



CITY COUNCIL AGENDA

Tuesday, July 6, 2021

Closed Session – 6:30 p.m.

Regular Session – 7:00 p.m.

Room 102

CALL TO ORDER

CLOSED SESSION

PROBABLE OR IMMINENT LITIGATION

REGULAR SESSION

ROLL CALL

PRAYER

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

(matters not on the agenda)

APPOINTMENT

Confirmation of Appointment and Swearing-In of Shamoan Ebrahimi, 8th Ward Alderman

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-114-21:** Restating the Section 125 Cafeteria Plan Document to Allow Employee Payroll Deductions for Medical, Dental, and Vision Premiums on a Pre-Tax Basis and to Approve an Amendment for Changes Related to the Coronavirus Aid, Relief, and Economic Security Act (CARES Act)
2. **RESOLUTION R-115-21:** Awarding Bid for the Replacement of City Hall Air Handling Units (AHUs) to Oak Brook Mechanical Services, Inc., Elmhurst, Illinois in the Amount of \$1,279,950. Budgeted Funds – Facilities Replacement/R&M/City Hall.
3. Minutes/Regular Meeting – June 21, 2021
4. Minutes/Closed Session – June 21, 2021

UNFINISHED BUSINESS

n/a

NEW BUSINESS

1. **FINANCE & ADMINISTRATION** – Alderman Zadrozny, Chair
 - a. Warrant Register in the Amount of \$3,695,572.66 – **RESOLUTION R-116-21**
2. **COMMUNITY DEVELOPMENT** – Alderman Chester, Chair
 - a. Consideration of a Conditional Use for a Commercially Zoned Assembly Use at 69-79 Broadway Street – **ORDINANCE Z-39-21**

OTHER MAYOR/ALDERMEN COMMENTS FOR THE GOOD OF THE ORDER

ADJOURNMENT

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



OFFICE OF THE MAYOR

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

MEMORANDUM

Date: June 24, 2021
To: Aldermen
Cc: Michael G. Bartholomew, City Manager
From: Andrew Goczkowski, Mayor AG..
Subject: Mayoral Appointment of Vacant 8th Ward Alderman

Pursuant to Section 3.1-10-50 of the Illinois Municipal Code, 65 ILCS 5/3.1-10-50, I am appointing Shamoon Ebrahimi as Alderman of the 8th Ward to fill the vacancy created upon my election as Mayor on April 6, 2021. Shamoon has been a resident of Des Plaines for 20 years, is a father of three young children and is actively engaged with the Des Plaines community.

I have asked the City Manager to place this appointment on the Agenda at our July 6, 2021 meeting for your consideration and consent.

This will be a temporary appointment lasting until a permanent replacement is selected by the voters of the 8th Ward at the April 2023 general municipal election.



HUMAN RESOURCES

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MEMORANDUM

Date: July 6, 2021

To: Michael G. Bartholomew, City Manager

From: Becky Madison, Director of Human Resources

Subject: Approval of Resolution Restating the Section 125 Cafeteria Plan Document

Issue: Staff is requesting City Council consideration of a Resolution to restate the City's Section 125 Cafeteria Plan Document to allow for payroll deductions to be made from employee paychecks for the purpose of health, dental, and vision insurance premiums beginning the first day of employment. Current and new employees who elect participation in the City's health, dental and vision insurance will pay a portion of the premium via an automated deduction through payroll. The approval of this Resolution will confirm and allow those premiums to be deducted on a pre-tax basis, therefore not subject to state and federal income tax.

Analysis: The City has an established a Section 125 Cafeteria Plan Document that permits employees to pay their share of insurance premiums for certain benefits with pre-tax payroll deductions that has not been formally updated since 1999. As a result, it is required that the Section 125 Cafeteria Plan Document be restated and language added to allow for the dental and vision premiums to be deducted from an employee's paycheck pre-tax as required by the IRS. A copy of the updated Section 125 Cafeteria Plan Document can be found in Exhibit A.

The restated Section 125 Cafeteria Plan Document has been amended to allow for enrollment in City benefits beginning the first date of employment starting August 1, 2021. Staff has found that new hires are extending their start dates with the City to ensure continued medical insurance coverage for themselves and their families with their current employers due to the current 31 day waiting period. This extension would become unnecessary with the recommended eligibility update of insurance starting day one. As the employment market tightens, the City wants to maintain a competitive benefit program to attract the most qualified candidates. Therefore, staff recommends permitting new hires coverage beginning the first date of employment.

In 2020, the Federal Government passed the Coronavirus Aid, Relief, and Economic Security Act, also known as the CARES Act, which expanded the definition of allowable medical expenses to cover over-the-counter medications, menstrual products and telehealth costs beginning January 1, 2020. It also allowed mid-year change requests to Dependent Flexible spending elections, which the City allowed in 2020. The attached Amendment (Exhibit B) formally reflects the CARES Act plan changes.

Recommendation: Staff recommends the City Council approve Resolution R-114-21 restating the Section 125 Cafeteria Plan Document to allow employee payroll deductions for medical, dental and vision

premiums on a pre-tax basis and to approve an amendment for changes related to the Coronavirus Aid, Relief, and Economic Security Act (CARES Act).

Attachments:

Resolution R-114-21

Exhibit A: City of Des Plaines Cafeteria Plan

Exhibit B: 2020 Amendment For CARES Act and Other Changes

CITY OF DES PLAINES

RESOLUTION R - 114 - 21

A RESOLUTION APPROVING AN AMENDED AND RESTATED SECTION 125 CAFETERIA PLAN DOCUMENT TO ALLOW INSURANCE PREMIUMS ON A PRE-TAX BASIS AND AN AMENDMENT TO THE PLAN DOCUMENT RELATED TO THE CARES ACT.

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's Section 125 Cafeteria Plan Document sets for the City's benefit administration policies and procedures ("*Plan*"); and

WHEREAS, the City desires to amend and restate the Plan to provide for pre-tax payroll deductions allow new employees to enroll in the City's benefit program on the first day of employment beginning August 1, 2021 (collectively, the "*Amended Restated Plan*"); and

WHEREAS, the City also desires to adopt an amendment to the Plan to incorporate the expanded definition of allowable medical expenses pursuant to the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) ("*CARES Act Plan Amendment*"); and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve the Amended and Restated Plan and the CARES Act Plan Amendment in accordance with 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 OF AMENDED RESTATED PLAN. The Amended and Restated Plan, which will be effective August 1, 2021, is hereby approved in substantially the form attached as *Exhibit A*, and in a final form approved by the General Counsel.

SECTION 3: APPROVAL OF CARES ACT PLAN AMENDMENT. The CARES Act Plan Amendment, which will be effective retroactively to January 1, 2020, is hereby approved in substantially the form attached as *Exhibit B*, and in a final form approved by General Counsel.

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

**CITY OF DES PLAINES
CAFETERIA PLAN
AND ALL SUPPORTING FORMS HAVE BEEN PRODUCED FOR
City of Des Plaines**

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**CITY OF DES PLAINES
CAFETERIA PLAN**

TABLE OF CONTENTS

ARTICLE I DEFINITIONS

ARTICLE II PARTICIPATION

2.1	ELIGIBILITY	2
2.2	EFFECTIVE DATE OF PARTICIPATION	3
2.3	APPLICATION TO PARTICIPATE.....	3
2.4	TERMINATION OF PARTICIPATION.....	3
2.5	CHANGE OF EMPLOYMENT STATUS	3
2.6	TERMINATION OF EMPLOYMENT	3
2.7	DEATH	3

ARTICLE III CONTRIBUTIONS TO THE PLAN

3.1	EMPLOYER CONTRIBUTION	4
3.2	SALARY REDIRECTION.....	4
3.3	APPLICATION OF CONTRIBUTIONS	4
3.4	PERIODIC CONTRIBUTIONS.....	4

ARTICLE IV BENEFITS

4.1	BENEFIT OPTIONS	4
4.2	HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT.....	5
4.3	DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT	5
4.4	HEALTH INSURANCE BENEFIT	5
4.5	DENTAL INSURANCE BENEFIT	5
4.6	VISION INSURANCE BENEFIT	5
4.7	NONDISCRIMINATION REQUIREMENTS	5

ARTICLE V PARTICIPANT ELECTIONS

5.1	INITIAL ELECTIONS	6
5.2	SUBSEQUENT ANNUAL ELECTIONS	6
5.3	FAILURE TO ELECT	6
5.4	CHANGE IN STATUS	6

ARTICLE VI HEALTH FLEXIBLE SPENDING ACCOUNT

6.1	ESTABLISHMENT OF PLAN	8
6.2	DEFINITIONS.....	8
6.3	FORFEITURES	8
6.4	LIMITATION ON ALLOCATIONS	9
6.5	NONDISCRIMINATION REQUIREMENTS	9
6.6	COORDINATION WITH CAFETERIA PLAN	9
6.7	HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS	9
6.8	DEBIT AND CREDIT CARDS.....	10

**ARTICLE VII
DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT**

7.1	ESTABLISHMENT OF ACCOUNT	11
7.2	DEFINITIONS.....	11
7.3	DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS.....	11
7.4	INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS.....	11
7.5	DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS	12
7.6	ALLOWABLE DEPENDENT CARE REIMBURSEMENT	12
7.7	ANNUAL STATEMENT OF BENEFITS	12
7.8	FORFEITURES	12
7.9	LIMITATION ON PAYMENTS	12
7.10	NONDISCRIMINATION REQUIREMENTS	12
7.11	COORDINATION WITH CAFETERIA PLAN	12
7.12	DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS.....	12
7.13	DEBIT AND CREDIT CARDS.....	13

**ARTICLE VIII
BENEFITS AND RIGHTS**

8.1	CLAIM FOR BENEFITS	14
8.2	APPLICATION OF BENEFIT PLAN SURPLUS.....	15

**ARTICLE IX
ADMINISTRATION**

9.1	PLAN ADMINISTRATION	15
9.2	EXAMINATION OF RECORDS	16
9.3	PAYMENT OF EXPENSES	16
9.4	INSURANCE CONTROL CLAUSE.....	16
9.5	INDEMNIFICATION OF ADMINISTRATOR	16

**ARTICLE X
AMENDMENT OR TERMINATION OF PLAN**

10.1	AMENDMENT	16
10.2	TERMINATION.....	16

**ARTICLE XI
MISCELLANEOUS**

11.1	PLAN INTERPRETATION	16
11.2	GENDER AND NUMBER	16
11.3	WRITTEN DOCUMENT	16
11.4	EXCLUSIVE BENEFIT	16
11.5	PARTICIPANT'S RIGHTS	17
11.6	ACTION BY THE EMPLOYER	17
11.7	NO GUARANTEE OF TAX CONSEQUENCES.....	17
11.8	INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS.....	17
11.9	FUNDING	17
11.10	GOVERNING LAW	17
11.11	SEVERABILITY	17

11.12	CAPTIONS	17
11.13	CONTINUATION OF COVERAGE (COBRA)	17
11.14	FAMILY AND MEDICAL LEAVE ACT (FMLA).....	17
11.15	HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)	18
11.16	UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)	18
11.17	COMPLIANCE WITH HIPAA PRIVACY STANDARDS.....	18
11.18	COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS	19
11.19	MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT.....	19
11.20	GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)	19
11.21	WOMEN'S HEALTH AND CANCER RIGHTS ACT	19
11.22	NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT	19

**CITY OF DES PLAINES
CAFETERIA PLAN**

INTRODUCTION

The Employer has amended this Plan effective 08/01/2021, to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their Dependents and beneficiaries. The concept of this Plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires and needs. This Plan is a restatement of a Plan which was originally effective on 01/01/2018. The Plan shall be known as City of Des Plaines Cafeteria Plan (the "Plan").

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

**ARTICLE I
DEFINITIONS**

1.1 **"Administrator"** means the Employer unless another person or entity has been designated by the Employer pursuant to Section 9.1 to administer the Plan on behalf of the Employer. If the Employer is the Administrator, the Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

1.2 **"Affiliated Employer"** means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).

1.3 **"Benefit" or "Benefit Options"** means any of the optional benefit choices available to a Participant as outlined in Section 4.1.

1.4 **"Cafeteria Plan Benefit Dollars"** means the amount available to Participants to purchase Benefit Options as provided under Section 4.1. Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.

1.5 **"Code"** means the Internal Revenue Code of 1986, as amended or replaced from time to time.

1.6 **"Compensation"** means the amounts received by the Participant from the Employer during a Plan Year.

1.7 **"Dependent"** means any individual who qualifies as a dependent under the self-funded plan for purposes of that plan or under Code Section 152 (as modified by Code Section 105(b)).

"Dependent" shall include any Child of a Participant who is covered under an Insurance Contract, as defined in the Contract, or under the Health Flexible Spending Account or as allowed by reason of the Affordable Care Act.

For purposes of the Health Flexible Spending Account, a Participant's "Child" includes his/her natural child, stepchild, foster child, adopted child, or a child placed with the Participant for adoption. A Participant's Child will be an eligible Dependent until reaching the limiting age of 26, without regard to student status, marital status, financial dependency or residency status with the Employee or any other person. When the child reaches the applicable limiting age, coverage will end at the end of the calendar year.

The phrase "placed for adoption" refers to a child whom the Participant intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

1.8 **"Effective Date"** means 01/01/2018.

1.9 **"Election Period"** means the period immediately preceding the beginning of each Plan Year established by the Administrator, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.

1.10 **"Eligible Employee"** means any Employee who has satisfied the provisions of Section 2.1.

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by

the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

However, Employees who are "leased employees" as defined in Code Section 414(n)(2) shall not be eligible to participate in this Plan.

However, any Employee who is a "part-time" Employee shall not be eligible to participate in this Plan. A "part-time" Employee is any Employee who works, or is expected to work on a regular basis, less than 30 hours a week and is designated as a part-time Employee on the Employer's personnel records.

1.11 **"Employee"** means any person who is employed by the Employer. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).

1.12 **"Employer"** means City of Des Plaines and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating, Affiliated or Adopting Employer.

1.13 **"Employer Contribution"** means the contributions made by the Employer pursuant to Section 3.1 to enable a Participant to purchase Benefits. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V and as set forth in Section 3.1.

1.14 **"Grace Period"** means, with respect to any Plan Year, the time period ending on the fifteenth day of the third calendar month after the end of such Plan Year, during which Medical Expenses and Employment-Related Dependent Care Expenses incurred by a Participant will be deemed to have been incurred during such Plan Year.

1.15 **"Insurance Contract"** means any contract issued by an Insurer underwriting a Benefit.

1.16 **"Insurer"** means any insurance company that underwrites a Benefit under this Plan or, with respect to any self-funded benefits, the Employer.

1.17 **"Key Employee"** means an Employee described in Code Section 416(i)(1) and the Treasury regulations thereunder.

1.18 **"Participant"** means any Eligible Employee who elects to become a Participant pursuant to Section 2.3 and has not for any reason become ineligible to participate further in the Plan.

1.19 **"Plan"** means this instrument, including all amendments thereto.

1.20 **"Plan Year"** means the 12-month period beginning 01/01 and ending 12/31. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.

1.21 **"Premium Expenses"** or **"Premiums"** mean the Participant's cost for the self-funded Benefits described in Section 4.1.

1.22 **"Premium Expense Reimbursement Account"** means the account established for a Participant pursuant to this Plan to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Premiums of the Participant may be paid or reimbursed. If more than one type of insured or self-funded Benefit is elected, sub-accounts shall be established for each type of insured or self-funded Benefit.

1.23 **"Salary Redirection"** means the contributions made by the Employer on behalf of Participants pursuant to Section 3.2. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

1.24 **"Salary Redirection Agreement"** means an agreement between the Participant and the Employer under which the Participant agrees to reduce his Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.

1.25 **"Spouse"** means spouse as determined under Federal law.

1.26 **"Self-Funded"** means PPO plan options

ARTICLE II PARTICIPATION

2.1 ELIGIBILITY

Any Eligible Employee shall be eligible to participate hereunder as of his date of employment (or the Effective Date of the Plan, if later). However, any Eligible Employee who was a Participant in the Plan on the effective date of this amendment shall continue to be eligible to participate in the Plan.

2.2 EFFECTIVE DATE OF PARTICIPATION

2.1. An Eligible Employee shall become a Participant effective as of the date on which he satisfies the requirements of Section

2.3 APPLICATION TO PARTICIPATE

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate in a manner set forth by the Administrator. The election shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his Benefit elections pursuant to Section 5.4 hereof.

An Eligible Employee shall also be required to complete a Salary Redirection Agreement during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to Section 2.2.

2.4 TERMINATION OF PARTICIPATION

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

- (a) **Termination of employment.** The Participant's termination of employment, subject to the provisions of Section 2.6;
- (b) **Change in employment status.** The end of the Plan Year during which the Participant became a limited Participant because of a change in employment status pursuant to Section 2.5;
- (c) **Death.** The Participant's death, subject to the provisions of Section 2.7; or
- (d) **Termination of the plan.** The termination of this Plan, subject to the provisions of Section 10.2.

2.5 CHANGE OF EMPLOYMENT STATUS

If a Participant ceases to be eligible to participate because of a change in employment status or classification (other than through termination of employment), the Participant shall become a limited Participant in this Plan for the remainder of the Plan Year in which such change of employment status occurs. As a limited Participant, no further Salary Redirection may be made on behalf of the Participant, and, except as otherwise provided herein, all further Benefit elections shall cease, subject to the limited Participant's right to continue coverage under any Insurance Contracts. However, any balances in the limited Participant's Dependent Care Flexible Spending Account may be used during such Plan Year to reimburse the limited Participant for any allowable Employment-Related Dependent Care incurred during the Plan Year. Subject to the provisions of Section 2.6, if the limited Participant later becomes an Eligible Employee, then the limited Participant may again become a full Participant in this Plan, provided he otherwise satisfies the participation requirements set forth in this Article II as if he were a new Employee and made an election in accordance with Section 5.1.

2.6 TERMINATION OF EMPLOYMENT

If a Participant's employment with the Employer is terminated for any reason other than death, his participation in the Benefit Options provided under Section 4.1 shall be governed in accordance with the following:

- (a) **Insurance Benefit.** With regard to Benefits provided under Section 4.1, the Participant's participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract or self-funded benefit for which premiums have already been paid.
- (b) **Dependent Care FSA.** With regard to the Dependent Care Flexible Spending Account, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for employment related Dependent Care Expense reimbursements for claims incurred up to the date of termination and submitted within 30 days after termination, based on the level of the Participant's Dependent Care Flexible Spending Account as of the date of termination.
- (c) **COBRA applicability.** With regard to the Health Flexible Spending Account, the Participant may submit claims for expenses that were incurred during the portion of the Plan Year before the end of the period for which payments to the Health Flexible Spending Account have already been made. Thereafter, the health benefits under this Plan including the Health Flexible Spending Account shall be applied and administered consistent with such further rights a Participant and his Dependents may be entitled to pursuant to Code Section 4980B and Section 11.13 of the Plan.

2.7 DEATH

If a Participant dies, his participation in the Plan shall cease. However, such Participant's spouse or Dependents may submit claims for expenses or benefits for the remainder of the Plan Year or until the Cafeteria Plan Benefit Dollars allocated to each specific benefit are exhausted. In no event may reimbursements be paid to someone who is not a spouse or Dependent. If the Plan is subject

to the provisions of Code Section 4980B, then those provisions and related regulations shall apply for purposes of the Health Flexible Spending Account.

ARTICLE III CONTRIBUTIONS TO THE PLAN

3.1 EMPLOYER CONTRIBUTION

The Employer shall make available to each Participant an Employer Contribution to be used for any Benefit under the Plan in an amount to be determined by the Employer prior to the beginning of each Plan Year. Each Participant's Employer Contribution shall be converted to Cafeteria Plan Benefit Dollars and be available to purchase Benefits hereunder. The Employer's Contribution shall be made on a pro rata basis for each pay period of the Participant. If a Participant fails to make any election of Benefit Option, then the Employer Contribution shall be distributed in cash to the Participant.

3.2 SALARY REDIRECTION

If a Participant's Employer Contribution is not sufficient to cover the cost of Benefits or Premium Expenses he elects pursuant to Section 4.1, his Compensation will be reduced in an amount equal to the difference between the cost of Benefits he elected and the amount of Employer Contribution available to him. Such reduction shall be his Salary Redirection, which the Employer will use on his behalf, together with his Employer Contribution, to pay for the Benefits he elected. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article IV.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

3.3 APPLICATION OF CONTRIBUTIONS

As soon as reasonably practical after each payroll period, the Employer shall apply the Employer Contribution and Salary Redirection to provide the Benefits elected by the affected Participants. Any contribution made or withheld for the Health Flexible Spending Account or Dependent Care Flexible Spending Account shall be credited to such fund or account. Amounts designated for the Participant's Premium Expense Reimbursement Account shall likewise be credited to such account for the purpose of paying Premium Expenses.

3.4 PERIODIC CONTRIBUTIONS

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. However, with regard to the Health Flexible Spending Account, the payment schedule for the required contributions may not be based on the rate or amount of reimbursements during the Plan Year.

ARTICLE IV BENEFITS

4.1 BENEFIT OPTIONS

Each Participant may elect any one or more of the following optional Benefits:

- (1) Health Flexible Spending Account
- (2) Dependent Care Flexible Spending Account
- (3) Insurance Premium Payment Plan
 - (i) Health Insurance Benefit
 - (ii) Dental Insurance Benefit
 - (iii) Vision Insurance Benefit

4.2 HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Health Flexible Spending Account option, in which case Article VI shall apply.

4.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Dependent Care Flexible Spending Account option, in which case Article VII shall apply.

4.4 HEALTH INSURANCE BENEFIT

(a) **Coverage for Participant and Dependents.** Each Participant may elect to be covered under a health Contract for the Participant, his or her Spouse, and his or her Dependents.

(b) **Employer selects contracts.** The Employer may select suitable health Contracts for use in providing this health insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such health Contract shall be determined therefrom, and such Contract shall be incorporated herein by reference.

4.5 DENTAL INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's dental Insurance Contract. In addition, the Participant may elect either individual or family coverage under such Insurance Contract.

(b) **Employer selects contracts.** The Employer may select suitable dental Insurance Contracts for use in providing this dental insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such dental Insurance Contract shall be determined therefrom, and such dental Insurance Contract shall be incorporated herein by reference.

4.6 VISION INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's vision Insurance Contract. In addition, the Participant may elect either individual or family coverage.

(b) **Employer selects contracts.** The Employer may select suitable vision Insurance Contracts for use in providing this vision insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such vision Insurance Contract shall be determined therefrom, and such vision Insurance Contract shall be incorporated herein by reference.

4.7 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125.

(b) **25% concentration test.** It is the intent of this Plan not to provide qualified benefits as defined under Code Section 125 to Key Employees in amounts that exceed 25% of the aggregate of such Benefits provided for all Eligible Employees under the Plan. For purposes of the preceding sentence, qualified benefits shall not include benefits which (without regard to this paragraph) are includible in gross income.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to, reject any election or reduce contributions or non-taxable Benefits in order to assure compliance with the Code and regulations. Any act taken by the Administrator shall be carried out in a uniform and nondiscriminatory manner. With respect to any affected Participant who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among Health Flexible Spending Account Benefits and Dependent Care Flexible Spending Account Benefits, and once all these Benefits are expended, proportionately among self-funded Benefits. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

ARTICLE V PARTICIPANT ELECTIONS

5.1 INITIAL ELECTIONS

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so on or before his effective date of participation pursuant to Section 2.2.

5.2 SUBSEQUENT ANNUAL ELECTIONS

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form to be provided by the Administrator, which Benefit options he wishes to select. Any such election shall be effective for any Benefit expenses incurred during the Plan Year which follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

- (a) A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;
- (b) A Participant may terminate his participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year, or by not electing any Benefit options;
- (c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in Section 5.4.

5.3 FAILURE TO ELECT

Any Participant failing to complete an election of benefits form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized for such subsequent Plan Year.

5.4 CHANGE IN STATUS

(a) **Change in status defined.** Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or Dependent, or a Dependent ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such event. In addition, if the Participant, Spouse or Dependent gains or loses eligibility for coverage, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan corresponds with that change in status only if coverage for that individual becomes applicable or is increased under the family member plan.

Regardless of the consistency requirement, if the individual, the individual's Spouse, or Dependent becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

- (1) **Legal Marital Status:** events that change a Participant's legal marital status, including marriage, divorce, death of a Spouse, legal separation or annulment;
- (2) **Number of Dependents:** Events that change a Participant's number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;
- (3) **Employment Status:** Any of the following events that change the employment status of the Participant, Spouse, or Dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, Spouse, or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;

(4) Dependent satisfies or ceases to satisfy the eligibility requirements: An event that causes the Participant's Dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and

(5) Residency: A change in the place of residence of the Participant, Spouse or Dependent, that would lead to a change in status (such as a loss of HMO coverage).

For the Dependent Care Flexible Spending Account, a Dependent becoming or ceasing to be a "Qualifying Dependent" as defined under Code Section 21(b) shall also qualify as a change in status.

Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child, as allowed under Code Sections 105(b) and 106, and guidance thereunder, shall qualify as a change in status.

(b) **Special enrollment rights.** Notwithstanding subsection (a), the Participants may change an election for group health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (SCHIP); provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.

(c) **Qualified Medical Support Order.** Notwithstanding subsection (a), in the event of a judgment, decree, or order (including approval of a property settlement) ("order") resulting from a divorce, legal separation, annulment, or change in legal custody which requires accident or health coverage for a Participant's child (including a foster child who is a Dependent of the Participant):

(1) The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or

(2) The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former Spouse to provide coverage for such child, under that individual's plan and such coverage is actually provided.

(d) **Medicare or Medicaid.** Notwithstanding subsection (a), a Participant may change elections to cancel accident or health coverage for the Participant or the Participant's Spouse or Dependent if the Participant or the Participant's Spouse or Dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's Spouse or Dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.

(e) **Cost increase or decrease.** If the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage, or drop coverage prospectively if there is no benefit package option with similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

(f) **Loss of coverage.** If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if no similar coverage is offered.

(g) **Addition of a new benefit.** If, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those Eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.

(h) **Loss of coverage under certain other plans.** A Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.

(i) **Change of coverage due to change under certain other plans.** A Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of a Spouse's, former Spouse's or Dependent's employer if (1) the cafeteria plan or other benefits plan of the Spouse's, former Spouse's or Dependent's

employer permits its participants to make a change; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different from the period of coverage under the cafeteria plan of a Spouse's, former Spouse's or Dependent's employer.

(j) **Change in dependent care provider.** A Participant may make a prospective election change that is on account of and corresponds with a change by the Participant in the dependent care provider. The availability of dependent care services from a new childcare provider is similar to a new benefit package option becoming available. A cost change is allowable in the Dependent Care Flexible Spending Account only if the cost change is imposed by a dependent care provider who is not related to the Participant, as defined in Code Section 152(a)(1) through (8).

(k) **Health FSA cannot change due to insurance change.** A Participant shall not be permitted to change an election to the Health Flexible Spending Account as a result of a cost or coverage change under any health insurance benefits.

(l) **Health FSA cannot change amounts.** A Participant may not make changes to his Benefit elections under the Health Flexible Spending Account in the event of a change in status.

ARTICLE VI HEALTH FLEXIBLE SPENDING ACCOUNT

6.1 ESTABLISHMENT OF PLAN

This Health Flexible Spending Account is intended to qualify as a medical reimbursement plan under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder. Participants who elect to participate in this Health Flexible Spending Account may submit claims for the reimbursement of Medical Expenses. All amounts reimbursed shall be periodically paid from amounts allocated to the Health Flexible Spending Account. Periodic payments reimbursing Participants from the Health Flexible Spending Account shall in no event occur less frequently than monthly.

6.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan, the terms below have the following meaning:

(a) **"Health Flexible Spending Account"** means the account established for Participants pursuant to this Plan to which part of their Cafeteria Plan Benefit Dollars may be allocated and from which all allowable Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents may be reimbursed.

(b) **"Highly Compensated Participant"** means, for the purposes of this Article and determining discrimination under Code Section 105(h), a participant who is:

- (1) one of the 5 highest paid officers;
- (2) a shareholder who owns (or is considered to own applying the rules of Code Section 318) more than 10 percent in value of the stock of the Employer; or
- (3) among the highest paid 25 percent of all Employees (other than exclusions permitted by Code Section 105(h)(3)(B) for those individuals who are not Participants).

(c) **"Medical Expenses"** means any expense for medical care within the meaning of the term "medical care" as defined in Code Section 213(d) and the rulings and Treasury regulations thereunder, and not otherwise used by the Participant as a deduction in determining his tax liability under the Code. "Medical Expenses" can be incurred by the Participant, his or her Spouse and his or her Dependents. "Incurred" means, with regard to Medical Expenses, when the Participant is provided with the medical care that gives rise to the Medical Expense and not when the Participant is formally billed or charged for, or pays for, the medical care.

A Participant may not be reimbursed for the cost of any medicine or drug that is not "prescribed" within the meaning of Code Section 106(f) or is not insulin.

A Participant may not be reimbursed for the cost of other health coverage such as premiums paid under plans maintained by the employer of the Participant's Spouse or individual policies maintained by the Participant or his Spouse or Dependent.

A Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c).

(d) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Health Flexible Spending Account.

6.3 FORFEITURES

The amount in the Health Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 6.7 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason, subject to Section 8.2.

6.4 LIMITATION ON ALLOCATIONS

(a) Notwithstanding any provision contained in this Health Flexible Spending Account to the contrary, the maximum amount of salary reductions and Employer Contributions convertible to cash that may be allocated to the Health Flexible Spending Account by a Participant in or on account of any Plan Year is \$2,500, as adjusted for increases in the cost of living in accordance with Code Section 125(i)(2). The cost of living adjustment in effect for a calendar year applies to any Plan Year beginning with or within such calendar year. The dollar increase in effect on January 1 of any calendar year shall be effective for the Plan Year beginning with or within such calendar year. For any short Plan Year, the limit shall be an amount equal to the limit for the calendar year in which the Plan Year begins multiplied by the ratio obtained by dividing the number of full months in the short Plan Year by twelve (12).

(b) **Participation in Other Plans.** All employers that are treated as a single employer under Code Sections 414(b), (c), or (m), relating to controlled groups and affiliated service groups, are treated as a single employer for purposes of the statutory limit. If a Participant participates in multiple cafeteria plans offering health flexible spending accounts maintained by members of a controlled group or affiliated service group, the Participant's total Health Flexible Spending Account contributions under all of the cafeteria plans are limited to the statutory limit (as adjusted). However, a Participant employed by two or more employers that are not members of the same controlled group may elect up to the statutory limit (as adjusted) under each Employer's Health Flexible Spending Account.

(c) **Grace Period.** Payment of expenses from a previous year in the first months of the next Plan Year, the limit above applies to the Plan Year including the Grace Period. Amounts carried into the next Plan Year as part of the Grace Period shall not affect the limit for that next Plan Year.

6.5 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Health Flexible Spending Account not to discriminate in violation of the Code and the Treasury regulations thereunder.

(b) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination under this Health Flexible Spending Account, it may, but shall not be required to, reject any elections or reduce contributions or Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Health Flexible Spending Account by the member of the group in whose favor discrimination may not occur pursuant to Code Section 105 that elected to contribute the highest amount to the fund for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section or the Code are satisfied, or until the amount designated for the fund equals the amount designated for the fund by the next member of the group in whose favor discrimination may not occur pursuant to Code Section 105 who has elected the second highest contribution to the Health Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section or the Code are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and credited to the benefit plan surplus.

6.6 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Health Flexible Spending Account. The enrollment under the Cafeteria Plan shall constitute enrollment under this Health Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

6.7 HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS

(a) **Expenses must be incurred during Plan Year.** All Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents during the Plan Year including the Grace Period shall be reimbursed during the Plan Year subject to Section 2.6, even though the submission of such a claim occurs after his participation hereunder ceases; but provided that the Medical Expenses were incurred during the applicable Plan Year. Medical Expenses are treated as having been incurred when the Participant is provided with the medical care that gives rise to the medical expenses, not when the Participant is formally billed or charged for, or pays for the medical care.

(b) **Reimbursement available throughout Plan Year.** The Administrator shall direct the reimbursement to each eligible Participant for all allowable Medical Expenses, up to a maximum of the amount designated by the Participant for the Health Flexible Spending Account for the Plan Year. Reimbursements shall be made available to the Participant throughout the year without regard to the level of Cafeteria Plan Benefit Dollars which have been allocated to the fund at any given point in time. Furthermore, a Participant shall be entitled to reimbursements only for amounts in excess of any payments or other reimbursements under any health care plan covering the Participant and/or his Spouse or Dependents.

(c) **Payments.** Reimbursement payments under this Plan shall be made directly to the Participant. However, in the Administrator's discretion, payments may be made directly to the service provider. The application for payment or reimbursement shall be made to the Administrator on an acceptable form within a reasonable time of incurring the debt or paying for the service. The application shall include a written statement from an independent third party stating that the Medical Expense has been incurred and the amount of such expense. Furthermore, the Participant shall provide a written statement that the Medical Expense has not been reimbursed or is not reimbursable under any other health plan coverage

and, if reimbursed from the Health Flexible Spending Account, such amount will not be claimed as a tax deduction. The Administrator shall retain a file of all such applications.

(d) **Grace Period.** Notwithstanding anything in this Section to the contrary, Medical Expenses incurred during the Grace Period, up to the remaining account balance, shall also be deemed to have been incurred during the Plan Year to which the Grace Period relates.

(e) **Claims for reimbursement.** Claims for the reimbursement of Medical Expenses incurred in any Plan Year shall be paid as soon after a claim has been filed as is administratively practicable; provided however, that if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those Medical Expense claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for the reimbursement of Medical Expenses must be submitted within 30 days after termination of employment.

6.8 DEBIT AND CREDIT CARDS

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Medical Expenses, subject to the following terms:

(a) **Card only for medical expenses.** Each Participant issued a card shall certify that such card shall only be used for Medical Expenses. The Participant shall also certify that any Medical Expense paid with the card has not already been reimbursed by any other plan covering health benefits and that the Participant will not seek reimbursement from any other plan covering health benefits.

(b) **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued for each Plan Year the Participant remains a Participant in the Health Flexible Spending Account. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Health Flexible Spending Account.

(c) **Maximum dollar amount available.** The dollar amount of coverage available on the card shall be the amount elected by the Participant for the Plan Year. The maximum dollar amount of coverage available shall be the maximum amount for the Plan Year as set forth in Section 6.4.

(d) **Only available for use with certain service providers.** The cards shall only be accepted by such merchants and service providers as have been approved by the Administrator following IRS guidelines.

(e) **Card use.** The cards shall only be used for Medical Expense purchases at these providers, including, but not limited to, the following:

- (1) Co-payments for doctor and other medical care;
- (2) Purchase of drugs prescribed by a health care provider, including, if permitted by the Administrator, over-the-counter medications as allowed under IRS regulations;
- (3) Purchase of medical items such as eyeglasses, syringes, crutches, etc.

(f) **Substantiation.** Such purchases by the cards shall be subject to substantiation by the Administrator, usually by submission of a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation and substantiation.

(g) **Correction methods.** If such purchase is later determined by the Administrator to not qualify as a Medical Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.

- (1) Repayment of the improper amount by the Participant;
- (2) Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;
- (3) Claims substitution or offset of future claims until the amount is repaid; and
- (4) if subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

ARTICLE VII
DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT

7.1 ESTABLISHMENT OF ACCOUNT

This Dependent Care Flexible Spending Account is intended to qualify as a program under Code Section 129 and shall be interpreted in a manner consistent with such Code Section. Participants who elect to participate in this program may submit claims for the reimbursement of Employment-Related Dependent Care Expenses. All amounts reimbursed shall be paid from amounts allocated to the Participant's Dependent Care Flexible Spending Account.

7.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan the terms below shall have the following meaning:

(a) **"Dependent Care Flexible Spending Account"** means the account established for a Participant pursuant to this Article to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Employment-Related Dependent Care Expenses of the Participant may be reimbursed for the care of the Qualifying Dependents of Participants.

(b) **"Earned Income"** means earned income as defined under Code Section 32(c)(2), but excluding such amounts paid or incurred by the Employer for dependent care assistance to the Participant.

(c) **"Employment-Related Dependent Care Expenses"** means the amounts paid for expenses of a Participant for those services which if paid by the Participant would be considered employment related expenses under Code Section 21(b)(2). Generally, they shall include expenses for household services and for the care of a Qualifying Dependent, to the extent that such expenses are incurred to enable the Participant to be gainfully employed for any period for which there are one or more Qualifying Dependents with respect to such Participant. Employment-Related Dependent Care Expenses are treated as having been incurred when the Participant's Qualifying Dependents are provided with the dependent care that gives rise to the Employment-Related Dependent Care Expenses, not when the Participant is formally billed or charged for, or pays for the dependent care. The determination of whether an amount qualifies as an Employment-Related Dependent Care Expense shall be made subject to the following rules:

(1) If such amounts are paid for expenses incurred outside the Participant's household, they shall constitute Employment-Related Dependent Care Expenses only if incurred for a Qualifying Dependent as defined in Section 7.2(d)(1) (or deemed to be, as described in Section 7.2(d)(1) pursuant to Section 7.2(d)(3)), or for a Qualifying Dependent as defined in Section 7.2(d)(2) (or deemed to be, as described in Section 7.2(d)(2) pursuant to Section 7.2(d)(3)) who regularly spends at least 8 hours per day in the Participant's household;

(2) If the expense is incurred outside the Participant's home at a facility that provides care for a fee, payment, or grant for more than 6 individuals who do not regularly reside at the facility, the facility must comply with all applicable state and local laws and regulations, including licensing requirements, if any; and

(3) Employment-Related Dependent Care Expenses of a Participant shall not include amounts paid or incurred to a child of such Participant who is under the age of 19 or to an individual who is a Dependent of such Participant or such Participant's Spouse.

(d) **"Qualifying Dependent"** means, for Dependent Care Flexible Spending Account purposes,

(1) a Participant's Dependent (as defined in Code Section 152(a)(1)) who has not attained age 13;

(2) a Dependent or the Spouse of a Participant who is physically or mentally incapable of caring for himself or herself and has the same principal place of abode as the Participant for more than one-half of such taxable year; or

(3) a child that is deemed to be a Qualifying Dependent described in paragraph (1) or (2) above, whichever is appropriate, pursuant to Code Section 21(e)(5).

(e) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Dependent Care Flexible Spending Account.

7.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

The Administrator shall establish a Dependent Care Flexible Spending Account for each Participant who elects to apply Cafeteria Plan Benefit Dollars to Dependent Care Flexible Spending Account benefits.

7.4 INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be increased each pay period by the portion of Cafeteria Plan Benefit Dollars that he has elected to apply toward his Dependent Care Flexible Spending Account pursuant to elections made under Article V hereof.

7.5 DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be reduced by the amount of any Employment-Related Dependent Care Expense reimbursements paid or incurred on behalf of a Participant pursuant to Section 7.12 hereof.

7.6 ALLOWABLE DEPENDENT CARE REIMBURSEMENT

Subject to limitations contained in Section 7.9 of this Program, and to the extent of the amount contained in the Participant's Dependent Care Flexible Spending Account, a Participant who incurs Employment-Related Dependent Care Expenses shall be entitled to receive from the Employer full reimbursement for the entire amount of such expenses incurred during the Plan Year or portion thereof during which he is a Participant.

7.7 ANNUAL STATEMENT OF BENEFITS

On or before January 31st of each calendar year, the Employer shall furnish to each Employee who was a Participant and received benefits under Section 7.6 during the prior calendar year, a statement of all such benefits paid to or on behalf of such Participant during the prior calendar year. This statement is set forth on the Participant's Form W-2.

7.8 FORFEITURES

The amount in a Participant's Dependent Care Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 7.12 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason.

7.9 LIMITATION ON PAYMENTS

(a) **Code limits.** Notwithstanding any provision contained in this Article to the contrary, amounts paid from a Participant's Dependent Care Flexible Spending Account in or on account of any taxable year of the Participant shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) or \$5,000 (\$2,500 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)).

7.10 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Dependent Care Flexible Spending Account that contributions or benefits not discriminate in favor of the group of employees in whose favor discrimination may not occur under Code Section 129(d).

(b) **25% test for shareholders.** It is the intent of this Dependent Care Flexible Spending Account that not more than 25 percent of the amounts paid by the Employer for dependent care assistance during the Plan Year will be provided for the class of individuals who are shareholders or owners (or their Spouses or Dependents), each of whom (on any day of the Plan Year) owns more than 5 percent of the stock or of the capital or profits interest in the Employer.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to a group of employees in whose favor discrimination may not occur in violation of Code Section 129 it may, but shall not be required to, reject any elections or reduce contributions or non-taxable benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Dependent Care Flexible Spending Account by the affected Participant that elected to contribute the highest amount to such account for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section are satisfied, or until the amount designated for the account equals the amount designated for the account of the affected Participant who has elected the second highest contribution to the Dependent Care Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited.

7.11 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Dependent Care Flexible Spending Account. The enrollment and termination of participation under the Cafeteria Plan shall constitute enrollment and termination of participation under this Dependent Care Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

7.12 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS

The Administrator shall direct the payment of all such Dependent Care claims to the Participant upon the presentation to the Administrator of documentation of such expenses in a form satisfactory to the Administrator. However, in the Administrator's discretion, payments may be made directly to the service provider. In its discretion in administering the Plan, the Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. At a minimum, the form shall include a statement from an independent third party as proof that the expense has been incurred during the Plan Year including the Grace Period and the amount of such expense. In addition, the Administrator may require that each Participant who desires to receive

reimbursement under this Program for Employment-Related Dependent Care Expenses submit a statement which may contain some or all of the following information:

- (a) The Dependent or Dependents for whom the services were performed;
- (b) The nature of the services performed for the Participant, the cost of which he wishes reimbursement;
- (c) The relationship, if any, of the person performing the services to the Participant;
- (d) If the services are being performed by a child of the Participant, the age of the child;
- (e) A statement as to where the services were performed;
- (f) If any of the services were performed outside the home, a statement as to whether the Dependent for whom such services were performed spends at least 8 hours a day in the Participant's household;
- (g) If the services were being performed in a day care center, a statement:
 - (1) that the day care center complies with all applicable laws and regulations of the state of residence,
 - (2) that the day care center provides care for more than 6 individuals (other than individuals residing at the center), and
 - (3) of the amount of fee paid to the provider.
- (h) If the Participant is married, a statement containing the following:
 - (1) the Spouse's salary or wages if he or she is employed, or
 - (2) if the Participant's Spouse is not employed, that
 - (i) he or she is incapacitated, or
 - (ii) he or she is a full-time student attending an educational institution and the months during the year which he or she attended such institution.
- (i) **Grace Period.** Notwithstanding anything in this Section to the contrary, Employment-Related Dependent Care Expenses incurred during the Grace Period, up to the remaining account balance, shall also be deemed to have been incurred during the Plan Year to which the Grace Period relates.
- (j) **Claims for reimbursement.** If a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for reimbursement must be submitted within 30 days after termination of employment.

7.13 DEBIT AND CREDIT CARDS

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Employment-Related Dependent Care Expenses, subject to the following terms:

- (a) **Card only for dependent care expenses.** Each Participant issued a card shall certify that such card shall only be used for Employment-Related Dependent Care Expenses. The Participant shall also certify that any Employment-Related Dependent Care Expense paid with the card has not already been reimbursed by any other plan covering dependent care benefits and that the Participant will not seek reimbursement from any other plan covering dependent care benefits.
- (b) **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued for each Plan Year the Participant remains a Participant in the Dependent Care Flexible Spending Account. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Dependent Care Flexible Spending Account.
- (c) **Only available for use with certain service providers.** The cards shall only be accepted by such service providers as have been approved by the Administrator. The cards shall only be used for Employment-Related Dependent Care Expenses from these providers.
- (d) **Substantiation.** Such purchases by the cards shall be subject to substantiation by the Administrator, usually by submission of a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation and substantiation.

(e) **Correction methods.** If such purchase is later determined by the Administrator to not qualify as an Employment-Related Dependent Care Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.

- (1) Repayment of the improper amount by the Participant;
- (2) Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;
- (3) Claims substitution or offset of future claims until the amount is repaid; and
- (4) if subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

ARTICLE VIII BENEFITS AND RIGHTS

8.1 CLAIM FOR BENEFITS

(a) **Insurance claims.** Any claim for Benefits underwritten by the self-funded plan (All PPO plans) shall be made to the Employer. If the Employer denies any claim, the Participant or beneficiary shall follow the Employer's claims review procedure.

(b) **Dependent Care Flexible Spending Account or Health Flexible Spending Account claims.** Any claim for Dependent Care Flexible Spending Account or Health Flexible Spending Account Benefits shall be made to the Administrator. For the Health Flexible Spending Account, if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for the reimbursement of Medical Expenses must be submitted within 30 days after termination of employment. For the Dependent Care Flexible Spending Account, if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for reimbursement must be submitted within 30 days after termination of employment. If the Administrator denies a claim, the Administrator may provide notice to the Participant or beneficiary, in writing, within 90 days after the claim is filed unless special circumstances require an extension of time for processing the claim. The notice of a denial of a claim shall be written in a manner calculated to be understood by the claimant and shall set forth:

- (1) specific references to the pertinent Plan provisions on which the denial is based;
- (2) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation as to why such information is necessary; and
- (3) an explanation of the Plan's claim procedure.

(c) **Appeal.** Within 60 days after receipt of the above material, the claimant shall have a reasonable opportunity to appeal the claim denial to the Administrator for a full and fair review. The claimant or his duly authorized representative may:

- (1) request a review upon written notice to the Administrator;
- (2) review pertinent documents; and
- (3) submit issues and comments in writing.

(d) **Review of appeal.** A decision on the review by the Administrator will be made not later than 60 days after receipt of a request for review, unless special circumstances require an extension of time for processing (such as the need to hold a hearing), in which event a decision should be rendered as soon as possible, but in no event later than 120 days after such receipt. The decision of the Administrator shall be written and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, with specific references to the pertinent Plan provisions on which the decision is based.

(e) **Forfeitures.** Any balance remaining in the Participant's Health Flexible Spending Account or Dependent Care Flexible Spending Account as of the end of the time for claims reimbursement for each Plan Year and Grace Period (if applicable) shall be forfeited and deposited in the benefit plan surplus of the Employer pursuant to Section 6.3 or Section 7.8, whichever is applicable, unless the Participant had made a claim for such Plan Year, in writing, which has been denied or is pending; in which event the amount of the claim shall be held in his account until the claim appeal procedures set forth above have been satisfied or the claim is paid. If any such claim is denied on appeal, the amount held beyond the end of the Plan Year shall be forfeited and credited to the benefit plan surplus.

8.2 APPLICATION OF BENEFIT PLAN SURPLUS

Any forfeited amounts credited to the benefit plan surplus by virtue of the failure of a Participant to incur a qualified expense or seek reimbursement in a timely manner may, but need not be, separately accounted for after the close of the Plan Year (or after such further time specified herein for the filing of claims) in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit available under the Plan; nor shall amounts forfeited by a particular Participant be made available to such Participant in any other form or manner, except as permitted by Treasury regulations. Amounts in the benefit plan surplus shall be used to defray any administrative costs and experience losses or used to provide additional benefits under the Plan.

ARTICLE IX ADMINISTRATION

9.1 PLAN ADMINISTRATION

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing acceptance in writing (or such other form as acceptable to both parties) with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

If the Employer elects, the Employer shall appoint one or more Administrators. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing acceptance in writing (or such other form as acceptable to both parties) with the Employer. An Administrator may resign by delivering a resignation in writing (or such other form as acceptable to both parties) to the Employer or be removed by the Employer by delivery of notice of removal (in writing or such other form as acceptable to both parties), to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power and discretion to administer the Plan in all of its details and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan. The Administrator shall be charged with the duties of the general administration of the Plan as set forth under the Plan, including, but not limited to, in addition to all other powers provided by this Plan:

- (a) To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;
- (d) To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- (e) To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan;
- (f) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;
- (g) To review and settle all claims against the Plan, to approve reimbursement requests, and to authorize the payment of benefits if the Administrator determines such shall be paid if the Administrator decides in its discretion that the applicant is entitled to them. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;
- (h) To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

9.2 EXAMINATION OF RECORDS

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

9.3 PAYMENT OF EXPENSES

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

9.4 INSURANCE CONTROL CLAUSE

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of an independent third party Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

9.5 INDEMNIFICATION OF ADMINISTRATOR

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

ARTICLE X AMENDMENT OR TERMINATION OF PLAN

10.1 AMENDMENT

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state or local laws, statutes or regulations.

10.2 TERMINATION

The Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Contract shall be paid in accordance with the terms of the Contract.

No further additions shall be made to the Health Flexible Spending Account or Dependent Care Flexible Spending Account, but all payments from such fund shall continue to be made according to the elections in effect until 90 days after the termination date of the Plan. Any amounts remaining in any such fund or account as of the end of such period shall be forfeited and deposited in the benefit plan surplus after the expiration of the filing period.

ARTICLE XI MISCELLANEOUS

11.1 PLAN INTERPRETATION

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 11.11.

11.2 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

11.3 WRITTEN DOCUMENT

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

11.4 EXCLUSIVE BENEFIT

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

11.5 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

11.6 ACTION BY THE EMPLOYER

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

11.7 NO GUARANTEE OF TAX CONSEQUENCES

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

11.8 INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

11.9 FUNDING

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

11.10 GOVERNING LAW

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the State of Illinois.

11.11 SEVERABILITY

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

11.12 CAPTIONS

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

11.13 CONTINUATION OF COVERAGE (COBRA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each Participant will be entitled to continuation coverage as prescribed in Code Section 4980B, and related regulations. This Section shall only apply if the Employer employs at least twenty (20) employees on more than 50% of its typical business days in the previous calendar year.

11.14 FAMILY AND MEDICAL LEAVE ACT (FMLA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act and regulations thereunder, this Plan shall be operated in accordance with Regulation 1.125-3.

11.15 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

11.16 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with the Uniform Services Employment And Reemployment Rights Act (USERRA) and the regulations thereunder.

11.17 COMPLIANCE WITH HIPAA PRIVACY STANDARDS

(a) **Application.** If any benefits under this Cafeteria Plan are subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.

(b) **Disclosure of PHI.** The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including genetic information and information about treatment or payment for treatment.

(c) **PHI disclosed for administrative purposes.** Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care. Protected Health Information that consists of genetic information will not be used or disclosed for underwriting purposes.

(d) **PHI disclosed to certain workforce members.** The Plan shall disclose Protected Health Information only to members of the Employer's workforce who are designated and authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.

(1) An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.

(2) In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy official. The privacy official shall take appropriate action, including:

(i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;

(ii) appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;

(iii) mitigation of any harm caused by the breach, to the extent practicable; and

(iv) documentation of the incident and all actions taken to resolve the issue and mitigate any damages.

(e) **Certification.** The Employer must provide certification to the Plan that it agrees to:

(1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;

(2) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;

(3) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;

(4) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;

- (5) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;
- (6) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;
- (7) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;
- (8) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;
- (9) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
- (10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

11.18 COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"):

- (a) **Implementation.** The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.
- (b) **Agents or subcontractors shall meet security standards.** The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.
- (c) **Employer shall ensure security standards.** The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Section 11.17.

11.19 MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Mental Health Parity and Addiction Equity Act.

11.20 GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Genetic Information Nondiscrimination Act.

11.21 WOMEN'S HEALTH AND CANCER RIGHTS ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Women's Health and Cancer Rights Act of 1998.

11.22 NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Newborns' and Mothers' Health Protection Act.

IN WITNESS WHEREOF, this Plan document is hereby executed this _____ day of _____.

City of Des Plaines

By _____
EMPLOYER

2020 AMENDMENT FOR CARES ACT AND OTHER CHANGES

ARTICLE 1 PREAMBLE; DEFINITIONS

- 1.1 **Adoption of Amendment.** The Employer adopts this Amendment to implement provisions of the Act and other regulations and Notices issued by the IRS or DOL which affect the Plan.
- 1.2 **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.
- 1.3 **Construction.** Except as otherwise provided in this Amendment, any "Section" reference in this Amendment refers only to this Amendment and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment and does not relate to the Plan article, section, or other numbering designations.
- 1.4 **Effect of restatement of Plan.** If the Employer restates the Plan then this Amendment shall remain in effect after such restatement unless the provisions in this Amendment are restated or otherwise become obsolete (e.g., if the Plan is restated onto a plan document which incorporates these provisions).
- 1.5 **Definitions.** Except as otherwise provided in this Amendment, terms defined in the Plan will have the same meaning in this Amendment. The following definition applies specifically to this Amendment:

The "Act" is the Coronavirus Aid, Relief, and Economic Security Act, also known as the CARES Act. This Amendment shall be interpreted and applied to comply with the Act.

ARTICLE 2 IDENTIFYING INFORMATION; EMPLOYER ELECTIONS

- 2.1 **Identifying information.**
- A. Name of Employer: City of Des Plaines
- B. Name of Plan: Cafeteria Plan
- 2.2 **Medical Expenses.** Will the Plan reimburse any or all of the following amounts, as described in Article 3, for Participants?
- (a) ☒ **Over the Counter Medications.**
- (b) ☒ **Menstrual products.**
- (c) ☒ **Telehealth (to the extent not otherwise provided).**
- 2.3 **Change in Status for health coverage.** Will the Plan adopt the new change in status events for Participants related to medical health coverage, as described in Section 4.2?
- (a) ☐ **Yes.**
- (b) ☒ **No.**
- (c) ☐ **Limitation:** The Employer elects to limit the change in status as follows: (*e.g. can only increase coverage, number of changes allowed (one time, before 7/31/2020, etc.)*):
-
- 2.4 **Change in Status for Health Flexible Spending Account.** Will the Plan adopt the new change in status events for Participants related to Health Flexible Spending Accounts, as described in Section 4.3?
- (a) ☐ **Yes.**
- (b) ☒ **No.**
- (c) ☐ **Limitation:** The Employer elects to limit the change in status to the following: (*e.g. only revoke for amounts over the amount already reimbursed, can only increase, number of changes allowed (one time, before 7/31/2020, etc.)*):

-
- 2.5 **Change in Status for Dependent Care Flexible Spending Account.** Will the Plan adopt the new change in status events for Participants related to Dependent Care Flexible Spending Accounts, as described in Section 4.3?
- (a) ☒ **Yes**
- (b) ☐ **No.**
- (c) ☐ **Limitation:** The Employer elects to limit the change in status to the following: *(e.g. only revoke for amounts over the amount already reimbursed, only increase, number of changes allowed (one time, before 7/31/2020, etc.))*:
-
- 2.6 **Carryover.** Will the Plan adopt the carryover provisions and/or the new adjustment for the carryover of amounts to be used in the health flexible spending account - \$550 for Plan Years beginning on or after January 1, 2020, and adjusted in future years, as described in Article 5.
- (a) ☐ **Yes.**
- (b) ☒ **No.**
- 2.7 **Grace Period and Extended Claims Period for Unused Amounts.** Will the Plan adopt the extension of time through December 31, 2020 to permit employees to apply unused amounts remaining in the Health Flexible Spending Account and/or Dependent Care Flexible Spending account as described in Article 6.3?
- (a) ☐ **Yes, and the extension will apply to:**
- (1) ☐ **Health Flexible Spending Account.**
- (2) ☐ **Dependent Care Flexible Spending Account.**
- (b) ☒ **No.**
- 2.8 **Effective Date.** This Amendment is effective as of January 1, 2020, or, if later, the following date: _____. Expenses must be incurred after _____. *(Enter a date not earlier than December 31, 2019.)*

ARTICLE 3 MEDICAL EXPENSES REIMBURSED

- 3.1 **Application.** The Plan's definition of "Medical Expenses" under the Plan is amended by the addition of the following provisions as selected at Section 2.2.
- 3.2 **Over the Counter Medications.** This Section 3.2 applies if the Employer has made Election 2.2(a). Notwithstanding anything in the Plan to the contrary, a Participant may be reimbursed for the cost of any medicine or drug for medical care, within the meaning of the term "medical care" as defined in Code Section 213(d) and the rulings and Treasury regulations thereunder, determined without regard to whether medicines or drugs have been prescribed. Insulin remains a covered expense. The intention of this provision is to permit coverage for over the counter medications.
- 3.3 **Menstrual Products.** If the Employer has made Election 2.2(b), a Participant may be reimbursed for the purchase of menstrual care products as defined in Code Section 223(d)(2)(D) and as authorized in Code Section 106(f).
- 3.4 **Telehealth.** If the Employer has made Election 2.2(c), a Participant may be reimbursed for expenses related to telehealth and other remote care as defined in the CARES Act and further guidance. Such coverage will not disqualify an HSA-eligible High Deductible Health Plan if made for services provided on or after January 1, 2020, with respect to Plan Years beginning on or before December 31, 2021 or, and with respect to such additional Plan Years as may become permissible under applicable law and/or IRS guidance.

ARTICLE 4

CHANGE IN STATUS EVENTS

- 4.1 **Application.** For calendar year 2020 only, the Plan's provisions concerning "Change in Status" under the Plan are amended by the addition of the following provisions. Such provisions can apply to medical health coverage, the Health Flexible Spending Account and Dependent Care Flexible Spending Account, as elected at 2.3 to 2.5 above for mid-year elections made during calendar year 2020. All changes in health insurance coverage must be allowed by the Plan's insurance carrier and can be limited by that carrier.
- 4.2 **Change in Status – health insurance.** This Section 4.2 applies if the Employer has made Election 2.3 and is subject to any limitations in Election 2.3(c).
- A. **Revocation.** Participant may elect to revoke existing coverage under the Plan and select new coverage not sponsored by the Employer prospectively. Such Participant must complete an attestation that the new coverage will be effective immediately or has been obtained. The Employer may rely on such attestation unless there is actual knowledge to the contrary.
- B. **Prospective Coverage.** A Participant who has previously rejected coverage under the Plan may now elect to be covered prospectively under the Employer's health insurance coverage and pay for such coverage through the Plan. A Participant who has previously elected one type of coverage under the Plan shall be able to elect another type of coverage prospectively under the Plan (e.g. change from individual to family coverage).
- 4.3 **Change in Status – Health or Dependent Care Flexible Spending Account.** Election 2.4 applies this Section to the Plan's Health Flexible Spending Account. Election 2.5 applies this Section to the Plan's Dependent Care Flexible Spending Account. A Participant who has previously rejected coverage under the flexible spending account may now elect to contribute prospectively to such account. A Participant who has previously elected an amount to be reimbursed under the flexible spending account may now adjust or revoke that amount, subject to the statutory and plan limitations on the maximum allowable contribution and the limitations elected above in Election 2.4 (c) and/or 2.5(c).

ARTICLE 5 HEALTH FLEXIBLE SPENDING ACCOUNT CARRYOVER

- 5.1 **Application.** This Section 5.1 will apply if the Employer has made Election 2.6. A Participant in the Health Flexible Spending Account may carry over up to \$550 for a Plan Year beginning on or after January 1, 2020 of unused amounts in the Health Flexible Spending Account remaining at the end of one Plan Year to the immediately following Plan Year, subject to any further provisions or restrictions of the Plan. Such limit shall be adjusted in future years, as indexed to 20% of the statutory limit under Code Section 125(i) for health flexible spending accounts.

ARTICLE 6 CLAIMS SUBMISSION AND OTHER DEADLINES

- 6.1 **Application.** The Plan's deadlines contained within its claims procedures, and various other statutory deadlines are temporarily extended by the "outbreak period" as set forth in IRS Notice 2020-23, EBSA Disaster Relief Notice 2020-01, the joint notice of the IRS and DOL published May 4, 2020, entitled "Extension of Certain Timeframes for Employee Benefit Plans, Participants, and Beneficiaries Affected by the COVID-19 Outbreak," and subsequent guidance. Such deadlines shall include but are not limited to HIPAA special enrollment, COBRA elections and claims procedure deadlines, including initial filing and appeal of adverse benefit determination.
- 6.2 **"Outbreak Period."** The "outbreak period" begins March 1, 2020 and extends until 60 days after the end of the National Emergency or such other date as announced by the IRS and DOL, or otherwise declared by the Federal government as a result of the national emergency due to the COVID 19 pandemic.
- 6.3 **Grace Period and Extension of Unused Amounts.** This Section 6.3 will apply if the Employer has made

Election 2.7. If the Plan uses a grace period for the Health Flexible Spending Account and/or Dependent Care Flexible Spending Account, the grace period for a calendar year Plan now extends to December 31, 2020. For a grace period or plan year that ends within 2020, the Plan may permit expenses to be paid or reimbursed through December 31, 2020. Unless such Health Flexible Spending Account is a limited purpose flexible spending account, a Participant will not be permitted to contribute to a Health Savings Account (HSA) during the extended period.

* * * * *

This Amendment has been executed this _____ day of _____, 20_____.

Name of Plan: _____

Name of Employer: _____

By: _____
EMPLOYER

SUMMARY OF MATERIAL MODIFICATIONS for the

City of Des Plaines
Cafeteria Plan

I INTRODUCTION

This is a Summary of Material Modifications regarding the Cafeteria Plan ("Plan"). This is merely a summary of the most important changes to the Plan and information contained in the Summary Plan Description ("SPD") previously provided to you. It supplements and amends that SPD so you should retain a copy of this document with your copy of the SPD. If you have any questions, contact the Administrator. If there is any discrepancy between the terms of the Plan, as modified, and this Summary of Material Modifications, the provisions of the Plan will control.

II SUMMARY OF CHANGES

This amendment is effective January 1, 2020.

You may now request reimbursement for the purchase of "over the counter" drugs without a prescription.

You may now request reimbursement of the purchase of menstrual care products, including tampons, pads, and other products.

You may now request reimbursement of telehealth services.

For calendar year 2020, you may have a change in status for Dependent Care Flexible Spending Account:

- You may elect to contribute to your Dependent Care Flexible Spending Account if you declined to do so during the enrollment period.
- You may elect to increase your Dependent Care Flexible Spending Account, up to the maximum that we allow (*fill in amount*)
- You may elect to decrease the amount you contribute to your Dependent Care Flexible Spending Account on a prospective basis (*however, it may not be less than the amount you have already contributed to the plan or have already been reimbursed, if greater*).

The deadlines for submitting claims, exercising HIPAA special enrollment rights, and electing COBRA coverage will be extended due to the pandemic. If you are submitting claims incurred after March 1, or electing special enrollment rights or electing COBRA coverage, you will have an extended period in which to submit claims or make these elections. Your Administrator will provide you with details.



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: June 24, 2021

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

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

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

Subject: Bid Award – Des Plaines City Hall AHU Replacement

Issue: The 2021 City budget includes funding in the Facilities Maintenance Fund account for the City Hall Air Handling Units (AHU) Replacement project.

Analysis: Henneman Engineering, the City's mechanical engineer for this project, completed the bidding documents which includes removal and replacement of the existing original air handling units on floors 1 through 6 of the City Hall building with new variable air volume chilled water AHUs, replacement of the existing electric reheat coils with variable air volume units with electric reheats, and installation of new Direct Digital Controls. Seven bids for this project were submitted on June 10, 2021. A Bid tabulation is listed below:

Company	Total Contract Price
Oak Brook Mechanical Services, Inc.	\$1,279,950
MG Mechanical Contracting, Inc.	\$1,283,000
Amber Mechanical Contractors, Inc.	\$1,335,500
Mechanical Inc., DBA Helm Mechanical	\$1,387,000
F.E. Moran, Inc.	\$1,387,000
AMS Mechanical Systems, Inc.	\$1,400,140
Voris Mechanical, Inc.	\$1,424,926

Of the seven bids received, Oak Brook Mechanical Services, Inc. provided the lowest bid in the amount of \$1,279,950. Oak Brook Mechanical has satisfactorily completed various HVAC installations and repairs on City facilities including City Hall, the Des Plaines Theatre, and the 1486 Miner Street storefront. Henneman Engineering also reviewed the five lowest bids and provided the attached recommendation letter regarding Oakbrook Mechanical Services, Inc.

The bid includes a completion date of May 15, 2022. Due to the fact that this project will be completed in multiple fiscal years the funding for this project will be separated in both 2021 and 2022 budget years.

Recommendation: We recommend award of the Des Plaines City Hall AHU Replacement contract to Oak Brook Mechanical Services, Inc., 961 S. Route 83, Elmhurst, IL 60126 in the amount of \$1,279,950. Source of funding for this contract is the Facilities Replacement Fund - R&M City Hall account (100-50-535-0000.6315.001).

Attachments:

Attachment 1 - Henneman Engineering Recommendation Letter

Resolution R-115-21

Exhibit A – Oak Brook Mechanical Services, Inc. Contract



Champaign:
2803 Research Road
Champaign, IL 61822-0179
T 217.359.1514
F 217.359.9354

Toll Free 888.615.0216
Email info@henneman.com
www.henneman.com

Friday, June 18, 2021

The City of Des Plaines
Public Works and Engineering Department
1111 Joseph Schwab Rd.
Des Plaines, IL, 60016

Attn: Tom Bueser
Superintendent of General Services

Re: Des Plaines City Hall AHU Replacement
Henneman Project 9494b

Dear Tom:

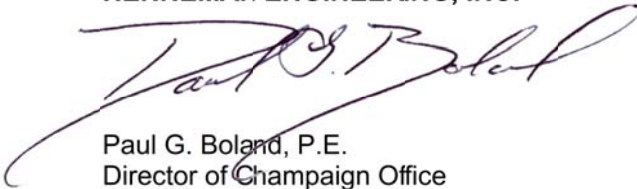
Thank you for sending a copy of the bid submitted by Oak Brook Mechanical Services, Inc. on June 10, 2021 for the construction of the Des Plaines City Hall AHU Replacement.

The bid submitted was for a base bid amount of one million, two hundred seventy-nine thousand, nine hundred fifty dollars (\$1,279,950.00), along with Alternate Bid 1 for a deduction of \$23,100 and Alternate Bid 2 for no change to the base bid amount. The bid form acknowledged and attached Addendum 1 and Addendum 2 as required, and the paperwork appears to be complete and in order.

We recommend this bid be accepted as the base bid amount is the lowest of those submitted, and the paperwork is complete. Alternate Bid 1 may be accepted at the City's option, which provides a savings of \$23,100 to allow the contractor to occupy the Finance Department during regular working hours. However, as you indicated, the City will not be accepting any alternates, and we can recommend the project be accepted for the Base Bid only as submitted by Oak Brook Mechanical Services.

Best Regards,

HENNEMAN ENGINEERING, INC.



Paul G. Boland, P.E.
Director of Champaign Office

CC: HEI File Copy

CITY OF DES PLAINES

RESOLUTION R - 115 - 21

**A RESOLUTION APPROVING AN AGREEMENT WITH
OAK BROOK MECHANICAL SERVICES, INC. FOR THE
CITY HALL AHU REPLACEMENT.**

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

WHEREAS, the City has appropriated funds for use by the Department of Public Works and Engineering for the removal and replacement of the existing original air handling units on floors 1-6 of the City Hall building with new variable air volume chilled water AHUs, replacement of the existing electric reheat coils with variable air volume units with electric reheats, and installation of a new DDC controls ("**Work**"); and

WHEREAS, pursuant to Chapter Ten of Title One of the City of Des Plaines City Code and the City purchasing policy, the City issued an invitation to bid for the Work; and

WHEREAS, the City received seven bids, which were opened on June 10, 2021; and

WHEREAS, Oak Brook Mechanical Services, Inc. ("**Contractor**") submitted the lowest proposal for the performance of the Work in the not-to-exceed amount of \$1,279,950; and

WHEREAS, the City desires to enter into an agreement with Contractor for the performance of Work in the not-to-exceed amount of \$1,279,950 ("**Agreement**"); and

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

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

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

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

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

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

PASSED this _____ day of _____, 2021.

APPROVED this _____ day of _____, 2021.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Agreement with Oak Brook Mechanical Services City Hall AHU Replacement

CITY OF DES PLAINES

CONTRACT FOR THE CONSTRUCTION OF

DES PLAINES CITY HALL AHU REPLACEMENT

**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION OF
DES PLAINES CITY HALL AHU REPLACEMENT**

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I The Work	1
1.1 Performance of the Work	1
1.2 Commencement and Completion Dates	2
1.3 Required Submittals	2
1.4 Review and Interpretation of Contract Provisions	3
1.5 Conditions at the Work Site; Record Drawings	3
1.6 Technical Ability to Perform.....	4
1.7 Financial Ability to Perform.....	4
1.8 Time.....	4
1.9 Safety at the Work Site.....	5
1.10 Cleanliness of the Work Site and Environs.....	5
1.11 Damage to the Work, the Work Site, and Other Property	5
1.12 Subcontractors and Suppliers	6
1.13 Simultaneous Work By Others	6
1.14 Occupancy Prior to Final Payment.....	6
1.15 Owner's Right to Terminate or Suspend Work for Convenience	6
 ARTICLE II Changes And Delays.....	 7
2.1 Changes	7
2.2 Delays	7
 ARTICLE III Contractor's Responsibility For Defective Work.....	 8
3.1 Inspection; Testing; Correction of Defects.....	8
3.2 Warranty of Work.....	8
3.3 Owner's Right to Correct	9
 ARTICLE IV Financial Assurances.....	 9
4.1 Bonds.....	9
4.2 Insurance.....	9
4.3 Indemnification.....	10
 ARTICLE V Payment.....	 10
5.1 Contract Price	10
5.2 Taxes and Benefits	10
5.3 Progress Payments.....	10

5.4	Final Acceptance and Final Payment	11
5.5	Liens	11
5.6	Deductions	12
ARTICLE VI	Disputes And Remedies.....	13
6.1	Dispute Resolution Procedure	13
6.2	Contractor's Remedies	13
6.3	Owner's Remedies.....	13
6.4	Owner's Special Remedy for Delay	15
6.5	Terminations and Suspensions Deemed for Convenience	15
ARTICLE VII	Legal Relationships And Requirements	15
7.1	Binding Effect	15
7.2	Relationship of the Parties.....	15
7.3	No Collusion/Prohibited Interests	15
7.4	Assignment	16
7.5	Confidential Information	16
7.6	No Waiver	16
7.7	No Third Party Beneficiaries.....	17
7.8	Notices	17
7.9	Governing Laws	17
7.10	Changes in Laws.....	18
7.11	Compliance with Laws	18
7.12	Compliance with Patents	19
7.13	Time.....	19
7.14	Severability	19
7.15	Entire Agreement.....	20
7.16	Amendments	20

Contractor's Certification

Attachment A:	Supplemental Schedule of Contract Terms
Attachment B:	Project Manual
Attachment C:	List of Drawings
Attachment D:	Special Project Requirements: Performance Bond/ Labor & Materials Bond

CITY OF DES PLAINES **CONTRACT FOR THE CONSTRUCTION OF** **DES PLAINES CITY HALL AHU REPLACEMENT**

In consideration of the mutual promises set forth below, the City of Des Plaines, 1420 Miner Street / Northwest Highway, Des Plaines, Illinois 60016, an Illinois municipal corporation (“Owner”), and ***Oak Brook Mechanical, Inc.***, a ***Mechanical*** (“Contractor”), make this Contract as of J u l y 7 , 2021, (the “Effective Date”) and hereby agree as follows:

ARTICLE I: THE WORK

1.1 Performance of the Work

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

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

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

1.2 Commencement and Completion Dates

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

1.3 Required Submittals

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

B. Number and Format. Contractor must provide **one** complete sets for each Required Submittal. All Required Submittals, except drawings, must be submitted electronically in PDF format. All drawings must be clearly marked with the names of Owner and Contractor.

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

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

1.4 Review and Interpretation of Contract Provisions

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

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

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

1.5 Conditions at the Work Site; Record Drawings

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

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

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

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

1.6 Technical Ability to Perform

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

1.7 Financial Ability to Perform

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

1.8 Time

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

1.9 Safety at the Work Site

Contractor is solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during

performance of the Work. This requirement applies continuously and is not limited to normal working hours. Contractor must take all safety precautions as necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

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

1.10 Cleanliness of the Work Site and Environs

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

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

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

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor must perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor must be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract does

not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract is subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to “*Contractor*” is deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract must include a provision binding the subcontractor or supplier to all provisions of this Contract.

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

1.13 Simultaneous Work By Others

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

1.14 Occupancy Prior to Final Payment

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

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

A. Termination or Suspension for Convenience. Owner has the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice must state the extent and effective date of such termination or suspension. On such effective date, Contractor must, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

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

ARTICLE II: CHANGES AND DELAYS

2.1 Changes

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

2.2 Delays

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

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

ARTICLE III: CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

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

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

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

3.2 Warranty of Work

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

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

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

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

3.3 Owner's Right to Correct

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

ARTICLE IV: FINANCIAL ASSURANCES

4.1 Bonds

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

4.2 Insurance

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

4.3 **Indemnification**

Contractor hereby agrees to and will indemnify, save harmless, and defend Owner and all of its elected officials, officers, employees, attorneys, agents, and representatives against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused solely by the negligence of Owner.

ARTICLE V: PAYMENT

5.1 **Contract Price**

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

5.2 **Taxes and Benefits**

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

5.3 **Progress Payments**

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

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

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Final Acceptance and Final Payment

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

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

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

5.5 Liens

A. Title. Nothing in this Contract may be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items will, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such

title will not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

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

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

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

5.6 Deductions

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

B. Use of Withheld Funds. Owner is entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor has either performed the

obligations in question or furnished security for such performance satisfactory to Owner. Owner is entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI: DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

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

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

6.2 Contractor's Remedies

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

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's

rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due (“*Event of Default*”), and has failed to cure any such Event of Default within five business days after Contractor’s receipt of written notice of such Event of Default, then Owner will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

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

the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

8. Owner may recover any damages suffered by Owner.

6.4 Owner's Additional Remedy for Delay

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

6.5 Terminations and Suspensions Deemed for Convenience

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

ARTICLE VII: LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

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

7.2 Relationship of the Parties

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

7.3 No Collusion/Prohibited Interests

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

If at any time it is found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor will be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract will, at Owner's option, be null and void.

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

7.4 Assignment

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

7.5 Confidential Information

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

7.6 No Waiver

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

Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

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

7.8 Notices

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

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

	<u>with a copy to:</u>
City of Des Plaines	Elrod Friedman, LLP
1111 Joseph Schwab Rd.	325 N. Lasalle Suite 450
Des Plaines, Illinois 60016	Chicago, Illinois 60654
Attention: Tom Bueser	Attention: Peter Friedman

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

Oak Brook Mechanical Services, Inc
961 S. Route 83
Elmhurst, IL 60126

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

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

7.9 Governing Laws

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

7.10 Changes in Laws

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

7.11 Compliance with Laws

A. Compliance Required. Contractor, and each subcontractor, must give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (see Subsection C of this Section) (if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate applies to this Contract); any other applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/0.01 et seq.; the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 et seq., and the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq.

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

C. Prevailing Wage Act Certified Payroll. Contractor and each subcontractor, in order to comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act"), must submit a certified payroll to the Illinois Department of Labor in accordance with Section 5 of the Act.

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

7.12 Compliance with Patents

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

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

7.13 Time

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

7.14 Severability

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

7.15 Entire Agreement

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

7.16 Amendments

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

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

CITY OF DES PLAINES

By: _____

Name: Michael G. Bartholomew

Title: City Manager

Attest:

By: _____

Name: Jessica M. Mastalski

Title: City Clerk

Oak Brook Mechanical Services, Inc.

By:  _____

Name: Mark Sullivan

Title: President

Attest:

By:  _____

Name: Joseph Sullivan

Title: Vice President

STATE OF ILLINOIS)
)
COUNTY OF DuPage) SS

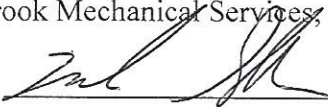
CONTRACTOR'S CERTIFICATION


[contractor's executing officer], being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

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

DATED: June 16, 2021.

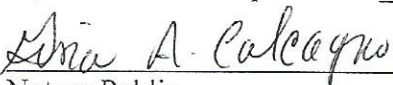
Oak Brook Mechanical Services, Inc.

By: 
Name: Mark Sullivan
Title: President

Attest:
By: 
Name: Joseph Sullivan
Title: Vice President

Subscribed and Sworn to before me on June 16, 2021.

My Commission expires: 6-16-2022


Notary Public

(SEAL)



**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION OF
2019 SEWER LINING**

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project:

Remove and replace Air Handling Units on each floor of the Des Plaines City Hall building with new variable air volume chilled water AHUs, electric reheat coils with variable air volume units with electric reheats, and install new DDC system.

2. Work Site:

Work will be performed throughout the City of Des Plaines.

3. Permits, Licenses, Approvals, and Authorizations:

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



No Exceptions

4. Commencement Date:



the date of execution of the Contract by Owner.



_____ days after execution of the Contract by Owner.



OR no later than May 1, 2020

5. Completion Date:



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



March 25, 2022, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

Completion includes the approved and acceptable construction of all pay items: including concrete correction (punch) list items, all hot-mix asphalt items including surface courses and all landscape restoration work, including topsoil and sod placement.

Days and Hours of Work. Workdays for this Contract are Monday through Friday between the hours of 7AM to 6PM. No work shall be done or equipment operated outside of these permitted hours. No work shall be done on any Saturdays, Sundays or the following specified days unless otherwise approved by the Project Manager.

Monday May 31, 2021 Memorial Day Holiday
 Monday July 5, 2021 Independence Day Holiday
 Monday September 6, 2021 Labor Day Holiday
 Monday October 11, 2021 Columbus Day Holiday
 Thursday November 11, 2021 Veterans Day Holiday
 Thursday November 25, 2021 Thanksgiving Day Holiday
 Friday November 26, 2021 City Holiday
 Friday December 24, 2021 Christmas Holiday

In the event, the Contractor works on Saturday, Sunday, or holiday, during which time the Engineer and/or Inspector(s) are required to be present, the City of Des Plaines shall pay the cost for such overtime engineering services and shall deduct such cost from payments due the Contractor. Overtime engineering services shall be charged at the Engineer's standard hourly rate for all time over eight hours on any single weekday and for all hours on Saturday, Sunday, and holidays and/or Inspector(s) standard hourly rate applied on a one and one-half (x 1 ½) basis for all time over eight hours on any single weekday and for all hours on Saturday and a double time (x 2) basis for all Sunday and holiday hours of the Inspector's standard hourly rate. If the amount due the Contractor is not sufficient to cover the cost of overtime engineering service, the Contractor shall reimburse the City of Des Plaines in the amount necessary to cover such costs. The Project Manager shall approve necessary personnel and time for engineering services.

6. Insurance Coverage:

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

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

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

- B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$2,000,000 for vehicles owned, non-owned, or rented.

All employees must be included as insureds.

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

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

Coverage must include:

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

“X”, “C”, and “U” exclusions must be deleted.

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

All employees must be included as insured.



- D. Builders Risk Insurance. This insurance must be written in completed value form, must protect Contractor and Owner against “all risks” of direct physical loss to buildings, structures, equipment, and materials to be used in providing, performing, and completing the Work, including without limitation fire extended coverage, vandalism and malicious mischief, sprinkler leakage, flood, earth movement and collapse, and must be designed for the circumstances that may affect the Work.

This insurance must be written with limits not less than the insurable value of the Work at completion. The insurable value must include the aggregate value of Owner-furnished equipment and materials to be constructed or installed by Contractor.

This insurance must include coverage while equipment or materials are in warehouses, during installation, during testing, and after the Work is completed, but prior to Final Payment. This insurance must include coverage while Owner is occupying all or any part of the Work prior to Final Payment without the need for the insurance company's consent.

- ☐ E. Owner's and Contractor's Protective Liability Insurance. Contractor, at its sole cost and expense, must purchase this Insurance in the name of Owner with a combined single limit for bodily injury and property damage of not less than \$1,000,000.
- ☐ F. Umbrella Policy. The required coverage may be in the form of an umbrella policy above \$2,000,000 primary coverage. All umbrella policies must provide excess coverage over underlying insurance on a following-form basis so that, when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover that loss.
- ☐ G. Deductible. Each policy must have a deductible or self-insured retention of not more than \$_____.
- ☒ H. Owner as Additional Insured. Owner must be named as an Additional Insured on the following policies:

Comprehensive General Liability

The Additional Insured endorsement must identify Owner as follows:

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

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

<u>Additional Insured</u>	<u>Policy or Policies</u>
Henneman Engineering, Inc.	All

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

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

\$ 1,279,950.00

C. COMBINED LUMP SUM/UNIT PRICE CONTRACT

- (1) For providing, performing, and completing all Work related to [*describe lump sum work*], the total sum of (*write in numbers only*):

\$ _____

- (2) For providing, performing, and completing all Work related to [*describe unit price work*], the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

COMPLETE TABLE AS INDICATED

<u>Unit Price Item</u>	<u>Unit</u>	<u>Approximate Number of Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
1			\$ _____	\$ _____
2			\$ _____	\$ _____
3			\$ _____	\$ _____

TOTAL CONTRACT PRICE, being the sum of (1) plus the extension of (2) (*write in numbers only*):

\$ _____

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

8. Progress Payments:

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

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

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

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

- (2) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work will be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in

the Schedule of Prices. The actual number of acceptable units installed and complete in place will be measured on the basis described in Attachment B to the Contract or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner's estimate only and may not be used in establishing the Progress or Final Payments due Contractor. The Contract Price will be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.

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

9. **Per Diem Administrative Charge:**



\$1250 per day



No Charge

10. **Standard Specifications:**

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

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

See Attachments for any special project requirements.

**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION
DES PLAINES CITY HALL AHU REPLACEMENT**

ATTACHMENT B

Project Manual

ADDENDUM NO. 1

CITY OF DES PLAINES REQUEST FOR CONTRACT PROPOSALS AND CONTRACT DES PLAINES CITY HALL AHU REPLACEMENT

June 3, 2021

TO ALL PROPOSERS:

Attention of all Proposers is called to the following revision to the Request for Contract Proposals and Contract for the Des Plaines City Hall AHU Replacement by the City of Des Plaines, Illinois ("**Request**").

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

I. Project Manual

a. Section 23 73 13 – Modular Indoor Central-Station Air Handling Units

- i. Paragraph 2.01 Manufacturers: Add "Aaon" to the list of manufacturers.

II. Drawings

a. Sheet M200 – Mechanical Details

- i. Detail 1, Chilled Water Cooling Coil Piping Detail: Chilled Water supply and return piping to new air handling units shall be 2" for all of AC-1-1, AC-1-2, AC-2, AC-3, AC-4, AC-5, and AC-6.

b. Sheet M300 – Mechanical Schedules

- i. Variable Volume Terminal Unit Schedule – Revise as follows:

- 1. Electric Heating Coil: Revise Stages to "SCR" from "2".
- 2. Electric Heating Coil FLA: Indicate FLA to match values on sheet E000.

c. Sheet M400 – Mechanical Controls

- i. Detail 2, VAV Box Controls Diagram: Revise control point for Baseboard Heat (existing) to "DO" from "AO".

III. Questions from Contractors

- a. Should we assume the reference to 2-stage control requires control of the reheat coil in stage 1 and control of the baseboard heat as stage 2?
 - i. Yes, the intent of the VAV box control sequence is to use the reheat coil as primary heat, and to use the baseboard heat if the VAV box is at 100% and the space temperature continues to drop.
- b. Will fire alarm be disconnected by the Owner, or will the contractor need to disconnect fire alarm for AHU replacement?
 - i. All utilities needing to be disconnected to allow installation of the new AHU, including sprinklers, lights, and fire alarm, will be disconnected by the contractor and returned to service following the completion of AHU installation.
- c. Will protection be required in Finance during AC-1-2 replacement?
 - i. Under base bid, Contractor shall provide temporary protection in Finance for duration of AHU replacement, and shall disassemble to return Finance to regular operation by 6 AM each weekday. This is not required under Alternate Bid 1.
- d. What are the requirements for Liquidated Damages?
 - i. See Attachment A below for revisions to Completion Date requirements for this project.

IV. Attachment A

Completion Date

- ~~March 15, 2022, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract~~

PROJECT COMPLETION:

If awarded this Contract, we will complete all work as described in the Base Bid Programs per the schedule below:

2

ADDENDUM NO 1

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

Base Bid Work:

Estimated Start Date: ~~11-8-2021~~ TBD

Estimated Completion Date: ~~5-15-2022~~ (5-15-22)

Estimated Total Number of Work Days Required 150

V. Alternate Unit Pricing

**For additional work found to become necessary during the course of the work,
as identified in the Specifications**

<u>Item</u>	<u>Unit</u>	<u>Cost</u>
<u>Electrical</u>	<u>per man hour</u>	\$145.00
<u>Plumbing</u>	<u>per man hour</u>	\$150.00
<u>Fire Systems</u>	<u>per man hour</u>	\$150.00
<u>Laborer</u>	<u>per man hour</u>	\$150.00

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

DES PLAINES CITY HALL AHU REPLACEMENT

Bid Opening 10:00 am June 10. 2021

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

COMPANY NAME Oak Brook Mechanical Services, Inc.

SIGNATURE

6-10-2021

DATE

3

ADDENDUM NO 1

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

ADDENDUM NO. 2

CITY OF DES PLAINES REQUEST FOR CONTRACT PROPOSALS AND CONTRACT DES PLAINES CITY HALL AHU REPLACEMENT

June 7, 2021

TO ALL PROPOSERS:

Attention of all Proposers is called to the following revision to the Request for Contract Proposals and Contract for the Des Plaines City Hall AHU Replacement by the City of Des Plaines, Illinois ("**Request**").

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

I. Project Manual

a. Bid Package – Bidder's Proposal

- i. The City of Des Plaines desires to know the cost of improvements for each floor of City Hall for the purposes of allocating construction costs to appropriate city departments. **Revise Bidder's Proposal form per attached Bidder's Proposal.** Contractor is informed that the allotted amounts indicated in the added section of the Bidder's Proposal form are for the City of Des Plaines' information only, and the low bidder will be determined solely by the lump sum contract indicated in the schedule of prices above.

b. Section 23 73 12 – Air Handling Unit Coils

- i. **ADD this section in its entirety, per attached Section 23 73 12.**

II. Drawings

a. Sheet M200 – Mechanical Details

- i. Detail 1 Chilled Water Cooling Coil Piping Detail: **Revise this detail per attached sheet M200.** Isolation valves, control valve, and strainer are shown diagrammatically in this detail; refer to

floor plans for locations of valves and strainer. Contractor locate primary isolation valves, control valve, and strainer on floors 2 through 6 to the south of chilled water riser and west of unit, above office or restroom ceiling as indicated for maintenance access.

- ii. Add **Detail 5 – Air Handling Unit Support Elevation** in its entirety, per attached sheet M200.
- iii. Add **Detail 6 – Typical Air Handling Unit Plan and Elevation View** in its entirety, per attached sheet M200.

b. Sheet M300 – Mechanical Schedules

i. Air Handling Unit Schedule – Revise as follows:

- 1. Note 6: Delete this note in its entirety.
- 2. Note 7: Revise to state "Wall construction shall be 2" thick with solid aluminum, **G90 galvanized steel, or stainless steel** inner liner."
- 3. Cooling Data, Rows: Revise to "8" rows.
- 4. Cooling Data, Quantity/Arrangement: Revise to single cooling coil.

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

DES PLAINES CITY HALL AHU REPLACEMENT

Bid Opening 10:00 am June 10, 2021

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

COMPANY NAME Oak Brook Mechanical Services, Inc.

SIGNATURE 

DATE 6-10-2021

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DES PLAINES, ILLINOIS HELD IN THE ELEANOR ROHRBACH MEMORIAL COUNCIL CHAMBERS, DES PLAINES CIVIC CENTER, MONDAY, JUNE 21, 2021

CALL TO ORDER

The regular meeting of the City Council of the City of Des Plaines, Illinois, was called to order by Mayor Goczkowski at 6:34 p.m. in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Monday, June 21, 2021.

ROLL CALL

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

CLOSED SESSION:

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

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 1 - Lysakowski

Motion declared unanimously carried.

The City Council recessed at 6:37 p.m.

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

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

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

PRAYER AND PLEDGE

The prayer was offered by City Clerk Mastalski followed by the Pledge of Allegiance to the Flag of the United States of America offered by City Clerk Mastalski.

MINUTES OF THE PUBLIC HEARING HELD IN THE ELEANOR ROHRBACH MEMORIAL COUNCIL CHAMBERS DES PLAINES CIVIC CENTER, MONDAY, JUNE 21, 2021

**PUBLIC HEARING/
CDBG PY 2021
ANNUAL ACTION PLAN:**

Mayor Goczkowski called the Community Development Block Grant (CDBG) Program Year (PY) 2021 Annual Action Plan Public Hearing to order at 7:01 p.m.

Director of Community and Economic Development McMahon reviewed a memorandum dated June 2, 2021.

The CDBG grant allocation for the 2021 Program Year (October 1, 2020 - September 30, 2021) is \$318,128. The amount is determined by a formula calculated by the U.S. Department of Housing and Urban Development (HUD). Every year the City of Des Plaines is required to hold a Public Hearing to publish and solicit comments for its Community Development Block Grant (CDBG) Annual Action Plan.

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

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

These ratios are consistent with past program years and are in accordance with HUD's allocation requirements.

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

Following the June 21, public hearing, the Annual Action Plan will be placed on the August 2, 2021 agenda for adoption.

Without any comments, Mayor Goczkowski adjourned the Public Hearing at 7:03 p.m.

PUBLIC COMMENT

A few current Des Plaines crossing guards expressed their concern with the consideration of outsourcing the positions.

An incoming senior at Maine West expressed his praise for the City of Des Plaines.

ALDERMEN ANNOUNCEMENTS

Alderman Brookman, on behalf of the City of Des Plaines, wished Robert Koujourian a very happy 100th birthday. Mayor Goczkowski issued a proclamation honoring Robert Koujourian, which was read by Alderman Brookman.

MAYORAL ANNOUNCEMENTS

Mayor Goczkowski announced his selection for eighth ward alderman – Shamooun Ebrahimi. Mayor Goczkowski requested the nomination be added to the City Council Agenda for the next meeting.

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

In accordance with Illinois statutes, the Mayor's Declaration lasted only for a period of seven days, unless it was extended by action of the City Council. At each subsequent City Council meeting, the City Council, by motion, extended the Declaration until the

next adjournment of the next special or City Council meeting. This extension of the Declaration includes the Supplemental Order dated July 29, 2020.

Mayor Goczkowski presented an extension to the Declaration of Civil Emergency.

Moved by Moylan, seconded by Zadrozny, to extend the March 16, 2020 Declaration of Civil Emergency until the adjournment of the next regular, special, or emergency meeting of the City Council.

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 1 - Lysakowski

Motion declared carried.

CITY MANGER REPORT

City Manager Bartholomew introduced the new Economic Development Manager John Carlisle.

City Manager Bartholomew introduced the Slow Down Des Plaines campaign.

CONSENT AGENDA

Alderman Brookman requested Item 2, Resolution R-109-21, be removed for discussion.

Moved by Brookman, seconded by Chester, to establish the Consent Agenda.

Upon voice vote, the vote was:

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

NAYS: 0 - None

ABSENT: 1 - Lysakowski

Motion declared carried.

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

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 1 - Lysakowski

Motion declared carried.

Minutes were approved; Ordinance M-8-21, Z-35-21; Resolutions R-107-21, R-112-21, R-113-21 were adopted.

APPROVE AGREEMENT/ STATIONS/ PACE: Consent Agenda

Moved by Brookman, seconded by Chester to Approve Resolution R-107-21, A RESOLUTION APPROVING AN AGREEMENT WITH PACE FOR THE INSTALLATION AND MAINTENANCE OF PULSE STATIONS WITHIN THE CITY. Motion declared carried as approved unanimously under Consent Agenda.

Resolution R-107-21

APPROVE
PURCHASE/
GENESIS RESCUE
SYS EXTCN
TOOLS/
EQUIPMENT
MANAGEMENT
COMPANY
Consent Agenda

Resolution
R-109-21

Alderman Brookman requested this item be removed for discussion. Alderman Brookman wanted to compliment the research process and procedure for the purchase.

Moved by Brookman, seconded by Chester to Approve Resolution R-109-21, A RESOLUTION APPROVING THE PURCHASE OF GENESIS RESCUE SYSTEMS EXTRICATION TOOLS FROM EQUIPMENT MANAGEMENT COMPANY.

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 1 - Lysakowski

Motion declared carried.

APPROVE FUNDS/
ADVOCACY
SERVICES/ LIZ
BROWN-REEVES
CONSULTING:
Consent Agenda

Resolution
R-112-21

Moved by Brookman, seconded by Chester to Approve Resolution R-112-21, A RESOLUTION APPROVING AND AUTHORIZING THE EXPENDITURE OF FUNDS PURSUANT TO A PROPOSAL FROM LIZ BROWN-REEVES CONSULTING FOR INTERGOVERNMENTAL AND LEGISLATIVE ADVOCACY SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

APPROVE
PURCHASE/
PROPERTY/
1319 E OAKTON
AVE:
Consent Agenda

Resolution
R-113-21

Moved by Brookman, seconded by Chester to Approve Resolution R-113-21, A RESOLUTION AUTHORIZING THE PURCHASE OF THE PROPERTY LOCATED AT 1319 E OAKTON AVENUE, DES PLAINES, ILLINOIS. Motion declared carried as approved unanimously under Consent Agenda.

SECOND
READING/
ORDINANCE
M-8-21:
Consent Agenda

Moved by Brookman, seconded by Chester to Approve Ordinance M-8-21, AN ORDINANCE AMENDING SECTION 4-4-4 OF THE CITY OF DES PLAINES CITY CODE REGARDING THE CLASS N CASINO LIQUOR LICENSE AND CLASS O CASINO SPECIAL OCCASION LICENSE. Motion declared carried as approved unanimously under Consent Agenda.

SECOND
READING/
ORDINANCE
Z-35-21:
Consent Agenda

Moved by Brookman, seconded by Chester to Approve Ordinance Z-35-21, AN ORDINANCE GRANTING AN AMENDMENT TO AN EXISTING CONDITIONAL USE PERMIT FOR THE EXPANSION OF AN EXISTING COMMERCIAL MOBILE RADIO SERVICE FACILITY AT 1011 E TOUHY AVENUE, DES PLAINES, ILLINOIS. Motion declared carried as approved unanimously under Consent Agenda.

APPROVE
MINUTES
Consent Agenda

Moved by Brookman, seconded by Chester to Approve the Minutes of the City Council meeting of June 7, 2021, as published. Motion declared carried as approved unanimously under Consent Agenda.

APPROVE
MINUTES
Consent Agenda

Moved by Brookman, seconded by Chester to Approve the Closed Session Minutes of the City Council meeting of June 7, 2021, as published. Motion declared carried as approved unanimously under Consent Agenda.

NEW BUSINESS:

FINANCE & ADMINISTRATION – Alderman Zadrozny, Chairman

WARRANT
REGISTER

Alderman Zadrozny presented the Warrant Register.

Moved by Oskerka, seconded by Moylan, to approve the Warrant Register of June 21, 2021 in the Amount of \$3,458,990.75 and approve Resolution R-110-21.

Resolution
R-110-21

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 1 - Lysakowski

Motion declared carried.

ADJOURNMENT:

Moved by Brookman, seconded by Oskerka to adjourn the meeting. The meeting adjourned at 7:24 p.m.

Jessica M. Mastalski – City Clerk

APPROVED BY ME THIS _____

DAY OF _____, 2021

Andrew Goczkowski, MAYOR



FINANCE DEPARTMENT

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

MEMORANDUM

Date: June 22, 2021
To: Michael G. Bartholomew, City Manager
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance
Subject: Resolution R-116-21, July 6, 2021 Warrant Register

Recommendation: I recommend that the City Council approve the July 6, 2021 Warrant Register Resolution R-116-21.

Warrant Register.....\$3,695,572.66

Estimated General Fund Balance

Balance as of 04/30/2021: \$23,715,961

Please use caution when evaluating this number as revenues fluctuate dramatically from month to month due to delays in receiving sales tax revenue from the State and 1st & 2nd installments of property tax revenue.

CITY OF DES PLAINES

RESOLUTION

R-116-21

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.

July 6, 2021

City of Des Plaines

Warrant Register 07/06/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund					
1	1880	Due from Component Unit	2071 Lauterbach & Amen, LLP	56314 Services for Fiscal Yr 12/31/2020 - GASB 74/75 - Library	580.00
Department: 00 - Non Departmental					
2	4640	Elevator Fees	8414 835 Pearson Condo Association	Refund - 6/3/21 Refund for 02/10/2021 Elevator Inspection (Duplicate Payment)	75.00
Total 00 - Non Departmental					75.00

Elected Office					
Division: 110 - Legislative					
3	5310	Membership Dues	1268 Northwest Municipal Conference	10755 2021-2022 City-Wide Membership Dues R-95-21	25,528.00
4	6000	Professional Services	7692 Advantage Government Strategies LLC	2049 Lobbyist Services May 2021 R-183-20	5,000.00
5	7000	Office Supplies	1644 Warehouse Direct Inc	4974481-0 3 Tier Magazine Rack	34.50
6	7000	Office Supplies	1644 Warehouse Direct Inc	4975307-0 3 Tier Magazine Rack	34.50
7	7000	Office Supplies	1644 Warehouse Direct Inc	C4974481-0 Return 3 Tier Magazine Rack	(34.50)
Total 110 - Legislative					30,562.50

Division: 120 - City Clerk					
8	7000	Office Supplies	1644 Warehouse Direct Inc	4974485-0 Desk Pad, Sign Here Flags, Utensils, Note Paper	51.89
9	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 061021 Water Delivery 05/27/2021	1.00
10	7200	Other Supplies	2016 Signarama	42187 Engraved Name Plate City Clerk	41.00
11	7200	Other Supplies	1644 Warehouse Direct Inc	4974485-0 Desk Pad, Sign Here Flags, Utensils, Note Paper	8.12
12	7500	Postage & Parcel	1041 Federal Express	7-391-32462 Overnight Shipment 05/24/2021	22.31
Total 120 - City Clerk					124.32

Total 10 - Elected Office					30,686.82
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City Administration					
Division: 210 - City Manager					
13	6000	Professional Services	8133 Elrod Friedman LLP	4359 5-21 Non-Retainer Matters	922.50
14	7000	Office Supplies	1644 Warehouse Direct Inc	4975471-0 Copy Paper and Tape	194.58
15	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 061021 Water Delivery 05/27/2021	86.38
Total 210 - City Manager					1,203.46

Division: 220 - Legal					
16	6005	Legal Fees	8133 Elrod Friedman LLP	4386 5-21 Non-Retainer Litigation	51.00
17	6005	Legal Fees	8133 Elrod Friedman LLP	4387 5-21 Non-Retainer Litigation	262.50
18	6005	Legal Fees	8133 Elrod Friedman LLP	MAY 2021 RET May 2021 Retainer	18,500.00

City of Des Plaines

Warrant Register 07/06/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
19	6009	Legal Fees - Admin Hearings/Prosecutions	1073 Bartel, Raymond	21-11	Legal Fees June 2021	1,970.00
20	6010	Legal Fees - Labor & Employment	1127 Clark Baird Smith LLP	14050	Legal Fees May 2021	6,011.25
21	6010	Legal Fees - Labor & Employment	8133 Elrod Friedman LLP	4379	5-21 Non-Retainer PSEBA Proceedings	85.50
22	6010	Legal Fees - Labor & Employment	8133 Elrod Friedman LLP	4380	5-21 Non-Retainer PSEBA Proceedings	1,909.50
23	6010	Legal Fees - Labor & Employment	8133 Elrod Friedman LLP	4389	5-21 Non-Retainer Matters	2,481.00
Total 220 - Legal						31,270.75

Division: 230 - Information Technology						
24	6000	Professional Services	4288 Burwood Group Incorporated	PS-13712-W8X2	VMware Install 05/01/2021-05/07/2021	1,750.00
25	6110	Printing Services	4889 Konica Minolta Business Solutions USA Inc	9007169558	Copy Charges For City Copiers 09/01-09/02/2020	486.13
26	6305	R&M Equipment	7910 BeyondTrust Corporation	IN0046527	Appliance Virtual & On Premise Maintenance 08/01/21-07/31/22	2,401.90
27	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 061021	Water Delivery 05/27/2021	34.93
28	7320	Equipment < \$5,000	1026 CDW LLC	F064302	Brother Rugged Mobile Printer	643.74
Total 230 - Information Technology						5,316.70

Division: 240 - Media Services						
29	6110	Printing Services	1106 Chromatech Printing Inc	9002/25852	Spring Access Point Newsletter Printing May 2021	4,440.00
30	6195	Miscellaneous Contractual Services	5826 Granicus Inc	140759	Website Redesign, Develop., Hosting, Support Serv-One Time Fees	7,720.00
31	7550	Miscellaneous Expenses	8421 Allegra Marketing Print & Mail	189055	Miscellaneous Vinyl Decal for City Facilities May 2021	2,041.25
Total 240 - Media Services						14,201.25

Division: 250 - Human Resources						
32	5340	Pre-Employment Testing	1015 Alexian Brothers Corporate Health Svcs	720233	City Hall New Hire Pre-Employment Testing 4/16/2021	106.00
33	5560	Unemployment Claims	2243 Sedgwick CMS	420002117006	Unemployment Comp Admin Services 07/19 - 10/18/2021	550.00
34	6100	Publication of Notices	1485 ILCMA - IL City/County Mgmt Assoc	2318	2 Director Job Ads 11/04-11/20/2020	100.00

City of Des Plaines

Warrant Register 07/06/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
35	6100	Publication of Notices	1485 ILCMA - IL City/County Mgmt Assoc	2849 PW Maintenance Operator Job Ad 06/04-06/24/2021	50.00
36	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 061021 Water Delivery 05/27/2021	34.93
Total 250 - Human Resources					840.93

Division: 260 - Health & Human Services					
37	6550	Subsidy - Senior Citizen Cab Service	3344 Taxi One of Des Plaines Inc	0000041 Subsidized Taxi Voucher Program-May 2021 M-12-11	84.00
38	7000	Office Supplies	1644 Warehouse Direct Inc	4972073-0 (3) Pocket Binders	9.30
Total 260 - Health & Human Services					93.30

Total 20 - City Administration					52,926.39
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Department: 30 - Finance					
39	6000	Professional Services	2943 Crowe LLP	707-2428821 Auditing Services for Tax Year 2020 (2nd of 3 Years)	25,800.00
40	7000	Office Supplies	1066 Office Depot	175740758001 3 Pks of Thermal Paper Rolls, 15 Calc Rolls, 1 Dz Highlighters	67.94
41	7000	Office Supplies	1644 Warehouse Direct Inc	4977195-0 1 Pk of Pens, 4 Pks of Post-It Notes & 1 Pk of Batteries	62.22
42	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 061021 Water Delivery 05/27/2021	76.89
Total 30 - Finance					26,007.05

Community Development					
Division: 410 - Building & Code Enforcement					
43	6000	Professional Services	8304 TPI Building Code Consultants Inc	202104 Health Inspections - April 2021	7,525.00
44	6005	Legal Fees	8133 Elrod Friedman LLP	4374 5-21 Non-Retainer Matters	342.00
45	6005	Legal Fees	8133 Elrod Friedman LLP	4375 5-21 Non-Retainer Property Enforcement Matters	1,574.50
46	6005	Legal Fees	8133 Elrod Friedman LLP	4376 5-21 Non-Retainer Property Enforcement Matters	912.00
47	6110	Printing Services	2016 Signarama	42088 250 Garbage Door Knob Hangers 05/13/2021	347.50
48	6110	Printing Services	1106 Chromatech Printing Inc	8997/26044 500 10x13 Mailing Envelopes 06/01/2021	166.00
49	6110	Printing Services	1106 Chromatech Printing Inc	8998/26045 200 Norovirus Posters for Health Insp 06/01/2021	414.00
50	6195	Miscellaneous Contractual Services	3013 Clauss Brothers Inc	27026 Nuisance Abatement - 35 Properties - 5/1/21-5/31/21	7,078.28
51	7000	Office Supplies	1644 Warehouse Direct Inc	4973365-0 Permanent Markers, Seals, Mailing Labels	34.86
52	7000	Office Supplies	1644 Warehouse Direct Inc	4976651-0 3 Dozen Pens (Building Dept)	62.85
53	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 061021 Water Delivery 05/27/2021	76.89
Total 410 - Building & Code Enforcement					18,533.88

City of Des Plaines

Warrant Register 07/06/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
Division: 420 - Planning & Zoning						
54	6005	Legal Fees	8133 Elrod Friedman LLP	4373	5-21 Non-Retainer Matters	153.00
55	6005	Legal Fees	8133 Elrod Friedman LLP	4388	5-21 Non-Retainer Matters	715.00
56	6100	Publication of Notices	1050 Journal & Topics Newspapers	185813	Public Notice for 6/22/2021 PZB Meeting - Published 6/2/21	82.22
57	6110	Printing Services	1106 Chromatech Printing Inc	8997/26044	500 10x13 Mailing Envelopes 06/01/2021	166.00
58	7000	Office Supplies	1644 Warehouse Direct Inc	4973365-0	Permanent Markers, Seals, Mailing Labels	35.20
Total 420 - Planning & Zoning						1,151.42

Division: 430 - Economic Development						
59	6000	Professional Services	5215 CoStar Realty Information Inc	114223173-1	June 2021 Available Property Database	398.79
Total 430 - Economic Development						398.79

Total 40 - Community Development					20,084.09
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Public Works & Engineering						
Division: 100 - Administration						
60	6300	R&M Software	6055 Axiom Human Resource Solutions Inc	0000038593	Kronos Monthly User Fee - May 2021	181.50
Total 100 - Administration						181.50

Division: 510 - Engineering						
61	6305	R&M Equipment	1728 Total Parking Solutions Inc	105330	Parking Machine Service Call 6/11/20	495.00
62	6310	R&M Vehicles	1036 Des Plaines Car Wash	May 2021 City	1 Car Wash 05/24/2021	6.00
Total 510 - Engineering						501.00

Division: 530 - Street Maintenance						
63	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	6342	42 Parkway Stump Removals - 06/09/2021, R-169-19	6,838.00
64	6175	Tree Plantings	1347 Lurvey Landscape Supply	T1-10391284	Serviceberry Tree - Tree Planting - 06/01/2021	383.25
65	6175	Tree Plantings	1347 Lurvey Landscape Supply	T1-10391765	Linden Tree - Tree Planting - 06/03/2021	335.00
66	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	194776	Supplemental Watering - May 2021, R-3-21	3,050.00
67	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	194777	City-Owned Green Space Mowing - 05/31/2021, R-27-21	15,880.00
68	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	194778	Fertilizer & Broad Leaf Applications - 05/31/2021, R-14-2021	10,233.00
69	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	194779	Mulch - Northwest Hwy - 05/31/2021, R-27-21	9,600.00

City of Des Plaines

Warrant Register 07/06/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
70	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	194780	Landscape Maintenance - Downtown - 05/31/2021, R-3-21	2,356.00
71	6195	Miscellaneous Contractual Services	2016 Signarama	42171	200 "No Parking Police Order" Signs - 06/09/2021	270.00
72	6195	Miscellaneous Contractual Services	2292 Built Best Fence Co Inc	765	Fence Repair - Elmira Ave. - 05/28/2021	835.00
73	6195	Miscellaneous Contractual Services	7706 Lakeshore Recycling Systems LLC	PS374087	Street Sweeping Services 05/17-05/28/2021, R-5-21	16,231.77
74	7000	Office Supplies	1644 Warehouse Direct Inc	4979040-0	Copy Paper & Post It Notes - PW	52.49
75	7020	Supplies - Safety	1520 Russo Power Equipment	SPI10720940	3 Climbing Helmets - Forestry	179.97
76	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10391171	2.0 Cu Yds Top Soil - Parkway Repairs - 06/01/2021	59.30
77	7055	Supplies - Street R&M	1702 Diamond Paint & Home Center LLC	220000004525	Paint and 3-Inch Brush for Graffiti - 03/23/2021	32.73
78	7055	Supplies - Street R&M	1702 Diamond Paint & Home Center LLC	220000005088	Paint - Graffiti - 04/23/2021	4.95
79	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	77768	7.07 Tons Asphalt - Pearson/Minor - 06/04/2021, R-38-21	296.94
80	7055	Supplies - Street R&M	1057 Menard Incorporated	80279	Tarp for Top Soil	9.99
81	7055	Supplies - Street R&M	1057 Menard Incorporated	80540	Graffiti Removal Materials - Riverwalk Tunnel - 06/07/2021	42.91
82	8015	Equipment	1088 Atlas Bobcat LLC	QA5352	Sweeper Box	4,527.00
Total 530 - Street Maintenance						71,218.30

Division: 535 - Facilities & Grounds Maintenance						
83	6000	Professional Services	7619 Henneman Engineering Inc	77352	Chiller Replacement - City Hall - 05/01-05/31/2021, R-180-19	2,777.96
84	6015	Communication Services	1027 Call One	413238	Communication Service 06/15-07/14/2020	127.96
85	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	06-1651	Exterior Pest Control - City Hall & Police Station - 06/01/2021	80.00
86	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	06-1652	Interior Pest Control - City Hall & Police Station - 06/01/2021	193.00
87	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	06-1653	Quarterly Interior Pest Control - 7 Buildings - 06/01/2021	605.00
88	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4086762370	Mat Service - Metra Train Service - 06/09/2021	35.00

City of Des Plaines

Warrant Register 07/06/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
89	6195	Miscellaneous Contractual Services	8420 Infinity Technologies Inc	8485	Door Access System Install - Metra Station - 06/02/2021	1,375.00
90	6195	Miscellaneous Contractual Services	5214 State Industrial Products	902013800	Drain Maintenance 06/08/2021 - City Hall	109.27
91	6315	R&M Buildings & Structures	7689 Ambius	016730CS308975	June 2021 Bill for Plant Maintenance	361.94
92	6315	R&M Buildings & Structures	1025 Bedco Inc	097102	HVAC Repair - City Hall - 06/03/2021, R-167-19	230.00
93	6315	R&M Buildings & Structures	1025 Bedco Inc	097121	Service Contract - June 2021 R-167-19	627.50
94	6315	R&M Buildings & Structures	1025 Bedco Inc	097121	Service Contract - June 2021 R-167-19	627.50
95	6315	R&M Buildings & Structures	7717 Oak Brook Mechanical Services Inc	25860	Emergency Coil Replacement - City Hall - 06/03/2021	9,050.00
96	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-42829-T7G9	Elevator Maintenance for June 2021	424.16
97	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-42829-T7G9	Elevator Maintenance for June 2021	212.08
98	7025	Supplies - Custodial	1029 Cintas Corporation	4086762408	Cleaners, Paper Towels, Air Freshener, Soap, Mat, Etc. - PW	143.85
99	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	80847	Framing Hammer	55.36
100	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	871	Drill Bit - City Hall	17.98
101	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1065327	2 Door Locks - Metra Train Station	94.90
102	7045	Supplies - Building R&M	2480 Just Faucets	196709	2 Aerators - Fire Station #63	27.70
103	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	641	5 Fasteners - City Hall	7.95
104	7045	Supplies - Building R&M	1057 Menard Incorporated	80212	Paint and Cord for Metra Station	20.30
105	7045	Supplies - Building R&M	1057 Menard Incorporated	80552	Medium Density Fiberboard Panel - City Hall	15.18
106	7045	Supplies - Building R&M	1057 Menard Incorporated	80793	Plumbing Supplies for Police Department Leak	28.24
107	7045	Supplies - Building R&M	1043 WW Grainger Inc	9924595334	Faucet Repair Kit City Hall	149.75
108	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	C044903	Hook Bolt & Deadbolt Credit - Metra Train Station	(47.45)
109	7320	Equipment < \$5,000	1057 Menard Incorporated	80593	Air Conditioner for Sign Shop PW	374.98
Total 535 - Facilities & Grounds Maintenance						17,725.11

Division: 540 - Vehicle Maintenance

110	6135	Rentals	1029 Cintas Corporation	4086125130	Mechanic's Uniform Rental - 06/03/2021	156.54
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City of Des Plaines

Warrant Register 07/06/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
111	6135	Rentals	1029 Cintas Corporation	4086722829	Mechanic's Uniform Rental - 06/09/2021	156.54
112	6195	Miscellaneous Contractual Services	1741 Praxair Distribution Inc	63757877	Cylinder Rental - 04/20/2021-05/20/2021	687.61
113	6305	R&M Equipment	2168 Petroleum Technologies Equipment, Inc	25430	Fuel Line Repair - Police Generator 6101 - 06/03/2021	6,425.00
114	6305	R&M Equipment	1071 Pomp's Tire Service Inc	280121569	Tire Repair - PW 5033 - 06/09/2021	479.10
115	6305	R&M Equipment	1103 Casey Equipment Co	W00696	Paver Repair - PW 5007 - 04/09/2021	2,830.38
116	7030	Supplies - Tools & Hardware	3518 O'Reilly Auto Parts	2479-478148	Puller Kit - PW 5083	22.99
117	7030	Supplies - Tools & Hardware	3518 O'Reilly Auto Parts	2479-478172	Returned Puller Kit - PW 5083	(22.99)
118	7035	Supplies - Equipment R&M	1062 NAPA of Des Plaines	5741-798195	5 Filters & Oil - Fire Generator 7301	132.48
119	7035	Supplies - Equipment R&M	1062 NAPA of Des Plaines	5741-798233	Air Filter & Oil Filters - Fire Generator 7303	24.95
120	7035	Supplies - Equipment R&M	1088 Atlas Bobcat LLC	BS1158	50 Planer Bits - PW 5B27	524.50
121	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0206723	12 Cabin Filters - Police Stock	234.84
122	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0206895	13 Wiper Blades, Brake Rotors, Brake Pads - PW Stock	289.51
123	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0206987	Brake Pads & Rotors - Police Stock	463.88
124	7040	Supplies - Vehicle R&M	1501 Foster Coach Sales Inc	21908	3 Surface Lights - Fire Stock	403.20
125	7040	Supplies - Vehicle R&M	1501 Foster Coach Sales Inc	21935	ICC Lights - Fire Stock	130.20
126	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-477930	Exhaust Pipe - PW 5047	19.09
127	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-478391	Returned Exhaust Part - PW 5047	(42.78)
128	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280121737	2 Tires - Fire Stock - 06/11/2021	959.96
129	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	504583P	Tail Light Assembly - Police 6089	526.78
130	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	504855P	Tail Lights - Police Stock - 06/08/2021	1,042.66
131	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	504866P	A/C Line - Fire 7401 - 06/08/2021	109.67
132	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	505143P	Bolts & O-Rings - FD 7401 - 06/10/2021	17.82
133	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-792690	Lamp & Filters - PW Stock	172.92
134	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-796796	Brake Cleaner & Exhaust Clamps - PW 5560	40.56

City of Des Plaines

Warrant Register 07/06/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
135	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-797188	Brake Hose, Brake Rotor, Brake Tubing, Etc. - Fire 7501	307.29
136	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-797253	2 LED Strobe Lights - PW 5045	213.98
137	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-797351	Brake Shoes, Deposit, Backing Plate, Wheel Seal, Etc. - Fire 7501	321.43
138	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-797468	Returned Brake Cleaner & Exhaust Clamps - PW Stock	(40.56)
139	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-797542	Fittings & Filters - PW Stock	165.62
140	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-797597	Wiper Blades & Air Filter - Fire 7400	16.74
141	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-797817	Cabin Air Filter - Police 6001	5.60
142	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-798113	15 Filters, Power Steering Oil - PW 5560	105.44
143	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-798122	Snow Plow Oil - PW Stock	71.10
144	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-798458	Wheel Hubs & Filter - Fire 7401	253.08
145	7040	Supplies - Vehicle R&M	8244 Des Plaines Ace Hardware	590	3 Fasteners	2.25
146	7040	Supplies - Vehicle R&M	1741 Praxair Distribution Inc	63814833	Tank Replacement - PW Stock	117.48
147	7040	Supplies - Vehicle R&M	1823 Certified Laboratories	7385631	Aerosol Lubricants - Fire Stock	708.67
148	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	8938110	Hex Nuts, Fuse Holders, Washers, Drill Bits, Etc. - PW Stock	364.28
149	7040	Supplies - Vehicle R&M	5214 State Industrial Products	902002542	Lubricant - PW Stock	290.06
150	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P09723	Seat Belts - Fire Stock	719.52
151	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P09769	Joystick - Fire 7801	784.23
152	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P09892	Transducer - Fire 7601	257.31
153	7040	Supplies - Vehicle R&M	4328 Batteries Plus Bulbs (#490)	P40282721	5 Batteries & 2 Tenders - PW 8034, 8040, 8030, 8022, 5074	212.86
154	7040	Supplies - Vehicle R&M	4328 Batteries Plus Bulbs (#490)	P40592748	3 Batteries - Fire 7301, 7302, & Police 6073	258.94
155	7120	Gasoline	7349 Wex Inc	72138589	Fuel Purchases - May 2021	308.29
156	7130	Diesel	7349 Wex Inc	72138589	Fuel Purchases - May 2021	772.34
157	7320	Equipment < \$5,000	4177 Uline Inc	134439431	Paper Towels & Dispensers - PW Mechanics	298.47
158	7320	Equipment < \$5,000	6244 Valvoline LLC	9902270799	Grease Pump - PW Shop Equipment	948.18
Total 540 - Vehicle Maintenance						23,248.01
Total 50 - Public Works & Engineering						112,873.92

City of Des Plaines

Warrant Register 07/06/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Police Department						
Division: 620 - Criminal Investigation						
159	6195	Miscellaneous Contractual Services	1572 LexisNexis Risk Solutions	1037713-20210531	Investigations Database May 2021	246.60
160	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8182182449	Shredding Services PD 5/7, 5/14, 5/21, 5/28, 6/4/2021	636.90
161	6195	Miscellaneous Contractual Services	1683 Thomson Reuters	844113377	Investigations Database March 2021	324.15
162	6195	Miscellaneous Contractual Services	1683 Thomson Reuters	844466987	Investigations Database May 2021	324.15
Total 620 - Criminal Investigation						1,531.80
Division: 630 - Support Services						
163	6000	Professional Services	5975 Aero Removals Trisons Inc	21227A	Removal and Transport of 3 Deceased 2021 May	1,050.00
164	6015	Communication Services	1118 Chicago Communications LLC	327100	License Renewal Fee Call Sign WNBV854 04/18/2021 - 04/18/2031	160.00
165	6015	Communication Services	1027 Call One	413238	Communication Service 06/15-07/14/2020	34,263.57
166	6110	Printing Services	1142 Copyset Printing Company	58837	Extra Duty Comp Request Pads (40) 12/16/2020	152.00
167	6110	Printing Services	1142 Copyset Printing Company	58875	2000 Business Card/Police Report Cards 12/22/2020	189.00
168	6110	Printing Services	1142 Copyset Printing Company	59283	323 Ticket Booklets (C & P Tickets) 04/30/2021	2,199.00
169	6110	Printing Services	1142 Copyset Printing Company	59403	1000 Auto Release Forms 05/25/2021	296.00
170	6305	R&M Equipment	3154 Porter Lee Corporation	25413	Annual Evidence Software Support 07/01/2021-06/30/2022	1,013.00
171	6310	R&M Vehicles	1036 Des Plaines Car Wash	May 2021 Police	23 Car Washes May 2021	138.00
172	6345	R&M Police Range	3882 Best Technology Systems Inc	BTL-21011-4	2021 Service Agreement Proposal 2 and 3 (6/3/2021) - Gun Range	7,027.55
173	6345	R&M Police Range	3882 Best Technology Systems Inc	BTL-21011-5	2021 Service Agreement for Range Cleaning and Maintenance May	652.87
174	7000	Office Supplies	1644 Warehouse Direct Inc	4974356-0	Correction Tape, Binder Clips	52.50
175	7000	Office Supplies	1644 Warehouse Direct Inc	4978172-0	(24) AAA Batteries	29.34
176	7000	Office Supplies	1644 Warehouse Direct Inc	4981204-0	Batteries (24) AAA, (36) AA	62.44
177	7200	Other Supplies	1644 Warehouse Direct Inc	4976011-0	1 Ctn of Plastic Forks	49.99
178	7310	Publications	1683 Thomson Reuters	844528896	(2) 2021 Criminal Law and Procedure Books	380.00
179	7525	Meals	1076 Sam's Club Direct	0008	Prisoner Meals, Juice (8), Hot Pocket (4)	147.56
Total 630 - Support Services						47,862.82
Total 60 - Police Department						49,394.62

City of Des Plaines

Warrant Register 07/06/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fire Department					
Division: 100 - Administration					
180	5310	Membership Dues	1349 MABAS Mutual Aid Box Alarm System Division 3	AD2101 2021 Annual MABAS Div 3 Membership Dues (Dept-Wide)	5,000.00
181	7000	Office Supplies	1644 Warehouse Direct Inc	4977297-0 Power Strip, Monitor Wipes - Deputy Chief	43.18
182	7300	Uniforms	3212 On Time Embroidery Inc	81007 Round Top Cap - Deputy Chief	110.00
183	7300	Uniforms	3212 On Time Embroidery Inc	87809 2 Job Shirts - Chief	130.00
Total 100 - Administration					5,283.18

Division: 710 - Emergency Services					
184	6000	Professional Services	8192 Rebound	1875 Consulting-Orthopedic Patient Navigator Contract June 2021	823.39
185	6035	Dispatch Services	5973 Emergency Twenty Four Inc	33247 Elevator Alarm Dispatch May 2021	1,969.00
186	6195	Miscellaneous Contractual Services	1580 Mighty Mites Awards Inc	15456 2 Engraving Retirement Badges, Lieutenant & Dep. Chief 6/1/2021	55.00
187	6305	R&M Equipment	2266 Underwriters Laboratories LLC	72020416197 Vehicle Service Reinspection Tower 61 - 4/23/2021	87.50
188	7200	Other Supplies	1747 Murphy's Contractors Equipment Inc	213863 10 Chains - Training, 6 Terminator Chains - Sta 61/63	265.40
189	7200	Other Supplies	1702 Diamond Paint & Home Center LLC	5152 Paint, Roller, Pans, Roller Cage, Brushes, Masking Tape - Sta 61	143.52
190	7200	Other Supplies	7767 Quench USA Inc	INV03135826 Water Dispenser-Sta 61 6/1/2021-8/31/2021	246.00
191	7300	Uniforms	3212 On Time Embroidery Inc	85494 Company Boot - Paramedic	129.00
192	7300	Uniforms	3212 On Time Embroidery Inc	85657 Fleece Jacket - Engineer	119.00
193	7300	Uniforms	3212 On Time Embroidery Inc	86103 3 Trousers - Paramedic	216.00
194	7300	Uniforms	3212 On Time Embroidery Inc	86209 4 T-Shirts, Station Pants - Paramedic	92.00
195	7300	Uniforms	3212 On Time Embroidery Inc	86287 2 Station Pant's - Paramedic	112.00
196	7300	Uniforms	3212 On Time Embroidery Inc	86552 Athletic Oxford, 2 S/S Polo's - Paramedic	173.00
197	7300	Uniforms	3212 On Time Embroidery Inc	86557 3 S/S Polo's, 5 T-Shirts, 2 Station Pants, Shorts, - Lieutenant	342.00
198	7300	Uniforms	3212 On Time Embroidery Inc	87810 3 T-Shirts, 2 BDU Shorts - Lieutenant	85.00
199	7300	Uniforms	3212 On Time Embroidery Inc	87811 BDU Shorts - Paramedic	29.00

City of Des Plaines

Warrant Register 07/06/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
200	7300	Uniforms	3212 On Time Embroidery Inc	87812	2 S/S Polo's - Paramedic	84.00
201	7300	Uniforms	3212 On Time Embroidery Inc	87813	Athletic Oxford, - Paramedic	89.00
202	7300	Uniforms	3212 On Time Embroidery Inc	87815	3 Cargo Station Pants - Lieutenant	186.00
203	7300	Uniforms	3212 On Time Embroidery Inc	87816	6 T-Shirts, 3 L/S T-Shirts - Lieutenant	108.00
204	7300	Uniforms	3212 On Time Embroidery Inc	87817	3 T-Shirts, Pocketed Short - Lieutenant	55.00
205	7320	Equipment < \$5,000	1080 Air One Equipment Inc	169297	10 Pairs FF Boot Replacement	4,200.00
206	7320	Equipment < \$5,000	1080 Air One Equipment Inc	169422	10 O-Rings, 10 Buddy Light Button Assy ,10 Actuator Button Assy	314.20
207	7320	Equipment < \$5,000	1080 Air One Equipment Inc	169423	Wrench, Locknut Valve	126.00
208	7320	Equipment < \$5,000	1747 Murphy's Contractors Equipment Inc	213863	10 Chains - Training, 6 Terminator Chains - Sta 61/63	1,290.00
209	7320	Equipment < \$5,000	3218 Red Wing Shoe Store	700-1-83542	Fire Boot, Supersole - Paramedic	229.48
Total 710 - Emergency Services						11,568.49

Division: 720 - Fire Prevention						
210	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 061021	Water Delivery 05/27/2021	27.93
211	7300	Uniforms	3212 On Time Embroidery Inc	87814	5 Station Pants, Pocketed Sweatpants - Division Chief	330.00
Total 720 - Fire Prevention						357.93

Division: 730 - Emergency Management Agency						
212	6015	Communication Services	1936 DTN LLC	5883157	2021 Weather Billing and Support for EMA 2/8/21-3/7/21	379.00
Total 730 - Emergency Management Agency						379.00

Total 70 - Fire Department						17,588.60
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Department: 75 - Fire & Police Commission						
213	5340	Pre-Employment Testing	1427 I/O - Industrial Organizational Solutions Inc	C50240A	PD Sergeant Exam and Assessment - 3rd Installment	10,980.00
214	6010	Legal Fees - Labor & Employment	8133 Elrod Friedman LLP	4389	5-21 Non-Retainer Matters	2,151.00
Total 75 - Fire & Police Commission						13,131.00

Department: 90 - Overhead						
215	6015	Communication Services	1027 Call One	413238	Communication Service 06/15-07/14/2020	11,679.62
Total 90 - Overhead						11,679.62

Total 100 - General Fund						335,027.11
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City of Des Plaines

Warrant Register 07/06/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 201 - TIF #1 Downtown Fund					
216	6000	Professional Services	2785 Walker Parking Consultants/Engineers Inc	31848200026 Service on the Civic Center Pkg Deck-05/01-05/27/2021, R-205-19	3,263.46
217	6000	Professional Services	8133 Elrod Friedman LLP	4369 5-21 Non-Retainer Matters	1,139.93
Total 201 - TIF #1 Downtown Fund					4,403.39

Fund: 240 - CDBG Fund					
218	6604	CDBG Care Act Program	1169 Center of Concern	052521RENTCV3 Public Service Fin Assistance - 3/23/21-5/25/21-B-20-MW-17-0009	39,984.58
Total 240 - CDBG Fund					39,984.58

Fund: 250 - Grant Projects Fund					
Program: 2520 - Capital Grants					
219	6000	Professional Services	5778 Elite Appraisal Center LLC	0055804 Hazard Mitigation Program - 1 Home Appraisal 06/04/2021	350.00
220	6000	Professional Services	4001 Rick Hiton & Associates	05210021 Hazard Mitigation Program - 1 Home Appraisal 06/11/2021	350.00
221	6005	Legal Fees	7723 Spadoro, Mark A	10178-JANOLN0001 Legal Fees-Lee & Forest TL 1456-1500 Lee 01/04-01/29/2021	1,159.00
222	6005	Legal Fees	8133 Elrod Friedman LLP	4357 5-21 Non-Retainer IEMA & FEMA Review Phase 5	330.00
223	6005	Legal Fees	8133 Elrod Friedman LLP	4358 5-21 Non-Retainer IEMA & FEMA Review Phase 4	1,936.00
224	6005	Legal Fees	4331 Wheatland Title Guaranty Company	643304-OLN0018 Legal Fees-Lee & Forest TL 1301 Lee Street 05/17/2021	65.00
Total 2520 - Capital Grants					4,190.00

Total 250 - Grant Projects Fund					4,190.00
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Fund: 260 - Asset Seizure Fund					
Program: 2640 - Forfeit					
225	7320	Equipment < \$5,000	8419 Safe Restraints Inc	CH041921DPPD Wrap Restraint and Helmet	1,532.12
Total 2640 - Forfeit					1,532.12

Total 260 - Asset Seizure Fund					1,532.12
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Fund: 400 - Capital Projects Fund					
226	6005	Legal Fees	8133 Elrod Friedman LLP	4377 5-21 Non-Retainer Litigation	178.50
227	6005	Legal Fees	8133 Elrod Friedman LLP	4384 5-21 Non-Retainer Property Enforcement Matters	102.00
228	8100	Improvements	1206 Illinois, State of	123843 IDOT 62J27 Ballard Rd @ Farmers Creek Imp-Required Deposit R-95-20	97,818.40
Total 400 - Capital Projects Fund					98,098.90

City of Des Plaines

Warrant Register 07/06/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 420 - IT Replacement Fund					
229	6140	Leases	5109 Konica Minolta Premier Finance	5015370598 Konica Minolta Lease 06/21-07/20/21	7,304.18
Total 420 - IT Replacement Fund					7,304.18

Fund: 430 - Facilities Replacement Fund					
230	6000	Professional Services	8130 ECS Midwest LLC	891185 Materials Testing - Civic Deck - 05/03/2021-05/15/2021	5,657.75
231	6315	R&M Buildings & Structures	8170 F E Moran Inc	001-185329013 Booster Pump Installation - City Hall - 5/24/2021	7,706.10
232	6315	R&M Buildings & Structures	7016 Amici Terrazzo	2 Concrete - Theater Lobby - 04/02-04/03/2021	7,171.63
233	6315	R&M Buildings & Structures	7016 Amici Terrazzo	2A Additional 3" Bonded Concrete - Theater - 04/02-04/03/2021	2,331.36
234	6315	R&M Buildings & Structures	7146 JOS Services Inc	4499 5/31/21 Plumbing Labor for Theatre	2,000.00
235	6315	R&M Buildings & Structures	7146 JOS Services Inc	4500 6/1/21 Plumbing Labor for Theatre	2,000.00
236	6315	R&M Buildings & Structures	7146 JOS Services Inc	4501 6/2/21 Plumbing Labor for Theatre	1,000.00
237	6315	R&M Buildings & Structures	7146 JOS Services Inc	4502 6/3/21 Plumbing Labor for Theatre	1,000.00
238	6315	R&M Buildings & Structures	7146 JOS Services Inc	4503 6/4/21 Plumbing Labor for Theatre	2,000.00
239	6315	R&M Buildings & Structures	7146 JOS Services Inc	4504 6/7/21 Plumbing Labor for Theatre	2,000.00
240	6315	R&M Buildings & Structures	7146 JOS Services Inc	4505 6/8/21 Plumbing Labor for Theatre	2,000.00
241	6315	R&M Buildings & Structures	7146 JOS Services Inc	4506 6/9/21 Plumbing Labor for Theatre	1,000.00
242	6315	R&M Buildings & Structures	7146 JOS Services Inc	4507 6/10/21 Plumbing Labor for Theatre	2,000.00
243	6315	R&M Buildings & Structures	7146 JOS Services Inc	4508 6/11/21 Plumbing Labor for Theatre	2,000.00
244	6315	R&M Buildings & Structures	5440 Manusos General Contracting Inc	6191 Theatre Construction Services 5/10/21-5/15/21; TO#5	17,967.20
245	6315	R&M Buildings & Structures	5440 Manusos General Contracting Inc	6210 Task Order 6-Construction Services @ Theatre 5/17/21-5/22/21	18,453.00
246	6315	R&M Buildings & Structures	4583 Argon Electric Company, Inc	9427 Electric Services - Theater - 05/10 - 05/14/2021	9,066.00
247	6315	R&M Buildings & Structures	4583 Argon Electric Company, Inc	9428 Theatre Electric Services 5/10/21-5/21/21	8,720.00
248	6315	R&M Buildings & Structures	4583 Argon Electric Company, Inc	9429 Electrical Services - Theater - 05/24-05/28/2021	9,006.00
249	6315	R&M Buildings & Structures	8049 Cross Points Sales Inc	P 78020 Fire Alarm System Install - 1486 Miner - 03/15/2021	10,288.00
250	7045	Supplies - Building R&M	7807 L&W Supply Corporation	1000189348-001 Kitchen Ceiling Tiles - Theater	532.80

City of Des Plaines

Warrant Register 07/06/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
251	7045	Supplies - Building R&M	7807 L&W Supply Corporation	1000192138-001 Fiberglass Reinforced Panel Walls for Kitchen @ Theatre	2,401.20
252	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1066966 Door Hardware for 1486 Miner	2,363.60
253	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1067048 Door Hardware for Theatre	25.20
254	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1067049 Door Hardware for Theatre	39.40
255	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1067084 Hinge Kits Theatre	10.00
256	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1067096 Door Hardware for Theatre	29.68
257	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1067107 Door Hardware for Theatre	6.60
258	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1067167 Door Hardware for 1486 Miner	1,249.80
259	7045	Supplies - Building R&M	5698 Doors Done Right Inc	11564 Doors for Theatre	1,810.00
260	7045	Supplies - Building R&M	5698 Doors Done Right Inc	11564-2 Door Frames for Theatre	120.00
261	7045	Supplies - Building R&M	1187 Scharm Floor Covering	15377 Vinyl Composition Tile for Theatre	433.81
262	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2728894 Plumbing Supplies for Theatre	1,263.81
263	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2728895 Plumbing Supplies for Theatre	1,656.36
264	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2734022 Plumbing Supplies for Theatre	359.96
265	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2735518 Plumbing Supplies for Theatre	208.21
266	7045	Supplies - Building R&M	1057 Menard Incorporated	80188 Plumbing Supplies for the Theater	68.57
267	7045	Supplies - Building R&M	1057 Menard Incorporated	80189 Paint @ Theatre	4.29
268	7045	Supplies - Building R&M	1057 Menard Incorporated	80198 Pine Trim @ Theatre	68.94
269	7045	Supplies - Building R&M	1057 Menard Incorporated	80199 Caulk @ Theatre	100.98
270	7045	Supplies - Building R&M	1057 Menard Incorporated	80200 PVC Fitting @ Theatre	7.16
271	7045	Supplies - Building R&M	1057 Menard Incorporated	80333 Joint Tape/Adhesive/Etc. @ Theatre	637.08
272	7045	Supplies - Building R&M	1057 Menard Incorporated	80360 Wood for Theatre	379.25
273	7045	Supplies - Building R&M	1057 Menard Incorporated	80520 Sandpaper -Theater	28.24
274	7045	Supplies - Building R&M	1057 Menard Incorporated	80539 Anchors/Wood Putty/Etc. @ Theatre	55.90
275	7045	Supplies - Building R&M	1057 Menard Incorporated	80597 Wood for Theatre	322.19
276	7045	Supplies - Building R&M	1057 Menard Incorporated	80642 Nails and Nailer for Theatre	554.85

City of Des Plaines

Warrant Register 07/06/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
277	7045	Supplies - Building R&M	1057 Menard Incorporated	80656	Drywall Finishing Supplies @ Theatre	88.18
278	7045	Supplies - Building R&M	1057 Menard Incorporated	80669	Stain for Theatre	32.36
279	7045	Supplies - Building R&M	1057 Menard Incorporated	80677	Stain Return @ Theatre	(14.45)
280	7045	Supplies - Building R&M	1057 Menard Incorporated	80679	Stain for Theatre	38.92
281	7045	Supplies - Building R&M	1057 Menard Incorporated	80695	Stain for Theatre	10.49
282	7045	Supplies - Building R&M	1057 Menard Incorporated	80707	Stair Treads @ Theatre	358.83
283	7045	Supplies - Building R&M	1057 Menard Incorporated	80717	Insulation and Wood @ Theatre	68.80
284	7045	Supplies - Building R&M	1057 Menard Incorporated	80719	Nails/Drywall Tape/Dura Rock/Supplies @ Theatre	1,288.95
285	7045	Supplies - Building R&M	1057 Menard Incorporated	80720	Durock Return for Theatre	(349.25)
286	7045	Supplies - Building R&M	1057 Menard Incorporated	80766	Trim/Caul/Wood Putty/Etc. @ Theatre	271.62
287	7045	Supplies - Building R&M	1057 Menard Incorporated	80794	Denatured Alcohol/Stain/Etc. for Theatre	43.24
288	7045	Supplies - Building R&M	1057 Menard Incorporated	80798	Mortar for Theatre	321.17
289	7045	Supplies - Building R&M	1057 Menard Incorporated	80810	Shims/Wood Putty/Mastic for Theatre	171.91
290	7045	Supplies - Building R&M	1057 Menard Incorporated	80846	Casement Trim for 1486 Miner	218.70
291	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	874	Thin Set Mortar @ Theatre	24.29
292	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	879	Sanding Disks @ Theatre	8.99
293	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	880	Stain and Brushes @ Theatre	20.11
294	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	881	Return Stain - Theatre	(8.99)
295	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	882	Stain for Theatre	8.99
296	7045	Supplies - Building R&M	1043 WW Grainger Inc	9923633334	Business Instant Lighting Discount fm ComEd (Utility Incentive)	(30.00)
297	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006917399.001	Electric Supplies for the Theater	567.92
298	7045	Supplies - Building R&M	8201 Gexpro	S130791296.001	Exit Combo Lights @ Theatre	895.95
299	7045	Supplies - Building R&M	8201 Gexpro	S130891493.001	Emergency Lights @ Theatre	376.62
300	7045	Supplies - Building R&M	8201 Gexpro	S130938315.001	Lights for 1486 Miner	494.99
301	7045	Supplies - Building R&M	8201 Gexpro	S130940317.001	Exit Lights @ Theatre	188.12

City of Des Plaines

Warrant Register 07/06/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
302	7045	Supplies - Building R&M	8201 Gexpro	S130940791.001	Lights for Theatre Basement	348.84
303	7045	Supplies - Building R&M	8201 Gexpro	S130971938.001	Lights for 1486 Miner	745.33
304	7045	Supplies - Building R&M	8366 Connexion	S1776191.002	Electric Supplies for Theatre	47.46
305	7045	Supplies - Building R&M	8366 Connexion	S1778855.001	Electric Supplies for Theatre	174.05
306	7045	Supplies - Building R&M	8366 Connexion	S1778855.002	Electric Supplies for Theatre	23.16
307	7045	Supplies - Building R&M	8366 Connexion	S1778855.003	Electric Supplies for Theatre	395.43
308	8100	Improvements	8070 Walsh Construction Company II LLC	CivicDeck-P16	Civic Parking Deck-Pay App #16 - 05/01-05/31/2021, R-204-19	1,247,232.00
Total 430 - Facilities Replacement Fund						1,382,167.65

Fund: 500 - Water/Sewer Fund						
Non Departmental						
Division: 550 - Water Systems						
309	6015	Communication Services	1027 Call One	413238	Communication Service 06/15-07/14/2020	1,552.39
310	6195	Miscellaneous Contractual Services	4022 M E Simpson Co Inc	36943	Hydrant Maintenance & Flow Testing - 05/20-05/28/2021, R-10-21	17,364.00
311	6195	Miscellaneous Contractual Services	8420 Infinity Technologies Inc	8484	Door Access System Install - Central PS -06/01/2021	1,045.00
312	6195	Miscellaneous Contractual Services	8420 Infinity Technologies Inc	8486	Door Access System Install - Maple PS - 06/03/2021	946.50
313	6305	R&M Equipment	1154 West Side Tractor Sales	L86807	Perform 2,000 Hour Service - PW 9009 05/21/2021	1,857.32
314	6310	R&M Vehicles	3518 O'Reilly Auto Parts	2479-478579	4 Machined Rotors 05/29/2021 - PW 9051	48.00
315	7020	Supplies - Safety	4093 White Cap LP	10013961605	Safety Caution Tape	28.00
316	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	574	Combo Kit & Hackzall	199.99
317	7030	Supplies - Tools & Hardware	1520 Russo Power Equipment	SP10707379	5 Drain Spade Shovels & Square Shovel	218.94
318	7035	Supplies - Equipment R&M	1062 NAPA of Des Plaines	5741-797449	2 Air Filters - PW 9014	36.47
319	7035	Supplies - Equipment R&M	1062 NAPA of Des Plaines	5741-797825	Oil, Fuel, Hydraulic, & Air Filters - PW 9026	97.86
320	7035	Supplies - Equipment R&M	1062 NAPA of Des Plaines	5741-798065	Hydraulic Filter - PW 9026	33.35
321	7035	Supplies - Equipment R&M	1062 NAPA of Des Plaines	5741-798066	2 Filters - PW 9044	26.99
322	7035	Supplies - Equipment R&M	8244 Des Plaines Ace Hardware	843	AA Batteries - Locator	17.98
323	7035	Supplies - Equipment R&M	1088 Atlas Bobcat LLC	BS1952	Door Shock & Air Filter - PW 9026	92.98

City of Des Plaines

Warrant Register 07/06/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
324	7035	Supplies - Equipment R&M	1088 Atlas Bobcat LLC	BS1990	2 Filters - PW 9026	93.28
325	7035	Supplies - Equipment R&M	1088 Atlas Bobcat LLC	BS2163	Breather Cap & Gasket - PW 9026	35.65
326	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0207756	7 Wiper Blades - PW Water Stock	20.93
327	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	504411P	Mirror - PW 9033	154.29
328	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10375331	2 Cu Yds Top Soil & 50 Lbs Grass Seed - 03/17/2021	124.30
329	7070	Supplies - Water System Maintenance	3217 Ozinga Ready Mix Concrete Inc	1586985	4.25 Cu Yds Concrete - Street Repair - 03/19/2021	802.50
330	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	253286-000	4 Barrel Gaskets	128.00
331	7070	Supplies - Water System Maintenance	1072 Prairie Material	890033925	4.0 Cu Yds Concrete - Street Repair - 06/02/2021	573.00
332	7070	Supplies - Water System Maintenance	1072 Prairie Material	890038899	2.5 Cu Yds Concrete - Repairs - 06/04/2021	308.13
333	7070	Supplies - Water System Maintenance	6992 Core & Main LP	P023500	2 Repair Clamps, 12 B-Boxes	1,349.00
334	7070	Supplies - Water System Maintenance	6992 Core & Main LP	P048380	(2) 8" Gate Valves	2,136.00
335	7070	Supplies - Water System Maintenance	6992 Core & Main LP	P052807	Megalugs, Gaskets, & T-Heads	286.00
336	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	31601	Chlorine Deposit Return - 10/28/2020	(400.00)
337	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	31602	Chlorine Deposit Return - 10/28/2020	(300.00)
338	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	32892	Chlorine - 11/30/2020	170.50
339	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	36039	Chlorine - 02/24/2021	130.00
340	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	36510	Chlorine - 03/05/2021	2,251.25
341	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	36703	Chlorine Deposit Return - 03/10/2021	(300.00)
342	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	36704	Chlorine Deposit Return - 03/10/2021	(300.00)

City of Des Plaines

Warrant Register 07/06/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
343	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	40448	9 Chlorine Tanks - 06/09/2021	1,479.88
Total 550 - Water Systems						32,308.48

Division: 560 - Sewer Systems						
344	6015	Communication Services	1027 Call One	413238	Communication Service 06/15-07/14/2020	479.46
345	6195	Miscellaneous Contractual Services	1559 Continental Weather Svc	193754	Weather Forecasting - June 2021	150.00
346	6305	R&M Equipment	1202 Standard Equipment Co	W06428	Hydraulic Leak & Electrical Repairs - PW 8021 - 04/15/2021	8,206.03
347	7035	Supplies - Equipment R&M	1062 NAPA of Des Plaines	5741-798254	2 Filters - PW 8010	15.04
348	7035	Supplies - Equipment R&M	1564 EJ Equipment Inc	P29954	Replacement Cable - CCTV Camera	457.68
349	7035	Supplies - Equipment R&M	4328 Batteries Plus Bulbs (#490)	P40282721	5 Batteries & 2 Tenders - PW 8034, 8040, 8030, 8022, 5074	71.90
350	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_186791	Air Dryer & Fittings - PW 8020	373.49
351	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3023751381	2 Door Hinges - PW 8020	260.00
352	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-797802	Oil, Air, & Fuel Filters - PW 8010	78.10
353	7040	Supplies - Vehicle R&M	1043 WW Grainger Inc	9923656715	Flash Tube Light - PW 8020	49.24
354	7040	Supplies - Vehicle R&M	1202 Standard Equipment Co	P29411	Dust Cap - PW 8020	77.89
355	7040	Supplies - Vehicle R&M	4328 Batteries Plus Bulbs (#490)	P40282721	5 Batteries & 2 Tenders - PW 8034, 8040, 8030, 8022, 5074	194.26
356	7075	Supplies - Sewer System Maintenance	1162 Vollmar Clay Products Inc	184834	Sanitary Structure Parts	617.00
357	7075	Supplies - Sewer System Maintenance	1072 Prairie Material	890033924	1.0 Cu Yd Concrete - Kylemore & 1258 Perry - 06/02/2021	123.25
Total 560 - Sewer Systems						11,153.34

Division: 580 - CIP - Water/Sewer						
358	6000	Professional Services	2506 Trotter & Associates Inc	18480	Panel Investigation - Central PS - 05/01-05/31/2021	104.00
359	6000	Professional Services	2506 Trotter & Associates Inc	18481	TO#11 Water Sys Trans Main Improve - 05/01-05/31/2021, R-65-21	23,616.50
360	6000	Professional Services	1606 Dixon Engineering Inc	21-8082	T-Mobile Inspection - Dulles Tank - 05/21/2021	1,150.00
361	6000	Professional Services	1606 Dixon Engineering Inc	21-8083	T-Mobile Inspection - Holy Family Tank - 04/13/2021	1,150.00

City of Des Plaines

Warrant Register 07/06/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
362	6000	Professional Services	1647 RJN Group Inc	35460601	TO#6 Stormwater Plan Phase 1 - 05/03-05/28/2021, R-18-20
Total 580 - CIP - Water/Sewer					29,003.00

Total 00 - Non Departmental	72,464.82
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Department: 30 - Finance					
363	6000	Professional Services	2943 Crowe LLP	707-2428821	Auditing Services for Tax Year 2020 (2nd of 3 Years)
Total 30 - Finance					15,200.00

Total 500 - Water/Sewer Fund	87,664.82
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Fund: 510 - City Owned Parking Fund					
364	6000	Professional Services	2785 Walker Parking Consultants/Engineers Inc	310091320003	Maint on Metro & Library Pkg Decks-05/01-05/27/2021, R-205-19
365	6015	Communication Services	1027 Call One	413238	Communication Service 06/15-07/14/2020
366	6015	Communication Services	1027 Call One	413238	Communication Service 06/15-07/14/2020
367	6320	R&M Parking Lots	2350 Anderson Elevator Co	INV-42829-T7G9	Elevator Maintenance for June 2021
368	7060	Supplies - Parking Lots	1057 Menard Incorporated	80733	Paint for Parking Deck Graffiti Areas
369	7060	Supplies - Parking Lots	1550 Addison Building Material Co	952540	Aluminum Bar for Library Deck
370	7060	Supplies - Parking Lots	1043 WW Grainger Inc	9917849805	Clearance Bars for Library Parking Deck
371	7060	Supplies - Parking Lots	1043 WW Grainger Inc	9928964122	Clearance Bars for Metropolitan Parking Deck
Total 510 - City Owned Parking Fund					3,692.62

Fund: 600 - Risk Management Fund					
372	6005	Legal Fees	8133 Elrod Friedman LLP	4380	5-21 Non-Retainer PSEBA Proceedings
Total 600 - Risk Management Fund					484.50

Fund: 610 - Health Benefits Fund					
373	6195	Miscellaneous Contractual Services	4651 Perspectives	98818	Employee Assistance Program 06/01-06/30/2021
Total 610 - Health Benefits Fund					620.00

Fund: 700 - Escrow Fund					
374	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	185813	Public Notice for 6/22/2021 PZB Meeting - Published 6/2/21
375	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	185813	Public Notice for 6/22/2021 PZB Meeting - Published 6/2/21

City of Des Plaines

Warrant Register 07/06/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
376	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	185813	Public Notice for 6/22/2021 PZB Meeting - Published 6/2/21	82.22
377	2493	Escrow - CED Development	8133 Elrod Friedman LLP	4364	5-21 Reimb Redevelopment	187.50
378	2493	Escrow - CED Development	8133 Elrod Friedman LLP	4365	5-21 Reimb Redevelopment	280.00
379	2493	Escrow - CED Development	8133 Elrod Friedman LLP	4366	5-21 Reimb Redevelopment	640.00
380	2493	Escrow - CED Development	8133 Elrod Friedman LLP	4367	5-21 Reimb Redevelopment	487.50
381	2493	Escrow - CED Development	8133 Elrod Friedman LLP	4388	5-21 Non-Retainer Matters	55.00
382	2493	Escrow - CED Development	8133 Elrod Friedman LLP	4388	5-21 Non-Retainer Matters	382.50
383	2493	Escrow - CED Development	8133 Elrod Friedman LLP	4388	5-21 Non-Retainer Matters	255.00
384	2493	Escrow - CED Development	8133 Elrod Friedman LLP	4388	5-21 Non-Retainer Matters	55.00
Total 700 - Escrow Fund						2,589.16
Grand Total						1,967,759.04

City of Des Plaines

Warrant Register 07/06/2021

Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund					
City Administration					
Division: 230 - Information Technology					
385	6015	Communication Services	1010 AT&T Mobility	28702533395906 21 Communication Service 05/04-06/03/2021	135.69
Total 230 - Information Technology					135.69
Division: 250 - Human Resources					
386	5345	Post-Employment Testing	7857 Language Testing International Inc	L43946-IN-R Language Testing Services 04/26/2021 - Replaces ACH 10290	124.00
387	5560	Unemployment Claims	1048 IDES IL Dept of Employment Security	0800793-Q1-2021 Unemployment Claims Paid 01/01-03/31/2021 - Acct 0800793	4,489.00
Total 250 - Human Resources					4,613.00
Total 20 - City Administration					4,748.69
Public Works & Engineering					
Division: 535 - Facilities & Grounds Maintenance					
388	7110	Natural Gas	1064 Nicor	05/13/21 x507801 Natural Gas Service 04/14-05/12/2021	481.97
389	7110	Natural Gas	1064 Nicor	05/13/21 x550488 Natural Gas Service 04/14-05/12/2021	40.27
390	7110	Natural Gas	1064 Nicor	05/13/21 x603131 Natural Gas Service 04/14-05/12/2021	39.53
391	7110	Natural Gas	1064 Nicor	05/17/21 x600008 Natural Gas Service 04/16-05/16/2021	83.16
Total 535 - Facilities & Grounds Maintenance					644.93
Division: 540 - Vehicle Maintenance					
392	6115	Licensing/Titles	1744 IL Secretary of State	VIN 60870A 1 Set of M Plates for VIN 60870	8.00
Total 540 - Vehicle Maintenance					8.00
Total 50 - Public Works & Engineering					652.93
Police Department					
Division: 630 - Support Services					
393	6015	Communication Services	1009 AT&T	847R18054605-21 Communication Service 05/28-06/27/2021	63.55
Total 630 - Support Services					63.55
Total 60 - Police Department					63.55
Total 100 - General Fund					5,465.17

City of Des Plaines

Warrant Register 07/06/2021

Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 410 - Equipment Replacement Fund					
Department: 70 - Fire Department					
394	8020	Vehicles	1501 Foster Coach Sales Inc	PN 19775 2021 Freightliner Horton Ambulance R-131-20	272,037.00
Total 70 - Fire Department					272,037.00
Total 410 - Equipment Replacement Fund					272,037.00
Fund: 430 - Facilities Replacement Fund					
395	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2512508 Stain for Theatre	19.56
396	8025	Buildings	3126 Keller Williams Realty Partners	1319 E Oakton St Earnest Money for Purchase of 1319 E Oakton Street	5,000.00
Total 430 - Facilities Replacement Fund					5,019.56
Grand Total					282,521.73

City of Des Plaines

Warrant Register 07/06/2021

JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fund: 100 - General Fund						
Elected Office						
Division: 110 - Legislative						
397	7200	Other Supplies	1228 Pesche's Inc	PC - 31412	05/31/2021 Memorial Day Service Ceremonial Wreath	250.00
398	7310	Publications	1050 Journal & Topics Newspapers	PC - 31411	May 2021 Online Newspaper Subscription-Mayor's Office	5.99
Total 110 - Legislative						255.99

Division: 120 - City Clerk						
399	7310	Publications	1050 Journal & Topics Newspapers	PC - 31442	Online Subscription to Journal and Topics 05/29/2021-05/28/2022- City Clerk	66.00
Total 120 - City Clerk						66.00

Total 10 - Elected Office						321.99
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City Administration						
Division: 210 - City Manager						
400	5310	Membership Dues	1485 ILCMA - IL City/County Management Assoc	PC - 31451	Membership-City Mgr to IL City/County Mgmt Assoc 7/1/21-6/30/22	550.75
401	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	PC - 31452	Video Conferencing Subscription from 5/26/21-6/25/21	14.99
Total 210 - City Manager						565.74

Division: 230 - Information Technology						
402	6000	Professional Services	4444 Misc Vendor for Procurement Card	PC - 31484	Hosting Services for IT Department 04/19-04/30/2021	2.08
403	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	PC - 31483	Zoom Webinar Subscription 4/30/2020 - 5/29/2021	40.00
404	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 31485	Monthly Secure Express Renewal 6/3-7/1/2021	7.99
405	7200	Other Supplies	4348 Amazon.Com	PC - 31489	5A and 10A Fuses for IT Department	10.98
406	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31487	PowerBear 25 and 50 Foot HDMI Cables for City Use	166.97
407	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31488	Samsung 65 Inch TV for 6th Floor	744.99
408	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31490	Dell Power Adapters for IT Department	70.00
409	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31491	Logitech USB Cameras, Mice and Keyboards for City Use	537.29
410	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31492	Dual Band Wi-Fi Antennas for IT Department	37.56
411	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31493	Seagate 10TB Hard Drives for IT Department	738.00

City of Des Plaines

Warrant Register 07/06/2021

JPMorgan Chase

Line #	Account		Vendor	Invoice	Invoice Description	Amount
412	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31494	CAT6 Plenum Cable for IT Department	190.20
413	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31495	PowerBear 10 Foot HDMI Cables for City Use	28.99
Total 230 - Information Technology						2,575.05

Division: 240 - Media Services						
414	6000	Professional Services	1611 Allegra Marketing, Print & Mail/Insty-Prints	PC - 31446	Professional Signage for City Facilities 05/14/2021	141.75
415	6108	Public Relations & Communications	2031 Rebel's Trophies Inc	PC - 31445	Crystal Gift for Outgoing Elected Official 05/17/2021	100.00
416	6108	Public Relations & Communications	1050 Journal & Topics Newspapers	PC - 31447	Sponsorship for Special Graduation Section 05/19/2021	50.00
417	6108	Public Relations & Communications	1069 Paddock Publications Inc	PC - 31448	Ad for Chamber of Commerce Business Directory July 2021	202.80
418	6195	Miscellaneous Contractual Services	6873 ArchiveSocial Inc	PC - 31417	PO 2021-214 Annual Fee-Soc Media Archiving 6/1/2021-5/31/2022	2,988.00
419	6195	Miscellaneous Contractual Services	5096 iStock	PC - 31419	iStock Essentials 25/Pkg for Illustration Rights 4/29-5/28/2021	65.00
420	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	PC - 31450	Media Services Webinar Subscription 05/30-06/29/2021	40.00
421	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31449	Media Services Camera Tripod	54.89
422	8010	Furniture & Fixtures	2016 Signarama	PC - 31444	Engraved Name Plates for New Aldermen 05/13/2021	47.25
Total 240 - Media Services						3,689.69

Division: 250 - Human Resources						
423	7550	Miscellaneous Expenses	5500 4imprint Inc	PC - 31416	Printing of 50 Branded Lunchboxes for New Hires 05/03/2021	335.88
424	7550	Miscellaneous Expenses	6503 Amazing Breads & Cakes LLC	PC - 31435	2021 Public Service Recognition Week Cookies for Employees	360.00
Total 250 - Human Resources						695.88

Total 20 - City Administration						7,526.36
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Department: 30 - Finance						
425	7000	Office Supplies	4348 Amazon.Com	PC - 31497	1 Pack of Pens - Finance	19.25
426	7000	Office Supplies	4348 Amazon.Com	PC - 31498	1 Mesh Business Card Holder - Finance	29.70
427	7000	Office Supplies	4348 Amazon.Com	PC - 31499	1 Pack of Permanent Markers and 1 Pack of Post-It Notes-Finance	18.99
428	7000	Office Supplies	4348 Amazon.Com	PC - 31500	2 Packs of Dry Erase Markers - Finance	9.98

City of Des Plaines

Warrant Register 07/06/2021

JPMorgan Chase

Line #	Account		Vendor	Invoice	Invoice Description	Amount
429	7200	Other Supplies	4348 Amazon.Com	PC - 31501	1 Pack of K-Cup Pods - Finance	79.50
430	7200	Other Supplies	4348 Amazon.Com	PC - 31502	1 Can of Ground Coffee - Finance	12.50
431	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31503	3 Mini Desk Fans - Finance	41.94
432	8010	Furniture & Fixtures	4348 Amazon.Com	PC - 31496	1 Office Chair Mat - Finance	47.43
Total 30 - Finance						259.29

Community Development						
Division: 410 - Building & Code Enforcement						
433	5325	Training	1452 IACE - IL Association of Code Enforcement	PC - 31437	IACE Training - 7/14/21 - Code Enforcement Insp	17.55
434	5325	Training	1452 IACE - IL Association of Code Enforcement	PC - 31438	IACE Training - 7/14/21 - Code Enforcement Coord	17.55
435	5325	Training	1452 IACE - IL Association of Code Enforcement	PC - 31439	IACE Training - 7/14/21 - Code Enforcement Insp	17.55
436	7320	Equipment < \$5,000	4444 Misc Vendor for Procurement Card	PC - 31440	Temperature Strips for Health Inspections	33.22
Total 410 - Building & Code Enforcement						85.87

Division: 420 - Planning & Zoning						
437	7200	Other Supplies	5055 Office Max	PC - 31441	Cleaning Supplies/Desk Organization	61.96
Total 420 - Planning & Zoning						61.96

Division: 430 - Economic Development						
438	6110	Printing Services	2016 Signarama	PC - 31436	2 Yard Signs for Neighborhood Meeting 05/04/2021	38.00
Total 430 - Economic Development						38.00

Total 40 - Community Development						185.83
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Public Works & Engineering						
Division: 100 - Administration						
439	5310	Membership Dues	1753 American Public Works Association - APWA	PC - 31405	10 Membership Dues - 06/01/21-05/31/22	1,800.00
440	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	PC - 31406	Zoom Subscription 5/7/21 to 6/6/21	14.99
441	7200	Other Supplies	4348 Amazon.Com	PC - 31408	Wire Harnesses for Cameras	149.80
442	7200	Other Supplies	4348 Amazon.Com	PC - 31409	Dash-Cams for Vehicles	573.72
443	7200	Other Supplies	4348 Amazon.Com	PC - 31410	Memory Cards for Cameras	414.60
Total 100 - Administration						2,953.11

Division: 520 - Geographic Information Systems						
444	6300	R&M Software	1287 ESRI Environmental Systems Research Institute Inc	PC - 31423	1-ArcGIS Online Field Worker Term License 05/17/2021-02/25/2022	76.52
Total 520 - Geographic Information Systems						76.52

City of Des Plaines

Warrant Register 07/06/2021

JPMorgan Chase

Line #	Account		Vendor	Invoice	Invoice Description	Amount
Division: 530 - Street Maintenance						
445	5310	Membership Dues	5441 International Society of Arboriculture	PC - 31432	Arborist Recertification-Membership 2021	120.00
446	7050	Supplies - Streetscape	1228 Pesche's Inc	PC - 31407	Bulk Plants for Downtown Streetscape	86.98
447	7050	Supplies - Streetscape	4830 Lowe's	PC - 31466	Replacement Wood Liners for Streetscape Planter Boxes	194.94
Total 530 - Street Maintenance						401.92

Division: 535 - Facilities & Grounds Maintenance						
448	6315	R&M Buildings & Structures	4633 Walgreen Co	PC - 31418	Five 11x14 Prints of Elected Officials Photos-City Hall Display	54.95
449	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	PC - 31415	Outlets and Water for City Hall	11.40
450	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	PC - 31467	Connectors for Door Lock Systems @ City Hall	35.76
Total 535 - Facilities & Grounds Maintenance						102.11

Division: 540 - Vehicle Maintenance						
451	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 31422	Tool Box Brackets	68.66
Total 540 - Vehicle Maintenance						68.66

Total 50 - Public Works & Engineering						3,602.32
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Police Department						
Division: 610 - Uniformed Patrol						
452	5325	Training	1470 IL Tactical Officers Assoc	PC - 31428	Trauma Self Aid/ Buddy Aid Class, 1 Officer 5/7/2021	500.00
Total 610 - Uniformed Patrol						500.00

Division: 630 - Support Services						
453	7000	Office Supplies	4348 Amazon.Com	PC - 31473	Pens	18.15
454	7000	Office Supplies	4348 Amazon.Com	PC - 31474	Pens, Memo Pads, Sticky Notes	40.89
455	7000	Office Supplies	4348 Amazon.Com	PC - 31478	Notebooks	26.69
456	7000	Office Supplies	4348 Amazon.Com	PC - 31480	10 Packs of DVD-R	745.10
457	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31472	Little Easy Lock Out Tool	21.49
458	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31475	Refund for Little Easy Lock Out Tool	(21.49)
459	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31477	Big Easy Lock Out Tool	77.20
460	7500	Postage & Parcel	1566 UPS Store The	PC - 31476	Rifle Light Sent for Repair	15.87
Total 630 - Support Services						923.90

Total 60 - Police Department						1,423.90
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City of Des Plaines

Warrant Register 07/06/2021

JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fire Department					
Division: 100 - Administration					
461	5320	Conferences	1743 IL Fire Chiefs Association	PC - 31470 IL Fire Chiefs Association Symposium Registration 5/14/21-DC	60.00
462	7000	Office Supplies	4239 Anderson Safford	PC - 31471 Fire Department Accounts Payable Stamper	64.80
Total 100 - Administration					124.80

Division: 710 - Emergency Services					
463	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 31453 Paramedic License Renewal 5/31/21-5/31/25 - 1 Lieutenant	41.00
464	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 31454 Lead Instructor License Renewal 5/31/21-5/31/25 - 1 Paramedic	21.00
465	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 31455 Paramedic License Renewal 5/31/21-5/31/25 - 1 Paramedic	41.00
466	7200	Other Supplies	4390 Restaurant Depot	PC - 31456 Kitchen Supplies-Station 61	56.21
Total 710 - Emergency Services					159.21

Total 70 - Fire Department					284.01
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Department: 75 - Fire & Police Commission					
467	7550	Miscellaneous Expenses	5888 Jimmy Johns	PC - 31424 Meals for Sgt Assessors 5/18/2021	124.48
468	7550	Miscellaneous Expenses	5288 Dunkin Donuts, Inc	PC - 31425 Meals for Sgt Assessors 5/18/2021	78.08
469	7550	Miscellaneous Expenses	5288 Dunkin Donuts, Inc	PC - 31426 Refund Meals for Sgt Assessors 5/18/2021	(86.19)
470	7550	Miscellaneous Expenses	5888 Jimmy Johns	PC - 31427 Meals for Sgt Assessors 5/20/2021	125.27
471	7550	Miscellaneous Expenses	4745 Buona Beef Rosemont	PC - 31479 Meals for Sgt Assessors 5/19/2021	96.27
Total 75 - Fire & Police Commission					337.91

Total 100 - General Fund					13,941.61
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Fund: 260 - Asset Seizure Fund					
Program: 2640 - Forfeit					
472	6115	Licensing/Titles	1744 IL Secretary of State	PC - 31481 2021 Squad # 73 Vehicle Registration	154.40
473	6115	Licensing/Titles	1744 IL Secretary of State	PC - 31482 2021 Squad # 72 Vehicle Registration	154.40
474	7200	Other Supplies	5010 Petsmart Home Office, Inc	PC - 31443 Food/Treats for K9 Jager 5/20/2021	59.99
Total 2640 - Forfeit					368.79

Total 260 - Asset Seizure Fund					368.79
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Fund: 420 - IT Replacement Fund					
475	8000	Computer Software	4348 Amazon.Com	PC - 31486 APC Battery Replacement for IT Department	297.50
Total 420 - IT Replacement Fund					297.50

City of Des Plaines

Warrant Register 07/06/2021

JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fund: 430 - Facilities Replacement Fund						
476	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	PC - 31413	Building Supplies for Theatre	1,255.24
477	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	PC - 31414	Glass Blocks for Theatre	82.40
478	7045	Supplies - Building R&M	8258 Accoustic Ceiling Products LLC	PC - 31429	Grid Covers for Second Floor of Theatre	1,333.25
479	7045	Supplies - Building R&M	4444 Misc Vendor for Procurement Card	PC - 31430	Ceiling Border Tiles for Theatre	1,345.50
480	7045	Supplies - Building R&M	8258 Accoustic Ceiling Products LLC	PC - 31431	Wall Grids for Theatre	98.00
481	7045	Supplies - Building R&M	4444 Misc Vendor for Procurement Card	PC - 31433	Ceiling Border Tiles for Theatre	448.50
482	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	PC - 31434	Glass Block Supplies for Theatre	172.11
483	7045	Supplies - Building R&M	8375 Tile Shop LLC, The	PC - 31461	Tile for Theatre	1,548.00
484	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 31462	New Bathroom Temporary Sink for Theatre	99.99
485	7045	Supplies - Building R&M	4444 Misc Vendor for Procurement Card	PC - 31463	Stain for Ceiling at Theatre	178.20
486	7045	Supplies - Building R&M	4444 Misc Vendor for Procurement Card	PC - 31464	Stain for Plywood for Theatre	50.60
487	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 31465	Chimney Cap for Theatre	99.79
488	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	PC - 31468	Return - Glass Blocks, Anchors, Sealant for Theatre	(61.80)
489	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	PC - 31469	Glass Blocks for Theatre	410.40
Total 430 - Facilities Replacement Fund						7,060.18
Fund: 500 - Water/Sewer Fund						
Division: 550 - Water Systems						
490	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 31420	Return - Water Pump	(246.21)
491	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 31421	Water Pump	247.70
Total 550 - Water Systems						1.49
Total 500 - Water/Sewer Fund						1.49
Grand Total						21,669.57

City of Des Plaines

Warrant Register 07/06/2021

Summary

	<u>Amount</u>	<u>Transfer Date</u>
Automated Accounts Payable	\$ 1,967,759.04 *	7/6/2021
Manual Checks	\$ 282,521.73 *	6/18/2021
Payroll	\$ 1,292,519.69	6/18/2021
RHS Payout	\$ -	
Electronic Transfer Activity:		
JPMorgan Chase Credit Card	\$ 21,669.57 *	6/25/2021
Chicago Water Bill ACH	\$ 126,683.14	6/30/2021
Postage Meter Direct Debits	\$ 4,419.49	6/10/2021
Utility Billing Refunds	\$ -	
Debt Interest Payment	\$ -	
IMRF Payments	\$ -	
Employee Medical Trust	\$ -	
Total Cash Disbursements:	<u>\$ 3,695,572.66</u>	

* Multiple transfers processed on and/or before date shown

** See attached report

Adopted by the City Council of Des Plaines

This Sixth Day of July 2021

Ayes _____ Nays _____ Absent _____

Jessica M. Mastalski, City Clerk

Andrew Goczkowski, Mayor



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: June 25, 2021

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

From: Michael McMahon, Director of Community and Economic Development *mm*
Jonathan Stytz, Planner *JS*

Subject: Consideration of Conditional Use for a Commercially Zoned Assembly Use at 69-79 Broadway Street, Case #21-009-CU (7th Ward)

Issue: The petitioner is requesting a Conditional Use under Section 12-7-3(K)(3) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a Commercially Zoned Assembly use in the C-3 zoning district at 69-79 Broadway Street.

Analysis:

Address: 69-79 Broadway Street

Petitioner: Steven Bonica, 732 W. Algonquin Road, Arlington Heights, IL 60005

Owner: Harriet Denisewicz, Chicago Title Land Trust Company, 10 S. LaSalle Street, Suite 2750, Chicago, IL 60604

Case Number: 21-009-CU

Real Estate Index Numbers: 09-07-418-016-0000; -017; -018; -019

Ward: #7, Alderman Patsy Smith

Existing Zoning: C-3, General Commercial District

Existing Land Use: Vacant Building

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

Surrounding Land Use: North: Vacant Building
South: Multi-Unit Residential Building
East: Single Family Residences
West: Electrician (Commercial)/Vacant Building

Street Classification: Broadway Street is classified as a Local Street.

Comprehensive Plan: The Comprehensive Plan designates this site as Higher Density Urban Mix with Residential.

Project Description: The petitioner, Steven Bonica, has requested a Conditional Use Permit to operate a Community Center, Romanian Heritage Center NFP, at 69-79 Broadway Street. A community center is classified as a Commercially Zoned Assembly use, which is a conditional use in the C-3, General Commercial District. The subject properties are located within the C-3 zoning district, along Broadway Street between Cumberland Circle and the Cumberland Metra Station. The four subject properties contain a multi-unit, one-story building spanning all four lots, each with a separate PIN, with on-street parking in the front and a small accessory parking area at the rear as shown in the Plat of Survey for 69-73 Broadway Street (Attachment 3), the Plat of Survey for 75-79 Broadway Street (Attachment 4), and the following table.

Address	PIN	Zoning District
69 Broadway Street	09-07-418-019-0000	C-3, General Commercial
73 Broadway Street	09-07-418-018-0000	C-3, General Commercial
75 Broadway Street	09-07-418-017-0000	C-3, General Commercial
79 Broadway Street	09-07-418-016-0000	C-3, General Commercial

The petitioner plans to completely remodel the interior of the existing building to locate a library/multi-purpose room, office areas, inaccessible Romanian heritage exhibit areas, conference room, kitchen area, restrooms, and storage areas based on the Floor Plan (Exhibit C). The petitioner's proposal does not include any changes to the outside of the building with the exception of new landscaping and signage at the front of the building. The dumpster for this suite will be stored inside the building except on trash collection days. The Romanian Heritage Center NFP will be open on Monday through Friday from 8 am to 7 pm as a research and tutoring center, as denoted in the Proposed Activities, Programs, and Parking Plan (Attachment 5) and the Proposed Schedule of Activities (Attachment 6). A maximum of two to three employees will be on site at a given time hosting a maximum of eight to ten sessions throughout the week with up to twelve students per session. This location will host evening meetings for the Board of Directors and Leadership Advisory Council with up to 20 people and various events once or twice a month. The proposed events include fellowship groups, commemorative and cultural events, exhibitions, concerts, community meetings, conferences, and seminars that are coordinated with the nearby Romanian Baptist Church of Chicago located at 484 E. Northwest Highway. See the Project Narrative (Exhibit A) for more details.

The following parking regulations apply to this request pursuant to Section 12-9-7 of the Des Plaines zoning Ordinance:

- One parking space for 200-square feet of gross activity area for community centers, banquet halls, and membership organizations; and
- One parking space for every 250-square feet of gross floor area for office areas.

Thus, a total of 19 off-street parking spaces are required including one handicap accessible parking space. The Site Plan (Exhibit B) shows the proposed parking area at the rear of the building, which is designed to accommodate 13 parking spaces and one handicap parking on the subject property. The petitioner intends to utilize a portion of the parking lot at the nearby Romanian Baptist Church of Chicago located at 484 E. Northwest Highway to accommodate the remaining required spaces and for monthly or bimonthly events. The proposal also includes the utilization of a valet service to address parking concerns, especially during events where 50-100 patrons could be in attendance. Staff has added a condition that the petitioner must obtain, execute, and submit a collective parking agreement with the nearby Romanian Baptist Church to staff to address all parking requirements pursuant to Sections 12-9-3 and 12-9-7 of the Des Plaines Zoning Ordinance.

Compliance with the Comprehensive Plan

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

- **Future Land Use Plan:**
 - This property is designated as Higher Density Urban Mix with Residential on the Future Land Use Plan. The Future Land Use Plan strives to create a well-balanced development area with a healthy mixture of commercial and residential uses. While the proposed use does not have a retail component, the petitioner will enhance the subject property by renovating the existing vacant building to make it an asset in the City of Des Plaines as a whole.
 - The subject property is located along Broadway Street near the defined Northwest Highway and Golf Road commercial corridors in Des Plaines surrounded by commercial and residential development. The request would transform the existing vacant building into a community center that could help bridge the gap between the residences and commercial development in this area and bring benefits to the community as a whole.

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

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

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

Comment: The proposed community center is classified as a Commercially Zoned Assembly use. A Commercially Zoned Assembly use is a conditional use in the C-3 zoning district. Please see the petitioner's responses to Standards for Conditional Uses.

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

Comment: The proposed community center repurposes an existing vacant building, which helps to achieve the goal of the Comprehensive Plan to foster and improve commercial developments. This proposal can also provide another asset to the community through the promotion of cultural diversity, which the Comprehensive Plan strives to preserve and foster. Please see the petitioner's responses to Standards for Conditional Uses.

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

Comment: The proposed community center will not redevelop the existing vacant building in a way that would not be harmonious and appropriate in appearance to surrounding development since the petitioner does not plan to alter the building's exterior. Instead, the proposal includes additional landscaping in front of the building and parking area improvements at its rear to improve the aesthetic appearance of the property. Please see the petitioner's responses to Standards for Conditional Uses.

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

Comment: The proposed community center will not be hazardous or disturbing to the existing neighborhood uses since all of its operations will take place inside the building. The petitioner has proposed off-street parking spaces at the rear of the building and will provide a collective parking agreement with the nearby Romanian Baptist Church to utilize a portion of their parking spaces to meet parking standards and handle any overflow parking during events. Please see the petitioner's responses to Standards for Conditional Uses.

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

Comment: The existing building is adequately served by essential public facilities and services through property access from a rear alley, on street parking in the front, and municipal services. Staff does not feel that the proposed community center will alter the existing service of this property. Please see the petitioner's responses to Standards for Conditional Uses.

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

Comment: The existing building does not create excessive additional requirements at the public expense for public facilities and services. Staff does not feel that the proposed community center will create excessive additional requirements for public facilities and service, as the size and location of the existing building remain the same. Please see the petitioner's responses to Standards for Conditional Uses.

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

Comment: The proposed community center operations will not produce excessive production of traffic, noise, smoke fumes, glare, or odors since all operations will take place inside the building and consist of smaller groups of people. The anticipated events that will occur on occasion once or twice during the month will be scheduled and planned in coordination with the Romanian Baptist Church to ensure adequate parking is provided. Please see the petitioner's responses to Standards for Conditional Uses.

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

Comment: The proposed community center will have parking and property access concentrated at the rear of building with some parking in the front of the building. Staff feels that the proposed parking and access to the site is sufficient during normal operations, but has required a collective parking agreement to be established and executed between the proposed Romanian Heritage Center NFP and the Romanian Baptist Church to accommodate events with larger vehicular and pedestrian traffic. The proposal includes the use of a valet to allow patrons to drop off their vehicle on site and have it parked in the existing Romanian Baptist Church parking lot during events. Please see the petitioner's responses to Standards for Conditional Uses.

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

Comment: The proposed community center will not result in the destruction, loss, or damage of natural, scenic, or historic features since the property is already developed with the building and parking area. In addition, the subject building is not listed as a historic significant structure. Please see the petitioner's responses to Standards for Conditional Uses.

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

Comment: The proposed community center will comply with all other regulations in the Zoning Ordinance. The conditional use for the Commercially Zoned Assembly use will be the only entitlement necessary for the proposed community center request as presented. Please see the petitioner's responses to Standards for Conditional Uses.

Planning and Zoning Board Review: The Planning and Zoning Board met on June 8, 2021 to consider a Conditional Use Amendment under Section 12-7-3(K) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a commercially zoned assembly use for the property located at 69-79 Broadway Street in the C-3, General Commercial district.

The petitioner presented a detailed description of the proposed Romanian Cultural Center defining it as a social and religious gathering place for tutoring through before and after school programs and research. He mentioned that they currently have a program at a school in Niles but that there is no stand-alone Romanian cultural center that owns its own building in the Chicagoland area. The petitioner described that the proposed use would assist in children's education and provide them with the resources that they need to succeed. He added that the proposed cultural center would include a library with Romanian literature, which is critical to their organization. The petitioner added that they would have larger gatherings one to two times a month on the weekends for various activities, such as conferences, community meetings, fellowship groups, concerts, commemorative and cultural events, exhibitions, and seminars. He added that they are working with the Romanian Baptist Church and other neighboring businesses to accommodate additional parking spaces for these events.

The Planning and Zoning Board (PZB) Members asked about the maximum capacity for the building; if a traffic study was required; where will the drop-off area be located for the large gatherings; and about collective parking agreements with surrounding businesses.

Community and Economic Development staff summarized the staff report and recommended approval of the request with the condition that a collective parking agreement with a neighboring business is obtained by the petitioner for operation of this proposed use. CED staff acknowledged that the traffic study was waived for this request, as a traffic study was not deemed necessary for this site.

One member of the public spoke on this petition with concerns regarding commercial business employees and patron parking in front of resident entrances on Yale Court asking how the petitioner will ensure that parking

for large events on the subject property will not be in residential areas. There were also concerns regarding the proposed valet service, particularly where patrons would wait for the valet service. This individual noted that they thought the building was too small for the proposed use. A PZB member asked if there was restricted parking in this area. The individual responded that there were old signs but that parking has been an issue and that she has been working with the commercial businesses and reached out to the Police Department to resolve the issue. The petitioner responded that all valet operations will take place on the site and that all patrons would wait outside of the building on the subject property for their vehicle. He added that they are actively looking for additional parking options, including the potential purchasing of an open lot near the clinic off Golf Road.

The Planning and Zoning Board *recommended* (5-0) that the City Council *approve* the request with the condition that the petitioner enters into and executes a parking agreement to accommodate all required parking prior to the hosting of any events.

Recommendations: I recommend approval of Ordinance Z-39-21 for a Conditional Use request for a Commercially Zoned Assembly use at 69-79 Broadway Street based on a review of the information presented by the applicant and the findings made above, as specified in Section 12-3-4(E) (Standards for Conditional Uses) of the City of Des Plaines Zoning Ordinance with the condition that the petitioner enters into and executes a parking agreement to accommodate all required parking prior to the hosting of any events.

Attachments:

- Attachment 1: Petitioner's Responses to Standards
- Attachment 2: Location Map
- Attachment 3: Plat of Survey for 69-73 Broadway Street
- Attachment 4: Plat of Survey for 75-79 Broadway Street
- Attachment 5: Proposed Activities, Programs, and Parking Plan
- Attachment 6: Proposed Schedule of Activities
- Attachment 7: Site and Context Photos
- Attachment 8: Chairman Szabo Letter from Planning & Zoning Board to the Mayor and City Council
- Attachment 9: Excerpt of Minutes from the June 8, 2021 Planning and Zoning Board Meeting

Ordinance Z-39-21

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

STANDARDS FOR CONDITIONAL USES

The Planning and Zoning Board and City Council review the particular facts and circumstances of each proposed Conditional Use in terms of the following standards. Keep in mind that in responding to the items below, you are demonstrating that the proposed use is appropriate for the site and will not have a negative impact on surrounding properties and the community. Please answer each item completely and thoroughly (two to three sentences each).

1. The proposed conditional use is in fact a conditional use established within the specific zoning district involved;
 - a. We have consulted with Mr. Jonathan Stytz, Planner for the City of Des Plaines, about having the Romanian Heritage Center obtain an occupancy permit and applicable approvals required for functioning in the subjected building and he determined that our use qualifies as a "Commercially Zoned Assembly Use", and that a Conditional Use Application was required.
 - b. We have reviewed the zoning code and the table of uses and we have noted that there are other not-for-profit entities as well as non-commercial uses permitted already, by right, in the zoning district. Included in this list are libraries and media and print establishments, which are uses similar to the activities we will engage in. Our library will occasionally have public functions and host events on special occasions, mostly in the evenings and weekends. Otherwise, our regular use of the facilities will be as a reading room and research center with a limited attendance and only 2 or 3 employees in the facility at one time.
 - c. In addition to all of this, the Romanian Heritage Center NFP is a faith based religious organization and our assembly use in the zoning district is protected by the Religious Land Use and Institutionalized Persons Act, which requires among other things, that municipalities provide religious entities equal treatment and not impose zoning laws that substantially burden the religious exercise of religious assemblies.
2. The proposed conditional use is in accordance with the objectives of the city's comprehensive plan and this title;

The Board of Directors of the Romanian Heritage Center was very pleased to find out that the City of Des Plaines has established a 10-year vision of this community's desired physical environment, seeking to not only explore but also to promote new opportunities that reflect changes in the community and surrounding socioeconomic landscape.

We were further encouraged after reading Chapter 6 (Diversity & Inclusion) of the Des Plaines Comprehension Plan, which in its Vision Statement states that:

“The City of Des Plaines welcomes and celebrates its rich cultural history, drawing from its legacy as an immigrant-friendly community. By supporting and providing comprehensive resources for immigrant families and minority-owned businesses, Des Plaines will be primed to continue developing as a vibrant diverse community.” (Des Plaines Comprehensive Plan, page 49)

There are already a few businesses in the City of Des Plaines owned and/or managed by Romanian-Americans, all establishments contributing to the Des Plaines economy. The Romanian Heritage Center will further attract other businesses and investors to the City of Des Plaines, enabling our ethnic group to make a larger positive economic impact.

We totally agree with the recommendation in the Des Plaines Comprehensive Plan which states:

“Des Plaines should continue to celebrate and incorporate its rich cultural diversity by preserving the very things that makes it special: its people, character, and diversity. By celebrating the different backgrounds of its residents, there is an opportunity to create a stronger sense of community.” (Des Plaines Comprehensive Plan, page 49)

We are certain that through the educational programs, the youth programs and services, and through the cultural events that we will organize or host, the entire surrounding community will come to appreciate the value of the Romanian Heritage Center, thus becoming a valuable resource for anyone in the local community.

The Romanian Heritage Center NFP aims to be of service not only to the ethnic Romanian-Americans but also to anyone wishing to interact with our community and find out more about our religious culture and traditions. We are committed to provide exceptional service and to facilitate a great experience to all who wish to connect with us.

3. The proposed conditional use is designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity;
 - a. The proposed changes and design of the property will provide for reconditioning the façade and further enhance its appeal to make it even more attractive to the neighborhood landscape and architecture style. This particular property was a jewel in the neighborhood and our intent is to bring back its beauty with a touch of modernism, without compromising its unique architectural style.
 - b. Unfortunately, part of the building has been vacant for years while another part was just left as it was with very little maintenance, if any. This resulted in today’s overall look of the building (both properties subjected to our project) to have a look that shows neglect and required TLC. We would immediately attend to the exterior of the building, cleaning and restoring it, replacing the store front windows and in Phase 2 we would like to build an addition in the center of the property – a Glass Vestibule, which will further enhance the look of the whole block.
 - c. We are not planning to change the unique character of the property but rather to preserve it. We plan on renovating its interior as well, using the highest standards of construction methodology and providing for stellar facilities meant to attract people for its stylish ambiance.
 - d. Furthermore, the use of the property will be operated and maintained as an assembly use and certain assembly uses, like libraries, are already permitted in the zoning district.

4. The proposed conditional use is not hazardous or disturbing to existing neighboring uses;

The proposed conditional use of the property by the Romanian Heritage Center as an assembly place is certainly not hazardous nor disturbing to the existing neighboring uses. The occasional use of our Library and Multipurpose Room as a gathering place will be monitored closely and in accordance to any applicable restrictions, rules and regulations already in place by similar other not-for-profit religious entities as well as non-commercial uses permitted already by right in the zoning district.

5. The proposed conditional use is to be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or the persons or agencies responsible for the establishment of the proposed conditional use shall provide adequately any such services;

The use of the property can and will be served by the same services as have been provided in the past and there is no need to change any. The overall functioning of the building and its entire use will not call for any changes. It is important to note that the overall configuration and integrity of the property will not change, thus current drainage, refuse disposal, water and sewer will all stay the same. Streets are adequate, no additional police or fire protection is required.

6. The proposed conditional use does not create excessive additional requirements at public expense for public facilities and services and not be detrimental to the economic welfare of the community;

1. There will be no excessive additional requirements at public expense for public facilities and services as they already are more than adequate.

2. Although we are a religious not-for-profit entity, the zoning district already permits not-for-profit and non-commercial uses in the district. Therefore, our conditional use for assembly is similar in uses permitted in the zoning district, and it will not be detrimental to the economic welfare of the community. On the contrary, we believe that as we will draw people to the neighborhood, they will be attracted to establish new businesses in the area.

- a. As a matter of fact, we already are aware of a business group who wants to buy a property nearby to open a modern European Restaurant featuring some Romanian traditional culinary dishes as well, which will certainly be of economic welfare to the entire community.

- b. We are also aware of another family who wishes to establish a second location for their pastry shop, in addition to the one they have in the east end of Skokie.

- c. Then there is the group of partners who own an import & distribution warehouse specialized in European delicatessen unperishable products already located in Des Plaines, who wishes to establish a point of sale deli store in the proximity of the new Romanian Heritage Center.

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

The proposed conditional use calls for small assembly use, no manufacturing, therefore we will not be causing excessive production of noise, smoke, fumes, glare or odors.

While typically one might wonder on the implications of conditional assembly use on the traffic and/or parking, we will not be causing trouble for the neighbors nor the city's emergency vehicles. Our parking already consists of 12 parking spaces for our day-to-day use, which is sufficient. For special occasions when we will be hosting events, we will hire a valet parking attendant who will be managing the parking lot's use to its maximum capacity of 24 cars. If we will anticipate higher need for parking for exceptionally rare events, we will be working closely with the Romanian Baptist Church around the corner and will coordinate the use of needed additional parking spaces on their property. In such instances we will either have several valet parking attendants assisting our guests or will have shuttle vans to-and-from the church's parking lot and our property.

8. The proposed conditional use provides vehicular access to the property designed that does not create an interference with traffic on surrounding public thoroughfares;

The existing use of the property is currently already designed very well and we will accommodate and comply according to the existing plan, thus we will not create an interference with traffic on surrounding public thoroughfares.

9. The proposed conditional use does not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance; and

We are not aware of any presence of a natural, scenic, or historic feature of major importance anywhere near, nor any other public or private property of such kind that would be affected by our project in any way shape or form.

10. The proposed conditional use complies with all additional regulations in this title specific to the conditional use requested

We intend to comply with all the applicable regulations in this title specific to the conditional use requested and the zoning code.



0 250 500
ft

Print Date: 6/2/2021

Notes

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

U L I N I L L U S - - - - -

CHICAGO, ILLINOIS 60646

PHONE: 775-7755

LOTS 18 AND 19 IN BLOCK 14 IN H.M. CORNELL COMPANY'S CUMBERLAND, A SUBDIVISION OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO PART OF THE EAST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 12, NORTH OF THE CENTER LINE OF SEEGER'S ROAD CALLED ELK GROVE ROAD AND A RESUBDIVISION OF LOTS 1 AND 8 IN SEEGER'S SUBDIVISION RECORDED FEBRUARY 29, 1928 AS DOCUMENT 9940985.



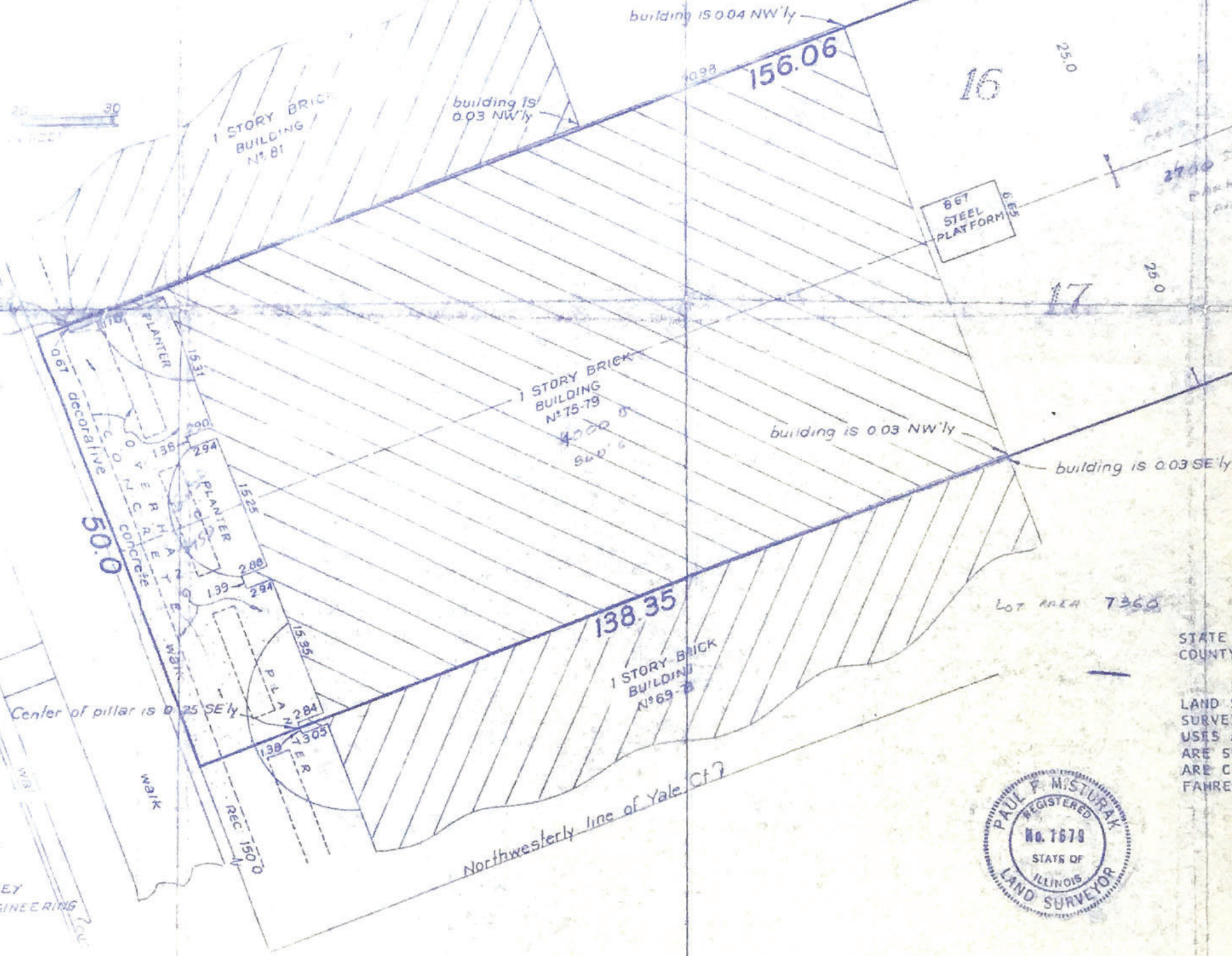
CERTIFIED SURVEY CO. PLAT OF SURVEY

5740 N ELSTON AVENUE CHICAGO, ILLINOIS 60646 PHONE: 775-7755

LOTS 16 AND 17 IN BLOCK 14 IN H.M. CORNELL COMPANY'S CUMBERLAND, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 12, NORTH OF THE CENTER LINE OF SEEGER'S ROAD CALLED ELK GROVE ROAD AND A RESUBDIVISION OF LOTS 7 AND 8 IN SEEGER'S SUBDIVISION RECORDED FEBRUARY 29, 1928 AS DOCUMENT 940985.



BROADWAY



STATE OF ILLINOIS
COUNTY OF COOK

I, PAUL F. MISTURAK, A REGISTERED ILLINOIS LAND SURVEYOR DO HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED ABOVE FOR THE USES AND PURPOSES THEREIN SET FORTH. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECT AT A TEMPERATURE OF 68 DEGREES FAHRENHEIT.



Paul F. Misturak
PAUL F. MISTURAK
REGISTERED ILLINOIS LAND SURVEYOR

ORDER N° 831452-A

DATE: MARCH 13, 1989

ORDERED BY: JIM MULDOWNY
FLETCHER ENGINEERING
COMPANY

ROMANIAN HERITAGE CENTER NFP

A. PROPOSED ACTIVITIES & PROGRAMS

The Romanian Heritage Center NFP plans to organize and host activities and programs aimed to implement its stated purposes, with the assistance of volunteers, and at times in partnership with other organizations from our community. Some of the activities and programs on our proposed agenda that we plan to have, contingent upon the budget and availability of funds, are as follows:

1. **ROMANIAN HERITAGE CLASSES**

Group A: for children 8-11 years old

To be held twice a month on Saturdays (1st & 3rd of each month) from 9 AM to 12 PM.

Class size: from 8 to max. 16 students.

Staff required: 2-3

2. **ROMANIAN HERITAGE CLASSES**

Group B: for children 11-14 years old

To be held twice a month on Saturdays (2nd & 4th of each month) from 9 AM to 12 PM.

Class size: from 8 to max. 16 students.

Staff required: 2-3

3. **ROMANIAN LANGUAGE CLASSES**

Group A: for children 8-11 years old

To be held twice a month on Tuesdays (1st & 3rd of each month) from 4 PM to 5 PM.

Class size: from 8 to max. 16 students.

Staff required: 2-3

4. **ROMANIAN LANGUAGE CLASSES**

Group B: for children 11-14 years old

To be held twice a month on Tuesdays (2nd & 4th of each month) from 4 PM to 5 PM.

Class size: from 8 to max. 16 students.

Staff required: 2-3

5. **ROMANIAN READING CLUB**

Group A: for children 8-11 years old

To be held twice a month on Thursdays (1st & 3rd of each month) from 4 PM to 5 PM.

Class size: from 8 to max. 16 students.

Staff required: 2-3

6. **ROMANIAN READING CLUB**

Group B: for children 11-14 years old

To be held twice a month on Thursdays (2nd & 4th of each month) from 4 PM to 5 PM.

Class size: from 8 to max. 16 students.

Staff required: 2-3

IMPORTANT NOTE: Children are dropped off and picked up at the end of the class. To avoid any disruptions of students' attention, there is absolutely no waiting on the premises.

7. **ENGLISH PROFICIENCY CLASS**
12 weeks modules for high school students.
To be held weekly on Mondays from 4 PM to 5 PM.
Class size: from 8 to max. 16 students.
Staff required: 2
8. **ESL ENGLISH CLASS**
12 weeks modules for adults.
To be held weekly on Wednesdays from 4 PM to 5 PM.
Class size: from 8 to max. 16 students.
Staff required: 2
9. **ADVANCED ENGLISH WRITING CLASS**
12 weeks modules for high school students.
To be held weekly on Fridays from 4 PM to 5 PM.
Class size: from 8 to max. 16 students.
Staff required: 2
10. **MATH TUTORING**
6 weeks modules for 8th grade students.
To be held weekly on Mondays from 5 PM to 6 PM.
Class size: from 8 to max. 16 students.
Staff required: 2
11. **MATH TUTORING**
6 weeks modules for 9th grade students.
To be held weekly on Tuesdays from 5 PM to 6 PM.
Class size: from 8 to max. 16 students.
Staff required: 2
12. **MATH TUTORING**
6 weeks modules for 10th grade students.
To be held weekly on Wednesdays from 5 PM to 6 PM.
Class size: from 8 to max. 16 students.
Staff required: 2
13. **MATH TUTORING**
6 weeks modules for 11th grade students.
To be held weekly on Thursdays from 5 PM to 6 PM.
Class size: from 8 to max. 16 students.
Staff required: 2
14. **MATH TUTORING**
6 weeks modules for 12th grade students.
To be held weekly on Fridays from 5 PM to 6 PM.
Class size: from 8 to max. 16 students.
Staff required: 2

15. MAN IN THE MIRROR

An inter-denominational Basic Life Principles series of weekly Bible studies and fellowship (aka: Christian Men in His Service), administered by the *Romanian Christian Television Network* of Chicago in partnership with the Romanian churches in the area.

To be held weekly on Fridays from 7 PM to 9 PM.

Group size: from 12 to max. 24 participants.

Staff required: 2

16. YOUTH BIBLE STUDY

An inter-denominational Basic Life Principles series of weekly studies and fellowship for college students, administered by *Selfless Faith* group of Chicago area.

To be held weekly on Thursdays from 7 PM to 9 PM.

Group size: from 12 to max. 24 participants.

Staff required: 2

17. WOMEN OF THE BIBLE

An inter-denominational Basic Life Principles series of weekly studies and fellowship for Christian women, administered by Prof. Simona Sabou, of *Grace College and Seminary*.

To be held weekly on Tuesdays from 7 PM to 9 PM.

Group size: from 12 to max. 24 participants.

Staff required: 2

18. CENACLUL RETRO

Quarterly concerts featuring Romanian folk music and poetry interpreted by local artists, with occasional appearances of special guests. Organized and administered by the *Cenacul Retro NFP*, a cultural organization in the Romanian community of Chicago. To be held once in three months (March, June, Sept., and Dec.) on 1st Saturdays from 6 PM to 9 PM.

Group size: from 40 to max. 80 participants.

Staff required: 4-6

19. CHICAGO'S ROMANIAN TALENT SEEKING SHOW

Quarterly events featuring Romanian music and poetry interpreted by young talents, with occasional appearances of special guests. Organized and administered by the *Cenacul Retro NFP*, a cultural organization in the Romanian community of Chicago, and the *Romanian Tribune Media Group*. To be held once in three months (Feb., May, Aug., and Nov.) on 1st Saturdays from 6 PM to 9 PM.

Group size: from 40 to max. 80 participants.

Staff required: 4-6

20. PROFESSIONAL CLUBS & ASSOCIATIONS MEETINGS

Hosting events for organizations such as: Romanian Bar Association, Association of Romanian-American Medical Professionals, Association of Romanian-American Academia, and the Association of Romanian-American Architects and Engineers. Each club may hold a quarterly meeting, thus totaling 12 events in one year, on 2nd Saturdays from 6 PM to 9 PM.

Group size: from 40 to max. 80 participants.

Staff required: 4-6

21. SEMI-ANNUAL FUNDRAISING DINNERS

Organizing and hosting fundraising dinners for the Romanian Heritage Center NFP, with participation of Special Guests and Speakers, some that are representing the Romanian Government and the local American governments (municipal, county, state, and federal).
Group size: from 100 to max. capacity allowed for participants.
Staff required: 6-8

22. FUNDRAISING EVENTS FOR OTHER ORGANIZATIONS

As need arises, based on availability of the facilities, we would like to assist other organizations and host their special events in the Library & Research Room. For example, we would like to host annual fundraising dinners for: Romanian Christian Television Network of Chicago, and the Little Samaritan Radio Network of Chisinau - Rep. of Moldova.
Group size: from 100 to max. capacity allowed for participants.
Staff required: 6-8

23. NATIONAL DAY OF ROMANIA CELEBRATION

This event takes place on or around the National Day of Romania, December 1st, and is organized in partnership with the Consulate General of Romania in Chicago and the Romanian Churches from Greater Chicago Area.
Group size: from 100 to max. capacity allowed for participants.
Staff required: 6-8

24. CHRISTMAS CAROLS CONCERT

This special event takes place around the Christmas Holiday and is organized in partnership with the Romanian Churches of Chicago and the Romanian Christian Television Network.
Group size: from 100 to max. capacity allowed for participants.
Staff required: 6-8

IMPORTANT NOTE:

The activities and programs described above are going to be offered based on the needs identified in our community and surrounding neighborhood, considering our proposed limited budget and the availability of our volunteers. Should the needs change, we will re-evaluate the possibilities and will create other activities so long as we will be able to safely host and organize them.

While our goal is to be an organization and facility that serves our community, we are mindful of the limitations and regulations safeguarding our neighborhood and the residents of City of Des Plaines.

As such, we will consider the advice and recommendations presented to us by the pertinent officials and authorities to ensure the most positive impact in our surrounding community and a harmonious relationship with all.

B. PROPOSED PARKING PLANS

1. REGULAR WEEK DAYS, 9 AM – 7 PM

Our parking lot will be sufficient (please see our proposed 2 options for parking plans), with the additional other **5-6 spaces** always empty in front of the building on-street. Please note that all classes held are for students that are dropped off and picked up at the end of the class.

2. REGULAR WEEK DAYS, 7 PM – 9 PM

Our parking lot plus on-street parking as detailed above, **plus 6 additional spots** which we are allowed to use at 42 N. Broadway St.

3. SATURDAYS, 9 AM – 1 PM

Our parking lot will be sufficient, with the additional **5-6 spaces** always empty in front of the building on-street. Please note that all classes held are for students that are dropped off and picked up at the end of the class.

4. SATURDAYS, AFTER 5 PM and SUNDAYS, 1 PM – 5 PM

Our parking lot with the another **5-6 spaces** in front of the building on-street, **plus 6 additional spots** which we are allowed to use at 42 N. Broadway St..

ADDITIONALLY - During these times on Saturdays and Sundays we also have available **as many parking spaces as needed** at the Romanian Baptist Church around the corner.



Please note that **we've consulted with the Des Plaines Police Department** about our weekend special events with larger participation when using the Romanian Baptist Church's parking lot for overflow, and **we are planning to hire DPPD Community Police to assist pedestrians** crossing the street at the Golf Rd round-about. **For some of the upscale large events we are also going to have Valet Parking** to offer our guests a pleasant experience with the most comfortable parking solution.

PLEASE ALSO NOTE that we have started negotiations with the ownership & management of other properties in the area with large parking lots in an effort to obtain agreements to share the use of their parking spaces on Saturdays after 5 pm and Sundays between 1 pm and 5 pm.

(EX: R.E. agent for the current owner of 561 E. Golf Rd. as well as the Broadway Condominium Association which manages the medical building at 17-29 N. Broadway). Our discussions were very encouraging and we hope to have positive outcomes in the coming days.

ROMANIAN HERITAGE CENTER NFP

69-79 N. Broadway Street, Des Plaines, IL 60016

www.RomanianHeritage.US

PROPOSED SCHEDULE OF ACTIVITIES

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
9:00 - 9:50 AM	Library & Research Room Open to Members Only with appointments <i>(max. capacity allowed 12)</i>	CLOSED	Library & Research Room Open to Members Only with appointments <i>(max. capacity allowed 12)</i>	CLOSED	Library & Research Room Open to Members Only with appointments <i>(max. capacity allowed 12)</i>	ROMANIAN HERITAGE CLASS <i>(GROUP A: ages 8-11 only in 1st & 3rd week) (GROUP B: ages 11-14 only in 2nd & 4th week)</i>	CLOSED
10:00 - 10:50 AM							
11:00 - 11:50 AM							
12:00 - 12:50 PM	CLOSED	Library & Research Room Open to Members Only with appointments <i>(max. capacity allowed 12)</i>	CLOSED	Library & Research Room Open to Members Only with appointments <i>(max. capacity allowed 12)</i>	CLOSED	CLOSED	AVAILABLE FOR SPECIAL EVENTS
1:00 - 1:50 PM							
2:00 - 2:50 PM							
3:00 - 3:50 PM							
4:00 - 4:50 PM	ENGLISH PROFICIENCY CLASS 12 weeks modules for high school students	ROMANIAN LANGUAGE CLASS <i>(GROUP A: ages 8-11 only in 1st & 3rd week) (GROUP B: ages 11-14 only in 2nd & 4th week)</i>	ESL ENGLISH CLASS 12 weeks modules for adults	ROMANIAN READING CLUB <i>(GROUP A: ages 8-11 only in 1st & 3rd week) (GROUP B: ages 11-14 only in 2nd & 4th week)</i>	ADVANCED ENGLISH WRITING CLASS 12 weeks modules for high school students		
5:00 - 5:50 PM	MATH TUTORING <i>8th grade level</i>	MATH TUTORING <i>9th grade level</i>	MATH TUTORING <i>10th grade level</i>	MATH TUTORING <i>11th grade level</i>	MATH TUTORING <i>12th grade level</i>	AVAILABLE FOR SPECIAL EVENTS	CLOSED
6:00 - 6:50 PM							
7:00 - 7:50 PM	AVAILABLE FOR USE TO CLUBS & ORGANIZATIONS	WOMEN OF THE BIBLE inter-denominational Basic Life Principles (Bible study for women)	AVAILABLE FOR USE TO CLUBS & ORGANIZATIONS	YOUTH BIBLE STUDY inter-denominational Basic Life Principles (college students)	MAN IN THE MIRROR inter-denominational Basic Life Principles (Christian Men in His Service)		
8:00 - 8:50 PM							



69-79 Broadway St – Public Notice



69-79 Broadway St – Looking East at Front of Site



69-79 Broadway St – Looking Southwest at Rear of Site



69-79 Broadway St – Looking Southwest at Rear Parking Area



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

June 16, 2021

Mayor Goczkowski and Des Plaines City Council
CITY OF DES PLAINES

Subject: Planning and Zoning Board, 69-79 Broadway Street, 21-009-CU, 7th Ward
RE: Consideration of Conditional Use at 69-79 Broadway Street, Case #21-009-CU (7th Ward)

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board met on June 8, 2021 to consider a Conditional Use Amendment under Section 12-7-3(K) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a commercially zoned assembly use for the property located at 69-79 Broadway Street in the C-3, General Commercial district.

1. The petitioner presented a detailed description of the proposed Romanian Cultural Center defining it as a social and religious gathering place for tutoring through before and after school programs and research. He mentioned that they currently have a program at a school in Niles but that there is no stand-alone Romanian cultural center that owns its own building in the Chicagoland area. The petitioner described that the proposed use would assist in children's education and provide them with the resources that they need to succeed. He added that the proposed cultural center would include a library with Romanian literature, which is critical to their organization. The petitioner added that they would have larger gatherings one to two times a month on the weekends for various activities, such as conferences, community meetings, fellowship groups, concerts, commemorative and cultural events, exhibitions, and seminars. He added that they are working with the Romanian Baptist Church and other neighboring businesses to accommodate additional parking spaces for these events.
2. The Planning and Zoning Board (PZB) Members asked about the maximum capacity for the building; if a traffic study was required; where will the drop-off area be located for the large gatherings; and about collective parking agreements with surrounding businesses. The petitioner responded that they will comply with the fire code in regard to occupancy noting that two to three staff members and up to 12 students would be on site during regular hours of operation and approximately 50-100 people would be on site for the various weekend gatherings; that they prefer to locate the drop-off area in front of the building, but could position it behind the building to handle patrons arriving for larger events and have also looked into utilizing 12-15 person passenger vans to bus patrons from their off-site parking spaces; and that they have spoken with surrounding property owners regarding potential collective parking agreements and will be obtaining those prior to opening.
3. Community and Economic Development staff summarized the staff report and recommended approval of the request with the condition that a collective parking agreement with a neighboring business is obtained by the petitioner for operation of this proposed use. CED staff acknowledged that the traffic study was waived for this request, as a traffic study was not deemed necessary for this site.
4. One member of the public spoke on this petition with concerns regarding commercial business employees and patron parking in front of resident entrances on Yale Court asking how the petitioner will ensure that parking for large events on the subject property will not be in residential areas. There were also concerns regarding the proposed valet service, particularly where patrons would wait for the valet service. This

individual noted that they thought the building was too small for the proposed use. A PZB member asked if there was restricted parking in this area. The individual responded that there were old signs but that parking has been an issue and that she has been working with the commercial businesses and reached out to the Police Department to resolve the issue. The petitioner responded that all valet operations will take place on the site and that all patrons would wait outside of the building on the subject property for their vehicle. He added that they are actively looking for additional parking options, including the potential purchasing of an open lot near the clinic off Golf Road.

5. The Planning and Zoning Board *recommended* (5-0) that the City Council *approve* the request with the condition that the petitioner enters into and executes a parking agreement to accommodate all required parking prior to the hosting of any events.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "James S. Szabo".

James Szabo,
Des Plaines Planning and Zoning Board, Chairman

Cc: City Officials/Aldermen

Case 21-009-CU	69-79 Broadway St	Conditional Use
Case 21-014-TPLAT-V	1418-1424 Wedgewood Ave	Tentative Plat of Sub/Standard Var
Case 21-016-V	1316 Webford Ave	Major Variation

June 8, 2021
Page 2

OLD BUSINESS

NEW BUSINESS

1. **Address:** 69-79 Broadway St

Case Number: 21-009-CU
Public Hearing

The petitioner is requesting a Conditional Use under Section 12-7-3(K) of the 1998 Des Plaines Zoning Ordinance, as amended, to locate a Commercially Zoned Assembly Use at 69-79 Broadway Street in the C-3 zoning district, and approval of any other such variations, waivers, and zoning relief as may be necessary.

PINs: 09-07-418-016-0000; -017; -018; -019
Petitioner: Steven Bonica, 732 W. Algonquin Road, Arlington Heights, IL 60005
Owner: Gerald J. Meyer, 108 W. Sunset Road, Mount Prospect, IL 60056

Chairman Szabo swore in Steven Bonica, Arlington Heights, who provided an overview of the request. The Petitioner stated that the request is for a Romanian Heritage Center, which will focus on social and cultural values, as well as a gathering space. The Center will provide youth programs and provide the general community with additional programs for college preparedness. The Petitioner stated that the Center will also host large events throughout the year (approximately 1-3 per month, on weekends). Parking is a general concern of the center, but the Petitioner stated that he is in process and has arranged parking agreements with neighboring properties for alleviate some of the parking issues.

The Petitioner provided a revised parking plan, which depicted 14 spaces at the rear of the property.

Chairman Szabo asked if the Board had any questions.

Member Fowler inquired about the maximum capacity of the multipurpose room, the net floor area of 2,300 square feet. The Petitioner stated that the capacity will comply with the assessment given by the Fire and Building Departments. Mr. Stytz stated that the according to the materials submitted, the library will be used to tutor 12 students during the week and have 2-3 staff present. The Petitioner reiterated that there is a twelve-student maximum, based on efficiency.

Mr. Stytz also stated event attendance is estimated between 50-100 people per event.

Member Fowler also inquired about parking, the Petitioner stated that the Center is also considering valet parking options for events and a parking agreement with the Romanian Church.

Member Catalano inquired about the traffic study. Mr. Stytz stated that staff did not feel a traffic study was necessary and the requirement was waived.

Member Veremis was impressed with the number of classes offered, and inquired about the types of programs that are available at the Niles School. The Petitioner stated that the school in Niles is a private

Case 21-009-CU	69-79 Broadway St	Conditional Use
Case 21-014-TPLAT-V	1418-1424 Wedgewood Ave	Tentative Plat of Sub/Standard Var
Case 21-016-V	1316 Webford Ave	Major Variation

June 8, 2021
Page 3

school, offering education to students in kindergarten through twelfth grade. While the school offers after school activities, the cultural center could not commit to something permanent.

There was additional discussion regarding parking for large-scale events including shuttling individuals from an off-site parking location and valet options, including valet location. The Petitioner also stated that they have looked into a Police presence for safety during events (crossing streets safely).

Chairman Szabo recommended that formal lease agreements be entered prior to hosting events. Chairman Szabo also inquired about the affiliation with the Romanian Church, the Petitioner stated that they are currently not members of the Romanian Church, but have shared interests and meet with Church leaders twice per year.

Member Saletnik reiterated the sentiment that parking is paramount and parking agreements are necessary. Mr. Bonica agreed with the statement and stated that he is looking at additional parking options and has reached out to his insurance provider to provide a certificate of insurance to properties.

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

Edna Graef, 635 Yale Ct, stated that most of her concern stems from the current parking problems caused by commercial businesses, and inquired about how the Petitioner plans on preventing parking on residential streets. Ms. Graef also commended on the location of valet pick-up/drop-off. Ms. Graef said commented that she represented the neighbors of the area, and has tried to work with commercial owners regarding parking.

Chairman Szabo stated that some of the concerns that she has should be addressed by the Police Department. Member Fowler also stated that she has business in the area several times during normal business hours and parking has not been an issue.

The Petitioner stated that he also has a standby agreement to purchase an open lot near the clinic on Golf Rd; however, prior to purchase there is a temporary agreement for parking.

The Petitioner stated that he appreciates the concerns regarding parking, but is actively looking for additional parking options.

Chairman Szabo asked that the Staff Report be entered into record. Planner Stytz provided a summary of the following report:

Issue: The petitioner is requesting a Conditional Use under Section 12-7-3(K)(3) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a Commercially Zoned Assembly use in the C-3 zoning district at 69-79 Broadway Street.

Analysis:
Address: 69-79 Broadway Street
Owners: Steven Bonica, 732 W. Algonquin Road, Arlington Heights, IL 60005

Case 21-009-CU	69-79 Broadway St	Conditional Use
Case 21-014-TPLAT-V	1418-1424 Wedgewood Ave	Tentative Plat of Sub/Standard Var
Case 21-016-V	1316 Webford Ave	Major Variation

June 8, 2021
Page 4

Petitioner: Harriet Denisewicz, Chicago Title Land Trust Company, 10 S. LaSalle Street, Suite 2750, Chicago, IL 60604

Case Number: 21-009-CU
Real Estate Index Numbers: 09-07-418-016-0000; -017; -018; -019

Ward: #7, Alderman Patsy Smith

Existing Zoning: C-3, General Commercial District

Existing Land Use: Vacant Building

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

Surrounding Land Use:
North: Vacant Building
South: Multi-Unit Residential Building
East: Single Family Residences
West: Electrician (Commercial)/Vacant Building

Street Classification: Broadway Street is classified as a Local Street.

Comprehensive Plan: The Comprehensive Plan designates this site as Higher Density Urban Mix with Residential.

Project Description: The petitioner, Steven Bonica, has requested a Conditional Use Permit to operate a Community Center, Romanian Heritage Center NFP, at 69-79 Broadway Street. A community center is classified as a Commercially Zoned Assembly use, which is a conditional use in the C-3, General Commercial District. The subject properties are located within the C-3 zoning district, along Broadway Street between Cumberland Circle and the Cumberland Metra Station. The four subject properties contain a multi-unit, one-story building spanning all four lots, each with a separate PIN, with on-street parking in the front and a small accessory parking area at the rear as shown in the Plat of Survey for 69-73 Broadway Street, the Plat of Survey for 75-79 Broadway Street, and the following table.

Case 21-009-CU
Case 21-014-TPLAT-V
Case 21-016-V

69-79 Broadway St
1418-1424 Wedgewood Ave
1316 Webford Ave

Conditional Use
Tentative Plat of Sub/Standard Var
Major Variation

June 8, 2021
Page 5

Address	PIN	Zoning District
69 Broadway Street	09-07-418-019-0000	C-3, General Commercial
73 Broadway Street	09-07-418-018-0000	C-3, General Commercial
75 Broadway Street	09-07-418-017-0000	C-3, General Commercial
79 Broadway Street	09-07-418-016-0000	C-3, General Commercial

The petitioner plans to completely remodel the interior of the existing building to locate a library/multi-purpose room, office areas, inaccessible Romanian heritage exhibit areas, conference room, kitchen area, restrooms, and storage areas based on the Floor Plan. The petitioner's proposal does not include any changes to the outside of the building with the exception of new landscaping and signage at the front of the building. The dumpster for this suite will be stored inside the building except on trash collection days. The Romanian Heritage Center NFP will be open on Monday through Friday from 8 am to 7 pm as a research and tutoring center, as denoted in the Proposed Activities, Programs, and Parking Plan and the Proposed Schedule of Activities. A maximum of two to three employees will be on site at a given time hosting a maximum of eight to ten sessions throughout the week with up to twelve students per session. This location will host evening meetings for the Board of Directors and Leadership Advisory Council with up to 20 people and various events once or twice a month. The proposed events include fellowship groups, commemorative and cultural events, exhibitions, concerts, community meetings, conferences, and seminars that are coordinated with the nearby Romanian Baptist Church of Chicago located at 484 E. Northwest Highway. See the Project Narrative for more details.

The following parking regulations apply to this request pursuant to Section 12-9-7 of the Des Plaines zoning Ordinance:

- One parking space for 200-square feet of gross activity area for community centers, banquet halls, and membership organizations; and
- One parking space for every 250-square feet of gross floor area for office areas.

Thus, a total of 19 off-street parking spaces are required including one handicap accessible parking space. The Site Plan shows the proposed parking area at the rear of the building, which is designed to accommodate 13 parking spaces and one handicap parking on the subject property. The petitioner intends to utilize a portion of the parking lot at the nearby Romanian Baptist Church of Chicago located at 484 E. Northwest Highway to accommodate the remaining required spaces and for monthly or bimonthly events. The proposal also includes the utilization of a valet service to address parking concerns, especially during events where 50-100 patrons could be in attendance. Staff has added a condition that the petitioner must obtain, execute, and submit a collective parking agreement with the nearby Romanian Baptist Church to

Case 21-009-CU	69-79 Broadway St	Conditional Use
Case 21-014-TPLAT-V	1418-1424 Wedgewood Ave	Tentative Plat of Sub/Standard Var
Case 21-016-V	1316 Webford Ave	Major Variation

June 8, 2021
Page 6

staff to address all parking requirements pursuant to Sections 12-9-3 and 12-9-7 of the Des Plaines Zoning Ordinance.

Compliance with the Comprehensive Plan

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

- **Future Land Use Plan:**

- This property is designated as Higher Density Urban Mix with Residential on the Future Land Use Plan. The Future Land Use Plan strives to create a well-balanced development area with a healthy mixture of commercial and residential uses. While the proposed use does not have a retail component, the petitioner will enhance the subject property by renovating the existing vacant building to make it an asset in the City of Des Plaines as a whole.
- The subject property is located along Broadway Street near the defined Northwest Highway and Golf Road commercial corridors in Des Plaines surrounded by commercial and residential development. The request would transform the existing vacant building into a community center that could help bridge the gap between the residences and commercial development in this area and bring benefits to the community as a whole.

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

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

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

Comment: The proposed community center is classified as a Commercially Zoned Assembly use. A Commercially Zoned Assembly use is a conditional use in the C-3 zoning district. Please see the petitioner's responses to Standards for Conditional Uses.

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

Comment: The proposed community center repurposes an existing vacant building, which helps to achieve the goal of the Comprehensive Plan to foster and improve commercial developments. This proposal can also provide another asset to the community through the promotion of cultural diversity, which the Comprehensive Plan strives to preserve and foster. Please see the petitioner's responses to Standards for Conditional Uses.

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

Case 21-009-CU
Case 21-014-TPLAT-V
Case 21-016-V

69-79 Broadway St
1418-1424 Wedgewood Ave
1316 Webford Ave

Conditional Use
Tentative Plat of Sub/Standard Var
Major Variation

June 8, 2021
Page 7

Comment: The proposed community center will not redevelop the existing vacant building in a way that would not be harmonious and appropriate in appearance to surrounding development since the petitioner does not plan to alter the building's exterior. Instead, the proposal includes additional landscaping in front of the building and parking area improvements at its rear to improve the aesthetic appearance of the property. Please see the petitioner's responses to Standards for Conditional Uses.

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

Comment: The proposed community center will not be hazardous or disturbing to the existing neighborhood uses since all of its operations will take place inside the building. The petitioner has proposed off-street parking spaces at the rear of the building and will provide a collective parking agreement with the nearby Romanian Baptist Church to utilize a portion of their parking spaces to meet parking standards and handle any overflow parking during events. Please see the petitioner's responses to Standards for Conditional Uses.

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

Comment: The existing building is adequately served by essential public facilities and services through property access from a rear alley, on street parking in the front, and municipal services. Staff does not feel that the proposed community center will alter the existing service of this property. Please see the petitioner's responses to Standards for Conditional Uses.

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

Comment: The existing building does not create excessive additional requirements at the public expense for public facilities and services. Staff does not feel that the proposed community center will create excessive additional requirements for public facilities and service, as the size and location of the existing building remain the same. Please see the petitioner's responses to Standards for Conditional Uses.

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

Comment: The proposed community center operations will not produce excessive production of traffic, noise, smoke fumes, glare, or odors since all operations will take place inside the building and consist of smaller groups of people. The anticipated events that will occur on occasion once or twice during the month will be scheduled and planned in coordination with the Romanian Baptist Church to ensure adequate parking is provided. Please see the petitioner's responses to Standards for Conditional Uses.

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

Comment: The proposed community center will have parking and property access concentrated at the rear of building with some parking in the front of the building. Staff feels that the proposed parking and access to the site is sufficient during normal operations, but has required a collective parking agreement

Case 21-009-CU	69-79 Broadway St	Conditional Use
Case 21-014-TPLAT-V	1418-1424 Wedgewood Ave	Tentative Plat of Sub/Standard Var
Case 21-016-V	1316 Webford Ave	Major Variation

June 8, 2021

Page 8

to be established and executed between the proposed Romanian Heritage Center NFP to accommodate events with larger vehicular and pedestrian traffic. The proposal includes the use of a valet to allow patrons to drop off their vehicle on site and have it parked in the existing Romanian Baptist Church parking lot during events. Please see the petitioner's responses to Standards for Conditional Uses.

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

Comment: The proposed community center will not result in the destruction, loss, or damage of natural, scenic, or historic features since the property is already developed with the building and parking area. In addition, the subject building is not listed as a historic significant structure. Please see the petitioner's responses to Standards for Conditional Uses.

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

Comment: The proposed community center will comply with all other regulations in the Zoning Ordinance. The conditional use for the Commercially Zoned Assembly use will be the only entitlement necessary for the proposed community center request as presented. Please see the petitioner's responses to Standards for Conditional Uses.

Recommendation: Staff recommends approval of the Conditional Use Permit for a Commercially Zoned Assembly use at 69-79 Broadway Street based on a review of the information presented by the applicant and the findings made above, as specified in Section 12-3-4(E) (Standards for Conditional Uses) of the City of Des Plaines Zoning Ordinance.

Planning and Zoning Board Procedure: Under Section 12-3-4(D) (Procedure for Review and Decision for Conditional Uses) of the Zoning Ordinance, the Planning and Zoning Board has the authority to *recommend* that the City Council approve, approve subject to conditions, or deny the above-mentioned conditional use for a Commercially Zoned Assembly use at 69-79 Broadway Street. The City Council has final authority on the proposal.

A motion was made by Board Member Saletnik, seconded by Board Member Hofherr, to recommend approval of the Conditional Use under Section 12-7-3(K) of the 1998 Des Plaines Zoning Ordinance, as amended, to locate a Commercially Zoned Assembly Use at 69-79 Broadway Street in the C-3 zoning district, with the key condition of executed parking agreements, as presented:

AYES: Saletnik, Hofherr, Catalano, Fowler, Veremis, Szabo

NAYES: None

ABSTAIN: None

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

CITY OF DES PLAINES

ORDINANCE Z - 39 - 21

**AN ORDINANCE GRANTING A CONDITIONAL USE
PERMIT FOR A COMMERCIAL ZONED ASSEMBLY
USE AT 69-79 BROADWAY STREET, DES PLAINES,
ILLINOIS.**

WHEREAS, Steven Bonica, on behalf of the Romanian Heritage Center NFP (*"Petitioner"*), is the contract purchaser of the properties commonly known as 69-73 Broadway Street and 75-79 Broadway Street, Des Plaines, Illinois (collectively, the *"Subject Property"*); and

WHEREAS, Gerald J. Meyer, as Trustee of the Gerald J. Meyer Trust dated October 10, 1994, is the owner of 69-73 Broadway Street, Des Plaines, Illinois (*"69-73 Broadway Owner"*); and

WHEREAS, Chicago Title Land Trust Company, as successor trustee under Trust Agreement dated May 8, 1984, and known as Trust No. 14351435, is the record owner of 75-79 Broadway Street, Des Plaines, Illinois (*"Trust"*); and

WHEREAS, Theodore Virgilio, Jr. is the beneficiary of the Trust (*"Beneficiary"*) (69-73 Owner, the Trust, and the Beneficiary are, collectively, the *"Owners"*); and

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

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

WHEREAS, the Petitioner desires to operate a Romanian heritage community center, which is a Commercially Zoned Assembly Use, on the Subject Property (*"Proposed Use"*); and

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

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

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

WHEREAS, within 90 days from the date of the Petitioner's application a public hearing

was held by the PZB on June 8, 2021 pursuant to notice published in the *Des Plaines Journal* on May 19, 2021; and

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

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

WHEREAS, pursuant to Section 12-3-4 of the Zoning Ordinance, the PZB filed a written report with the City Council on June 16, 2021, summarizing the testimony and evidence received by the PZB and stating the Board's recommendation, by a vote of 5-0, to approve the Petitioner's application for the Conditional Use Permit subject to certain terms and conditions; and

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

WHEREAS, the City Council has considered the written report of the PZB, the applicable standards for conditional use permits set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated May 27, 2021, including the attachments and exhibits thereto, and has determined that it is in the best interest of the City and the public to grant the Petitioner's application in accordance with the provisions of this Ordinance;

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

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

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

LOTS 18 AND 19 IN BLOCK 14 IN H.M. CORNELL COMPANY'S CUMBERLAND, A SUBDIVISION OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO PART OF THE EAST ½ OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 12, NORTH OF THE CENTER LINE OF SEEGER'S ROAD CALLED ELK GROVE ROAD AND A RESUBDIVISION OF

LOTS 1 AND 8 IN SEEGER'S SUBDIVISION RECORDED FEBRUARY 29, 1928 AS DOCUMENT 9940985.

PINS: 09-07-418-018-0000; 09-07-418-019-0000

Commonly known as: 69-73 Broadway Street, Des Plaines, Illinois.

LOTS 16 AND 17 IN BLOCK 14 IN H.M. CORNELL COMPANY'S CUMBERLAND, A SUBDIVISION OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO PART OF THE EAST ½ OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 12, NORTH OF THE CENTER LINE OF SEEGER'S ROAD CALLED ELK GROVE ROAD AND A RESUBDIVISION OF LOTS 1 AND 8 IN SEEGER'S SUBDIVISION RECORDED FEBRUARY 29, 1928 AS DOCUMENT 9940985.

PINS: 09-07-418-016-0000; 09-07-418-017-0000

Commonly known as: 75-79 Broadway Street, Des Plaines, Illinois.

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

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

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

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

1. That certain "Project Narrative" prepared by Petitioner, consisting of one sheet, and dated March 26, 2021, attached to and by this reference made a part of this Ordinance as **Exhibit A**; and

2. That certain "Proposed Parking Plan" prepared by the Petitioner, consisting of one sheet, and dated May 6, 2021, attached to and by this reference made a part of, this Ordinance as **Exhibit B**; and

3. That certain "Floor Plan" prepared by the Petitioner, consisting of one sheet, and dated May 14, 2021, attached to and by this reference made a part of, this Ordinance as **Exhibit C**.

SECTION 5. RECORDATION; BINDING EFFECT. A copy of this Ordinance must be recorded in the Office of the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein run with the Subject Property and inure to the benefit of, and are binding upon, the Petitioner and its respective personal representatives, successors, and assigns, including, without limitation, subsequent purchasers of the Subject Property.

SECTION 6. NONCOMPLIANCE.

A. Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with, or resists the enforcement of, any of the provisions of this Ordinance shall be fined

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

B. In the event that the Petitioner fails to develop or maintain the Subject Property in accordance with the plans submitted, the requirements of the Zoning Ordinance, or the conditions set forth in Section 4 of this Ordinance, the Conditional Use Permits granted in Section 3 of this Ordinance may be revoked after notice and hearing before the Zoning Administrator of the City, all in accordance with the procedures set forth in Section 4.7 of the Zoning Ordinance. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the C-3 District. Further, in the event of such revocation of one or both of the Conditional Use Permits, the City Manager and City's General Counsel are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. The Petitioner acknowledges that public notices and hearings have been held with respect to the adoption of this Ordinance, has considered the possibility of the revocation provided for in this Section, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice and hearing required by Section 4.7 of the Zoning Ordinance is provided to the Petitioner.

SECTION 7. EFFECTIVE DATE.

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

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

4. at the Petitioner's sole cost and expense, the recordation of this Ordinance together with such exhibits as the City Clerk deems appropriate, with the Office of the Cook County Recorder.

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

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

CITY CLERK

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

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Ordinance Approving a Conditional Use Permit (CUP) at 69-79 Broadway Street for Commercially Zoned Assembly use



March 26, 2021

To: City of Des Plaines
1420 Miner Street
Des Plaines, IL 60016

Attn: Jonathan Stytz - Planner

Re: Application for Conditional Use for Assembly Use
69-73 and 75-79 N. Broadway

Dear Mr. Jonathan Stytz,

On behalf of the Board of Directors of the Romanian Heritage Center NFP, I kindly ask for consideration of our Application for Conditional Use for the two properties captioned above.


Our organization is currently under contract to purchase both of these properties and we plan to completely renovate the interior of the building to suit our purposes, while we will also clean and recondition the exterior to its original beauty. On a second phase we are also looking to add a Glass Vestibule in the front of the building to further enhance and modernize its look.

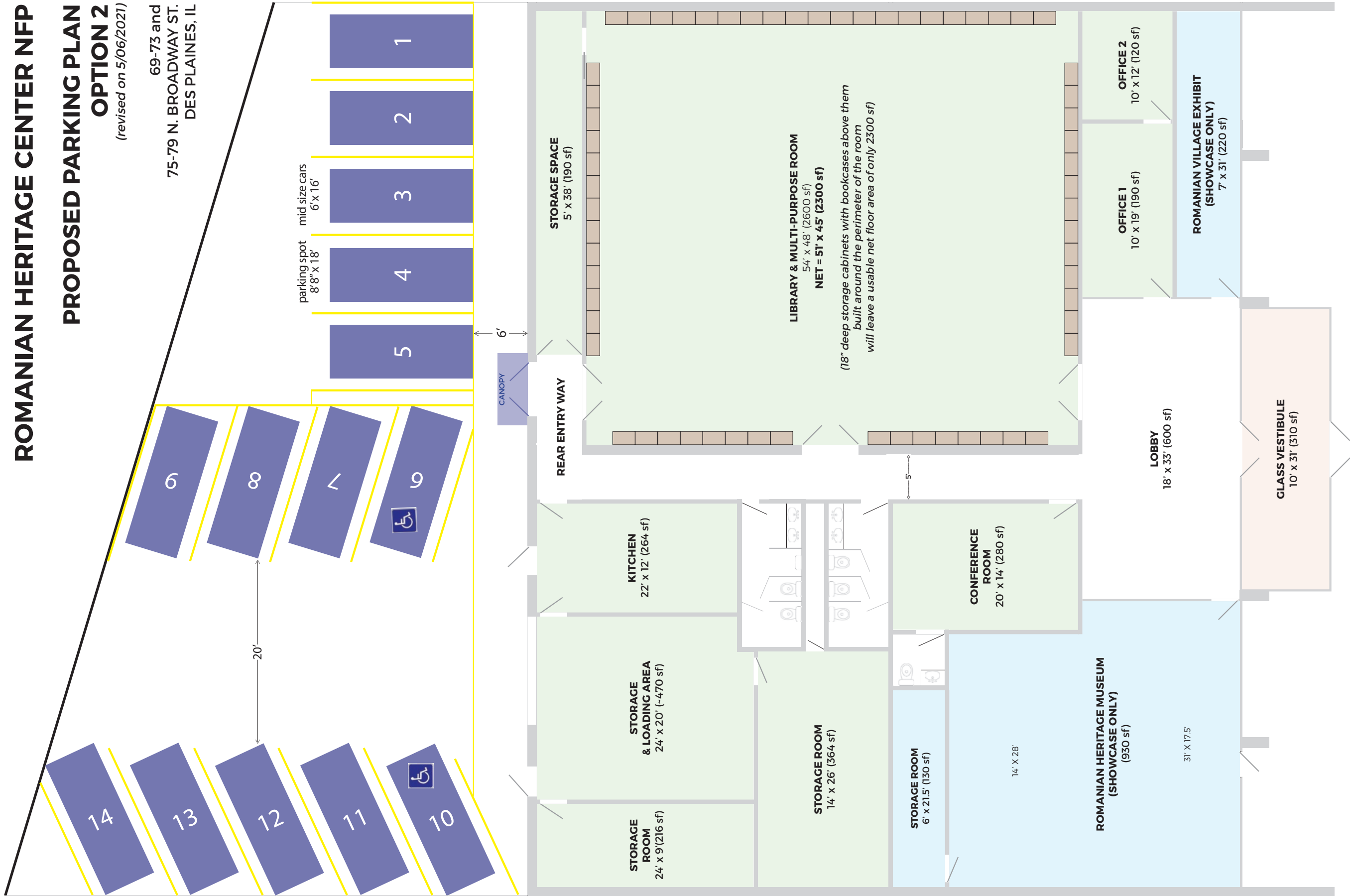
Our organization will primarily have activities Monday thru Friday from 8 am to 7 pm that are limited to the use of the Library Room as a research and tutoring center, having 2-3 employees at a time in the building and a maximum of 12 students per session, with max. 8-10 sessions per week. We will also have occasional meetings in the evening, of the Board of Directors and of our Leadership Advisory Council, with an anticipated participation of 20 people, once or twice a month.

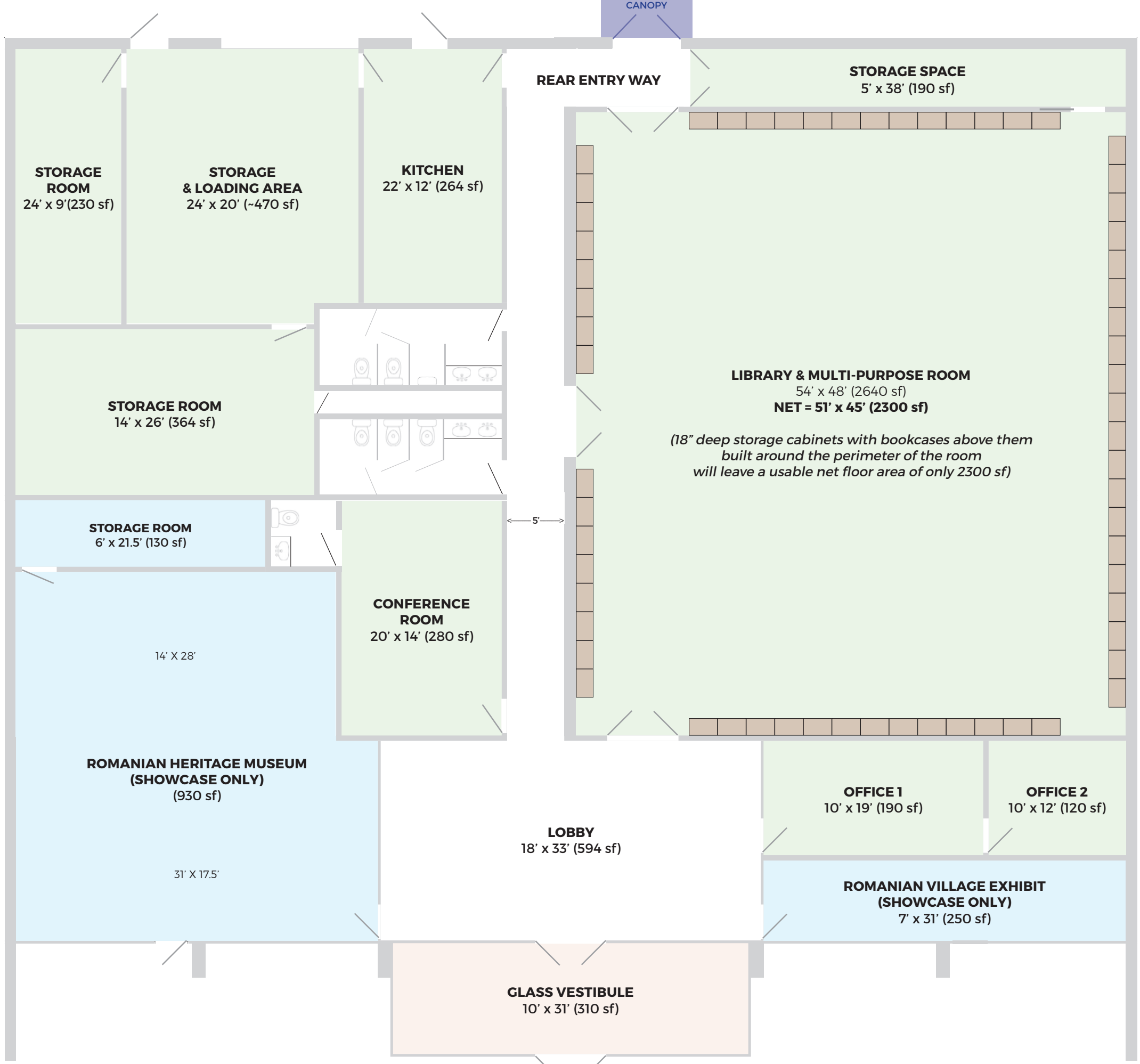
Furthermore, we will occasionally have larger community events for the purpose of advancing our organization's purposes, such as: fellowship groups, commemorative and cultural events, exhibitions, concerts, community meetings, seminars, and conferences. We anticipate having these events twice a month in the beginning, and later on once a week at max., during the weekends. Planning of these events is going to be coordinated also with our neighboring Romanian Baptist Church, which will permit us to use their parking lot for overflow if needed. In such instances we will be hiring valet parking attendants or will use a couple of the Romanian Churches shuttle vans.

For all other details, I kindly bring your attention to the attached documentation, including the presentation of our project. Should you need more information, please do not hesitate to contact me. We thank you for your attention and consideration.

On behalf of the Board of Directors,


Steven Bonica
President / Executive Director





ROMANIAN HERITAGE CENTER NFP

PROPOSED FLOOR PLAN

69-73 and
75-79 N. BROADWAY ST.
DES PLAINES, IL

EXHIBIT D

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Steve Bonica, on behalf of the Romanian Heritage Center NFP ("**Petitioner**") applied to for a conditional use permit to allow a Commercially Zoned Assembly Use ("**Conditional Use Permit**") on that certain property commonly known as 69-79 Broadway Street, Des Plaines, Illinois ("**Subject Property**") pursuant to Section 12-7-3.F.3 and 12-7-3.K of the City of Des Plaines Zoning Ordinance of 1998, as amended; and

WHEREAS, Ordinance No. Z-39-21 adopted by the City Council of the City of Des Plaines on _____, 2021 ("**Ordinance**"), grants approval of the Conditional Use Permit, subject to certain conditions; and

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

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

1. Petitioner hereby unconditionally agrees to accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. Z-39-21, adopted by the City Council on _____, 2021.
2. Petitioner acknowledges and agrees that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's review and approval of any plans for the Subject Property, or the issuance of any permits for the use and development of the Subject Property, and that the City's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure Petitioner against damage or injury of any kind and at any time.
3. Petitioner acknowledges that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the procedures required by Section 12-4-7 of the City's Zoning Ordinance are followed.
4. Petitioner agrees to and do hereby hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may,

at any time, be asserted against any of such parties in connection with (a) the City's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Subject Property, and (d) the performance by Petitioner of its obligations under this Unconditional Agreement and Consent.

5. Petitioner hereby agrees to pay all expenses incurred by the City in defending itself with regard to any and all of the claims mentioned in this Unconditional Agreement and Consent. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the City.

ATTEST:

ROMAN HERITAGE CENTER NFP

By: _____

By: _____

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

Its: _____

Notary Public