30
Training	9,000
Travel Expenses	100
Property & Liability Insurance	20,370
Communication Services	1,600
Waste Hauling & Debris Removal	3,000
Licensing/Titles	2,950
Rentals - Uniforms	9,000
Tow/Storage/Abandoned Fees	1,000
Miscellaneous Contractual Services	7,700
R&M Software	4,995
R&M Equipment	15,000
R&M Vehicles	110,000
Office Supplies	200
Supplies - Safety	1,350
Supplies - Tools & Hardware	5,200
Supplies - Equipment R&M	15,000
Supplies - Vehicle R&M	280,000
Natural Gas	500
Gasoline	215,000
Diesel	100,000
Other Supplies	650
Uniforms	650
Equipment < \$5,000	7,500
Equipment	30,000
	<hr/>
<b>Total Divisional Request</b>	<b>1,515,621</b>
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<b>Total Departmental Request</b>	<b>12,484,638</b>

**Police Department - Department 60**

**Administration Division - Division 100**

Salaries	244,737
Overtime - Non Supervisory	900
Secondary Employment	11,500
FICA Contribution	7,921
IMRF Contribution	33,222
PPO Insurance Contribution	43,346
Dental Insurance Contribution	2,380
Vision Insurance Contribution	209
Life Insurance Contribution	187
Workers Compensation	4,853
Uniform Allowance	875
RHS Plan Payout	8,578
Membership Dues	1,225
Conferences	500
Training	500
Property & Liability Insurance	5,430
Communication Services	2,600

	<u>Appropriations</u>
Office Supplies	200
Other Supplies	200
Postage & Parcel	100
<b>Total Divisional Request</b>	<b>369,463</b>

**Police Department - Department 60**

**Uniformed Patrol Division - Division 610**

Salaries	7,574,793
Overtime - Supervisory	52,200
Overtime - Non Supervisory	310,000
Secondary Employment	27,500
Court Pay	85,000
Acting Out of Class & Night Premium	40,000
FICA Contribution	110,768
Police Pension Contribution	5,656,860
PPO Insurance Contribution	1,098,450
HMO Insurance Contribution	165,784
Dental Insurance Contribution	72,493
Vision Insurance Contribution	6,550
Life Insurance Contribution	5,751
Workers Compensation	206,269
Uniform Allowance	43,025
RHS Plan Payout	78,900
Membership Dues	210
Conferences	500
Training	43,700
Travel Expenses	500
Property & Liability Insurance	115,890
Communication Services	27,900
Printing Services	200
Miscellaneous Contractual Services	2,500
R&M Software	2,000
Office Supplies	2,500
Other Supplies	12,100
Uniforms	12,000
Equipment < \$5,000	1,400
Postage & Parcel	200
<b>Total Divisional Request</b>	<b>15,755,943</b>

**Police Department - Department 60**

**Criminal Investigation Division - Division 620**

Salaries	2,196,374
Overtime - Supervisory	17,500
Overtime - Non Supervisory	162,000
Court Pay	30,000
FICA Contribution	37,924
IMRF Contribution	10,049
Police Pension Contribution	1,649,918
PPO Insurance Contribution	350,405
HMO Insurance Contribution	66,957
Dental Insurance Contribution	24,896
Vision Insurance Contribution	2,747

	<u>Appropriations</u>
Life Insurance Contribution	1,558
Workers Compensation	57,159
Uniform Allowance	10,175
RHS Plan Payout	51,611
Membership Dues	3,600
Training	8,525
Property & Liability Insurance	45,790
Communication Services	18,000
Miscellaneous Contractual Services	23,600
R&M Equipment	250
Office Supplies	2,000
Other Supplies	500
Uniforms	200
Equipment < \$5,000	500
Postage & Parcel	250
<b>Total Divisional Request</b>	<b>4,772,488</b>

**Police Department - Department 60**  
**Support Services Division - Division 630**

Salaries	1,827,514
Temporary Wages	185,400
Overtime - Supervisory	900
Overtime - Non Supervisory	63,000
Secondary Employment	55,000
Court Pay	2,000
Acting Out of Class & Night Premium	3,000
FICA Contribution	80,055
IMRF Contribution	89,995
Police Pension Contribution	549,973
PPO Insurance Contribution	330,490
HMO Insurance Contribution	89,939
Dental Insurance Contribution	25,075
Vision Insurance Contribution	2,464
Life Insurance Contribution	1,714
Workers Compensation	44,149
Uniform Allowance	11,300
RHS Plan Payout	38,743
Membership Dues	10,525
Conferences	500
Training	24,200
Travel Expenses	150
Property & Liability Insurance	42,410
Professional Services	20,000
Communication Services	169,200
Dispatch Services	963,051
Printing Services	7,700
Animal Control	53,000
Tow/Storage/Abandoned Fees	2,500
Miscellaneous Contractual Services	26,550
R&M Software	30,811
R&M Equipment	10,050
R&M Vehicles	2,000

	<u>Appropriations</u>
R&M Police Range	11,500
Office Supplies	11,000
Supplies - Community Relations	10,000
Supplies - Police Range	33,630
Street Sign Supplies	200
Other Supplies	13,800
Uniforms	4,900
Publications	1,100
Equipment < \$5,000	6,000
Postage & Parcel	500
Meals	1,200
Miscellaneous Expenses	1,100
<b>Total Divisional Request</b>	<b>4,858,288</b>
<b>Total Departmental Request</b>	<b>25,756,182</b>

**Fire Department - Department 70**

**Administration Division - Division 100**

Salaries	906,568
FICA Contribution	30,267
IMRF Contribution	14,108
Fire Pension Contribution	367,479
ICMA 401 Pension Contribution	8,013
PPO Insurance Contribution	164,779
Dental Insurance Contribution	9,580
Vision Insurance Contribution	971
Life Insurance Contribution	561
Workers Compensation	80,937
RHS Plan Payout	11,200
Membership Dues	11,649
Conferences	500
Training	1,500
Travel Expenses	150
Property & Liability Insurance	12,350
Professional Services	500
Communication Services	4,200
Miscellaneous Contractual Services	1,240
R&M Vehicles	100
Office Supplies	1,300
Other Supplies	250
Uniforms	2,950
Publications	560
Equipment < \$5,000	500
Postage & Parcel	50
Miscellaneous Expenses	700
<b>Total Divisional Request</b>	<b>1,632,962</b>

**Fire Department - Department 70**

**Emergency Services Division - Division 710**

Salaries	9,377,847
Overtime - Supervisory	175,000
Overtime - Non Supervisory	275,000
Acting Out of Class & Night Premium	30,000



	<u>Appropriations</u>
FICA Contribution	135,977
Fire Pension Contribution	6,761,611
PPO Insurance Contribution	1,544,502
HMO Insurance Contribution	194,339
Dental Insurance Contribution	102,271
Vision Insurance Contribution	8,381
Life Insurance Contribution	7,028
Workers Compensation	979,977
RHS Plan Payout	123,600
Membership Dues	1,085
Training	73,300
In-Service Training	18,300
Travel Expenses	175
Post-Employment Testing	28,500
Property & Liability Insurance	115,060
Professional Services	2,175
Communication Services	18,470
Dispatch Services	786,000
Printing Services	1,150
Licensing/Titles	1,168
Rentals - Equipment	1,200
Miscellaneous Contractual Services	2,500
R&M Software	14,344
R&M Equipment	43,786
R&M Vehicles	100
Office Supplies	2,500
Supplies - Custodial	20,000
Supplies - Equipment R&M	13,000
Supplies - Vehicle R&M	300
Supplies - Building R&M	1,000
Other Supplies	48,550
Uniforms	38,100
Publications	100
Equipment < \$5,000	119,755
Postage & Parcel	1,000
Miscellaneous Expenses	1,000
Equipment	126,925
<b>Total Divisional Request</b>	<b>21,195,076</b>

**Fire Department - Department 70**

**Fire Prevention Division - Division 720**

Salaries	371,959
Overtime - Non Supervisory	16,470
FICA Contribution	7,899
IMRF Contribution	4,247
Fire Pension Contribution	220,487
PPO Insurance Contribution	51,223
Dental Insurance Contribution	3,140
Vision Insurance Contribution	258
Life Insurance Contribution	187
Workers Compensation	30,095
RHS Plan Payout	4,013

	<u>Appropriations</u>
Membership Dues	640
Training	4,000
Property & Liability Insurance	9,730
Communication Services	1,950
Printing Services	350
Licensing/Titles	700
Rentals - Equipment	250
R&M Vehicles	50
Office Supplies	775
Other Supplies	4,850
Uniforms	1,570
Publications	1,800
Equipment < \$5,000	1,000
Miscellaneous Expenses	750
<b>Total Divisional Request</b>	<b><u>738,393</u></b>

**Fire Department - Department 70**

**Emergency Management Agency Division - Division 730**

Temporary Wages	58,710
Membership Dues	65
Training	1,000
Travel Expenses	100
Property & Liability Insurance	13,040
Communication Services	11,800
Printing Services	500
R&M Software	6,500
R&M Equipment	13,300
Office Supplies	600
Supplies - Equipment R&M	225
Other Supplies	1,000
Uniforms	1,000
Equipment < \$5,000	6,000
Postage & Parcel	100
Miscellaneous Expenses	1,250
<b>Total Divisional Request</b>	<b><u>115,190</u></b>
<b>Total Departmental Request</b>	<b><u>23,681,621</u></b>

**Fire & Police Commission Department - Department 75**

Membership Dues	400
Training	500
Travel Expenses	100
Pre-Employment Testing	77,040
Legal Fees - Labor & Employment	4,000
Publication of Notices	1,000
Office Supplies	250
Publications	400
Equipment < \$5,000	600
Postage & Parcel	100
Miscellaneous Expenses	500
<b>Total Departmental Request</b>	<b><u>84,890</u></b>

**Overhead Department - Department 90**

	<u>Appropriations</u>
Membership Dues	50
Communication Services	133,900
Administrative Services	37,500
AMB Fee Processing Services	98,500
Bank & CC Fees	42,500
Leases	4,150
Miscellaneous Contractual Services	6,000
R&M Equipment	1,000
Subsidy - Historical Museum	50,000
Subsidy - City Sponsored Events	50,000
Incentive - Warehouse Direct	60,000
Incentive - Mariano's	197,500
Office Supplies	2,250
Supplies - Equipment R&M	1,600
Equipment < \$5,000	1,000
Postage & Parcel	45,600
Miscellaneous Expenses	25,000
Transfer to Equipment Replacement Fund	500,000
Transfer to IT Replacement Fund	400,000
<b>Total Departmental Request</b>	<b><u>1,656,550</u></b>
<b>Total General Fund</b>	<b><u>72,863,970</u></b>
<b>5% Contingency</b>	<b><u>3,627,772</u></b>
<b>Total General Fund Request</b>	<b><u><u>76,491,742</u></u></b>

**Fund 201 - TIF #1 Downtown Fund**

Property & Liability Insurance	-
Professional Services	-
Legal Fees	-
Improvements	-
Principal	-
Interest Charges	-
Bank/Trust/Agency Fees	-
<b>Total TIF #1 Downtown Fund Request</b>	<b><u>-</u></b>

**Fund 203 - TIF #3 Wille Road Fund**

Property & Liability Insurance	70
Professional Services	400
Miscellaneous Contractual Services	10,000
Subsidy - Economic Development	5,000
Principal	1,530,000
Interest Charges	350,926
Bank/Trust/Agency Fees	1,428
<b>Total TIF #3 Wille Road Fund Request</b>	<b><u>1,897,824</u></b>

**Fund 205 - TIF #5 Perry/Lee Fund**

Professional Services	400
Principal	105,000
Interest Charges	2,626
Bank/Trust/Agency Fees	125
<b>Total TIF #5 Perry/Lee Fund Request</b>	<b><u>108,151</u></b>

Appropriations

**Fund 206 - TIF #6 Mannheim/Higgins Fund**

Property & Liability Insurance	40
Professional Services	3,000
Legal Fees	5,000
Subsidy - Economic Development	3,000
Postage & Parcel	52
Principal	1,440,000
Interest Charges	30,150
Bank/Trust/Agency Fees	1,115
<b>Total TIF #6 Mannheim/Higgins Fund Request</b>	<b>1,482,357</b>

**Fund 207 - TIF #7 Mannheim/Higgins South Fund**

Property & Liability Insurance	260
Professional Services	3,000
Legal Fees	25,000
Subsidy - Economic Development	13,000
<b>Total TIF #7 Mannheim/Higgins South Fund Request</b>	<b>41,260</b>

**Fund 208 - TIF #8 Oakton Fund**

Professional Services	175,000
Subsidy - Economic Development	43,000
Improvements	11,500
<b>Total TIF #8 Oakton Fund Request</b>	<b>229,500</b>

**Fund 230 - Motor Fuel Tax Fund**

Professional Services	40,000
Sidewalk Improvements	250,000
Street Crack Filling	100,000
Street Pavement Markings	65,000
R&M Traffic Signals	44,000
Electricity	255,000
Ice Control	400,000
Improvements	2,900,000
<b>Total Motor Fuel Tax Fund Request</b>	<b>4,054,000</b>

**Fund 240 - CDBG Fund**

Salaries	50,031
FICA Contribution	4,726
IMRF Contribution	6,586
Life Insurance Contribution	36
Workers Compensation	78
Subsidy - Emergency Shelter for Homeless Youth	5,000
Subsidy - Shared Housing & Homeless Prevention	8,700
Subsidy - Senior Housing and Supportive Services	10,700
Subsidy - Residential Rehab	217,257
Subsidy - Housing Counseling	14,900
Subsidy - Transitional Housing	6,700
CDBG Care Act Program	180,767
<b>Total CDBG Fund Request</b>	<b>505,481</b>

**Fund 250 - Grant Projects Fund**

	<u>Appropriations</u>
Overtime - Non Supervisory	48,600
Professional Services	557,006
Legal Fees	35,000
Land	8,471,349
Improvements	6,284,042
<b>Total Grant Projects Fund Request</b>	<b>15,395,997</b>

**Fund 270 - Gaming Tax Fund**

Cont Obligation - State Payments	10,000,000
Cont Obligation - Municipalities	4,640,000
Transfer to General Fund	120,000
Transfer to Capital Projects Fund	1,500,000
Transfer to Other Funds	6,380,000
<b>Total Gaming Tax Fund Request</b>	<b>22,640,000</b>

**Fund 300 - Debt Service Fund**

Principal	-
Interest Charges	-
Bank/Trust/Agency Fees	-
<b>Total Debt Service Fund Request</b>	<b>-</b>

**Fund 400 - Capital Projects Fund**

Salaries	381,695
Temporary Wages	23,405
Overtime - Non Supervisory	9,000
FICA Contribution	29,940
IMRF Contribution	40,115
PPO Insurance Contribution	25,529
HMO Insurance Contribution	29,881
Dental Insurance Contribution	3,543
Vision Insurance Contribution	301
Life Insurance Contribution	264
Workers Compensation	2,156
Uniform Allowance	200
RHS Plan Payout	9,308
Conferences	500
Training	1,000
Travel Expenses	100
Property & Liability Insurance	29,640
Professional Services	250,000
Legal Fees	1,000
Communication Services	3,600
Administrative Services	2,000
Records Preservation	5,000
Printing Services	200
Licensing/Titles	200
Leases	1,545
R&M Software	8,000
R&M Equipment	1,100
R&M Buildings & Structures	20,000
Street Sign Supplies	625
Postage & Parcel	3,000

	<u>Appropriations</u>
Improvements	4,500,000
Transfer to General Fund	25,000
Transfer to Grant Projects Fund	1,699,276
5% Contingency	355,356
<b>Total Capital Projects Fund Request</b>	<b>7,462,479</b>

**Fund 410 - Equipment Replacement Fund**

Equipment	4,500
Vehicles	52,000
Equipment	26,260
Vehicles	35,000
Vehicles	1,025,000
5% Contingency	57,138
<b>Total Equipment Replacement Fund Request</b>	<b>1,199,898</b>

**Fund 420 - IT Replacement Fund**

Leases	87,651
Computer Software	47,864
Computer Hardware	203,800
5% Contingency	16,646
<b>Total IT Replacement Fund Request</b>	<b>355,961</b>

**Fund 430 - Facilities Replacement Fund**

Professional Services	1,060,000
City Hall	1,405,000
Public Works	150,000
Police	75,000
Fire Station #61	492,414
Fire Station #63	27,940
Theater	750,000
Theater	750,000
Improvements	8,000,000
5% Contingency	635,518
<b>Total Facilities Replacement Fund Request</b>	<b>13,345,872</b>

**Fund 500 - Water/Sewer Fund**

**Engineering Division - Division 510**

Salaries	180,306
Overtime - Non Supervisory	6,300
FICA Contribution	12,731
IMRF Contribution	18,950
PPO Insurance Contribution	9,159
HMO Insurance Contribution	7,710
Dental Insurance Contribution	808
Vision Insurance Contribution	83
Life Insurance Contribution	132
Workers Compensation	1,047
Uniform Allowance	100
Membership Dues	570
Training	1,625
Travel Expenses	100
Property & Liability Insurance	2,280

	<u>Appropriations</u>
Professional Services	1,500
Communication Services	1,100
Printing Services	100
Licensing/Titles	65
Office Supplies	250
Other Supplies	500
Publications	200
Postage & Parcel	50
<b>Total Divisional Request</b>	<b>245,666</b>

**Fund 500 - Water/Sewer Fund**

**Water Systems Division - Division 550**

Salaries	1,785,719
Temporary Wages	50,264
Overtime - Non Supervisory	185,000
Acting Out of Class & Night Premium	40,000
FICA Contribution	137,013
IMRF Contribution	187,677
PPO Insurance Contribution	284,638
HMO Insurance Contribution	134,577
Dental Insurance Contribution	24,460
Vision Insurance Contribution	2,296
Life Insurance Contribution	1,798
Workers Compensation	77,809
Uniform Allowance	8,580
Excess Sick Hour Payout	1,249
RHS Plan Payout	10,391
Membership Dues	700
Training	3,750
Travel Expenses	50
Property & Liability Insurance	66,320
Communication Services	31,440
Waste Hauling & Debris Removal	90,000
Utility Locate Services	4,000
Printing Services	1,700
Licensing/Titles	600
Rentals - Equipment	250
Leases	850
Water Sample Testing	18,000
Miscellaneous Contractual Services	530,000
R&M Software	23,500
R&M Equipment	13,900
R&M Vehicles	4,000
Public Works	35,440
R&M Water Distribution System	30,000
Office Supplies	500
Supplies - Safety	10,000
Supplies - Tools & Hardware	4,500
Supplies - Equipment R&M	6,500
Supplies - Vehicle R&M	20,000
Supplies - Building R&M	1,500
Supplies - Streetscape	3,000

	<u>Appropriations</u>
Other Supplies	500
Water Meters	550,000
Other	165,000
Wholesale Water - Chicago	2,450,000
Wholesale Water - NWWC	3,500,000
Gasoline	40,000
Diesel	10,000
Electricity	135,000
Water Treatment Chemicals	8,000
Other Supplies	250
Uniforms	1,100
Equipment < \$5,000	10,600
Postage & Parcel	500
Miscellaneous Expenses	200
<b>Total Divisional Request</b>	<b>10,703,121</b>

**Fund 500 - Water/Sewer Fund**  
**Sewer Systems Division - Division 560**

Salaries	776,558
Temporary Wages	13,390
Overtime - Non Supervisory	46,800
Acting Out of Class & Night Premium	1,000
FICA Contribution	59,720
IMRF Contribution	81,616
PPO Insurance Contribution	150,934
HMO Insurance Contribution	66,957
Dental Insurance Contribution	13,391
Vision Insurance Contribution	1,084
Life Insurance Contribution	858
Workers Compensation	87,405
Uniform Allowance	4,080
RHS Plan Payout	7,709
Membership Dues	245
Training	2,375
Travel Expenses	50
Property & Liability Insurance	25,740
Communication Services	10,000
Waste Hauling & Debris Removal	10,000
Utility Locate Services	4,000
Printing Services	500
Licensing/Titles	300
Rentals - Equipment	250
Miscellaneous Contractual Services	78,000
R&M Software	2,850
R&M Equipment	2,000
R&M Vehicles	4,000
R&M Sewer System	50,000
Subsidy - Sewer Lateral Program	60,000
Subsidy - Flood Assistance	100,000
Office Supplies	250
Supplies - Safety	4,600
Supplies - Tools & Hardware	1,500



	<u>Appropriations</u>
Supplies - Equipment R&M	5,500
Supplies - Vehicle R&M	14,000
Supplies - Streetscape	250
Supplies - Sewer System Maintenance	50,000
Gasoline	15,000
Diesel	9,000
Electricity	30,000
Other Supplies	300
Uniforms	600
Publications	100
Equipment < \$5,000	6,500
Postage & Parcel	750
Miscellaneous Expenses	350
Equipment	94,800
<b>Total Divisional Request</b>	<b>1,895,312</b>

**Fund 500 - Water/Sewer Fund**  
**Equipment Replacement Division - Division 570**

Equipment	13,000
Vehicles	126,000
<b>Total Divisional Request</b>	<b>139,000</b>

**Fund 500 - Water/Sewer Fund**  
**CIP Water/Sewer - Division 580**

Professional Services	810,000
Improvements	7,075,000
Transfer to General Fund	500,000
<b>Total Divisional Request</b>	<b>8,385,000</b>

**Fund 500 - Water/Sewer Fund**  
**Finance Department - Department 30**

Salaries	260,985
Temporary Wages	11,845
Overtime - Non Supervisory	2,430
FICA Contribution	19,999
IMRF Contribution	27,478
PPO Insurance Contribution	57,920
HMO Insurance Contribution	7,562
Dental Insurance Contribution	3,442
Vision Insurance Contribution	400
Life Insurance Contribution	363
Workers Compensation	445
Training	500
Property & Liability Insurance	1,940
Professional Services	14,500
Communication Services	900
Administrative Services	14,000
Printing Services	1,500
Bank & CC Fees	105,000
Office Supplies	1,000
Equipment < \$5,000	500
Postage & Parcel	35,600

	<u>Appropriations</u>
<b>Total Departmental Request</b>	<b>568,309</b>
<b>Total Water Fund</b>	<b>21,936,408</b>
<b>5% Contingency</b>	<b>1,096,820</b>
<b>Total Water Fund Request</b>	<b>23,033,228</b>

**Fund 510 - City Owned Parking Fund**

Property & Liability Insurance	2,650
Communication Services	12,500
Administrative Services	2,300
Bank & CC Fees	5,100
Custodial Services	15,500
Miscellaneous Contractual Services	5,050
R&M Equipment	750
R&M Buildings & Structures	200,000
R&M Parking Lots	47,000
Supplies - Tools & Hardware	100
Supplies - Equipment R&M	250
Supplies - Parking Lots	6,000
Electricity	75,000
<b>Total City Owned Parking Fund Request</b>	<b>372,200</b>

**Fund 520 - Metra Leased Parking Fund**

Property & Liability Insurance	410
Communication Services	600
Administrative Services	5,000
Bank & CC Fees	18,700
Miscellaneous Contractual Services	3,360
R&M Equipment	500
R&M Parking Lots	15,500
Supplies - Parking Lots	2,000
Electricity	12,000
Land Lease	42,000
Transfer to General Fund	10,000
Transfer to Water/Sewer Fund	10,000
<b>Total Metra Leased Parking Fund Request</b>	<b>120,070</b>

**Fund 600 - Risk Management Fund**

Salaries	25,857
FICA Contribution	1,978
IMRF Contribution	2,718
Workers Compensation	44
Membership Dues	1,067
Training	20,000
Travel Expenses	500
Pre-Employment Testing	1,500
Post-Employment Testing	12,000
MICA Premium	2,385,025
MICA Deductible	50,000
Excess Insurance	15,810
Workers' Comp Expense	25,000

	<u>Appropriations</u>
Claims Administration Fee	2,500
Self Insured P&L Expense	75,000
Professional Services	52,500
Legal Fees	35,000
Miscellaneous Contractual Services	5,000
Miscellaneous Expenses	30,000
<b>Total Risk Management Fund Request</b>	<b>2,741,499</b>

**Fund 610 - Health Benefits Fund**

PPO Insurance Premiums	5,885,342
PPO Insurance Premiums - Retiree	825,038
HMO Insurance Premiums	1,263,993
HMO Insurance Premiums - Retiree	237,556
Dental Insurance Premiums	439,710
Dental Insurance Premiums - Retiree	128,314
Vision Insurance Premiums	44,770
Vision Insurance Premiums - Retiree	2,475
Life Insurance Premiums	177,070
Early Retirement Incentive	571,771
Professional Services	22,500
Miscellaneous Contractual Services	37,500
Subsidy - Transfer to PSEBA	215,541
<b>Total Health Benefits Fund Request</b>	<b>9,851,580</b>

**Fund 900 - Library Fund**

Salaries	3,313,524
Unemployment Compensation	15,000
FICA Contribution	240,329
IMRF Contribution	290,885
Life Insurance Contribution	1,886
PPO Insurance Contribution	410,610
HMO Insurance Contribution	208,034
Dental Insurance Contribution	20,000
Workers Compensation	14,000
Legal Fees	30,000
Professional Services	464,296
Communication Services	19,100
Integrated Library System	88,010
Conferences	5,000
Training	750
Marketing	51,000
Membership Dues	6,400
Property/Liability Insurance	57,000
R&M Equipment	58,635
R&M Buildings/Structures	131,325
R&M Vehicles	1,500
Equipment Rental	25,600
Custodial Services	73,175
Waste Hauling Debris & Removal	7,000
Pre-Employment Physicals	3,000
Bank/CC Fees	300
Mileage	500

	<u>Appropriations</u>
Special Events	51,500
Misc. Contractual Services	101,025
Office Supplies	41,000
Meals	1,500
Other Supplies	66,100
Custodial Supplies	18,600
Postage & Parcel	6,000
Water Purchase	10,000
eBooks/Books	368,000
eAudio/Audio	80,000
eSubscriptions/Subscriptions	68,430
Visual Materials	167,000
Databases	185,000
Natural Gas	22,000
Gasoline	300
Equipment < \$10,000	5,900
Equipment	6,310
Computer Hardware	6,800
Computer Software	44,495
Furniture & Fixtures	2,700
Transfer to Capital Project Fund	500,000
Contingency Reserve	60,000
Library Per Capita Grant	73,000
<b>Total Library Fund Budget</b>	<b>7,422,519</b>

**Fund 905 - Library Capital Projects Fund**

Professional Services	40,000
Improvements	36,500
Equipment	157,420
Computer Hardware	30,900
Computer Software	11,000
Furniture & Fixtures	4,160
<b>Total Library Capital Projects Fund Budget</b>	<b>279,980</b>

	<u>Appropriations</u>
<b><u>RECAPITULATION OF APPROPRIATIONS BY FUND</u></b>	
GENERAL FUND	76,491,742
TIF FUND #1/DOWNTOWN	-
TIF FUND #3/W. WILLE RD	1,897,824
TIF FUND #5/LEE/PERRY	108,151
TIF FUND #6/MANNHEIM/HIGGINS	1,482,357
TIF FUND #7/MANNHEIM/HIGGINS SOUTH	41,260
TIF FUND #8/OAKTON	229,500
MOTOR FUEL TAX FUND	4,054,000
CDBG	505,481
GRANT FUNDED PROJECTS FUND	15,395,997
GAMING TAX FUND	22,640,000
DEBT SERVICE FUND	-
CAPITAL PROJECTS FUND	7,462,479
EQUIPMENT REPLACEMENT FUND	1,199,898
IT REPLACEMENT FUND	355,961
FACILITIES REPLACEMENT FUND	13,345,872
WATER/SEWER FUND	23,033,228
CITY-OWNED PARKING LOTS	372,200
METRA-LEASED PARKING LOTS	120,070
RISK MANAGEMENT	2,741,499
HEALTH BENEFITS	9,851,580
POLICE PENSION FUND	7,856,751
FIRE PENSION FUND	7,349,577
LIBRARY FUND	7,422,519
LIBRARY CAPITAL PROJECTS	279,980
<b>TOTAL APPROPRIATION</b>	<b><u>204,237,926</u></b>

**SECTION 2:** It is hereby provided that any funds remaining on hand shall be construed with and classified with the miscellaneous revenue anticipated during the coming year and covered by the appropriation from such miscellaneous revenue.

**SECTION 3:** That this Appropriation Ordinance is adopted pursuant to procedures set forth in the Illinois Municipal Code.

**SECTION 4:** That the City Clerk be and hereby is authorized and directed to publish this Ordinance in pamphlet form, and this Ordinance shall be in full force and effect upon its adoption, approval, and publication as provided by law.

**SECTION 5:** That if any section, subdivision, or sentence of this Ordinance shall for any reason be held invalid or unconstitutional, such decision shall not affect the validity of the remaining portion and provisions of this Ordinance.

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

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

**VOTE:** Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

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

**ATTEST:**

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

Published in pamphlet form this  
\_\_\_ day of \_\_\_\_\_, 2021.

Approved as to form:

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

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

DP-Appropriation Ordinance - 2021

{00118910.1}


**COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT**

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

**MEMORANDUM**

Date: February 4, 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 *DK*

Subject: The Program Year 2019 City of Des Plaines CARES Act Amendment CV3 to incorporate the receipt of Coronavirus third round funds– Public Hearing and Adoption

**Issue:** *The Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, makes \$5 billion available in supplemental Community Development Block Grant (CDBG) funding from the Department of Housing and Urban Development (HUD) to prevent, prepare for, and respond to the Covid-19 pandemic (CDBG-CV grant). The City will receive \$376,164 for this third round of the CARES Act (CDBG-CV3) funding. The City's cumulative amount for all allocation rounds is \$556,931.*

**Analysis:** On July 1, 2020 the City of Des Plaines (City) amended its 2015-2019 Consolidated Plan and PY2019 Annual Action Plan to incorporate the receipt of CDBG-CV1 Grant funds (\$180,767) and also amended its CDBG Citizen Participation Plan to allow for the expedited amendment process.

Pursuant to and in accordance with the expedited amendment process approved by HUD, the City is required to substantially amend its 2015-2019 Consolidated Plan and PY2019 Annual Action Plan to incorporate the receipt of third round of the CDBG-CV3 (collectively, the PY2019 City of Des Plaines CARES Act Amendment CV3). The PY2019 City of Des Plaines CARES Act Amendment CV3 will serve as the City's budget and formal application for the CDBG-CV3 funds. The City intended to utilize its CDBG-CV3 funds for public service and economic development initiatives.

After carefully reviewing the CARES Act guidelines and speaking with HUD, Cook County, and other local entitlement communities, the following eligible activities/projects to be funded have been identified:

- Public Service Financial Assistance: Rent/mortgage and/or utility subsistence payments for low- and moderate-income households that have been negatively impacted by outbreak of the Covid-19 pandemic.
- Economic Development/Small Business Financial Assistance (twenty or fewer employees) that have been negatively impacted by outbreak of the Covid-19 pandemic.

Like all other CDBG funding grants, these funds will be distributed via reimbursement to sub-recipients after all documentation has been submitted and approved.

Based on the guidance from HUD, staff contacted local sub-recipients that have partnered with the City in the past to identify activities for the use of these funds. The PY2019 City of Des Plaines CARES Act CV3 Amendment outlines the Public Services Project and Economic Development Small Businesses Assistance Project with the above identified (but not limited to) activities the sub-recipients believe they can manage.

Although HUD guidance on the use of these funds states the process should be expedited, a public hearing and City Council action is still required. In order to address issues raised by the Covid-19 pandemic, HUD has authorized certain modifications to the usually required procedures for substantial amendments which include a shorter public comment period of a minimum of five days and the holding of virtual public hearing.

This public hearing will conclude the required minimum public comment period as required by HUD. The five-day public comment period for the PY2019 City of Des Plaines CARES Act Amendment CV3 began February 10, 2021, following a legal notice published in the *Journal and Topics* newspaper on January 27, 2021. Complete copies of the draft the PY2019 City of Des Plaines CARES Act Amendment CV3 are available during the public comment period at: [desplaines.org/cdbg](https://desplaines.org/cdbg), by contacting the CDBG Administrator at [dkirincic@desplaines.org](mailto:dkirincic@desplaines.org), or by telephone at (847) 391-5381. Any comments, questions, or concerns received during the public period will be submitted to HUD with the adopted the PY2019 City of Des Plaines CARES Act Amendment CV3.

**Recommendation:** I recommend the City Council approve Resolution R-43-21 adopting the PY2019 City of Des Plaines CARES Act Amendment CV3.

**Attachments:**

Attachment 1: Legal Notice

Attachment 2: Resolution R-43-21

**Exhibits:**

Exhibit A: PY2019 City of Des Plaines CARES Act Amendment CV3



## CITY OF DES PLAINES, ILLINOIS

### **SUBSTANTIAL AMENDMENT TO THE CONSOLIDATED PLAN 2015-2019 AND PROGRAM YEAR (PY) 2019 ANNUAL ACTION PLAN, REGARDING HUD COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) TO INCORPORATE THE RECEIPT OF THIRD ROUND CORONAVIRUS RESPONSE FUNDS (CDBG-CV3)**

#### **PUBLIC NOTICE**

The Coronavirus Aid, Relief and Economic Security Act (CARES Act), Public Law 116-136, makes available \$5 billion in supplemental CDBG funding from the Department of Housing and Urban Development (HUD) to prevent, prepare for, and respond to coronavirus (CDBG-CV grants). Of this amount, the Department immediately allocated \$2 billion on March 27, 2020, which constituted the first round of CDBG-CV funds. Next, \$1 billion was required by the Act to be allocated to States and insular areas within 45 days of enactment of the Act; HUD accomplished this on May 11, 2020, and this constituted the second round of CDBG-CV funds (CDBG-CV2). Finally, the remaining \$2 billion in CDBG-CV funds was required by the Act to be allocated to states and local governments at the discretion of the Secretary on a rolling basis; HUD accomplished this on September 11, 2020, and this constituted the third round of CDBG-CV funds (CDBG-CV3).

The City of Des Plaines (City) was allocated \$376,164 for this third round. The City's cumulative amount for all allocation rounds is \$556,931. On July 1, 2020, the City of Des Plaines (City) amended its 2015-2019 Consolidated Plan and PY2019 Annual Action Plan to incorporate the receipt of CDBG-CV1 Grant funds and also amended its CDBG Citizen Participation Plan to allow for the expedited amendment process.

According to and following the expedited amendment process approved by HUD, the City will amend for a second time its 2015-2019 Consolidated Plan and PY2019 Annual Action Plan to incorporate the receipt of a third round of the Coronavirus Response Funds (CDBG-CV3). The Substantial Amendment will serve as the City's budget and formal application for the CDBG-CV3 Grant. The City intended to utilize its CDBG-CV3 funds for public service and economic development initiatives.

Complete copies of the draft Substantial Amendment will be available during the public comment period at [desplaines.org/cdbg](https://desplaines.org/cdbg) or by contacting the CDBG Administrator at [dkirincic@desplaines.org](mailto:dkirincic@desplaines.org) or at (847) 391-5381. Citizens are invited and encouraged to submit comments on the Substantial Amendments during the five-day public comment period beginning Wednesday, February 10, 2021, and ending Tuesday, February 16, 2021. Written comments may be submitted via email at [dkirincic@desplaines.org](mailto:dkirincic@desplaines.org) or by mail to:

Des Plaines Civic Center  
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 submitted to HUD. A summary of all comments received will be included in the final plan submitted to HUD.

### **PUBLIC HEARING**

A public hearing on the proposed Substantial Amendment is currently scheduled to take place on Tuesday, February 16, 2021, at 7:00 p.m. at the Des Plaines Civic Center Room 102, 1420 Miner Street, Des Plaines, Illinois. However, due to the ongoing Covid-19 emergency, and the possibility that an Executive Order of the Governor, an Emergency Order of the Mayor, or other government order or law may prohibit or make it more difficult for the public hearing to be held at the City Hall, the City Council may hold the entire public hearing by audio or video conference. If the public hearing will be held by audio or video conference, notice and instructions for participating in the public hearing remotely will be posted on the City's website – [www.desplaines.org](http://www.desplaines.org) - by *Saturday, February 13, 2021*, and will be included on the agenda that will be posted prior to the meeting.

If the public hearing is conducted by audio or video conference, verbal, live commenting will be available, but for technical reasons, written comments are strongly preferred. Written comments and testimony can be emailed to [PublicComments@desplaines.org](mailto:PublicComments@desplaines.org) or mailed to the CDBG Administrator at the address above prior to the meeting. Please limit written testimony to 500 words. If requested, written comments received prior to the meeting will be read aloud by staff during the hearing.

The City encourages all interested persons, groups, and organizations to make comments at this hearing. Persons seeking additional information concerning the application, accessing the meeting, or requesting alternative means to provide testimony or public comment are directed to email those inquiries to [PublicComments@desplaines.org](mailto:PublicComments@desplaines.org). 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.

**CITY OF DES PLAINES**

**RESOLUTION R - 43 - 21**

**A RESOLUTION APPROVING AND ADOPTING THE PROGRAM YEAR 2019 CITY OF DES PLAINES CARES ACT AMENDMENT CV3 INCLUDING SUBSTANTIAL AMENDMENTS TO THE CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM 2015-2019 CONSOLIDATED PLAN AND PROGRAM YEAR 2019 ANNUAL ACTION PLAN.**

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**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 authorized by Article VII, Section 6 of the Illinois Constitution to exercise any power or perform any function pertaining to its government and affairs; and

**WHEREAS**, the City is a designated entitlement community under the Community Development Block ("**CDBG**") program administered by the United States Department of Housing and Urban Development ("**HUD**"); and

**WHEREAS**, in accordance with Title 24, Subtitle A, Part 91, of the Code of Federal Regulations, the City must obtain HUD approval of a "**Consolidated Plan**" every five years and an "**Action Plan**" every year prior to the disbursement of CDBG funds to the City by HUD; and

**WHEREAS**, on July 23, 2015, the City Council approved Resolution R-138-15, approving the City's Consolidated Plan for program years 2015-2019 ("**2015-2019 Consolidated Plan**"); and

**WHEREAS**, on July 15, 2019, the City Council approved Resolution R-124-19, approving the City's 2019 Annual Action Plan ("**2019 Action Plan**"); and

**WHEREAS**, the Coronavirus Aid, Relief and Economic Security Act ("**CARES Act**"), Public Law 116-136, makes available \$5 billion in supplemental Community Development Block Grant funding from HUD to prevent, prepare for, and respond to the COVID-19 pandemic ("**CDBG-CV Grant Funds**"); and

**WHEREAS**, the City expects to receive funds in amount of \$376,164 in the third round allocation of the CDBG-CV Grant Funds ("**CDBG-CV3**"); and

**WHEREAS**, the City's has been granted the cumulative amount of \$556,931 for all three allocation rounds of CDBG-CV Grant Funds; and

**WHEREAS**, in order to be eligible to receive the CDBG-CV3 Grant Funds, the City desires to substantially amend the 2015-2019 Consolidated Plan and the City's 2019 Action Plan, all as further described in **Exhibit A** attached to and, by this reference, made a part of this Resolution (collectively, "**Program Year 2019 City of Des Plaines CARES Act Amendment CV3**"); and

**WHEREAS**, in accordance with the Citizen Participation Plan, as amended, and HUD regulations: (i) the City published notice of the Program Year 2019 City of Des Plaines CARES Act Amendment CV3 in the *Journal* on Wednesday, February 10, 2021; (ii) the City Council held a public hearing on the Program Year 2019 City of Des Plaines CARES Act Amendment CV3 on Tuesday, February 16, 2021; and (iii) the City accepted public comment on the Program Year 2019 City of Des Plaines CARES Act Amendment CV3 during a public comment period commencing on Wednesday, February 10, 2021 and ending on Tuesday, February 16, 2021; and

**WHEREAS**, the City Council has determined that it is in the best interests of the City and the public to approve the Program Year 2019 City of Des Plaines CARES Act Amendment CV3 as set forth in this Resolution;

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

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

**SECTION 2: APPROVAL AND ADOPTION OF PROGRAM YEAR 2019 CITY OF DES PLAINES CARES ACT AMENDMENT CV3.** The City Council approves and adopts the Program Year 2019 City of Des Plaines CARES Act Amendment Cv3 in accordance with **Exhibit A** attached to this Resolution.

**SECTION 3: IMPLEMENTATION OF PROGRAM YEAR 2019 CITY OF DES PLAINES CARES ACT AMENDMENT CV3.** The City Council authorizes the City Manager or his designees to take all actions and to execute all documents approved by the General Counsel necessary to implement the Program Year 2019 City of Des Plaines CARES Act Amendment CV3.

**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 Substantial Amendment to 2015-2019 Consolidated Plan – 2019 Action Plan – COVID 19

## **THE PROGRAM YEAR 2019 CITY OF DES PLAINES CARES ACT AMENDMENT CV3**

### **Executive Summary**

*The Coronavirus Aid, Relief, and Economic Security Act (CARES Act)* (Public Law 116-136) enacted on March 27, 2020, provides \$5 billion in supplemental *Community Development Block Grant (CDBG)* funding for grants to prevent, prepare for, and respond to the Covid-19 pandemic (CDBG-CV grants). The City expects to receive \$376,164 for this third round of the CARES Act (CDBG-CV3) funding.. The City's cumulative amount for all allocation rounds is \$556,931.

On July 1, 2020, the City of Des Plaines (City) amended its 2015-2019 Consolidated Plan, PY2019 Annual Action Plan to incorporate the receipt of CDBG-CV1 Grant funds (\$180,767) and also amended its CDBG Citizen Participation Plan to allow for the expedited amendment process.

Pursuant to and in accordance with the expedited amendment process approved by HUD, the City will substantially amend for second time its 2015-2019 Consolidated Plan and PY2019 Annual Action Plan to incorporate the receipt of third round of the CDBG-CV3 (collectively, the PY2019 City of Des Plaines CARES Act Amendment CV3). The PY2019 City of Des Plaines CARES Act Amendment CV3 will serve as the City's budget and formal application for the CDBG-CV3 funds. The City intended to utilize its CDBG-CV3 funds for public service and economic development initiatives.

After carefully reviewing the CARES Act guidelines and speaking with HUD, Cook County, and other local entitlement communities, the following eligible activities to be funded have been identified:

- Public Service Financial Assistance: Rent/mortgage and/or utility subsistence payments for low- and moderate-income households that have been negatively impacted by outbreak of the Covid-19 pandemic.
- Economic Development/Small Business Financial Assistance (twenty or fewer employees) that have been negatively impacted by outbreak of the Covid-19 pandemic.

Based on this guidance from HUD, staff contacted local sub-recipients that have partnered with the City in the past to identify activities for the use of these funds. Like all other CDBG funding grants, these funds will be distributed via reimbursement to sub-recipients after all documentation has been submitted and approved. The PY2019 City of Des Plaines CARES Act Amendment CV3 outlines the Public Services Project, and Economic Development Small Business Project with the above-identified (but not limited to) activities the sub-recipients believe they can manage.

Staff is proposing a substantial amendment to the 2015-19 Consolidated Plan and PY2019 Annual Action Plan to show the above changes.

In order to utilize these funds, the City Council approved the PY2019 City of Des Plaines CARES Act Amendment CV3 to reflect the increase in funding. Although HUD guidance on the use of these funds

states the process should be expedited, a public hearing and City Council action was still required. In order to address issues raised by the Covid-19 pandemic, HUD has authorized certain modifications to the typically required procedures for substantial amendments which include a shorter public comment period of a minimum of five days and the holding of a virtual public hearing.

The above-mentioned changes to the adopted 2015-2019 Consolidated Plan and PY2019 Annual Action are described below and shown in Appendix A (deletions and additions double underlined).

### **Substantial Amendment to the Des Plaines 2015-2019 Consolidated Plan**

#### PR-15 Citizen Participation

Page 17 of the 2015-2019 Consolidated Plan

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

Add citizen participation process information for the CDBG-CV grant funding including CDBG-CV1 and CDBG-CV3)

#### SP-35 Anticipated Resources

Page 88 of the 2015-2019 Consolidated Plan, Table 48 – Anticipated Resources

Add CDBG-CV3 for CDBG CARES Act funding in the amount of \$376, 164. (including additional \$100,000 for Public Services and \$276,164 for Economic Development Small Business

#### SP-45 Goals Summary-91.215 (a) (4),

Goals and Summary Information

Page 93 of the PY2015-2019 Consolidated Plan, Table 51-Goals Summary

Add the additional supplemental CDBG funding from the HUD to prevent, prepare for, and respond to coronavirus (CDBG-CV3 grant) in the amount of \$376,164

Page 94 of the PY2015-2019 Consolidated Plan, Goals Descriptions

Add a new Goals Outcome Indicator for the Business Assisted to Prevent, prepare for, and respond to coronavirus (CDBG-CV grants)

### **Substantial Amendment to the Des Plaines PY2019 Annual Action Plan**

#### AP-12 Participation

Page 15 of the PY2019 Action Plan

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

Add citizen participation process information for the CDBG-CV3 grant funding

#### AP-15 Expected Resources -91.220© (1,2)

Page 17 of the PY2019 Annual Action Plan, Table 5 – Anticipated Resources

Add CDBG-CV3 for CDBG CARES Act funding in the amount of \$376, 164

AP-20 Annual Goals and Objectives

Goals and Summary Information

Page 19 of the PY2019 Action Plan, Table 6 – Goals Summary

Add a new Goals Outcome Indicator for the Business Assisted to Prevent, prepare for, and respond to coronavirus (CDBG-CV grants)

AP-35 Project-91.220 (d)

Projects/Programs

Page 21 of the PY2019 Annual Action Plan, Table 7 – Project Information

Correct amount of the Public Services Project to be total amount of \$280,767

Add Project CV-Economic Development Small Business in amount of \$276,164

AP-38 Project Summary

Page 30 of the 2019 Annual Action Plan, Table 8 – Planned Programs and Projects

Add additional amount of \$100,000 for the CDBG-CV Public Services Project to be total amount of \$280,767 with a description of the possible eligible activities

Add item CDBG-CV Economic Development Small Business in the amount of \$267,164 with a description of the possible eligible activities

**DRAFT**



**Appendix A**

**DRAFT**

## **PR-15 Citizen Participation**

### **1. 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 was revised and strengthened in the buildup to this Consolidated Planning process. It outlines the procedures the City will follow to solicit public participation in CDBG planning. A copy of this Citizen Participation Plan is included in the appendix.

153 individual responses were recorded by our online survey that was conducted from April 9 to May 9 2015. The survey measured public opinion on which populations the City's CDBG funds should serve and via which type of activities and services. The opportunity to participate in this survey was broadcast via the City website, and local and regional newspapers. A summary of these responses can be found in the appendix.

This Plan was published in draft form and made available to the public via the City website ([www.desplaines.org](http://www.desplaines.org)) and in hard copy at the City Clerk and City Library. Comments on this draft have been assessed by City staff and incorporated into this final document.

On July 1, 2020, the City of Des Plaines (City) amended its 2015-2019 Consolidated Plan, PY2019 Annual Action Plan to incorporate the receipt of CDBG-CV1 Grant funds (\$180,767) and also amended its CDBG Citizen Participation Plan to allow for the expedited amendment process.

Pursuant to and in accordance with the expedited amendment process approved by HUD, the City will substantially amend for second time its 2015-2019 Consolidated Plan and PY2019 Annual Action Plan to incorporate the receipt of third round of the CDBG-CV3 (collectively, the PY2019 City of Des Plaines CARES Act Amendment CV3).

**DRAFT**

## SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

### Introduction

The City of Des Plaines expects to receive \$276,523 in CDBG Program Year 2015 funds. The City expects to receive a similar allocation for each following program year.

### Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Federal, HUD	Housing, Public Infrastructure, Public Facilities, Public Services, Planning and Admin	\$276,523	-	Approx \$263,606 Plus \$107,657 Revolving Loan	\$647,786	\$1,746,263	Assuming annual allocation remains similar, 5 years x \$275,000 + prior year resources = Expected Remainder
CDBG-CV1	Federal, HUD	CARES Act CDBG-CV grant funds/Prevent, prepare for and respond to the Covid-19 pandemic	\$180,767					
<u>CDBG-CV3</u>	<u>Federal, HUD</u>	<u>CARES Act CDBG-CV3 grant funds/ Prevent, prepare for and respond to the Covid-19 pandemic</u>	<u>\$376,164</u>					

Table 1 - Anticipated Resources

**SP-45 Goals Summary – 91.215(a)(4)**

**Goals Summary Information**

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
8	Prevent, prepare for, and respond to the Covid-19 pandemic (CDBG-CV)	2020	2022	Public Services: Homeless People at Risk of Homelessness  <u>Economic Development</u> <u>Small Business</u>	City Wide Des Plaines	To prevent, prepare for, and respond to the Covid-19 pandemic	<del>\$180,767</del> <del>\$280,767</del>  <u>\$276,164</u>	<u>Public service activities other than LMI Housing Benefit</u>  <u>Public Services activities for LMI Housing Benefit</u>  <u>Homeless Prevention</u>  <u>Business Assisted</u>

Table 52 – Goals Summary

DRAFT

The Coronavirus Aid, Relief and Economic Security Act (CARES Act), Public Law 116-136, makes available \$5 billion in supplemental Community Development Block Grant (CDBG) funding from the Department of Housing and Urban Development (HUD) to prevent, prepare for, and respond to the Covid-19 pandemic (CDBG-CV grants). ~~The City expects to receive \$180,767 in CDBG-CV grant funds.~~

The City of Des Plaines (City) was allocated \$376,164 for this third round. The City’s cumulative amount for all allocation rounds is \$556,931. On July 1, 2020, the City of Des Plaines (City) amended its 2015-2019 Consolidated Plan, PY2019 Annual Action Plan to incorporate the receipt of CDBG-CV1 Grant funds and also amended its CDBG Citizen Participation Plan to allow for the expedited amendment process.

The PY2019 City of Des Plaines CARES Act Amendment CV3 will serve as the City’s budget and formal application for the CDBG-CV3 funds. The City intended to utilize its CDBG-CV3 funds for public service and economic development initiatives and according to that increase amount of the Public Service Category for additional \$100,000 and add a “Business Assisted” under Goal Outcome Indicator. (See Table 51 – Goals and Summary).

**DRAFT**

## AP-12 Participation

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

On July 1, 2020, the City of Des Plaines (City) amended its 2015-2019 Consolidated Plan, PY2019 Annual Action Plan to incorporate the receipt of CDBG-CV1 Grant funds (\$180,767) and also amended its CDBG Citizen Participation Plan to allow for the expedited amendment process.

Pursuant to and in accordance with the expedited amendment process approved by HUD, the City will substantially amend for second time its 2015-2019 Consolidated Plan and PY2019 Annual Action Plan to incorporate the receipt of third round of the CDBG-CV3 (collectively, the PY2019 City of Des Plaines CARES Act Amendment CV3).

HUD guidance on the use of CARE Act grant funds states that the process should be expedited and has authorized modifications to the typically required procedures for substantial amendments which include a shorter public comment period of a minimum of five days and the holding of the virtual public hearing.

~~The virtual public hearing concluded the required minimum public comment period as required by HUD. The five-day public comment period for the PY2019 City of Des Plaines CARES Act Amendment began May 27, 2020, following a legal notice published in the *Journal and Topics* newspaper on May 13, 2020. Complete copies of the draft the PY2019 City of Des Plaines CARES Act Amendment were available during the public comment period at: [desplaines.org/cdbg](http://desplaines.org/cdbg) or by contacting the CDBG Administrator at [dkirincic@desplaines.org](mailto:dkirincic@desplaines.org) or at (847) 391-5381. A virtual public hearing was held at a City Council meeting on June 1, 2020, after the end of the Public Comment Period. The PY2019 CARES Act Amendment adopted on same date as the City Council meeting. There were no comments on this amendment by City or the public.~~

The virtual public hearing concluded the required minimum public comment period as required by HUD. The five-day public comment period for the PY2019 City of Des Plaines CARES Act Amendment CDBG-CV3 began February 10, 2021, following a legal notice published in the *Journal and Topics* newspaper on January 27, 2021. Complete copies of the draft the PY2019 City of Des Plaines CARES Act Amendment CV3 were available during the public comment period at [desplaines.org/cdbg](http://desplaines.org/cdbg) or by contacting the CDBG Administrator at [dkirincic@desplaines.org](mailto:dkirincic@desplaines.org) or at (847) 391-5381. A virtual public hearing was held at a City Council meeting on February 16, 2021, after the end of the Public Comment Period. The PY2019 CARES Act Amendment CV3 was adopted on the same date as the City Council meeting. There were no comments on this amendment by the City or the public.

## AP-15 Expected Resources – 91.220(c) (1, 2)

### Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 5				Expected Amount Available Remainder of Consolidated Plan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Federal, HUD	Housing, Public Infrastructure, Public Facilities, Public Services, Planning and Administration	\$302,509		Approximately \$7,144	Approximately \$309,653	\$00,000	Assuming annual allocation remains similar, 5 years x \$275,000 + prior year resources =Expected Remainder
CDBG-CV1	Federal, HUD	<u>CARES Act CDBG-CV grant funds/Prevent, prepare for and respond to the Covid-19 pandemic</u>	\$180,767					
<u>CDBG-CV3</u>	<u>Federal, HUD</u>	<u>CARES Act CDBG-CV3 grant funds/ Prevent, prepare for and respond to the Covid-19 pandemic</u>	<u>\$376,164</u>					

Table 5 - Anticipated Resources

# AP-20 Annual Goals and Objectives

## 2019 Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
8	Prevent, prepare for, and respond to the Covid-19 pandemic (CDBG-CV)	2020	2022	Public Services: Homeless People at Risk of Homelessness  <u>Economic Development Small Business</u>	City Wide Des Plaines	To prevent, prepare for, and respond to the Covid-19 pandemic	<del>\$180,767</del> <del>\$280,767</del>  <u>\$276,164</u>	<u>Public service activities other than LMI Housing Benefit</u>  <u>Public Services activities for LMI Housing Benefit</u>  <u>Homless Prevention</u>  <u>Business Assisted</u>

Table 6a – Goals Summary

### Goal Descriptions

The Coronavirus Aid, Relief and Economic Security Act (CARES Act), Public Law 116-136, makes available \$5 billion in supplemental Community Development Block Grant (CDBG) funding from the Department of Housing and Urban Development (HUD) to prevent, prepare for, and respond to the Covid-19 pandemic (CDBG-CV grants). ~~The City expects to receive \$180,767 in CDBG-CV grant funds.~~

The City of Des Plaines (City) was allocated \$376,164 for this third round. The City’s cumulative amount for all allocation rounds is \$556,931. On July 1, 2020, the City of Des Plaines (City) amended its 2015-2019 Consolidated Plan, PY2019 Annual Action Plan to incorporate the receipt of CDBG-CV1 Grant funds and also amended its CDBG Citizen Participation Plan to allow for the expedited amendment process.

The PY2019 City of Des Plaines CARES Act Amendment CV3 will serve as the City’s budget and formal application for the CDBG-CV3 funds. The City intended to utilize its CDBG-CV3 funds for public service and economic development initiatives and according to that increase amount of the Public Service Category for additional \$100,000 and add a “Business Assisted” under Goal Outcome Indicator. (See Table 51 – Goals and Summary).



## AP-35 Projects-91.220

### Introduction

Based on that guidance from HUD, staff contacted local sub-recipients that have partnered with the City in the past to identify activities for the use of CDBG-CV grant funds.

#	Project Name
17	CDBG-CV Public Services
18	CDBG-CV Economic Development Small Business

Table 7 - Project Information

After carefully reviewing the CARES Act guidelines and speaking with HUD, Cook County, and other local entitlement communities, under the CV-Public Services Project the following eligible activities to be funded have been identified (but not limited to):

- ~~• Rent and utility assistance for low and moderate income households during the Covid-19 pandemic;~~
- ~~• Provide financial assistance to small local business affected by the Covid-19 pandemic; and~~
- Public Service Financial Assistance: Rent/mortgage and/or utility subsistence payments for low- and moderate-income households that have been negatively impacted by outbreak of the Covid-19 pandemic.
- Economic Development Small Business Financial Assistance (twenty or fewer employees) that have been negatively impacted by outbreak of the Covid-19 pandemic.

Like all other CDBG funding grants, these funds will be distributed via reimbursement to sub-recipients after all documentation has been submitted and approved.



INFORMATION TECHNOLOGY DEPARTMENT

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

MEMORANDUM

Date: January 26, 2021  
 To: Michael G. Bartholomew, City Manager  
 From: Romeo Sora, Director Information Technology *RS*  
 Subject: Cisco UCS Blades

**Issue:** For the City Council to approve the Cisco UCS Blade purchase.

**Analysis:** The City of Des Plaines currently utilizes Cisco’s Unified Computing System (UCS) datacenter architecture. With the Council's approval in 2018, IT staff expanded the data center's environment by purchasing and installing an additional Cisco blade server chassis enclosure, and two "half" height blade servers. The datacenter presently has two (2) blade chassis enclosures, and fourteen (14) half-height blade servers.

Staff would like to complete the blade server expansion by purchasing an additional two "half" height blade servers with increased CPU processing speeds and 256GB of memory. Once the blade servers are configured and operational, staff plans to move the more resource intensive virtual servers to the new environment, and leave the less resource intensive virtual servers where they are.

On January 6, 2021, several IT Hardware / Software vendors were invited to provide a quote for the Cisco Blades, Maintenance and additional Memory. The City received four responses, with one vendor declining to bid. Of the three remaining respondents, ITSavvy LLC provided the City with the lowest cost quote for the Cisco Blades, Maintenance and additional Memory with a cost of \$24,484.64.

**Cisco Blades, Maintenance and Memory**

Vendor	Total Costs
ITSavvy LLC	\$24,484.64
SHI	\$25,388.68
Dexon	\$27,850.00
SCW	No Bid

**Recommendation:** I recommend that the City Council approve ITSavvy LLC, 33 North LaSalle Street, Suite 2200, Chicago, IL 60602 to furnish the Cisco Blade Servers, Maintenance and Memory in the not to exceed amount of \$24,484.64. The purchases will be funded from the budgeted IT Computer Hardware Account (420-00-000-0000-8005).

Attachments:

Attachment 1 – Vendor Cisco Quotes  
Attachment 2– Quote Tabulation Sheet  
Resolution – R-35-21



ITsavvy LLC  
 33 North LaSalle Street, Suite 2200  
 Chicago, IL 60602  
 www.ITsavvy.com

Quote Details	
Quote #:	3442811
Date:	01/26/2021
Payment Method:	Net 30 Days
Client PO#:	
Cost Center:	
Shipping Method:	Ground

**Bill To:**  
 ACCT #: 576749  
 City of Des Plaines  
 Accounts Payable  
 1420 Miner St  
 Des Plaines, IL 60016-4498  
 United States  
 847-391-5314

**Ship To:**  
 City of Des Plaines  
 Romeo Sora  
 1420 Miner St Ste 100  
 Des Plaines, IL 60016-4498  
 United States  
 847-391-5623

**Client Contact:**  
 Romeo Sora  
 (P) 847-391-5623  
 rsora@desplaines.org

**Client Executive:**  
 Jack Place  
 (P) 312.676.5351  
 (F) 312.676.5322  
 jplace@ITsavvy.com

**Description:** Quote 2021 - Cisco M% Blades

Item Description	Part #	Tax	Qty	Unit Price	Total
<b>1 Cisco UCS SmartPlay Select B200 M5 (Not sold standalone)</b> Server - blade - 2-way - 2 x Xeon Gold 5218R / 2.1 GHz - RAM 384 GB - SATA/SAS - hot-swap 2.5" bay(s) - SSD 2 x 240 GB - 40 Gigabit LAN, 40Gb FCoE - monitor: none	22456855	Y	2	\$11,943.92	\$23,887.84
UCSB-LSTOR-BK FlexStorage blanking panels w/o controller, w/o drive bays 4 UCS-MR-X32G2RT-H 32GB DDR4-2933-MHz RDIMM/2Rx4/1.2v 24 UCSB-MLOM-40G-04 Cisco UCS VIC 1440 modular LOM for Blade Servers 2 UCS-SID-INFR-OI Other Infrastructure 2 UCS-SID-WKL-OW Other Workload 2 UCS-DIMM-BLK UCS DIMM Blanks 24 UCSB-HS-M5-F CPU Heat Sink for UCS B-Series M5 CPU socket (Front) 2 UCS-M2-240GB 240GB SATA M2 4 UCS-M2-HWRAID Cisco Boot optimized M.2 Raid controller 2 UCSB-HS-M5-R CPU Heat Sink for UCS B-Series M5 CPU socket (Rear) 2 UCS-CPU-I5218R Intel 5218R 2.1GHz/125W 20C/27.5MB DDR4 2667MHz 4 N20-FW016 UCS 5108 Blade Chassis FW Package 4.0 2					
<b>2 Cisco Smart Net Total Care</b> Extended service agreement - replacement - on-site - 8x5 - response time: NBD - for P/N: UCS-SP-B200M5C-S	22773860	N	2	\$298.40	\$596.80

Fair Market Value		\$1 Buy Out		Subtotal:	\$24,484.64
3 Year FMV / Year	5 Year FMV / Year	3 Year \$1 / Year	5 Year \$1 / Year	Shipping:	\$0.00
\$8,182.37	\$5,283.86	\$8,782.44	\$5,450.11	Tax:	Exempt
				TOTAL:	<b>\$24,484.64</b>

Lease prices listed above are estimates. They apply for Public School and Municipal Entities only. They are based upon individual credit review and approval. Your final rates will be determined after credit review.

ITsavvy is always looking to deliver the lowest cost possible to our clients. This results in fluctuating prices that you will find are lower more often than not. However, prices are subject to increases without notice in the event of a manufacturer or distributor price increase. Available inventory is subject to change without notice. This document is a quotation only and is not an order or offer to sell.

We do accept credit cards for payment. However, if the credit card is provided after the order has been invoiced there will be a charge of 3% of the total purchase.

Unless specifically listed above, these prices do NOT include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material.

All non-recurring services are 50% due upon signing of contract, 40% due upon delivery of equipment, balance due upon install.

ITsavvy's General Terms and Conditions of Sale, which can be found at [www.ITsavvy.com/termsandconditions](http://www.ITsavvy.com/termsandconditions), shall apply to and are incorporated into all agreements with Client, including all Orders.

Printed Name: \_\_\_\_\_  
 Authorized Signature: \_\_\_\_\_

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



Pricing Proposal  
 Quotation #: 19893823  
 Created On: 1/7/2021  
 Valid Until: 1/29/2021

**City of Des Plaines**

**Inside Account Manager (IAM)**

**Romeo Sora**

1420 Miner Street  
 Des Plaines, IL 60016  
 United States  
 Phone: (847) 391-5623  
 Fax:  
 Email: rsora@desplaines.org

**Wan Tangtrakul**

290 Davidson Avenue  
 Somerset, NJ 08873  
 Phone: 888-591-3400  
 Fax: 877-289-6088  
 Email: TeamSHI@shi.com

All Prices are in US Dollar (USD)

	<b>Product</b>	<b>Qty</b>	<b>Retail</b>	<b>Your Price</b>	<b>Total</b>
1	UCS B200 M5 BLADE W/O CPU MEM HD MEZZ Cisco Systems - Part#: UCSB-B200-M5-U Contract Name: Open Market Contract #: Open Market	2	\$0.00	\$1,406.47	\$2,812.94
2	SNTC 24X7X4OS UCS B200 M5 BLADE W/O CPU Cisco Systems - Part#: CON-OSP-BB200M5U Contract Name: Open Market Contract #: Open Market	2	\$0.00	\$411.83	\$823.66
3	32GB DDR4-2933-MHz RDIMM/2Rx4/1.2v Cisco Systems - Part#: UCS-MR-X32G2RT-H Contract Name: Open Market Contract #: Open Market	12	\$0.00	\$832.88	\$9,994.56
4	UCS VIC 1440 MODULAR LOM FOR BLADE SVR Cisco Systems - Part#: UCSB-MLOM-40G-04 Contract Name: Open Market Contract #: Open Market	2	\$0.00	\$570.33	\$1,140.66
5	32GB SD CARD FOR UCS SVR Cisco Systems - Part#: UCS-SD-32G-S Contract Name: Open Market Contract #: Open Market	4	\$0.00	\$66.04	\$264.16
6	Intel 5218R 2.1GHz/125W 20C/27.5MB DDR4 Cisco Systems - Part#: UCS-CPU-I5218R Contract Name: Open Market Contract #: Open Market	4	\$0.00	\$2,119.49	\$8,477.96
7	2.3GHZ 5118 105W 12C 16.50MB CACHE DDR4 Cisco Systems - Part#: UCS-CPU-5118= Contract Name: Open Market Contract #: Open Market	1	\$0.00	\$1,874.74	\$1,874.74

**Additional Comments**

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Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

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*The products offered under this proposal are Open Market and resold in accordance with the terms and conditions at [SHI Online Customer Resale Terms and Conditions](#).*



9201 East Bloomington Freeway Suite BB  
 Minneapolis, MN 55420  
 Tel: (952) 888-8922  
 Fax: (952) 564-3241

Romeo Sora  
 City of Des Plaines  
 1420 Miner St  
 ITC - 4th Floor  
 Des Plaines, IL 60016  
 Tel.: (847)391-5623

Date: 01/06/2021  
 Quote No. 132830

Listed below is the quote you requested:

Part #	Description	Qty	Price	Total
UCS-SP-B200M5-A2	SP B200 M5 w/2x5118,6x32GB mem,VIC1340	2	\$8,550.00 (new)	\$17,100.00
CON-OSP-B200M5A2	Cisco SMARTnet Onsite - Extended service agreement - replacement - on-site - 24x7 - response time: 4 h - for P/N: UCS-SP-B200M5-A2	2	\$495.00 (new)	\$990.00
UCS-SD-32G-S	32GB SD Card for UCS servers	4	\$85.00 (new)	\$340.00
UCS-SP-M32G2-RSH	SP 32GB DDR4-2666-MHz RDIMM/PC4-21300/dual rank/x4/1.2v	12	\$785.00 (new)	\$9,420.00
<b>Total:</b>				<b>\$27,850.00</b>

Equipment includes a three year advanced replacement warranty.

All Credit Card charges are subject to a 3.5% charge.

Thank you for the opportunity to supply your datacenter, telecom and networking requirements.

Please call with any questions (952)564-3240

Sincerely,

Michelle Malaska  
 michelle2@dexon.com

**Cisco Blades, Maintenance and Memory**

Product No.	Description	QTY	Dexon	ITSavvy	SHI
UCS-SP-B200M5-A2	Cisco UCS SmartPlay Select B200 M5 Advanced 2	2	\$17,100.00	\$23,887.84	\$14,306.30
CON-OSP-B200M5A2	Cisco SMARTnet Onsite 1 Year 24x7 - Ser vice Period:1/14/2020 - 1/13/2021	2	\$990.00	\$596.80	\$823.66
UCS-SD-32G-S	32GB SD Card for UCS Servers	4	\$340.00	\$0.00	\$264.16
UCS-SP-M32G2-RSH	SP 32GB DDR4-2666-MHZ RDIMM PC4-21300 DUAL RANK X4 1.2V	12	\$9,420.00	\$0.00	\$9,994.56
<b>Total Costs:</b>			\$27,850.00	\$24,484.64	\$25,388.68



**CITY OF DES PLAINES**

**RESOLUTION R - 35 - 21**

**A RESOLUTION APPROVING THE PURCHASE OF  
SERVERS AND RELATED SERVICES FROM ITSAVVY,  
LLC.**

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

**WHEREAS**, the City has appropriated funds in the IT Computer Hardware Account for use by the Information Technology Department during the 2021 fiscal year for the purchase of two Cisco blade servers meeting certain specifications and related support services (collectively, "*Servers*"); and

**WHEREAS**, the City obtained three quotes from qualified vendors for the purchase of the Servers by the City; and

**WHEREAS**, ITSavvy, LLC ("*Vendor*") submitted the lowest quote for the purchase of the Servers in the not-to-exceed amount of \$24,484.64; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to waive the competitive bidding requirements in the City Code and purchase the Servers from the Vendor in the not-to-exceed amount of \$24,484.64;

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

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

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

**SECTION 3: APPROVAL OF PURCHASE.** The City Council hereby approves the purchase by the City of the Servers from the Vendor in a total-not-to-exceed amount of \$24,484.64.

**SECTION 4: AUTHORIZATION OF PURCHASE.** The City Manager is hereby authorized and directed to execute such documents approved by the General Counsel and to make such payments, on behalf of the City, as are necessary to complete the purchase of the Servers from the Vendor in a total-not-to-exceed amount of \$24,484.64.

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

**[SIGNATURE PAGE FOLLOWS]**

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

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

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

---

**MAYOR**

ATTEST:

Approved as to form:

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**CITY CLERK**

---

**Peter M. Friedman, General Counsel**

DP-Resolution Approving Purchase of Cisco UCS Blade Servers from ITSavvy



INFORMATION TECHNOLOGY DEPARTMENT

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

MEMORANDUM

Date: January 26, 2021  
To: Michael G. Bartholomew, City Manager  
From: Romeo Sora, Director Information Technology *RS*  
Subject: 2021 Tyler Technologies EnerGov Maintenance Renewal

**Issue:** The 2021 budget includes funding for the City's Community and Economic Development (CED) application's Maintenance Agreement renewal with Tyler Technologies, Inc.

**Analysis:** On January 6, 2020 the City Council approved the purchase of Tyler Technologies' Community and Economic Development application: EnerGov. The EnerGov contract has one-year maintenance agreements that automatically renew with Tyler Technologies.

Expenditures under this contract must be approved by the City Council annually based on appropriated and budgeted funds for the current fiscal year.

**Recommendation:** I recommend approval of the 2021 contract expenditure of the EnerGov Maintenance Renewal with Tyler Technologies, Inc. 840 West Long Lake Rd., Troy, MI 48098 in the amount of \$35,475.05. This contract will be funded from the budgeted IT R&M Software Account (100-20-230-0000-6300).

Attachments:

Attachment 1 – EnerGov Maintenance Renewal  
Resolution – R-36-21



**Remittance:**  
 Tyler Technologies, Inc.  
 (FEIN 75-2303920)  
 P.O. Box 203556  
 Dallas, TX 75320-3556

# Invoice

<b>Invoice No</b>	<b>Date</b>	<b>Page</b>
025-318139	01/01/2021	1 of 1

**Questions:**  
 Tyler Technologies - Local Government  
 Phone: 1-800-772-2260 Press 2, then 2  
 Email: ar@tylertech.com



Bill To: Des Plaines  
 1420 Miner Street  
 Des Plaines, IL 60016-4484

Ship To: Des Plaines  
 1420 Miner Street  
 Des Plaines, IL 60016-4484

<b>Cust No.-BillTo-ShipTo</b>	<b>Ord No</b>	<b>PO Number</b>	<b>Currency</b>	<b>Terms</b>	<b>Due Date</b>
49910 - MAIN - MAIN	136848		USD	NET45	02/15/2021

Date	Description	Units	Rate	Extended Price
Contract No.: Des Plaines, IL				
	Tyler GIS	25	91.67	2,291.75
	Maintenance: Start: 01/Feb/2021, End: 31/Dec/2021			
	EnerGov Business Management Suite	10	550.00	5,500.00
	Maintenance: Start: 01/Feb/2021, End: 31/Dec/2021			
	EnerGov Community Development Suite	25	550.00	13,750.00
	Maintenance: Start: 01/Feb/2021, End: 31/Dec/2021			
	Citizen Self Service - Business Management	1	0.00	0.00
	Maintenance: Start: 01/Feb/2021, End: 31/Dec/2021			
	Citizen Self Service - Community Development	1	2,933.33	2,933.33
	Maintenance: Start: 01/Feb/2021, End: 31/Dec/2021			
	EnerGov e-Reviews	1	5,500.00	5,500.00
	Maintenance: Start: 01/Feb/2021, End: 31/Dec/2021			
	EnerGov -IG Workforce Apps	9	183.33	1,649.97
	Maintenance: Start: 01/Feb/2021, End: 31/Dec/2021			
	Tyler Cashiering	1	3,850.00	3,850.00
	Maintenance: Start: 01/Feb/2021, End: 31/Dec/2021			

**\*\*ATTENTION\*\***  
 Order your checks and forms from  
 Tyler Business Forms at 877-749-2090 or  
 tylerbusinessforms.com to guarantee  
 100% compliance with your software.

Subtotal	35,475.05
Sales Tax	0.00
Invoice Total	35,475.05

**CITY OF DES PLAINES**

**RESOLUTION R - 36 - 21**

**A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS UNDER A SOFTWARE MAINTENANCE AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR SOFTWARE MAINTENANCE SERVICES.**

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

**WHEREAS**, on January 6, 2020 the City Council approved Resolution No. R-8-20, approving a contract ("**Agreement**") between the City and Tyler Technologies, Inc. ("**Vendor**") for: (i) the EnerGov Community and Economic Development application ("**Software**"); and (ii) software maintenance and support services ("**Services**"); and

**WHEREAS**, on February 1, 2021, the Agreement automatically renewed for a one-year term ending December 31, 2021; and

**WHEREAS**, the City has appropriated funds for use by the Information Technology Department during the 2021 fiscal year for the procurement of the Services pursuant to the Agreement; and

**WHEREAS**, the City desires to make expenditures in the not-to-exceed amount of \$35,474.05 during the 2021 fiscal year for the procurement of the Services from Vendor under the Agreement; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to authorize the expenditure of the not-to-exceed amount of \$35,474.05 during the 2021 fiscal year for the procurement of the Services from the Consultant under the Agreement;

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

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

**SECTION 2: AUTHORIZATION OF EXPENDITURE.** The City Council authorizes the expenditure of the not-to-exceed amount of \$34,474.05 during the 2021 fiscal year for the procurement of the Services from the Consultant under the Agreement.

**SECTION 3: EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval according to law.

**[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 Expenditure of Funds Under Agreement with Tyler Technologies for EnerGov Maintenance Services 2021



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: February 3, 2021

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

From: Tom Bueser, Superintendent of General Services *T.B.*

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

Subject: Generator Purchase

**Issue:** The Water/Sewer Division is in need of an additional generator for emergency operations.

**Analysis:** The Public Works and Engineering Department currently utilizes a 2006 Kohler generator to provide temporary power as needed to sanitary sewer lift stations, water pumping station buildings, and parking lot lighting. During unforeseen outages, the generator is mobilized to the location in the greatest need. In an effort to improve redundancy in operations, a secondary generator will provide power coverage for additional services as well as in the event of a failure of the existing generator.

After review of equipment available and the City's current equipment, the Kohler Model 45REOZT4 was chosen by staff to best fit the City's needs as the generator can be adapted to multiple voltages and phases similar to the 2006 unit. Steiner Electric Company is the local supplier of this unit which is available through Sourcewell (formerly National Joint Powers Alliance) which is a cooperative purchasing entity for government and educational agencies of which the City is a member. Per Sourcewell Contract #120617-KOH this item can be purchased from Steiner Electric Company in the amount of \$29,630.30.

**Recommendation:** We recommend the purchase of a Kohler Model 45REOZT4 generator through Sourcewell Contract #120617-KOH, from Steiner Electric Company, 1275 Touhy Avenue, IL, 60007, in the amount of \$29,630.30. Source of funding will be the Water/Sewer Contingency Fund.

**Attachments:**

Attachment 1 - Contract #120617-KOH Proposal  
Resolution R-37-21

<b>To:</b>	City of Des Plaines	<b>QUOTE #</b>	RL210114-002SW
<b>Attn:</b>	Ralph Magak / Tom Bueser	<b>Date:</b>	1/14/2021
<b>Job Name:</b>	<b>Towable 40 KW Generator Sourcewell RFQ Member #44355</b>		

Thank you for the opportunity to provide our quotation for the following Kohler Power System:

QTY	Equipment Per Kohler SAP # 26714591	Quoted Price
1	<p><b>Kohler Model 45REOZT4 Towable Generator</b>, EPA Tier 4 Final, Reconnectable Voltages, 40KW/50 KVA at 277/480v 3Ph. 4-wire. Stand-by Power Rating.</p> <p>Includes:</p> <ul style="list-style-type: none"> <li>• Alternator 4D8.3</li> <li>• HD Air Cleaner with Restriction Indicator</li> <li>• Battery Disconnect</li> <li>• Steel Enclosure 68dBa @23'</li> <li>• Single Point Lifting Eye</li> <li>• Dec 3500 Generator Controller</li> <li>• Adjustable Trip Main Output Breaker</li> <li>• Remote Start Capability</li> <li>• Shore Power Connections</li> <li>• Battery Charger</li> <li>• Block Heater</li> <li>• Sub-base Fuel Tank 77 Gal. 24 Hrs.</li> <li>• Voltage Selector Switch: 277/480-3ph, 120/208-3ph, 120/240-1ph</li> <li>• Cam Lock Load Connections and receptacles</li> <li>• Trailer W/DOT Lighting, Lunette Eye Hitch Kit, Front Tong Jack</li> <li>• Axle Single 4995 lb. Rated</li> <li>• Spare Tire</li> <li>• Tool Box &amp; Fire Extinguisher</li> <li>• Wheel Chocks</li> </ul>	<p>Estimated Lead Time per the factory: 13-14 weeks</p> <p><b>Final ETA is Contingent upon:</b></p> <ol style="list-style-type: none"> <li>1. Signed Release</li> <li>2. Approved Submittals</li> <li>3. Credit Release by Steiner Electric</li> </ol> <p>(3) Year Warranty On generator and (1) Year Warranty on Trailer</p> <p><b>Includes Startup Mon. – Fri. Non-Holiday</b></p> <p><b>See Pricing on Page 2 of this quotation</b></p> <p><b>Freight invoiced separately</b></p> <p><b>Fuel Not Included Tax Not Included</b></p>



KOHLER Awarded Contract: 120617-KOH		KOHLER Contract Maturity Date: 01/29/2022				
Model	Kohler List Price (Each)	Sourcewell Member Discount (% = \$)		Sourcewell Member Total Price FOB Factory	Qty.	
45REOZT4	\$ 42,329.00	30	%	\$ 12,698.70	\$ 29,630.30	1

**NOTE: "Open Market Items" at a 5% discount from Distributor List:**

- **Start-up Service by Factory trained Technician.**
- **Job Site Testing with available site loads.**
- **Owner's Operational Instruction.**

**Total: \$1,900.00**

**Freight: \$900.00 (No Mark Up Passed Through)**

**TERMS (order is non-changeable, non-cancelable and non-returnable)**

This quote is valid for 60 days, subject to Steiner Electric Company's standard Terms and Conditions. Payment terms are Net 30 days, contingent upon account approval.

**FREIGHT** - Equipment is delivered F.O.B. Factory. Freight is **prepaid** to first customer destination or tailgate to jobsite. **Unloading and craning/rigging/hoisting is the responsibility of the customer.** Any additional time the driver must wait for offloading equipment is subject to additional billing. There is an extra charge for re-delivery and freight storage costs.

**DELIVERY** - Estimate 15-16 weeks after written release to Steiner Electric Company. Approval drawings are issued about 1 week after ordering for submittal and signed approval of release.

**Actual delivery lead time will be determined when the factory order is placed**

**WARRANTY** – ATS, **Generator Three / Trailer One** Year parts, labor and mileage to jobsite in Steiner Electric Company's service area. The generator must be started up within 365 days of factory shipment. Extended warranties are available depending on class and manufacturer of equipment. **NOTE: Additional warranty excludes starting batteries and block heater 365 days after startup. Warranty will commence upon completion of the generator startup. No extensions beyond this date are permitted by the manufacture regardless of specification requirements or project conditions.**

**QUOTATION INCLUDES**

- Steiner Power Systems startup during normal business hours M – F, 8 am – 4 pm non-Holidays. **Startup requires 10 business days minimum notice to schedule.**
- Engine oil and coolant in accordance to Kohler specifications.

**QUOTATION EXCLUDES TAXES AND EXCLUDES THE FOLLOWING:**

- Installation or installation material of any kind is not furnished unless specified in writing on the quotation.
- **Startup testing will be by manufacturer's recommended test procedures for startup and NFPA 110. Any additional testing such as Oscilloscope recording, Infrared Scanning, Sound Level, Insulation & Contact Resistance, Vibration / Harmonics, Exhaust Emissions testing are not included; to be provided by others. No representation of compliance to NETA or NIST is made. Kohler battery chargers have digital monitoring, not analog meters. Rigging Diagram will be furnished on paper only not metal plate.**
- It is the responsibility of others to ensure the complete installation meets all applicable codes and standards.
- **Others to ensure diesel tank is filled with proper fuel prior to the scheduled arrival of the startup tech.**

**COMMENTS & CLARIFICATIONS:**

- No formal specification was provided.
- This quote is prepared to the best understanding of the specification provided. The unit(s) offered is configured with Kohler standard production options and may differ from the letter of the specification which is in many cases brand specific. It is the responsibility of the customer considering this quote to review the comments and exceptions and verify its compliance with the project requirements.
- Steiner Power Systems is not responsible for any fuel, labor or material charges by others associated with the startup and installation of this equipment unless previously agreed upon.
- Steiner Power Systems is not responsible for any consequential, special, indirect or liquidated damages hereunder, nor for any manufacturer delay, or other delays beyond Steiner Power Systems control.

**Steiner Power Systems®**

Division of Steiner Electric Company

Quote Prepared by:

Rick E. Lampinen – Sales Engineer  
708-407-7627  
rlampinen@stnr.com

**CITY OF DES PLAINES**

**RESOLUTION R - 37 - 21**

**A RESOLUTION AUTHORIZING THE PURCHASE OF A KOHLER GENERATOR FROM STEINER ELECTRIC COMPANY THROUGH SOURCEWELL.**

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

**WHEREAS**, the City has sufficient funds in the Water/Sewer Contingency Fund for use by the Public Works and Engineering Department during the 2021 fiscal year for the purchase of an emergency generator to improve redundancy in operations and provide power coverage for additional services as well as in the event of a failure of the City's existing generator; and

**WHEREAS**, after a review of the City's current generator and equipment available, Staff determined that the Kohler Model 45REOZT4 generator ("**Equipment**") satisfies the City's specifications and will best address the City's needs; and

**WHEREAS**, the City is a member of the Sourcewell, formerly National Joint Powers Alliance, ("**Sourcewell**") a public agency that provides cooperative purchasing solutions for government and educational agencies, resulting in significant savings for the City; and

**WHEREAS**, Sourcewell has identified Steiner Electric Company ("**Vendor**") as a qualified bidder and awarded Contract #120617-KOH to the Vendor for the purchase of the Equipment; and

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

**WHEREAS**, the City Council has determined that it is in the best interest of the City to authorize the purchase the Equipment from Vendor in accordance with Sourcewell Contract #120617-KOH in the not-to-exceed amount of \$29,630.30;

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

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

**SECTION 2: APPROVAL OF PURCHASE.** The City Council hereby approves the purchase of the Equipment from Vendor in a total not-to-exceed amount of \$29,630.30, in accordance with Sourcewell Contract #120617-KOH.

**SECTION 3: AUTHORIZATION OF PURCHASE.** The City Manager is hereby authorized and directed to execute such documents approved by the General Counsel and to make such payments, on behalf of the City, as are necessary to complete the purchase of the Equipment from Vendor in a total not-to-exceed amount of \$29,630.30 in accordance with Sourcewell Contract #120617-KOH.

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

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

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

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

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

ATTEST:

Approved as to form:

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

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

DP-Resolution Approving Purchase of a Generator thru Sourcewell from Steiner Electric Co



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: February 3, 2021

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

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

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

Subject: Bid Award – 2021 Purchase of Hot Mix Asphalt

**Issue:** The 2021 City budget includes funding in the Street/Grounds Division account for the purchase of Hot Mix Asphalt (HMA) material from an outside vendor to make street repairs as needed.

**Analysis:** The 2021 HMA purchase was bid with an opening date of January 26, 2021. The material will be picked up at the vendor’s plant by Public Works vehicles and applied to the streets by City crews. Three bids were received from qualified vendors. Builders Asphalt, LLC provided the lowest bid for purchase of hot mix asphalt per the bid tabulation below:

COMPANY	Price per Ton IDOT Spec. Hot Mix	Price Per Ton Modified Surface Hot Mix
Builders Asphalt, LLC	\$45.00	\$42.00
Plote Construction Company	\$49.00	\$47.00
Arrow Road Construction Co	\$58.00	\$55.50

**Recommendation:** We recommend award of the bid for the 2021 purchase of hot mix asphalt to Builders Asphalt, LLC., 4413 Roosevelt Road, Suite 108, Hillside, IL 60162, per unit pricing in the not-to-exceed amount of \$150,000. This material will be funded from the Street Maintenance Supplies – Street R&M account (100-50-530-0000.7055) in the amount of \$150,000.

**Attachments:**

Resolution R-38-21  
Exhibit A – Builders Asphalt Contract

CITY OF DES PLAINES

RESOLUTION R - 38 - 21

**A RESOLUTION APPROVING AN AGREEMENT FOR  
THE PURCHASE OF HOT MIX ASPHALT FROM  
BUILDERS ASPHALT, LLC.**

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

**WHEREAS**, the City has appropriated funds in the Street Maintenance Supplies fund and the Capital Projects Supplies fund for use by the Public Works and Engineering Department during the 2021 fiscal year for the purchase of: (i) hot mix asphalt meeting IDOT specifications ("*IDOT Spec. Asphalt*"); and (ii) modified surface hot mix asphalt ("*Modified Surface Asphalt*"); and

**WHEREAS**, pursuant to Chapter Ten of Title One of the City of Des Plaines City Code, the City issued an invitation for bids for the purchase of the IDOT Spec. Asphalt and Modified Surface Asphalt; and

**WHEREAS**, the City received three bids, which were opened on January 26, 2021; and

**WHEREAS**, Builders Asphalt, LLC ("*Vendor*") submitted the lowest responsible bid in the amounts of: (i) \$45.00 per ton for IDOT Spec. Asphalt; and (ii) \$42.00 per ton for Modified Surface Asphalt; and

**WHEREAS**, the City desires to enter into an agreement with Vendor for the purchase of IDOT Spec. Asphalt in the amount of \$45.00 per ton and Modified Surface Asphalt in the amount of \$42.00 per ton, all in the not-to-exceed amount of \$150,000.00 ("*Agreement*"); and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to enter into the Agreement with Vendor for the purchase of the IDOT Spec. Asphalt, and the Modified Surface Asphalt in the not-to-exceed amount of \$150,000.00;

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

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

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

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

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

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

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

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

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

ATTEST:

Approved as to form:

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

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

DP-Resolution Approving Agreement for Hot Mix Asphalt with Builders Asphalt LLC 2021

**CITY OF DES PLAINES  
PROPOSAL AND CONTRACT FOR  
2021 PURCHASE OF HOT MIX ASPHALT**

**OWNER:**

City of Des Plaines (the "City")  
1420 Miner Street  
Des Plaines, Illinois 60016

TO BE SUBMITTED TO: City of Des Plaines, 1420 Miner Street, Des Plaines, Illinois 60016  
Attention: City Clerk, before 1:30 P.M., Tuesday, January 26, 2021

The City seeks your proposal and contract agreement for pricing and delivery of the Products described as follows:

Product No.	Description of Product	Quantity of Product to be Delivered to the City
	see attachment A specifications and Schedule of Prices	

Proposal

By filling out this Contract form, the Vendor proposes to enter into this Contract for delivery of the Hot Mix Asphalt at the vendor's facility for the, stated prices and other relevant terms in the Pricing section of this Contract.

**All contract proposals shall be accompanied by a cashier's or certified check, or bid bond in form and from a surety satisfactory to Owner, in amount of \$2,500.** Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected.

Clarifications

The City reserves the right to make clarifications, corrections, or changes in this Contract before it is accepted by the City and the Vendor.

Delivery of Contract Proposal

The Vendor must deliver this Contract proposal to the place set forth above in a sealed envelope plainly marked with the title of the Contract and the Vendor's full legal name. The Contract proposal may be delivered by mail or in person.

Opening of Contract Proposals

If the Products are being priced competitively among several vendors, then the Vendor's Contract proposal will be publicly opened and read at the time and place specified above. The Vendor is invited to be present.

Withdrawal of Contract

The Vendor may not withdraw its Contract for 30 days after it is delivered to the City.

Rejection of Contract

If the Vendor's Contract is not prepared or submitted properly, then the City may reject the Contract. If the City does not reject the Contract, then the City may require correction of any deficiency and accept the Contract after it is corrected.

Acceptance of Contract

The City may accept the Vendor's Contract if the City determines that it is the best and most favorable to the interests of the City and to the public. The City otherwise may reject the Contract or accept it in part if appropriate, and may waive irregularities and informalities in the Contract.

If the City accepts the Contract, then the Contract, together with the City's notification of acceptance in the attached form becomes the Contract.

DATED this 30<sup>th</sup> day of December, 2020.

**CITY OF DES PLAINES**

By: Tom Bueser

Its: Superintendent of General Services



CITY OF DES PLAINES

CONTRACT FOR  
2021 PURCHASE OF HOT MIX ASPHALT

Full Name of Vendor Burles Asphalt LLC  
Principal Office Address 4413 ROOSEVELT RD SUITE 108 HOLLAND IL 60142  
Local Office Address \_\_\_\_\_  
Contact Person Ryan Gandy Telephone Number 847-419-9000

TO: City of Des Plaines  
1420 Miner Street  
Des Plaines, Illinois 60016  
Attention: City Clerk

Vendor warrants and represents that Vendor has reviewed and understood all documents included, referred to, or mentioned in this set of documents.

1. Contract for Purchase of Products

A. Contract and Products. The Vendor shall, delivery at the facility of the bidder, the products, items, materials, merchandise, supplies, or other items identified in this Contract for Hot Mix Asphalt in new, undamaged, and first-quality condition; with an alternate bid for roadway grinding. Vendor further shall:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for delivery at the facility of the bidder in a workmanlike manner;
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary for the Products;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates and policies of insurance, if any, specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes; and
5. Miscellaneous. Do all other things required of Bidder by this Contract.

B. Performance Standards. The Vendor agrees that the Products will comply strictly with the Specifications attached hereto and by this reference made a part of this Contract. If this Contract specifies a Product by brand name or model, that specification is intended to reflect

the required performance standards and standard of excellence that the City requires for the Product. However, the Vendor may propose to deliver a Product that is a different brand or model, if the Vendor provides written documentation establishing that the brand or model it proposes to deliver possess equal quality, durability, functionality, capability, and features as the Product specified.

C. Responsibility for Damage or Loss. The Vendor shall be responsible and liable for, and shall promptly and without charge to the City, repair or replace, any damage done to, and any loss or injury suffered by, the City as a result of the Vendor's failure to perform hereunder.

D. Inspection/Testing/Rejection. The City shall have the right to inspect all or any part of the Products. If, in the City's judgment, all or any part of the Products is defective or damaged or fails to conform strictly to the requirements of this Contract, then the City, without limiting its other rights or remedies, may, at its discretion: (i) reject such Products; (ii) require Bidder to correct or replace such Products at Bidder's cost; (iii) obtain new Products to replace the Products that are defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby; and/or (iv) cancel all or any part of any order or this Contract. Products so rejected may be returned or held at Bidder's expense and risk.

2. Pricing

The Vendor shall deliver the Products for pick-up by the City at the vendor's facility in accordance with the following prices: See Attachment A.

If the City has specified the Quantity of Products to be delivered to the City on Page 1 of this Contract, then the Vendor shall take, in full payment for all Products and other matters set forth under Section 1 of this

Contract, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, the unit Contract Prices of:

Modified Surface Hot Mix Asphalt Price per Ton \$ 42.00  
IDOT Spec. Hot Mix Asphalt Price Per Ton \$ 45.00

If the City has not specified the Quantity of Products to be delivered to the City on Page 1 of this Contract, then the Vendor shall take, in full payment for all Products and other matters set forth under Section 1 of this Contract, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, a total Contract Price that will be equal to the sum of the Unit Prices (as determined by the above Schedule of Prices) applicable to all Products accepted by the City.

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

1. All prices stated in the Pricing section are firm and shall not be subject to escalation or change;
2. The City is not subject to state or local sales, use, and excise taxes, and no such taxes are included in the Pricing section, and that all claims or rights to claim any additional compensation by reason of the payment of any such tax are hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Products are included in the Pricing; and
4. If a Quantity of Products to be delivered to the City is specified on Page 1 of this Contract, then that amount is an estimate only. The City reserves the right to increase or decrease such quantity, and the total Contract Price to be paid will be based on the final quantity determined by the City for each Product and the actual number of Products that comply with this Contract that are accepted by the City. The Vendor hereby waives and releases all claims or rights to dispute or complain of any such estimated quantity or to assert that there was any misunderstanding in regard to the number of Products to be delivered.

C. Time of Payment

It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

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

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

3. Contract Time

The Vendor shall provide delivery of material at the facility of the bidder to the City upon opening of the asphalt plant until the plant closes in the fall/winter of 2020.

4. Financial Assurance

A. All contract proposals shall be accompanied by a cashier's or certified check, or bid bond in form and from a surety satisfactory to Owner, in amount of \$2,500. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected.

B. Indemnification. The Vendor shall indemnify, save harmless, and defend the City against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Vendor's performance, or failure to perform, under this Contract, including, without limitation, any failure to meet the representations and warranties set forth in Section 6 of this Contract.

C. Penalties. The Vendor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Vendor's performance, or failure to perform, under this Contract.

5. Firm Contract

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided the City accepts this Contract within 30 days after the date this sealed Contract is opened.

6. Bidder's Representations and Warranties

In order to induce the City to accept this Contract, the Vendor represents and warrants as follows:

A. The Products. All Products, and all of their components, shall be of merchantable quality and, for a period of not less than one year after delivery to the City: (1) shall be free from any latent or patent defects or flaws in workmanship, materials, and design; (2) shall strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in Subsection 1B of this Contract; and (3) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranties expressed herein shall be in addition to any

other warranties applicable to the Products (including any manufacturer's warranty) expressed or implied by law, which are hereby reserved unto the City.

B. Compliance with Laws. All Products, and all of their components, shall comply with, and the Vendor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time. Every provision required by law to be inserted into this Contract shall be deemed to be inserted herein.

C. Not Barred. The Vendor is not barred by law from contracting with the City or with any other unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Vendor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (3) any other reason.

D. Qualified. The Vendor has the requisite experience, ability, inventory, capital, facilities, equipment, plant, organization, and staff to enable the Vendor to deliver the Products at the Contract Price and within the Contract Time set forth above.

## 7. Acknowledgements

In submitting this Contract, the Vendor acknowledges and agrees that:

A. Reliance. The City is relying on all warranties, representations, and statements made by the Vendor in this Contract.

B. Binding Effect. The Vendor is bound by each and every term, condition, or provision contained in this Contract and in the City's written notification of acceptance in the form included in this bound set of documents.

C. Remedies. Each of the rights and remedies reserved to the City in this Contract are cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

E. Time. Time is of the essence in the performance of all terms and provisions of this Contract. Except where specifically stated otherwise, references in this

Contract to days shall be construed to refer to calendar days and time.

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

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

H. Amendments and Modifications. No amendment or modification to this Contract shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

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

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

DATED this 30<sup>th</sup> day of December 2020.

Date JANUARY 22, 2021

Vendor's Status:  IL Corporation ( ) Partnership ( ) Individual Proprietor  
(State) (State)

Vendor's Name: BUILDERS ASPHALT, LLC

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

Signature of Vendor or Authorized Agent: 

(corporate seal) Printed Name: RYAN GANDY  
(if corporation)

Title/Position: PRESIDENT

Vendor's Business Address: 4413 ROOSEVELT RD. SUITE 108  
HILLSIDE, IL 60162

Vendor's Business Telephone: 847-419-9000 Facsimile: 847-419-9050

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS
<u>Ryan Gandy</u>	<u>PRESIDENT</u>	<u>4413 ROOSEVELT Rd.</u>
		<u>SUITE 108</u>
		<u>HILLSIDE, IL 60162</u>

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

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

**ACCEPTANCE**

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

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

**CITY OF DES PLAINES**

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

Printed name: Michael G. Bartholomew

Title: City Manager

SPECIFICATIONS AND  
SCHEDULE OF PRICES

- The material proposed hot mix asphalt will be consistent with that specified in Section 1030 of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, current edition. The vendor's total bid price shall include all costs for supplying material
- Vendor will provide location, hours of operation, and contact numbers of the asphalt plant where the owner will be picking up material.

SCHEDULE OF PRICING

Product Item No.	Description of Product	**Estimated Quantity of Product	Unit Price of Product Per ton	**Extension
1	IDOT spec Hot Mix Asphalt	120 tons	45.00	\$5,400.00
2	Modified Surface Hot Mix Asphalt	3,200 tons	42.00	\$134,400.00

VENDOR PLANT LOCATION

ADDRESS	BUILDERS ASPHALT, LLC 2526 PRATT BLVD E/118 GROVE VILLAGE, IL
HOURS OF OPERATION	7:00am - 3:30pm
PLANT PHONE NUMBER	773-569-3400
OFFICE PHONE NUMBER	847-419-9000

\*\* Estimate only-per unit pricing utilized for contract



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: February 3, 2021

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

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

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

Subject: Reject All Bids and Rebid – City Hall 6<sup>th</sup> Floor Masonry Repairs

**Issue:** The 2021 City budget includes funding in the Facilities Replacement Fund account for City Hall 6<sup>th</sup> Floor Masonry Repairs. Five bids were received on January 26, 2021.

**Analysis:** The scope of work for this contract includes replacing the top 15 rows of brick courses directly above the sixth floor of City Hall, installation of weeps, and flashing with a drip edge. The base bid included all items listed per the scope of work with additional pricing requested in the event the top copings need to be removed and replaced during the construction process. Of the five bids received bids only three bids included the additional pricing for top coping removal and replacement. Due to this discrepancy in bids this project is recommended to be rebid. A summary of the bids is listed below:

Company	Base Bid
BP&T Construction	\$193,800
Continental Construction Co., Inc.	\$195,000
JLJ Contracting, Inc.	\$220,000
Grove Masonry Maintenance, Inc.	\$228,988
Berglund Construction	\$295,000

**Recommendation:** We recommend rejecting all bids received for the City Hall 6<sup>th</sup> Floor Masonry Repairs and rebidding the project.

**Attachments:**  
Resolution R-39-21

**CITY OF DES PLAINES**

**RESOLUTION R - 39 - 21**

**A RESOLUTION REJECTING ALL BIDS FOR CITY HALL  
6<sup>TH</sup> FLOOR MASONRY REPAIR SERVICES.**

**WHEREAS**, the 2021 City Budget includes funding in the Facilities & Grounds Maintenance account for City Hall 6<sup>th</sup> Floor Masonry Repair services ("**Work**"); and

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

**WHEREAS**, the City received five bids, which were opened on January 26, 2021; and

**WHEREAS**, upon reviewing the bids, the City found discrepancies in the five bids received and, therefore, desires to reject all bids and re-advertise for bids for the Work; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to reject all bids;

**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: REJECTION OF BIDS.** Pursuant to Section 1-10-4.B of the City Code and the home rule powers of the City, the City Council rejects all bids for the Work and directs the City Manager, or his designee, to inform the bidders thereof.

**SECTION 3: EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval according to law.

**[SIGNATURE PAGE FOLLOWS]**



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

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

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

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

ATTEST:

Approved as to form:

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

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

DP-Resolution Rejecting Bids for City Hall 6thh Floor Masonry Repair Services



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: February 3, 2021  
To: Michael G. Bartholomew, MCP, LEED-AP, City Manager  
From: Robert Greenfield, Superintendent of Utility Services *RG*  
Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering  
Timothy Watkins, Assistant Director of Public Works and Engineering  
Subject: SCADA System Upgrades

---

**Issue:** The 2021 Budget includes funding for Supervisory Control and Data Acquisition (SCADA) Upgrades.

**Analysis:** The City's SCADA system is utilized in the automation of operations to both the water and sewer systems. The current system was installed in 2005 and has reached its useful life. Since this system is technology based, the current software and equipment is no longer supported and replacement parts are not available.

We contacted Wunderlich-Malec Engineering, Inc., the City's consultant and integrator for SCADA, to provide us with solutions for this upgrade. Wunderlich-Malec evaluated our current system, determined the best options for replacement and provided a plan for a seamless upgrade. Wunderlich-Malec provided the City with Task Orders #2 and #3. Task Order #2 is for the replacement of Programmable Logic Controllers (PLCs), associated hardware, and programming in the amount of \$198,204.00. Task Order #3 is for the replacement of the actual software and associated programming in the amount of \$68,500.00.

**Recommendation:** We recommend the City Council approve Task Order #2 in the amount of \$198,204.00 and Task Order #3 in the amount of \$68,500.00 with Wunderlich-Malec Engineering, Inc., 6101 Blue Circle Drive, Eden Prairie, MN 55643. Source of funding will be CIP - Water/Sewer Fund, Professional Services and Improvements.

**Attachments:**

Attachment 1 – SCADA Cost Schedule Summary  
Resolution R-40-21  
Exhibit A – Task Order #2  
Exhibit B – Task Order #3

<b>SCADA COST SCHEDULE SUMMARY</b>		
<b>Locations:</b>		<b>Costs:</b>
Maple Pump Station		\$36,980.00
Central Pump Station		\$20,660.00
Dulles Tower		\$5,965.00
Oakton Tower		\$5,965.00
Holy Family Tower		\$5,965.00
Miner Tower		\$5,965.00
Howard Tower		\$5,965.00
River Rd LS		\$5,104.00
East River Rd LS		\$5,104.00
Ballard LS		\$5,104.00
Big Bend LS		\$5,104.00
Columbia LS		\$5,104.00
Wille Rd LS		\$5,104.00
Algonquin LS		\$3,445.00
Fargo LS		\$10,974.00
Lee St LS		\$10,974.00
Touhy LS		\$5,870.00
Miner Storm PS		\$5,104.00
Oakton Storm PS		\$5,104.00
Wheels Storm PS		\$5,104.00
O'Hare Storm PS		\$2,720.00
Levee 50 PS		\$10,000.00
PMP-1		\$3,470.00
PMP-2		\$3,470.00
PMP-3		\$3,470.00
PMP-4		\$3,470.00
PMP-5		\$3,470.00
PMP-6		\$3,470.00
VT SCADA		\$68,500.00
<b>Total:</b>		<b>\$266,704.00</b>

**CITY OF DES PLAINES**

**RESOLUTION R - 40 - 21**

**A RESOLUTION APPROVING TASK ORDERS NO. 2 AND NO. 3 UNDER A MASTER CONTRACT WITH WUNDERLICH-MALEC ENGINEERING, INC. FOR SCADA SYSTEM UPGRADES.**

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

**WHEREAS**, on July 6, 2020, the City Council approved Resolution R-121-20, which authorized the City to enter into a master contract ("**Master Contract**") with Wunderlich-Malec Engineering, Inc. ("**Consultant**") for the performance of professional SCADA integration services for the City as such services are needed over time; and

**WHEREAS**, the City desires to procure professional engineering services for the replacement of Programmable Logic Controllers (PLCs), associated hardware and programming ("**Controllers**"), and the replacement of the actual software and associated programming ("**Software**") (collectively, "**Engineering Services**"); and

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

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

**WHEREAS**, Consultant submitted a proposal for the replacement of the Controllers in the amount of \$198,204.00 and a proposal and for the replacement of the Software in the amount of \$68,500.00; and

**WHEREAS**, the City has sufficient funds in the Water/Swer Fund for the procurement of the Engineering Services from Consultant; and

**WHEREAS**, the City desires to enter into Task Orders No. 2 under the Master Contract for the procurement of the Controllers from Consultant in the not-to-exceed amount of \$198,204.00 ("**Task Order No. 2**"); and

**WHEREAS**, the City desires to enter into Task Orders No. 3 under the Master Contract for the procurement of the Software from Consultant in the not-to-exceed amount of \$68,500.00 ("**Task Order No. 3**"); and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to enter into Task Order No 2 and Task Order No. 3 with Consultant;

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

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

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

**SECTION 3: APPROVAL OF TASK ORDER NO. 2.** The City Council hereby approves Task Order No. 2 in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

**SECTION 4: AUTHORIZATION TO EXECUTE TASK ORDER NO. 2.** The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, the final Task Order No. 2.

**SECTION 5: APPROVAL OF TASK ORDER NO. 3.** The City Council hereby approves Task Order No. 3 in substantially the form attached to this Resolution as **Exhibit B**, and in a final form to be approved by the General Counsel.

**SECTION 6: AUTHORIZATION TO EXECUTE TASK ORDER NO. 3.** The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, the final Task Order No. 3.

**SECTION 7: EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval according to law.

**[SIGNATURE PAGE FOLLOWS]**

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

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

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

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

ATTEST:

Approved as to form:

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

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

DP-Resolution Approving Task Orders No 2 and No 3 with Wunderlich-Malec Service Inc for SCADA System Upgrades

TASK ORDER NO. 2

In accordance with Section 1.2 of the Master Contract dated July 6, 2020 between the City of Des Plaines (the “City”) and Wunderlich-Malec Engineering, Inc. (the “Contractor”), the Parties agree to the following Task Number 2:

1. **Contracted Services:** Replacement of Programable Logic Controllers (PLCs), \_\_\_\_\_  
associated hardware and programming. \_\_\_\_\_  
\_\_\_\_\_

2. **Project Schedule** (attach schedule if appropriate): \_\_\_\_\_  
N/A  
\_\_\_\_\_  
\_\_\_\_\_

3. **Project Completion Date:**

All Contracted Services must be completed on or before: December 31, 2021

4. **Project Specific Pricing** (if applicable): \_\_\_\_\_  
\$198,204.00  
\_\_\_\_\_  
\_\_\_\_\_

5. **Additional Changes to the Master Contract** (if applicable): \_\_\_\_\_  
N/A  
\_\_\_\_\_  
\_\_\_\_\_

**ALL OTHER TERMS AND CONDITIONS OF THE MASTER CONTRACT REMAIN UNCHANGED.**

[Signature page follows]

**CITY**

**CONTRACTOR**

\_\_\_\_\_  
Signature  
Director of Public Works  
And Engineering

\_\_\_\_\_, 20\_\_\_\_  
Date

**Erick Carlson**

Copied by Erick Carlson  
DN: C=US, E=erick.carlson@cmang.com, O="Windsor-Matic Services, Inc.",  
OU=IT, CN=Erick Carlson  
-----  
Printed: Des Plaines, IL  
Printed: Last printing: 04/26/2007  
Contact: 815.813.8841  
Fax: 815.813.2827

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_, 20\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature  
City Manager

\_\_\_\_\_, 20\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature  
City Manager

\_\_\_\_\_, 20\_\_\_\_  
Date



January 12, 2020

Mr. Timothy Watkins  
Assistant Director Public Works and Engineering  
City of Des Plaines, Public Works and Engineering  
1111 Joseph Schwab Road  
Des Plaines, IL 60016

Re: Task Order #2 - PLC Replacement Proposal  
WME Proposal #201208wg1\_rev\_a

Dear Tim:

We are pleased to offer the following proposal for your consideration and acceptance. Our proposal is based on our recent discussions and is as follows:

A. Maple Street Pump Station and Reservoir

This station is controlled by two Allen Bradley 1746-L552 (SLC5/05) controllers. The controller in chassis #1 controls the four booster pumps, the reservoir fill valve and monitors miscellaneous signals at pumping station. The controller in chassis #2 can monitor twelve lift stations. An Allen Bradley 1769-L33ER (CompactLogix) controller controls the chlorination systems. A Utilitinet radio provides remote communications.

We recommend replacing the SLC5/05 controllers with one 1769-L33ER (CompactLogix) controller with 1769 Compact I/O. We also recommend adding one 2711P-T15C22D9P Panelview OIP to provide operator interface redundancy. We will convert the existing Logix 500 program to Logix 5000 and change all of the messaging to correct issues we have discovered. We will remove the old hardware and install the new hardware. And we will test the converted system.

Total price for the equipment and services described above is **\$36,980.00** net, excluding sales and use taxes.

In our proposal for Task Order #1, we recommended establishing an AirFiber link between Maple Street and City Hall. However; the existing Utilitinet radio system needs to be operational until those sites being monitored via radio are converted to the proposed cellular system.

B. Central Road Pump Station and Reservoir

This station is controlled by two Allen Bradley controllers. A 1764-L24AWA (ML1500) controller controls the four booster pumps, the reservoir fill valve and monitors miscellaneous signals at the pumping station. A 1756-L72 (ControlLogix) controller

controls the water supply from the Northwest Water Commission. This PLC is monitored by a Panelview OIP. These controllers are networked together through a DeviceNet network. A Utilinet radio provides remote communications.

We recommend replacing the ML1500 controller with 1769 Compact I/O and an EtherNet adaptor module. We would then implement the control currently resident in the ML1500 in the existing ControlLogix controller. Note this will require removal of the existing DeviceNet cable and installation of a new Cat6 EtherNet cable.

Total price for the equipment and services described above is **\$20,660.00** net, excluding sales and use taxes.

In our proposal for Task Order #1, we recommended establishing an AirFiber link between Central Road and City Hall. However; the existing Utilinet radio system needs to be operational until those sites being monitored are converted to the proposed cellular system.

#### C. Water Towers

The water towers are monitored by Allen Bradley 1764-L24AWA (ML1500) controllers. Unless as noted, Utilinet radios provide remote communications.

1. Dulles Street Water Tank (Sierra Wireless cellular only)
2. Oakton Street Water Tank (and AirFiber)
3. Holy Family Water Tank
4. Miner Street Water Tank
5. Howard Street Water Tank

We recommend replacing the ML1500 controllers with an Allen Bradley 1769-L24ER-QB1B (CompactLogix) controllers. This selection will allow reuse of the existing 1769 Compact I/O. We also recommend replacing the Utilinet radios, using either the existing Ubiquiti AirFiber or Ubiquiti LTU Pro. If desired, the existing Ubiquiti AirFiber at the Oakton Street Water Tank could be relocated to Central Road and a new LTU Pro installed as a replacement. This would require it's corresponding pair at City Hall to be reaimed for communications.

Total price for the equipment and services described above is **\$5,965.00** net each, excluding sales and use taxes.

#### D. Lift Stations

The following lift stations include leased line telephone dialers

1. River Road LS (ANTX)
2. East River Road LS (Sensaphone)
3. Ballard LS (ANTX)
4. Big Bend LS (ANTX)
5. Columbia LS (ANTX)
6. Wille Road LS (Protalk)

At each of these sites we propose to remove the existing dialer and install an Allen Bradley 1769-L24ER-QB1B (CompactLogix) controller, a Sierra Wireless cell modem and a 24VDC power supply with DC UPS. The cell modem will be provided by the City.

Total price for the equipment and services described above is **\$5,104.00** net each, excluding sales and use taxes.

The following lift station includes an Allen Bradley 1766-L32AWAA (Micrologix) controller and a Sensaphone leased line telephone dialer. A Sensus Smart Gateway monitors wet well level and two (minor and major) alarms.

1. Algonquin Road LS

At this site we propose to remove the existing dialer and install a Sierra Wireless cell modem. The cell modem will be provided by the City.

Total price for the equipment and services described above is **\$3,445.00** net each, excluding sales and use taxes.

The following lift stations include leased alarm lines

1. Fargo LS
2. Lee Street LS
3. Miner LS
4. Oakton PS
5. Wheels LS

At each of these sites we propose to remove the existing dialer and install an Allen Bradley 1769-L24ER-QB1B (CompactLogix) controller, a Sierra Wireless cell modem and a 24VDC power supply with DC UPS. The cell modem will be provided by the City.

Total price for the equipment and services described above is **\$5,104.00** net each, excluding sales and use taxes. The Fargo and Lee Street stations don't have adequate mounting space for the proposed equipment, so an auxiliary panel is required. Add **\$5,870.00** net each to furnish and install a NEMA 4X panel with the proposed components factory installed.

The following lift station is scheduled for replacement/upgrade.

1. Touhy LS

**No work is contemplated at this site.**

The following lift station includes an Allen Bradley 1768-L43 (CompactLogix) controller with 1769 Compact I/O, a 1768-EWEB Web Server and a Sierra Wireless Cellular communication link.

1. O'Hare Pump Station

At this station we propose to remove the Web Server and provide direct integration of the station into the SCADA system through the cellular network.

Total price for the services described above is **\$2,720.00** net, excluding sales and use taxes.

The following lift station includes an Allen Bradley

The following lift station includes a redundant Allen Bradley 1756-Lxx (ControlLogix) controller and an AirFiber communication link.

1. Levee 50 PS

**No work is contemplated at this site.**

If desired, the existing Ubiquiti AirFiber at this site could be relocated to Maple Street and a new LTU Pro installed as a replacement. This would require it's corresponding pair to be moved from Public Works to City Hall and to be aimed at Levee 50 for communications.

E. Pressure Monitoring Stations

The water towers are monitored by Allen Bradley 1764-L24AWA (ML1500) controllers. Unless as noted, Utilitinet radios provide remote communications.

1. PMP-1
2. PMP-2 (Sierra Wireless Cellular)
3. PMP-3
4. PMP-4
5. PMP-5
6. PMP-6

At each of these sites we propose to remove the existing radio (except at PMP-2) and install an Allen Bradley 1769-L24ER-QB1B (CompactLogix) controller, and a Sierra Wireless cell modem (except at PMP-2) The cell modem will be provided by the City.

Total price for the equipment and services described above is **\$3,470.00** net each, excluding sales and use taxes.

We trust this proposal meets with your needs. Should you have any questions, please call me at 847-691-9542.

Very truly yours,

*Bill Graham*

SIGNED ELECTRONICALLY

Bill Graham  
Wunderlich-Malec Environmental  
"Employee Owned, Customer Committed"

CC: Eric Carlson  
Brad Alexander

TASK ORDER NO. 3

In accordance with Section 1.2 of the Master Contract dated July 6, 2020 between the City of Des Plaines (the “City”) and Wunderlich-Malec Engineering, Inc. (the “Contractor”), the Parties agree to the following Task Number 3:

1. **Contracted Services:** Replacement of operating system software and programming.

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2. **Project Schedule** (attach schedule if appropriate): \_\_\_\_\_

N/A

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3. **Project Completion Date:**

All Contracted Services must be completed on or before: December 31, 2021

4. **Project Specific Pricing** (if applicable): \_\_\_\_\_

\$68,500.00

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5. **Additional Changes to the Master Contract** (if applicable): \_\_\_\_\_

N/A

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**ALL OTHER TERMS AND CONDITIONS OF THE MASTER CONTRACT REMAIN UNCHANGED.**

[Signature page follows]

**CITY**

**CONTRACTOR**

\_\_\_\_\_  
Signature  
Director of Public Works  
And Engineering

\_\_\_\_\_, 20\_\_\_\_  
Date

**Erick Carlson**  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_, 20\_\_\_\_  
Date

Digitally signed by Erick Carlson  
DN: cn=Erick Carlson, o=City of Des Plaines, ou=City of Des Plaines, email=erick.carlson@cityofdesplaines.org, c=US  
Reason: I am approving this document  
Date: 2021.01.28 15:14:07-0500

If greater than, \$[2,500], the City Manager’s signature is required.

\_\_\_\_\_  
Signature  
City Manager

\_\_\_\_\_, 20\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature  
City Manager

\_\_\_\_\_, 20\_\_\_\_  
Date

January 27, 2021

Mr. Timothy Watkins  
Assistant Director Public Works and Engineering  
City of Des Plaines, Public Works and Engineering  
1111 Joseph Schwab Road  
Des Plaines, IL 60016

Re: Task Order #3 – SCADA Conversion Proposal  
WME Proposal #210113wg1\_rev\_a

Dear Tim:

We are pleased to offer the following proposal for your consideration and acceptance. Our proposal is based on our recent discussions and is as follows:

### **Existing Conditions**

The City's SCADA System is based on Intelution iFix SCADA software with servers located at the Maple Street Reservoir and Pump Station and the Levee 50 Pump Station. The City also has several client instances providing remote access to the SCADA system. The iFix installation is problematic due to its age, support costs and uncertain product life.

### **Replacement Recommendation**

We recently evaluated three companies (Wonderware InTouch, Rockwell Factory Talk, and Trihedral VT SCADA) based on purchase cost, support cost, ease of integration and suite of features and determined that VT SCADA is the best solution for the City to replace iFix SCADA. VT SCADA provides the capability to deploy a redundant server architecture with unlimited remote clients, an integrated historian, automatic trending, unlimited alarm and event logging, alarm notification (email, SMS, and voice) and ODBC connectivity to parse CSV data from your Sensus system.

We have selected a 5k Tag Dual Server Premium Bundle which includes:

1. Redundant 5k Tag Runtimes
2. Redundant 5k Tag Alarm Notifications
3. Unlimited thin clients
4. ODBC Connections for reporting tools
5. Development Tools for Tags and Screens
6. First year, 24/7 Emergency Support
7. \$1,000 Credit toward a regularly scheduled training class



Our selection of 5K Tag licensing is based on our review of panel drawings for the Central, Maple, Levee 50, O'Hare, Algonquin and Holy Family programmable controllers and adding the resulting tags to duplicate Holy Family for the remaining Water Tanks and Algonquin for the remaining Lift Stations. To that we added tags for the PMPs. The resulting tag count from this calculation shows 1,325 physical I/O. VT SCADA has licensing options for 1K, 5K, 10K and 25K tags and we feel that 5K is the best fit for your system.

Total price for the equipment and services described above is **\$68,500.00** net, excluding sales and use taxes.

Continuing support costs are approximately **\$3,000.00** per year, which will be billed directly by Trihedral to the City. SupportPlus Service includes

1. VTScada software
2. Phone, email, and fax coverage, M-F, 8AM-4PM ET.
3. Next business day response guarantee.
4. Product version upgrades

We trust this proposal meets with your needs. Should you have any questions, please call me at 847-691-9542.

Very truly yours,

*Bill Graham*

SIGNED ELECTRONICALLY

Bill Graham  
Wunderlich-Malec Environmental  
"Employee Owned, Customer Committed"

## Standard Terms of Sale

1. Applicable Terms. These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. Payment. Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval.
3. Delivery. Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, Delivery terms are F.O.B. Seller's facility. Unless Seller's Documentation provides otherwise, Buyer shall be solely responsible for unloading, storing, assembling and installation of the Equipment.
4. Ownership of Materials. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
5. Changes. Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
6. Warranty. Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within 18 months from delivery or 1 year from acceptance, whichever occurs first (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefor. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller). THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
7. Indemnity. Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. Force Majeure. Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
9. Cancellation. If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
11. Miscellaneous. If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of Minnesota without regard to its conflict of law's provisions.



MEMORANDUM

**Date:** January 29, 2021  
**To:** Mayor Bogusz and Aldermen of the City Council  
**From:** Michael G. Bartholomew, City Manager *MB*  
**Subject:** Renewal of Intergovernmental Agreement with the O'Hare Noise Compatibility Commission (ONCC)

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**Issue:** Our agreement with the City of Chicago/O'Hare Noise Compatibility Commission (ONCC) ended on December 31, 2020.

**Analysis:** The purpose of the ONCC is to address concerns regarding noise generated by the operation of O'Hare International Airport. Therefore, for the benefit of the residents who reside in areas closest to the airport, Alderman Chester, serving in his capacity as liaison to the Commission, has advised the City to renew this agreement for the term January 1, 2021 to December 31, 2025.

**Recommendation:** Alderman Malcolm Chester recommends the City Council approve the resolution and execute the intergovernmental agreement as presented.

**Attachments:**

Resolution R-44-21  
Exhibit A: ONCC Intergovernmental Agreement

CITY OF DES PLAINES

RESOLUTION R - 44 - 21

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT REGARDING THE O'HARE NOISE COMPATIBILITY COMMISSION.**

**WHEREAS**, the O'Hare Noise Compatibility Commission ("**Commission**") was established pursuant to Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, pursuant to an intergovernmental agreement ("**Intergovernmental Agreement**") by and between certain municipalities, school districts, representatives of unincorporated areas, and representatives of certain City of Chicago wards located within a geographic area adjacent to O'Hare International Airport defined in the Intergovernmental Agreement ("**Commission Area**"); and

**WHEREAS**, the purpose of the Commission is to address concerns regarding noise generated by the operation of O'Hare International Airport by: (i) developing and implementing "Noise Compatibility Projects" and "Noise Compatibility Programs" within the Commission Area; (ii) overseeing a noise monitoring system; and (iii) advising the City of Chicago regarding issues related to noise generated by O'Hare International Airport; and

**WHEREAS**, the City is a party to the Intergovernmental Agreement and a member of the Commission; and

**WHEREAS**, the Intergovernmental Agreement expired on December 31, 2020; and

**WHEREAS**, in order to continue its membership in the Commission, the City must enter into a successor intergovernmental agreement with the other members of the Commission ("**Successor Agreement**"); and

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

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

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

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

**SECTION 3: AUTHORIZATION TO EXECUTE SUCCESSOR AGREEMENT.**

The City Council hereby authorizes and directs the Mayor and the City Clerk to execute and seal, on behalf of the City, the final Successor 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**

## **INTERGOVERNMENTAL AGREEMENT RELATING TO THE O'HARE NOISE COMPATIBILITY COMMISSION**

This agreement, effective January 1, 2021, succeeds the previous agreement that was approved by the Chicago City Council and which went into effect on January 1, 2016, which expires under its own terms on December 31, 2020. It is entered into by the City of Chicago, a municipality and home rule unit of government under the Illinois Constitution of 1970, by and through the Chicago Department of Aviation, and the undersigned Members, organized under the laws of the State of Illinois. In consideration of the mutual agreements contained in this Agreement, the City of Chicago and each Member agree as follows:

### **Section 1. Establishment of O'Hare Commission; Purposes.**

The O'Hare Noise Compatibility Commission ("O'Hare Commission") is hereby established pursuant to Section 10 of Article VII of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act. The purposes of the Commission are to: (a) determine certain Noise Compatibility Projects and Noise Compatibility Programs to be implemented in the O'Hare Commission Area; (b) oversee an effective and impartial noise monitoring system; (c) advise the City concerning O'Hare-related noise issues; and (d) provide a forum for direct citizen engagement.

### **Section 2. Definitions.**

Whenever used in this Agreement, the following terms shall have the following meanings:

*"Advisory Member"* means an authorized representative of the Archdiocese of Chicago, the Diocese of Joliet, or any other non-governmental elementary and secondary school located in the O'Hare Commission Area who shall serve as a special advisory Member of the O'Hare Commission as provided in Section 3.D. of this Agreement, but who shall have no voting powers on the O'Hare Commission and shall not be parties to the Agreement.

*"Alternate"* means a Designee's substitute.

*"Chicago TRACON Boundary"* means the area depicted in Appendix B.

*"City"* means the City of Chicago. The Commissioner of Aviation or his or her Alternate (or any successor thereto) shall have the sole authority to undertake the City of Chicago's obligations and responsibilities under this Agreement, and the City shall act by and through the Commissioner of Aviation or his or her Alternate (or any successor thereto) for purposes of this Agreement, except as otherwise set forth in this Agreement.

*"Designee"* means a Member's chief elected officer for a municipality other than the City, the Commissioner of Aviation for the City, chief elected officer for a county, or the superintendent or chief executive for a school district.

“*FAA*” means the Federal Aviation Administration or any successor agency.

“*Member*” means, at any time, each city, village, public school district, or county located in the O’Hare Commission Area that has executed a counterpart of this Agreement on the basis set forth in this Agreement, other than the City. In addition, “*Member*” shall include Wards 36, 38, 39, 40, 41, and 45 of the City of Chicago (“*Chicago Ward Members*”) as set forth in Section 3.B.(iii) of this Agreement, who shall be eligible to participate as individual Members on the O’Hare Commission upon approval and execution of this Agreement by the City.

“*Noise Compatibility Programs*” means programs, including but not limited to the Residential Sound Insulation Program and the School Sound Insulation Program, which address aircraft noise concerns in the O’Hare Commission Area as determined by the O’Hare Commission in cooperation with the City.

“*Noise Compatibility Projects*” means the noise compatibility projects (including administrative costs) in the O’Hare Commission Area which are eligible for funding based on FAA regulations and grant assurances, which have been identified as eligible for participation in Noise Compatibility Programs as determined by the O’Hare Commission in cooperation with the City based on criteria adopted by the O’Hare Commission, and for which there is available funding. Noise Compatibility Projects include, but are not limited to, the sound insulation of homes and schools and/or providing the funding for such sound insulation to be implemented. Participation in a Noise Compatibility Program or receipt of a Noise Compatibility Project shall be voluntary on the part of the relevant property owner.

“*O’Hare*” means Chicago O’Hare International Airport.

“*O’Hare Commission Area*” means the Illinois area within the Chicago TRACON Boundary with an interest in O’Hare-related aircraft noise issues, which area includes but is not limited to the following municipalities, counties (which shall represent their respective residents in unincorporated areas), and public school districts: (i) the City of Chicago, Addison, Arlington Heights, Bartlett, Bensenville, Bloomingdale, Des Plaines, Downers Grove, Elmhurst, Elmwood Park, Franklin Park, Glenview, Hanover Park, Harwood Heights, Hoffman Estates, Itasca, Lincolnwood, Maywood, Melrose Park, Mount Prospect, Niles, Norridge, Northlake, Palatine, Park Ridge, River Forest, River Grove, Rolling Meadows, Rosemont, Schaumburg, Schiller Park, South Barrington, St. Charles, Stone Park, Wayne, and Wood Dale; (ii) Cook County and DuPage County; and (iii) School Districts 2, 7, 48, 59, 63, 64, 80, 81, 84, 84.5, 85.5, 86, 87, 88, 89, 100, 205, 207, 214, 234, 299, and 401. Municipalities, counties, and public school districts may be added to the O’Hare Commission Area as provided in Section 7.G.

“*Part 150 Plan*” means a noise abatement and land use compatibility plan developed pursuant to 14 CFR Part 150, or any successor provision.

“*Residential Sound Insulation Program*” means the program determined by the O’Hare Commission in cooperation with the City to provide sound insulation to homes in the O’Hare Commission Area that are affected by O’Hare-related aircraft noise, and that are eligible for sound

insulation pursuant to FAA guidelines and regulations and eligibility criteria established by the O'Hare Commission in cooperation with the City, and for which there is available funding.

"*School Sound Insulation Program*" means the program determined by the O'Hare Commission in cooperation with the City to provide sound insulation to schools in the O'Hare Commission Area that are affected by O'Hare-related aircraft noise, and that are eligible for sound insulation pursuant to FAA guidelines and regulations and eligibility criteria established by the O'Hare Commission in cooperation with the City, and for which there is available funding.

"*TRACON*" means Terminal Radar Approach Control facility.

### **Section 3. Composition and Organization.**

A. In order for a person to participate as a Designee, the city, village, public school district, or county represented by such person must have approved and executed a counterpart of this Agreement by February 28, 2021, or pursuant to Section 7.G. of this Agreement, except that the Chicago Ward Members shall be eligible to participate as individual Members of the O'Hare Commission upon approval and execution of this Agreement by the City.

B. The O'Hare Commission shall consist of the (i) chief elected officer or other Alternate of each of the municipalities and counties in the O'Hare Commission Area, except that the Commissioner of Aviation, or his or her Alternate, shall represent the City in an *ex officio* capacity; (ii) the superintendent, or chief executive, or other Alternate of each public school district serving any portion of the O'Hare Commission Area; and (iii) Chicago Ward Designees, who shall be appointed by the Mayor of the City of Chicago. An individual may serve as a Designee or an Alternate for only one Member, except that Chicago Ward Designees shall not have an Alternate.

C. The O'Hare Commission Area includes municipalities, counties, Chicago wards, and public school districts with an interest in O'Hare-related noise issues, and a principal purpose of this Agreement is to provide a forum for those municipalities, counties, Chicago wards, and public school districts to work together with the City on a cooperative basis in addressing these issues.

D. The Archdiocese of Chicago, the Diocese of Joliet, and other non-governmental elementary and secondary schools located in the O'Hare Commission Area may serve as special Advisory Members of the O'Hare Commission. Advisory Members may participate fully in the deliberations of the O'Hare Commission, but shall have no voting powers and shall not be parties to this Agreement.

E. The O'Hare Commission's Executive Committee shall be comprised of a Chair, Vice Chair, Executive Director, and any other officers that it deems necessary. The O'Hare Commission shall elect annually from its Designees or Alternates a Chair and a Vice Chair and any other officers that it deems necessary. The O'Hare Commission shall appoint, retain, and employ an Executive Director and such other staff, professional advisors, and consultants as may



be needed to carry out its powers and duties. The appointment of the Executive Director must be approved by a simple majority of the Members of the O'Hare Commission.

F. Unless otherwise specified in the bylaws, a majority of the Members of the O'Hare Commission in good standing shall constitute a quorum for the transaction of business. Except as provided for in Section 7.H., a concurrence of a simple majority of the quorum shall be necessary for the approval of any action by the O'Hare Commission. The O'Hare Commission shall establish a schedule of regular meetings in accordance with its bylaws ("Regular Meetings"), and special meetings may be called by the City or any five Members of the O'Hare Commission upon at least seven days' written notice to the City, each Member, and each Advisory Member.

#### **Section 4. O'Hare Commission Powers and Duties.**

A. The O'Hare Commission shall have the following duties and powers:

(1) The O'Hare Commission shall determine certain Noise Compatibility Programs and Noise Compatibility Projects to be implemented in the O'Hare Commission Area in cooperation with the City as set forth in Appendix A, and shall establish criteria for participation in such Noise Compatibility Programs and for determining the priorities for providing such Noise Compatibility Projects.

(2) The O'Hare Commission may make recommendations to the City regarding noise reduction programs at O'Hare including, but not limited to, the use of new technologies and flight patterns, preferential runway usage, the implementation of sound insulation programs, the use of ground run-up enclosures, and the implementation of FAA standard noise abatement, take-off, and high altitude approach procedures. No such recommendations shall be submitted to the FAA or implemented by the City without the prior approval of the O'Hare Commission. The O'Hare Commission also shall cooperate with the City in seeking agreements with the airlines using O'Hare and the FAA, as appropriate, with respect to aircraft noise mitigation and related matters.

(3) The O'Hare Commission may advise the City concerning any Part 150 Plan concerning O'Hare. The City shall not submit any such plan or any subsequent revision proposed by the City to the FAA without allowing the O'Hare Commission 60 days to review it and submit written recommendations to the City for consideration.

(4) The O'Hare Commission may request and, except as set forth below, the City shall provide full access to all publicly available documents relating to: (i) any O'Hare noise monitoring, (ii) any O'Hare-related Noise Compatibility Project proposed or undertaken in whole or in part by the City, and (iii) any recommendations or submissions to the FAA by the City related to airport noise mitigation related to O'Hare. Such requests may not impose an undue burden upon the City or interfere with its operations. In such circumstances, the City shall extend to the O'Hare Commission an opportunity to confer with it in an attempt to reduce the request to manageable proportions.

(5) Neither the O'Hare Commission, nor any of its Members, representatives, agents, employees, consultants, or professional advisors shall use, or assist other persons in using FAA

flight data for O'Hare and/or Chicago Midway International Airport ("Data") in legal actions to enforce noise abatement policy or regulations without prior approval of the FAA, and shall not release such Data without notice to and consultation with the FAA. The O'Hare Commission and its Members, representatives, agents, employees, consultants, or professional advisors shall not release the Data for use by law enforcement agencies or for use in any civil litigation except as otherwise required by law. If the O'Hare Commission or any of its Members, representatives, agents, employees, consultants, or professional advisors are required by law to release such Data, they shall notify the FAA before doing so. This notification must be provided promptly after the O'Hare Commission or any of its Members, representatives, agents, employees, consultants, or professional advisors receives a request or requirement to release the Data, and prior to the release of the Data. The O'Hare Commission and its Members, representatives, agents, employees, consultants, or professional advisors shall not release Data if advised by the FAA that the Data contains any information deemed sensitive at the sole discretion of the FAA, unless required by law to release such Data.

(6) The O'Hare Commission shall adopt an annual expense budget for each fiscal year, which shall be consistent with the City of Chicago fiscal year. The O'Hare Commission's expense budget shall be adopted at least 30 days prior to the commencement of each such fiscal year. The O'Hare Commission's expense budget shall be funded by the City and any grants received pursuant to Section F of Appendix A of this Agreement, following the evaluation and approval by the City of the proposed budget request.

(7) The O'Hare Commission shall have the power to sue and be sued and to take any other action necessary to perform its powers under this Agreement. No funds received by the O'Hare Commission from the City shall be used for legal services or other costs in connection with any action by the O'Hare Commission against the City, its officers or employees, or any airline using O'Hare, except for enforcement of the provisions of this Agreement. The City will indemnify, defend, and hold harmless Members from any and all claims, costs, expenses, including attorney's fees, damages, judgments and court costs arising out of the Member's participation in the O'Hare Commission. Members shall promptly provide to the City copies of any notices Members may receive of any claims, actions, fines, proceedings or suits as may be given or filed in connection with the Member's participation in the O'Hare Commission.

(8) The O'Hare Commission shall undertake any procurement activities in accordance with this Agreement and pursuant to applicable law.

(9) The O'Hare Commission shall adopt bylaws for the conduct of its meetings consistent with the powers enumerated herein.

B. A record of proceedings and documents of the O'Hare Commission shall be maintained, which shall be available for inspection by the City, each Member, each Advisory Member, and the public as permitted by law. The accounts of the O'Hare Commission shall be subject to an annual audit by a qualified independent public accountant.

C. The powers and duties of the O'Hare Commission shall be limited to those expressly set forth in this Section and in Appendix A of this Agreement.

**Section 5. Term of Agreement.**

A. This Agreement shall be effective January 1, 2021, and shall terminate on December 31, 2025, unless otherwise terminated with the written consent of the City and two-thirds of the Members. The term of this Agreement may be extended upon the approval of the City and any Member which wishes to extend the term of the Agreement. If any Member defaults in any material respect in the performance of any of its duties or obligations under this Agreement, and such default continues for 30 days after the O'Hare Commission notifies the Member, the O'Hare Commission may terminate the defaulting Member's participation as a party to this Agreement. A material default by a Member shall include, but is not limited to, failure to comply with Section 6.

B. Any Member may withdraw as a Member of the O'Hare Commission at any time by providing 60 days advance written notice of its intent to withdraw to the City and the O'Hare Commission. Each such written notice shall be accompanied by a certified copy of a resolution or other official action of such Member's legislative body authorizing such withdrawal. Following its withdrawal from the O'Hare Commission, the Member shall cease to exercise any of its rights under this Agreement and to be responsible for any subsequent obligation incurred by the O'Hare Commission.

C. The City may terminate this Agreement at any time after January 1, 2021, upon 180 days prior written notice to each Member and each Advisory Member. Following the City's termination of this Agreement, the rights and obligations of each party to this Agreement shall terminate.

**Section 6. Attendance Policy**

A. Members' Designees or Alternates shall attend the majority of Regular Meetings in a calendar year. If a Members' Designee or Alternate misses three consecutive or the majority of Regular Meetings in a single calendar year, the Member will receive written notification from the Executive Director that it will be temporarily suspended from the O'Hare Commission for a period of one year, which shall begin on the date of the written notification.

B. Temporary suspension will involve the loss of membership and voting privileges for that one-year period from the date of the suspension. During the temporary suspension, suspended Members may attend meetings and participate in discussions as members of the public, but will not count as part of the voting quorum and will not be eligible to vote.

C. At any time during its one-year temporary suspension, a Member may appeal its temporary suspension by submitting a written request to the Executive Director due to a change in circumstances. Reinstatement of the Member shall be governed by the bylaws.

D. No later than 30 days following the end of the temporary suspension period, a Member may submit a written request to the Executive Director to be reinstated. Reinstatement of the Member shall be governed by the bylaws. If the Executive Director does not receive the

reinstatement request within 30 days after the end of the suspension period, then this Agreement shall be terminated between the City and the Member.

**Section 7. Miscellaneous.**

A. All notices hereunder shall be in writing and shall be given as follows:

If to the City, to:

Commissioner of Aviation  
Chicago Department of Aviation  
10510 W. Zemke Road  
Chicago, IL 60666

If to a Member, to the address set forth on the signature page of the counterpart of this Agreement executed by such Member, and, in the case of Chicago Ward Members, to such addresses and telephone numbers as they may provide to the O'Hare Commission. Members may provide an e-mail address for purposes of receiving notices.

All notices shall be effective upon receipt by U.S. mail or e-mail. Any Member may change the address or addresses for notices to be sent to it by giving notice to the O'Hare Commission.

B. No Member may assign its rights or obligations under this Agreement without the prior written consent of the City and the other Members.

C. The City shall not be responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Agreement or the implementation of a Noise Compatibility Program or a Noise Compatibility Project by a Member or other municipality or county. A Member shall not be responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Agreement or the implementation of a Noise Compatibility Program or a Noise Compatibility Project by the City, another Member, or another municipality or county. The City's financial obligations under this Agreement are limited to legally available airport revenues. Neither the City nor any Member shall be liable for any expenditures, indebtedness, or other financial obligations incurred by the O'Hare Commission unless the City or such Member has affirmatively agreed to incur such expenditure, indebtedness, or financial obligation. No Advisory Member shall be subject to any liabilities or obligations under this Agreement.

D. This Agreement and the bylaws authorized in Section 4.A.(9) constitutes the entire agreement of the parties with regard to the subject matter hereof. This Agreement shall not confer upon any person or entity other than the parties hereto any rights or remedies. Appendix A and Appendix B are incorporated herein and made a part of this Agreement.

E. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each

party. Each counterpart may vary in order to identify the Member, its address for notices, and its execution by an authorized officer. The execution of counterparts of this Agreement by a municipality, public school district, or county located in the O'Hare Commission Area prior to February 28, 2021, shall not require the consent of the O'Hare Commission, the City, or any Member.

F. This Agreement shall be governed and construed in accordance with Illinois law.

G. Any municipality, public school district, or county located in the O'Hare Commission Area that does not become a Member prior to February 28, 2021, may thereafter become a Member upon: (i) the approval of the City and a majority of the O'Hare Commission as set forth in Section 3.E. of this Agreement; and (ii) execution of a counterpart of this Agreement.

H. The approval of the City and two-thirds of the Members shall be required to amend this Agreement. Notice of any proposed amendment shall be transmitted to each Member and each Advisory Member at least ten days prior to the meeting of the O'Hare Commission at which any proposed amendment is to be first considered. Any amendment shall be effective on all parties hereto when counterparts are executed by the City and two-thirds of the Members.

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF CHICAGO**

By:

\_\_\_\_\_  
Commissioner  
Chicago Department of Aviation

\_\_\_\_\_ (Name of Member)

By:

\_\_\_\_\_  
Authorized Officer

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## APPENDIX A

### Implementation of Noise Compatibility Programs and Projects

In connection with the development and implementation of Noise Compatibility Programs and Noise Compatibility Projects in the O'Hare Commission Area, the City and the O'Hare Commission shall have the following duties and responsibilities:

A. The Members of the O'Hare Commission shall direct the further development of the Noise Compatibility Programs for the O'Hare Commission Area. The Members of the O'Hare Commission shall establish criteria for the equitable allocation of Noise Compatibility Projects and approved airport revenues (including by not limited to FAA Airport Improvement Program ("AIP") grants, Passenger Facility Charge ("PFC") funds, and General Airport Revenue Bonds, and/or bonds backed by such funding sources) within the O'Hare Commission Area and the priorities for providing Noise Compatibility Projects, subject in each case to approval by the FAA and in compliance with all applicable FAA regulations and grant assurances, as well as other applicable law, and subject to available funding.

B. The City shall retain all necessary powers to satisfy the assurances made to the FAA in connection with the expenditure of airport revenues, including eligibility for sound insulation and/or sound insulation funding that is paid by airport revenues. The City shall enter into all agreements and assurances and shall take all other actions that may be necessary to provide for the utilization of airport revenues on the basis set forth in this Appendix A. Each Member and municipality and county that receives Noise Compatibility Projects shall enter into all agreements and assurances, including agreements with and assurances to the City, shall execute any necessary certificates, records, and other documents, and shall take all other actions that may be necessary to obtain and maintain FAA approval for the use of the airport revenues as contemplated in this Appendix A. Neither the O'Hare Commission nor any Member shall take or omit to take any action if such action or omission violates restrictions on the use of airport revenues. The City shall not be obligated in any year to pay or utilize any amounts in excess of available airport revenues to carry out the purposes of this Appendix A.

C. The determination of eligibility to participate in a Noise Compatibility Program or receive a Noise Compatibility Project is not to be construed as an admission or determination of negative impact by aircraft noise or of liability for damages or any other injury relating to aircraft noise on the part of the City or the O'Hare Commission.

D. In the event they are determined to be eligible for participation in a Noise Compatibility Program, property owners in the O'Hare Commission Area shall not be required to pay any portion of the cost of any Noise Compatibility Project. Upon approval by the City and with the consent of the property owner, at its option the City may acquire homes that are subject to very high levels of aircraft noise.

E. Noise Compatibility Projects outside the City may be implemented through Members and other municipalities and counties located in the O'Hare Commission Area. A municipality and county may request that the City undertake a Noise Compatibility Project within



its corporate boundaries. Noise Compatibility Projects within the boundaries of the City shall be implemented by the City. The City may enter into agreements in connection with the planning and implementation of proposed Noise Compatibility Projects in the O'Hare Commission Area. The City shall provide administrative support and professional and technical assistance to the O'Hare Commission, each Member, and all other municipalities and counties located in the O'Hare Commission Area in connection with the operations of the O'Hare Commission and the planning and implementation of Noise Compatibility Projects. All procurement activities related to Noise Compatibility Projects shall be undertaken in accordance with applicable law.

F. The O'Hare Commission may receive grants from any source to be used for the purpose of discharging its duties and obligations in accordance with the provisions of this Appendix A, and also may make grants for such purposes. The O'Hare Commission may expend any such grants for purposes consistent with this Appendix A. The City and the O'Hare Commission shall each use its best efforts (including serving as the sponsor or applicant for federal grants) to obtain the maximum amount of federal funds in connection with any Noise Compatibility Projects, so as to maximize the availability and impact of the City's financial contribution to Noise Compatibility Projects in the O'Hare Commission Area.

G. The City shall install, operate, and maintain a permanent noise monitoring system ("System") at and around O'Hare. The purposes of the System include validation of the FAA-approved noise contour for O'Hare, assisting in determining the eligibility and priority of proposed Noise Compatibility Projects for schools, enhancing public understanding of aircraft noise issues, and monitoring trends in aircraft noise.

(1) The City may retain a third party vendor ("System Operator") selected by the City with the input of the O'Hare Commission to operate and maintain the System pursuant to an agreement between the City and the System Operator.

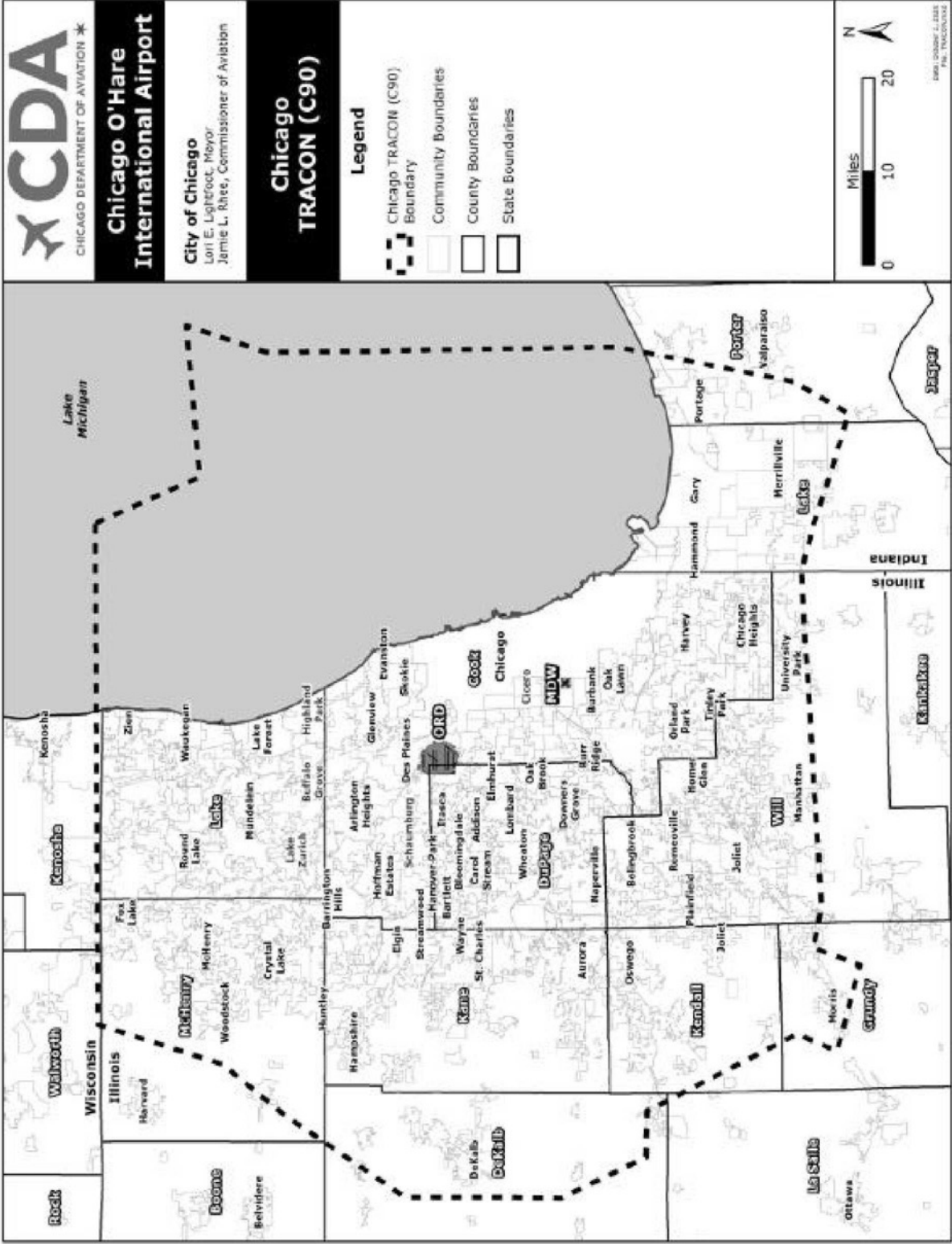
(2) At the request of the O'Hare Commission, the City may also retain and pay the cost of another third party vendor ("System Expert") to provide independent management oversight of the System. The System Expert shall be mutually selected by the City and the O'Hare Commission. The System Expert will be responsible for independently verifying data and system operation through the review of all inputs and operational aspects of the System. All reports prepared by the System Expert shall be provided directly to the City and the O'Hare Commission. The activities and duties of the System Expert shall be consistent in all respects with the applicable requirements of the FAA. If the O'Hare Commission requests the City to retain and pay for such a System Expert, the amount that the City is obligated to pay the System Expert shall not exceed \$200,000 per year, adjusted annually for inflation.

(3) The System shall include a minimum of 36 monitoring sites in the O'Hare Commission Area, plus such number of additional permanent monitoring sites as may be agreed upon by the City and the O'Hare Commission.

(4) The data collected by the System shall be made available by the City to the O'Hare Commission and any Member that requests such data. The City shall provide reports to the O'Hare Commission and any Member based on the data collected by the System.

(5) Neither the O'Hare Commission, nor any of its Members, representatives, agents, employees, consultants, or professional advisors shall use, or assist other persons in using, information generated by the System in violation of Section 4.A.(5) of this Agreement.

APPENDIX B



B-1



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

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

---

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

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

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

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

**Attachments:**

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

**CITY OF DES PLAINES**

**ORDINANCE M - 2 - 21**

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

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

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

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

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

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

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

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

**SECTION 4: DEFINITIONS.**

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

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

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

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

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

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

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

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

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

**ATTEST:**

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

Published in pamphlet form this  
\_\_\_\_ day of \_\_\_\_\_, 2021.

Approved as to form:

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

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



Know what's below.  
Call before you dig.

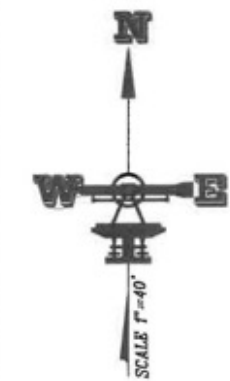
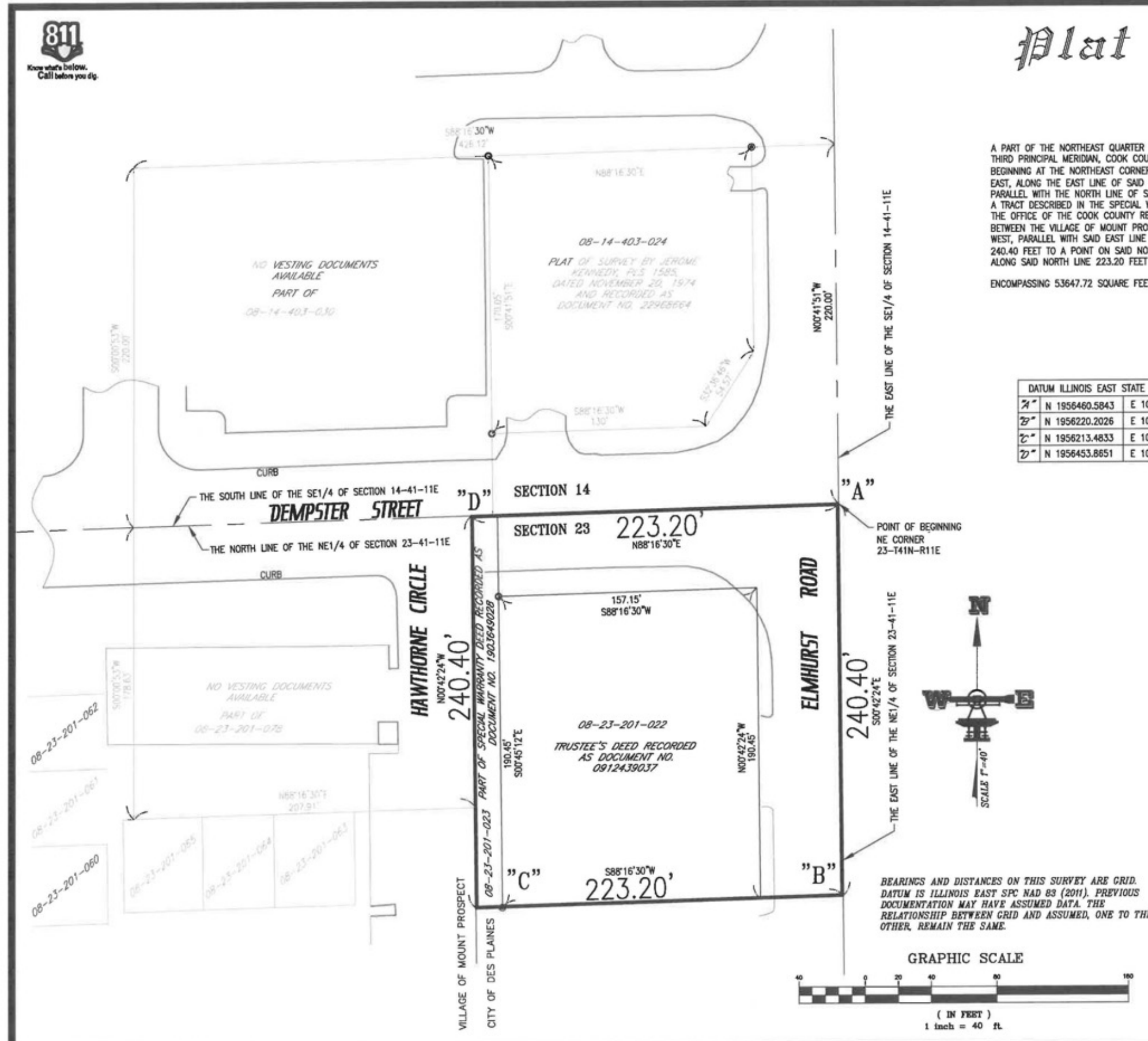
# Plat of Survey

of

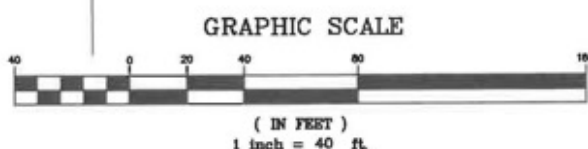
A PART OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 23 AND RUNNING: THENCE SOUTH 00°42'24" EAST, ALONG THE EAST LINE OF SAID SECTION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

ENCOMPASSING 53647.72 SQUARE FEET OR 1.23 ACRES MORE OR LESS.

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



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



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

ILLINOIS PROFESSIONAL LAND SURVEYOR #3855  
LICENSE EXPIRES NOVEMBER 30, 2022

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

**KRAUSE SURVEYING INC.**  
ILLINOIS PROFESSIONAL DESIGN FIRM #184-004647  
"SERVING ILLINOIS LANDOWNERS FOR OVER 60 YEARS"  
115 WEST HACK ST. - P.O. BOX 336 - CULLOM, IL 60929  
PHONE (815) 676-0999 ~ FAX (815) 676-4999  
© KRAUSE SURVEYING INC. - ALL RIGHTS RESERVED

DISTANCES ARE MARKED IN FEET AND DECIMALS  
ORDER NO.: 191106  
ORDERED BY: ARCADIS U.S. INC.

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DES PLAINES, ILLINOIS HELD VIA ZOOM VIDEO CONFERENCE ON MONDAY, FEBRUARY 1, 2021**

**CALL TO ORDER:**

The regular meeting of the City Council of the City of Des Plaines, Illinois, was called to order by Mayor Bogusz at 7:00 p.m. The meeting was lived-streamed via: <http://desplaines.org/accessdeplaines> and played on DPTV Channel 17 on Monday, February 1, 2021.

**ROLL CALL:**

Roll call indicated the following Aldermen present: Lysakowski, Moylan, Rodd, Zadrozny, Brookman, Chester, Smith, Goczowski (7:04 pm). A quorum was present.

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

**PRAYER AND PLEDGE:**

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

**PUBLIC COMMENT:**

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

Public comments were allowed to be e-mailed to [publiccomments@desplaines.org](mailto:publiccomments@desplaines.org) or phoned in to the City Clerk's Office by 5:00 p.m. on February 1, 2021.

There were no public comments.

**ALDERMEN ANNOUNCEMENTS**

The Elected Officials expressed their condolences to the Espinosa family on the passing of a mother and her four young children in a Des Plaines house fire.

The Frisbie Senior Center was a host to a COVID-19 vaccine program administered by Jewel/Osco. The Elected Officials thanked all of the individuals involved in the program.

**MAYORAL ANNOUNCEMENT**

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

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



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

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

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

**MANAGER'S  
REPORT:**

City Manager Bartholomew congratulated Deputy Clerk Laura Fast on recently completing the Master Municipal Clerk program.

Item 2c, Consider Major Variations at 1415 Redeker Road and Item 2d, Consider Tentative Plat of Subdivision and Major Variations at 10 S River Road are postponed until the February 16, 2021 City Council meeting.

Item 3a, Discussion of Red Speed Cameras is postponed indefinitely.

**CONSENT  
AGENDA:**

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

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

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

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

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

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

Minutes were approved; Ordinance M-2-21 was approved; Ordinance M-1-21; Resolutions R-27-21, R-28-21, R-29-21, R-33-21, R-34-21 were adopted.

**AWARD  
CONTRACT/  
BEARY  
LANDSCAPING:  
Consent Agenda**

Moved by Lysakowski, seconded by Brookman, to approve Resolution R-27-21, A RESOLUTION APPROVING AN AGREEMENT WITH BEARY LANDSCAPING, INC FOR LANDSCAPE MAINTENANCE FOR CITY-OWNED GREENSPACE. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-27-21**

**APPROVE TRUCK  
PURCHASE/  
ROESCH FORD:**

Moved by Lysakowski, seconded by Brookman, to approve Resolution R-28-21, A RESOLUTION AUTHORIZING THE PURCHASE OF ONE FORD F-350 SERVICE BODY TRUCK FROM ROESCH FORD OF BENSENVILLE, ILLINOIS in the

**Resolution R-28-21** amount of \$45,572. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE SEWER LINE TOOL PURCHASE/ INFOSENSE, INC:** Moved by Lysakowski, seconded by Brookman, to approve Resolution R-29-21, A RESOLUTION APPROVING THE PURCHASE OF A SEWER LINE RAPID ASSESSMENT TOOL FROM INFOSENSE, INC. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution R-29-21**

**APPROVE GROUNDWATER ORDINANCE/ 800 S ELMHURST:** Moved by Lysakowski, seconded by Brookman, to approve Ordinance M-2-21, AN ORDINANCE PROHIBITING THE USE OF GROUNDWATER AS A POTABLE WATER SUPPLY BY THE INSTALLATION OR USE OF POTABLE WATER SUPPLY WELLS OR BY ANY OTHER METHOD WITHIN THE SPECIFIED LIMITS ON PROPERTY LOCATED AT 800 S ELMHURST RD AND ADJACENT RIGHTS OF WAY, INCLUDING POINTS OF WITHDRAWAL BY THE CITY OF DES PLAINES. Motion declared carried as approved unanimously under Consent Agenda.

**Ordinance M-2-21**

**APPROVE AGMT/ DEMOLITION WORK/ K.L.F ENTERPRISES:** Moved by Lysakowski, seconded by Brookman, to approve Resolution R-33-21, A RESOLUTION APPROVING AN AGREEMENT WITH KLF ENTERPRISES, INC FOR DEMOLITION WORK. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution R-33-21**

**APPROVE TASK ORDER/ TROTTER & ASSOC:** Moved by Lysakowski, seconded by Brookman, to approve Resolution R-34-21, A RESOLUTION APPROVING TASK ORDER NO. 8 UNDER A MASTER CONTRACT WITH TROTTER & ASSOCIATES, INC OR PROFESSIONAL ENGINEERING SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution R-34-21**

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

**APPROVE MINUTES:** Moved by Lysakowski, seconded by Brookman, to approve the Minutes of the City Council meeting of January 19, 2021, as published. Motion declared carried as approved unanimously under Consent Agenda

**Consent Agenda**

**NEW BUSINESS:**

**FINANCE & ADMINISTRATION** – Alderman Chester, Chairman

**WARRANT REGISTER:**

Moved by Lysakowski, seconded by Brookman, to approve the Warrant Register of February 1, 2021 in the Amount of \$5,439,041.19 and approve Resolution R-30-21.

Upon roll call, the vote was:

**Resolution R-30-21**

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

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

**COMMUNITY DEVELOPMENT** – Alderman Rodd, Chairman

**CONSIDER SUPPORT OF**

Community and Economic Development Director McMahon reviewed a memorandum dated January 13, 2021.

**CLASS 7c**

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

**RENEWAL/**

**BUTERA**

**MARKET/**

**1517 LEE STREET:**

On March 6, 2017 the City Council approved Resolution R-45-17, which approved support and consent for the Class 7c Incentive for the property at 1517 Lee St. The resolution required an investment of at least \$1,755,000 to renovate and reoccupy the former grocery store site. Since 2017, PJR made \$1,807,475 worth of improvements to the property for Butera Market Grocery Store and Planet Fitness.

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

Class 7c Incentives are eligible for an additional 5-year renewal, which would allow the property to witness reduced taxes for a total of 10 years. If the renewal is approved, this property will continue to be assessed at 10% for years 6 through 8. In the 9<sup>th</sup> year of the incentive, the property would be assessed at 15%, and in the 10<sup>th</sup> year at 20%. At the end of the incentive period the assessment will go back up to 25% of market valuation.

Staff recommended approval of Resolution R-31-21.

Moved by Chester, seconded by Brookman to approve Resolution R-31-21, A RESOLUTION SUPPORTING AND CONSENTING TO CLASS 7C INCENTIVE RENEWAL FOR THE PROPERTY LOCATED AT 1517 LEE STREET. Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

**CONSIDER TEXT AMENDMENT TO INCREASE OFFICE USE AREA IN C-4, REGIONAL SHOPPING DISTRICT:**

Community and Economic Development Director McMahon reviewed a memorandum dated January 13, 2021.

The petitioner, PJR Properties, LLC, requested a Text Amendment to Section 12-7-3(K) of the 1998 Des Plaines Zoning Ordinance, as amended to increase the total allowable contiguous area for Office uses in the C-4, Regional Shopping District from 2,500-square feet to 5,000-square feet and approval of any other such variations, waivers, and zoning relief as may be necessary.

The petitioners request to increase the maximum allowable office use area is in order to provide additional opportunities for new businesses to locate within the Oaks Shopping Center located at 1515-1519 Lee Street.

The Planning and Zoning Board recommended (6-0) that the City Council approve the above-mentioned Text Amendment.

Staff recommended approval of Ordinance Z-28-21.

Moved by Brookman, seconded by Chester to approve Ordinance Z-28-21, AN ORDINANCE AMENDING THE TEXT OF SECTION 12-7-3.K OF THE DES PLAINES ZONING ORDINANCE REGARDING MAXIMUM OFFICE USE AREA IN C-4, REGIONAL SHOPPING DISTRICT. Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

Moved by Rodd, seconded by Brookman to Advance to Second Reading and Adopt Ordinance Z-28-21, AN ORDINANCE AMENDING THE TEXT OF SECTION 12-7-3.K OF THE DES PLAINES ZONING ORDINANCE REGARDING MAXIMUM OFFICE USE AREA IN C-4, REGIONAL SHOPPING DISTRICT.

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

**COMMUNITY SERVICES** – Alderman Goczkowski, Chairman

During the 2021 Budget deliberations the Des Plaines History Center requested a \$50,000 subsidy from the City for the administration of the History Center programs as well as special events. The additional funding will be used for expanded programs, events, and outreach to help make historical and educational resources more accessible to the public

The Des Plaines History Center is a 501(c)(3), nonprofit organization that operates through the work of paid staff and volunteers, under the guidance and supervision of a Board of Trustees. The History Center serves in many ways as a community center, is

open to the public, and provides programs, exhibits, and access to research in historical archival collections.

Philip Mohr, Executive Director of the Des Plaines History Center, provided an overview of the past year and thanked the City Council for their support.

Moved by Goczkowski, seconded by Chester to approve Resolution R-32-21, A RESOLUTION APPROVING AN AGREEMENT WITH THE DES PLAINES HISTORY CENTER FOR THE PROVISION OF FUNDING FOR SERVICES.

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

**ADJOURNMENT:** Moved by Goczkowski, seconded by Chester to adjourn the meeting. The meeting adjourned at 7:36 p.m.

\_\_\_\_\_  
Jennifer L. Tsalapatani – City Clerk

APPROVED BY ME THIS \_\_\_\_\_

DAY OF \_\_\_\_\_, 2021

\_\_\_\_\_  
Matthew J. Bogusz, MAYOR



MEMORANDUM

Date: February 4, 2021  
 To: Aldermen  
 Cc: Michael G. Bartholomew, City Manager  
 From: Matthew J. Bogusz, Mayor  
 Subject: Appointments/Reappointments to Commissions

<u>Appointments</u>	<u>Expires</u>
<b><u>Library Board of Trustees</u></b>	
Michelle Shimon	06/30/2022
Christine Halblander	06/30/2022
 <u>Reappointments</u>	
<b><u>Board of Fire and Police Commissioners</u></b>	
Thomas Green	04/30/2023
 <b><u>Library Board of Trustees</u></b>	
Bruce Lester	06/30/2023
Denise Hudec	06/30/2023
Vincent Rangel	06/30/2023
Nicholas Harkovich	06/30/2023
 <b><u>Planning and Zoning Board</u></b>	
Joseph Catalano	04/30/2023
 <b><u>Youth Commission</u></b>	
Rosalie Cullotta	09/04/2024
Gloria Ludwig	09/04/2024
Erin Doerr	09/04/2024
Joanie Sebastian	09/04/2024

# Michelle R. Shimon

## Certification

Illinois Initial Secondary Certification in English (Type 09)  
Middle School endorsement in Language Arts

June 2012

## Education

Bachelor of Arts, Secondary Education English // DePaul University // Chicago, IL  
GPA 3.9/4.0

June 2012

## Experience

**Owner and Lead Photographer // Shelly Shimon Photography // Chicago, IL**

June 2014 - Present

- Lead photographer on all local jobs
- Trains all associate photographers in technique, business practices, and editing
- Performs all photo editing and is proficient in Lightroom and Photoshop
- Consults with prospective clients resulting in higher booking rates
- Creates marketing campaigns using social media, analytics, and SEO practices
- Writes blog posts regarding different relevant topics associated with business integrating social practices

**English Teacher // Lane Technical High School // Chicago, IL**

September 2012 - June 2014

- Taught American literature, Survey of literature and speech
- Conducted conferences with students resulting in improved writing styles and techniques
- Differentiated lesson plans for students with 504's and IEP's
- Improved reading comprehension through speed reading and note taking mini-lessons, which resulted in improved reading comprehension scores on curriculum tests
- Incorporated multimodal learning techniques within lessons, which broadened students' understanding of the literature, enabling them to make stronger connections
- Implemented technology into student projects as a way to incorporate technology in the classroom

**Student Teacher // Lane Technical High School // Chicago, IL**

March 2012 - May 2012

- Taught survey of literature and American literature
- Created and implemented original lesson plans for a new novel

## Honors and Awards

- Golden Key International Honor Society Member
- National Society of Collegiate Scholars Member
- Alpha Lambda Delta Honor Society Member

September 2009 - Present

September 2009 - September 2010

January 2009 - September 2009

## Additional Skills and Interests

- Comfortable working with ELL students as well as students with disabilities
- Eager to participate in extra-curricular activities such as cross country, cheerleading/poms, dance team, student council, newspaper and other various clubs

## CHRISTINE HALBLANDER

---

### EDUCATION

National Louis University, Chicago, Ill: Masters of Arts in Teaching, GPA: 4.0

DePaul University, Chicago, IL: Bachelor of Arts Degree, Minor in Marketing Communications, GPA: 3.86

### CERTIFICATION

Illinois Initial Certificate, Type 01 Elementary Education

• Endorsements: English as a Second Language

Middle School: Language Arts, Social Studies, Math, and Science

National Board Certified Teacher: December 2010 (working on final component)

---

### TEACHING EXPERIENCE

**Middle School English Learner Teacher, August 2014 to present** Naperville, Ill  
*District 203: Jefferson Junior High School, Grades 6-8.* Teach language arts block to advanced English learners in a multi-age classroom, and co-teach math and science in 6<sup>th</sup> grade general education classrooms. Serve on the School Improvement Team and District's Equity Team.

**Long-Term Substitute Teacher, January 2014 to May 2014** Elmhurst, Ill  
*District 205: Emerson School, 1<sup>st</sup> Grade.* Twelve-week maternity leave as a third grade classroom teacher with an ESL cluster.

**Long-Term Substitute Teacher, October 2013 to January 2014** Glenview, Ill  
*District 34: Pleasant Ridge School, Grades 3, 4, and 5.* Twelve-week maternity leave as an ESL Teacher. Focused on language arts within small group settings and with Tier 2 and Tier 1 intervention programs.

**Long-Term Substitute Teacher, February 2013 to May 2013** Glenview, Ill  
*District 34: Hoffman School, Grades 3-5.* Twelve-week maternity leave as an ESL Teacher focused on reading comprehension within small group settings and with Tier 2 and Tier 1 intervention programs.

**Substitute Teacher, Fall 2011 to Spring 2014**  
*Illinois Districts 62, 69, 72, 135, 14, and 44, Grades K - 8*

### VOLUNTEER TEACHING EXPERIENCE

**Multi-Cultural Club Facilitator, January 2012 to June 2013** Des Plaines, Ill  
*Maquois Community School, Grades 4-5.* Collaborated with Spanish teacher and Principal to develop club idea prior to our first meeting in January 2012. Students explored cultures that pique their individual interests, created artifacts and shared newly acquired knowledge with club members and with the school via the Multi-Cultural Fair.

**Early Reading Response to Intervention Volunteer, January to May 2010** Des Plaines, Ill  
*Thurston Elementary School, Grade 1.* Worked with first graders to practice and assess sound awareness, timed word recognition and word identification fluency.

**Volunteer Literacy Teaching Assistant, January 2009 to March 2011** Des Plaines, Ill  
*Maquois Community School, Grade 2/B.* Coached students through reference materials in search of answers. Supported an educational activity that coincides with a balanced literacy program.

### RELATED TEACHING EXPERIENCE

**Girl Scout Co-Leader, 2001 to 2010**  
*Branie Troop 417.* Guided troop activities to support individual and service learning attributes.



**Positive Behavior & Intervention Supports (PBIS), Winter 2009 to Spring 2014**

*Iroquois Community School, Active Clean Team Parent Member.* Presented PBIS to parents at school town hall meetings. Participated in monthly PBIS assessment and planning meetings.

**Iroquois Community School Parent Teacher Council, July 2008 to Spring 2014**

*Academia Enrichment Committee (AEC) Member.* Founding committee member. Cultivated relationships with parents to foster enrichment activities for students and staff.

**PROFESSIONAL /CORPORATE EXPERIENCE (1988 - 2008)**

Served 20 years as a marketing assistant, manager and director for major firms throughout the Chicago and Las Vegas, Nevada. In these positions, I trained and guided corporate representatives to build company sales and bring a global awareness of product offerings to the forefront.

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**COMMUNITY OUTREACH**

District 61 Education Foundation (De: Plains), <i>Board Member</i>	9/09 – 9/15
National Louis Elementary Education Advisory Board, <i>Student Representative</i>	4/11 – 4/14

## Nancy Peterson

---

**From:** Tom Green [REDACTED]  
**Sent:** Wednesday, August 12, 2020 10:36 AM  
**To:** Nancy Peterson  
**Subject:** RE: Board of Fire & Police Commission

Good Morning Nancy

Please tell the Mayor that I appreciate his trust and would like to be re-appointed.

It is a pleasure to work with our police and fire department representatives and the board members.

Tha k you and stay safe & well,

Tom

**Note:** In response to the coronavirus (Covid-19) outbreak, and considering the health and safety of our employees, their families and our community, we have determined that it is best for our employees to work remotely with a small, skeleton staff at our offices. Our electronic capabilities allow us to continue to provide the timely, professional land survey services our clients are accustomed to. Calls and emails to our office will continue to be answered in the normal manner. Should you have any questions or comments about these services please send them directly to me. Thank you for your consideration in these trying times and best wishes to you and your families.

**G. Thomas Green**

**From:** Nancy Peterson <npeterson@desplaines.org>  
**Sent:** Wednesday, August 12, 2020 10:28 AM  
**To:** Tom Green [REDACTED]  
**Subject:** Board of Fire & Police Commission

Tom,

Mayor Bogusz asked that I contact you regarding your service on the Board of Fire & Police Commission. Your appointment has currently expired and he is hoping that you would like to be reappointed to the Commission.

Please let me know via email or letter if you would be interested in serving another term.

Thanks much,

**Nancy Peterson**

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**From:** Bruce Lester [REDACTED]  
**Sent:** Wednesday, August 12, 2020 11:16 AM  
**To:** Nancy Peterson  
**Subject:** Re: Library Board of Trustees

Hi Nancy,

Of course, I would be delighted to serve again!

Please give Mayor Bogusz my thanks for the opportunity.

Hope everything is well with you!

Bruce Lester

[object Object]mm

On Wednesday, August 12, 2020, 10:43:13 AM CDT, Nancy Peterson <npeterson@desplaines.org> wrote:

Bruce/Denise/Vince/Nick,

Mayor Bogusz asked that I contact you regarding your service on the Library Board of Trustees. Your appointment has currently expired and he is hoping that you would like to be reappointed to the Board.

Please let me know via email or letter if you would be interested in serving another term.

Thanks much,

Nancy

## Nancy Peterson

---

**From:** Denise Hudec [REDACTED]  
**Sent:** Saturday, September 5, 2020 7:12 PM  
**To:** Nancy Peterson  
**Subject:** Library Board

Hi Nancy,

I am so sorry, I just came across your message about my term on the library board and realized I owed you a reply. If it is not too late, I would like to be reappointed to another term.

I apologize for the lateness of my reply.

Thanks!

Denise

**Nancy Peterson**

---

**From:** Vincent Rangel [REDACTED]  
**Sent:** Wednesday, August 26, 2020 10:34 AM  
**To:** Nancy Peterson  
**Subject:** Library Board Appointment

Ms. Peterson,

I am asking that you please submit this correspondence to Mayor Boguz with the intent that he consider reappointing me to the DPPL Board. I am a resident of Des Plaines for 47 years and am proud and honored to be able to be of service to our community. My service on the board is a high point in my life and an opportunity to show my grandchildren by example what community service and responsibility look like.

I hope I will be favorably considered.

Thank you,

Vince Rangel  
[REDACTED]

## Nancy Peterson

---

**From:** Nick Comcast [REDACTED]  
**Sent:** Wednesday, August 12, 2020 11:26 AM  
**To:** Nancy Peterson  
**Subject:** Re: Library Board of Trustees

Nancy  
I thought Carol from the library sent over the letter that I was still interested in continuing to serve on the Library Board. If this was in error, I am still interested in serving the citizens of Des Plaines as a library board member again.

Nicholas Harkovich

Sent from my iPhone

On Aug 12, 2020, at 10:29, Nancy Peterson <npeterson@desplaines.org> wrote:

Bruce/Denise/Vince/Nick,

Mayor Bogusz asked that I contact you regarding your service on the Library Board of Trustees. Your appointment has currently expired and he is hoping that you would like to be reappointed to the Board.

Please let me know via email or letter if you would be interested in serving another term.

Thanks much,

Nancy

NANCY PETERSON  
EXECUTIVE ASSISTANT, OFFICE OF THE MAYOR  
City of Des Plaines  
1420 Miner Street, Des Plaines, IL 60016  
P. 847.391.5301 W. [desplaines.org](http://desplaines.org)

<image001.jpg>

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August 12, 2020

Mayor Matt Bogusz  
City of Des Plaines  
1420 Miner St.  
Des Plaines, IL 60016

Dear Mayor Bogusz:

I have enjoyed serving on the Zoning Board for the last several years and would like to continue for another term. With all of my past ZB experience and my background in engineering and program management and development, I feel I can continue to contribute to the Zoning Board.

Thank you for your consideration.

Sincerely,

A black rectangular redaction box covers the signature. A blue ink scribble is visible to the left of the box.

Joseph R. Catalano, P.E.

## Nancy Peterson

---

**From:** Rcollotta [REDACTED]  
**Sent:** Wednesday, August 12, 2020 11:15 AM  
**To:** Nancy Peterson  
**Subject:** Re: Youth Commission

Yes. Please.

On Aug 12, 2020 at 10:33 AM, <[Nancy Peterson](#)> wrote:

Rosalie/Gloria/Erin/Joanie/Darren,

Mayor Bogusz asked that I contact you regarding your service on the Youth Commission. Your appointment has currently expired and he is hoping that you would like to be reappointed to the Commission.

Please let me know via email or letter if you would be interested in serving another term.

Thanks much,

Nancy

NANCY PETERSON  
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## Nancy Peterson

---

**From:** Gloria [REDACTED]  
**Sent:** Wednesday, August 12, 2020 11:36 AM  
**To:** Nancy Peterson  
**Cc:** [REDACTED]  
**Subject:** Re: Youth Commission

Yes, I would like to be reappointed to the Youth Commission.

Thank you.

Gloria Ludwig

Sent from my iPhone

On Aug 12, 2020, at 10:33 AM, Nancy Peterson <npeterson@desplaines.org> wrote:

Rosalie/Gloria/Erin/Joanie/Darren,

Mayor Bogusz asked that I contact you regarding your service on the Youth Commission. Your appointment has currently expired and he is hoping that you would like to be reappointed to the Commission.

Please let me know via email or letter if you would be interested in serving another term.

Thanks much,

Nancy

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## Nancy Peterson

---

**From:** Erin Doerr [REDACTED]  
**Sent:** Wednesday, August 12, 2020 10:40 AM  
**To:** Nancy Peterson  
**Subject:** Re: Youth Commission

Hi Nancy,

Thanks to you and Mayor Bogusz for reaching out. Yes, please count me in to continue volunteering for the Youth Commission.

Thanks again. I appreciate the opportunity to serve our Des Plaines residents.

Stay well,  
Erin Doerr

Sent from my iPhone

On Aug 12, 2020, at 10:33 AM, Nancy Peterson <npeterson@desplaines.org> wrote:

Rosalie/Gloria/Erin/Joanie/Darren,

Mayor Bogusz asked that I contact you regarding your service on the Youth Commission. Your appointment has currently expired and he is hoping that you would like to be reappointed to the Commission.

Please let me know via email or letter if you would be interested in serving another term.

Thanks much,

Nancy

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## Nancy Peterson

---

**From:** Joanie Sebastian [REDACTED]  
**Sent:** Monday, August 17, 2020 5:10 PM  
**To:** Nancy Peterson  
**Subject:** RE: Youth Commission

Hi Nancy. I would be happy to be reappointed to the Youth Commission.

Thank you. Joanie

**From:** Nancy Peterson <npeterson@desplaines.org>  
**Sent:** Wednesday, August 12, 2020 10:34 AM

[REDACTED]  
**Subject:** Youth Commission

Rosalie/Gloria/Erin/Joanie/Darren,

Mayor Bogusz asked that I contact you regarding your service on the Youth Commission. Your appointment has currently expired and he is hoping that you would like to be reappointed to the Commission.

Please let me know via email or letter if you would be interested in serving another term.

Thanks much,

Nancy

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FINANCE DEPARTMENT

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

MEMORANDUM

Date: February 3, 2021  
To: Michael G. Bartholomew, City Manager  
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance  
Subject: Resolution R-41-21, February 16, 2021 Warrant Register

**Recommendation:** I recommend that the City Council approve the February 16, 2021 Warrant Register Resolution R-41-21.

Warrant Register.....\$2,864,553.44

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

**CITY OF DES PLAINES**

**RESOLUTION**

**R-41-21**

**Be it resolved by the City Council of the City of Des Plaines that the following bills are due and payable and that the Mayor and City Clerk be and are hereby authorized to make payment for same.**

**February 16, 2021**

# City of Des Plaines

## Warrant Register 02/16/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 100 - General Fund</b>					
<b>Department: 00 - Non Departmental</b>					
1	4210	Personal Property Replacement Tax	4999 Des Plaines Public Library	4th Qtr 2020 PPRT Allocation for 4th Qtr 2020	23,247.00
<b>Total 00 - Non Departmental</b>					<b>23,247.00</b>

Elected Office						
<b>Division: 110 - Legislative</b>						
2	6015	Communication Services	1552 Verizon Wireless	9871207268	Communication Service 12/14/2020-01/13/2021	441.72
3	6110	Printing Services	1233 Press Tech Inc	47365	1 Box of Business Cards 01/08/2021	20.00
4	6110	Printing Services	1233 Press Tech Inc	47366	1000 City Office #10 Envelopes 01/18/2021	170.00
5	6110	Printing Services	1233 Press Tech Inc	47367	2 Reams of Elected Official Letterhead 01/18/2021	156.00
<b>Total 110 - Legislative</b>					<b>787.72</b>	

<b>Division: 120 - City Clerk</b>						
6	6015	Communication Services	1552 Verizon Wireless	9871207268	Communication Service 12/14/2020-01/13/2021	42.46
7	6100	Publication of Notices	1050 Journal & Topics Newspapers	184943	Legal Notice - 2021 Purchase of Hot Mix Asphalt 12/30/2020	86.55
8	6100	Publication of Notices	1050 Journal & Topics Newspapers	184944	Legal Notice - City Hall 6th Floor Masonry Repairs 12/30/2020	86.55
9	7320	Equipment < \$5,000	1047 Home Depot Credit Svcs	4030991	Compact Refrigerator - 6th Floor	178.00
<b>Total 120 - City Clerk</b>					<b>393.56</b>	

<b>Total 10 - Elected Office</b>					<b>1,181.28</b>
----------------------------------	--	--	--	--	-----------------

City Administration						
<b>Division: 210 - City Manager</b>						
10	6015	Communication Services	1552 Verizon Wireless	9871207268	Communication Service 12/14/2020-01/13/2021	42.46
<b>Total 210 - City Manager</b>					<b>42.46</b>	

<b>Division: 220 - Legal</b>						
11	6009	Legal Fees - Admin Hearings/Prosecutions	1735 Cohen Law Firm PC	01-21	Municipal Hearing Officer on 1/7/21, 1/12/21, and 1/14/21	900.00
12	6009	Legal Fees - Admin Hearings/Prosecutions	1073 Bartel, Raymond	21-02	1/14 Admin Hearing & 1/19, 1/21, 1/22 Traffic Court	2,035.00
13	6120	Recording Fees	1139 Cook County of Illinois	29011302020	Recording Fees - Release, Ordinances 11/30/2020	427.00
<b>Total 220 - Legal</b>					<b>3,362.00</b>	

<b>Division: 230 - Information Technology</b>						
14	6015	Communication Services	1552 Verizon Wireless	9871207268	Communication Service 12/14/2020-01/13/2021	317.91

# City of Des Plaines

## Warrant Register 02/16/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
15	7005	Printer Supplies	1820 Datasource Ink	20918	12 Toner Cartridges For Various City Printers	1,800.00
<b>Total 230 - Information Technology</b>					<b>2,117.91</b>	

<b>Division: 240 - Media Services</b>						
16	6015	Communication Services	1552 Verizon Wireless	9871207268	Communication Service 12/14/2020-01/13/2021	171.99
17	6115	Licensing/Titles	1543 BMI Broadcast Music Inc	39032865R	Music Performance License 01/01-12/31/2021	659.70
18	7200	Other Supplies	2016 Signarama	41798	Framed Office Sign for Dir of Media Services 01/18/2021	103.50
19	7320	Equipment < \$5,000	1552 Verizon Wireless	9871207268	Communication Service 12/14/2020-01/13/2021	379.98
<b>Total 240 - Media Services</b>					<b>1,315.17</b>	

<b>Division: 250 - Human Resources</b>						
20	6000	Professional Services	5812 GovHR USA LLC	3-12-20-382	Chief of Police Recruitment & Selection (3rd Pymt of 3) 12/28/20	5,138.32
21	6015	Communication Services	1552 Verizon Wireless	9871207268	Communication Service 12/14/2020-01/13/2021	59.00
<b>Total 250 - Human Resources</b>					<b>5,197.32</b>	

<b>Total 20 - City Administration</b>					<b>12,034.86</b>
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<b>Department: 30 - Finance</b>						
22	6015	Communication Services	1552 Verizon Wireless	9871207268	Communication Service 12/14/2020-01/13/2021	99.70
23	7000	Office Supplies	1644 Warehouse Direct Inc	4871452-0	2 Ctns of Copy Paper, 4 Ctns of File Folders, Etc.	224.69
<b>Total 30 - Finance</b>					<b>324.39</b>	

<b>Community Development</b>						
<b>Division: 410 - Building &amp; Code Enforcement</b>						
24	6000	Professional Services	7647 Citywide Elevator Inspection Services Inc	D70309	65 Elevator Inspections - 11/6/2020-12/31/2020	520.00
25	6000	Professional Services	7647 Citywide Elevator Inspection Services Inc	D70309-B	1 Elevator Inspection - 1/4/2021	8.00
26	6015	Communication Services	1552 Verizon Wireless	9871207268	Communication Service 12/14/2020-01/13/2021	(50.00)
27	6015	Communication Services	1552 Verizon Wireless	9871207268	Communication Service 12/14/2020-01/13/2021	411.70
28	6110	Printing Services	1106 Chromatech Printing Inc	8901/25967	250 CED Resale Inspection Forms 01/25/2021	141.00
29	7000	Office Supplies	1644 Warehouse Direct Inc	4864005-0	2 Boxes Copy Paper, File Folders, Organizers, Etc.	40.82
30	7300	Uniforms	1538 Lands' End Business Outfitters	SIN8912857	Uniform For Code/Permit Coordinator	55.36
31	7300	Uniforms	1538 Lands' End Business Outfitters	SIN8917124	Uniform for Building Inspector	36.89
<b>Total 410 - Building &amp; Code Enforcement</b>					<b>1,163.77</b>	

# City of Des Plaines

## Warrant Register 02/16/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Division: 420 - Planning &amp; Zoning</b>						
32	6015	Communication Services	1552 Verizon Wireless	9871207268	Communication Service 12/14/2020-01/13/2021	42.46
33	7000	Office Supplies	1644 Warehouse Direct Inc	4864005-0	2 Boxes Copy Paper, File Folders, Organizers, Ink Refills	40.81
<b>Total 420 - Planning &amp; Zoning</b>					<b>83.27</b>	

<b>Total 40 - Community Development</b>	<b>1,247.04</b>
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<b>Public Works &amp; Engineering</b>						
<b>Division: 100 - Administration</b>						
34	6015	Communication Services	1552 Verizon Wireless	9871207268	Communication Service 12/14/2020-01/13/2021	100.03
35	7320	Equipment < \$5,000	1552 Verizon Wireless	9871207268	Communication Service 12/14/2020-01/13/2021	1,049.98
<b>Total 100 - Administration</b>					<b>1,150.01</b>	

<b>Division: 510 - Engineering</b>						
36	6015	Communication Services	1552 Verizon Wireless	9871207268	Communication Service 12/14/2020-01/13/2021	330.33
<b>Total 510 - Engineering</b>					<b>330.33</b>	

<b>Division: 520 - Geographic Information Systems</b>						
37	6195	Miscellaneous Contractual Services	1107 Ayres Associates	190483	Task Order 3 - Aerial Photography 4/19/2020-1/02/2021	31,636.00
<b>Total 520 - Geographic Information Systems</b>					<b>31,636.00</b>	

<b>Division: 530 - Street Maintenance</b>						
38	6015	Communication Services	1552 Verizon Wireless	9871207268	Communication Service 12/14/2020-01/13/2021	305.73
39	6040	Waste Hauling & Debris Removal	6988 Lighting Resources LLC	53-09618	Light Bulb Recycling - 01/14/2021	695.77
40	6110	Printing Services	1233 Press Tech Inc	47381	1,000 Return Envelopes - 2021 Spring Tree Planting - 01/18/2021	170.00
41	6195	Miscellaneous Contractual Services	3361 G&L Contractors Inc	19-001358	Snow Plowing Services - 01/01/2021, R-146-20	4,840.00
42	6195	Miscellaneous Contractual Services	7050 DGO Premium Services Company	210104	Sidewalk Snow Removal & Deicing - 01/16-01/17/2021, R-154-20	6,300.00
43	6195	Miscellaneous Contractual Services	7050 DGO Premium Services Company	210105	Sidewalk Snow Removal - 01/19/2021, R-154-20	4,400.00
44	6305	R&M Equipment	6799 Kimco USA Inc	8800	Salt Conveyor Replacement Belt - 01/06/2021	3,110.20
45	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	1027887	Tin Snips - Truck 311	13.97
46	7030	Supplies - Tools & Hardware	1732 Traffic Control & Protection Inc	106108	Square Sign Post Puller	622.10



# City of Des Plaines

## Warrant Register 02/16/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
47	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	373 /2	Heavy Duty Hose	53.99
48	7035	Supplies - Equipment R&M	8244 Des Plaines Ace Hardware	360 /2	Topping Saw Chain	30.56
49	7035	Supplies - Equipment R&M	1057 Menard Incorporated	72896	Paint Markers	14.97
50	7035	Supplies - Equipment R&M	6799 Kimco USA Inc	8813	Guide Spacer Strips - Salt Conveyor Belt	74.10
51	7055	Supplies - Street R&M	1086 Arrow Road Construction Company	26406	2.69 Tons UPM Cold Mix - Potholes on Oakton - 01/08/2021	376.60
52	7055	Supplies - Street R&M	1057 Menard Incorporated	72429	Graffiti Removal Supplies	38.88
53	7055	Supplies - Street R&M	1057 Menard Incorporated	72587	Primer for Graffiti Removal	33.88
54	7055	Supplies - Street R&M	1043 WW Grainger Inc	9771621993	Streetlight Bulbs	338.02
55	7160	Ice Control	5364 Conserv FS Inc	65109159	13.58 Tons Bulk Sidewalk Salt - 01/18/2021	1,619.42
56	7320	Equipment < \$5,000	1552 Verizon Wireless	9871207268	Communication Service 12/14/2020-01/13/2021	789.96
<b>Total 530 - Street Maintenance</b>					<b>23,828.15</b>	

<b>Division: 535 - Facilities &amp; Grounds Maintenance</b>						
57	6000	Professional Services	1112 Architectural Consulting Group LTD	C21-103	Floorplan CAD Drawings - 01/16/2021	330.00
58	6015	Communication Services	1552 Verizon Wireless	9871207268	Communication Service 12/14/2020-01/13/2021	159.05
59	6145	Custodial Services	8073 Crystal Maintenance Services Corporation	27273	Additional Cleaning Services - Police Station - 01/18/2021	1,800.00
60	6145	Custodial Services	8073 Crystal Maintenance Services Corporation	27296	Custodial Services - 02/01-02/28/2021, R-185-19	7,650.00
61	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4072944250	Mat Service - Police Station - 01/13/2021	120.79
62	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4072944299	Mat Service - Metra Train Station - 01/13/2021	35.00
63	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4073597421	Mat Service - Metra Station - 01/20/2021	35.00
64	6195	Miscellaneous Contractual Services	1544 Fox Valley Fire & Safety Company Inc	IN00406086	Fire Alarm Radio Monitoring Lease January 2021	420.00
65	6315	R&M Buildings & Structures	1025 Bedco Inc	096809	Move Pneumatic Lines - City Hall - 01/14/2021, R-167-19	1,805.50
66	6315	R&M Buildings & Structures	1237 Pro-Line Door Systems Inc	89608	Overhead Garage Door Repair - PW - 01/20/2021	660.77
67	7025	Supplies - Custodial	1028 Case Lots Inc	2325	Hand Sanitizer Refills for City Hall	989.00
68	7025	Supplies - Custodial	1028 Case Lots Inc	2329	Lysol Wipes	438.00

# City of Des Plaines

## Warrant Register 02/16/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
69	7025	Supplies - Custodial	1029 Cintas Corporation	4072944481	Scrapers, Cleaners, Paper Towels, Air Freshener, Soap, Etc. - PW	251.41
70	7025	Supplies - Custodial	1029 Cintas Corporation	4073597531	Cleaners, Paper Towels, Air Freshener, Soap, Mat, Etc. - PW	142.15
71	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1056891	Lock Cylinder Keys for Public Works	72.98
72	7045	Supplies - Building R&M	1057 Menard Incorporated	72976	Double Sided Tape for Door Lock System	23.36
73	7045	Supplies - Building R&M	1043 WW Grainger Inc	9780094745	Apparatus Light Bulbs - Fire Station #63	54.60
74	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/049403	Baseboard Fuse - City Hall Finance	49.99
75	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	M58559	5 Batteries - Door Access System - PW	70.75
76	7140	Electricity	1033 ComEd	0459113083-01/21	Electricity Service 12/14/2020-01/15/2021	10,626.08
77	7140	Electricity	1033 ComEd	2685017085-01/21	Electricity Service 12/04/2020-01/07/2021	190.42
78	7140	Electricity	1033 ComEd	4974385007-01/21	Electricity Service 12/09/2020-01/12/2021	24.02
79	7140	Electricity	1033 ComEd	4974507003-01/21	Electricity Service 12/04/2020-01/07/2021	402.56
80	7140	Electricity	1033 ComEd	5310654039-01/21	Electricity Service 12/04/2020-01/07/2021	113.84
81	7140	Electricity	1033 ComEd	5310655063-01/21	Electricity Service 12/04/2020-01/07/2021	650.17
82	7140	Electricity	1033 ComEd	5310657021-01/21	Electricity Service 12/04/2020-01/07/2021	29.10
83	7140	Electricity	1033 ComEd	5310658082-01/21	Electricity Service 12/04/2020-01/07/2021	181.33
84	7140	Electricity	1033 ComEd	5310666002-01/21	Electricity Service 12/04/2020-01/07/2021	1,184.34
85	7200	Other Supplies	1057 Menard Incorporated	72591	Water for City Hall	17.44
<b>Total 535 - Facilities &amp; Grounds Maintenance</b>					<b>28,527.65</b>	

Division: 540 - Vehicle Maintenance						
86	6015	Communication Services	1552 Verizon Wireless	9871207268	Communication Service 12/14/2020-01/13/2021	94.74
87	6115	Licensing/Titles	1710 Cumberland Servicercenter Inc	50938	35 Safety Lane Coupons	602.00
88	6135	Rentals	1029 Cintas Corporation	4072923076	Mechanic's Uniform Rental - 01/13/2021	136.06
89	6135	Rentals	1029 Cintas Corporation	4073593426	Mechanic's Uniform Rental - 01/20/2021	139.03
90	7035	Supplies - Equipment R&M	1062 NAPA of Des Plaines	5741-784701	Fuses - PW 5032	5.90
91	7035	Supplies - Equipment R&M	1062 NAPA of Des Plaines	5741-784707	Returned Fuses - PW 5032	(3.70)
92	7035	Supplies - Equipment R&M	1346 Lorchem Technologies Inc	73021	Pressure Washer Hose Reel - PW 5PW1	314.60

# City of Des Plaines

## Warrant Register 02/16/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
93	7035	Supplies - Equipment R&M	1043 WW Grainger Inc	9777601288	Spill Bucket - PW 5PW3	202.33
94	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W87881	Cutting Edges - PW 5027	1,633.48
95	7040	Supplies - Vehicle R&M	1677 Wholesale Direct Inc	000249319	Auto Eject & Weather Proof Cover	641.59
96	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_158627	Plow Markers - Stock	270.55
97	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_158639	Plow Markers - PW Stock	214.65
98	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0181938	Tire Sensors - Police Stock	208.80
99	7040	Supplies - Vehicle R&M	1699 Metal Supermarkets Villa Park	1020616	Mild Steel - PW 5077	248.53
100	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-463853	Tensioner & Belt - PW 2027	87.62
101	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	495254P	Heater Control Motor - PD 6062	29.10
102	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-784215	Filter, Diesel Exhaust Fluid, Fuse Holder - PW Stock	222.41
103	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-784216	LED Lights - PW Stock	88.09
104	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-784265	Fuses - PW Stock	33.26
105	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-784545	Power Steering Box - PW 5047	734.88
106	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-784680	Power Steering Box - PW 5047	568.21
107	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-784860	LED Lights & Filters - Fire 7706	143.79
108	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-785195	Ignition Lock Cylinder - Fire 7704	60.30
109	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	8396004	Bolts/Lock Nuts/Washers for Plows--PW Stock	170.17
110	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	8530342	Electrical Connectors, Brass Fittings, Razor Blades, Grease, Etc.	254.48
111	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	8530532	Stainless Steel Bolts, Nuts, & Washers - Fire 7602	191.50
112	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	8543017	Loom, Washer, Tubing, Nuts, Clamps, Kim-Brite, Etc. - PW Stock	264.70
113	7040	Supplies - Vehicle R&M	6598 Cummins Inc	F2-8191	Filters & Tensioners - PW Stock	479.80
114	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P06885	Brake Hoses, Rocker Switches, & Lights - Fire 7607	93.73
115	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P06914	2 Hoses - Fire 7607	131.15
116	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101021463:01	Alternator - PW 5091	238.82

# City of Des Plaines

## Warrant Register 02/16/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
117	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101021491:01	Alternator - PW Stock	238.82
118	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101021575:01	Fan Belts - PW 5091	72.72
<b>Total 540 - Vehicle Maintenance</b>					<b>8,812.11</b>	

<b>Total 50 - Public Works &amp; Engineering</b>	<b>94,284.25</b>
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Police Department						
Division: 100 - Administration						
119	6015	Communication Services	1552 Verizon Wireless	9871207268	Communication Service 12/14/2020-01/13/2021	210.06
<b>Total 100 - Administration</b>					<b>210.06</b>	

Division: 610 - Uniformed Patrol						
120	6015	Communication Services	1552 Verizon Wireless	9871207268	Communication Service 12/14/2020-01/13/2021	1,773.27
121	6015	Communication Services	1552 Verizon Wireless	9871207268	Communication Service 12/14/2020-01/13/2021	(50.00)
<b>Total 610 - Uniformed Patrol</b>					<b>1,723.27</b>	

Division: 620 - Criminal Investigation						
122	5310	Membership Dues	7734 Illinois Assoc of Property & Evidence Managers	57799	2021 Membership Dues- Property Specialist	35.00
123	6015	Communication Services	1552 Verizon Wireless	9871207268	Communication Service 12/14/2020-01/13/2021	976.88
<b>Total 620 - Criminal Investigation</b>					<b>1,011.88</b>	

Division: 630 - Support Services						
124	5325	Training	1261 Northeast Multiregional Training	278355	Annual Use of Force Training 11/23/2020 Dept-Wide	508.00
125	5325	Training	1261 Northeast Multiregional Training	279356	Annual Use of Force Training 12/08/2020 Dept-Wide	508.00
126	6015	Communication Services	1680 Pacific Telemanagement Services	2060215	3 Public Pay Phones Monthly Fee February 2021	228.00
127	6015	Communication Services	1552 Verizon Wireless	9871207268	Communication Service 12/14/2020-01/13/2021	431.72
128	6110	Printing Services	1284 DocuMentors Inc	1479	DP Police General Information Handbook 2021 (150)	1,166.00
129	6110	Printing Services	1233 Press Tech Inc	47390	1 Box of Business Cards 1/18/2021	20.00
130	6110	Printing Services	1233 Press Tech Inc	47398	1 Box of Business Cards 1/18/2021	20.00
131	6110	Printing Services	7941 Covius Document Services LLC	DK111548	250 Electronic Certified Mail Forms	225.78
132	6185	Animal Control	2950 When Nature Calls	3050-11	Nuisance Animal Control 2020 (Year 2 of 3) November 2020	459.00

# City of Des Plaines

## Warrant Register 02/16/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
133	6185	Animal Control	2950 When Nature Calls	3050-12	Nuisance Animal Control 2020 (Year 2 of 3) December 2020	306.00
134	6195	Miscellaneous Contractual Services	1818 Northwest VoltWagon	108532	Battery Booster Rental 1st Quarter 2021	84.00
135	7000	Office Supplies	1644 Warehouse Direct Inc	4866076-0	Pens, Batteries, Markers, Pen Refills	18.58
136	7000	Office Supplies	1644 Warehouse Direct Inc	4866076-1	Batteries	7.54
137	7015	Supplies - Police Range	1244 Ray O'Herron Company Inc	2080410-IN	9MM Frangible (50 Boxes)	416.00
138	7015	Supplies - Police Range	1244 Ray O'Herron Company Inc	2082682-IN	2020 Departmental Ammunition (200 Boxes .45 ACP)	2,468.00
139	7015	Supplies - Police Range	5197 Kieslers Police Supply Inc	IN154861	2020 Departmental Ammunition .380 Cal (1 Case)	512.00
140	7300	Uniforms	5705 Artistic Engraving	16275	Retirement Badge, Wallet and Mount (1Cmdr)	276.78
141	7300	Uniforms	1489 JG Uniforms Inc	81182	Dress Blouse with Braids-Chief	175.00
142	7320	Equipment < \$5,000	1076 Sam's Club Direct	0062	Refrigerator For Training Room 1/13/2021	119.98
143	7550	Miscellaneous Expenses	1029 Cintas Corporation	9117896331	NTRL Gloves (20 Boxes)	467.75
<b>Total 630 - Support Services</b>					<b>8,418.13</b>	

<b>Total 60 - Police Department</b>	<b>11,363.34</b>
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<b>Department: 65 - Emergency Management Agency</b>						
144	6015	Communication Services	1552 Verizon Wireless	9871207268	Communication Service 12/14/2020-01/13/2021	42.46
<b>Total 65 - Emergency Management Agency</b>					<b>42.46</b>	

<b>Fire Department</b>						
<b>Division: 100 - Administration</b>						
145	6015	Communication Services	1552 Verizon Wireless	9871207268	Communication Service 12/14/2020-01/13/2021	313.32
146	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8181254513	On-Site Shredding-Sta 61 01/08/2021	75.03
147	7000	Office Supplies	1644 Warehouse Direct Inc	4871973-0	Folders & Hanging Folders	73.44
<b>Total 100 - Administration</b>					<b>461.79</b>	

<b>Division: 710 - Emergency Services</b>						
148	5325	Training	2440 DJS Scuba Locker Inc	58311	Dive Classes-2 Paramedics 01/18 & 1/21/2021	600.00
149	6015	Communication Services	1552 Verizon Wireless	9871207268	Communication Service 12/14/2020-01/13/2021	790.10
150	6015	Communication Services	1552 Verizon Wireless	9871207268	Communication Service 12/14/2020-01/13/2021	720.33
151	6305	R&M Equipment	2501 FireService Management LLC	23328	2 Repair/Cleaning of TurnOut Gear 12/31/2020	703.33

# City of Des Plaines

## Warrant Register 02/16/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
152	6305	R&M Equipment	2500 Bio-Tron Inc	40025	Repairs to Zoll X-Series S/N AR19C039473	1,070.00
153	6305	R&M Equipment	3631 Honeywell Analytics Inc	5254680177	Postiche-Annual Calibrations 01/20/2021	788.00
154	6305	R&M Equipment	8336 TSI Inc.	91295787	PortaCount Fit Tester/5-Yr Warranty 1/25/21-1/24/26, Accessories	4,680.00
155	7025	Supplies - Custodial	8019 Ferguson Facilities	0252740	Mops, Shine Plus, Ldry Detergent, Cleaners, Tissue, Bounce, Etc.	2,222.00
156	7035	Supplies - Equipment R&M	1080 Air One Equipment Inc	164804	Stem Valve, Washer, O-Ring	31.74
157	7035	Supplies - Equipment R&M	8337 Fire Hooks Unlimited Inc.	216410	2 Replacement Extinguisher Holders	270.00
158	7200	Other Supplies	2843 Vision Marketing Passport System Ltd	1839	40 Nametags	94.75
159	7200	Other Supplies	1571 Welding Industrial Supply	R02651187	16 Therapy Oxygen Cylinders-December 2020	216.95
160	7320	Equipment < \$5,000	7261 FireCraft Safety Products LLC	21-0305	5 LEL Pellistor Sensor Meters	1,114.16
161	7320	Equipment < \$5,000	3218 Red Wing Shoe Store	700-99-2092182	Fire Boots - 1 Paramedic	229.48
162	7320	Equipment < \$5,000	2313 City Electric Supply Company (CES)	DEP/049090	M18 Fuel Super Sawzall & 6 Pack Charger	358.00
163	7320	Equipment < \$5,000	2313 City Electric Supply Company (CES)	DEP/049100	Grind Paddle	169.00
164	7320	Equipment < \$5,000	2313 City Electric Supply Company (CES)	LOM/056179	Rolling Tool Box, 4 Large Tool Boxes, 4 Battery Packs	1,214.96
165	7320	Equipment < \$5,000	2313 City Electric Supply Company (CES)	WB2/120423	Fuel Super Sawzall, 4 Extended Battery Packs	755.00
166	7550	Miscellaneous Expenses	3610 Emergency Medical Products Inc	2228571	5 Cases Nitrile Gloves	1,334.50
167	7550	Miscellaneous Expenses	6499 Berndt, Steve	Fire Reimb-1/27	Lunch for Change of Qtrs Personnel at Fire 01/27/2021	36.51
168	8015	Equipment	8336 TSI Inc.	91295787	PortaCount Fit Tester/5-Yr Warranty 1/25/21-1/24/26, Accessories	13,912.83
<b>Total 710 - Emergency Services</b>					<b>31,311.64</b>	

Division: 720 - Fire Prevention						
169	6015	Communication Services	1552 Verizon Wireless	9871207268	Communication Service 12/14/2020-01/13/2021	125.16
<b>Total 720 - Fire Prevention</b>					<b>125.16</b>	

Division: 730 - Emergency Management Agency						
170	6015	Communication Services	1936 DTN LLC	5867649	2021 Weather Billing/Support for EMA 01/08-02/07/2021	379.00
<b>Total 730 - Emergency Management Agency</b>					<b>379.00</b>	

<b>Total 70 - Fire Department</b>					<b>32,277.59</b>
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# City of Des Plaines

## Warrant Register 02/16/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Department: 75 - Fire &amp; Police Commission</b>						
171	5340	Pre-Employment Testing	5372 COPS & FIRE Personnel Testing Service	106312	Pre-Employ Psych Exam for 1 FD Candidate 01/08/2021	450.00
172	5340	Pre-Employment Testing	1427 I/O - Industrial Organizational Solutions Inc	C49228A	2021 PD Sergeant Exam & Assessment - 1st Installment of 3	8,555.00
<b>Total 75 - Fire &amp; Police Commission</b>					<b>9,005.00</b>	

<b>Total 100 - General Fund</b>	<b>185,007.21</b>
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<b>Fund: 201 - TIF #1 Downtown Fund</b>						
173	6601	Incentive - Business Assistance	8294 Uncork, Unwind LLC	BAP - 1/25/2021	Business Assistance Program - 1440 Miner St - R-12-20	1,680.00
<b>Total 201 - TIF #1 Downtown Fund</b>					<b>1,680.00</b>	

<b>Fund: 230 - Motor Fuel Tax Fund</b>						
174	7140	Electricity	1033 ComEd	0193753007-01/21	Electricity Service 12/09/2020-01/12/2021	76.23
175	7140	Electricity	1033 ComEd	0237106099-01/21	Electricity Service 12/04/2020-01/07/2021	365.58
176	7140	Electricity	1033 ComEd	0392121005-01/21	Electricity Service 12/04/2020-01/07/2021	235.55
177	7140	Electricity	1033 ComEd	0445091056-01/21	Electricity Service 12/04/2020-01/07/2021	426.54
178	7140	Electricity	1033 ComEd	0725000037-01/21	Electricity Service 12/07/2020-01/08/2021	40.75
179	7140	Electricity	1033 ComEd	1273119011-01/21	Electricity Service 12/07/2020-01/08/2021	3,073.28
180	7140	Electricity	1033 ComEd	1521117181-01/21	Electricity Service 12/04/2020-01/07/2021	509.73
181	7140	Electricity	1033 ComEd	2493112068-01/21	Electricity Service 12/04/2020-01/07/2021	47.30
182	7140	Electricity	1033 ComEd	2607132134-01/21	Electricity Service 12/03/2020-01/06/2021	373.56
183	7140	Electricity	1033 ComEd	2644104014-01/21	Electricity Service 12/03/2020-01/06/2021	363.77
184	7140	Electricity	1033 ComEd	2901166089-01/21	Electricity Service 12/04/2020-01/07/2021	888.25
185	7140	Electricity	1033 ComEd	2943015087-01/21	Electricity Service 12/21/2020-01/22/2021	15,135.63
186	7140	Electricity	1033 ComEd	3471079047-01/21	Electricity Service 12/04/2020-01/07/2021	47.69
187	7140	Electricity	1033 ComEd	6045062008-01/21	Electricity Service 12/04/2020-01/07/2021	129.35
188	7160	Ice Control	1102 Cargill Inc	2905929024	Bulk Rock Salt - 01/12/2021, R-178-20	12,044.24
189	7160	Ice Control	1102 Cargill Inc	2905932754	Bulk Rock Salt - 01/13/2021, R-178-20	1,204.28
190	7160	Ice Control	1102 Cargill Inc	2905938623	Bulk Road Salt - 01/15/2021	14,382.30
191	7160	Ice Control	1102 Cargill Inc	2905945061	Bulk Rock Salt - 01/19/2021, R-178-20	9,717.77

# City of Des Plaines

## Warrant Register 02/16/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
192	7160	Ice Control	1102 Cargill Inc	2905960288	Bulk Rock Salt - 01/25/2021, R-178-20	4,891.84
<b>Total 230 - Motor Fuel Tax Fund</b>					<b>63,953.64</b>	

Fund: 250 - Grant Projects Fund						
Program: 2520 - Capital Grants						
193	6000	Professional Services	1079 AECOM Technical Services Inc	2000449513	R-137-18 - 62267-Consultant-River Rd Recon 11/28-12/31/2020	30,493.42
194	6000	Professional Services	1394 Gewalt Hamilton Associates Inc	5693.000-10	Construction Engr-Lee-Forest Signalization 11/30-12/31/2020	18,550.24
195	6005	Legal Fees	7723 Spadoro, Mark A	10178-NOVOLN0001	Legal Fees-Lee & Forest TL - 1456-1500 Lee St 11/2-11/30/2020	266.00
196	6005	Legal Fees	7808 Wolin & Rosen Ltd	143313-OLN0016	Legal Fees-Lee & Forest TL 1286 Lee St 11/13/2020	35.00
197	6005	Legal Fees	8225 Golan Christie Taglia LLP	155207-OLN0018	Legal Fees - Lee & Forest TL-1301 Lee St 11/11-11/30/2020	580.00
198	6005	Legal Fees	8225 Golan Christie Taglia LLP	155210-OLN0002	Legal Fees-Lee & Forest TL 1427-1479 Lee St 11/13-11/24/2020	1,080.00
199	6005	Legal Fees	6997 Walker Wilcox Matousek LLP	175755-OL60001	Legal Fees-Ballard Rd Sidepath - 2250 Ballard Rd 11/04-11/30/202	2,260.00
200	6005	Legal Fees	8169 Burke, Warren, MacKay & Serritella PC	240678-0M70009	Legal Fees-Rand Rd Sidepath - 1507 Rand Rd 11/4-11/30/2020	560.00
<b>Total 2520 - Capital Grants</b>					<b>53,824.66</b>	

<b>Total 250 - Grant Projects Fund</b>	<b>53,824.66</b>
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Fund: 260 - Asset Seizure Fund						
Program: 2610 - Customs						
201	5310	Membership Dues	1265 NIPAS Northern Illinois Police Alarm Sys	13680	NIPAS Membership Assessment Dues 05/01/2021-04/30/2022 Dept-Wide	400.00
202	5310	Membership Dues	1265 NIPAS Northern Illinois Police Alarm Sys	13682	NIPAS Mobile Field Force Dues 5/1/2021-4/30/2021 & 1 Ofcr Assess	1,005.00
<b>Total 2610 - Customs</b>					<b>1,405.00</b>	

Program: 2640 - Forfeit						
203	5325	Training	7280 Kolk, Ryan	Reimb 1/10-1/16	Reimb for Meals- NIPAS Training 1/10/-1/16/2021 - 1 Officer	317.40
<b>Total 2640 - Forfeit</b>					<b>317.40</b>	

<b>Total 260 - Asset Seizure Fund</b>	<b>1,722.40</b>
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# City of Des Plaines

## Warrant Register 02/16/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 400 - Capital Projects Fund</b>					
204	6000	Professional Services	1079 AECOM Technical Services Inc	2000449513 R-137-18 - 62267-Consultant-River Rd Recon 11/28-12/31/2020	3,388.16
205	6015	Communication Services	1552 Verizon Wireless	9871207268 Communication Service 12/14/2020-01/13/2021	199.40
206	8100	Improvements	1328 John Neri Construction Company Inc	2019-C-P11 R-83-19 Contractor-2019 CIP Cont C St & Ut Imprv 7/11-10/09/2020	112,962.70
<b>Total 400 - Capital Projects Fund</b>					<b>116,550.26</b>

<b>Fund: 430 - Facilities Replacement Fund</b>					
207	6195	Miscellaneous Contractual Services	7371 Gilco Scaffolding Company LLC	12518 Scaffolding Removal at Theatre 12/29/2020	766.81
208	6195	Miscellaneous Contractual Services	1931 Oui Oui Enterprises LLC	71664 Theatre Portable Restroom Service 12/14/20-1/13/21	125.00
209	6315	R&M Buildings & Structures	5972 Cobra Concrete Cutting Services Co	18955 Concrete Cutting at Theatre 01/06/2021	1,330.00
210	6315	R&M Buildings & Structures	1338 L Marshall Incorporated	23409 Roof Curb/Rail Installation at Theatre 01/22/2021	2,042.00
211	6315	R&M Buildings & Structures	7146 JOS Services Inc	3705 Plumbing Labor at Theatre 01/18/2021	1,000.00
212	6315	R&M Buildings & Structures	7146 JOS Services Inc	3706 Plumbing Labor at Theatre 01/19/2021	1,000.00
213	6315	R&M Buildings & Structures	7146 JOS Services Inc	3707 Plumbing Labor at Theatre 01/20/2021	1,000.00
214	6315	R&M Buildings & Structures	7146 JOS Services Inc	3708 Plumbing Labor at Theatre 01/21/2021	1,000.00
215	6315	R&M Buildings & Structures	7146 JOS Services Inc	3709 Plumbing Labor at Theatre 01/22/2021	1,000.00
216	6315	R&M Buildings & Structures	4583 Argon Electric Company, Inc	9361 Electrical Labor at Theatre-12/28/20-12/31/20	8,594.00
217	6315	R&M Buildings & Structures	4583 Argon Electric Company, Inc	9362 Electrical Labor - Theatre - 01/04/2021-01/09/2021	9,878.00
218	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2693674 Plumbing Supplies for Theatre	1,129.11
219	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2695238 Plumbing Supplies for Theatre	770.74
220	7045	Supplies - Building R&M	1057 Menard Incorporated	72518 Drywall Screws/Bits/Shop Towels for Theatre	27.91
221	7045	Supplies - Building R&M	1057 Menard Incorporated	72944 Adhesive for Moulding at Theatre	31.92
222	7045	Supplies - Building R&M	1057 Menard Incorporated	72952 B Insulation for Theatre	481.77
223	7045	Supplies - Building R&M	1057 Menard Incorporated	72962 Electric Supplies for Theatre	38.13
224	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8026924 Plumbing Supplies for Theatre	59.36
225	7045	Supplies - Building R&M	1043 WW Grainger Inc	9776982564 Test Sink for Theatre Bathroom	92.63

# City of Des Plaines

## Warrant Register 02/16/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
226	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	C154081	Return Plumbing Supplies (1,004.38)
227	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006808665.001	Electric Supplies for Theatre 531.83
228	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006811041.001	Electric Supplies for Theatre 1,544.61
229	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006812972.001	Electric Supplies for Theatre 165.38
<b>Total 430 - Facilities Replacement Fund</b>					<b>31,604.82</b>

Fund: 500 - Water/Sewer Fund					
Non Departmental					
Division: 510 - Engineering					
230	6015	Communication Services	1552 Verizon Wireless	9871207268	Communication Service 12/14/2020-01/13/2021 78.47
<b>Total 510 - Engineering</b>					<b>78.47</b>

Division: 550 - Water Systems					
231	6015	Communication Services	1552 Verizon Wireless	9871207268	Communication Service 12/14/2020-01/13/2021 672.29
232	6115	Licensing/Titles	1710 Cumberland Servicercenter Inc	50938	35 Safety Lane Coupons 172.00
233	6305	R&M Equipment	5995 Wunderlich-Malec Services Inc	17241	Investigate PMP 1 & Dulles Comm Issues - 12/30/2020 728.75
234	7000	Office Supplies	1644 Warehouse Direct Inc	4851325-1	Planner 26.76
235	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	N01822	Cap Screw -PW 9014 26.35
236	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W87846	Cap Screw & Nut - PW 9014 17.07
237	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-783943	Light Bulbs - PW Water Stock 18.26
238	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-784259	Fuses - PW Stock 18.29
239	7070	Supplies - Water System Maintenance	1072 Prairie Material	889879108	1.5 Cu Yds Concrete - Miami Driveway Repair - 01/13/2021 204.23
240	7070	Supplies - Water System Maintenance	1072 Prairie Material	889879109	2.5 Cu Yds Concrete - Driveway Repair - 01/14/2021 500.38
241	7070	Supplies - Water System Maintenance	6992 Core & Main LP	N575761	Repair Clamps & Valve Couplings 1,673.00
242	7070	Supplies - Water System Maintenance	6992 Core & Main LP	N613649	90 & 45 Copper Bends 224.80
243	7070	Supplies - Water System Maintenance	6992 Core & Main LP	N632837	Fire Hydrants - 01/14/2021, R-8-21 6,524.00
244	7140	Electricity	1033 ComEd	0718079040-01/21	Electricity Service 12/04/2020-01/07/2021 118.37
245	7140	Electricity	1033 ComEd	1602149012-01/21	Electricity Service 12/03/2020-01/06/2021 82.68

# City of Des Plaines

## Warrant Register 02/16/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
246	7140	Electricity	1033 ComEd	2382141015-01/21	Electricity Service 12/04/2020-01/07/2021	100.03
247	7140	Electricity	1033 ComEd	2902009038-01/21	Electricity Service 12/02/20-01/05/2021	477.84
248	7140	Electricity	1033 ComEd	3526170000-01/21	Electricity Service 12/02/20-01/05/2021	50.09
249	7140	Electricity	1033 ComEd	4436122006-01/21	Electricity Service 12/14/2020-01/15/2021	6,015.31
250	7140	Electricity	1033 ComEd	5646761001-01/21	Electricity Service 12/02/20-01/05/2021	25.28
251	7140	Electricity	1033 ComEd	6152054027-01/21	Electricity Service 12/03/2020-01/06/2021	4,598.43
<b>Total 550 - Water Systems</b>					<b>22,274.21</b>	

<b>Division: 560 - Sewer Systems</b>						
252	6015	Communication Services	1552 Verizon Wireless	9871207268	Communication Service 12/14/2020-01/13/2021	333.86
253	6115	Licensing/Titles	1710 Cumberland Servicercenter Inc	50938	35 Safety Lane Coupons	86.00
254	7030	Supplies - Tools & Hardware	1018 Anderson Lock Company LTD	1057176	5 Keys Cut - Generator Cabinet - 01/21/2021	35.36
255	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	72963	3 Utility Hangers	8.94
256	7075	Supplies - Sewer System Maintenance	1072 Prairie Material	889879107	1.25 Cu Yds Ready Mix - PW - 01/13/2021	170.19
257	7075	Supplies - Sewer System Maintenance	8188 Allied Electronics Inc	9012495272	Relay for Lift Station	142.30
258	7140	Electricity	1033 ComEd	0096017042-01/21	Electricity Service 12/04/2020-01/07/2021	1,366.92
259	7140	Electricity	1033 ComEd	0575134020-01/21	Electricity Service 12/02/20-01/05/2021	103.18
260	7140	Electricity	1033 ComEd	0640144010-01/21	Electricity Service 12/04/2020-01/07/2021	52.17
261	7140	Electricity	1033 ComEd	0762050019-01/21	Electricity Service 12/07/2020-01/08/2021	62.33
262	7140	Electricity	1033 ComEd	2038128006-01/21	Electricity Service 12/02/20-01/05/2021	53.68
263	7140	Electricity	1033 ComEd	2148094073-01/21	Electricity Service 12/07/2020-01/08/2021	117.27
264	7140	Electricity	1033 ComEd	3240002012-01/21	Electricity Service 12/28/2020-01/27/2021	707.52
265	7140	Electricity	1033 ComEd	3461136053-01/21	Electricity Service 12/03/2020-01/06/2021	32.47
266	7140	Electricity	1033 ComEd	3526009006-01/21	Electricity Service 12/09/2020-01/07/2021	93.71
267	7140	Electricity	1033 ComEd	3657136067-01/21	Electricity Service 12/04/2020-01/07/2021	79.52
268	7140	Electricity	1033 ComEd	4995025051-01/21	Electricity Service 12/03/2020-01/06/2021	27.38

# City of Des Plaines

## Warrant Register 02/16/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
269	7140	Electricity	1033 ComEd	5060090016-01/21	Electricity Service 12/07/2020-01/08/2021	133.48
270	7140	Electricity	1033 ComEd	5814097012-01/21	Electricity Service 12/04/2020-01/07/2021	32.29
271	7140	Electricity	1033 ComEd	6331089024-01/21	Electricity Service 12/02/20-01/05/2021	134.25
<b>Total 560 - Sewer Systems</b>					<b>3,772.82</b>	

<b>Division: 580 - CIP - Water/Sewer</b>						
272	6000	Professional Services	2506 Trotter & Associates Inc	17938	Water Modeling-Tollway Proj-11/30-12/31/2020, R-16-20	2,691.75
273	8100	Improvements	1328 John Neri Construction Company Inc	2019-C-P11	R-83-19 2019 CIP Cont C St & Ut Imprv 7/11-10/09/2020	25,522.70
<b>Total 580 - CIP - Water/Sewer</b>					<b>28,214.45</b>	

<b>Total 00 - Non Departmental</b>					<b>54,339.95</b>
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<b>Department: 30 - Finance</b>						
274	6015	Communication Services	1552 Verizon Wireless	9871207268	Communication Service 12/14/2020-01/13/2021	63.69
<b>Total 30 - Finance</b>					<b>63.69</b>	

<b>Total 500 - Water/Sewer Fund</b>					<b>54,403.64</b>
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<b>Fund: 510 - City Owned Parking Fund</b>						
275	7140	Electricity	1033 ComEd	0354464001-01/21	Electricity Service 12/04/2020-01/07/2021	2,931.70
276	7140	Electricity	1033 ComEd	2239082030-01/21	Electricity Service 12/04/2020-01/07/2021	947.30
277	7140	Electricity	1033 ComEd	4722388001-01/21	Electricity Service 12/04/2020-01/07/2021	27.70
278	7140	Electricity	1033 ComEd	4791127023-01/21	Electricity Service 12/04/2020-01/07/2021	3,034.85
279	7140	Electricity	1033 ComEd	5310303000-01/21	Electricity Service 12/04/2020-01/07/2021	318.20
<b>Total 510 - City Owned Parking Fund</b>					<b>7,259.75</b>	

<b>Fund: 520 - Metra Leased Parking Fund</b>						
280	7140	Electricity	1033 ComEd	5222730006-01/21	Electricity Service 12/02/20-01/05/2021	120.35
281	7540	Land Lease	1165 Union Pacific Railroad Company	Dec 2020	Parking Fees for December 2020	307.83
<b>Total 520 - Metra Leased Parking Fund</b>					<b>428.18</b>	

<b>Fund: 600 - Risk Management Fund</b>						
282	5545	MICA Deductible	1061 Municipal Insurance Cooperative Agency	3300301 051123	MICA Claim Deductible L003300301 10/20/2020	953.97
283	5545	MICA Deductible	1061 Municipal Insurance Cooperative Agency	3310744 051124	MICA Claim Deductible L003310744 10/29/2019	1,000.00
<b>Total 600 - Risk Management Fund</b>					<b>1,953.97</b>	

<b>Grand Total</b>					<b>518,388.53</b>
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# City of Des Plaines

## Warrant Register 02/16/2021

### Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 100 - General Fund</b>					
<b>City Administration</b>					
<b>Division: 230 - Information Technology</b>					
284	6015	Communication Services	1010 AT&T Mobility	2870253339590121 Communication Service 12/04/2020-01/03/2021	135.69
<b>Total 230 - Information Technology</b>					<b>135.69</b>
<b>Division: 260 - Health &amp; Human Services</b>					
285	6540	Subsidy - Senior Center	1383 Frisbie Senior Center	2021HSS 2021 Health & Support Services R-25-21	41,500.00
286	6540	Subsidy - Senior Center	1383 Frisbie Senior Center	2021MOW 2021 Meals on Wheels Program R-24-21	40,000.00
287	6540	Subsidy - Senior Center	1383 Frisbie Senior Center	2021SS 2021 Senior Services R-23-2021	55,000.00
<b>Total 260 - Health &amp; Human Services</b>					<b>136,500.00</b>
<b>Total 20 - City Administration</b>					<b>136,635.69</b>
<b>Public Works &amp; Engineering</b>					
<b>Division: 535 - Facilities &amp; Grounds Maintenance</b>					
288	7110	Natural Gas	1064 Nicor	01/14/21 x507801 Natural Gas Service 12/14/2020-01/13/2021	121.89
289	7110	Natural Gas	1064 Nicor	01/14/21 x550488 Natural Gas Service 12/15/2020-01/13/2021	46.86
<b>Total 535 - Facilities &amp; Grounds Maintenance</b>					<b>168.75</b>
<b>Division: 540 - Vehicle Maintenance</b>					
290	6195	Miscellaneous Contractual Services	7631 T-Mobile USA Inc	965199112-Jan 21 Vehicle Positioning System 12/21/2020-01/20/2021	252.00
<b>Total 540 - Vehicle Maintenance</b>					<b>252.00</b>
<b>Total 50 - Public Works &amp; Engineering</b>					<b>420.75</b>
<b>Police Department</b>					
<b>Division: 610 - Uniformed Patrol</b>					
291	6015	Communication Services	1032 Comcast	01/18/21 x6724 Internet/Cable Service Feb 2021	104.60
<b>Total 610 - Uniformed Patrol</b>					<b>104.60</b>
<b>Division: 620 - Criminal Investigation</b>					
292	5325	Training	2475 Gryphon Training Group Inc	05/05-05/06/20 Eastern European Organized Crime Families 05/05-05/06/2021-3 Det	405.00
<b>Total 620 - Criminal Investigation</b>					<b>405.00</b>
<b>Division: 630 - Support Services</b>					
293	6015	Communication Services	1009 AT&T	847R18054612-20 Communication Service 12/28/2020-01/27/2021	63.55
<b>Total 630 - Support Services</b>					<b>63.55</b>
<b>Total 60 - Police Department</b>					<b>573.15</b>

# City of Des Plaines

## Warrant Register 02/16/2021

### Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Department: 90 - Overhead</b>						
294	6015	Communication Services	1032 Comcast	01/11/21 x1141	Internet/Cable Service 01/18-02/17/2021	434.64
295	6015	Communication Services	1533 Wide Open West LLC	11526044Jan2021A	Internet/Cable Service x6044 01/21-02/20/2020	661.37
296	6015	Communication Services	1533 Wide Open West LLC	11526044Jan2021B	Internet/Cable Service x1245 01/21-02/20/2020	1,858.37
297	6015	Communication Services	1533 Wide Open West LLC	11526044Jan2021C	Internet/Cable Service x1246 01/21-02/20/2020	840.00
298	6015	Communication Services	1533 Wide Open West LLC	11526044Jan2021E	Internet/Cable Service x5988 01/21-02/20/2021	111.89
<b>Total 90 - Overhead</b>					<b>3,906.27</b>	
<b>Total 100 - General Fund</b>					<b>141,535.86</b>	
<b>Fund: 250 - Grant Projects Fund</b>						
<b>Program: 2520 - Capital Grants</b>						
299	6115	Licensing/Titles	1165 Union Pacific Railroad Company	2291-93	License Fee-Public At-Grade Crossing Agmt-Rand Rd Sidepath R-197-20	30,000.00
<b>Total 2520 - Capital Grants</b>					<b>30,000.00</b>	
<b>Total 250 - Grant Projects Fund</b>					<b>30,000.00</b>	
<b>Fund: 500 - Water/Sewer Fund</b>						
<b>Division: 550 - Water Systems</b>						
300	6015	Communication Services	1533 Wide Open West LLC	11526044Jan2021D	Internet/Cable Service x0573 01/21-02/20/2020	320.00
<b>Total 550 - Water Systems</b>					<b>320.00</b>	
<b>Total 500 - Water/Sewer Fund</b>					<b>320.00</b>	
<b>Grand Total</b>					<b>171,855.86</b>	

# City of Des Plaines

## Warrant Register 02/16/2021

### Summary

	<u>Amount</u>	<u>Transfer Date</u>
Automated Accounts Payable	\$ 518,388.53 **	2/16/2021
Manual Checks	\$ 171,855.86 **	1/28/2021
Payroll	\$ 1,330,643.87	1/29/2021
RHS Payout	\$ -	
Electronic Transfer Activity:		
JPMorgan Chase Credit Card	\$ -	
Chicago Water Bill ACH	\$ -	
Postage Meter Direct Debits	\$ 3,000.00	1/28/2021
Utility Billing Refunds	\$ 2,175.08 *	1/26/2021
Debt Interest Payment	\$ -	
IMRF Payments	\$ 135,263.35	2/5/2021
Employee Medical Trust	\$ 703,226.75	2/1/2021
<b>Total Cash Disbursements:</b>	<b><u>\$ 2,864,553.44</u></b>	

\* Multiple transfers processed on and/or before date shown

\*\* See attached report

Adopted by the City Council of Des Plaines

This Sixteenth Day of February 2021

Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

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Jennifer L. Tsalapatani, City Clerk

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Matthew J. Bogusz, Mayor


 COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

## MEMORANDUM

Date: February 4, 2021

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

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

Subject: Class 6b Property Tax Incentive Resolution Request – 1600-1710 Sherwin Avenue (6<sup>th</sup> Ward)

**Issue:** BTC III O’Hare Logistics, LLC (BTC) has filed an application requesting a City resolution in support of a Cook County Class 6b Property Tax Incentive (Class 6b) application based on its revised construction plans for the property at 1600-1710 Sherwin Avenue (the “**Property**”).

**Analysis:** On August 19, 2019 the City Council passed Resolution R-142-19 which reaffirmed the City Council’s support for a prior Class 6b application to Cook County submitted by a previous owner of the Property. That Class 6b has not been applied by the Cook County Assessor. The current owner of the Property, Sherwin Industrial I, LLC (“**Owner**”) now desires to sell the Property to BTC (“**Purchaser**”) which will maintain and lease the Property to an industrial tenant. The City Council included two conditions on its support of the 6b Classification in Resolution R-142-19:

- (1) that the owner expends at least \$12,528,000 on the proposed new warehouse construction planned for the Property; and
- (2) that all construction activity on the Property be completed by June 30, 2021.

BTC is the contract purchaser and has submitted an application requesting that the City Council adopt a new resolution revising these conditions to reflect changes to the schedule and projected cost of the redevelopment project.

The 7.7-acre property is located on the north side of Sherwin Avenue and previously contained two older buildings on three parcels. On March 20, 2020, the City issued a building permit to construct one 164,125 sqft. logistics/warehouse structure with an accessory office space, 154 exterior parking spaces, 42 exterior docks, and two drive-in bays. The construction value listed on the building permit application was \$9,176,349, less than the \$12,528,000 anticipated by Resolution No. 142-19. The Owner now plans to complete the building construction and the Purchaser offer the space for lease with additional tenant-specific interior build-out to follow. The cost of the interior build will depend on the eventual tenant’s needs and cannot be projected at this time.

This project is a speculative venture meaning a tenant has not been identified. Given Des Plaines’ strategic



location within the O'Hare industrial sub-area and a strong industrial market, the BTC finds the investment worthwhile.

Staff recommends approval of the application for a new supporting resolution with two conditions:

- (1) that the construction of the Redevelopment Project, excluding interior buildout, will be completed no later than February 16, 2022; and
- (2) that minimum building construction costs be revised to \$9,176,349, even though the eventual tenant improvements will push the total expenditures on the Property above this amount.

Cook County's Class 6b economic development tool encourages industrial investment by offering a real estate tax incentive. Qualified industrial properties are assessed at 10% of market value for the first 10 years, 15% in the 11<sup>th</sup> year and 20% in the 12<sup>th</sup> year. Normally, such properties are assessed at 25% of market value (Attachment 2). A Class 6b incentive requires a resolution of consent from municipalities. As part of the Cook County Class 6b Application there are four criteria that an industrial property can apply under which include:

- New Construction
- Operating Establishment (for businesses/properties currently in operation)
- Substantial Rehabilitation
- Abandoned Property (with or without special circumstances)

The applicant is applying under New Construction.

Assessment of Tax Impact Scenarios:

1. Estimate Property Taxes as-is with vacancy relief in 2022: \$132,506
2. Estimated Property Taxes with proposed improvements without a 6b in 2023: \$777,884
3. Estimated Property Taxes with proposed improvements with a 6b in 2023: \$311,154

**Recommendation:** I recommend that the City Council adopt Resolution R-42-21 to support and consent to the filing of the Class 6b Cook County Property Tax Incentive application for BTC III O'Hare Logistics, LLC to the Cook County Assessor's Office.

**Attachments:**

- Attachment 1: Class 6b Application
- Attachment 2: Estimated 12-Year Tax Projections
- Attachment 3: Location Map
- Attachment 4: Building Drawings and Site Plan

Resolution R-42-21

Exhibit A: Legal Description



**Dykema Gossett PLLC**

10 S. Wacker Drive  
Suite 2300  
Chicago, IL 60606

WWW.DYKEMA.COM

Tel: (312) 876-1700

Fax: (312) 876-1155

**Andrew P. Scott**

Direct Dial: (312) 627-8325

Direct Fax: (866) 950-3678

Email: APScott@dykema.com

January 14, 2021

**Via Email and Overnight Delivery**

Mr. Mike McMahon  
Director of Community & Economic Development  
City of Des Plaines  
1420 Miner Street  
Des Plaines, IL 60016

Re: BTC III O'Hare Logistics Center LLC Class 6B Application

Dear Mike:

I represent BTC III O'Hare Logistics Center LLC ("Purchaser") which is the entity that will take title to the property commonly known as 1600 to 1710 Sherwin Avenue (the "Property"). As a follow up to our multiple discussions, I am writing to ask that the City of Des Plaines (the "City") consider passage of an updated resolution in favor of, and consenting to, a 6B special property tax classification (the "6B") for the Property. In furtherance of this request, I have included an updated 6B application.

Some background to this request may be helpful. The contract seller and developer of the Property is Sherwin Industrial I LLC ("Seller"). On August 5, 2019, the City passed Resolution R-142-19 which, among other things, reaffirmed the City's support and consent to a 6B property tax classification for the Property (the "2019 Resolution"). The 2019 Resolution also provided that City support was subject to revocation if the Seller did not meet certain development conditions. Those conditions were the completion of the proposed improvements on or before June 30, 2021 and the expenditure of at least \$12.528 million on the proposed improvements. Based on discussions with you and the City attorney, my understanding is that "completion of improvements" generally meant a fully completed building that is ready for occupancy. In addition, I understand that the City's expectation is that the minimum expenditures only relate to hard construction costs.

Because certain circumstances have changed since the passage of the 2019 Resolution, Purchaser is requesting an updated resolution so as to eliminate the risk of revocation based on the current conditions. As you are aware, Seller has already demolished the former two buildings on the Property and construction is well underway. Seller has applied for, and the City granted, a building

California | Illinois | Michigan | Minnesota | Texas | Washington, D.C.



Mike McMahon  
January 14, 2021  
Page 2

permit to construct an approximately 164,000 square foot industrial building with 154 parking spaces, 42 exterior docks and two drive in doors. In other words, the scope of the project remains similar to, if not slightly larger than, the project contemplated by the 2019 Resolution.

The changes in circumstances, however, pertain to the timing of completion of construction and building cost. In terms of timing of completion, as of the date hereof, a tenant has not been identified for the building. Because the scope and nature of the building can vary significantly based on the type of tenant, Seller will only complete the core and shell of the building prior to closing with the Purchaser. Once the Purchaser identifies a tenant and the tenant's specific build out needs are determined, Purchaser and/or the tenant will proceed with and complete interior improvements, office build out and any other items needed for occupancy. In terms of cost, Seller estimates that all costs, including land acquisition, hard costs and soft costs will be at least \$9 million. In addition, Purchaser estimates that at least \$250,000 will be spent on tenant improvements and final build out. In sum, the City will get what it expected when the original 6B application was filed, but completion may take a little longer and costs may be lower.

Finally, assuming passage of an updated resolution, Purchaser will coordinate with Seller to update all application materials which have been submitted to the Cook County Assessor's Office in connection with the original Cook County 6B application.

I appreciate your consideration of this request. If you have any questions regarding the enclosed materials, please do not hesitate to contact me.

Sincerely,

**DYKEMA GOSSETT PLLC**

*/s/ Andrew P. Scott*

Andrew P. Scott

Enclosures

**BTC III O’Hare Logistics Center LLC**  
**1600 to 1710 Sherwin Avenue Des Plaines, IL**  
**Narrative of Need for 6B Property Tax Classification**

A 6B Property Tax Classification is critical to BTC III O’Hare Logistics Center LLC’s (the “Applicant”) efforts to lease the 164,125 square foot industrial building at 1600 to 1710 Sherwin Avenue in the City of Des Plaines (the “City). Property taxes are a significant component of the operating costs for any industrial or warehousing/distribution tenant. For industrial facilities, as this building would be classified by the Cook County Assessor’s Office, Cook County’s tax rates are significantly higher relative to other collar counties. These higher tax rates put the Applicant at a competitive disadvantage in attracting and retaining tenants. When considering real estate taxes in the surrounding counties, the taxes for similar industrial buildings in those counties are approximately 33% the real estate taxes in Cook County. Those areas include the collar counties as well as northwest Indiana. The following illustrates the tax disparities:

- Clorox Warehouse/DC (Will County) – 1.35 million square feet - \$1.82 in property full taxes per square foot and the Village of University Park has incentivized them to a net tax per square foot of about \$0.20.
- Georgia Pacific Warehouse/DC (Will County) – 1 million square feet - \$0.92 in property taxes per square foot
- Georgia Pacific Warehouse/DC (Will County) – 1.6 million square feet - \$0.91 in taxes per square foot

When considering market competition within Cook County, the research has indicated that these occupied industrial properties contained a Class 6B or a Class 8. These taxes are in the \$1.93 - \$2.42 range as follows:

- Koch Foods Facility (Cook County) – 150,000 square feet - \$2.42 in taxes per square foot
- Norvo Medical (Cook County) – 270,000 square feet - \$1.93 in taxes per square foot

Based on an income approach and comparable industrial projects, the Applicant is projecting that the full tax load for this project is \$4.74 per square foot. With the application of the 6(b) it is projected to be \$1.90 per square foot.

The 6b is meant to keep the industrial taxes and therefore the operating costs somewhat close with the current surrounding market conditions.

Because this designation is so critical to keeping operating costs in-line with the surrounding marketplace, this is a critical approval needed to attract any tenants to this building.

119285.000002 4818-5071-8934.1

# CITY OF DES PLAINES APPLICATION REQUIREMENTS

Applications for a Cook County Real Estate Classification 6A, 6B, 7A, 7B, 7C and Class C accepted after December 7, 2018 shall acknowledge and meet the following minimum criteria set by the City of Des Plaines:

The applicant or his/her authorized designee shall initial and acknowledge the following statements:

## INITIALS      APPLICATION SUBMITTAL REQUIREMENTS

- |           |   |
|-----------|---|
| <u>AS</u> | Detailed financial information for the project will be included with this application. The project financials will include a pro forma showing the financial gap to warrant a property tax incentive. |
| <u>AS</u> | Detailed cost estimates from reputable contractors outlining all proposed improvements will be provided with this application.  |
| <u>AS</u> | I acknowledge that the permanent building improvements identified in this application have been fully considered and will be met within a +/- 10% variance.   |
| <u>AS</u> | Floor diagram/floor plans will be provided showing the renovations of existing building(s) with the proposed improvements (if applicable).  |
| <u>AS</u> | Detailed property tax scenario projections while showing the work on these calculations with the corresponding excel spreadsheet to help verify the tax projections.                                  |
| <u>AS</u> | I acknowledge that the property associated with the requested property tax incentive is not located within an active TIF district.  |
| <u>AS</u> | I acknowledge that the project associated with this application will meet and/or exceed the specific City of Des Plaines criteria identified below:   |

### Additional City of Des Plaines Class 6b Eligibility Criteria

- At least \$10/SF of permanent improvements to the building should be invested into the subject building (this value should be reflected in the subsequent building permit valuation);
- For the reoccupation of vacant building(s), the prospective user should add at least 30 new full-time employees within two years of opening the proposed location;
- Redevelopment projects should be over two acres in size and the new user should create at least 50 new permanent full-time jobs within two years of opening operations; and
- If the 6b is initiated by a building expansion, then the addition of a property should be at least 25% more floor area than the current floor area of the subject building and comply with all applicable codes.

### Additional City of Des Plaines Class 7b Eligibility Criteria

- Minimum dollar amount of permanent improvements to the subject building(s) and property is \$10 million (Cook County's minimum dollar amount for a 7b is \$2 million);
- Minimum number of employees to either retain or attract with a 7b is 150 full-time workers within two years of obtaining a 7b; and
- At least \$10/SF of permanent improvements to the building should be invested into the subject building (this should be reflected in the building permit value).

#### Additional City of Des Plaines Class 7c Eligibility Criteria

- Minimum dollar amount of permanent improvements to the space or building is \$10/SF (this should be reflected in the building permit valuation);
- Subject space or vacant, freestanding building shall be on its own PIN (this is to ensure that entire shopping centers or occupied portions of shopping centers do not benefit from a 7c);
- Minimum size of commercial retail space to consider is 5,000 square feet;
- Retail user must generate an anticipated \$50,000 in new sales tax revenue (this can include food and beverage tax) for the City per year within the first three years of opening; and
- Obtaining the 7c will make the subject space(s) or free-standing building ineligible for Des Plaines' Business Assistance Program.

#### Additional Criteria for All Eligible Renewals

- Physical expansion of the subject building of at least 25% of the existing floor plate **or**
- Additional permanent improvements resulting in \$10/SF be conducted to the building or property within two years of granting an extension (this should be reflected in the building permit value) and
- Adding at least 33% more full-time employees than the staffing level at time of the application renewal (within a two-year period).

#### Maintenance of All Cook County Property Tax Incentives

- At least 67% of the company's anticipated workforce shall be maintained for the life of the property tax incentive and
- If the user is a sales tax generator, then the sales tax generating portion of the subject business shall take place out of the subject property for the life of the incentive.

#### **Waiver from additional Criteria**

If the applicant cannot meet the applicable additional criteria listed above, then the applicant shall apply for a waiver with this subject application. The applicant shall respond to the three following standards for the City Council to consider:

- 1) There are physical constraints to the subject property that prohibit the applicant/subject occupant to reasonably accommodate the additional criteria in the submitted cover letter;
- 2) An alternative effort will be made to improve the subject property, employment opportunities and other community benefit; and
- 3) The additional criteria for employment cannot be accommodated at the time of application, but an update on employment figures shall be provided within six months of completing all permitted construction activities.

**CITY OF DES PLAINES APPLICATION FOR  
COOK COUNTY REAL ESTATE CLASSIFICATION 6A, 6B, 7A, 7B, 7C AND CLASS C**

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

**APPLICANT INFORMATION:**

NAME OF APPLICANT: BTC III O'Hare Logistics Center LLC

APPLICABLE ENTITY:

Corporation       LLC       Partnership       Non-Profit

DATE OF INCORPORATION: 11/13/18

STATE OF INCORPORATION: DE

PHONE: (303) 226-9883      E-MAIL: stefanie.sommers@blackcreekgroup.com

ADDRESS: 518 17th Street, 17th Floor, Denver, CO 80202

NAME OF AGENT/REPRESENTATIVE (if applicable):

NAME: Andrew Scott

PHONE: (312) 627-8325

E-MAIL: apscott@dykema.com

ADDRESS: 10 South Wacker Drive, Suite 2300, Chicago, IL 60606

REQUESTED PROPERTY TAX INCENTIVE: 6A  6B  7A  7B  7C  CLASS C

DESCRIPTION OF SUBJECT PROPERTY:

See attached legal description for each PIN

STREET ADDRESS: 1600-1710 Sherwin

PERMANENT REAL ESTATE INDEX NUMBER(S): 09-28-300-024, -037 and -039

ATTACH THE FOLLOWING WITH THE COMPLETED APPLICATION:

EXHIBIT A: DETAILED COVER LETTER WITH COMPLETED COOK COUNTY APPLICATION

EXHIBIT B: LEGAL DESCRIPTION

EXHIBIT C: SITE DIMENSION & SQUARE FOOTAGE/PLAT OF SURVEY

EXHIBIT D: BUILDING DIMENSIONS/SITE PLAN/ELEVATIONS/RENDERINGS

EXHIBIT E: CITY OF DES PLAINES ECONOMIC DISCLOSURE FORM and COOK COUNTY ECONOMIC DISCLOSURE STATEMENT

EXHIBIT F: COMPLETE LIST OF ALL OWNERS, DEVELOPERS, OCCUPANTS, AND OTHER INTERESTED PARTIES (INCLUDING ALL BENEFICIAL OWNER OF A CORPORATION AND/OR LAND TRUST) IDENTIFIED BY NAMES AND ADDRESSES HAVING AN INTEREST IN THE SUBJECT PROPERTY AND THE PROPOSED USER AND THE NATURE AND EXTENT OF THIS INTEREST

EXHIBIT G: DESCRIPTION OF PRECISE NATURE AND EXTENT OF THE INDUSTRIAL USE OF THE SUBJECT PROPERTY. SPECIFY, WHERE APPLICABLE, THE AMOUNT/PERCENTAGE OF FLOOR AREA DEVOTED TO MANUFACTURING, WAREHOUSE/DISTRIBUTION, OTHER INDUSTRIAL, AND NON-INDUSTRIAL USES

EXHIBIT H: ANALYSIS OF TAXES GENERATED BY THE NEW DEVELOPMENT WITH AND WITHOUT THE ABATEMENT INCENTIVE AND UNDER A SCENARIO OF COMPLETE VACANCY (12 YEAR PROJECTION)

CURRENT ZONING OF PROPERTY:     M-2    

IF ZONING AMENDMENTS, VARIATIONS, OR OTHER ZONING RELIEF WILL BE REQUIRED, SPECIFY PROPOSED CHANGES:

    N/A      

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CURRENT EQUALIZED ASSESSED VALUATION (EAV) GENERATED BY THE NEW DEVELOPMENT:

2020 Certified Assessed Value - \$1,391,857 X 2.9160 (2019 Equalization factor) = \$4,058,655

ESTIMATED AMOUNT OF NEW EQUALIZED ASSESSED VALUATION (EAV) GENERATED BY THE NEW DEVELOPMENT: \$2,890,499 x 2.9160 (2019 Equalization factor) = \$8,428,694

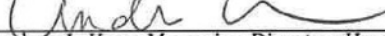
ESTIMATED NUMBER OF FULL-TIME AND PART-TIME JOBS ON PREMISES AS RESULT OF THE NEW DEVELOPMENT:

FULL-TIME 50 PART-TIME \_\_\_\_\_

BTC III O'Hare Logistics Center LLC, a Delaware limited liability company

By: Build-To-Core Industrial Partnership III LLC, a Delaware limited liability company, its Sole Member,

By: BCG BTC III Managing Member LLC, a Delaware limited liability company, its Investment Managing Member

SIGNATURE: By:   
Andrea L. Karp, Managing Director, Head of Due Diligence

DATE: 1/12/2021

January 12, 2021

Mr. Mike McMahon  
Director of Community & Economic Development  
City of Des Plaines  
1420 Miner Street  
Des Plaines, IL 60016

Re: BTC III Acquisitions LLC Class 6B Application

Dear Mike:

The undersigned, Sherwin Industrial I, LLC ("Owner") is the owner of that certain property commonly known as 1600 to 1710 Sherwin Avenue, Des Plaines, Illinois (the "Property"). Owner has contracted with BTC Acquisitions LLC ("Purchaser") to purchase the Property. Purchaser intends to seek City approval of an updated Class 6B Property Tax Classification resolution for the Property. In connection with Purchaser's request, the undersigned hereby authorizes Purchaser, and any affiliated or authorized entity or entities (including, without limitation, legal counsel and BTC III O'Hare Logistics LLC), to: (i) file such request and (ii) and pursue approval of said request.

Thank you for your consideration. If you have any questions regarding this authorization, please do not hesitate to contact me.

Sincerely,

**SHERWIN INDUSTRIAL I, LLC**

By: 

Name: JOHN PAGLIARI

Its: AUTHORIZED SIGNATORY

**Karen A. Yarbrough Clerk of Cook County**  
**COUNTY OF COOK MAP DEPARTMENT**

Date: 04-12-2019

**THIS CERTIFIES THAT THE PERMANENT REAL ESTATE INDEX NUMBER KNOWN AS:**

**09 - 28 - 300 - 039 - 0000** BEARS THE FOLLOWING LEGAL DESCRIPTION:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 DESCRIBED AS FOLLOWS:  
COMMENCING ON THE NORTH LINE OF SHERWIN AVENUE 651.21 FEET EAST OF THE WEST  
LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 TO THE POINT OF BEGINNING THENCE  
NORTH PARALLEL WITH THE WEST LINE AT A DISTANCE OF 152.735 FEET THENCE  
NORTHWESTERLY ALONG THE ARC OF A CIRCLE AT A RADIUS OF 287.94 FEET CONVEX TO  
THE NORTHEAST AND TANGENT TO THE EAST LINE OF THE WEST 651.21 FEET AT A  
DISTANCE OF 385.37 FEET MORE OR LESS THENCE EAST AT A DISTANCE OF 353.792 FEET  
THENCE SOUTH AT RIGHT ANGLES AT A DISTANCE OF 440 FEET TO THE NORTH LINE OF  
SHERWIN AVENUE THENCE WEST AT A RIGHT ANGLE AT A DISTANCE OF 132.067 FEET TO  
THE POINT OF BEGINNING OF SECTION 28 TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



Fee: \$10.00

A handwritten signature in black ink, appearing to read "L. A. Yarbrough", is written over a horizontal line.

*Supervisor of Maps and Plats*

**Karen A. Yarbrough      Clerk of Cook County**  
**COUNTY OF COOK MAP DEPARTMENT**


Date: 04-12-2019

**THIS CERTIFIES THAT THE PERMANENT REAL ESTATE INDEX NUMBER KNOWN AS:**  
**09 - 28 - 300 - 024 - 0000** BEARS THE FOLLOWING LEGAL DESCRIPTION:

THE SOUTH 440 FEET OF THE NORTH 1636.102 FEET OF THE WEST 1/2 OF THE  
SOUTHWEST 1/4 (EXCEPT THE WEST 414.025 FEET) LYING WEST OF A LINE COMMENCING  
ON THE NORTH LINE OF SHERWIN AVENUE 651.21 FEET EAST OF THE WEST LINE THENCE  
NORTH PARALLEL WITH THE WEST LINE 152.735 FEET TO A POINT OF TANGENCY THENCE  
NORTHWESTERLY ON A CURVE CONVEX NORTHEASTERLY WITH A RADIUS OF 287.94 FEET  
A DISTANCE OF 385.37 FEET TO A POINT ON THE NORTH LINE 429.485 FEET EAST OF THE  
WEST LINE IN SECTION 28 TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.



Fee: \$10.00

  
\_\_\_\_\_  
Supervisor of Maps and Plats

**Karen A. Yarbrough      Clerk of Cook County**  
**COUNTY OF COOK MAP DEPARTMENT**

Date: 04-12-2019

**THIS CERTIFIES THAT THE PERMANENT REAL ESTATE INDEX NUMBER KNOWN AS:**

**09 - 28 - 300 - 037 - 0000** BEARS THE FOLLOWING LEGAL DESCRIPTION:

LOT 2 IN C. W. PROPERTIES - CHICAGO, A SUBDIVISION OF PART THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 29 AND PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28 TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

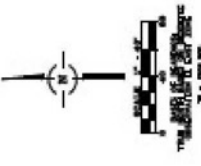
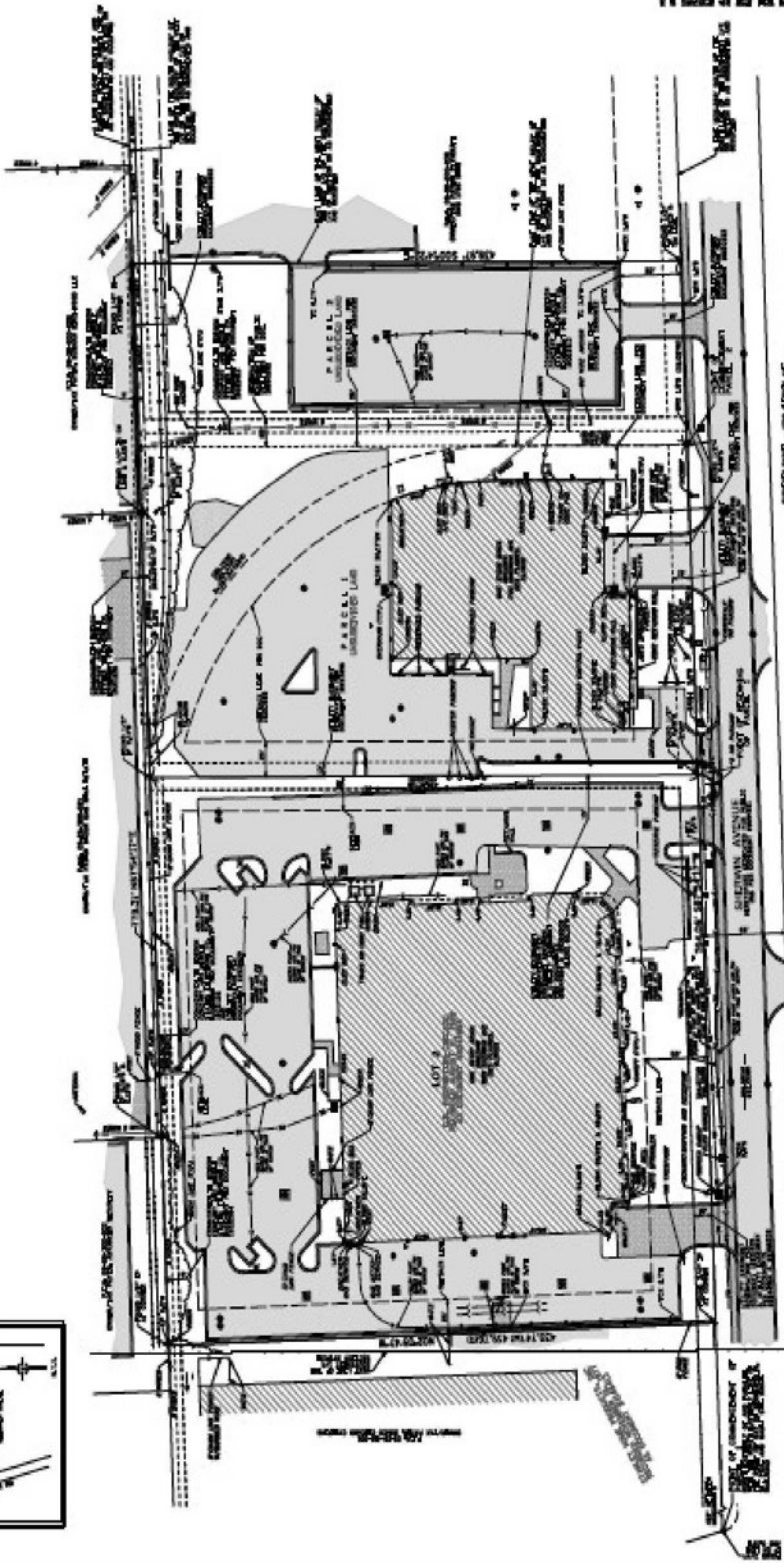
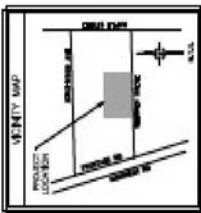


Fee: \$10.00

A handwritten signature in black ink, appearing to read "S. L. [unclear]".

*Supervisor of Maps and Plats*

# A.L.T.A./N.S.P.S. LAND TITLE SURVEY



Symbol / Line Style	Description
--- (dashed)	PROPERTY BOUNDARY
- - - - (long dashed)	PLANNED PROPERTY BOUNDARY
— (solid)	EXISTING PROPERTY BOUNDARY
--- (dotted)	PROPOSED EASEMENT
— (solid)	EXISTING EASEMENT
--- (dashed)	PROPOSED ROAD
--- (dashed)	EXISTING ROAD
— (solid)	PROPOSED UTILITY
— (solid)	EXISTING UTILITY
--- (dashed)	PROPOSED FENCE
--- (dashed)	EXISTING FENCE
--- (dotted)	PROPOSED CURB
--- (dotted)	EXISTING CURB
--- (dotted)	PROPOSED DRIVE
--- (dotted)	EXISTING DRIVE

THE SURVEYOR HAS MADE A VISUAL INSPECTION OF THE LAND AND HAS FOUND NO EVIDENCE OF ANY ENCROACHMENTS OR OTHER INTERFERENCES WITH THE BOUNDARIES OF THE LAND. THE SURVEYOR HAS ALSO MADE A VISUAL INSPECTION OF THE EXISTING RECORDS AND HAS FOUND NO EVIDENCE OF ANY ENCROACHMENTS OR OTHER INTERFERENCES WITH THE BOUNDARIES OF THE LAND. THE SURVEYOR HAS ALSO MADE A VISUAL INSPECTION OF THE EXISTING RECORDS AND HAS FOUND NO EVIDENCE OF ANY ENCROACHMENTS OR OTHER INTERFERENCES WITH THE BOUNDARIES OF THE LAND.

THE SURVEYOR HAS MADE A VISUAL INSPECTION OF THE LAND AND HAS FOUND NO EVIDENCE OF ANY ENCROACHMENTS OR OTHER INTERFERENCES WITH THE BOUNDARIES OF THE LAND. THE SURVEYOR HAS ALSO MADE A VISUAL INSPECTION OF THE EXISTING RECORDS AND HAS FOUND NO EVIDENCE OF ANY ENCROACHMENTS OR OTHER INTERFERENCES WITH THE BOUNDARIES OF THE LAND.

THE SURVEYOR HAS MADE A VISUAL INSPECTION OF THE LAND AND HAS FOUND NO EVIDENCE OF ANY ENCROACHMENTS OR OTHER INTERFERENCES WITH THE BOUNDARIES OF THE LAND. THE SURVEYOR HAS ALSO MADE A VISUAL INSPECTION OF THE EXISTING RECORDS AND HAS FOUND NO EVIDENCE OF ANY ENCROACHMENTS OR OTHER INTERFERENCES WITH THE BOUNDARIES OF THE LAND.

THE SURVEYOR HAS MADE A VISUAL INSPECTION OF THE LAND AND HAS FOUND NO EVIDENCE OF ANY ENCROACHMENTS OR OTHER INTERFERENCES WITH THE BOUNDARIES OF THE LAND. THE SURVEYOR HAS ALSO MADE A VISUAL INSPECTION OF THE EXISTING RECORDS AND HAS FOUND NO EVIDENCE OF ANY ENCROACHMENTS OR OTHER INTERFERENCES WITH THE BOUNDARIES OF THE LAND.

THE SURVEYOR HAS MADE A VISUAL INSPECTION OF THE LAND AND HAS FOUND NO EVIDENCE OF ANY ENCROACHMENTS OR OTHER INTERFERENCES WITH THE BOUNDARIES OF THE LAND. THE SURVEYOR HAS ALSO MADE A VISUAL INSPECTION OF THE EXISTING RECORDS AND HAS FOUND NO EVIDENCE OF ANY ENCROACHMENTS OR OTHER INTERFERENCES WITH THE BOUNDARIES OF THE LAND.

Professional seal and signature block for the surveyor.

*[Signature]*

Administrative section containing the title block, revision table, and regulatory logos.

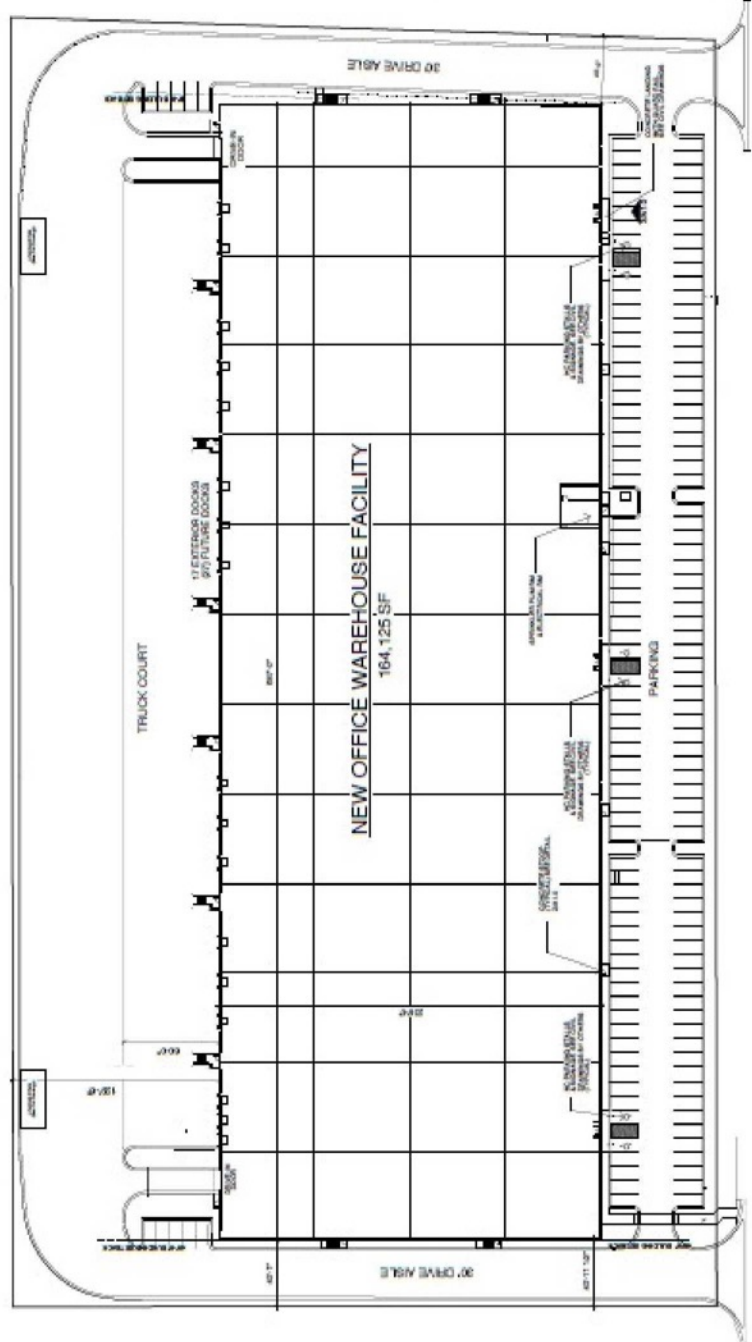
NO. 1	DATE

**REGISTERED SURVEYOR**  
L.S. 1111  
L.S. 1111  
L.S. 1111  
L.S. 1111

FOR THE N.S.P.S. SURVEYOR  
L.S. 1111  
L.S. 1111  
L.S. 1111  
L.S. 1111

PROFESSIONAL SURVEYOR  
L.S. 1111  
L.S. 1111  
L.S. 1111  
L.S. 1111

FOR THE N.S.P.S. SURVEYOR  
L.S. 1111  
L.S. 1111  
L.S. 1111  
L.S. 1111



**SITE DATA**

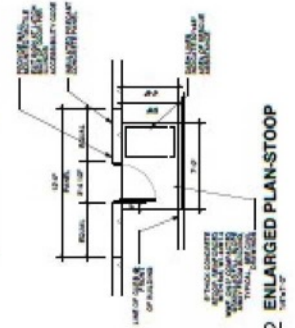
- TOTAL SITE AREA 7.79 ACRES
- TOTAL BUILDING AREA 164,125 SF
- EXTERIOR TRUCK DOORS (PROVIDED) 17 DOORS
- EXTERIOR TRUCK DOORS (FUTURE) 25 DOORS
- FUTURE TOTAL EXTERIOR DOORS 42 DOORS
- DRIVE IN DOORS 2 DOORS
- CAR PARKING PROVIDED 154 CARS
- FLOOR AREA RATIO .48
- BUILDING CLEAR HEIGHT 32'-0"

SEE CIVIL DRAWINGS BY OTHERS FOR DIMENSIONS, NOTES AND DETAILS

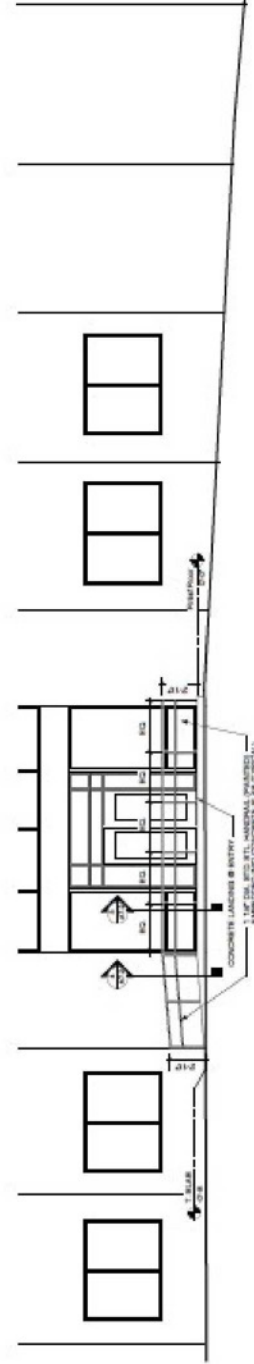
**SHERWIN AVENUE**



**1 SITE PLAN**



**2 ENLARGED PLAN-STOOP**



**3 ENTRY RAMP ELEVATION - EAST ENTRY**



SITE PLAN  
TABULATIONS

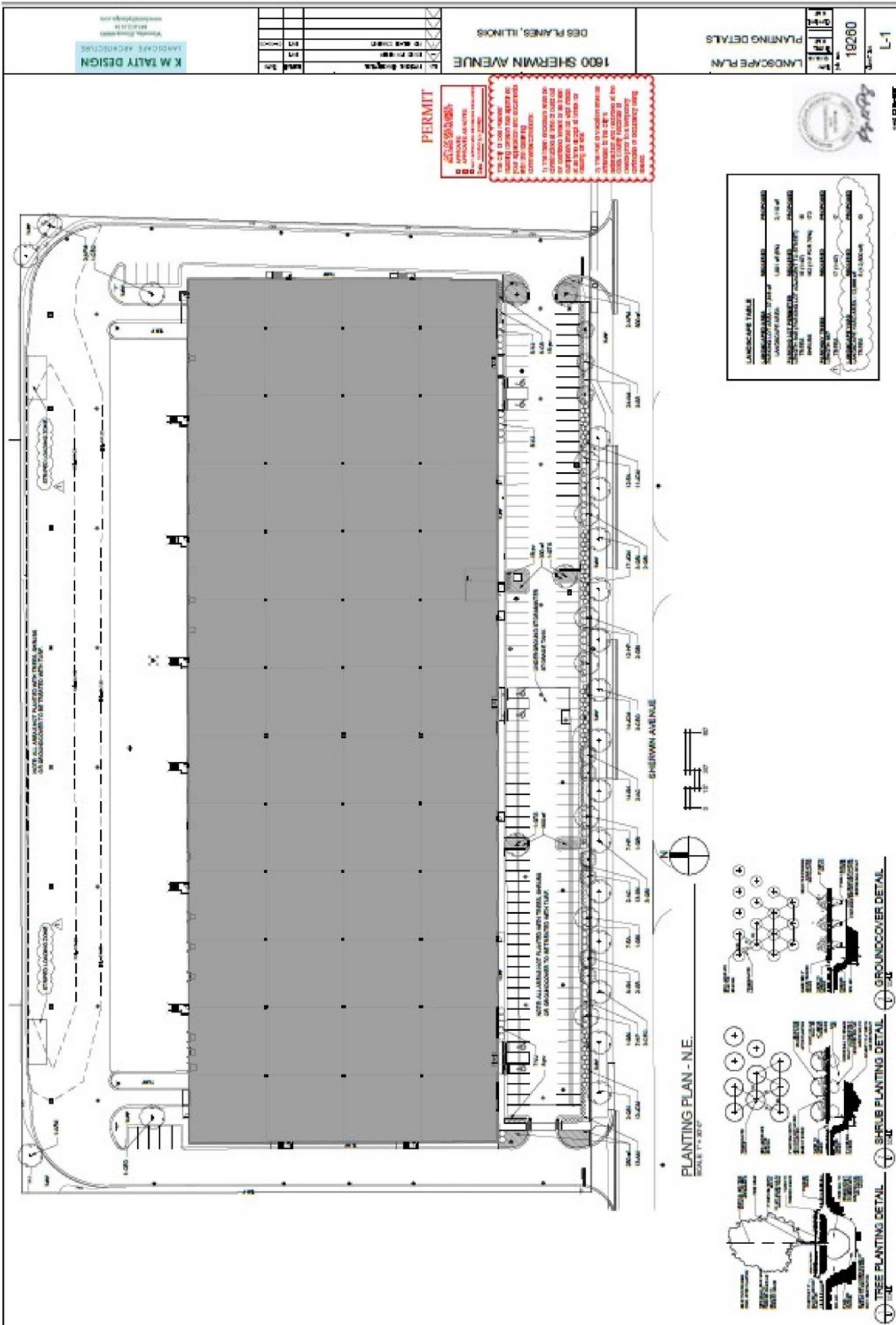
SCALE: 1/8" = 1'-0"  
DATE: 08/11/2017  
PROJECT: A1.0

NO.	DESCRIPTION	DATE	BY	CHKD.
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2	ISSUED FOR PERMITS	08/11/2017		
3	ISSUED FOR PERMITS	08/11/2017		
4	ISSUED FOR PERMITS	08/11/2017		
5	ISSUED FOR PERMITS	08/11/2017		
6	ISSUED FOR PERMITS	08/11/2017		
7	ISSUED FOR PERMITS	08/11/2017		
8	ISSUED FOR PERMITS	08/11/2017		
9	ISSUED FOR PERMITS	08/11/2017		
10	ISSUED FOR PERMITS	08/11/2017		

Speculative Office/Warehouse Building  
**1600 SHERWIN AVENUE**  
Des Plaines, Illinois

**alston**  
CONSTRUCTION  
625 N. RAND ROAD | SUITE 400  
NORWELL, IL 60452

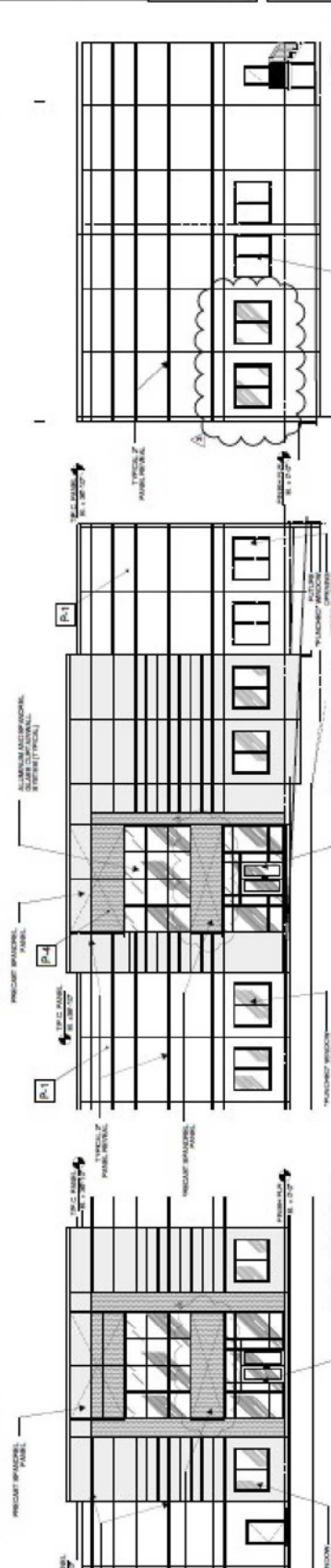
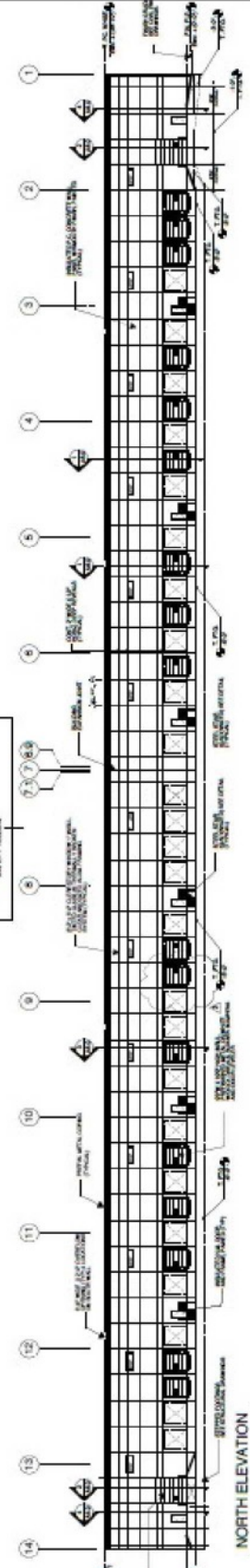
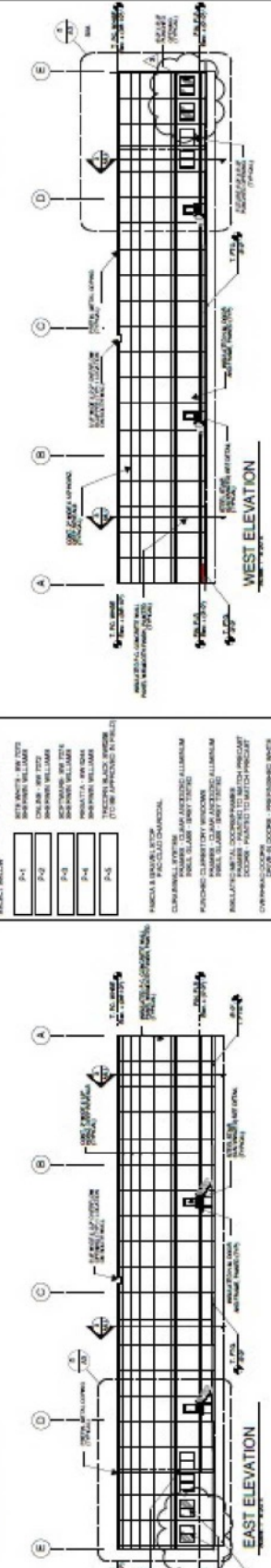
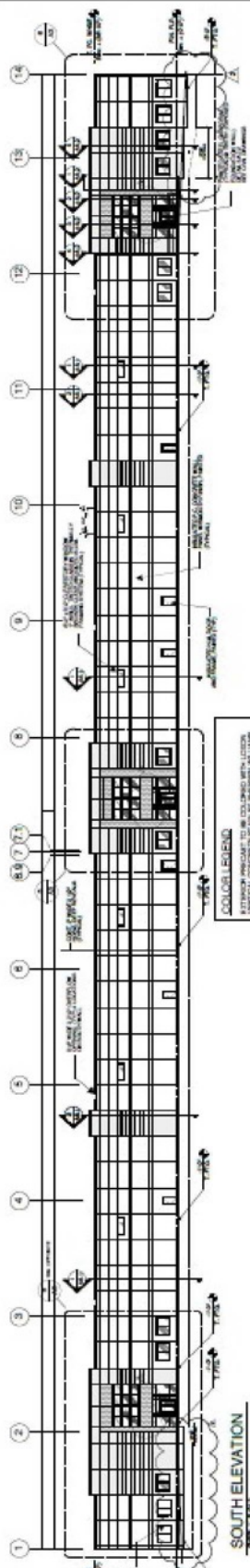
SchmidDesign  
ARCHITECTS  
10000 N. WISCONSIN  
NORWELL, IL 60452







 1600 SHERWIN AVENUE  
 Speculative Office Warehouse Building  
 Des Plaines, Illinois  
 CONSTRUCTION  
 CLIN. 10/11/2018  
 207 NEW AUBURN CH. 10/11/2018



**7 CORNER ENTRY - SIDE**  
SECTION 15

**6 CORNER ENTRY**  
SECTION 15

**5 CENTER ENTRY**  
SECTION 15

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

ELEVATIONS  
 SCALE  
 1/4" = 1'-0"  
 SHEET NO. A3.0

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

Company Name BTC III O'Hare Logistics Center LLC

Project Name BTC III O'Hare Logistics Center

Project Address 1600 to 1710 Sherwin Avenue, Des Plaines, IL

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

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

**WHO MUST SUBMIT AN EDS:**

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

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

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

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

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

**GENERAL INFORMATION**

Date this EDS is completed: January 7, 2021

A. Who is submitting this EDS? The individual will be the "Undersigned" throughout this EDS. BTC III O'Hare Logistics Center LLC

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

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

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

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

Build-To-Core Industrial Partnership III LLC

B. Business address of the Undersigned: 518 Seventeenth Street  
Suite 1700  
Denver, CO 80202

C. Telephone: (630) 365-7556 Fax: n/a Email: marty.edmondson@blackcreekgroup.com

D. Name of contact person: Marty Edmondson

E: Tax identification number: applied for

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

Development of approximately 164,000 square foot industrial building at 1600 to 1710 Sherwin Avenue

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

Passage of Updated 6B Property Tax Classification Resolution for 1600 to 1710 Sherwin Avenue

H. Describe contract:

N/A

**SECTION ONE: DISCLOSURE OF OWNERSHIP INTERESTS**

**A. NATURE OF ENTITY**

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

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

2. State of incorporation and date of incorporation of organization, if applicable:  
Delaware, November 13, 2018

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

Yes  No  N/A **Submit Proof by attachment.** Please see Exhibit B, attached hereto.

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

1. IF THE UNDERSIGNED IS A CORPORATION:

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

Name	Title

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

Name	Business	Address	Percentage Interest

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

Name	Business	Address	Percentage Interest

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

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

Name	Business	Address	Percentage Interest

**3. IF THE UNDERSIGNED IS A LIMITED LIABILITY COMPANY:**

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

Name	Business	Address	Percentage Interest
Build-To-Core Industrial Partnership III LLC			100%, Sole Member
518 Seventeenth Street, Suite 1700			<b><u>NO MANAGERS</u></b>
Denver, CO 80202			

Ownership of Build-To-Core Industrial Partnership III LLC:

BCG BTC III Managing Member LLC	0.0% Investment Managing Member
BCIF BTC III Member LLC	24.9% Investor Member
Address for above members is 518 Seventeenth Street, #1700 Denver, CO 80202	

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

Name	Title
<u>No Officers for BTC III O'Hare Logistics Center or Build-To-Core Industrial Partnership III LLC</u>	
<u>Officers for BCG BTC III Managing Member LLC are listed on Exhibit A, attached hereto.</u>	

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

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

Name	Business	Address

Trustee Name and Address	Trust Number

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

Name	Business	Address	Percentage Interest

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

Name	Business	Address	Percentage Interest

**SECTION TWO: BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS**

**A. DEFINITIONS AND DISCLOSURE REQUIREMENT**

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

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

**DOING BUSINESS:**

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

**FINANCIAL INTEREST:**

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

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

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

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

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

**B. CERTIFICATION**

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

Yes  No

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

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**SECTION THREE: DISCLOSURE OF RETAINED PARTIES**

**A. DEFINITIONS AND DISCLOSURE REQUIREMENTS**

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

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

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

**B. DISCLOSURE – attach additional pages, if necessary.**

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



Name	Business Address	Relationship to Undersigned (attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)
Dykema	10 South Wacker Drive, Ste 2300 Chicago, IL 60606	Attorney / Law Firm	\$5,000 estimated

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

Name	Status
Dykema	Retained

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

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

Name	Relationship with company	Date of plea or court action

Court in which plea made	County, and State or District

Nature of offense: \_\_\_\_\_

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

Name	Relationship with company	Date of plea or court action

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Court in which plea made

County, State, or District

Nature of offense:

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**SECTION FOUR: CERTIFICATIONS**

**A. CERTIFICATION OF COMPLIANCE**

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

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

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None

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

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

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None

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

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

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

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

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

#### **B. FURTHER CERTIFICATIONS**

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

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

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

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

2. The certifications concern:

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

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

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

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

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

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

4. Neither the Undersigned, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. If the Undersigned is unable to certify to any of the above statements in this Part III, the Undersigned must explain below:

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

### C. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Section 1-9-1 et seq. of the Municipal Code have the same meanings when used in this Part III.

- 1. ~~In accordance with Section 1-9-3 of the Municipal Code:~~  
Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person in the Matter?

Yes  No

**NOTE: If you answered "No" to Item C(1), you are not required to answer Items C(2) or (3) below. Instead, review the certification in Item C(4) and then proceed to Section Five. If you answered "Yes" to Item C(1), you must first respond to Item C(2) and provide the information requested in Item C(3). After responding to those items, review the certification in Item C(4) and proceed to Section Five.**

- 2. Unless sold pursuant to a process of competitive bidding, no City elected official or employee shall have a financial interest in his or her own name or in the name

of any other person in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part V.

Does the Matter involve a City Property Sale?  
 Yes  No

3. If you answered "yes" to Item C(1), provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. The Undersigned further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

**SECTION FIVE: DISCLOSURE OF A FAMILIAL RELATIONSHIP**

A. The Undersigned must disclose whether such Applicant or any Applicable Party (as defined below) or any spouse or domestic partner thereof currently has a "familial relationship" with any elected City official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Undersigned or any Applicable Party or any spouse or domestic partner thereof is related to the mayor, any councilman, or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means any (1) officer, member, manager, partner or executive director, of a legal entity or any person exercising similar authority, or (2) any person having more than a 7.5 percent ownership interest in the Applicant as listed in Section I.B,

B. Does the Undersigned or any "Applicable Party" or any spouse or domestic partner thereof currently have a "familial relationship" with an elected City official or department head?

Yes  No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

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**SECTION SIX: CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE**

**The Undersigned understands and agrees that:**

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Undersigned understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based including, but not limited to, compliance with the City Code of Ethics.

B. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Undersigned's participation in the Matter and/or declining to allow the Undersigned to participate in other transactions with the City.

C. ~~Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise.~~ **By completing and signing this EDS, the Undersigned waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS, and conduct any background investigation which may be necessary as a result of this EDS.**

D. The Undersigned has not withheld or reserved any disclosures as to economic interests in the Undersigned, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks economic entitlements requiring City Council approval.

E. The information provided in this EDS must be kept current. In the event of changes, the Undersigned must supplement this EDS up to the time the City takes action on the Matter and recertify the supplemental matters.

**CERTIFICATION**

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Applicant, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

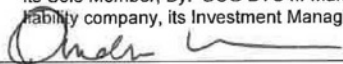
BTC III Acquisitions LLC, a Delaware limited liability company

Date: January 13, 2021

(Print name of individual or legal entity submitting this EDS)

By: Build-To-Core Industrial Partnership III LLC, a Delaware limited liability company,  
its Sole Member, By: BCG BTC III Managing Member LLC, a Delaware limited

liability company, its Investment Managing Member

By:   
(Sign here)

Andrea L. Karp

Print name of signer

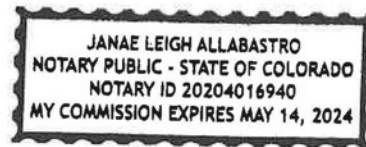
Managing Director, Head of Due Diligence

Title of signer

SUBSCRIBED and SWORN to before  
me this 13, day of January, 2021.

  
NOTARY PUBLIC

(SEAL)

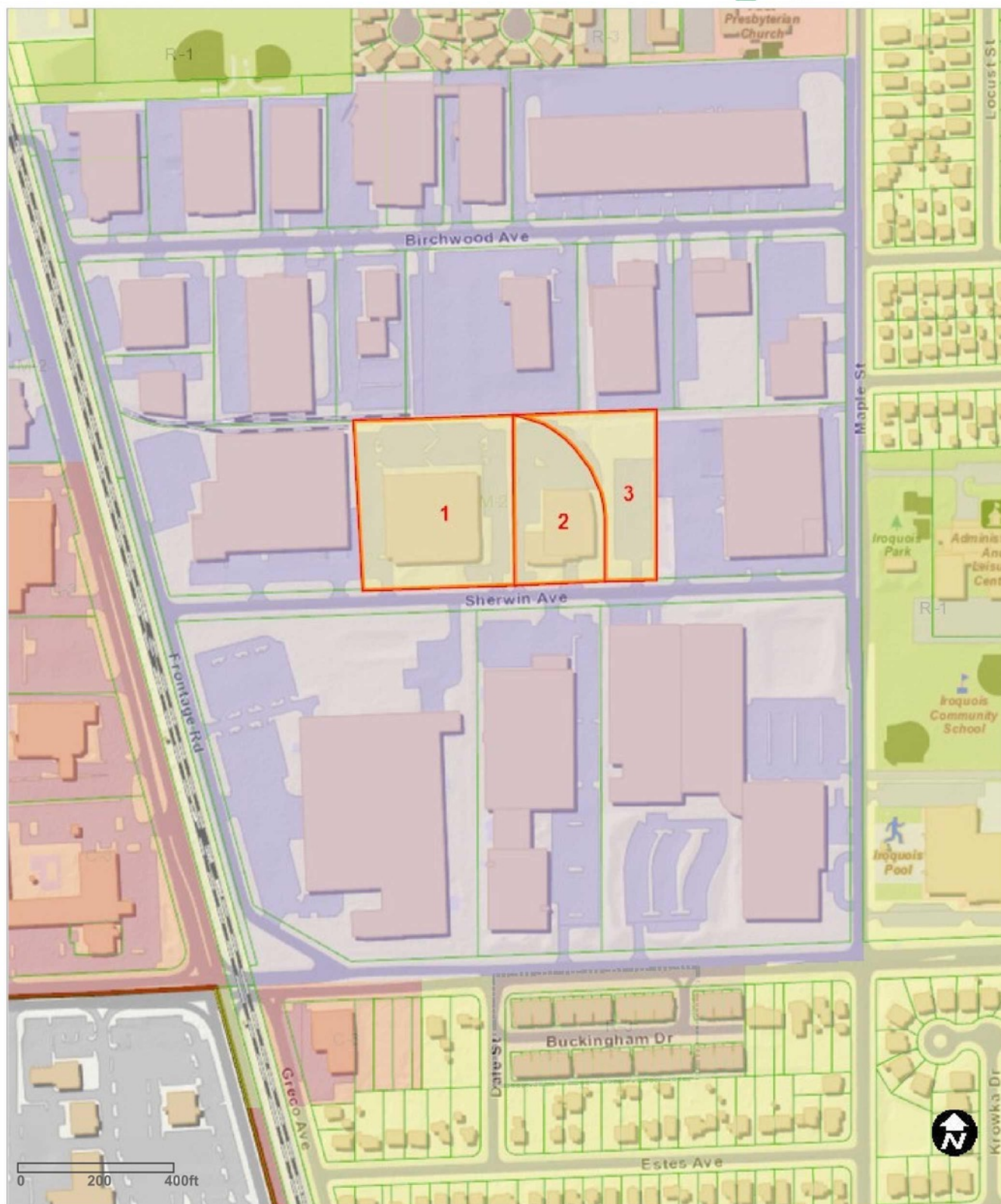




BTC III O'Hare Logistics Center LLC  
 1700 Sherwin Ave.  
 Spec Industrial Building  
 6(b) Savings  
 Summary of Cash Flow

Collection Year	(Reference - Table 4)		(Reference - Table 5)				Increases in Taxes 6b vs. Vacant
	Full Taxes		Taxes with 6(b)	Savings	Taxes If Vacant		
2022	\$ 388,942.10	\$	\$ 388,942.10	\$ -	\$ 132,506.80		
2023	777,884.20		311,153.68	466,730.52	132,506.80		178,646.88
2024	777,884.20		311,153.68	466,730.52	132,506.80		178,646.88
2025	777,884.20		311,153.68	466,730.52	132,506.80		178,646.88
2026	837,696.21		335,078.48	502,617.72	142,695.33		192,383.15
2027	837,696.21		335,078.48	502,617.72	142,695.33		192,383.15
2028	837,696.21		335,078.48	502,617.72	142,695.33		192,383.15
2029	902,107.19		360,842.88	541,264.31	153,667.26		207,175.61
2030	902,107.19		360,842.88	541,264.31	153,667.26		207,175.61
2031	902,107.19		360,842.88	541,264.31	153,667.26		207,175.61
2032	971,470.78		388,588.31	582,882.47	165,482.83		223,105.48
2033	971,470.78		582,882.47	388,588.31	165,482.83		417,399.63
2034	971,470.78		777,176.62	194,294.16	165,482.83		611,693.79
<b>Total</b>	<b>\$ 10,856,417</b>	<b>\$</b>	<b>\$ 5,158,815</b>	<b>\$ 5,697,603</b>	<b>\$ 1,915,563</b>	<b>\$</b>	<b>2,986,816</b>
<b>Net Present Value (6%)</b>	<b>\$ 7,155,853</b>	<b>\$</b>	<b>\$ 3,361,241</b>	<b>\$ 3,794,612</b>	<b>\$ 1,281,450</b>	<b>\$</b>	<b>1,948,143</b>

(1) 2022 taxes paid assume partial assessment/successful appeal of 50% in 2021. 6b begins in 2022 payable 2023



Map created on May 7, 2019.

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Disclaimer: 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.



Perspective\_North-West

**KEY NOTES**

- 1** PRECAST CONCRETE LAP PANEL WITH FORMLINER
- 3** DOUPLE STACKED STORE FRONT SYSTEM WITH HIGH PERFORMANCE GLASS (550 S.F.)
- 5** METAL FRAMED CANOPY
- 2** PRECAST CONCRETE PANEL WITH PAINT AND REVEALS
- 4** POTENTIAL TENANT SIGNAGE AND BRANDING
- 6** 6' X 3' CLERESTORY WINDOW IN THE WAREHOUSE AREA

SCHEME 11

Conceptual Design

1600 SHERWIN AVE  
DES PLAINES, IL





Elevation\_West



Elevation\_South



Elevation\_East



Elevation\_North

SCHEME 11

Conceptual Exterior Elevations

1600 SHERWIN AVE  
DES PLAINES, IL

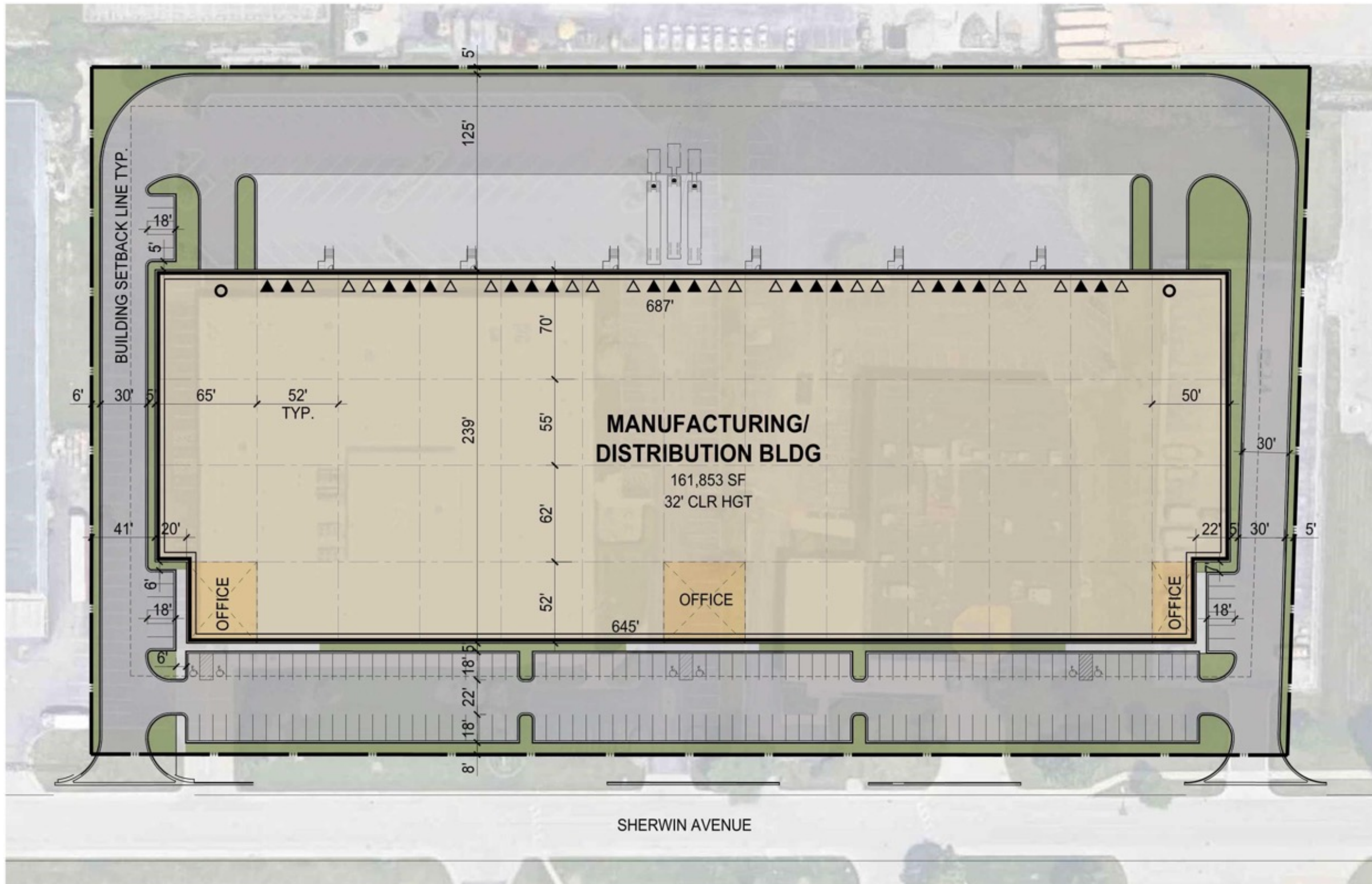


WARE MALCOMB

CHI18-0254-00  
03.22.2019

SHEET  
3

Page 37 of 43



**PROJECT DATA:**

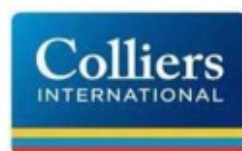
<b>SITE AREA:</b>	
GROSS:	7.78 AC
<b>BUILDING FOOTPRINT:</b> 338,987 SF	
<b>COVERAGE:</b> 161,853 SF	
GROSS:	48%
<b>PARKING PROVIDED:</b>	
AUTO:	162 STALLS @1./1000 SF
<i>REQ. ACCESSIBLE</i>	
6 STALLS	
<b>TRUCK DOCKS:</b>	
▲ DOCK-HIGH DOORS	19
△ KNOCK-OUTS OR RATED	18
○ GRADE-LEVEL DOORS	2



SCHEME 11

Conceptual Site Plan

1600 SHERWIN AVE  
DES PLAINES, IL



**CITY OF DES PLAINES**

**RESOLUTION R - 42 - 21**

**A RESTATED AND AMENDED RESOLUTION  
REAFFIRMING THE CITY'S SUPPORT OF AND CONSENT  
TO APPROVAL OF CLASS 6b CLASSIFICATION FOR THE  
PROPERTY LOCATED AT 1600-1710 SHERWIN AVENUE,  
DES PLAINES, ILLINOIS.**

**WHEREAS**, BTC III O'Hare Logistics, LLC ("*Applicant*") is the contract purchaser of certain property commonly known as 1600-1710 Sherwin Avenue in the City, legally described in **Exhibit A** attached to, and by this reference made a part of, this Resolution (collectively, the "*Subject Property*"); and

**WHEREAS**, the current owner of the Subject Property, Sherwin Industrial I, LLC ("*Owner*"), desires to sell the Property to the Applicant and has consented to this revised application of a new Class 6b Property Tax Incentive Application; and

**WHEREAS**, on August 19, 2019, the Des Plaines City Council approved Resolution R-142-19 supporting and consenting to the approval of a Class 6b classification to incentivize the demolition of obsolete structures and redevelopment of the Subject Property with a modern logistics/warehouse structure with accessory office space ("*Redevelopment Project*"); and

**WHEREAS**, the City's support and consent granted Resolution R-142-19 was conditioned on (i) that the Redevelopment Project would be completed within a specific time frame; and (ii) that project costs expended on the construction of the Redevelopment Project would exceed a minimum threshold; and

**WHEREAS**, due to market conditions, the project schedule has been extended and the projected project cost has been reduced, but the scope of the Redevelopment Project remains within the parameters for the City Council's support; and

**WHEREAS**, as of the effective date of this Resolution, the Cook County Assessor has not applied the Class 6b Classification to the Subject Property; and

**WHEREAS**, the Applicant has requested that the City Council now reaffirm its support of the Redevelopment Project by adopting a restated and amended resolution approving and consenting to the application of the Class 6b Classification to the Subject Property; and

**WHEREAS**, the Subject Property consists of an approximately 7.786-acre site that planned for improvement with an approximately 164,125 square-foot warehouse-style industrial building to be located at 1600 Sherwin Avenue which Applicant intends to lease to an industrial user for warehousing and distribution purposes ("*Proposed Use*"); and

**WHEREAS**, the Owner demolished the existing structures on the Subject Property in 2019 and commenced construction on the Redevelopment Project in 2020; and

**WHEREAS**, the Applicant estimates that the Redevelopment Project’s final construction value will be \$9,176,349 and will constitute new construction on the Subject Property; and

**WHEREAS**, the Applicant estimates that the interior build-out of the tenant space within the new structure will be no less than \$250,000, above and beyond the minimum projected construction value of the Redevelopment Project; and

**WHEREAS**, the Applicant estimates the Proposed Use will generate approximately 50 new full-time positions; and

**WHEREAS**, pursuant to Section 74-62(b) of the Cook County Real Property Assessment Classification Ordinance ("**County Classification Ordinance**"), the Applicant intends to file with the Office of the Assessor of Cook County an application for Class 6b classification of the Subject Property under the eligibility criteria of “new construction”; and

**WHEREAS**, the Class 6b classification temporarily reduces the property tax assessment of qualifying properties in order to promote industrial projects which would not be economically feasible without assistance; and

**WHEREAS**, the Applicant would be unable to justify the purchase of the Subject Property and the additional investments necessary to complete the Redevelopment Project and cause the Subject Property to be reoccupied for the Proposed Use but for the classification of the Subject Property as Class 6b under the Classification Ordinance; and

**WHEREAS**, in order to qualify for the 6b Classification, the Applicant must receive the consent of the City in the form of a resolution from the City Council; and

**WHEREAS**, as part of the Class 6b application filed with the City for the Subject Property, the Applicant filed a Cook County compliant Economic Disclosure Statement with the City; and

**WHEREAS**, the City Council hereby find that it is in the best interest of the City and the public to provide its consent and approval to the Applicant’s request for a Class 6b classification for the Subject Property and to support Cook County’s exercise of its home rule authority to grant the Class 6b classification.

**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: RESTATED AND AMENDED DETERMINATION OF ELIGIBILITY AND APPROPRIATENESS.** The City Council hereby finds and determines that: (a) the Subject Property is appropriate for the Class 6b classification pursuant to the Classification Ordinance; (b) Class 6b classification of the Subject Property is necessary for the new construction and occupation of the Subject Property; and (c) the new construction of the

Proposed Improvements on the Subject Property constitutes an extraordinary and special circumstance warranting the grant of the Class 6b classification.

**SECTION 3: REAFFIRMED SUPPORT AND CONSENT TO CLASS 6b CLASSIFICATION.** Pursuant to the County Classification Ordinance, the City Council hereby reaffirms its approval, consent to, and support of the classification of the Subject Property as Class 6b property, subject to the conditions set forth in Section 4 of this Resolution.

**SECTION 4: CONDITIONS OF CITY'S REAFFIRMED CONSENT; REVOCATION.** The consent granted in Section 3 of this Resolution is expressly conditioned upon the occurrence and/or satisfaction by the Applicant of the following conditions:

- A. The Applicant will complete, or cause the completion of, construction of the Redevelopment Project, with the exception of interior tenant-specific buildout, no later than February 16, 2022; and
- B. The Applicant has provided evidence to the City that the permitted construction costs for the Redevelopment Project are in the amount of \$9,176,349.

The Applicant agrees and acknowledges that if any of the conditions set forth in this Section 4 have not been satisfied by February 16, 2022, the City Council shall have the option, in its sole and exclusive discretion, to revoke the consent granted in Section 3 by resolution duly adopted in accordance with the procedures set forth in Section 74-73 of the Cook County Code of Ordinances. In the event that the City Council revokes its consent, the City Clerk is directed to promptly deliver notice of such revocation to the Board of Commissioners of Cook County and the Office of the Cook County Assessor along with certified copies of the revoking resolution.

**SECTION 5: PURPOSE AND EFFECT.** This Resolution is intended to repeal and replace City of Des Plaines Resolution R-142-19 in its entirety. Upon the effective date of this Resolution, the provisions of Resolution R-142-19 shall be of no further force and effect.

**SECTION 6: DELIVERY.** The City Clerk is hereby directed to transmit a certified copy of this Resolution to the Applicant. The Applicant shall be responsible for presenting such certified copy to the Board of Commissioners of Cook County and filing such certified copy with the Office of the Cook County Assessor.

**SECTION 7: EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval according to law and the satisfaction of the conditions set forth in Section 4 above.

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

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

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



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**MAYOR**

ATTEST:

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**

DP-Resolution Supporting Class 6b Classification 1600-1710 Sherwin Avenue

**EXHIBIT A**  
**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 DESCRIBED AS FOLLOWS:  
COMMENCING ON THE NORTH LINE OF SHERWIN AVENUE 651.21 FEET EAST OF  
THE WEST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 TO THE POINT OF  
BEGINNING THENCE NORTH PARALLEL WITH THE WEST LINE AT A DISTANCE OF  
152.735 FEET THENCE NORTHWESTERLY ALONG THE ARC OF A CIRCLE AT A  
RADIUS OF 287.94 FEET CONVEX TO THE NORTHEAST AND TANGENT TO THE EAST  
LINE OF THE WEST 651.21 FEET AT A DISTANCE OF 385.37 FEET MORE OR LESS  
THENCE EAST AT A DISTANCE OF 353.792 FEET THENCE SOUTH AT RIGHT ANGLES  
AT A DISTANCE OF 440 FEET TO THE NORTH LINE OF SHERWIN AVENUE THENCE  
WEST AT A RIGHT ANGLE AT A DISTANCE OF 132.067 FEET TO THE POINT OF  
BEGINNING OF SECTION 28 TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 09-28-300-039-0000

THE SOUTH 440 FEET OF THE NORTH 1636.102 FEET OF THE WEST 1/2 OF THE  
SOUTHWEST 1/4 (EXCEPT THE WEST 414.025 FEET) LYING WEST OF A LINE  
COMMENCING ON THE NORTH LINE OF SHERWIN AVENUE 651.21 FEET EAST OF  
THE WEST LINE THENCE NORTH PARALLEL WITH THE WEST LINE 152.735 FEET TO  
A POINT OF TANGENCY THENCE NORTHWESTERLY ON A CURVE CONVEX  
NORTHEASTERLY WITH A RADIUS OF 287.94 FEET A DISTANCE OF 385.37 FEET TO  
A POINT ON THE NORTH LINE 429.485 FEET EAST OF THE WEST LINE IN SECTION 28  
TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN  
COOK COUNTY, ILLINOIS.

P.I.N. 09-28-300-024-0000

LOT 2 IN C. W. PROPERTIES - CHICAGO, A SUBDIVISION OF PART THE EAST 1/2 OF  
THE SOUTHEAST 1/4 OF SECTION 29 AND PART OF THE WEST 1/2 OF THE  
SOUTHWEST 1/4 OF SECTION 28 TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE  
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 09-28-300-037-0000

Commonly known as 1600-1710 Sherwin, Des Plaines, Illinois


**COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT**

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

**MEMORANDUM**

**Date:** January 13, 2021  
**To:** Michael G. Bartholomew, MCP, LEED AP, City Manager  
**From:** Michael McMahon, Director of Community and Economic Development *mm*  
 Jonathan Stytz, Planner *JS*  
**Subject:** Consideration of Major Variations at 1415 Redeker Road, Case 20-045-V (1<sup>st</sup> Ward)

**Issue:** The petitioner is requesting the following: (i) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a front building setback of 30.18-feet in the M-1, Limited Manufacturing District where 60-feet is required; (ii) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a west side building setback of 2.51-feet and an east side building setback of 0-feet in the M-1, Limited Manufacturing District where 60-feet is required; (iii) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a rear building setback of 0-feet in the M-1, Limited Manufacturing District where 60-feet is required; (iv) a Major Variation under Section 12-9-7 of the 1998 Des Plaines Zoning Ordinance, as amended, to allow eighteen parking spaces on site where 41 parking spaces are required; (v) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a lot size of 0.54-acres in the M-1, Limited Manufacturing District where a minimum of 5-acres is required; and (vi) the approval of any other such variations, waivers, and zoning relief as may be necessary.

**Analysis:**

**Address:** 1415 Redeker Road  
**Owner:** 1415 Redeker, LLC, 1415-1419 Redeker Road, Des Plaines, IL 60016  
**Petitioner:** 1415 Redeker, LLC, 1415-1419 Redeker Road, Des Plaines, IL 60016  
**Case Number:** 20-045-V  
**Real Estate Index Numbers:** 09-17-200-044-0000; -045; -051; -106  
**Ward:** #1, Alderman Mark A. Lysakowski  
**Existing Zoning:** M-1, Limited Manufacturing District

**Existing Land Use:** Manufacturing (Multi-tenant industrial building)

**Surrounding Zoning:** North: C-2, Limited Office Commercial District / C-3, General Commercial District  
 South: C-3, General Commercial District  
 East: M-1, Limited Manufacturing District / C-3, General Commercial District  
 West: M-1, Limited Manufacturing District

**Surrounding Land Use:** North: Commercial (City Electric Supply / Golf River)  
 South: Utilities (ComEd)  
 East: Automotive Repair Shop (Damiano Service Center)  
 West: Commercial (X-pert Landscaping)

**Street Classification:** Redeker Road is classified as a local street.

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

**Project Description:** The petitioner Jay Lazar, on behalf of 1415 Redeker, LLC, is requesting Major Variations for building setbacks, parking, and lot size for the property located at 1415 Redeker Road. The subject property is 52,382-square feet (1.203 acres) in size and is comprised of four lots, which are improved with a single 2-story building, surface parking areas on the north and east side of the building, and a drive aisle along the east side of the building that connects to River Road as shown in the Plat of Survey (Attachment 4). The first floor of the building on the subject property contains a 1,345-square foot office area, an 18,115-square foot east warehouse area, an 8,715-square foot west warehouse area, and 9,360-square foot central warehouse area, a 400-square foot mechanical area with restrooms, and an 2,210-square foot east annex. The partial second floor located over the east warehouse area contains an 18,200-square foot warehouse space. In total, the building contains 52,645-square feet of warehouse area.

The petitioner wishes to sell off one of the four parcels to the property owner of 10 S. River Road who is proposing to resubdivide and absorb the easternmost portion of the property (Parcel 09-17-200-044-0000) located at 1415 Redeker Road. This request is tied with a Tentative Plat of Subdivision and Major Variation request at 10 S. River Road (Case #20-046-SUB-V). The parcel in question is located behind the properties at 10 River Road, 20 River Road and 24 River Road and is shown as Lot 2 on the Proposed Site Plan (Attachment 5). Lot 2 is 12,684-square feet (0.291-acres) in size and is comprised of one lot, which is improved with a portion of the multi-tenant manufacturing building located on 1415 Redeker Road and a gravel drive aisle/parking area. A portion of the multi-tenant manufacturing building is located on Lot 2, denoted as the East Annex on the Existing Floor Plan (Attachment 6). Since the east annex structure is located entirety on Lot 2 and is attached with the rest of the multi-tenant building, the east annex structure would not meet current building and fire codes. Thus, the property owner of 10 River Road plans to demolish the east annex structure and replace it with a dust-free hard surface. Aside from the portion of 1415 Redeker Road (Lot 2) being sold to the owner

of 10 River Road, the proposal does not include any alterations to the existing building or site as a whole. Pursuant to Section 12-9-7 of the Des Plaines Zoning Ordinance, the following parking regulations apply to this request:

- One space for every 250-square feet of gross floor area of office areas; and
- One space for every 1,500-square feet of gross floor area for warehousing areas.

Based on the parking regulations, the total number of parking spaces required is 41 (1,345-square foot/250-square foot plus 52,645-square feet/1,500-square feet equals 41 spaces), including two handicap accessible parking spaces. Given the loss of the parking and drive aisle area on Lot 2, the petitioner proposes to designate 18 parking spaces, including two handicap accessible parking spaces, at the front of the building located along Redeker Road for use of the subject property (Lot 1) as shown on the Proposed Site Plan (Attachment 5). Since the provided parking count results in a 23 parking space deficit to the minimum parking space requirements pursuant to Section 12-9-7, the petitioner is requesting a parking variation.

There are several variations included with this request given that the subject property does not conform to building setback, parking, and minimum lot size requirements for the M-1, Limited Manufacturing District and the proposed resubdivision would increase the existing non-conforming building setbacks and parking availability for the building on 1415 Redeker Road, even with the removal of the east annex structure. Thus, the petitioner is also requesting five Major Variations as summarized in the table below:

Bulk Regulations	M-1	Existing	Proposed
Maximum height	50-feet	33-feet	33-feet
Minimum front yard setback	60-feet	30.18-feet	<b>30.18-feet*</b>
Minimum side yard setback	60-feet	2.51-feet (west); 21.75-feet (east)	<b>2.51-feet (west); 0-feet (east)*</b>
Minimum rear yard setback	60-feet	0-feet	<b>0-feet*</b>
Minimum lot size	5-acres	1.20-acres	<b>1.20-acres*</b>
Maximum building coverage	75%	69%	69%
Parking (Office & Warehouse)	41 spaces	18 spaces	<b>18 spaces*</b>

***\*Requested Variations***

**Variation Findings:** Variation requests are subject to the standards set forth in Section 12-3-6(H) of the 1998 City of Des Plaines Zoning Ordinance, as amended.

- 1. Hardship: No variation shall be granted pursuant to this subsection H unless the applicant shall establish that carrying out the strict letter of the provisions of this title would create a particular hardship or a practical difficulty:**

Comment: Please see the Petitioner’s responses to Standards for Variations.

- 2. Unique Physical Condition:** The subject lot is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure, or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject lot that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot:

*Comment:* Please see the Petitioner's responses to Standards for Variations.

- 3. Not Self-Created:** The aforesaid unique physical condition is not the result of any action or inaction of the owner or its predecessors in title and existed at the time of the enactment of the provisions from which a variance is sought or was created by natural forces or was the result of governmental action, other than the adoption of this title:

*Comment:* Please see the Petitioner's responses to Standards for Variations.

- 4. Denied Substantial Rights:** The carrying out of the strict letter of the provision from which a variance is sought would deprive the owner of the subject lot of substantial rights commonly enjoyed by owners of other lots subject to the same provision:

*Comment:* Please see the Petitioner's responses to Standards for Variations.

- 5. Not Merely Special Privilege:** The alleged hardship or difficulty is neither merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely the inability of the owner to make more money from the use of the subject lot:

*Comment:* Please see the Petitioner's responses to Standards for Variations.

- 6. Title And Plan Purposes:** The variation would not result in a use or development of the subject lot that would be not in harmony with the general and specific purposes for which this title and the provision from which a variation is sought were enacted or the general purpose and intent of the comprehensive plan:

*Comment:* Please see the Petitioner's responses to Standards for Variations.

- 7. No Other Remedy:** There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject lot.

*Comment:* Please see the Petitioner's responses to Standards for Variations.

- 8. Minimum Required:** The requested variation is the minimum measure of relief necessary to alleviate the alleged hardship or difficulty presented by the strict application of this title.

*Comment:* Please see the Petitioner's responses to Standards for Variations.

**Planning and Zoning Board Review:** The Planning and Zoning Board met on January 12, 2021 to consider the following requests: (i) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a front building setback of 30.18-feet in the M-1, Limited Manufacturing District where 60-feet is required; (ii) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a west side building setback of 2.51-feet and an east side building setback of 0-feet in the M-1, Limited Manufacturing District where 60-feet is required; (iii) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a rear building

setback of 0-feet in the M-1, Limited Manufacturing District where 60-feet is required; (iv) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a lot size of 0.54-acres in the M-1, Limited Manufacturing District where a minimum of 5-acres is required; and (v) a Major Variation under Section 12-9-7 of the 1998 Des Plaines Zoning Ordinance, as amended, to allow eighteen parking spaces on site where 41 parking spaces are required.

The petitioner's engineer, Jason Doland, presented an overview of the request for the Major Variations, which are related to the Tentative Plat of Subdivision and Major Variation request for 10 S. River Road. He described that the intent of the request is to sell a portion of the property located at 1415 Redeker Road, identified as Lot 2 on the Tentative Plat of Subdivision, to the owner and petitioner of the related Tentative Plat of Subdivision and Major Variation request at 10 S. River Road for use of his business. He mentioned that Lot 2 is located in between the property at 10 S. River Road and the multi-tenant industrial building at 1415 Redeker Road and is improved with an existing asphalt/gravel area and one-story annex building connected to the multi-tenant industrial building. Mr. Doland explained that Lot 2 will be utilized as a driveway and parking area for the property owner at 10 S. River Road to help increase his business and more efficiently service vehicles on his property, identified as Lot 3 on the Tentative Plat of Subdivision. He pointed out the new 24-foot easement for Lot 2 on the Tentative Plat of Subdivision for easy access between 10 S. River Road (Lot 3) and the leased parking area within the ComEd right-of-way, which the owner of 10 S. River Road has permission to utilize for parking as well as for fire truck access as necessary. The petitioner's attorney added that the existing one-story annex building, identified as the east annex on the floor plan for 1415 Redeker Road, will be demolished as part of this request followed by the complete resurfacing of the Lot 2 property with a dust-free hard surface.

The Planning and Zoning Board (PZB) Members asked what was the purpose of the request; what the operation plan was for Lot 2 and how it would affect the operations on Lot 3; if there were any proposed surface improvements for Lot 2; if there were any proposed roadway improvements for Redeker Road; and why there was no staff recommendation.

Community and Economic Development staff provided an overview of the request identifying the increased non-conformities for the east building setback, available parking spaces on 1415 Redeker Road, and lot size. Staff did not recommend approval or disapproval of the request.

No one from the public spoke on this request. The Planning and Zoning Board recommended (4-1) that the City Council approve the request without any conditions. One board member abstained from voting on this request.

**Recommendations:** Staff does not recommend approval or disapproval of Ordinance Z-29-21 for the requested building setback, lot size, and parking variations for 1415 Redeker Road based on review of the information presented by the applicant and the standards and conditions met by Section 12-3-6(H) (Findings of Fact for Variations) as outlined within the City of Des Plaines Zoning Ordinance, as amended.

**Attachments:**

- Attachment 1: Project Narrative
- Attachment 2: Responses to Standards
- Attachment 3: Location Map
- Attachment 4: Plat of Survey
- Attachment 5: Existing Floor Plan
- Attachment 6: Site and Context Photos

**Ordinance Z-29-21**  
Exhibit A: Site Plan

### **III. PROJECT NARRATIVE**

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1415 Redeker LLC leases the buildings to Merchandise USA and Jonas Sales who each utilize the property and buildings as warehouse storage and office space with business operating hours of 8:00 – 4:00 p.m.

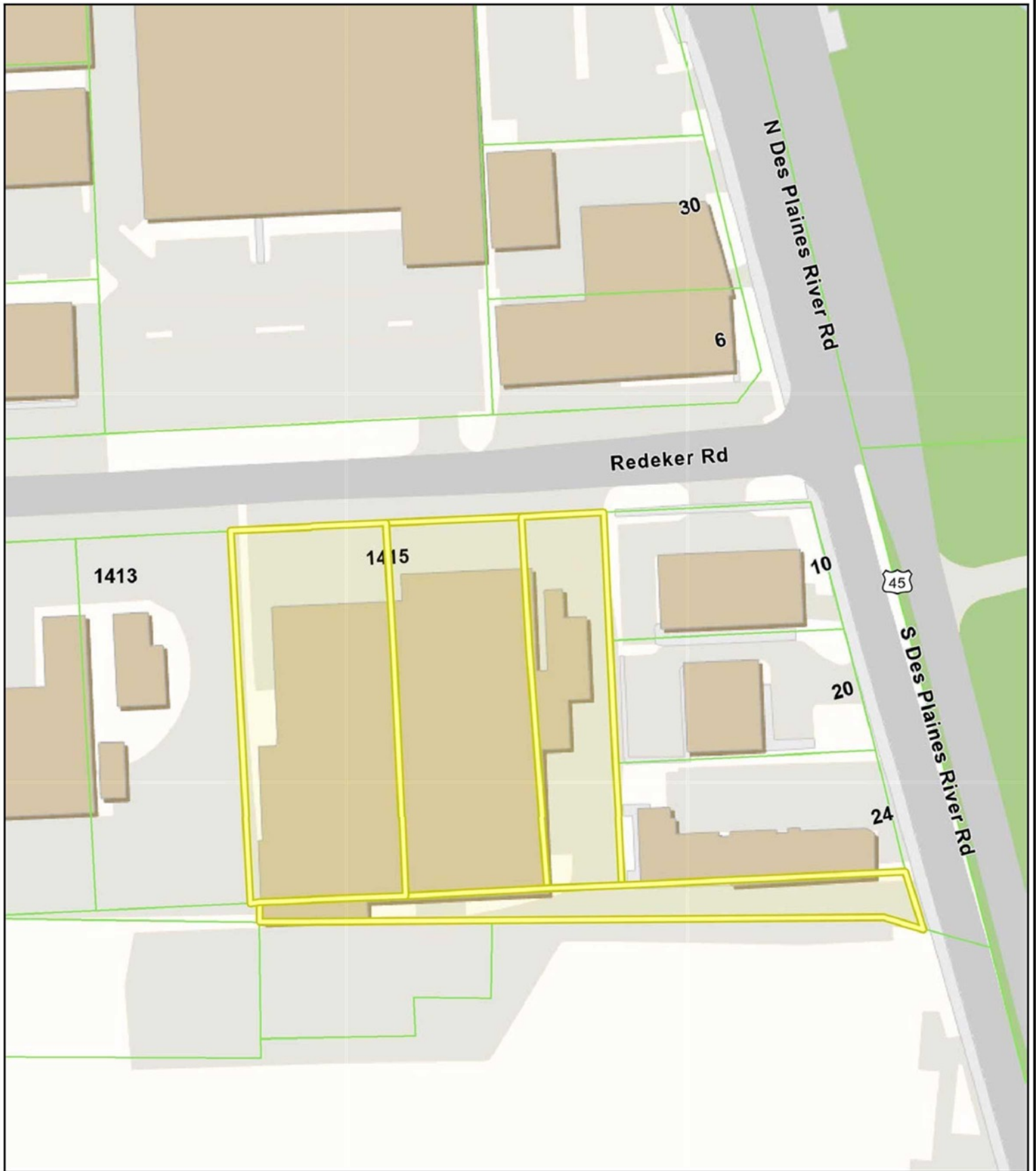
At any given time 6 employees are on the premises; Only 2 times a month do customers visit the property.



## II. STANDARDS OF VARIATION

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1. For 1415 Redeker LLC to adhere to the strict letter of the City of Des Plaines' Code after selling the East Annex property by bringing the 1415 buildings into compliance with the regulations for setbacks and parking spaces would be **physically impossible as a practical difficulty** due to the footprint of the buildings in relation to all surrounding buildings, properties and the streets and easements, as they all currently exist.
2. The **unique physical conditions** at 1415 Redeker are so due to its proximity to River Road and surrounding structures owned by third parties and the inability to expand the footprint of 1415; the proposed use with variances requested is non-confirming, yet the business within 1415 Redeker is not changing so there should be no impact on all surrounding properties, owners and the streets and easements.
3. 1415 Redeker LLC has **not self-created** the unique physical condition at the property by action or inaction; the structures and current layout have been in existence for a significant amount of time prior to the current ownership rights and the surrounding ownership rights.
4. Without the requested variance 1415 Redeker LLC will be unable to continue business operations – thus a **deprivation of a substantial right** currently held -- at the property because it would be forced to demolish portions of the buildings and property to come into compliance with the setback and parking space requirements.
5. 1415 Redeker LLC's hardship will be **more than a monetary hardship or loss of an additional right**; It will be deprived of continuing its business operations in the property as it would have to shut down to demolish portions of the warehouse to provide land for the setbacks and parking spaces required.
6. 1415 Redeker LLC's **plan purposes and title** with the variations requested for the use of 1415 Redeker will be in harmony with the current use and purpose as a warehouse and office space.
7. There is **no other means available** to 1415 Redeker LLC other than the requested variation, so it can sell the East Annex to Damiano Properties LLC for use in the Damiano Service Center without giving up currently utilized warehouse space for setback and parking space requirements.
8. 1415 Redeker LLC's variation requests constitute the bare **minimum relief** needed to sell the East Annex to Damiano Properties LLC for use in the Damiano Service Center's business operations.



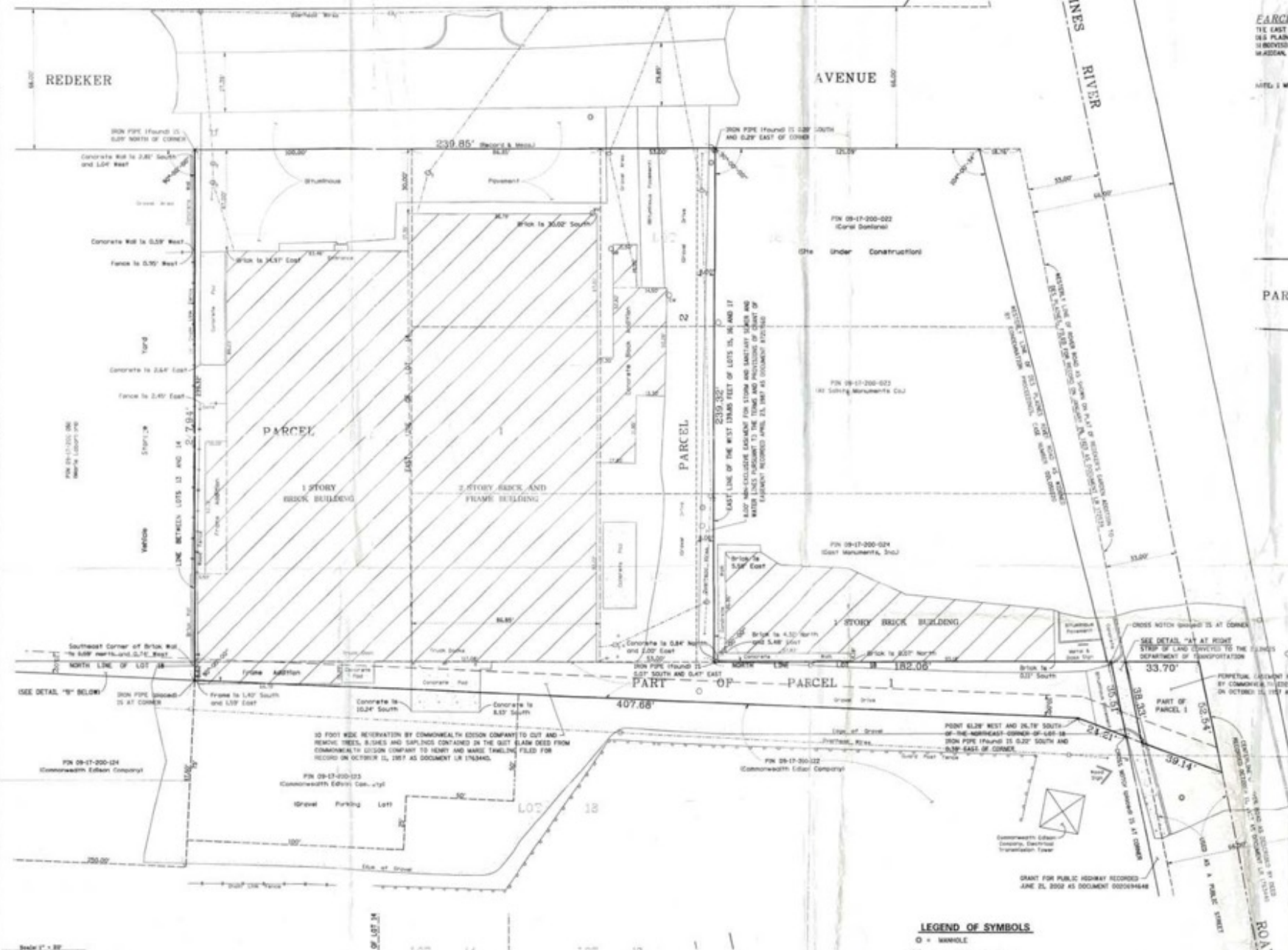
Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently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

Notes

# ALTA / ACSM LAND TITLE SURVEY

PROPERTY LOCATED AT 1415 REDEKER  
AVENUE, DES PLAINES, ILLINOIS.

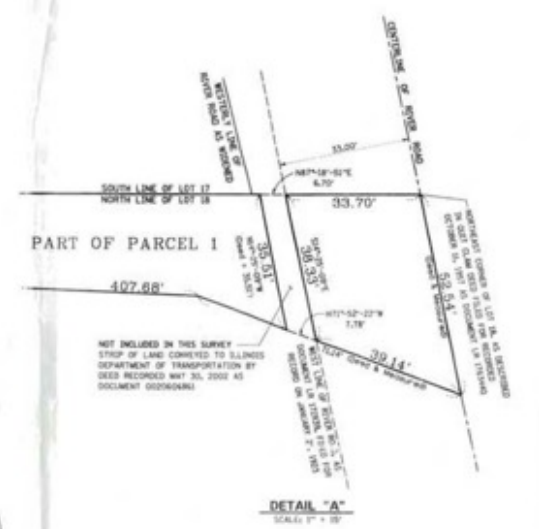
## LEGAL DESCRIPTIONS



**PARCEL 1:**  
LOT 14, THE WEST HALF FEET OF LOTS 15, 16 AND 17, THAT PART OF LOT 18 LYING NORTH OF A LINE EXTENDING FROM A POINT ON THE NORTH LINE OF SAID LOT 15, WHICH IS 88.11 FEET WEST OF THE NORTHEAST CORNER TO BEARY, THENCE SOUTHWESTERLY 50.14 FEET TO AN ANGLE POINT WHICH IS 61.26 FEET WEST OF AND 26.75 FEET SOUTH OF SAID NORTHEAST CORNER OF LOT 15 (MEASURED ALONG LINES PARALLEL TO SAID NORTH LINE AND THE EAST LINE OF SAID LOT 15) THENCE SOUTHWESTERLY 15.4 FEET TO A POINT ON THE EAST LINE OF SAID LOT 18 BEARING THE CORNER LINE OF REVER ROAD, WHICH IS 22.14 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 18, EXCEPTING FROM SAID TRACT THAT PART THEREOF LYING WEST OF THE WEST LINE EXTENDED SOUTH OF LOT 14 AND ALSO THAT PART OF THE LOT 18 DESCRIBED AS FOLLOWS: BEARING AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT 18 AND THE WESTERN RIGHT OF WAY LINE OF DES PLAINES REVER ROAD PER DOCUMENT 173893 RECORDED JANUARY 25, 1928 THENCE SOUTH 14 DEGREES 25 MINUTES ON SECONDS EAST 15.84 METERS (52 FEET) BEARING BASED ON STATE PLANE COORDINATES - ILLINOIS - EAST ZONE; THENCE NORTH TO DEGREES 57 MINUTES 22 SECONDS WEST 2.175 METERS (7.18 FEET) THENCE NORTH 14 DEGREES 25 MINUTES ON SECONDS WEST 15.84 METERS (52 FEET) TO THE NORTH LINE OF SAID LOT 18, THENCE NORTH 27 DEGREES 18 MINUTES 50 SECONDS EAST 2.042 METERS (6.70 FEET) AS MEASURED ALONG SAID NORTH LINE TO THE POINT OF BEGINNING. ALL IN REDEKER'S GARDEN ADDITION TO DES PLAINES IN SECTIONS 8 AND 17, TOWNSHIP 45 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
**AREA - 52,365 SQ. FT. (1.2021 ACRES)**  
NOT INCLUDING PART LYING IN DES PLAINES REVER ROAD

**PARCEL 2:**  
THE EAST 13.20 FEET OF THE WEST STRIP FEET OF LOT 15, 16 AND 17 ALL IN REDEKER'S GARDEN ADDITION TO DES PLAINES, BEING A SUBDIVISION OF LOT 6 AND 7 EXCEPT THE SOUTH 4 ACRES THEREOF IN REDEKER'S ESTATE (SUBDIVISION OF PARTS OF SECTION 8, 9, 16 AND 17, TOWNSHIP 45 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS).  
**AREA - 12,684 SQ. FT. (0.2912 ACRES)**

1 METER = 3.2808 US SURVEY FEET



**ie**  
consultants  
INCORPORATED  
1415 REDEKER AVENUE  
DES PLAINES, ILLINOIS 60018  
TEL: 708.399.1000  
FAX: 708.399.1001  
WWW.IECONSULTANTS.COM

- LEGEND OF SYMBOLS**
- = MANHOLE
  - = CATCH BASIN OR INLET
  - ⊕ = FIRE HYDRANT
  - ⊕ = ELECTRIC METER
  - ⊕ = GAS METER
  - ⊕ = WATER VALVE
  - ⊕ = UTILITY POLE
  - ⊕ = UTILITY POLE WITH TRANSFORMER
  - ⊕ = GUY WIRE
  - ⊕ = GUARD POST

**FLOOD HAZARD NOTE:**  
THE PROPERTY SHOWN HEREON IS LOCATED IN THE X AREA DETERMINED TO BE OUTSIDE 100-YEAR FLOOD PLAIN ACCORDING TO FLOOD INSURANCE RATE MAP, COMMUNITY NUMBER 17004, MAP NUMBER 17000007 F, EFFECTIVE DATE NOVEMBER 4, 2006.

**NOTE:**  
RANGES SHOWN IN PARENTHESES UNDER THE PROPERTY TRACT NUMBERS ARE THE ENTITIES TO WHOM PROPERTY TAX BILLS ARE MAILED, ACCORDING TO THE CURRENT ASSESSMENT RECORDS, BUT MAY NOT REFLECT RECENT REAL ESTATE TRANSACTIONS.

TO:  
LAKESHORE NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 18, 1899 AND KNOWN AS TRUST NO. 10800-06, MERCHANDISE L.S.A., INC./AN ILLINOIS CORPORATION  
CHICAGO TITLE INSURANCE COMPANY  
STATE OF ILLINOIS  
COUNTY OF COOK

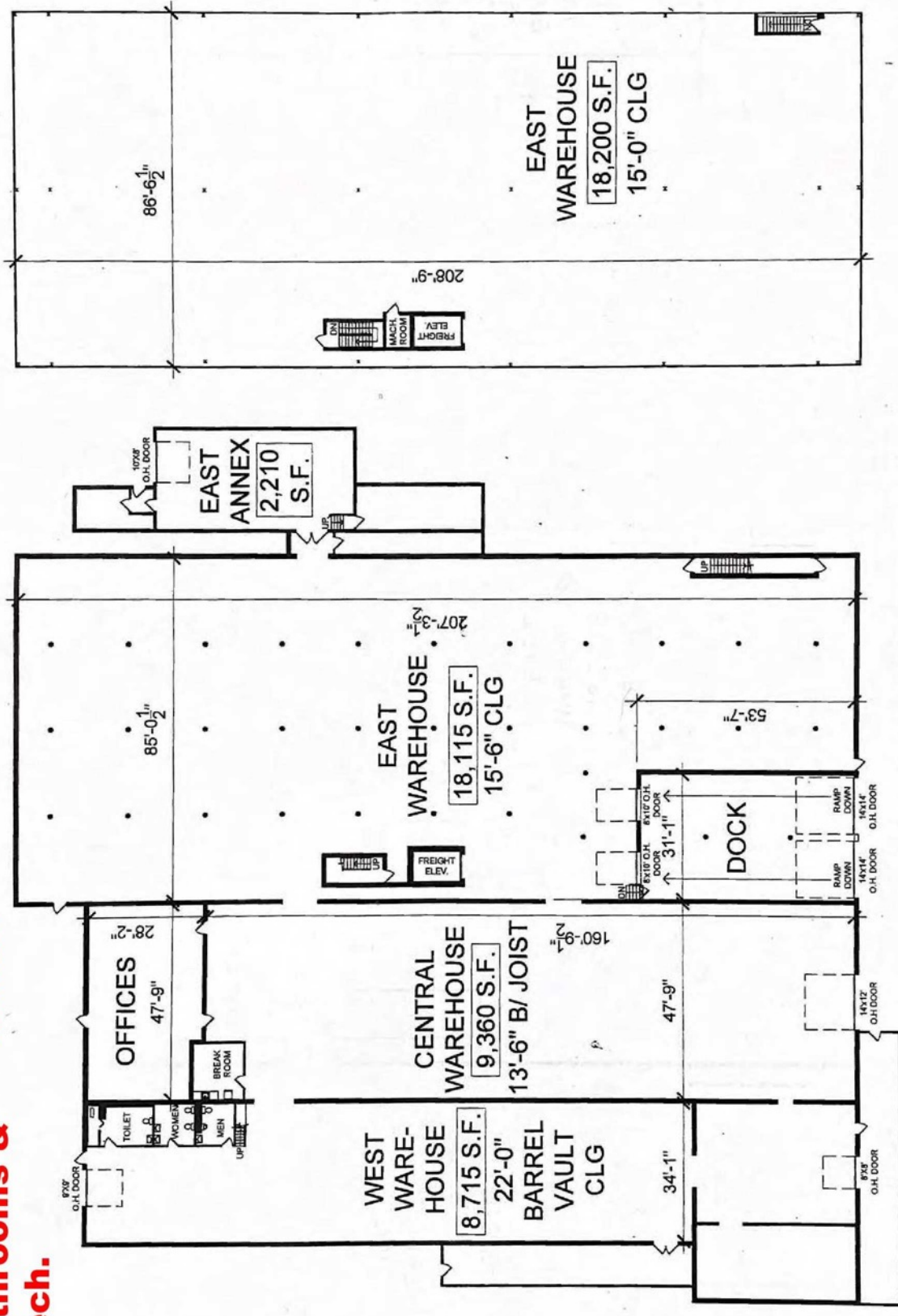
I, DAVID K. REIDER, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT A SURVEY HAS BEEN MADE UNDER MY DIRECTION AND SUPERVISION OF THE PROPERTY DESCRIBED ABOVE AND THAT BOTH THE SURVEY AND PLAT HEREON DRAWN HAVE BEEN PREPARED IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA / ACSM LAND TITLE SURVEYS" JUSTLY ESTABLISHED AND ADOPTED BY ALTA, ACSM AND NSLS IN 1998, AND INCLUDES ITEMS L, S, S.A., TOL, R, S, S.D., ENR, AND IS OF TABLE "A" THEREOF, PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA, NSLS AND NSM AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, THE UNDERSIGNED FURTHER CERTIFIES THAT PROPER FIELD PROCEDURES, INSTRUMENTATION, AND ADEQUATE SURVEY PERSONNEL WERE EMPLOYED IN ORDER TO ACHIEVE RESULTS COMPARABLE TO THOSE OUTLINED IN THE "MINIMUM ANGLE, DISTANCE, AND CLOSURE REQUIREMENTS FOR SURVEY MEASUREMENTS WHICH CONTROL LAND BOUNDARIES FOR ALTA/ACSM LAND TITLE SURVEYS".

CHICAGO ILLINOIS  
JULY 25, 2004  
BY: *David K. Reider*  
DAVID K. REIDER  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 000140000  
BY LICENSE GENERAL 01/01/04

**52,645 sq.ft. Warehouse**

**1,345 sq.ft. Offices**

**400 sq.ft. Bathrooms & Mech.**



**FIRST FLOOR  
TOTAL AREA: +/-38,400 S.F.**

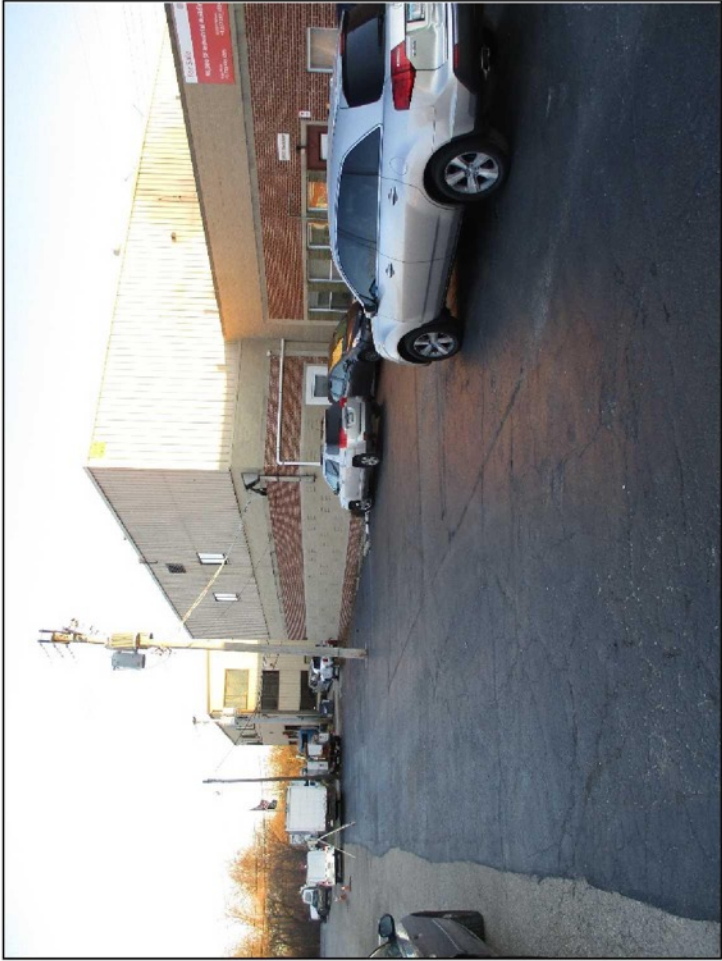
**1415 REDEKER RD,  
DES PLAINES, IL  
TOTAL AREA: 56,600 S.F.**

**SECOND FLOOR  
TOTAL AREA: +/-18,200 S.F.**

**2,210 sq.ft. Annex Warehouse  
(counted with 10 S. River Bldg.)**



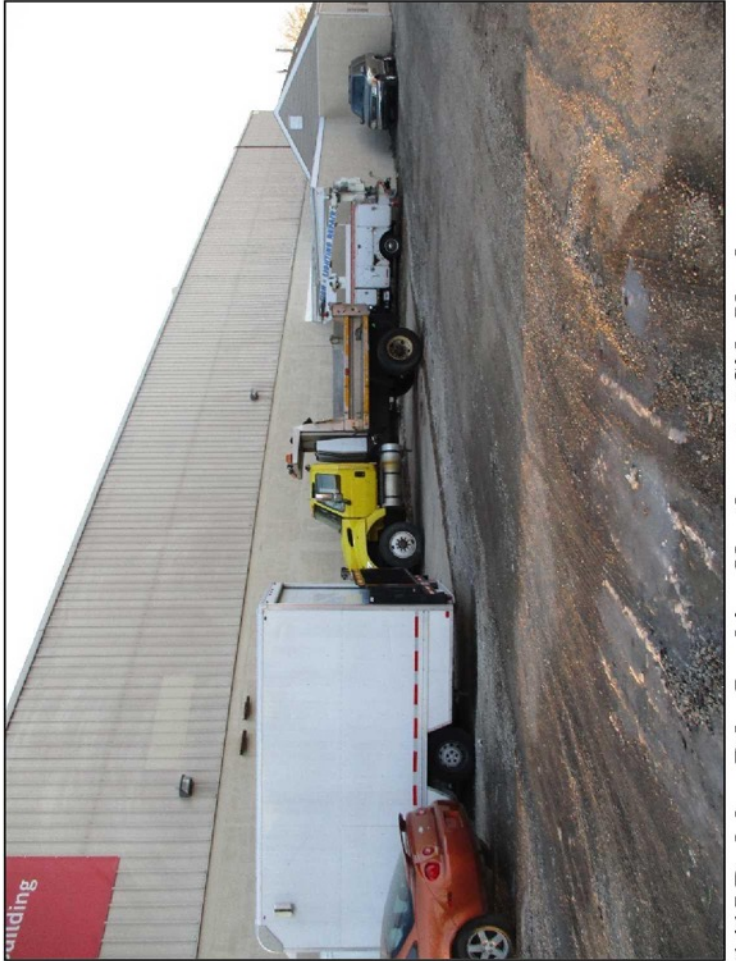
1415 Redeker Rd – Public Notice



1415 Redeker Rd – Looking Southeast at Front of Site



1415 Redeker Rd – Looking South at Property



1415 Redeker Rd – Looking Northwest at Side Yard

**CITY OF DES PLAINES**

**ORDINANCE      Z - 29 - 21**

**AN ORDINANCE APPROVING MAJOR VARIATIONS  
FROM SECTION 12-3-6 OF THE CITY OF DES PLAINES  
ZONING ORDINANCE AT 1415 REDEKER ROAD, DES  
PLAINES, ILLINOIS. (CASE #20-045-V)**

**WHEREAS**, 1415 Redeker, LLC ("**Owner**") is the owner of the property commonly known as 1415 Redeker Road, Des Plaines, Illinois ("**Subject Property**"); and

**WHEREAS**, the Subject Property is located in the M-1 Limited Manufacturing District of the City ("**M-1 District**") and is improved with an existing building containing warehouse and office uses; and

**WHEREAS**, the Owner desires to sell a portion of the Subject Property to the owner of the property commonly known as 10 S. River Road, which is adjacent to the Subject Property; and

**WHEREAS**, pursuant to Section 12-7-4.H of the City of Des Plaines Zoning Ordinance ("**Zoning Ordinance**") lots located in the M-1 District must have a minimum lot size of five acres; and

**WHEREAS**, pursuant to Section 12-7-4.H of the Zoning Ordinance, lots located in the M-1 District must have a minimum front yard setback of 60 feet; a minimum side yard setback of 60 feet, and a minimum rear yard setback of 60 feet; and

**WHEREAS**, pursuant to Section 12-9-7 of the City of Des Plaines Zoning Ordinance ("**Zoning Ordinance**"), office uses require one parking space for every 250 square feet of gross floor area and warehousing uses require one parking space for every 1,500 square feet of gross floor area; and

**WHEREAS**, Owner has submitted an application to the City for the following major variations from Sections 12-7-4.H and 12-9-7 of the Zoning Ordinance for the Subject Property to: (i) reduce the required front yard building setback to 30.18 feet; (ii) reduce the required west side yard setback to 2.51 feet; (iii) reduce the required east side yard setback to zero feet; (iii) reduce the required rear yard setback to zero feet; (iv) reduce the required lot size to 1.20 acres; and (v) reduce the required parking count to 18 spaces (collectively, the "**Variations**"); and

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

**WHEREAS**, within 90 days after the date of the Owner's applications, a public hearing was held by the PZB on January 12, 2021, pursuant to publication of notice in the *Des Plaines Journal* on December 23, 2020; and

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

**WHEREAS**, during the public hearing, the PZB heard testimony and received evidence with respect to the Owner's application for the Variations; and

**WHEREAS**, on January 13, 2021, the PZB filed a written report with the City Council summarizing the testimony received by the PZB and stating that the PZB's motion to recommend approval of the Variations passed by a vote of 4-1 with one Alderman abstaining; and

**WHEREAS**, the Owner made representations to the PZB with respect to the Requested Approvals, which representations are hereby found by the City Council to be material and upon which the City Council relies in granting the Variations subject to certain terms and conditions; and

**WHEREAS**, the City Council has studied the written report of the PZB, the applicable standards set forth in the Zoning Ordinance, and the Staff Memorandum dated December 30, 2020, including its exhibits, which form part of the basis for this Ordinance;

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

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

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

LOT 14, THE WEST 86.85 FEET OF LOTS 56, 16, AND 17, THAT PART OF A LINE EXTENDING FROM A POINT IN THE NORTH LINE OF SAID LOT 18, WHICH IS 663.11 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE SOUTHEASTERLY 607.86 FEET TO AN ANGLE POINT WHICH IS 61.28 FEET WEST OF AND 26.78 FEET SOUTH OF SAID NORTHEAST CORNER OF LOT 18 (MEASURED ALONG LINES PARALLEL TO SAID NORTH LINE AND THE EAST LINE OF SAID LOT 18); THENCE SOUTHEASTERLY 71.14 FEET TO A POINT IN SAID LOT 18 (BEING THE CENTER LINE OF RIVER ROAD), WHICH IS 52.54 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 18 (EXCEPTING FROM SAID TRACE THAT PART THEREOF LYING WEST OF THE WEST LINE EXTENDED SOUTH OF LOT 14 AND ALSO THAT PART OF THE LOT 18 DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT 18 AND THE WESTERLY RIGHT OF WAY LINE OF DES PLAINES RIVER ROAD PER DOCUMENT 172839 RECORDED JANUARY 29, 1923; THENCE SOUTH

14 DEGREES 25 MINUTES 09 SECONDS EAST 11.683 METERS (38.33 FEET) (BEARINGS BASED ON STATE PLANE COORDINATES: ILLINOIS EAST ZONE); THENCE NORTH 71 DEGREES 52 MINUTES 22 SECONDS WEST 2.371 METERS (7.78 FEET); THENCE NORTH 14 DEGREES 25 MINUTES 09 SECONDS WEST 10.823 METERS (35.51 FEET) TO THE NORTH LINE OF SAID LOT 18; THENCE NORTH 87 DEGREES 18 MINUTES 51 SECONDS EAST 2.042 METERS (6.70 FEET) AS MEASURED ALONG SAID NORTH LINE TO THE POINT OF BEGINNING); ALL IN REDEKER'S GARDEN ADDITION TO DES PLAINES IN SECTIONS 8 AND 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 09-17-200-044-0000; -045; -051; -106

**SECTION 3: VARIATIONS.** The City Council finds that the Variations satisfy the standards set forth in Section 12-3-6.H of the Zoning Ordinance, and, pursuant to the City's home rule powers, finds that the Variations are otherwise necessary and appropriate. Subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 4 of this Ordinance, the City Council hereby grants the Variations for the Subject Property to the Owner.

**SECTION 4. CONDITIONS.** The approval of the Variations granted pursuant to Section 4 of this Ordinance are expressly subject to and contingent upon compliance by the Owner and the Petitioner with each and all of the following conditions, all at the sole cost and expense of the Owner and the Petitioner:

A. The "Site Plan" prepared by Doland Engineering, consisting of one sheet and dated November 23, 2020, and made a part of this Ordinance as **Exhibit A** that was submitted with Owner's application for the Variations are not binding and this Ordinance shall in no way serve as approval of the Site Plan. All proposed private improvements on the Subject Property shall be constructed in accordance with plans approved by the City and the applicable building permit/site improvement permits issued by the City.

B. All drawings and plans submitted to the City for any private improvements on the Subject Property must comply with all applicable codes and ordinances. Such plans and drawings



may have to be amended to comply with standards, regulations and ordinances, which amendments can be made when Owner applies for a building permit.

**SECTION 5. EFFECT.** This Ordinance authorizes the use and development of the Subject Property in accordance with the terms and conditions of this Ordinance and shall prevail against other ordinances of the City to the extent that any might conflict. The terms and conditions of this Ordinance shall be binding upon Owner, its grantees, assigns and successors in interest to the Subject Property.

**SECTION 6. LIMITATIONS.** The Variations shall be valid for not more than 12 months prior to the issuance of a building permit and the commencement of construction in accordance with the terms and conditions of this Ordinance. The Zoning Administrator may extend the Variations if the Owner requests an extension in accordance with Section 12-3-6.L.

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

**SECTION 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 TO FOLLOW]**

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

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

**VOTE:** Ayes\_Nays\_Absent\_\_\_\_\_

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

ATTEST:

\_\_\_\_\_

**CITY CLERK**

Published in pamphlet form this Approved as to form:  
\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_

**CITY CLERK**

**Peter M. Friedman, General Counsel**

I, \_\_\_\_\_, being the owner or other party in interest of the property, legally described within this Ordinance, having read a copy of the Ordinance, do hereby accept, concur and agree to develop and use the subject property in accordance with the terms of this Ordinance.

Dated: \_\_\_\_\_

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Name)

DP-Ordinance Granting Building Setback, Lot Size, and Parking Variations Approval for 1415 Redeker Road

# SITE PLAN WITH PARKING & LANDSCAPING

## PROPOSED LOT 1 IN DAMIANO-MERCHANDISE RESUBDIVISION



PROPOSED LOT 1 BULK REGULATION TABLE				
Bulk Controls	M-1	Existing	Variation Needed	
			Yes	No
Maximum Height	50 ft	33 ft		X
Minimum Front Yard				
Adjacent manufacturing, not on major thoroughfare	60 ft			
Adjacent other, or on major thoroughfare	60 ft	30.18	X	
Minimum Side Yard				
Adjacent manufacturing	60 ft			
Adjacent other	60 ft	0.00' (crosses line)	X	
Minimum Rear Yard				
Adjacent manufacturing	60 ft			
Adjacent other	60 ft	0.00' (crosses line)	X	
Minimum Lot Size	5 acres	1.20 acres	X	
Maximum Building Coverage	75%	69%		X

### Proposed Lot 1 - Site Data

Total Site Area = 1.20 ac.

#### Building & Parking Data

##### Office

1,345 sq.ft.

Parking Req'd = 1,345 sq.ft. / 1 space/250 sq.ft. = 5.4 parking spaces req'd

Warehouse / (excluding 400 sq.ft. bathrooms and excluding "East Annex" Bldg.)

52,645 sq.ft.

Parking req'd = 52,645 sq.ft. x 1 space/1,500 sq.ft. = 35.1 parking spaces req'd

Total parking Req'd = 5.4 + 35.1 = 40.5; Therefore, there are 41 parking spaces req'd

Total Parking Provided = 18 parking spaces (including 2 hndc. space)



11/23/20  
09/25/20

DOLAND ENGINEERING, LLC  
- CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING -  
334 E. COLFAX STREET, SUITE C,  
PALATINE, ILLINOIS 60067  
(847) 991-5088 (847) 934-3427 - FAX


**COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT**

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

**MEMORANDUM**

**Date:** January 13, 2021

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

**From:** Michael McMahon, Director of Community and Economic Development *mm*  
Jonathan Stytz, Planner *JS*

**Subject:** Consideration of Tentative Plat of Subdivision and Major Variations at 10 S. River Road, Case 20-046-SUB-V (1<sup>st</sup> Ward)

**Issue:** The petitioner is requesting: (i) Tentative Plat of Subdivision under Section 13-2 of the Subdivision Regulations to resubdivide and absorb a portion of 1415 Redeker Road located at 09-17-200-044-0000; (ii) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a front building setback of 10.28-feet in the M-1, Limited Manufacturing District where 60-feet is required; (iii) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a north side building setback of 22.75-feet and south side building setback of 10.53-feet in the M-1, Limited Manufacturing District where 60-feet is required; (iv) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a rear building setback of 25.99-feet in the M-1, Limited Manufacturing District where 60-feet is required; (v) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a lot size of 0.54-acres in the M-1, Limited Manufacturing District where a minimum of 5-acres is required; and (vi) the approval of any other such variations, waivers, and zoning relief as may be necessary.

**Analysis:**

**Address:** 10 S. River Road

**Owner:** Carol A. Damiano Trust & Peter Damiano Trust, 10 S. River Road, Des Plaines, IL 60016

**Petitioner:** Peter Damiano, Damiano Service Center & Damiano Properties, LLC, 10 S. River Road, Des Plaines, IL 60016

**Case Number:** 20-046-SUB-V

**Real Estate Index Number:** 09-17-200-022-0000

**Ward:** #1, Alderman Mark A. Lysakowski

**Existing Zoning:** M-1, Limited Manufacturing District

**Existing Land Use:** Automotive Repair Shop (Damiano Service Center)

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

**Surrounding Land Use:** North: Commercial (City Electric Supply)  
 South: Commercial (Peter Troost Monument Company)  
 East: Cook County Forest Preserve  
 West: Manufacturing (Multi-tenant industrial building)

**Street Classification:** River Road is classified as an arterial road and Redeker Road is classified as a local street.

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

**Project Description:** The petitioner, Peter Damiano, is requesting a Tentative Plat of Subdivision and Major Variations for building setbacks and lot size for the property located at 10 S. River Road. The subject property is 10,862-square feet (0.249 acres) in size and is comprised of one lot, which is improved with a single building and parking area as shown in the Plat of Survey (Attachment 4). The building on the subject property contains a 100-square foot office area, 3,906-square foot shop/storage area, and a separate 280-square foot mechanical area with restrooms. The petitioner also currently holds a Land Lease with ComEd to park within the ComEd right-of-way located south of the properties at 24 River Road and 1415 Redeker Road.

The petitioner is proposing to resubdivide and absorb a portion of 1415 Redeker Road (Parcel 09-17-200-044-0000) located west of the subject property and behind the properties located at 20 River Road and 24 River Road shown as Lot 2 on the Proposed Site Plan (Attachment 5). Lot 2 is 12,684-square feet (0.291-acres) in size and is comprised of one lot, which is improved with a portion of the multi-tenant manufacturing building located on 1415 Redeker Road and a gravel drive aisle/parking area. The petitioner proposes to improve Lot 2 with a paved, dust-free hard surface and utilize it to access the leased parking area within the ComEd right-of-way. Given the proposed acquisition of Lot 2 by the petitioner, this portion of the building, denoted as the East Annex on the Existing Floor Plan (Attachment 6), will be demolished as part of this request within a year of City Council approval.

The proposal does not include any alterations to the existing building on the subject property. Pursuant to Section 12-9-7 of the Des Plaines Zoning Ordinance, the following parking regulations apply to this request:

- One space for every 250-square feet of gross floor area of office areas; and

- One space for every 1,500-square feet of gross floor area for warehousing areas.

Based on the parking regulations, the total number of parking spaces required is four (100-square foot/250-square foot plus 3,906-square feet/1,500-square feet), including one handicap accessible parking space. The petitioner proposes to add four required parking spaces, including the handicap accessible space, on the proposed Lot 2 as shown on the Proposed Site Plan (Attachment 5).

There are several variations included with this request given that the subject property does not conform to building setback and minimum lot size requirements for the M-1, Limited Manufacturing District and the proposed resubdivision would increase the existing non-conforming building setbacks for the building on 1415 Redeker Road even with the removal of the East Annex building. Thus, the petitioner is also requesting four Major Variations as summarized in the table below:

Bulk Regulations	M-1	Existing	Proposed
Maximum height	50-feet	33-feet	39-feet
Minimum front yard setback	60-feet	30.18-feet	<b>10.28-feet*</b>
Minimum side yard setback	60-feet	2.51-feet (west); 21.75-feet (east)	<b>10.53-feet (south); 20.50-feet (north)*</b>
Minimum rear yard setback	60-feet	0-feet	<b>25.99-feet*</b>
Minimum lot size	5-acres	1.20-acres	<b>0.54-acres*</b>
Maximum building coverage	75%	69%	<75%
Parking (Office & Warehouse)	4 spaces	0 spaces	4 spaces

**\*Requested Variations**

### **Tentative Plat of Subdivision Report**

**Name of Subdivision:** Damiano-Merchandise Resubdivision

**Address:** 10 S. River Road

**Requests:** Approval of Tentative Plat of Subdivision & Variations

**Total Acreage of Subdivision:** 0.541 acres

**Lot Descriptions and Construction Plans:**

The petitioner’s Tentative Plat of Subdivision shows the resubdivision and transfer of ownership of the Lot 2 parcel to the subject property. Lot 2 will have an area of 10,807-square feet and Lot 3 (subject property) will have an area of 8,520-square feet. The Plat shows the existing 8-foot non-exclusive easement on Lot 2, a new 24-foot ingress and egress easement on Lot 2 for use of Lots 1 and 3, and a new parking easement on Lot 2 for use of Lot 3.

**Variation Findings:** Variation requests are subject to the standards set forth in Section 12-3-6(H) of the 1998 City of Des Plaines Zoning Ordinance, as amended.

- 1. Hardship: No variation shall be granted pursuant to this subsection H unless the applicant shall establish that carrying out the strict letter of the provisions of this title would create a particular hardship or a practical difficulty:**

*Comment:* Please see the Petitioner's responses to Standards for Variations.

- 2. Unique Physical Condition: The subject lot is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure, or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject lot that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot:**

*Comment:* Please see the Petitioner's responses to Standards for Variations.

- 3. Not Self-Created: The aforesaid unique physical condition is not the result of any action or inaction of the owner or its predecessors in title and existed at the time of the enactment of the provisions from which a variance is sought or was created by natural forces or was the result of governmental action, other than the adoption of this title:**

*Comment:* Please see the Petitioner's responses to Standards for Variations.

- 4. Denied Substantial Rights: The carrying out of the strict letter of the provision from which a variance is sought would deprive the owner of the subject lot of substantial rights commonly enjoyed by owners of other lots subject to the same provision:**

*Comment:* Please see the Petitioner's responses to Standards for Variations.

- 5. Not Merely Special Privilege: The alleged hardship or difficulty is neither merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely the inability of the owner to make more money from the use of the subject lot:**

*Comment:* Please see the Petitioner's responses to Standards for Variations.

- 6. Title And Plan Purposes: The variation would not result in a use or development of the subject lot that would be not in harmony with the general and specific purposes for which this title and the provision from which a variation is sought were enacted or the general purpose and intent of the comprehensive plan:**

*Comment:* Please see the Petitioner's responses to Standards for Variations.

- 7. No Other Remedy: There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject lot.**

*Comment:* Please see the Petitioner's responses to Standards for Variations.

- 8. Minimum Required: The requested variation is the minimum measure of relief necessary to alleviate the alleged hardship or difficulty presented by the strict application of this title.**

*Comment:* Please see the Petitioner's responses to Standards for Variations.

**Planning and Zoning Board Review:** The Planning and Zoning Board met on January 12, 2021 to consider the following requests: (i) Tentative Plat of Subdivision under Section 13-2 of the Subdivision Regulations to resubdivide and absorb a portion of 1415 Redeker Road located at 09-17-200-044-0000; (ii) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a front building setback of 10.28-feet in the M-1, Limited Manufacturing District where 60-feet is required; (iii) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a north side building setback of 22.75-feet and south side building setback of 10.53-feet in the M-1, Limited Manufacturing District where 60-feet is required; (iv) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a rear building setback of 25.99-feet in the M-1, Limited Manufacturing District where 60-feet is required; (v) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a lot size of 0.54-acres in the M-1, Limited Manufacturing District where a minimum of 5-acres is required.

The petitioner's engineer, Jason Doland, presented an overview of the requests for the Tentative Plat of Subdivision and Major Variations, which are related to the Major Variation requests for 1415 Redeker Road. He described that the intent of the request is to sell a portion of the property located at 1415 Redeker Road, identified as Lot 2 on the Tentative Plat of Subdivision, to the owner and petitioner of the related Tentative Plat of Subdivision and Major Variation request at 10 S. River Road for use of his business. He mentioned that Lot 2 is located in between the property at 10 S. River Road and the multi-tenant industrial building at 1415 Redeker Road and is improved with an existing asphalt/gravel area and one-story annex building connected to the multi-tenant industrial building. Mr. Doland explained that Lot 2 will be utilized as a driveway and parking area for the property owner at 10 S. River Road to help increase his business and more efficiently service vehicles on his property, identified as Lot 3 on the Tentative Plat of Subdivision. He pointed out the new 24-foot easement for Lot 2 on the Tentative Plat of Subdivision for easy access between 10 S. River Road (Lot 3) and the leased parking area within the ComEd right-of-way, which the owner of 10 S. River Road has permission to utilize for parking as well as for fire truck access as necessary. The petitioner's attorney added that the existing one-story annex building, identified as the east annex on the floor plan for 1415 Redeker Road, will be demolished as part of this request followed by the complete resurfacing of the Lot 2 property with a dust-free hard surface.

The Planning and Zoning Board (PZB) Members asked why the subject property (Lot 3) has a service address on River Road.

Community and Economic Development staff provided an overview of the requests identifying the increased non-conformities for the east building setback, available parking spaces on 1415 Redeker Road, and lot size. Staff did not recommend approval or disapproval of the request.

No one from the public spoke on this request. The Planning and Zoning Board recommended (4-2) that the City Council approve the request without any conditions.

**Recommendations:** Staff does not recommend approval or disapproval of Ordinance Z-30-21 for the requested Tentative Plat of Subdivision and Major Variations for building setbacks and lot size for 10 S. River Road based on review of the information presented by the applicant and the standards and conditions met by Section 13-2 (Tentative Plat) as outlined within the Subdivision Regulations and Section 12-3-6(H) (Findings of Fact for Variations) as outlined within the City of Des Plaines Zoning Ordinance, as amended.

**Attachments:**

- Attachment 1: Project Narrative
- Attachment 2: Responses to Standards
- Attachment 3: Location Map
- Attachment 4: Plat of Survey



Attachment 5: Proposed Site Plan

Attachment 6: Existing Floor Plan

Attachment 7: Site and Context Photos

Attachment 8: Chairman Szabo Memo

Attachment 9: Draft Excerpt of Minutes from the January 12, 2021 Planning and Zoning Board Meeting

**Ordinance Z-30-21**

Exhibit A: Tentative Plat of Subdivision

### **III. PROJECT NARRATIVE**

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Damiano Service Center (“Damiano”) is an auto and truck service & repair business with hours of operations from 7:30 a.m. to 6:00 p.m. Monday through Friday.

At any given time during business hours there are 5 employees on the premises; at most 6 customers on any given day are anticipated; most days only 1 customer.

With Damiano’s acquisition of the East Annex property from 1415 Redeker LLC, 10 South River Road will utilize the East Annex for ingress & egress access to the 10 S. River Road property, for the parking of vehicles being serviced.

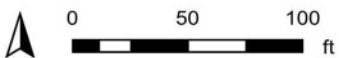
Damiano will demolish the East Annex structure within 1 year of approval of the Plat of Subdivision, with the required permits; during the pending year all access from 1415 Redeker to the Annex building will be blocked off/permanently removed and there shall be no occupancy of the Annex building with all utilities to the Annex building terminated as of the day of closing from 1415 Redeker LLC to Damiano.

Once the Annex is demolished, Damiano will pave the gravel area with a dust-free hard surface.

## II. STANDARDS OF VARIATION

---

1. For Damiano Service Center (“Damiano”) to adhere to the strict letter of City of Des Plaines' Code would be a **hardship** due to the prohibitive costs as such would require Damiano to demolish all current structures and build new construction to incorporate the East Annex property into the current business.
2. The **Unique Physical Condition** at 10 S. River Road is due to the commercial intersection it is adjacent to, the existing surrounding structures owned by Damiano and other third parties; and the inability to expand beyond the current site. While the proposed use with variances requested is non-conforming, Damiano is not substantially changing the business operations at the site so impact will be low on all surrounding properties, owners and streets, etc.
3. The current physical condition is not the result of any action, inaction or **self-creation** by Damiano. The structures and current layout and footprint have been in existence for a significant amount of time prior to the current ownership rights of Damiano.
4. Without the City PZB’s approval of the requested variances, Damiano will be unable to acquire the property known as 1415 Redeker East Annex, which will deprive Damiano of **substantial rights** specifically from expanding his business operations and space.
5. Damiano’s hardship is more than a monetary hardship, **special privilege** or loss of an additional right; Damiano will be deprived of acquiring additional physical space in which to operate the overflowing business.
6. Damiano’s **title, plan purposes** and variation request for the use of 1415 Redeker East Annex will be in harmony with the current use and purpose Damiano has made of 10 South River Road and the business operations currently located there.
7. Damiano has **no other means** available to it other than the requested variation, so Damiano can acquire the 1415 Redeker East Annex for use in the Damiano Service Center on the existing site.
8. Damiano’s variation requests constitute the bare **minimum relief** needed for the acquisition of the 1415 Redeker East Annex and its incorporation into the current business operations of Damiano Service Center at 10 South River Road.



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

Notes

# PLAT OF SURVEY

BY  
**JOHN M. HENRIKSEN**  
 58 BROADWAY DES PLAINES, ILLINOIS 60016  
 847-79-0301  
 OF

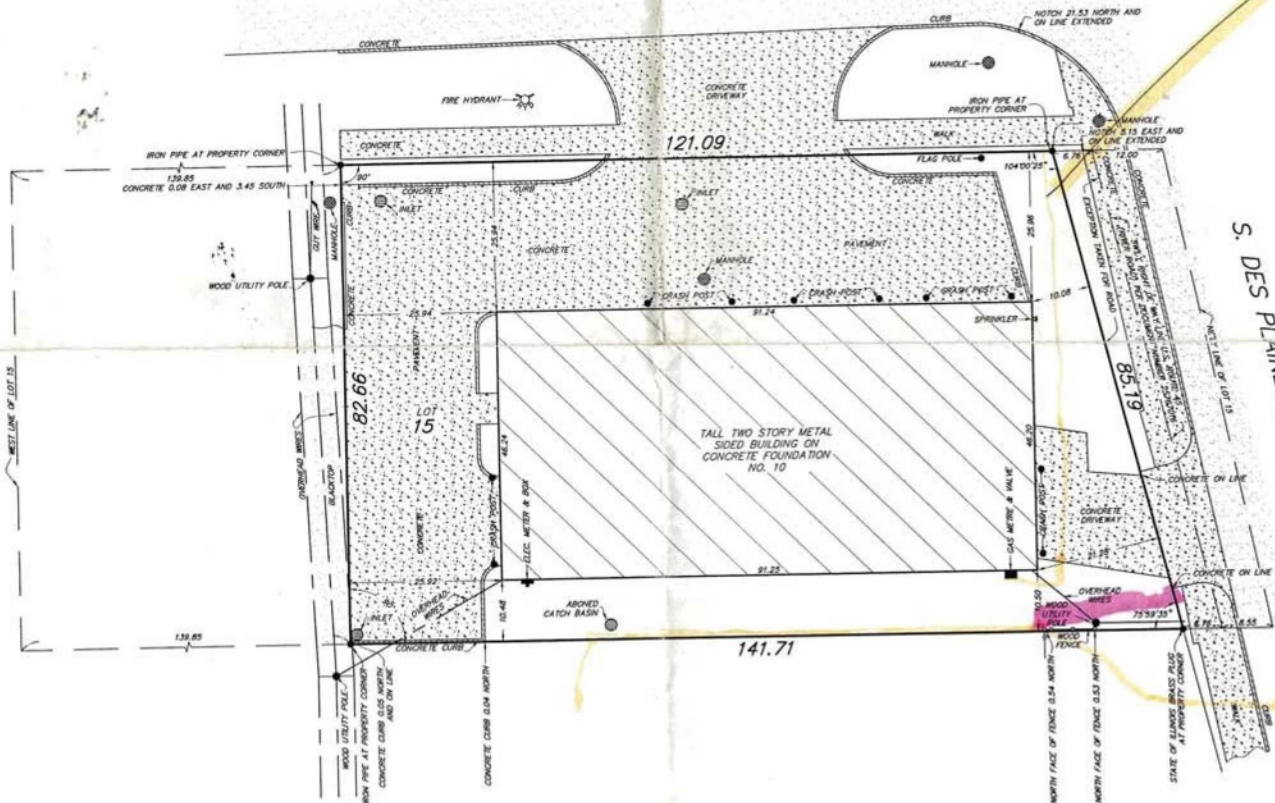
LOT 15 (EXCEPT THE WEST 139.85 FEET THEREOF AND EXCEPT THAT PART THEREOF TAKEN FOR HIGHWAY PURPOSES) IN REDEKER'S GARDEN ADDITION TO DES PLAINES, BEING A SUBDIVISION OF LOTS 6 AND 7 (EXCEPT THE SOUTH 4 ACRES THEREOF) IN REDEKER'S ESTATE, A SUBDIVISION OF PARTS OF SECTIONS 8, 9, 16 AND 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



E. REDEKER ROAD

GAS LINE

S. DES PLAINES / RIVER ROAD



ORDER NUMBER: **020450-FINAL**

SCALE: 1 INCH = 15 FEET

ORDERED BY: **PETER DAMIANO**

BUILDING LINES, IF ANY, SHOWN HEREON ARE BUILDING LINES SHOWN ON THE RECORDED SUBDIVISION PLAT. CONSULT LOCAL AUTHORITIES FOR BUILDING LINES ESTABLISHED BY LOCAL ORDINANCES.

PLEASE CHECK LEGAL DESCRIPTION WITH DEED.

COMPARE ALL POINTS BEFORE BUILDING AND REPORT ANY DISCREPANCY IMMEDIATELY.

DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING.

FRACTIONAL DECIMAL EQUIVALENTS OF THE MEASUREMENTS OF A FOOT

01-1/8"	025-3"
02-1/4"	031-4"
03-3/8"	037-4 1/2"
04-1/2"	043-4 1/2"
05-3/4"	049-5"
06-3/4"	055-5"
07-1/2"	061-5 1/2"
08-1/2"	067-5 1/2"
09-1/8"	073-5"
10-1/4"	079-5"
11-1/8"	085-5 1/2"
12-1/4"	091-5 1/2"
13-1/4"	097-5 1/2"
14-1/8"	103-5"
15-1/4"	109-5"
16-1/8"	115-5"
17-1/4"	121-5"

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

STATE OF ILLINOIS  
 COUNTY OF COOK

I, JOHN M. HENRIKSEN, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. DIMENSIONS ARE SHOWN IN FEET DECIMAL PARTS THEREOF.

DES PLAINES, ILLINOIS NOVEMBER 16, 2004  
  
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2668  
 LICENSE EXPIRES NOVEMBER 16, 2004.



# SITE PLAN WITH PARKING & LANDSCAPING

## PROPOSED LOTS 2 & 3 IN DAMIANO-MERCHANDISE RESUBDIVISION



PROPOSED LOT 2 BULK REGULATION TABLE					
Bulk Controls	M-1	Existing	Variation Needed		
			Yes	No	
Maximum Height	50 ft			X	
Minimum Front Yard	60 ft				
Adjacent manufacturing, not on major thoroughfare	60 ft				
Adjacent other, or on major thoroughfare	60 ft			X	
Minimum Side Yard	60 ft				
Adjacent manufacturing	60 ft				
Adjacent other	60 ft			X	
Minimum Rear Yard	60 ft				
Adjacent manufacturing	60 ft				
Adjacent other	60 ft			X	
Minimum Lot Size	5 acres	0.29 acres	X		
Maximum Building Coverage	75%	N/A		X	

PROPOSED LOT 3 BULK REGULATION TABLE					
Bulk Controls	M-1	Existing	Variation Needed		
			Yes	No	
Maximum Height	50 ft	39 ft		X	
Minimum Front Yard	60 ft				
Adjacent manufacturing, not on major thoroughfare	60 ft				
Adjacent other, or on major thoroughfare	60 ft	30.38'	X		
Minimum Side Yard	60 ft				
Adjacent manufacturing	60 ft				
Adjacent other	60 ft	30.53'	X		
Minimum Rear Yard	60 ft				
Adjacent manufacturing	60 ft				
Adjacent other	60 ft	25.99'	X		
Minimum Lot Size	5 acres	0.25 acres	X		
Maximum Building Coverage	75%	38%		X	

### Proposed Lot 2 - Site Data

Total Site Area = 0.29 ac.  
 Building & Parking Data  
 No Building (existing building being demolished)  
 Total Parking Req'd = 0 parking spaces req'd  
 Total Parking Provided = 4 parking spaces

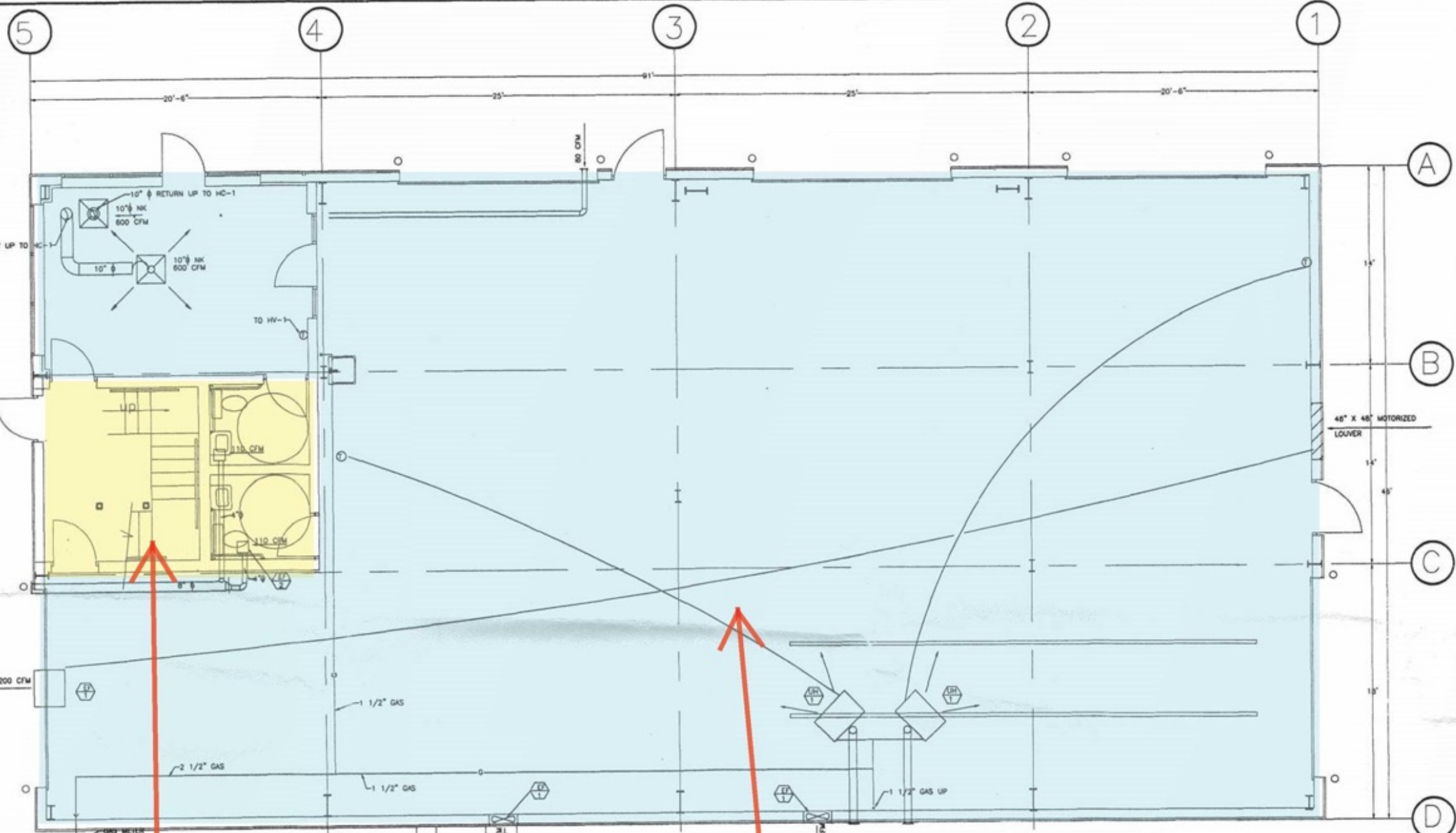
### Proposed Lot 3 - Site Data

Total Site Area = 0.25 ac.  
 Building & Parking Data  
 Office  
 300 sq. ft.  
 Parking Req'd = 100 sq. ft. x 1 space/250 sq. ft. = 0.4 parking spaces req'd  
 Warehouse / Auto Shop  
 3,906 sq. ft.  
 Parking req'd = 3,906 sq. ft. x 1 space/1,500 sq. ft. = 2.6 parking spaces req'd  
 Total Parking Req'd = 0.4 + 2.6 = 3; Therefore, there are 3 parking spaces req'd  
 Total Parking Provided = Excessive amount of parking area provided in ComEd easmt.



12/21/20  
 11/23/20  
 09/25/20

DOLAND ENGINEERING, LLC  
 CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING  
 334 E. COLFAX STREET, SUITE C,  
 PALATINE, ILLINOIS 60067  
 (847) 991-5088 (847) 934-3427-FAX



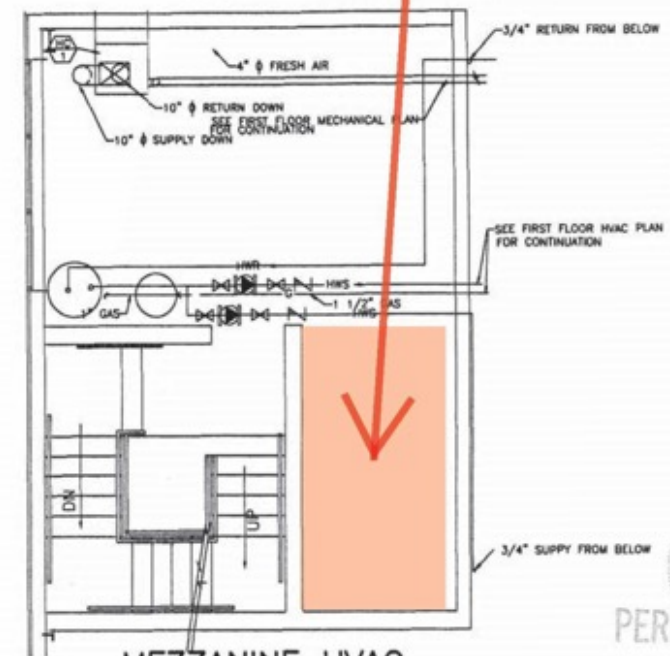
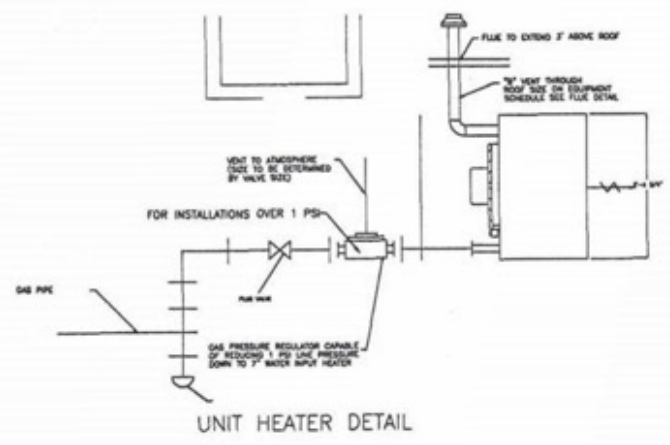
- AMSTRONG AMGC PAK 64HC183 GAS FIRED COMBINATION HEAT COOL DIRECT VENT IN THE WALL UNIT. 18,000 BTUH COOLING CAPACITY, 64,000 BTUH INPUT 50,000 BTUH HEATING CAPACITY, 800 CFM @.25"ESP 208V 1 PHASE 14.6 AMPS, 20 AMP CIRCUIT BREAKER
- TWIN CITY TB-24E24 TUBEXIAL BELT DRIVE POWER WALL EXHAUST FAN 7,200 CFM @.125" ESP .90 BHP 1 HP MOTOR UNIT TO HAVE BELT GUARD, MOTOR COVER, INLET SCREEN, WALL ANODIZED BRONZ LOUVER AND BACKDRAFT DAMPER
- BROWN 676 POWER CEILING FAN 110 CFM @ .2" ESP.
- BROWN 503 POWER CEILING FAN 180 CFM @.2" ESP.
- 48" X 48" MOTORIZED LOUVER
- 48" X 48" MOTORIZED LOUVER INTERLOCK WITH EF-1 LOUVER TO BE ANODIZED BRONZ
- GAS FIRED 300,000 BTUH UNIT HEATER BY OWNER
- STATE ULTRA FORCE SUP100 150 GAS FIRED HYDRONIC CERTIFIED HOT WATER HEATER 150,000 BTUH INPUT 141,000 BTUH OUTPUT 100 GAL CAPACITY

**280 sq.ft.  
Mechanicals  
& Stairs**

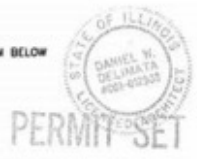
**3,906 sq.ft.  
Shop & Storage**

**100 sq.ft.  
Office**

**FIRST FLOOR HVAC**  
SCALE 1/4" = 1'-0"



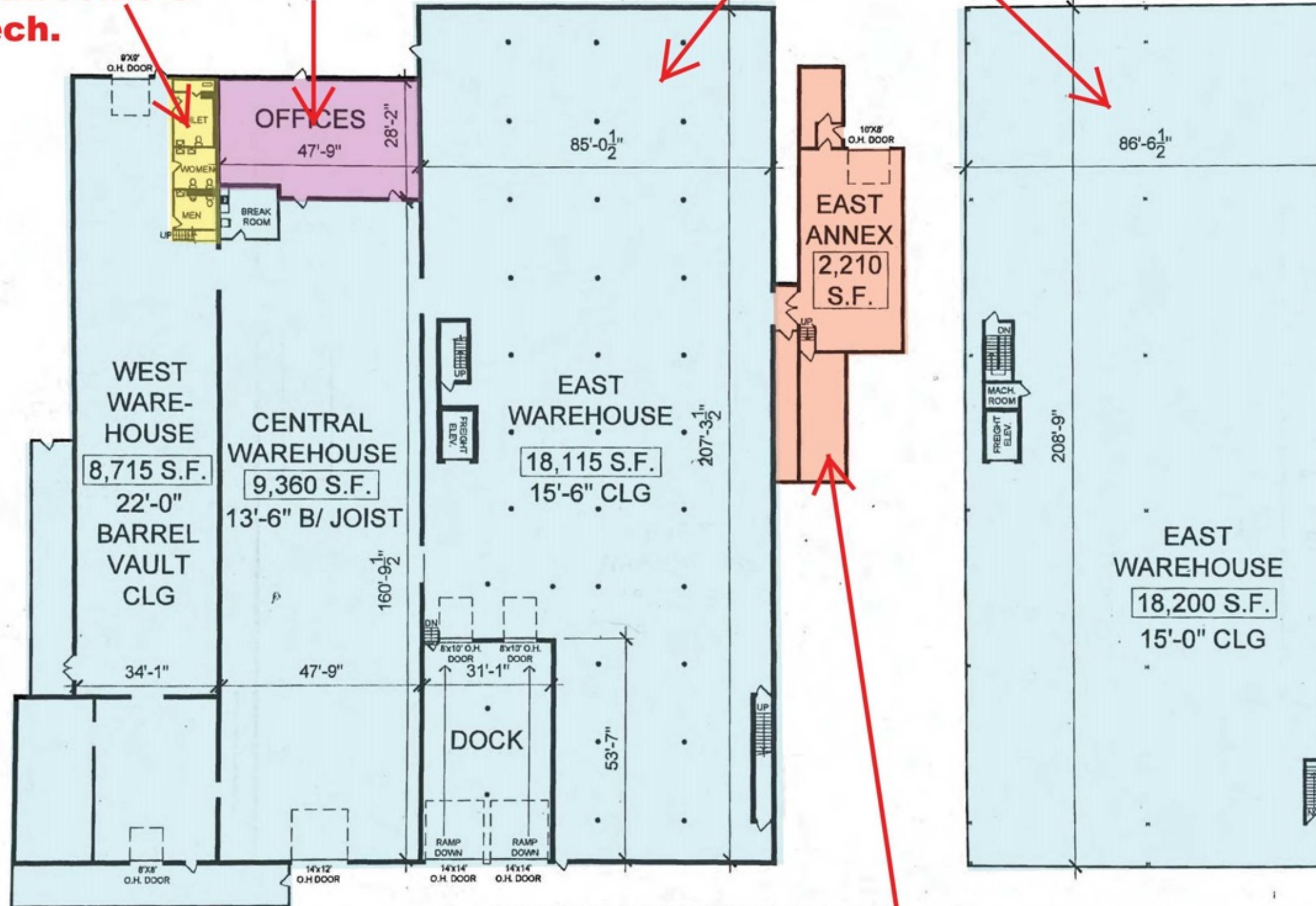
**MEZZANINE HVAC**  
SCALE 1/4" = 1'-0"



**400 sq.ft.  
Bathrooms &  
Mech.**

**1,345 sq.ft.  
Offices**

**52,645 sq.ft. Warehouse**



FIRST FLOOR  
TOTAL AREA: +/-38,400 S.F.

1415 REDEKER RD,  
DES PLAINES, IL  
TOTAL AREA: 56,600 S.F.



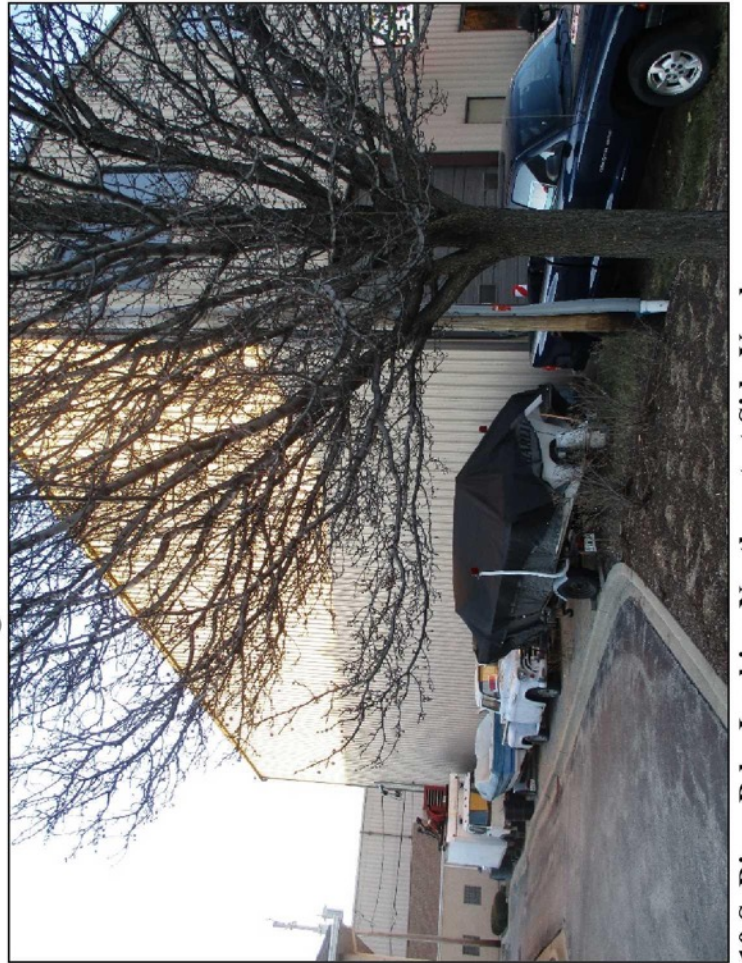
SECOND FLOOR  
TOTAL AREA: +/-18,200 S.F.

**2,210 sq.ft. Annex Warehouse  
(counted with 10 S. River Bldg.)**





10 S. River Rd – Looking Southeast at Front of Site



10 S. River Rd – Looking Northwest at Side Yard



10 S. River Rd – Public Notice



10 S. River Rd – Looking Northeast at Property



January 13, 2021

Mayor Bogusz and Des Plaines City Council  
CITY OF DES PLAINES

**Subject:** Planning and Zoning Board, 10 S. River Road, 20-046-SUB-V, 1<sup>st</sup> Ward

**RE:** Consideration of Major Variations at 10 S. River Road, Case #20-046-SUB-V (1<sup>st</sup> Ward)

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board met on January 12, 2021 to consider the following requests: (i) Tentative Plat of Subdivision under Section 13-2 of the Subdivision Regulations to resubdivide and absorb a portion of 1415 Redeker Road located at 09-17-200-044-0000; (ii) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a front building setback of 10.28-feet in the M-1, Limited Manufacturing District where 60-feet is required; (iii) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a north side building setback of 22.75-feet and south side building setback of 10.53-feet in the M-1, Limited Manufacturing District where 60-feet is required; (iv) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a rear building setback of 25.99-feet in the M-1, Limited Manufacturing District where 60-feet is required; (v) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a lot size of 0.54-acres in the M-1, Limited Manufacturing District where a minimum of 5-acres is required.

1. The petitioner's engineer, Jason Doland, presented an overview of the requests for the Tentative Plat of Subdivision and Major Variations, which are related to the Major Variation requests for 1415 Redeker Road. He described that the intent of the request is to sell a portion of the property located at 1415 Redeker Road, identified as Lot 2 on the Tentative Plat of Subdivision, to the owner and petitioner of the related Tentative Plat of Subdivision and Major Variation request at 10 S. River Road for use of his business. He mentioned that Lot 2 is located in between the property at 10 S. River Road and the multi-tenant industrial building at 1415 Redeker Road and is improved with an existing asphalt/gravel area and one-story annex building connected to the multi-tenant industrial building. Mr. Doland explained that Lot 2 will be utilized as a driveway and parking area for the property owner at 10 S. River Road to help increase his business and more efficiently service vehicles on his property, identified as Lot 3 on the Tentative Plat of Subdivision. He pointed out the new 24-foot easement for Lot 2 on the Tentative Plat of Subdivision for easy access between 10 S. River Road (Lot 3) and the leased parking area within the ComEd right-of-way, which the owner of 10 S. River Road has permission to utilize for parking as well as for fire truck access as necessary. The petitioner's attorney added that the existing one-story annex building, identified as the east annex on the floor plan for 1415 Redeker Road, will be demolished as part of this request followed by the complete resurfacing of the Lot 2 property with a dust-free hard surface.
2. The Planning and Zoning Board (PZB) Members asked why the subject property (Lot 3) has a service address on River Road. Director McMahon noted that the parcel is a River Road property. The petitioner's attorney added that the petitioner, who owns Lot 3, will obtain Lot 2.

3. Community and Economic Development staff provided an overview of the requests identifying the increased non-conformities for the east building setback, available parking spaces on 1415 Redeker Road, and lot size. Staff did not recommend approval or disapproval of the request.
4. No one from the public spoke on this request.
5. The Planning and Zoning Board *recommended* (4-2) that the City Council *approve* the request without any conditions.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "James S. Szabo". The signature is fluid and cursive, with a long horizontal stroke at the end.

James Szabo,  
Des Plaines Planning and Zoning Board, Chairman

Cc: City Officials/Aldermen

**OLD BUSINESS**

**NEW BUSINESS**

1. **Address:** 10 S River Road

**Case Number:** 20-046-TSUB-V

The petitioner is requesting: (i) Tentative Plat of Subdivision under Section 13-2 of the Subdivision Regulations to resubdivide and absorb a portion of 1415 Redeker Road located at 09-17-200-044-0000; (ii) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a front building setback of 10.28-feet in the M-1, Limited Manufacturing District where 60-feet is required; (iii) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a north side building setback of 22.75-feet and south side building setback of 10.53-feet in the M-1, Limited Manufacturing District where 60-feet is required; (iv) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a rear building setback of 25.99-feet in the M-1, Limited Manufacturing District where 60-feet is required; (v) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a lot size of 0.54-acres in the M-1, Limited Manufacturing District where a minimum of 5-acres is required; and (vi) the approval of any other such variations, waivers, and zoning relief as may be necessary.

**PINs:** 09-17-200-022-0000  
**Petitioner:** Peter Damiano, Damiano Service Center and Damiano Properties, LLC,  
10 S. River Road, Des Plaines, IL 60016  
**Owner:** Carol A. Damiano and Peter S. E. Damiano, 10 S. River Road  
Des Plaines, IL 60016

Chairman Szabo swore in the Petitioner and Representatives.

Ms. Beil provided an overview of the application, which includes a variation to the front, side, and rear yard setbacks and a reduction of the minimum lot size. Ms. Beil stressed that the variations are due to existing conditions on the property to comply with current zoning code.

Mr. Doland went over the proposed tentative plat of subdivision; Lot 1 will have the 1415 Redeker Rd address, while Lot 3 will have the 10 S River Rd address.

Chairman Szabo inquired about the address conventions. Director McMahon went over the subdivision. The owner of Lot 3 will be acquiring Lot 2. Mr. McMahon explained that the current subdivision record goes back to the 1800's and used a different system of record keeping.

Chairman Szabo asked that the Staff Report entered into record. Planner Stytz provided a summary of the following report:

**Issue:** The petitioner is requesting: (i) Tentative Plat of Subdivision under Section 13-2 of the Subdivision Regulations to resubdivide and absorb a portion of 1415 Redeker Road located at 09-17-200-044-0000; (ii) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to

allow a front building setback of 10.28-feet in the M-1, Limited Manufacturing District where 60-feet is required; (iii) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a north side building setback of 22.75-feet and south side building setback of 10.53-feet in the M-1, Limited Manufacturing District where 60-feet is required; (iv) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a rear building setback of 25.99-feet in the M-1, Limited Manufacturing District where 60-feet is required; (v) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a lot size of 0.54-acres in the M-1, Limited Manufacturing District where a minimum of 5-acres is required; and (vi) the approval of any other such variations, waivers, and zoning relief as may be necessary.

**Analysis:**

**Address:** 10 S. River Road  
**Owner:** Carol A. Damiano Trust & Peter Damiano Trust, 10 S. River Road, Des Plaines, IL 60016  
**Petitioner:** Peter Damiano, Damiano Service Center & Damiano Properties, LLC, 10 S. River Road, Des Plaines, IL 60016

**Case Number:** 20-046-SUB-V  
**Real Estate Index Number:** 09-17-200-022-0000  
**Ward:** #1, Alderman Mark A. Lysakowski

**Existing Zoning:** M-1, Limited Manufacturing District  
**Existing Land Use:** Automotive Repair Shop (Damiano Service Center)

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

**Surrounding Land Use:** North: Commercial (City Electric Supply)  
South: Commercial (Peter Troost Monument Company)  
East: Cook County Forest Preserve  
West: Manufacturing (Multi-tenant industrial building)

**Street Classification:** River Road is classified as an arterial road and Redeker Road is classified as a local street.

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

**Project Description:**

The petitioner, Peter Damiano, is requesting a Tentative Plat of Subdivision and Major Variations for building setbacks and lot size for the property located at 10 S. River Road. The subject property is 10,862-square feet (0.249 acres) in size and is comprised of one lot, which is improved with a single building and

parking area as shown in the Plat of Survey. The building on the subject property contains a 100-square foot office area, 3,906-square foot shop/storage area, and a separate 280-square foot mechanical area with restrooms. The petitioner also currently holds a Land Lease with ComEd to park within the ComEd right-of-way located south of the properties at 24 River Road and 1415 Redeker Road.

The petitioner is proposing to resubdivide and absorb a portion of 1415 Redeker Road (Parcel 09-17-200-044-0000) located west of the subject property and behind the properties located at 20 River Road and 24 River Road shown as Lot 2 on the Proposed Site Plan. Lot 2 is 12,684-square feet (0.291-acres) in size and is comprised of one lot, which is improved with a portion of the multi-tenant manufacturing building located on 1415 Redeker Road and a gravel drive aisle/parking area. The petitioner proposes to improve Lot 2 with a paved, dust-free hard surface and utilize it to access the leased parking area within the ComEd right-of-way. Given the proposed acquisition of Lot 2 by the petitioner, this portion of the building, denoted as the East Annex on the Existing Floor Plan, will be demolished as part of this request within a year of City Council approval.

The proposal does not include any alterations to the existing building on the subject property. Pursuant to Section 12-9-7 of the Des Plaines Zoning Ordinance, the following parking regulations apply to this request:

- One space for every 250-square feet of gross floor area of office areas; and
- One space for every 1,500-square feet of gross floor area for warehousing areas.

Based on the parking regulations, the total number of parking spaces required is four (100-square foot/250-square foot plus 3,906-square feet/1,500-square feet), including one handicap accessible parking space. The petitioner proposes to add four required parking spaces, including the handicap accessible space, on the proposed Lot 2 as shown on the Proposed Site Plan.

There are several variations included with this request given that the subject property does not conform to building setback and minimum lot size requirements for the M-1, Limited Manufacturing District and the proposed resubdivision would increase the existing non-conforming building setbacks for the building on 1415 Redeker Road even with the removal of the East Annex building. Thus, the petitioner is also requesting four Major Variations as summarized in the table below:

Bulk Regulations	M-1	Existing	Proposed
Maximum height	50-feet	33-feet	39-feet
Minimum front yard setback	60-feet	30.18-feet	<b>10.28-feet*</b>
Minimum side yard setback	60-feet	2.51-feet (west); 21.75-feet (east)	<b>10.53-feet (south); 20.50-feet (north)*</b>
Minimum rear yard setback	60-feet	0-feet	<b>25.99-feet*</b>
Minimum lot size	5-acres	1.20-acres	<b>0.54-acres*</b>

Maximum building coverage	75%	69%	<75%
Parking (Office & Warehouse)	4 spaces	0 spaces	4 spaces

**\*Requested Variations**

**Tentative Plat of Subdivision Report**

**Name of Subdivision:** Damiano-Merchandise Resubdivision  
**Address:** 10 S. River Road  
**Requests:** Approval of Tentative Plat of Subdivision & Variations

**Total Acreage of Subdivision:** 0.541 acres

**Lot Descriptions and Construction Plans:**

The petitioner’s Tentative Plat of Subdivision shows the resubdivision and transfer of ownership of the Lot 2 parcel to the subject property. Lot 2 will have an area of 10,807-square feet and Lot 3 (subject property) will have an area of 8,520-square feet. The Plat shows the existing 8-foot non-exclusive easement on Lot 2, a new 24-foot ingress and egress easement on Lot 2 for use of Lots 1 and 3, and a new parking easement on Lot 2 for use of Lot 3.

**Variation Findings:** Variation requests are subject to the standards set forth in Section 12-3-6(H) of the 1998 City of Des Plaines Zoning Ordinance, as amended.

- 1. Hardship: No variation shall be granted pursuant to this subsection H unless the applicant shall establish that carrying out the strict letter of the provisions of this title would create a particular hardship or a practical difficulty:**

**Comment:** Please see the Petitioner’s responses to Standards for Variations.

- 2. Unique Physical Condition: The subject lot is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure, or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject lot that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot:**

**Comment:** Please see the Petitioner’s responses to Standards for Variations.

- 3. Not Self-Created: The aforesaid unique physical condition is not the result of any action or inaction of the owner or its predecessors in title and existed at the time of the enactment of the provisions from which a variance is sought or was created by natural forces or was the result of governmental action, other than the adoption of this title:**

**Comment:** Please see the Petitioner’s responses to Standards for Variations.

4. **Denied Substantial Rights:** The carrying out of the strict letter of the provision from which a variance is sought would deprive the owner of the subject lot of substantial rights commonly enjoyed by owners of other lots subject to the same provision:

*Comment:* Please see the Petitioner's responses to Standards for Variations.

5. **Not Merely Special Privilege:** The alleged hardship or difficulty is neither merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely the inability of the owner to make more money from the use of the subject lot:

*Comment:* Please see the Petitioner's responses to Standards for Variations.

6. **Title And Plan Purposes:** The variation would not result in a use or development of the subject lot that would be not in harmony with the general and specific purposes for which this title and the provision from which a variation is sought were enacted or the general purpose and intent of the comprehensive plan:

*Comment:* Please see the Petitioner's responses to Standards for Variations.

7. **No Other Remedy:** There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject lot.

*Comment:* Please see the Petitioner's responses to Standards for Variations.

8. **Minimum Required:** The requested variation is the minimum measure of relief necessary to alleviate the alleged hardship or difficulty presented by the strict application of this title.

*Comment:* Please see the Petitioner's responses to Standards for Variations.

**Recommendation:** Staff is not making a recommendation of the request for a Tentative Plat of Subdivision pursuant to 13-2 of the Des Plaines Subdivision Ordinance and the Major Variation requests for building setbacks and minimum lot size pursuant to Section 12-3-6 of the Des Plaines Zoning Ordinance.

**Planning and Zoning Board Procedure:** Under Section 13-2-7 (Approval of Tentative Plat By Planning and Zoning Board) of the Subdivision Ordinance and Section 12-3-6 (Approval of Variations), the Planning and Zoning Board has the authority to approve, approve subject to conditions, or deny the above-mentioned Tentative Plat of Subdivision and Major Variation requests for the property at 10 S. River Road.

**A motion was made by Board Member Saletnik, seconded by Board Member Hofherr to approve the request for a Tentative Plat of Subdivision pursuant to 13-2 of the Des Plaines Subdivision Ordinance and the Major Variation requests for building setbacks and minimum lot size pursuant to Section 12-3-6 of the Des Plaines Zoning Ordinance with the condition that the use of the property does not change.**

AYES: Saletnik, Hofherr, Fowler, Veremis, Szabo

NAYES: Catalano

**\*\*\*MOTION CARRIES \*\*\***



CITY OF DES PLAINES

ORDINANCE Z - 30 - 21

**AN ORDINANCE APPROVING A TENTATIVE PLAT OF SUBDIVISION AND MAJOR VARIATIONS FROM SECTION 12-3-6 OF THE CITY OF DES PLAINES ZONING ORDINANCE AT 10 S. RIVER ROAD, DES PLAINES, ILLINOIS. (CASE #20-046-SUB-V)**

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**WHEREAS**, Carol A. Damiano Trust & Peter Damiano Trust (collectively, "**10 S. River Road Owners**") are the owners of the property commonly known as 10 S. River Road, Des Plaines, Illinois ("**10 S. River Road**"); and

**WHEREAS**, 1415 Redeker, LLC ("**1415 Redeker Owner**") is the owner the property commonly known as 1415 Redeker, Des Plaines, Illinois ("**1415 Redeker**") (collectively, 10 S. River Road and 1415 Redeker are the "**Subject Property**"); and

**WHEREAS**, the Subject Property is located in the M-1 Limited Manufacturing District of the City ("**M-1 District**"); and

**WHEREAS**, the 10 S. River Road Owners desire to resubdivide the Subject Property into three lots of record: (i) a 186.85-foot-wide lot with a lot area of 52,382 square feet on the west ("**Lot 1**"); (ii) a 53-foot-wide lot with a lot area of 12,684 square feet on the south ("**Lot 2**"); and (iii) a 85.19-foot-wide lot with a lot area of 10,862 square feet on the south ("**Lot 3**") (collectively, Lot 1, Lot 2, and Lot 3 are the "**Lots**"); and

**WHEREAS**, pursuant to Section 12-7-4.H of the City of Des Plaines Zoning Ordinance ("**Zoning Ordinance**"), lots located in the M-1 District must have a minimum lot size of five acres; and

**WHEREAS**, pursuant to Section 12-7-4.H of the Zoning Ordinance, lots located in the M-1 District must have a minimum front yard setback of 60 feet, a minimum side yard setback of 60 feet, and a minimum rear yard setback of 60 feet; and

**WHEREAS**, pursuant to Sections 12-3-6 of the Zoning Ordinance and Title 13 of the City Code of the City of Des Plaines, as amended ("**Subdivision Regulations**"), Peter Damiano ("**Petitioner**") submitted an application ("**Application**") on behalf of the 10 S. River Road Owners, and with the consent of the 1415 Redeker Owner, to the City of Des Plaines Department of Community and Economic Development ("**Department**") for the approval of a tentative plat of subdivision for the Subject Property ("**Tentative Plat of Subdivision**"); and

**WHEREAS**, the Application also requested the following major variations from Section 12-7-4.H of the Zoning Ordinance to: (i) reduce the required front yard building setback for Lot 3 to 10.28 feet; (ii) reduce the required south side yard setback for Lot 3 to 10.53 feet; (iii) reduce the required north side yard setback for Lot 3 to 20.50 feet; (iii) reduce the required rear yard setback for Lot 3 to 25.99 feet; and (iv) reduce the required lot size to 0.29 acres for Lot 2 and 0.25 acres for Lot 3 (collectively, the "**Variations**") (collectively, the Tentative Plat of Subdivision and the Variations

are the “**Requested Approvals**”); and

**WHEREAS**, the Petitioner's Application for Requested Approvals were referred by the Department, within 15 days after its receipt, to the Planning and Zoning Board of the City of Des Plaines (“**PZB**”); and

**WHEREAS**, within 90 days after the date of Petitioner's applications, a public hearing was held by the PZB on January 12, 2021, pursuant to publication of notice in the *Des Plaines Journal* on December 23, 2020; and

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

**WHEREAS**, during the public hearing, the PZB heard competent testimony and received evidence with respect to the Petitioner's applications for the Requested Approvals; and

**WHEREAS**, on January 13, 2021, the PZB filed a written report with the City Council summarizing the testimony received by the PZB and stating that the PZB’s motion to recommend approval of the Requested Approvals passed by a vote of 4-2; and

**WHEREAS**, the Petitioner made representations to the PZB with respect to the Requested Approvals, which representations are hereby found by the City Council to be material and upon which the City Council relies in granting the Requested Approvals subject to certain terms and conditions; and

**WHEREAS**, the City Council has studied the written report of the PZB, the applicable standards set forth in the Zoning Ordinance, and the Staff Memorandum dated December 30, 2020, including its exhibits, which form part of the basis for this Ordinance;

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

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

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

10 SOUTH RIVER ROAD

LOT 15 (EXCEPT THE WEST 139.85 FEET THEREOF AND EXCEPT THAT APRT THEREOF TAKEN FOR HIGHWAY PURPOSES) IN REDEKER’S GARDEN ADDITION TO DES PLAINES, BEING A SUBDIVISION OF LOTS 6 AND 7 (EXCEPT THE SOUTH 4 ACRES THEREOF) IN REDEKER’S ESTATE. A SUBDIVISION OF PARTS OF

SECTIONS 8, 9, 16 AND 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 09-17-200-022-0000

Commonly known as: 10 S. River Road, Des Plaines, Illinois

1415 REDEKER ROAD

LOT 14, THE WEST 86.85 FEET OF LOTS 56, 16, AND 17, THAT PART OF A LINE EXTENDING FROM A POINT IN THE NORTH LINE OF SAID LOT 18, WHICH IS 663.11 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE SOUTHEASTERLY 607.86 FEET TO AN ANGLE POINT WHICH IS 61.28 FEET WEST OF AND 26.78 FEET SOUTH OF SAID NORTHEAST CORNER OF LOT 18 (MEASURED ALONG LINES PARALLEL TO SAID NORTH LINE AND THE EAST LINE OF SAID LOT 18); THENCE SOUTHEASTERLY 71.14 FEET TO A POINT IN SAID LOT 18 (BEING THE CENTER LINE OF RIVER ROAD), WHICH IS 52.54 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 18 (EXCEPTING FROM SAID TRACE THAT PART THEREOF LYING WEST OF THE WEST LINE EXTENDED SOUTH OF LOT 14 AND ALSO THAT PART OF THE LOT 18 DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT 18 AND THE WESTERLY RIGHT OF WAY LINE OF DES PLAINES RIVER ROAD PER DOCUMENT 172839 RECORDED JANUARY 29, 1923; THENCE SOUTH 14 DEGREES 25 MINUTES 09 SECONDS EAST 11.683 METERS (38.33 FEET) (BEARINGS BASED ON STATE PLANE COORDINATES: ILLINOIS EAST ZONE); THENCE NORTH 71 DEGREES 52 MINUTES 22 SECONDS WEST 2.371 METERS (7.78 FEET); THENCE NORTH 14 DEGREES 25 MINUTES 09 SECONDS WEST 10.823 METERS (35.51 FEET) TO THE NORTH LINE OF SAID LOT 18; THENCE NORTH 87 DEGREES 18 MINUTES 51 SECONDS EAST 2.042 METERS (6.70 FEET) AS MEASURED ALONG SAID NORTH LINE TO THE POINT OF BEGINNING); ALL IN REDEKER'S GARDEN ADDITION TO DES PLAINES IN SECTIONS 8 AND 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS: 09-17-200-044-0000; -045; -051; -106

Commonly known as: 1415 Redeker, Des Plaines, Illinois

**SECTION 3. APPROVAL OF TENTATIVE PLAT OF SUBDIVISION.** Pursuant to Section 13-2-7 of the City Code, and subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 5 of this Ordinance, the City Council hereby approves the Tentative Plat of Subdivision for the Subject Property, prepared by Doland Engineering, LLC, consisting of one sheet, and with a latest revision date of December 21, 2020, a copy of which is attached to, and by this reference, made a part of this Ordinance as **Exhibit A**.

**SECTION 4. VARIATIONS.** The City Council finds that the Variations defined in the recitals to this Ordinance satisfy the standards set forth in Section 12-3-6.H of the Zoning Ordinance, and, pursuant to the City's home rule powers, finds that the Variations are otherwise necessary and appropriate. Subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 5 of this Ordinance, the City Council hereby grants the Variations for Lot 2 and Lot 3.

**SECTION 5. CONDITIONS.** The approval of the Tentative Plat of Subdivision granted pursuant to Section 3 and of this Ordinance and the Variations granted pursuant to Section 4 of this Ordinance are expressly subject to and contingent upon compliance by the Owner and the Petitioner with each and all of the following conditions, all at the sole cost and expense of the Owner and the Petitioner:

A. **Compliance with Law and Regulations.** The development, use, operation, and maintenance of Lot 2 and Lot 3 by the Petitioner and 10 S. River Road Owners must at all times comply with all applicable City codes and ordinances, as the same have been or may be amended from time to time, except to the extent specifically provided otherwise in this Ordinance.

B. The "Site Plan" prepared by Doland Engineering, LLC, consisting of one sheet and dated December 21, 2020, submitted with Petitioner's Application for the Requested Approvals is understood and acknowledged by the City, the Petitioner, the 10 S. River Road

Owners, and the 1415 Redeker Road Owner as a conceptual plan and not an approval to construct or install any new structures or substantial improvements to the existing structures on the Subject Property without first obtaining all necessary permits and approvals from the City. The Site Plan is included solely for reference purposes.

C. All drawings and plans submitted to the City for any private improvements on the Subject Property must comply with all applicable regulations, codes, and ordinances in effect at the time applications for building permits and other approvals are submitted to the City. Nothing in this Ordinance shall entitle the Petitioner, the 10 S. River Road Owners, or the 1415 Redeker Road Owner to construct or install any new structures or substantial improvements to the existing structures on the Subject Property without first obtaining all necessary permits and approvals from the City.

D. Additional Conditions. The development, use, and maintenance of the Subject Property shall be subject to and contingent upon compliance with the additional conditions as follows:

1. The Lot 2 property identified on the Tentative Plat of Subdivision to be acquired by the owner of 10 S. River Road shall be only utilized for the ingress/egress to the 10 S. River Road property and the parking of vehicles to be serviced. No equipment, materials, or other items shall be stored in this location.
2. All existing structures located on the Lot 2 property identified on the Tentative Plat of Subdivision shall be demolished and replaced with a dust-free hard surface within a year of City Council approval.
3. The Lot 2 property identified on the Tentative Plat of Subdivision shall be replaced with a dust-free hard surface within a year of City Council approval.

**SECTION 6. SUBMISSION OF FINAL PLAT OF SUBDIVISION.** Pursuant to and in accordance with Section 13-2-4 of the Subdivision Code, the adoption of this Ordinance authorizes the Petitioner to submit a final plat of subdivision for the Subject Property to the City.

**SECTION 7. TIME PERIOD FOR SUBMISSION OF FINAL PLAT OF SUBDIVISION.** Pursuant to and in accordance with Section 13-2-10.B of the Subdivision Regulations, the Petitioner must submit for review and approval by the City a final plat of subdivision for the Subject Property no later than the date that is 12 months after the effective date of the approval of the Tentative Plat of Subdivision by the PZB.

**SECTION 8. EFFECT.** This Ordinance authorizes the use and development of the Subject Property in accordance with the terms and conditions of this Ordinance and shall prevail against other ordinances of the City to the extent that any might conflict. The terms and conditions of this Ordinance shall be binding upon Petitioner, its grantees, assigns and successors in interest to the Subject Property.

**SECTION 9. LIMITATIONS.** The Variations shall be valid for not more than 12 months prior to the issuance of a building permit and the commencement of construction in accordance with the terms and conditions of this Ordinance. The Zoning Administrator may extend the Variations if the Petitioner requests an extension in accordance with Section 12-3-6.L.

**SECTION 10. EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

**SECTION 11. SEVERABILITY.** If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

[SIGNATURE PAGE FOLLOWS]

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

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

**VOTE:** Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

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**MAYOR**

ATTEST:

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**CITY CLERK**

Published in pamphlet form this  
\_\_\_\_\_ day of \_\_\_\_\_, 2021.

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**

I, \_\_\_\_\_, being the \_\_\_\_\_  
of the owner or other party in interest of the property, legally described within this Ordinance,  
having read a copy of the Ordinance, do hereby accept, concur and agree to develop and use  
the subject property in accordance with the terms of this Ordinance.

Dated: \_\_\_\_\_

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Name)

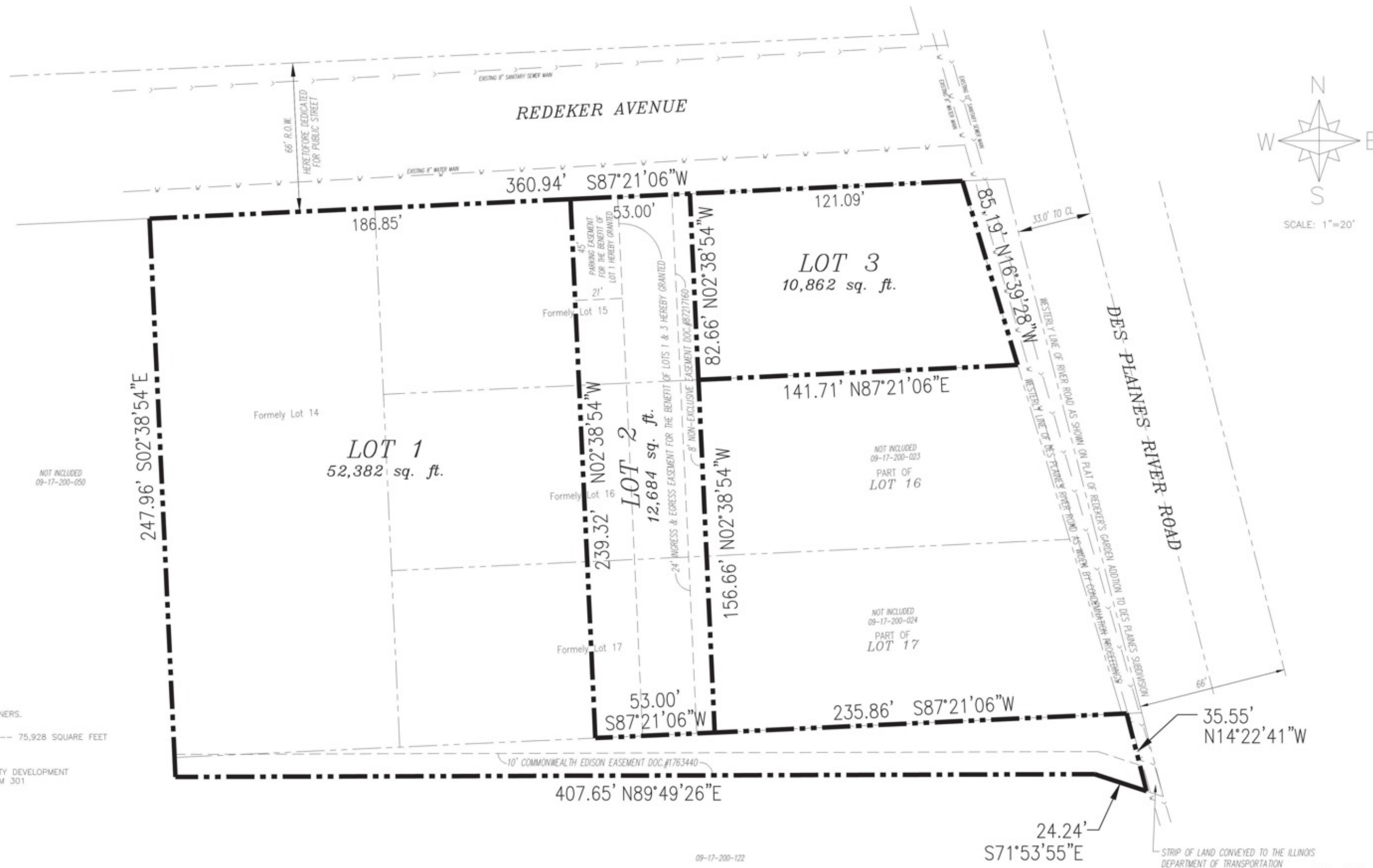
\_\_\_\_\_ (Name)

# TENTATIVE PLAT OF SUBDIVISION DAMIANO-MERCHANDISE RESUBDIVISION

DOLAND ENGINEERING, LLC  
 - CIVIL ENGINEERING ~ LAND SURVEYING ~ LAND PLANNING -  
 334 E. COLFAX STREET, SUITE C,  
 PALATINE, ILLINOIS 60067  
 (847) 991-5088 (847) 934-3427-FAX

BEING A SUBDIVISION OF LOTS 14, 15, 16, 17 & PART OF 18 IN REDEKER'S GARDEN ADDITION TO DES PLAINES, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SEPTEMBER 24, 2020  
 DECEMBER 21, 2020



**NOTES**

- 1) IRON PIPES SET AT LOT CORNERS.
- 2) TOTAL AREA OF SUBDIVISION --- 75,928 SQUARE FEET
- 3) RETURN THE PLAT LINES TO:  
 CITY OF DES PLAINES  
 DEPARTMENT OF COMMUNITY DEVELOPMENT  
 1420 MINER STREET, ROOM 301  
 DES PLAINES, IL. 60016
- 4) EXISTING P.L.N.'S  
 09-17-200-051-0000  
 09-17-200-045-0000  
 09-17-200-044-0000  
 09-17-200-022-0000  
 09-17-200-106-0000