



CITY COUNCIL AGENDA

Monday, November 20, 2023

Closed Session – 6:00 p.m.

Regular Session – 7:00 p.m.

Room 102

CALL TO ORDER

CLOSED SESSION

PROBABLE OR IMMINENT LITIGATION
PERSONNEL
SALE OF PROPERTY
PURCHASE OR LEASE OF PROPERTY
ONGOING OR PENDING LITIGATION
COLLECTIVE BARGAINING

REGULAR SESSION

ROLL CALL
PRAYER
PLEDGE OF ALLEGIANCE

PUBLIC HEARING

PROPOSED 2023 PROPERTY TAX LEVY – AN ORDINANCE LEVYING TAXES FOR THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS FOR THE TAX LEVY YEAR BEGINNING JANUARY 1, 2023 AND ENDING DECEMBER 31, 2023 – **FIRST READING – ORDINANCE M-19-23**

PUBLIC COMMENT

(matters not on the agenda)

ALDERMEN ANNOUNCEMENTS/COMMENTS

MAYORAL ANNOUNCEMENTS/COMMENTS

CITY CLERK ANNOUNCEMENTS/COMMENTS

MANAGER'S REPORT

CITY ATTORNEY/GENERAL COUNSEL REPORT

CONSENT AGENDA

1. **FIRST READING – ORDINANCE M-20-23:** Amending Title 7 of the Des Plaines City Code Regarding Residential Parking and Restricted Resident Parking Districts Near O’Hare International Airport
2. **RESOLUTION R-209-23:** Approving a Three-Year Collective Bargaining Agreement with the American Federation of State, County and Municipal Employees (AFSCME) from January 1, 2023 through December 31, 2025
3. **RESOLUTION R-211-23:** Approving the Rock Salt Bid Award Through the State of Illinois CMS Rock Salt Procurement Contract at a Cost of \$76.47 per Ton Delivered Payable to Morton Salt, Chicago, Illinois. Budgeted Funds – MFT Funds/Commodities/Ice Control.
4. **RESOLUTION R-212-23:** Rejecting All Bids Received on October 25, 2023 for the Public Works Building Boiler Replacement and Main Garage Infrared Heating Installation Project in order to Rebid this Item at a Later Date
5. **RESOLUTION R-213-23:** Approving a Plat of Dedication for a Portion of Private Property at 2321 Eastview Drive
6. **SECOND READING – ORDINANCE M-17-23:** Abatement of the 2022 Tax Levy for the 2018 General Obligation Refunding Bonds, Series 2018
7. **SECOND READING – ORDINANCE M-18-23:** 2023 Tax Levy, Special Service Area #15 (Rear Yard Drainage, 345 and 353 Ardmore Road) in the Amount of \$1,643
8. **SECOND READING – ORDINANCE Z-31-23:** Consideration of a Conditional Use Permit for an Auto Service Repair Use at 607 E. Oakton Street
9. Minutes/Special Meeting of the City Council – 2024 Budget Hearing #2 – October 18, 2023
10. Minutes/Regular Meeting – November 6, 2023
11. Minutes/Closed Session – November 6, 2023

UNFINISHED BUSINESS

n/a

NEW BUSINESS

1. **FINANCE & ADMINISTRATION** – Alderman Dick Sayad, Chair
 - a. Warrant Register in the Amount of \$5,448,756.03 – **RESOLUTION R-214-23**
 - b. Consideration of an Ordinance Adopting the City of Des Plaines Current Paid Leave and Benefits Policy and Opting Out of the Illinois Paid Leave for All Workers Act for All City of Des Plaines Employees – **FIRST READING – ORDINANCE M-21-23**

2. **COMMUNITY DEVELOPMENT** – Alderman Colt Moylan, Chair
 - a. Consideration of Zoning Text Amendments Regarding Landscape Buffer Requirements in the C-4 District – **FIRST READING – ORDINANCE Z-32-23**

OTHER MAYOR/ALDERMEN COMMENTS FOR THE GOOD OF THE ORDER

ADJOURNMENT

ORDINANCES ON THE AGENDA FOR FIRST READING APPROVAL MAY ALSO, AT THE COUNCIL’S DISCRETION, BE ADOPTED FOR FINAL PASSAGE AT THE SAME MEETING.

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




FINANCE DEPARTMENT

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

MEMORANDUM

Date: November 7, 2023

To: Michael G. Bartholomew, City Manager 

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

Subject: 2023 Property Tax Levy and Public Hearing

Issue: Each year the City complies with the Illinois Truth in Taxation Act (ITTA) requirements as it pertains to the issuance of the property tax levy. The ITTA requires the City to provide notice and conduct a public hearing if the proposed aggregate levy is 5% or more than the previous year's property tax extension. The aggregate levy is defined as the combination of the annual corporate levy and all other special purpose levies. The aggregate levy does not include debt service levies and levies made for the purpose of paying amounts due under public building commission leases. Under the ITTA, the City would be prohibited from levying any amount greater than 5% of the previous year's property tax extension if we failed to comply with this specific notice and hearing provisions.

Analysis: Presented for City Council approval is the 2023 Tax Levy representing a .58% decrease from the 2022 Property Tax Extension. Section 18-15 of the Illinois Property Tax Code requires that the City adopt a tax levy ordinance and file it with the County Clerk's office by the last Tuesday in December (Tuesday, December 26 for 2023).

The 2023 Tax Levy is scheduled for first reading on November 20th (in conjunction with the public hearing on the Tax Levy) and second reading on December 4th. **However, the County Clerk's office filing deadline of December 26, 2023 remains firm and it is imperative the City Council adopt a tax levy of some amount on or before the evening of December 26th, or the City would be prohibited from levying any property tax.**

2022 Property Tax Extension		2023 Property Tax Levy			
Fund	Amount	Fund	Amount	+/- %	+/- \$
Corporate Fund	8,435,904	Corporate Fund	8,317,254	-1.41%	(118,650)
Police Pension Fund	8,729,719	Police Pension Fund	8,678,115	-0.59%	(51,604)
Fire Pension Fund	8,058,202	Fire Pension Fund	8,228,456	2.11%	170,254
Library Board Fund	6,283,000	Library Board Fund	6,100,000	-2.91%	(183,000)
ITTA Aggregate Property Tax Extension	31,506,825	ITTA Aggregate Property Tax Levy	31,323,825	-0.58%	(183,000)

The table above depicts a detailed comparison of the 2022 Tax Extension and the 2023 Property Tax Levy. The 2023 Tax Levy, which includes the general (corporate) fund, police and fire pension funds, public library fund,

and bond & interest (debt service) fund, totals \$31,323,825. This represents a decrease of \$183,000 or -0.58% from the 2022 Property Tax Extension.

Recommendation: I recommend the City Council formally adopt the 2023 Property Tax Levy Ordinance.

Attachments:

Attachment 1 – Legal Notice – 2023 Tax Levy Public Hearing

Attachment 2 – 2023 Tax Levy Ordinance M - 19 - 23

Attachment 3 – 2023 Property Tax Levy Snapshot

NOTICE OF PROPOSED PROPERTY TAX LEVY FOR THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS

- I. A public hearing to approve a proposed property tax levy for the City of Des Plaines, Illinois (the "taxing district") for 2023 will be held at 7:00 PM on November 20, 2023 at Des Plaines City Hall, Room 102, 1420 Miner Street, Des Plaines, Illinois 60016.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Dorothy Wisniewski, Assistant City Manager / Finance Director, City of Des Plaines, 1420 Miner Street, Des Plaines, Illinois 60016, 847-391-5300.

- II. The corporate and special purpose property taxes extended or abated for 2022 were \$31,506,825.

The proposed corporate and special purpose property taxes to be levied for 2023 are \$31,323,825. This represents a decrease of -0.58% from the previous year.

- III. The property taxes extended for debt service and public building commission leases for 2022 were \$0.00.

The estimated property taxes to be levied for debt service and public building commission leases for 2023 are \$0.00.

- IV. The total property taxes extended or abated for 2022 were \$31,506,825.

The estimated total property taxes to be levied for 2023 are \$31,323,825. This represents a decrease of -0.58% from the previous year.

CITY OF DES PLAINES

ORDINANCE M - 19 - 23

AN ORDINANCE LEVYING TAXES FOR THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS FOR THE TAX LEVY YEAR BEGINNING JANUARY 1, 2023 AND ENDING DECEMBER 31, 2023.

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

SECTION 1: That a tax in the sum of \$31,323,825 (Thirty One Million, Three Hundred Twenty Three Thousand, Eight Hundred Twenty Five Dollars) being the total estimated appropriation heretofore legally made, or so much thereof as may be authorized by law, which is to be collected from the 2023 tax year levy for all Corporate purposes of the City of Des Plaines, including but not limited to, the maintenance of the Des Plaines Free Public Library, and Police and Firefighter Pension Funds as appropriated for the fiscal year by the ANNUAL APPROPRIATION ORDINANCE OF THE CITY OF DES PLAINES, duly passed by the City Council of the said City of Des Plaines, be and the same is hereby levied for said purposes against all taxable property in the City of Des Plaines for the fiscal year commencing January 1, 2023 and ending December 31, 2023.

SECTION 2: The specific amounts as levied for the various purposes heretofore named are indicated herein by being placed in a separate column under the heading “TO BE RAISED BY TAXATION” which appears over same. The said tax is so levied for the aforesaid, said items being as follows:

<u>Fund</u>	<u>2023 Estimated Appropriations</u>	<u>Estimated Receipts from sources other than Taxation</u>	<u>To be raised by Taxation</u>
General Fund	91,585,184	83,267,930	8,317,254
Police Pension Fund	8,678,115		8,678,115
Fire Pension Fund	8,228,456		8,228,456
Bond & Interest (Debt Service)	0		0
<u>Public Library Fund</u>	<u>7,648,711</u>	<u>1,548,711</u>	<u>6,100,000</u>
Total:	116,140,466	84,816,641	31,323,825

SECTION 3: It is hereby provided that any funds remaining on hand shall be construed with and classified with the miscellaneous revenue anticipated during the coming year and covered by the appropriation from such miscellaneous revenue.

SECTION 4: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form according to law.

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2023.

APPROVED this ____ day of _____, 2023.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
____ day of _____, 2023.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-2023 Tax Levy Ordinance

2023 PROPERTY TAX LEVY
(Collections to occur in the 2024 Budget)

Purpose	2021 Tax Extension	2022 Tax Extension	2023 Tax Levy	Dollar Change 2023	Percent Change 2023
Corporate	8,435,904	8,435,904	8,317,254	(118,650)	-1.41%
Police Pension	8,550,506	8,729,719	8,678,115	(51,604)	-0.59%
Firefighter Pension	8,237,415	8,058,202	8,228,456	170,254	2.11%
Total City	\$ 25,223,825	\$ 25,223,825	\$ 25,223,825	\$ -	0.00%
 Library	 6,283,000	 6,283,000	 6,100,000	 (183,000)	 -2.91%
	31,506,825	31,506,825	31,323,825	\$ (183,000)	-0.58%



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: November 8, 2023
 To: Michael G. Bartholomew, MCP, LEED-AP, City Manager
 From: Timothy P. Oakley, P.E., CFM, Director of Public Works & Engineering *TPO*
 Subject: Resident Parking Only Near O'Hare Airport

Issue: At the October 2, 2023 City Council meeting, under Engineering Committee, on-street parking conditions in Des Plaines near O'Hare Airport were discussed. Consensus was reached to add additional streets to the Residential Parking Only sections of the City Code.

Analysis: The Engineering Committee discussed on-street parking conditions near O'Hare Airport. The concern is with vehicles parking for extended periods of time along City streets while the owner of the vehicle is out of town.

The following streets are recommended to be added to Section 7-3-9.B.1, Resident Parking Only, Twenty-Four Hours Daily, of the City Code:

- Cedar Street, from Jarvis Avenue to Touhy Avenue
- Chase Avenue, from Scott Street to Des Plaines River Road
- Jarvis Avenue, from Cedar Street to Magnolia Street
- Hickory Street, from Chase Avenue to Touhy Avenue
- Magnolia Street, from Jarvis Avenue to Touhy Avenue
- Scott Street, from Jarvis Avenue to Touhy Avenue

In addition, the following streets are recommended to be added to Section 7-3-10.D.1, Resident Parking Only, Resident District:

- Curtis Street, from Pratt Avenue to south end
- Nimitz Drive, from Curtis Street to Scott Street
- Sycamore Street, from Pratt Avenue to Central Avenue

Also, we have deleted obsolete language in each code section regarding permit decals and guest passes, which have not been used in several years due to administrative issues. Enforcement will continue to be on a complaint basis. Finally, we recommend increasing the fees for violations of both code sections to prompt compliance. Accordingly, we suggest \$100 for first offenses with \$250 fines for subsequent violations.

Recommendation: We recommend the above streets be added to the City Code for resident parking only enforcement and the fines for violations be increased.

Attachments:
Ordinance M-20-23

CITY OF DES PLAINES

ORDINANCE M - 20 - 23

AN ORDINANCE AMENDING TITLE 7 OF THE CITY CODE REGARDING RESIDENTIAL PARKING AND RESTRICTED RESIDENT PARKING DISTRICTS NEAR O'HARE AIRPORT.

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

WHEREAS, Chapter 3 of Title 7 of the City of Des Plaines City Code, as amended ("*City Code*"), regulates parking restrictions throughout the City; and

WHEREAS, the City desires to amend Chapter 3 of Title 7 of the City Code to delete obsolete provisions from the Residential Parking Only section related to resident and visitor parking permits, provide for additional streets to be included in the Residential Parking Only – Restricted Resident Parking District section, and increase the fine for parking in such district (collectively, "*Amendments*"); and

WHEREAS, the City Council has determined that it is in the best interest of the City to adopt the Amendments and amend the City Code as set forth in this Ordinance;

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

SECTION 1. RECITALS. The recitals set forth above are incorporated herein by reference and made a part hereof.

SECTION 2: STOPPING, STANDING AND PARKING. Section 7-3-9, titled "Residential Parking Only," of Chapter 3, titled "Stopping Standing and Parking," of Title 7, titled "Motor Vehicles and Traffic," of the City Code is hereby amended to read as follows:

"7-3-9: RESIDENTIAL PARKING ONLY:

A. Between The Hours Of Eight O'Clock A.M. To Six O'Clock P.M. Only: The following areas are designated as "resident residential-parking only" areas, during the hours of eight o'clock (8:00) A.M. to six o'clock (6:00) P.M. daily, and when signs are erected giving notice thereof, parking shall be restricted to service of delivery vehicles whose operators are doing business with residents of the designated areas ~~district~~ and vehicles owned by residents of the designated areas ~~and to vehicles displaying resident or visitor parking permits:~~

1. Evergreen Avenue between Laurel Avenue and Graceland Avenue, not including Saturdays, Sundays and holidays.

2. Willow Avenue between Laurel Avenue and Graceland Avenue, not including Saturdays, Sundays and holidays.

3. The south side of Brentwood Drive, excluding that portion of said street from the corner of Dulles Road to the end of Brentwood School property.

B. Twenty-Four Hours Daily:

1. Including Saturdays, Sundays, Holidays: The following areas are designated as "residential parking only" areas, ~~twenty-four (24)~~ hours daily, including Saturdays, Sundays and holidays, and when signs are erected giving notice thereof, parking shall be restricted to service of delivery vehicles whose operators are doing business with residents of the designated areas district and vehicles owned by residents of the designated areas and to vehicles displaying resident or visitor parking permits:

Bennett Place	From Locust Street east to alley, north side of street.
<u>Cedar Street</u>	<u>From Jarvis Avenue to Touhy Avenue.</u>
<u>Chase Avenue</u>	<u>From Scott Street to Des Plaines River Road.</u>
Cordial Drive	Both sides from Marshall Drive to 600 feet west thereof.
Dover Drive	South side from west property line of 255 Dover Drive to west property line of 93 Dover Drive.
<u>Hickory Street</u>	<u>From Chase Avenue to Touhy Avenue.</u>
<u>Jarvis Avenue</u>	<u>From Cedar Street to Magnolia Street.</u>
<u>Magnolia Street</u>	<u>From Jarvis Avenue to Touhy Avenue.</u>
Marshall Drive	Both sides from Courtesy Lane north to Mount Prospect park district property.
Pennsylvania Avenue	Both sides from Oakton Street north to Dover Drive.
<u>Scott Street</u>	<u>From Jarvis Avenue to Touhy Avenue</u>

2. Excluding Sundays: The following areas are designated as "residential parking only" areas, ~~twenty-four (24)~~ hours daily, excluding Sundays, and when signs are erected giving notice thereof, parking shall be restricted to the service of delivery vehicles whose operators are doing business with residents of the designated areas district and vehicles owned by residents of the designated areas and to vehicles displaying resident or visitor parking permits:

Prospect Avenue	Both sides from the intersection with Deane/Circle Streets to Illinois Street.
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~~C. Permit Decals: Upon application, a community service officer shall issue annual residential parking permit decals free of charge to residents of said designated areas for use on each car owned and registered within said residential parking area and displaying a current city vehicle sticker. Such a residential parking permit sticker shall be affixed at the lower left hand corner on the inside of the glass portion of the windshield of such motor vehicle, and shall be valid until the expiration date of the permit. This permit sticker shall not guarantee or reserve any parking space, nor shall it exempt the holder from the observance of any other traffic or parking regulation.~~

~~D. Guest Pass: In conjunction with issuance of a residential permit, the resident shall also receive guest passes free of charge, with a maximum of two (2) per household. Said guest passes shall be displayed in the lower left hand corner of the vehicle windshield.~~

~~E. Replacement: Replacement of an annual permit and accompanying guest passes will be issued annually or replaced when the original sticker or pass is surrendered to the city.”~~

SECTION 3: RESTRICTED RESIDENT PARKING DISTRICT. Section 7-3-10, titled “Restricted Resident Parking District,” of Chapter 3, titled “Stopping Standing and Parking,” of Title 7, titled “Motor Vehicles and Traffic,” of the City Code is hereby amended to read as follows:

“7-3-10: RESTRICTED RESIDENT PARKING DISTRICT:

A. Purpose Of Restricted Resident Parking District:

1. Allstate Arena immediately abuts a residential district of the city of Des Plaines.
2. Use of the Allstate Arena has caused an increase in the flow of traffic and use of the streets in the abutting Des Plaines residential district.
3. The increase in flow of traffic and usage of the streets in the abutting residential district constitutes a hazard to the health, safety and welfare of the residents of this abutting residential district.

B. Definition Of Encompassed Area, Resident Parking District - Phase I: From the intersection of Touhy Avenue and Mannheim Road, south on Mannheim Road to Higgins Road; east on Higgins Road to Scott Street; north on Scott Street to Touhy Avenue; west on Touhy Avenue to Mannheim Road.

C. Resident Parking District - Towaway Zone: The resident district specified in subsection B of this section shall constitute a towaway zone wherein posted.

D. Resident Parking Only - Resident District:

1. The following streets shall be resident parking only (within the abovementioned district, when signs are erected giving notice thereof):

Central Road	North side from Greco Avenue to Curtis Street.
<u>Curtis Street</u>	<u>From Pratt Avenue to south end.</u>
Estes Avenue	North side from Greco Avenue to Maple Street.
Farwell Avenue	North side from Greco Avenue to Maple Street.
Greenleaf Avenue	North side from Greco Avenue to Maple Street.
Lunt Avenue	North side from Greco Avenue to Maple Street.
Maple Street	East side from Pratt Avenue to Orchard Place School.
	West side from Pratt Avenue to Touhy Avenue.
Morse Avenue	North side from Greco Avenue to Maple Street.
<u>Nimitz Drive</u>	<u>From Curtis Street to Scott Street.</u>
Northshore Avenue	North and south sides from Curtis Street to Eisenhower Drive.
Pratt Avenue	South side from Mannheim Road to Eisenhower Drive.
<u>Sycamore Street</u>	<u>From Pratt Avenue to Central Avenue.</u>

~~2. Upon application and proof of residency in phase I district, a community service officer shall issue annual Allstate Arena parking permit decals to residents of the designated areas for use on each car owned and registered within the residential parking area and displaying a current city vehicle sticker. An Allstate Arena parking permit sticker shall be displayed on the driver's side of the windshield of the vehicle. This sticker shall not guarantee or reserve any parking space, nor shall it exempt the holder from the observance of any other traffic or parking regulations and shall be valid only in phase I orchard place district.~~

~~3. Upon application of a resident of phase I district, two (2) individual guest passes shall be issued to residents for the use of nonresidents who are guests of the resident. Only two (2) guest permits shall be issued per year. When a resident has need for more than two (2) guest passes, the resident shall contact the police department and specify the license plates of additional vehicles. These permits shall not guarantee or reserve any parking space, nor shall they exempt the holder from the observance of any other traffic or parking regulations and shall be valid only in phase I orchard place district.~~

~~4. No fee shall be charged for the annual Allstate Arena parking permit or guest passes. Replacement permits shall be issued upon receipt of an identifiable portion of the removed decal and a receipt for the current city vehicle sticker, and shall be treated the same as residential parking permits and guest passes.~~

~~E. No Parking At Any Time Resident District: The following streets shall be "No Parking At Any Time" (within the abovementioned district, when signs are erected giving notice thereof):~~

Street	Location	Side
Alger Street	Mannheim Road to Orchard Place	Both
Central Avenue	Greco Avenue to Curtis Street	South
Curtis Street	Central Avenue to Pratt Avenue	West
	Nimitz Drive to Pratt Avenue	East
Dale Street	Estes Avenue to Touhy Avenue	Both
Estes Avenue	Greco Avenue to Maple Street	South
Farwell Avenue	Greco Avenue to Maple Street	South
Greco Avenue	Pratt Avenue to Touhy Avenue	Both
Greenleaf Avenue	Greco Avenue to Maple Street	South
Lunt Avenue	Greco Avenue to Maple Street	South
Maple Street	Orchard Place School to Touhy Avenue	East
Morse Avenue	Greco Avenue to Maple Street	South
Nimitz Drive	Curtis Street to Eisenhower Drive	Both
Orchard Place	Higgins Road to Pratt Avenue	Both
Pratt Avenue	Mannheim Road to Eisenhower Drive	North
Sycamore Street	Central Avenue to Pratt Avenue	East

F-E No Parking 9:00 P.M. To 6:00 A.M. - Resident District: The following streets shall be "No Parking 9:00 P.M. to 6:00 A.M." (within the abovementioned district, when signs are erected giving notice thereof):

Street	Location	Side
Fargo Avenue	Lee Street east to Ash Street	North
Highland Drive	Lee Street east to Spruce Avenue	North"

”

SECTION 4: CODE VIOLATIONS FINES. Section 7-10-6, titled “Code Violation Fines,” of Chapter 10, retitled as “Traffic Enforcement and Penalties,” of Title 7, titled “Motor Vehicles and Traffic,” of the City Code is hereby amended to read as follows:

“7-10-6: CODE VIOLATION FINES:

Any person violating or failing to comply with any provision of this title shall be fined in accordance with the respective code violation amount specified in the following schedule:

SCHEDULE OF CODE VIOLATION FINES

Code §	Violation	Citation Fine	21-Day Fine Final Notice
	*	*	*
7-3-9	Residential parking only by permit	31.00 <u>First violation:</u>	46.00 <u>100.00</u>
		<u>Subsequent violation(s):</u>	<u>250.00</u>
7-3-10	Posted towaway zone	63.00 <u>First violation:</u>	78.00 <u>100.00</u>
		<u>Subsequent violation(s):</u>	<u>250.00</u>
	*	*	*”

SECTION 5. SEVERABILITY. If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

SECTION 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form according to law.

[SIGNATURE PAGE FOLLOWS]

PASSED this _____ day of _____, 2023.

APPROVED this _____ day of _____, 2023.

VOTE: Ayes _____ Nays _____ Absent _____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
____ day of _____, 2023.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Ordinance Amending Title 7 re Residential Parking Near OHare



FINANCE DEPARTMENT

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

MEMORANDUM

Date: November 20, 2023
 To: Michael G. Bartholomew, City Manager
 From: Dorothy Wisniewski, Assistant City Manager/Director of Finance
 Becky Madison, Human Resources Director *BAM*
 Subject: Collective Bargaining Agreement (CBA) Ratification – AFSCME

Issue: For the City Council to approve and ratify the American Federation of State, County and Municipal Employees (AFSCME) collective bargaining agreement which will cover the period of January 1, 2023 through December 31, 2025.

Analysis: The current agreement with the City of Des Plaines AFSCME union expired on December 31, 2022. The parties have been in negotiations on a successor agreement since July 2022. The term of the recommended agreement is from January 1, 2023 through December 31, 2025. The agreement applies to 39 budgeted positions within the AFSCME bargaining group that span throughout the organization within the Engineering, Community and Economic Development, Finance, IT and Police Departments.

Significant provision changes of the agreement include the following:

AFSCME			
Term:	Three (3) Year Term January 1, 2023 to December 31, 2025		
Wages:	Year	GWI	
	2023	3.25%	GWI in effect as of the date of settlement (October 16, 2023) Per position market range adjustments more than the 3.25% on 18 positions. Nine positions merged between Tiers I and II
	2024	2.75%	
	2025	2.75%	
Other:	\$1,500 bonus for each covered employee employed at the time of settlement (October 16, 2023) in leu or retroactive payments.		
	Increase boot allowance for Inspectors and Civil Engineers from \$100 to \$150.		
	Increased employee portion of the health insurance premium share from 7% to 10% beginning on January 1, 2024.		
	For safety reasons, the City obtained the right to use in-vehicle video cameras and GPS location devices on vehicles and other City equipment.		

For comparison purposes on the GWI, the following provides a chart of the external comparable information related to AFSCME employees as well as our internal comparable contracts.

GWI Comparison			
	2023	2024	2025
Comparable Communities	3.08%	3.18%	3.00%
IAFF – Firefighters	2.25%	2.50%	TBD
MAP 240	2.25%	2.50%	2.50%
MAP 241	2.50%	2.50%	2.50%
MECCA	2.00%	2.25%	TBD
Average	2.42%	2.55%	2.50%
AFSCME	3.25%	2.75%	2.75%

Recommendation: We recommend the City Council approve the proposed collective bargaining agreement between the City of Des Plaines and the American Federation of State, County and Municipal Employees (AFSCME).

Attachments:

Attachment 1 – Resolution R-209-23 approving a Collective Bargaining Agreement with AFSCME

Exhibit A – Collective Bargaining Agreement between The City of Des Plaines and the American Federation of State, County and Municipal Employees

CITY OF DES PLAINES

RESOLUTION R - 209 - 23

A RESOLUTION APPROVING A THREE-YEAR COLLECTIVE BARGAINING AGREEMENT WITH THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES.

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

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

WHEREAS, certain personnel employed by the City of Des Plaines ("**Employees**") are represented by the American Federation of State, County and Municipal Employees (AFSCME) ("**Union**"); and

WHEREAS, the City and the Union desire to enter into a three-year collective bargaining agreement regarding the terms of employment of the Employees by the City with a term beginning January 1, 2023 and ending December 31, 2025 ("**Agreement**"); and

WHEREAS, the Union membership voted to ratify the Agreement on November 2, 2023; and

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

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 by and between the City and the Union in substantially the form attached to this Resolution as **Exhibit A**.

SECTION 3: EXECUTION OF AGREEMENT. The City Manager and the City Clerk are hereby authorized and directed to execute and seal, on behalf of the City, the Agreement upon receipt by the City Clerk of at least one original copy of the Agreement executed by the Union; provided, however, that if the executed copy of the Agreement is not received by the City Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest shall, at the option of the City Council, be null and void.

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

PASSED this ____ day of _____, 2023.

APPROVED this ____ day of _____, 2023.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Collective Bargaining Agreement with AFSCME 2023-2025

EXHIBIT A
AGREEMENT

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF DES PLAINES
and
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
COUNCIL 31, LOCAL 3891

JANUARY 1, 2023 – DECEMBER 31, 2025

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PREAMBLE

This Agreement, entered into by the City of Des Plaines, hereinafter referred to as “the City”, and American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, for and on behalf of Local 3891, hereinafter referred to as “the Union”, has as its purpose the promotion of harmonious relations between the City and the employees being represented by the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I

RECOGNITION

Section 1.1. Exclusive Bargaining Representative

The City recognizes the Union as the sole and exclusive bargaining representative in all matters pertaining to wages and salaries, hours, working conditions and other conditions of employment for all full-time and regular part-time employees whose job classifications are included in the bargaining unit certified by the Illinois State Labor Relations Board following a hearing on Consolidated Cases No. S-RC-9295, S-RC-9297, S-RC-92101, except those excluded pursuant to P.A. 83-(1012 or 1014) and by agreement of the City and the Union.

Section 1.2. New Job Classifications

When a new classification is instituted, the work of which falls within the scope of the unit, or where the parties mutually agree to exclude any classification or job from the unit, the parties shall jointly petition the Illinois Labor Board to seek the necessary unit clarification. If a new classification is established within the bargaining unit, the City shall assign a pay grade to said classification. If the Union disagrees with the rate designated by the City, the parties shall negotiate a pay grade for the new classification. If no agreement is reached within a reasonable period, the Union may appeal the City-designated rate to the fourth step of the grievance procedure.

Section 1.3. Semi Full-Time Employee Definition

All employees who regularly work at least 1,560 hours/year (average of 30 hours/week), but less than thirty-seven and one half (37.5) hours per week, shall be considered semi full-time employees.

ARTICLE II
NON-DISCRIMINATION

Section 2.1. Prohibition Against Discrimination

The City agrees not to discriminate against any employee on the basis of union activities, race, sex, creed, religion, color, national origin, marital or parental status, political affiliation and/or beliefs, mental or physical disability.

Section 2.2. Union Non-participation

The Union shall not advise or represent employees before any Federal or State anti-discrimination administrative agencies where the events giving rise to the employee's claim have been arbitrated under the grievance procedure of this contract. If a given discrimination charge is filed by the employee and/or the Union, the City will have no obligation to process the same charge through the arbitration procedure of this agreement.

ARTICLE III
MANAGEMENT RIGHTS

The Union recognizes and agrees that the City reserves and retains, solely and exclusively, all of its rights to manage the affairs of the City, as such rights existed prior to the execution of this Agreement with the Union, except as otherwise changed or modified by this Agreement or applicable law. In no event shall any right, function, or prerogative of the City and its designated management not limited by this Agreement ever be deemed or construed to have been modified or impaired by any past practice or course of conduct or otherwise than by an explicit provision of this Agreement. The sole and exclusive rights and responsibilities of the City shall include, but are not limited to, the following:

- (a) To determine the City's mission, policies, procedures and to establish standards of City service offered to the public;

- (b) To determine the City's budget;
- (c) To determine and to re-determine position responsibilities and the City's organizational structure;
- (d) To determine and to re-determine the methods, means, number of personnel needed to carry out the City's mission and objectives;
- (e) To establish or continue policies, practices, and procedures for the conduct of the business of the City and its City-wide employees and to change or abolish such policies, practices or procedures;
- (f) To plan, direct, control, and determine the work and/or services provided and/or performed by City employees and to determine job related qualifications for such work and/or services;
- (g) To assign work to such employees in accordance with requirements of this agreement and to establish and change schedules and assignments;
- (h) To hire, promote, demote, discipline, terminate, or otherwise relieve employees from duty for just cause, to lay off employees due to a change in the City's needs or the City's financial position;
- (i) To determine the number of hours per day, or per week, that City operations must be conducted;
- (j) To determine the equipment, facilities, and materials to be used in the course of City business, as well as to introduce new or improved equipment, facilities, and materials;
- (k) To make, amend, publish and enforce reasonable rules;
- (l) To prescribe appearance standards for City employees.

ARTICLE IV
UNION RIGHTS

Section 4.1. Union Activity During Working Hours

An employee may, at the discretion of his/her supervisor, be allowed reasonable time off with pay during working hours to attend grievance hearings, labor/management meetings, contract negotiations, or other meetings called, or agreed to, by the City.

Such time shall not be approved if it is the employee's supervisor's opinion that the employee's absence would conflict with, hinder, or disrupt City business and/or if schedules cannot be satisfactorily arranged to accommodate the City's needs.

Section 4.2. Access to Premises by AFSCME Staff Representatives

The City agrees that AFSCME staff representatives shall have reasonable access to the premises, giving notice upon arrival to the appropriate City representative. The Union agrees there will be no interference with group or individual work efforts during such visits.

Section 4.3. Time Off for Union Activities

Local Union representatives may be allowed reasonable time off without pay, as determined and approved by the employee's supervisor, for legitimate Union business, such as State or area-wide Union committee meetings and conventions. The representatives shall give a reasonable amount of notice to their supervisors so that the time off does not conflict with City business.

Section 4.4. Union Bulletin Boards

The City shall allow the Union to post one bulletin board, in a location to be designated by the City, in City Hall, the Department of Public Works, the Police Station, and Fire Station #1. The bulletin board shall be for the sole and exclusive use of the Union.

Section 4.5. Union Meetings on Premises

The City agrees to make available conference/meeting rooms for Union activities with prior notification to the City Clerk, provided that the Union's use of the rooms does not conflict with the City's use of the rooms or City business.

Section 4.6. Information Provided to AFSCME

On May 1st of each year, or upon request, but not more frequently than quarterly, the City shall furnish the Union with a current seniority roster upon the Union's request, identifying bargaining unit employees by the last four (4) digits of their Social Security Numbers, job titles, addresses, date of hire, known email address and listed phone numbers. When the City hires, lays off, promotes, transfers, places on a leave of absence, or when employees permanently separated from service with the City (i.e. termination, resignation, retirement), the City shall provide notice to the Local President.

Section 4.7. Union Orientation

Each newly hired bargaining unit employee shall be scheduled at a time and place mutually agreeable to the parties for an orientation which shall be provided by the Union. The Union orientation period shall be one (1) hour, and shall take place during the employee's regular working hours with no loss of pay to the employees involved.

Section 4.8. Use of City Technology

The Union may have reasonable use of computers to distribute information through E-mail or to prepare union materials such as union notices and union newsletters. Use of such technology shall be done during non-work times and shall be subject to the City's Information Technology Policy.

Section 4.9. City-Wide Employment Policies

The City shall provide the Union with thirty (30) days notice prior to implementing any new, or change to an existing City-wide employment policy.

Section 4.10. City Ordinance 1-7A-5

Employees who receive commands from elected officials that are in direct conflict with written departmental policies, rules or regulations shall immediately contact their Department Head or designee for direction on how to respond.

Section 4.11. Indemnification

If any claim or action is instituted against an employee based on an injury allegedly arising out of an act or omission occurring within the scope of his/her employment, the City shall respond to such claim or action as required by Illinois Law. *See* 745 ILCS 10/2-302.

ARTICLE V
UNION SECURITY

Section 5.1. Checkoff Deductions

The City agrees to deduct Union membership dues, assessments and voluntary PEOPLE contributions from the pay of those employees who individually request it. Such authorized deductions shall be made upon receipt of an appropriate, voluntary, lawful effective check-off authorization from an employee. The deductions of all participating employees and a list of their names, and the last four (4) digits of their Social Security Numbers shall be remitted monthly to the Union at the address designated in writing to the City by the Union.

Section 5.2. Indemnification

The Union shall indemnify, defend, and hold the City harmless against any claim, demand, suit or liability arising from any action taken by the City in complying with this Article.

ARTICLE VI
GRIEVANCE PROCEDURE

Section 6.1. Grievance Steps

Should any dispute arise between the City and the Union or any of its employees involving the interpretation, application, or alleged violation of any of the specific provisions of this Agreement, or the discipline/discharge of an employee such dispute shall be settled in accordance with the following procedure.

STEP ONE: Immediate Supervisor.

The Union and the employee shall raise the grievance with the employee's immediate supervisor by submitting a written statement including the following information: the article and section of this Agreement that are involved, the remedy sought, the situation

from which the grievance has arisen, the date that the events giving rise to the grievance occurred, and the date that the statement was presented to the employee's immediate supervisor. The statement shall be signed by the employee and shall be on a mutually approved form. All grievances must be presented not later than fourteen (14) calendar days from the date of the event giving rise to the grievance. The immediate supervisor or designee shall meet with the Union and grievant within fourteen (14) days after it is presented and render a written response within seven (7) days of the meeting.

STEP TWO: Department Head.

In the event that the grievance is not resolved in Step 1, it shall be presented in writing by the grieving party to the grievant's Department Head or designee within fourteen (14) calendar days of the receipt of the response from the immediate supervisor, or the date such response was due, whichever is earlier. Within fourteen (14) calendar days after the grievance is presented to the appropriate person as required in Step 2, the Department Head or designee will discuss the grievance with the Union and grievant. The Department Head or designee shall provide the union and grievant with a written response to the grievance within fourteen (14) calendar days after such discussion is held.

STEP THREE: City Manager.

In the event that the grievance is not resolved in Step 2, it shall be presented in writing by the grieving party to the City Manager or designee within fourteen (14) calendar days of the receipt of the response from the Department Head, or the date such response was due, whichever is earlier. Within fourteen (14) calendar days after the grievance is presented to the appropriate person as required in Step 3, the City Manager or designee will discuss the grievance with the union and grievant. The City Manager or designee shall provide the grievant with a written response to the grievance within fourteen (14) calendar days after such discussion is held. If the City Manager desires to present the issues involved in the grievance before the City Council, the City Manager shall have up to thirty (30) calendar days to respond to the grievance. In such an instance, the City Manager or designee shall provide the grievant with a written response to the grievance within forty (40) calendar days.

STEP FOUR: Arbitration.

In the event the grievance has not been satisfactorily settled, the Union may appeal the grievance to arbitration within forty (40) calendar days of the receipt of the last answer given by the City. If arbitration is selected, the parties will request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Selections from this list shall be made within fourteen (14) calendar days by the parties striking names alternately from such list until one name alone remains. The person whose name remains shall be the arbitrator.

The Award of the Arbitrator shall be final and binding. Jurisdiction of the arbitrator shall be only in regard to the particular dispute before the arbitrator, and the arbitrator shall have no power or authority to add to, subtract from, modify or change in any way any of the terms of this Agreement, or to write any new clause, change an existing clause, or write a new agreement. The arbitrator shall have no power to pass upon any subject not specifically provided for in this Agreement or any function that belongs to the City or its designated Management Rights Article, except those subjects specifically provided in this contract.

Each party shall assume the cost of presenting its case before the arbitrator. The expenses and fees of the arbitrator shall be shared jointly by both parties.

Section 6.2. Time Limits

Time limits should be strictly adhered to by both parties unless extensions are mutually agreed upon at any step. No grievance shall be entertained or processed unless it is submitted within the time set forth hereinabove. If a grievance is not presented within the time limits set forth above, it shall be considered withdrawn. If the City does not answer a grievance at any step within the time limits specified, the grievance shall be deemed denied at that step, and the Union may proceed to process the grievance at the next step. The time limits may be extended by mutual agreement of the parties in writing.

Section 6.3. Grievance Attendance and Investigation

If a grievance meeting is agreed to by the City during the working hours of the grievant, the grievant, the steward, and any necessary witnesses shall be excused with pay for the purpose

of attending said grievance meeting. It is understood that witnesses may be released individually and separately, in accordance with the operational needs of the workplace.

Section 6.4. Advanced Grievance Step Filing

A grievance may be filed at an advanced step of the grievance procedure by mutual agreement between the appropriate Union representative and the appropriate Employer representative at the step where it is desired to initiate the grievance. Grievances involving discharge shall be heard immediately at the Fourth Step of the grievance procedure.

Section 6.5. Conflict with City Personnel Policies

Where the City's personnel policies conflict with the provisions of this Agreement, this Agreement shall take precedence. Where this Agreement is silent on a subject, the City's personnel policies shall be in full force and effect.

ARTICLE VII
PERSONNEL FILES

Any bargaining unit employee shall have the right to inspect any personnel documents which are, have been or are intended to be used in determining that employee's qualifications for employment, promotion, transfer, additional compensation, discharge or other disciplinary action, pursuant to all applicable provisions of the revised Personnel Record Review Act of the State of Illinois.

ARTICLE VIII
DISCIPLINE

Section 8.1. Definition

The City agrees that the tenets of progressive and corrective discipline should be observed whenever appropriate. If attempts at correcting the unacceptable behavior of an employee fail, or if the performance that has fallen below acceptable standards is not corrected, disciplinary actions of a progressive nature may be issued. However, the City is not obligated to follow progressive discipline in every instance, as employees who commit a serious offense will be

issued discipline as deemed appropriate, up to and including termination. Normally, progressive disciplinary action shall include only the following:

1. Oral reprimands that are not set forth in writing and provided to the employee shall not be used as a step in progressive corrective discipline;
2. Written reprimand;
3. Suspension;
4. Discharge.

Disciplinary action may be imposed upon an employee only for just cause. Discipline shall be imposed as soon as practicable after the City is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter.

Section 8.2. Manner of Discipline

If the City has reason to discipline an employee, it shall normally be done in a manner that will not embarrass the employee before other employees or members of the public.

Section 8.3. Pre-Disciplinary Meeting

For discipline greater than written reprimands the City shall meet with the employee to inform him/her of the charges and reason for such contemplated disciplinary action. Unless circumstances dictate the necessity for immediate suspension, the employee shall be given the opportunity to rebut/clarify the circumstance(s) prior to any action being taken. An employee will always be entitled to Union representation in any meeting held with the employee to discuss discipline.

Section 8.4. Notification and Measure of Disciplinary Action

In the event of suspension or discharge, the City shall furnish the employee, in writing, with a statement of the reasons for and the measure of discipline, and shall inform the Union of the direction of the disciplinary layoff or the fact of discharge. Nothing in this Section shall prevent the City from relieving employees from duty in accordance with its practice.

Section 8.5. Removal of Discipline

Starting on December 13, 2016 any new notation of a verbal reprimand shall not be relied upon for progressive discipline if, from the date of the last verbal reprimand, twenty-four (24) months have passed without the employee receiving additional discipline. Similarly, any written reprimand shall not be relied upon for progressive discipline, if from the date of the last written discipline forty-eight (48) months have passed without the employee receiving additional discipline. It is the employee's responsibility to request in writing to the Human Resources Director that a documented verbal or written reprimand be removed from his/her personnel file after the time periods listed above have elapsed. In order to defend against possible charges and/or federal compliance, any discipline removed from an employee's personnel file may be retained by the City in the City's legal files.

ARTICLE IX
SENIORITY

For full-time employees seniority means uninterrupted employment with the City beginning with the latest date of hiring with the City and includes layoffs and other periods of absence authorized by this agreement.

Regular part-time employees shall have prorated seniority.

ARTICLE X
PROBATIONARY PERIOD

An employee will be a probationary employee for his/her first twelve (12) months of employment, and shall not have recourse to the arbitration procedures of this contract to protest discharge. Upon mutual agreement between the City and the Union, the probationary period may be extended up to an additional six months. A representative of the Union shall be allowed to attend meetings between the City and the probationary employee for the purposes of discussing the extension of a probationary period and/or any disciplinary matters.

ARTICLE XI
COMPENSATION

Section 11.1. Wage Increases

Effective upon date of settlement of this agreement, the Tier 2 salary schedule ranges for the positions of Accounts Payable Clerk, Associate Planner, Planner, Senior Planner, Civil Engineer II, Civil Engineer I, Building Inspector, Electrical Inspector, Plumbing Inspector, Clerk, Intermediate Clerk, Senior Clerk, Senior Utility Billing Clerk, Code Enforcement Inspector, Community Service Officer, Police Records Clerk, Secretary and Permit Technician will be adjusted according to Appendix A – Tier 2. The Tier 1 salary schedule ranges for the positions of Associate Planner, Civil Engineer, Clerk, Community Services Officer, Accounts Payable Clerk, Senior Utility Billing Clerk, Intermediate Clerk, Permit Technician, Police Records Clerk, Senior Clerk and Senior Planner have been adjusted to be in line with Tier 2 salary ranges for the same positions at the same time. Employees whose rate falls below the minimum rate will be placed at the new minimum rate upon date of settlement of this agreement.

Upon date of settlement of this agreement all other employees covered by this Agreement who are in the bargaining unit on the date this Agreement is executed, shall receive a 3.25% increase to their base salary. The salary ranges for position classifications covered by this Agreement shall increase accordingly, as reflected on the attached wage appendices unless otherwise noted.

Note: All employees in the bargaining unit as of the date of settlement, i.e. October 16, 2023, shall receive a one-time lump sum bonus in the gross amount of \$1,500 which said amount shall not be added to base pay.

Effective January 1, 2024, all employees covered by this Agreement shall receive a 2.75% increase to their base salary. The salary ranges for position classifications covered by this Agreement shall increase accordingly, as reflected on the attached wage appendices.

Effective January 1, 2025, all employees covered by this Agreement shall receive a 2.75% increase to their base salary. The salary ranges for position classifications covered by this Agreement shall increase accordingly, as reflected on the attached wage appendices.

Section 11.2. New Hires After January 1, 2012

Any employee hired after January 1, 2012 will be placed in a Tier #2 salary range. The Tier #2 salary range shall be listed in Appendix A (applicable wage table) of this Agreement.

Note: Certain job classification titles have been removed from the wage appendices because such positions have been and remain vacant, and there are no current plans to hire into such classifications. The City agrees that when and if a full-time or regular part-time employee is hired into such a classification by the City, they shall be considered bargaining unit employees, consistent with Section 1.1 of this Agreement.

Section 11.3. Performance Appraisals

Employees covered by this Agreement shall be eligible to receive a 0% to 2.5% wage increase within their salary range, on their anniversary date of employment, or the date or reclassification to a higher paid bargaining unit position, whichever is later, based upon the performance appraisal for the prior 12 months. If the performance appraisal increase exceeds the maximum for the salary range he/she shall be eligible to receive the difference as a bonus of 0% to 1.5% above the maximum of salary range. If the employee is at the top of her/his salary range she/he shall be eligible to receive a bonus of 0% to 1.5% based upon periodic performance appraisals.

Written performance appraisals shall be prepared by the employee's immediate supervisor who is outside the bargaining unit and has first hand knowledge of the employee's work. The performance appraisals shall be limited to the employee's performance of the duties assigned and factors related thereto.

Advancement within the salary range shall be made on the basis of annual performance appraisals. At the employee's request there shall be an informal verbal performance evaluation meeting between the employee and his/her supervisor generally six (6) months prior to the anniversary date's final performance appraisal.

Each performance appraisal shall be discussed with the employee along with the reasons for the granting or denying of a scheduled merit increase. Each employee, upon request, will be furnished with a copy of her/his performance appraisal along with a written statement of the reason for granting or denying any merit increase.

Any claim that a merit pay determination is arbitrary and capricious may be heard by the Director of Human Resources and/or the City Manager, at the option of the employee.

Section 11.4. Longevity

Full-time employees with continuous unbroken service records shall receive longevity payment in accordance with their job classification, as listed in the Salary Schedule. Eligibility for longevity increases will continue for all employees of the City hired prior to May 1, 1994. Employees hired thereafter will not be eligible for longevity at any time during their City career.

Section 11.5. Uniform Allowance

Community Service Officers shall be required to wear and continuously maintain prescribed items of uniform clothing. Community Service Officers shall receive an annual uniform allowance of \$700 for each year of the agreement for the purchase of all necessary or required uniforms and equipment. A uniform allowance will only be issued to an employee who is on active duty.

Building Inspectors, Housing Inspectors, Electrical Inspectors, Plumbing Inspectors, Sanitarians, Engineering Inspectors, Engineering Technicians, and Civil Engineers shall be required to wear department approved footgear and shall receive an annual allowance of \$150 for each year of the agreement for the purpose of purchasing department-approved footgear. An allowance will only be issued to an employee on active field duty as determined by the appropriate department head.

The City reserves the right to administer uniform allowances through a quartermaster system. The City shall notify the Union at least thirty (30) days prior to implementing a quartermaster system.

Section 11.6. Community Service Officers – Court Pay

Community Service Officers shall receive \$135 for time spent in court or in administrative hearings on their non-scheduled work day and when required by subpoena or by order

Section 11.7. Community Service Officers Training Differential

Following execution of this agreement, Community Service Officers shall receive Twenty Dollars (\$20.00) per day for each day he/she is working and assigned to train a new employee (or \$10.00 per half day).

Section 11.8. Bilingual Pay

Employees who are selected and then certified per City testing standards as fluent in Spanish or Polish shall receive a \$75.00 pay differential per month for as long as they remain in their current positions. This pay shall be calculated and added to the employee's hourly rate of pay.

ARTICLE XII

HOURS OF WORK

Section 12.1. Definitions

The work day for the current employees and job classifications shall consist of 8-1/2 consecutive hours (including one hour unpaid lunch). The work schedule shall consist of five (5) consecutive work days followed by two (2) consecutive days off. The City shall notify in writing, the Union and any affected employees, no less than thirty (30) days in advance of a permanent or indefinite change in work schedule. The work week is defined as the 168 hours commencing at 12:00 a.m. Saturday and running to 11:59 p.m. the following Friday.

The work day for Community Service Officers (CSOs) shall consist of 8 consecutive hours. For CSOs assigned to Police patrol operations, the work schedule shall consist of five (5) work days which may or may not be consecutive, and the work week shall be defined as the 168 hours commencing at 12:00 a.m. Saturday and running to 11:59 p.m. the following Friday. For CSOs not assigned to Police patrol operations, the work schedule shall consist of five (5) consecutive work days followed by two (2) consecutive days off, and the work week shall be defined as the 168 hours commencing at 12:00 a.m. Saturday and running to 11:59 p.m. the following Friday.

Section 12.2. Overtime Payment

Employees working in excess of a regularly scheduled forty (40) hours in any work week shall be paid at the rate of one and one-half (1-1/2) times the employee's straight time hourly rate. Employees in the positions of Civil Engineer, Senior Planner and any other position exempt from the FLSA overtime provision, shall be paid at the straight time hourly rate for all hours worked in excess of a regularly scheduled forty (40) hours in any work week.

Section 12.3. Comp Time Option

Department heads shall determine whether employees shall receive pay or compensatory time for hours worked in excess of forty (40) in any work week. Compensatory time accrued in excess of forty (40) hours shall be paid out at the employee's applicable hourly rate. Compensatory time shall not be accumulated from one year to the next. An employee shall have until December 31 to use or be paid for any compensatory time remaining.

Section 12.4. Paid Time Off

Time off for any holidays, vacations, personal days and bereavement days shall be counted as time worked for overtime computation. For purposes of overtime calculation, sick leave and compensatory time will not be counted as paid time off.

Section 12.5. Breaks and Meals

There shall be two (2) rest periods of fifteen (15) minutes each during each regular shift. Excepting CSOs, employees will be allowed to take a one-hour uninterrupted, unpaid, lunch break during each work day. The City will make reasonable effort to schedule such lunch break approximately halfway through the regular work day. Employees shall have the right to leave the work site during such period. The City expects that the employee will take their meal period unless prior authorization is obtained from their supervisor to receive compensation for that time period.

Section 12.6. Flex-Schedules

An employee may request a flex-time schedule, which will be subject to the operating needs of the City and granted or not granted at the discretion of the City.

Section 12.7. Call-Back Pay

Any employee called back to work outside of his/her regularly scheduled shift, or on his/her scheduled days off, shall be paid a minimum of two (2) hours overtime pay at the applicable rate. This does not apply to an employee who is continuing his/her regular shift.

ARTICLE XIII
HOLIDAYS

Section 13.1. Holidays

The following days, or days which may be substituted therefore by the City, shall be considered to be holidays:

New Year's Day

President's Day

Martin Luther King, Jr. Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans' Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Day

When a holiday falls on a Sunday, the Monday following shall be observed as a holiday. When a holiday falls on a Saturday, the Friday preceding shall be observed as a holiday.

Community Service Officers (CSOs) assigned to patrol duties shall observe the holiday on the day the City observes the holiday, except for New Years Day, Independence Day, and Christmas Day, on which the actual calendar day of the holiday shall be observed.

Section 13.2. Holiday Pay Eligibility

In order to qualify for holiday pay, an employee must work the employee's last full regularly scheduled work day preceding the holiday and the employee's first full regularly scheduled work day following the holiday, or is absent from work on one or both of those days as a result of a pre-approved absence (vacation, compensatory time, bonus day, personal day, or pre-approved sick leave).

Section 13.3. Holiday Pay

When a holiday falls on an employee's scheduled day off, or when an employee works on a holiday as assigned by his/her department head, equivalent time off shall be granted within the following twelve (12) month period. It shall be granted on the day requested by the employee unless to do so would interfere with the City's operations, in which event the employee's next requested day off shall be given. When an employee works on a holiday, he/she shall receive time and one-half (1-1/2) times his/her regular rate of pay.

For Community Service Officers (CSOs) when a holiday falls on an employee's scheduled day off, or when an employee works on a holiday as assigned by his/her department head, equivalent time off shall be granted within the following twelve (12) month period. It shall be granted on the day requested by the employee unless to do so would interfere with the City's operations. When an employee works on a holiday, he/she shall receive time and one-half (1-1/2) times his/her regular rate of pay.

Section 13.4. Holiday During Vacation

When a holiday falls on an employee's regularly scheduled work day during the employee's vacation period, the employee will be charged with that holiday and retain the vacation day.

Section 13.5. Holiday Pay Days

In the event that a pay day is on a holiday, the last work day immediately preceding the holiday shall be designated as "pay day".

Section 13.6. Semi Full-Time Employees

Semi full-time employees shall be paid holiday pay for the number of hours they would have regularly been scheduled to work.

Section 13.7. Payout of Holiday Leave Upon Separation

Upon separation from employment, employees shall be paid for all accrued holiday leave remaining in their leave bank.

Section 13.8. Non-Emergency Closings

When the City closes some offices for non-emergency reasons (e.g., Christmas Eve, New Year's Eve), but other essential service employees must remain at work, all covered employees shall receive an equal amount of compensatory time off at a later date.

ARTICLE XIV
VACATION

Section 14.1. Vacation Accrual

Full-time employees shall accrue vacation leave in accordance with the following schedule:

<u>Continuous Years of Service</u>	<u>Annual Accrual (7.5/8 Hour Day)</u>
1 Year to 4 Years	10 days
5 Years to 9 Years	15 days
10 Years to 14 Years	17 days
15 Years to 19 Years	20 days
20 Years to 24 Years	23 days
25 Years +	25 days

Semi full-time employees shall accrue vacation leave in accordance with the following schedule:

<u>Continuous Years of Service</u>	<u>Annual Accrual (7.5/8 Hour Day)</u>
1 to 4 Years	5 Days
5 to 9 Years	7 Days
10 to 14 Years	8 Days
15 to 19 Years	10 Days
20 to 24 Years	11 Days

25+ Years

12 Days

Semi full-time employees shall be considered to have worked a continuous year of service for each successive period of 1,950 or 2,080 hours worked (as applicable).

Employees begin accruing vacation leave with their first payroll period and each subsequent payroll period. Employees accrue vacation leave hours consistent with the number of hours of their regular workday (e.g. An 8-hour workday earns an 8-hour vacation day, etc.). Vacation leave shall not accrue bi-weekly if employees are absent on any leave “without pay”, while receiving disability payments, or for the accrued paid leave paid-out upon separation or retirement.

Section 14.2. Maximum Vacation Leave Balance

Employees may accumulate a maximum vacation leave balance equal to one-and-one-half (1.5) times their annual accrual (e.g., An annual accrual of 10 vacation days would allow a maximum balance of 15 vacation days; an annual accrual of 15 vacation days would allow a maximum balance of 22.5 vacation days; etc.). Employees reaching their maximum vacation leave accrual will cease to earn additional vacation leave hours until their vacation leave balance falls below their maximum accrual limit.

Section 14.3. Use of Vacation Leave

Vacation leave may be taken in increments of not less than one (1) hour, at any time after it is earned, upon approval of the employee’s immediate supervisor. Employees shall not be allowed to schedule vacation leave if the amount of time scheduled results in a negative balance.

Section 14.4. Vacation Leave Scheduling

Subject to each department’s operating needs, vacations leave shall be scheduled as requested by the employee. Any conflicts arising out of a department being unable to grant multiple employee vacation leave requests shall be resolved on a seniority basis, seniority defined as length of service with the City. Once an employee’s vacation leave request has been approved it shall not be disapproved by a more senior employee making a subsequent vacation leave request for the same day. Vacation leave requests shall be responded to in a reasonable time, and shall not be arbitrarily or capriciously denied, however, any disputes that arise shall not be subject to the arbitration clause of the grievance procedure.

Section 14.5. Payout of Vacation Leave Upon Separation

Employees who separate from the City for reasons other than a retirement or duty disability retirement shall have all accrued but unused vacation leave paid directly to them in a lump sum on a subsequent payroll disbursement.

Employees within the City’s Retirement Health Savings (RHS) plan shall have all accrued but unused vacation leave paid into an RHS plan account at 100% of the employee’s hourly rate of pay, in accordance with Section 19.6. Retiree Health Savings Plan.

ARTICLE XV

SICK LEAVE

Section 15.1. Sick Leave Accrual

Employees begin accruing sick leave hours with the first payroll period and each subsequent payroll period. Full-time employees accrue sick leave each payroll period equal to one (1) day a month up to twelve (12) days annually. Regular part-time employees accrue sick leave each payroll period equal to one-half (1/2) day a month up to six (6) days annually.

Section 15.2. Maximum Sick Leave Balance

Employees may accumulate a maximum sick leave balance of ninety (90) days. Employees are informed on each bi-weekly payroll through eSuite of their current sick leave balances. Annual sick leave earned in excess of an employee’s maximum balance is applicable to the provisions of Section 19.6. Retiree Health Savings Plan.

Section 15.3. Sick Leave Use

Sick leave may be used for illness, disability, or injury of the employee, appointments with a professional medical/dental practitioner, and in the event of illness, disability, or injury in an employee’s family or household, if the employee’s personal care and attendance is required. For purposes of definition, the “family or household” shall be spouse, parents, step-parents, sibling(s), children, step-children, grandparents and in-laws.

Section 15.4. Scheduling of Sick Leave

Employees shall request the use of sick leave to their Department Director or immediate supervisor as far in advance as possible of a scheduled day of work. Employees shall report to their Department Director or immediate supervisor on each subsequent sick day absent from a scheduled day of work unless an alternative schedule of reporting is authorized. An employee's failure to report when absent on sick leave shall be considered absent without leave or pay and subject to disciplinary action, up to and including discharge.

Employees may request taking sick leave up to their actual hours available in no less than one-hour (1) increments. Use of sick leave cannot result in a negative balance, nor are employees allowed to substitute other accrued paid leave in conjunction with a sick leave request. Any request for sick leave that would result in a negative sick leave balance for that employee shall be denied. Employees who are absent subsequent to their sick leave request being denied shall be considered absent without leave or pay and subject to disciplinary action, up to and including discharge.

Section 15.5. Verification of Sick Leave

The City may require the employee to provide verification from their treating physician that the absence is due to sick leave. Verification may be requested for:

- Absences for a period of three (3) or more days; or
- Repeated absences of two (2) days or less; or
- Repeated sick leave used in conjunction with a designated holiday or other scheduled day off; or
- Other circumstances when the Department Head has reasonable grounds to suspect that the employee may be abusing sick leave.

An employee who does not provide the requested verification is subject to loss of pay and/or disciplinary action.

Section 15.6. Leave Bonus For Non-Absence

For each six-month period (January 1 through June 30 and July 1 through December 31) a full-time employee is not absent from work due to sick leave, they shall receive an additional

day of vacation leave credited to their vacation leave balance. These additional vacation leave days shall be subject to the provisions of Section 14.2. Maximum Vacation Leave Balance.

Section 15. 7. Sick Leave Payout Upon Separation

The payout of accrued sick leave annually and upon retirement or duty disability retirement shall be made in accordance with the provisions in Section 19.6. Retiree Health Savings Plan.

ARTICLE XVI

OTHER PAID LEAVES

Section 16.1. Funeral/Bereavement Leave

An employee may be excused from work with pay for up to three (3) days for the death of a member of the employee's immediate family. The leave is to make funeral arrangements, if necessary, and attending the funeral (including travel time if out of the area). A day shall be considered the employee's regular assigned workday. The immediate family shall include spouse, child (including stepchild or legal custody), daughter or son-in-law, grandchild, parent, step-parent, spouse's parent, grandparent, spouse's grandparent, aunt, uncle, sister, brother, step-sister or brother, sister or brother-in-law, or legal guardian. For the absence to be approved as Funeral Leave, an employee must notify their Department Director or designee prior to taking the leave. Employees need to provide documentation of the death upon return from the leave or the dates will not be approved as bereavement leave.

1. Employees need to contact their Department Director and receive approval if additional time off from work is needed. Approved extended bereavement time off will be charged against the employee's available paid leave balances, or if there is no available balance of paid leave, the extended absence shall be without pay.
2. Employees may desire time off to attend the funeral of a relative, not included in the definitions of immediate family, a close friend or co-worker. Approval of time-off authorized by the Department Director will depend on the operational needs of the

department and available staffing. Time-off shall be charged against available paid leave, or if no available balance of paid leave, the absence is without pay.

3. Funeral/Bereavement Leave shall be available to regular part-time employees consistent with the provisions for full-time employees listed above.

Section 16.2. Jury Duty Leave

On occasion, employees may be required to serve on a jury, grand jury or to be subpoenaed as a witness for a trial or deposition. The City shall apply the following policies in accordance with the applicable circumstance:

1. Employees required to serve on a jury will receive leave and full pay in addition to the payment/fees received from the court upon the presentation of the summons and check stub to their Department Director. Shift employees will be granted leave for jury service, even though such service occurs during the daytime, if reporting to work would impose an unreasonable hardship on the employees. If an employee reports for jury service, and learns within a reasonable period that he/she will not be serving on a jury, the employee shall report to work.
2. Employees may be required to testify as a witness at the request of the City, or testify under a summons or a subpoena related to matters of employment with the City. Employees will receive leave with the presentation of the summons, and will receive full pay in addition to the payment/fees received from the court.
3. For personal civil actions, employees may require time off from work when they are the plaintiff, defendant, or subpoenaed as a witness on a non-City matter. Such time shall be chargeable against the employee's available paid leave accruals. Employees, whose presence is required for a personal civil action, must show the immediate supervisor the legal notice of the action.

Section 16.3. Workers' Compensation

An employee receiving workers' compensation payments for a temporary disability will continue to receive full salary for a period of up to three (3) months from the first day of disability. After three (3) months the employee will be authorized to receive the current legal requirement for compensation of 2/3 of their gross average weekly salary (tax exempt), subject

to certain legal maximums and minimums. Or the employee may elect to receive an amount equal to his/her current full salary by utilizing accrued sick leave, vacation, personal days, etc. For each day the employee receives the amount equal to a full day's compensation, one day of accrued time will be deducted. If the employee elects to receive full salary through use of sick leave, both the employee and the City become liable to continue pension contributions on the entire amount in order to retain service and earnings credit. If authorized to return to light duty, and no light duty assignment is available, the employee will revert to full salary, with appropriate deductions, until such time as light duty is available or able to return to full duty. The above provision's combined maximum is one year from the original date of injury. Thereafter the statutory 2/3 salary shall apply while the employee is disabled.

ARTICLE XVII
PERSONAL LEAVE

Section 17.1. Personal Leave Accrual

Full-time employees shall accrue personal leave in accordance with the following schedule:

<u>Continuous Years of Service</u>	<u>Annual Accrual (7.5/8 Hour Day)</u>
1 to 4 Years	0 Days
5 to 9 Years	1 Day
10 to 14 Years	2 Days
15 to 19 Years	3 Days
20-24 Years	4 Days
25+ Years	5 Days

Employees begin accruing personal leave with the first payroll period and each subsequent payroll period. Employees accrue personal leave hours consistent with the number of hours of their regular workday (e.g. An 8-hour workday earns an 8-hour leave day, etc.). Personal leave hours do not accrue bi-weekly if employees are absent on any leave "without

pay”, while receiving disability payments, or for the accrued paid leave paid-out upon separation or retirement.

Semi full-time employees shall not be eligible for personal day leave accrual.

Section 17.2. Maximum Personal Leave Balance

Employees may accumulate a maximum personal leave balance equal to one-and-one-half (1.5) times their annual accrual (e.g., An annual accrual of 3 personal leave days would allow a maximum balance of 4.5 personal leave days; an annual accrual of 4 personal leave days would allow a maximum balance of 6 personal leave days; etc.). Employees reaching their maximum personal leave accrual will cease to earn additional personal leave hours until their personal leave balance falls below their maximum accrual limit.

Section 17.3. Use of Personal Leave

Personal leave may be taken in increments of not less than one (1) hour, at any time after it is earned, upon approval of the employee’s immediate supervisor. Employees shall not be allowed to schedule personal leave if the amount of time scheduled results in a negative balance.

Section 17.4. Personal Leave Scheduling

Subject to each department’s operating needs, personal leave shall be scheduled as requested by the employee. Any conflicts arising out of a department being unable to grant multiple employee personal leave requests shall be resolved on a seniority basis, seniority defined as length of service with the City. Once an employee’s personal leave request has been approved it shall not be disapproved by a more senior employee making a subsequent personal leave request for the same day. Personal leave requests shall not be arbitrarily or capriciously denied, however, any disputes that arise shall not be subject to the arbitration clause of the grievance procedure.

Section 17.5. Payout of Personal Leave Upon Separation

Employees who separate from the City for reasons other than a retirement or duty disability retirement shall have all accrued but unused personal leave paid directly to them in a lump sum on a subsequent payroll disbursement.

Employees within the City's Retirement Health Savings (RHS) plan shall have all accrued but unused personal leave paid into an RHS plan account at 100% of the employee's hourly rate of pay, in accordance with Section 19.6. Retiree Health Savings Plan.

ARTICLE XVIII

UNPAID LEAVES OF ABSENCE

Section 18.1. General Leave

Employees may request an unpaid leave of absence for personal reasons other than medical, military, or for outside employment. Requests will be reviewed by both the Department Director and Director of Human Resources, and then forwarded with a recommendation to the City Manager for approval. Requests will be considered on a case-by-case basis reviewing operational needs.

Benefits will not be accrued or be provided to employees on an approved unpaid leave of absence. Existing accrued leave balances are held and carried over during the period of the unpaid leave resuming upon the employee's return to work. All anniversary dates will be adjusted by an amount of time equal to the number of days on an approved unpaid leave. Employees on an unpaid leave of absence for greater than thirty (30) days may continue to participate in the City's health benefit insurance program with the payment of the full monthly premiums (i.e. employer and employee premium).

Re-employment is not guaranteed following unpaid leaves of absence in excess of thirty (30) days.

Section 18.2. Military Leave

The City will comply with the applicable law and the conditions of the federal, "United States Employment and Reemployment Rights Act" (USERRA) and applicable state laws as amended from time-to-time. The City retains the right to exercise its full rights under these laws

as set forth in its policy on Military Leave and will provide the Union with fifteen (15) days' notice prior to implementing any change to this policy.

Section 18.3. FMLA & Extended Medical Leave

The City will follow its policy in adherence to the Family and Medical Leave Act (FMLA), regarding the coverage of eligible employees, general leave requirements, notice and certification, job benefits and protection, substitution of paid leave, and other applicable provisions. In addition, the City will follow its policy on Extended Medical Leave.

The City will provide the Union with thirty (30) days' notice prior to implementing any change to these policies.

ARTICLE XIX
INSURANCE BENEFITS

Section 19.1. Health Insurance

Subject to the conditions of this Article the City of Des Plaines' medical plans in effect on January 1, 2016 shall be continued; provided, however, the City retains the right to add or remove plans during the term of this Agreement, change insurance carriers, third party administrators, or to self-insure as it deems appropriate, including through a health insurance cooperative or exchange, so long as the new coverage and new benefits are substantially similar to those which were in effect on January 1, 2016, or as otherwise permitted herein.

Section 19.2. Employee Contributions to Health Insurance Premiums

Beginning January 1, 2018 and through December 31, 2023, the City and each covered employee shall contribute, on a per-pay period basis, a percentage of the unit cost for each health insurance plan option as described below:

Plan Option	City Contribution	Employee Contribution
PPO Option #2	93%	7%
PPO Option #3	93%	7%
HMO Option #1	93%	7%

Commencing January 1, 2024, the City and each covered employee shall contribute, on a per-pay period basis, a percentage of the unit cost for each health insurance plan option as described below:

Plan Option	City Contribution	Employee Contribution
PPO Option #2	90%	10%
PPO Option #3	90%	10%
HMO Option #1	90%	10%

No opt out benefit shall be provided to any bargaining unit employee under City policy unless such employee and their eligible family members are not covered by City insurance, and otherwise meet the requirements of any such City policy or program.

The unit cost for each health insurance plan option shall be determined by the respective broker/consultant on a yearly basis and implemented effective January 1, for each year the Agreement is in effect. Employee contributions toward the unit cost for each health insurance plan option shall not increase by more than 15% from one year to the next during the term of this Agreement. The City shall, at its discretion, add, drop, or otherwise change additional plan options other than those listed above on a yearly basis and implement these changes effective January 1, for each year the Agreement is in effect.

Section 19.3. Prescription Drug Benefit

Commencing January 1, 2018:

PPO:	<u>Retail Rx</u>	<u>Mail-Order Rx</u>
	\$15 Generic	\$20 Generic
	\$25 Formulary Brand	\$35 Formulary Brand
	\$45 Non-Formulary Brand	\$50 Non-Formulary Brand
HMO:	<u>Retail Rx</u>	<u>Mail-Order Rx</u>
	\$10 Generic	\$10 Generic
	\$15 Formulary Brand	\$15 Formulary Brand
	\$30 Non-Formulary Brand	\$30 Non-Formulary Brand

The prescription drug benefit claims administrator shall determine the placement of each prescription drug within the appropriate tier of the formulary.

Section 19.4. Flexible Benefit #125 Plan

The #125 Plan will allow for pre-tax deductions by employees covered by this Agreement for the purpose of paying health insurance premium payments, un-reimbursed medical and dental expenses, and qualified child-care expenses. This program will be offered as long as allowed by IRS regulations, as amended.

Section 19.5. Life Insurance

The City shall provide a life insurance plan with a benefit of \$70,000.00 for each employee.

Section 19.6. Retiree Health Savings Plan

The City shall establish and maintain a Retiree Health Savings (RHS) Plan as administered by a provider of the City's choice. Annually, sick leave days accrued in excess of 90 days shall be paid at a rate of 75%. Upon retirement, the first 45 days of accrued sick leave shall be paid at a rate of 25%, and those sick leave days accrued over 45 shall be paid at a rate of 75%, and 100% pay for any unused vacation and personal days for vested employee. These monies shall be paid by the City on behalf of each member into an individual RHS account and made available upon retirement to those members vested within their pension plan.

Notwithstanding any other provision of this Agreement, in order to eligible for a payment into the RHS plan upon retirement an employee must have been vested in the Retiree Health Savings (RHS) plan. The term "vested" as used in relation to the Retiree Health Savings (RHS) Plan, means that prior to retirement, the employee accrued sick leave in excess of the amount specified in Section 8.7 and the excess balance was paid that the applicable rate into an RHS Account at least once on an annual basis, or the excess balance was reached as of December 31st of the year prior to payout, or the excess balance has been reached as of the employee's retirement. Unless the employee has previously vested, as described herein, such employee will not be eligible for any leave payment into his or her RHS account upon retirement.

Section 19.7. Health Insurance for Semi Full-Time Employees

Eligible semi full-time employees shall receive the same health care coverage benefit levels as full-time employees.

Section 19.8. City Discretion to Select Carrier

The manner in which the benefits will be provided shall be a matter of the City's discretion; i.e., an insurance carrier of its choice, self-insuring or any other manner deemed appropriate.

Section 19.9: Dental Insurance

During the term of this Agreement the City agrees to offer employees the opportunity to participate in a dental insurance plan, under the same terms and cost sharing conditions that are offered to non-represented City employees, as the same may be changed from time to time by the City.

Section 19.10: Vision Insurance

The City agrees to offer employees the opportunity to participate in a vision insurance plan, under the same terms and cost sharing conditions that are offered to non-represented City employees, as the same may be changed from time to time by the City.

ARTICLE XX

FILLING OF VACANCIES

Section 20.1. Notice of Recruitment

Whenever a job vacancy occurs which the City decides to fill, other than a temporary appointment as defined below, in any existing AFSCME job classification or as a result of the development or establishment of new job classifications, a notice of recruitment shall be emailed to the Local Union President, Vice President and AFSCME Council 31 Representative.

Section 20.2. Selection Process

The general policy of the City to promote from within the organization when there are qualified employees who are able to meet the requirements of a vacant position shall be applicable to employees of the Union. The determination of whether an employee is qualified to perform the job duties of a vacant position shall be based upon the following criteria:

1. Previous job performance;
2. Job knowledge and skills (including professional certification) applicable to the vacant position;

3. Disciplinary record;
4. Absentee record;
5. Ability to perform the essential functions of the position with or without reasonable accommodation.

If two or more employees applying for a vacant position are considered equal to one another according to the criteria listed above, then the employee with the greatest seniority shall be considered the most qualified candidate.

The City may also fill a vacancy from outside of the Union, as the City deems appropriate, if the outside applicant possesses greater skill and ability, as reasonably determined by the City, than a present employee applying for a vacancy.

Section 20.3. Rate of Pay on Promotion

Employees promoted to a higher classification after January 1, 2020 will have their base rate of pay adjusted to the minimum rate of the new job classification in their current Wage Schedule. In instances where the employee's current base rate of pay is greater than the minimum rate for the new position, an increase of five percent (5%) to ten percent (10%) shall be applied. The actual percentage increase within this range shall be authorized by the City Manager. The City Manager may approve an employee's promotional rate at a level higher than described above based upon on the outstanding merits of the employee over and above the minimum qualifications for the class along with other relevant factors. However, under no circumstances shall a promotional increase result in an employee's base rate of pay being above the maximum rate of the new position.

An employee's promotional rate of pay increase shall be effective upon the day they begin to perform the duties of the new position. Employees promoted into a position will receive their annual evaluation and pay increase related to their evaluation on the effective date of their promotion.

Section 20.4. Temporary Appointments

Temporary appointments are defined as job vacancies temporarily filled by the City for a period of time not to exceed 120 days. The City will notify the Union of any temporary appointments.

ARTICLE XXI
WORKING OUT OF CLASSIFICATION PAY

In any case when an employee is qualified for and is temporarily required to serve regularly in and accept the responsibility for work attributable to a higher classification, such employee shall receive five percent (5%) above his present rate while so assigned, or the minimum compensation afforded to the higher-compensated classification, whichever is greater. The City Manager may approve an employee's working out of classification compensation at a rate higher than described above upon the recommendation of the Department Head and Director of Human Resources.

To qualify for working out of classification pay, an employee shall regularly and continuously perform the work of the higher classification for the equivalent of at least two (2) days or more. Working out of classification pay is paid only for the days actually worked and shall not include any paid or unpaid leave taken during that time period.

An employee may be temporarily assigned to work in any position in the same or lower classification without a change in pay.

ARTICLE XXII
RECLASSIFICATIONS

The City shall follow its policy on Job Reclassifications and provide the Union with thirty (30) days notice prior to implementing any changes to this policy.

ARTICLE XXIII
LAYOFF AND RECALL

Section 23.1. Layoff Procedures

In the event of layoff, the City shall layoff all seasonal, temporary and probationary employees first, then semi full-time employees, then full-time employees according to reverse

seniority, within departments and within job classifications, providing any remaining employee has the skills and abilities for and is able to efficiently perform the work that remains. The City shall notify in writing, the Union and any affected employees, no less than thirty (30) days in advance of any layoff.

Section 23.2. Recall Status

All Employees laid off shall be retained on a recall list for twenty four (24) months. Recall shall be by seniority, full time employees to be recalled before part time employees. Employees on recall shall have priority rights to any vacancy in the position classification from which they were laid off, assuming all requisite qualifications, or any vacancy that they previously successfully held, or, pursuant to the requirements of Article XX, Section 2, any vacancy in an equal or lower pay range.

Section 23.3. Recall Notice

The City shall send by certified mail to the employee's last known address a recall notice, giving the recalled employee fourteen calendar (14) days' notice to report to work, unless mutually agreed otherwise. Employees not reporting within this noted period will be removed from the recall list.

ARTICLE XXIV

LABOR MANAGEMENT COMMITTEE

Labor-Management Committee meetings shall be held at mutually agreed to times at the request of the Union or City. Any items, except grievances, can be discussed at these meetings. Agenda items will be submitted by either party at least five (5) working days in advance of the scheduled meeting.

ARTICLE XXV

SAFETY

Section 25.1 City-Wide Safety Committee

An employee representative of the Union may participate in the Employee City-Wide Safety Committee.

Section 25.2 City Vehicle/Equipment

Nothing herein shall be construed as a limitation upon the City's right to utilize in-vehicle video cameras and/or GPS location devices in City vehicles, City cellphones, City tablets, City laptop computers, or other City owned devices used by employees, for any legitimate purpose, including but not limited to safety and productivity. The City will not initiate review of such GPS or video for the sole purpose of disciplining an employee, absent suspicion of misconduct. If video or GPS data has been relied upon as the basis for disciplinary action towards a bargaining unit employee, the Union will, upon request, be afforded an opportunity to see such information upon conclusion of the investigation, and prior to imposition of discipline, except in an emergency situation.

ARTICLE XXVI

EMPLOYEE DEVELOPMENT AND TRAINING

Section 26.1. Training Attendance

Subject to the approval of the Department Head, if because of changes in certification, accreditation, or licensure employees are required by the City or certifying agency to attend courses, seminars, or workshops so as to retain their present position classification, or newly modified position classification, such employees shall be granted reasonable time for such without loss of pay, and the City will pay for registration fees and reasonable travel expenses.

Section 26.2. Tuition Reimbursement

The City will follow its policy on Tuition Reimbursement and provide the Union with thirty (30) days notice prior to implementing any change to this policy.

ARTICLE XXVII

NO STRIKE/NO LOCKOUT

Section 27.1. No Strike

During the term of this Agreement, there shall be no strikes, work stoppages, or slow downs. No officer, or representative, or member of the Union shall authorize, institute, instigate, aid, or condone any such activities.

Section 27.2. No Lockout

The City and/or its representatives shall not institute a lockout of employees covered by this Agreement, during the term of this Agreement.

ARTICLE XXVIII
SUBCONTRACTING

Prior to any decision to subcontract work normally performed by bargaining unit employees, the City will notify the Union in advance, and upon request of the Union, shall meet with the Union to negotiate the decision and impact of subcontracting.

ARTICLE XXIX
SAVINGS CLAUSE

Should any Article, Section, or portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or by the Illinois State Labor Relations Board, such decision of such tribunal shall apply only to the specific Article, Section, or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to attempt to negotiate a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE XXX
DURATION

Section 30.1. Duration of Agreement

This Agreement shall be effective as of the day of ratification, and shall remain in full force and effect until the day of December 31, 2025. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. This agreement shall remain in full force and be effective during the period of negotiations

and until notice of termination of this Agreement is provided to the other party in the manner set forth in the follow paragraph.

Section 30.2. Notice of Termination

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

In witness whereof, the parties hereto have set their hands this ____ day of ____, 20__.

A.F.S.C.M.E., AFL-CIO
Council 31, Local 3891

CITY OF DES PLAINES, ILLINOIS

By: _____

By: _____

Title/Date: _____

Title/Date: _____

Attest: _____

By: _____

Title/Date: _____

By: _____

Title/Date: _____

By: _____

Title/Date: _____

By: _____

Title/Date: _____

By: _____

Title/Date: _____

By: _____

Title/Date: _____

APPENDIX A - TIER 1

UNION

EFFECTIVE UPON SETTLEMENT TO DECEMBER 31, 2023

TITLE	HOURS PER WEEK	MINIMUM	MIDPOINT	MAXIMUM	ADDITIONAL LONGEVITY		
					AFTER 10 YEARS	AFTER 15 YEARS	AFTER 20 YEARS
Accounts Payable Clerk**	37.5	53,258	62,921	72,585	614	1,258	1,935
Associate Planner**	37.5	67,209	80,568	93,927			
Building Inspector	37.5	75,549	89,145	102,741	815	1,665	2,561
Civil Engineer**	37.5	82,470	98,518	114,567	931	1,908	2,934
Clerk**	37.5	42,008	49,210	56,411	482	991	1,526
Code Enforcement Inspector	37.5	71,242	84,083	96,923	762	1,564	2,408
Community Policing Coordinator	40	67,456	79,626	91,796			
Community Services Officer**	40.0	53,046	63,195	73,344	499	1,024	1,574
Divisional Secretary	37.5	47,928	56,653	65,377	526	1,076	1,655
Electrical Inspector	37.5	75,549	89,145	102,741	815	1,665	2,561
Engineering Inspector	37.5	61,212	72,277	83,342	660	1,349	2,074
Information Technology Specialist	37.5	75,428	89,008	102,588	815	1,665	2,561
Intermediate Clerk**	37.5	44,612	52,753	60,895	493	1,012	1,556
Lab Property Specialist	40	61,982	73,188	84,394	668	1,367	2,102
Permit Technician**	37.5	53,258	62,921	72,585	571	1,171	1,801
Plumbing Inspector	37.5	75,549	89,145	102,741	815	1,665	2,561
Police Fleet & Technical Services Coordinator	40	59,461	70,220	80,978			
Police Records Clerk**	37.5	50,981	60,243	69,505	519	1,063	1,634
Secretary	37.5	53,257	62,921	72,585	571	1,171	1,801
Senior Clerk**	37.5	50,981	60,243	69,505	519	1,063	1,634
Senior Planner**	37.5	83,824	100,656	117,488	824	1,688	2,598
Senior Utility Billing Clerk**	37.5	53,258	62,921	72,585	571	1,171	1,801

Longevity provisions shall not apply to any employee under this schedule hired by the City after July 5, 1994.

See City Code Section 1-8-5 (D)(4)

**Indicates Salary Range Adjustment, GWI and Merger Between Tier I & II

APPENDIX A - TIER 2

UNION

EFFECTIVE UPON SETTLEMENT TO DECEMBER 31, 2023

TITLE	HOURS			
	PER WEEK	MINIMUM	MIDPOINT	MAXIMUM
Accounts Payable Clerk**	37.5	53,258	62,921	72,585
Associate Planner**	37.5	67,209	80,568	93,927
Building Inspector*	37.5	69,883	83,668	97,453
Civil Engineer I*	37.5	74,136	88,866	103,595
Civil Engineer II**	37.5	82,470	98,518	114,567
Clerk**	37.5	42,008	49,210	56,411
Code Enforcement Inspector*	37.5	65,898	78,302	90,705
Community Policing Coordinator	40	62,395	73,674	84,954
Community Services Officer**	40.0	53,046	63,195	73,344
Divisional Secretary	37.5	44,333	52,423	60,514
Electrical Inspector*	37.5	69,883	83,668	97,453
Engineering Inspector	37.5	56,622	66,876	77,130
Information Technology Specialist	37.5	69,772	83,466	97,161
Intermediate Clerk**	37.5	44,612	52,753	60,895
Lab Property Specialist	40	57,334	67,720	78,106
Permit Technician**	37.5	53,258	62,921	72,585
Planner*	37.5	73,040	90,460	107,879
Plumbing Inspector*	37.5	69,883	83,137	96,392
Police Fleet & Technical Services Coordinator	40	55,001	64,973	74,945
Police Records Clerk**	37.5	50,981	60,243	69,505
Secretary*	37.5	50,248	59,387	68,526
Senior Clerk**	37.5	50,981	60,243	69,505
Senior Planner**	37.5	83,824	100,656	117,488
Senior Utility Billing Clerk**	37.5	53,258	62,921	72,585

*Indicates Salary Range Adjustment in addition to the GWI

**Indicates Salary Range Adjustment, GWI and Merger Between Tier I & II

APPENDIX A - TIER 1

UNION

EFFECTIVE FROM JANUARY 1, 2024 TO DECEMBER 31, 2024

TITLE	HOURS			ADDITIONAL LONGEVITY*			
	PER WEEK	MINIMUM	MIDPOINT	MAXIMUM	AFTER 10 YEARS	AFTER 15 YEARS	AFTER 20 YEARS
Accounts Payable Clerk	37.5	54,722	64,652	74,581	614	1,258	1,935
Associate Planner	37.5	69,057	82,783	96,510			
Building Inspector	37.5	77,626	91,596	105,566	815	1,665	2,561
Civil Engineer	37.5	84,738	101,228	117,717	931	1,908	2,934
Clerk	37.5	43,163	50,563	57,963	482	991	1,526
Code Enforcement Inspector	37.5	73,201	86,395	99,588	762	1,564	2,408
Community Policing Coordinator	40	69,311	81,816	94,320			
Community Services Officer	40.0	54,505	64,933	75,361	499	1,024	1,574
Divisional Secretary	37.5	49,246	58,211	67,175	526	1,076	1,655
Electrical Inspector	37.5	77,626	91,596	105,566	815	1,665	2,561
Engineering Inspector	37.5	62,895	74,264	85,633	660	1,349	2,074
Information Technology Specialist	37.5	77,503	91,456	105,409	815	1,665	2,561
Intermediate Clerk	37.5	45,839	54,204	62,570	493	1,012	1,556
Lab Property Specialist	40	63,686	75,201	86,715	668	1,367	2,102
Permit Technician	37.5	54,722	64,652	74,581	571	1,171	1,801
Plumbing Inspector	37.5	77,626	91,596	105,566	815	1,665	2,561
Police Fleet & Technical Services Coordinator	40	61,096	72,151	83,205			
Police Records Clerk	37.5	52,383	61,900	71,416	519	1,063	1,634
Secretary	37.5	54,722	64,652	74,581	571	1,171	1,801
Senior Clerk	37.5	52,383	61,900	71,416	519	1,063	1,634
Senior Planner	37.5	86,129	103,424	120,718	824	1,688	2,598
Senior Utility Billing Clerk	37.5	54,722	64,652	74,581	571	1,171	1,801

*Longevity provisions shall not apply to any employee under this schedule hired by the City after July 5, 1994.
See City Code Section 1-8-5 (D)(4)

APPENDIX A - TIER 2

UNION

EFFECTIVE FROM JANUARY 1, 2024 TO DECEMBER 31, 2024

TITLE	HOURS			
	PER WEEK	MINIMUM	MIDPOINT	MAXIMUM
Accounts Payable Clerk	37.5	54,722	64,652	74,581
Associate Planner	37.5	69,057	82,783	96,510
Building Inspector	37.5	71,805	85,969	100,133
Civil Engineer I	37.5	76,175	91,310	106,444
Civil Engineer II	37.5	84,738	101,228	117,717
Clerk	37.5	43,163	50,563	57,963
Code Enforcement Inspector	37.5	67,711	80,455	93,200
Community Policing Coordinator	40	64,111	75,700	87,290
Community Services Officer	40.0	54,505	64,933	75,361
Divisional Secretary	37.5	45,552	53,865	62,178
Electrical Inspector	37.5	71,805	85,969	100,133
Engineering Inspector	37.5	58,179	68,715	79,251
Information Technology Specialist	37.5	71,690	85,762	99,833
Intermediate Clerk	37.5	45,839	54,204	62,570
Lab Property Specialist	40	58,910	69,582	80,254
Permit Technician	37.5	54,722	64,652	74,581
Planner	37.5	75,049	92,947	110,846
Plumbing Inspector	37.5	71,805	85,424	99,043
Police Fleet & Technical Services Coordinator	40	56,514	66,760	77,006
Police Records Clerk	37.5	52,383	61,900	71,416
Secretary	37.5	51,630	61,020	70,410
Senior Clerk	37.5	52,383	61,900	71,416
Senior Planner	37.5	86,129	103,424	120,718
Senior Utility Billing Clerk	37.5	54,722	64,652	74,581

APPENDIX A - TIER 1

UNION

EFFECTIVE FROM JANUARY 1, 2025 TO DECEMBER 31, 2025

TITLE	HOURS	ADDITIONAL LONGEVITY*					
	PER WEEK	MINIMUM	MIDPOINT	MAXIMUM	AFTER 10 YEARS	AFTER 15 YEARS	AFTER 20 YEARS
Accounts Payable Clerk	37.5	56,227	66,430	76,632	614	1,258	1,935
Associate Planner	37.5	70,956	85,060	99,164			
Building Inspector	37.5	79,761	94,115	108,469	815	1,665	2,561
Civil Engineer	37.5	87,069	104,012	120,954	931	1,908	2,934
Clerk	37.5	44,350	51,954	59,557	482	991	1,526
Code Enforcement Inspector	37.5	75,214	88,771	102,327	762	1,564	2,408
Community Policing Coordinator	40	71,217	84,066	96,914			
Community Services Officer	40.0	56,004	66,719	77,433	499	1,024	1,574
Divisional Secretary	37.5	50,601	59,812	69,023	526	1,076	1,655
Electrical Inspector	37.5	79,761	94,115	108,469	815	1,665	2,561
Engineering Inspector	37.5	64,624	76,306	87,988	660	1,349	2,074
Information Technology Specialist	37.5	79,634	93,971	108,308	815	1,665	2,561
Intermediate Clerk	37.5	47,099	55,695	64,290	493	1,012	1,556
Lab Property Specialist	40	65,438	77,269	89,100	668	1,367	2,102
Permit Technician	37.5	56,227	66,430	76,632	571	1,171	1,801
Plumbing Inspector	37.5	79,761	94,115	108,469	815	1,665	2,561
Police Fleet & Technical Services Coordinator	40	62,776	74,135	85,493			
Police Records Clerk	37.5	53,824	63,602	73,380	519	1,063	1,634
Secretary	37.5	56,227	66,429	76,632	571	1,171	1,801
Senior Clerk	37.5	53,824	63,602	73,380	519	1,063	1,634
Senior Planner	37.5	88,498	106,268	124,038	824	1,688	2,598
Senior Utility Billing Clerk	37.5	56,227	66,430	76,632	571	1,171	1,801

*Longevity provisions shall not apply to any employee under this schedule hired by the City after July 5, 1994.
See City Code Section 1-8-5 (D)(4)

APPENDIX A - TIER 2

UNION

EFFECTIVE FROM JANUARY 1, 2025 TO DECEMBER 31, 2025

TITLE	HOURS			
	PER WEEK	MINIMUM	MIDPOINT	MAXIMUM
Accounts Payable Clerk	37.5	56,227	66,430	76,632
Associate Planner	37.5	70,956	85,060	99,164
Building Inspector	37.5	73,779	88,333	102,887
Civil Engineer I	37.5	78,270	93,821	109,371
Civil Engineer II	37.5	87,069	104,012	120,954
Clerk	37.5	44,350	51,954	59,557
Code Enforcement Inspector	37.5	69,573	82,668	95,763
Community Policing Coordinator	40	65,874	77,782	89,690
Community Services Officer	40.0	56,004	66,719	77,433
Divisional Secretary	37.5	46,805	55,346	63,888
Electrical Inspector	37.5	73,779	88,333	102,887
Engineering Inspector	37.5	59,779	70,605	81,430
Information Technology Specialist	37.5	73,662	88,120	102,579
Intermediate Clerk	37.5	47,099	55,695	64,290
Lab Property Specialist	40	60,530	71,495	82,461
Permit Technician	37.5	56,227	66,430	76,632
Planner	37.5	77,113	95,503	113,894
Plumbing Inspector	37.5	73,779	87,773	101,766
Police Fleet & Technical Services Coordinator	40	58,068	68,596	79,123
Police Records Clerk	37.5	53,824	63,602	73,380
Secretary	37.5	53,050	62,698	72,347
Senior Clerk	37.5	53,824	63,602	73,380
Senior Planner	37.5	88,498	106,268	124,038
Senior Utility Billing Clerk	37.5	56,227	66,430	76,632

SIDE LETTER

This is a Side Letter to the 2020-2022 collective bargaining agreement (CBA) between the City of Des Plaines, Illinois (City) and AFSCME Council 31, Local 3891 (Union). The parties hereby agree as follows:

1. Title Change. Effective January 1, 2021, the following employees shall have their position title changed, with no change in wage rate or wage tier as a result of such title change:

Employee Name	Tier	Existing Title	New Title
Baumann, Victoria	1	Secretary	Permit Technician
Ramirez, Manuela	1	Secretary	Permit Technician

2. To the extent the City hires a new Executive Assistant to the Fire Chief, Mary Nistler and Nancy Kelso will, at that time, be reassigned by the City, with no change in salary or wage tier. This shall not apply to Nancy Kelso, in the event she is the successful applicant for the Executive Assistant position.
3. Nothing herein shall be construed as limiting the City’s right to promote or reassign employees during the term of the agreement, as permitted under the CBA.

AGREED:

City of Des Plaines, Illinois

AFSCME Council 31, Local 3891

Date: _____

Date: _____

SIDE LETTER

This is a Side Letter to the 2023-2024 collective bargaining agreement (CBA) between the City of Des Plaines, Illinois (City) and AFSCME Council 31, Local 3891 (Union). The parties hereby agree as follows:

1. Salary Change. Upon date of settlement, the following employees shall have their salaries adjusted as noted in the table below to recognize length in position and/or to ensure at least a 3.25% increase upon settlement.:

Employee Name	Employee Title	Employee Tier	Salary Upon Settlement
Chorzempa, Ryan	CSO	Tier II	\$67,284.36
Marquez, Jamie	CSO	Tier II	\$56,139.28
Pooler, Robert	CSO	Tier II	\$57,820.73
Redman, Samantha	Senior Planner	Tier II	\$84,310.08
Stytz, Jonathan	Senior Planner	Tier II	\$84,310.08

2. This side letter will be sunset with the expiration of the 2023-2025 collective bargaining agreement.



**PUBLIC WORKS AND
ENGINEERING DEPARTMENT**

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

MEMORANDUM

Date: November 8, 2023

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

From: Tom Bueser, Superintendent of General Services *TB*
Jason Ostrowski, Superintendent *JO*

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

Subject: 2024 Rock Salt Purchase – Illinois Central Management Services

Issue: Each year, the City of Des Plaines purchases rock salt for snow and ice control for the upcoming winter season.

Analysis: The City of Des Plaines is a member of the Illinois Central Management Services (CMS) joint purchasing program. The State requires any public body using Motor Fuel Tax (MFT) funds for purchases to use State bid documents and procedures, and advertise in the State’s bid bulletins, or utilize the State bid through CMS.

The City has elected to again use the CMS program for the procurement for a portion of rock salt. In accordance with CMS purchasing guidelines, staff responded to the CMS rock salt survey in April 2023 requesting the purchase of 4,000 tons of AASHTO specification M143 road salt. The low bidder was Morton Salt, Inc. in the amount of \$76.47 per ton. Historic data for rock salt purchase is detailed in the chart below:

Year	Tons Purchased	Cost Per Ton	Total
2008	4,500	\$38.79-\$137.47	\$330,000.00
2009	3,500	\$104.24-\$137.47	\$363,698.00
2010	3,900	\$75.18	\$293,202.00
2011	3,085	\$59.95	\$184,952.82
2012	4,800	\$59.95	\$287,760.00
2013	3,650	\$52.74	\$192,501.00
2014	6,000	\$75.79	\$454,740.00

Year	Tons Purchased	Cost Per Ton	Total
2015	6,850	\$75.79	\$519,169.82
2016	4,632	\$60.61	\$280,745.52
2017	4,432	\$42.46	\$188,182.72
2018	4,708	\$43.48	\$204,703.84
2019	5,941	\$58.13	\$345,350.33
2020	4,190	\$63.94	\$267,908.60
2021	6,831	\$46.39	\$316,913.35
2022	4,154	\$47.33	\$196,608.82
2023	LCDOT-1,618.51	\$83.55	\$135,226.51
	CMS-1,851.69	\$80.49	\$149,042.53

Des Plaines typically uses approximately 4,000 to 6,000 tons during a winter season dependent upon weather conditions.

Recommendation: We recommend accepting the rock salt bid award through the State of Illinois CMS Rock Salt Procurement Contract 23-416CMS-BOSS4-P-56957, at a cost of \$76.47 per ton delivered payable to Morton Salt, Inc., 444 W. Lake Street, Suite 3000, Chicago, IL 60606. Source of funding will be budgeted MFT Funds, Commodities, Ice Control (230-00-000-7160).

Attachments:

Attachment 1 – Contract 23-416CMS-BOSS4-P-56957

Attachment 2 – Bid Tabulation Contract 23-416CMS-BOSS4-P-56957

Resolution R-211-23

**STATE OF ILLINOIS
CONTRACT**

Central Management Services
JPMC Rock Salt Bulk, FY24
23-416CMS-BOSS4-P-56957

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor’s execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

Yes

No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

Yes (IPG Certifications and Disclosures including IPG Active Registered Vendor Disclosure)

No

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **STATE SUPPLEMENTAL PROVISIONS**
6. **STANDARD ILLINOIS CERTIFICATIONS**
7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**
8. **CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – “IPG Active Registered Vendor Disclosure (formerly called FORMS B)” (IF APPLICABLE)**
9. **PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the

**STATE OF ILLINOIS
CONTRACT**

Central Management Services
JPMC Rock Salt Bulk, FY24
23-416CMS-BOSS4-P-56957

terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page

**STATE OF ILLINOIS
CONTRACT**

Central Management Services
JPMC Rock Salt Bulk, FY24
23-416CMS-BOSS4-P-56957

VENDOR

Vendor Name: Morton Salt, Inc.	Address (City/State/Zip): Chicago/IL/60606
Signature:	Phone: 855-665-4540
Printed Name: Anthony T. Patton	Fax: 312-896-9208
Title: Director, US Gov't Bulk Deicing Sales	Email: bids@mortonsalt.com
Date: 07/03/2023	

STATE OF ILLINOIS

Procuring Agency: Central Management Services	Phone: 866-455-2897
Street Address: 300 West Jefferson, 3 rd Floor	Fax:
City, State ZIP: Springfield, IL 62702	
Official Signature:	Date: 10/25/23
Printed Name: Raven DeV Vaughn by David Thomas	
Official's Title: Acting Director by Agency Purchasing Officer	
Legal Signature:	Date:
Legal Printed Name:	
Legal's Title:	
Fiscal Signature:	Date:
Fiscal's Printed Name:	
Fiscal's Title:	

AGENCY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

- Agency Reference #: 23-416CMS-BOSS4-R170702
- Project Title: JPMC Rock Salt Bulk, FY24
- Contract #: 23-416CMS-BOSS4-P-56957
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy / Bulletin Reference #: 23-416CMS-BOSS4-B-36907
- BidBuy / Bulletin Publication Date: 05/26/23
- Award Code: A
- Subcontractor Utilization? Yes No Subcontractor Disclosure? Yes No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? Yes No Percentage:
- Minority Owned Business? Yes No Percentage:
- Women Owned Business? Yes No Percentage:
- Persons with Disabilities Owned Business? Yes No Percentage:
- Veteran Owned Small Business? Yes No Percentage:
- Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

- 1.1. GOAL:** It is the intent of the State of Illinois to establish a Joint Purchase Master Contract for bulk rock salt to be purchased on an as-needed basis during the contract period in the identified districts.

This Joint Purchase Master Contract (JPMC) may be utilized by all Governmental Units as defined in Section 5 of this Contract.

Note: Participation in this contract is based upon an annual survey that defines the BidBuy line items and additional participation in the resultant contract is not allowed.

1.2. SUPPLIES AND/OR SERVICES REQUIRED:

- 1.2.1. The Vendor will provide rock salt based on quantity ordered within the timeframe listed herein.

1.2.2. Rock Salt Specification Requirements:

- a. Rock Salt shall comply with the requirements of The American Association of State Highway and Transportation Officials (AASHTO) SPECIFICATION M143, SODIUM CHLORIDE TYPE 1, GRADE 1.
- b. Rock Salt shall be free flowing fresh stock, reclaimed or re-crushed rock salt will not be accepted and shall be rejected by delivery site.

- 1.2.3. Quantity Commitments: All participants who complete the annual survey will have the option to choose between a minimum of 80% or 100% purchase commitment and will be allowed a maximum of 120% purchase commitment as defined below. All minimum purchase commitments will be defined in the line item description within BidBuy.

- a. Minimum 80% Commitment: Some participants identified from the annual survey have chosen a minimum purchase commitment of 80%. That means that if the participant estimates a quantity of 100 ton, the participant is only obligated to order 80 ton. That is 80% of the estimated quantity. The participant shall have no further liability to the Vendor for further remaining quantities.
- b. Minimum 100% Commitment: Some participants identified from the annual survey have chosen a minimum purchase commitment of 100%. That means that if the participant estimates a quantity of 100 ton, the participant is obligated to order 100 ton. That is 100% of the estimated quantity.

- c. Maximum 120% Commitment: The Vendor shall agree to provide up to 120% of the bid quantity estimated tonnage at the same contract price. That means that all participants who estimate a quantity of 100 ton can order up to 120 ton at the same contract price.
- d. Quantities Exceeding 120% Maximum: In some instances, a participant may require quantities that would exceed the maximum commitment of the Vendor; in such instances, any delivery shall be made upon the mutual agreement of all parties.
- e. Purchase Percentages for IDOT: The Illinois Department of Transportation (IDOT) has provided estimated quantities for individual locations. Quantities purchased from each Vendor shall be computed on a District by District basis (not by location). For example, if a Vendor has 2 locations in a District with estimated quantities of 100 and 200 tons with a minimum 80% commitment. Then the 80% commitment will be met once the $300(0.8) = 240$ tons has been purchased between the two locations. This may include all 240 tons purchased from one location.

1.2.4. Weights and Measures Requirements and Adjustments:

- a. Weights and Measures: All measurements for weight shall be from scales meeting the requirements of The Weights and Measures Act of the State of Illinois (225 ILCS 470). The Vendor shall provide accurate weights of materials delivered to governmental units. These weights shall be documented on delivery tickets which shall identify the source of the material, type of material, the date and time the material was loaded, the release number, the net weight, the tare weight, and the identification of the transporting vehicle.

The State reserves the right to conduct random, independent vehicle weight checks for salt deliveries. This will require that trucks occasionally be directed to a scale near the delivery point.

Should the vehicle weight check result in the net weight of material on the vehicle to exceed the net weight of material shown on the delivery ticket by 600 pounds or more, the State will document the independent vehicle weight check and immediately furnish a copy of the results to the Vendor. No adjustment in pay quantity will be made.

Should the vehicle weight check result in the net weight of material shown on the delivery ticket to exceed the net weight of material on the vehicle by the tolerance of 600 pounds or more, the State will document

the independent vehicle weight check (IWC1), immediately furnish a copy of the results to the Vendor, and immediately perform a second independent weight check (IWC2). If the second independent weight check is within the 600-pound tolerance, then a third independent weight check (IWC3) will be performed. If the third independent weight check is within tolerance, no pay adjustments will be made, and random independent weight checks will resume. If the second or third independent weight check confirms the net weight of the material shown on the delivery ticket exceeds the net weight of material on the vehicle by 600 pounds or more, the State will adjust the net weight shown on the delivery ticket for IWC1 to the checked delivered net weight as determined by the independent vehicle weight checks.

- b. Method of Measurement: The State will also adjust the method of measurement for IWC2, IWC3 (when applicable) and subsequent truck loads using the same scale based on the out-of-tolerance independent weight checks. The net weight of rock salt delivered to the State from this source, will be adjusted by applying a correction factor "A" as determined by the following formula:

$$A = 1.0 - (B - C) / B; \text{ Where } A < 1.0 \text{ and } B - C > 600$$

Where: A = Adjustment factor
B = Net weight shown on the delivery ticket from IWC1
C = Net weight on the vehicle determined from independent weight check from IWC1

The adjustment factor will be applied as follows:

$$\text{Adjusted Net Weight} = A \times \text{Delivery Ticket Net Weight}$$

The adjustment factor will be imposed until the cause of the deficient weight is identified and corrected by the Vendor to the satisfaction of the State. If the cause of the deficient weight is not identified and corrected within seven calendar days, the State reserves the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This action may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied weight adjustments.

At the Vendor's option, the vehicle may be weighed on a second independent Department of Agriculture certified scale to verify

accuracy of the scale used for the independent weight check. The freight for this additional weigh will be charged to the party that is proven to be negligent.

- c. Deductions: The State reserves the right to assess, and apply if applicable, invoice deductions for the following:

Moisture Content: Deductions by percentage for moisture content based on total weight shall be determined by the following ranges:

Moisture Content (%)	Deduction in Price (Per Truckload)
0.00 TO 2.00	NO DEDUCTION
2.01 TO 2.50	10% DEDUCTION
2.51 TO 3.00	15% DEDUCTION
3.01 TO 3.50	20% DEDUCTION
3.51 TO 4.00	25% DEDUCTION
GREATER THAN 4.01	REJECTION OF LOAD

Sodium Chloride (NACL) Content: The State reserves the right to accept delivery of rock salt which, according to the analysis by The Illinois Department of Transportation, has a Sodium Chloride (NACL) content of less than 95.0 percent, but not less than 90.0 percent. When such reservation is applied, final payment will be made on the following basis:

- 1) When NACL content is between 94.0 and 94.9 percent, the price to be paid shall be the contract price less \$5.00 per ton.
- 2) When NACL content is between 90.0 and 93.9 percent, the price paid shall be contract price less \$10.00 per ton.
- 3) When the NACL content is less than 90.0 percent, the load will be rejected.

1.2.5. Ordering

- a. Order Placement: Orders may be placed with the Vendor (Monday-Friday) via telephone, with a written electronic communication (e-mail) or fax confirmation to follow. All State agency orders will contain a purchase order generated from BidBuy in addition to an electronic communication (e-mail). Vendors shall arrange for immediate shipment upon receipt of order from an authorized participating agency representative. All other governmental units will use their own purchase order system.

- b. **Order Quantities:** Orders shall be scheduled in amounts that make up full (22-25 ton) truckloads, orders for less than truckload will not be accepted.
- c. **Initial Orders:** The Illinois Department of Transportation requires Vendors to ship initial fill-up orders prior to October 31st of the current year. If this date has passed prior to execution, we ask that the Vendor(s) start shipping as soon as contract has been executed. Please see the attached file within BidBuy titled "Initial Orders". Vendor(s) shall notify each destination entity when initial shipments are to begin.
- d. **Seasonal Orders:** Non-State agencies reserve the right to purchase up to 50% of the estimated order requirements prior to November 30th of the current year. Vendor shall notify each delivery point of when shipment is to begin.
- e. **Order Timeline:** For an order placed prior to 9:00 a.m. on a given day, that day would be considered as the first calendar day of the seven (7) day delivery period. For an order placed after 9:00 a.m. on a given day, the day following would be considered as the first calendar day of the seven (7) day delivery period, or as amended by order guidelines in Section 1.2.5.6.
- f. **Order Guidelines:** An agency may order up to 20% of their 100% contracted tonnage in any given week and Vendor shall deliver within 7 working days after receipt of order. Quantities ordered above the 20 percent threshold shall have an extended delivery time of one-working-day for each one percentage-point above the 20% guideline. For example, if an agency orders 25% of their awarded total 100 tons, delivery of the first 20 tons (20%) shall be within 7 working days after receipt of order and the remaining 5 tons shall be delivered within 12 working days after receipt of the order.
- g. **Peak Season Orders:** After hours and weekend delivery arrangements are encouraged during severe seasonal weather events to provide Vendor additional ability to maintain a prompt order delivery schedule. Orders placed during peak season should be in accordance with projected requirements and not in excess of the order guidelines, thereby hindering a Vendor's ability to maintain a prompt order delivery schedule.
- h. **Post Season Orders:** All orders for Rock Salt shall be placed by the end of July for the previous season's estimated usage. If the location does not

have adequate capacity to hold the rock salt, the Vendor may elect to add a storage charge per ton/day.

1.2.6. The Districts are defined as follows:

District 1: Counties of Cook, DuPage, Kane, Lake, McHenry, and Will.

District 2: Counties of Boone, Carroll, Henry, JoDaviess, Lee, Ogle, Rock Island, Stephenson, Whiteside, and Winnebago.

District 3: Counties of Bureau, DeKalb, Ford, Grundy, Iroquois, Kankakee, Kendall, LaSalle, and Livingston.

District 4: Counties of Fulton, Henderson, Knox, Marshall, McDonough, Mercer, Peoria, Putnam, Stark, Tazewell, Warren, and Woodford.

District 5: Counties of Champaign, DeWitt, Douglas, Edgar, McLean, Piatt, and Vermilion.

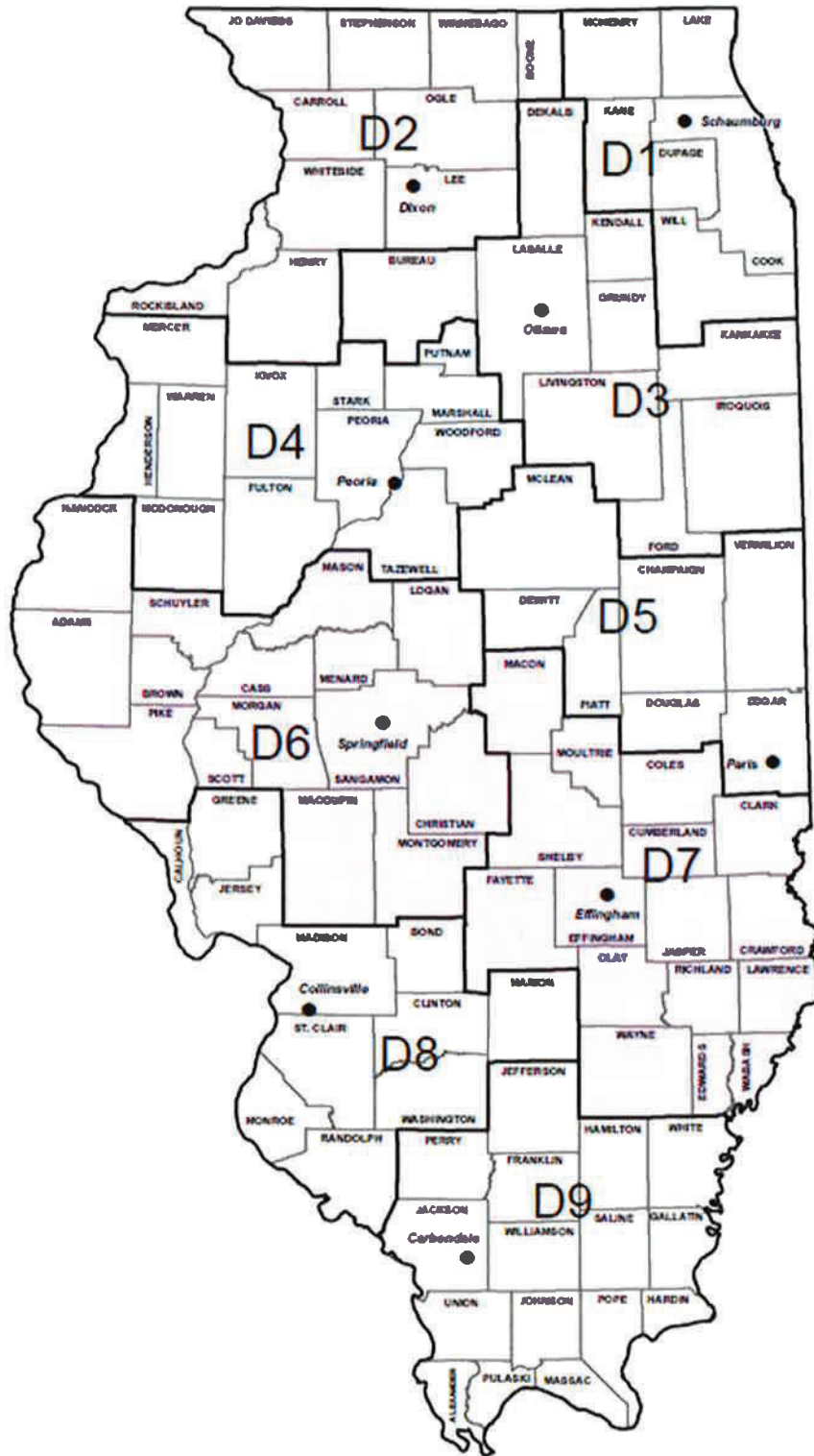
District 6: Counties of Adams, Brown, Cass, Christian, Hancock, Logan, Macoupin, Mason, Menard, Montgomery, Morgan, Pike, Sangamon, Schuyler, and Scott.

District 7: Counties of Clark, Clay, Coles, Crawford, Cumberland, Edwards, Effingham, Fayette, Jasper, Lawrence, Macon, Moultrie, Richland, Shelby, Wabash and Wayne.

District 8: Counties of Bond, Calhoun, Clinton, Greene, Jersey, Madison, Marion, Monroe, Randolph, St. Clair and Washington.

District 9: Counties of Alexander, Franklin, Gallatin, Hamilton, Hardin, Jackson, Jefferson, Johnson, Massac, Perry, Pope, Pulaski, Saline, Union, White and Williamson.

1.2.7. Map



For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services. For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

1.3. MILESTONES AND DELIVERABLES:

1.3.1. Stockpile and Order Status Reports: Vendor shall provide stockpile and order status reports upon request and as requested by the CMS Bureau of Strategic Sourcing for use in its contract administration effort. Failure to comply in a timely manner may be considered a breach of contract.

1.3.2. Delivery Invoices: Vendor invoices shall show the date orders were placed with the Vendor and the dates and amounts of salt delivered.

1.3.3. The Vendor warrants that all products furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this Contract including any specifications or standards. In addition, Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

1.3.4. The Vendor shall report to the Department of Central Management Services Bureau of Strategic Sourcing (BOSS) an annual Contract Usage Report which includes all Governmental Units and Not-for-Profit Agencies. This report shall be in a tab-delimited text file or an Excel spreadsheet that references the BidBuy Purchase Order (PO) number, time period being reported, and must include the following:

PO Line Number, Description, Quantity, Ordering Entity

The report will be sent to the following email address: CMS.BOSS.Sourcing@illinois.gov.

A sample of the report's format is as follows:

Line Item #	Description	Quantity	Ordering Entity
1	XXXXXXXXXX	XXX	XXXXXXXXXX
2	XXXXXXXXXX	XXX	XXXXXXXXXX

1.4. VENDOR / STAFF SPECIFICATIONS:

1.4.1. Vendor Meetings:

- a. The Vendor shall participate in a pre-season meeting with IDOT Central Bureau of Operations. This meeting will be scheduled after the execution of the contract(s).
- b. The Vendor shall participate in weekly calls with IDOT Central Bureau of Operations throughout the winter season.
- c. The Vendor shall participate in a post-season meeting with IDOT Central Bureau of Operations that will be scheduled between April to June,

1.4.2. Stockpile and Delivery Performance:

- a. Delivery Performance: Freezing of waterways and the impact on delivery must be reasonably anticipated by the Vendor and is not a cause to claim Force Majeure.
- b. STOCKPILE AVAILABILITY: Successful Vendors shall have stockpiles of Rock Salt in Illinois or near its boundaries in quantities that are sufficient to satisfy the State of Illinois contractual requirements and stockpile staging requirements shall be as follows:
 - 1. 100% at upper MISSISSIPPI RIVER STOCKPILE locations, DISTRICT-1, DISTRICT-2, DISTRICT-3, and DISTRICT-4 by December 1st.
 - 2. 50% at all other Downstate Stockpile locations by December 1st and 100% by January 1st.

Such stockpiles must be near enough to delivery points to allow for timely delivery as required by the State of Illinois contractual requirements.

Vendors may also be required to furnish a list of rock salt commitments against these stockpiles as a result of other contractual agreements.

- c. STOCKPILE INSPECTIONS: The State reserves the right to inspect and/or test the rock salt provided at the Vendor's stockpile points or at the salt storage facility destination, whichever is most convenient to the State.
- d. VENDOR NOTIFICATION – Illinois Waterway Consolidated Lock Closures: Various lock closures will be occurring on the Illinois waterway over the next few years. Vendors should prepare accordingly and thereby such is not a cause to claim Force Majeure. Information on the lock closures including scheduling can be found at:

<https://www.mvr.usace.army.mil/Missions/Navigation/Navigation-Status/>

- 1.4.3. Safety Data Sheets: The Vendor is required to furnish a Safety Data Sheet (SDS) for each toxic substance shipped. Submission of Safety Data Sheets is required by the Illinois Toxic Substances Disclosure to Employees Act. 820 ILCS 255/1 ET SEQ, or subsequent amendment.
- 1.4.4. Vendor must be registered in BidBuy before entering into the resulting Contract with the State of Illinois.

1.5. TRANSPORTATION AND DELIVERY:

- 1.5.1. Delivery Time: Delivery will be made F.O.B. Destination with all transportation and handling paid by the Vendor to any participating Governmental Unit. Deliveries are to be made within seven (7) working days, or as extended by order guidelines in Section 1.2.5.6. For all orders placed by contract participants on or after December 1 and prior to May 1st of any year, order delivery performance shall be subject to application of Liquidated Damages as stated in Section 1.5.10 below.
- 1.5.2. Delivery Schedule: Salt order deliveries will be accepted only during regular workdays (Monday thru Friday) and work hours (7:30 a.m. - 3:30 p.m.) excluding state holidays, except where special arrangements are made in advance with an appropriate representative at the delivery site.
- 1.5.3. Delivery Locations: All delivery locations are listed within each line item in BidBuy. Specific delivery notes for other governmental units will be given at the time of order.
- 1.5.4. Payment of Tolls: The Vendor shall be required to pay the full amount of tolls, if any, incurred during the duration of the contract. Said tolls will not be refunded by the ordering agency.
- 1.5.5. Delivery Tickets: Each delivery ticket shall be a direct entry (no manual entries) certified scale ticket indicating gross, tare, and net weight of each truckload of rock salt. Unless otherwise directed, delivery ticket must also be signed by an authorized agency representative at the delivery location point to verify that agency has accepted the material. The Vendor shall include the release order number and the date of delivery on each delivery ticket. The Vendor shall ensure all weights and measures shown on all tickets are correct.

- 1.5.6. Delivery Requirements: All truck loads shall be covered with approved weatherproof material. Vendor shall ensure the delivery person inspects the inside of the trailer and all salt is removed from the trailer before leaving a delivery point. Pre-loading trucks prior to the date of delivery is not allowed and may be rejected at the delivery site. In the event any agency discovers preloaded rock salt already dumped at its location, the salt may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of the original order.
- 1.5.7. Delivery Method: All deliveries will be on the basis of the "End-Dumping" method. Vendors shall be governed by the specific delivery instructions, as to unloading point, issued by an applicable agency when they place their order for a particular location.
- 1.5.8. Weights and Measures: Governmental units reserve the right to require that trucks may occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads. The governmental units reserve the right to take action to remedy Vendor's failure to provide accurate weights and measures.
- 1.5.9. Foreign Materials: All truck loads shall be free of any foreign material such as mud, rocks, grader teeth, wood, tarpaulins, etc. or the load may be rejected. In the event any agency discovers foreign material in truckloads of rock salt already dumped at its location, the salt and foreign matter may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of original order.
- 1.5.10. Damages: Governmental units reserve the right to take action against Vendor delivery failure as follows:

Liquidated Damages: From December 1 through May 1 of the current season, if the Vendor is unable to make delivery within the authorized delivery time, the governmental units shall assess and have the right to retain as Liquidated Damages, and not as a penalty, 5 percent per working day on the undelivered portion of the order, but not to exceed 50 percent of the total order. Governmental units and Vendor agree that at the time of contracting, the amount of actual damages is uncertain. Governmental units and Vendor further agree that the amount of Liquidated Damages in this Section is reasonable and bears relation to the damages which may be sustained in the event of a breach.

Delivery Failure Damages: If after seven (7) days' assessment of Liquidated Damage claims, a Vendor has still failed to deliver as required, governmental units reserve the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied Liquidated Damages.

1.6. SUBCONTRACTING

Subcontractors are allowed.

1.6.1. Will subcontractors be utilized? Yes No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$100,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors where the annual value of the subcontract is greater than \$50,000 must include Illinois Standard Certifications completed by the subcontractor.

1.6.2. Please identify below subcontracts with an annual value of \$100,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: Please see attached list.

Amount to Be Paid:

Address:

Description of Work:

- Subcontractor Name:

Amount to Be Paid:

Address:

Description of Work:

If additional space is necessary to provide subcontractor information, please attach an additional page.

- 1.6.3. If the annual value of any the subcontracts is more than \$100,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.
- 1.6.4. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

1.7. SUCCESSOR VENDOR

- Yes No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification-based selection contracts, and professional and artistic services contracts are not subject to this requirement.

If yes is checked, then the Vendor certifies:

- (i) that it shall offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and
- (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract.

1.8. WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being

performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: Please see attached list.

Value of services performed at this location: Please see attached List.

- Location where services will be performed:

Value of services performed at this location:

2. PRICING

2.1 FORMAT OF PRICING:

2.1.1 Vendor shall submit pricing in the line items on BidBuy, based on the terms and conditions set forth in section 1 of this Contract.

- a) Pricing shall be submitted by entering the cost per unit of measure based on minimum order quantities on each line item in BidBuy. Prices must include all costs shipped F.O.B. Destination and may not include any additional costs due to taxes (federal or otherwise) unless accompanied by proof the State is subject to the tax.

2.2 TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total price of this contract is estimated.

2.3 EXPENSES ALLOWED: Expenses are not allowed.

2.4 DISCOUNT: The State may receive a 0 % discount for payment within 0 days of receipt of correct invoice. This discount will not be a factor in making the award.

2.5 VENDOR'S PRICING: For procurements conducted in BidBuy, the State may include in this Contract the BidBuy Purchase Order as it contains the agreed pricing.

2.6 MAXIMUM AMOUNT: This Joint Purchase Master Contract is an indefinite quantity contract.

3. TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: This contract has an initial term commencing upon the last dated signature of the Parties to September 30, 2024.

The State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years. 30 ILCS 500/20-60

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

3.2 RENEWAL: N/A

3.3 TERMINATION FOR CAUSE: The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

3.4 TERMINATION FOR CONVENIENCE: The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

3.5 AVAILABILITY OF APPROPRIATION: This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract,

in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<https://labor.illinois.gov>) to ensure understanding of prevailing wage requirements.
- 4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
- 4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the

applicable Agency's Illinois tax exemption number and Federal tax exemption information.

4.1.6.2 Vendor shall invoice at this completion of the contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency:	Requesting Agency / Entity
Attn:	Requesting Agency / Entity
Address:	Requesting Agency / Entity
City, State Zip	Requesting Agency / Entity

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

4.2 ASSIGNMENT: This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.

4.3 SUBCONTRACTING: For purposes of this section, subcontractors are those with contracts with an annual value exceeding \$100,000 and who are specifically hired to perform all or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the Standard Illinois Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses, the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract, and the general type of work to be performed. 30 ILCS 500/20-120.

4.4 AUDIT/RETENTION OF RECORDS: Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor

for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

- 4.5 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.
- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.
- 4.8 CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in

the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

- 4.9 USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.
- 4.10 INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.
- 4.11 INSURANCE:** Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of

\$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

4.12 INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

4.13 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

4.14 COMPLIANCE WITH THE LAW: The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

4.15 BACKGROUND CHECK: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.

4.16 APPLICABLE LAW:

4.16.1 PREVAILING LAW: This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

4.16.2 EQUAL OPPORTUNITY: The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.

4.16.3 COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY: Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

4.16.4 OFFICIAL TEXT: The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).

4.17 ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract,

then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.

- 4.18 CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.
- 4.19 EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.
- 4.20 NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.
- 4.21 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 4.22 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

4.23 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

4.24 SCHEDULE OF WORK: Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.25 WARRANTIES FOR SUPPLIES AND SERVICES:

4.25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.25.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

4.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

4.27 EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

5. STATE SUPPLEMENTAL PROVISIONS

Agency Definitions

5.1. "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).

5.2. "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute.

Required Federal Clauses, Certifications and Assurances

Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than \$200 per month or \$2,000 per year) 30 ILCS 500/25-60.

Agency Specific Terms and Conditions

5.3. The Chief Procurement Officer for General Services makes this contract available to all governmental units.

5.4. Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract for the items in this contract to all governmental units.

5.5. The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit.

5.6. Vendor shall bill each governmental unit separately for its actual share of the costs of the supplies or services purchased.

5.7. The credit or liability of each governmental unit shall remain separate and distinct.

5.8. Disputes between vendors and governmental units shall be resolved between the affected parties.

5.9. All terms and conditions in this Contract apply with full force and effect to all purchase orders.

Other (describe)



July 5, 2023

Subcontractor Work

- **Subcontractor Name:** Matias Trucking, Inc.
Amount to Be Paid: ~\$1,850,000.00
Address: 8755 W 82nd Pl, 2nd Floor, Justice, IL 60458
Description of Work: hauling of bulk road salt
- **Subcontractor Name:** Z Force Transportation, Inc.
Amount to Be Paid: ~\$1,650,000.00
Address: 700 E Joe Orr Rd, Chicago Heights, IL 60411
Description of Work: hauling of bulk rock salt
- **Subcontractor Name:** Portland Trucking
Amount to Be Paid: ~\$750,000.00
Address: 2061 S Harbor Dr., Milwaukee, IL 53207
Description of Work: hauling of bulk rock salt
- **Subcontractor Name:** Wiesbrock Trucking, Inc.
Amount to Be Paid: ~\$450,000.00
Address: 1748 E 950th Rd, Leonor, IL 61332
Description of Work: hauling of bulk rock salt
- **Subcontractor Name:** N.E. Finch Co
Amount to Be Paid: ~\$575,000.00
Address: 148 S Bloomingdale Rd, Suite 105, Bloomingdale, IL 60108
Description of Work: hauling of bulk rock salt
- **Subcontractor Name:** Starline Trucking
Amount to be Paid: \$750,000.00
Address: 18480 W Lincoln Ave, New Berlin, WI 53146
Description of Work: hauling of bulk road salt

- **Subcontractor Name:** Regina Cartage LLC
Amount to be Paid: ~\$100,000.00
Address: 1133 South State Street, Unit 403B, Chicago, IL 60605
Description of Work: hauling of bulk road salt
- **Subcontractor Name:** All Seasons Trucking
Amount to be Paid: ~\$165,000.00
Address: 7750 Windy Ridge, Dubuque, IA 52003
Description of Work: hauling of bulk road salt
- **Subcontractor Name:** Beelman Logistics, LLC
Address: 1 Racehorse Dr, Venice, IL 62205
Amount to be Paid: \$675,000.00
Description of Work: hauling of bulk road salt

WHERE SERVICES ARE TO BE PERFORMED – STOCKPILE LOCATIONS

- **Location where services will be performed:** Calumet, IL
Value of services performed at this location: ~\$10,000,000.00
- **Location where services will be performed:** Milwaukee, WI
Value of services performed at this location: ~\$3,100,000.00
- **Location where services will be performed:** Ottawa, IL
Value of services performed at this location: ~\$1,200,000.00
- **Location where services will be performed:** Peoria, IL
Value of services performed at this location: ~\$2,000,000.00
- **Location where services will be performed:** Dubuque, IA
Value of services performed at this location: ~\$600,000.00
- **Location where services will be performed:** Venice, IL
Value of Service to be performed at this location: \$2,500,000.00

FY24												
UnitName	Address Delivery	City	State	Zip	County	District	Initial Fill	FY24 Bid Ton	FY24 Bid Price/Ton %	FY24 Ton	FY24 Vendor	FY24 Bid Line
Alden Township Road Dist.	8515 Alden Rd.	Harvard	IL	60033	McHenry	1	400	76.54 80%		400	Morton	P-56957 244
Amboy, City of	202 W. Main Street	Amboy	IL	61310	Lee	2	80	92.50 100%		80	Morton	P-56957 373
Arlington Heights, Village of	222 N. Ridg Ave	Arlington Heights	IL	60005	Cook	1	6500	71.43 80%		6500	Morton	P-56957 2
Ashton, Village Of	804 S 1st St.	Ashton	IL	61006	Lee	2	22	97.95 80%		22	Morton	P-56957 374
Aurora, City of	720 N. Broadway	Aurora	IL	60505	Kane	1	4500	70.15 100%		4500	Morton	P-56957 171
Aurora, City of	2112 Montgomery Road	Aurora	IL	60505	Kane	1	3000	70.72 100%		3000	Morton	P-56957 170
Beach Park, Village of	40185 N. Glendale Ave.	Beach Park	IL	60099	Lake	1	500	71.21 80%		500	Morton	P-56957 210
Belvidere, City of	515 West Locust Street	Belvidere	IL	61008	Boone	2	3000	80.29 80%		3000	Morton	P-56957 327
Boone County Hwy. Dept.	9759 IL Route 76	Belvidere	IL	61008	Boone	2	2002	80.29 80%		2002	Morton	P-56957 329
Boone Township	140 W. Ogden Street	Capron	IL	61013	Boone	2	242	87.01 80%		242	Morton	P-56957 330
Bull Valley, Village of	1904 Cherry Valley Road	Bull Valley	IL	60098	McHenry	1	800	76.56 80%		800	Morton	P-56957 245
Burton Township	802 Main St	Spring Grove	IL	60081	McHenry	1	200	74.01 80%		200	Morton	P-56957 246
Byron Community Unit School Dist. #226	696 N Colfax St.	Byron	IL	61010	Ogle	2	75	93.75 100%		75	Morton	P-56957 385
Caledonia Township	2430 Main St.	Caledonia	IL	61011	Boone	2	198	88.95 80%		198	Morton	P-56957 331
Campton Twp. Hwy. Dept.	5N790 State Route 47	Maple Park	IL	60151	Kane	1	2002	82.12 80%		2002	Morton	P-56957 173
Carpentersville, Village of	1075 Tamarac Drive	Carpentersville	IL	60110	Kane	1	2300	80.34 80%		2300	Morton	P-56957 174
Cass County Hwy Dept.	5432 COUNTY SHED RD	Virginia	IL	62691	Cass	6	425	104.60 80%		425	Morton	P-56957 712
Cedarville, Village of	450 W Second St.	Cedarville	IL	61013	Stephenson	2	75	114.15 80%		75	Morton	P-56957 428
Champaign County Hwy Dept.	301 S. Art Bartell Road	Urbana	IL	61802	Champaign	5	1000	103.88 80%		1000	Morton	P-56957 663
Champaign Township Road District	3900 Kearn Drive	Champaign	IL	61826	Champaign	5	300	103.88 80%		300	Morton	P-56957 664
Champaign, City of	702 Edgebrook Drive	Champaign	IL	61820	Champaign	5	1200	98.95 80%		1200	Morton	P-56957 665
Chemung Township	9507 S Main St.	Chatham	IL	62629	Sangamon	6	300	111.29 80%		300	Morton	P-56957 746
Chicago Heights, City of	807 8th Street	Harvard	IL	60033	McHenry	1	700	77.82 80%		700	Morton	P-56957 248
Chicago Heights, Village Of	532 Ashland Ave.	Chicago Hts.	IL	60411	Cook	1	3500	72.04 80%		3500	Morton	P-56957 10
Davis Junction, Village Of	5003 Illinois Route 251	Davis Junction	IL	61020	Ogle	2	120	93.75 80%		120	Morton	P-56957 386
Dekalb County Highway Dept.- Afton Twp.	10315 Keslinger Rd	Dekalb	IL	60115	Dekalb	3	220	93.50 80%		220	Morton	P-56957 474
Dekalb County Highway Dept.- Dekalb Shop	1826 Barber Greene Road	Dekalb	IL	60115	Dekalb	3	4250	88.81 80%		4250	Morton	P-56957 477
Dekalb County Highway Dept.- Hinckley Village	200 East Sandwick Rd	Hinckley	IL	60520	Dekalb	3	150	91.49 80%		150	Morton	P-56957 479
Dekalb County Highway Dept.- Kishwaukee College	21193 Malta Rd	Malta	IL	60150	Dekalb	3	100	93.75 80%		100	Morton	P-56957 483
Dekalb County Highway Dept.- Sandwich Twp.	15 North Green St	Sandwich	IL	60548	Dekalb	3	240	91.49 80%		240	Morton	P-56957 487
Dekalb County Highway Dept.- Somonauk Twp.	2990 Council Road	Somonauk	IL	60552	Dekalb	3	100	91.49 80%		100	Morton	P-56957 489
Dekalb County Highway Dept.- Waterman Shop	155 E Lincoln Hwy	Waterman	IL	60556	Dekalb	3	1200	87.58 80%		1200	Morton	P-56957 494
Dekalb, City of	1316 Market St.	Dekalb	IL	60115	Dekalb	3	3500	88.58 80%		3500	Morton	P-56957 497
Des Plaines, City of	1111 Joseph Schwab Road	Des Plaines	IL	60016	Cook	1	4000	76.47 80%		4000	Morton	P-56957 16
Dixon, City of	619 W Seventh St.	Dixon	IL	61021	Lee	2	1606	103.54 80%		1606	Morton	P-56957 376
Dorr Township	12322 David Road	Woodstock	IL	60098	McHenry	1	800	76.56 80%		800	Morton	P-56957 250
Dunham Twp.	107 Airport Road	Harvard	IL	60033	McHenry	1	750	76.54 80%		750	Morton	P-56957 251
Elgin, City of	529 Shales Parkway	Elgin	IL	60120	Kane	1	2000	80.34 100%		2000	Morton	P-56957 180
Elgin, City of	1900 Holmes Road	Elgin	IL	60120	Kane	1	2000	80.34 100%		2000	Morton	P-56957 179
Elk Grove, Village of	450 East Devon Ave.	Elk Grove	IL	60007	Cook	1	2000	77.43 80%		2000	Morton	P-56957 20
Erin Township	2699 North Unity Road	Lena	IL	61048	Stephenson	2	44	106.74 100%		44	Morton	P-56957 429
Flagg Township	11649 E. Flagg Road	Rochelle	IL	61068	Ogle	2	350	96.21 80%		350	Morton	P-56957 387
Florence Township	4076 West Becker School Road	Freeport	IL	61032	Stephenson	2	75	114.15 80%		75	Morton	P-56957 430
Forest View, Village of	4625 Oak Park Ave.	Forest View	IL	60402	Cook	1	400	75.86 80%		400	Morton	P-56957 26
Forreston, Village Of	206 S. Ash Ave.	Forreston	IL	61030	Ogle	2	66	110.14 100%		66	Morton	P-56957 388
Freeport, City of	1001 N. Island Ave.	Freeport	IL	61032	Stephenson	2	3125	109.25 80%		3125	Morton	P-56957 431
Genoa, City of	100 Madison Street	Genoa	IL	60135	Dekalb	3	200	90.41 80%		200	Morton	P-56957 499
Glenview, Village of	2498 East Lake Avenue	Glenview	IL	60026	Cook	1	2000	76.47 80%		2000	Morton	P-56957 30
Granville, Village of	101 S. High St.	Granville	IL	61326	Putnam	4	120	85.60 80%		120	Morton	P-56957 623
Hampshire, Village of	100 Klick St.	Hampshire	IL	60140	Kane	1	2200	82.12 80%		2200	Morton	P-56957 186
Hartland Township Road District	15813 Nelson Road	Woodstock	IL	60098	McHenry	1	396	76.56 80%		396	Morton	P-56957 254
Harvard, City of	805 W. Brink St.	Harvard	IL	60033	McHenry	1	800	76.54 100%		800	Morton	P-56957 255

Hebron Township Road Dist.	10206 Seaman Road	Hebron	IL	60034	McHenry	1	550	74.54 80%	Morton	P-56957 256
Hebron, Village of	10317 Freeman Rd.	Hebron	IL	60034	McHenry	1	300	74.54 80%	Morton	P-56957 257
Henderson County Hwy. Dept.	112 N. Mary St.	Stronghurst	IL	61480	Henderson	4	400	100.83 80%	Morton	P-56957 586
Hillcrest, Village of	204 Hillcrest Ave	Hillcrest	IL	61068	Ogle	2	75	96.21 80%	Morton	P-56957 389
Hoffman Estates, Village of	2405 Pembroke Ave.	Hoffman Estates	IL	60196	Cook	1	3800	75.38 100%	Morton	P-56957 38
Huntley, Village of	12599 W. Main Street	Huntley	IL	60142	McHenry	1	2500	78.29 80%	Morton	P-56957 258
Kankakee County Hwy. Dept.	1185 S East Avenue	Kankakee	IL	60901	Kankakee	3	2500	78.24 80%	Morton	P-56957 530
Kankakee, City of	401 W. Oak St.	Kankakee	IL	60901	Kankakee	3	1000	79.78 80%	Morton	P-56957 532
Kankakee, City of	1600 East Willow	Kankakee	IL	60901	Kankakee	3	1000	79.78 80%	Morton	P-56957 531
Knox County Hwy. Dept.	1214 U.S. Hwy. 150E	Knoxville	IL	61448	Knox	4	1500	91.42 80%	Morton	P-56957 592
Knox Township Road District	200 N. Carr Street	Knoxville	IL	61448	Knox	4	200	101.27 100%	Morton	P-56957 593
Ladd , Village of	412 N Chicago Ave.	Ladd	IL	61329	Bureau	3	200	97.95 100%	Morton	P-56957 464
Lake Zurich Community School Dist. #95	66 Church Street	Lake Zurich	IL	60047	Lake	1	350	81.51 80%	Morton	P-56957 218
LaSalle County Hwy. Dept.	1400 N. 27th Road	Ottawa	IL	61350	LaSalle	3	1500	85.07 80%	Morton	P-56957 555
Lee County Hwy. Dept -Amboy	1629 Lee Center Road	Amboy	IL	61310	Lee	2	2000	89.57 80%	Morton	P-56957 377
Lee County Hwy. Dept -Dixon	2001 W. Forth St.	Dixon	IL	61021	Lee	2	500	103.54 80%	Morton	P-56957 378
Lemont Township Hwy. Dept.	12750 Archer Avenue	Lemont	IL	60439	Cook	1	1000	72.64 80%	Morton	P-56957 47
Lindenhurst, Village of	2060 Grass Lake Road	Lindenhurst	IL	60046	Lake	1	650	74.72 80%	Morton	P-56957 221
Livingston County Hwy. Dept.	1705 S. Manlove St.	Pontiac	IL	61764	Livingston	3	500	97.95 80%	Morton	P-56957 572
Long Grove, Village of	3110 Old McHenry Road	Long Grove	IL	60047	Lake	1	1400	78.16 100%	Morton	P-56957 222
Mahomet, Village of	218 S Lake Of The Woods Rd	Mahomet	IL	61853	Champaign	5	400	103.88 80%	Morton	P-56957 666
Manlius Township	2867 E. 28th Rd	Marseilles	IL	61341	Ogle	2	220	85.07 100%	Morton	P-56957 557
Marion Township	400 W. Roosevelt Road	Stillman Valley	IL	61084	Ogle	2	400	93.75 80%	Morton	P-56957 390
Matteson, Village of	21146 Tower Ave.	Matteson	IL	60443	Cook	1	1700	71.21 80%	Morton	P-56957 53
Mazon, Village of	208 North St	Mazon	IL	60444	Grundy	3	125	92.51 80%	Morton	P-56957 516
McDonough County Hwy. Dept.	204 S. Western Ave.	Macomb	IL	61455	McDonough	4	200	99.11 80%	Morton	P-56957 603
Menard County Hwy Dept.	15620 Chautauqua Road	Petersburg	IL	62675	Menard	6	350	112.58 80%	Morton	P-56957 735
Menominee, Village of	8389 North Badger Road	East Dubuque	IL	61025	Jo Daviess	2	110	107.21 80%	Morton	P-56957 365
Mercer County Hwy. Dept.	1630 State Highway 17	Aledo	IL	61231	Mercer	4	1000	98.59 80%	Morton	P-56957 606
Monmouth, City of	711 South 3rd Street	Monmouth	IL	61462	Warren	4	500	100.20 80%	Morton	P-56957 650
Mount Morris, Village of	414 N. McKendrie Avenue	Mt. Morris	IL	61054	Ogle	2	200	95.68 100%	Morton	P-56957 391
Mount Prospect, Village of	1700 W. Central Road	Mt. Prospect	IL	60056	Cook	1	4500	75.65 80%	Morton	P-56957 57
Mount Pulaski, City of	600 S. Spring Street	Mt. Pulaski	IL	62548	Logan	6	125	92.25 100%	Morton	P-56957 723
Naperville, City of	180 Fort Hill Drive	Naperville	IL	60563	DuPage	1	6750	69.28 80%	Morton	P-56957 153
Nelson Township	320 Railway Road	Dixon	IL	61021	Lee	2	100	103.54 80%	Morton	P-56957 379
New Lenox, Village of	2401 Ellis Road	New Lenox	IL	60451	Will	1	4004	72.25 80%	Morton	P-56957 302
North Chicago, City of	1421 Renken Dr	North Chicago	IL	60064	Lake	1	1500	77.04 80%	Morton	P-56957 224
Northbrook, Village of	655 Huehl Road	Northbrook	IL	60062	Cook	1	3190	76.47 80%	Morton	P-56957 63
Northern Illinois University	1340 Stadium Drive South	DeKalb	IL	60115	DeKalb	3	400	93.50 80%	Morton	P-56957 500
Northfield, Village of	1800 Winnetka Rd.	Northfield	IL	60093	Cook	1	352	79.11 80%	Morton	P-56957 64
Oak Grove, Village Of	500 Woodland Rd.	Milan	IL	61264	Rock Island	2	60	97.29 80%	Morton	P-56957 414
O'Fallon, City of	505 West State St	O'Fallon	IL	62269	St. Clair	8	1000	76.51 80%	Morton	P-56957 854
Ogle County Highway Dept.	1989 S. IL. Route 2	Oregon	IL	61061	Ogle	2	4000	110.78 80%	Morton	P-56957 392
Oglesby, City Of	110 Fraser Ave.	Oglesby	IL	61348	LaSalle	3	300	85.07 80%	Morton	P-56957 561
Ottawa Township Hwy. Dept.	1425 Boyce Memorial Drive	Ottawa	IL	61350	LaSalle	3	120	85.07 80%	Morton	P-56957 562
Ottawa, City of	321 W. Jackson St.	Ottawa	IL	61350	LaSalle	3	1210	85.07 80%	Morton	P-56957 563
Persifer Township	1735 US Highway 150 East	Dahinda	IL	61428	Knox	4	220	102.35 100%	Morton	P-56957 594
Peru, City of	4003 Plank Road	Peru	IL	61354	LaSalle	3	2500	85.07 80%	Morton	P-56957 564
Polo, City of	200 S. Green Ave.	Polo	IL	61064	Ogle	2	100	110.14 100%	Morton	P-56957 394
Pontiac, City of	102 S. Pearl St.	Pontiac	IL	61764	Livingston	3	400	97.95 80%	Morton	P-56957 573
Poplar Grove Township	302 East Park Street	Poplar Grove	IL	61065	Boone	2	198	87.79 80%	Morton	P-56957 335
Poplar Grove, Village of	201 E. Edison Road	Poplar Grove	IL	61065	Boone	2	600	87.79 80%	Morton	P-56957 336
Putnam County Hwy. Dept.	6203 State Route 26	Hemepin	IL	61327	Putnam	4	850	86.59 80%	Morton	P-56957 626
Rantoul, Village of	621 Cook St	Rantoul	IL	61866	Champaign	5	375	101.56 80%	Morton	P-56957 668
Richmond Township Road Dist.	7812 Route 31	Richmond	IL	60071	McHenry	1	600	74.54 80%	Morton	P-56957 269

Rochelle Twp High School #212	11646 Flagg Rd.	Rochelle	IL	61068	Ogle	2	44	95.68	100%	Morton	P-56957	395
Rockford, City of	523 South Central Avenue	Rockford	IL	61104	Winnebago	2	18000	81.79	80%	Morton	P-56957	453
Rockton Township Highway Dept.	1301 N. Blackhawk Blvd.	Rockton	IL	61072	Winnebago	2	506	80.22	80%	Morton	P-56957	454
Rockvale Township	6057 N. IL Rt. #2	Oregon	IL	61061	Ogle	2	480	94.72	100%	Morton	P-56957	396
Round Lake Beach, Village of	911 Lotus Drive	Round Lake Beach	IL	60073	Lake	1	1200	74.98	80%	Morton	P-56957	225
Rushville, City of	620 Brown St.	Rushville	IL	62681	Schuyler	6	132	102.68	80%	Morton	P-56957	763
Sandwich, City of	307 E. Railroad Street	Sandwich	IL	60548	DeKalb	3	600	91.49	80%	Morton	P-56957	501
Schuyler County Hwy. Dept.	121 Henninger Drive	Rushville	IL	62681	Schuyler	6	200	102.68	80%	Morton	P-56957	764
Seneca Twp.	16506 Gardenvalley Road	Woodstock	IL	60098	McHenry	1	100	76.56	100%	Morton	P-56957	271
Seneca, Village of	225 W. Union St	Seneca	IL	61360	LaSalle	3	600	83.07	80%	Morton	P-56957	565
Shelby County Hwy. Dept.	1590 State Highway 16	Shelbyville	IL	62565	Shelby	7	100	113.50	80%	Morton	P-56957	809
Spring Valley, City of	400 W. 1st St	Spring Valley	IL	61362	Bureau	3	300	85.07	80%	Morton	P-56957	468
St. Charles, City of	1405 S. 7th Avenue	St. Charles	IL	60174	Kane	1	2000	79.31	80%	Morton	P-56957	194
St. Charles, City of	3805 Lincoln Highway	St. Charles	IL	60174	Kane	1	2500	79.31	80%	Morton	P-56957	195
Stark County Hwy. Dept.	411 E. Main St.	Toulon	IL	61483	Stark	4	200	102.58	80%	Morton	P-56957	628
State, DHS-Ann Kiley Developmental Center	1401 Dugdale Road	Waukegan	IL	60085	Lake	1	125	73.15	100%	Morton	P-56957	228
State, IDOT - ALEDO (TS# 411A)	1610 SOUTHEAST 3RD STREET	Aledo	IL	61231	Mercer	4	2500	98.59	80%	Morton	P-56957	607
State, IDOT - ALESI (TS# 031)	11801 SOUTH RIDGELAND	Worth	IL	60482	Cook	1	7000	64.96	80%	Morton	P-56957	106
State, IDOT - AMBOY (TS# 221)	1502 US 30, AMBOY 61310	AMBOY	IL	61310	Lee	2	4700	89.57	80%	Morton	P-56957	380
State, IDOT - ARLINGTON HTS (TS# 011)	210 EAST NOYES STREET	Arlington Heights	IL	60005	Cook	1	7000	69.28	80%	Morton	P-56957	107
State, IDOT - ASHKUM (TS# 323)	849 E. STATE ROUTE 116	Ashkum	IL	60911	Iroquois	3	2750	83.50	80%	Morton	P-56957	522
State, IDOT - ASHKUM SUPERDOME (TS# 323S)	849 E. STATE ROUTE 116	Ashkum	IL	60911	Iroquois	3	500	83.50	80%	Morton	P-56957	523
State, IDOT - BELLEVILLE (TS# 811)	2107 FREEBOR AVENUE	BELLEVILLE	IL	62220	St. Clair	8	1500	77.53	80%	Morton	P-56957	856
State, IDOT - BELVIDERE (TS# 235)	9797 ILLINOIS ROUTE 76	Belvidere	IL	61008	Boone	2	3100	80.29	80%	Morton	P-56957	338
State, IDOT - BIESTERFIELD (RES DIM) (TS# E14B)	1101 BEISTERFIELD ROAD	Elk Grove	IL	60007	Cook	1	1000	74.91	80%	Morton	P-56957	108
State, IDOT - BIGGSVILLE (TS# 411B)	ROUTE 1, BOX 100	Biggsville	IL	61418	Henderson	4	2350	93.25	80%	Morton	P-56957	587
State, IDOT - BISHOP FORD (TS# E33)	16915 VAN DAM ROAD	South Holland	IL	60473	Cook	1	3000	72.87	80%	Morton	P-56957	110
State, IDOT - BUCKLEY (TS# 323B)	435 E. 800 N. ROAD	Buckley	IL	61918	Iroquois	3	2400	91.42	80%	Morton	P-56957	524
State, IDOT - CARLYLE (TS# 823)	16800 OLD U.S. HIGHWAY 50	Carlyle	IL	62231	Clinton	8	1200	83.63	80%	Morton	P-56957	820
State, IDOT - CARROLLTON (TS# 835C)	1091 N. Main Street	Carrilton	IL	62016	Greene	8	1500	83.47	80%	Morton	P-56957	823
State, IDOT - CHAMPAIGN (TS# 543)	201 EISNER ROAD	CHAMPAIGN	IL	61822	Champaign	5	2300	98.95	80%	Morton	P-56957	670
State, IDOT - CHARLESTON (TS# 721A)	369 W. Coolidge	Charleston	IL	61920	Coles	7	600	117.25	80%	Morton	P-56957	782
State, IDOT - CRESTON (TS# 231C)	5870 South Mulford Road	Creston	IL	60113	Ogle	2	2800	85.87	80%	Morton	P-56957	397
State, IDOT - DIVERNON (TS# 628)	69 IL-104	Divernon	IL	62530	Sangamon	6	300	110.20	80%	Morton	P-56957	755
State, IDOT - EAST ST LOUIS (TS# 851)	728 EXCHANGE AVENUE,	EAST ST. LOUIS	IL	62201	St. Clair	8	2250	75.02	80%	Morton	P-56957	857
State, IDOT - EDENS (TS# E13)	2 HAPP ROAD	Northfield	IL	60093	Cook	1	4000	76.47	80%	Morton	P-56957	113
State, IDOT - EFFINGHAM (TS# 713)	1900 West National Avenue	Effingham	IL	62401	Effingham	7	1800	94.33	80%	Morton	P-56957	790
State, IDOT - ELEROY (TS# 243)	1856 BOLTON ROAD,	FREEPOR	IL	61032	Stephenson	2	4300	105.91	80%	Morton	P-56957	438
State, IDOT - GALVA (TS# 212A)	818 S.E. 1ST STREET,	GALVA	IL	61434	Henry	2	1300	91.76	80%	Morton	P-56957	352
State, IDOT - GARDNER (TS# 351A)	7500 S. US HWY 66,	GARDNER	IL	60424	Grundy	3	2100	87.85	80%	Morton	P-56957	520
State, IDOT - GENESE0 (TS# 251)	828 NORTH COLLEGE AVENUE,	GENESE0	IL	61254	Henry	2	4200	98.04	80%	Morton	P-56957	353
State, IDOT - GODFREY SATELLITE YARD (TS# 832G)	8411 GODFREY ROAD,	GODFREY	IL	62035	Madison	8	1300	78.83	80%	Morton	P-56957	831
State, IDOT - GREENVILLE (TS# 821)	1500 South 4th Street	Greenville	IL	62246	Bond	8	1200	84.33	80%	Morton	P-56957	815
State, IDOT - GURNEE (TS# 116)	3516 WEST WASHINGTON STREET,	GURNEE	IL	60031	Lake	1	5000	73.15	80%	Morton	P-56957	231
State, IDOT - HAMEL (TS# 825)	6284 HAMEL DRIVE,	HAMEL	IL	62046	Madison	8	1500	80.08	80%	Morton	P-56957	832
State, IDOT - HARVEY (TS# 032)	16738 LATHROP AVENUE	Harvey	IL	60426	Cook	1	5000	63.85	80%	Morton	P-56957	115
State, IDOT - HECKER (TS# 814)	8272 MIKE ROAD,	HECKER	IL	62248	Cook	1	1200	80.08	80%	Morton	P-56957	843
State, IDOT - HILLSIDE (TS# 022)	4160 MIKE STREET	Hillside	IL	60162	Cook	1	7000	66.52	80%	Morton	P-56957	116
State, IDOT - I-55 (TS# 137)	151 E. South Frontage Road	Bolingbrook	IL	60440	Will	1	4500	76.47	80%	Morton	P-56957	312
State, IDOT - Jerseyville (TS#835)	218 EAST COUNTY LINE ROAD	Jerseyville	IL	62052	Jersey	8	1500	81.54	80%	Morton	P-56957	827
State, IDOT - JOLIET (TS# 135)	17430 N. BROADWAY,	LOCKPORT	IL	60441	Will	1	4500	76.47	80%	Morton	P-56957	313
State, IDOT - LEVERETT (TS# 544)	160 EAST LEVERETT ROAD,	CHAMPAIGN	IL	61822	Champaign	5	1800	98.95	80%	Morton	P-56957	671
State, IDOT - MATTOON (TS# 721)	8640 Old State Road	Mattoon	IL	61938	Coles	7	1500	100.14	80%	Morton	P-56957	783
State, IDOT - MONEE (TS# 136A)	24305 S. GOVERNORS HWY,	MONEE	IL	60449	Will	1	2000	71.71	80%	Morton	P-56957	314
State, IDOT - MORRISON (TS# 244A)	13590 GARDEN PLAIN ROAD,	MORRISON	IL	61270	Whiteside	2	2600	84.33	80%	Morton	P-56957	447

State, IDOT - MT CARROLL (TS# 241)	10646 Mill Road	Mt. Carroll	IL	61053	Carroll	2	3200	97.99	80%	Morton	P-56957	346
State, IDOT - MT. VERNON (TS# 932)	1 Fountain Place	Mt. Vernon	IL	62864	Jefferson	9	3000	90.99	80%	Morton	P-56957	882
State, IDOT - MURPHYSBORO (TS# 913)	15305 HIGHWAY 127,	MURPHYSBORO	IL	62966	Jackson	9	2500	91.22	80%	Morton	P-56957	879
State, IDOT - Naperville (TS# 127)	28 W 731 OGDEN AVENUE	Naperville	IL	60563	DuPage	1	4500	78.25	80%	Morton	P-56957	158
State, IDOT - NASHVILLE (TS# 824)	9571 IDOT Shed Road	Nashville	IL	62263	Washington	8	1200	88.94	80%	Morton	P-56957	861
State, IDOT - NEW LENOX (RES DM) (TS# 136B)	1400 WEST MAPLE STREET,	NEW LENOX	IL	60451	Will	1	1000	66.76	80%	Morton	P-56957	315
State, IDOT - NEW LENOX (TS# 136)	1400 WEST MAPLE STREET,	NEW LENOX	IL	60451	Will	1	6000	66.76	80%	Morton	P-56957	316
State, IDOT - NORTHBROOK (TS# 012)	1916 TECHNY ROAD	NorthBrook	IL	60062	Cook	1	5000	68.55	80%	Morton	P-56957	120
State, IDOT - OAK BROOK (TS# 128)	17 W 125 BUTTERFIELD ROAD	Villa Park	IL	60181	DuPage	1	5000	66.76	80%	Morton	P-56957	159
State, IDOT - OREGON (TS# 231)	511 Hill Street	Oregon	IL	61061	Ogle	2	3400	110.22	80%	Morton	P-56957	400
State, IDOT - PETERSBURG (TS# 621P)	18268 STATE ROUTE 97	Petersburg	IL	62675	Menard	6	2200	93.45	80%	Morton	P-56957	736
State, IDOT - PINCKNEYVILLE (TS# 912)	3750 State Route 13/127	Pinckneyville	IL	62274	Perry	9	1300	91.15	80%	Morton	P-56957	887
State, IDOT - ROCK FALLS (TS# 244)	1004 EAST ROUTE 30,	ROCK FALLS	IL	61071	Whiteside	2	4100	104.50	80%	Morton	P-56957	448
State, IDOT - ROCKFORD (TS# 232)	4109 11TH STREET,	ROCKFORD	IL	61109	Winnebago	2	2700	86.54	80%	Morton	P-56957	455
State, IDOT - RODENBURG (TS# E14)	1480 RODENBURG ROAD	Schaumburg	IL	60193	Cook	1	3500	78.25	80%	Morton	P-56957	122
State, IDOT - ROSCOE (TS# 234)	9988 NORTH 2ND STREET,	ROSCOE	IL	61073	Winnebago	2	3300	84.20	80%	Morton	P-56957	456
State, IDOT - RUSHVILLE (TS# 613)	705 WILSON STREET,	RUSHVILLE	IL	62881	Schuyler	6	900	102.68	80%	Morton	P-56957	765
State, IDOT - SALEM (TS# 831)	707 South Marion	Salem	IL	62881	Marion	8	1500	106.59	80%	Morton	P-56957	838
State, IDOT - SCOTT AFB STORAGE (TS# 811B)	8313 SHILOH VALLEY TOWNSHIP LINE RD,	LEBANON	IL	62264	St. Clair	8	1200	78.83	80%	Morton	P-56957	858
State, IDOT - SHELBYVILLE (TS# 715)	1588 STATE HWY 16	Shelbyville	IL	62565	Shelby	7	300	113.50	80%	Morton	P-56957	810
State, IDOT - ST CHARLES (RES DM) (TS# 129B)	38 W 027 ROUTE 38,	St. CHARLES	IL	60175	Kane	1	1000	79.20	80%	Morton	P-56957	200
State, IDOT - ST. CHARLES (TS# 129)	38 West 027 Route 38	St. Charles	IL	60175	Kane	1	3000	80.34	80%	Morton	P-56957	201
State, IDOT - STEELEVILLE (TS# 815)	700 NORTH CHERRY	Steeleville	IL	62288	Randolph	8	1000	90.35	80%	Morton	P-56957	849
State, IDOT - STOCKTON (TS# 242)	600 NORTH SIMMONS STREET,	STOCKTON	IL	61085	Jo Daviess	2	1800	91.53	80%	Morton	P-56957	368
State, IDOT - SYCAMORE (TS# 346)	351 E. PAGE STREET,	SYCAMORE	IL	60178	DEKALB	3	2000	81.70	80%	Morton	P-56957	502
State, IDOT - TROY (TS# 833)	7586 U.S. HIGHWAY 40,	TROY	IL	62294	Madison	8	2000	77.85	80%	Morton	P-56957	835
State, IDOT - TUSCOLA (TS# 524)	1200 EAST US HWY 36	Tuscola	IL	61953	Douglas	5	500	103.20	80%	Morton	P-56957	679
State, IDOT - VANDALIA (TS# 712)	910 IMCO Drive	Vandalia	IL	62471	Fayette	7	1000	86.44	80%	Morton	P-56957	794
State, IDOT - VIRGINIA (TS# 614V)	20578 STATE ROUTE 125	Virginia	IL	62691	Cass	6	700	104.60	80%	Morton	P-56957	713
State, IDOT - WATSEKA (TS# 322)	111 Yount Avenue	Watseka	IL	60970	Iroquois	3	2000	88.81	80%	Morton	P-56957	525
State, IDOT - WEST CITY (TS# 914)	1101 Route 14 West	Benton	IL	62812	Franklin	9	2000	91.95	80%	Morton	P-56957	866
State, IDOT - WOOD RIVER (TS# 832)	200 SOUTH BELLWOOD,	EAST ALTON	IL	62024	Madison	8	2250	77.53	80%	Morton	P-56957	836
State, IDOT - WOODSTOCK (TS# 117)	11916 Catalpa Lane	Woodstock	IL	60098	McHenry	1	4500	76.56	80%	Morton	P-56957	275
State, Tollway-Bruce Road	I-355 @ Bruce Road	Lockport	IL	Tollway	Will	1	3500	72.74	80%	Morton	P-56957	317
State, Tollway-M-04	I-94 @ Route 132	Gurnee	IL	Tollway	Lake	1	4500	73.15	80%	Morton	P-56957	235
State, Tollway-M-05	575 W. Central Rd	Hoffman Estates	IL	Tollway	Cook	1	5500	77.43	80%	Morton	P-56957	127
State, Tollway-M-06	I-90 @ Route 20	Hampshire	IL	Tollway	Kane	1	4200	81.07	80%	Morton	P-56957	202
State, Tollway-M-07	I-90 @ Business Route 20	Rockford	IL	Tollway	Winnebago	2	4600	85.82	80%	Morton	P-56957	457
State, Tollway-M-11	I-88 @ Annie Glodden Road	Dekalb	IL	Tollway	Dekalb	3	3300	87.48	80%	Morton	P-56957	504
State, Tollway-M-16	I-390 @ Route 83	Bensenville	IL	Tollway	Cook	1	3000	74.15	80%	Morton	P-56957	129
State, Tollway-Spur	I-294 N. of Lake -Cook Rd.	Northbrook	IL	Tollway	Lake	1	2500	76.54	80%	Morton	P-56957	236
Stephenson County Hwy. Dept.	295 W. Lamm Road	Freeport	IL	61032	Stephenson	2	1500	109.25	80%	Morton	P-56957	439
Streamwood, Village of	565 S. Bartlett Road	Streamwood	IL	60107	Cook	1	2500	79.31	80%	Morton	P-56957	132
Taylorville, City of	205 N. Cherokee St.	Taylorville	IL	62568	Christian	6	400	111.29	80%	Morton	P-56957	717
University of Illinois at Urbana-Champaign	1501 S. Oak Street	Champaign	IL	61820	Champaign	5	500	103.88	80%	Morton	P-56957	672
Urbana, City of	706 Glover Avenue	Urbana	IL	61802	Champaign	5	800	103.88	80%	Morton	P-56957	673
Waukegan, City of	1700 N. McAree Road	Waukegan	IL	60085	Lake	1	24	73.15	100%	Morton	P-56957	240
Western Illinois University	1 University Circle - 227 Sherman Hall	Macomb	IL	61455	McDonough	4	330	99.11	80%	Morton	P-56957	605
Whiteside County Hwy. Dept.	18819 Lincoln Road	Morrison	IL	61270	Whiteside	2	4745	106.05	80%	Morton	P-56957	451
Will County Division of Transportation	16841 W. Laraway Road	Joliet	IL	60433	Will	1	2200	74.15	80%	Morton	P-56957	322
Worth Township Hwy. Dept.	11555 S. Mayfield	Alsip	IL	60803	Cook	1	250	76.22	80%	Morton	P-56957	141
Wyoming Township	426 Clark Street	Paw Paw	IL	61353	Lee	2	50	87.02	80%	Morton	P-56957	384
Zion Benton Township High S. D. 126	2017 Horizon Court	Zion	IL	60099	Lake	1	127	72.67	100%	Morton	P-56957	242
Zion, City of - Public Works	3220 W. 27th Street	Zion	IL	60099	Lake	1	1800	72.67	80%	Morton	P-56957	243

CITY OF DES PLAINES

RESOLUTION R - 211 - 23

A RESOLUTION AUTHORIZING THE PROCUREMENT OF ROCK SALT FROM MORTON SALT, INC.

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

WHEREAS, the City has appropriated funds in the Motor Fuel Tax Fund for use by the Public Works and Engineering Department during the 2024 fiscal year for the procurement of AASHTO specification M143 bulk rock salt ("**Rock Salt**") for snow and ice control operations; and

WHEREAS, the City is a member of the Illinois Central Management Services joint purchasing program ("**CMS**"), which typically ensures local government participants the best available price, quality of product, and terms of delivery; and

WHEREAS, the City placed a joint purchasing requisition order from CMS for a base amount of 4,000 tons of Rock Salt, of which amount the City is obligated to purchase 80 percent (3,200 tons) and the Vendor is obligated to supply 120 percent (4,800 tons); and

WHEREAS, CMS sought bids for the award of CMS Contract 23-416CMS-BOSS4-P-56957 ("**CMS Contract**") for the procurement Rock Salt, and Morton Salt, Inc. ("**Vendor**") submitted the low bid price of \$76.47 per ton for the City; and

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

WHEREAS, the City Council has determined that it is in the best interest of the City to purchase Rock Salt from Vendor in the amount of \$76.47 per ton in accordance with the CMS Contract;

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

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

SECTION 2: APPROVAL OF PURCHASE. The City Council hereby approves the purchase by the City of Rock Salt from Vendor through the CMS Contract in the amount of \$76.47 per ton.

SECTION 3: AUTHORIZATION OF PURCHASE. The City Manager is hereby authorized and directed to execute such documents and make such payments, on behalf of the City, as are necessary to complete the purchase of Rock Salt from Vendor through the CMS Contract in the amount of \$76.47 per ton.

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 _____, 2023.

APPROVED this ___ day of _____, 2023.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving 2024 Rock Salt Purchase through CMS from Morton Salt



**PUBLIC WORKS AND
ENGINEERING DEPARTMENT**

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

MEMORANDUM

Date: November 8, 2023

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

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

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

Subject: Reject All Bids – Public Works Building Boiler Replacement and Main Garage Infrared Heat Installation

Issue: The 2023 budget includes funding for Public Works building boiler replacement and main garage infrared heating installation. Four bids were received and opened by the City Clerk’s office on Wednesday, October 25, 2023.

Analysis: The plans and specifications required bidders to provide turnkey replacement, and installation. The bids submitted are listed below:

Company	Contract Price
Oak Brook Mechanical, Inc.	\$317,000
Voris Mechanical, Inc.	\$439,300
Quality Control Systems, Inc.	\$450,160
Helm Mechanical	\$497,000

After reviewing the bids received, we determined that there were inconsistencies in the pricing submitted. We will revise the specifications and rebid this project in the future for work to begin in the spring of 2024.

Recommendation: We recommend the City Council reject the bids received on October 25, 2023 for the Public Works building boiler replacement and main garage infrared heating installation project and rebid this item at a later date.

Attachments:
Resolution R-212-23

CITY OF DES PLAINES

RESOLUTION R - 212 - 23

A RESOLUTION REJECTING ALL BIDS FOR THE PUBLIC WORKS BUILDING BOILER REPLACEMENT AND MAIN GARAGE INFRARED HEAT INSTALLATION.

WHEREAS, the 2023 budget includes funding for Public Works building boiler replacement and main garage infrared heating installation ("*Improvements*"); and

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

WHEREAS, the City received four bids, which were opened on October 25, 2023; and

WHEREAS, upon reviewing the bids and the costs associated with them, it was determined that there were inconsistencies in the pricing submitted; and

WHEREAS, the City desires to revise the specifications and re-advertise for bids for the Improvements at a later time; and

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

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

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

SECTION 2: REJECTION OF BIDS. Pursuant to Section 1-10-4.B of the City Code and the home rule powers of the City, the City Council rejects all bids for the Improvements and directs the City Manager, or his designee, to inform the bidders thereof.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ___ day of _____, 2023.

APPROVED this ___ day of _____, 2023.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Rejecting All Bids for PW Boiler Replacement



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: November 9, 2023

To: Michael G. Bartholomew, City Manager

From: Samantha Redman, Senior Planner ^{SR}
Ryan Johnson, Assistant Director of Community and Economic Development ^{RJ}

Cc: Tim Oakley, Director of Public Works and Engineering

Subject: Approve Dedication of Portion of Private Property at 2321 Eastview (5th Ward)

Issue: The property owner at 2321 Eastview Drive is requesting the City Council's approval and acceptance of an approximately 2,970-square-foot portion of the subject property to become public right of way.

Analysis: Located along the east side of Eastview Avenue, north of Touhy Avenue, the property encompasses 0.38 acres. The owner is constructing a new single-family detached home, but the property line currently extends to the centerline of Eastview. To allow for City jurisdiction over the public sidewalk, parkway, street, and utilities, the Department of Public Works and Engineering proposes the City acquire this portion of the property as public right-of-way.

City Council Action: The City Council has the authority to approve a Plat of Dedication and to accept the dedication portion of the subject property to become public right of way.

Resolution R-213-23

Exhibit A: Plat of Dedication

CITY OF DES PLAINES

RESOLUTION R - 213 - 23

A RESOLUTION APPROVING A PLAT OF DEDICATION FOR A PORTION OF PRIVATE PROPERTY AT 2321 EASTVIEW DRIVE.

WHEREAS, David Hollander (“*Owner*”) is the current owner of the unimproved parcel real property commonly known as 2321 Eastview Drive, Des Plaines, Illinois (“*Subject Property*”); and

WHEREAS, the eastern 33 feet of the Subject Property is improved with the Eastview Drive roadway and associated sidewalk and curb; and

WHEREAS, in order to provide the City with jurisdiction over the right-of-way, sidewalk, and curb, the Owner desires to dedicate and the City desires to accept the 2,970-square-foot portion of the Subject Property currently occupied with right-of-way to the City of Des Plaines for public right-of-way purposes (“*Proposed Dedication*”); and

WHEREAS, the Owner has submitted a plat of dedication for the Proposed Dedication (“*Plat of Dedication*”); and

WHEREAS, the City Council has determined that it is in the best interest of the City and the public to approve the Plat of Dedication;

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 PLAT OF DEDICATION. The City Council hereby approves the Plat of Dedication, prepared by United Survey Service, LLC, consisting of one sheet, and with a latest revision date of May 25, 2023, attached to and, by this reference, made a part of this Resolution as **Exhibit A**.

SECTION 3: EXECUTION; RECORDATION. The Mayor and City Clerk are hereby authorized and directed to execute and, if applicable, seal, on behalf of the City, the Plat of Dedication and cause the Plat of Dedication to be recorded with the office of the Cook County Clerk.

SECTION 4: EFFECTIVE DATE. This Ordinance shall be in full force and effect only upon its passage, approval, and publication in the manner provided by law; and

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2023.

APPROVED this ____ day of _____, 2023.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

RECORD EXCELLOT
DAVID HOLLANDER
LAND SURVEYOR
PARK RIDGE, ILLINOIS

PLAT OF DEDICATION

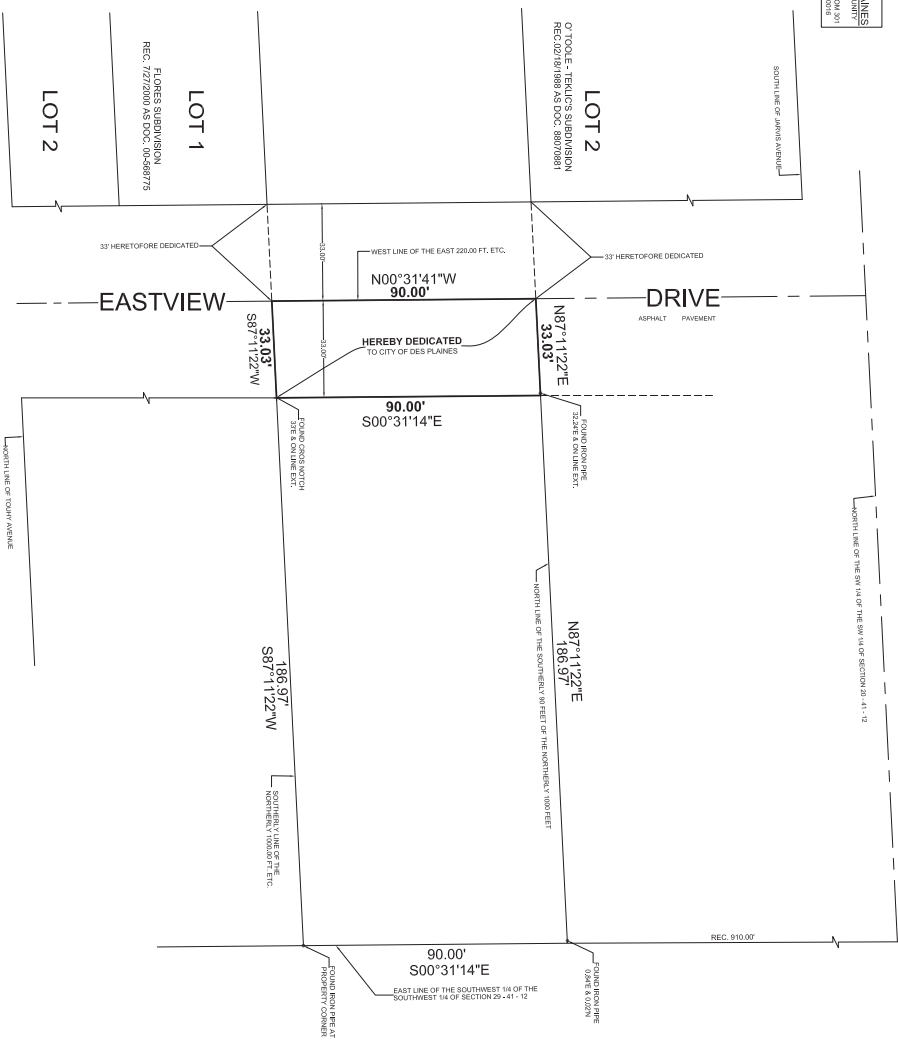
THE WEST 33 FEET OF THE SOUTHERLY 90 FEET OF THE NORTHERLY 1000 FEET OF THE
EASTERLY 220 FEET OF THE SOUTHWEST 1/4 OF SECTION 28,
TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS

AREA TO BE DEDICATED: 2.970 SOFT OR 0.089 ACRE

PERMANENT INDEX NUMBER: 09 - 28 - 302 - 084 - 0000



RETURN PLAT TO:
DAVID HOLLANDER
DEPARTMENT OF LAND SURVEY
140 N. LAUREL STREET, ROOM 303
DES PLAINES, ILLINOIS 60018



OWNER'S CERTIFICATE
STATE OF ILLINOIS) S.S.
COUNTY OF COOK)
I, _____, OWNER OF THE ABOVE DESCRIBED PROPERTY, DO HEREBY CERTIFY THAT THE LINE THE OWNERS OF THE PROPERTY DESCRIBED HEREON AND THAT I HAVE ORDERED THE SUBDIVISION TO BE SURVEYED AND SUBDIVIDED AS SHOWN HEREON.

BY: _____
OWNER'S SIGNATURE
STATE OF ILLINOIS) S.S.
COUNTY OF COOK)

MAJOR CERTIFICATE
STATE OF ILLINOIS) S.S.
COUNTY OF COOK)
APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS, THIS _____ DAY OF _____, A.D. 20____.

BY: _____ MAYOR
ATTEST: _____ CITY CLERK

DIRECTOR OF PUBLIC WORKS & ENGINEERING
I HEREBY CERTIFY THAT THE PLAT, MAP, PLAN, SPECIFICATIONS & ENGINEERING OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS, WAS PREPARED BY _____, A PROFESSIONAL LAND SURVEYOR, IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF DES PLAINES SUBDIVISION REGULATIONS AND THE ILLINOIS LAND SURVEYING ACT.

BY: _____
DIRECTOR OF FINANCE
STATE OF ILLINOIS) S.S.
COUNTY OF COOK)

LAND SURVEYOR'S CERTIFICATION
STATE OF ILLINOIS) S.S.
COUNTY OF COOK)

I, ROY G. LAMREZAK, A REGISTERED PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 18404876, DO HEREBY CERTIFY THAT THE PLAT, MAP, PLAN, SPECIFICATIONS AND SUBDIVISION OF THE FOLLOWING DESCRIBED PROPERTY: _____, WAS SURVEYED AND SUBDIVIDED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF DES PLAINES SUBDIVISION REGULATIONS AND THE ILLINOIS LAND SURVEYING ACT.

I ALSO CERTIFY THAT THIS PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY, AND THAT THE DIMENSIONS AND BEARINGS SHOWN THEREON ARE CORRECT AND THAT WE HAVE COMPLIED WITH ALL OF THE REQUIREMENTS OF THE CITY OF DES PLAINES SUBDIVISION REGULATIONS AND THE ILLINOIS LAND SURVEYING ACT. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR AROUND-AT-SINKER. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECTED TO A TEMPERATURE OF 68 DEGREES FAHRENHEIT. FURTHERMORE I DESIGNATE THE CITY OF DES PLAINES, OR ITS AGENTS, TO ACT AS MY AGENT FOR THE PURPOSES OF RECORDING THIS DOCUMENT. GIVEN UNDER MY HAND AND SEAL, THIS 5th DAY OF MAY, 2023 AT FIVER FOREST, ILLINOIS.

BY: *Roy G. Lamrezak*
ROY G. LAMREZAK, REGISTERED ILLINOIS LAND SURVEYOR NO. 18404876
PROFESSIONAL DESIGN FIRM LICENSE NO.: 18404876
LICENSE EXPIRES: APRIL 30, 2025

ASSOCIATIONS (6) RECORD DATA		PLAT PREPARED BY: UNITED SURVEY SERVICE, LLC 7710 CEDAR BLVD. SUITE 100 DES PLAINES, ILLINOIS 60018 TEL: (847) 299-1010 FAX: (847) 299-9887 E-MAIL: USURVEY@USANDCS.COM	
PROJECT NO.: 2023-16581	PLAT PREPARED FOR: DAVID HOLLANDER 16 N. KNIGHT AVE PARK RIDGE IL 60068	NO. REVISIONS	DATE
ISSUE DATE: 09/04/2023		1	RECEIVED 5/25/23
SCALE: 1"=20'		2	
SHEET NO. 1 OF 1		3	
		4	
		5	
		6	
		7	
		8	





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

MEMORANDUM

Date: October 17, 2023
 To: Michael Bartholomew, City Manager
 From: Dorothy Wisniewski, Assistant City Manager/Director of Finance
 Subject: 2023 Tax Levy Abatement Ordinances

Issue: For the City Council to adopt the 2023 Tax Levy Abatement Ordinances for the below listed General Obligation Bonds.

Analysis: Each year the City adopts several tax abatement ordinances to reduce the amount of property taxes levied for various bond issues. During the initial issuance of these General Obligation (G.O.) Bonds the plan was that alternative revenue would be established, or designated, and used to pay the annual debt service.

Table 1 below summarizes the bond issues, City ordinances, original levy amounts, abatement amounts and the tax levy to be extended.

<i>Table 1</i>				
G.O. Bond Series	City Ordinance	Levy Amount	Abatement Amount	Levy to be Extended
2018	M-04-18	2,110,200.00	2,110,200.00	-
Total		2,110,200.00	2,110,200.00	-

The following provides a brief description of the abatement ordinances, the purpose of each bond issue and the funding available for the payment of the outstanding principal and interest for the tax year 2023.

Abatement of the Taxable General Obligation Refunding Bonds, Series 2018: These bonds were issued to refund the G.O. Bonds, Series 2010A and 2010B which were originally issued for land acquisition and infrastructure improvements within TIF #3. TIF #3 will be used to abate the annual levy for the principal and interest for the tax year 2023.

Recommendation: I recommend that the City Council approve the property tax abatements which will result in a reduction to the 2023 Property Tax Levy.

Attachments:

1. Ordinance M-17-23/Abatement – 2018 Taxable General Obligation Refunding Bonds

CITY OF DES PLAINES

ORDINANCE M - 17 - 23

AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2022 TAX LEVY FOR THE 2018 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2018.

WHEREAS, on March 5, 2018, the City Council adopted Ordinance M-04-18, titled "Ordinance Authorizing the Issuance of General Obligation Refunding Bonds, Series 2018, of the City of Des Plaines, Illinois," which provided for the issuance of \$12,410,000.00 Series 2018 General Obligation Refunding Bonds; and

WHEREAS, Ordinance M-04-18 provided for the levy of taxes for the tax year 2023 sufficient to produce the amount of \$2,110,200.00 for the payment of principal and interest on said bonds; and

WHEREAS, sufficient TIF Funds are available to abate the annual levy for the principal and interest on the Series 2018 General Obligation Refunding Bonds for the tax year 2023;

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

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

SECTION 2: ABATEMENT OF TAX LEVY. The City Council authorizes and directs the County Clerk of Cook County, Illinois, to abate the following amount of taxes to be levied for the Series 2018 General Obligation Refunding Bonds:

Ordinance	Tax Year	Levy	Abatement	Levy to be Extended
M-04-18	2023	\$2,110,200.00	\$2,110,200.00	\$0.00

SECTION 3: FILING OF CERTIFIED COPY. The City Council hereby directs the City Clerk of the City of Des Plaines to file with the County Clerk of Cook County, Illinois, a certified copy of this ordinance.

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

PASSED this _____ day of _____, 2023.

APPROVED this _____ day of _____, 2023.

VOTE: Ayes _____ Nays _____ Absent _____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
____ day of _____, 2023.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel



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

MEMORANDUM

Date: October 17, 2023
 To: Michael G. Bartholomew, City Manager
 From: Dorothy Wisniewski, Assistant City Manager/Director of Finance
 Subject: Special Service Areas 2023 Tax Levy Ordinances

Issue: For the City Council to consider the 2023 Tax Levy Ordinances related to Special Service Area #15.

Analysis: Each year the City adopts several property tax levy ordinances to collect the special assessment attributable to the respective properties within the aforementioned Special Service Areas (SSA’s) for completed projects that were not funded by general taxation. *Table 1* below summarizes the SSA’s, the locations, the improvement projects, the ordinances establishing the SSA and the 2023 tax levy amounts to be collected in 2024:

Table 1

SSA #	Location	Improvement Project	SSA Ordinance	Levy Amount
15	345 & 353 Ardmore Road	Rear Yard Drainage	M-03-14	1,643
			Total	1,643

The SSA financing allows the City to provide a service, improvement or facility in a specific area of the community. This technique usually involves levying an additional property tax only in the particular area that receives the special service or improvement. SSA financing enables the municipality to provide any public service to a portion of its jurisdiction without burdening the entire community with a debt or operating tax. It is the only financing method which permits a tax rate in one part of a municipal jurisdiction that will not apply in the rest of the municipality.

Recommendation: I recommend that the City Council approve the 2023 Tax Levy Ordinances for Special Service Area #15 in the total amount of \$1,643.

Attachments:

1. Ordinance M-18-23 - 2023 Tax Levy, Special Service Area #15 (Rear Yard Drainage, 345 and 353 Ardmore Road) in the amount of \$1,643

CITY OF DES PLAINES

ORDINANCE M - 18 - 23

AN ORDINANCE LEVYING TAXES FOR SPECIAL SERVICE AREA NO. 15 OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS.

WHEREAS, on February 18, 2014, the Corporate Authorities of the City of Des Plaines adopted Ordinance M-3-14, creating Special Service Area No. 15 (“**SSA No. 15**”), being recorded with the County Recorder of Deeds as Document #1408519053; and

WHEREAS, Ordinance M-03-14 provides that there will be an annual tax levy not to exceed \$1,745.64 for the tax years 2014 to 2023, for the payment of the special services of rear yard drainage improvements, at an estimated cost of \$12,686, with estimated interest repayment cost of \$3,744, for a total amount to be collected for tax years 2014 through 2023 of \$16,430, which equals ten annual tax levies of \$1,643 for tax years 2014 through 2023;

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 here by reference.

SECTION 2: TAX LEVY. Pursuant to City of Des Plaines Ordinance M-03-14, the City of Des Plaines hereby levies \$1,643 in taxes for SSA No. 15 purposes against all taxable property in SSA No. 15 of the City of Des Plaines for tax year 2023.

SECTION 3: FILING WITH COUNTY CLERK. The City Council hereby directs the City Clerk of the City of Des Plaines to file with the County Clerk of Cook County, Illinois, a certified copy of this Ordinance.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2023.

APPROVED this ____ day of _____, 2023.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
____ day of _____, 2023.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: October 26, 2023
 To: Michael G. Bartholomew, City Manager
 From: Jonathan Stytz, AICP, Senior Planner JS
 Cc: Ryan Johnson, Assistant Director of Community and Economic Development
 Subject: **Proposed Auto Service Repair Use:** Approval of a Conditional Use for an Auto Service Repair use in the C-3 District at 607 E. Oakton Street, Case #23-055-CU (5th Ward)

Issue: The petitioner is requesting a Conditional Use under Section 12-7-3 of the Zoning Ordinance to allow for an auto service repair use in the C-3 zoning district at 607 E. Oakton Street.

Petitioner: Mykola Tsakhniv, 601 Huntington Commons, Mount Prospect, IL 60056
Owner: 607 Oakton, LLC, 2241 W. Howard Street, Chicago, IL 60645
Case Number: 23-055-CU
PIN: 09-30-202-008-0000
Ward: #5, Alderman Carla Brookman
Existing Zoning: C-3, General Commercial District
Existing Land Use: Vacant Building (former Auto Service Repair use)
Surrounding Zoning: North: R-3, Townhouse Residential District
 South: R-1, Single Family Residential District
 East: C-3, General Commercial District
 West: M-2, General Manufacturing District
Surrounding Land Use: North: Townhouses (residential)
 South: High School (institutional)
 East: Animal Hospital (commercial)
 West: Warehouse (industrial)
Street Classification: Oakton Street and Wolf Road are Minor Arterial roads, both under Illinois Department of Transportation (IDOT) jurisdiction.

Comprehensive Plan : Commercial is the recommended use of the property.

Zoning/Property History: Based on City records, the subject property was annexed into the City in 1955. It was utilized as an auto repair use, Elmer's Service, until 2014 when it was vacated. The subject property has been vacant since 2014. Auto service repair was not a conditional use in past zoning ordinances, so no zoning entitlements were necessary for the prior repair shop and thus no conditional use permits are on record for this address.

Project Description: *Overview*
Petitioner Mykola Tsakhniv has requested a Conditional Use Permit to operate an auto service repair facility, BOGO Shop, at 607 E. Oakton Street. The subject property contains a stand-alone building with a surface parking area as shown in the attached ALTA/NSPS Land Title Survey. The subject property is located on the southeast corner of Oakton Street and Wolf Road and is accessed by four existing curb cuts, two each from Oakton Street and Wolf Road. The subject property is located within the C-3, General Commercial district and auto service repair requires a conditional use permit in the C-3 zoning district.

Floor Plan and Elevations

The existing one-story, 2,437-square foot building is made up of three service bays, 120-square feet of office space, restroom, utility rooms, and storage spaces. While the petitioner is not proposing a change to the size or location of the building, the proposal includes adjustments to the existing floor plan, which are summarized below and illustrated on the attached Floor Plans:

- Repurpose the existing front office space into a customer lobby area;
- Repurpose the existing front storage area into an office;
- Expand the existing restroom space; and
- Repurpose the existing rear utility room as a parts assembly area.

The existing structure is comprised of a mixture of board and batten siding and concrete masonry units. The petitioner does not propose to replace the existing materials but rather repaint all exterior building materials as illustrated in the attached Elevations and the attached Renderings.

Off-Street Parking and Access

Pursuant to Section 12-9-7 of the Des Plaines Zoning Ordinance, auto service repair facilities are required to provide two parking spaces per service bay and one space for every 200 square feet of accessory retail. Thus, a total of seven off-street parking spaces are required including one handicap accessible parking space. The attached Site Plan proposes 15 total parking spaces on the property, including a handicap accessible space. There are currently four access points on the subject property, two are in close proximity to the Oakton/Wolf intersection. Public Works and Engineering (PWE) staff have recommended that these two curb cuts be removed and replaced with turf and curb to minimize vehicle/pedestrian interactions and traffic cutting through the subject property. However, the proposal does not include the removal of any curb cuts. Instead, it includes the closing off of the westernmost curb cut off Oakton Street and northernmost curb cut off Wolf Road with the addition of two planter boxes in front of each entrance. A proposed condition of approval is that the landscape boxes need to be located within the property line.

The existing pavement in the parking area is in disrepair. As such, the petitioner intends to either replace, repair, or sealcoat portions of the parking area and restripe parking spaces as illustrated on the attached Site Plan.

Landscaping and Screening

The existing property is void of any landscaping. However, the petitioner's proposal includes (i) the installation of a landscaped area with curb at the northwest corner of the property and (ii) the addition of four planter boxes—two located in front of the westernmost curb cut off Oakton Street and two located in front of the northernmost curb cut off Wolf Road—as illustrated in the attached landscape plan. A proposed condition of approval is that the landscaper boxes need to be located within the property line.

The Comprehensive Plan seeks to encourage and actively pursue beautification opportunities and efforts, including the installation of landscaping, street furniture, lighting, and other amenities, to establish a more attractive environment and achieve stronger corridor identity in Des Plaines. Due to the small lot and prominent location, conditions are being recommended by staff to enhance the property and minimize any visual impacts. While the proposal includes the addition of some landscaping, staff has added a condition requiring a minimum five-foot-landscape bed around the perimeter of the north row of six parking spaces and along the entire west property line maintaining the access through the southernmost curb cut off Wolf Road to provide a more pronounced buffer between the streets, building, and parking areas.

A dumpster will be located behind the building within a fenced in area. Staff has added a condition that the dumpster is located within an enclosure in compliance with Section 12-10-11 of the Des Plaines Zoning Ordinance. The enclosure is noted on the Floor Plan.

Business Operations

BOGO Shop will be open 7:00 a.m. to 6:00 p.m. Monday through Friday, 9 a.m. to 1 p.m. on Saturdays and closed on Sundays. Their services will include: (i) engine diagnostics and repairs; (ii) brake system inspections and repairs; (iii) suspension and steering repairs; (iv) transmissions maintenance and repairs; (v) AC and heating system servicing; (vi) electrical system diagnostics and repairs; and (vii) routine maintenance (e.g., oil changes, tire rotations, etc.). A maximum of four employees will be present on site at a given time. Please see the attached Project Narrative for more details. Proposed conditions of approval related to business operations include providing a dedicated area for used tires and a tire disposal contract provided with the business registration, if applicable to business operations. Another condition of approval limits use of the existing waste oil tank until proper approvals are received from local, state, or federal entities.

PZB Recommendation and Conditions: The Planning and Zoning Board (PZB) opened a public hearing on September 26, 2023 and, pursuant to the petitioner's request, continued the item to their October 10, 2023 meeting to consider a conditional use for a new auto service repair use at 607 E. Oakton Street. The Board's rationale for recommendations is captured in the excerpt to the draft minutes of the October 10, 2023 meeting.

The PZB voted 5-0 to *recommend* that the City Council approve the new conditional use for the auto service repair use with staff recommended conditions Nos. 1-2, 4-7, and 9-10 as written and with the following revisions to staff recommended conditions Nos. 3, 8, and 11:

- Condition No. 3: All planter boxes shall be at least 12 inches high and 12 inches wide and shall be filled and maintained with live plantings. Planter boxes and any other landscaping improvements must be located within the property line, and the planters shall be of precast concrete or masonry construction.
- Condition No. 8: That the Site/Landscaping Plan drawing shall be updated so as to provide the dumpster enclosure location and details, and show the addition of the perimeter landscape areas between the parking area and the public sidewalk, unless and until IDOT allows placement of the planters on the aprons. The revised Site/Landscape Plan drawings shall be resubmitted to staff within 60 days of City Council approval.
- Condition No. 11: The existing waste oil tank on site shall not be used until it receives **applicable** local, state, or federal approvals.

Pursuant to Section 12-3-4.D.4 of the Zoning Ordinance, the City Council has final authority to approve, approve with modifications, or deny the request, which are part of Ordinance Z-21-23. Should the City Council vote to approve the Conditional Use request, staff and the PZB recommend the following conditions:

Conditions of Approval:

1. The parking area must be repaved with a dust-free hard surface and the parking spaces must be painted on the Subject Property as shown on the Site Plan. A revised parking striping plan may be approved by the Community and Economic Development Department if the revised plans meet the requirements of Section 12-9-6 of the Zoning Ordinance and Site Plan Review standards pursuant to Section 12-3-2.B of the Zoning Ordinance.
2. A minimum five-foot wide perimeter landscape area must be installed along the perimeter of the north parking area and the west property line as shown on the Site Plan in compliance with Section 12-10-8.B of the Zoning Ordinance.
3. All planter boxes must be at least 12 inches high and 12 inches wide, made of precast concrete or masonry construction, and filled and maintained with live plantings. The planter boxes shall be installed completely on the Subject Property, unless and until IDOT allows placement of the planters on the aprons.
4. The dumpster located on the Subject Property must be screened on all sides by a solid wood or masonry fence with a height of not less than six feet but not more than eight feet in compliance with Section 12-10-11 of the Zoning Ordinance.
5. Damaged or inoperable vehicles may not be parked or stored outside the Subject Property for more than fourteen consecutive days. No vehicles may be stored within the drive aisles at any time.
6. Only three service bays are allowed to be used on the Subject Property while this Conditional Use is valid.
7. No auto body related activities are permitted on the Subject Property unless this Ordinance and the Conditional Use Permit is amended by the City Council. The sale and display of motor vehicles is not permitted on the Subject Property at any time.

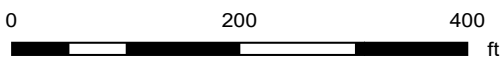
8. The Site Plan and Landscape Plan shall be updated to show the location and details of the following to be installed completely on the Subject Property: (i) required dumpster enclosure, (ii) fence, and (iii) landscaping installations including the planter boxes and required perimeter landscape areas between the parking area and the public sidewalk. The Site Plan and Landscape Plan must be submitted to City staff within 60 days of the adoption of this Ordinance.
9. An eight-foot tall solid wood, vinyl, or masonry fence must be installed along the south lot line in compliance with Section 12-10-9.C of the Zoning Ordinance.
10. Used tires may only be stored inside the building, a dumpster, a fully fenced enclosure, or a permitted accessory structure. A contract with a tire disposal company or an affidavit must be signed attesting that no used tires will be stored on site must be provided to Community and Economic Development staff prior to issuance of a business registration.
11. The existing waste oil tank on the Subject Property may not be used until it receives applicable local, state, or federal approvals.

Attachments:

- Attachment 1: Location and Zoning Map
- Attachment 2: Site and Context Photos
- Attachment 3: Photos of Existing Conditions
- Attachment 4: ALTA/NSPS Land Title Survey
- Attachment 5: Petitioner's Responses to Standards for a Conditional Use
- Attachment 6: PZB Chairman Szabo Memo to Mayor and City Council
- Attachment 7: Excerpt of Approved Minutes from the October 10, 2023 PZB Meeting

Ordinance Z-21-23

- Exhibit A: Project Narrative
- Exhibit B: Site Plan
- Exhibit C: Elevation
- Exhibit D: Floor Plans
- Exhibit E: Renderings
- Exhibit F: Landscape Plan
- Exhibit G: Photometric Plan
- Exhibit H: Unconditional Agreement and Consent



Print Date: 9/19/2023

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.



607 E. Oakton St – Facing South at Front Parking Area



607 E. Oakton St – Facing East at Rear of Building



607 E. Oakton St – Public Notice & Front Building Entrance



607 E. Oakton St – Facing South at Side Parking Area



607 E Oakton St.
Des Plaines, IL

Attachment 3

Photos of Existing Conditions

Kioxin

The Cure for Common Architecture

10/02/2023

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Page 8 of 47

STANDARDS FOR CONDITIONAL USES

1. Pursuant to the Des Plaines Zoning Ordinance the auto service repair use is allowed in the C-3 General Commercial District Zoning Classification as a conditional use at the location of 607 S Oakton St., Des Plaines IL.
2. The proposed conditional use would be in accordance with the objectives of the city's comprehensive plan because the site was the former Elmer Service Station which was established in 1969. The Condition Use zoning would be consistent and the use dovetails with the existing zoning C-3 as a conditional use and the use is helpful to the community. The site is currently vacate and the city would invite a local business to occupy the vacant site, eliminate the eye-sore and generate revenue for the city.
3. The proposed conditional use would be designed, constructed and operated as to be harmonious with the community in that an existing auto repair shop had been there for many years. The auto repair shop would blend in with the surrounding area and would be a benefit to the community and the existing building will remain on the site with upgrading. The operation of an auto repair shop is the highest and best use of the property.
4. The proposed conditional use would not be hazardous or disturbing the existing neighboring uses in that the area is surrounded by commercial use across the street and is adjacent to the back baseball field of Maine West High school therefore would be no impact on the existing neighborhood uses.
5. The proposed conditional use will be served adequately by the essential public facilities because it is located on the southeast corner of Oakton St and Wolf St which is easily accessible by the police and fire departments, refuse companies and water and sewer.
6. The proposed conditional use does not create excessive and or additional requirements at a public expense because the business does not require public funds. The service provided would be for the general public and would not deter the economic welfare of the community but enhance it. The property is suitable for an Auto Repair Shop because the former owner ran an Auto Repair Shop, (Elmer's Service Station) and the change is helpful to the community because it brings back access to auto repair services in the area.
7. The proposed conditional use does not involve a use or an activity, equipment and conditions of operation that would be detrimental to the community. Conditional use would be for repair of small vehicles during the hours of operation 8:00 AM to 5:00 PM on Monday through Friday and Saturdays from 9:00 AM to 2:00 PM. The auto shop will be closed on Sundays. There will be no bodywork or sale of vehicles on the property. No additional equipment will be required to operate the business and very minimum traffic noise in connection with the operation of the business.
8. The proposed conditional use does provide vehicle access to the property and does not create interference with traffic on the surrounding thoroughfares. The applicant is

working with the city for curb cuts on the property that will close off additional access to the property to avoid vehicular interference and congestion.

9. The proposed conditional use does not result in the destruction, loss or damage of a natural, scenic or historical feature of major and importance. The applicant is going to maintain the existing building on the property with substantial improvements to the building and add landscaping to the property to give an aesthetic appearance. The property has not been designated as a historical site.
10. The conditional use will comply with all the additional regulations that the city specifically request is for the approval of the conditional use this will include but not limited to engineering requirements, landscaping plan, photometric light plan, and site plan etc.



October 11, 2023

Mayor Goczkowski and Des Plaines City Council
CITY OF DES PLAINES

Subject: Planning and Zoning Board, 607 E. Oakton Street, 23-055-CU, 5th Ward

RE: Consideration of a Conditional Use for an Auto Service Repair Use in the C-3 District

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) held a public hearing on October 10, 2023 to consider a conditional use for a new auto service repair use at 607 E. Oakton Street.

1. Louis Capozzoli, the petitioner's attorney, introduced the request by briefly describing the subject property and its prior use as an auto service repair use. He noted that the proposal includes minor interior and exterior renovations to the building but does not adjust the building's overall footprint. He explained that the proposed business will be called BOGO Shop, which will specialize in auto service repair activities, but no body work. He added that the proposed Site Plan provides ample parking to meet the minimum requirements in the Zoning Ordinance.

Kevin Kazimer, the petitioner's architect, began by discussing the Plat of Survey for the subject property—which was recently completed earlier this year—and raise concerns related to the staff recommended comment that the two existing curb cuts closest to the Oakton/Wolf intersection—one off Wolf and one off Oakton—could be removed as a condition of approval. He explained that the Illinois Department of Transportation (IDOT) recently completed roadwork along Oakton Street to resurface and reconstruct existing curbing. He claimed that IDOT's replacement of the curbing in this area indicates their lack of concern for the four curb cuts and cut-through traffic. He further identified other corner properties in Des Plaines that have multiple curb cuts as rationale for the retention of the four existing curb cuts on the subject property. Mr. Kazimer explained the proposed improvements on the Site Plan noting the parking arrangement, paving plans, and proposed landscaping areas. He noted that two planter boxes are proposed within the IDOT right-of-way in front of the two curb cuts closest to the Oakton/Wolf intersection to address vehicular cut-through and pedestrian concerns. He provided renderings of the subject property showing the proposed planter boxes and the proposed landscape bed at the northwest corner of the property. Mr. Kazimer identified concerns with the staff recommended condition related to landscape buffering along the south property line noting the existing fence on the Maines West High School property and the impediment it causes for them to install a fence on the subject property. He also noted their confusion with staff comments related to the prohibition of privacy slats in fencing. Mr. Kazimer discussed the Photometric Plan explaining how they addressed staff comments related to foot-candle measurements on abutting properties to meet all code requirements.

2. PZB members asked if the petitioner has talked to Maines West high School regarding the fence; if a canvas material can be utilized with a fence; if there is a staff recommended condition related to the southern portion of the property labeled "unused area" on the Site Plan; and why the petitioner proposed removable planters instead of landscape planting beds.

Mr. Kazimer responded that they have not spoken with the school regarding the existing fence on the school property but could potentially utilize canvas with the fence and that the petitioner was confused on what requirements were necessary for the curb cuts. Mr. Stytz confirmed that back to back fencing is prohibited when located on the same property, but the subject property could install its own fence. He also noted that privacy slats are not allowed in the Zoning Ordinance. Mr. Stytz confirmed that there is no staff condition related to the southern portion of the property labeled as “unused area” on the Site Plan, but that the Zoning Ordinance requires it to be paved or improved with turf and/or landscape area.

3. CED staff summarized the staff report with slides providing an overview of the requests and providing clarification on various statements made regarding fencing, curb cuts, landscaping, and parking. Mr. Stytz reiterated that the subject property abuts a residential district and is required to meet the landscape buffer requirements in Section 12-10-9, which includes the installation of an eight-foot-tall opaque fence along the southern property line. Mr. Stytz noted the concerns and recommendations by the Public Works and Engineering (PWE) department in regard to the closing of the two curb cuts closest to the Oakton/Wolf intersection to address safety concerns while also improving the property from a functional and aesthetic standpoint. Mr. Stytz noted that the intended use of the “unused area” denoted on the Site Plan will need to be confirmed and identified on the plan. Mr. Stytz reiterated that the Oakton and Wolf rights-of-way are under IDOT jurisdiction and the City does not have control on work done in these areas, especially in regard to the curb cuts, and that IDOT likely replaced the curbing as is because it is existing, not because they necessarily did not have issues with the curb cut quantity and location. He added that the City would be interested in receiving a letter from IDOT to determine if the curb cuts can remain or need to be removed. Staff mentioned that any improvements in the IDOT-controlled right-of-way—including the location of planter boxes—will require an approved IDOT permit.
4. No one from the public spoke on this request.
5. The PZB voted 5-0 to *recommend* that the City Council approve the new conditional use for the auto service repair use with staff recommended conditions Nos. 1-2, 4-7, and 9-10 as written and with the following revisions to staff recommended conditions Nos. 3, 8, and 11:
 - Condition No. 3: All planter boxes shall be at least 12 inches high and 12 inches wide and shall be filled and maintained with live plantings. Planter boxes and any other landscaping improvements must be located within the property line, and the planters shall be of precast concrete or masonry construction.
 - Condition No. 8: That The Site/Landscaping Plan drawing shall be updated so as to provide the dumpster enclosure location and details, and show the addition of the perimeter landscape areas between the parking area and the public sidewalk, unless and until IDOT allows placement of the planters on the aprons. The revised Site/Landscape Plan drawings shall be resubmitted to staff within 60 days of City Council approval.
 - Condition No. 11: The existing waste oil tank on site shall not be used until it receives **applicable** local, state, or federal approvals.

Respectfully submitted,



James Szabo,
Des Plaines Planning and Zoning Board, Chairman
Cc: City Officials/Aldermen

1. **Address: 607 E. Oakton Street****Case Number: 23-055-CU**

The petitioner has requested a Conditional Use for an auto service repair use in the C-3 General Commercial district at 607 E. Oakton Street, and any other variations, waivers, and zoning relief as may be necessary.

Petitioner: Mykola Tsakhniv, 601 Huntington Commons, Mt Prospect, IL 60056

Owner: 607 Oakton, LLC, 2241 W. Howard Street, Chicago, IL 60645

PIN: 09-30-202-008-0000

Ward: #5, Alderman Carla Brookman

Existing Zoning: C-3, General Commercial District

Existing Land Use: Vacant Building (former Auto Service Repair use)

Surrounding Zoning: North: R-3, Townhouse Residential District
South: R-1, Single Family Residential District
East: C-3, General Commercial District
West: M-2, General Manufacturing District

Surrounding Land Use: North: Townhouses (residential)
South: High School (institutional)
East: Animal Hospital (commercial)
West: Warehouse (industrial)

Street Classification: Oakton Street and Wolf Road are Minor Arterial roads, both under Illinois Department of Transportation (IDOT) jurisdiction.

Comprehensive Plan: Commercial is the recommended use of the property.

Zoning/Property History: Based on City records, the subject property was annexed into the City in 1955. It was utilized as an auto repair use, Elmer's Service, until 2014 when it was vacated. The subject property has been vacant since 2014. Auto service repair was not a conditional use in past zoning ordinances, so no zoning entitlements were necessary for the prior repair shop and thus no conditional use permits are on record for this address.

Project Description:*Overview*

Petitioner Mykola Tsakhniv has requested a Conditional Use Permit to operate an auto service repair facility, BOGO Shop, at 607 E. Oakton Street. The subject property contains a stand-alone building with a surface parking area as shown in the attached ALTA/NSPS Land Title Survey. The subject property is located on the southeast corner of Oakton Street and Wolf Road and is accessed by four existing curb cuts, two from Oakton Street and Wolf Road. The subject property is located within the C-3, General Commercial district and auto service repair requires a conditional use permit in the C-3 zoning district.

Floor Plan and Elevations

The existing one-story, 2,437-square foot building is made up of three service bays, 120-square feet of office space, restroom, utility rooms, and storage spaces. While the petitioner is not proposing a change to the size or location of the building, the proposal includes adjustments to the existing floor plan, which are summarized below and illustrated on the attached Floor Plans:

- Repurpose the existing front office space into a customer lobby area;
- Repurpose the existing front storage area into an office;
- Expand the existing restroom space; and
- Repurpose the existing rear utility room as a parts assembly area.

The existing structure is comprised of a mixture of board and batten siding and concrete masonry units. The petitioner does not propose to replace the existing materials but rather repaint all exterior building materials as illustrated in the attached Elevations and the attached Renderings.

Off-Street Parking and Access

Pursuant to Section 12-9-7 of the Des Plaines Zoning Ordinance, auto service repair facilities are required to provide two parking spaces per service bay and one space for every 200 square feet of accessory retail. Thus, a total of seven off-street parking spaces are required including one handicap accessible parking space. The attached Site Plan proposes 15 total parking spaces on the property, including a handicap accessible space. There are currently four access points on the subject property, two are in close proximity to the Oakton/Wolf intersection. Public Works and Engineering (PWE) staff have recommended that these two curb cuts be removed and replaced with turf and curb to minimize vehicle/pedestrian interactions and traffic cutting through the subject property. However, the proposal does not include the removal of any curb cuts. Instead, it includes the closing off the westernmost curb cut off Oakton Street and northernmost curb cut off Wolf Road with the addition of two planter boxes in front of each entrance. A proposed condition of approval is that the landscaper boxes need to be located within the property line. No other changes to the existing curb cuts are proposed. The existing pavement in the parking area is in disrepair. As such, the petitioner intends to either replace, retain, or sealcoat portions of the parking area based on its condition and restripe parking spaces as illustrated on the attached Site Plan.

Landscaping and Screening

The existing property is void of any landscaping. However, the petitioner's proposal includes (i) the installation of a landscaped area with curb at the northwest corner of the property and (ii) the addition of four planter boxes—two located in front of the westernmost curb cut off Oakton Street and two located in front of the northernmost curb cut off Wolf Road—as illustrated in the attached landscape plan. A proposed condition of approval is that the landscaper boxes need to be located within the property line.

The Comprehensive Plan seeks to encourage and actively pursue beautification opportunities and efforts, including the installation of landscaping, street furniture, lighting, and other amenities, to establish a more attractive environment and achieve stronger corridor identity in Des Plaines. Due to the small lot and prominent location, conditions are being recommended by staff to enhance the property and minimize any visual impacts. While the proposal includes the addition of some landscaping, staff has added a condition requiring a minimum five-foot-landscape bed around the perimeter of the north row of six parking spaces and along the entire west property line maintaining the access through the southernmost curb cut off Wolf Road to provide a more pronounced buffer between the streets, building, and parking areas.

A dumpster will be located behind the building within a fenced in area. Staff has added a condition that the dumpster is located within an enclosure in compliance with Section 12-10-11 of the Des Plaines Zoning Ordinance. The enclosure is noted on the Floor Plan.

Business Operations

BOGO Shop will be open 7:00 a.m. to 6:00 p.m. Monday through Friday, 9 a.m. to 1 p.m. on Saturdays and closed on Sundays. Their services will include: (i) engine diagnostics and repairs; (ii) brake system inspections and repairs; (iii) suspension and steering repairs; (iv) transmissions maintenance and repairs; (v) AC and heating system servicing; (vi) electrical system diagnostics and repairs; and (vii) routine maintenance (e.g., oil changes, tire rotations, etc.). A maximum of four employees will be present on site at a given time. Please see the attached Project Narrative for more details. Proposed conditions of approval related to business operations include providing a dedicated area for used tires and a tire disposal contract provided with the business registration, if applicable to business operations. Another condition of approval limits use of the existing waste oil tank until proper approvals are received from local, state, or federal entities.

Conditional Use Findings: Conditional Use requests are subject to the standards set forth in Section 12-3-4(E) of the Zoning Ordinance. Rationale for how the proposed amendments would satisfy the standards is provided below and in the attached petitioner responses to standards. The Board may use the provided responses as written as its rationale, modify, or adopt its own.

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

Comment: The proposed services at the BOGO shop are classified under the auto service repair use, which is a Conditional Use as specified in Section 12-7-3.K of the Zoning Ordinance for properties in the C-3 General Commercial District.

PZB Additions or Modifications (if necessary): _____

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

Comment: The Comprehensive Plan designates this property as Commercial and strives to foster growth and redevelopment of existing commercial corridors to attract new businesses to Des Plaines. This property is positioned on the Oakton Street corridor and is surrounded by a mixture of commercial, residential, and industrial development. The addition of the auto service repair use at the subject property falls within the Commercial use category.

PZB Additions or Modifications (if necessary): _____

3. 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 property and existing building has been designed for an automotive repair use and was previously occupied by an automotive service repair shop. However, the subject property has been vacant since 2014 and has fallen into disrepair. The proposed auto repair facility will repurpose and improve this property so it is consistent with surrounding commercial development. The petitioner proposes to revitalize the vacant building for an auto service repair use so that it blends well with the surrounding commercial uses and structures. The petitioner proposes to repaint the exterior of the building and slightly alter the floor plan, but does not propose to change the size, location, or height of the structure at this time.

PZB Additions or Modifications (if necessary): _____

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

Comment: The previous automotive repair use located within this building was not hazardous or disturbing to existing neighboring uses. The footprint and height of the existing building will remain the same. However, the exterior of the building will be repainted to improve its appearance and the installation of landscaping on the site is proposed to improve the overall appearance of the property to neighboring uses. The auto service repair use is consistent with and complementary to other commercial uses in the area.

PZB Additions or Modifications (if necessary): _____

- 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, agencies responsible for establishing the Conditional Use shall provide adequately any such services:**

Comment: The previous auto service repair use on this site was adequately served by essential public facilities and services. The proposal does include closing off the two curb cuts closest to the Oakton/Wolf intersection to address concerns related to vehicular/pedestrian interactions and cut-throughs. However, the two remaining curb cuts are sufficient to provide access to the site. Staff does not have concerns that the proposed auto service repair use will be adequately served by essential public facilities and services.

PZB Additions or Modifications (if necessary): _____

- 6. 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 previous auto service repair use did not create a burden on public facilities and was not detrimental to the economic well-being of the community. Thus, there are no anticipated concerns for the community as a result of the Conditional Use Permit for a new auto service repair use at this location.

PZB Additions or Modifications (if necessary): _____

- 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:**

Comment: The proposed auto service repair use is not anticipated to create additional traffic compared to the previous auto service repair use. In addition, all activities will take place inside the building to reduce any noise, smoke fumes, glare, or odors. An eight foot tall, solid fence is required by Section 12-10-9.C for C-3 properties abutting residential districts; a proposed condition of approval requires this fence to be installed. This fence will limit any headlights from spilling onto the adjacent property and provide additional screening.

PZB Additions or Modifications (if necessary): _____

- 8. 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 auto service repair use will not create an interference with traffic on surrounding public thoroughfares. The proposal will close off two of the existing four access points onto the property—one from Oakton Street and one from Wolf Road—and add landscaping to minimize vehicular interaction points utilized by the previous auto service repair business.

PZB Additions or Modifications (if necessary): _____

9. 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 auto service repair use would not cause the destruction, loss, or damage of any natural, scenic or historic features of major importance. The building and site were already developed for this use. The petitioner plans to add landscaping and screening to improve the aesthetics of the property.

PZB Additions or Modifications (if necessary): _____

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

Comment: The proposed auto service repair use meets all other requirements of the Zoning Ordinance for the C-3 General Commercial District.

PZB Additions or Modifications (if necessary): _____

PZB Procedure and Recommended Conditions: Under Section 12-3-4.D (Procedure for Review and Decision for Conditional Uses) of the Zoning Ordinance, the PZB has the authority to *recommend* that the City Council approve, approve subject to conditions, or deny the above-mentioned conditional use permit for a new auto service repair use at 607 E. Oakton Street. City Council has final authority on the proposal.

Consideration of the request should be 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 Zoning Ordinance. If the PZB recommends approval of the request, staff recommends the following conditions.

Conditions of Approval:

1. The parking area shall be repaved with a dust-free hard surface and the parking spaces shall be painted on the property to match the approved Site Plan A revised parking striping plan may be approved by the Community and Economic Development Department if the plans meet requirements of Section 12-9-6 and Site Plan Review standards pursuant to Section 12-3-2.B.
2. Minimum five-foot wide perimeter landscape areas shall be installed along the perimeter of the north parking area and the west property line in compliance with Section 12-10-8.B.
3. All planter boxes shall be at least 12-inches high and 12-inches wide and shall be filled and maintained with live plantings. Planter boxes and any other landscaping improvements must be located within the property line.
4. The dumpster shall be screened on all sides by solid wood or masonry fence with a height of not less than six feet but not more than eight feet in compliance with Section 12-10-11.
5. Damaged or inoperable vehicles shall not be parked or stored outside the Subject Property for more than fourteen consecutive days.

6. No vehicles shall be stored within the required parking spaces or drive aisles at any time.
7. Only three service bays shall be allowed for the life of this conditional use.
8. No auto body related activities are permitted unless this conditional use is amended. Sale and display of motor vehicles is not permitted at any time.
9. That the Site/Landscaping Plan drawing shall be updated so as to remove the two curb cuts closest to the East Oakton Street/South Wolf Road intersection, provide the dumpster enclosure location and details, and show the addition of the perimeter landscape areas between the parking area and the public sidewalk. The revised Site/Landscape Plan drawings shall be resubmitted to staff within 60 days of City Council approval.
10. An eight-foot tall solid wood, vinyl, or masonry fence must be installed along the south boundary in compliance with Section 12-10-9.C.
11. Used tires may only be stored inside the building, dumpster enclosure, or permitted accessory structure. A contract with a tire disposal company must be provided to Community and Economic Development staff prior to issuance of a business registration, or an affidavit signed attesting that no used tires will be stored on site.
12. The existing waste oil tank on site shall not be used until it receives proper local, state, or federal approvals.

Attachments:

- Attachment 1: Location Map
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- Attachment 12: Photometric Plan

Chair Szabo swore in Mykola Tsakhniv (Petitioner), Louis Capozzoli (Attorney), Kevin Kazimer (Architect), and Nick Ivaniv and Roman Tsakhniv (interpreters). Mr. Capozzoli stated that here to discuss 607 East Oakton to open an Auto Repair Service. He stated that the building is staying the same and will be making improvements. He stated that Main West is located behind the property. He stated that the property has been vacant since 2014. They plan to do auto repair and no body work. They plan to make improvements inside the building including office, storage, restrooms and cosmetic repairs. He stated that they meet the parking requirements. Mr. Capozzoli stated that the city wants curb cuts for two driveways into the property. He stated that the back fence is not on their property.

Mr. Kazimer gave a Power Point presentation. He went over the Plat of Survey from 6/27/2023. He showed enlargements from the NW Corner view with the recent IDOT improvements. He displayed pictures of the IDOT improvements from September 2021 and October 2023. He gave examples of Des Plaines Mechanic Shops and their curb cuts. He explained the proposed site plan. He displayed photos of the existing fence. He showed the Des Plaines Zoning Ordinance for Fencing 12-8-2. He explained the proposed Landscape Plan. He displayed the Proposed Aerial Rendering of the site. He displayed a photo of the Horse Trough Planters. He went over the Proposed Photometrics Plan.

Member Fowler stated that lots of people cut through that area. She stated we need to look at the safety of the kids. She also asked if the petitioner contacted Maine West regarding the fence.

Mr. Kazimer stated that they have an alternative to the fence which would have canvas.

Mr. Capozzoli stated that they have not contacted Maine West. But they could put Maine West's name on the fence and clean it up.

Jonathan Stytz, Senior Planner, explained the fence requirements. He stated that the fence is located on Maine West's property. He stated that the section of the code they are discussing regarding fencing abutting and that is only when both fences are on the same property. He stated that the fence would be on the petitioner's property. He stated privacy slats are not permitted.

Chair Szabo stated that he does not suggest back to back fences since it could cause litter build-up.

Jonathan Stytz went over the staff report. He explained the petition for a Conditional Use for an Auto Service Repair Use at 607 E. Oakton Street. Mr. Stytz explained the Location Map and Background for 607 E. Oakton Street: This location was a former auto repair use (Elmer's Service) and building has been vacant since 2014. He noted the property consists of one lot of record with total property area of 15,499 SF (0.36 acres) and is in the C-3 General Commercial zoning district.

Mr. Stytz displayed and explained Site Photos. He explained the Site Plan which includes parking spaces, drive isles, landscape areas, etc. He explained the Floor Plan, North (Front) Elevation, West (Side) Elevation, East (Side) Elevation and South (Rear) Elevation. He displayed the Renderings from three angles. He explained the Landscape Plan. He stated staff is concerned about safety because of the cut throughs. He stated that the city has concerns with the two curb cuts.

The PZB Staff has 11 Recommended Conditions which are as follows:

1. The parking area shall be repaved with a dust-free hard surface and the parking spaces shall be painted on the property to match the approved Site Plan. A revised parking striping plan may be approved by the Community and Economic Development Department if the plans meet the requirements of Section 12-9-6 and Site Plan Review standards pursuant to Section 12-3-2.B.
2. Minimum five-foot wide perimeter landscape areas shall be installed along the perimeter of the north parking area and the west property line in compliance with Section 12-10-8.B.
3. All planter boxes shall be at least 12-inches high and 12-inches wide and shall be filled and maintained with live plantings. Planter boxes and any other landscaping improvements must be located within the property line.
4. The dumpster shall be screened on all sides by a solid wood or masonry fence with a height of not less than six feet but not more than eight feet in compliance with Section 12-10-11.
5. Damaged or inoperable vehicles shall not be parked or stored outside the Subject Property for more than fourteen consecutive days. No vehicles shall be stored within the drive aisles at any time.
6. Only three service bays shall be allowed for the life of this conditional use. No auto body related activities are permitted unless this conditional use is amended. Sale and display of motor vehicles is not permitted at any time.
7. No auto body related activities are permitted unless this conditional use is amended. Sale and display of motor vehicles is not permitted at any time.
8. That the Site/Landscaping Plan drawing shall be updated so as to remove the two curb cuts closest to the East Oakton Street/South Wolf Road intersection, provide the dumpster enclosure location and details, and show the addition of the perimeter landscape areas between the parking area and the public sidewalk. The revised Site/Landscape Plan drawings shall be resubmitted to staff within 60 days of City Council approval.
9. An eight-foot tall solid wood, vinyl, or masonry fence must be installed along the south boundary in compliance with Section 12-10-9.C.
10. Used tires may only be stored inside the building, a dumpster, a fully enclosed fence enclosure, or a permitted accessory structure. A contract with a tire disposal company must be provided to Community and Economic Development staff prior to issuance of a business registration, or an affidavit must be signed attesting that no used tires will be stored on site.
11. The existing waste oil tank on site shall not be used until it receives proper local, state, or federal approvals.

He stated that the Planning and Zoning Board is the Recommending Body and has the authority to recommend approval, approval with conditions, or denial for the Conditional Use for Auto Service Repair Use.

Member Weaver stated that the area where they are not sure if it will be gravel or grass is not in the condition.

Mr. Stytz stated that it is not in the conditions of approval. The area is noted because staff need to the area to be identified on what it will be used for since the Site Plan will be part of an ordinance. He also stated that the area cannot be gravel. He stated they can seed the area.

Mr. Saletnik stated that before this goes to council and it should be included in the conditions, the disposition of the unknown area needs to be known. The property owner needs to decide what they will be doing with that area and plan accordingly. And this is since this is next to Maine West- why wouldn't you contact them to find out who owns the fence. He stated that should have been a part of the petitioner's due diligence. He stated that they should be required to contact Maine West to see if they will remove the fence. Then the City should require you to put up the normal 8-foot barrier fence. He also states that the galvanized horse troughs are not right for such a highly visible area. He also asked staff if engineering suggested those curb cuts to be closed. And if they did then another condition would be that the petitioner contacts IDOT and get a decision regarding the curb cuts.

Ryan Johnson, Assistant Community and Economic Development Director, stated that some of the changes shown by the petitioner tonight have not been given to staff. He stated staff would need time to review the changes.

Member Weaver stated that it looks like there are three conditions that need to be resolved for the board's recommendation. Those conditions are the planters, the curb cuts, and the fence.

Mr. Stytz stated that the curb cuts are IDOT property, and the city does not have a decision on what IDOT does. The curb cuts were there and IDOT came and made improvements and did not make a change. He doesn't think we should jump to the conclusion that IDOT left the curb cuts because they didn't have a problem with it. He believes the City should get something from IDOT to give a decision on what they think of the curb cuts. He believes if the condition for the two curb cuts is taken away that they should have something from IDOT showing approval.

Ryan Johnson stated that if IDOT was making improvements to a site, it is hard for the City Engineering department to decide what a future use for a private property would be. And for some of the examples from the petitioner, there are legal non-conforming curb cuts that were done many years ago that were allowed.

Member Saletnik stated that he believes there should be two conditions before it goes to City Council. He states that we need to get a disposition from Public Works and Engineering of what the status of the curb cuts would be and get disposition from Maine West on the fence.

Member Weaver stated that if they wait to have the issues addressed, then the petitioner would lose a construction season. He suggested a motion with changes to Conditions 3, 8 and 11.

A motion was made by Board Member Weaver, seconded by Board Member Hofherr to recommend approval to the City Council of the C-3 Commercial District Conditional Use with the staffs 11 condition of approval subject to changes to in Numbers 3, 8 and 11. The Planning and Zoning Board suggested changes are as follows.

1. The parking area shall be repaved with a dust-free hard surface and the parking spaces shall be painted on the property to match the approved Site Plan. A revised parking striping

- plan may be approved by the Community and Economic Development Department if the plans meet requirements of Section 12-9-6 and Site Plan Review standards pursuant to Section 12-3-2.B.
2. Minimum five-foot wide perimeter landscape areas shall be installed along the perimeter of the north parking area and the west property line in compliance with Section 12-10-8.B.
 3. All planter boxes shall be at least 12 inches high and 12 inches wide and shall be filled and maintained with live plantings. Planter boxes and any other landscaping improvements must be located within the property line, unless IDOT allows placement on the aprons. The planters shall be of precast concrete or of masonry construction.
 4. The dumpster shall be screened on all sides by a solid wood or masonry fence with a height of not less than six feet but not more than eight feet in compliance with Section 12-10-11.
 5. Damaged or inoperable vehicles shall not be parked or stored outside the Subject Property for more than fourteen consecutive days. No vehicles shall be stored within the drive aisles at any time.
 6. Only three service bays shall be allowed for the life of this conditional use. No auto body related activities are permitted unless this conditional use is amended. Sale and display of motor vehicles is not permitted at any time.
 7. No auto body related activities are permitted unless this conditional use is amended. Sale and display of motor vehicles is not permitted at any time.
 8. ~~That~~ The Site/Landscaping Plan drawing shall be updated so as to ~~remove the two curb cuts closest to the East Oakton Street/South Wolf Road intersection,~~ provide the dumpster enclosure location and details and show the addition of the perimeter landscape areas between the parking area and the public sidewalk, unless and until IDOT allows placement of the planters on the aprons. The revised Site/Landscape Plan drawings shall be resubmitted to staff within 60 days of City Council approval.
 9. An eight-foot tall solid wood, vinyl, or masonry fence must be installed along the south boundary in compliance with Section 12-10-9.C.
 10. Used tires may only be stored inside the building, a dumpster, a fully enclosed fence enclosure, or a permitted accessory structure. A contract with a tire disposal company must be provided to Community and Economic Development staff prior to issuance of a business registration, or an affidavit must be signed attesting that no used tires will be stored on site.
 11. The existing waste oil tank on site shall not be used until it receives ~~proper~~ proper applicable local, state, or federal approvals.

AYES: **Weaver, Hofherr, Fowler, Saletnik, Szabo**

NAYES: **None**

ABSTAIN: **None**

*****MOTION CARRIES UNANIMOUSLY *****

CITY OF DES PLAINES

ORDINANCE Z - 31 - 23

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR AN AUTO SERVICE REPAIR USE AT 607 E. OAKTON STREET, DES PLAINES, ILLINOIS (Case #23-055-CU)

WHEREAS, Mykola Tsakhniv (“*Petitioner*”) is the lessee of the property consisting of one lot of record totaling 0.36 acres and commonly known as 607 E. Oakton Street, Des Plaines, Illinois (“*Subject Property*”); and

WHEREAS, the Subject Property is located in the C-3 General Commercial District (“*C-3 District*”) and is currently improved with a 1,992-square-foot, one-story commercial building and surface parking area (“*Existing Development*”); and

WHEREAS, 607 Oakton, LLC (“*Owner*”) is the owner of the Subject Property and has consented to the Petitioner’s application; and

WHEREAS, the Petitioner desires to operate an auto service repair use within the Existing Development on the Subject Property (“*Proposed Use*”); and

WHEREAS, the “Des Plaines Zoning Ordinance of 1998,” as amended (“*Zoning Ordinance*”), is codified as Title 12 of the City Code of the City of Des Plaines (“*City Code*”); and

WHEREAS, pursuant to Section 12-3-7.K of the Zoning Ordinance, an auto service repair use is only permitted in the C-3 District pursuant to a conditional use permit approved by the City Council; and

WHEREAS, pursuant to Section 12-3-4 of the Zoning Ordinance, the Petitioner filed an additional application with the Department for the approval of a conditional use permit for the operation of an auto service repair use on the Subject Property (“*Conditional Use Permit*”); and

WHEREAS, within fifteen 15 days after the receipt thereof, the Petitioner’s applications were referred by the Department of Community and Economic Development to the Planning and Zoning Board of the City of Des Plaines (“*PZB*”); and

WHEREAS, within 90 days after the date of the Petitioner’s applications, a public hearing to consider the Conditional Use Permit was opened by the PZB on September 26, 2023 and continued to October 10, 2023, pursuant to publication in the *Des Plaines Journal* on September 6, 2023; and

WHEREAS, notice of the public hearing was mailed to all property owners within 500 feet of the Subject Property; and

WHEREAS, on October 10, 2023, the PZB voted by a vote of 5-0 to recommend approval of the Conditional Use Permit, subject to certain conditions; and

WHEREAS, pursuant to Section 12-3-4 of the Zoning Ordinance, the PZB filed a written report with the City Council on October 11, 2023, summarizing the testimony and evidence received by the PZB and stating its approval and recommendation; and

WHEREAS, the Petitioner made representations to the PZB with respect to the which representations are hereby found by the City Council to be material and upon which the City Council relies in approving the Conditional Use Permit; and

WHEREAS, the City Council has considered the written report of the PZB, the applicable standards for conditional use permits set forth in the Zoning Ordinance and the Community and Economic Development Staff Memorandum dated October 26, 2023, and has determined that it is in the best interest of the City and the public to approve the Conditional Use Permit 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 the approval of the Conditional Use Permit.

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

THAT PART OF THE WEST 1/2 OF EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF A LINE 50.0 FEET SOUTH OF THE NORTH LINE, MEASURED AT RIGHT ANGLES TO SAID NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 30, WITH A LINE 50.0 FEET EAST OF THE WEST LINE, MEASURED AT RIGHT ANGLES TO THE SAID WEST LINE, OF THE EAST 1/2 OF THE EAST 1/2 OF SAID NORTHEAST 1/4, 125.0 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID NE 1/4, 125.0 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 125.0 FEET TO A LINE 50.0 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST 1/4; THENCE WEST ON SAID PARALLEL LINE 125.0 FEET TO THE PLACE OF BEGINNING, EXCEPT THAT PART ACQUIRED BY THE

COUNTY OF COOK IN EMINENT DOMAIN CASE 70L12734, IN COOK COUNTY, ILLINOIS.

PIN: 09-30-202-008-0000

COMMONLY KNOWN AS: 607 E. Oakton Street, Des Plaines, Illinois.

SECTION 3. APPROVAL OF 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 hereby grants the Petitioner the Conditional Use Permit to allow the Proposed Use on the Subject Property in the C-3 District. 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 approval 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 of this Section 4:

A. **Compliance with Law and Regulations.** The development, use, operation, and maintenance of the Subject Property by the Petitioner and the Owner 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.** The development, use, and maintenance of the Subject Property shall be in strict compliance with the following plans, except for minor changes and site work approved by the Director of the Department, and changes to comply with the conditions set forth in Section 4.C of this Ordinance, in accordance with all applicable City codes, ordinances, and standards, including, without limitation, Sections 3.4-8, "Limitations on Conditional Uses," and 3.4-9, "Effect of Approval," of the Zoning Ordinance:

1. The Project Narrative, prepared by the Petitioner, consisting of one sheet, with a latest revision date of August 21, 2023, a copy of which is attached to and, by this reference, made a part of this Ordinance as ***Exhibit A***;

2. The Architectural Site Plan, prepared by Kioxin, Inc., consisting of one sheet, and dated October 2, 2023, a copy of which is attached to and, by this reference, made a part of this Ordinance as ***Exhibit B (“Site Plan”)***;

3. The Elevations, prepared by Kioxin, Inc., consisting of four sheets, and dated October 2, 2023, a copy of which is attached to and, by this reference, made a part of this Ordinance as ***Exhibit C***;

4. The Floor Plans, prepared by Kioxin, Inc., consisting of one sheet, and dated October 2, 2023, a copy of which is attached to and, by this reference, made a part of this Ordinance as ***Exhibit D***;

5. The Renderings, prepared by Kioxin, Inc., consisting of three sheets, and dated October 2, 2023, a copy of which is attached to and, by this reference, made a part of this Ordinance as ***Exhibit E***;

6. The Landscape Plan, prepared by Kioxin, Inc., consisting of one sheet, and dated October 2, 2023, a copy of which is attached to and, by this reference, made a part of this Ordinance as ***Exhibit F (“Landscape Plan”)***; and

7. The Photometric Plan, prepared by KSA Lighting Controls, consisting of one sheet, and dated September 26, 2023, a copy of which is attached to and, by this reference, made a part of this Ordinance as ***Exhibit G***.

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

1. The parking area must be repaved with a dust-free hard surface and the parking spaces must be painted on the Subject Property as shown on the Site Plan. A revised parking striping plan may be approved by the Community and Economic Development Department if the revised plans meet the requirements of Section 12-9-6 of the Zoning Ordinance and Site Plan Review standards pursuant to Section 12-3-2.B of the Zoning Ordinance.

2. A minimum five-foot wide perimeter landscape area must be installed along the perimeter of the north parking area and the west property line as shown on the Site Plan in compliance with Section 12-10-8.B of the Zoning Ordinance.

3. All planter boxes must be at least 12 inches high and 12 inches wide, made of precast concrete or masonry construction, and filled and maintained with live plantings. The planter boxes shall be installed completely on the Subject Property, unless and until IDOT allows placement of the planters on the aprons.

4. The dumpster located on the Subject Property must be screened on all sides by a solid wood or masonry fence with a height of not less than six feet but not more than eight feet in compliance with Section 12-10-11 of the Zoning Ordinance.

5. Damaged or inoperable vehicles may not be parked or stored outside the Subject Property for more than fourteen consecutive days. No vehicles may be stored within the drive aisles at any time.

6. Only three service bays are allowed to be used on the Subject Property while this Conditional Use is valid.

7. No auto body related activities are permitted on the Subject Property unless this Ordinance and the Conditional Use Permit is amended by the City Council. The sale and display of motor vehicles is not permitted on the Subject Property at any time.

8. The Site Plan and Landscape Plan shall be updated to show the location and details of the following to be installed completely on the Subject Property: (i) required dumpster enclosure, (ii) fence, and (iii) landscaping installations including the planter boxes and required perimeter landscape areas between the parking area and the public sidewalk. The Site Plan and Landscape Plan must be submitted to City staff within 60 days of the adoption of this Ordinance.

9. An eight-foot tall solid wood, vinyl, or masonry fence must be installed along the south lot line in compliance with Section 12-10-9.C of the Zoning Ordinance.

10. Used tires may only be stored inside the building, a dumpster, a fully fenced enclosure, or a permitted accessory structure. A contract with a tire disposal company or an affidavit must be signed attesting that no used tires will be stored on site must be provided to Community and Economic Development staff prior to issuance of a business registration.

11. The existing waste oil tank on the Subject Property may not be used until it receives applicable local, state, or federal approvals.

SECTION 5. FAILURE TO COMPLY WITH CONDITIONS.

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 \$75.00 or more than \$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 and the Owner fail to develop or maintain the Subject Property in accordance with the requirements of the Zoning Ordinance, or the conditions set forth in Section 5 of this Ordinance, the Conditional Use Permit granted in Section 4 of this Ordinance may be revoked after notice and hearing before the Zoning Administrator of the City, all in accordance with the procedures set forth in Section 12-4-7 of the Zoning Ordinance. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the C-3 District. Further, in the event of such revocation of the Conditional Use Permit, the City Manager and City's General Counsel are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. The Petitioner and the Owner acknowledge that public notices and hearings have been held with respect to the adoption of this Ordinance, have considered the possibility of the revocation provided for in this Section, and agree not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice and hearing required by Section 12-4-7 of the Zoning Ordinance is provided to the Petitioner and the Owner.

SECTION 6. BINDING EFFECT; NON-TRANSFERABILITY. The privileges, obligations, and provisions of each and every section and requirement of this Ordinance are for and shall inure solely to the benefit of Petitioner. Nothing in this Ordinance shall be deemed to allow the Petitioner to transfer any of the rights or interests granted herein to any other person or entity without the prior approval of the City Council by a duly adopted amendment to this Ordinance.

SECTION 7. SEVERABILITY. If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

SECTION 8. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after the occurrence of the following:

A. its passage, approval and publication in pamphlet form as provided by law;

B. the filing with the City Clerk by the Petitioner and the Owner, not less than 60 days after the passage and approval of this Ordinance, of an unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance. 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 H*; and

C. 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.

D. In the event that the Petitioner and the Owner do not file with the City Clerk a fully executed copy of the unconditional agreement and consent referenced in Section 11.B 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.

[SIGNATURE PAGE FOLLOWS]

PASSED this _____ day of _____, 2023.

APPROVED this _____ day of _____, 2023.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
_____ day of _____, 2023.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Ordinance Approving CUP for an Auto Service Repair use at 607 E. Oakton Street

EXHIBIT G

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Mykola Tsakhniv ("*Petitioner*") is the lessee of the property consisting of one lot of record totaling 0.36 acres and commonly known as 607 E. Oakton Street, Des Plaines, Illinois ("*Subject Property*"); and

WHEREAS, 607 Oakton, LLC ("*Owner*") is the owner of the Subject Property and has consented to the Petitioner's application; and

WHEREAS, Ordinance No. Z-~~XX~~-23 adopted by the City Council of the City of Des Plaines on _____, 2023 ("*Ordinance*"), grants approval of a conditional use permit to allow an auto service repair establishment on the Subject Property, subject to certain conditions; and

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

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

1. Owner and Petitioner hereby unconditionally agree to accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. Z-31-23, adopted by the City Council on _____, 2023.
2. Owner and Petitioner acknowledge and agree that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's review and approval of any plans for the Subject Property, or the issuance of any permits for the use and development of the Subject Property, and that the City's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure Owner and Petitioner against damage or injury of any kind and at any time.
3. Owner and Petitioner acknowledge that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the procedures required by Section 12-4-7 of the City's Zoning Ordinance are followed.

4. Petitioner agrees to and does 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.

MYKOLA TSAKHNIV

By: _____

Print Name and Title: _____

ATTEST:

Print Name and Title: _____

607 OAKTON, LLC

By: _____

Print Name and Title: _____

ATTEST:

Print Name and Title: _____

PROJECT NARRATIVE

Welcome to BOGO Shop: Your Trusted Car Mechanics Shop

At BOGO Shop, we understand that your vehicle is more than just a means of transportation; it's an essential part of your daily life. That's why we're dedicated to providing top-notch car repair and maintenance services that keep you on the road with confidence.

Expertise and Experience:

Originating from Ukraine, we are incorporating exceptionally talented individuals who are current refugees from a nation ravaged by war. Our group of (3) three proficient mechanics and one (1) helper has extensive experience identifying and resolving various automotive problems. Whether it's routine oil changes or intricate engine overhauls, we possess the expertise and proficiency to address any obstacle your vehicle might encounter.

Facility:

Equipped with cutting-edge diagnostic tools and modern equipment, our facility ensures that we deliver accurate and efficient solutions for your car troubles. We stay current with the latest advancements in automotive technology to provide the best service possible.

Open Hours

Monday - Friday	7 am to 6 pm
Saturday	9 am to 1 pm
Sunday	Closed

Comprehensive Services:

Whether you drive a compact car, an SUV, a luxury vehicle, or a light truck, we offer a comprehensive array of services to cater to your specific needs. Our services include:

- Engine diagnostics and repairs
- Brake system inspections and repairs
- Suspension and steering repairs
- Transmission maintenance and repairs
- AC and heating system servicing
- Electrical system diagnostics and repairs
- Routine maintenance (oil changes, tire rotations, etc.)

Customer-Centric Approach:

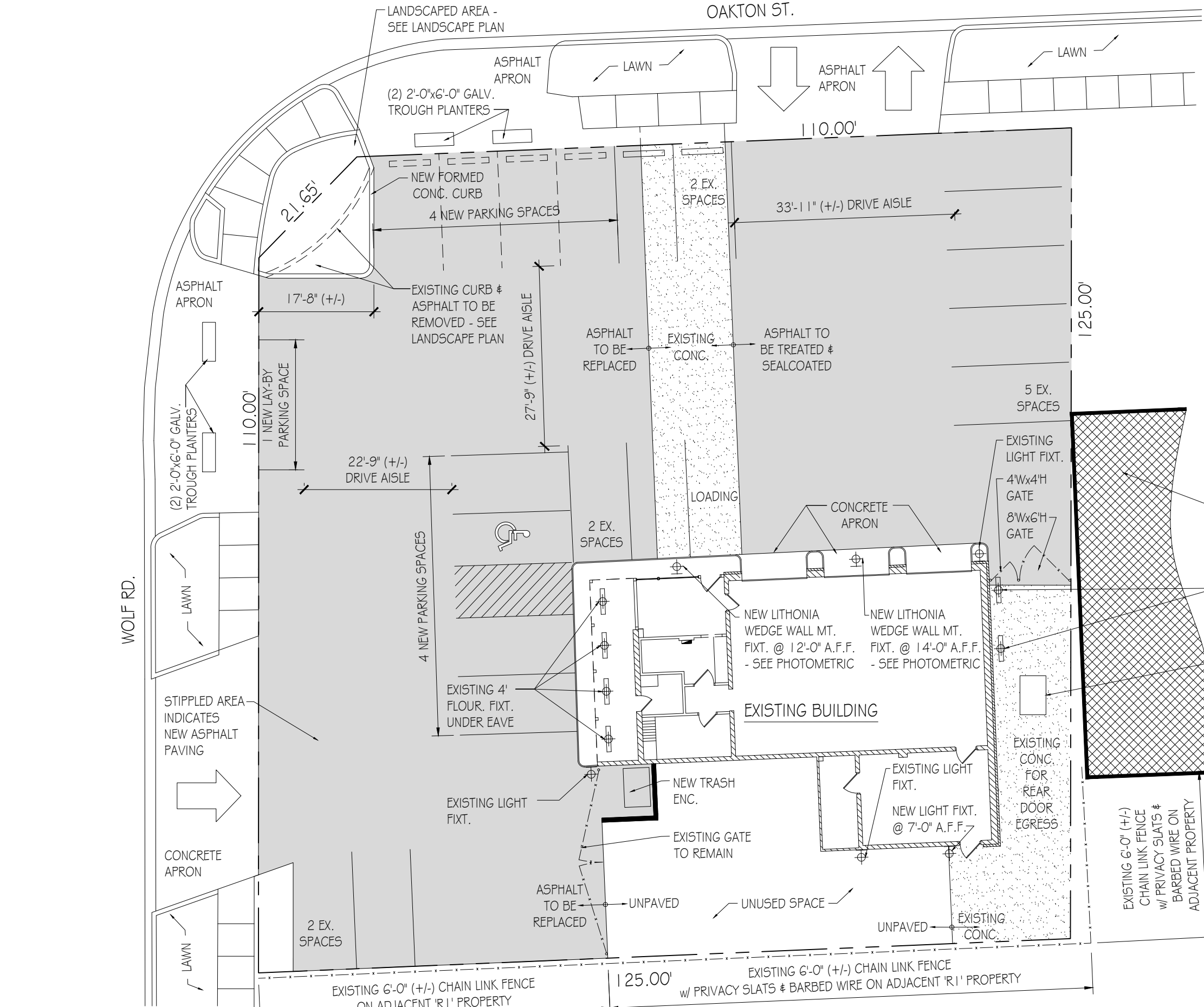
At BOGO Shop, we prioritize customer satisfaction above all else. Our friendly and transparent approach ensures that you're well-informed about the repairs your vehicle requires. We'll walk you through the diagnosis, explain recommended repairs, and offer competitive pricing options.

Quality and Integrity:

We believe in doing the job right the first time. Our commitment to quality and integrity means using only genuine, high-quality replacement parts for repairs. You can trust that your vehicle is in capable hands, and we stand behind our work with comprehensive warranties.

Convenience and Comfort:

We understand that car troubles can be inconvenient, so we strive to make your experience as hassle-free as possible. Enjoy our comfortable waiting area with complimentary Wi-Fi and refreshments while our team takes care of your vehicle. We can quickly address any issues by utilizing the existing three (3) mechanic bays and get you back on the road.



BUILDING AREA SUMMARY:

TOTAL GROSS AREA:	1,991 SQFT
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OFF STREET PARKING REQ.:

MIN. PARKING SPACES REQUIRED:	8
EXISTING 9x18' SPACES TO REMAIN:	11
NEW 9x18' SPACES:	7
NEW 7x20' LAY-BY SPACES (0°):	1
8' x 18' ACCESSIBLE SPACES w/ 8' AISLE:	1

EXISTING PARKING SPACES: 11 SPACES
 NEW PARKING SPACES: 9 SPACES

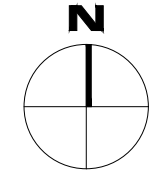
TOTAL PROPOSED PARKING: 20 SPACES

SITE PLAN LEGEND:

	ASPHALT
	EXISTING CONCRETE TO REMAIN

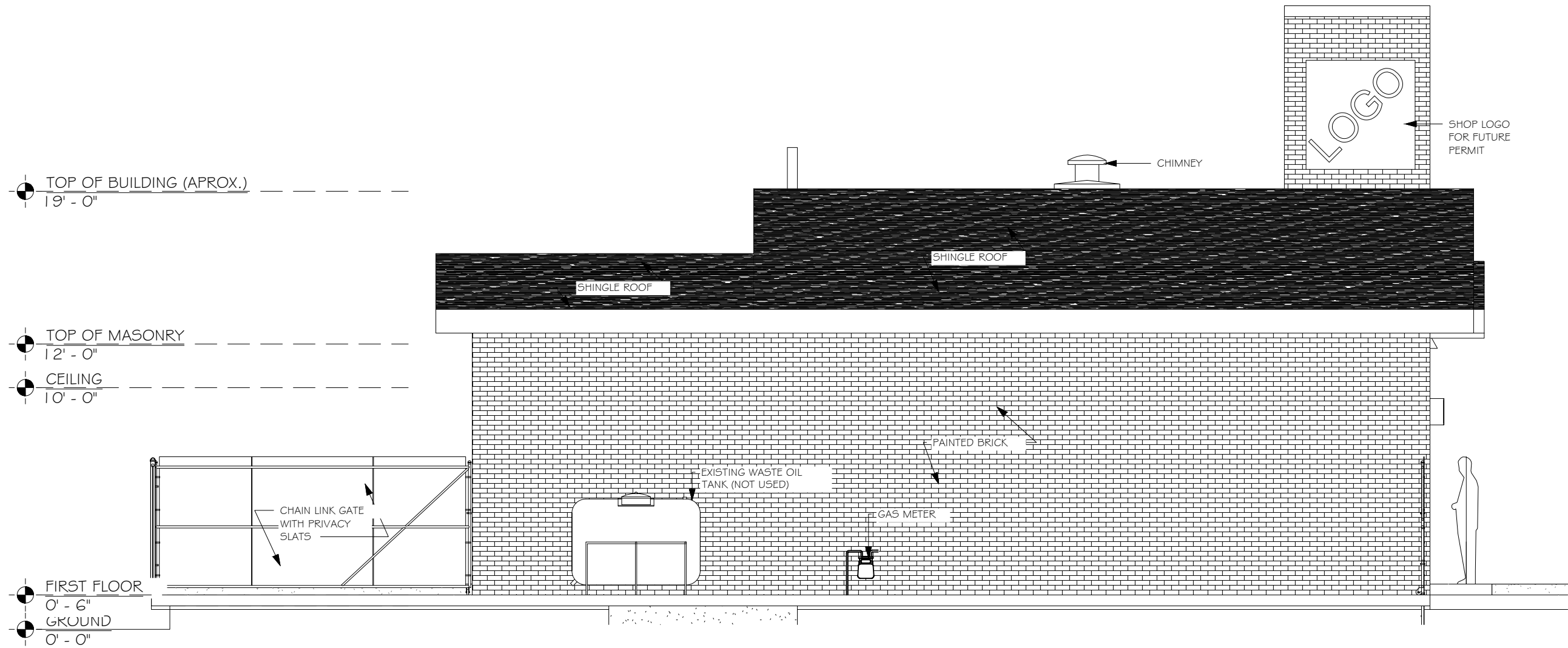
607 E Oakton St.
 Des Plaines, IL

Architectural Site Plan



Kioxin

The Cure for Common Architecture



607 E Oakton St.
Des Plaines, IL

East Elevation

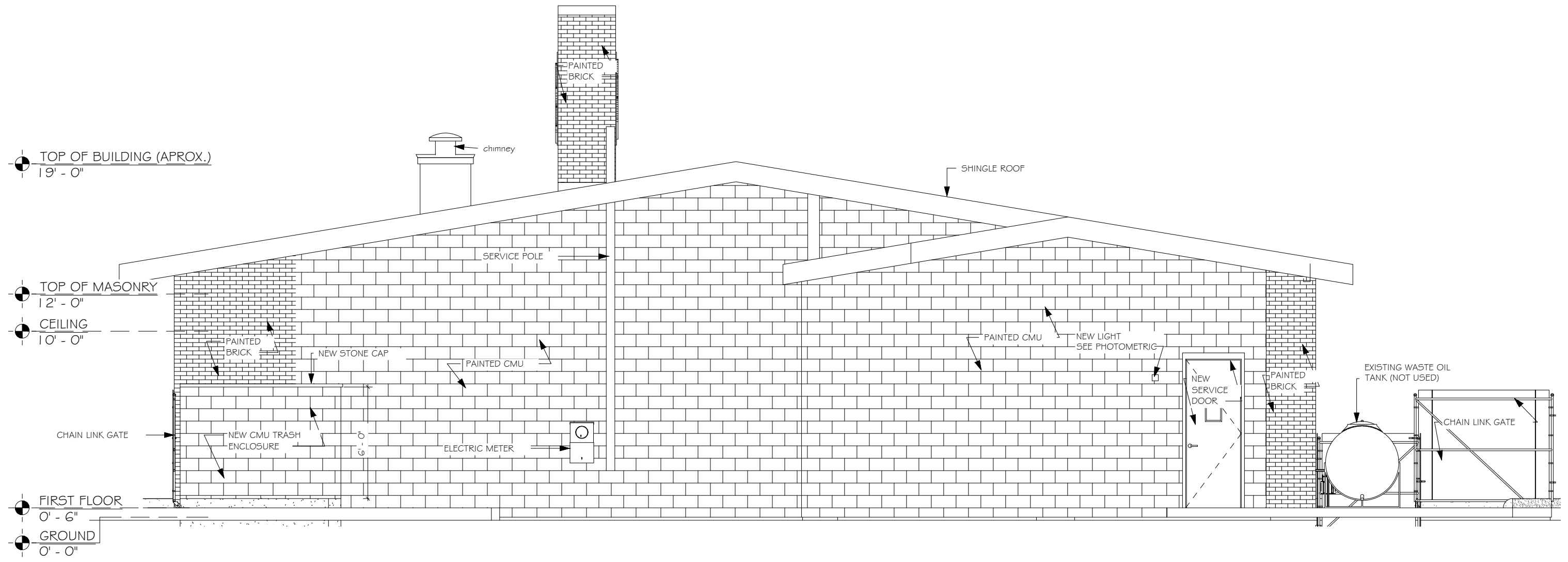


Kioxin

The Cure for Common Architecture

10/02/2023

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607 E Oakton St.
Des Plaines, IL

South Elevation

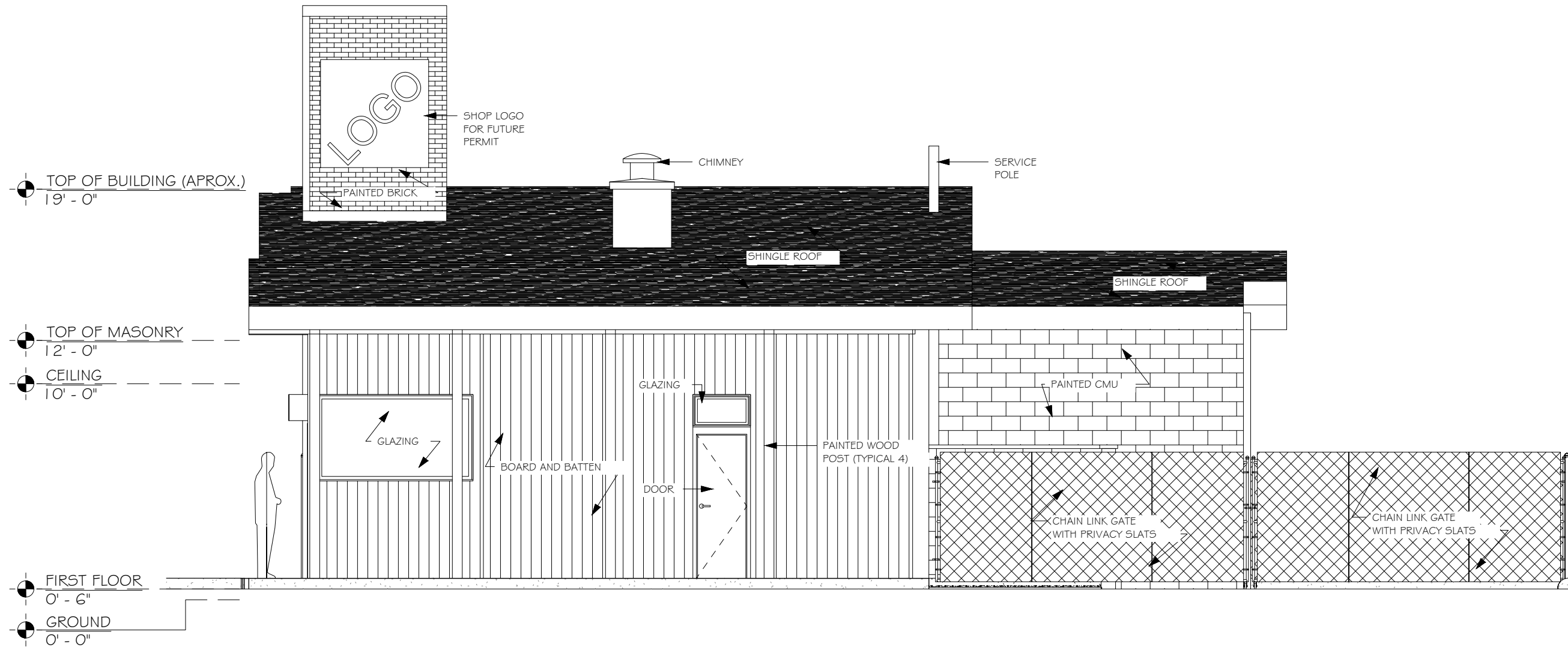


Kioxin

The Cure for Common Architecture

10/02/2023

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607 E Oakton St.
Des Plaines, IL

Wolf Rd Elevation

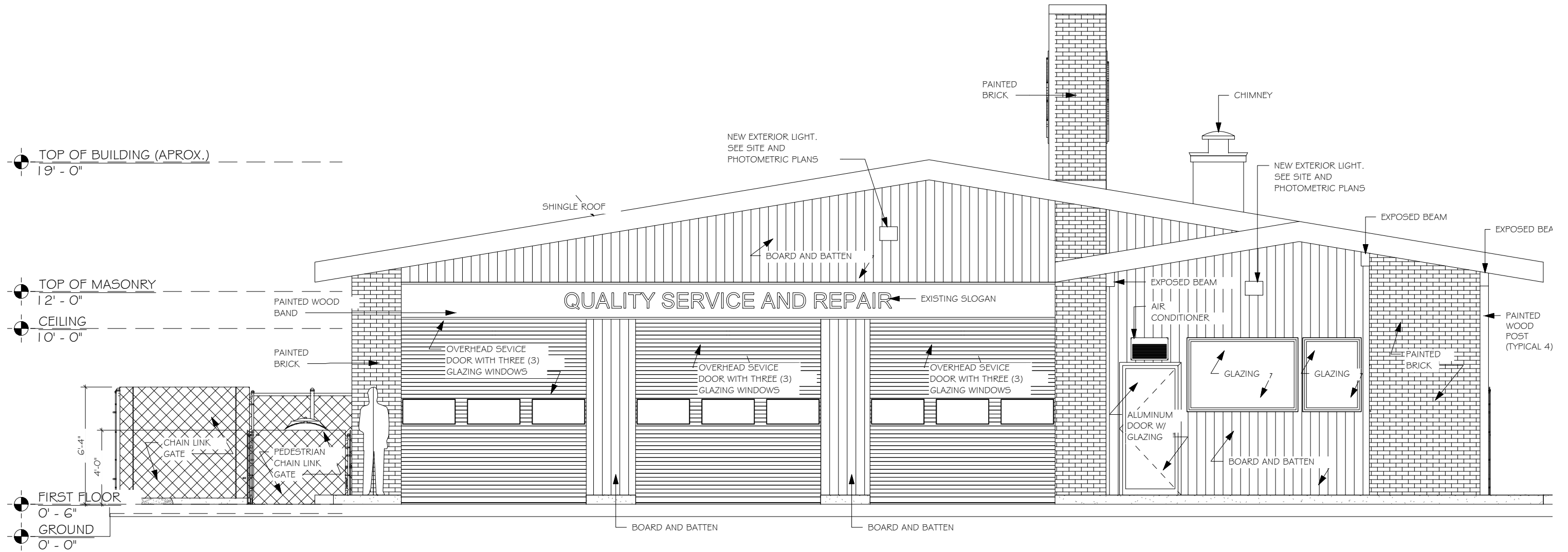


Kioxin

The Cure for Common Architecture

10/02/2023

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607 E Oakton St.
Des Plaines, IL

Oakton St Elevation

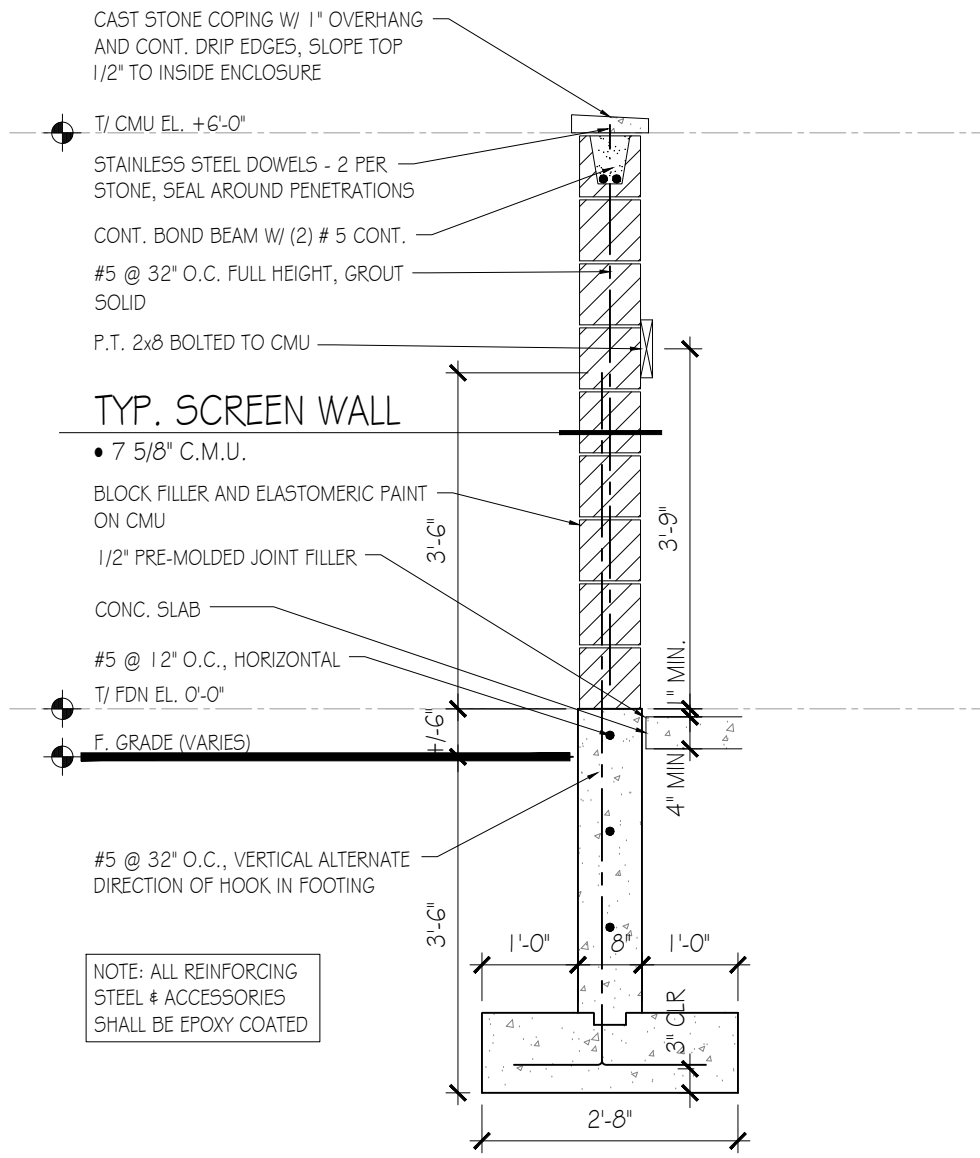


Kioxin

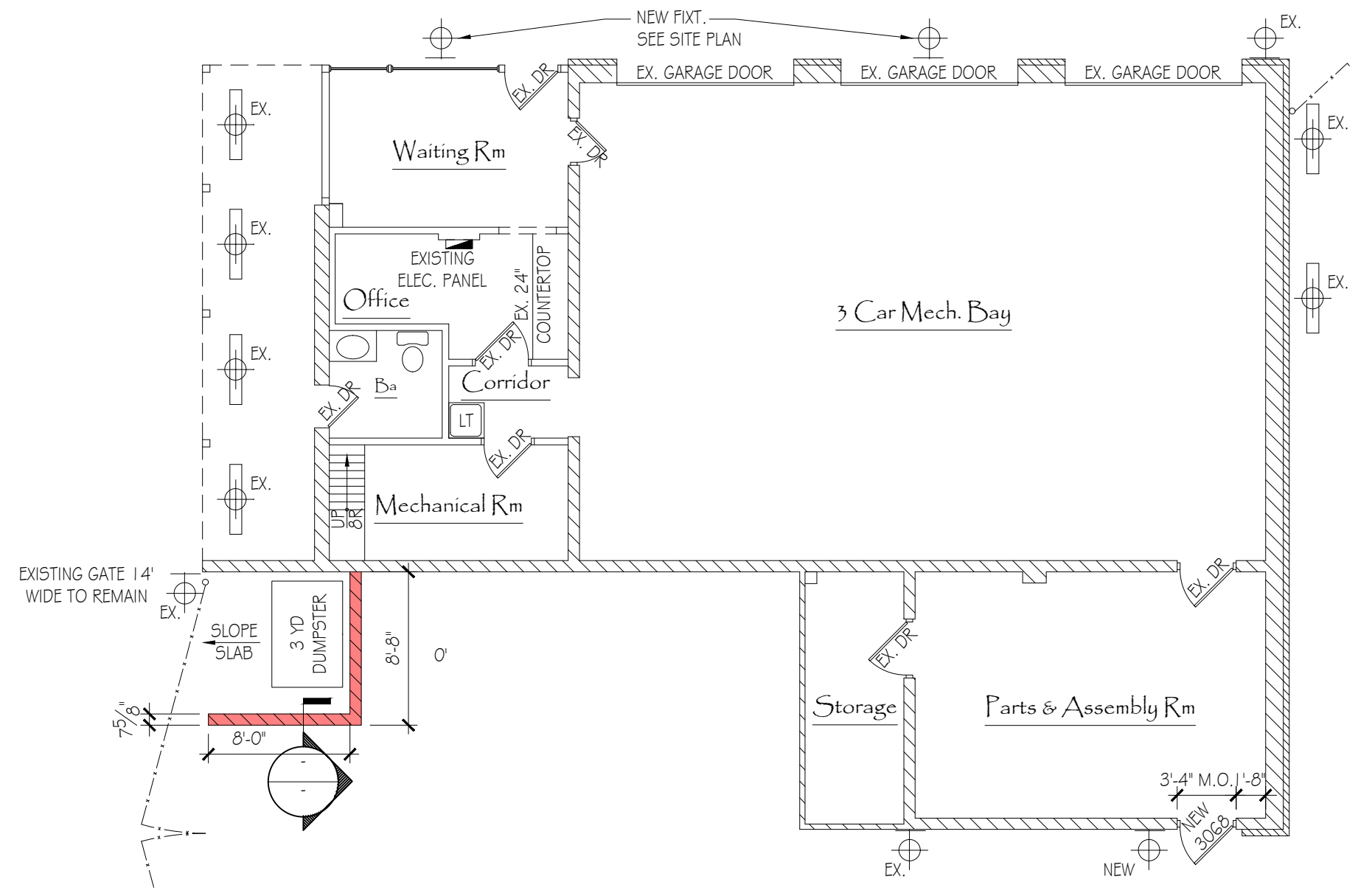
The Cure for Common Architecture

10/02/2023

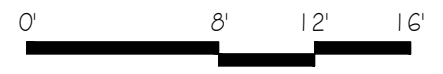
Page 41 of 47 © 2023



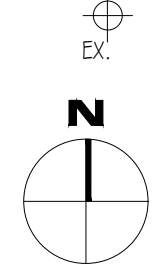
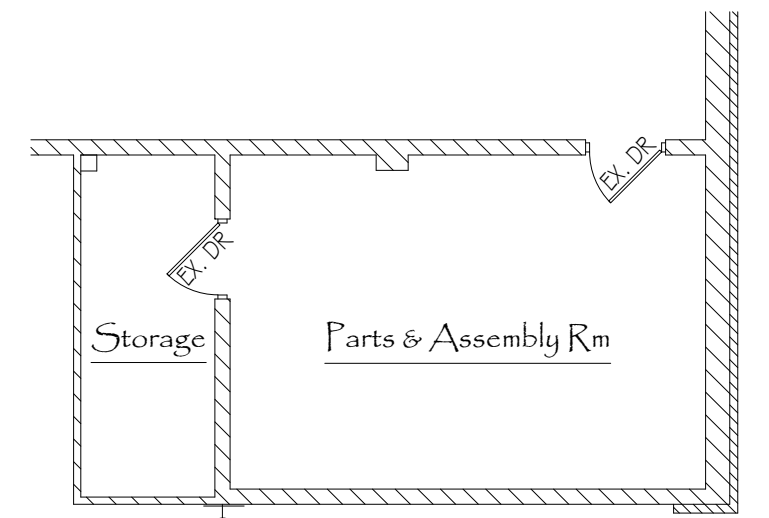
Typ. Trash Enclosure Section



Proposed Floorplan



Partial Existing Floorplan



607 E Oakton St.
Des Plaines, IL

Exhibit D

Kioxin

The Cure for Common Architecture

10/02/2023

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607 E Oakton St.

Des Plaines, IL

Exhibit E

Rendering 'A'

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The Cure for Common Architecture

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607 E Oakton St.
Des Plaines, IL

Exhibit E

Rendering 'B'

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607 E Oakton St.
Des Plaines, IL

Exhibit E

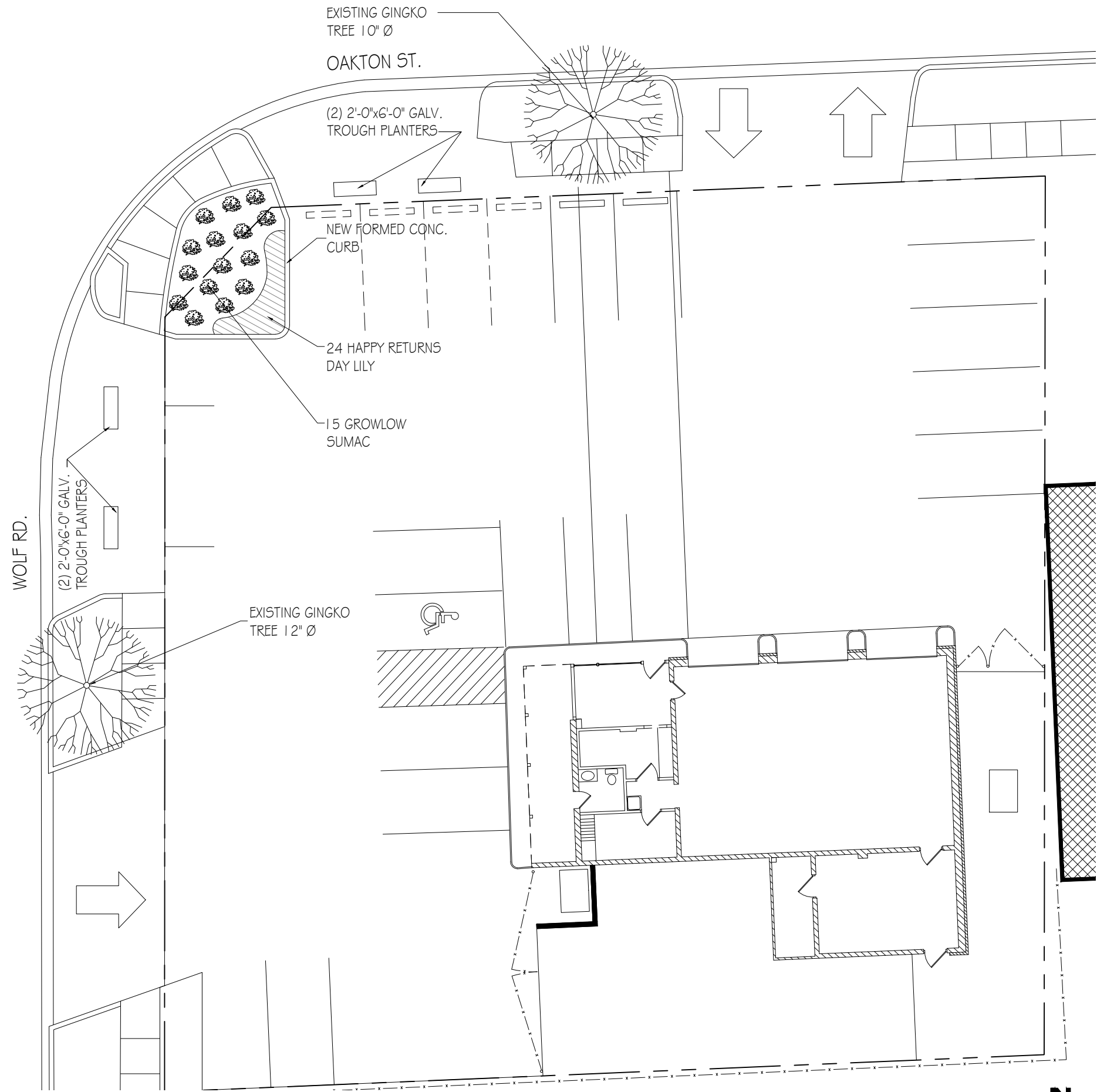
Rendering 'C'

Kioxin

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10/02/2023

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607 E Oakton St.
Des Plaines, IL

Exhibit F

Landscape Plan

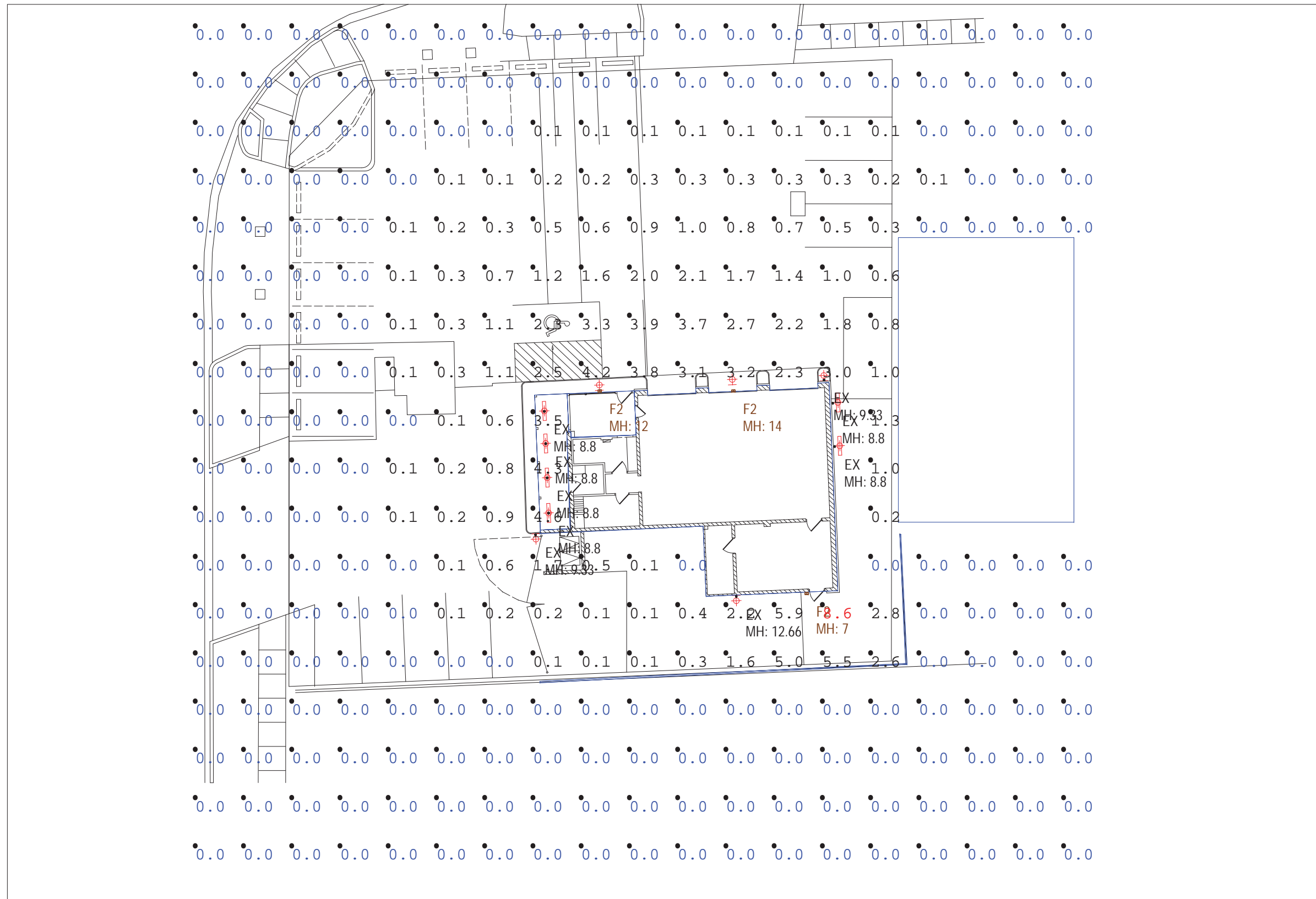


Kioxin

The Cure for Common Architecture

10/02/2023

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Luminaire Schedule							
Symbol	Qty	Label	Arrangement	LLF	Lumens	Watts	Description
⊕	9	EX	Single	0.950	722	12	Existing
⊕	3	F2	Single	0.950	4402	46.6589	WDGE2 LED P4 30K 70CRI TFTM

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts_1	Illuminance	Fc	0.42	8.6	0.0	N.A.	N.A.

Notes :

1. Calculation Work Plane : Grade
2. Fixture Mounting Height : AS NOTED
3. Calculation Point Spacing : 10'x10'

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MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF DES PLAINES, ILLINOIS HELD IN THE ELEANOR ROHRBACH MEMORIAL COUNCIL CHAMBERS, DES PLAINES CIVIC CENTER, WEDNESDAY, OCTOBER 18, 2023

CALL TO ORDER

The Special Meeting of the City Council of the City of Des Plaines, Illinois, was called to order by Mayor Goczkowski at 6:03 p.m. in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Wednesday, October 18, 2023.

ROLL CALL

Roll call indicated the following Aldermen present: Moylan, Oskerka, Sayad, Brookman, Walsten, Smith, Charewicz. Absent: Lysakowski. A quorum was present.

Also present were: City Manager Bartholomew and Assistant City Manager/Director of Finance Wisniewski

ALDERMAN SAYAD DECLARED THAT THE CITY COUNCIL WAS NOW RESOLVED INTO A COMMITTEE OF THE WHOLE

FINANCE COMMITTEE – Alderman Sayad, Chair

2024 PROPOSED BUDGET

Chairman Sayad gave an introduction to the second half of the 2024 Proposed City Budget.

LIBRARY

Council Request: None

Des Plaines Library Executive Director Jo Bonell spoke on behalf of the library.

OVERHEAD

Gene Haring, a Board of Trustees member, spoke on behalf of the Des Plaines History Center.

Moved by Charewicz, seconded by Brookman, to Approve the Des Plaines History Center request of an additional \$75,000.00.

Upon roll call, the vote was:

AYES: 7 - Moylan, Oskerka, Sayad, Brookman,
Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 1 - Lysakowski

Motion declared carried.

Frisbie Senior Center President Stephen Samuelson spoke on behalf of the Frisbie Center.

Moved by Walsten, seconded by Brookman, to Approve putting in the budget \$25,000.00 for the Izaak Walton League, but not release the funding.

Upon roll call, the vote was:

AYES: 6 - Oskerka, Sayad, Brookman,
Walsten, Smith, Charewicz

NAYS: 1 - Moylan

ABSENT: 1 - Lysakowski

Motion declared carried.

Moved by Oskerka, seconded by Sayad, to Approve an increase in the subsidy for social services from \$210,000.00 to \$250,000.00.

Upon roll call, the vote was:

AYES: 7 - Moylan, Oskerka, Sayad, Brookman,
Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 1 - Lysakowski

Motion declared carried.

TIF#1 *Council Request:* None

TIF#3 *Council Request:* None

TIF#5 *Council Request:* None

TIF#6 *Council Request:* None

TIF#7 *Council Request:* None

TIF#8 *Council Request:* None

MOTOR FUEL TAX FUND *Council Request:* None

CDBG FUND *Council Request:* None

Resident Deb Lester asked for further clarification regarding the requirements for AFFH.

GRANT FUNDED PROJECTS *Council Request:* None

GAMING TAX FUND *Council Request:* None

DEBT SERVICE *Council Request:* None

CAPITAL PROJECTS Moved by Brookman, no second, to place Douglas Ave from Howard Ave to Jarlath Ave on the capital improvements schedule to be completed in the summer construction schedule of 2024. No second. No vote.

Moved by Walsten, seconded by Smith, to direct staff put \$200,000.00 in this year's budget to do the sidewalk for these segments of road of Douglas Ave from Howard Ave to Jarlath Ave, and additionally direct staff to bring back a complete reconstruction of Douglas Ave in next year's budget. No Vote.

Moved by Walsten, seconded by Smith, to direct staff put \$200,000.00 in this year's budget to do the sidewalk for these segments of road of Douglas Ave from Howard Ave to Jarlath Ave.

Upon roll call, the vote was:

AYES: 7 - Moylan, Oskerka, Sayad, Brookman, Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 1 - Lysakowski

Motion declared carried.

Moved by Charewicz, seconded by Brookman, to include the reconstruction of Douglas Ave from Howard Ave to Jarlath Ave included in the 2025 Budget.

Upon roll call, the vote was:

AYES: 7 - Moylan, Oskerka, Sayad, Brookman, Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 1 - Lysakowski

Motion declared carried.

- * Alderman Moylan left the meeting at 8:05 p.m.
- * Alderman Brookman left the meeting at 8:06 p.m.

**EQUIPMENT
REPLACEMENT**

Moved by Walsten, seconded by Oskerka, to add one dual electric vehicle charging station in the City Hall garage to the budget contingent on federal or state grants.

Upon roll call, the vote was:

AYES: 5 - Oskerka, Sayad, Walsten,
Smith, Charewicz

NAYS: 0 - None

ABSENT: 3 - Lysakowski, Moylan, Brookman

Motion declared carried.

IT REPLACEMENT

Council Request: None

- * Alderman Moylan reentered the meeting at 8:14 p.m.
- * Alderman Brookman reentered the meeting at 8:14 p.m.

**FACILITIES
REPLACEMENT**

Council Request: None

Resident Tom Lovestrand commented regarding the items proposed for 1460, 1488, and 1490 Miner St.

**WATER/SEWER
FUND**

Council Request: None

**CITY-OWNED
PARKING**

Council Request: None

**METRA-LEASED
PARKING**

Council Request: None

**RISK
MANAGEMENT**

Council Request: None

HEALTH BENEFITS

Council Request: None

PUBLIC COMMENT

Resident Deb Lester commented regarding the salary increase considerations under the City Manager.

- * Alderman Walsten left the meeting at 8:24 p.m.

ADJOURNMENT

Moved by Brookman, seconded by Smith to adjourn the meeting. The meeting adjourned at 8:26 p.m.

Jessica M. Mastalski, City Clerk

APPROVED BY ME THIS _____
DAY OF _____, 2022

Andrew Goczkowski, MAYOR

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, NOVEMBER 6, 2023

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 6:01 p.m. in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Monday, November 6, 2023.

ROLL CALL

Roll call indicated the following Aldermen present: Lysakowski, Oskerka, Sayad, Walsten, Charewicz. Absent: Moylan, Brookman, Smith. A quorum was present.

CLOSED SESSION

Moved by Sayad, seconded by Walsten, to convene into Closed Session under the following sections of the Open Meetings Act – Probable or Imminent Litigation, Personnel, Sale of Property, Purchase or Lease of Property, Ongoing or Pending Litigation, and Collective Bargaining.

Upon roll call, the vote was:

AYES: 5 - Lysakowski, Oskerka, Sayad,
Walsten, Charewicz

NAYS: 0 - None

ABSENT: 3 - Moylan, Brookman, Smith

Motion declared unanimously carried.

The City Council recessed at 6:02 p.m.

The City Council reconvened at 7:00 p.m.

Roll call indicated the following Alderman present: Lysakowski, Moylan, Oskerka, Sayad, Brookman, Walsten, Charewicz. Absent: Smith. A quorum was present.

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

PRAYER AND PLEDGE

The prayer and the Pledge of Allegiance to the Flag of the United States of America were offered by Alderman Oskerka.

PROCLAMATION

City Clerk Mastalski read a proclamation by Mayor Goczkowski declaring the 11th of November as Veterans Day.

Mayor Goczkowski presented the proclamation to the members of the American Legion Post 36.

City Clerk Mastalski read a proclamation by Mayor Goczkowski declaring the week of November 11-18 as National Hunger and Homelessness Awareness Week.

PUBLIC COMMENT

Resident Robert Flynn spoke regarding Bike Walk Des Plaines, previous projects, and future funding for bike friendly projects.

An individual came to give information regarding the organization, Be Smart, which campaigns for firearm safety.

A local business owner inquired about the use of the McDonald's property and the neighboring properties for compensatory water storage.

A resident asked the City to provide further support for the migrants.

**ALDERMAN
ANNOUNCEMENTS**

Alderman Oskerka mentioned upcoming events – Turkey Trot, Holiday Tree lighting, and the Winter Fair.

Alderman Sayad mentioned the Foxtail on the Lake had a ribbon cutting last week.

Alderman Brookman also mentioned Foxtail on the Lake had their Grand Opening

CONSENT AGENDA

Moved by Brookman, seconded by Oskerka, to Establish the Consent Agenda.

Upon voice vote, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Sayad,
Brookman, Walsten, Charewicz

NAYS: 0 - None

ABSENT: 1 - Smith

Motion declared carried.

Moved by Walsten, seconded by Charewicz, to Approve the Consent Agenda.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Sayad,
Brookman, Walsten, Charewicz

NAYS: 0 - None

ABSENT: 1 - Smith

Motion declared carried.

Minutes were approved; Ordinance M-17-23, M-18-23 were approved; Resolutions R-188-23, R-189-23, R-190-23, R-191-23, R-192-23, R-193-23, R-194-23, R-195-23, R-196-23, R-197-23, R-199-23, R-200-23, R-201-23, R-202-23, R-203-23, R-204-23, R-207-23 were adopted.

**PROVIDE FOR THE
ABATE OF 2022 TAX
LEVY/ 2018 GEN OBL
RFD BONDS**
Consent Agenda

Moved by Walsten, seconded by Charewicz, to Approve First Reading of Ordinance M-17-23, AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2022 TAX LEVY FOR THE 2018 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2018. Motion declared carried as approved unanimously under Consent Agenda.

**Ordinance
M-17-23**

**LEVY TAXES/ SPEC
SVC AREA NO 15**
Consent Agenda

Moved by Walsten, seconded by Charewicz, to Approve First Reading of Ordinance M-18-23, AN ORDINANCE LEVYING TAXES FOR SPECIAL SERVICE AREA NO. 15 OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS. Motion declared carried as approved unanimously under Consent Agenda.

**Ordinance
M-18-23**

**APPROVE CHG ORD
NO 1/ LIB WALL
FACADE REHAB/
OTTO BAUM CO**
Consent Agenda

Moved by Walsten, seconded by Charewicz, to Approve Resolution R-188-23, A RESOLUTION APPROVING CHANGE ORDER NO. 1 WITH OTTO BAUM COMPANY, INC. FOR THE FACADE REHABILITATION PROGRAM FOR THE DES PLAINES PUBLIC LIBRARY SOUTH WALL. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-188-23**

**APPROVE AGRMT/
PURCH OF FUEL/
WARREN OIL**
Consent Agenda

Moved by Walsten, seconded by Charewicz, to Approve Resolution R-189-23, A RESOLUTION APPROVING AN AGREEMENT WITH AL WARREN OIL COMPANY, INC. FOR THE PURCHASE OF GASOLINE AND DIESEL FUEL. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-189-23

**APPROVE REINS/
BUS REG/ PSYCHIC
STUDIO**
Consent Agenda

Moved by Walsten, seconded by Charewicz, to Approve Resolution R-190-23, A RESOLUTION AUTHORIZING THE REINSTATEMENT OF A BUSINESS REGISTRATION FOR THE PSYCHIC STUDIO (656 W. ALGONQUIN ROAD). Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-190-23

**APPROVE CONT/
PURCH OF AGG
MATLS DISPOSAL
SVCS/ BERGER**
Consent Agenda

Moved by Walsten, seconded by Charewicz, to Approve Resolution R-191-23, A RESOLUTION APPROVING A CONTRACT WITH BERGER EXCAVATING CONTRACTORS, INC. FOR THE PURCHASE OF AGGREGATE MATERIALS AND SPOILS DISPOSAL SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-191-23

**APPROVE & RATIFY
EXPEND OF FUNDS/
EMERG PURCH OF
WTR MAIN MATLS/
CORE & MAIN**
Consent Agenda

Moved by Walsten, seconded by Charewicz, to Approve Resolution R-192-23, A RESOLUTION APPROVING AND RATIFYING AN EXPENDITURE OF FUNDS TO CORE & MAIN, LP FOR THE EMERGENCY PURCHASE OF WATER MAIN MATERIALS. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-192-23

**APPROVE & RATIFY
EXPEND OF FUNDS/
EMERG WTR MAIN
REP SVCS/ MQ
CONSTR**
Consent Agenda

Moved by Walsten, seconded by Charewicz, to Approve Resolution R-193-23, A RESOLUTION APPROVING AND RATIFYING THE EXPENDITURE OF FUNDS FOR EMERGENCY WATER MAIN REPAIR SERVICES FROM MQ CONSTRUCTION COMPANY. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-193-23

**APPROVE CHG ORD
NO 2/ ADD AGGE
MATLS & DISPOSAL/
JOHN NERI**
Consent Agenda

Moved by Walsten, seconded by Charewicz, to Approve Resolution R-194-23, A RESOLUTION APPROVING CHANGE ORDER NO. 2 TO THE CONTRACT WITH JOHN NERI CONSTRUCTION CO., INC. FOR ADDITIONAL AGGREGATE MATERIALS AND SPOILS DISPOSAL. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-194-23

**APPROVE MSTR
CONT/ PROF ENG
SVCS & TSK ORD NO
1/ RITTER GIS**
Consent Agenda

Moved by Walsten, seconded by Charewicz, to Approve Resolution R-195-23, A RESOLUTION APPROVING A MASTER CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES AND TASK ORDER NO. 1 UNDER THE MASTER CONTRACT FOR ENTERPRISE ASSET MANAGEMENT SYSTEM IMPLEMENTATION WITH RITTER GIS. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-195-23

**APPROVE PURCH &
IMPL/ SW/ AZTECA**
Consent Agenda

Moved by Walsten, seconded by Charewicz, to Approve Resolution R-196-23, A RESOLUTION APPROVING THE PURCHASE AND IMPLEMENTATION OF TRIMBLE-CITYWORKS ASSET MANAGEMENT SOFTWARE FROM AZTECA SYSTEMS, LLC. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-196-23

**APPROVE TSK ORD
5/ PROF ENG
DESIGN/ TROTTER**
Consent Agenda

Moved by Walsten, seconded by Charewicz, to Approve Resolution R-197-23, A RESOLUTION APPROVING TASK ORDER NO. 5 WITH TROTTER AND ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING DESIGN SERVICES IN CONNETION WITH 2024 WATER MAIN IMPROVEMENTS. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-197-23

**APPROVE PURCH/
PROT EQUIP/
DINGES**
Consent Agenda

Moved by Walsten, seconded by Charewicz, to Approve Resolution R-199-23, A RESOLUTION APPROVING THE PURCHASE OF PERSONAL PROTECTIVE EQUIPMENT FOR FIREFIGHTERS FROM DINGES FIRE EQUIPMENT. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-199-23

**APPROVE AGRMT/
RAND RD IMP/ IDOT**
Consent Agenda

Moved by Walsten, seconded by Charewicz, to Approve Resolution R-200-23, A RESOLUTION APPROVING AN AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR RAND ROAD IMPROVEMENTS OVER THE DES PLAINES RIVER. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-200-23

**APPROVE STMT OF
WORK/ GEO INFO
SYS SUPP SVCS/ GIS
PARTNERS**
Consent Agenda

Moved by Walsten, seconded by Charewicz, to Approve Resolution R-201-23, A RESOLUTION APPROVING A STATEMENT OF WORK UNDER THE AGREEMENT WITH GIS PARTNERS, INC. FOR GEOGRAPHIC INFORMATION SYSTEM SUPPORT SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-201-23

**APPROVE MSTR
CONT/ CONSTR
SVCS/ BERGER**
Consent Agenda

Moved by Walsten, seconded by Charewicz, to Approve Resolution R-202-23, A RESOLUTION APPROVING A MASTER CONTRACT WITH BERGER EXCAVATING CONTRACTORS, INC. FOR CONSTRUCTION SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-202-23

**APPROVE MSTR
CONT/ CONSTR
SVCS/ JOHN NERI**
Consent Agenda

Moved by Walsten, seconded by Charewicz, to Approve Resolution R-203-23, A RESOLUTION APPROVING A MASTER CONTRACT WITH JOHN NERI CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-203-23**

**APPROVE MSTR
CONT/ CONSTR
SVCS/ M.Q. CONSTR**
Consent Agenda

Moved by Walsten, seconded by Charewicz, to Approve Resolution R-204-23, A RESOLUTION APPROVING A MASTER CONTRACT WITH M.Q. CONSTRUCTION COMPANY FOR CONSTRUCTION SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-204-23**

**RESCIND R-143-23 &
ANNUL AWARD 2023
SIGN RPL PROG
CONT**

Moved by Walsten, seconded by Charewicz, to Approve Resolution R-207-23, A RESOLUTION RESCINDING RESOLUTION NO. R-143-23 AND ANNULING THE AWARD OF THE 2023 SIGN REPLACEMENT PROGRAM CONTRACT. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-207-23**

**APPROVE
MINUTES**
Consent Agenda

Moved by Walsten, seconded by Charewicz, to Approve the Minutes of the City Council meeting of October 16, 2023, as published. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE
MINUTES**
Consent Agenda

Moved by Walsten, seconded by Charewicz, to Approve the Minutes of the Special Meeting of the City Council – 2024 Budget Hearing #1 of October 12, 2023, as published. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE
MINUTES**
Consent Agenda

Moved by Walsten, seconded by Charewicz, to Approve the Minutes of the Closed Session Meeting of the City Council – 2024 Budget Hearing #1 of October 12, 2023, as published. Motion declared carried as approved unanimously under Consent Agenda.

**UNFINISHED
BUSINESS**

**APPROVE, ACCEPT,
& AUTH FINAL
STREETSCAPE
REIMB FOR 1425
ELLINWOOD ST**
Resolution
R-181-23

Director of Public Works and Engineering Oakley reviewed a memorandum dated October 26, 2023.

1425 Ellinwood, LLC is requesting (i) approval and acceptance by the City of the public improvements for the Bayview-Compasspoint (aka Welkin Apartments) development (ii) final reduction of the required subdivision improvement security; (iii) a final \$10,000 reimbursement payment for Graceland Avenue streetscape improvements pursuant to the RDA; and (iv) release of the remaining balance of the Parking Lot Restoration Deposit.

During the October 16, 2023 City Council meeting this item was deferred because several additional punch list items were given to the Developer for completion. The Public Works and Engineering Department has reviewed the Developer's request, inspected the Development, and concurs that the securities can be reduced and released and the public improvements accepted once the additional punch list items noted at the October 16, 2023 meeting were completed. The public improvements have included sanitary sewer, water

main, storm sewer, catch basins, paving, grading and erosion control, lighting, landscaping and streetscaping.

Moved by Moylan, seconded by Oskerka, to Approve Resolution R-181-23, A RESOLUTION APPROVING AND ACCEPTING THE PUBLIC IMPROVEMENTS, APPROVING THE RELEASE OF THE REMAINING PERFORMANCE SECURITY AND PARKING LOT RESTORATION DEPOSIT, AND AUTHORIZING THE FINAL STREETScape REIMBURSEMENT PAYMENT FOR THE BAYVIEW COMPASSPOINT MIXED-USE DEVELOPMENT AT 1425 ELLINWOOD STREET (WELKIN APARTMENTS).

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Sayad, Brookman, Walsten, Charewicz

NAYS: 0 - None

ABSENT: 1 - Smith

Motion declared carried.

NEW BUSINESS

FINANCE & ADMINISTRATION – Alderman Sayad, Chair

WARRANT REGISTER

Resolution R-205-23

Alderman Sayad presented the Warrant Register.

Moved by Sayad, seconded by Oskerka, to Approve the Warrant Register of November 6, 2023, in the Amount of \$6,507,628.16 and Approve Resolution R-205-23.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Sayad, Brookman, Walsten, Charewicz

NAYS: 0 - None

ABSENT: 1 - Smith

Motion declared carried.

2023 ESTIMATED PROPERTY TAX LEVY

Resolution R-206-23

Assistant City Manager/Director of Finance Wisniewski reviewed a memorandum dated October 20, 2023.

The Illinois Truth in Taxation Act (ITTA) requires the City to provide notice and conduct a public hearing if the proposed aggregate levy is 5% or more than the previous year’s property tax extension. Under the ITTA, the City would be prohibited from levying any amount greater than 5% of the previous year’s property tax extension if failed to comply with this specific notice and hearing provisions.

The first step in complying with the requirements of the ITTA is to determine whether the 2023 estimated aggregate levy is 5% or more than the 2022 property tax extension. Since the 2023 estimated aggregate levy is below the 5% of the 2022 property tax extension (-0.58% decrease), the City is not required to publish a legal notice and hold a public hearing. However, staffs recommend publishing a legal notice and holding a public hearing.

The schedule of the key dates and actions that must be observed in order to facilitate the review and approval of the 2023 property tax levy is: November 6 - Approval of the 2023 Proposed Property Tax Levy Resolution and Public Notice, November 6-13 - Publication of Property Tax Levy Public Hearing Legal Notice in local newspaper, November 20 - Public Hearing on the Property Tax Levy Ordinance 1st Reading of the Property Tax Levy Ordinance, December 4 - 2nd Reading and Approval of the Property Tax Levy Ordinance, December 26 - Last day to file the Tax Levy Ordinance with the Cook County Clerk’s Office.

The hearing for the 2023 estimated property tax levy is scheduled for Monday, November 20, 2023, at 7:00pm (at the beginning of the regularly scheduled City Council meeting).

Moved by Sayad, seconded by Lysakowski, to Approve Resolution R-206-23, A RESOLUTION ESTIMATING THE AMOUNT OF FUNDS NECESSARY TO BE RAISED THROUGH TAXATION UPON THE TAXABLE PROPERTY WITHIN THE CITY.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Sayad, Brookman, Walsten, Charewicz

NAYS: 0 - None

ABSENT: 1 - Smith

Motion declared carried.

COMMUNITY DEVELOPMENT – Alderman Moylan, Chair

CONSIDER
APPROVING COND
USE PERMIT FOR
AUTO SVC REPAIR
USE AT 607 E.
OAKTON ST
Ordinance
Z-31-23

Assistant Director of Community & Economic Development Johnson reviewed a memorandum dated October 26, 2023.

Petitioner Mykola Tsakhniv has requested a Conditional Use Permit to operate an auto service repair facility, BOGO Shop, at 607 E. Oakton Street. The subject property contains a stand-alone building with a surface parking area. The subject property is located on the southeast corner of Oakton Street and Wolf Road and is accessed by four existing curb cuts, two each from Oakton Street and Wolf Road. The subject property is located within the C-3, General Commercial district and auto service repair requires a conditional use permit in the C-3 zoning district.

The existing one-story, 2,437-square foot building is made up of three service bays, 120-square feet of office space, restroom, utility rooms, and storage spaces. While the petitioner is not proposing a change to the size or location of the building, the proposal includes adjustments to the existing floor plan:

- Repurpose the existing front office space into a customer lobby area;
- Repurpose the existing front storage area into an office;
- Expand the existing restroom space; and
- Repurpose the existing rear utility room as a parts assembly area.

The existing structure is comprised of a mixture of board and batten siding and concrete masonry units. The petitioner does not propose to replace the existing materials but rather repaint all exterior building mater

Pursuant to Section 12-9-7 of the Des Plaines Zoning Ordinance, auto service repair facilities are required to provide two parking spaces per service bay and one space for every 200 square feet of accessory retail. Thus, a total of seven off-street parking spaces are required including one handicap accessible parking space. They propose 15 total parking spaces on the property, including a handicap accessible space. There are currently four access points on the subject property, two are in close proximity to the Oakton/Wolf intersection. Public Works and Engineering (PWE) staff have recommended that these two curb cuts be removed and replaced with turf and curb to minimize vehicle/pedestrian interactions and traffic cutting through the subject property. However, the proposal does not include the removal of any curb cuts. Instead, it includes the closing off of the westernmost curb cut off Oakton Street and northernmost curb cut off Wolf Road with the addition of two planter boxes in front of each entrance. A proposed condition of approval is that the landscape boxes need to be located within the property line.

The existing pavement in the parking area is in disrepair. As such, the petitioner intends to either replace, repair, or sealcoat portions of the parking area and restripe parking spaces.

The existing property is void of any landscaping. However, the petitioner's proposal includes (i) the installation of a landscaped area with curb at the northwest corner of the property and (ii) the addition of four planter boxes— two located in front of the westernmost curb cut off Oakton Street and two located in front of the northernmost curb cut off Wolf Road. A proposed condition of approval is that the landscaper boxes need to be located within the property line.

The Comprehensive Plan seeks to encourage and actively pursue beautification opportunities and efforts, including the installation of landscaping, street furniture, lighting, and other amenities, to establish a more attractive environment and achieve stronger corridor identity in Des Plaines. Due to the small lot and prominent location, conditions are being recommended by staff to enhance the property and minimize any visual impacts. While the proposal includes the addition of some landscaping, staff has added a condition requiring a minimum five-foot-landscape bed around the perimeter of the north row of six parking spaces and along the entire west property line maintaining the access through the southernmost curb cut off Wolf Road to provide a more pronounced buffer between the streets, building, and parking areas.

A dumpster will be located behind the building within a fenced in area. Staff has added a condition that the dumpster is located within an enclosure in compliance with Section 12-10-11 of the Des Plaines Zoning Ordinance.

Business Operations BOGO Shop will be open 7:00 a.m. to 6:00 p.m. Monday through Friday, 9 a.m. to 1 p.m. on Saturdays and closed on Sundays. Their services will include: (i) engine diagnostics and repairs; (ii) brake system inspections and repairs; (iii) suspension and steering repairs; (iv) transmissions maintenance and repairs; (v) AC and heating system servicing; (vi) electrical system diagnostics and repairs; and (vii) routine maintenance (e.g., oil changes, tire rotations, etc.). A maximum of four employees will be present on site at a given time. Proposed conditions of approval related to business operations include providing a dedicated area for used tires and a tire disposal contract provided with the business registration, if applicable to business operations. Another condition of approval limits use of the existing waste oil tank until proper approvals are received from local, state, or federal entities

The PZB voted 5-0 to recommend that the City Council approve the new conditional use for the auto service repair use with staff recommended conditions Nos. 1-2, 4-7, and 9-10 as written and with the following revisions to staff recommended conditions Nos. 3, 8, and 11:

- Condition No. 3: All planter boxes shall be at least 12 inches high and 12 inches wide and shall be filled and maintained with live plantings. Planter boxes and any other landscaping improvements must be located within the property line, and the planters shall be of precast concrete or masonry construction.
- Condition No. 8: That the Site/Landscaping Plan drawing shall be updated so as to provide the dumpster enclosure location and details, and show the addition of the perimeter landscape areas between the parking area and the public sidewalk, unless and until IDOT allows placement of the planters on the aprons. The revised Site/Landscape Plan drawings shall be resubmitted to staff within 60 days of City Council approval.
- Condition No. 11: The existing waste oil tank on site shall not be used until it receives applicable local, state, or federal approvals.

Should the City Council vote to approve the Conditional Use request, staff and the PZB recommend the following conditions:

1. The parking area must be repaved with a dust-free hard surface and the parking spaces must be painted on the Subject Property as shown on the Site Plan. A revised parking striping plan may be approved by the Community and Economic Development Department if the revised plans meet the requirements of Section 12-9-6 of the Zoning Ordinance and Site Plan Review standards pursuant to Section 12-3- 2.B of the Zoning Ordinance.
2. A minimum five-foot wide perimeter landscape area must be installed along the perimeter of the north parking area and the west property line as shown on the Site Plan in compliance with Section 12-10- 8.B of the Zoning Ordinance.
3. All planter boxes must be at least 12 inches high and 12 inches wide, made of precast concrete or masonry construction, and filled and maintained with live plantings. The planter boxes shall be installed completely on the Subject Property, unless and until IDOT allows placement of the planters on the aprons.
4. The dumpster located on the Subject Property must be screened on all sides by a solid wood or masonry fence with a height of not less than six feet but not more than eight feet in compliance with Section 12-10-11 of the Zoning Ordinance.
5. Damaged or inoperable vehicles may not be parked or stored outside the Subject Property for more than fourteen consecutive days. No vehicles may be stored within the drive aisles at any time.
6. Only three service bays are allowed to be used on the Subject Property while this Conditional Use is valid.
7. No auto body related activities are permitted on the Subject Property unless this Ordinance and the Conditional Use Permit is amended by the City Council. The sale and display of motor vehicles is not permitted on the Subject Property at any time.
8. The Site Plan and Landscape Plan shall be updated to show the location and details of the following to be installed completely on the Subject Property: (i) required dumpster enclosure, (ii) fence, and (iii) landscaping installations including the planter boxes and required perimeter landscape areas between the parking area and the public sidewalk. The Site Plan and Landscape Plan must be submitted to City staff within 60 days of the adoption of this Ordinance.
9. An eight-foot tall solid wood, vinyl, or masonry fence must be installed along the south lot line in compliance with Section 12-10-9.C of the Zoning Ordinance.
10. Used tires may only be stored inside the building, a dumpster, a fully fenced enclosure, or a permitted accessory structure. A contract with a tire disposal company or an affidavit must be signed attesting that no used tires will be stored on site must be provided to Community and Economic Development staff prior to issuance of a business registration.
11. The existing waste oil tank on the Subject Property may not be used until it receives applicable local, state, or federal approvals.

Moved by Brookman, seconded by Walsten, to Approve First Reading of Ordinance Z-23-23, AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR AN AUTO SERVICE REPAIR USE AT 607 E. OAKTON STREET, DES PLAINES, ILLINOIS (Case #23-055- CU).

Upon voice vote, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Sayad,
Brookman, Walsten, Charewicz

NAYS: 0 - None

ABSENT: 1 - Smith

Motion declared carried.

CONSIDER
SUPPORTING AND
CONSENTING TO
RENEWAL OF CLASS
6B CLASS FOR 2001 S.
MOUNT PROSPECT
RD
Resolution
R-185-23

Assistant Director of Community & Economic Development Johnson reviewed a memorandum dated October 19, 2023.

Applicant Edinburgh Logistics Assets LLC is the owner of 2001 South Mount Prospect Road and is requesting renewal of a Cook County Property Tax Class 6b incentive.

The subject property is approximately 8.2 acres and contains a 166,956-square-foot building constructed in 1971. The initial incentive reduced the assessment level from the typical 25 percent to 10 percent for 10 years. The assessment is in its twelfth year, so it is at the 20 percent assessment level. The applicant has one business that occupies the subject property. Warehouse Direct Workplace Solutions (also known as Warehouse Direct) utilizes the facility as its main headquarters. Warehouse Direct sells workplace supplies, services, and equipment. Major services include office supplies, furniture and interior design, print and promotional marketing, and site surveys. Currently Warehouse Direct employs 185 employees. The City’s policy for supporting 6b renewals is that there should be a 33 percent increase in the number of full-time employees. Warehouse Direct has requested an employment waiver because they cannot guarantee the 33 percent increase in the jobs (or approximately 61 additional employees). They do, however, state that they are currently hiring full-time positions and do have plans to attempt to hire between 25-100 full-time employees throughout the lifespan of the incentive.

If the renewal is granted the applicant pledges approximately \$2.1 million in physical improvements to the property, which include \$10,000 to replace the Fire Alarm, \$98,000 to replace the windows of the building, \$23,000 for overhead door and opening work, \$5,500 for exterior tuckpointing work, \$156,000 for electrical work, \$200,000 in flooring work throughout the building, and \$1.3 million to replace the roof. The total improvements meet the City’s standard 6b expectation of \$10 per square foot (\$12.45 per square foot).

Further, the applicant projects the incentive will lead to an additional approximately \$1.8 million in total property tax revenue – spread across all taxing bodies – over the life of the renewal. The projections are based on the pledged property improvements, as well as triennial reassessments of properties in Maine Township. The applicant is assuming that all other things being equal, taxes will climb with each reassessment. Further, the applicant asserts that unless the 6b is renewed, the reinvestment in the property or sustainability of the tenant business will not be viable.

Property Tax Scenarios Over the 12-Year Renewal Period

1. Estimated taxes with a 6b renewal, improvements, and continued full occupancy: \$6,088,510
2. Estimated taxes without 6b renewal, improvements, and full vacancy: \$4,240,159
3. Estimated taxes without a 6b renewal, but with improvements, and continued full occupancy: \$13,504,406

Moved by Brookman, seconded by Walsten, to Approve Resolution R-198-23, A RESOLUTION SUPPORTING AND CONSENTING TO RENEWAL OF CLASS 6b CLASSIFICATION FOR THE PROPERTY LOCATED AT 2001 SOUTH MOUNT PROSPECT ROAD.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Sayad.
Brookman, Walsten, Charewicz

NAYS: 0 - None

ABSENT: 1 - Smith

Motion declared carried.

PUBLIC SAFETY – Alderman Oskerka, Chair

**CONSIDER
APPROVING
AMENDMENTS TO
THE RULES AND
REGULATIONS OF
THE BOARD OF FIRE
AND POLICE
COMMISSIONERS**

**Resolution
R-178-23**

The City Council, at its November 15, 2021, meeting, adopted Ordinance M-14-21 which made amendments to Chapter 6 of Title 2 of the City Code concerning the Board of Fire and Police Commissioners. The amendments included but were not limited to the City Council having authority to approve the adoption of rules and regulations of the Board. As is standard practice, the Board periodically completes a thorough review of the Rules and Regulations to review their compliance with State of Illinois Statute and if not, understand what home-rule authority may be exercised in those circumstances.

At the Regular Meeting of the Board of Fire and Police Commissioners held on September 11, 2023, the Amended Board of Fire & Police Commission Rules and Regulations were unanimously approved. Attorney Jim Powers from Clark Baird Smith, collaborated with the Board on the recommended changes and a section-by-section legal commentary.

Staff recommends approval of Resolution R-178-23 amending the Rules and Regulations of the Board of Fire and Police Commissioners and Presented.

Michael Albrecht gave further explanation of the changes.

Resident Deb Lester spoke on her opinions of the Resolution.

Resident Jim Brookman spoke on her opinions of the Resolution.

Moved by Brookman to Table Resolution R-178-23, A RESOLUTION APPROVING AMENDMENTS TO THE RULES AND REGULATIONS OF THE BOARD OF FIRE AND POLICE COMMISSIONERS OF THE CITY OF DES PLAINES, ILLIOIS. No Second. No Vote.

Moved by Moylan, seconded by Sayad, to Approve Resolution R-178-23, A RESOLUTION APPROVING AMENDMENTS TO THE RULES AND REGULATIONS OF THE BOARD OF FIRE AND POLICE COMMISSIONERS OF THE CITY OF DES PLAINES, ILLIOIS.

Upon roll call, the vote was:

AYES: 5 - Lysakowski, Moylan, Oskerka,
Sayad, Walsten, Charewicz

NAYS: 1 - Brookman

ABSENT: 1 - Smith

Motion declared carried.

**CONSIDER
APPROVING AN IGA
FOR DISPATCH
SERVICES WITH
COOK COUNTY AND
THE COOK COUNTY
SHERIFF'S OFFICE**

**Resolution
R-208-23**

Police Chief Anderson reviewed a memorandum dated November 6, 2023.

In 2021, staff were directed by City Council to explore alternative 911 dispatch options that would bring fire and police dispatching back together and eliminate the 911 call transfer between police and fire dispatch centers. Staff have identified the Cook County Sheriff's Police 911 Center as an alternative for police 911 call taking and dispatch services.

For more than 20 years, the (DPECC) provided 911 call taking and dispatch services for Des Plaines, Park Ridge, Niles, and Morton Grove. Due to the high cost of managing a consolidated dispatch center, the City decided to close (DPECC) and directed staff to identify an alternative consolidated dispatch center that would provide joint fire and police dispatch services. Unfortunately, due to a variety of factors the City was not able to identify a partner for joint fire and police 911 call taking and dispatch services and decided to enter into agreements with the Village of Wheeling to provide 911 call taking and police dispatching and services and RED Center for fire dispatching services. Splitting fire and police

dispatching resulted in a call transfer from Wheeling to Red Center whenever a 911 call required fire response. State and Federal statute requires that all 911 calls be forwarded to a Public Safety Answering Point (PSAP). In this case, Wheeling was designated as the primary answering point and receives all initial 911 calls for the City. If fire response is needed, they then transfer the call to RED Center dispatchers who dispatch fire services.

In 2021 staff were directed by City Council to explore alternative 911 dispatch options that would bring fire and police dispatching back together and eliminate the call transfer between police and fire. Staff began working with Northwest Central Dispatch, a nearby consolidated dispatch center who initially expressed interest providing joint 911 dispatch services for both the City of Des Plaines and Wheeling. Due to the potential relocation of the Bears football team to Arlington Heights, Northwest Central Dispatch changed direction and only offered to provide dispatch services for Wheeling. Wheeling has indicated that they will be closing their dispatch center at the end of the current agreement with the City on December 31, 2024, and joining Northwest Central Dispatch. Staff approached a number of other consolidated dispatch centers but were not able to find an organization that met the needs of the City. The following are centers that were considered: DuPage Public Safety Communications, Addison Consolidated Dispatch, Glenview Public Safety, West Suburban Communications Center, and Village of Skokie.

As an alternative, staff made contact with the Cook County Sheriff's Police 911 Center, who operate a large 911 dispatch center at 9511 W. Harrison, in unincorporated Des Plaines. The Cook County 911 Center provides best practice police 911 call taking services for 19 police agencies located within the borders of Cook County but does not provide fire 911 call taking services and dispatch services for any of their member communities.

Staff inquired if the Cook County 911 center would consider providing fire dispatching services for the City. Staff from Cook County indicated that they did not have the infrastructure or staffing to begin providing fire dispatch services but did offer to provide two additional options that would help mitigate challenges when 911 calls were transferred to RED Center. Cook County has begun utilizing active 911, which allows RED Center dispatchers to monitor fire related 911 calls in real time as they are received into the Cook County 911 Center before they are transferred. Monitoring the 911 calls in real time better prepares RED Center dispatchers when the call is transferred from Cook County and provides improved communication and a reduction in potential fire response delays. Staff from the Cook County 911 Center also committed to create a Computer Aided Dispatch (CAD) connection between the Cook County 911 Center which would allow Cook County dispatchers to directly forward a 911 call with its associated information directly into RED Center's dispatch console. This CAD to CAD connection is also expected to reduce challenges associated with traditional 911 call transfers.

The Cook County Sheriff's Police 911 Center provided the following cost proposal to the City. Year 1 – \$1,612,951.00 Year 2 – \$1,780,790.00 Year 3 – \$1,875,720.00 Year 4 – \$1,977,057.00 Year 5 – \$2,085,232.00

Annually, the City receives an average of \$1,100,000 in 911 surcharge funds, that can be used to offset approved 911 costs. If this agreement is approved, the Cook County Sheriff's Police 911 Center proposal allows for the City to apply 50% of our annual 911 surcharge money to offset our annual membership costs and the other 50% to support the infrastructure of the Cook County Center. Cook County will use these funds to cover radio upgrades (estimated value of \$974,095.94) and ongoing technology upgrades (estimated value of \$200,000) for the City.

Although staff were not able to identify a partner for consolidated police and fire services at this time, transitioning to the Cook County 911 Center does allow for better handling of the

911 call transfers to RED Center by integrating Active 911 and a CAD to CAD interface. Due to the impending closure of the Wheeling Dispatch Center, staff have limited time to make a police 911 call taking and dispatch transition to a new center.

Staff recommend approval of Resolution R-208-23.

Moved by Walsten, seconded by Brookman, to Approve Resolution R-208-23, A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR DISPATCH SERVICES WITH COOK COUNTY AND THE COOK COUNTY SHERIFF’S OFFICE.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Sayad,
Brookman, Walsten, Charewicz

NAYS: 0 - None

ABSENT: 1 - Smith

Motion declared carried.

ADJOURNMENT

Moved by Brookman, seconded by Sayad to adjourn the meeting. Upon voice vote, motion declared carried. The meeting adjourned at 8:44 p.m.

Jessica M. Mastalski – CITY CLERK

APPROVED BY ME THIS _____
DAY OF _____, 2023

Andrew Goczkowski, MAYOR



FINANCE DEPARTMENT

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

MEMORANDUM

Date: November 7, 2023
To: Michael G. Bartholomew, City Manager
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance
Subject: Resolution R-214-23, November 20, 2023, Warrant Register

Recommendation: I recommend that the City Council approve the November 20, 2023, Warrant Register Resolution R-214-23.

Warrant Register.....\$5,448,756.03

Estimated General Fund Balance
Balance as of 09/30/2023: \$29,909,443
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-214-23

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.

November 20, 2023

City of Des Plaines

Warrant Register 11/20/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fund: 100 - General Fund						
Elected Office						
Division: 110 - Legislative						
1	6000	Professional Services	8453 Raucci & Sullivan Strategies LLC	4258	Lobbyist Services - November 2023 - R-193-22	5,000.00
2	6015	Communication Services	1552 Verizon Wireless	9946783556	Communication Services 09/14-10/13/2023	385.70
Total 110 - Legislative					5,385.70	
Division: 120 - City Clerk						
3	6015	Communication Services	1552 Verizon Wireless	9946783556	Communication Services 09/14-10/13/2023	42.30
4	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8005237443	Shredding Services 10/06-10/27/2023	80.98
5	7500	Postage & Parcel	1041 Federal Express	8-253-83692	Shipping Charge to Chicago Title 09/06/2023	7.80
6	7500	Postage & Parcel	1041 Federal Express	8-260-18009	Shipping Charge to Chicago Title 09/13/2023	7.93
7	7500	Postage & Parcel	1041 Federal Express	8-274-96194	Shipping Charge to Chicago Title 09/27/2023	8.41
8	7500	Postage & Parcel	1041 Federal Express	8-289-97298	Shipping Charge to Chicago Title & Elrod Friedman 10/10/2023	8.41
9	7500	Postage & Parcel	1041 Federal Express	8-289-97298	Shipping Charge to Chicago Title & Elrod Friedman 10/10/2023	8.50
Total 120 - City Clerk					164.33	
Total 10 - Elected Office					5,550.03	
City Administration						
Division: 210 - City Manager						
10	6009	Legal Fees - Admin Hearings/Prosecutions	8958 Robbins DiMonte Ltd	258228	Prosecutorial Services - September 2023	6,149.00
11	6015	Communication Services	1552 Verizon Wireless	9946783556	Communication Services 09/14-10/13/2023	42.30
12	6110	Printing Services	1233 Press Tech Inc	51831	1,000 City of Des Plaines No. 10 Envelopes 10/25/2023	205.00
13	7000	Office Supplies	1644 Warehouse Direct Inc	5601267-0	2 Boxes of Copy Paper	99.98
Total 210 - City Manager					6,496.28	
Division: 230 - Information Technology						
14	6015	Communication Services	1552 Verizon Wireless	9946783556	Communication Services 09/14-10/13/2023	79.18
15	6015	Communication Services	1552 Verizon Wireless	9946783556	Communication Services 09/14-10/13/2023	339.57
16	6305	R&M Equipment	8399 Park Place Technologies LLC	PUSA1009011916-9	Server Maintenance Contract 12/01-12/31/2023	52.12
17	7005	Printer Supplies	1820 Datasource Ink	24144	13 Toner Cartridges for Various City Printers	2,211.00
18	7320	Equipment < \$5,000	1552 Verizon Wireless	9946783556	Communication Services 09/14-10/13/2023	113.72
Total 230 - Information Technology					2,795.59	

City of Des Plaines

Warrant Register 11/20/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Division: 240 - Media Services						
19	6015	Communication Services	1552 Verizon Wireless	9946783556	Communication Services 09/14-10/13/2023	247.51
20	6110	Printing Services	1106 Chromatech Printing Inc	9513/26463	CED Roofing Repair and Permit Guide Printing 9/26/23	383.00
21	6110	Printing Services	1106 Chromatech Printing Inc	9514/26467	Printing of 35 Proposed 2024 Budget Covers 9/25/23	161.00
Total 240 - Media Services					791.51	

Division: 250 - Human Resources						
22	6000	Professional Services	5812 GovHR USA LLC	1-10-23-639	Recruitment for Director of CED 09/25-10/20/2023	6,419.00
23	6000	Professional Services	8706 Clear Law Institute, LLC	14243	400 Online Workplace Harassment Training Sessions 2023	6,300.00
24	6015	Communication Services	1552 Verizon Wireless	9946783556	Communication Services 09/14-10/13/2023	101.13
25	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8005237443	Shredding Services 10/06-10/27/2023	80.98
Total 250 - Human Resources					12,901.11	

Total 20 - City Administration					22,984.49
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Department: 30 - Finance						
26	6015	Communication Services	1552 Verizon Wireless	9946783556	Communication Services 09/14-10/13/2023	144.26
27	6110	Printing Services	1233 Press Tech Inc	51802	500 Real Estate Transfer Stamps 10/26/2023	30.00
28	6110	Printing Services	1233 Press Tech Inc	51884	2K City Office #10 Window Envelopes 10/30/2023	404.00
29	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8005237443	Shredding Services 10/06-10/27/2023	80.98
Total 30 - Finance					659.24	

Community Development						
Division: 410 - Building & Code Enforcement						
30	6000	Professional Services	3337 HR Green Inc	168094	Building Inspection & Plan Review Services September 2023	5,424.52
31	6000	Professional Services	6315 B&F Construction Code Services Inc	18279	September 2023 Inspections	9,434.22
32	6000	Professional Services	5764 GovTempUSA LLC	4274214	Permit Tech Assistance - Clerical Weeks Ending 10/08 & 10/15	2,286.90
33	6000	Professional Services	6315 B&F Construction Code Services Inc	62967	Plan Review 10/17/2023 Project #1129402	225.00
34	6000	Professional Services	6315 B&F Construction Code Services Inc	62969	Plan Review 10/17/2023 Project #1129396	1,145.01
35	6000	Professional Services	6315 B&F Construction Code Services Inc	62971	Plan Review 10/17/2023 Project #1129392	895.01
36	6000	Professional Services	6315 B&F Construction Code Services Inc	62972	Plan Review 10/17/2023 Project #1129346	300.00
37	6000	Professional Services	6315 B&F Construction Code Services Inc	62973	Plan Review 10/17/2023 Project #1129309	225.00
38	6000	Professional Services	6315 B&F Construction Code Services Inc	63010	Plan Review 10/20/2023 Project #1129444	225.00

City of Des Plaines

Warrant Register 11/20/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
39	6000	Professional Services	6315 B&F Construction Code Services Inc	63017	Plan Review 10/23/2023 Project #1129404	384.91
40	6000	Professional Services	6315 B&F Construction Code Services Inc	63064	Plan Review 10/26/2023 Project #1129447	225.00
41	6015	Communication Services	1552 Verizon Wireless	9946783556	Communication Services 09/14-10/13/2023	758.85
42	6110	Printing Services	1233 Press Tech Inc	51859	1 Box of Business Cards 10/25/2023	30.00
43	7000	Office Supplies	1644 Warehouse Direct Inc	5596864-0	2 Boxes of Copy Paper & 2 Boxes of Notepads	267.65
44	7200	Other Supplies	1644 Warehouse Direct Inc	5596864-0	2 Boxes of Copy Paper & 2 Boxes of Notepads	62.12
45	7320	Equipment < \$5,000	1552 Verizon Wireless	9946783556	Communication Services 09/14-10/13/2023	1,949.97
Total 410 - Building & Code Enforcement					23,839.16	

Division: 420 - Planning & Zoning						
46	6015	Communication Services	1552 Verizon Wireless	9946783556	Communication Services 09/14-10/13/2023	42.30
47	6110	Printing Services	1233 Press Tech Inc	51807	1 Box of Business Cards 10/26/2023	30.00
48	7000	Office Supplies	1644 Warehouse Direct Inc	5594190-0	Planner, Pens, Appointment Book, Calendar Refills, Calendar, Etc.	372.61
Total 420 - Planning & Zoning					444.91	

Division: 430 - Economic Development						
49	6015	Communication Services	1552 Verizon Wireless	9946783556	Communication Services 09/14-10/13/2023	42.30
50	6108	Public Relations & Communications	8949 Good Karma Broadcasting, LLC	507772-1	Radio Advertising on ESPN Chicago to Run 11/20-12/10/23	7,830.00
Total 430 - Economic Development					7,872.30	

Total 40 - Community Development					32,156.37
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Public Works & Engineering						
Division: 100 - Administration						
51	6015	Communication Services	1552 Verizon Wireless	9946783556	Communication Services 09/14-10/13/2023	80.03
52	6300	R&M Software	8581 Davey Resource Group	9000008568	TreeKeeper Software Renewal - 11/01/2023-10/31/2024	2,500.00
Total 100 - Administration					2,580.03	

Division: 510 - Engineering						
53	6015	Communication Services	1552 Verizon Wireless	9946783556	Communication Services 09/14-10/13/2023	162.91
Total 510 - Engineering					162.91	

Division: 520 - Geographic Information Systems						
54	6195	Miscellaneous Contractual Services	1060 Municipal GIS Partners Inc	6560	R-205-22 Geographic Information System Support 10/01-10/31/2023	18,540.00
Total 520 - Geographic Information Systems					18,540.00	

City of Des Plaines

Warrant Register 11/20/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Division: 530 - Street Maintenance					
55	5335	Travel Expenses	2494 IL State Toll Highway Authority (IPASS)	G125000006044 Toll Fees - 10/01/2020-12/31/2020	65.60
56	5335	Travel Expenses	2494 IL State Toll Highway Authority (IPASS)	G127000005885 Toll Fees - 01/012022-03/31/2022	28.18
57	6015	Communication Services	1552 Verizon Wireless	9946783556 Communication Services 09/14-10/13/2023	284.54
58	6040	Waste Hauling & Debris Removal	1328 John Neri Construction Company Inc	101923 Aggregate Materials Spoils Disposal - 10/06/2023, R-175-20	920.00
59	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	129085 10 Loads Broken Concrete Disposal - 10/136040/2023	975.00
60	6135	Rentals	1484 Thompson Rental Station Inc	609546-3 Pavement Saw Rental - 10/20/2023	421.58
61	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	40085 Emergency Tree Removal - 10/14/2023, R-143-22	2,288.66
62	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	40086 Parkway Tree Removals - 08/24/2023, R-143-22	26,273.14
63	6195	Miscellaneous Contractual Services	7409 Aquamist Plumbing & Lawn Sprinkling Co Inc	123352 Irrigation Winterization - Northwest Hwy - 10/10/2023	600.00
64	6195	Miscellaneous Contractual Services	1086 Arrow Road Construction Company	2023-CIP-MFT-P6 R-88-23 CIP MFT 23-00228-00-RS - Street Imp. 9/27-10/28/23	14,000.00
65	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	269003 Renovate Cul-de-sac - Millers - 10/19/2023	2,425.00
66	6195	Miscellaneous Contractual Services	2016 Signarama	44169 50 No Parking Leaf Season Signs 10/04/2023 - PW	535.00
67	6195	Miscellaneous Contractual Services	1367 Meade Inc	706339 EVP Repair - Golf/Oakton - 10/12/2023	541.00
68	6195	Miscellaneous Contractual Services	1367 Meade Inc	706340 EVP Repair - Central/Oakton - 10/12/2023	541.00
69	6325	R&M Street Lights	1044 H&H Electric Co	42207 Streetlight Repairs - Various - 08/22/2023, R-29-22	1,080.85
70	6325	R&M Street Lights	1044 H&H Electric Co	42208 Streetlight Repairs - Various - 08/30/2023, R-29-22	830.18
71	7000	Office Supplies	1644 Warehouse Direct Inc	5597023-0 Rubber Bands, Tape, Notebook, Paper, Planner	16.44
72	7000	Office Supplies	1644 Warehouse Direct Inc	5597023-1 Rubber Bands & Planner	37.72
73	7020	Supplies - Safety	4093 White Cap LP	50024105231 Rain Gear	279.96
74	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	23578 Organizers, Tapcon, Level, Hook, Nut Driver, Gear Ties	155.03
75	7035	Supplies - Equipment R&M	1520 Russo Power Equipment	SPI20395891 Sprayer	139.99
76	7050	Supplies - Streetscape	2313 City Electric Supply Company (CES)	DEP/066585 Electric Box - Metro Square	55.59
77	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	S1-10099908-01 2 Trees - Fall Planting - 10/23/2023	490.00
78	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10511235 2.0 Cu Yds Mulch & Sod Cutter - 10/24/2023	121.90
79	7055	Supplies - Street R&M	1732 Traffic Control & Protection Inc	115454 12 Yellow Delineators	976.20

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
80	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	128467	35.14 Tons Asphalt - Main Break Restorations - 10/04/2023	2,319.24
81	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	129145	31.15 Tons Asphalt - Main Break Restorations - 10/16/2023	2,087.05
82	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	129259	20.42 Tons Asphalt - Main Break Restorations - 10/17/2023	1,368.14
83	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	129386	22.66 Tons Asphalt - Main Break Restorations - 10/19/2023	1,518.22
84	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	129490	22.83 Tons Asphalt - Main Break Restorations - 10/19/2023	1,506.78
85	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	129621	20.06 Tons Asphalt - Main Break Restorations - 10/20/2023	1,323.96
86	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	129797	19.60 Tons Asphalt - Main Break Restorations - 10/23/2023	1,293.60
87	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	129988	8.50 Tons Asphalt - Main Break Restorations - 10/25/2023	561.00
88	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	130181	33.26 Tons Asphalt - Main Break Restorations - 10/27/2023	2,228.42
89	7200	Other Supplies	1057 Menard Incorporated	24626	Cable Ties, Ribbons, Tape, Adapters, Etc.	193.29
Total 530 - Street Maintenance					68,482.26	

Division: 535 - Facilities & Grounds Maintenance

90	5335	Travel Expenses	2494 IL State Toll Highway Authority (IPASS)	G125000006044	Toll Fees - 10/01/2020-12/31/2020	65.60
91	5335	Travel Expenses	2494 IL State Toll Highway Authority (IPASS)	G127000005885	Toll Fees - 01/012022-03/31/2022	28.18
92	6000	Professional Services	7661 FGM Architects Inc	23-3817.01-1-A	Task Order #18 - Media Studio Renovation Design 05/31-09/29/2023	10,500.00
93	6000	Professional Services	7661 FGM Architects Inc	23-3817.01-1-B	Task Order #7: MEP for Media Studio 05/31-09/29/2023 R-214-22	14,000.00
94	6015	Communication Services	1552 Verizon Wireless	9946783556	Communication Services 09/14-10/13/2023	217.64
95	6145	Custodial Services	8073 Crystal Maintenance Services Corporation	31380	Custodial Services - 7 Buildings - November 2023, R-156-22	8,240.00
96	6195	Miscellaneous Contractual Services	7146 JOS Services Inc	11293	7 Backflow Tests - 10/24/2023	1,200.00
97	6195	Miscellaneous Contractual Services	8826 Chem-Wise Pest Management	1200222	Pest Control - City Hall - 10/19/2023	60.00
98	6195	Miscellaneous Contractual Services	8826 Chem-Wise Pest Management	1200225	Pest Control - Police Station - 10/19/2023	60.00
99	6195	Miscellaneous Contractual Services	8826 Chem-Wise Pest Management	1200228	Pest Control - History Center - 10/19/2023	50.00
100	6195	Miscellaneous Contractual Services	8826 Chem-Wise Pest Management	1200234	Pest Control - Fire Station #61 - 10/19/2023	50.00
101	6195	Miscellaneous Contractual Services	8826 Chem-Wise Pest Management	1200251	Pest Control - Fire Station #63 - 10/19/2023	50.00
102	6195	Miscellaneous Contractual Services	8826 Chem-Wise Pest Management	1200264	Pest Control - Food Pantry - 10/19/2023	40.00
103	6195	Miscellaneous Contractual Services	8826 Chem-Wise Pest Management	1200286	Pest Control - Fire Station #62 - 10/19/2023	50.00

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
104	6195	Miscellaneous Contractual Services	8826 Chem-Wise Pest Management	1200315	Pest Control - PW - 10/19/2023	50.00
105	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4171140155	Mat Service - Metra Train Station - 10/18/2023	38.28
106	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4171140174	Mat Service - Police Station - 10/18/2023	138.77
107	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4171852371	Mat Service - Metra Train Station - 10/25/2023	38.28
108	6315	R&M Buildings & Structures	8903 MBB Enterprises of Chicago Inc	10262023	Masonry Facade & Lintel - FS #61 - 08/09-10/31/2023, R-129-23	127,930.00
109	6315	R&M Buildings & Structures	7146 JOS Services Inc	11336	TO#3 Water Meter Replacement & Piping - PW - 10/27/2023	10,675.00
110	6315	R&M Buildings & Structures	1135 Colley Elevator Co	248978	Elevator Inspection - Theater - 10/01/2023	185.00
111	6315	R&M Buildings & Structures	8262 Automatic Fire Systems Inc	6089	Sprinkler System Repair - Theater - 10/18/2023	799.00
112	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-77905-R8Y2	Elevator Inspections - City Hall/Police - October 2023	1,150.00
113	6315	R&M Buildings & Structures	7506 Otto Baum Company Inc	PW&CH MasonryP#1	Facade Rehabilitation - PW & CH - 10/01-10/31/2023, R-141-23	14,068.62
114	7000	Office Supplies	1644 Warehouse Direct Inc	5597023-0	Rubber Bands, Tape, Notebook, Paper, Planner	16.44
115	7020	Supplies - Safety	1057 Menard Incorporated	24011	Contractor Bags & Gloves	50.62
116	7020	Supplies - Safety	1057 Menard Incorporated	24827	Cleaner & Gloves	51.45
117	7020	Supplies - Safety	1043 WW Grainger Inc	9874740039	Boot Covers	83.61
118	7025	Supplies - Custodial	1028 Case Lots Inc	20829	Paper Towels & Toilet Tissues	1,852.20
119	7025	Supplies - Custodial	1028 Case Lots Inc	20830	Can Liners & Hand Soap - City Hall	1,622.55
120	7025	Supplies - Custodial	1028 Case Lots Inc	20831	Tissues, Urinal Screens, Cups, Lids, Disinfectant - City Hall	2,431.80
121	7025	Supplies - Custodial	1029 Cintas Corporation	4171140199	Cleaners, Paper Towels, Soap, Mat, Scrubs, Etc. 10/18/2023 - PW	298.37
122	7025	Supplies - Custodial	1029 Cintas Corporation	4171852429	Cleaners, Paper Towels, Soap, Mat, Scrubs, Etc. - PW	190.22
123	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	24523	Drill Bits & 2 Tapcons	47.84
124	7035	Supplies - Equipment R&M	1057 Menard Incorporated	22416	5 LED Bulbs	78.45
125	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1130997	10 Keys Cut - PW	54.50
126	7045	Supplies - Building R&M	1057 Menard Incorporated	21383	Bulbs for PW	39.98
127	7045	Supplies - Building R&M	1057 Menard Incorporated	23497	Screws, Washers, & Bar Holders	18.10
128	7045	Supplies - Building R&M	1057 Menard Incorporated	24338	E-Vehicle Charge Station Parts - PW	133.82
129	7045	Supplies - Building R&M	1057 Menard Incorporated	24388	USB Charger, Clamp, Tape, Duct, Elbow - Fire Station #63	41.43
130	7045	Supplies - Building R&M	1057 Menard Incorporated	24694	Conduit, Motion Sensor Lights, GFCI Outlets, Etc. - PW	126.62

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
131	7045	Supplies - Building R&M	1057 Menard Incorporated	24771	Screw Connector - PW	15.88
132	7045	Supplies - Building R&M	1057 Menard Incorporated	24834	Cleaner - PW	35.97
133	7045	Supplies - Building R&M	1057 Menard Incorporated	25039	Fluorescent Bulbs - Fire Station #61	79.99
134	7045	Supplies - Building R&M	1057 Menard Incorporated	25040	4 Fluorescent Bulbs - Fire Station #61	39.96
135	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	4759	2 Hoses - Fire Station #63	5.02
136	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	5614802	Gloves & Garden Stakes - City Hall Finance	21.45
137	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	6320881	Potting Mix & Plant Stakes - City Hall Finance	27.42
138	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	9510870	Electric Covers - City Hall	15.25
139	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/066505	4 LED Bulbs - Police Station	72.52
140	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/066603	Breaker & Washers - PW	57.23
141	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/066615	Wire - PW	127.43
142	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/066670	20 Beam Clamps - PW	233.99
143	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/066737	4 Light Fixtures & Hanger Bolts - PW	633.91
144	7140	Electricity	1033 ComEd	0169072100-10/23	Electricity Service 09/01-10/03/2023	36.94
145	7140	Electricity	1033 ComEd	0459113083-10/23	Electricity Service 09/12-10/11/2023	7,118.64
146	7140	Electricity	1033 ComEd	0801154263-10/23	Electricity Service 09/01-10/03/2023	24.88
147	7140	Electricity	1033 ComEd	2685017085-10/23	Electricity Service 09/01-10/03/2023	155.10
148	7140	Electricity	1033 ComEd	4974385007-10/23	Electricity Service 09/07-10/06/2023	24.42
149	7140	Electricity	1033 ComEd	4974507003-10/23	Electricity Service 09/01-10/03/2023	411.94
150	7140	Electricity	1033 ComEd	5310485089-10/23	Electricity Service 09/01-10/03/2023	47.71
151	7140	Electricity	1033 ComEd	5310487056-10/23	Electricity Service 09/01-10/03/2023	132.43
152	7140	Electricity	1033 ComEd	5310488160-10/23	Electricity Service 09/01-10/03/2023	23.49
153	7140	Electricity	1033 ComEd	5310489194-10/23	Electricity Service 09/01-10/03/2023	23.49
154	7140	Electricity	1033 ComEd	5310490044-10/23	Electricity Service 09/01-10/03/2023	27.24
155	7140	Electricity	1033 ComEd	5310491292-10/23	Electricity Service 09/01-10/03/2023	23.49
156	7140	Electricity	1033 ComEd	5310492075-10/23	Electricity Service 09/01-10/03/2023	23.49
157	7140	Electricity	1033 ComEd	5310494104-10/23	Electricity Service 09/01-10/03/2023	23.49
158	7140	Electricity	1033 ComEd	5310495085-10/23	Electricity Service 09/01-10/03/2023	68.38

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
159	7140	Electricity	1033 ComEd	5310649010-10/23	Electricity Service 09/01-10/03/2023	122.98
160	7140	Electricity	1033 ComEd	5310666020-10/23	Electricity Service 09/01-10/03/2023	1,177.51
161	7145	Water/Sewer	1031 Des Plaines, City of	71110082-3-10/23	Utility Service - 1460 Miner - 08/31-10/02/2023	116.96
162	7320	Equipment < \$5,000	1552 Verizon Wireless	9946783556	Communication Services 09/14-10/13/2023	114.98
Total 535 - Facilities & Grounds Maintenance					207,885.95	

Division: 540 - Vehicle Maintenance						
163	6015	Communication Services	1552 Verizon Wireless	9946783556	Communication Services 09/14-10/13/2023	133.88
164	6040	Waste Hauling & Debris Removal	2214 Liberty Tire Recycling	2602791	48 Tires Recycled - 10/14/2023	169.62
165	6040	Waste Hauling & Debris Removal	8076 Excel Oil Service	E0024762	250 Gals Oil Recycled - 10/26/2023	75.00
166	6135	Rentals	1029 Cintas Corporation	4166296987	Mechanic's Uniform Rental - 08/30/2023	231.68
167	6135	Rentals	1029 Cintas Corporation	4171192614	Mechanic's Uniform Rental - 10/18/2023	236.74
168	6135	Rentals	1029 Cintas Corporation	4171902086	Mechanic's Uniform Rental - 10/25/2023	236.74
169	6195	Miscellaneous Contractual Services	8481 Linde Gas & Equipment Inc	38985445	Cylinder Rental - 09/20-10/20/2023	1,039.65
170	6305	R&M Equipment	2626 Alpha Prime Communications	119313	Portable Radio Frequency Update 10/13/2023 - PW Stock	175.00
171	6305	R&M Equipment	2168 Petroleum Technologies Equipment, Inc	33745	UST Inspection - PW 5PW3 - 10/16/2023	1,740.00
172	6305	R&M Equipment	6598 Cummins Inc	F2-21582	Multiple Generator Services 10/06/2023	1,632.43
173	6305	R&M Equipment	6598 Cummins Inc	F2-22153	Multiple Generator Services 10/10/2023	2,790.67
174	6305	R&M Equipment	1154 West Side Tractor Sales	L92142	Engine Repair - PW 5027 - 10/02/2023	1,210.74
175	6310	R&M Vehicles	2626 Alpha Prime Communications	119312	Update Radios - PW Stock - 10/13/2023	100.00
176	6310	R&M Vehicles	1643 Golf Mill Ford	895450	Reverse Camera Inspection - Fire 7709 - 10/18/2023	166.95
177	7000	Office Supplies	1644 Warehouse Direct Inc	5597023-0	Rubber Bands, Tape, Notebook, Paper, Planner	16.44
178	7020	Supplies - Safety	8454 NAPA Auto Parts	876950	4 Boxes Gloves - PW Shop	31.04
179	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	23032	Plastic Sheeting Roll & Duct Tape	117.96
180	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	23033	Lacquer Thinner	17.99
181	7035	Supplies - Equipment R&M	3441 ODB-Old Dominion Brush Company Inc	8758968	Oil Switch & Oil Sender - PW 5029	109.51
182	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	876868	Grease Fitting - PW 5149	3.29
183	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	876911	10W30 Oil - PW Stock	162.72
184	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W14785	Seat Belt - PW 5005	316.01

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
185	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W14850	Cutting Edge Kit - PW 5033	1,607.80
186	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0391780	Windshield Wipers - Fire Stock	25.60
187	7040	Supplies - Vehicle R&M	8827 VGP Holdings LLC	134281266	Engine Oil, Washer Solvent, Penetrant	1,136.22
188	7040	Supplies - Vehicle R&M	1057 Menard Incorporated	24815	Cleaners & Antifreeze Fluid - Stock	68.36
189	7040	Supplies - Vehicle R&M	1057 Menard Incorporated	24817	Antifreeze	50.40
190	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280154832	4 Drive Tires - Fire 7606	2,091.88
191	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1347116	Returned Quick Disconnect & Starter	(75.99)
192	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	561576P	Bracket & Insulator - Police 6087	309.34
193	7040	Supplies - Vehicle R&M	5193 Fast MRO Supplies Inc	7588	Brake Cleaner & Gloves - PW Shop	263.32
194	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	876583	20 Filters - Fire Stock	251.08
195	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	877037	2 Wiper Blades - PW 5044	23.44
196	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	877077	Returned Oxygen Sensor	(56.07)
197	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	877177	3 Filters - Fire Stock	371.02
198	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	877178	Crankcase Filter - Fire 7708	106.92
199	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	877180	3 Panel Filters - Police Stock	27.78
200	7040	Supplies - Vehicle R&M	2313 City Electric Supply Company (CES)	DEP/066351	Electric Supplies - Tower #61	47.94
201	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P25028	Ball Valve - Fire 7607	43.34
202	7040	Supplies - Vehicle R&M	2437 Waterous Company	P2T1841 001	Motor & O-Ring - Fire 7603	1,065.60
203	7040	Supplies - Vehicle R&M	7649 Altorfer Industries Inc	P6AC0085204	Hydraulic Oil - Fire 7609	87.96
204	7040	Supplies - Vehicle R&M	1525 Hastings Air-Energy Control Inc	PS-I0003843	Tailpipe - Fire 7607	507.34
205	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101135442:01	23 Filters - Fire Stock	702.77
206	7120	Gasoline	8331 Avalon Petroleum Company Inc	009098	5,000 Gals Unleaded Gasoline - 10/10/2023, R-162-22	12,808.25
207	7130	Diesel	8331 Avalon Petroleum Company Inc	040249	2,000 Gals Bio Diesel Fuel - 10/10/2023, R-162-22	5,524.33
Total 540 - Vehicle Maintenance						37,702.69

Total 50 - Public Works & Engineering	335,353.84
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Police Department						
Division: 100 - Administration						
208	6015	Communication Services	1552 Verizon Wireless	9946783556	Communication Services 09/14-10/13/2023	184.20
Total 100 - Administration						184.20

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Division: 610 - Uniformed Patrol						
209	6015	Communication Services	1552 Verizon Wireless	9946783556	Communication Services 09/14-10/13/2023	2,112.79
210	6015	Communication Services	1552 Verizon Wireless	9946783556	Communication Services 09/14-10/13/2023	64.31
211	6110	Printing Services	1233 Press Tech Inc	51877	1 Box of Business Cards 10/26/2023	30.00
212	7200	Other Supplies	2509 Lynn Peavey Co	404691	3 Evidence Gun Boxes	153.82
213	7300	Uniforms	1244 Ray O'Herron Company Inc	2301363	Uniforms for New Officer 10/17/2023	958.14
214	7300	Uniforms	1244 Ray O'Herron Company Inc	2302514	Uniforms for New Officer 10/17/2023	834.59
215	7300	Uniforms	1164 Uniform Den East Inc	87960-02	Uniforms and Ballistic Vest for New Officer	678.37
216	7300	Uniforms	1164 Uniform Den East Inc	87961-02	Uniforms and Ballistic Vests for New Officer	678.37
217	7300	Uniforms	1164 Uniform Den East Inc	87966-02	Uniforms and Ballistic Vest for New Officer	668.42
218	7300	Uniforms	1164 Uniform Den East Inc	87970-01	Uniforms and Ballistic Vest for New CSO	774.02
219	7300	Uniforms	1164 Uniform Den East Inc	87971-02	Uniforms and Ballistic Vest for New Officer	835.92
220	7320	Equipment < \$5,000	1552 Verizon Wireless	9946783556	Communication Services 09/14-10/13/2023	443.72
Total 610 - Uniformed Patrol					8,232.47	

Division: 620 - Criminal Investigation						
221	6015	Communication Services	1552 Verizon Wireless	9946783556	Communication Services 09/14-10/13/2023	42.30
222	6015	Communication Services	1552 Verizon Wireless	9946783556	Communication Services 09/14-10/13/2023	893.32
223	6110	Printing Services	2016 Signarama	44127	Office Name Plates, 2 Det, 1 Social Worker 10/19/2023	129.50
224	6195	Miscellaneous Contractual Services	1517 Trans Union LLC	10344612	Investigations Database 09/26-10/25/2023	100.00
225	7320	Equipment < \$5,000	1552 Verizon Wireless	9946783556	Communication Services 09/14-10/13/2023	424.97
Total 620 - Criminal Investigation					1,590.09	

Division: 630 - Support Services						
226	6015	Communication Services	1552 Verizon Wireless	9946783556	Communication Services 09/14-10/13/2023	443.00
227	6110	Printing Services	1142 Copyset Printing Company	63080	500 C & P Envelopes 10/24/2023	140.00
228	6110	Printing Services	1142 Copyset Printing Company	63084	1,000 DPPD Fingerprint Card 10/24/2023	162.00
229	6110	Printing Services	1142 Copyset Printing Company	63098	1,000 Prisoner Property Inventory Sheets 10/24/2023	186.00
230	6195	Miscellaneous Contractual Services	8566 Andy Frain Services Inc	346218	2023 Crossing Guard Services 9/1-9/30/2023 - R-52-23	40,251.80
231	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8005237443	Shredding Services 10/06-10/27/2023	404.95
232	6305	R&M Equipment	1729 Triton Electronics Inc	7654	Calibrate, Re-Certify Radar/ Lidar Units 10/18/2023	1,782.00
233	7320	Equipment < \$5,000	1043 WW Grainger Inc	9881930722	Pintle Hook Mount (Tow Hitch)	163.58

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
234	7320	Equipment < \$5,000	1043 WW Grainger Inc	9881930730	Pintle Hook and Ball (Tow Hitch)	248.70
Total 630 - Support Services					43,782.03	

Total 60 - Police Department	53,788.79
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Fire Department						
Division: 100 - Administration						
235	6015	Communication Services	1552 Verizon Wireless	9946783556	Communication Services 09/14-10/13/2023	388.12
236	8005	Computer Hardware	1035 Dell Marketing LP	10704446662	Laptop - Deputy Chief	2,124.76
Total 100 - Administration					2,512.88	

Division: 710 - Emergency Services						
237	5325	Training	1252 NIPSTA	62022582	Instructor II, Safety Officer Class 02/13-05/03/2023-Engr/Paramedic	1,800.00
238	5325	Training	8104 MacQueen Emergency Group	G00239	Preventive Maintenance Fire Equipment Training - 10/30-11/3/23	1,300.00
239	6015	Communication Services	1552 Verizon Wireless	9946783556	Communication Services 09/14-10/13/2023	953.29
240	6015	Communication Services	1552 Verizon Wireless	9946783556	Communication Services 09/14-10/13/2023	828.37
241	6015	Communication Services	1552 Verizon Wireless	9946783556	Communication Services 09/14-10/13/2023	79.18
242	6035	Dispatch Services	5067 Regional Emergency Dispatch Center	164-23-11	R-141-13 Monthly Dispatch Service November 2023	66,587.00
243	6035	Dispatch Services	5067 Regional Emergency Dispatch Center	STARCOM- 21	R-141-13 Monthly Dispatch Service (Starcom Radio Fee) Nov. 2023	437.00
244	6195	Miscellaneous Contractual Services	8520 Select Med Network Inc	0441	30 Flu Vaccines 10/12/23, 10/13/23, 10/20/23 Station Wide	1,260.00
245	6195	Miscellaneous Contractual Services	8263 Eagle Engraving Inc	2023-7094	Retirement Axe and Engraving 10/06/2023- Lieutenant	328.00
246	6195	Miscellaneous Contractual Services	5705 Artistic Engraving	21866	Retirement Badge Engraving and Case 09/27-11/10/2023 -Lieutenant	169.25
247	6195	Miscellaneous Contractual Services	8920 Finer Line Inc, The	89951	Retirement Brick for Station 61 09/26/2023 - Paramedic	52.46
248	6195	Miscellaneous Contractual Services	8920 Finer Line Inc, The	90330	Retirement Brick for Station 61 10/13/2023 - Lieutenant	52.46
249	6305	R&M Equipment	1947 Fire Service Inc	IL-9812	Pump Test 10/26/2023 - Engine 65	350.00
250	6305	R&M Equipment	1947 Fire Service Inc	IL-9813	Pump Test 10/26/2023 - Engine 63	350.00
251	6305	R&M Equipment	1947 Fire Service Inc	IL-9814	Pump Test 10/26/2023 - Engine 62	350.00
252	6305	R&M Equipment	1947 Fire Service Inc	IL-9815	Pump Test 10/26/2023 - Engine 61	350.00
253	6305	R&M Equipment	1947 Fire Service Inc	IL-9816	Pump Test 10/26/2023 - Tower 61	350.00
254	6305	R&M Equipment	1947 Fire Service Inc	IL-9817	Pump Test 10/26/2023 - Squad 63	350.00
255	6315	R&M Buildings & Structures	1660 Safety-Kleen Systems Inc	92876069	Parts Washer Solvent Station 63 - 10/16/2023	419.10

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
256	6315	R&M Buildings & Structures	7952 Emerald Restaurant Service	97626	Oven & Stove Repair - Station 62 - 09/01/2023	1,649.60
257	7000	Office Supplies	1644 Warehouse Direct Inc	5593134-0	3 Dz Markers, 6 ST Dry Erase Markers	113.37
258	7000	Office Supplies	1644 Warehouse Direct Inc	5596423-0	3 Station Books	290.37
259	7025	Supplies - Custodial	1043 WW Grainger Inc	9871677986	Misc. Supplies for Station 61	1,378.81
260	7200	Other Supplies	1080 Air One Equipment Inc	199394	20 Pails of Foam	2,281.41
261	7200	Other Supplies	1046 Hinckley Spring Water Co	22728338 102623	40 - 24 Packs of Water for Fire Vehicles	339.02
262	7200	Other Supplies	1043 WW Grainger Inc	9871946936	Shampoo and Body Wash Station 61	288.09
263	7200	Other Supplies	1043 WW Grainger Inc	9871946944	Misc. Kitchen Supplies Station 63	266.68
264	7200	Other Supplies	1043 WW Grainger Inc	9874290159	2 Packs Oven Mitts - Station 63	22.62
265	7320	Equipment < \$5,000	1148 WS Darley & Co	17511141	2 Rush Packs	265.00
266	7320	Equipment < \$5,000	1148 WS Darley & Co	17511254	10 Rush Packs	1,200.00
267	7320	Equipment < \$5,000	1080 Air One Equipment Inc	199171	1 Task Force Tip	290.00
268	7320	Equipment < \$5,000	3680 Duo Safety Ladder Corporation	490301-000	Misc Ladder Equipment	1,270.88
269	7320	Equipment < \$5,000	1476 Fleet Safety Supply	81784	Firecom Wireless Headsets and Base Stations R-157-23	46,452.35
270	7320	Equipment < \$5,000	1552 Verizon Wireless	9946783556	Communication Services 09/14-10/13/2023	113.72
Total 710 - Emergency Services					132,588.03	

Division: 720 - Fire Prevention						
271	6015	Communication Services	1552 Verizon Wireless	9946783556	Communication Services 09/14-10/13/2023	248.53
272	7000	Office Supplies	1644 Warehouse Direct Inc	5593332-0	3 Packs Key Tags, 1 Box File Jackets, Misc. Office Supplies	166.69
273	7320	Equipment < \$5,000	1080 Air One Equipment Inc	199269	1 Radio Strap, 1 Radio Holster, 1 Sway Strap - Inspector	147.00
Total 720 - Fire Prevention					562.22	

Division: 730 - Emergency Management Agency						
274	6015	Communication Services	1936 DTN LLC	6374066	2023 Weather and Billing Support for EMA 11/08/2023 - 12/07/2023	431.00
275	6015	Communication Services	1552 Verizon Wireless	9946783556	Communication Services 09/14-10/13/2023	93.28
Total 730 - Emergency Management Agency					524.28	

Total 70 - Fire Department					136,187.41
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Department: 75 - Fire & Police Commission						
276	5340	Pre-Employment Testing	5213 Shaughnessy, Kevin W	N1018a	1 Pre-Employment Polygraph Testing Service 10/18/2023	240.00
277	6000	Professional Services	8840 National Testing Network Inc	12259	City-Wide Membership for Testing/Recruiting 3/30/23-03/30/24	500.00
Total 75 - Fire & Police Commission					740.00	

Total 100 - General Fund					587,420.17
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City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 230 - Motor Fuel Tax Fund					
278	6000	Professional Services	7355 Soil & Material Consultants Inc	49516 2023 CIP Construction Material Testing Services 9/12-9/28/2023	1,225.00
279	6000	Professional Services	7355 Soil & Material Consultants Inc	49537 2023 CIP Construction Material Testing Services 9/5-9/18/2023	1,066.00
280	6330	R&M Traffic Signals	2032 Mount Prospect, Village of	2023-00550004 Traffic Signal Maintenance 07/01-09/30/2023	268.00
281	6330	R&M Traffic Signals	1139 Cook County of Illinois	2023-3 Traffic Signal Maint. - Dempster & Potter 07/01-09/30/2023	1,357.51
282	7140	Electricity	1033 ComEd	0193753007-10/23 Electricity Service 09/07-10/06/2023	85.77
283	7140	Electricity	1033 ComEd	0237106099-10/23 Electricity Service 09/01-10/03/2023	375.73
284	7140	Electricity	1033 ComEd	0392121005-10/23 Electricity Service 09/01-10/03/2023	183.22
285	7140	Electricity	1033 ComEd	0445091056-10/23 Electricity Service 09/01-10/03/2023	506.59
286	7140	Electricity	1033 ComEd	0725000037-10/23 Electricity Service 09/05-10/04/2023	48.42
287	7140	Electricity	1033 ComEd	1273119011-10/23 Electricity Service 09/05-10/04/2023	3,340.56
288	7140	Electricity	1033 ComEd	1521117181-10/23 Electricity Service 09/01-10/03/2023	329.39
289	7140	Electricity	1033 ComEd	2493112068-10/23 Electricity Service 09/01-10/03/2023	43.54
290	7140	Electricity	1033 ComEd	2607132134-10/23 Electricity Service 08/31-10/02/2023	366.57
291	7140	Electricity	1033 ComEd	2644104014-10/23 Electricity Service 08/31-10/02/2023	310.06
292	7140	Electricity	1033 ComEd	2901166089 Electricity Service 09/01-10/03/2023	844.71
293	7140	Electricity	1033 ComEd	2943015087-9/23 Electricity Service 08/16-09/19/2023	16,084.39
294	7140	Electricity	1033 ComEd	3471079047-10/23 Electricity Service 09/01-10/03/2023	52.14
295	7140	Electricity	1033 ComEd	6045062008-10/23 Electricity Service 09/01-10/03/2023	102.26
296	8100	Improvements	1086 Arrow Road Construction Company	2023-CIP-MFT-P6 R-88-23 CIP MFT 23-00228-00-RS - Street Imp. 9/27-10/28/23	100,000.00
Total 230 - Motor Fuel Tax Fund					126,589.86
Fund: 250 - Grant Projects Fund					
Program: 2520 - Capital Grants					
297	6000	Professional Services	4001 Rick Hiton & Associates	09230026 HMGP Phase 5 Appraisal - 1900 Berry Ln Appraisal 12/19/22	400.00
298	6000	Professional Services	3338 Gabriel Environmental Services	1023A0070 HMGP Phase 5 Asbestos Insp-1669 E Walnut 10/4-10/16/2023	1,910.00
Total 2520 - Capital Grants					2,310.00
Total 250 - Grant Projects Fund					2,310.00

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 260 - Asset Seizure Fund					
Program: 2610 - Customs					
299	8010	Furniture & Fixtures	8899 Bradford Systems Corporation	17583-B Mens, Evidence, and Long Term Evidence Lockers R-132-23	83,325.00
Total 2610 - Customs					83,325.00
Program: 2620 - DEA					
300	7320	Equipment < \$5,000	1164 Uniform Den East Inc	88636 19 NVG Shrouds for TRT	2,033.91
Total 2620 - DEA					2,033.91
Total 260 - Asset Seizure Fund					85,358.91
Fund: 400 - Capital Projects Fund					
301	6000	Professional Services	1079 AECOM Technical Services Inc	200081504 R-38-23 Task Order No. 5 - 2023 Resident Eng Svcs 8/26-9/29/2023	14,963.12
302	6000	Professional Services	1123 Christopher B Burke Engineering LTD	OE4U312-7 R-51-23 - Oakton St Sidepath Construction Eng 08/27-09/05/23	10,592.75
303	6015	Communication Services	1552 Verizon Wireless	9946783556 Communication Services 09/14-10/13/2023	233.64
304	8100	Improvements	1086 Arrow Road Construction Company	2023-CIP-MFT-P6 R-88-23 CIP MFT 23-00228-00-RS - Street Imp. 9/27-10/28/23	329,849.91
Total 400 - Capital Projects Fund					355,639.42
Fund: 410 - Equipment Replacement Fund					
305	8020	Vehicles	5573 Henderson Products Inc	385212 Truck Upfit - PW 5142 - 10/19/2023 - R-112-23	39,812.00
306	8020	Vehicles	5573 Henderson Products Inc	385735 Dump Body Upfitting - PW 8046 - 10/27/2023, R-112-23	9,953.00
Total 410 - Equipment Replacement Fund					49,765.00
Fund: 420 - IT Replacement Fund					
307	6140	Leases	5109 Konica Minolta Premier Finance	5027196970 Konica Minolta Lease 11/21/23 - 12/20/23	7,304.18
Total 420 - IT Replacement Fund					7,304.18
Fund: 430 - Facilities Replacement Fund					
308	6000	Professional Services	7661 FGM Architects Inc	20-2890.03-2 TO#3 Furniture Design - Police Addition-07/29-09/29/23 R-214-22	6,319.60
309	6000	Professional Services	7661 FGM Architects Inc	23-3847.01-3 TO#6 Corridor Layout - City Hall - 08/26-09/29/2023, R-214-33	1,250.00
310	6000	Professional Services	2436 Haeger Engineering LLC	91722 TO#1 Topographic Surveying Services - 06/27-08/24/2023, R-215-22	10,030.00
311	6000	Professional Services	1112 Architectural Consulting Group LTD	C23-432 Roof Inspections of 16 City Owned Buildings 8/22/23-10/19/23	15,550.00
312	6000	Professional Services	1112 Architectural Consulting Group LTD	C23-436 Task 3 of TO #5 Facade Repair Engineering-Library-10/02-10/26/23	6,075.00
313	6315	R&M Buildings & Structures	8772 Helm Service	CHI193602 HVAC Service Call - 1452 Miner - 10/16/2023	396.00

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
314	8100	Improvements	7713 Camosy Incorporated	PDAddition P#7	CH&PD Link & PD Add/Renovation P7 - 10/01-10/30/2023, R-55-23	1,392,482.00
Total 430 - Facilities Replacement Fund					1,432,102.60	

Fund: 500 - Water/Sewer Fund						
Non Departmental						
Division: 000 - Non Divisional						
315	4601	New Construction - Sale of Water	4043 G&H Developers Corp	Refund 11/01/23	Hydrant Meter Refund 11/01/2023	(5.08)
Total 000 - Non Divisional					(5.08)	

Division: 510 - Engineering						
316	6015	Communication Services	1552 Verizon Wireless	9946783556	Communication Services 09/14-10/13/2023	42.30
Total 510 - Engineering					42.30	

Division: 550 - Water Systems						
317	6015	Communication Services	1552 Verizon Wireless	9946783556	Communication Services 09/14-10/13/2023	763.07
318	6015	Communication Services	1552 Verizon Wireless	9946783556	Communication Services 09/14-10/13/2023	72.02
319	6195	Miscellaneous Contractual Services	7146 JOS Services Inc	11303	Fixture Repair & Inspection - 10/24/2023	556.00
320	6195	Miscellaneous Contractual Services	1378 Flow-Technics Inc	INV000010521	Service Call - Central PS - 10/17/2023	460.00
321	6310	R&M Vehicles	1674 Spring-Align of Palatine, Inc	125265	30 Quarts Paint 10/16/2023 - PW 9066	129.28
322	6335	R&M Water Distribution System	1328 John Neri Construction Company Inc	1020231	Emergency Water Repairs - 1090 Oakton - 10/20/2023, R-162-23	3,375.63
323	6335	R&M Water Distribution System	1328 John Neri Construction Company Inc	1020232	Emergency Water Repairs - 1090 Oakton - 10/20/2023, R-162-23	39,741.04
324	7000	Office Supplies	1644 Warehouse Direct Inc	5597023-0	Rubber Bands, Tape, Notebook, Paper, Planner	16.44
325	7020	Supplies - Safety	7165 Prospan Manufacturing Co Inc	2023-010057	2 High Pressure Regulators - PW	931.00
326	7020	Supplies - Safety	1274 O'Leary's Contractors Equipment & Supply Inc	483256	Strainer, 24 Pairs Safety Glasses, 3 Pairs Earplugs	219.00
327	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	23095	Wrench, Folding Swaging Tool, Tape, Blade Kit, Etc.	242.11
328	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	24635	Hex Sleeve - PW	29.98
329	7030	Supplies - Tools & Hardware	1520 Russo Power Equipment	SPI20395873	4-Cycle Fuel for Concrete & Cut-Off Saws	419.96
330	7030	Supplies - Tools & Hardware	6992 Core & Main LP	T826619	Main Descaler	468.56
331	7035	Supplies - Equipment R&M	7521 United Rentals (North America) Inc	225997692-001	Turbo, Oil Line, Gaskets, Seals, & Hardware - PW 9061	1,232.51
332	7035	Supplies - Equipment R&M	7797 LAI Ltd	60194	Replacement Chlorine Sensors - Maple & Central Pump Stations	5,310.00
333	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	876937	2 Air Filters - PW 9018	66.44

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
334	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	876942	Fuel Filter - PW 9018	16.57
335	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W14544	Hydraulic Cylinder, Pins, & Springs - PW 9037	4,029.85
336	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W14784	2 Clamps, Exhaust, & Muffler - PW 9018	1,268.92
337	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W14786	4 Injectors - PW 9018	612.44
338	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-172288	Brake Rotors & Boot Kit - PW 9051	214.63
339	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1352401	Brake Pads - PW 9051	79.98
340	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	561647P	Brake Bolt, Plate, & Spring Kit - PW 9051	294.68
341	7045	Supplies - Building R&M	1057 Menard Incorporated	24882	Hex Washers, Pan, Lock Nuts - Water Plant	5.23
342	7045	Supplies - Building R&M	1057 Menard Incorporated	25048	LED Bulbs - Central Pump Station	24.98
343	7070	Supplies - Water System Maintenance	1328 John Neri Construction Company Inc	101923	Aggregate Materials Spoils Disposal - 10/06/2023, R-175-20	2,924.30
344	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	22506	Bushings, Ball Valve, Extension, Nipples, Adaptor, Etc.	147.80
345	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	23006	Waterproofing Material	11.98
346	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	23097	Brass Fittings & Elbows	179.15
347	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	23498	Screw Coupling, Hub, Clamps, Strap	43.40
348	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	24400	4 Garage Door Openers - Maple & Central	116.80
349	7070	Supplies - Water System Maintenance	1047 Home Depot Credit Svcs	5521963	Tapcons, Drill Bits, Shims, Etc.	83.68
350	7120	Gasoline	8331 Avalon Petroleum Company Inc	009098	5,000 Gals Unleaded Gasoline - 10/10/2023, R-162-22	2,259.53
351	7130	Diesel	8331 Avalon Petroleum Company Inc	040249	2,000 Gals Bio Diesel Fuel - 10/10/2023, R-162-22	1,060.97
352	7140	Electricity	1033 ComEd	0718079040-10/23	Electricity Service 09/01-10/03/2023	65.16
353	7140	Electricity	1033 ComEd	2382141015-10/23	Electricity Service 09/01-10/03/2023	39.46
354	7140	Electricity	1033 ComEd	2902009038-09/23	Electricity Service 08/30-09/29/2023	92.69
355	7140	Electricity	1033 ComEd	3526170000-09/23	Electricity Service 08/30-09/29/2023	70.33
356	7140	Electricity	1033 ComEd	4436122006-10/23	Electricity Service 09/12-10/11/2023	6,684.14
357	7140	Electricity	1033 ComEd	5646761001-09/23	Electricity Service 08/30-09/29/2023	23.74
358	7140	Electricity	1033 ComEd	6152054027-10/23	Electricity Service 08/31-10/02/2023	13,236.52
359	7320	Equipment < \$5,000	1057 Menard Inc	24506	Water Sample Refrigerator	289.00
360	7320	Equipment < \$5,000	1043 WW Grainger Inc	9880737458	Coupling Insert & Coupling Hubs - Howard	68.89
Total 550 - Water Systems						87,977.86

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Division: 560 - Sewer Systems						
361	6015	Communication Services	1552 Verizon Wireless	9946783556	Communication Services 09/14-10/13/2023	76.02
362	6015	Communication Services	1552 Verizon Wireless	9946783556	Communication Services 09/14-10/13/2023	559.42
363	6505	Subsidy - Sewer Lateral Program	6887 Launius, James	SLP23-013A	Sewer Lateral Program 10/27/2023	100.00
364	6510	Subsidy - Flood Assistance	8963 Garnett, Michelle	FRP23-010A	Flood Rebate Program 10/27/2023	2,000.00
365	7000	Office Supplies	1644 Warehouse Direct Inc	5597023-0	Rubber Bands, Tape, Notebook, Paper, Planner	16.44
366	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	24761	Brick Hammer	18.99
367	7035	Supplies - Equipment R&M	1564 EJ Equipment Inc	P10745	Camera Repair Parts	1,337.30
368	7075	Supplies - Sewer System Maintenance	1057 Menard Incorporated	24634	Sewer Repair Supplies	49.96
369	7075	Supplies - Sewer System Maintenance	1057 Menard Incorporated	25041	10 Panels Wall Sheathing - O'Hare Lakes	232.00
370	7075	Supplies - Sewer System Maintenance	1437 Des Plaines Material & Supply LLC	555459	Rubber Saddle Tee	95.01
371	7120	Gasoline	8331 Avalon Petroleum Company Inc	009098	5,000 Gals Unleaded Gasoline - 10/10/2023, R-162-22	799.72
372	7130	Diesel	8331 Avalon Petroleum Company Inc	040249	2,000 Gals Bio Diesel Fuel - 10/10/2023, R-162-22	731.70
373	7140	Electricity	1033 ComEd	0096017042-10/23	Electricity Service 09/01-10/03/2023	516.60
374	7140	Electricity	1033 ComEd	0575134020-09/23	Electricity Service 08/30-09/29/2023	62.52
375	7140	Electricity	1033 ComEd	0640144010-10/23	Electricity Service 09/01-10/03/2023	35.80
376	7140	Electricity	1033 ComEd	0762050019-10/23	Electricity Service 09/05-10/04/2023	22.35
377	7140	Electricity	1033 ComEd	2038128006-10/23	Electricity Service 08/30-10/02/2023	53.99
378	7140	Electricity	1033 ComEd	2148094073-10/23	Electricity Service 09/05-10/04/2023	85.57
379	7140	Electricity	1033 ComEd	3240002012-10/23	Electricity Service 09/22-10/23/2023	648.89
380	7140	Electricity	1033 ComEd	3461136053-10/23	Electricity Service 08/31-10/02/2023	30.11
381	7140	Electricity	1033 ComEd	3526009006-10/23	Electricity Service 09/01-10/03/2023	79.81
382	7140	Electricity	1033 ComEd	3657136067-10/23	Electricity Service 09/01-10/03/2023	80.28
383	7140	Electricity	1033 ComEd	3773008060-09/23	Electricity Service 08/30-09/29/2023	35.84
384	7140	Electricity	1033 ComEd	4995025051-10/23	Electricity Service 08/31-10/02/2023	27.65
385	7140	Electricity	1033 ComEd	5060090016-10/23	Electricity Service 09/05-10/04/2023	91.16
386	7140	Electricity	1033 ComEd	5814097012-10/23	Electricity Service 09/01-10/03/2023	28.55

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
387	7140	Electricity	1033 ComEd	6331089024-09/23	Electricity Service 08/30-09/29/2023	177.28
Total 560 - Sewer Systems					7,992.96	

Division: 570 - Equipment Replacement						
388	8020	Vehicles	5573 Henderson Products Inc	385735	Dump Body Upfitting - PW 8046 - 10/27/2023, R-112-23	29,859.00
Total 570 - Equipment Replacement					29,859.00	

Total 00 - Non Departmental					125,867.04
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Department: 30 - Finance						
389	6015	Communication Services	1552 Verizon Wireless	9946783556	Communication Services 09/14-10/13/2023	65.95
390	6025	Administrative Services	7615 Sebis Direct Inc	77279	Utility Bill Rendering Services-Drop Date 10/16/2023	1,699.43
391	6110	Printing Services	1233 Press Tech Inc	51906	1 Box of Business Cards 10/31/2023	30.00
Total 30 - Finance					1,795.38	

Total 500 - Water/Sewer Fund					127,662.42
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Fund: 510 - City Owned Parking Fund						
392	7060	Supplies - Parking Lots	1057 Menard Incorporated	24900	Sealant - Library Deck	83.88
393	7140	Electricity	1033 ComEd	0354464001-10/23	Electricity Service 09/01-10/03/2023	1,639.62
394	7140	Electricity	1033 ComEd	2239082030-10/23	Electricity Service 09/01-10/03/2023	908.65
395	7140	Electricity	1033 ComEd	4722388001-10/23	Electricity Service 09/01-10/03/2023	19.44
396	7140	Electricity	1033 ComEd	4791127023-10/23	Electricity Service 09/01-10/03/2023	1,130.58
397	7140	Electricity	1033 ComEd	5310303000-10/23	Electricity Service 09/01-10/03/2023	255.55
Total 510 - City Owned Parking Fund					4,037.72	

Fund: 520 - Metra Leased Parking Fund						
398	6015	Communication Services	1552 Verizon Wireless	9946783556	Communication Services 09/14-10/13/2023	72.02
399	7140	Electricity	1033 ComEd	5222730006-09/23	Electricity Service 08/30-09/29/2023	104.73
400	7540	Land Lease	1165 Union Pacific Railroad Company	Sept 2023	Parking Fees for Sept 2023	2,821.23
Total 520 - Metra Leased Parking Fund					2,997.98	

Fund: 600 - Risk Management Fund						
401	5570	Self Insured P&L Expense	1089 Autokrafters of Des Plaines	1487	Body Damage Repair - PW 8029 - 10/17/2023	2,535.96
402	6000	Professional Services	8874 Ready Rebound Inc	2936	Consulting-Orthopedic Patient Navigator Contract Nov 2023	951.05
403	7550	Miscellaneous Expenses	2513 Lee Jensen Sales Co	0024391-00	8 Corner Connectors, 2 Lift Lugs, Spreader, & Slings	6,880.00
Total 600 - Risk Management Fund					10,367.01	

City of Des Plaines

Warrant Register 11/20/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fund: 700 - Escrow Fund						
404	2229	Event - Holiday Lighting	6169 HRP Chicago LLC	10897	Audio Engineer at Tree Lighting 12/1/23	350.00
405	2229	Event - Holiday Lighting	1281 Des Plaines Park District	12/01/2023	Stipend for Tree Lighting 12/1/23 - Performance	250.00
406	2229	Event - Holiday Lighting	2336 Maine West High School	12/01/2023	Stipend for Tree Lighting 12/1/23- Performances Band & Choraliers	500.00
407	2229	Event - Holiday Lighting	1717 Des Plaines Historical Society	12/01/2023	Stipend for Tree Lighting 12/1/23 - Refreshments	250.00
408	2229	Event - Holiday Lighting	8526 Kalapadma Dance Academy	12/01/2023	Stipend for Tree Lighting 12/1/23 - Performance	250.00
409	2229	Event - Holiday Lighting	8527 Move the Beat	12/01/2023	Stipend for Tree Lighting 12/1/23 - Performance	250.00
410	2229	Event - Holiday Lighting	2297 Salvation Army, The	12/01/2023	Stipend for Tree Lighting 12/1/23 - Refreshments	250.00
411	2229	Event - Holiday Lighting	4631 Sparkles Entertainment Incorporated	231201CDP	Characters at Tree Lighting 12/1/23	1,150.00
412	2231	Escrow - Harvest Hoot	1050 Journal & Topics Newspapers	191171	Full Page Color Ad Harvest Hoot 10/4 & 10/11/23	1,950.00
413	2460	Refundable Bonds	8743 2311 LLC	Refund 10/22/23	Refundable Bond- 1847 Webster - 2022-09000265	5,000.00
414	2460	Refundable Bonds	8743 2311 LLC	Refund 10/22/23A	Refundable Bond- 1875 Webster - 2022-08000356	5,000.00
415	2460	Refundable Bonds	8743 2311 LLC	Refund 10/22/23B	Refundable Bond- 1864 Dexter - 2022-08000357	5,000.00
416	2464	Hydrant Deposits	4043 G&H Developers Corp	Refund 11/01/23	Hydrant Meter Refund 11/01/2023	1,100.00
Total 700 - Escrow Fund					21,300.00	
Grand Total					2,812,855.28	

City of Des Plaines

Warrant Register 11/20/2023

Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund					
Department: 00 - Non Departmental					
417	4160	Real Estate Transfer Tax	8959 Harrison, Diana R	Refund 10/26/23 Real Estate Transfer Stamp Refund #69255	580.00
418	4160	Real Estate Transfer Tax	8960 Evangeline & Jennifer Ferraren	Refund 10/26/23 Real Estate Transfer Stamp Refund #68954	260.00
Total 00 - Non Departmental					840.00

Elected Office					
Division: 120 - City Clerk					
419	6120	Recording Fees	7336 Cook County Clerk	29002282023RR Rec Fee-RDA/Easement M/I Homes 2/23/23-Repl Cks 149229 & 148308	368.00
420	6120	Recording Fees	7336 Cook County Clerk	29003312023R Recording Fee for 4 Ordinances & 1 Plat 03/31/23-Repl Ck 148709	510.00
421	6120	Recording Fees	7336 Cook County Clerk	29004302023R Recording Fee for 2 Plats 04/30/2023-Replaces Ck 148708	282.00
422	6120	Recording Fees	7336 Cook County Clerk	29011302022RR Recording Fee for 4 Ordinances 11/18/22-Repl Cks 148660 & 147550	352.00
Total 120 - City Clerk					1,512.00

Total 10 - Elected Office					1,512.00
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City Administration					
Division: 250 - Human Resources					
423	6000	Professional Services	1370 Microsystems Inc	087558 Scanning Terminated Files 06/15-09/15/2023	934.96
Total 250 - Human Resources					934.96

Total 20 - City Administration					934.96
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Public Works & Engineering					
Division: 535 - Facilities & Grounds Maintenance					
424	7110	Natural Gas	1064 Nicor	10/12/23 x451619 Natural Gas Service 09/13-10/11/2023	49.27
425	7110	Natural Gas	1064 Nicor	10/12/23 x465297 Natural Gas Service 09/13-10/11/2023	260.16
426	7110	Natural Gas	1064 Nicor	10/12/23 x532457 Natural Gas Service 09/13-10/11/2023	49.27
Total 535 - Facilities & Grounds Maintenance					358.70

Division: 540 - Vehicle Maintenance					
427	6195	Miscellaneous Contractual Services	8504 Verizon Connect Fleet USA LLC	621000047834 Vehicle Diagnostic System Oct 2023	1,442.20
Total 540 - Vehicle Maintenance					1,442.20

Total 50 - Public Works & Engineering					1,800.90
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City of Des Plaines

Warrant Register 11/20/2023

Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Police Department						
Division: 610 - Uniformed Patrol						
428	6015	Communication Services	1032 Comcast	10/18/23 x6724	Internet/Cable Service Nov 2023	105.50
Total 610 - Uniformed Patrol					105.50	
Total 60 - Police Department					105.50	
Fire Department						
Division: 730 - Emergency Management Agency						
429	6015	Communication Services	1032 Comcast	10/22/23 x6716	Internet/Cable Service Nov 2023	63.30
Total 730 - Emergency Management Agency					63.30	
Total 70 - Fire Department					63.30	
Department: 90 - Overhead						
430	6015	Communication Services	1032 Comcast	09/20/23 x6732	Internet/Cable Service Oct 2023	63.30
431	6015	Communication Services	1032 Comcast	10/20/23 x6732	Internet/Cable Service Nov 2023	63.30
432	6015	Communication Services	1032 Comcast	185145857-8482	Internet/Cable Service 10/15-11/14/2023	1,575.00
433	6015	Communication Services	8622 RCN Telecom Services LLC	4120885010016505	Internet/Cable Service 10/21-11/20/2023	661.37
434	6015	Communication Services	8622 RCN Telecom Services LLC	4120885010016505	Internet/Cable Service 10/21-11/20/2023	407.41
435	6015	Communication Services	8622 RCN Telecom Services LLC	4120885010016505	Internet/Cable Service 10/21-11/20/2023	98.00
436	6015	Communication Services	8622 RCN Telecom Services LLC	4120885010016505	Internet/Cable Service 10/21-11/20/2023	370.00
437	6015	Communication Services	8622 RCN Telecom Services LLC	4120885010016505	Internet/Cable Service 10/21-11/20/2023	370.00
438	6015	Communication Services	8622 RCN Telecom Services LLC	4120885010016505	Internet/Cable Service 10/21-11/20/2023	591.00
439	6015	Communication Services	8622 RCN Telecom Services LLC	4120885010016505	Internet/Cable Service 10/21-11/20/2023	795.00
440	6015	Communication Services	8622 RCN Telecom Services LLC	4120885010016505	Internet/Cable Service 10/21-11/20/2023	500.00
Total 90 - Overhead					5,494.38	
Total 100 - General Fund					10,751.04	
Fund: 500 - Water/Sewer Fund						
Division: 550 - Water Systems						
441	6015	Communication Services	8622 RCN Telecom Services LLC	4120885010016505	Internet/Cable Service 10/21-11/20/2023	(653.33)
442	6015	Communication Services	8622 RCN Telecom Services LLC	4120885010016505	Internet/Cable Service 10/21-11/20/2023	(746.67)
Total 550 - Water Systems					(1,400.00)	
Total 500 - Water/Sewer Fund					(1,400.00)	
Grand Total					9,351.04	

City of Des Plaines

Warrant Register 11/20/2023

Summary

	<u>Amount</u>	<u>Transfer Date</u>
Automated Accounts Payable	\$ 2,812,855.28 **	11/20/2023
Manual Checks	\$ 9,351.04 **	11/3/2023
Payroll	\$ 1,456,142.43	11/3/2023
RHS Payout	\$ -	
Electronic Transfer Activity:		
JPMorgan Chase Credit Card	\$ -	
Chicago Water Bill ACH	\$ -	
Postage Meter Direct Debits	\$ -	
Utility Billing Refunds	\$ -	
Property Purchase - 1277 River Road	\$ 488,000.00	10/26/2023
Annual Unclaimed Property - State of Illinois	\$ -	
Debt Interest Payment	\$ -	
IMRF Payments	\$ -	
Employee Medical Trust	\$ 682,407.28	11/1/2023
Total Cash Disbursements:	<u>\$ 5,448,756.03</u>	

* Multiple transfers processed on and/or before date shown

** See attached report

Adopted by the City Council of Des Plaines

This Twentieth Day of November 2023

Ayes _____ Nays _____ Absent _____

Jessica M. Mastalski, City Clerk

Andrew Goczkowski, Mayor



HUMAN RESOURCES

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

MEMORANDUM

Date: November 20, 2023

To: Michael G. Bartholomew, City Manager

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

CC: Dorothy Wisniewski, Assistant City Manager/Director of Finance
 Peter Friedman, City Attorney

Subject: Paid Leave for All Workers Act Impact and Recommendation

Issue: On March 13, 2023, Governor JB Pritzker signed into law the Illinois Paid Leave for All Workers Act (Public Act 102-1143), which established mandatory paid leave for all workers in Illinois with limited exceptions. As a home rule municipality, the City of Des Plaines has the opportunity to opt out of this Act and adopt its own generous leave policies. Action must be taken before the Act's effective date of January 1, 2024.

Analysis:

The Illinois Paid Leave for All Workers Act entails the following key provisions:

Employee Rights Under the Act:

- Eligibility for 1 hour of leave for every 40 hours worked (or pro-rated based on average weekly hours), with a maximum of 40 hours.
- Leave can be used for any reason and any time without notice unless the employer has a written policy for such procedures; an employer may require up to seven calendar days' notice if leave is foreseeable.
- No requirement to find a replacement when using leave.
- Payout of leave is mandated upon employment separation if the leave is banked under current vacation or personal leave policies. If it is tracked via a separate leave bank, it is not required to be paid out upon separation from the City.
- Carryover from the prior year is required if the leave is accrued, not frontloaded.
- Employees can request their leave balance at any time.

Employer Rights Under the Act:

- Employers can require leave to be used in 2-hour increments, provided it is stated in a policy.

- Up to a 7-day advanced notice requirement can be instituted for foreseeable leave, as long as it is stated in a policy.
- Employees are not entitled to use paid leave under the Act until 90 days following commencement of employment, or the effective date of the Act, whichever is later.
- Employers do not have to make a payout upon separation if leave is separately banked, but an employer must still comply with the Act’s reporting requirements, including preserving records for not less than three years, and providing notice of the amount of paid leave accrued or used upon an employee’s request.

The Act does not apply to school districts, park districts, and employees in the currently covered collective bargaining agreements. Employees covered by a collective bargaining agreement as of January 1, 2024, are also exempt, but the Act's provisions become mandatory subjects of bargaining upon contract expiration. This includes public safety collective bargaining agreements.

The City of Des Plaines currently provides a comparable paid time off package to its employees that are more generous than what is required by the Act. The paid time off program is detailed in Table 1 below. Employee accrued paid time off is banked and easily accessible. In rare instances where leave is denied, it is usually due to operational coverage concerns. Under the plain language of the Act, there are no exceptions for lack of coverage or resources in City Hall or a public safety environment.

Table 1: Paid Time Off Program by Workgroup

Years of Service	1-4 Years	5-9 Years	10-14 Years	13 Years	15-19 Years	16 Years	20-24 Years	25+ Years
Non-Management Paid Days Off								
Vacation Accrual Days	10	15	17	17	20	20	23	25
Personal Accrual Days	0	1	2	2	3	3	4	5
Sick Accrual Days	12	12	12	12	12	12	12	12
Total	22	28	31	31	35	35	39	42
Management Paid Days Off								
Vacation Accrual Days	15	20	25	25	25	25	25	25
Personal Accrual Days	1	2	3	3	4	4	5	5
Sick Accrual Days	12	12	12	12	12	12	12	12
Total	28	34	40	40	41	41	42	42
AFSCME Paid Days Off								
Vacation Accrual Days	10	15	17	17	20	20	23	25
Personal Accrual Days	0	1	2	2	3	3	4	5
Sick Accrual Days	12	12	12	12	12	12	12	12
Total	22	28	31	31	35	35	39	42
MECCA Paid Days Off								
Vacation Accrual Days	10	15	17	17	20	20	23	25
Personal Accrual Days	0	1	2	2	3	3	4	5
Sick Accrual Days	12	12	12	12	12	12	12	12
Total	22	28	31	31	35	35	39	42
MAP 240 Paid Days Off								
Vacation Accrual Days	10	15	17	17	20	20	23	25
Personal Accrual Days	0	1	2	2	3	3	4	5
Sick Accrual Days	12	12	12	12	12	12	12	12
Total	22	28	31	31	35	35	39	42
MAP 241 Paid Days Off								
Vacation Accrual Days	10	15	17	17	20	20	23	25
Personal Accrual Days	1	2	3	3	4	4	5	5
Sick Accrual Days	12	12	12	12	12	12	12	12
Total	23	29	32	32	36	36	40	42

Table 1: Paid Time Off Program by Workgroup Continued

Years of Service	1-4 Years	5-9 Years	10-14 Years	13 Years	15-19 Years	16 Years	20-24 Years	25+ Years
IAFF Non-Management Paid Days Off (24 Hour Shift Days)								
Vacation Accrual Days	5	7	8	8	10	10	11	12
Personal Accrual Days	0	0	0	1	1	2	3	3
Sick Accrual Days	6	6	6	6	6	6	6	6
Total	11	13	14	15	17	18	20	21
IAFF Management Paid Days Off (24 Hour Shift Days)								
Vacation Accrual Days	5	7	8	8	10	10	11	12
Personal Accrual Days	2	2	2	2	2	3	4	4
Sick Accrual Days	6	6	6	6	6	6	6	6
Total	13	15	16	16	18	19	21	22

With the exception of 16 regular part-time positions and five rotating Public Works seasonal part-time employees, the City already provides more leave than the Act requires. For those exceptions, this issue will be rectified by placing regular part-time positions on a pro-rated version of the City’s vacation and sick leave accrual programs.

The primary concern of the Act is that employees may use these 40 hours of paid time off without providing a reason and the time off cannot be denied by the City. Hypothetically, this could mean that an entire group of employees – Public Works, Engineering, Human Resources, Police Officers, Finance, Red Shift in Fire, etc. could all request to take off the same week, and the City would not have the ability to deny the time off. In the interest of City operations and public safety, it is recommended that the City forgo the requirements under the Act and adopt as policy in lieu of the Act the generous paid time off benefits afforded to all City of Des Plaines Employees.

Recommendation – Exempt the City of Des Plaines from the Act’s Requirements and Adopt Its Current Paid Leave Policies

In consultation with the City Attorney, staff recommends that the City of Des Plaines as an employer exempt itself from the Paid Leave for All Workers’ Act through its home rule authority, and instead, adopt its current paid leave policies. This decision aligns with the City's current leave policies, operational needs, and public safety obligations.

In order to do this, the City Council must pass an ordinance opting out of the Illinois Paid Leave for All Workers Act and officially adopting its existing paid leave policies before its effective date on January 1, 2024. A draft ordinance is attached for your review and consideration.

Attachments:

Attachment 1 – Ordinance M-21-23 Adopting the City of Des Plaines’ Paid Leave and Benefits Policy and Opting out of the Illinois Paid Leave for All Workers Act For All City of Des Plaines Employees

CITY OF DES PLAINES

ORDINANCE M - 21 - 23

AN ORDINANCE ADOPTING THE CITY OF DES PLAINES' CURRENT PAID LEAVE AND BENEFITS POLICY AND OPTING OUT OF THE ILLINOIS PAID LEAVE FOR ALL WORKERS ACT (820 ILCS 192/1 et seq.) FOR ALL CITY OF DES PLAINES EMPLOYEES.

WHEREAS, the City of Des Plaines (“*City*”) is an Illinois home rule municipality pursuant to Article VII, § 6 of the Illinois Constitution, 1970, and may, pursuant to said authority, undertake any action and adopt any ordinance relating to its government and affairs; and

WHEREAS, on March 13, 2023, Public Act 102-1143, the Illinois Paid Leave for All Workers Act (820 ILCS 192/1 *et seq.*) (“*Act*”) was signed into law by Governor J.B. Pritzker; and

WHEREAS, the Act establishes a mandatory paid leave standard for all employees in Illinois, with limited exceptions; and

WHEREAS, effective January 1, 2024, the Act will apply to all Illinois employers, including municipalities, unless the employer is subject to an existing municipal or county ordinance that requires the employer to provide any form of paid leave to their employees or unless a specific exemption applies; and

WHEREAS, the City recognizes the importance of paid leave and provides all municipal employees of the City with benefits, including paid leave, that are more generous than those required under the Act; and

WHEREAS, the mandatory paid leave standard required by the Act constitutes an unfunded mandate on the City under the State Mandates Act, 30 ILCS 805/1, *et seq.*; and

WHEREAS, Article VII, § 6(i) of the Illinois Constitution of 1970 provides that home rule units of local government may exercise and perform concurrently with the State any power or function to the extent that the General Assembly by law does not specifically limit the concurrent exercise or specifically declare the State’s exercise to be exclusive; and

WHEREAS, the Act does not preempt the City’s home rule authority; and

WHEREAS, the City Council has determined that supplementing the City’s generous existing benefits and leave policy for its employees with the Act’s mandatory paid leave standard would place undue financial and operational burdens on the City, its vital operations, and, ultimately, its residents; and

WHEREAS, pursuant to 820 ILCS 192/15(p), the provisions of the Act do not apply to any employer that is covered by a municipal or county ordinance that: (i) requires employers to provide any form of paid leave to their employees, including paid sick leave; and (ii) is in effect

on the effective date of the Act; and

WHEREAS, the Mayor and the City Council have determined that it will serve and be in the best interest of the City and its residents to affirm the City's commitment to providing leave benefits to all of its employees in the manner set forth in this Ordinance;

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

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

SECTION 2. AFFIRMATION AND ADOPTION OF PAID LEAVE POLICY.

A. Pursuant to its authority as a home-rule municipality, the City hereby affirms and adopts its current leave policy and benefits package for all City employees as set forth in the City's Code of Ordinances, specifically §1-8 *et seq.*, the City's Personnel Policy Manual, any collective bargaining agreements to which the City is a party, and other binding legislative actions governing paid leave adopted by the City Council, as the same may be amended from time-to-time.

B. This Ordinance governs over and supersedes all provisions of the Act impacting the employment relationship between the City and its employees.

C. This Ordinance, once adopted, shall apply to all employees of the City; provided, however, that nothing in this Ordinance shall be deemed to affect the validity or change the terms of currently-existing collective bargaining agreements to which the City is a party on or before December 31, 2023.

D. No additional obligations with regard to mandatory paid leave, including, without limitation, any obligations adopted under the Act by the State of Illinois, shall apply to the City in its capacity as an employer, except those required by federal or State of Illinois laws and regulations preempting the City's home rule authority.

SECTION 3. SEVERABILITY. If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 4. REPEALER. All ordinances or resolutions or parts of ordinances or resolutions in conflict herewith, to the extent of such conflict, are hereby changed and amended to comply with this Ordinance; and to the extent the same cannot be so amended, are hereby repealed to the extent of such inconsistency.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this _____ day of _____, 2023.

APPROVED this _____ day of _____, 2023.

VOTE: Ayes _____ Nays _____ Absent _____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
_____ day of _____, 2023.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel


**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT**

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

MEMORANDUM

Date: November 8, 2023

To: Michael G. Bartholomew, City Manager

From: Jonathan Stytz, AICP, Senior Planner JS

Cc: Ryan Johnson, Assistant Director of Community and Economic Development RJ

Subject: Zoning Text Amendments Regarding Landscape Buffer Requirements in C-4 District

Issue: The petitioner is proposing to modify Section 12-10-9.C to require properties located in the C-4 Regional Shopping district that abut residential properties to comply with landscape buffer requirements in Section 12-10-9 of the Zoning Ordinance.

PIN: Citywide

Petitioner: City of Des Plaines, 1420 Miner Street, Des Plaines, IL 60016

Case Number: #23-061-TA

Request Description: The City of Des Plaines is proposing amending the Zoning Ordinance to clarify regulations for landscape buffers on properties located in the C-4 district that abut residential properties.

Background

Chapter 10 of the Zoning Ordinance, “Landscaping and Screening,” was created to:

“preserve and enhance the appearance, character, health, safety, and general welfare of the community by fostering aesthetically pleasing development...” [and] “...increase the compatibility of adjacent uses, and minimize the adverse impact of noise, dust, motor vehicle headlight glare or other artificial light intrusions, and other objectionable activities or impacts conducted on or created by adjoining or neighboring uses.” (Section 12-10-1 of the Zoning Ordinance)

To achieve this purpose, Section 12-10-9 of the Zoning Ordinance was created to specify landscape buffer requirements for properties with more intensive uses such as higher density residential districts and properties in non-residential districts that abut properties in the R-1 Single Family Residential and R-2 Two-Family Residential districts to provide screening in between the two districts. The landscape buffer/screening requirements vary based on the type of zoning district that abuts an R-1 or R-2 district as indicated on the following table. However, the landscape buffer/screening requirements include the installation of a minimum five-foot-wide non-paved landscape buffer and opaque fence for the entire length of the property line of the more intensive district that abuts the R-1 or R-2 district.

Section 12-10-9.C - Landscape Buffer Requirements

Zoning District Abutting a R-1 or R-2 district	Buffer Width	Buffer Improvements
R-3 Townhouse Residential, R-4 Central Core Residential, or MH-1 Mobile Home Park districts	5 feet	<ul style="list-style-type: none"> • Solid wood, vinyl, or masonry fence not exceeding six feet in height. • Remaining landscape buffer not covered by the fence must be maintained as turf or other ground cover.
C-1 Neighborhood Shopping and C-2 Limited Office Commercial districts	5 feet	<ul style="list-style-type: none"> • Shade trees, a minimum of two and one-half inches in caliper, must be planted on an average of one tree for every 30 feet of the yard length. • A solid wood, vinyl, or masonry fence eight feet in height shall be erected along 100 percent of the yard length. • The remaining landscape buffer area not planted with trees shall be maintained as turf or other ground cover.
C-3 General Commercial, M-1 Limited Manufacturing, M-2 General Manufacturing, or M-3 Special Manufacturing districts	5 feet	<ul style="list-style-type: none"> • Shade trees, a minimum of two and one-half inches in caliper, shall be planted on an average of one tree for every 30 feet of the yard length. • A solid wood, vinyl, or masonry fence eight feet in height shall be erected along 100 percent of the yard length. • The landscape buffer area not planted with trees shall be maintained as turf or other ground cover.
I-1 Institutional district	5 feet	<ul style="list-style-type: none"> • The landscape buffer shall contain the following improvements: Shade trees, a minimum of two and one-half inches in caliper, shall be planted on an average of one tree for every 30 feet of the yard length. • A solid wood, vinyl, or masonry fence eight feet in height shall be erected along 100 percent of the yard length. • The Landscape buffer area not planted with trees shall be maintained as turf or other ground cover.

Currently, properties in the C-4 Regional Shopping district are exempt from the landscape buffer requirements. However, many properties in the C-4 district directly abut or are adjacent to properties in the R-1 or R-2 districts. Staff has also received complaints regarding existing fences on some C-4-zoned properties that are in disrepair and are not providing proper screening between different districts. As such, staff is proposing to adjust the landscape buffer table above to add the C-4 district, requiring properties in this district to comply with landscape buffer regulations currently in place for properties in the C-3, M-1, M-2, and M-3 districts.

Proposed Amendments

The full proposed amendments are attached and are summarized below:

Section 12-10-9, Landscape Buffers: Adjust subsection C of this section to regulate landscape buffers for properties located in the C-4 Regional Shopping district the same way as currently regulated for properties in the C-3, M-1, M-2, and M-3 districts. The landscape buffer regulations that will apply are as follows:

- Shade trees, a minimum of two and one-half inches in caliper, shall be planted on an average of one tree for every 30 feet of the yard length.
- A solid wood, vinyl, or masonry fence eight feet in height shall be erected along 100 percent of the yard length.
- The landscape buffer area not planted with trees shall be maintained as turf or other ground cover.

PZB Recommendation and Findings of Fact:

The Planning and Zoning Board (PZB) held a public hearing on October 24, 2023 and recommended approval 6-0 of the amendments as written in the attached approving Ordinance Z-32-23. Rationale that serves as justification on the standards for text amendments (Section 12-3-7.E of the Zoning Ordinance) is included with the attached excerpt of the October 24, 2023 meeting minutes.

City Council Action: Under Section 12-3-7.D of the Zoning Ordinance, the City Council may approve, approve with modifications, or deny the amendments.

Attachments:

Attachment 1: Letter from PZB Chairman Szabo

Attachment 2: Excerpt from Draft Minutes of the October 24, 2023 PZB Meeting

Ordinance Z-32-23



**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT**

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

October 25, 2023

Mayor Goczkowski and Des Plaines City Council
CITY OF DES PLAINES

Subject: Planning and Zoning Board, Text Amendment, 23-061-TA, Citywide

RE: Consideration of Text Amendments to Require Landscaping Buffering Requirements for Properties in the C-4 District

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) held a public hearing on October 24, 2023 to consider various text amendments to require landscaping buffering requirements for properties in the C-4 Regional Shopping district that abut R-1 Single Family Residential or R-2 Two Family Residential districts.

1. Community and Economic Development (CED) department staff summarized the proposed amendments with slides providing an overview of the purpose of the landscaping and screening chapter of the Zoning Ordinance and the existing regulations for landscaping buffering requirements for other zoning districts in Des Plaines. Staff noted an example of a landscape buffer and briefly described an image from the Des Plaines Planting Guide illustrating the requirements and installation of a landscape buffer. Staff explained that the current landscape buffer regulations table in Section 12-10-9 of the Zoning Ordinance does not include the C-4 district, therefore exempting properties in this district from the buffer requirements. However, staff described the proposed amendments to add the C-4 district into the table requiring properties in this district that abut R-1 or R-2 properties to comply with the landscape buffer requirements that are currently in place for the C-3 General Commercial, M-1 Limited Manufacturing, M-2 General Manufacturing, and M-3 Special Manufacturing districts that abut R-1 or R-2 properties.
2. PZB members asked if these amendments are passed would existing C-4-zoned properties abutting R-1 or R-2 districts have to immediately conform with these requirements or would they be legal non-conforming; and what would trigger the need for an existing developed C-4-zoned property to comply with these standards. Attorney Stew Weiss responded that upon passing of these amendments, existing developed C-4-zoned properties not meeting these regulations would be identified as a legal non-conforming use. He clarified that substantial development/redevelopment or requested entitlements—such as a conditional use, map amendment, etc.—would require these properties to be brought up into conformance with these amendments. He added that interior remodeling of the building would not trigger the requirement to conform with these standards. Senior Planner Jonathan Stytz added that non-conforming uses are regulated under Section 12-5-5 of the Zoning Ordinance, which limits the work that can be done on the property before the property must be brought into conformance.
3. No members from the public spoke on this request.
4. The PZB voted 6-0 to recommend approval of the proposed text amendments as written.

Respectfully submitted,

A handwritten signature in black ink that reads 'James Szabo'.

James Szabo,
Des Plaines Planning and Zoning Board, Chairman
Cc: City Officials/Aldermen

2. Address: Citywide

Case Number: 23-061-TA

The City of Des Plaines is proposing amending the Zoning Ordinance to clarify regulations for landscape buffers on properties located in the C-4 district that abut residential properties.

PINs: Citywide

Petitioner: City of Des Plaines, 1420 Miner Street, Des Plaines, IL 60016

Case Number: #23-061-TA

Background: Chapter 10 of the Zoning Ordinance, “Landscaping and Screening,” was created to “preserve and enhance the appearance, character, health, safety, and general welfare of the community by fostering aesthetically pleasing development...” [and] “...increase the compatibility of adjacent uses, and minimize the adverse impact of noise, dust, motor vehicle headlight glare or other artificial light intrusions, and other objectionable activities or impacts conducted on or created by adjoining or neighboring uses.” (Section 12-10-1 of the Zoning Ordinance)

To achieve this purpose, Section 12-10-9 of the Zoning Ordinance was created to specify landscape buffer requirements for properties with more intensive uses such as higher density residential districts and properties in non-residential districts that abut properties in the R-1 Single Family Residential and R-2 Two-Family Residential districts to provide screening in between the two districts. The landscape buffer/screening requirements vary based on the type of zoning district that abuts an R-1 or R-2 district as indicated on the following table. However, the landscape buffer/screening requirements include the installation of a minimum five-foot-wide non-paved landscape buffer and opaque fence for the entire length of the property line of the more intensive district that abuts the R-1 or R-2 district.

Section 12-10-9.C - Landscape Buffer Requirements		
Zoning District Abutting a R-1 or R-2 district	Buffer Width	Buffer Improvements
R-3 Townhouse Residential, R-4 Central Core Residential, or MH-1 Mobile Home Park districts	5 feet	<ul style="list-style-type: none"> • Solid wood, vinyl, or masonry fence not exceeding six feet in height. • Remaining landscape buffer not covered by the fence must be maintained as turf or other ground cover.
C-1 Neighborhood Shopping and C-2 Limited Office Commercial districts	5 feet	<ul style="list-style-type: none"> • Shade trees, a minimum of two and one-half inches in caliper, must be planted on an average of one tree for every 30 feet of the yard length. • A solid wood, vinyl, or masonry fence eight feet in height shall be erected along one 100 percent of the yard length. • The remaining landscape buffer area not planted with trees shall be maintained as turf or other ground cover.

C-3 General Commercial, M-1 Limited Manufacturing, M-2 General Manufacturing, or M-3 Special Manufacturing districts	5 feet	<ul style="list-style-type: none"> • Shade trees, a minimum of two and one-half inches in caliper, shall be planted on an average of one tree for every 30 feet of the yard length. • A solid wood, vinyl, or masonry fence eight feet in height shall be erected along one 100 percent of the yard length. • A solid wood, vinyl, or masonry fence eight feet in height shall be erected along one 100 percent of the yard length.
I-1 Institutional district	5 feet	<ul style="list-style-type: none"> • The landscape buffer shall contain the following improvements: Shade trees, a minimum of two and one-half inches in caliper, shall be planted on an average of one tree for every 30 feet of the yard length. • A solid wood, vinyl, or masonry fence eight feet in height shall be erected along one 100 percent of the yard length. • The Landscape buffer area not planted with trees shall be maintained as turf or other ground cover.

Currently, properties in the C-4 Regional Shopping district are exempt from the landscape buffer requirements. However, many properties in the C-4 district directly abut or are adjacent to properties in the R-1 or R-2 districts. Staff has also received complaints regarding existing fences on some C-4-zoned properties that are in disrepair and are not providing proper screening between different districts. As such, staff is proposing to adjust the landscape buffer table above to add the C-4 district, requiring properties in this district to comply with the landscape buffer regulations currently in place for properties in the C-3, M-1, M- 2, and M-3 districts.

Proposed Amendments

The full proposed amendments are attached and are summarized below:

Section 12-10-9, Landscape Buffers: Adjust subsection C of this section to regulate landscape buffers for properties located in the C-4 Regional Shopping district the same way as currently regulated for properties in the C-3, M-1, M-2, and M-3 districts. The landscape buffer regulations that will apply are as follows:

- Shade trees, a minimum of two and one-half inches in caliper, shall be planted on an average of one tree for every 30 feet of the yard length.
- A solid wood, vinyl, or masonry fence eight feet in height shall be erected along one 100 percent of the yard length.
- The landscape buffer area not planted with trees shall be maintained as turf or other ground cover.

Standards for Zoning Text Amendment:

The following is a discussion of standards for zoning amendments from Section 12-3-7.E of the Zoning Ordinance. The PZB may recommend the City Council approve, approve with modifications, or deny the amendments. The PZB *may* adopt the following rationale for how the proposed amendments would satisfy the standards, or the Board may use its own.

1. Whether the proposed amendment is consistent with the goals, objectives, and policies of the comprehensive plan, as adopted and amended from time to time by the City Council;

These amendments help clarify and expand on the landscape buffer regulations in between different districts to address a current gap in the Zoning Ordinance. As many C-4-zoned properties directly abut or are adjacent to R-1 and R-2 districts, the proposed amendments require appropriate screening mechanisms to strengthen the transition between uses to reduce adverse effects on neighboring properties, which the Comprehensive Plan strives to achieve.

2. Whether the proposed amendment is compatible with current conditions and the overall character of existing development;

The proposed amendments provide further consistency in screening regulations city-wide and align with the existing landscape buffer regulations currently in place for similar zoning districts, such as the C-3 General Commercial district. The amendments focus on furthering screening mechanisms in between large commercial buildings often found in the C-4 district with lower density residential development to soften the transition between these two different uses.

3. Whether the proposed amendment is appropriate considering the adequacy of public facilities and services available to this subject property;

The proposed amendments would not impact the public facilities and services available to properties located within the C-4 district, but rather extend the existing buffer regulations to the C-4 district. The existing regulations also provide accommodation for pedestrian connections between the two uses as necessary.

4. Whether the proposed amendment will have an adverse effect on the value of properties throughout the jurisdiction; and

It is not anticipated that the proposed amendments will have any adverse effect on surrounding properties, but rather an improved and softened transition between differing uses that decreases adverse effects.

5. Whether the proposed amendment reflects responsible standards for development and growth.

The proposed text amendments facilitate a path towards responsible standards for development and growth for all properties in the C-4 district that are already in place for other districts in Des Plaines. The amendments purpose is to provide an adequate buffer in between varying uses and foster commercial site design in a way that is consistent with the surrounding neighborhood.

PZB Procedure and Recommendation: Under Section 12-3-7 of the Zoning Ordinance, the PZB has the authority to *recommend* that the City Council approve, approve with modifications, or deny the above- mentioned amendments. The Board should clearly state any modifications so that its recommended language can be incorporated in the approving ordinance passed on to the Council, which has final authority on the proposal.

Associate Planner Stytz reviewed the case slides and provided an overview of the proposed amendments.

Member Weaver stated that after reviewing the zoning map can see where the buffers are missing and is support of making this correction.

Legal Counsel Weiss explained that the existing areas that do not have fences will be legal non-conforming. If there is a major redevelopment, then the developer would have to install a fence at that time.

A motion was made by Board Member Weaver, seconded by Board Member Hofherr to approve Section 12-10-9, Landscape Buffers: Adjust subsection C of this section to regulate landscape buffers for properties located in the C-4 Regional Shopping district as recommended by staff.

AYES: Weaver, Veremis, Fowler, Hofherr, Szabo, Saletnik
NAYES: None
ABSTAIN: None

*****MOTION CARRIES UNANIMOUSLY ****

Senior Planner Redman requested a meeting date for a public workshop pertaining to a mixed-use development at 414 E. Golf Road. The consensus was to schedule the workshop for November 28, 2023 at 7:00 p.m.

ADJOURNMENT

The next scheduled Planning & Zoning Board meeting is Tuesday November 14, 2023.
Chairman Szabo adjourned the meeting by voice vote at 8:45 p.m.

Sincerely,
Laura Fast, Deputy City Clerk/Recording Secretary
cc: City Officials, Aldermen, Planning & Zoning Board, Petitioners

CITY OF DES PLAINES

ORDINANCE Z - 32 - 23

AN ORDINANCE AMENDING THE TEXT OF THE DES PLAINES ZONING ORDINANCE REGARDING LANDSCAPE BUFFERS AND SCREENING.

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

WHEREAS, the "Des Plaines Zoning Ordinance of 1998," as amended ("**Zoning Ordinance**"), is codified as Title 12 of the City Code of the City of Des Plaines ("**City Code**"); and

WHEREAS, the City desires to amend Section 12-10-9 of the Zoning Ordinance to require properties in the C-4 Regional Shopping District that abut a property in the R-1 Single Family Residential District or R-2 Two Family Residential District to comply with the existing landscape buffer regulations set forth in Section 12-10-9.C ("**Proposed Amendments**"); and

WHEREAS, a public hearing by the Planning and Zoning Board ("**PZB**") to consider the Proposed Amendments was duly advertised in the Des Plaines Journal on October 4, 2023, and held by the PZB on October 24, 2023; and

WHEREAS, on October 24, 2023, the PZB voted 6-0 to recommend approval of the Proposed Amendments; and

WHEREAS, the PZB forwarded its recommendation in writing to the City Council on November 8, 2023; and

WHEREAS, the City Council has considered the factors set forth in Section 12-3-7.E, titled "Standards for Amendments," of the Zoning Ordinance; and

WHEREAS, the City Council has determined that it is in the best interest of the City to adopt the Proposed Amendments and amend the Zoning Ordinance as set forth in this Ordinance;

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

SECTION 1. RECITALS. The recitals set forth above are incorporated herein by reference and made a part hereof.

SECTION 2. FINDING OF COMPLIANCE. The City Council finds that consideration of the Text Amendments complies with the provisions of Section 12-3-7 of Zoning Ordinance.

Additions are bold and double-underlined; deletions are struck through.

SECTION 3. LANDSCAPE BUFFERS. Section 12-10-9, titled “Landscape Buffers,” of Chapter 10, titled “Landscaping and Screening,” of the Zoning Ordinance is hereby amended to read as follows:

“12-10-9: LANDSCAPE BUFFERS.

* * *

C. Size And Improvement Of Landscape Buffers: The size and required improvement of landscape buffers shall be as follows:

R-3 Townhouse Residential, R-4 Central Core Residential, Or MH-1 Mobile Home Park Districts:	
	Buffer Width: Where a multiple-family or mobile home park development abuts a single- or two-family residential district or use, a landscape buffer a minimum of five feet in width shall be provided.
	Buffer Improvements: The landscape buffer shall include a solid wood, vinyl, or masonry fence, not exceeding six feet in height. The remaining landscape buffer area not covered by the fence shall be maintained as turf or other ground cover.
C-1 And C-2 Commercial Districts:	
	Buffer Width: Where a lot in the C-1 neighborhood shopping district or C-2 limited office commercial district abuts a residential district or use, a landscape buffer a minimum of five feet in width shall be provided.
	Buffer Improvements: The landscape buffer shall include the following improvements:
	1. Shade trees, a minimum of two and one-half inches in caliper, shall be planted on an average of one tree for every 30 feet of the yard length.
	2. A solid wood, vinyl, or masonry fence eight feet in height shall be erected along one 100 percent of the yard length
	3. The remaining landscape buffer area not planted with trees shall be maintained as turf or other ground cover.
C-3 and C-4 Commercial, M-1, M-2 Or M-3 Manufacturing Districts:	
	Buffer Width: Where a lot in the C-3 general commercial district, <u>C-4 regional shopping</u> , M-1 limited manufacturing district, M-2 general manufacturing district, or M-3 special manufacturing district abuts a residential district or use, a landscape buffer a minimum of five feet in width shall be provided.
	Buffer Improvements: The landscape buffer shall contain the following improvements:
	1. Shade trees, a minimum of two and one-half inches in caliper, shall be planted on an average of one tree for every 30 feet of the yard length.
	2. A solid wood, vinyl, or masonry fence eight feet in height shall be erected along one 100 percent of the yard length
	3. The landscape buffer area not planted with trees shall be maintained as turf or other ground cover.

* * *

Additions are bold and double-underlined; ~~deletions are struck through.~~

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

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

PASSED this _____ day of _____, 2023.

APPROVED this _____ day of _____, 2023.

VOTE: Ayes _____ Nays _____ Absent _____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
____ day of _____, 2023.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Ordinance Amending Landscape Buffer and Screening Standards

Additions are bold and double-underlined; ~~deletions are struck through.~~