



## CITY COUNCIL AGENDA

Monday, October 7, 2024  
Regular Session – 7:00 p.m.  
Room 102

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### CALL TO ORDER

### REGULAR SESSION

ROLL CALL

PRAYER

PLEDGE OF ALLEGIANCE

### PROCLAMATION

NATIONAL CRIME PREVENTION MONTH

### 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-15-24:** Approving the Termination of Special Service Area (SSA) No. 15 for Rear Yard Drainage Improvements at 345/353 Ardmore Road
2. **FIRST READING – ORDINANCE M-16-24:** Approving the 2024 Tax Levy Abatement Ordinance for General Obligation Refunding Bonds, Series 2018
3. **FIRST READING – ORDINANCE M-17-24:** Approving the Disposal of the Listed Vehicles/Equipment Through Obenauf Auction Service, Inc., Round Lake, Illinois
4. **FIRST READING – ORDINANCE M-18-24:** Approving Modification of Section 7-3-9 of the City Code to Add Additional Streets for Residential Parking Only
5. **FIRST READING – ORDINANCE M-19-24:** Approving a Class E Liquor License (Restaurant Dining Room, On-Site Consumption Only) for Lea Hospitality Group, LLC d/b/a Brunch City, 901 East Oakton Street
6. **RESOLUTION R-158-24:** Waiving Competitive Bidding Procedures and Approving the Contract for 2006 Vactor Refurbishment with Standard Equipment Company, Elmhurst, Illinois in the Amount of \$184,870.01. Budgeted Funds – Equipment Replacement.
7. **RESOLUTION R-159-24:** Approving Task Order No. 2 in the Amount of \$130,402.86 with Sentinel Technologies, Inc., Downers Grove, Illinois for the Procurement of Network Core Switches. Source of Funds – IT Replacement.
8. **RESOLUTION R-160-24:** Approving Task Order No. 5 in the Amount of \$141,480.00 with Super Electric Construction Company, Chicago, Illinois. Source of Funds – Water.
9. **RESOLUTION R-161-24:** Approving Task Order No. 8 with Christopher B. Burke Engineering, Ltd., Rosemont, Illinois in the Amount of \$70,000.00. Budgeted Funds – Capital Projects.
10. **RESOLUTION R-162-24:** Approving Change Order No. 1 in the Amount of \$223,360 with Landscape Concepts Management, Inc. and Task Order No. 6 in the Amount of \$85,000 with Berger Excavating Contractors for Emergency Services Related to Storm Damage. Budgeted Funds – General/Contingency and Water/Contingency.
11. **RESOLUTION R-164-24:** Approving a Fourth Change Order to the 2022 Contract with B&F Construction Code Services, Inc. for Building Inspection and Plan Review Services to Increase the Amount of the Current Purchase Order for a New Not-to-Exceed Amount of \$155,000 for the 2024 Fiscal Year. Budgeted Funds – General Fund/Building & Code Division.
12. **RESOLUTION R-165-24:** Approving an Easement Agreement for Looped Water Main on the Property of 1680 East Touhy Avenue, Des Plaines, Illinois
13. **RESOLUTION R-167-24:** Rejecting All Bids for the 2024 Capital Improvement Program Water Main Improvements Project
14. **SECOND READING – ORDINANCE M-14-24:** Amending Section 3-3-8 of the Des Plaines City Code Regarding Fees for Ambulance and Other Fire Department Services

15. **SECOND READING – ORDINANCE Z-22-24:** Consideration of a Zoning Text Amendment Regarding Office Use in the C-4 Regional Shopping District
16. Minutes/Regular Meeting – September 16, 2024

**UNFINISHED BUSINESS**

1. **RESOLUTION R-154-24:** Awarding the Bid for 2025-2027 Street Sweeping Services to Lakeshore Recycling Services, West Chicago, Illinois in the 2025 Amount of \$206,500; 2026 Amount of \$212,695; 2027 Amount of \$219,075.85 with Additional as Needed Hourly Rates. Budgeted Funds – Street Maintenance/Miscellaneous Contractual Services. (*deferred from September 16, 2024 City Council Agenda*)
2. **FIRST READING – ORDINANCE Z-14-24:** Consideration of Conditional Uses for Trade Contractors at 965 & 975 Rand Road (*deferred from 7/15/24 and 8/19/24 City Council Agendas*)

**NEW BUSINESS**

1. **FINANCE & ADMINISTRATION** – Alderman Dick Sayad, Chair
  - a. Warrant Register in the Amount of \$5,285,123.08 – **RESOLUTION R-166-24**
2. **COMMUNITY DEVELOPMENT** – Alderman Colt Moylan, Chair
  - a. Consideration of a Conditional Use for a Food Processing Establishment (Catering) at 1545-1547 Lee Street – **FIRST READING – ORDINANCE Z-23-24**
  - b. Discussion Regarding Pilot Permit Program for Bee Hives & Apiaries (*deferred from 9/16/24 City Council Agenda*)

**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.**



OFFICE OF THE MAYOR

1420 Miner Street  
Des Plaines, IL 60016  
P: 847.391.5301  
desplainesil.gov

MEMORANDUM

Date: September 26, 2024  
To: Aldermen  
From: Andrew Goczkowski, Mayor *AG..*  
Cc: Dorothy Wisniewski, City Manager  
Subject: Proclamation

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At the beginning of the October 7, 2024 City Council Meeting, we will be issuing a Proclamation recognizing National Crime Prevention Month.



**OFFICE OF THE MAYOR**

**CITY OF**

**DES PLAINES, ILLINOIS**

**WHEREAS,** *residents of all ages must be made aware of the dangers of crime and learn how to protect themselves, their families, neighbors, and property from being harmed or becoming victims; and*

**WHEREAS,** *the Des Plaines Police Department is committed to providing initiatives aimed at reducing crime and enhancing public safety, including public awareness events and campaigns; and*

**WHEREAS,** *the City of Des Plaines encourages residents to invest time, utilize resources, and support policies that contribute to the effort to keep Des Plaines safe; and*

**WHEREAS,** *effective crime prevention succeeds because of partnerships between the community and individuals, as well as awareness of crime prevention and personal safety.*

*Now, therefore, I, ANDREW GOCZKOWSKI, MAYOR OF THE CITY OF DES PLAINES, do hereby proclaim the month of October as*

**NATIONAL CRIME PREVENTION MONTH**

*Dated this 7<sup>th</sup> day of October 2024.*

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*Andrew Goczkowski, Mayor*



FINANCE DEPARTMENT  
1420 Miner Street  
Des Plaines, IL 60016  
P: 847.391.5300  
desplainesil.gov

MEMORANDUM

Date: October 7, 2024  
To: Dorothy Wisniewski, City Manager  
From: Agnes Podbial, Director of Finance *AP*  
Subject: Termination of Special Service Area (SSA) No. 15

**Issue:** For the City Council to approve the ordinance terminating expired SSA No. 15 as of the 2024 Tax Year.

**Analysis:** The City adopts several property tax levy ordinances annually to collect the special assessment attributable to the respective properties within an SSA for completed projects that were not funded by general taxation.

SSA No. 15 was established per Ordinance M-03-14, adopted on February 18, 2014, whereby the City was authorized to provide rear yard drainage improvements at 345/353 Ardmore Road. During the years of 2014 through 2023, the annual tax levy related to the improvements was \$1,643. The levy amounts included interest and construction costs.

Given that all improvements contemplated by Ordinance M-03-14 have been completed, the City has to file a termination of the expired SSA with Cook County. This process can be completed by passage of an Ordinance by the City Council and filing with the County Clerk's Map Department.

**Recommendation:** I recommend that the City Council approve Ordinance M-15-24 terminating the expired SSA No. 15.

**Attachments:**

Ordinance M-15-24 - Ordinance Terminating Expired Special Service Area

**CITY OF DES PLAINES**

**ORDINANCE M - 15 - 24**

**AN ORDINANCE TERMINATING EXPIRED SPECIAL SERVICE AREAS 15.**

**WHEREAS**, on February 18, 2014, the City Council of the City of Des Plaines adopted Ordinance M-03-14, which created a special service area designated as the "Special Service Area Number Fifteen" for the purpose of providing rear yard drainage improvements at 345 and 353 Ardmore Road in the City ("**SSA No. 15**"); and

**WHEREAS**, all improvements contemplated by Ordinance M-03-14 have been completed, the City has not issued tax levy for SSA No. 15 since the 2023 tax year, and there are no excess funds available; and

**WHEREAS**, the City Council has determined that the termination of SSA No. 15 is in the best interest of the City;

**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. TERMINATION OF SPECIAL SERVICE AREA.** The following Special Service Area is hereby terminated as of the 2024 Tax Year:

<b>Agency Name</b>	<b>Agency No.</b>
City of Des Plaines Special Service Area 15	03-0290-112

**SECTION 3: FILING WITH COUNTY.** After the Effective Date of this Ordinance, the City Clerk is directed to file a certified copy of this Ordinance in the Office of the Cook County Clerk.

**SECTION 4. EFFECTIVE DATE.** This ordinance shall be in full force and effect from and after its passage, by a vote of the corporate authorities, approval, publication and posting as provided by law.

[SIGNATURE PAGE FOLLOWS]

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

Published in pamphlet form this  
\_\_\_\_ day of \_\_\_\_\_, 2024.

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**



FINANCE DEPARTMENT

1420 Miner Street  
 Des Plaines, IL 60016  
 P: 847.391.5300  
 desplainesil.gov

MEMORANDUM

Date: October 7, 2024  
 To: Dorothy Wisniewski, City Manager  
 From: Agnes Podbial, Director of Finance *AP*  
 Subject: 2024 Tax Levy Abatement Ordinances

**Issue:** For the City Council to adopt the 2024 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>				
<b>G.O. Bond Series</b>	<b>City Ordinance</b>	<b>Levy Amount</b>	<b>Abatement Amount</b>	<b>Levy to be Extended</b>
<b>2018</b>	M-04-18	2,108,050.00	2,108,050.00	-
<b>Total</b>		<b>2,108,050.00</b>	<b>2,108,050.00</b>	-

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 2024.

**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 2024.

**Recommendation:** I recommend that the City Council approve the property tax abatements which will result in a reduction to the 2024 Property Tax Levy.

**Attachments:**

1. Ordinance M-16-24/Abatement – 2018 Taxable General Obligation Refunding Bonds

**CITY OF DES PLAINES**

**ORDINANCE M - 16 - 24**

**AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2024 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 "An 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 2024 sufficient to produce the amount of \$2,108,050.00 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 2024;

**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:

<b>Ordinance</b>	<b>Tax Year</b>	<b>Levy</b>	<b>Abatement</b>	<b>Levy to be Extended</b>
M-04-18	2024	\$2,108,050.00	\$2,108,050.00	\$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 \_\_\_\_\_, 2024.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

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**MAYOR**

ATTEST:

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**CITY CLERK**

Published in pamphlet form this  
\_\_\_\_ day of \_\_\_\_\_, 2024.

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

1111 Joseph Schwab Road  
Des Plaines, IL 60016  
P: 847.391.5464  
desplainesil.gov

MEMORANDUM

Date: September 26, 2024  
To: Dorothy Wisniewski, City Manager  
From: Tom Bueser, Superintendent of General Services *TB*  
Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering  
Timothy Watkins, Assistant Director of Public Works and Engineering  
Subject: Disposal of City Vehicles/Equipment - Obenauf Auction Service

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**Issue:** The City has a surplus of vehicles and equipment due to the purchase of replacements and maintaining right sizing of the City fleet. The vehicles/equipment have reached their useful life and are no longer of use to the City's departments.

**Analysis:** The Public Works and Engineering Vehicle Maintenance Division has evaluated the existing fleet and has compiled the attached list of vehicles/equipment that are no longer of use to the City.

Utilization of the online auction allows us to manage our own web listings and retain the vehicles/equipment at the Public Works facility. These vehicles do not have to be delivered to a remote location which frees up staff time.

**Recommendation:** We request authorization from the City Council to dispose of the listed vehicles/equipment through Obenauf Auction Service, Inc., 810 Magna Drive, Round Lake, IL 60073.

**Attachments:**

Attachment 1 – Obenauf Auction Services Consignment Form  
Ordinance M-17-24  
Exhibit A - Auction List of Vehicles and Equipment



***Form to Consign an Item***  
***to the Obenauf Auction Service "OnLine" Auction Website***  
***www.ObenaufAuctionsOnLine.com***

To list your item on this site - email all information to: [Auctionjim@comcast.net](mailto:Auctionjim@comcast.net)

NAME OR COMPANY:

FULL ADDRESS:

PHONE NUMBER(S):

EMAIL ADDRESS:

CONTACT PERSON:

~ Complete Description ~

**Description**

Type in complete description (**SAMPLE DESCRIPTIONS BELOW**)

1

2019 Ford Police Utility Interceptor (Explorer) AWD, VIN: 1FM5K8AR8KGB44056 (88,423 miles), shadow black, 4 door, 3.7L gas, 6 speed auto overdrive trans, dual exhaust, 220 amp alternator, police 4 wheel antilock disc brakes, HD suspension, 18 inch wheels, backup camera displays in center stack, air bags, traction control, Advancetrac roll stability control, reverse sensing system, tire pressure monitoring system, privacy glass, dual power heated mirrors, am/fm radio with CD/MP3 player, Sync voice activated system, cruise control, power steering with EPAS, 1 touch power windows, power door locks, adjustable pedals, a/c, tilt steering wheel, 6-way power driver's seat with lumbar, engine block heater, noise suppression bond straps, ebony cloth front bucket seats, ebony 60/40 split vinyl rear seat, easy fuel capless filler, red/white dome light, driver's side spot lamp, Body has scratches and dings, driver's door panel has a split in the upholstery All police emergency lighting has been removed or disconnected. Engine and transmission good. Well maintained. Municipal vehicle sold as is.

**Start @ \$500   Reserve: None (SAMPLE)**

2

2010 International 7400 6X4 tandem rear axle chassis w/Air-Flo 304 stainless steel body, VIN: 1HTWHAZT4AJ236235 (39,887 miles), white, DT570 310hp International engine, Allison 3000 6-speed automatic transmission, 58,000 GVWR, 177-inch wheel base, dual power steering, tilt wheel, heated mirrors, A/C, cruise control, 18,000 pound front axle, 40,000 pound rear axle with 6:83 gear, ABS air brakes, front disc brakes, rear drum brakes, Bendix air dryer, air horn, A/C, DRL's, 160 amp alternator, circuit breakers, heated water/fuel separator, engine block heater, 70 gallon fuel tank, air ride cab, am/fm weather band radio, tinted glass, intermittent wipers, air ride driver seat, stationary passenger seat, body has scratches and dings, Engine and transmission are good. Well maintained. Municipal vehicle.

Air-Flo 13-foot 304 stainless steel Spread-N-Dump body, vertical hoist, Force America SSC

6100 electronic spreader control, PTO central hydraulic system, frame mounted hydraulic valve and tank assembly, in-floor material conveyor, rear salt spreader, salt grates, adjustable coal door, pre-wet system, road watch temperature monitoring system, 9-foot wing plow included, low profile front plow hitch, plow lights, LED emergency light package, LED wing and rear spreader lights, poly rear wheel fenders, FRONT PLOW NOT INCLUDED.

**Start @ \$500** Reserve: **\$5,000 (SAMPLE)**

3

Kenmore 24 cu. inch almond side-by-side refrigerator/freezer, in good working condition and very clean, with bottom drawers. Keeps items cold, great for second refrigerator. Exterior has no dents or scratches.

**Start @ \$15** Reserve: **None (SAMPLE)**

4

Craftsman roll-around bottom tool box with 3 large drawers and one flip open huge storage space 24" x 18" x 30" and "Vulcan" top tool box with 10 drawers and flip open top 24" x 16" x 18". All drawers work although a few stick. Very light surface rust on sides.

**Start @ \$5** Reserve: **None (SAMPLE)**

Type in ALL auction items in this space below.

### ~ Location of Auction, Inspection and Pickup Arrangements ~

**CONTACT PERSON:**

**ADDRESS LOCATION:**

**DAYS & HOURS:**

**PHONE NUMBER:**

All collected funds by **Obenauf Auction Service, Inc. (O.A.S.)** will be paid to the consignor via an OAS check within approximately 30 days of the completion of the auction. A **Seller's Fee of 0%** will be deducted from the settlement check if all information and pictures are provided via email by the consignor.

If you hire **O.A.S.** to come to your facility to compile the item(s) information and take pictures, an additional rate of \$35 per man hour will be deducted from your settlement.

- This will be an absolute auction [\_\_\_\_\_] or with reserve auction [\_\_\_\_\_]. **Check one box**
- There will be no advertising cost associated with this auction to the seller.
- O.A.S. will charge and retain any buyer's fee collected.

I HEREBY COMMISSION **OBENAUF AUCTION SERVICE, INC.** TO SELL THE ITEMS LISTED VIA AN ONLINE AUCTION. I CERTIFY THAT I AM THE OWNER OR THE LEGAL AGENT OF THE LISTED MERCHANDISE AND HAVE GOOD TITLE FOR DELIVERY TO PURCHASER AND THAT ALL ITEMS ARE FREE FROM ANY AND ALL MORTGAGE, LIEN, EASEMENT OR ENCUMBRANCES. I AGREE TO ACCEPT ALL RESPONSIBILITY FOR PROVIDING ACCURATE DESCRIPTION OF MERCHANDISE SOLD **(IF ANY MERCHANDISE DESCRIPTION IS MIS-REPRESENTED BY THE SELLER, YOU WILL BE REQUIRED TO TAKE YOUR ITEM BACK OR NEGOTIATE PRICE)**. I AGREE TO HOLD HARMLESS **OBENAUF AUCTION SERVICE, INC.** AGAINST ANY CLAIMS ARISING BECAUSE OF ANY BREACH OF THE ABOVE CONDITIONS. NO AMENDMENT OR MODIFICATION OF THIS CONTRACT WILL BE EFFECTIVE UNLESS OR UNTIL EXECUTED IN WRITING BY THE PARTIES.

**Seller** \_\_\_\_\_ **Date:** \_\_\_\_\_

Typed name & date by e-mail transmission will constitute your signature.

**Auction Representative** \_\_\_\_\_ **Date:** \_\_\_\_\_

*Obenauf Auction Service, Inc.*

**810 Magna Drive, Round Lake, IL 60073**

**847-546-2095 office 847-546-2097 fax**

**IL License #444.000105**

**CITY OF DES PLAINES**

**ORDINANCE M - 17 - 24**

**AN ORDINANCE AUTHORIZING THE DISPOSITION OF SURPLUS PERSONAL PROPERTY OWNED BY THE CITY OF DES PLAINES.**

**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 City is the owner of certain surplus vehicles and equipment (collectively, "*Surplus Personal Property*") described in detail in **Exhibit A**, attached to and, by this reference, made a part of this Ordinance; and

**WHEREAS**, the City Council has determined that the Personal Property is no longer necessary or useful to, or for the best interest of, the City; and

**WHEREAS**, Obernauf Auction Service, Inc. ("*Obernauf*") operates an Internet-based auction service for the sale of property that meets the needs of the City; and

**WHEREAS**, the City desires to dispose of the Personal Property through an auction conducted by Obernauf; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to dispose of the Personal Property at 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 City Council.

**SECTION 2: AUTHORIZATION TO DISPOSE OF PERSONAL PROPERTY.**

Pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ICLS 5/11-76-4, Section 1-12-4 of the City Code of the City of Des Plaines, and the home rule powers of the City, the City Council hereby finds that the Personal Property is no longer necessary or useful to, or for the best interest of, the City. The City Manager, or his designee, is hereby authorized to sell the Personal Property at an auction conducted by Obernauf; provided, however, that no item of Surplus Personal Property

will be sold for a price that is less than the Minimum Sales Price for that item set forth in **Exhibit A**.

**SECTION 3: AUTHORIZATION TO EXECUTE REQUIRED DOCUMENTS.** The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, all documents approved by the General Counsel and necessary to complete the disposition of the Surplus Personal Property in accordance with Section 2 of this Agreement.

**SECTION 4: DEPOSIT OF AUCTION SALE PROCEEDS.** The City Council hereby directs the City Manager and the Director of Finance to deposit into the City's General Fund the proceeds from the disposition of the Surplus Personal Property pursuant to Section 2 of this 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.

**[SIGNATURE PAGE FOLLOWS]**

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

ATTEST:

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

Published in pamphlet form this  
\_\_\_\_ day of \_\_\_\_\_, 2024.

Approved as to form:

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

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

DP-Ordinance Authorizing Disposition of Property Vehicles and Equipment via Obenauf Auction Service Fall 2024

2024 Fall Auction

Year	Asset #	Make	Model	Vin	Estimated Salvage Value	Minimum Bid
2014	6068	Ford	SUV Explorer	1FM5K8ARXEGA38468	\$3,000.00	\$300.00
2014	6517	Ford	SUV Explorer	1FM5K8AR4EGA38465	\$3,000.00	\$300.00
1997	5027	John Deere	644G	DW644GD562429	\$30,000.00	\$5,000.00
2006	7704	Ford	E450	1FDXE45P16HA12600	\$1,500.00	\$150.00
2006	8022	Ford	F250	1FTSF21Y86ED84824	\$2,500.00	\$200.00
2008	9033	Ford	F450	1FDXF47Y88EB72903	\$2,500.00	\$200.00
1996	8033	Sewer Equip	JAJ-600	6809	\$500.00	\$25.00
2008	9028	Ford	Escape	1FMCU49H58KB03542	\$3,000.00	\$500.00
2007	7402	Ford	SUV Explorer	1FMEU73E17UB64964	\$3,000.00	\$300.00
2006	7405	Ford	SUV Explorer	1FMEU73E46UB31679	\$2,000.00	\$200.00



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

1420 Miner Street  
Des Plaines, IL 60016  
P: 847.391.5390  
desplainesil.gov

MEMORANDUM

Date: September 17, 2024  
To: Dorothy Wisniewski, City Manager  
From: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering *TPO*  
Subject: Orchard Lake Subdivision – Resident Parking Only Restriction

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**Issue:** Due to the success of the Foxtail Restaurant, site parking for the restaurant has overflowed onto on-street parking along Howard Avenue and the Orchard Lake Subdivision (Koehler Drive, Shepherd Drive, Irwin Avenue, and Stockton Avenue).

**Analysis:** The Des Plaines Park District intends to construct additional parking in front of the restaurant between the two existing lots to accommodate the increased parking demand. With the recent completion of the Howard Avenue resurfacing project, parking conditions should improve on Howard Avenue. The parking demand is expected to increase furthermore, however, once the Park District begins operations of banquet space to the property.

**Recommendation:** We recommend amendment to *Section 7-3-9 – Residential Parking Only* of the City Code to add Koehler Dr from Irwin Ave to Howard Ave, Shepherd Dr from Irwin Ave to Howard Ave, Irwin Ave from Koehler Dr to Shepherd Dr, and Stockton Ave from Koehler Dr to Shepherd Dr.

**Attachment:**  
Ordinance M-18-24



**CITY OF DES PLAINES**

**ORDINANCE M - 18 - 24**

**AN ORDINANCE AMENDING SUBSECTION 7-3-9  
(RESIDENTIAL PARKING ONLY) OF THE CITY CODE OF  
THE CITY OF DES PLAINES.**

**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, titled “Stopping, Standing and Parking,” of Title 7, titled “Motor Vehicles and Traffic,” of the City Code of the City of Des Plaines, as amended (“*City Code*”) regulates parking within the City (“*Parking Regulations*”); and

**WHEREAS**, Subsection 7-3-9 of the Parking Regulations restricts parking for residents only in various locations throughout the City; and

**WHEREAS**, the City desires to amend Subsection 7-3-9 of the City Code to designate additional streets as “residential parking only”, restricting parking on those streets to vehicles whose operators are doing business with residents or vehicles owned by residents of the designated areas (“*Amendment*”); and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to approve the Amendment 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. RESIDENTIAL PARKING ONLY.** Subsection B, titled “Twenty-four Hours Daily” of Section 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 as follows:

**“7-3-9: RESIDENTIAL PARKING ONLY**

\* \* \*

**B. Twenty-Four Hours Daily:**

1. Including Saturdays, Sundays, Holidays: The following areas are designated as "residential parking only" areas, 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 and vehicles owned by residents of the designated areas:

Bennett Place	From Locust Street east to alley, north side of street.
Cedar Street	From Jarvis Avenue to Touhy Avenue.
Chase Avenue	From Scott Street to Des Plaines River Road.
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.
Hickory Street	From Chase Avenue to Touhy Avenue.
<b><u>Irwin Avenue</u></b>	<b><u>From Koehler Drive to Shepherd Drive</u></b>
Jarvis Avenue	From Cedar Street to Magnolia Street.
<b><u>Koehler Drive</u></b>	<b><u>Irwin Avenue to Howard Avenue</u></b>
Magnolia Street	From Jarvis Avenue to Touhy Avenue.
Marshall Drive	Both sides from Courtesy Lane north to Mount Prospect park district property.
Patton Drive	From Craig Drive to Devon Avenue.
Pennsylvania Avenue	Both sides from Oakton Street north to Dover Drive.
Scott Street	From Jarvis Avenue to Touhy Avenue.
<b><u>Shepherd Drive</u></b>	<b><u>From Irwin Avenue to Howard Avenue</u></b>
<b><u>Stockton Avenue</u></b>	<b><u>From Koehler Drive to Shepherd Drive</u></b>

\* \* \*

**SECTION 3. 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 4. 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 \_\_\_\_\_, 2024

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024

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

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

ATTEST:

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

Published in pamphlet form this  
\_\_\_\_ day of \_\_\_\_\_, 2024

Approved as to form:

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

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



OFFICE OF THE MAYOR

1420 Miner Street  
Des Plaines, IL 60016  
P: 847.391.5301  
desplainesil.gov

MEMORANDUM

Date: September 24, 2024  
To: Honorable Aldermen  
From: Andrew Goczkowski, Local Liquor Commissioner  
Subject: Liquor License Request for an Increase in Liquor License Classification

---

Attached please find a Liquor License request for the following applicant:

Lea Hospitality Group LLC dba Brunch City  
901 East Oakton Street

Class E – Restaurant Dining Room (on-site consumption only)  
New Increase from 11 to 12

The complete application packet is on file in the Community and Economic Development Department. The required posting was completed September 3, 2024, and all necessary fees have been secured.

This request will come before you on the Consent Agenda of the City Council meeting of Monday, October 7, 2024.

A handwritten signature in blue ink, appearing to read 'Andrew Goczkowski'.

Andrew Goczkowski  
Mayor  
Local Liquor Commissioner

**Attachments:** Application Packet  
Ordinance M-19-24



LOCAL LIQUOR COMMISSIONER

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

APPLICATION FOR A LIQUOR LICENSE

BUSINESS INFORMATION

Name: LEA HOSPITALITY GROUP, LLC d/b/a BRUNCH CITY CAFE
Address: 901 East Oakton, Des Plaines IL Zip: 60018
Mailing Address: 901 East Oakton Dept:
City: Des Plaines St: IL Zip: 60018
Email: Bledio304@gmail.com Phone#: (312)823-9590
Day/Hours of Operations: Monday: 7am-4pm Tuesday: 7am-4pm Wednesday: 7am-4pm
Thursday: 7am-4pm Friday: 7am-4pm Saturday: 7am-4pm Sunday: 7am-4pm

CLASSIFICATION

- A TAVERN- seats 250 or less
A1 TAVERN - seats 251 - 500
A2 TAVERN - seats 501 +
AB TAVERN & BULK SALES - seats 250 or less
AB-1 TAVERN & BULK SALES - seats 251 - 500
B BULK SALES - retail only
B-1 BULK SALES -alcohol not primary retail
C CLUB
E RESTAURANT DINING ROOM - over 50
F RESTAURANT - beer only
G BANQUET HALL
H-1 RESTAURANT - beer & wine only
H-2 BULK SALES - beer & wine only
I RELIGIOUS SOCIETY
J SPECIAL 4:00AM - must have class A
K GOVERNMENTAL FACILITY
L WINE ONLY
M GAS STATION - retail only
N CASINO
P COFFEE SHOP

OWNERSHIP INFORMATION (list President, Vice-President, Secretary and all Officers owning 5% or more of stock)

Title: Manager % of Stock: 100%
Name: Lumnije Halimi
Title: % of Stock:
Name:

Has either the President, Vice-President, Secretary or any officer ever plead guilty, been found guilty, received supervision, plead nolo contendere (no contest) to any felony under Federal, State, County or Municipal law, statute or ordinance? [X] NO [ ] YES - Attach documentation identifying the charge, finding, court branch and docket #

**ADDITIONAL INFORMATION**

Does the applicant own the property or premises of the business?  NO  YES

If NO, please provide name/address of the property owner and expiration date of the executed lease:

Town & Country II LLC, 6547 N. Avondale Ave., Chicago, IL 60131 10 1/2 year term

Is any elected City Official, County Commission or County Board member affiliated directly or indirectly with the applicant/business?  NO  YES

If YES, please provide name, position and a detailed description to the particulars:

Has any officer, owner or stockholder of the corporation or business obtained a liquor license for another location?  NO  YES

If YES, please provide name, location and disposition/status of each:

Has any officer, owner or stockholder of the corporation or business had a liquor license revoked for another location?  NO  YES

If YES, please provide name, location and reason for revocation of each:

**AFFIDAVIT**

The undersigned swears and affirms that I have read and understand the Liquor code of the City of Des Plaines and that the corporation and/or business name on this application and its employees will not violate any of the municipal codes, IL State Statutes or governmental laws, in conduct of the place of business described herein. The statements contained in the application are true and correct to the best of my knowledge.

HH INITIALS

Either an owner, manager or bartender with alcohol awareness training, whom has been fingerprinted and background checked with the Des Plaines Police Department and has been placed on file with the Local Liquor Commissioner will be on duty at all times during the sale and serving of alcohol on the premises.

HH INITIALS

I acknowledge that any changes to the information on file during the time frame of the current liquor license period must be immediately reported to the Local Liquor Commissioner. Failure to comply may result in immediate suspension of the Liquor License, additional fines up to \$10,000 for each violation, revocation of the Liquor License and/or denial to renew for a Liquor License for the next time frame period.

HH INITIALS

[Signature]

Signature of Owner

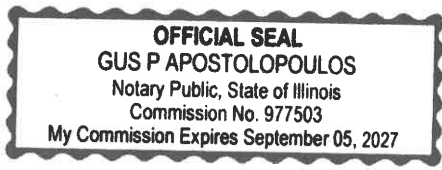
Lumnije Halimi

Print Name

SUBSCRIBED and SWORN to before me this

12<sup>th</sup> day of August, 2024.

[Signature]  
NOTARY PUBLIC (STAMP SEAL BELOW)



**Illinois  
Limited Liability Company Act  
Articles of Organization**

**FILE # 13777691**

**Secretary of State Alexi Giannoulias**  
Department of Business Services Limited  
Liability Division  
www.ilsos.gov

**Filing Fee: \$150**

**Approved By: JXD**

**FILED**

**SEP 20 2023**

**Alexi Giannoulias  
Secretary of State**

1. Limited Liability Company Name: LEA HOSPITALITY GROUP, LLC

2. Address of Principal Place of Business where records of the company will be kept:  
420 PODLIN DR

FRANKLIN PARK, IL 60131

3. The Limited Liability Company has one or more members on the filing date.

4. Registered Agent's Name and Registered Office Address:

LUMNIJE HALIMI  
420 PODLIN DR STE A  
FRANKLIN PARK, IL 60131-1021

5. Purpose for which the Limited Liability Company is organized:  
"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

6. The LLC is to have perpetual existence.

7. Name and business addresses of all the managers and any member having the authority of manager:

LUMNIJE HALIMI  
420 PODLIN DR  
FRANKLIN PARK, IL 60131

**8. Name and Address of Organizer**

I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: SEPTEMBER 20, 2023      LUMNIJE HALIMI  
420 PODLIN DR  
FRANKLIN PARK, IL 60131

Form **LLC-1.20**

**Illinois**  
**Limited Liability Company Act**  
Application to Adopt an Assumed Name

FILE # 13777691

Secretary of State Alexi Giannoulias  
Department of Business Services  
Limited Liability Division  
Room 351 Howlett Building  
501 S. Second St.  
Springfield, IL 62756  
www.ilsos.gov

Filing Fee: 60.00  
Approved: GSI

FILED  
Nov 17, 2023  
Alexi Giannoulias  
Secretary of State

1. Limited Liability Company Name: LEA HOSPITALITY GROUP, LLC

2. State under the laws of which the company is organized: IL

3. The Limited Liability Company intends to adopt and transact business under the assumed name of:

BRUNCH CITY

The right to use the assumed name shall be effective from the date this application is filed by the Secretary of State until 09/01/2025, the first day of the company's anniversary month in the next year, which is evenly divisible by five.

4. The undersigned affirms, under penalties of perjury, having authority to sign hereto, that this Application to Adopt, Change, Cancel or Renew an Assumed Name is to the best of my knowledge and belief, true, correct and complete.

Dated Nov 17, 2023  
Month & Day Year

LUMNIJE HALIMI

Name

MANAGER

Title

If applicant is a company or other entity, state name of company.

This document was generated electronically at [www.ilsos.gov](http://www.ilsos.gov)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Relia Insurance Group, Inc. 17W330 22nd St SUITE 430-A OAKBROOK TERRACE IL 60181		<b>CONTACT NAME:</b> VALDET ZUTEJA <b>PHONE (A/C, No, Ext):</b> (630) 716-2900 <b>E-MAIL ADDRESS:</b> VALDET@RELIAINSURANCEGROUP.COM	
		<b>FAX (A/C, No):</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> ILLINOIS CAS CO (A MUT CO)	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	
<b>INSURED</b> Lea Hospitality LLC DBA Brunch City Cafe 901 E Oakton St Des Plaines IL 60018		<b>NAIC #</b> 15571	

**COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: <b>Property Coverage</b>		BP49694	07/30/2024	07/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 2,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 <b>Property Building limit</b> \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>LIQUOR LIABILITY</b>	Y	LL115275	07/30/2024	07/30/2025	<b>LIQUOR LIABILITY</b> \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Liquor Liability - Dram Shop Insurance \$1,000,000. 30 day notice of cancel provision is acknowledged for the certificate holder. Liquor Liability covers consumption on premises for Location: 901 E OAKTON ST, DES PLAINES, IL 60018

**CERTIFICATE HOLDER****CANCELLATION**

ILLINOIS LIQUOR LICENSE  Commission 100 W Randolph St Ste 7-801 Chicago, IL 60601 IL 60601	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE Valdet Zuteja</p>
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OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

OFFICIAL DOCUMENT

# Illinois Business Authorization



**LEA HOSPITALITY GROUP LLC**

**DBA: BRUNCH CITY**

**901 E OAKTON ST  
DES PLAINES IL 60018-2040**

Loc. Code: 016-0015-1-001  
Des Plaines  
Cook County

## Certificate of Registration

Expiration Date:

**7/15/2025**

Sales and use taxes and fees

(4539-8585)



OFFICIAL DOCUMENT

Issued Date: **07/23/2024**

**CITY OF DES PLAINES**

**ORDINANCE M - 19 - 24**

**AN ORDINANCE AMENDING THE CITY CODE TO ADD ONE CLASS “E” LIQUOR LICENSE.**

**WHEREAS**, Lea Hospitality Group LLC, d/b/a Brunch City ("*Applicant*"), applied to the Department of Community and Economic Development for a Class E liquor license for the premises commonly known as 901 E. Oakton St., Des Plaines, Illinois ("*Premises*") pursuant to Chapter 4 of Title 4 of the Des Plaines City Code ("*City Code*"); and

**WHEREAS**, the City desires to issue one Class E liquor license to the Applicant for the Premises; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to grant the Applicant a Class E liquor license for the Premises;

**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: APPROVAL OF LIQUOR LICENSE.** The City Council hereby grants the Applicant a Class E Liquor License to the Applicant for the Premises.

**SECTION 3: FEE SCHEDULE.** Section 1, titled “Fee Schedule,” of Chapter 18, titled "Schedule of Fees," of Title 4, titled “Business Regulations,” of the City Code is hereby amended further to read as follows:

**4-18-1: FEE SCHEDULE:**

Section	Fee Description	Number	Term	Fee	
					New
	*	*	*		
Chapter 4	Liquor Control				
4-4-5A	License Fees and Number:				
	<b>Class</b>	<b>Number</b>	<b>Term</b>	<b>Initial Fee</b>	<b>Annual Fee</b>
	Class E	<del>11</del> <b>12</b>	Annual	\$3,630.00	\$1,815.00
	*	*	*		

**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 \_\_\_\_\_, 2024.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

**ATTEST:**

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

Published in pamphlet form this  
\_\_\_\_ day of \_\_\_\_\_, 2024.

Approved as to form:

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

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

DP-Ordinance Add One Class E Liquor License for Lea Hospitality Group LLC d/b/a Brunch City



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

1111 Joseph J. Schwab Road  
Des Plaines, IL 60016  
P: 847.391.5464  
desplainesil.gov

MEMORANDUM

Date: September 26, 2024

To: Dorothy Wisniewski, City Manager

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

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

Subject: Approve Expenditure – 2006 Vactor Refurbishment

**Issue:** The City currently owns and operates a 2006 Vactor sewer cleaning truck for the purpose of hydro excavating around utilities for water main, sewer, and electrical repairs. This unit needs refurbishment due to age and wear & tear.

**Analysis:** The 2006 Vactor became available to be utilized for hydro excavations when the City purchased a new Vactor unit in 2023. Utilizing the older unit for these excavations is an increasingly popular alternative to mechanical (backhoe) excavation with the following key benefits:

- **Safety Benefits:** Hydro excavation provides a way of digging and moving soil in a safer manner. It is a non-mechanic and non-destructive method. The laborers will be safe from machinery accidents and the citizens nearby will be safe from construction mishaps.
- **Minimal Risk of Injury or Damage:** Traditional excavation methods, such as mechanical digging, often result in damage to underground utilities and surrounding structures. Hydro excavation, on the other hand, uses high-pressure water to safely and accurately remove soil without causing damage.
- **Accuracy:** Operators use a handheld pressurized wand to direct the stream of water that cuts through and softens the soil. Professionals can easily maneuver around tight quarters with minimal disruption to their environment, even if there are nearby obstacles like streetlights, signs, and adjacent utility systems.

Due to the 2006 Vactor's age and use the debris body and door will be replaced due to lack of viable steel to make spot repairs. The unit's worn fan components and accessories will also be replaced and adjusted to factory specifications. The OEM supplier for these repairs is Standard Equipment Company, who has provided a quote and agreed to the City's contract terms for the repairs in the amount of \$165,062.51. Due to the potential for additional costs to the estimate, a contingency amount of 12% will be included.

**Recommendation:** We recommend the City Council waive competitive bidding procedures and approve the contract for 2006 Vactor Refurbishment to Standard Equipment Company, 625 S. IL Route 83, Elmhurst, IL 60126-4200, in the amount of \$184,870.01. Source of funding will be the Equipment Replacement Fund account (500-00-570-0000.8015).

**Attachments:**

Resolution - R-158-24

Exhibit A - Contract

**CITY OF DES PLAINES**

**RESOLUTION R - 158 - 24**

**A RESOLUTION AUTHORIZING THE PURCHASE OF EQUIPMENT FROM STANDARD EQUIPMENT COMPANY FOR THE REFURBISHMENT OF THE 2006 VACTOR SEWER CLEANING TRUCK.**

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

**WHEREAS**, the City has appropriated funds in the Equipment Replacement Fund for use by the Public Works and Engineering Department during the 2024 fiscal year for the purchase of parts, including but not limited to a debris body and door and fan components and accessories ("*Equipment*") for the refurbishment of 2006 Vactor sewer cleaning truck ("*Refurbishment*"); and

**WHEREAS**, Standard Equipment Company ("*Vendor*") is the original equipment manufacturer and supplier of the Equipment; and

**WHEREAS**, the City requested and Vendor submitted a proposal for the purchase and installation of the Equipment in the amount of \$165,062.51; and

**WHEREAS**, the City desires to enter into an agreement for the purchase of the Equipment in the amount of \$165,062.51 plus a 12-percent contingency for a total not-to-exceed amount of \$184,870.01 ("*Agreement*"); and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to waive the competitive bidding requirements in the City Code and enter into the Agreement with Vendor for the purchase of the Equipment in a total not-to-exceed amount of \$184,870.01;

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

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

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

**SECTION 3: APPROVAL OF AGREEMENT.** The Agreement with Vendor for the purchase of the Furniture is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the City Council.

**SECTION 4: AUTHORIZATION TO EXECUTE AGREEMENT.** The City Manager is hereby authorized to execute and seal, on behalf of the City, the final Agreement.

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

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

Approved as to form:

ATTEST:

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

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

DP-Resolution Purchase Equipment to Refurbish 2006 Vactor



CITY OF DES PLAINES

CONTRACT FOR

2006 VT 2110-J4 Refurbishment

Full Name of Bidder Standard Equipment Company ("Bidder")  
Principal Office Address 625 S. IL Route 83  
Local Office Address \_\_\_\_\_  
Contact Person Michelle Ackmann Telephone Number 847-871-7234

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

**1. Work Proposal**

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

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the 2006 VT 2110-J4 Refurbishment per attachment A;
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates and policies of insurance specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract is accepted, Bidder proposes and agrees that all Work shall be fully provided, performed, and completed in accordance with the specifications attached hereto and by this reference made a part of this Contract:

Attachment A – Project Quote

No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of Owner or Bidder from those set forth in this Contract. Whenever any equipment, materials, or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

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

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

**2. Contract Price Proposal**

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

A. Schedule of Prices. For providing, performing, and completing all Work, Base Bid from Attachment A Bid form total cost of:

\$165,062.51

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

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

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

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

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

### 3. Contract Time

A. If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work within 10 days after Owner's acceptance of the Contract provided Bidder shall have furnished to Owner all bonds and all insurance certificates and policies of insurance specified in this Contract (the "Commencement Date"). If this Contract is accepted, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work by February 15, 2025 (the "Completion Date"). Standard Equipment must notify the City in writing immediately of any delays emanating from parts availability delays. It will be the City's discretion to waive penalty or extend the Delivery Date based on information provided.

If, at any time during the term of the Contract, the Owner determines that the Work is not being completed by Bidder in full compliance with specifications and as required by or pursuant to this Contract, then Owner may, after providing Bidder with notice of such deficiency in performance and providing Bidder with three (3) business days to cure such deficiency, invoke its remedies under this Contract or may, in Owner's sole and absolute discretion, permit Bidder to complete the Work but charge to Bidder, and deduct from any payments to Bidder under this Contract, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the following per diem administrative charge, as well as any additional damages caused by such delay:

Per Diem Administrative Charge:

\$ 500.00 per day/occurrence

A second occurrence of a specific deficiency in performance shall automatically trigger Bidder's obligation to pay the Per Diem Administrative Charge. Any Per Diem Administrative Charges assessed against Bidder will be deducted from any funds owed by Owner to Bidder.

B. Termination. If this Contract is accepted, the Owner may terminate this Contract for any reason by providing 15-days written notice to Bidder. If the Owner terminates this Contract pursuant to this Section 3.B, the City shall pay Bidder for all Services actually performed by Bidder prior to termination.

### 4. Financial Assurance

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

B. Insurance. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide certificates and policies of insurance evidencing the minimum insurance coverage and limits set forth below within 10 days after Owner's acceptance of this Contract. Such insurance shall be in form, and from companies, acceptable to Owner and shall name Owner, including its Council members and elected and

appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, as an Additional Insured. The insurance coverage and limits set forth below shall be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract. The minimum insurance coverage and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

2. Commercial Motor Vehicle Liability

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

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

3. Commercial General Liability

Limits shall not be less than:

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

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

Coverage to include:

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

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

4. Umbrella Liability

Limits shall not be less than:

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

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

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

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

5. Firm Contract

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

6. Bidder's Representations and Warranties

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

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

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

national origin, age, sex, or other prohibited classification; the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq.; and any statutes regarding safety or the performance of the Work.

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

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

E. Qualified. Bidder has the requisite experience minimum of 5 years, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above. Bidder warrants and represents that it has met and will meet all required standards set forth in Owner's Responsible Bidder Ordinance M-7-20, including, without limitation, that Bidder and all of Bidder's subcontractors have an active apprenticeship and training program approved and registered with the United States Department Labor Bureau of Apprenticeship and Training for each of the trades that will perform Work under this Contract.

## 7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

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

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

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

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

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

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

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

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



Dated: August 23, 20 24.

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

Bidder's Name: Standard Equipment Company

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

Signature of Bidder or Authorized Agent: Michelle Aumann Date: 08/23/2024

(corporate seal) Printed Name: Michelle Aumann  
(if corporation)

Title/Position: Service Manager

Bidder's Business Address: 625 IL Route 83  
Elmhurst, IL 60120

Bidder's Business Telephone: 312-829-1919 Facsimile: \_\_\_\_\_

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

NAME	TITLE	ADDRESS
<u>Jerry Donlon</u>	<u>President</u>	<u>625 IL 83, Elmhurst IL 60120</u>
<u>Matt Holland</u>	<u>CFD</u>	<u>" "</u>
<u>Brandon Shelton</u>	<u>VP</u>	<u>" "</u>

**ACCEPTANCE**

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

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

**CITY OF DES PLAINES**

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

Printed name: Dorothy Wisniewski

Title: City Manager

**Information Technology Department**

1420 Miner Street  
Des Plaines, IL 60016  
P: 847.391.5300  
desplainesil.gov

**MEMORANDUM**

**Date:** September 25, 2024  
**To:** Dorothy Wisniewski, City Manager  
**From:** Jarek Wojtaniec, Director of Information Technology *JW*  
**Subject:** Sentinel – Task Order #2 Network Core Switches

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**Issue:** One of the City's primary core switches has failed causing a network outage for the City which caused a loss of productivity.

**Analysis:** The two current primary core switches have been in service for the last 12 years. Additionally, they are no longer supported by their manufacturer. Core switches provide critical functions that allow data to flow seamlessly across networks. Core switches handle large volumes of traffic and ensure that data is efficiently routed to its destination. In essence, core switches serve as the backbone of a network, providing high-speed data transfer, reliability, and scalability to ensure smooth and efficient network operations.

We reached out to Sentinel Technologies, Inc., the City's contracted support firm and obtained pricing for configured replacement core switches. Sentinel has provided a Task Order #2 in the amount of \$130,402.86 for these services.

**Recommendation:** I recommend approval of Task Order #2 with Sentinel Technologies, Inc. 2550 Warrenville Road, Downers Grove, Illinois 60515 in the amount of \$130,402.86.

**Attachment:**  
Resolution R-159-24  
Exhibit A – Task Order #2

**CITY OF DES PLAINES**

**RESOLUTION R - 159 - 24**

**A RESOLUTION APPROVING TASK ORDER NO. 2  
UNDER A MASTER CONTRACT WITH SENTINEL  
TECHNOLOGIES, INC. FOR THE PURCHASE AND  
INSTALLATION OF NETWORK SWITCHES.**

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

**WHEREAS**, the City has determined that both primary network core switches need to be replaced; and

**WHEREAS**, the City has determined that Cisco Catalyst 9500 48-Port Core Switches with related hardware (collectively, "**Hardware**") best meet the City's needs and are compatible with existing equipment being used by the City; and

**WHEREAS**, on June 17, 2024, the City Council approved Resolution R-113-24, which authorized the City to enter into a master contract ("**Master Contract**") with Sentinel Technologies, Inc. ("**Consultant**") for a variety of consulting services, including technological services for system integrations, implementation, management, and support services ("**Consulting Services**"); and

**WHEREAS**, the City requested a proposal from Consultant for the purchase and installation of the Hardware (collectively, the "**Services**") in the not-to-exceed amount of \$130,402.86; and

**WHEREAS**, in accordance with Chapter 10 of Title 1 of the City Code of the City of Des Plaines and the City's purchasing policy, the City Council has determined that the procurement of the Services is not adapted to award by competitive bidding due to the technical nature of the Hardware, cybersecurity requirements, and skill and knowledge needed to complete the installation; and

**WHEREAS**, the City has sufficient funds in the Information Technology Replacement Fund for the procurement of the Services from Consultant; and

**WHEREAS**, the City desires to enter into Task Order No. 2 under the Master Contract for the procurement of the Services from Consultant in the not-to-exceed amount of \$130,402.86 ("**Task Order No. 2**"); and

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

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

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

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

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

**SECTION 4: AUTHORIZATION TO EXECUTE TASK ORDER NO. 2.** The City Manager and the City Clerk are hereby directed and authorized to execute and seal, on behalf of the City, final Task Order No. 2 only after receipt by the City Clerk of at least one executed copy of final Task Order No. 2 from Consultant; provided, however, that if the City Clerk does not receive one executed copy of final Task Order No. 2 from Consultant within 60 days after the date of adoption of this Resolution, then this authority to execute and seal final Task Order No. 2 shall, at the option of the City Council, be null and void.

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

**PASSED** this \_\_\_ day of \_\_\_\_\_, 2024.

**APPROVED** this \_\_\_ day of \_\_\_\_\_, 2024.

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

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

Approved as to form:

ATTEST:

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

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



## ATTACHMENT A

### TASK ORDER 2

In accordance with Section 1.2 of the Master Contract dated June 17, 2024 between the City of Des Plaines (the “*City*”) and Sentinel Technologies, Inc. (the “*Consultant*”), the Parties agree to the following Task Number 2:

1. **Contracted Services:** Services included are detailed in the attached Quote #003248, Version 5.
2. **Project Schedule** (attach schedule if appropriate): N/A.
3. **Project Completion Date:** N/A.
4. **Project Specific Pricing** (if applicable): Pricing is provided in the attached quote in the not to exceed amount of \$130,402.86.
5. **Additional Changes to the Master Contract** (if applicable): N/A.

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

[SIGNATURE PAGE FOLLOWS]

**CITY**

**CONSULTANT**

\_\_\_\_\_  
Signature  
Director Information  
Technology

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

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

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

If greater than, \$5,000, the City Manager’s signature is required.

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

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

If compensation greater than \$25,000, then the City Council must approve the Services Change Order in advance and the City Manager or Mayor’s signature is required.

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

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



We have prepared a contract for you

**Core Switches**

Contract # 003248

Prepared for:

**City Of Des Plaines**

Jarek Wojtaniec  
jwojtaniec@desplainesil.org



## Appendix A

-

This Appendix A is governed by the Master Services Agreement by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and City of Des Plaines (Customer) with principal offices at 1420 Miner Street, Des Plaines, IL 60016.

## Statement of Work

### **Statement of Work**

### **Executive Summary**

City of Des Plaines has requested a proposal to assist with design, configuration, onsite cutover, and remote post support for the following hardware at their primary data center:

- Two (2) Cisco C9500-48Y4C StackWise Virtual pair
- Two (2) QSFP-100G-CU1M
- Forty-Six (46) SFP-10/25G-CSR-S
- Two (2) GLC-SX-MMD
- Two (2) SFP-10/25G-LR-S
- Ten (10) SFP-H25G-CU3M

### **Solution Description**

Sentinel has procured two (2) C9500-48Y4C switches on City of Des Plaines behalf and City of Des Plaines has requested Sentinel to assist with design, configuration, cutover, and remote post support during the implementation.

The C9500-48Y4Cs will serve as a collapsed core within the primary data center, combining both distribution and core functionalities. Sentinel will perform a one-to-one migration from the N6K-C6001-64P to C9500-48Y4Cs. The C9500-48Y4Cs will be deployed as a single logical stack using StackWise Virtual technology. Today HSRP is used between the N6K-C6001-64P's, HSRP will not be needed now that the core will function as one logical upstream switch. The HSRP virtual IP will be migrated to the 9500's as the SVI. Any devices using the nexus SVI interface IPs will need their GW updated to use the virtual IP. Any DHCP scopes handing out the SVI interface IP as a GW will need to be updated to use the virtual IP. The connections will be migrated as is with new transceivers, reusing existing patch cables. Sentinel will add the C9500-48Y4C's to the existing City of Des Plaines Meraki dashboard for monitoring only.

## **Project Methodology**

### **Project Initiation**

Sentinel Project Management will coordinate a kick-off meeting to review and approve the Scope of Work provided to the Customer. Customer and Sentinel provided resources will be introduced and their relevant roles for the project discussed. Sentinel Project Management will then coordinate a design meeting between Sentinel Engineers and Customer in order to draft a blueprint of all proposed work which will be provided to the Customer. High level timelines for project milestones will also be identified and discussed.

### **Design**

Sentinel engineers will perform a high-level audit of the Customer's relevant infrastructure. The data collected from this audit will be used to generate a design for the implementation of the solution. Sentinel engineers will inform the Customer of any design requirements that will need to be completed by the Customer's IT staff prior to the start of the next phase (such as provisioning of storage space, acquisitions of licenses, and other essential design components not covered within this document). Upon acceptance of the work as detailed within the blueprint by the Customer, Sentinel engineers and project managers will then coordinate specific dates and times appropriate for accommodating the nature of the work involved (i.e. work which will require outages will be scheduled during appropriate maintenance windows).

### **Implementation**

During the Implementation phase, equipment will be unboxed, burned-in, configured and tested. Unless explicitly stated in this Scope of Work, the staging of equipment will occur at Customer's location. This ensures maximum efficiency and quality while minimizing the disruptions and impacts to the Customer's environment. After the equipment has been staged Sentinel engineers will proceed with the implementation of all items specified within this Scope of Work and further detailed in the Customer approved Design Document.

### **Cutover and Post Support**

Cutovers will be scheduled per the details in the scope below. Sentinel engineers will be dedicated to being available for the resolution of any problems or issues that arise during the post support portion of the project.

### **Project Completion**

Upon conclusion of all other phases of work Sentinel's engineers will provide the Customer with updated design documents for the project. Sentinel's project management team will then arrange for a meeting with the Customer to review the status of all project items. If no project items remain open Sentinel's project managers will request that the Customer sign off on the project, thus closing the project at that time.

## Project Management

Sentinel will provide a project manager committed to the success of the project. The project manager will be responsible for:

- Complete success of the project.
- Optimal coordination of all resources.
- Guiding the Customer on aspects of the project they are required to perform.
- Tracking and reporting of progress.
- Management of agreed to budget issues.
- Management of expected timelines for implementation.
- Changes to the project and communications of changes in writing using a Project Change Form.
- Post installation document gathering, assembly and presentation.
- Post installation project completion agreement and signature.

Project management will ensure complete project success. Communication is the cornerstone of project management and the project manager will be the central communication mechanism for all parties. This will assure all relevant parties are informed about decisions that may affect the success of their component of the solution.

## Scope of Work

### Design

#### Core Switch Design

- Core Switching Design
  - Design meeting with stakeholders.
  - Discovery and client requirements.
  - Document design (Blueprint).
  - Create diagram or add to existing customer diagram.
  - Software version check/upgrade.
  - Determine stacking protocol
  - Base System Config (host/loopback/syslog/SNMP/SSH/NTP). Three (3) loopback addresses, Five (5) syslog destinations, and Five (5) SNMP communities/users with applicable L3 ACL's. One L3 ACL applied to VTY lines for SSH access.
  - Integration with existing external authentication service (TACACS/RADIUS/LDAP/DUO). One external authentication method with up to 3 destinations
  - NetFlow Configuration. One NetFlow in/out record, one in/out monitor and one exporter
  - Basic QoS design based on existing or AutoQoS.
  - Layer 2 configurations including up to 16 VLANs, VLAN Trunking Protocol (VTP), and Spanning Tree





## Statement of Work

- Protocol (STP). STP based on existing VLAN priorities for root bridge
- Enable Multicast globally and on all necessary L3 interfaces. Configure one Rendezvous Point and group
- DHCP Snooping. DHCP snooping/trust on VLANs/interfaces
- First Hop Redundancy Protocol. Standby/preempt/tracking/decrement for HSRP/VRRP/GLBP
- Layer 3 configurations including up to 10 SVI's and or routed interfaces.
- DHCP or DHCP relay for up to 10 VLANs.
- Static routing and dynamic routing protocol.
- L2/L3 EtherChannel, up to 10.
- SLA Tracking (up to two SLA's).
- Work with carrier to turn up and test one circuit.
- Add the C9500-48Y4Cs to the existing Meraki dashboard.
- Qty (12) - Additional Layer 3 Switch Design (up to 4 SVIs/Routed interfaces)

## Implement

### Core Switch Implementation

- Qty (2) - Core Switch Staging (per switch)
  - Configure Stacking protocol and validate health.
  - Configure up three (3) loopback addresses.
  - Configure up to five (5) syslog destinations.
  - Configure up to five (5) SNMP communities/users with applicable L3 ACL's.
  - Configure one external authentication method with up to 3 destinations.
  - Configure one NetFlow in/out record, one in/out monitor and one exporter.
  - Configure AutoQoS on all applicable interfaces or migrate existing design parameters.
  - Configure up to 16 VLAN names, IDs, and VTP.
  - Configure STP based on existing VLAN priorities for root bridge.
  - Enable Multicast globally and on all necessary L3 interfaces. Configure one Rendezvous Point and group.
  - Configure DHCP snooping/trust on VLANs/interfaces.
  - Configure HSRP/VRRP/GLBP on applicable interfaces.
  - Configure standby/preempt/tracking/decrement for HSRP/VRRP/GLBP.
  - Configure up to 10 SVIs/routed interfaces.
  - Configure up to 10 DHCP pools.
  - Configure up to 10 L3/L2 EtherChannel's.
  - Configure two (2) SLA tracking policies.
  - Qty (12) – Configure additional Layer 3 interfaces (up to 4 SVIs/Routed interfaces)
  - Add to Meraki dashboard - monitor only.
- Qty (2) - Hardware Install - Switch stack Install (per switch)
  - Un-patch existing patch cables
  - Uninstall existing switch
  - Install new switch
  - Connect power
  - Connect data stack and power stack



## Statement of Work

- Connect network uplinks
- Qty (2) - Repatch 1 to 1 with existing patch cables (per 48 contiguous ports on a single switch/line card)
  - Existing patch cables will be reconnected into the new switch in the same relative ports which they were removed from

## Cutover and Post Support

### Cutover and Support Sessions

- Cutover
- Basic Test and acceptance (per switch, switch stack, or chassis-based switch)
- Post Support (per cutover, up to 2hrs)

## Out of Scope

Sentinel is responsible to perform only the Services described in this Statement of Work Agreement. Any additional services discussed or implied that are not defined explicitly by this SOW will be considered out of scope. All services requested outside of this SOW as detailed above will require a "Change Order" before any services are performed. "Change Order" must be agreed upon by all parties and signed. Specific examples from this project may be listed below.

- Any custom mounting solutions
- Access Switch Cable Management is out of scope
- Port reassignment or reallocation is out of scope

## Customer Responsibilities

To ensure the successful execution of this project, both Sentinel and the customer, acknowledge and agree to the following responsibilities. This section outlines the specific obligations and expectations that the Customer must fulfill throughout the duration of the project or engagement. It is imperative that the Customer's active participation, timely cooperation, and adherence to these responsibilities are vital to achieving the project's objectives and meeting mutually agreed-upon timelines.

## Key Assumptions

The successful execution of this project is contingent upon a set of key assumptions. These assumptions serve as reference points for the project's planning and execution. It is imperative that these assumptions are understood, acknowledged, and monitored throughout the project to ensure that the project proceeds as intended. Deviations from these assumptions may have an impact on project timelines, costs, and outcomes. The Key Assumptions are as follows:

- Sentinel will repatch existing cables. No cleanup.



## Documentation and Knowledge Transfer

Sentinel will include:

- Documentation of the setup including a revised Sentinel design doc as well as any available vendor-created administrative and/or best practices guides.
- Knowledge transfer including basic functional overviews of products implemented, demonstrating the normal operations as installed in the Customer's environment.
  - *Note that knowledge transfer and functional overviews are not a substitute for formal vendor product Customer Education courses available. Sentinel strongly encourages attendance at Customer Education classes to gain further insight into the product architecture and its integration.*

Sentinel welcomes Customer to be involved in all aspects of the project life cycle to achieve the highest level of knowledge transfer during the project. While there is no way to guarantee the level of knowledge transfer that will occur, additional time can be added to the staging, installation or testing portions of the project to try and accomplish this need. This request should be scheduled with the Project Manager. If additional time is added for this request, it will be handled through Sentinel's Change Order process.

Customer's that seek to get the most out of the knowledge transfer have had a higher degree of success by combining the specific deployment knowledge transfer with formal course training. When the course work is done prior to the project knowledge transfer Sentinel has seen the highest degree of self support post installation. That knowledge transfer and functional overviews are not a substitute for formal vendor product Customer Education courses available. Sentinel strongly encourages attendance at Customer Education classes to gain further insight into the product architecture and its integration.

## General Assumptions

The following is a list of responsibilities and/or tasks that Sentinel assumes have been completed or reviewed by Customer to the execution of the above-mentioned project. If additional responsibilities are uncovered during the project, Sentinel will make sure that Customer is made aware of any issues promptly to determine resolution.

## Product Lead Times

Depending on the technologies quoted, orders may be direct or through distribution. Lead times should be expected to be 8 weeks but can exceed 8 weeks. Should expedited equipment requirements arise, there could be an additional charge to source through a warehousing distribution partner.

## Travel Requirements and Cost

Unless specified within the proposal, all travel expenses and time are not included. Travel time shall be invoiced at pre-negotiated rates and expenses plus per diem at actual costs.



## Statement of Work

### **3rd Party Integration**

Unless noted otherwise, Sentinel assumes no reliance on 3rd Party applications, connections or plug-ins to software deployments and updates as specified in this scope. If during Analysis and Planning any required 3rd Party integration is uncovered, additional hours may be incurred.

### **Labor Union Requirements**

Sentinel has NOT included any parameters for Union workers. Any requirement would require a subcontract arrangement to be determined up front and would increase the cost of deployment.

### **Managed Services**

The applicable devices outlined within the Pricing Summary will **NOT** be added to the existing NOC Monitoring and Managed Services contract upon the conclusion of the project.



## Sentinel Always Connected Technical Support (ACTS)

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### **1. Sentinel Always Connected Technical Support (ACTS) formerly High Availability Network Support (HANS™)**

Sentinel's Always Connected Technical Support (ACTS) is a premium, break-fix maintenance service that supports your organization's IT infrastructure. Our family of support products provide an opportunity to enhance the services available with vendor direct maintenance support. Sentinel ACTS also complements vendor resale service products by presenting clients with a high-touch support model. Sentinel's team of highly certified technicians handles all service cases, diagnoses root causes, engages vendor support (as necessary), and manages the case to resolution. Altogether, ACTS delivers comprehensive and responsive service across your IT environment.

#### **1.1 Service Features & Inclusions**

The following details the level of support provided under ACTS service agreements:

- Contractor will utilize remote diagnosis and remote repair capabilities to expedite problem resolution.
- Contractor will provide 24x7x365 services to troubleshoot and remediate break/fix issues on contracted devices.
- Contractor will act as the Customer's agent in coordinating manufacturer support cases, when necessary.
- Contractor may supply loaner equipment on a best-effort basis to minimize downtime in emergency situations.
- Contractor will provide advanced replacement of hardware in accordance with the SLA defined per device in the Pricing Summary.
- Contractor will reload/configure system components with Customer-supplied backup, to ensure complete functionality and restoration.
- Contractor will provide Contract and Inventory Management on the Customer infrastructure.
- If the Customer requests that modifications be made to the inventory during the Contracted Periods of Maintenance Service, then maintenance service will be supplied unless such modifications make it impractical for Contractor to render maintenance service, in which case Contractor shall be relieved of its responsibilities. If the requested modifications increase maintenance costs, Contractor shall have the right to adjust accordingly the maintenance charges specified in the Pricing Summary.
- NetApp/DellEMC/Pure Storage Specific Items.
  - Sentinel will setup the Manufacturer Phone Home capability to notify both the Manufacturer and Sentinel at the time of failure so that a ticket will automatically be generated in the Sentinel system for immediate response.

Details on specific inclusions for each support level is provided in detail in section 2.0 Support Level Tiers.

#### **1.2 Contractor Responsibilities**

The Contractor shall, for the total charges set forth in the Pricing Summary, maintain the Equipment in good operating condition and furnish maintenance service during the Contracted Periods of Maintenance Service selected by the Customer as designated in the Pricing Summary.

The Maintenance Service includes:

- Service case management from time of case placement through resolution / restoration.
- Unscheduled Remedial Maintenance Service during the Contracted Periods of Maintenance Service when notified by the Customer that the Equipment is inoperative.
- All costs of labor and field installable parts deemed necessary by Contractor to be required for maintaining the Equipment as a result of normal wear and tear. At Customer's request, Contractor will, for additional time and material cost, make required repairs not attributable to normal wear and tear.

## Sentinel Always Connected Technical Support (ACTS)

- The installation of new parts or parts equivalent to new in performance. Replaced parts shall become the property of Contractor. Contractor shall be responsible for the replacement of only those parts unusable as a result of normal usage and wear and tear.
- With regard to end of life products (under ACTS Silver coverage), Contractor shall use its commercially reasonable best efforts to support said products until such time it is determined, in Contractor's sole discretion, that the support of these products is not economically viable. At the time that determination is made, Contractor shall notify Customer in writing, and Contractor shall then be relieved of any and all obligation or liability relating to said products.

### **1.3 Customer Responsibilities**

- Prior to the Commencement Date of Maintenance under this Appendix, the Customer shall provide Contractor with an accurate inventory, including accurate address/location, of the Equipment to be covered hereunder. Should Customer's inventory be incomplete or otherwise inaccurate, Customer acknowledges that Contractor shall be absolved of any liability relating to the equipment not listed or misidentified, unless the parties agree to an additional charge for provision of service to that equipment. For multi-year contracts, this inventory shall be updated by Customer annually. At Customer's request and for an additional charge, Contractor can perform an inventory of Customer's Equipment to be covered hereunder.
- The Customer shall maintain the site environmental conditions, such as, but not limited to, proper temperature control, humidity levels, consistent power and use of UPS equipment and/or surge protection, throughout the Contracted Periods of Maintenance Service in accordance with the specifications established by the Equipment manufacturer.
- The Customer shall not permit maintenance or repairs to the Equipment to be made or attempted, except as specified and approved in advance by Contractor.
- The Customer shall place a service case with Contractor upon the Equipment failure and shall allow Contractor full and free access to the Equipment, subject to the Customer's commercially reasonable internal security rules.
- In order to activate Contractor's restoration guarantees, Customer agrees to present Contractor with up-to-date configurations of the covered devices at time of failure. However, if the Customer has a monitoring/managed services agreement in place, Sentinel can provide the configurations via monitoring/managed services. Contractor's restoration guarantees will not be in full force or effect until Customer provides engineer active configuration at time of failure. In the event Customer does not provide the configuration information, any incremental effort required during the restoration process that is attributable to missing configuration information may result in additional charges.
- Customer shall inform Contractor of any end of life, replacement or phase out notifications it receives from Equipment manufacturers, dealers, or agents.
- For any contracted device that is physically located in an area not reasonably accessible to the Contractor and/or may require specific equipment, including, but not limited to: heavy machinery, special equipment, aerial lifts or operating certification by the Occupational Safety and Health Administration, Customer is responsible for providing a resource for access, device retrieval and device installation. If Customer is unable to provide such resource, the device maintenance shall be considered out of scope.

## Sentinel Always Connected Technical Support (ACTS)

### **1.4 Service Exclusions and Limitations**

The following services are outside the scope of this Appendix.

- Maintenance or repairs attributable to the following, but not limited to:
  - Equipment being used for purposes other than that for which it was designed or general misuse.
  - Failure to provide suitable environmental conditions which may include, but not limited to, proper temperature control, humidity levels, consistent power and use of Uninterruptible Power Supply (UPS) equipment and/or surge protection.
  - Acts of God, war, government regulation, terrorism, strikes, civil disorder, accident, transportation, disaster (power event, electrostatic conditions, water, fire damage, air conditioning failure) or similar emergency beyond the parties' control.
  - Fault or negligence of the Customer, its agents, employees, or assigns.
- In the event that the Customer, or a third party hired by the Customer, performs physical repairs or maintenance, incorrectly configures or otherwise makes a change to the Equipment resulting in a service issue for which Sentinel's services are required for remediation, all remediation efforts will be billed on a time and materials (T&M) basis. A separate T&M agreement is required.
- "Emergency Incidents" are excluded from this service. Emergency Incidents are categorized as events that are influenced by elements outside of standard operating conditions and/or procedures that require an urgent and immediate response beyond the scope of routine Incident Management. Examples of these elements include but are not limited to, facilities or building failures, security incidents such as malware or ransomware, or formal declaration of a disaster.
- Detection and/or remediation of security attacks, breaches, or issues on infrastructure are excluded from this service.
- Furnishing supplies or accessories or refurbishing of Equipment.
- Installation, moves, adds, or changes (MAC) to Equipment/software.
- Maintenance or repairs attributable to manufacturer defects, bugs, vulnerabilities, viruses, or other similar defects.
- Should a device go end of support/life during maintenance contract term, manufacturer support will no longer be available for that device.
- If onsite is not selected as the Response Method for a device, any requested onsite support will be billed at current Time & Materials (T&M) rate.

### **1.5 Service Transition Requirements**

#### **Inspection and Repair**

Prior to the Commencement Date of Maintenance under this Appendix, the equipment covered hereunder and delineated in the Pricing Summary ("the Equipment") shall be subject to inspection by the Contractor at no charge to the Customer to determine if it is in acceptable condition for maintenance. Any repairs, adjustments, or replacement of missing items deemed necessary by the Contractor to bring the Equipment up to an acceptable condition shall be the responsibility of the Customer. The Contractor reserves the right to modify, repudiate, or terminate this Appendix if, in Contractor's opinion, the Equipment is not capable of maintenance or if Customer refuses or fails to bring the Equipment up to an acceptable condition.



## Sentinel Always Connected Technical Support (ACTS)

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### **Compliance Hold**

Cisco reserves the right to place a Compliance Hold on devices for which maintenance coverage has lapsed. To release the Compliance Hold, the device must go through a recertification process at Customer's cost. Once the device is recertified by Cisco, the device must be placed under maintenance support within ninety (90) days. Failure to act within the ninety (90) day window will result in the reactivation of Compliance Hold.

A similar process may be required by other manufacturers. Contractor will provide Customer with advance notice of the imposition of any such compliance evaluation process.

## **2.0 Support Level Tiers**

The agreed upon service level for your equipment involves three (3) layers of support. The first layer determines how you would like to interact with Sentinel and your equipment vendor. The second layer determines whether you receive support remotely or on site. The third layer determines how quickly your equipment will be replaced in the event of a failure.

### **Layer 1 – Support Level**

**Platinum:** This tier of support pairs Sentinel's premium ACTS service with full vendor direct support, meaning that a customer can choose to contact Sentinel or the vendor directly for any support needed.

#### *Special Considerations:*

- Coverage requests for devices located outside of United States require Platinum level support.

**Gold:** This tier of support pairs Sentinel's premium ACTS service with vendor Partner Support Services or Limited Lifetime Warranty offerings. This means that a customer will work directly with Sentinel and Sentinel will engage the vendor as needed. Direct customer to vendor interaction and engagement is not included in this service. However, customer access to the vendor website, software downloads, and licensing is included.

#### *Special Considerations:*

- When Gold service is purchased on equipment that carries a vendor Limited Lifetime Warranty (LLW), the LLW contract coverage is utilized for permanent part replacement. It is possible that the initial replacement and restoration of service may occur using a temporary, equivalent functionality (but not equivalent part number) loaned part. This loaned part would then be replaced at a later date with an exact replacement part sourced from the vendor LLW contract.
- If Gold is sold on a LLW part and a vendor direct contract is requested at a later date, vendor specific re-certification requirements may apply.





## Sentinel Always Connected Technical Support (ACTS)

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**Silver (Non-Cisco EOS):** This tier of support is utilized only for items that are End of Vendor Support and is available at the discretion of Sentinel. This is a best-effort support level that does not include vendor direct support (due to EOS) and utilizes a sparing model from Sentinel's inventory of ACTS equipment to replace failed equipment. Software updates are no longer available from the vendor and are not included in this support level. Silver coverage will be evaluated on a case-by-case basis to determine if it is available and approved for the desired equipment. Silver coverage is not available for Cisco devices.

**Bronze (Cisco EOS Only):** This tier of support is dedicated to Cisco equipment that is End of Support (EOS). This is a best-effort support level that does not include vendor direct support (due to EOS). Sentinel cannot provide equipment replacements under this level of service due to vendor program terms. Sentinel may provide on a best-effort basis a loaner of a comparable device if available from a Sentinel ACTS inventory, to be used while a new replacement device is procured by Customer. Any such loaner device may be used for up to 14 business days, or for a longer period if agreed upon by the parties, at which point it shall be promptly returned to Sentinel by Customer. Under this tier of support, Sentinel will provide best-effort support and troubleshooting of device configurations and restoration of services to a Customer-provided spare or a Sentinel-provided loaner device, if available, in the event of hardware failure. Software updates will no longer be available from the vendor and are not included in this support tier. Coverage will be evaluated on a case-by-case basis to determine if it is available and approved for the desired equipment. The only SLA provided will be on Sentinel response for troubleshooting, and no restoration SLA will be applicable due to the possible lack of hardware replacement options.

### **Layer 2 – Response Method**

**Software Support:** Software and licensing are supported remotely, as they are virtual components. This includes access to manufacturer-provided software updates and patches.

**Software Only Support (No RMA):** Software and licensing are supported remotely on physical hardware devices. This includes access to manufacturer-provided software updates and patches; however, no hardware support or replacement is provided for the physical device.

**Parts & Remote Support:** Includes remote troubleshooting and diagnosis of break/fix issues, and remote services to restore a solution using a customer-supplied backup.

**On Site Support:** Includes in-person troubleshooting and diagnosis of break/fix issues, as well as services to install and configure replacement hardware/software using a customer-supplied backup.

### **Layer 3 – Part Replacement Timeframe**

When it is confirmed that part replacement is required, Sentinel will provide a replacement within the timeframe outlined below. For Next Business Day contracts, the cutoff time for part order is 3 p.m. local time.

**24x7x2:** Parts are provided 24 hours a day, 7 days a week, within 2 hours of failure confirmation, including holidays. (Only available within certain geographic regions).

**24x7x4:** Parts are provided 24 hours a day, 7 days a week, within 4 hours of failure confirmation, including holidays.

**8x5x4:** Parts are provided 8 hours a day, 5 days a week (M-F), within 4 hours of failure confirmation. If the 4 hour window to replace parts extends outside of business hours, it would resume on the next business day.

**8x5xNBD:** Parts are provided 8 hours a day, 5 days a week (M-F), by the next business day.

**8x7xNCD:** Parts are provided 8 hours a day, 7 days a week, by the next calendar day, including holidays.

## Sentinel Always Connected Technical Support (ACTS)

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### *Special Considerations:*

- Replacement timeframes cannot be guaranteed if the device(s) registered address does not match its physical location.

### **3.0 Service Level Agreement (SLA)**

#### **Incident Service Level**

99.5% Commitment on SLAs.

Priority	Notification SLA	Response SLA	Resolution / Restoration
<b>Priority 1</b>	15 Minutes	1 Hour	Dependent on manufacturer SLA
<b>Priority 2</b>	15 Minutes	2 Hours	Dependent on manufacturer SLA
<b>Priority 3</b>	15 Minutes	8 Hours	Dependent on manufacturer SLA

Note: Due to the service transition and onboarding of support, adherence to SLAs will become effective no sooner than 30 days after Customer signature.

#### **Definitions**

- **P1** – Interruption making a critical functionality inaccessible or a complete network interruption causing a severe impact on services availability. There is no workaround or alternative.
- **P2** – Critical functionality or network access interrupted, degraded, or unusable, having a severe impact on services availability. No acceptable alternative is possible.
- **P3** – Non-critical function or procedure unusable or hard to use having an operational impact, but with no direct impact on services availability. A workaround is available.
- **Notification** – An opened case is acknowledged by an automatic confirmation email from Sentinel's ITSM platform.
- **Response** – A case is assigned to a Sentinel resource.
- **Resolution / Restoration** – A case has been resolved/closed by the assigned Sentinel resource.

### **Solution-Specific Terms & Assumptions**

#### **Periods of Maintenance Service Availability**

- The Annual Maintenance Fee and the Contracted Periods of Maintenance Service available to the Customer are stated in the Pricing Summary. Notwithstanding the terms therein, the activation of the obligations under this Appendix commence no later than the date Contractor purchases any manufacturer support contracts or equipment supporting this agreement.
- If the Customer removes individual Equipment from the system configuration, said individual Equipment may be added or deleted from maintenance coverage under this Appendix by giving Contractor thirty (30) days advance written notice. Any manufacturer support contracts purchased for this agreement are non-refundable.





Cisco Catalyst 9500 48-port Switch

Product Description	Qty	Price	Ext. Price
CATALYST 9500 48-PORT 25/100G ONLY, ADVA	2	\$13,320.00	\$26,640.00
POWER CORD, 125VAC 13A NEMA 5-15 PLUG, N	4	\$0.00	\$0.00
650W AC CONFIG 4 POWER SUPPLY FRONT TO B	2	\$1,549.00	\$3,098.00
CATALYST 9500 TYPE 4 FRONT TO BACK COOLI	4	\$0.00	\$0.00
C9500 NETWORK STACK, ADVANTAGE	2	\$0.00	\$0.00
CISCO PLUGGABLE SSD STORAGE	2	\$2,064.00	\$4,128.00
C9500 DNA ADVANTAGE, TERM LICENSE	2	\$0.00	\$0.00
NETWORK PLUG-N-PLAY OPT OUT SKU	2	\$0.00	\$0.00
CAT9300/9400/9500/9600 UNIVERSAL	2	\$0.00	\$0.00
650W AC CONFIG 4 POWER SUPPLY FRONT TO B	2	\$0.00	\$0.00

Subtotal: **\$33,866.00**

Optics

Product Description	Qty	Price	Ext. Price
100GBASE-CR4 PASSIVE COPPER CABLE, 1M	2	\$118.00	\$236.00
Dual Rate 10/25GBASE-CSR SFP Module	74	\$452.00	\$33,448.00
25GBASE-CU SFP28 CABLE 3 METER	5	\$57.00	\$285.00

Subtotal: **\$33,969.00**

DNA Advantage - 36 Months

Product Description	Qty	Price	Ext. Price
<b>Initial Term:</b> 36 Months   <b>Requested Start Date:</b> Upon Order  <b>Billing Model:</b> Prepaid   <b>Renewal Term:</b> Requote			
CISCO CATALYST 9500 DNA ADVANTAGE 3 YEAR	2	\$6,658.00	\$13,316.00

Subtotal: **\$13,316.00**

ACTS Gold - 36 Months

Product Description	Qty	Price	Ext. Price
<b>Initial Term:</b> 36 Months   <b>Requested Start Date:</b> Upon Order  <b>Billing Model:</b> Prepaid   <b>Renewal Term:</b> Requote			

**ACTS Gold - 36 Months**

Product Description	Qty	Price	Ext. Price
ACTS GOLD SNTC-24X7X4 CATALYST 9500 48-PORT 25/100	2	\$9,356.43	\$18,712.86
<b>Subtotal:</b>			<b>\$18,712.86</b>

 **Solution-Specific Terms & Assumptions**

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**Terms & Assumptions**

- Fixed Fee Services will be progress billed monthly based on percentage of completion. Generally, services for all non-business impacting tasks are quoted at a standard rate for labor from 9:00 a.m. – 5:00 p.m. If Customer requires, Contractor can perform some of these services outside of normal business hours at an overtime labor rate. Notwithstanding the above, services related to migrations, cutovers, or changes to critical core infrastructure are assumed to be performed outside of business hours and are included in the services pricing provided in this contract. For the fixed charges listed, the Contractor shall furnish all of the materials and perform all of the work shown on the drawings and/or described in the specifications entitled Appendix A, as annexed hereto as it pertains to work to be performed at designated customer locations. Any alteration or deviation from the above specifications, including but not limited to any such alteration or deviation involving additional material and/or labor costs, will be executed only upon a written order for same, signed by Customer and Contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price detailed above.
- Sentinel will charge for travel time (at the hourly rate) and expenses (at the applicable mileage rate) for any travel to a Customer site that exceeds 70 miles from a Sentinel office (i.e. Customer will be charged only for the time that exceeds the 70 mile threshold).

**Professional Services**

Product Description	Ext Price
Professional Services - Fixed Price	\$30,539.00
<b>Subtotal: \$30,539.00</b>	

 **Invoicing, General Terms and Assumptions**
**Hardware Invoicing**
 Upon Shipment

If over \$100K, 50% deposit at time of order, will be invoiced in advance of shipment.



## Invoicing, General Terms and Assumptions

### Labor Invoicing

- Milestone - Progress Billing

### Subscription/License Invoicing

- At the beginning of the contract - In Full

By issuing a purchase order in response to this quote or contract, Customer hereby agrees to be bound by the below terms and conditions, which shall prevail in the event of a conflict with any terms and conditions included within Customer's purchase order.

- The manufacturer/support provider has the right to inspect any products that have either never had support coverage or have not had support coverage for an extended period to determine their eligibility for maintenance/support. Devices subject to inspection will be flagged as such and are subject to a non-refundable inspection fee, which shall be the responsibility of Customer. Sentinel will work with the manufacturer/support provider on Customer's behalf until device eligibility is determined. Devices that do not pass the inspection will be ineligible for support.
- For products purchased pursuant to this agreement, Contractor agrees to provide storage at no additional charge for up to 90 days. If the storage period exceeds 90 days, Customer agrees to the following: a.) Customer will be responsible to pay a fee of 2% per month for storage of purchased products from that point forward, b.) Customer will be invoiced and will be responsible to pay the unpaid balance for any products purchased from Contractor that have not been paid in full and, c.) Ownership will transfer from Contractor to Customer.
- For all products purchased, it is assumed that prior to order execution with Contractor, Customer has reviewed, understood, and agreed to each manufacturer's respective terms and conditions governing the purchase of products, including, but not limited to, applicable warranties, order cancellation, and return policies. In the event of a return request, Sentinel may assist Customer by facilitating the request between Customer and the manufacturer. In addition, product return requests will be subject to Sentinel's own return policies, which may include restocking fees and/or shipping and handling costs.
- Under no circumstances will Customer have the right to withhold payment to Sentinel due to an alleged breach of any express or implied warranties with regard to the products purchased herein. Any such claim shall be handled directly between the manufacturer and Customer. If Contractor receives any financial relief or incentives intended for Customer as a result of a settlement between Customer and the manufacturer, Contractor agrees to pass through the incentives or financial relief to Customer.
- Regarding the resale of any products, pricing may be subject to a manufacturer price increase before the expiration date of the quote.
- Total Project - Project Total Cost is based on the combined purchase of all Hardware/Software, Professional Services and Solution Maintenance from Sentinel as detailed in the attached Bill of Materials. Unbundling or materially reducing any of these essential elements of the solution may result in modifications to the cost of the remaining elements.
- The recording and/or monitoring of incoming and outgoing telephone calls between Contractor and Customer will be undertaken by Contractor, subject to the consent of all parties to such calls, for the purpose of providing constructive performance feedback, pursuing complaints, taking corrective action, measuring satisfaction or for any other purpose Contractor deems relevant to improving customer service.



## Invoicing, General Terms and Assumptions

### Sentinel North America Standard

The Standard applies to Sentinel owned locations, and facilities in North America. These standards are based on the Universal Declaration for Human Rights and certain conventions of International Labor Organization. These standards may be revised from time to time by Sentinel, and notice of such modifications will be posted in Sentinel's client proposals.

- **Legal Compliance:** Sentinel undertakes to adhere to all applicable laws of the countries in which it operates, including those pertaining to employee health and safety, terms and conditions of employment and the environment.
- **Employee Health and Safety:** Sentinel undertakes to provide a safe operating environment that meets the higher of either the applicable legal standards or industry workplace standards.
- **Employment standards - Sentinel undertakes to comply with the following:**
  - **Minimum age of workers:** Sentinel will not employ workers that are younger than 14 years of age or the minimum age established by law, whichever is greater. Sentinel will observe all legal requirements for work of employees under 18 years of age, including those pertaining to hours of work and working conditions.
  - **Voluntary employment:** Sentinel will not use involuntary or forced labor, indentured, bonded or otherwise. Sentinel will not participate in human trafficking or unfair detainment.
  - **Wages and employment benefits:** Sentinel will pay at least minimum total compensation required by applicable local law, including any and all applicable mandated wages and overtime rates, allowances and benefits.
  - **Working hours:** Sentinel will maintain reasonable employee work hours in compliance with applicable law.
  - **Non-Discrimination:** Sentinel is an equal opportunity/affirmative action employer committed to a diverse and inclusive workplace. All hiring decisions are based on nondiscriminatory factors without regard to person's race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, marital status, genetics, disability, pregnancy, veteran status or any other basis protected by law. In addition, Sentinel Technologies, Inc. engages in affirmative action efforts, where appropriate, to employ, train and promote qualified minorities, women, the disabled, and veterans.
  - **Freedom of association:** Sentinel recognizes and respects the right of its workers to exercise lawful rights of free association, including joining or not joining any association.
  - **Fair treatment:** Sentinel will provide a work environment free of harassment, abuse or corporal punishment in any form.
- **Environment:** Sentinel will adhere to all applicable environmental laws of the country, region and city of operation. Sentinel will strive to surpass such requirements so as to reduce the environmental impact of their operations. Sentinel is committed to providing a safe workplace.
- **Ethics:** Sentinel has developed a policy and procedure establishing a Code of Business Conduct and Ethics. Sentinel strives to uphold the highest ethical standards.
- **Management Systems:** Sentinel has developed management systems to ensure compliance with all applicable law, regulation and any particular contractual requirements.

## Payment Terms - Hardware and Services

-  
**Hardware/Software:** For orders over \$100K, 50% at contract execution, balance upon shipment from manufacturer

**All Invoices:** Net 30



## Core Switches

Prepared by:  
**Sentinel Technologies, Inc**  
 Tom Lapas  
 tlapas@sentinel.com

Prepared for:  
**City Of Des Plaines**  
 1420 Miner St  
 Des Plaines, IL 60016-4484  
 Jarek Wojtaniec  
 847-827-4299  
 jwojtaniec@desplainesil.org

Contract Information:  
**Contract # 003248**  
 Version: 5  
 Delivery Date: 09/16/2024  
 Expiration Date: 09/30/2024

## Quote Summary

Description	Amount
Cisco Catalyst 9500 48-port Switch	\$33,866.00
Optics	\$33,969.00
DNA Advantage - 36 Months	\$13,316.00
ACTS Gold - 36 Months	\$18,712.86
Professional Services	\$30,539.00

**Total: \$130,402.86**

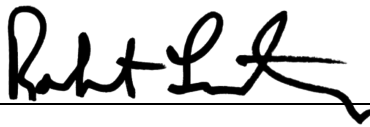
Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Regarding the resale of any products, pricing may be subject to a manufacturer price increase before the expiration date of the quote.

Total Project - Project Total Cost is based on the combined purchase of all Hardware/Software, Professional Services and Solution Maintenance from Sentinel as detailed in the attached Bill of Materials. Unbundling or materially reducing any of these essential elements of the solution may result in modifications to the cost of the remaining elements.

### Sentinel Technologies, Inc

### City Of Des Plaines

Signature:   
 Name: Robert Lenartowicz  
 Title: Chief Operating Officer  
 Date: 09/16/2024

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_



PUBLIC WORKS AND ENGINEERING DEPARTMENT

1111 Joseph J. Schwab Road
Des Plaines, IL 60016
P: 847.391.5464
desplainesil.gov

MEMORANDUM

Date: September 26, 2024
To: Dorothy Wisniewski, City Manager
From: Rob Greenfield, Superintendent of Utility Services
Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering
Timothy Watkins, Assistant Director of Public Works and Engineering
Subject: Central Pump Station Variable Frequency Drive (VFD) and MCC Installation

Issue: The 2024 budget includes funding for the installation of 2 VFDs and new MCC (Motor Control Center) at Central Pump Station.

Analysis: The scope of work includes installation of two variable frequency drives and new motor control center at Central Pump Station, which the City pre-purchased to reduce contractors' markups and contract times. Two proposals were received and are shown below:

Table with 2 columns: BIDDER'S NAME, BID AMOUNT. Rows include Argon Electric (\$149,800.00) and Super Electric Construction (\$141,480.00).

Super Electric has a Master Contract with the City and has performed extremely well on our projects and has assisted with troubleshooting various issues throughout the City. The master contract with Super Electric will define each project as individual tasks and requires proposals for each. Task orders exceeding \$25,000 are presented to the City Council for approval.

Due to the complexity of the upcoming pump station project, Public Works proposes to further utilize the services of Super Electric. Additionally, Super has provided a proposal, Task Order #5 for the necessary VFD and MCC work at the Central Pumping Station in the amount of \$141,480.00.

Recommendation: We recommend the City Council approve Task Order #5 in the amount of \$141,480.00 between the City of Des Plaines and Super Electric Construction Company, 4300 West Chicago Avenue, Chicago, Illinois, 60651. Source of funding is the Water Fund.

Attachments:
Resolution R-160-24
Exhibit A – Task Order #5

**CITY OF DES PLAINES**

**RESOLUTION R - 160 - 24**

**A RESOLUTION APPROVING TASK ORDER NO. 5 UNDER A MASTER CONTRACT WITH SUPER ELECTRIC CONSTRUCTION COMPANY, INC. FOR ELECTRICAL SERVICES.**

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

**WHEREAS**, the City has appropriated funds in the Water Fund for use by the Department of Public Works and Engineering during the 2024 fiscal year for the installation of two variable frequency drives ("*VFDs*") and a new Motor Control Center ("*MCC*") at the Central Road Pumping Station (collectively, the "*Services*"); 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, City staff requested proposals from several reliable electrical contractors for the installation of the VFDs and MCC; and

**WHEREAS**, on November 15, 2021, the City Council approved Resolution R-182-21, which authorized the City to enter into a master contract ("*Master Contract*") with Super Electric Construction Company, Inc. ("*Contractor*") for the performance of certain electrical services for the City as such services are needed over time; and

**WHEREAS**, Contractor has satisfactorily performed Services for the City in the past and the City has a positive existing relationship with Contractor; and

**WHEREAS**, Contractor submitted a proposal to perform the Services in the amount of \$141,480.00; and

**WHEREAS**, the City desires to enter into Task Order No. 5 under the Master Contract with Contractor for the performance of Services in the not-to-exceed amount of \$141,480.00 ("*Task Order No. 5*"); and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to waive the competitive bidding requirements in the City Code and approve Task Order No. 5 with Contractor for the performance of Services;

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

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

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

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

**SECTION 4: AUTHORIZATION TO EXECUTE TASK ORDER NO. 5.** The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, final Task Order No. 5.

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

**PASSED** this \_\_\_ day of \_\_\_\_\_, 2024.

**APPROVED** this \_\_\_ day of \_\_\_\_\_, 2024.

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

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

ATTEST:

Approved as to form:

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

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

DP-Resolution Approving Task Order No 5 with Super Electric for VFDs and MCC at Central



## ATTACHMENT A

### TASK ORDER

In accordance with Section 1.2 of the Master Contract dated November 15, 2021 between the City of Des Plaines (the “City”) and Super Electric Construction Company. (the “Contractor”), the Parties agree to the following Task Number 5:

**1. Contracted Services:** Furnish and install the following:

Temporary Power

- Our quote and project schedule will plan to perform the swap out of equipment/MCC during the allocated 1-week city shutdown. We have included no OT or temporary provisions with the exception of the 35amp Siren.

Demolition

- (Lot) Extend feeder to refeed panel “PP” as required
- (4) New wiring to existing pressure switches
- (4) New magnetic proximity switches (furnished by others)
- (1) 1 ½” AMC from PLC to pump locations (#8 on E.1)
- (1) Installation of customer furnished “MCC”
- (2) Installation of customer furnished VFDs
- (1) installation of conduits listed on “E.3”
- (1) Final line voltage equipment connection to P1
- (1) Final line voltage equipment connection to P2
- (1) Final line voltage equipment connection to P3
- (1) Final line voltage equipment connection to P4
- (1) Final line voltage equipment connection to Booser Pump #5

Control Wiring

- (Lot) All control wiring is to be furnished, installed, programmed and integrated by others.

**2. Project Schedule** (attach schedule if appropriate): Commencement upon approval to proceed.

**3. Project Completion Date:**

All Contracted Services must be completed on or before: December 31, 2024

**4. Project Specific Pricing** (if applicable): \$141,480.00

**5. Additional Changes to the Master Contract** (if applicable): None

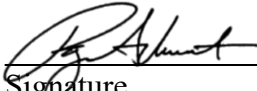
**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED**

**[signature page follows]**

**CITY**

**CONTRACTOR**

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

  
\_\_\_\_\_  
Signature  
Ryan Schult / President  
Name (Printed or Typed)

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

9/18\_\_\_\_\_, 2024\_\_\_\_\_  
Date

If greater than, \$[5,000], the City Manager’s signature is required.

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

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

If compensation greater than \$[25,000], then the City Council must approve the Services Change Order in advance and the City Manager or Mayor’s signature is required.

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

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



September 4, 2024

City of Des Plaines  
1925 Busse Hwy  
City of Des Plaines, IL

Attention: Mr. Robert Greenfield

Re: **City of Des Plaines  
Central Road Pumping Station  
Electrical Improvements**

Dear Rob,

We are pleased to submit our proposal to perform the **Electrical Improvements** at the above referenced location in regards to the documents provided and drawings data 7/8/24.

## Scope of Work

### Temporary Power

- Our quote and project schedule will plan to perform the swap out of equipment/MCC during the allocated 1-week city shutdown. We have included no OT or temporary provisions with the exception of the 35amp Siren.

### Demolition

- Demolition of existing feeder wiring from existing ATS to existing MCC
- Demolition of non-required MCC conduits, wiring and associated items
- Demolition of MCC and feeder wiring to existing pumps
- Demolition of existing limit switches
- Demolition of existing control boxes and associated feeders
- Removal of all conduit/feeders/wiring identified on drawing E.2

### Distribution

- (Lot) Extend feeder to refeed panel "PP" as required
- (4) New wiring to existing pressure switches
- (4) New magnetic proximity switches (furnished by others)
- (1) 1 ½" AMC from PLC to pump locations (#8 on E.1)



City of Des Plaines

September 6, 2024

Page 2

- (1) Installation of customer furnished “MCC”
- (2) Installation of customer furnished VFDs
- (Lot) installation of conduits listed on “E.3”
- (1) Final line voltage equipment connection to P1
- (1) Final line voltage equipment connection to P2
- (1) Final line voltage equipment connection to P3
- (1) Final line voltage equipment connection to P4
- (1) Final line voltage equipment connection to Booser Pump #5

**Control Wiring**

- (Lot) All control wiring is to be furnished, installed, programmed and integrated by others.

***BASE BID PROPOSAL TOTAL (See below):***

We propose to perform the above listed scope of work for the Contract price of **ONE HUNDRED FORTY-ONE THOUSAND FOUR HUNDRED AND EIGHTY DOLLARS (\$141,480.00)**.

**\*Alternate #1 (Permitting Fees)**

If electrical permit is required to be requested, please add the sum of \$1,000 to base-bid.

**Clarifications**

- All PLC/control related wiring & programming to be performed by integrator (by others)
- Permitting fees, if required, are provided as an alternate line item.
- Any OT is not included if required (Shutdown on regular time M-F 7:00am-3:330pm)
- All electrical work will be in accordance with current local electrical codes.
- All low voltage control and associated wiring is not included (E4 & E5)
- Exclude arc flash and coordination system study
- Exclude any Fire Alarm/Protection work if required.
- We exclude all dim rail, control wiring components and associated accessories, if required for the PLC, MCC, VFD’s and associated control cabinets if necessary
- Proposal is tax exempt (tax not included).
- All VFD’s and MCC to be furnished by City of Desplaines.
- We assume all underground feeders to be intact and suitable for repulling cabling.
- We exclude any modification to existing SWB @ ATS location (new cable only).



City of Des Plaines  
September 6, 2024  
Page 3

Thank you for the opportunity to be of service. If you have questions or any additional information is required, please do not hesitate to contact me.

Very truly yours,

**SUPER ELECTRIC CONSTRUCTION CO.**

*Dan Fahey*

Dan Fahey  
Project Manager

DRF

124-188



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

1420 Miner Street  
Des Plaines, IL 60016  
P: 847.391.5390  
desplainesil.gov

MEMORANDUM

Date: September 17, 2024

To: Dorothy Wisniewski, City Manager

From: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering *TPO*

Subject: Christopher B. Burke Engineering, Ltd. Task Order No. 8 – Mannheim/Pratt Traffic Signal Design Engineering

**Issue:** Design engineering services are requested for the warrant analysis and installation of traffic signals at the intersection of Pratt Avenue and Mannheim Road (US Route 45).

**Analysis:** A traffic impact study was conducted at the Mannheim Road at Pratt Avenue intersection in 2023 in connection with the commercial development at the northeast corner of the intersection. The study showed that the current morning and afternoon peak-hour traffic volumes for Pratt Avenue was 97 and 92 vehicles per hour (vph) respectively, and the projected 2028 condition with the development constructed (including the development at the southeast corner of the intersection) was 138 and 193 vph respectively. The peak-hour traffic on Mannheim Road was 2,300 vehicles. In order to meet IDOT's engineering warrants for traffic signal installation at this intersection, the "major" road (Mannheim) needs to have a traffic volume of over 900 vph for at least eight hours of the day and the "minor" approach (Pratt) needs to have a traffic volume of over 150 vph for at least eight hours of the day. Assuming the intersection meets the warrants in the future, IDOT would require the City to construct the signal improvements by permit.

The consultant will develop pre-final traffic signal plans (60% complete) prior to discussions with IDOT regarding the project. Once the pre-final plans have been completed and approved, the consultant will complete the traffic signal warrant study and the Intersection Design Study (IDS) for submittal to IDOT for approval. Once IDOT approves the IDS and the warrant study, the consultant will complete the traffic signal design plans and submit to IDOT for approval. The project will consist of topographic survey, preparing traffic signal design plans, data collection including traffic counts, future traffic projections, evaluating crash data, performing a traffic signal warrant analysis, and preparing an IDS for the intersection. The task order services are anticipated to be completed in 2025.

**Recommendation:** We recommend approval of Task Order No. 8 from Christopher B. Burke Engineering Ltd., 9575 West Higgins Road, Suite 600, Rosemont, IL 60018 for traffic signal design engineering services in an amount not to exceed \$70,000.00. Source of funding would be the Capital Projects Fund.

**Attachments:**

Resolution R-161-24

Exhibit A – Christopher B. Burke Engineering Ltd. – Task Order No. 8

**CITY OF DES PLAINES**

**RESOLUTION R - 161 - 24**

**A RESOLUTION APPROVING TASK ORDER NO. 8 UNDER A MASTER CONTRACT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO TRAFFIC SIGNAL IMPROVEMENTS AT THE INTERSECTION OF MANNHEIM ROAD AND PRATT AVENUE.**

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

**WHEREAS**, the City has appropriated funds in the Capital Projects Fund for use by the Department of Public Works and Engineering during the 2024 fiscal year for professional engineering services for traffic signal improvements at the intersection of Mannheim Road and Pratt Avenue ("**Project**"); and

**WHEREAS**, on December 21, 2021, the City Council approved Resolution R-210-21, which authorized the City to enter into a master contract ("**Master Contract**") with Christopher B. Burke Engineering, Ltd. ("**Consultant**") for the performance of engineering services for the City as such services are needed over time; and

**WHEREAS**, the City desires to procure professional engineering services related to design engineering for the Project ("**Engineering Services**"); and

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

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

**WHEREAS**, Consultant submitted a proposal in the not-to-exceed amount of \$70,000.00 to perform the Engineering Services; and

**WHEREAS**, the City has sufficient funds in the Capital Projects Fund for the procurement of the Engineering Services from Consultant; and

**WHEREAS**, the City desires to enter into Task Order No. 8 under the Master Contract for the procurement of the Engineering Services from Consultant in the not-to-exceed amount of \$70,000.00 ("**Task Order No. 8**"); and



**WHEREAS**, the City Council has determined that it is in the best interest of the City to enter into Task Order No. 8 with Consultant;

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

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

**SECTION 2: APPROVAL OF TASK ORDER NO. 8.** Task Order No. 8 is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

**SECTION 3: AUTHORIZATION TO EXECUTE TASK ORDER NO. 8.** The City Manager and the City Clerk are hereby directed and authorized to execute and seal, on behalf of the City, final Task Order No. 8 only after receipt by the City Clerk of at least one executed copy of final Task Order No. 8 from Consultant; provided, however, that if the City Clerk does not receive one executed copy of final Task Order No. 8 from Consultant within 60 days after the date of adoption of this Resolution, then this authority to execute and seal final Task Order No. 8 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 \_\_\_\_\_, 2024.

**APPROVED** this \_\_\_ day of \_\_\_\_\_, 2024.

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

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

ATTEST:

Approved as to form:

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

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

TASK ORDER NO. 8  
TO MASTER CONTRACT BETWEEN THE CITY OF DES PLAINES  
AND CHRISTOPHER B. BURKE ENGINEERING, LTD  
FOR PROFESSIONAL ENGINEERING SERVICES

In accordance with Section 1.2 of the Master Contract dated January 1, 2022 between the City of Des Plaines (the “City”) and Christopher B. Burke Engineering, Ltd., 9575 West Higgins Road, Suite 600, Rosemont, Illinois 60018 (the “Consultant”), the Parties agree to the following Task Order No. 8:

**1. Contracted Services:**

The Consultant will perform the services described in “Scope of Basic Services” set forth in “Professional Services Agreement Mannheim Road and Pratt Street Traffic Signal Design Des Plaines, Illinois” prepared by the Consultant submitted to the City, and dated August 30, 2024 (“Proposal”).

**2. Project Schedule:**

N/A

**3. Project Completion Date:**

The Consultant will diligently and continuously prosecute the Services until their completion.

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

In exchange for the Contracted Services, the Consultant will receive compensation on a time and materials basis in the amounts set forth in the Proposal attached to this Task Order No. 8, but in no event will the compensation paid to the Consultant exceed \$70,000.00.

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

In the event of a conflict between any provisions of the Proposal and this Task Order No. 8 of the Master Contract, this Task Order No. 8 and the Master Contract will control.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED**

**CITY**

**CONSULTANT**

\_\_\_\_\_  
Tim Oakley, Director of Public  
Works and Engineering

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Dorothy Wisniewski, City Manager

\_\_\_\_\_  
Date

If greater than \$25,000, the City Council must approve the Task Order in advance and the City  
Manager's signature is required.

\_\_\_\_\_  
Dorothy Wisniewski, City Manager

\_\_\_\_\_  
Date



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

August 30, 2024

Public Works and Engineering  
1420 Miner Street (5<sup>th</sup> Floor)  
Des Plaines, Illinois 60016

Attention: Mr. Timothy Oakley  
Director of Public Works and Engineering

Subject: Professional Services Agreement  
Mannheim Road and Pratt Street Traffic Signal Design  
Des Plaines, Illinois

Dear Mr. Oakley:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for professional engineering services to develop traffic signal design plans for the installation of a new traffic signal at Pratt Street and US Route 45 (Mannheim Road) in Des Plaines, IL. These services will also consist of performing a traffic signal warrant study and preparing an Intersection Design Study (IDS) for submittal to IDOT. Included in this proposal is our Scope of Services and Fee Estimate.

**UNDERSTANDING OF THE ASSIGNMENT**

The City desires to install a new traffic signal at the intersection of Pratt Street and US Route 45 (Mannheim Road). Currently, the intersection operates with stop control on Pratt Street. There is a new development in the southeast quadrant of the intersection which is partially occupied by several restaurants including: Five Guys, Outback Steakhouse, First Watch. Another development is planned on the northeast quadrant of the intersection.

CBBEL would initially develop pre-final traffic signal plans (60% complete) prior to discussions with IDOT regarding the project. One of the discussion items will be the traffic signal controller model (Econolite or Eagle) since the adjacent traffic signal systems use different traffic controller equipment. CBBEL will incorporate into the traffic signal plans the proposed southbound left turn lane at US Route 45 (Mannheim Road) & Pratt Street which is included in the IDOT resurfacing project under contract 62T06-006 (Sept 20, 2024 letting). Once the pre-final plans have been completed, CBBEL will complete the traffic signal warrant study and the IDS for submittal to IDOT for approval. Once IDOT approves the IDS and the warrant study, CBBEL will complete the traffic signal design plans and submit to IDOT for approval. The project will consist of topographic survey, preparing

traffic signal design plans, data collection including traffic counts, future traffic projections, evaluating crash data, performing a traffic signal warrant analysis, and preparing an IDS for Pratt Street & US Route 45 (Mannheim Road).

## **SECTION I - SCOPE OF BASIC SERVICES**

The Scope of Services has been broken down into the following tasks:

### **Task 1: Data Collection:**

This task will include preliminary work required to collect data, conduct a crash analysis, conduct a warrant analysis, and complete the technical memorandum.

Task 1.1 – Field Reconnaissance: CBBEL will perform a site reconnaissance of the project site at Pratt Street and US Route 45 (Mannheim Road) to identify existing roadway characteristics including lane usage, posted speed limit, adjacent land uses and other data relevant to the design.

Task 1.2 – Traffic Counts: CBBEL will collect 12-hour manual turning movement classification counts at up to four locations along US Route 45 (Mannheim Road). The locations are: Pratt Street, the two Hyatt Place O'Hare driveways located within 250 feet of Pratt Street, and the new RIRO driveway servicing the restaurants.

Task 1.3 – Crash Data: CBBEL will obtain crash data from the IDOT Bureau of Traffic Safety in tabular form and available copies of Illinois Traffic Crash Reports from the City of Des Plaines Police Department.

Task 1.4 – Site Data: CBBEL will obtain the latest site development data from the City. It is expected that the data would include the latest site plans of proposed developments within the study area and any planning documents like a Traffic Impact Study (TIS).

### **Task 2: Topographic Survey with ROW Research:**

CBBEL will conduct a full topographic survey for the intersection of US Route 45 (Mannheim Road) & Pratt Street. The survey will locate all existing improvements with elevations, including location of trees 6" and greater (diameter at breast height). The survey will include an ADA survey for the northeast and southeast corners for any required curb ramp modifications. The survey will provide a boundary survey to establish the right-of-way lines. The survey will also include contacting area utility companies for design atlases and drafting those utilities into the topographic survey files.

### **Task 3: Utility Coordination:**

Based on existing utility information obtained during Tasks 1 and 2, CBBEL will provide preliminary plans to the utility companies to verify their locations and confirm any potential conflicts. CBBEL will identify potential conflicts and coordinate any relocations if necessary.

### **Task 4: Traffic Signal Plans, Specifications, and Estimate:**

This task includes preparation traffic signal plans, specifications, and cost estimate for the new traffic signal.

### *Base Sheet Preparation*

CBBEL will prepare base sheets at a scale of 1" = 20' for the traffic signal installation plans and 1" = 50' for the traffic signal interconnect plans using the survey collected in Task 2 and aerial data as needed.

### *Traffic Signal Installation Plans*

The permanent traffic signal plan sheets for Pratt Street at US Route 45 (Mannheim Road) will include the proposed traffic signal installation plan, proposed cable plan, proposed traffic signal phasing diagram, accessible pedestrian signals and pushbutton construction notes, detection details and notes, emergency vehicle preemption sequence, grounding details, electric service requirements, and schedule of quantities.

### *Traffic Signal Interconnect Plans*

This task will include developing the proposed traffic signal interconnect plans and the proposed interconnect schematic along US Route 45 (Mannheim Road). The limits of the interconnect will be determined from discussions with IDOT, since there are two IDOT systems (ECON 146- along IL 72/Higgins and Eagle 7G – includes Lunt, Touhy) adjacent to the new traffic signal installation. CBBEL will prepare proposed traffic signal interconnect plans at 1" = 50' scale.

### *Pavement Marking and Signing Plan*

CBBEL will develop signing and pavement marking plans to refresh the existing crosswalk striping and install stop bars at US Route 45 (Mannheim Road) and Pratt Street. The signing plan will include removal of the existing stop signs at US Route 45 (Mannheim Road) and Pratt Street, and other signage improvements as needed.

### *General Plan Sheets*

CBBEL will prepare general sheets necessary to complete the plan set(s) for this project. General sheets will include the following:

- Cover Sheet
- General Notes Sheet
- Summary of Quantities Sheet
- Alignment, Ties, and Benchmarks Sheet
- IDOT Detail Sheets
- Project Specific Detail Sheets

### *Specifications and Estimate*

This task includes assembling and developing special provisions for the project for the purpose of acquiring the IDOT permit and bidding the project. Standard IDOT *special* provisions, along with City standard front-end contract documents, will be used as applicable. In addition, CBBEL will provide an engineer's opinion of probable construction cost estimate with each milestone submittal for the City's information.

### **Task 5: ADA Design Details:**

ADA curb ramp improvements will be required at the NE and SE corners of the intersection to meet current PROWAG policy. CBBEL will prepare IDOT-style ADA curb ramp design detail sheets which include the following:

- Proposed improvement sheets at 1" =10' scale (11" x 17") or 1" =5' scale (22" x 34").
- Proposed elevations located by northing and easting (if alignment data not available) or station/offset information and proposed slopes labeled accordingly on the plan view of each accessibility modification plan sheet.
- All associated modifications/replacement of adjacent curb and gutter, storm sewer structures, and landscaping.

CBBEL will prepare specifications and an engineer's opinion of probable construction cost for applicable improvements based on the plans.

### **Task 6: Volume Projections:**

CBBEL will utilize available information from the City to develop projected site traffic for future tenants of the new developments on the east side of US Route 45 (Mannheim Road) within the study area. CBBEL would evaluate up to two volume projection scenarios. One scenario would assume that all the existing driveways would remain open. The second scenario would assume that some of the driveways would be closed/relocated to accommodate the new fourth leg at the intersection of Pratt Street and US Route 45 (Mannheim Road). The volume projections would be based on ITE trip generation rates for the planned developments and coordination with CMAP.

### **Task 7: Crash Analysis:**

CBBEL will evaluate the crash data collected in Task 1 to identify recent crash history and significant crash trends along US Route 45 (Mannheim Road) from IL Route 72 (Higgins Road) to Lunt Avenue. The crash analysis will include available crash information along Pratt Street from US Route 45 (Mannheim Road) to the railroad tracks. All available crash reports will also be reviewed for additional information not included in the IDOT data such as narrative if included in the report.

### **Task 8: Warrant Analysis:**

CBBEL will evaluate the data collected in Task 1 and the projected volumes developed in Task 6 to perform a traffic signal warrant analysis at the intersection of Pratt Street and US Route 45 (Mannheim Road) under existing access conditions, and under proposed access conditions. The warrant analysis would be performed assuming the new developments in the study area are built out/occupied. The traffic signal warrant study will be prepared in accordance with the requirements of the Manual of Uniform Traffic Control Devices (MUTCD) and IDOT's Strategic Regional Arterial (SRA) criteria, since US Route 45 (Mannheim Road) is an SRA route.

### **Task 9: Intersection Design Study:**

This project will require an IDS to be developed for the proposed intersection improvements. The IDS will be prepared based on the data collected in Task 1 and Task 2.

The IDS will be prepared at a scale of 1" = 50' and will include the following:

- a. Intersection capacity analyses for a.m. and p.m. peak hour design year traffic volumes.
- b. Existing and projected peak hour volumes.
- c. Preliminary intersection geometry.
- d. Signal layout.
- e. Design and general notes.

The IDS will be submitted to IDOT for review. Any review comments by IDOT will be incorporated into the final IDS and submitted to IDOT for approval.

CBBEL will meet with representatives from IDOT to review the IDS, if needed. We will attend up to two meetings for this task.

**Task 10: City, Village of Rosemont, and IDOT Coordination:**

This project will require coordination between the City, Village of Rosemont, and IDOT. CBBEL recommends an initial coordination meeting between the City and the Village to clarify project and design concerns prior to any IDOT involvement. Once the City and the Village develop a consensus on the project scope, CBBEL anticipates one meeting with IDOT to discuss their project objectives and design criteria. The task will include necessary coordination between the City and Village and preparation of exhibits, meeting agendas, and meeting minutes.



## ESTIMATE OF FEE

The Lump Sum fees for the services rendered are as follows:

<b>Task No.</b>	<b>Task Name</b>	<b>Lump Sum Fee</b>
<b>Task 1: Data Collection</b>		
Task 1.1	Field Reconnaissance	\$500
Task 1.2	Traffic Counts	\$3,500
Task 1.3	Crash Data	\$500
Task 1.4	Site Data	\$500
	<i>Task 1 Subtotal:</i>	<b>\$5,000</b>
<b>Task 2: Topographic Survey with ROW Research</b>		
Task 2	Topographic Survey with ROW Research	\$8,000
	<i>Task 2 Subtotal:</i>	<b>\$8,000</b>
<b>Task 3: Utility Coordination</b>		
Task 3	Utility Coordination	\$3,000
	<i>Task 3 Subtotal:</i>	<b>\$3,000</b>
<b>Task 4: Traffic Signal Plans, Specifications, and Estimate</b>		
Task 4	Traffic Signal Plans, Specifications, and Estimate	\$25,000
	<i>Task 4 Subtotal:</i>	<b>\$25,000</b>
<b>Task 5: ADA Design Details</b>		
Task 5	ADA Design Details	\$2,000
	<i>Task 5 Subtotal:</i>	<b>\$2,000</b>
<b>Task 6: Volume Projections</b>		
Task 6	Volume Projections	\$1,500
	<i>Task 6 Subtotal:</i>	<b>\$1,500</b>
<b>Task 7: Crash Analysis</b>		
Task 7	Crash Analysis	\$2,000
	<i>Task 7 Subtotal:</i>	<b>\$2,000</b>
<b>Task 8: Warrant Analysis</b>		
Task 8	Warrant Analysis	\$3,500
	<i>Task 8 Subtotal:</i>	<b>\$3,500</b>
<b>Task 9: Intersection Design Study (IDS)</b>		
Task 9	Intersection Design Study (IDS)	\$15,000
	<i>Task 9 Subtotal:</i>	<b>\$15,000</b>
<b>Task 10: City, Village and IDOT Coordination</b>		
Task 10	City, Village and IDOT Coordination	\$5,000
	<i>Task 10 Subtotal:</i>	<b>\$5,000</b>
	<b>Total</b>	<b>\$70,000</b>

We will bill you in accordance with the City's previously approved Master Agreement between the City of Des Plaines and CBBEL. Direct costs for mileage, blueprints, photocopying, postage, overnight delivery, messenger services, and report binding are included in the Fee. It should be emphasized that any additional meetings or services are not included in the preceding Fee Estimate and will be billed under a separate proposal.

If you have any questions, please feel free to call.

Sincerely,



Michael E. Kerr, PE  
President

FN/pjb  
N:\PROPOSALS\ADMIN\2024\Des Plaines Pratt & Mannheim TS Warrant Study\Des Plaines Mannheim Pratt TS Design.docx




PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: September 26, 2024

To: Dorothy Wisniewski, City Manager

From: Jason Ostrowski, Superintendent 

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

Subject: August 27, 2024, Storm Related Expenses

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**Issue:** On Tuesday August 27, 2024, the City received significant tree damage due to a severe storm that evening.

**Analysis:** During the evening of August 27, 2024, a severe storm caused significant tree damage throughout the city. Public Works crews and the City's tree contractor Landscape Concepts were mobilized throughout the City to clear streets, driveways and sidewalks. Both Public Works and Landscape Concepts spent the next weeks removing broken tree limbs and branch pick up throughout the City. The cost for Landscape Concepts storm damage cleanup so far has been \$108,360. Since the amount of damage was extensive, we quickly performed a damage analysis in Refuse Zone 4 and part of Zone 5 utilizing arborists from Davey Tree Care and City Arborists. An additional 114 trees have been identified for removal. Based on current contract pricing, we estimate the cost of removals to be \$115,000 inclusive of stump grinding. Due to the additional emergency costs, we recommend a change order to the existing contract with Landscape Concepts in the amount of \$223,360.

Additionally, since all Public Works employees were dealing with the storm, we utilized Berger Excavating, one of the City's repair contractors, to complete water main repairs. During the storm cleanup period, we had 7 water main repairs that needed to be completed. The costs incurred with Berger total \$85,000.

**Recommendation:** We recommend approval of the contract Change Order #1 with Landscape Concepts Management, Inc., 31745 N. Alleghany Rd., Grayslake, IL 60030 in the amount of \$223,360 and Task Order #6 with Berger Excavating Contractors, 1205 N. Garland Road, Wauconda, Illinois, 60084 in the amount of \$85,000.

**Attachments:**

Resolution R-162-24  
Exhibit A – Landscape Concepts Change Order #1  
Exhibit B – Berger Excavating Task Order #6

CITY OF DES PLAINES

RESOLUTION R - 162 - 24

**A RESOLUTION RATIFYING THE EXPENDITURE OF FUNDS AND APPROVING CHANGE ORDER NO. 1 WITH LANDSCAPE CONCEPTS MANAGEMENT, INC. AND TASK ORDER NO. 6 WITH BERGER EXCAVATING CONTRACTORS FOR EMERGENCY SERVICES RELATED TO STORM DAMAGE.**

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

**WHEREAS**, on Tuesday, August 27, 2024, a severe windstorm moved through the City and caused significant damage to the trees; and

**WHEREAS**, on August 21, 2023, the City Council approved Resolution R-153-23, authorizing the City to enter into a contract ("**Contract**") with Landscape Concepts Management, Inc. ("**Tree Contractor**") for Tree Maintenance 2024/2026 ("**Work**"); and

**WHEREAS**, Resolution R-153-23 authorized the expenditure of an amount not to exceed \$1,403,967 for the performance of the Work; and

**WHEREAS**, due to the enormity of the storm damage, Public Works crews and the City's Tree Contractor were mobilized throughout the City to clear streets, driveways and sidewalks for the next several weeks (collectively, the "**Additional Tree Work**"); and

**WHEREAS**, the Additional Work resulted in an increase in the amount of \$223,360 to complete the Work and Additional Work; and

**WHEREAS**, the City and the Contractor desire to enter into Change Order No. 1 to the Contract ("**Change Order No. 1**") for the procurement of the Additional Work in the not-to-exceed amount of \$223,360, increasing the total Contract amount to \$1,627,327; and

**WHEREAS**, since all Public Works employees were dealing with the storm damage, the City utilized one of the City's repair contractors to complete water main repairs (collectively, the "**Additional Repair Services**"); and

**WHEREAS**, on November 6, 2023, the City Council approved Resolution R-202-23, which authorized the City to enter into a master contract ("**Master Contract**") with Berger Excavating Contractors, Inc. ("**Water Contractor**") to perform certain construction and underground utility services for the City as such services are needed over time; and

**WHEREAS**, given the City's positive existing relationship with the Water Contractor, and the Water Contractor's knowledge of the City's water system, Public Works and Engineering staff requested that Water Contractor provide a proposal to perform the Additional Repair Services; and

**WHEREAS**, the City desires to enter into Task Order No. 6 under the Master Contract with Contractor for the procurement of the Additional Repair Services in the amount of \$85,000 ("**Task Order No. 6**"); and

**WHEREAS**, Section 1-10-1 of the City Code and the City's Purchasing Policy authorizes the City Manager to enter into emergency contracts without competitive bidding to resolve emergencies affecting the public health and safety, provided that the City Manager presents the emergency contracts to the City Council, along with a full report of the circumstances of the emergency; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to ratify the expenditure of funds on the Additional Tree Work and Additional Repair Services and approve Change Order No. 1 with the Tree Contractor and Task Order No. 6 with the Water Contractor;

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

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

**SECTION 2: RATIFICATION OF EXPENDITURE AND APPROVAL OF CHANGE ORDER NO. 1.** The City Council hereby ratifies the expenditure of funds on the the Additional Tree Services and approves Change Order No. 1 with the Tree Contractor in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

**SECTION 3: RATIFICATION OF EXPENDITURE AND APPROVAL OF TASK ORDER NO. 6.** The City Council hereby ratifies the expenditure of funds on the Additional Repair Services and approves Task Order No. 6 with the Water Contract in substantially the form attached to this Resolution as **Exhibit B**, and in a final form to be approved by the General Counsel.

**SECTION 4: AUTHORIZATION TO EXECUTE.** The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, final Change Order No. 1 and Task Order No. 6.

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

[SIGNATURE PAGE FOLLOWS]

**PASSED** this \_\_\_ day of \_\_\_\_\_, 2024.

**APPROVED** this \_\_\_ day of \_\_\_\_\_, 2024.

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

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

ATTEST:

Approved as to form:

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

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

DP-Resolution Approving CO1 with Landscape Concepts and TO6 with Berger

CITY OF DES PLAINES

CHANGE ORDER

SHEET 1 OF 3

PROJECT NAME: Tree Maintenance 2024-2026

CHANGE ORDER NO. 1

LOCATION: Multiple Locations, City of Des Plaines

CONTRACT NO.

CONTRACTOR: Landscape Concepts Inc

DATE: 9/19/24

I. A. DESCRIPTION OF CHANGES INVOLVED:

Additional funding request for the tree maintenance budget due to extreme weather event on 8/27/24.

B. REASON FOR CHANGE:

The amount of tree damage received from the August 27<sup>th</sup> severe storm will exceed the 2024 tree maintenance budget amount. Due to current emergency work completed and an additional 114 trees have been identified for removal, a change order to the existing contract with Landscape Concepts in the amount of \$223,360.00 is recommended.

C. REVISION IN CONTRACT COST:

\$223,360.00

II. CHANGE ORDER CONDITIONS:

1. The Completion Date established in the Contract, as signed or as modified by previous Change Orders, is hereby extended by 0 days, making the final Completion Date 12/31/2026.
2. Any Work to be performed under this Change Order shall be provided, performed, and completed in full compliance with, and as required by or pursuant to, the Contract, including any Specifications and Contract Drawings for the Work to be performed under this Change Order and for Work of the same type as the Work to be performed under this Change Order, and as specified in the preceding "Description of Changes Involved."
3. Unless otherwise provided herein, all Work included in this Change Order shall be guaranteed and warranted as set forth in, and Contractor shall not be relieved from strict compliance with, the guaranty and warranty provisions of the Contract.
4. All Work included in this Change Order shall be covered under the Bonds and the insurance coverages specified in the Contract. If the Contract Price, including this Change Order, exceeds the Contract Price set forth in the Contract, as signed, by twenty percent (20%), Contractor shall submit to Owner satisfactory evidence of such increased coverage under the Bonds.

III. ADJUSTMENTS IN CONTRACT PRICE:

1.	Original Contract Price	<u>\$1,403,967.00</u>
2.	Net (addition) (reduction) due to all previous Change Orders Nos. ____ to ____	<u>\$0.00</u>
3.	Contract Price, not including this Change Order	<u>\$1,403,967.00</u>
4.	(Addition) (Reduction) to Contract Price due to this Change Order	<u>\$223,360.00</u>
5.	Contract Price including this Change Order	<u>\$1,627,327.00</u>



IV. FINDINGS:

Pursuant to the requirements of Section 33E-9 of the Illinois Criminal Code of 1961, the undersigned do hereby find that the Change Order: [check all that are appropriate]

X is necessary due to circumstances that were not foreseeable at the time the Owner entered into the Contract;

X is germane to the Contract in its original form as signed; and/or

X is in the best interest of the Owner and authorized by law.

RECOMMENDED FOR ACCEPTANCE:

PROJECT MANAGER: Jason Ostrowski

By: \_\_\_\_\_ (9/23/2024)

Signature of Authorized Representative Date

ACCEPTED:

CONTRACTOR: Landscape Concepts Management, Inc.

By: \_\_\_\_\_ ( )

Signature of Authorized Representative Date

CITY OF DES PLAINES:

By: \_\_\_\_\_ ( )

Signature of Authorized Representative Date

#24602136\_v1

ATTACHMENT A

TASK ORDER NO. 6

In accordance with Section 1.2 of the Master Contract dated November 6, 2023 between the City of Des Plaines (the “City”) and Berger Excavating Contractors, Inc. (“Contractor”), the Parties agree to the following Task Number 6:

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

1. **Project:**

*Emergency Watermain Break Repairs at 7 Locations*

2. **Work Site:**

*Various Locations*

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

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

[Identify permits, licenses, and approvals obtained, or to be obtained, by Owner]

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No Exceptions

4. **Commencement Date:**

the date of execution of the Contract by Owner.

\_\_\_\_\_ days after execution of the Contract by Owner.

September 4, 2024

5. **Completion Date:**

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

September 7, 2024, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

6. **Insurance Coverage:**

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

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

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

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

All employees must be included as insureds.

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

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

Coverage must include:

- Premises / Operations
- Products / Completed Operations (to be maintained for two years after Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement

- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- Bodily Injury and Property Damage

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

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

All employees must be included as insured.

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

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

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

- E. Owner’s and Contractor’s Protective Liability Insurance. Contractor, at its sole cost and expense, must purchase this Insurance in the name of Owner with a combined single limit for bodily injury and property damage of not less than \$1,000,000.

- F. Umbrella Policy. The required coverage may be in the form of an umbrella policy above \$2,000,000 primary coverage. All umbrella policies must provide excess coverage over underlying insurance on a following-form basis so that, when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover that loss.

- G. Deductible. Each policy must have a deductible or self-insured retention of not more than \$\_\_\_\_\_.

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

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The Additional Insured endorsement must identify Owner as follows:

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

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

<u>Additional Insured</u>	<u>Policy or Policies</u>
_____	_____
_____	_____
_____	_____

7. **Contract Price:**

**SCHEDULE OF PRICES**

- A. LUMP SUM CONTRACT

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

\$ \_\_\_\_\_

- All Work will be paid on a force account basis, using the terms of Section 109.04(b) of the IDOT Standard Specifications For Road And Bridge Construction 2012, without limitation to "extra work." Contractor shall be paid in installments (see below). Contractor must submit Pay Requests including itemized statements of the

cost of the Work, accompanied and supported by statements and invoices for all labor, materials, transportation charges and other items of the Work, using standard Illinois Department of Transportation schedules and report forms.

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

\$85,000

**B. UNIT PRICE CONTRACT**

NOTE: If Owner has provided a separate form Schedule of Pricing attached to this Attachment A, then that Schedule of Prices will be used and this Subsection B should not be used. If Owner has not provided a separate form Schedule of Prices, then this Subsection B should be used.

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

**COMPLETE TABLE AS INDICATED**

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

TOTAL CONTRACT PRICE *(write in numbers only)*:

\$ \_\_\_\_\_

**C. COMBINED LUMP SUM/UNIT PRICE CONTRACT**

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

\$ \_\_\_\_\_

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

**COMPLETE TABLE AS INDICATED**

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

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

\$ \_\_\_\_\_

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

**8. Progress Payments:**

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

- B. Value of Work. The Value of the Work will be determined as follows:
- (1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor must, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner ("Breakdown Schedule"). The sum of the items listed in the Breakdown Schedule must equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule must be revised and resubmitted until acceptable to Owner. No payment may be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.  
  
Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Work. If Contractor fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner will have the right either to suspend Progress and Final Payments for Lump Sum Work or to make such Payments based on Owner's determination of the value of the Work completed.
  - (2) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work will be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place will be measured on the basis described in Attachment B to the Contract or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner's estimate only and may not be used in establishing the Progress or Final Payments due Contractor. The Contract Price will be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.
- C. Application of Payments. All Progress and Final Payments made by Owner to Contractor will be applied to the payment or reimbursement of the costs with respect to which they were paid and will not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.



9. Per Diem Administrative Charge:

\$ \_\_\_\_\_

No Charge

10. Standard Specifications:

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

"State of Illinois Standard Specifications for Road and Bridge Construction" (SSRB)

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

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

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

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

See Attachment D for any special project requirements.

CITY

Signature  
Director of Public Works  
And Engineering

Date

9/23, 2024

CONTRACTOR

Signature  
Name (printed or typed)

Date

9/25, 2024  
CHRIS ASPEGREN

If compensation increase greater than \$5 000, then the City Manager's signature is required.

Signature  
City Manager

Date

, 20

If compensation greater than \$25,000, then the City Council must approve the Services Change Order in advance and the City Manager or Mayor's signature is required.

Signature  
City Manager

Date

, 20



COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

1420 Miner Street  
Des Plaines, IL 60016  
P: 847.391.5380  
desplainesil.gov

MEMORANDUM

Date: September 26, 2024

To: Dorothy Wisniewski, City Manager

From: Ryan N. Johnson, Assistant Director of Community and Economic Development<sup>RJ</sup>

CC: Allen Yanong, Chief Building Official

Subject: B&F Construction Code Services - Plan Review and Inspection Services - Change Order

**Issue:** The Community and Economic Development (“CED”) Department utilizes the services of B&F Construction Code Services, Inc. (“B&F”) for building inspections, plan reviews, and related services. Staff is requesting a change order to the current contract to increase the amount of the current purchase order, utilizing budgeted funds.

**Analysis:** Effective January 1, 2022, the City entered into a 3-year contract with B&F to perform building inspection and plan review services on an as-needed basis for CED with an annual not-to-exceed amount of \$75,000. City Council approved additional service funding change orders in 2022 and 2023. At their August 5, 2024 meeting, City Council approved Change Order No. 3 in the amount of \$40,000 which amended the not-to-exceed amount to \$115,000.

The City has one vacant inspector position and continues to experience substantial sustained construction activity resulting in high demand for building permits, plan reviews, and inspections. Staff plans to continue utilizing B&F for plan reviews and building inspections for the remainder of 2024, which would require the amount of the purchase order to increase. The majority of plan review fees charged to the City are recouped when permit applicants submit plan review payments. Staff is requesting that the contract with B&F is amended with a Change Order for \$40,000 of additional funds in fiscal year 2024. This additional funding was included in the City’s 2024 budget.

**Recommendation:** Staff recommends the City Council approve Resolution R-164-24 approving a Change Order to the current contract with B&F Construction Code Services, Inc. for plan review and building inspection services for the new amount not-to-exceed \$155,000.

**Attachment:**

Attachment 1: Resolution R-164-24

**Exhibits:**

Exhibit A: Change Order #4

**CITY OF DES PLAINES**

**RESOLUTION R - 164 - 24**

**A RESOLUTION APPROVING CHANGE ORDER NO. 4 TO  
A CONTRACT WITH B&F CONSTRUCTION CODE  
SERVICES, INC. FOR PLAN REVIEW AND BUILDING  
INSPECTION SERVICES.**

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

**WHEREAS**, on December 20, 2021, the City Council adopted Resolution No. R-207-21, approving a contract ("**Contract**") with B&F Construction Code Services, Inc. ("**Consultant**") to conduct certain plan review and inspection services for construction projects in the City ("**Services**"), which agreement expires on December 31, 2024; and

**WHEREAS**, on January 1, 2022, the City entered into the Contract with Consultant for the performance of the Services in the not-to-exceed amount of \$75,000 per fiscal year; and

**WHEREAS**, on December 5, 2022, the City Council adopted Resolution No. R-199-22 Change Order Number 1 ("**Change Order No. 1**") under the Contract for the performance of additional services in the not-to-exceed amount of \$50,000 during the 2022 fiscal year, bringing the total annual cost for the 2022 fiscal year to \$125,000; and

**WHEREAS**, on October 16, 2023, the City Council adopted Resolution No. R-180-23 Change Order Number 2 ("**Change Order No. 2**") under the Contract for the performance of additional services in the not-to-exceed amount of \$40,000 during the 2023 fiscal year, bringing the total annual cost for the 2023 fiscal year to \$115,000; and

**WHEREAS**, on August 5, 2024, the City Council adopted Resolution No. R-135-24 Change Order Number 3 ("**Change Order No. 3**") under the Contract for the performance of additional services in the not-to-exceed amount of \$40,000 during the 2024 fiscal year, bringing the total annual cost for the 2024 fiscal year to \$115,000; and

**WHEREAS**, to date, the City expects to spend more than \$115,000 for the performance of the Services by the Consultant pursuant to the Contract during the 2024 fiscal year ("**Additional Services**"); and

**WHEREAS**, in accordance with Chapter 10 of Title 1 of the City Code of the City of Des Plaines and the City purchasing policy, City staff has determined that the procurement of the Additional Services does not require competitive bidding because the Additional Services require a high degree of professional skill and judgment; and

**WHEREAS**, the City and the Consultant desire to enter into Change Order Number 4 ("**Change Order No. 4**") under the Contract for the performance of the Additional Services in the

not-to-exceed amount of \$40,000 during the 2024 fiscal year, for a total amount of \$155,000 for the 2024 fiscal year; and

**WHEREAS**, sufficient funds have been appropriated for use during the 2024 fiscal year to procure the Additional Services in the amount not-to-exceed \$155,000; and

**WHEREAS**, the City Council has determined that authorizing the Consultant to perform the Additional Services under the Contract pursuant to Change Order No. 4 is: (i) necessary due to an increase in permits and a reduction in staffing; (ii) germane to the Contract in its original form as signed; and (iii) in the best interest of the City and authorized by law;

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

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

**SECTION 2: APPROVAL OF CHANGE ORDER NO. 4.** The City Council hereby approves Change Order No. 4 to the Contract in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

**SECTION 3: AUTHORIZATION TO EXECUTE CHANGE ORDER NO. 4.** The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, Change Order No. 4 to the Contract.

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

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

ATTEST:

Approved as to form:

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

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

**EXHIBIT A**

**CHANGE ORDER NO. 4**

**CHANGE ORDER TO CONTRACT**

In accordance with the terms of the Contract effective January 1, 2022 between the City of Des Plaines (the “*City*”) and B&F Construction Code Services, Inc. (the “*Consultant*”), the Parties agree to the following Change Order to the Contract:

- 1. Change in Contracted Services:** N/A
- 2. Change in Project Schedule** (attach schedule if appropriate): On Demand/On-Call
- 3. Change in Project Completion Date:** N/A.
- 4. Change in Compensation:** Additional services in the not-to-exceed amount of \$40,000 in fiscal year 2024, for a total contract amount in the 2024 fiscal year of \$155,000.
- 5. Change in Project Specific Pricing** (if applicable). N/A

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

**[signature page follows]**

**CITY**

**CONSULTANT**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (printed or typed)

\_\_\_\_\_, 2024  
Date

\_\_\_\_\_, 2024  
Date



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

1420 Miner Street  
Des Plaines, IL 60016  
P: 847.391.5390  
desplainesil.gov

MEMORANDUM

Date: September 20, 2024  
To: Dorothy Wisniewski, City Manager  
From: Becka Shipp, P.E., Assistant Director of Public Works and Engineering *BS*  
Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works & Engineering *TPO*  
Subject: Easement Agreement for 1680 E. Touhy Ave Water Main Installation

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**Issue:** A non-exclusive easement agreement has been prepared to grant the City access rights to 2,700 feet of 8-inch diameter water main looped around the new Iron Mountain data center at 1680 E. Touhy Ave which will be connected to the City's water system.

**Analysis:** The property owner, 1680 E. Touhy Investors, LLC, will be constructing the water main, 8 fire hydrants, and any appurtenances thereto with perpetual maintenance responsibilities at their sole cost and expense. Construction and maintenance of the facilities will be performed in conformance with City engineering standards and specifications. The granted easement allows the City to survey, construct, operate, use, maintain, own, test, inspect, repair, remove, replace, or abandon the facilities as needed with all reasonable rights of ingress and egress. If the City determines the property owner is not performing proper maintenance and conducting all necessary repairs that may impact the City's water system, the City will exercise the rights granted by the easement and charge the property owner to defray any maintenance costs.

**Recommendation:** We recommend approval of the Non-Exclusive Easement Agreement with 1680 E. Touhy Investors, LLC.

**Attachments:**

Resolution R-165-24  
Exhibit A – Non-Exclusive Easement Agreement



CITY OF DES PLAINES

RESOLUTION R - 165 - 24

**A RESOLUTION APPROVING A NON-EXCLUSIVE EASEMENT AGREEMENT WITH 1680 E. TOUHY INVESTORS, LLC FOR WATER MAIN FACILITIES INSTALLED AT 1680 TOUHY AVENUE.**

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

**WHEREAS**, 1680 Touhy Investors, LLC, a Delaware Limited liability company ("**Owner**"), is the record title owner of the property commonly known as 1680 E. Touhy Avenue in Des Plaines, Illinois ("**Property**")

**WHEREAS**, the Owner desires to install 2,700 feet of 8-inch looped water main, 155 feet of 6-inch fire hydrant leads, eight fire hydrants, and the appurtenances thereto, all connected to the City's water system on the Property (collectively, the "**Facilities**"); and

**WHEREAS**, upon the construction of the Facilities, the Owner will convey and dedicate the Facilities to the City;

**WHEREAS**, the City and the Owner desire to enter into an easement agreement ("**Easement Agreement** ") to provide the City with the right to survey, construct, operate, use, maintain, own, test, inspect, repair, remove, replace or abandon the Facilities with all reasonable rights of ingress and egress; and

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

**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 EASEMENT AGREEMENT.** The City Council hereby approves the Easement Agreement with the Owner in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the General Counsel.

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

**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 \_\_\_\_\_, 2024.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

---

**MAYOR**

ATTEST:

Approved as to form:

---

**CITY CLERK**

---

**Peter M. Friedman, General Counsel**

**PREPARED BY:  
CITY OF DES PLAINES  
1420 MINER STREET  
DES PLAINES, IL  
60016**

**AFTER RECORDING  
RETURN TO:**

**NON-EXCLUSIVE EASEMENT AGREEMENT  
FOR LOOPED WATER MAIN**

**THIS AGREEMENT** is dated as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024 between the **CITY OF DES PLAINES**, an Illinois home rule municipal corporation (the "**City**"), and **1680 TOUHY INVESTORS, LLC**, a Delaware limited liability company ("**Owner**").

**IN CONSIDERATION OF** the mutual covenants and agreements set forth herein and pursuant to the City's home rule powers, the parties hereto agree as follows:

1. **BACKGROUND.**

A. The Owner is the owner of certain real estate situated at 1680 E. Touhy Avenue, Des Plaines, County of Cook, State of Illinois, which real estate is legally described in ***Exhibit A*** (the "**Subject Property**").

B. The Owner and the City have determined that it is in their respective best interests to enter into this Agreement in order to provide the City with a sufficient property interest in the Subject Property to fulfill the purposes described herein.

2. **GRANT AND USE OF EASEMENT.** The Owner grants, conveys, warrants, and dedicates to the City a perpetual easement in, at, over, along, across, through, upon, and under that portion of the Subject Property legally described and depicted on ***Exhibit B*** (the "**Easement Premises**"), to survey, construct, operate, use, maintain, own, test, inspect, repair, remove, and replace or abandon in place (collectively the "**Installation and Maintenance**") 2,700 feet of 8-inch transmission main, 155 feet of 6-inch fire hydrant leads, 8 fire hydrants and any appurtenances thereto (collectively, the "**Facilities**") together with all reasonable rights of ingress and egress over, along, across, and upon the Subject Property necessary for the exercise of the rights granted herein.

3. **CONSTRUCTION AND MAINTENANCE OF FACILITIES.** The Owner will, at its sole cost and expense, construct and maintain the Facilities in accordance with plans approved by the City and the City's Engineering Standards and Specifications. After the completion of construction by the Owner and approval by the City of the Facilities, the Owner will dedicate the Facilities to the City. Notwithstanding this dedication, the Owner will, at its sole cost and expense, perpetually maintain the Facilities in good condition and conduct all necessary repairs and regular maintenance to ensure that the Facilities remain in good working condition and in compliance with all of the City's laws, codes, and

regulations. In the event the City determines, in its reasonable discretion, that proper maintenance of the Facilities is not performed at any time, the City, after five (5) days prior written notice to the Owner, may, but shall not be obligated to, enter upon any or all of the Easement Premises, as well as all portions of the Subject Property necessary to provide access to the Easement Premises, for the purpose of performing maintenance work on and to the Facilities. In the event that the City shall cause to be performed any work pursuant to this Section 3, the City shall have the right to charge the Owner an amount sufficient to defray the entire cost of such work or action, including administrative costs, either before or after such cost is incurred. If the amount so charged is not paid by the Owner within thirty (30) days following a demand in writing by the City for such payment, such charge, together with interest and costs of collection, shall become a lien upon the Subject Property and the City shall have the right to collect such charge, with interest and costs, and to enforce such lien as in foreclosure proceedings as permitted by law.

4. **HOLD HARMLESS.** The Owner agrees to hold the City harmless from all claims, causes of action, suits, damages, or demands that arise directly from the Installation of the Facilities on the Easement Premises.

5. **RESERVED RIGHT.** The Owner retains the right to use the Easement Premises in any manner that will not prevent or interfere in any way with the exercise by the City of the rights granted herein; provided, however, that the Owner shall not permanently or temporarily improve or obstruct the Easement Premises or cause any improvements or obstructions to be constructed on the Easement Premises that would impair the exercise by the City of the rights granted herein without the express prior written consent of the City Manager, which consent shall not be unreasonably withheld.

6. **ADDITIONAL EASEMENTS.** The Owner shall have the right to grant other non-exclusive easements over, along, across or upon the Easement Premises; provided, however, that any such other easements shall be subject to this Agreement granted hereby and shall not prevent or interfere with the exercise by the City of the rights granted herein.

7. **RESTORATION.** Upon completion of any construction, repair and/or other maintenance the Owner will restore the Subject Property.

8. **COVENANTS RUNNING WITH THE LAND.** The easements and rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement shall be easements, rights, restrictions, agreements and covenants running with the land, shall be recorded against the Subject Property and shall be binding upon and inure to the benefit of the Owner and the City and their respective heirs, executors, administrators, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Subject Property, or any portion thereof, and all persons claiming under them. If any of the easements, rights, restrictions, agreements, or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such easements, rights, restrictions, agreements or covenants shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of J.B. Pritzker, the current governor of the State of Illinois.

9. **ASSIGNMENT OF RIGHTS.** The Owner agrees that the City may assign its rights or delegate its duties under this Agreement to any assignee: (a) who is reasonably competent to exercise the rights granted herein and the obligations imposed herein; and (b) who makes adequate assurances to the Owner that any activity performed pursuant to such assignment or delegation shall be conducted in a good and workmanlike manner.

10. **AMENDMENT.** This Agreement may be modified, amended or annulled only by the written agreement of the Owner and the City.

11. **EXHIBITS.** *Exhibits A* and *B* attached to this Agreement are incorporated herein and made a part hereof by this reference.

**[REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed on the date first above written.

**OWNER:**  
**1680 TOUHY INVESTORS, LLC**, a Delaware limited liability company

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

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

ATTEST:

**CITY OF DES PLAINES:**

\_\_\_\_\_  
Jessica M. Mastalski  
City Clerk

By: \_\_\_\_\_  
Dorothy Wisniewski  
City Manager



**EXHIBIT A**  
**Legal Description of the Subject Property**

THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER SECTION 28, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF A LINE, 641.21 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER (MEASURED PERPENDICULAR TO SAID WEST LINE) WITH A LINE, 1702.102 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER (AS MEASURED IN THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER); THENCE NORTH 88 DEGREES, 10 MINUTES 24 SECONDS EAST IN SAID LINE PARALLEL WITH SAID NORTH LINE, 646.207 FEET TO ITS POINT OF INTERSECTION WITH A LINE 40.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER (MEASURED PERPENDICULAR TO SAID EAST LINE); THENCE SOUTH 00 DEGREES, 04 MINUTES, 27 SECONDS WEST IN SAID LAST DESCRIBED PARALLEL LINE, 239.29 FEET; THENCE SOUTH 89 DEGREES, 66 MINUTES, 33 SECONDS EAST 7.00 FEET TO A POINT IN A LINE, 33.00 FEET WEST OF (MEASURED PERPENDICULAR) AND PARALLEL WITH SAID EAST LINE; THENCE SOUTH 00 DEGREES, 04 MINUTES, 27 SECONDS WEST IN SAID LAST DESCRIBED PARALLEL LINE, 660.0 FEET TO ITS POINT OF INTERSECTION WITH THE NORTH LINE OF TOUHY AVENUE, SAID NORTH LINE BEING 50.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER (MEASURED PERPENDICULAR TO SAID SOUTH LINE); THEN SOUTH 88 DEGREES, 01 MINUTES, 20 SECONDS WEST IN SAID NORTH LINE OF TOUHY AVENUE, 652.102 FEET TO ITS POINT OF INTERSECTION WITH SAID LINE, 641.21 FEET EAST OF SAID WEST LINE OF SOUTHWEST QUARTER; THENCE NORTH IN SAID PARALLEL LINE 901.207 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Commonly Known as: 1680 E. Touhy Avenue, Des Plaines, IL 60018

Permanent Real Estate Index No.: 09-28-300-013-0000



**EXHIBIT B**  
**Legal Description and Depiction of Easement**

LEGAL DESCRIPTION OF WATERMAIN EASEMENT:

A PORTION OF LAND IN THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF A LINE 641.21 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER (MEASURED PERPENDICULAR TO SAID WEST LINE) WITH A LINE, 1702.102 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER (AS MEASURED IN THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER); THENCE NORTH 87 DEGREES 57 MINUTES 43 SECONDS EAST ALONG THE SOUTH LINE OF SHERWIN AVENUE 18.11 FEET, TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 87 DEGREES 57 MINUTES 43 SECONDS EAST 20.01 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 14 SECONDS WEST 31.65 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 438.07 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST 31.09 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 323.67 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 130.08 FEET TO A POINT ON THE WEST LINE OF UTILITY EASEMENT RECORDED AS DOCUMENT 18552722; THENCE SOUTH 00 DEGREES 10 MINUTES 56 SECONDS EAST, ALONG SAID WEST LINE 20.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 130.14 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 361.76 FEET; THENCE SOUTH 44 DEGREES 14 MINUTES 25 SECONDS WEST 51.22 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 49 SECONDS WEST 316.52 FEET; THENCE NORTH 80 DEGREES 30 MINUTES 14 SECONDS WEST 110.62 FEET; THENCE NORTH 22 DEGREES 19 MINUTES 36 SECONDS WEST 49.35 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 14 SECONDS EAST 260.32 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 13.02 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 14 SECONDS EAST 20.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 13.02 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 14 SECONDS EAST 243.46 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 12.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 14 SECONDS EAST 25.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 12.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 14 SECONDS WEST 185.14 FEET, TO THE POINT OF BEGINNING,

EXCEPTING THEREFROM THE ABOVE TRACT OF LAND DESCRIBED AS FOLLOWS:

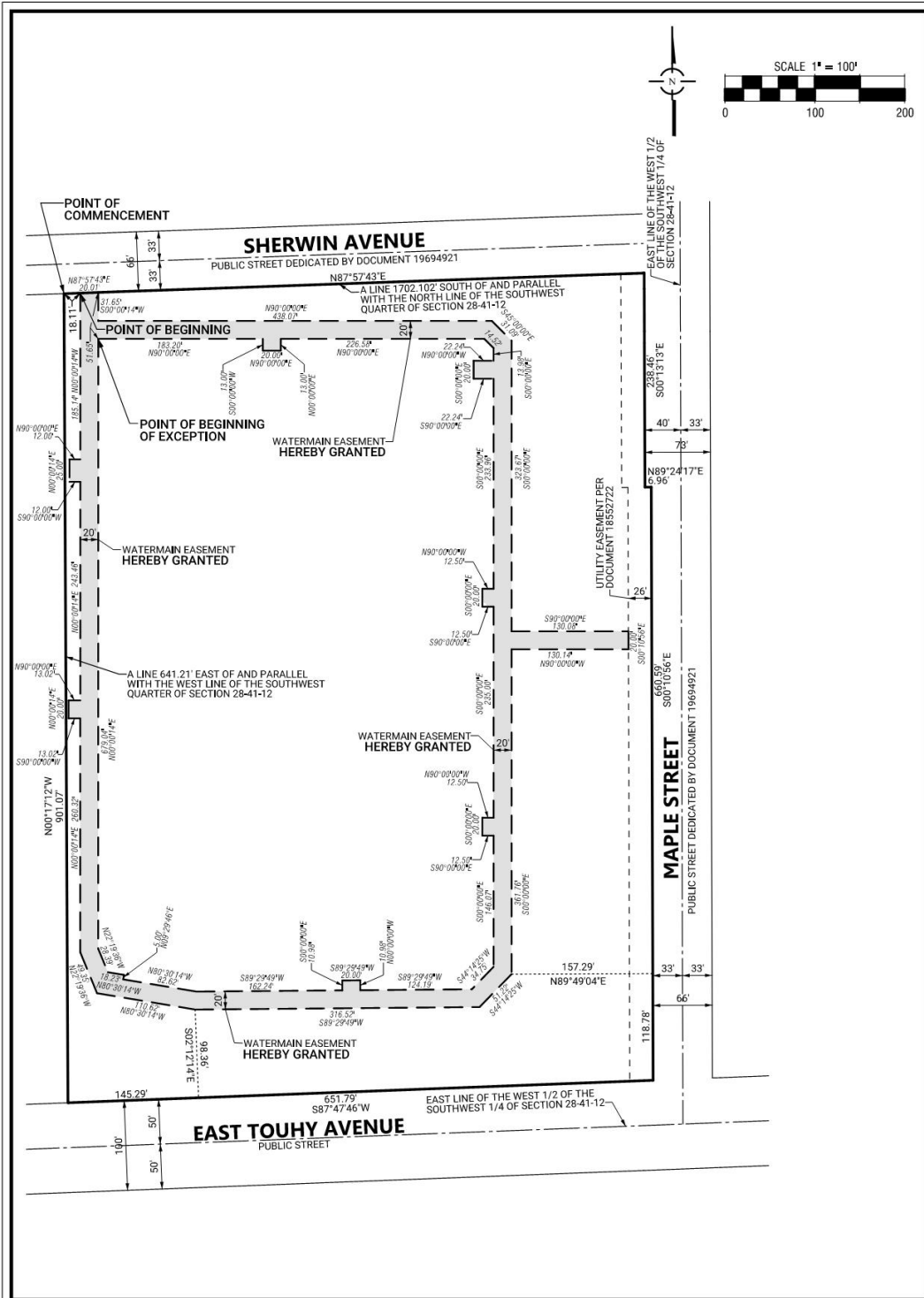
COMMENCING AT THE POINT OF INTERSECTION OF A LINE 641.21 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER (MEASURED PERPENDICULAR TO SAID WEST LINE) WITH A LINE, 1702.102 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER (AS MEASURED IN THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER); THENCE NORTH 87 DEGREES 57 MINUTES 43 SECONDS EAST ALONG THE SOUTH LINE OF SHERWIN AVENUE, 18.11 FEET; THENCE CONTINUING NORTH 87 DEGREES 57 MINUTES 43 SECONDS EAST 20.01 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 14 SECONDS WEST 51.65 FEET, TO THE POINT OF BEGINNING;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 183.20 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 13.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 20.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 13.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 226.58 FEET; THENCE SOUTH 45

DEGREES 00 MINUTES 00 SECONDS EAST 14.52 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 13.98 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 22.24 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 20.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 22.24 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 233.96 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 12.50 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 20.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 12.50 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 235.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 12.50 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 20.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 12.50 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 146.07 FEET; THENCE SOUTH 44 DEGREES 14 MINUTES 25 SECONDS WEST 34.75 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 49 SECONDS WEST 124.19 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 10.98 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 49 SECONDS WEST 20.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 10.98 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 49 SECONDS WEST 162.24 FEET; THENCE NORTH 80 DEGREES 30 MINUTES 14 SECONDS WEST 82.62 FEET; THENCE NORTH 09 DEGREES 29 MINUTES 46 SECONDS EAST 5.00 FEET; THENCE NORTH 80 DEGREES 30 MINUTES 14 SECONDS WEST 18.23 FEET; THENCE NORTH 22 DEGREES 19 MINUTES 36 SECONDS WEST 28.39 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 14 SECONDS EAST 679.04 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**Commonly Known as:** 1680 E. Touhy Avenue, Des Plaines, IL 60018

**Permanent Real Estate Index No.:** 09-28-300-013-0000



spacecoinc.com Rosemont, IL - Morris, IL - Indianapolis, IN

DATE: 08/09/2024 FILENAME: 10159 WM EASE JOB NO: 10159

**WATERMAIN EASEMENT EXHIBIT**

**IRON MOUNTAIN  
1680 TOUHY AVENUE  
DES PLAINES, ILLINOIS**

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**PUBLIC WORKS AND  
ENGINEERING DEPARTMENT**

1420 Miner Street  
Des Plaines, IL 60016  
P: 847.391.5390  
desplainesil.gov

**MEMORANDUM**

**Date:** September 26, 2024  
**To:** Dorothy Wisniewski, City Manager  
**From:** Rob Greenfield, Superintendent of Utility Services  
**Cc:** Tim Watkins, Assistant Director of Public Works and Engineering  
 Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering  
**Subject:** Reject All Bids - 2024 Capital Improvement Program (CIP) - Water Main Improvements

**Issue:** Bids for the 2024 CIP Water Main Improvement were opened on September 20, 2024.

**Analysis:** The scope of work includes installation of new water main and water services (replacing lead and galvanized services to the meter), valves, hydrants, and restoration of pavement, sidewalk, and miscellaneous landscaping as needed at the following locations:

LOCATION	LIMITS	ACTIVITY
Arnold Court	Dorothy to Florian	Water Main Replacement
Dover Dr	Marshall to Miami	Water Main Replacement
Dover Ln	Dover Dr to Dover Dr	Water Main Replacement
Sherman Place	S Des Plaines River Rd to Grove Ave	Water Main Replacement
Hills Avenue	S Des Plaines River Rd to Grove Ave	Water Main Replacement

Following are the bid results:

BIDDER	BID AMOUNT
Joel Kennedy Construction Corp.	\$2,459,408.00
Mauro Sewer Construction, Inc.	\$2,668,754.00
Swallow Construction Corporation	\$2,691,668.30
John Neri Construction Co., Inc.	\$2,751,510.50
DiMeo Brothers, Inc.	\$3,122,587.00
Martam Construction, Inc.	\$3,328,980.00
Bolder Contractors, Inc.	\$3,402,055.50
Concept Plumbing, Inc.	\$3,874,842.50
Berger Contractors, Inc.	\$4,382,540.50

After reviewing the bids received, we determined that there were inconsistencies in the pricing submitted and that the cost for the project is over our budgeted amount. Public Works is evaluating the possibility of replacing some of these water mains in house which would provide a cost savings to the City. Once this is determined, we will revise the specifications and rebid this project in the future.

**Recommendation:** We recommend the City Council reject the bids received on September 20, 2024, for the 2024 CIP Water Main Improvements project and rebid this item at a later date.

**Attachments:**

Resolution R-167-24

**CITY OF DES PLAINES**

**RESOLUTION R - 167 - 24**

**A RESOLUTION REJECTING ALL BIDS FOR THE 2024 CAPITAL IMPROVEMENT PROGRAM WATER MAIN IMPROVEMENTS PROJECT.**

**WHEREAS**, the 2024 budget includes funding for the 2024 Capital Improvement Program Water Main Improvements Project ("*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 nine bids, which were opened on September 20, 2024; and

**WHEREAS**, upon reviewing the bids and the costs associated with them, 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;

**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 \_\_\_\_\_, 2024.

**APPROVED** this \_\_\_ day of \_\_\_\_\_, 2024.

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

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

ATTEST:

Approved as to form:

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

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

DP-Resolution Rejecting All Bids for 2024 CIP Water Main Improvements



## FIRE DEPARTMENT

405 S. River Rd  
 Des Plaines, IL 60016  
 P: 847.391.5333  
 desplainesil.gov

## MEMORANDUM

Date: August 13, 2024  
 To: Dorothy Wisniewski, City Manager  
 From: Matthew Matzl, Fire Chief <sup>19/24</sup>  
 Subject: Adjust Ambulance Service Fees to Align with GEMT Rate

**Issue:** The City charges a fee when a patient is treated by Fire Department paramedics to help offset the cost of providing the services. Fees have not changed since 2019, prior to the City's participation in the Ground Emergency Medical Transport (GEMT) program. Adjustment to the ambulance service fees to match the GEMT rate set annually by the GEMT program is proposed.

**Analysis:** The current ambulance service fee for all residents and non-residents of Des Plaines is \$1,500 for the evaluation, treatment, and transportation of a patient by the Fire Department to a medical facility. In addition to the ambulance service fee, there is a charge of \$15.00 per mile during the transport of the patient. There is a \$250 "no transport" fee for patients who are medically evaluated and/or treated by the Fire Department but are not transported to a medical facility. There is also a lift-assist fee that can occur when the Fire Department responds and provides assistance with moving an individual who does not need ambulance transportation services related to illness or injury. The number of lift-assist occurrences determines the fee. These rates have historically been based on what fire departments in our area have charged and have not been increased since 2019. Fees are billed to the patient's private insurance, Medicare, Medicaid, or, when no medical insurance is available, the patient themselves. The City does not "balance bill" Des Plaines residents.

For several years, our ambulance billing company has been working with the Centers for Medicare and Medicaid Services and the Illinois Department of Healthcare and Family Services (HFS) to participate in the GEMT program. The GEMT program is a federally funded program that allows Illinois fire agencies that perform emergency medical transport for Medicaid patients to submit for additional reimbursements for unrecovered costs associated with those transports. The standard reimbursement for ambulance transports for those covered by Medicaid is significantly less than the actual costs experienced by the City. Under the HFS Department's Transportation Fee Schedule, the standard reimbursement for ambulance transport of persons covered by Medicaid is approximately \$250 per transport. Participation in the GEMT Program



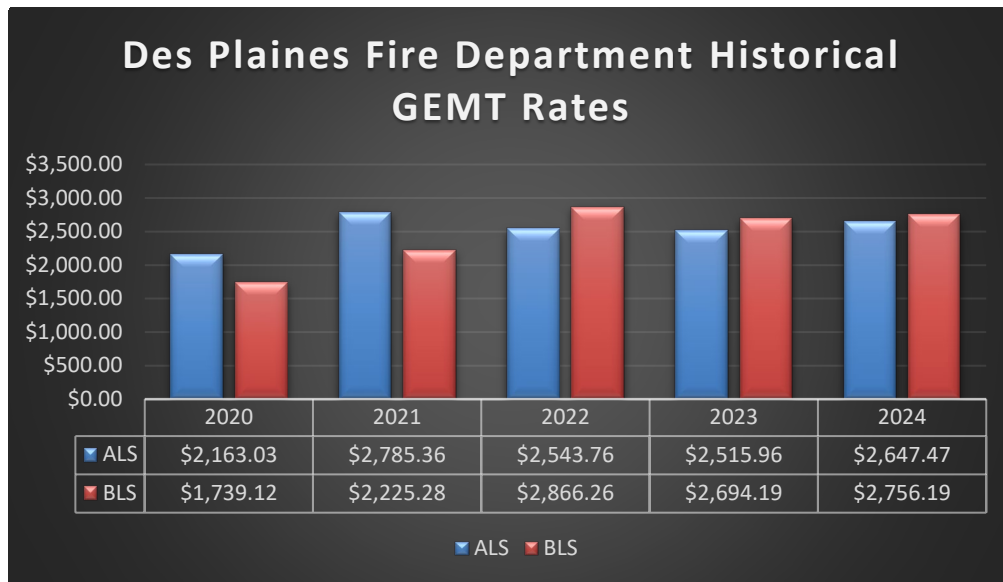
offers a revenue sharing opportunity with HFS, which has helped to cover the funding gap between the reimbursement amount and the actual cost to provide services. These additional reimbursements are then split between the City of Des Plaines and the State of Illinois.

As part of the GEMT program, HFS annually sets a rate unique to our Fire Department that is based upon our Fire Department budget and the portion of our budget that goes towards providing emergency medical services. The 2024 GEMT rate for the Des Plaines Fire Department is \$2,647.47 for Advanced Life Support (ALS) care and \$2,756.19 for Basic Life Support (BLS) care.

Federal guidelines stipulate that Medicaid cannot be charged more than private insurance. Therefore, it is suggested that our ambulance service fees be equal to our GEMT rate to ensure the uniformity of billing rates. Many neighboring fire departments have already made this change or are in the process of doing so as the GEMT program becomes more widespread in our area. Here are examples of neighboring communities that have adjusted their rates based on their GEMT rate:

City	ALS Rate	BLS Rate
Glenview	\$2,421.00	\$2,421.00
Northbrook	\$2,237.39	\$2,036.20
Park Ridge	\$2,185.20	\$1,993.78
Arlington Heights	\$2,304.98	\$2,454.64
Skokie	\$3,407.48	\$3,425.01
Niles	\$3,342.48	\$3,643.60

Here is a graph showing the historical GEMT rates assigned to the Des Plaines Fire Department since the implementation of the program:



While the GEMT program will bring additional funding to the City of Des Plaines, it will not add any new costs to our residents. The City of Des Plaines will continue to accept payment by the resident’s insurance company and/or Medicare and will continue to not require the resident to pay any additional costs out of pocket. The City will continue to not “balance bill” our residents.

**Recommendation:** It is recommended that the City changes the ambulance billing rate from the current fee of \$1,500 to the GEMT rate set annually by this GEMT program. The primary benefit of this change would be that this rate will adjust annually as our costs to provide emergency medical services inevitably rise each year. Additionally, the GEMT rate determined by HFS will provide a fair and unbiased third-party analysis of what it costs the City of Des Plaines per call. On an annual basis, when the City of Des Plaines reviews and approves its fee schedule, the Des Plaines Fire Department will update the ambulance service to reflect the most recently ascertained GEMT rate.

**Attachment:**

Ordinance M-14-24

**CITY OF DES PLAINES**

**ORDINANCE M - 14 - 24**

**AN ORDINANCE AMENDING SECTION 3-3-8 OF THE  
DES PLAINES CITY CODE REGARDING FEES FOR  
AMBULANCE SERVICES.**

**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**, pursuant to Section 3-3-8 of the Des Plaines City Code ("**City Code**"), the City charges fees for ambulance transport and emergency medical services provided by the City; and

**WHEREAS**, the City desires to amend Section 3-3-8 of the City Code to update the City's ambulance transportation and emergency medical service fees; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City and its residents to 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 foregoing recitals are incorporated into, and made a part of, this Ordinance as the findings of the City Council.

**SECTION 2: AMBULANCE FEES.** Subsection 3-3-8.B, titled "Ambulance Fees," of Section 3-3-8, titled "Fire and Ambulance Service," of Chapter 3, titled "Fire Department," of Title 3, titled "Municipal Departments," of the City Code is amended to read as follows:

**"3-3-8: FIRE AND AMBULANCE SERVICE:**

\* \* \*

**B. Ambulance Fees:**

1. Purpose: Ambulance fees are established for the purpose of defraying a portion of the costs incurred by the city related to the transportation, ~~and/or~~ treatment and evaluation of persons by the Des Plaines fire department. ~~A different fee structure is established for city residents and nonresidents in recognition of the taxes paid by city residents to the city of Des Plaines.~~

2. Ambulance Fees Established:

a. Ambulance Service Fee: ~~Effective December 1, 2019, there is hereby established an ambulance service fee of one thousand five hundred dollars~~

~~(\$1,500.00) for the evaluation, treatment, and transportation of a patient by the fire department to a medical facility. Each person who receives ambulance transportation or emergency medical services from the City will be charged an ambulance user fee in an amount equal to the amount listed in the most recent Ground Emergency Medical Transport (GEMT) program report reflecting the actual cost incurred for the treatment and transport of residents and nonresidents, as appropriate, plus a mileage fee of~~

~~(1) In addition to the ambulance service fee, there is a charge of fifteen dollars (\$15.00) per mile during the traveled during the transport of the patient. Specifically, but without limitation, all Advanced Life Support (ALS1 and ALS2) calls will be charged at the GEMT-approved rate for ALS service, and all Basic Life Support (BLS) calls will be charged at the GEMT-approved rate for BLS service.~~

b. No Transport Ambulance Fee: ~~Effective December 1, 2019, there is hereby established an evaluation/treatment/no-transport ambulance fee of two hundred fifty dollars (\$250.00) for patients who are medically evaluated and/or treated by the fire department but who are not transported to a medical facility.~~

3. Collection Of Fees: The director of finance shall cause a bill to be issued and sent to the person ~~having been~~ who was transported by ambulance or evaluated/treated and not transported and/or the person's ~~his/her~~ insurance company. When the patient is a City resident, the resident will not be billed for any remaining charges that may exist once final payment has been received from all insurance providers for the resident, including ~~Receipt of local taxes by the city shall satisfy any requirements for payment of deductibles, copays, or any other amounts due out of pocket from Des Plaines residents for ambulance services.~~ When the patient is a non-City resident, the person will be billed for any remaining charges that might exist once final payment has been received from all insurance providers. All fees collected in conformance with this section shall be deposited in the general fund of the city or other fund for the purpose of providing funds for the future replacement of life safety vehicles or equipment as may be determined by the corporate authorities of the city.

4. Collection of Unpaid Fees: The City may bring an action to collect any unpaid ambulance service fee ~~or no transport ambulance service fee~~ pursuant to City policy.

5. Waiver/Reduction of Fees: The city manager, or ~~his~~ the city manager's designee, may waive or reduce an ambulance service fee or a no transport ambulance service fee when:

a. the fee is not paid in full by insurance, Medicare, Medicaid, or public aid and there is an established hardship based upon the recommendation of competent authority (e.g., collection agency, legal counsel, the Illinois Health Care Services Lien Act, 770 ILCS 23/1 et. seq.); or

[Note: Deleted language is ~~Struck Through~~. New Language is Bolded and Double Underlined.]

b. the patient being charged sustained no injury and suffered no illness and did not request the ambulance service.

c. Nothing in this subsection shall be construed to make the City or any of its officers, agents, or employees responsible for any damages to persons or property by reason of the provision of paramedic service or ambulance service as provided herein.

\* \* \*

**SECTION 3: EFFECTIVE DATE.** This Ordinance will be in full force and effect from and after its passage, approval, and publication in pamphlet form according to law.

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

**ATTEST:**

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

Published in pamphlet form this  
\_\_\_\_ day of \_\_\_\_\_, 2024.

Approved as to form:

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

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

DP-Ordinance Amending Ambulance Service Fees Title 3-3-8

[Note: Deleted language is ~~Struck Through~~. New Language is **Bolded and Double Underlined.**]



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

1420 Miner Street  
 Des Plaines, IL 60016  
 P: 847.391.5380  
 desplainesil.gov

MEMORANDUM

Date: August 28, 2024  
 To: Dorothy Wisniewski, City Manager  
 From: Samantha Redman, Senior Planner *SR*  
 Cc: Jeff Rogers, AICP, Director of Community and Economic Development *JR*  
 Subject: Zoning Text Amendment Regarding Office Use in the C-4, Regional Shopping District

**Issue:** Consider an amendment to the Zoning Ordinance to Footnote 17 in Section 12-7-3.K. to exempt medical clinics and laboratories from restrictions for office uses in the C-4, Regional Shopping District.

**PIN:** Citywide  
**Petitioner:** Greater Family Health, Inc. 3150 W. Higgins Rd. Ste 130, Hoffman Estates, IL 60169  
**Case Number:** #24-043-TA

**Background**

Greater Family Health, Inc is seeking to open a community health center in a combined tenant space in The Oaks Shopping Center at 1515 Lee Street. This property is zoned C-4, Regional Shopping District. The proposed type of use has historically been classified as an “office”. In the C-4 Zoning District, this use is permitted if the floor area is below 5,000 square feet and is not contiguous to another office use. The definition for office is below:

“A use or structure where business or professional activities are conducted and/or business or professional services are made available to the public, including, but not limited to, tax preparation, accounting, architecture, legal services, medical clinics and laboratories, dental laboratories, psychological counseling, real estate and securities brokering, and professional consulting services, but not including drive- through service windows, the cutting and styling of hair, or recreational facilities or amusements.” (Section 12-13-3).

In 2018, an amendment was added to the C-4, Regional Shopping District permitting by right a limited amount of office space (2,500 square feet) and specified it could not be contiguous to another office use.<sup>1</sup> The stated reason by staff for limiting office uses to this amount is to encourage uses more in line with the retail/shopping uses of this zoning district, versus allowing shopping centers to be consumed by office uses with little retail activity. In 2021, the footnote was modified to allow up to 5,000 square feet of office in this zoning district.<sup>2</sup>

<sup>1</sup> Ordinance Z-28-18  
<sup>2</sup> Ordinance Z-28-21

As the petitioner discusses in their narrative and response to standards, the intent with the text amendment is to provide a path to allow for this business in this specific location. However, any text amendment is broadly applicable to the entire city and must be assessed for its potential impacts.

### **Examples from Other Municipalities**

The zoning ordinances of six surrounding municipalities were referenced to understand how medical offices are generally regulated by other communities. The definition of this type of use slightly varies, although most include a separate use for medical offices versus other office uses. Generally, the use is permitted within business, commercial and office districts, including shopping districts, without the limitations the Des Plaines zoning ordinance presents for the C-4 Zoning District. Refer to Surrounding Community Regulations (Attachment 4). Des Plaines was the only municipality with a limitation on size of office spaces and inability to locate office spaces contiguously.

### **Shopping Center Medical Uses<sup>3</sup>**

Increasing rates of vacancy in shopping centers have led to property owners seeking solutions for filling empty retail spaces. Many spaces are being filled with businesses focused on the sale of experiences versus physical goods. Shopping centers, including locations within Des Plaines (such as the shopping center at Golf Rd and Elmhurst Rd), are increasingly leasing units to recreational facilities such as trampoline parks, pickleball courts, and fitness clubs.

Simultaneous to the decline in shopping centers, medical care has had an increasing focus on out-patient care and providing additional locations. Locating medical uses within existing malls, including strip malls, has been guided by the increasing availability of vacant spaces, an interest in improving proximity of access to patients, and ample parking and often public transportation available to shopping centers. Frequently these facilities provide shorter wait times, walk-in appointments, and longer hours. In addition, the location within shopping centers may encourage additional activity. For example, the proposed location of Greater Family Health at 1515 Lee St (within The Oaks shopping center), a patient could leave an appointment and shop at any of the retail shops, including the grocery store, eat at the various restaurants and visit the bank. Unlike a hospital or office park, there are additional activities available for patients after an appointment and employees during breaks or before/after the workday, promoting commercial activity.

For property owners of shopping centers, medical offices are an appealing tenant, as most are interested in longer term leases and frequently invest in improvements for the space. Currently the demand for medical office space exceeds vacancies in the United States, and investment into standalone medical office buildings has decreased in recent years.<sup>4</sup> Shopping centers may fill a void in available space for medical centers to meet the demand of the industry.

### **Impact on C-4 Zoning District**

To exemplify the effect of allowing larger medical offices in this zoning district, Attachment 4 provides a map noting the locations of existing medical offices within Des Plaines and the locations of the C-4 Zoning District. Overall, there are 62 registered medical uses within the City. Within Des Plaines, there is one hospital, seven primary or family practice physicians, five medical laboratories, and a variety of specialty medical disciplines such as dentistry, rheumatology, optometry, occupational or physical therapy, podiatry, or mental health practitioners.

The four areas of the city within the C-4 zoning district are generally devoid of medical facilities offering

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<sup>3</sup> Uscher-Pines, L., Mehrotra, A. & Chari, R. On call at the mall: a mixed methods study of U.S. medical malls. *BMC Health Serv Res* 13, 471 (2013). <https://doi.org/10.1186/1472-6963-13-471>

<sup>4</sup> Janus, Selbiger, and Seward, *Colliers Healthcare Marketplace Report*, Feb 26, 2024. <https://www.colliers.com/en/research/nrep-healthcare-marketplace-2024>

comprehensive medical care. Note the existing regulations in this zoning district allow this use by right, but limit the overall size of the office space; this amendment would make medical uses exempt, and allow for filling of larger tenant spaces with medical offices. Most existing medical offices in this zoning district are specialists, such as dentists or optometrists that do not require the same amount of space as a larger facility offering more comprehensive medical care. For example, The Oaks shopping center includes a dentist but no immediate care or other primary care physicians within a ¼ mile.

In considering this text amendment more comprehensively, it is important to note that each property currently zoned C-4 is situated near public transportation options, with some located adjacent to multiple bus routes and complemented by substantial parking facilities, facilitating convenient access for clients arriving by bus or personal vehicles. This amendment may create opportunities for filling vacant storefronts in shopping centers and to expand potential locations for medical care in accessible areas that are enhanced by the commercial amenities and increased activity that medical uses can bring.

**Proposed Amendments by Petitioner**

The petitioner proposes the follow amendment to the Commercial Use Matrix in Section 12-7-3.K:

Uses	C-1	C-2	C-3	C-4	C-5	C-6	C-7
Offices	C	P	P	P <sup>17</sup>	P		P

<sup>17</sup> Office uses in the C-4 Regional Shopping District, **except for medical clinics and laboratories**, shall be limited to 5,000 square feet of area and shall not be contiguous to another office use.

Refer to the Petitioner’s Standards for Amendment for justification of this request.

**Planning and Zoning Board (PZB) Recommendation:** The PZB held a public hearing on August 27, 2024 to consider the requests. The PZB voted 6-0 to recommend that City Council approve the Text Amendment request, with the language drafted. The rationale for the PZB’s vote is captured in the attached minutes from the August 27, 2024 meeting.

**City Council Action:** Pursuant to Section 12-3-7.D.4 of the Zoning Ordinance, the Council has the final authority on the Text Amendment request. The Council may approve, approve modifications, or deny Ordinance Z-22-24, which includes the requested text amendments.

**Attachments:**

- Attachment 1: Petitioner’s Narrative
- Attachment 2: Petitioner’s Response to Standards
- Attachment 3: Petitioner’s Proposed Text Amendment
- Attachment 4: Surrounding Community Regulations
- Attachment 5: Map of Existing Medical Offices
- Attachment 6: PZB Recommendation Letter
- Attachment 7: Excerpt of Minutes from August 27, 2024 PZB Meeting

**Ordinance Z-22-24**



## Project Narrative

The Applicant seeks approval for Zoning Text Amendment in order to establish a medical clinic and general office use consisting of more than 5,000 square feet in the C-4 Regional Shopping District. Specifically, the Applicant seeks approval of the amendment to Section 12-7-3(K), Footnote 17, of the Zoning Code of the City of Des Plaines to permit medical clinic and laboratory uses greater than 5,000 square feet.

If approved, the Applicant intends to operate a community health center within a portion of the existing building consisting of approximately 7,180 square feet at the property commonly known as 1515 Lee Street within The Oaks Shopping Center in Des Plaines, IL (the “**Property**”), which is within the C-4 zoning district.

Greater Family Health, Inc. (“**Applicant**”), was founded and incorporated in 1998 and is a non-profit, Joint Commission accredited, Federally Qualified Health Center, known as a 3300 Grantee. Applicant has been a section 330 Grantee since 2002 and accredited by the Joint Commission since 2007. As a federally qualified health center, Applicant’s mission is to serve low income families in the community. Applicant currently operates and provides comprehensive health care at eleven (11) health centers throughout Chicagoland.

The hours of operations of the health center are 8:00 a.m. to 7:30 p.m. Monday through Thursday and 8:00 a.m to 5:00 p.m. on Friday and Saturday. The health center offers health services in Family Practice and Pediatrics. It is anticipated that the health center will initially provide care to approximately fifty (50) individuals daily and growing to approximately eighty (80) individuals daily.

The health center will employ Family Medicine Physicians, Pediatricians, Advanced Practice Professionals, Certified Medical/Nursing Assistants, Health Benefits Specialists, and Receptionists.

Per the GeoCare Navigator website operated by the Health Resources Services Administration, zip codes 60016 and 60018 have a total population of 22,937 that is classified as low-income (at or below 200% of Federal Poverty). Only 37.21% of these individuals (8,534) are currently being served by a Community Health Center. Therefore, there is approximately 14,403 persons that are either receiving care from other sources such as private practice physicians and/or hospital emergency rooms or going without any form of primary care.

Furthermore, during 2023, 453 individuals who reside in 60016 or 60018 traveled to one of our existing Greater Family Health locations to receive care since there was not a quality, affordable alternative.

**PROPOSED TEXT AMENDMENT**

*Underlined text is proposed to be added to the ordinance sections referenced below.*

**12-7-3: COMMERCIAL DISTRICT REGULATIONS:**

K. Commercial Use Matrix:

TABLE 3

COMMERCIAL DISTRICTS USE MATRIX

P = Permitted Use

C = Conditional Use Permit required

Uses	C-1	C-2	C-3	C-4	C-5	C-6	C-7
Offices	C	P	P	P <sup>17</sup>	P		P

[...]

17. Office uses in the C-4 Regional Shopping District, **except for medical clinics and laboratories**, shall be limited to 5,000 square feet of area and shall not be contiguous to another office use.

## RESPONSES TO STANDARDS – TEXT AMENDMENTS

**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.**

Applicant seeks a text amendment to the Zoning Code (the “Code”) for the City of Des Plaines by amending Section 12-7-3(K), Footnote 17, to permit medical clinic and laboratory uses greater than 5,000 square feet in the C-4 Regional Shopping District. The requested relief consistent and in keeping with the goals, objectives and policies of the 2019 Comprehensive Plan (the “Comprehensive Plan”). Expanding Mixed-Use Developments is the first stated Overarching Principle provided in the Comprehensive Plan. The requested text amendment would encourage mixed-use developments as well as economic development throughout the City.

If the requested text amendment is approved, Applicant intends to operate a community health center in the existing building located at 1515 Lee Street, which is located in the Oakton Street Corridor. The Comprehensive Plan specifically states that a goal of the City is to expand the mixed-use developments in this area.

**2. Whether the proposed amendment is compatible with current conditions and the overall character of the existing development in the immediate vicinity of the subject property.**

The proposed text amendment is compatible with current conditions and the overall character of the existing development in the immediate vicinity of the subject property. The Property is located within an existing mixed-use development commonly known as The Oaks located at 1515-1591 Lee Street. Current uses at The Oaks include commercial, retail and residential. The Property is also surrounded by properties within the C-3 zoning district which also allows for commercial, retail and residential uses. Accordingly, permitting medical clinic and laboratory uses consisting of more than 5,000 square feet in the C-4 district is compatible with the surrounding area.

**3. Whether the proposed amendment is appropriate considering the adequacy of public facilities and services available to this subject property.**

If the requested relief is approved, the changes in use as proposed in the text amendment will not have any impact on the adequacy of public facilities and services available to the Property or the surrounding properties.

**4. Whether the proposed amendment will have an adverse effect on the value of properties within the jurisdiction.**

The Property is surrounded by other commercial uses such that approving the proposed text amendment is unlikely to have an adverse effect on the value of surrounding properties. Alternatively, the Applicant’s intended business will likely have a positive effect on surrounding properties and businesses.

**5. Whether the proposed amendment reflects the responsible standards for development and growth.**

The proposed text amendment reflects responsible standards for development and growth by allowing for a greater balance and variety of commercial uses. Its approval will allow for the development of a community health center, which will serve the members of the community and draw visitors to the shopping center.

## Zoning Ordinance of Surrounding Communities

### Mt Prospect

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**Use Classification:** Offices, businesses and professional

**Zoning Regulations:** Permitted by right in most business/commercial districts, including “Neighborhood Shopping District” and “Community Shopping District”

### Arlington Heights

---

**Use Classification:** Offices, Medical and Dental including labs

**Zoning Regulations:** Permitted by right in most business/commercial districts, including shopping districts

### Glenview

---

**Use Classifications and Zoning Regulations:**

Medical and dental offices – Permitted by right in B-1 (Limited Business), B-2 (General Business District), B-3 (General Service District), Downtown, MURC (Mixed Use Retail Center), H-1 (Hospital and Medical District), I-1 (Limited Commercial District), I-2 (Light Industrial District)

Medical clinics, urgent or immediate care – B-2, B-3, I-1, I-2

Medical service and research centers, laboratories – B-1, B-2, B-3, I-1, I-2

### Elk Grove Village

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**Use classification:** Medical and Dental Clinics

**Zoning Regulations:** Permitted by right in all business districts, including B-1 (Shopping District)

### Niles

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**Use classification:** Medical/dental clinic

**Zoning Regulations:** Permitted by right in all commercial districts (If located within a “Use Group B structure” per building code). If not within a Use Group B Structure, a special use permit is required. Group B structures (or occupancies) are the type of use of a building as specified in the building code.

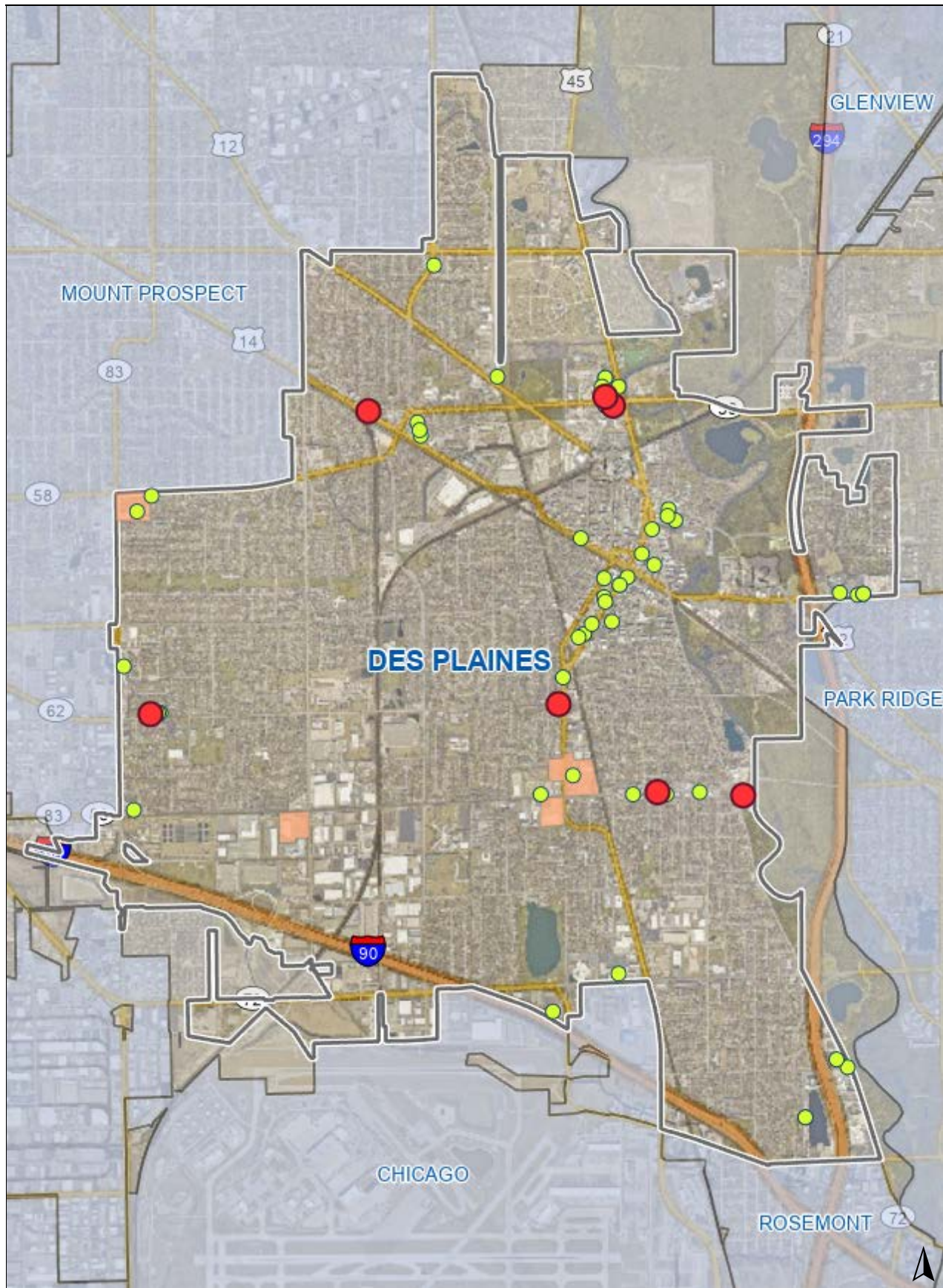
### Schaumburg

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**Use classification:** Medical offices, Office (Health, Medical, or Dental), or Health treatment centers (Immediate/Urgent Care)

**Zoning Regulations:** Medical Office: Permitted by right in most business/commercial districts including general retail district

Immediate/Urgent Care: Special use in general retail district, Permitted by right in certain other commercial districts and manufacturing districts



### Legend

- General Physicians ●
- Specialists ●
- Zoning and Development
  - Zoning
    - C-4: Regional Shopping ■



Print Date: 8/23/2024

### 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.





August 28, 2024

Mayor Goczkowski and Des Plaines City Council  
CITY OF DES PLAINES

**Subject:** Planning and Zoning Board, Text Amendment for the C-4 Zoning District, Case #24-043-TA

**RE:** Consideration of a Text Amendment Amend Footnote 17 in the C-4 Zoning District

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) held a public hearing on August 27, 2024 to consider the request.

1. Staff provided a presentation describing the proposed amendment and the C-4 district. The petitioner and the petitioner's representative provided testimony about their proposed medical clinic to be located at 1515 Lee Street, in the C-4 Zoning District. The petitioner described the Greater Family Medical Center, a medical center that primarily serves lower income populations. There are eleven other Greater Family Medical Centers operating within the Chicagoland area, including four that exist within shopping centers. The petitioner stated Des Plaines was chosen as a location after a survey of the suburban Chicago area determined that the 60016 and 60018 zip codes were in significant need of this type of medical service. Twelve exam rooms, two offices, and a laboratory run by Lab Corp will be some of the features included in the new facility. The petitioner described the accreditation process for the facility.
2. The Board asked about the total number of employees; the petitioner stated one full-time family practice physician, two advanced professionals (nurse practitioners or physician assistants), a social worker, six receptionists, a person to register health insurance or public benefits, two managers, and five medical assistants that they intend to hire from the community. The Board asked about total investment; the petitioner responded over one million dollars will be invested and some operating support may be provided by the federal government. The Board asked additional questions about why this location was selected; the petitioner stated the space is highly visible and there are many patients who currently travel from Des Plaines to their other center in Palatine. The Board asked about real estate taxes; the petitioner stated they do not own the property, so they are not tax exempt and taxes will be paid for this property.
3. The Board discussed the text amendment and stated it is beneficial to think about the future of shopping centers. The Board discussed with staff whether the amendment should be expanded to allow even more office uses and stated staff should explore this in future cases of this type.
4. No one from the public spoke regarding this request.
5. The PZB voted 6-0 to recommend that City Council approve the proposed text amendment as drafted.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "James S. Szabo". The signature is written in a cursive style with a long horizontal stroke at the end.

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



**DES PLAINES PLANNING AND ZONING BOARD MEETING  
August 27, 2024  
MINUTES**

The Des Plaines Planning and Zoning Board held its regularly scheduled meeting on Tuesday, August 27, 2024, at 7:00 p.m. in Room 102 of the Des Plaines Civic Center.

**1. Address:** Citywide

**Case Number:** 24-043-TA

Consider Zoning Ordinance amendment to amend Footnote 17 in Section 12-7-3.K. to exempt medical clinics and laboratories from size and proximity restrictions for office uses.

**PIN:** Citywide

**Petitioner:** Greater Family Health, Inc. 3150 W. Higgins Rd. Ste 130, Hoffman Estates, IL 60169

**Case Number:** #24-043-TA

Senior Planner Samantha introduced the item and went through the presentation of the staff report.

**Issue:** Consider Zoning Ordinance amendment to amend Footnote 17 in Section 12-7-3.K. to exempt medical clinics and laboratories from size and proximity restrictions for office uses.

**PIN:** Citywide

**Petitioner:** Greater Family Health, Inc. 3150 W. Higgins Rd. Ste 130, Hoffman Estates, IL 60169

**Case Number:** #24-043-TA

**Background**

Greater Family Health, Inc is seeking to open a community health center in a combined tenant space in The Oaks Shopping Center at 1515 Lee Street. This property is zoned C-4, Regional Shopping District. The proposed type of use has historically been classified as an “office”. In the C-4 Zoning District, this use is permitted if the floor area is below 5,000 square feet and is not contiguous to another office use. The definition for office is below:

“A use or structure where business or professional activities are conducted and/or business or professional services are made available to the public, including, but not limited to, tax preparation, accounting, architecture, legal services, medical clinics and laboratories, dental laboratories, psychological counseling, real estate and securities brokering, and professional consulting services, but not including drive- through service windows, the cutting and styling of hair, or recreational facilities or amusements.” (Section 12-13-3).



In 2018, an amendment was added to the C-4, Regional Shopping District permitting by right a limited amount of office space (2,500 square feet) and specified it could not be contiguous to another office use.<sup>1</sup> The stated reason by staff for limiting office uses to this amount is to encourage uses more in line with the retail/shopping uses of this zoning district, versus allowing shopping centers to be consumed by office uses with little retail activity. In 2021, the footnote was modified to allow up to 5,000 square feet of office in this zoning district.<sup>2</sup>

As the petitioner discusses in their narrative and response to standards, the intent with the text amendments is to provide a path to allow for this business in this specific location. However, any text amendment is broadly applicable to the entire city and must be assessed for its potential impacts.

### **Examples from Other Municipalities**

The zoning ordinances of six surrounding municipalities were referenced to understand how medical offices are generally regulated by other communities. The definition of this type of use slightly varies, although most include a separate use for medical offices versus other office uses. Generally, the use is permitted within business, commercial and office districts, including shopping districts, without the limitations the Des Plaines zoning ordinance presents for the C-4 Zoning District. Refer to Surrounding Community Regulations (Attachment 4). Des Plaines was the only municipality with a limitation on size of office spaces and inability to locate office spaces contiguously.

### **Shopping Center Medical Uses<sup>3</sup>**

Increasing rates of vacancy in shopping centers have led to property owners seeking creative solutions for filling empty retail spaces. Many spaces are being filled with businesses focused on the sale of experiences versus physical goods. Shopping centers, including locations within Des Plaines (such as the shopping center at Golf Rd and Elmhurst Ave), are increasingly the location of recreational facilities such as trampoline parks, pickleball courts, and fitness clubs.

Simultaneous to the decline in shopping malls, medical care has had an increasing focus on out-patient care and improving convenience for patients. Locating medical uses within existing malls, including strip malls, has been guided by the increasing availability of vacant spaces, an interest in improving proximity of access to patients, and ample parking and often public transportation available to shopping centers. Frequently these facilities provide shorter wait times, walk-in appointments, and convenient hours. In addition, the location allows for “one-stop” shopping for patients. For example, the proposed location of Greater Family Health at 1515 Lee St (within The Oaks shopping center), a patient could leave an appointment and shop at any of the retail shops, including the grocery store, eat at the various restaurants and visit the bank. Unlike a hospital or

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<sup>1</sup> Ordinance Z-28-18

<sup>2</sup> Ordinance Z-28-21

<sup>3</sup> Uscher-Pines, L., Mehrotra, A. & Chari, R. On call at the mall: a mixed methods study of U.S. medical malls. *BMC Health Serv Res* 13, 471 (2013). <https://doi.org/10.1186/1472-6963-13-471>

office park, there are additional activities available for patients after an appointment and employees during breaks or before/after the workday, promoting commercial activity.

For property owners of shopping centers, medical offices are an appealing tenant, as most are interested in longer term leases and frequently invest in improvements for the space. Currently the demand for medical office space exceeds vacancies in the United States, and investment into standalone medical office buildings has decreased in recent years.<sup>4</sup> Shopping centers fill a void in available space for medical centers to meet the demand of the industry.

### **Impact on C-4 Zoning District**

To exemplify the effect of allowing larger medical offices in this zoning district, Attachment 4 provides a map noting the locations of existing medical offices within Des Plaines and the locations of the C-4 Zoning District. Overall, there are 62 registered medical uses within the City. Within Des Plaines, there is one hospital, seven primary or family practice physicians, five medical laboratories, and a variety of specialty medical disciplines such as dentistry, rheumatology, optometry, occupational or physical therapy, podiatry, or mental health practitioners.

The four areas of the city within the C-4 zoning district are generally devoid of medical facilities offering comprehensive medical care. Note the existing regulations in this zoning district allow this use by right, but limit the overall size of the office space; this amendment would make medical uses exempt, and allow for filling of larger tenant spaces with medical offices. Most existing medical offices in this zoning district are specialists, such as dentists or optometrist that do not require the same amount of space as a larger facility offering more comprehensive medical care. For example, The Oaks shopping center includes a dentist but no immediate care or other primary care physicians within a ¼ mile.

In considering this text amendment more comprehensively, it is important to note that each property currently zoned C-4 is situated near transit options, with some located adjacent to multiple transit services and complemented by substantial parking facilities, facilitating convenient access for clients arriving by bus or personal vehicles. This amendment may create opportunities for filling vacant storefronts in shopping centers and to expand potential locations for medical care in accessible areas that are enhanced by the commercial amenities and increased activity that medical uses can bring.

### **Proposed Amendments by Petitioner**

The petitioner proposes the follow amendment to the Commercial Use Matrix in Section 12-7-3.K:

Uses	C-1	C-2	C-3	C-4	C-5	C-6	C-7
Offices	C	P	P	P <sup>17</sup>	P		P

<sup>4</sup> Janus, Selbiger, and Seward, *Colliers Healthcare Marketplace Report*, Feb 26, 2024.  
<https://www.colliers.com/en/research/nrep-healthcare-marketplace-2024>

<sup>17</sup> Office uses in the C-4 Regional Shopping District, **except for medical clinics and laboratories**, shall be limited to 5,000 square feet of area and shall not be contiguous to another office use.

Refer to the Petitioner's Standards for Amendment for justification of this request.

**Standards for Text Amendment:**

The following is a discussion of standards for zoning amendments from Section 12-3-7.E. of the Zoning Ordinance. Rationale for how the proposed amendments would satisfy the standards is provided. The PZB may use the statements below as its rationale or adopt its own.

**1. Whether the proposed amendments are consistent with the goals, objectives, and policies of the comprehensive plan, as adopted and amended from time to time by the City Council;**

The proposed text amendments would foster additional commercial options for existing, vacant properties within shopping centers of the city, promoting the economic development initiatives of the Comprehensive Plan.

**2. Whether the proposed amendments are compatible with current conditions and the overall character of existing development;**

The proposed amendments provide an avenue to promote the purpose of the C-4 Zoning District. It is important to note that this type of use is permitted by right in this district, but the size is restricted. This amendment makes medical uses exempt from the requirement, allowing for larger tenant spaces to be developed and utilized with generally long-term leases.

**3. Whether the proposed amendments are appropriate considering the adequacy of public facilities and services available;**

Staff does not see any indications that the amendments will affect public facilities and services.

**4. Whether the proposed amendments will have an adverse effect on the value of properties throughout the jurisdiction; and**

The proposed amendments are intended to benefit the value of surrounding properties and overall economic stability of the shopping centers within the city by expanding the range of commercial uses that could fill vacant storefronts.

**5. Whether the proposed amendments reflect responsible standards for development and growth.**

The proposed amendments encourage a range of uses within commercial districts. The amendment also would expand the location of medical care uses within certain areas of the city, keeping up with trends for these types of facilities.

**PZB Procedure and Recommended Conditions:** Under Section 12-3-7.C.3 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. City Council has final authority on the proposal.

Chairman Szabo swore in, Bernard Citron, of Thompson Coburn LLP and Jason Cary, CFO of Greater Family Health.

Mr. Citron said that he's representing Jason at Greater Family Health, as well as the property owner of The Oaks shopping center, however the representative from The Oaks was not able to make it to the meeting this evening. As staff mentioned, medical uses are filling spaces in shopping centers that are not being filled. These uses fill storefronts, but also bring in traffic. For example, people go to the doctor and then they go to the grocery store. This is the way that we used to live. People visiting the medical clinic also see the other uses in the shopping center and this bring further traffic to the center.

Mr. Citron stated he believed staff was willing to bring this together because there is a recognition that this can be a positive use. Mr. Citron and the petitioner understand that City wants the sales tax, but right now, that sales tax is not being generated with these vacant spaces. Shopping centers being torn down in local communities like Old Orchard, Golf Mill and Vernon Hills. Instead, these communities are putting in housing. In addition, there are studies that medical uses are actually needed in these shopping center locations, as Jason will present.

Jason Cary – CFO of Greater Family Health described the history of the organization, founded in 2009. They have 11 health centers and he's opened 10 of those. These are federally supported/qualified health centers, and they receive this support in areas where there is a need. They ran a market analysis and this Des Plaines has the greatest need in any location surveyed in the study.

Out of the 11 health centers that they operate, 4 of them are in retail settings.

There is a center operating in Palatine that is 5,300 sq ft which is expanding into the space next door in April with an additional 2,300 sq ft.

Another center operates in Franklin Park with over 10,000 sq ft of floor area.

In Wheeling, 8,200 sq ft combined of space is used. The Streamwood facility has recently been expanded to 8,800 sq ft.

The other seven centers are located in traditional, stand-alone buildings, in Dekalb, Sycamore, Elgin, McHenry, and Hanover Park.

He described the size and space of this proposed build out. There is currently a signed lease contingent on City entitlements. The proposal for the building includes 12 exam rooms, with over 7,000 sq ft to be built out. The lease is for 11 years so they will be a long-term tenant.

He described the layout, with exam rooms and reception areas. It will include 12 exam rooms, 2 offices, shared charting area, an outside lab run by LabCorp for patients only being seen that day, a reception area, a breakroom and storage areas

They shared the staffing plan including 1 FT Family Practice Physician, 2 FT Advanced Practice Professional (PA, Nurse Practitioner), 1 PT Licensed Clinical Social Worker, Online Psychiatry Provider (Tele-Psychiatry), 6 receptionists, 2 managers, and 5 medical assistants. Many of these workers would be hired from the local area in Des Plaines.

Greater Family Health is the largest provider of primary health care in the US. They are the largest community health care center in IL. Of all care, they are the 5<sup>th</sup> largest.

A report completed shows that two zip codes in Des Plaines have over 8000 people in poverty, and many of these people travel to their other Greater Family Health centers, such as the one in Palatine.

If approved, they will put \$1.6 million into the property to make it function like a health center. The last use of this space was a gym, so there will be a large expense to add plumbing and update HVAC equipment as well. They are applying to the federal government for operating support/expenses. They believe there is a need in the community.

Bernard Citron stated there is a need for this facility today. He asked what other tenant would put over \$1M into any of these vacant properties. We're going to bring traffic, but also improve properties. This will bring people into the shopping center, people that will shop.

Member Fowler asked about the need for the 6 receptionists. Jason Cary stated Some to check in/patient registration and some to check out people, it's all part of their process.

Member Fowler asked about expansion in this space. Are there other better locations? Jason Cary stated that over 50% speak a language other than English as their primary language. This location is ideal because it's visible from the road and easy to see from the street. They can also expand – with the 12 exam rooms, they will be set for quite some time.

Chairman Szabo stated this site was previously a Cardinal Fitness, not Planet Fitness, because that space still exists. He asked if there are any spaces between this center and the stores to the north. Jason Cary stated the space goes all the way to the Goodwill. However the space is not demisable into 2 locations that are less than 5,000 sq ft, due to the way it was originally constructed.

Member Veremis asked if they are non-profit and tax exempt. Jason Cary states that yes they are a, 5013c non-profit. If they owned the space, they'd be tax exempt, but they don't own it, so they must pay taxes.

Member Veremis asked if they believe that people in the area are going to ERs or going without services without this center. Jason Cary stated that Advocate Lutheran General have done some needs assessments. A study showed that there is approximately a 16-17% unmet healthcare need. The ER is the only place that they get service sometimes.

Member Veremis stated there's a lot of open space and the parking lot is huge, so to see something fill that would be nice.

Jason Cary stated they've engaged an architect to draw plans. Then they intend to get permit at end of year, then build out and begin to operate in August, 2025.

Chairman Szabo complimented staff on the report.

Member Weaver stated he believes the project is commendable, but we're not asked to approve this business as a Conditional Use but to consider a Text Amendment that will allow that with three options: allow any office facility over 5,000 sq ft in the C-4 District, allow the medical exemption that is being requested or "do nothing" alternative. It seems that the intent was that we were concerned with foot traffic – retail would fill with more foot traffic and there'd be synergy. Retail is dying and people are now working from home. His recommendation is that we move forward and recommend this medical to City Council, but then also consider the others that are in the Office definition. He believes Des Plaines is out of sync with other communities because of the 5,000 sq ft limit. Weaver states he is in favor of this proposal.

Chairman Szabo states that he hopes there are more cases like this. There are no more dressmakers or other small shops to go into a shopping center like this. The times have changed.

Member Veremis says places like Hallmark were once there but are no longer.

Member Bronakowski asks staff if they are aware of other there other recent inquiries for uses in this shopping center that are currently classified within the office definition.

Senior Planner Redman : states she knows the dentist came forward looking for a location but they were able to choose a space less than 5,000 sq ft that was not contiguous with any other Office uses, and thereby were permitted.

Member Bronakowski asked if staff have seen any certain types of businesses going into similar shopping centers in other towns. Senior Planner Redman stated that staff would have to do more research to know what businesses are commonly moving into these centers, but we know that medical office uses are.

Chairman Szabo states these modernizations to the code are needed.

A motion was made by Member Weaver and seconded by Member Fowler to recommend approval of the amendment, as drafted, to the City Council.

AYES: Weaver, Fowler, Bronakowski, Saletnik, Veremis, Szabo

NAYES: None

ABSTAIN: None

\*\*\*MOTION CARRIED\*\*\*

**CITY OF DES PLAINES**

**ORDINANCE Z - 22 - 24**

**AN ORDINANCE AMENDING THE TEXT OF THE DES PLAINES ZONING ORDINANCE REGARDING OFFICE USES IN THE C-4 ZONING DISTRICT.**

**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**, Greater Family Health, Inc. ("**Applicant**") desires to operate a medical clinic and laboratory at 1515 Lee Street in the City, which is located in the C-4 Regional Shopping District of the City ("**C-4 District**"); and

**WHEREAS**, pursuant to Section 12-7-3.K of the Zoning Ordinance, office uses may not exceed five thousand square feet in the C-4 District; and

**WHEREAS**, the Applicant applied for a text amendment to amend the Section 12-7-3.K of the Zoning Ordinance to exempt medical clinics and laboratories from the five thousand square-foot office use size limitation in the C-4 District ("**Proposed Amendment**"); and

**WHEREAS**, a public hearing by the PZB to consider the Proposed Amendment was duly advertised in the *Des Plaines Journal* on August 7, 2024, and held by the PZB on August 27, 2024; and

**WHEREAS**, the PZB voted 6-0 to recommend approval of the Proposed Amendment; and

**WHEREAS**, the PZB forwarded its recommendation in writing to the City Council on August 28, 2024; 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 Amendment 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.

**Additions are bold and double-underlined;** ~~deletions are struck through.~~

**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.

**SECTION 3. COMMERCIAL USE MATRIX.** Subsection 12-7-3.K, titled “Commercial Districts Use Matrix”, of Section 12-7-3, titled “Commercial Districts Regulations,” of Chapter 7, titled “Districts,” the Zoning Ordinance is hereby amended to read as follows:

**“12-7-3: COMMERCIAL DISTRICT REGULATIONS.**

K. Commercial Use Matrix:

TABLE 3

COMMERCIAL DISTRICTS USE MATRIX

P = Permitted use

C = Conditional use permit required

Uses	C-1	C-2	C-3	C-4	C-5	C-6	C-7
	*	*	*				
Offices	C	P	P	P <sup>17</sup>	P		P

\*                      \*                      \*

**17.** Office uses in the C-4 Regional Shopping District, **except for medical clinics and laboratories**, shall be limited to 5,000 square feet of area and shall not be contiguous to another office use.”

**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.

[SIGNATURE PAGE FOLLOWS]

**Additions are bold and double-underlined;** ~~deletions are struck through.~~



**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

ATTEST:

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

Published in pamphlet form this  
\_\_\_\_\_ day of \_\_\_\_\_, 2024.

Approved as to form:

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

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

DP-Ordinance Related to Offices

**Additions are bold and double-underlined;** ~~deletions are struck through.~~

**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, SEPTEMBER 16, 2024**

**CALL TO ORDER**

The regular meeting of the City Council of the City of Des Plaines, Illinois, was called to order by Mayor Goczkowski at 7:00 p.m. in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Monday, September 16, 2024.

**ROLL CALL**

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

Also present were: City Manager Wisniewski, Director of Finance Podbial, Director of Public Works and Engineering Oakley, Director of Community and Economic Development Rogers, Fire Chief Matzl, 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 Mayor Goczkowski.

**PROCLAMATION**

City Clerk Mastalski read a proclamation by Mayor Goczkowski declaring September 17-23 as Constitution Week.

Mayor Goczkowski presented the proclamation to a representative of the Twenty-First Star Chapter of the National Society Daughters of the American Revolution.

**PUBLIC COMMENT**

Judy Sells from Bike & Walk Des Plaines invited the residents to their annual Community Bike Ride on September 28<sup>th</sup> at 9:00 a.m. starting at the campground woods forest preserve.

**ALDERMAN ANNOUNCEMENTS**

Alderman Oskerka gave a shout out to the park district for a successful fall fest this past weekend.

Alderman Sayad thanked public works for the storm clean-up. He also stated there will be a fourth ward meeting on October 3<sup>rd</sup> at 7:00 p.m. at the Golf Road Baptist Church. He further mentioned the budget meetings are scheduled for October 10<sup>th</sup> and October 16<sup>th</sup> at 6:00 p.m., with a possible follow up meeting on October 24<sup>th</sup>. He mentioned the fire department is hosting a Fire Station Open House on September 21<sup>st</sup> from 11:00 a.m.-2:00 p.m. at Station 63, and there will be a Food Truck Round-Up on September 17<sup>th</sup> from 5:00 p.m.-8:00 p.m. at Friendship Park Conservatory.

Alderman Brookman thanked the park district, chamber, history center, and police for a successful Fall Fest, and stated it also gave the residents an opportunity to look at the park district's newly completed shoreline restoration.

Alderman Walsten thanked public works for doing a great job on the clean-up after the storm.

**MAYORAL ANNOUNCEMENTS**

Mayor Goczkowski mentioned that he thought the Fall Fest was great and well pulled off. He also reiterated that the Food Truck Round-Up will be held tomorrow, and that it will be the largest one to date with seven trucks.

**CONSENT AGENDA**

Alderman Walsten requested item #1 to be removed from the Consent Agenda.

Moved by Brookman, seconded by Sayad, to Establish the Consent Agenda without item #1. Upon voice vote, the vote was:

AYES: 6 - Lysakowski, Moylan, Oskerka,  
 Sayad, Brookman, Walsten  
 NAYS: 0 - None  
 ABSENT: 2 - Smith, Charewicz  
 Motion declared carried.

Moved by Sayad, seconded by Brookman, to Approve the Consent Agenda without item #1.  
 Upon roll call, the vote was:

AYES: 6 - Lysakowski, Moylan, Oskerka,  
 Sayad, Brookman, Walsten  
 NAYS: 0 - None  
 ABSENT: 2 - Smith, Charewicz  
 Motion declared carried.

Minutes were approved; Ordinance Z-19-24, Z-21-24 were adopted; Resolutions R-154-24, R-155-24, R-157-24 were adopted.

City Clerk Mastalski read the item that was removed from the consent agenda – item #1.

**AGRMT/ ST SWEEP  
 SVCS/ LRS**  
**Consent Agenda**

Alderman Walsten stated he was concerned with the quality of work especially dust control based on his previous experience with LRS. He stated he would like to defer the resolution to the next City Council meeting in order to obtain a few more answers regarding the service of LRS.

**Resolution  
 R-154-24**

City Manager Wisniewski recommending putting together a list of comments regarding the terms of the current street sweeping services and improvements so that the City can have a discussion with LRS, and bring the item back at the next City Council meeting.

Without objection, Resolution R-154-24 was deferred to the next City Council meeting.

**SUPP APP/ ITEP GRANT  
 FUNDS/ IDOT**  
**Consent Agenda**

Moved by Sayad, seconded by Brookman, to Approve Resolution R-155-24, A RESOLUTION SUPPORTING AN APPLICATION FOR ITEP GRANT FUNDS FROM THE ILLINOIS DEPARTMENT OF TRANSPORTATION. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
 R-155-24**

**AUTH EXT/ LEASE  
 AGRMT/ 620 LEE ST &  
 1460 MINER ST**  
**Consent Agenda**

Moved by Sayad, seconded by Brookman, to Approve Resolution R-157-24, A RESOLUTION AUTHORIZING THE EXTENSION OF THE LEASE AGREEMENTS FOR THE PROPERTY LOCATED AT 620 LEE STREET AND 1460 MINER STREET, DES PLAINES, ILLINOIS. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
 R-157-24**

**SECOND READING/  
 ORDINANCE  
 Z-19-24**  
**Consent Agenda**

Advanced to second reading by Sayad, seconded by Brookman, to Adopt the Ordinance Z-19-24, AN ORDINANCE AMENDING THE TEXT OF THE DES PLAINES ZONING ORDINANCE REGARDING MECHANICAL SCREENING. Motion declared carried as approved unanimously under Consent Agenda.

**SECOND READING/  
 ORDINANCE  
 Z-21-24**  
**Consent Agenda**

Advanced to second reading by Sayad, seconded by Brookman, to Adopt the Ordinance Z-21-24, AN ORDINANCE AMENDING THE TEXT OF THE DES PLAINES ZONING ORDINANCE REGARDING FOOD PROCESSING ESTABLISHMENTS IN THE C-4 ZONING DISTRICT. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE**  
**MINUTES**  
**Consent Agenda**

Moved by Sayad, seconded by Brookman, to Approve the Minutes of the City Council meeting of September 3, 2024, as published. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE**  
**MINUTES**  
**Consent Agenda**

Moved by Sayad, seconded by Brookman, to Approve the Closed Session Minutes of the City Council meeting of September 3, 2024, as published. Motion declared carried as approved unanimously under Consent Agenda.

**UNFINISHED BUSINESS**

**PUBLIC SAFETY** – Alderman Oskerka, Chair

**CONSIDER AMEND**  
**CITY CODE RE FEES**  
**FOR AMBULANCE**  
**SVCS**  
**Ordinance**  
**M-14-24**

Fire Chief Matzl reviewed a memorandum dated August 13, 2024.

The City charges a fee when a patient is treated by Fire Department paramedics to help offset the cost of providing the services. Fees have not changed since 2019, prior to the City’s participation in the Ground Emergency Medical Transport (GEMT) program. Adjustment to the ambulance service fees to match the GEMT rate set annually by the GEMT program is proposed.

The current ambulance service fee for all residents and non-residents of Des Plaines is \$1,500 for the evaluation, treatment, and transportation of a patient by the Fire Department to a medical facility. In addition to the ambulance service fee, there is a charge of \$15.00 per mile during the transport of the patient. There is a \$250 “no transport” fee for patients who are medically evaluated and/or treated by the Fire Department but are not transported to a medical facility. There is also a lift-assist fee that can occur when the Fire Department responds and provides assistance with moving an individual who does not need ambulance transportation services related to illness or injury. The number of lift-assist occurrences determines the fee. These rates have historically been based on what fire departments in our area have charged and have not been increased since 2019. Fees are billed to the patient’s private insurance, Medicare, Medicaid, or, when no medical insurance is available, the patient themselves. The City does not “balance bill” Des Plaines residents.

For several years, our ambulance billing company has been working with the Centers for Medicare and Medicaid Services and the Illinois Department of Healthcare and Family Services (HFS) to participate in the GEMT program. The GEMT program is a federally funded program that allows Illinois fire agencies that perform emergency medical transport for Medicaid patients to submit for additional reimbursements for unrecovered costs associated with those transports. The standard reimbursement for ambulance transports for those covered by Medicaid is significantly less than the actual costs experienced by the City. Under the HFS Department's Transportation Fee Schedule, the standard reimbursement for ambulance transport of persons covered by Medicaid is approximately \$250 per transport. Participation in the GEMT Program offers a revenue sharing opportunity with HFS, which has helped to cover the funding gap between the reimbursement amount and the actual cost to provide services. These additional reimbursements are then split between the City of Des Plaines and the State of Illinois.

As part of the GEMT program, HFS annually sets a rate unique to our Fire Department that is based upon our Fire Department budget and the portion of our budget that goes towards providing emergency medical services. The 2024 GEMT rate for the Des Plaines Fire Department is \$2,647.47 for Advanced Life Support (ALS) care and \$2,756.19 for Basic Life Support (BLS) care.

Federal guidelines stipulate that Medicaid cannot be charged more than private insurance. Therefore, it is suggested that our ambulance service fees be equal to our GEMT rate to ensure the uniformity of billing rates. Many neighboring fire departments have already made

this change or are in the process of doing so as the GEMT program becomes more widespread in our area.

While the GEMT program will bring additional funding to the City, it will not add any new costs to our residents. The City will continue to accept payment by the resident’s insurance company and/or Medicare and will continue to not require the resident to pay any additional costs out of pocket. The City will continue to not “balance bill” our residents.

It is recommended that the City changes the ambulance billing rate from the current fee of \$1,500 to the GEMT rate set annually by this GEMT program. The primary benefit of this change would be that this rate will adjust annually as our costs to provide emergency medical services inevitably rise each year. Additionally, the GEMT rate determined by HFS will provide a third-party analysis of what it costs the City per call. On an annual basis, when the City of reviews and approves its fee schedule, the Des Plaines Fire Department will update the ambulance service to reflect the most recently ascertained GEMT rate.

Moved by Oskerka, seconded by Sayad, to Approve First Reading of Ordinance M-14-24, AN ORDINANCE AMENDING SECTION 3-3-8 OF THE DES PLAINES CITY CODE REGARDING FEES FOR AMBULANCE SERVICES.

Upon voice vote, the vote was:

- AYES: 6 - Lysakowski, Moylan, Oskerka, Sayad, Brookman, Walsten
  - NAYS: 0 - None
  - ABSENT: 2 - Smith, Charewicz
- Motion declared carried.

**NEW BUSINESS**

**FINANCE & ADMINISTRATION** – Alderman Sayad, Chair

**WARRANT REGISTER**  
**Resolution R-156-24**

Alderman Sayad presented the Warrant Register.

Alderman Sayad stated the current general fund balance is \$26,584,431.00

Moved by Sayad, seconded by Oskerka, to Approve the Warrant Register of September 16, 2024, in the Amount of \$4,374,766.95 and Approve Resolution R-156-24.

Upon roll call, the vote was:

- AYES: 6 - Lysakowski, Moylan, Oskerka, Sayad, Brookman, Walsten
  - NAYS: 0 - None
  - ABSENT: 2 - Smith, Charewicz
- Motion declared carried.

**COMMUNITY DEVELOPMENT**– Alderman Moylan, Chair

**DISC RE PILOT PERMIT PROG FOR BEE HIVES & APIARIES**

Chairman Moylan requested the item be deferred to the next City Council meeting so the discussion can occur with the whole City Council present.

Without objection, the discussion was postponed to the next City Council meeting.

**CONSIDER AMD ZONING ORD RE OFFICE USES IN C-4**  
**Ordinance Z-22-24**

Director of Community and Economic Development Rogers reviewed a memorandum dated September 5, 2024.

The petitioner requests a consideration of a Zoning Ordinance amendment to amend Footnote 17 in Section 12-7-3.K. to exempt medical clinics and laboratories from restrictions for office uses in the C-4, Regional Shopping District.

Greater Family Health, Inc is seeking to open a community health center in a combined tenant space in The Oaks Shopping Center at 1515 Lee Street. This property is zoned C-4, Regional Shopping District. The proposed type of use has historically been classified as an “office”. In the C-4 Zoning District, this use is permitted if the floor area is below 5,000 square feet and is not contiguous to another office use.

The four areas of the city within the C-4 zoning district are generally devoid of medical facilities offering comprehensive medical care. The existing regulations in this zoning district allow this use by right, but limit the overall size of the office space; this amendment would make medical uses exempt, and allow for filling of larger tenant spaces with medical offices.

The PZB voted 6-0 to recommend that City Council approve the Text Amendment request, with the language drafted.

Moved by Moylan, seconded by Brookman, to Approve First Reading of Ordinance Z-22-24, AN ORDINANCE AMENDING THE TEXT OF THE DES PLAINES ZONING ORDINANCE REGARDING OFFICE USES IN THE C-4 ZONING DISTRICT.

Upon voice vote, the vote was:

AYES: 6 - Lysakowski, Moylan, Oskerka,  
Sayad, Brookman, Walsten

NAYS: 0 - None

ABSENT: 2 - Smith, Charewicz

Motion declared carried.

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

Mayor Goczkowski acknowledged the Patriot Day Ceremony and the staff who put it together, and stated he is grateful for everyone who attended.

**ADJOURNMENT**

Moved by Brookman, seconded by Sayad, to adjourn the meeting. Upon voice vote, motion declared carried. The meeting adjourned at 7:34 p.m.

\_\_\_\_\_  
Jessica M. Mastalski – CITY CLERK

APPROVED BY ME THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 2024

\_\_\_\_\_  
Andrew Goczkowski, MAYOR




**PUBLIC WORKS AND  
ENGINEERING DEPARTMENT**

1111 Joseph J. Schwab Road  
Des Plaines, IL 60016  
P: 847.391.5464  
desplainesil.gov

**MEMORANDUM**

Date: September 26, 2024

To: Dorothy Wisniewski, City Manager

From: Jason Ostrowski, Superintendent of General Services 

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

Subject: Award Bid – Amended 2025-2027 Street Sweeping Contract

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**Issue:** At its September 16, 2024, City Council Meeting, Alderman Walsten had concerns regarding dust generated during operations and lack of water use by the single bidder, Lakeshore Recycling Systems, LLC.

**Analysis:** Lakeshore Recycling Systems, LLC., has been the City’s contractual street sweeping vendor since 2019. Based on feedback from the City Council, Public Works staff contacted Lakeshore Recycling to inquire if they were amicable to additional language in the contract to reduce the amount of dust generated by their equipment. The new language adds a requirement that the street sweeper must utilize a pumping of 7 gallons per minute to minimize dust and also limits maximum sweeping speed to no greater than 10 miles per hour. The contract also includes a deficiency clause which allows the City to penalize the contractor if a deficiency is not remedied.

Public Works will improve its oversight of LRS when sweeping operations are occurring to ensure the above criteria is met.

**Recommendation:** We recommend award of the amended Street Sweeping Services 2025-2027 to Lakeshore Recycling Systems, LLC, 1655 Powis Road, West Chicago, IL, 60185 in the three-year amount of \$638,270.85. Funding for this project will be from Street Maintenance Miscellaneous Contractual Services account (100-50-530-0000.6195).

**Attachments:**

Resolution R-154-24

Exhibit A – Lakeshore Recycling Systems, LLC Amended Contract

**CITY OF DES PLAINES**

**RESOLUTION R - 154 - 24**

**A RESOLUTION APPROVING AN AGREEMENT WITH LAKESHORE RECYCLING SYSTEMS FOR STREET SWEEPING SERVICES.**

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

**WHEREAS**, the City has appropriated funds in the Street Maintenance Fund for use by the Department of Public Works and Engineering during the 2025-2027 fiscal years for contractual street sweeping services ("*Work*"); and

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

**WHEREAS**, the City received one bid, which was opened on July 11, 2024; and

**WHEREAS**, Lakeshore Recycling Systems ("*Contractor*") submitted the sole responsible bid in the amount of \$638,270.85 with additional labor costs at the hourly rate of \$216.30 per hour during regular hours and \$257.50 per hour after hours; and

**WHEREAS**, the City desires to enter into a three-year agreement with Contractor for the performance of the Work in the total not-to-exceed amount of \$638,270.85, including anticipated additional labor costs at the proposed hourly rates on an-as needed basis ("*Agreement*"); and

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

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

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

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

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



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

**PASSED** this \_\_\_ day of \_\_\_\_\_, 2024.

**APPROVED** this \_\_\_ day of \_\_\_\_\_, 2024.

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

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

ATTEST:

Approved as to form:

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

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

DP-Resolution Approving Bid Award to Lakeshore Recycling Systems for Street Sweeping 2025-2027

CITY OF DES PLAINES

CONTRACT FOR

Street Sweeping Services 2025-2027

Full Name of Bidder Lakeshore Recycling Systems, LLC ("Bidder")
Principal Office Address 5500 Pearl St., Rosemont, IL 60018
Local Office Address 1655 Powis Rd., West Chicago, IL 60185
Contact Person Alex Sales Telephone Number 224-297-4764

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

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 1, 2, 3 [if none, write "NONE"], which are securely stapled to the end of this Contract.

consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

1. Work Proposal

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

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

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

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

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

2. Contract Price Proposal

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

all subcontractors and suppliers, the compensation set forth below.

A. Schedule of Prices. For providing, performing, and completing all Work, the See Attachment A; Exhibit B.

**TOTAL 3 YEAR CONTRACT PRICE;** Parts A, B, C, D as listed in schedule of prices in Attachment A (in numbers):

\$ 638,270.85

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

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

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

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

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

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

### 3. Contract Time

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence work upon approval of City Council, provided that Bidder shall have furnished Owner all bonds and all insurance certificates specified in the Contract/Proposal, and shall end on the December 31, 2027 (weather dependent) the "Completion Date".

Owner may terminate this Contract/Proposal at its convenience by providing Bidder 30 days advance written notice thereof. At all times during the Term and any Renewal Term, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work in accordance with this Contract/Proposal, as directed by Owner, and more fully described in Attachment A.

**If, at any time during the term of the Contract, the Owner determines that the Work is not being completed by Bidder in full compliance with specifications and as required by or pursuant to this Contract, then Owner may, after providing Bidder with notice of such deficiency in performance and providing Bidder with one (1) business days to cure such deficiency, invoke its remedies under this Contract or may, in Owner's sole and absolute discretion, permit Bidder to complete the Work but charge to Bidder, and deduct from any payments to Bidder under this Contract, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the following per diem administrative charge, as well as any additional damages caused by such delay:**

Per Diem Administrative Charge:

\$ 250.00 per day/occurrence

**A second occurrence of a specific deficiency in performance shall automatically trigger Bidder's obligation to pay the Per Diem Administrative Charge. Any Per Diem Administrative Charges assessed against Bidder will be deducted from any funds owed by Owner to Bidder.**

### 4. Financial Assurance

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

B. Insurance. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide certificates and policies of insurance evidencing the minimum insurance coverage and limits set forth below within 10 days after Owner's acceptance of this Contract. Such insurance shall be in form, and from companies, acceptable to Owner and shall name Owner, including its Council members and elected and

appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, as an Additional Insured. The insurance coverage and limits set forth below shall be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract. The minimum insurance coverage and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

2. Commercial Motor Vehicle Liability

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

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

3. Commercial General Liability

Limits shall not be less than:

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

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

Coverage to include:

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

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

4. Umbrella Liability

Limits shall not be less than:

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

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

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

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

5. Firm Contract

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

6. Bidder's Representations and Warranties

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

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

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

national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

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

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

E. Qualified. Bidder has the requisite experience minimum of 5 years, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above. Bidder warrants and represents that it has met and will meet all required standards set forth in Owner's Responsible Bidder Ordinance M-7-20, including, without limitation, The bidder actively participates, and has actively participated for at least 12 months before the date of the bid opening, in apprenticeship and training programs approved and registered with the United States department of labor bureau of apprenticeship and training for each of the trades of work contemplated under the awarded contract for all bidders and subcontractors. For the purposes of this subsection, a bidder or subcontractor is considered an active participant in an apprenticeship and training program if all eligible employees have either: (i) completed such a program, or (ii) were enrolled in such a program prior to the solicitation date and are currently participating in such program." performing Work under this Contract.

## 7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

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

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

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

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

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

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

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

J. Governing Law. This Contract, and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of

Illinois. Every provision of law required by law to be inserted into this Contract/Proposal shall be deemed to be inserted herein.



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

- Bidder has carefully examined and read the ITB and all related documents in their entirety.
- The person signing the Contract proposal on behalf of Bidder is fully authorized to execute the Contract and bind Bidder to all of the terms and provisions of the Contract.
- Bidders has provided a list of client references including at least 4 Municipal References
- Bidder has fully completed the entire Contract form, including the Total Contract Price.
- Bidder has submitted a certified check or bid bond, as required by the Instructions to Bidders
- Bidder has checked the City's website for any addenda issued in connection with this ITB, hereby acknowledges receipt of Addenda Nos. 1, 2, 3 [BIDDERS MUST INSERT ALL ADDENDA NUMBERS], has attached these addenda to Bidder's contract proposal, and acknowledges and agrees that, if Bidder's contract proposal is accepted, these addenda will be incorporated into the Contract and will be binding upon Bidder.
- Bidder has submitted its Contract proposal in a sealed envelope that bears the full legal name of Bidder and the name of the Contract.

Dated: September 14<sup>th</sup>, 2024

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

Bidder's Name: Lakeshore Recyclins Systems

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

Signature of Bidder or Authorized Agent: [Signature] Date: \_\_\_\_\_

(corporate seal) Printed Name: Michael Bottom  
 (if corporation) Title/Position: General Manager

Bidder's Business Address: 5500 Pearl St  
Rosemont IL 60018

Bidder's Business Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

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

NAME	TITLE	ADDRESS
<u>Mark Spencer</u>	<u>CEO</u>	<u>5500 Pearl St</u>
<u>Tony Cirrotta</u>	<u>COO</u>	<u>5500 Pearl St</u>
<u>Corey Grover</u>	<u>CLO</u>	<u>5500 Pearl St</u>

## ACCEPTANCE

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

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

### CITY OF DES PLAINES

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

Printed Name: Dorothy Wisniewski

Title: City Manager

#12787998\_v1



## **ATTACHMENT A**

### **City of Des Plaines Street Sweeping Maintenance Services STANDARD SPECIFICATIONS**

#### **I. DESCRIPTION AND SCOPE OF WORK**

The City of Des Plaines is accepting bids for a three year contract for Street Sweeping Services of approximately 340 curb miles of City streets and associated alleys on a specified schedule, as needed, and emergency basis. The contract will begin upon City Council approval with the first sweep in the spring of 2025 (weather permitting) and end on December 31, 2027 (weather permitting). Invoices shall reflect actual work completed.

#### **II. IMPLEMENTATION**

- Street Sweeping (340 curb miles including center islands/medians/bike lanes on both sides of Central Road from Wolf Road to N.E. River Road)
  - Eight (8) complete sweeps on the following schedule:
    1. March/April-weather dependent
    2. May
    3. June
    4. July
    5. August
    6. September
    7. Late October to Early-Mid November
    8. Last Week of November-Early December (After Leaf Collection Service)
- As-Needed Sweeping (TBD)
  - Scheduled sweeping, special events, or construction clean-up on an hourly rate.
- Emergency Sweeping
  - Non-scheduled sweeping services; response within 2 hours of call.
- Permeable Alley Maintenance
  - Three (3) complete sweeps of the City's alley's with permeable pavement system on the following schedule:
    1. Early Spring-March 1 through April 15
    2. Mid-Summer-June 15 through August 15
    3. Late Fall-October 15 through November 30

Notes:

1. All curb miles are approximations. It is the contractor's responsibility to verify all conditions and lengths before submitting a bid.
2. City staff shall have the right to modify, reduce or delete the amount of sweeping, schedules, routes, frequency, phases, standards and days of sweeping with prior notice to Contractor. City staff also has the right to accept only portion of the proposed work.
3. The Contractor will be provided the latitude in establishing work schedules which correspond to the City's route schedules, manpower and equipment resources. The Contractor will be provided the opportunity to discuss with the City adjusting established schedules to meet special circumstances. The City will make all final decisions pertaining to adjustment of schedules based on feasibility and efficiency with the goal of completing scheduled sweeping. See "Exhibit B", Fee Schedule for additional information.

### **III. CONTRACTOR REQUIREMENTS AND RESPONSIBILITIES**

- **WORK ASSIGNMENTS AND SCHEDULE**

The Contractor shall be provided sweeper routes and maps by the City ("Attachment B"). The City is broken into five zones; a round of sweeping is considered complete when all zone maps have been completed. The Contractor shall submit a written sweeping schedule to the Public Works designee within fifteen (15) days of the effective date of an executed agreement. This schedule shall clearly identify the sweeping tasks required by this agreement and days they are scheduled to be performed in each particular area. Contractor shall have ability to review and propose sweeping route modifications to the City for review as efforts to improve sweeping program efficiency. Department of Public Works personnel will post "No Parking" notifications as needed and upon request by the contractor.

Each round of sweepings shall take no longer than two weeks to complete (weather dependent) with a minimum of two sweepers in the city at all times during each cycle. Sufficient resources shall be assigned to the project to ensure that this timeframe is able to be met. Daily work tickets will include maps of completed locations.

If it is necessary to make periodic revisions to this maintenance schedule, a modified schedule must be submitted for review to the Superintendent of General Services or his/her designee for approval prior to the date the changes are to take effect, but not less than 48-hours.

Otherwise, it is intended that the Contractor will develop a permanent schedule utilizing the information, route schedule, and any other information provided by the City, which will allow the City to monitor the Contractor's progress.

Failure to notify of a change and/or failure to perform an item of work on a

scheduled day may result in deduction of payment for that date or week based on work not completed. The Contractor shall adjust his/her schedule to compensate for all holidays and weather related/rain days. Street sweeping on holidays shall be approved by the City. The designated holidays for 2024 are included in "Attachment D"; the 2025 holiday schedule will be provided to the bid winner once approved.

- **STREET SWEEPING EQUIPMENT**

1. The street sweeper or any relief sweeper used to perform this contract work shall meet the following criteria:
  - a. Contractor shall provide both regenerative air sweepers and mechanical sweepers for street sweeping operations as conditions warrant.
  - b. Sweepers shall be maintained in top-class running condition including arriving clean for each daily schedule.
  - c. Washout, cleaning, dumping of hopper on streets will not be allowed; however washout area and water will be provided at the City of Des Plaines Public Works facility located at: 1111 Joseph Schwab Rd., Des Plaines, IL 60016.
  - d. The Contractor shall provide a relief sweeper to complete scheduled routes for each sweeper out of operation, broken down, scheduled for maintenance or any other similar situation.
  - e. The Contractor shall provide a listing of all sweepers and relief sweepers identifying: Make, model, and year.
2. The street sweeper or any relief sweeper shall be equipped with the following:
  - a. All required IDOT equipment and lights.
  - b. On-board arrow/ directional light.
  - c. Fire Extinguisher.
  - d. Dual side fully operational gutter brooms.
  - e. A set of road trouble fluorescent triangles and Rear Strobes (Amber).
  - f. A radio or mobile phone.

- STREET SWEEPING SPEED

Street sweepers shall be operated at speeds that are appropriate for traffic conditions and as recommended by the equipment manufacturer for optimal performance. Maximum operational sweeping speed of 6-10 miles per hour.

- QUALITY OF SWEEPING

The quality of sweeping shall be to the satisfaction of the Public Works and Engineering Director or his/her designee and the City Manager. The Contractor shall at all times use good sweeping practices as dictated by the highest standards within the sweeping industry and will make adjustments to its equipment as necessary that will result in clean streets with no debris trails left behind. On occasion and as deemed necessary by the City, this will require the complete width of the street, curb to curb, to be swept clean of debris. The Contractor must exercise due care so as to prevent spilling, scattering, or dropping of debris during the sweeping activity and shall immediately clean up any such spillage, dropping, or scattering.

Sweeping practices include, but are not limited to the following: (a) Sweeping speed shall be adjusted to street conditions with a maximum speed of ten (10) miles per hour unless manufacturer documentation is provided specifying an alternate speed; and (b) patterned concrete medians, intersections, and crosswalks shall be swept at a maximum speed of five (5) miles per hour. Standards, schedules, and frequencies may be modified from time to time as deemed necessary by the City to ensure the highest sweeping quality. Due to different street widths throughout the City, street sweeping may require slower travel speed and/or multiple passes by the sweeper, in many cases, to ensure curb-to-curb coverage of the street. Streets with raised medians (commercial and residential) shall have their curb-gutter perimeter swept, including turnouts. Street grade striped medians shall be swept in their entirety. All deposits within intersections shall be removed as part of the sweeping operations. Each street shall be swept clean to the adjacent property line. Swept clean means minimal debris residual or tailings. Any sweeper used must not blow debris onto private property.

- PERMEABLE PAVEMENT SYSTEM/ALLEY MAINTENANCE

High-efficiency vacuum sweepers shall be used maintaining a minimum suction of 14,000 cubic feet per minute. High-efficiency vacuum sweepers are more effective at capturing and removing fine sediment. Vacuum settings shall be adjusted to prevent uptake of aggregate from the porous unit paving openings and joints. Curb brooms are not be used at any time in the permeable alley and vacuum head shall be at least a half inch above the permeable surface to prevent damage.

- FUELING OF SWEEPERS

The Contractor shall be responsible for fueling each sweeper and shall be ready to sweep at all scheduled times. The City does not provide fuel.

- PERFORMANCE DURING INCLEMENT WEATHER

1. The City and Contractor shall mutually determine when the sweeping operations should cease due to inclement weather or other reasons and will notify the other party immediately once a determination is made.
2. During the periods when inclement weather hinders normal operations, the Contractor shall adjust his/her work force in order to accomplish those activities that are not affected by weather.
3. Failure to adjust the work force to show good progress on the work shall result in deduction of payments to reflect only the work actually accomplished.

- WORKING HOURS

Contractor will be allowed to sweep Monday through Friday between the hours of 7:00 AM and 5:00 PM. Non-residential, primary and state & county roads shall NOT be swept during high traffic hours between 6:00 AM – 9:00 AM and 3:00 PM – 5:00 PM. Approval and deviation of Contractor schedule will be at the sole discretion of the City. Residential sweeping shall not be permitted prior to 7:00 AM unless special circumstances permit.

- INSPECTIONS

The Superintendent of General Services or his/her designee shall regularly inspect the streets and other City property subject to this Agreement to ensure that the work is being, and has been, performed in accordance with the terms identified in this agreement. All work found in such inspections not conforming to the applicable requirements shall be corrected by the Contractor and the City shall have the right to withhold payment to the Contractor until the work is corrected.

- PROTECTION OF THE PUBLIC AND DAMAGES TO EXISTING STRUCTURES

1. The Contractor shall exercise caution at all times for the protection of

persons and property. All fines, penalties and/or repair charges resulting from the Contractor's actions shall be the sole responsibility of the Contractor.

2. The Contractor shall not permit placing or use equipment in such a manner as to block vehicle traffic lanes or create safety hazards. The Contractor shall be responsible for the use of all appropriate warning traffic safety devices when deemed necessary.
3. Methods proposed by the Contractor and approved by the City shall not harm, deface or damage the streets being swept, street trees, sidewalks or street curbs. In the event that damaged to City right-of-way has occurred in the course of work, the Contractor shall be solely responsible for its repair or replacement.

- WATER

The Contractor is expected to utilize an appropriate amount of water dependent upon conditions and as recommended by the equipment manufacturer for optimal performance in the street sweeping process while creating a minimal amount of dust. During dry conditions or in a construction zone utilize maximum water pumping of 7 gallons per minute. The Contractor will be provided a hydrant wrench and access to City fire hydrants as well as a filling area located at City of Des Plaines Public Works facility. Lakeshore Recycling drivers will check their water system to ensure that it sprays correctly before the leave for the City, and once they return from the City.

- DEBRIS DISPOSAL

Contractor shall dispose of all waste material generated through street sweeping operations at the City of Des Plaines Public Works facility as directed. The contractor shall provide a monthly report of the amount in cubic yards of material disposed.

- SPILLS

1. The Contractor shall make additional passes on a street route to pick up any spillage of sweeping materials debris dropped during turns or crossings of cross gutters, prior to moving to the next area.
2. The equipment operator shall immediately stop in the event of equipment spillage such as a spillage of gasoline, diesel, motor oil, or hydraulic oil. A call for assistance must be made and the area cleaned within two hours. The quality of spill clean-ups shall be to the satisfaction of the City.

- AFTER-HOUR EMERGENCY & SPECIAL EVENT SERVICES

The Contractor will provide the City with names and telephone numbers of at least two qualified persons who can be called by City representatives when emergency maintenance conditions occur during hours when the Contractor's normal work force is not present. These Contractor representatives shall respond to said emergency within two (2) hours from receiving notification.

- SUPERVISION OF CONTRACT, COMMUNICATION, AND MEETINGS WITH CITY

All work shall meet the approval of the City of Des Plaines Public Works Department. There shall be a minimum of one monthly meeting with the Contractor and the City representative to determine progress and to establish areas needing attention. A status report of activities performed and maintenance issues addressed by the Contractor will be submitted in writing to the City on a monthly basis. Any specific problem area which does not meet the conditions of the specifications set forth herein shall be called to the attention of the Contractor and if not corrected, payment to the Contractor will not be made until condition is corrected in a satisfactory manner as set forth in the specifications. Breakdowns or delays shall be communicated with City staff immediately in writing and via telephone to allow the City to make arrangements to mitigate service disruptions.

- CONTRACTOR'S OFFICE

Contractor is required to maintain an office within a two (2) hour response time of the job site and provide the office with phone service during normal working hours. During all other times, a telephone answering service shall be utilized and the answering service shall be capable of contacting the Contractor by radio or cellular phone. Contractor shall have a maximum response time of two (2) hours to all emergencies. The on-site storage of equipment used exclusively for providing service within the City will not be permitted.

## **BASE BID/ FEE SCHEDULE**

Bidders will be required to submit costs for Street Sweeping Services in several ways based on the following Fee Schedule. Bidders will be compensated for Services either on an Hourly Rate or on a Lump Sum Cost based on the work performed (one (1) complete sweep of proposed area/ route). It is understood that the contractor(s) will be required to perform and complete the proposed work in a thorough and professional manner. The contractor shall provide all necessary labor, tools, equipment, materials, and supplies to complete the contracted work.

Notes:

1. All curb miles are approximations. It is the contractor's responsibility to verify all conditions and length before submitting a bid.
2. City staff shall have the right to modify, reduce or delete the amount of sweeping, schedules, routes, frequency, phases, standards and days of sweeping with prior notice to Contractor. City staff also has the right to accept only portion of the proposed work as acceptable to Contractor.
3. The Contractor will be provided the latitude in establishing work schedules which correspond to the City's route schedules, manpower and equipment resources. The Contractor will be provided the opportunity to discuss with the City adjusting established schedules to meet special circumstances. The City will make all final decisions pertaining to adjustment of schedules based on feasibility and efficiency with the goal of completing sweeping on the day scheduled.

The contractor is requested to provide an equipment list of sweeping equipment currently in their fleet to be submitted with their bid.



**A. Residential Street Sweeping (Approximately 340 curb miles)**

- Exhibit C Maps – All Sweeping Zones (60016 & 60018)

Eight (8) complete sweeps on the following schedule:

- 1. March/April per sweep \$ See Attachment 1
- 2. May per sweep \$ \_\_\_\_\_
- 3. June per sweep \$ \_\_\_\_\_
- 4. July per sweep \$ \_\_\_\_\_
- 5. August per sweep \$ \_\_\_\_\_
- 6. September per sweep \$ \_\_\_\_\_
- 7. Late October to Early/Mid November per sweep \$ \_\_\_\_\_
- 8. Last week of November per sweep \$ \_\_\_\_\_

TOTAL ANNUAL STREET SWEEPING \$ \_\_\_\_\_

**B. As-Needed Sweeping (TBD)**

As needed scheduled & Special Event sweeping needs on an hourly rate.

Hourly Rate	Estimated Hours	Extended Total
	75	

**C. Emergency/After Hours**

Hourly Rate	Estimated Hours	Extended Total
	15	

**D. Permeable Alley Maintenance**

- Exhibit D Map. Three (3) complete sweeps of the City's alley's with permeable pavement system.

1. Early Spring per sweep \$ \_\_\_\_\_

2. Mid-Summer per sweep \$ \_\_\_\_\_

3. Late Fall per sweep \$ \_\_\_\_\_

**SCHEDULE OF PRICES**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
<b>A</b>	<b>TOTAL ANNUAL RESIDENTIAL STREET SWEEPING</b>  8 COMPLETE SWEEPS			
<b>B</b>	<b>AS-NEEDED STREET SWEEPING</b>  75 HOURS			
<b>C</b>	<b>EMERGENCY/AFTER HOURS STREET SWEEPING</b>  15 HOURS			
<b>D</b>	<b>PERMEABLE ALLEY MAINTENANCE</b>			
	<b>EXTENDED YEARLY TOTAL</b>			

**3 YEAR EXTENDED TOTAL FOR PARTS A,B,C,D**

**\$ \_\_\_\_\_**

**ATTACH FIVE REFERENCES WITH A MINIMUM OF 4 MUNICIPAL REFERENCES**

Company	Address	Contact Information
<i>See Addenda #2</i>		

### Equipment Schedule

Item	Make	Year
See Address #3		

\*Use additional pages as needed

## **ATTACHMENT B**

### Zone Maps

- Zone 1
- Zone 2
- Zone 3
- Zone 4
- Zone 5
- Pervious Alleys



Addenda No. 1

City of Des Plaines  
 1420 Miner St  
 Des Plaines, IL 60016

On Behalf of LRS, thank you for the opportunity to provide street sweeping services for the City of Des Plaines. Our CleanSweep division is proud to be the sweeping partner of choice for more than 60 leading municipalities and over 200 contractors throughout the Northern portion of Illinois and pleased to count the City of Des Plaines as a valued customer. Below is the pricing schedule:

2025			
Month	Quantity	Cost	Total
March/April	1	\$ 23,000.00	\$ 23,000.00
May	1	\$ 23,000.00	\$ 23,000.00
June	1	\$ 23,000.00	\$ 23,000.00
July	1	\$ 23,000.00	\$ 23,000.00
August	1	\$ 23,000.00	\$ 23,000.00
September	1	\$ 23,000.00	\$ 23,000.00
Late October/Early November	1	\$ 23,000.00	\$ 23,000.00
Last Week of November	1	\$ 23,000.00	\$ 23,000.00
	Hourly		
Hourly Rate	75	\$ 210.00	\$ 15,750.00
Emergency Rate	15	\$ 250.00	\$ 3,750.00
	Permeable Alley		
Early Spring	1	1000	\$ 1,000.00
Mid-Summer	1	1000	\$ 1,000.00
Late Fall	1	1000	\$ 1,000.00
<b>2024 Total Yearly Extended Cost</b>			<b>\$ 206,500.00</b>



2026			
Month	Quantity	Cost	Total
March/April	1	\$ 23,690.00	\$ 23,690.00
May	1	\$ 23,690.00	\$ 23,690.00
June	1	\$ 23,690.00	\$ 23,690.00
July	1	\$ 23,690.00	\$ 23,690.00
August	1	\$ 23,690.00	\$ 23,690.00
September	1	\$ 23,690.00	\$ 23,690.00
Late October/Early November	1	\$ 23,690.00	\$ 23,690.00
Last Week of November	1	\$ 23,690.00	\$ 23,690.00
	Hourly	\$ -	
Hourly Rate	75	\$ 216.30	\$ 16,222.50
Emergency Rate	15	\$ 257.50	\$ 3,862.50
	Permeable Alley	\$ -	
Early Spring	1	\$ 1,030.00	\$ 1,030.00
Mid Summer	1	\$ 1,030.00	\$ 1,030.00
Late Fall	1	\$ 1,030.00	\$ 1,030.00
<b>2025 Total Yearly Extended Cost</b>			<b>\$ 212,695.00</b>

2027			
Month	Quantity	Cost	Total
March/April	1	\$ 24,400.70	\$ 24,400.70
May	1	\$ 24,400.70	\$ 24,400.70
June	1	\$ 24,400.70	\$ 24,400.70
July	1	\$ 24,400.70	\$ 24,400.70
August	1	\$ 24,400.70	\$ 24,400.70
September	1	\$ 24,400.70	\$ 24,400.70
Late October/Early November	1	\$ 24,400.70	\$ 24,400.70
Last Week of November	1	\$ 24,400.70	\$ 24,400.70
	Hourly	\$ -	
Hourly Rate	75	\$ 222.79	\$ 16,709.18
Emergency Rate	15	\$ 265.23	\$ 3,978.38
	Permeable Alley	\$ -	
Early Spring	1	\$ 1,060.90	\$ 1,060.90
Mid Summer	1	\$ 1,060.90	\$ 1,060.90
Late Fall	1	\$ 1,060.90	\$ 1,060.90
<b>2026 Total Yearly Extended Cost</b>			<b>\$ 219,075.85</b>





2025 Total Yearly Extended Cost	\$ 206,500.00
2026 Total Yearly Extended Cost	\$ 212,695.00
2027 Total Yearly Extended Cost	\$ 219,075.85
<b>Total 3 Year Contract Price:</b>	<b>\$ 638,270.85</b>

**Addenda #2 : Contact Reference List**

**Contact Name: Tony Bellafiore** \_\_\_\_\_ **Village/Business: City of St. Charles** \_\_\_\_\_  
**Dates Employed: 2021** \_\_\_\_\_ **to Current** \_\_\_\_\_  
**Phone Number or E-mail address: (630) 377-4462** \_\_\_\_\_  
**Scope of Work : Town Sweep**  
**Address: 1405 S 7<sup>th</sup> Ave, St Charles, IL 60174**

**Contact Name: Brian Yarbrough** \_\_\_\_\_ **Village/Business: Village of Itasca** \_\_\_\_\_  
**Dates Employed: 2022** \_\_\_\_\_ **to Current** \_\_\_\_\_  
**Phone Number or E-mail address: (630) 228-5785** \_\_\_\_\_  
**Scope of Work : Town Sweep**  
**Address: 411 N Prospect Ave, Itasca, IL 60143**

**Contact Name: Michael Warmus** \_\_\_\_\_ **Village/Business: Village or Bartlett** \_\_\_\_\_  
**Dates Employed: 2021** \_\_\_\_\_ **to Current** \_\_\_\_\_  
**Phone Number or E-mail address: (630) 837-0811** \_\_\_\_\_  
**Scope of Work : Town Sweep**  
**Address: 1150 Bittersweet Dr, Bartlett, IL 60103**

**Contact Name: Nate Landers** \_\_\_\_\_ **Village/Business: City of Geneva** \_\_\_\_\_  
**Dates Employed: 2019** \_\_\_\_\_ **to Current** \_\_\_\_\_  
**Phone Number or E-mail address: (630) 232-1502** \_\_\_\_\_  
**Scope of Work : Town Sweep**  
**Address: 1800 South St, Geneva, IL 60134**

**Contact Name: Daniel Leicht** \_\_\_\_\_ **Village/Business: City of Glenview** \_\_\_\_\_  
**Dates Employed: 2020** \_\_\_\_\_ **to Current** \_\_\_\_\_  
**Phone Number or E-mail address: (847) 376-0087** \_\_\_\_\_  
**Scope of Work : Town Sweep**  
**Address: 2500 E Lake Ave, Glenview IL, 60026**



Addenda #3

CleanSweep Fleet Equipment Checklist

Updated: February 2024

Unit	Make	Model	Year	Type	Body	Water
318	GMC	T-Srs FCB042	2009	Regen. Vac	Schwarze A7	470G
319	Freightliner	SC8000	RB 2009	Mechanical	Eagle	280G
320	Sterling	SC8000	2006	Regen. Vac	Schwarze A7	470G
322	Sterling	SC8000	RB 2004	Regen. Vac	Schwarze A7	470G
323	Sterling	SC8000	2007	Regen. Vac	Schwarze A7	470G
324	Sterling	Acterra	2007	Regen. Vac	Schwarze A7	250G
325	Sterling	Acterra	2008	Regen. Vac	Schwarze A7	250G
326	Sterling	SC8000	2016	Regen. Vac	Schwarze A7	350G
328	Peterbilt	SC9000	2019	Regen. Vac	Schwarze A9	600G
329	Peterbilt	SC9000	2019	Regen. Vac	Schwarze A9	600G
330	Peterbilt	SC9000	2019	Regen. Vac	Schwarze A9	600G
333	International	4300 SBA	2013	Regen. Vac	Schwarze A9	325G
334	International	4300 SBA	2013	Regen. Vac	Schwarze A9	325G
337	Freightliner	M2	2014	Regen. Vac	Elgin Crosswind	275G
338	Freightliner	M2	2015	Regen. Vac	Elgin Crosswind	275G
339	Peterbilt	SC9000	2020	Regen. Vac	Schwarze A9	600G
340	Freightliner	M2016	2022	Regen. Vac	Schwarze A9	600G
341	Freightliner	M2016	2023	Regen. Vac	Schwarze A9	600G
342	Freightliner	M2016	2023	Regen. Vac	Schwarze A9	600G
343	Freightliner	M2016	2023	Regen. Vac	Schwarze A9	600G
344	Freightliner	M2016	2023	Regen. Vac	Schwarze A9	600G
345	Freightliner	M2016	2023	Regen. Vac	Schwarze A9	600

LRS CleanSweep sweeper trucks are painted in blue and white and feature all required IDOT equipment/lights, including: flashing safety and on-board arrow/directional lights, fire extinguisher, leaf blower, and other safety and operations related equipment





MEMORANDUM

Date: June 21, 2024  
To: Dorothy Wisniewski, City Manager  
From: Jonathan Stytz, AICP, Senior Planner JS  
Cc: Jeff Rogers, AICP, Director of Community & Economic Development JWR  
Subject: Consideration of Conditional Uses for Trade Contractors at 965 & 975 Rand Road, Case #24-021-CU (7<sup>th</sup> Ward)

**Issue:** The petitioner is requesting conditional uses for two trade contractor uses on the subject properties.

**Petitioners:** Peter Wrzesinski, 975 Rand Road, Des Plaines, IL 60016, and Norma Diamano, 1733 N. 43<sup>rd</sup> Avenue, Stone Park, IL 60165  
**Owner:** 965 Rand Road LLC, 965 Rand Road, Des Plaines, IL 60016  
**Case Number:** #24-021-CU  
**PINs:** 09-08-301-006-0000; -007  
**Ward Number:** #7, Alderman Patsy Smith  
**Existing Zoning:** C-3, General Commercial  
**Existing Land Uses:** *965 Rand Road:* Pet Clinic; *975 Rand Road:* Two Trade Contractors (commercial) and Four Apartments (residential)  
**Surrounding Zoning:** North: M-2, General Manufacturing / R-1, Single Family Residential Districts  
South: R-1, Single Family Residential District  
East: R-1, Single Family Residential District  
West: C-3, General Commercial District  
**Surrounding Land Uses:** North: Multi-unit Building (commercial); Park (recreation)  
South: Single Family Residences (residential)  
East: Park (recreation)  
West: Auto Body Establishment (commercial)  
**Street Classification:** Rand Road is classified as a principal arterial road under Illinois Department of Transportation (IDOT) jurisdiction.

**Comprehensive Plan:** The Comprehensive Plan illustrates this site as commercial.

**Property/Zoning History:** The property at 965 and 975 Rand Rd was annexed into the City in 1956. This property has had commercial zoning since 1968, when the property was re-zoned from single family residential to the current zoning of general commercial<sup>1</sup>. All of the buildings currently occupying the site were constructed between the 1950s and the mid-1990s, with several remodeling projects and additions to the buildings during that time frame. The apartment building was constructed on this property in the late 1950s<sup>2</sup> and has been continuously occupied by tenants. While residences are not permitted with the current zoning district in this location, it is considered a non-conforming use and allowed to persist as long as all residential units are occupied.

The office building at 965 Rand Rd has included a variety of uses throughout its history per city records, including an electrician, a manufacturing office, an animal hospital and the most current animal rescue use. The 975 Rand parcel has contained a variety of trade contractor uses, including a lawnmower repair service in the 1960s<sup>3</sup>, a plumbing company between the 1970s and 2022, and the current roofing company.

Staff have received multiple complaints regarding violations on the subject properties related to light pollution, illegal storage, odor, the installation of storage containers, storage of equipment on top of storage containers, fence disrepair, and the parking of a large semitruck on the property. While both the owner of the existing Advanced Roofing business and owner of the proposed Landscaping by AD business have diligently worked with staff to address and rectify the issues raised, there are some outstanding items on the subject properties that will need to be addressed through the conditional use process.

### CONDITIONAL USES

**Request Description:** *Overview*

The subject properties consist of two separate parcels—both located in the C-3 General Commercial district—which are under common ownership and are summarized in more detail below:

Address	PIN	Lot Size	Current Improvements
965 Rand Rd	09-08-301-006-0000	25,590 SF (0.58 acres)	<ul style="list-style-type: none"><li>• One-story building (vacant)</li><li>• Surface parking area</li></ul>
975 Rand Rd	09-08-301-007-0000	34,113 SF (0.78 acres)	<ul style="list-style-type: none"><li>• Two-story building (Four residential apartments) [front]</li><li>• Two-story building (Two trade contractor uses [rear])</li><li>• Surface parking area</li></ul>

<sup>1</sup> Ordinance Z-35-68

<sup>2</sup> “3 Rm Apartment Brand New”, *Arlington Heights Herald*, November 5, 1959 pg. 123

<sup>3</sup> “Bruno’s Lawn Mower”, *Arlington Heights Herald*, May 7, 1964, pg. 160

A business classified as a “trade contractor” is defined in Section 12-13-3 of the zoning ordinance as:

“A building or portion thereof where building and construction trade services are provided to the public. "Trade contractor" shall include, but will not be limited to, contractor offices, including landscaper's showrooms, construction supplies and storage including plumbing, heating, air conditioning, and building equipment, materials, sales, and other uses similar in nature and impact.”

Trade contractor uses require a conditional use in the C-3 district. As such, the petitioners, Peter Wrzesinski of Advanced Roofing and Norma Diamano of Landscaping by AD INC, are requesting conditional use requests for two existing trade contractor uses: one for Advanced Roofing and the other for Landscaping by AD INC. Currently, both uses operate out of the southmost building located on 975 Rand Road. However, the Landscaping by AD INC business is interested in utilizing the rear portion of the property at 965 Rand Road for parking and storage of its vehicles. See the attached Project Narrative for more details related to the operations of the proposed landscaping business.

*Floor Plan and Elevations*

The conditional use requests are related to the existing trade contractor businesses operating out of the southmost building at 975 Rand Road. That said, the attached Floor Plan designates the building areas devoted to each of the proposed uses as well as general areas for building operations, which are summarized in the table. While there are no proposed changes to the existing building itself, there are proposed changes to the site, especially in regard to designated parking and storage areas for each trade contractor business. The proposal does not include any changes to the exterior metal building façade of the existing two-story building. See the attached Photos of Existing Conditions for more information related to the existing building design.

Floor Plan Breakdown			
Use	General	Landscaping by AD	Advanced Roofing
First	<ul style="list-style-type: none"> <li>• 3 Restrooms</li> <li>• 160 SF Lobby</li> <li>• 145 SF Mechanical area</li> </ul>	<ul style="list-style-type: none"> <li>• 4 offices totaling 2,070 SF</li> <li>• 194 SF Kitchenette</li> </ul>	<ul style="list-style-type: none"> <li>• Shop Area totaling 3,537 SF</li> <li>• No shop area devoted for Landscaping by AD</li> </ul>
Second	<ul style="list-style-type: none"> <li>• 3 Restrooms</li> <li>• 127 SF Lobby</li> <li>• 127 SF Storage area</li> <li>• 39 SF Mechanical area</li> </ul>	<ul style="list-style-type: none"> <li>• No space devoted for Landscaping by AD</li> </ul>	<ul style="list-style-type: none"> <li>• 5 offices totaling 2,050 SF</li> <li>• 1,204 SF Mezzanine area</li> </ul>

*Off-Street Parking*

Sections 12-9-7 and 12-9-8 of the Zoning Ordinance govern the number of off-street standard and accessible parking spaces required based on the property uses. There are no minimum parking requirements for trade contractor uses.

However, considerations shall be made based on the following:

- The anticipated number of employees and members of the public that would visit the subject properties for the existing trade contractor uses.
- The loss of off-street parking from the conversion of existing parking areas to private parking and storage for the trade contractor uses
- The minimum requirement of two parking spaces for each apartment unit totaling eight, including at least one accessible space.
- The parking requirement for the future user of the vacant building at 965 Rand Road.

Based on the attached Site Plan, 14 parking spaces will be available on 965 Rand Road and 22 parking spaces—including one accessible space—will be available for 975 Rand Road totaling 36 off-street parking spaces between both properties. The table below summarizes the allocation of all available parking spaces shown on the attached Site Plan to confirm compliance with Sections 12-9-7 and 12-9-8 of the Des Plaines Zoning Ordinance.

<b>Required Off-Street Parking</b>				
<b>Use</b>	<b>Required Parking</b>	<b>Designated Spaces (for each use)</b>		<b>Parking Space Surplus / Deficit</b>
		<b>965 Rand Road</b>	<b>975 Rand Road</b>	
<b>Trade Contractor</b> (Advanced Roofing)	<b>0 spaces</b> <i>(No minimum parking standard required)</i>	<b>5 spaces</b> <i>(Advanced Roofing only)</i>	<b>11 spaces</b> <i>(Advanced Roofing only);</i> <b>7 spaces</b> <i>(shared between trade contractor uses)</i>	<b>16 spaces</b>
<b>Trade Contractor</b> (Landscaping by AD)	<b>0 spaces</b> <i>(No minimum parking standard required)</i>	<b>5 spaces</b> <i>(Landscaping by AD only)</i>	<b>0 spaces</b> <i>(Landscaping by AD only)</i>	<b>5 spaces</b>
<b>Multifamily Residential</b> (Apartment Building)	<b>8 spaces</b> <i>(Two spaces for each residential unit)</i>	<b>0 spaces</b>	<b>4 spaces</b>	<b>4 spaces</b>
<b>Office</b> (Pet Clinic)	<b>7 spaces</b> <i>(One space for 250 SF of floor area)</i>	<b>4 spaces</b>	<b>0 spaces</b>	<b>3 spaces</b>
<b>Total Off-Street Parking Spaces Required</b>		<b>7 spaces</b>	<b>8 spaces</b>	<b>15 spaces (one accessible)</b>
<b>Total Off-Street Parking Spaces Provided</b>		<b>14 (zero accessible)</b>	<b>22 (incl. one accessible)</b>	<b>36 standard*; one accessible</b>

\*Some of these parking stalls may be removed or modified in accordance with the current proposal to comply with drive aisle and design requirements.



As noted in the table, there is a sufficient supply of parking spaces between the subject properties. However, the allocation of parking spaces needs to be adjusted in order to ensure that an adequate number of parking spaces are available for each use as required by the Zoning Ordinance. As such, staff have added a condition requiring the petitioner to reallocate the parking spaces on the Site Plan to meet the minimum parking requirements for each use to conform to Sections 12-9-6, 12-9-7, and 12-9-8 of the Zoning Ordinance.

#### *Access and Circulation*

There is currently one two-way travel access point off Rand Road for each of the subject properties, which will both be maintained as part of this proposal without any changes. While both curb cuts are wide at the street, the specific width of these curb cuts is not identified on the ALTA-NSPS Land Title Survey or the Site Plan. Section 12-9-6 of the Zoning Ordinance requires drive aisles to be a minimum of 22 feet in width for two-way travel and a minimum of 12 feet in width for one-way travel. If this width cannot be obtained, then the direction of travel of the entrances to the subject properties will need to be adjusted as necessary to ensure adequate access to and from both sites.

Depending on the access type for these entrances (i.e., one-way or two-way), existing striped parking spaces may need to be altered or removed to accommodate the appropriate drive aisle width. To this end, staff have added a condition that the parking space dimensions, drive aisle widths, and direction of travel arrows for all drive aisles are added to the Site Plan to ensure the code requirements are met.

#### *Outdoor Display and Storage of Products*

Aerial photos and the attached Site and Context Photos indicate that both uses are currently storing a combination of vehicles, equipment, and products outside on both properties. In addition, shipping containers have been installed on the subject property for additional storage space outside of the existing building, which is not expressly allowed. However, the Zoning Ordinance does provide a specific consideration for trade contractor uses. Since the Advanced Roofing and Landscaping by AD businesses meet the definition of a trade contractor, Section 12-7-3.F.5.d provides both with allowances for outdoor display and storage of finished or prefabricated products (i.e., products ready for sale to an end user) with some restrictions:

- Products may not be stored or displayed outdoors within any required yard (i.e., front, rear, or side yards).
- Products must be fully screened with an eight-foot tall, solid, opaque fence.
- Raw or landscape materials, or materials utilized for the manufacturing, processing or assembly of products, are not permitted to be stored or displayed outdoors.
- Products, either cumulatively or individually, and including the racks or structures used to display the products outdoors, may not exceed eight feet in height.
- Products stored or displayed outdoors must be located on a paved, dust-free hard surface; provided, however, products and associated storage racks may not reduce, block, or otherwise interfere with parking lot drive aisles and off- street parking spaces.



With these regulations in mind, staff have added a separate condition requiring compliance with all of the regulations in Section 12-7-3.F.5.d of the Zoning Ordinance and the replacement of the storage containers with an approved accessory structure and removing any stored materials from a portion of the rear yard in an effort to alleviate concerns and complaints from the neighboring residents to the south.

#### *Landscaping and Screening*

The existing site contains some natural vegetation along its south boundary and minimal landscape improvements up near the front of the properties. Given that the subject properties directly abut residential properties to the south a landscape buffer is required in conformance with Section 12-10-9 in the Zoning Ordinance. A C-3-zoned property abutting a residential district or use must provide a minimum five-foot-wide landscape buffer containing shade trees planted every 30 feet, a solid eight-foot-tall fence, and turf or other ground cover along 100 percent of the property boundaries that abuts the residential district. Since these details are not provided, staff have added a condition requiring a diagram illustrating the required improvements in the form of a separate landscape plan or as a detail on the attached Site Plan.

#### **Planning and Zoning Board (PZB) Recommendation**

The PZB held a public hearing on June 11, 2024 to consider the requests. The PZB voted 4-0 to recommend that City Council approve the requests with the staff recommended conditions. The rationale for the PZB's vote is captured in the attached minutes from the June 11, 2024 PZB Meeting.

#### **City Council Action**

Pursuant to Section 12-3-4.D.4 of the Zoning Ordinance, the Council has the final authority on the Conditional Use requests. The Council may approve, approve with modifications, or deny Ordinance Z-14-24, which includes the requested entitlements for the proposed trade contractor uses. If the City Council decides to approve these requests, staff and the PZB recommend the following conditions.

#### **Conditions of Approval:**

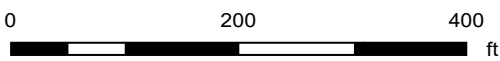
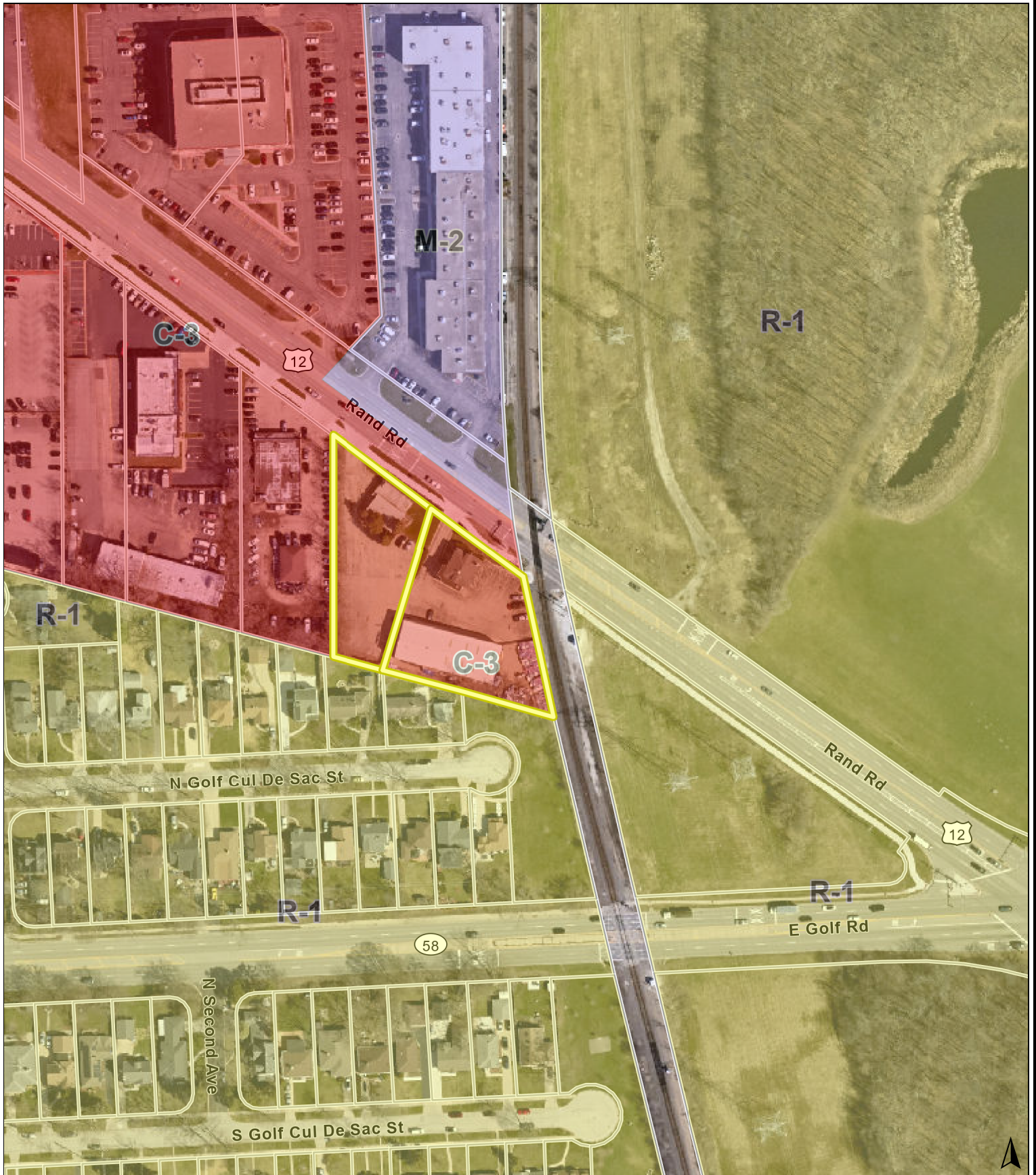
1. The outdoor display and storage of products shall follow all regulations in Section 12-7-3.F.5.d of the Zoning Ordinance at all times. Any products, materials, and items that are not classified as finished or prefabricated products must be stored inside the principal building or in an approved accessory structure, excluding shipping containers which are not allowed and shall be removed from the property.
2. Waste, debris, and other garbage accumulated through off-site operations for both trade contractor uses shall be completely discarded prior to returning to the subject properties each day. At no time shall waste, debris, and garbage be left outside on the subject properties, except in designated dumpster containers.
3. The area designated for the Landscaping by AD parking and storage shall be restriped accordingly in conformance with Section 12-9-6 of the Zoning Ordinance prior to issuance of business registration.

**Attachments:**

- Attachment 1: Location 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
- Attachment 6: Chairman Szabo PZB Recommendation Letter
- Attachment 7: Excerpt of Approved Minutes from the June 11, 2024 PZB Meeting

**Ordinance Z-14-24**

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



Print Date: 6/7/2024

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.





965 Rand Rd – Public Notice Sign



965 Rand Rd – Front of Pet Clinic Building Along Rand Rd



965 Rand Rd – Rear Parking Area Behind Pet Clinic



965 Rand Rd – Existing Landscape Trade Contractor Area





975 Rand Rd – Front of Apartment Building Along Rand Rd



975 Rand Rd – Front of Advanced Roofing Building

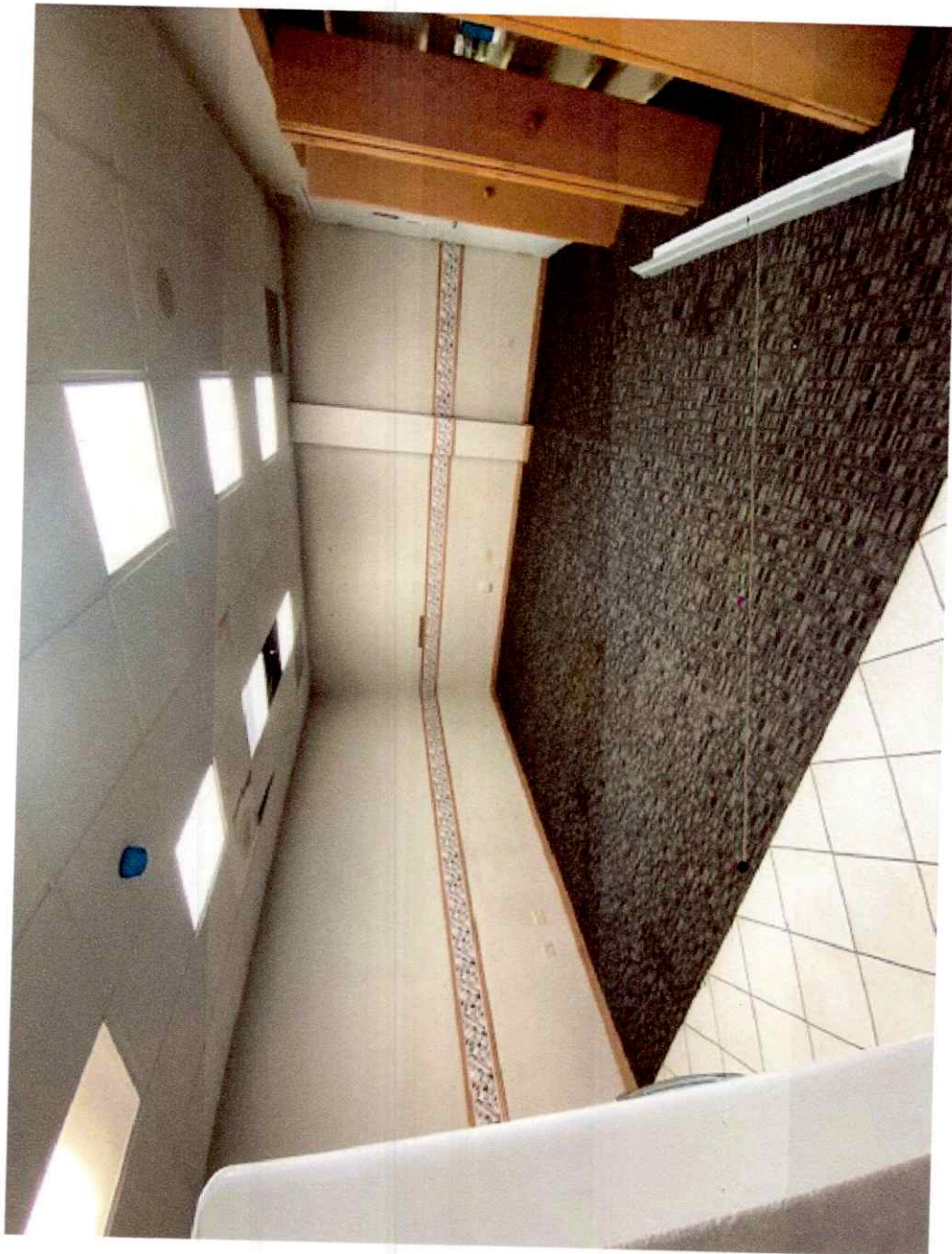


975 Rand Rd – View of Advanced Roofing Building from Rand Rd



975 Rand Rd – Rear Parking Area Between Buildings





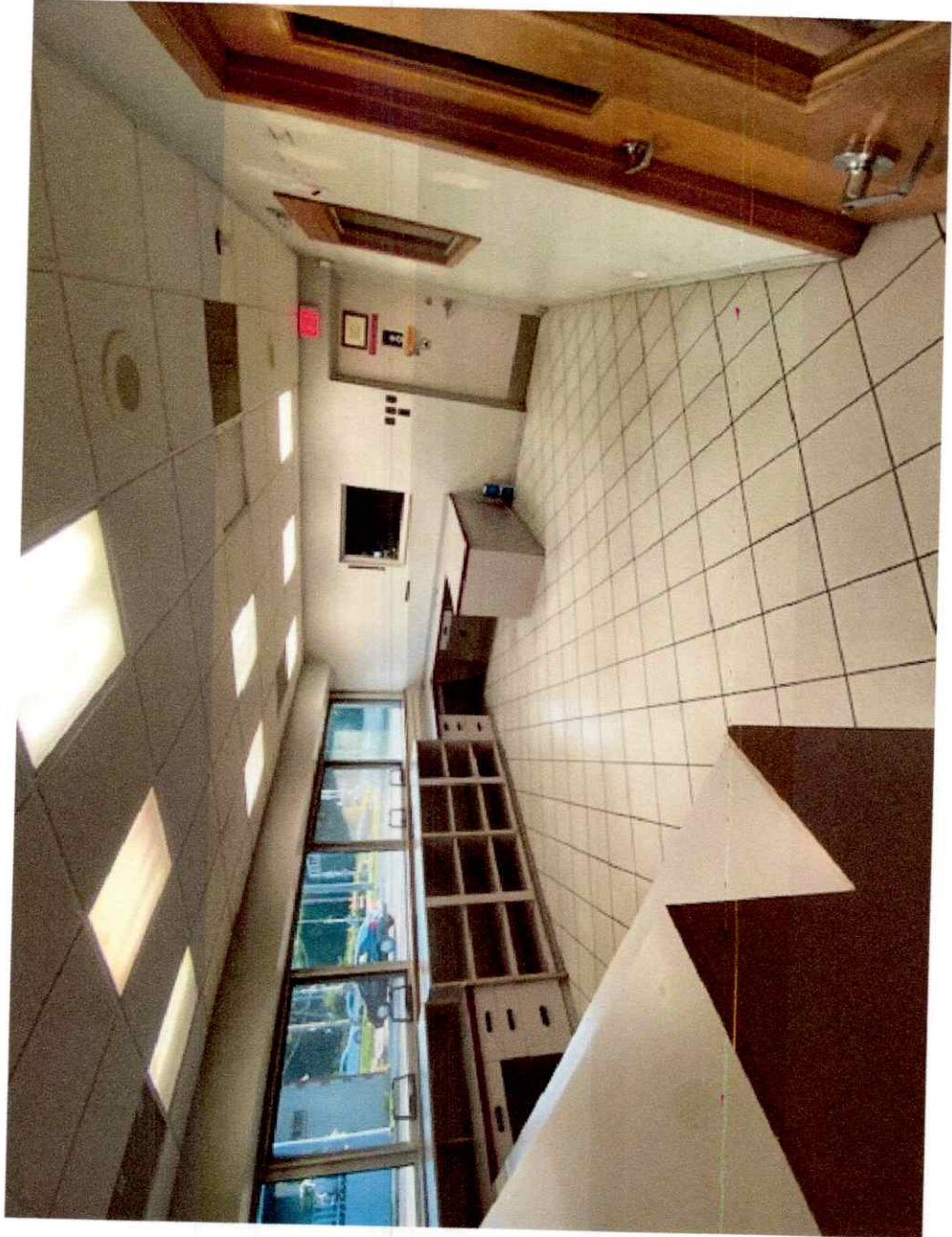














11614 ALGONQUIN RD.  
HUNTLEY, IL 60142

ORDER NO. 22-0179  
Scale - 1 inch = 30 feet

PHONE: (847) 458-1710  
FAX: (847) 458-1712

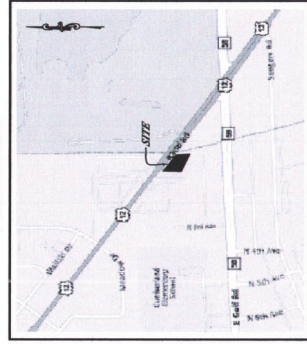
TOPOGRAPHICAL-ALTA/CASM-BOUNDARY-SUBDIVISIONS-MORTGAGE-CONDOMINIUM

# Jens N. Doe

Professional Land Surveyors, P.C.

## ALTANSPS LAND TITLE SURVEY

VICINITY MAP



**PARCEL 1:** THAT PART OF LOT 1 IN OWNERS DIVISION OF THAT PART OF THE SOUTH 25.67 CHAINS OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF RAND ROAD AND THE WEST OF THE WEST LINE OF THE MINNEAPOLIS, ST. PAUL AND SAULT ST. MARIE RAILROAD WHICH LIES EASTERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF RAND ROAD, WHICH IS 300 FEET NORTHEASTERLY, (AS MEASURED ALONG THE SOUTHWEST LINE OF SAID RAND ROAD) OF THE EAST LINE OF SAID LOT 1 AND RUNNING THENCE SOUTHERLY ALONG A LINE PARALLEL TO THE WEST LINE OF SAID LOT 1 TO THE SOUTHERLY LINE OF SAID LOT 1 AND WHICH LIES WESTERLY OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF RAND ROAD WHICH IS 130 FEET NORTHEASTERLY (AS MEASURED ALONG THE SOUTHWESTERLY LINE OF SAID RAND ROAD) OF THE EAST LINE OF SAID LOT 1 AND RUNNING, THENCE SOUTHWESTERLY ALONG A LINE TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 1, WHICH IS 225.65 FEET NORTHWESTERLY OF THE SOUTHEAST CORNER OF SAID LOT 1, EXCEPT THAT PART WHICH LIES NORTHEASTERLY OF A LINE WHICH IS 50.00 FEET SOUTHWESTERLY OF, MEASURED AT RIGHT ANGLES AND PARALLEL TO, A LINE DESCRIBED AS BEGINNING AT A POINT IN THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 8, DISTANT 1771.8 FEET NORTH OF THE SOUTHWEST CORNER THEREOF, THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE, WHICH MAKES AN ANGLE OF 53.2 DEGREES 32 MINUTES, MEASURED FROM SOUTH TO EAST FROM SAID WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 8, A DISTANCE OF 883.0 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 34,377.50 FEET, THENCE SOUTHEASTERLY ALONG SAID CURVE A DISTANCE OF 1015.0 FEET TO A POINT OF TANGENCY, THENCE SOUTHEASTERLY IN A STRAIGHT LINE A DISTANCE OF 841.4 FEET TO A POINT IN THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SAID SECTION 8, DISTANT 2212.4 FEET EAST OF THE SOUTHWEST CORNER THEREOF, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 965 RAND RD., DES PLAINES, ILLINOIS.

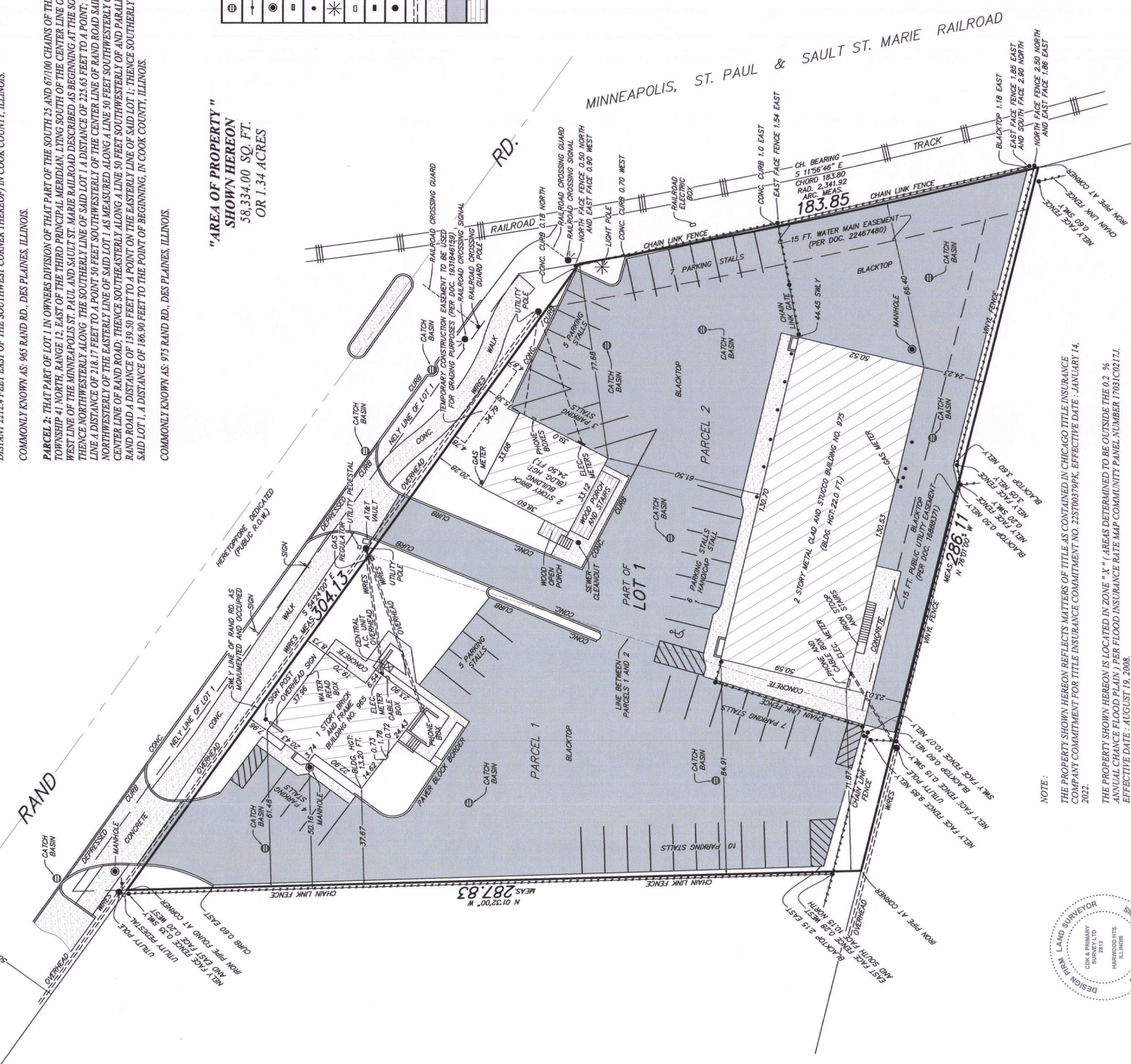
**PARCEL 2:** THAT PART OF LOT 1 IN OWNERS DIVISION OF THAT PART OF THE SOUTH 25 AND 67/100 CHAINS OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF RAND ROAD AND WEST OF THE WEST LINE OF THE MINNEAPOLIS, ST. PAUL AND SAULT ST. MARIE RAILROAD DESCRIBED AS BEGINNING AT THE SOUTHEAST CORNER OF LOT 1; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 1 A DISTANCE OF 235.65 FEET TO A POINT, THENCE NORTHEASTERLY ALONG A LINE A DISTANCE OF 218.17 FEET TO A POINT 50 FEET SOUTHWESTERLY OF THE CENTER LINE OF RAND ROAD SAID POINT BEING 139.50 FEET NORTHWESTERLY OF THE EASTERLY LINE OF SAID LOT 1, AS MEASURED ALONG A LINE 50 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF RAND ROAD; THENCE SOUTHEASTERLY ALONG A LINE 50 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF RAND ROAD A DISTANCE OF 186.90 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 975 RAND RD., DES PLAINES, ILLINOIS.

"AREA OF PROPERTY"  
SHOWN HEREON  
58,334.00 SQ. FT.  
OR 1.34 ACRES

LEGEND

⊖	CATCH BASIN
+	SIGN
●	MANHOLE
□	GAS METER
•	FENCE POST
*	LIGHT POLE
□	CABLE BOX
■	ELECTRIC METER
●	UTILITY POLE
—	OVERHEAD WIRES
▨	CONCRETE
▩	BLACKTOP
▧	WOOD



NOTE:  
The legal description noted on this plan is a copy of the land survey under which this property is owned.  
For building restrictions refer to your Abstract, Deed or Contract.  
Compare distances between points before building and report any discrepancy to this office immediately.  
Dimensions shown hereon are not to be assumed or scaled.  
Dimensions shown hereon are in feet and decimal parts thereof.

Field work completion date: March 26, 2022.  
ORDERED BY:  
ANSANT & ANSANT

NOTE:  
THE PROPERTY SHOWN HEREON REFLECTS MATTERS OF TITLE AS CONTAINED IN CHICAGO TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE COMMITMENT NO. 252706579PK, EFFECTIVE DATE: JANUARY 14, 2022.  
THE PROPERTY SHOWN HEREON IS LOCATED IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAN) PER FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 17031C02171, EFFECTIVE DATE: AUGUST 19, 2008.  
TOTAL NUMBER OF STRIPED PARKING STALLS SHOWN HEREON = 48 (WHICH INCLUDES 1 HANDICAP STALL)  
THERE IS VISIBLE EVIDENCE OF SIDEWALK OR STREET REPAIRS BEING PERFORMED ON THE DEDICATED RIGHT-OF-WAYS SHOWN HEREON.  
THERE IS NO VISIBLE EVIDENCE OF ANY EARTH MOVING WORK OR EXTERIOR BUILDING CONSTRUCTION BEING PERFORMED ON THE PROPERTY SHOWN HEREON.  
THE PROPERTY SHOWN HEREON IS ZONED C-3 (GENERAL COMMERCIAL DISTRICT) PER THE VILLAGE OF DES PLAINES ZONING RECORDS.  
THERE ARE NO OFF-SITE EASEMENTS OR SERVITUDES BENEFITING THE PROPERTY SHOWN HEREON.  
AREA OF EXTERIOR FOOTPRINT OF BUILDING NO. 965 SHOWN HEREON IS +/- 1,721.20 SQ. FT.  
AREA OF EXTERIOR FOOTPRINT OF BUILDING NO. 975 SHOWN HEREON IS +/- 6,603.20 SQ. FT.  
AREA OF EXTERIOR FOOTPRINT OF THE 2 STORY BRICK BUILDING SHOWN HEREON IS +/- 1,284.60 SQ. FT.

STATE OF ILLINOIS  
COUNTY OF COOK

JENS N. DOE PROFESSIONAL LAND SURVEYORS P.C. DOES HEREBY CERTIFY TO: 965 RAND RD. LLC, 975 RAND RD. LLC, AND CHICAGO TITLE INSURANCE COMPANY, INC. THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 "MINIMUM STANDARD" DETAIL REQUIREMENTS FOR ALTA/ASPS LAND TITLE SURVEYS "JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6, 7 (a, b, c), 8, 9, 16, 17 AND 18 OF TABLE "A" THEREOF. THE FIELD WORK WAS COMPLETED ON MARCH 26, 2022.

DATED THIS 13TH DAY OF APRIL, 2022.

PRELIMINARY COPY  
(FOR REVIEW ONLY)

KEVIN DUFFY  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3228  
MY LICENSE EXPIRES 11-30-22



### STANDARDS FOR CONDITIONAL USES

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

1. The proposed conditional use is in fact a conditional use established within the specific zoning district involved;

Yes trade contractor is a conditional use permitted in the C-3 general commercial zoning district.

2. The proposed conditional use is in accordance with the objectives of the city's comprehensive plan and this title;

The Comprehensive Plan illustrates this parcel as intended for commercial. The Comprehensive plan encourages economic development within the city, which includes the development of new businesses.

3. The proposed conditional use is designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity;

All of the properties to the West of us are commercial properties, and the property to the East is a railroad. Properties across the street are mixed use (commercial and office).

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

There is no hazardous materials being used or stored on this property. The hours of operations are from Monday - Friday 7 AM - 5 PM SATURDAY 8 AM - 3 PM



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

Traffic is minimum. One time in the morning and one time when work is over, No in between traffic. No deliveries are received. Adequate available parking for employees, No customers will be

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

We do not create any additional requirements or ~~service~~ burdens of public facilities or services.

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;

There will be no excessive activities, no stores materials that will be detrimental to any person. No access traffic, noise, smoke or fumes will be generated.

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

We have adequate ingress and egress which will cause no detriment to the existing traffic flow on Rand Rd.

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

There is no impact to any natural scenic or historic features.

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

Yes.



June 19, 2024

Mayor Goczkowski and Des Plaines City Council  
CITY OF DES PLAINES

**Subject:** Planning and Zoning Board, 965 and 975 Rand Road, #24-021-CU

**RE:** Consideration of a Conditional Use for Trade Contractor Uses

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) held a public hearing on June 11, 2024 to consider all requests.

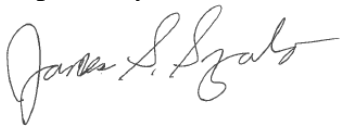
1. Peter Wrzesinski, representing Advanced Roofing, provided an overview of the roofing business stating that he moved his roofing business to 975 Rand Road in 2021. He added that the subject property contained existing apartment building on the north (front) side of 975 Rand Road and an existing pet clinic on the north (front) side of 965 Rand Road. He noted that materials for Advanced roofing are delivered directly to job sites instead of being stored on the subject property. Mr. Wrzesinski identified that a new landscape contractor is proposing to operate on the south (rear) side of 965 Rand Road.
2. PZB members asked the roofing contractor if the previous property owner Bishop Plumbing owned both properties and the animal shelter; if there are any proposed changes to the existing apartment and pet clinic buildings located on the site; the status of the pet clinic as it states online that it is closed; what the property owner do with the pet clinic building if it were to be vacated; if the pet clinic building is used or would be used for the roofing contractor; if the property owner would keep the pet clinic tenant if it decided to reopen; the current lease for the pet clinic; and if the landscape contractor would be speaking tonight. Mr. Wrzesinski responded that Bishop Plumbing owned both sites including the pet clinic building; that there are no proposed changes to the apartment or pet clinic buildings; that he is not sure on the operation status of the pet clinic but that they continue to pay rent; that he would likely tear down the pet clinic building and repurpose the space for a new development; that the existing pet clinic building is not utilized by the roofing company; that he is not sure if he would keep the pet clinic as a tenant if they chose to reopen; that the pet clinic is on a monthly lease; and that the landscape contractor representative is here to speak.

PZB members asked the landscape contractor if their services include the installation of trees, mulch, plants, etc.; if plant and other materials are stored on the subject property; if they have a disposal site for waste generated from jobs, if the employees meet on the subject property or the job site; and the number of employees for the landscape contractor business. Norma Diamano, representing Landscaping by AD, responded that they do install trees, plants, mulch, etc. for their customers but buy materials for each job so they do not store materials on the subject property; that they do have a disposal site for waste generated from jobs; and there are three employees that meet at the jobsite instead of the subject property.

3. CED staff summarized the staff report with slides providing an overview of the requests and the process surrounding each. Staff described the current uses and parking requirements for each noting that there was a sufficient number of spaces but that the parking space stock needed to be reallocated to ensure that the minimum parking requirements are met. Finally, staff identified the recommended conditions of approval and the motions before the PZB.

4. Two individuals from the public spoke on this request with concerns related to odor, visual nuisances, and noise related to the landscape contractor's use on 965 Rand Road. It was mentioned that the landscape trucks and trailers were parked within 2-3 feet of the fence between the residences and the subject property and in one instance landscape waste was left in the truck over the weekend leading to strong odors. While vehicles for the landscape company have since been moved closer to the pet clinic building alleviating some concerns from the public, it was expressed that the public wanted a confirmation on the exact location the landscape vehicles would be parked on the subject property. Mr. Wrzesinski responded that the vehicles have been relocated to the southeast corner of 965 Rand Road and that landscaping has been added around the pet clinic building to help screen the view of the landscape contractor vehicles from Rand Road. Ms. Diamano responded that they ran into issues when their usual disposal place closed early, and they were unable to dispose of the landscape waste prior to returning to the subject property. She added that they now have a secondary disposal site near her house where she can dispose of waste in the future if the other location is closed.
  
5. The PZB voted 4-0 to recommend that City Council approve the Conditional Use requests with the staff recommended conditions.

Respectfully submitted,



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



**DES PLAINES PLANNING AND ZONING BOARD MEETING**  
**June 11, 2024**  
**MINUTES**

**Address:** 965 and 975 Rand Road

**Case Number:** 24-021-CU

The petitioners are proposing conditional uses for two trade contractor uses at the subject properties, and any other variations, waivers, and zoning relief as may be necessary.

**PINs:** 09-08-301-006-0000; -007

**Petitioners:** Peter Wrzesinski, 975 Rand Road, Des Plaines, IL 60016, and Norma Diamano, 1733 N. 43<sup>rd</sup> Avenue, Stone Park, IL 60165

**Owner:** 965 Rand Road LLC, 965 Rand Road, Des Plaines, IL 60016

**Ward Number:** #7, Alderman Patsy Smith

**Existing Zoning:** C-3, General Commercial

**Existing Land Uses:** *965 Rand Road:* Pet Clinic; *975 Rand Road:* Two Trade Contractors (commercial) and Four Apartments (residential)

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

**Surrounding Land Uses:** North: Multi-unit Building (commercial); Park (recreation)  
South: Single Family Residences (residential)  
East: Park (recreation)  
West: Auto Body Establishment (commercial)

**Street Classification:** Rand Road is classified as a principal arterial road under Illinois Department of Transportation (IDOT) jurisdiction.



**Comprehensive Plan:** The Comprehensive Plan illustrates this site as commercial.

**Property/Zoning History:** The property at 965 and 975 Rand Rd was annexed into the City in 1956. This property has had commercial zoning since the 1968, when the property was re-zoned from single family residential to the current zoning of general commercial<sup>1</sup>. All of the buildings currently occupying the site were constructed between the 1950s and the mid-1990s, with several remodeling projects and additions to the buildings during that time frame. The apartment building was constructed on this property in the late 1950s<sup>2</sup> and has been continuously occupied by tenants. While residences are not permitted with the current zoning district in this location, it is considered a non-conforming use and allowed to persist as long as all residential units are occupied.

The office building at 965 Rand Rd has included a variety of uses throughout its history per city records, including an electrician, a manufacturing office, an animal hospital and the most current animal rescue use. The 975 Rand parcel has contained a variety of trade contractor uses, including a lawnmower repair service in the 1960s<sup>3</sup>, a plumbing company between the 1970s and 2022, and the current roofing company.

Staff have received multiple complaints regarding violations on the subject properties related to light pollution, illegal storage, odor, the installation of storage containers, storage of equipment on top of storage containers, fence disrepair, and the parking of a large semitruck on the property. While both the owner of the existing Advanced Roofing business and owner of the proposed Landscaping by AD business have diligently worked with staff to address and rectify the issues raised, there are some outstanding items on the subject properties that will need to be addressed through the conditional use process.

### CONDITIONAL USES

**Request Description:** *Overview*

The subject properties consist of two separate parcels—both located in the C-3 General Commercial district—which are under common ownership and are summarized in more detail below:

Address	PIN	Lot Size	Current Improvements
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<sup>1</sup> Ordinance Z-35-68

<sup>2</sup> "3 Rm Apartment Brand New", *Arlington Heights Herald*, November 5, 1959 pg. 123

<sup>3</sup> "Bruno's Lawn Mower", *Arlington Heights Herald*, May 7, 1964, pg. 160

965 Rand Rd	09-08-301- 006-0000	25,590 SF (0.58 acres)	<ul style="list-style-type: none"> <li>• One-story building (vacant)</li> <li>• Surface parking area</li> </ul>
975 Rand Rd	09-08-301- 007-0000	34,113 SF (0.78 acres)	<ul style="list-style-type: none"> <li>• Two-story building (Four residential apartments) [front]</li> <li>• Two-story building (Two trade contractor uses [rear])</li> <li>• Surface parking area</li> </ul>

A business classified as a “trade contractor” is defined in Section 12-13-3 of the zoning ordinance as:

“A building or portion thereof where building and construction trade services are provided to the public. "Trade contractor" shall include, but will not be limited to, contractor offices, including landscaper's showrooms, construction supplies and storage including plumbing, heating, air conditioning, and building equipment, materials, sales, and other uses similar in nature and impact.”

Trade contractor uses require a conditional use in the C-3 district. As such, the petitioners, Peter Wrzesinski of Advanced Roofing and Norma Diamano of Landscaping by AD INC, are requesting conditional use requests for two existing trade contractor uses: one for Advanced Roofing and the other for Landscaping by AD INC. Currently, both uses operate out of the southmost building located on 975 Rand Road. However, the Landscaping by AD INC business is interested in utilizing the rear portion of the property at 965 Rand Road for parking and storage of its vehicles. See the attached Project Narrative for more details related to the operations of the proposed landscaping business.

*Floor Plan and Elevations*

The conditional use requests are related to the existing trade contractor businesses operating out of the southmost building at 975 Rand Road. That said, the attached Floor Plan designates the building areas devoted to each of the proposed uses as well as general areas for building operations, which are summarized in the table. While there are no proposed changes to the existing building itself, there are proposed changes to the site, especially in regard to designated parking and storage areas for each trade contractor business. The proposal does not include any changes to the exterior metal building façade of the existing two-story building. See the attached Photos of Existing Conditions for more information related to the existing building design.

Floor Plan Breakdown			
Use	General	Landscaping by AD	Advanced Roofing

First	<ul style="list-style-type: none"> <li>• 3 Restrooms</li> <li>• 160 SF Lobby</li> <li>• 145 SF Mechanical area</li> </ul>	<ul style="list-style-type: none"> <li>• 4 offices totaling 2,070 SF</li> <li>• 194 SF Kitchenette</li> </ul>	<ul style="list-style-type: none"> <li>• Shop Area totaling 3,537 SF</li> <li>• No shop area devoted for Landscaping by AD</li> </ul>
Second	<ul style="list-style-type: none"> <li>• 3 Restrooms</li> <li>• 127 SF Lobby</li> <li>• 127 SF Storage area</li> <li>• 39 SF Mechanical area</li> </ul>	<ul style="list-style-type: none"> <li>• No space devoted for Landscaping by AD</li> </ul>	<ul style="list-style-type: none"> <li>• 5 offices totaling 2,050 SF</li> <li>• 1,204 SF Mezzanine area</li> </ul>

*Off-Street Parking*

Sections 12-9-7 and 12-9-8 of the Zoning Ordinance govern the number of off-street standard and accessible parking spaces required based on the property uses. There are no minimum parking requirements for trade contractor uses. However, considerations shall be made based on the following:

- The anticipated number of employees and members of the public that would visit the subject properties for the existing trade contractor uses.
- The loss of off-street parking from the conversion of existing parking areas to private parking and storage for the trade contractor uses
- The minimum requirement of two parking spaces for each apartment unit totaling eight, including at least one accessible space.
- The parking requirement for the future user of the vacant building at 965 Rand Road.

Based on the attached Site Plan, 14 parking spaces will be available on 965 Rand Road and 22 parking spaces—including one accessible space—will be available for 975 Rand Road totaling 36 off-street parking spaces between both properties. The table below summarizes the allocation of all available parking spaces shown on the attached Site Plan to confirm compliance with Sections 12-9-7 and 12-9-8 of the Des Plaines Zoning Ordinance.

Required Off-Street Parking				
Use	Required Parking	Designated Spaces		Parking Space <b>Surplus</b> / <b>Deficit</b>
		(for each use)		
		965 Rand Road	975 Rand Road	

<b>Trade Contractor</b> (Advanced Roofing)	<b>0 spaces</b> <i>(No minimum parking standard required)</i>	<b>5 spaces</b> <i>(Advanced Roofing only)</i>	<b>11 spaces</b> <i>(Advanced Roofing only);</i> <b>7 spaces</b> <i>(shared between trade contractor uses)</i>	<b>16 spaces</b>
<b>Trade Contractor</b> (Landscaping by AD)	<b>0 spaces</b> <i>(No minimum parking standard required)</i>	<b>5 spaces</b> <i>(Landscaping by AD only)</i>	<b>0 spaces</b> <i>(Landscaping by AD only)</i>	<b>5 spaces</b>
<b>Multifamily Residential</b> (Apartment Building)	<b>8 spaces</b> <i>(Two spaces for each residential unit)</i>	<b>0 spaces</b>	<b>4 spaces</b>	<b>4 spaces</b>
<b>Office</b> (Pet Clinic)	<b>7 spaces</b> <i>(One space for 250 SF of floor area)</i>	<b>4 spaces</b>	<b>0 spaces</b>	<b>3 spaces</b>
<b>Total Off-Street Parking Spaces Required</b>		<b>7 spaces</b>	<b>8 spaces</b>	<b>15 spaces (one accessible)</b>
<b>Total Off-Street Parking Spaces Provided</b>		<b>14 (zero accessible)</b>	<b>22 (incl. one accessible)</b>	<b>36 standard*; one accessible</b>

*\*Some of these parking stalls may be removed or modified in accordance with the current proposal to comply with drive aisle and design requirements.*

As noted in the table, there is a sufficient supply of parking spaces between the subject properties. However, the allocation of parking spaces needs to be adjusted in order to ensure that an adequate number of parking spaces are available for each use as required by the Zoning Ordinance. As such, staff have added a condition requiring the petitioner to reallocate the parking spaces on the Site Plan to meet the minimum parking requirements for each use to conform to Sections 12-9-6, 12-9-7, and 12-9-8 of the Zoning Ordinance.

### *Access and Circulation*

There is currently one two-way travel access point off Rand Road for each of the subject properties, which will both be maintained as part of this proposal without any changes. While both curb cuts are wide at the street, the specific width of these curb cuts is not identified on the ALTA-NSPS Land Title Survey or the Site Plan. Section 12-9-6 of the Zoning Ordinance requires drive aisles to be a minimum of 22 feet in width for two-way travel and a minimum of 12 feet in width for one-way travel. If this width cannot be obtained, then the direction of travel of the entrances to the subject properties will need to be adjusted as necessary to ensure adequate access to and from both sites.

Depending on the access type for these entrances (i.e., one-way or two-way), existing striped parking spaces may need to be altered or removed to accommodate the appropriate drive aisle width. To this end, staff have added a condition that the parking space dimensions, drive aisle widths, and direction of travel arrows for all drive aisles are added to the Site Plan to ensure the code requirements are met.

### *Outdoor Display and Storage of Products*

Aerial photos and the attached Site and Context Photos indicate that both uses are currently storing a combination of vehicles, equipment, and products outside on both properties. In addition, shipping containers have been installed on the subject property for additional storage space outside of the existing building, which is not expressly allowed. However, the Zoning Ordinance does provide a specific consideration for trade contractor uses. Since the Advanced Roofing and Landscaping by AD businesses meet the definition of a trade contractor, Section 12-7-3.F.5.d provides both with allowances for outdoor display and storage of finished or prefabricated products (i.e., products ready for sale to an end user) with some restrictions:

- Products may not be stored or displayed outdoors within any required yard (i.e., front, rear, or side yards).
- Products must be fully screened with an eight-foot tall, solid, opaque fence.
- Raw or landscape materials, or materials utilized for the manufacturing, processing or assembly of products, are not permitted to be stored or displayed outdoors.
- Products, either cumulatively or individually, and including the racks or structures used to display the products outdoors, may not exceed eight feet in height.
- Products stored or displayed outdoors must be located on a paved, dust-free hard surface; provided, however, products and associated storage racks may not reduce, block, or otherwise interfere with parking lot

drive aisles and off- street parking spaces. With these regulations in mind, staff have added a separate condition requiring compliance with all of the regulations in Section 12-7-3.F.5.d of the Zoning Ordinance and the replacement of the storage containers with an approved accessory structure and removing any stored materials from a portion of the rear yard in an effort to alleviate concerns and complaints from the neighboring residents to the south.

### *Landscaping and Screening*

The existing site contains some natural vegetation along its south boundary and minimal landscape improvements up near the front of the properties. Given that the subject properties directly abut residential properties to the south a landscape buffer is required in conformance with Section 12-10-9 in the Zoning Ordinance. A C-3-zoned property abutting a residential district or use must provide a minimum five-foot-wide landscape buffer containing shade trees planted every 30 feet, a solid eight-foot-tall fence, and turf or other ground cover along 100 percent of the property boundaries that abuts the residential district. Since these details are not provided, staff have added a condition requiring a diagram illustrating the required improvements in the form of a separate landscape plan or as a detail on the attached Site Plan.

**Standards for Conditional Use:** The following is a discussion of standards for conditional uses from Section 12-3-4(E) of the Zoning Ordinance. Rationale for how the proposed use would satisfy the standards is provided below and in the petitioner’s response to standards. The PZB may use this rationale toward its recommendation, or the Board may make up its own.

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

*Comment:* The proposed services are classified under the trade contractor use, which is a Conditional Use as specified in Section 12-7-3.K of the Zoning Ordinance for properties in the C-3 District.

**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 retention of existing commercial businesses in Des Plaines. This property is positioned along the Rand Road corridor and is surrounded by a mixture of residential, commercial, and manufacturing development. The retention of the existing trade contractor use, and addition of a new trade contractor

use at the subject property generally falls within the general principles and goals of the Comprehensive Plan.

**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 rear building on 975 Rand Road has been utilized for a variety of trade contractor uses in the past similar to the existing roofing contractor and proposed landscape contractor. While there are no proposed changes to the structure itself, both trade contractor uses are proposed to make improvements for the property including a reallocation of parking spaces, striping of the rear of the 965 Rand Road parcel for the landscape contractor, and operational adjustments related to storage and parking, so it is consistent with surrounding commercial development and minimizes adverse effects on surrounding properties. However, there are site access, circulation, and parking considerations that have not been fully addressed with the proposal. The PZB may request additional justification and detail from the petitioners as to how all of the uses will coexist and operate on the subject property at the same time.

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

*Comment:* Both trade contractor uses conduct a majority of their operations off-site at various job sites, with office-related work housed within the existing rear building on the subject property. While this aspect of the uses is not necessarily hazardous or disturbing, the delineation and continued maintenance of the different uses throughout the subject property could—if not done properly or consistently—lead to a condition that is hazardous or disturbing to surrounding property owners. As staff have already received complaints from neighboring residents regarding the past conditions on the subject property, operational conditions have been suggested by staff to minimize adverse effects that are often attributed to trade contractor uses.

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

*Comment:* The existing uses on this site are adequately served by essential public facilities and services. While the proposal adds a fourth use to the subject property, staff do not have concerns that this will impact the essential public facilities and services that are currently serving the subject property.

**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 existing uses have not created a burden on public facilities and have not been detrimental to the economic well-being of the community. There is no indication that the addition of the landscape contractor will have negative economic impact on the community or create the need for additional City services provided that it operates according to all requirements in the C-3 district and appropriate screening improvements are installed.



**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 activities for both trade contractor uses that account for a majority of the noise, smoke fumes, glare, and odors will take place off-site at respective job sites. Traffic generated from these uses is minimal overall with peak volume in the morning and evening. However, the parking and storage of vehicles, equipment, and products of both businesses on the subject property can negatively impact surrounding properties by means of noise, smoke, glare, odors, visual effects, and the like. In addition to the staff-added condition for landscaping screening, both businesses will also need to manage the parking and storage of vehicles, equipment, and products to comply with all requirements in the C-3 district and to improve the aesthetics of the property to minimize any potential adverse effects.

**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 proposal utilizes the existing curb cuts on the subject property so as to not increase any interferences with traffic on surrounding public thoroughfares. However, with the addition of a fourth use on the subject property, additional adjustments to the Site Plan will be necessary to clearly define the direction of travel and width of the existing drive aisles throughout the subject property to ensure that sufficient access and circulation are maintained for all uses. The same can also be said for the existing paved area at the rear of 965 Rand Road, which will need to be restriped and maintained for the proposed landscape contractor parking area. Access to and from this area must be kept clear at all times to ensure that the operations of the landscape contractor are not impacting other uses on the subject property.

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

*Comment:* The proposal 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 similar uses.

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

*Comment:* This proposal with the aforementioned adjustments will meet all other requirements of the Zoning Ordinance for the C-3 General Commercial District.

**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 or deny the above-mentioned conditional use.

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 Use) of the Zoning Ordinance. If the PZB recommends and City Council ultimately approves the request, staff recommends the following conditions.

**Conditions of Approval:**

1. Prior to City Council meeting, the Site Plan shall be revised to: (i) identify the number, dimensions, and designation of all collective parking spaces; and (ii) identify the width and direction of travel of all drive aisles on 965 and 975 Rand Road in conformance with the Zoning Ordinance.
2. The outdoor display and storage of products shall follow all regulations in Section 12-7-3.F.5.d of the Zoning Ordinance at all times. Any products, materials, and items that are not classified as finished or prefabricated products must be stored inside the principal building or in an approved accessory structure, excluding shipping containers which are not allowed and shall be removed from the property.
3. Prior to City Council meeting, the Site Plan shall be revised, or a separate Landscape Plan provided, to illustrate the required landscape buffer improvements in compliance with Section 12-10-9 of the Zoning Ordinance. This plan shall also detail the location, design, and height of the required enclosure for all dumpsters stored outside.
4. Waste, debris, and other garbage accumulated through off-site operations for both trade contractor uses shall be completely discarded prior to returning to the subject properties each day. At no time shall waste, debris, and garbage be left outside on the subject properties, except in designated dumpster containers.
5. The area designated for the Landscaping by AD parking and storage shall be restriped accordingly in conformance with Section 12-9-6 of the Zoning Ordinance prior to issuance of business registration.

Petitioner speaks about their business at the property, Advanced Roofing. They asked before opening if they could open their business in Des Plaines. They have been located at the site in 2 years and are changing the zoning to make sure it meets requirements. It is a roofing business and the petitioner owns two properties. There is a residential, 4 unit building on the property and an animal shelter building in addition to the building for the business. The office hours are from 7-5. Roofing employees are there from 6am to the evening for equipment. Usually they do not meet with customers at the property.

Szabo asks about whether the property was occupied by Bishop Plumbing. He asked if they also owned the animal hospital. The petitioner stated yes they did. Szabo asked if the animal rescue will be part of their roofing business. The petitioner says the animal hospital use will stay the same, the roofing business will occupy the buildings to the south.

Petitioner states there is plenty of space around the buildings for all the businesses. They plan to put a fence on the right side of the building because the village requires a taller fence. Some landscaping improvements have been made already to make sure that equipment is not visible to neighbors and it is more aesthetically pleasing.

Member Weaver asks why the animal rescue is closed, it is noted as permanently closed on Google. The petitioner states that they have received rent payments, but they do not know if the building is currently occupied. Member Weaver asks what they intend to do with the property if it is not used. The petitioner said they may knock down the building, but they do not intend to occupy the building. Member Weaver asked if they plan to reopen if they could stay on as a tenant. The petitioner states they are not sure. Member Veremis asked when the lease is up. The petitioner said it is month to month, but they have noticed some pets in the building. The property was purchased for their business and are not concerned with these tenants.

The residential building has tenants that are relatives from Bishop Plumbing and they have agreed to keep them as tenants. The petitioner would not feel comfortable evicting them, they have a good relationship with these residential tenants.

Member Weaver asked if the landscaping company is available to speak. The petitioner stated yes. Norma Diamano, 1733 N. 43rd Avenue, Stone Park, IL 60165. Member Weaver stated that landscaping companies purchase many plants and mulch. When do they buy it and what happens with material leftover? The landscaping company states they buy material that day and there is not often leftovers, but they are taken to the dump when they need to.

Chairman Szabo asked about how the contractors of the landscaping company work together. The petitioner stated that their three employees meet at the job sites normally.

Chairman Szabo asks for public comment.

Michelle Anderson, 906 N. Golf Cul De Sac, the property adjacent to this property is sworn in. They have lived in the property for 31 years and had a good working relationship with Bishop Plumbing and they did not have substantial issues. Issues have come up recently with the landscaping company. There is odor near the fence because they do not always dump the grass clippings. There was a weekend that it was especially bad. The staff report mentions there will need to be a 5 foot landscape buffer. There is no landscape buffer now. There are vehicles now parking 2-3 feet from the property. They could smell the odor from their yard. The 5-foot minimum is enough of the barrier with the proposed location of those vehicles.

Michelle Anderson has worked with the City code enforcement officer, Tina Mullett, and they talked to the company and moved the trucks to a different location on the property. That has alleviated the odor and sound concerns. She did notice there is mention of 3 employees on the site, but many employees coming and go. She took a picture of the property where they planted those trees along the vet clinic, but there are more people at the site than what has been discussed.

David Anderson, the co-owner of 906 N. Golf Cul De Sac is sworn in. Mr. Anderson says they are not entirely clear of what is being approved. They are comfortable with a landscape buffer and a fence installed. They want all the businesses to succeed and want to know where the vehicles are parked. They do not have an issue with blocking improvements or business needs but want the right solution for everyone.

Chairman Szabo asked where the parking will be on the site. The petitioner discusses the site plan. Equipment parked now is owned by the roofing business. The landscaping business will be located across from them. Petitioner shows photo of the landscaping trucks parked near the animal hospital building. Trees have been planted so that the vehicles are not visible from the street. For the roofing trucks to the south, trees will be planted in the back and a fence installed to ensure the owner will not see the vehicles.

David Anderson asks if this can be a dialogue. He asked about the trees at the back of the property. Will you remove pavement to add the trees? The petitioner says they will go based on the survey. There is limited space.

Chairman Szabo asked about the landscape waste and the precise location where it will be moving from. If you come back with grass clippings, where will they go? Norma states that was a mistake, the dump closes

at noon, and they missed the deadline. Early Monday they picked up the clippings and dumped it. The truck is taken to their house if they have grass clippings because there is a closer dump that is open. Norma understands the odor is a problem and that was their fault. Chairman Szabo asked if they dump waste on the property. Norma states they do not dump anything on the property, it is held in the truck with a cover. The truck is parked in the front.

Michelle Anderson stated that is where the truck was, but there was still an odor from their house. If the materials come back with any regularity, the five-foot buffer would not resolve the odor. She asked if they would locate the trailers near the vet clinic. The petitioner confirms moving the trucks further away would solve the issue. Bishop Plumbing always had vehicles parked there, but the landscaping was posing a new issue with the door. The petitioner stated they will keep the landscaping company on the same property, but the trailers will be moved elsewhere, and they will not be able to have grass stored.

Michelle Anderson stated that she discussed with Tina Mullet that there are four shipping containers on the property. It is their understanding that shipping containers are not allowed and they are located on several visible locations of the property. The containers have been an eyesore. Materials were stored on top of them, including tires and buckets, and they are now being stored outside. The staff report stated that all of these items need to be stored within approved structures and they want to make sure these items are addressed.

Jonathan summarizes the staff report. The conditional uses are for two trade contractor uses at 965 and 975 Rand Rd. The existing uses and background are discussed. Floor plans and site plans are displayed and described. Parking spaces are discussed, including the condition of approval that parking spaces must be re-allocated to ensure all uses have adequate parking. Some parking stalls may need to be modified to meet the requirements of the Zoning Ordinance. Outdoor display requirements for trade contractors, per the Zoning Ordinance, is described. Jonathan provides each condition of approval.

Member Weaver asks about the condition of the approval that says prior to the City Council meeting. Member Weaver is asking who will handle these items. Mr. Stytz says he is the project manager and will ensure the conditions are followed. Member Weaver asked about the handwritten responses for the conditions of approval. Mr. Stytz states that is from the landscaping contractor. Member Weaver states it would be helpful to have this information indicated in the packet.

Member Weaver asked if staff feel confident these issues can be resolved prior to the City Council meeting. Mr. Stytz states they are confident that can be done prior to the meeting because the changes are minor.

Member Weaver moves that the Planning and Zoning Board recommend approval of the conditional uses, with the conditions drafted by staff. Seconded by Saletnik. Unanimous aye.

Member Weaver makes a motion to recommend City Council approval of the conditional use with the five conditions drafted by staff, seconded by Member Veremis.

AYES: Weaver, Saletnik, Veremis, Szabo

NAYES: None

ABSTAIN: None

\*\*\*MOTION CARRIED\*\*\*

CITY OF DES PLAINES

ORDINANCE Z - 14 - 24

**AN ORDINANCE APPROVING CONDITIONAL USE PERMITS FOR TRADE CONTRACTOR USES AT 965 AND 975 RAND ROAD, DES PLAINES, ILLINOIS. (Case #24-021-CU).**

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**WHEREAS**, 965 Rand Road LLC ("**Owner**") is the owner of the property commonly known as 965-975 Rand Road, Des Plaines, Illinois ("**Subject Property**"), which Subject Property is located in the C-3 General Commercial of the City ("**C-3 District**"); and

**WHEREAS**, the Subject Property consists of two lots of record as follows: (i) the lot known as 965 Rand Road, which is improved with a one-story commercial building and off-street parking area ("**965 Lot**"); and (ii) the lot known as 975 Rand Road, which is improved with a two-story residential building, a two-story commercial building ("**Commercial Building**"), and an off-street parking area ("**975 Lot**"); and

**WHEREAS**, Landscaping by A D INC ("**Landscaping by AD**") and Advanced Roofing ("**Advanced Roofing**") (collectively, Landscaping by AD and Advanced Roofing are the "**Petitioners**") each lease a tenant space for the purpose of operating a trade contractor use within the Commercial Building on the 975 Lot ("**Proposed Uses**"); and

**WHEREAS**, Landscaping by AD desires to use a portion of the off-street parking spaces located on the 965 Lot; and

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

**WHEREAS**, pursuant to Section 12-7-3.K of the Zoning Ordinance, trade contractor uses are only allowed 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 Petitioners filed, with the consent of the Owner, applications with the City for the approval of conditional use permits to allow the Proposed Uses on the Subject Property ("**Proposed Conditional Use Permits**"); and

**WHEREAS**, the Petitioners' applications for the Conditional Use Permits were referred by the Department of Community and Economic Development to the Planning and Zoning Board ("**PZB**") within 15 days after receipt of the application; and

**WHEREAS**, within 90 days after the date of the Petitioners' applications, a public hearing was held by the Planning and Zoning Board of the City ("**Board**") was held on June 11, 2024, pursuant to publication in the *Des Plaines Journal* on May 8, 2024; and

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

**WHEREAS**, during the public hearing the PZB heard testimony and received evidence with

respect to how the Petitioners intended to satisfy and comply with the provisions of the Zoning Ordinance; and

**WHEREAS**, pursuant to Section 12-3-4 of the Zoning Ordinance, the Board filed a written report with the City Council on June 19, 2024, summarizing the testimony and evidence received by the Board and stating its recommendation, voting 4-0 to recommend approval of the Proposed Conditional Use Permits, subject to certain conditions; and

**WHEREAS**, the Petitioners made representations to the Board with respect to the Proposed Conditional Use Permits, which representations are hereby found by the City Council to be material and upon which the City Council relies in approving the Revised Relief; and

**WHEREAS**, the City Council has considered the written report of the Board, the applicable standards for conditional uses, variations, and map amendments set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated June 21, 2024, and has determined that it is in the best interest of the City and the public to approve the Proposed Conditional Use Permits 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 Requested Relief.

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

PARCEL 1: THAT PART OF LOT 1 IN OWNERS DIVISION OF THAT PART OF THE SOUTH 25.67 CHAINS OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF RAND ROAD AND THE WEST OF THE WEST LINE OF THE MINNEAPOUS, ST. PAUL AND SAULT ST. MARIE RAILROAD WHICH LIES EASTERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF RAND ROAD, WHICH IS 300 FEET NORTHWESTERLY, (AS MEASURED ALONG THE SOUTHWEST LINE OF SAID RAND ROAD) OF THE EAST LINE OF SAID LOT 1 AND RUNNING THENCE SOUTHERLY ALONG A LINE PARALLEL TO THE WEST LINE OF SAID LOT 1 TO THE SOUTHERLY LINE OF SAID LOT 1 AND WHICH LIES WESTERLY OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF RAND ROAD WHICH IS 130 FEET NORTHWESTERLY (AS MEASURED ALONG THE SOUTHWESTERLY LINE OF SAID RAND ROAD) OF THE EAST LINE OF SAID LOT 1 AND RUNNING, THENCE SOUTHWESTERLY ALONG A LINE TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 1, WHICH IS 225.65 FEET NORTHWESTERLY OF THE SOUTHEASTERLY CORNER OF SAID LOT 1, EXCEPT (THAT PART WHICH LIES NORTHEASTERLY OF A LINE WHICH IS 50.00 FEET SOUTHWESTERLY OF, MEASURED AT RIGHT ANGLES AND PARALLEL TO, A LINE DESCRIBED AS BEGINNING AT A POINT IN THE WEST LINE

OF THE SOUTHWEST 1/4 OF SAID SECTION 8, DISTANT 1721.8 FEET NORTH OF THE SOUTHWEST CORNER THEREOF, THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE, WHICH MAKES AN ANGLE OF 52 DEGREES 52 MINUTES, MEASURED FROM SOUTH TO EAST FROM SAID WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 8, A DISTANCE OF 885.0 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 34,377.50 FEET, THENCE SOUTHEASTERLY ALONG SAID CURVE A DISTANCE OF 1015.0 FEET TO A POINT OF TANGENCY, THENCE SOUTHEASTERLY IN A STRAIGHT LINE A DISTANCE OF 841.4 FEET TO A POINT IN THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SAID SECTION 8, DISTANT 2212.4 FEET EAST OF THE SOUTHWEST CORNER THEREOF) IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 965 RAND RD., DES PLAINES, ILLINOIS.

PARCEL 2: THAT PART OF LOT 1 IN OWNERS DIVISION OF THAT PART OF THE SOUTH 25 AND 67/100 CHAINS OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF RAND ROAD AND WEST OF THE WEST LINE OF THE MINNEAPOLIS ST. PAUL AND SAULT ST. MARIE RAILROAD DESCRIBED AS BEGINNING AT THE SOUTHEAST CORNER OF LOT 1; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 1 A DISTANCE OF 225.65 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A LINE A DISTANCE OF 218.17 FEET TO A POINT 50 FEET SOUTHWESTERLY OF THE CENTER LINE OF RAND ROAD SAID POINT BEING 139.50 FEET NORTHWESTERLY OF THE EASTERLY LINE OF SAID LOT 1 AS MEASURED ALONG A LINE 50 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF RAND ROAD; THENCE SOUTHEASTERLY ALONG A LINE 50 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF RAND ROAD A DISTANCE OF 139.50 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 1; THENCE SOUTHERLY ALONG THE EASTERLY LINES OF SAID LOT 1, A DISTANCE OF 186.90 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 975 RAND RD., DES PLAINES, ILLINOIS.

**SECTION 3. APPROVAL OF PROPOSED CONDITIONAL USE PERMITS.** 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 Proposed Conditional Use Permits to allow the Proposed Uses on the Subject Property. The Proposed Conditional Use Permits granted by this Ordinance are 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 OF APPROVAL.** The approvals granted in Section 3 of this Ordinance are expressly subject to and contingent upon compliance by the Petitioners with each and all



of the following conditions, all at the sole cost and expense of the Petitioners:

A. Compliance with Law and Regulations. The development, use, operation, and maintenance of the Proposed Uses and the Subject Property 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 must 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 Petitioners, consisting of one sheet, and undated, a copy of which is attached to and, by this reference, made a part of this Ordinance as ***Exhibit A***;

2. The Site and Landscape Plan, prepared by the Petitioners, consisting of one sheet, and undated, a copy of which is attached to and, by this reference, made a part of this Ordinance as ***Exhibit B ("Site Plan")***;

3. The Floor Plans, prepared by the Petitioners, consisting of two sheets, and undated, a copy of which is attached to and, by this reference, made a part of this Ordinance as ***Exhibit C***;

C. Additional Conditions.

1. The outdoor display and storage of products must comply with all regulations set forth in Section 12-7-3.F.5.d of the Zoning Ordinance at all times. Any products, materials, and items that are not classified as finished or prefabricated products must be stored inside the Commercial Building or in an approved accessory structure; provided, however, that shipping containers are prohibited and must be removed from the Subject Property.

2. Waste, debris, and other garbage accumulated through off-site operations for both Proposed Uses must be completely discarded prior to crews returning to the Subject Properties each day. Waste, debris, and garbage may not be brought back to, stored, or left outside on the Subject Property, unless completely contained within designated dumpster containers.

3. The area designated for Landscaping by AD parking and storage on the Site Plan must be restriped as shown on the Site Plan and in conformance with Section 12-9-6 of the Zoning Ordinance prior to issuance of business registration for Landscaping by AD.

**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 seventy-five dollars (\$75.00) or more than seven hundred and fifty dollars (\$750.00) for each offense. Each and every day that a violation of this Ordinance is allowed to remain in effect shall constitute a complete and separate offense. In addition, the appropriate authorities of the City may take such other action as they deem proper to enforce the terms and conditions of this Ordinance, including, without limitation, an action in equity to compel compliance with its terms. Any person, firm or corporation violating the terms of this Ordinance shall be subject, in addition to the foregoing penalties, to the payment of court costs and reasonable attorneys' fees.

B. In the event that either of the Petitioners fails to develop or maintain the Subject Property in accordance with the plans submitted, the requirements of the Zoning Ordinance, or the conditions set forth in Section 6 of this Ordinance, the approvals granted by Section 3 of this Ordinance may be revoked after notice and hearing before the Zoning Administrator of the City, all in accordance with the procedures set forth in Section 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, the City Manager and the City's General Counsel are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the

circumstances. The Petitioners acknowledge that public notices and hearings have been held with respect to the adoption of this Ordinance, has considered the possibility of the revocation provided for in this Section, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice and hearing required by Section 12-4-7 of the Zoning Ordinance is provided to the Petitioners.

**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 the Petitioners. 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.**

A. This Ordinance shall be in full force and effect subject to the occurrence of all the following:

1. its passage and publication in pamphlet form in the manner required by law;
2. the filing with the City Clerk by the Petitioners 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 D*;
3. at the Petitioners' sole cost and expense, the recordation of this Ordinance together with such exhibits as the City Clerk deems appropriate, with the Office of the Cook County Recorder.

B. In the event that the Petitioners do not file with the City Clerk a fully executed copy of the unconditional agreement and consent referenced in Section 8.A 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.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

ATTEST:

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

Published in pamphlet form this  
\_\_\_\_ day of \_\_\_\_\_, 2024.

Approved as to form:

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

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

Landscaping By A D Inc  
965 and 975 Rand Road  
Des Plaines IL

To whom is consume,

I'm the owner of Landscaping By A D my name is Norma Diamano.

Our hours of operation our from Monday thru Friday 7am.- 5pm and Saturday from 8am - 3pm. Traffic is minimum one time in the morning and one time in the afternoon when works is over not in between traffic. No deliveries are received adequate available parking for employees. We have adequate ingress and egress which will cause no detriment to the exiting traffic flow on Rand Rd. We have 3 employees. Theirs is no meetings with customer at this site. There will be no excessive activities. There are no hazardous materials being used or stored on this property. We don't stored materials like mulch dirt etc. anything that could cost a problem and we usually dump by the end of each workday that way there is no smells of anything. There is no impact to any natural scenic or historic features.

Sincerely, Norma Diamano

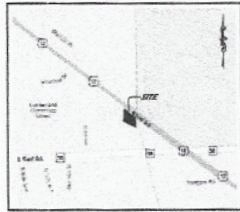
Landscaping By A D Inc  
Office:847-696-1398





Scale - 1 inch = 30 feet

VICINITY MAP



**Jens K. Doe**  
Professional Land Surveyors, P.C.  
**ALTANSPS LAND TITLE SURVEY**

PARCEL 1: THAT PART OF LOT 1 IN OWNERS DIVISION OF THAT PART OF THE SOUTH 25.67 CHAINS OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF RAND ROAD AND THE WEST OF THE WEST LINE OF THE MINNEAPOLIS, ST. PAUL, AND SAULT ST. MARIE RAILROAD WHICH LIES EASTERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF RAND ROAD, WHICH IS 300 FEET NORTHWESTERLY, (AS MEASURED ALONG THE SOUTHWESTERLY LINE OF SAID RAND ROAD) OF THE EAST LINE OF SAID LOT 1 AND RUNNING THENCE SOUTHERLY ALONG A LINE PARALLEL TO THE WEST LINE OF SAID LOT 1 TO THE SOUTHERLY LINE OF SAID LOT 1 AND WHICH LIES WESTERLY OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF RAND ROAD WHICH IS 150 FEET NORTHWESTERLY (AS MEASURED ALONG THE SOUTHWESTERLY LINE OF SAID RAND ROAD) OF THE EAST LINE OF SAID LOT 1 AND RUNNING, THENCE SOUTHWESTERLY ALONG A LINE TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 1, WHICH IS 225.45 FEET NORTHWESTERLY OF THE SOUTHEASTERLY CORNER OF SAID LOT 1, EXCEPT THAT PART WHICH LIES NORTHEASTERLY OF A LINE WHICH IS 36.00 FEET SOUTHWESTERLY OF, MEASURED AT RIGHT ANGLES AND PARALLEL TO, A LINE DESCRIBED AS BEGINNING AT A POINT IN THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 4, INSTANT 171.4 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE, WHICH MAKES AN ANGLE OF 52 DEGREES 52 MINUTES, MEASURED FROM SOUTH TO EAST FROM SAID WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 4, A DISTANCE OF 183.6 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 34, 377.50 FEET, THENCE SOUTHEASTERLY ALONG SAID CURVE A DISTANCE OF 1015.9 FEET TO A POINT OF TANGENCY, THENCE SOUTHEASTERLY IN A STRAIGHT LINE A DISTANCE OF 841.4 FEET TO A POINT IN THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SAID SECTION 4, INSTANT 2212.4 FEET EAST OF THE SOUTHWEST CORNER THEREOF) IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 965 RAND RD., DIES PLAINES, ILLINOIS.

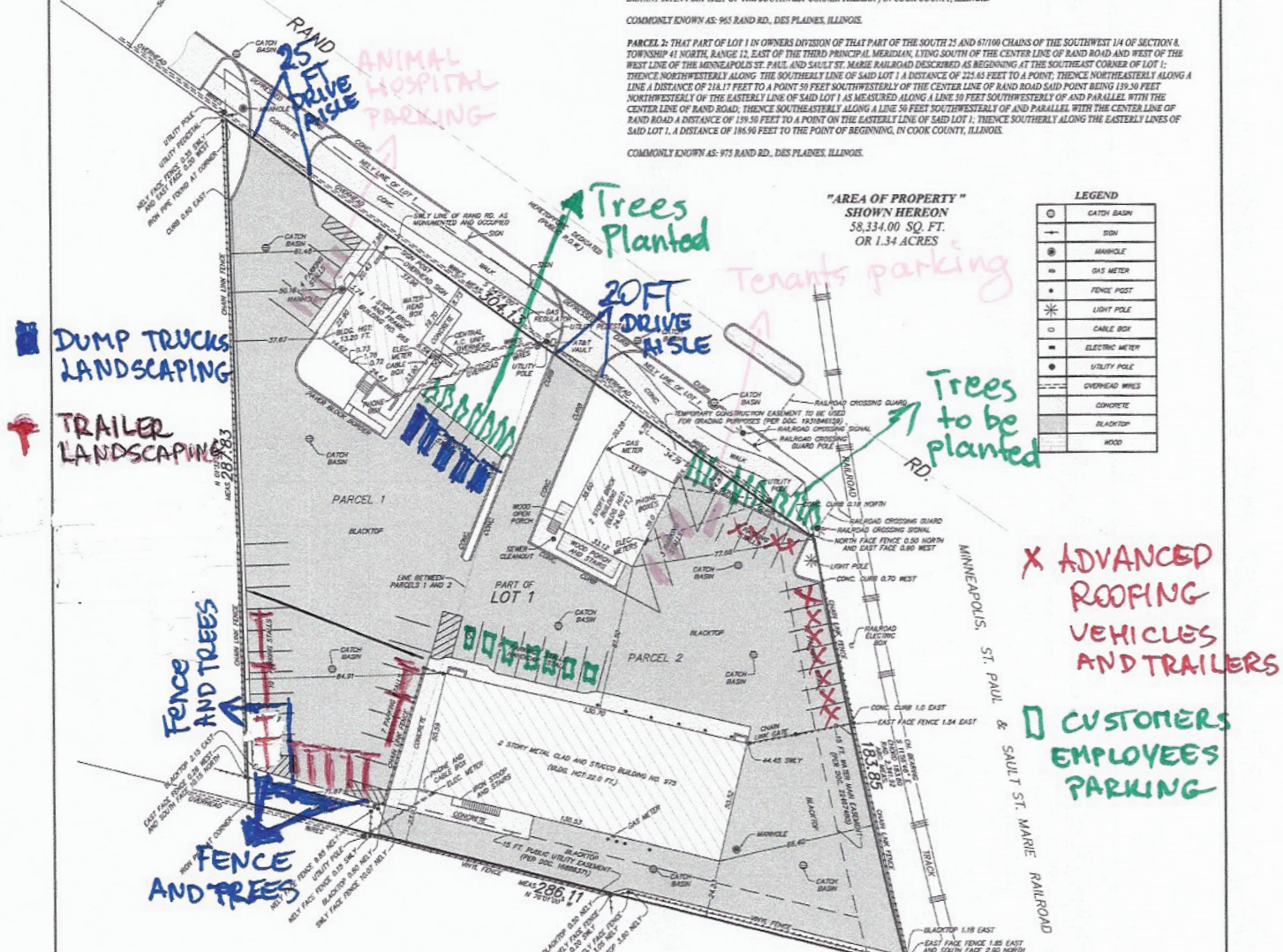
PARCEL 2: THAT PART OF LOT 1 IN OWNERS DIVISION OF THAT PART OF THE SOUTH 25 AND 67109 CHAINS OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF RAND ROAD AND WEST OF THE WEST LINE OF THE MINNEAPOLIS, ST. PAUL, AND SAULT ST. MARIE RAILROAD DESCRIBED AS BEGINNING AT THE SOUTHEAST CORNER OF LOT 1; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 1 A DISTANCE OF 225.45 FEET TO A POINT, THENCE NORTHEASTERLY ALONG A LINE A DISTANCE OF 214.17 FEET TO A POINT 50 FEET SOUTHWESTERLY OF THE CENTER LINE OF RAND ROAD SAID POINT BEING 139.50 FEET NORTHWESTERLY OF THE EASTERLY LINE OF SAID LOT 1 AS MEASURED ALONG A LINE 50 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF RAND ROAD, THENCE SOUTHEASTERLY ALONG A LINE 50 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF RAND ROAD A DISTANCE OF 139.50 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 1, THENCE SOUTHERLY ALONG THE EASTERLY LINES OF SAID LOT 1, A DISTANCE OF 186.90 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 975 RAND RD., DIES PLAINES, ILLINOIS.

"AREA OF PROPERTY"  
SHOWN HEREON  
58,334.00 SQ. FT.  
OR 1.34 ACRES

LEGEND

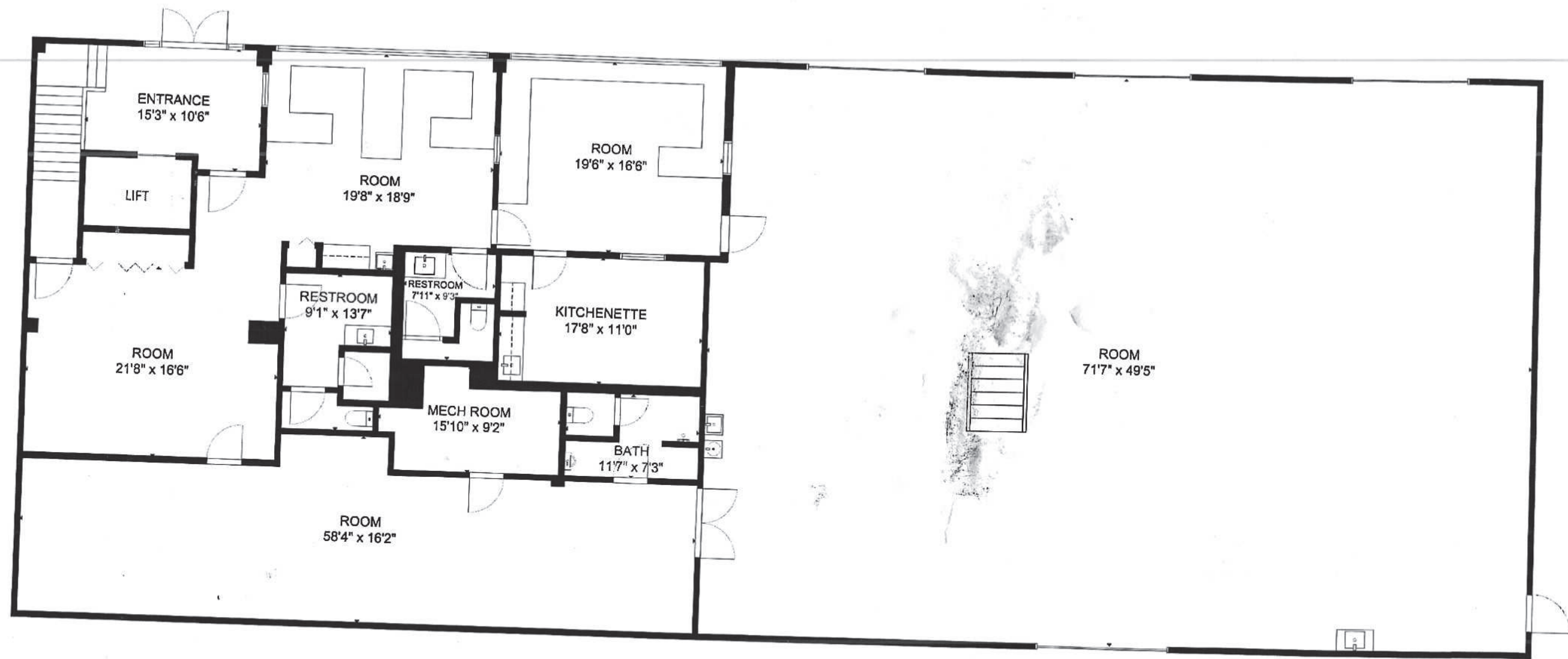
○	CATCH BASIN
—	SDW
●	MANHOLE
○	6/8" METER
●	FENCE POST
*	LIGHT POLE
○	CABLE BOX
○	ELECTRIC METER
○	UTILITY POLE
—	OVERHEAD WIRE
—	CONCRETE
—	BLACKTOP
—	WOOD



NOTE:  
THE PROPERTY SHOWN HEREON REFLECTS MATTERS OF TITLE AS CONTAINED IN CHICAGO TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE COMMITMENT NO. 225780794K, EFFECTIVE DATE: JANUARY 14, 2022.  
THE PROPERTY SHOWN HEREON IS LOCATED IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2 % ANNUAL CHANCE FLOOD PLAIN) PER FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 1701C1017J, EFFECTIVE DATE: AUGUST 19, 2008.  
TOTAL NUMBER OF STRIPED PARKING STALLS SHOWN HEREON = 48 (WHICH INCLUDES 1 HANDICAP STALL)  
THERE IS VISIBLE EVIDENCE OF SIDEWALK OR STREET REPAIRS BEING PERFORMED ON THE DEDICATED RIGHT-OF-WAYS SHOWN HEREON.  
THERE IS NO VISIBLE EVIDENCE OF ANY EARTH MOVING WORK OR EXTERIOR BUILDING CONSTRUCTION BEING PERFORMED ON THE PROPERTY SHOWN HEREON.  
THE PROPERTY SHOWN HEREON IS ZONED C-3 (GENERAL COMMERCIAL DISTRICT) PER THE VILLAGE OF DIES PLAINES ZONING RECORDS.  
THERE ARE NO OFF-SITE EASEMENTS OR SERVITUDES BENEFITING THE PROPERTY SHOWN HEREON.  
AREA OF EXTERIOR FOOTPRINT OF BUILDING NO. 965 SHOWN HEREON IS +/- 1,721.20 SQ. FT.  
AREA OF EXTERIOR FOOTPRINT OF BUILDING NO. 975 SHOWN HEREON IS +/- 6,603.20 SQ. FT.  
AREA OF EXTERIOR FOOTPRINT OF THE 2 STORY BRICK BUILDING SHOWN HEREON IS +/- 1,284.60 SQ. FT.

STATE OF ILLINOIS  
COUNTY OF COOK  
JENS K. DOE PROFESSIONAL LAND SURVEYORS P.C., DOES HEREBY CERTIFY TO: 965 RAND RD, LLC, 975 RAND RD, LLC AND CHICAGO TITLE INSURANCE COMPANY, INC. THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 "MINIMUM STANDARD DETAIL" REQUIREMENTS FOR ALTA/SPS LAND TITLE SURVEYS "JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND SPS, AND THE ILLINOIS ITEMS 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 AND 18 OF TABLE "A" THEREOF. THE FIELD WORK WAS COMPLETED ON MARCH 26, 2022.  
DATED THIS 13TH DAY OF APRIL, 2022.  
**PRELIMINARY COPY**  
**(FOR REVIEW ONLY)**  
KEVIN DUFFY  
(ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3228)  
MY LICENSE EXPIRES 11-30-22

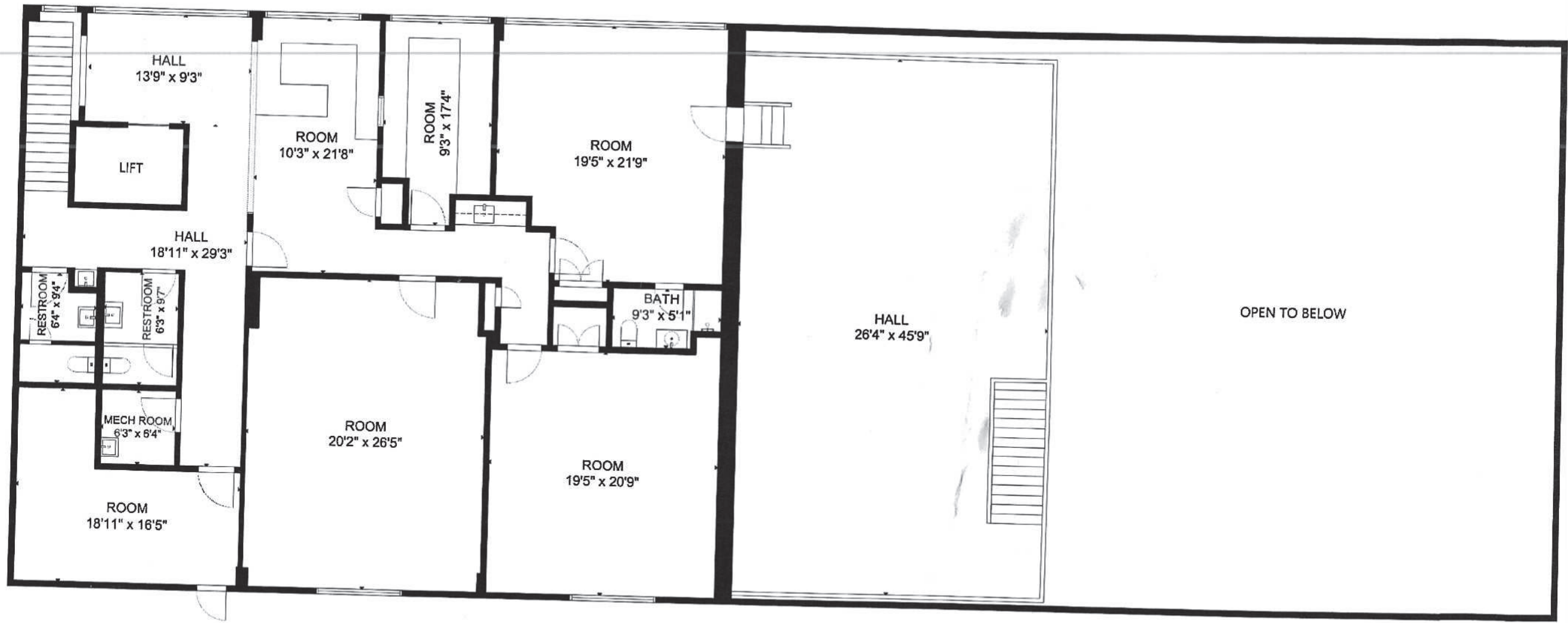
NOTE:  
The legal description and/or area data in a copy of the land survey under printed by the client and for accuracy. MUST be compared with the Client. For building restrictions refer to your Abstract, Deed or Contract.  
Complete distance between points before building and report any discrepancy to this office immediately.  
Distances shown hereon are not to be assumed or scaled.  
Disturbance shown hereon are in red and do not purport thereof.  
Field work completion date: March 26, 2022.  
ORDERED BY:  
ANSANI & ANSANI



FLOOR 1

GROSS INTERNAL AREA  
 TOTAL: 10,591 sq ft  
 FLOOR 1: 6,438 sq ft, FLOOR 2: 4,153 sq ft  
 SIZE AND DIMENSIONS ARE APPROXIMATE, ACTUAL MAY VARY.





FLOOR 2

GROSS INTERNAL AREA  
 TOTAL: 10,591 sq ft  
 FLOOR 1: 6,438 sq ft, FLOOR 2: 4,153 sq ft  
 SIZE AND DIMENSIONS ARE APPROXIMATE, ACTUAL MAY VARY.

**EXHIBIT D**

**UNCONDITIONAL AGREEMENT AND CONSENT**

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

**WHEREAS**, 965 Rand Road LLC ("**Owner**") is the owner of the property commonly known as 965-975 Rand Road, Des Plaines, Illinois ("**Subject Property**"), which Subject Property is located in the C-3 General Commercial of the City ("**C-3 District**"); and

**WHEREAS**, the Subject Property consists of two lots of record as follows: (i) the lot known as 965 Rand Road, which is improved with a one-story commercial building and off-street parking area ("**965 Lot**"); and (ii) the lot known as 975 Rand Road, which is improved with a two-story residential building, a two-story commercial building ("**Commercial Building**"), and an off-street parking area ("**975 Lot**"); and

**WHEREAS**, Landscaping by AD INC ("**Landscaping by AD**") and Advanced Roofing ("**Advanced Roofing**") (collectively, Landscaping by AD and Advanced Roofing are the "**Petitioners**") each lease a tenant space for the purpose of operating a trade contractor use within the Commercial Building on the 975 Lot ("**Proposed Uses**"); and

**WHEREAS**, Ordinance No. Z-14-24 adopted by the City Council of the City of Des Plaines on \_\_\_\_\_, 2024 ("**Ordinance**"), grants approval of the conditional use permits to allow the operation of the Proposed Uses on the Subject Property, subject to certain conditions; and

**WHEREAS**, the Owner and the Petitioners desire to evidence to the City their unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in the Ordinance, and the Owner desires to evidence its consent to recording the Ordinance against the Subject Property;

**NOW, THEREFORE**, the Petitioners and the Owner do hereby agree and covenant as follows:

1. The Petitioners and the Owner shall, and do hereby, unconditionally agree to, accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of the Ordinance.
2. The Petitioners and the Owner acknowledge and agree that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's review and approval of any plans for the Subject Property, or the issuance of any permits for the use and development of the Subject Property, and that the City's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure the Petitioners or the Owner against damage or injury of any kind and at any time.
3. The Petitioners and the Owner acknowledge that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the procedures required by Section 12-4-7 of the City's Zoning Ordinance are followed.

4. The Petitioners agree to and do hereby hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with: (a) the City's review and approval of any plans and issuance of any permits, (b) the approval of the Ordinance including the procedures followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Subject Property, and (d) the performance by Petitioner of its obligations under this Unconditional Agreement and Consent.
  
5. The Petitioners shall, and do hereby agree to, pay all expenses incurred by the City in defending itself with regard to any and all of the claims mentioned in this Unconditional Agreement and Consent. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the City.

ATTEST:

**LANDSCAPING BY A D, INC**

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

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

Print name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

ATTEST:

**ADVANCED ROOFING**

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

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

Print name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

ATTEST:

**965 RAND ROAD LLC**

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

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

Print name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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



FINANCE DEPARTMENT

1420 Miner Street  
Des Plaines, IL 60016  
P: 847.391.5300  
desplainesil.gov

MEMORANDUM

Date: September 25, 2024  
To: Dorothy Wisniewski, City Manager  
From: Agnes Podbial, Director of Finance *AP*  
Subject: Resolution R-166-24, October 7, 2024, Warrant Register

**Recommendation:** I recommend that the City Council approve the October 7, 2024, Warrant Register Resolution R-166-24.

Warrant Register.....\$5,285,123.08

**Estimated General Fund Balance**  
Balance as of 07/31/2024: \$26,584,431  
*Please use caution when evaluating this number as revenues fluctuate dramatically from month to month due to delays in receiving sales tax revenue from the State and 1<sup>st</sup> & 2<sup>nd</sup> installments of property tax revenue.*

**CITY OF DES PLAINES**

**RESOLUTION**

**R-166-24**

**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.**

**October 7, 2024**

# City of Des Plaines

## Warrant Register 10/07/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 100 - General Fund</b>					
<b>Department: 00 - Non Departmental</b>					
1	4160	Real Estate Transfer Tax	9129 Hugger, Diedrie & Stevie	Refund 09/04/24 Real Estate Transfer Tax Refund 09/04/2024	886.00
2	4160	Real Estate Transfer Tax	2179 Parente , Angelo & Irene	Refund 09/04/24 Real Estate Transfer Tax Refund 09/04/2024	840.00
3	4160	Real Estate Transfer Tax	9131 Lazzara, Joseph & Katherine	Refund 09/04/24 Refund for Double Payment on 573 3rd Ave Real Estate Trans Tax	1,310.00
4	4160	Real Estate Transfer Tax	9130 Lukowski, Kenneth A & Janet L	Refund 09/04/24 Real Estate Transfer Tax Refund 09/04/2024	780.00
5	4210	Personal Property Replacement Tax	4999 Des Plaines Public Library	2018-2022 PPRT 2018-2022 PPRT Allocation R-98-24	754,443.17
<b>Total 00 - Non Departmental</b>					<b>758,259.17</b>

<b>Elected Office</b>					
<b>Division: 110 - Legislative</b>					
6	6000	Professional Services	8452 Anderson Legislative Consulting LTD	09-2024 Lobbyist Services - September 2024 R-123-24	5,420.00
7	6000	Professional Services	8453 Raucci & Sullivan Strategies LLC	4550 Lobbyist Services - August 2024 - R-215-23	5,000.00
8	6110	Printing Services	1233 Press Tech Inc	53262 10 Boxes of Business Cards 09/13/2024	300.00
9	7200	Other Supplies	2016 Signarama	44939 Name Tag for Mayor	18.00
<b>Total 110 - Legislative</b>					<b>10,738.00</b>

<b>Division: 120 - City Clerk</b>					
10	6100	Publication of Notices	1050 Journal & Topics Newspapers	193024 Legal Notice - Library Re-Roof 09/04/2024	131.67
11	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8008231449 Shredding Services for 08/09-08/30/2024	65.31
12	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 091024 Water Delivery Service 08/15/2024	28.48
13	7500	Postage & Parcel	1041 Federal Express	8-582-62319 Shipping Charges to Elrod Friedman 07/31/2024	28.30
<b>Total 120 - City Clerk</b>					<b>253.76</b>

<b>Total 10 - Elected Office</b>					<b>10,991.76</b>
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<b>City Administration</b>					
<b>Division: 210 - City Manager</b>					
14	6005	Legal Fees	8897 Emry Murdoch LLC	11762 281-299 River Road Eminent Domain Matter Aug 2024	5,092.93
15	6009	Legal Fees - Admin Hearings/Prosecutions	1735 Cohen Law Firm PC	08-24 Legal Fees - August 2024	900.00
16	6009	Legal Fees - Admin Hearings/Prosecutions	8958 Robbins DiMonte Ltd	267508 Legal Fees - August 2024	7,041.25
17	6010	Legal Fees - Labor & Employment	1127 Clark Baird Smith LLP	672 Legal Fees - August 2024	32,250.00
18	6110	Printing Services	1233 Press Tech Inc	53254 1 Box Business Cards 09/13/2024	30.00
19	6110	Printing Services	1233 Press Tech Inc	53255 3 Boxes Business Cards 09/13/2024	90.00
20	7000	Office Supplies	1644 Warehouse Direct Inc	5786389-0 1 Binder and 1 Set Index Tabs	6.67

# City of Des Plaines

## Warrant Register 10/07/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
21	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 091024	Water Delivery Service 08/15/2024	44.97
<b>Total 210 - City Manager</b>					<b>45,455.82</b>	

<b>Division: 230 - Information Technology</b>						
22	6000	Professional Services	8395 Sentinel Technologies, Inc	INV16416	DNS Project 08/15/2024	229.50
23	6000	Professional Services	8395 Sentinel Technologies, Inc	INV17981	Consulting for Core Switches 08/16/20224	765.00
24	6105	Records Preservation	1370 Microsystems Inc	088791	Records Preservation Scanning for Finance 08/07/2024	300.00
25	6105	Records Preservation	1370 Microsystems Inc	088792	Records Preservation Scanning for Finance 08/21/2024	300.00
26	6140	Leases	5109 Konica Minolta Premier Finance	5031392508	Konica Minolta (Year 1 of 3) Oct 2024, R-176-23	8,109.66
27	6305	R&M Equipment	9133 Chicago Metropolitan Fire Prevention Company	IN00429820	Panic Button Replacement for 6th Floor 03/26/2024	520.46
28	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 091024	Water Delivery Service 08/15/2024	40.97
<b>Total 230 - Information Technology</b>					<b>10,265.59</b>	

<b>Division: 240 - Media Services</b>						
29	6110	Printing Services	1233 Press Tech Inc	53189	1 Box of Business Cards 08/29/2024	30.00
30	6195	Miscellaneous Contractual Services	8955 WasteNot Incorporated	FFO81938-0002	Compost Service and Container Rental for Pumpkin Smash 11/2/24	975.00
31	7000	Office Supplies	1644 Warehouse Direct Inc	5792782-0	2 Desk Folder Sorters & 1 Box of Copy Paper	69.89
<b>Total 240 - Media Services</b>					<b>1,074.89</b>	

<b>Division: 250 - Human Resources</b>						
32	5340	Pre-Employment Testing	1320 IL State Police	20240601755	Fingerprint Background Check Services June 2024	169.50
33	5340	Pre-Employment Testing	1320 IL State Police	20240801755	Fingerprint Background Check Services Aug 2024	84.75
34	5340	Pre-Employment Testing	1267 Northwest Community Hospital	34883	2 New Hire Pre-Employment Testings 08/23-08/29/2024	100.00
35	5340	Pre-Employment Testing	8533 Justifacts Credential Verification	390186	2 Pre-Employment Background Screening Services 8/16-8/22/2024	414.18
36	5345	Post-Employment Testing	1267 Northwest Community Hospital	34685	2 NH Pre-Empl., 1 Post-Empl. Probationary Testing 08/02-08/20/24	66.00
37	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8008231449	Shredding Services for 08/09-08/30/2024	65.31
38	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 091024	Water Delivery Service 08/15/2024	58.97
<b>Total 250 - Human Resources</b>					<b>958.71</b>	

<b>Total 20 - City Administration</b>					<b>57,755.01</b>
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# City of Des Plaines

## Warrant Register 10/07/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Department: 30 - Finance</b>						
39	6110	Printing Services	1233 Press Tech Inc	53210	4 Boxes of Business Cards 08/29/2024	210.00
40	6110	Printing Services	1233 Press Tech Inc	53219	4 Boxes of Business Cards 08/30/2024	90.00
41	6110	Printing Services	1233 Press Tech Inc	53279	3K City Office #10 Window Envelopes 09/13/2024	484.00
42	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8008231449	Shredding Services for 08/09- 08/30/2024	65.31
43	7000	Office Supplies	1644 Warehouse Direct Inc	5781072-0	4 Cartons of Copy Paper	186.00
44	7000	Office Supplies	1644 Warehouse Direct Inc	5783253-0	4 Cartons of Copy Paper	186.00
45	7000	Office Supplies	1644 Warehouse Direct Inc	C5781072-0	Returned 4 Cartons of Paper	(186.00)
46	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 091024	Water Delivery Service 08/15/2024	121.91
47	7200	Other Supplies	8690 ODP Business Solutions LLC	382853467001	10 Binders for Budget	111.37
48	7200	Other Supplies	1644 Warehouse Direct Inc	5781107-0	40 Sets of Indexes for Budget Binders	51.60
<b>Total 30 - Finance</b>					<b>1,320.19</b>	

<b>Community Development</b>						
<b>Division: 410 - Building &amp; Code Enforcement</b>						
49	6000	Professional Services	5215 CoStar Realty Information Inc	121226229	September 2024 Available Property Database	524.81
50	6000	Professional Services	3337 HR Green Inc	179106	July 2024 Plan Review and Inspection Services	5,279.68
51	6000	Professional Services	3337 HR Green Inc	179107	August 2024 Plan Review and Inspection Services	2,231.96
52	6000	Professional Services	6315 B&F Construction Code Services Inc	65805	Plan Review 08/27/24 Project # 1131977	225.00
53	6000	Professional Services	6315 B&F Construction Code Services Inc	65817	Plan Review 08/28/24 Project # 1131930	1,369.26
54	6000	Professional Services	6315 B&F Construction Code Services Inc	65867	Plan Review 09/04/2024 Project # 1131995	225.00
55	6000	Professional Services	6315 B&F Construction Code Services Inc	65873	Plan Review 09/04/24 Project # 1132041	225.00
56	6000	Professional Services	6315 B&F Construction Code Services Inc	65874	Plan Review 09/04/24 Project # 1132086	225.00
57	6000	Professional Services	6315 B&F Construction Code Services Inc	65894	Plan Review 09/05/24 Project # 1132085	225.00
58	6000	Professional Services	6315 B&F Construction Code Services Inc	65895	Plan Review 09/05/24 Project # 1132089	225.00
59	6000	Professional Services	6315 B&F Construction Code Services Inc	65925	Plan Review 09/09/24 Project # 1132147	225.00
60	6000	Professional Services	6315 B&F Construction Code Services Inc	65926	Plan Review 09/09/24 Project # 1132139	808.13
61	6000	Professional Services	6315 B&F Construction Code Services Inc	65974	Plan Review 09/11/24 Project # 1132259	225.00
62	6000	Professional Services	6315 B&F Construction Code Services Inc	65987	Plan Review 09/11/24 Project # 1132260	225.00
63	6000	Professional Services	6315 B&F Construction Code Services Inc	66022	Plan Review 09/05/24 Project # 1131128	500.00

# City of Des Plaines

## Warrant Register 10/07/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount
64	6000	Professional Services	7647 Citywide Elevator Inspection Services Inc	DP5643 August 2024 Elevator Inspection Services	208.00
65	6025	Administrative Services	7961 BridgePay Network Solutions LLC	910249 Utility Web, Business License Trans & EnerGov Fees Aug 2024	0.30
66	6025	Administrative Services	7961 BridgePay Network Solutions LLC	910249 Utility Web, Business License Trans & EnerGov Fees Aug 2024	32.80
67	6110	Printing Services	1233 Press Tech Inc	53223 1,500 City Envelopes 08/30/2024	410.00
68	6195	Miscellaneous Contractual Services	3013 Clauss Brothers Inc	28185 Nuisance Abatement & Grass Cutting Services 07/31-08/29/2024	5,715.60
69	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 091024 Water Delivery Service 08/15/2024	72.44
<b>Total 410 - Building &amp; Code Enforcement</b>					<b>19,177.98</b>

Division: 420 - Planning & Zoning						
70	6100	Publication of Notices	1050 Journal & Topics Newspapers	192870	Legal Notice PZB Mtg 08/07/24	112.86
71	7000	Office Supplies	1644 Warehouse Direct Inc	5779544-1	1" 3-Ring Binders x4	13.16
<b>Total 420 - Planning &amp; Zoning</b>					<b>126.02</b>	

Division: 430 - Economic Development						
72	6000	Professional Services	8799 Ryan LLC	817191	Professional Services TIF Consulting R-99-24 for May-July 2024	5,582.50
<b>Total 430 - Economic Development</b>					<b>5,582.50</b>	

<b>Total 40 - Community Development</b>					<b>24,886.50</b>
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Public Works & Engineering						
Division: 100 - Administration						
73	6300	R&M Software	6055 Axiom Human Resource Solutions Inc	0000061286	Kronos User Fee - August 2024	220.50
<b>Total 100 - Administration</b>					<b>220.50</b>	

Division: 510 - Engineering						
74	7000	Office Supplies	1644 Warehouse Direct Inc	5782581-0	1 Box of Envelopes, 1 Pack of Tape, 1 Pack of Clipboards	41.53
<b>Total 510 - Engineering</b>					<b>41.53</b>	

Division: 520 - Geographic Information Systems						
75	6195	Miscellaneous Contractual Services	1107 Ayres Associates	217783	R-77-24 Task Order No. 3 - Aerial Photography 08/17-09/07/2024	3,962.00
76	6195	Miscellaneous Contractual Services	1060 Municipal GIS Partners Inc	7233	R-201-23 Geographic Information System Support 08/01-08/31/2024	19,170.36
<b>Total 520 - Geographic Information Systems</b>					<b>23,132.36</b>	

Division: 530 - Street Maintenance						
77	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	50635	Tree Removals - 06/04/2024, R-153-23	29,343.50
78	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	50636	Branch Pick Up - 60016 - 08/05-08/16/2024, R-153-23	10,639.00

# City of Des Plaines

## Warrant Register 10/07/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount
79	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	50637 Branch Pick Up - 60018 - 08/19-08/30/2024, R-153-23	10,270.00
80	6175	Tree Plantings	1153 West Central Municipal Conference	0007606-IN 2024-2025 Annual City Membership Dues - R-238-23	575.00
81	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	293533 Plantings - Metropolitan Square - 08/21/2024	2,285.00
82	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	293640 Landscape Maintenance - TIF 1 - 08/31/2024, R-166-22	2,500.33
83	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	293641 Supplemental Watering - 08/31/2024, R-166-22	5,982.30
84	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	293642 City Owned Mowing - 08/31/2024, R-5-24	16,997.89
85	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	293643 Fertilizer & Weed Control - 08/31/2024	4,788.00
86	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	293648 City Owned Mowing - 08/31/2024, R-5-24	1,260.00
87	6195	Miscellaneous Contractual Services	1367 Meade Inc	709719 EVP Repair - Graceland/Thacker - 08/16/2024	434.00
88	6195	Miscellaneous Contractual Services	1367 Meade Inc	709720 EVP Repair - Lee/Prairie - 08/16/2024	434.00
89	6195	Miscellaneous Contractual Services	7706 Lakeshore Recycling Systems LLC	PS622058 Street Sweeping Services - 09/13/2024, R-188-21	18,080.39
90	6325	R&M Street Lights	1044 H&H Electric Co	43993 Light Fixture Replacements - Golf/Wolf - 05/30/2024	5,689.28
91	6325	R&M Street Lights	1044 H&H Electric Co	44016 R1 Streetlight Repairs - Various - 06/07/2024, R-29-22	770.61
92	6325	R&M Street Lights	1044 H&H Electric Co	44018 Signal Testing - Algonquin & River - 06/19/2024, R-29-22	399.65
93	6325	R&M Street Lights	1044 H&H Electric Co	44019 Locate Digup - 1418 Miner - 06/25/2024, R-29-22	683.14
94	6325	R&M Street Lights	1044 H&H Electric Co	44020 Checked Cables - Thacker & Lee - 06/26/2024, R-29-22	225.04
95	6325	R&M Street Lights	1044 H&H Electric Co	44054 Pole Set - Wolf & Stone - 05/30/2024, R-29-22	816.89
96	7020	Supplies - Safety	4093 White Cap LP	50028216868 29 Boxes Black Nitrile Gloves	419.72
97	7020	Supplies - Safety	1520 Russo Power Equipment	SPI20793179 Ear Muffs, Fuel, Leaf Rake, Chain Oil	112.96
98	7020	Supplies - Safety	1520 Russo Power Equipment	SPI20795435 Arborist Helmet & Chainsaw Scabbard	249.98
99	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	40156 Lock & 3 Rakes	87.50
100	7030	Supplies - Tools & Hardware	1520 Russo Power Equipment	SPI20793179 Ear Muffs, Fuel, Leaf Rake, Chain Oil	496.92
101	7035	Supplies - Equipment R&M	8244 Des Plaines Ace Hardware	6509 Hose Shutoff	12.59
102	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10547299 Mum Hanging Baskets - PW	36.00
103	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	150411 6.62 Tons Asphalt - 08/26/2024	436.92
104	7055	Supplies - Street R&M	4177 Uline Inc	182331811 Graffiti Removal Supplies	357.27
105	7055	Supplies - Street R&M	2016 Signarama	44884 100 Temporary No Parking Signs	847.32
106	7055	Supplies - Street R&M	1732 High Star Traffic	7489 110 Aluminum Sign Blanks	1,359.00
107	7055	Supplies - Street R&M	1732 High Star Traffic	7817 90 Barricades	4,379.50
108	7200	Other Supplies	1057 Menard Incorporated	40399 Degreaser, Cable Ties, Clip Boxes	141.23

# City of Des Plaines

## Warrant Register 10/07/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount
109	7200	Other Supplies	1057 Menard Incorporated	40703A Degreaser	59.64
110	7320	Equipment < \$5,000	1520 Russo Power Equipment	SPI20795436 Cover, Bar Light, Chain Loop, Bar	184.96
<b>Total 530 - Street Maintenance</b>					<b>121,355.53</b>

<b>Division: 535 - Facilities &amp; Grounds Maintenance</b>						
111	6000	Professional Services	2506 Trotter & Associates Inc	23851	TO#7 Switchgear Engineering-City Hall-07/29-08/31/2024, R-219-23	591.50
112	6000	Professional Services	2506 Trotter & Associates Inc	23852	TO#10 Generator Analysis-City Hall-07/29-08/31/2024, R-218-22	169.00
113	6195	Miscellaneous Contractual Services	8826 Chem-Wise Pest Management	1288003	Pest Control - PW - 08/28/2024	50.00
114	6195	Miscellaneous Contractual Services	8826 Chem-Wise Pest Management	1294891	Pest Control - History Center - 09/17/2024	50.00
115	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4203371306	Mat Service - Metra Train Station - 08/28/2024	40.70
116	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4203999101	Mat Service - Metra Train Station - 09/04/2024	40.70
117	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4203999190	Mat Service - Police Station - 09/04/2024	95.05
118	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4204836790	Mat Service - Metra Train Station - 09/11/2024	40.70
119	6195	Miscellaneous Contractual Services	9023 Granite Telecommunications LLC	659388747	Communications Call Boxes Aug 2024 - Civic Deck	300.10
120	6195	Miscellaneous Contractual Services	5214 State Industrial Products	903486413	Drain Maintenance Program 09/08/2024 - City Hall	119.41
121	6315	R&M Buildings & Structures	1025 Bedco Inc	100175	HVAC Preventative Maintenance - 09/10/2024, R-220-22	1,380.00
122	6315	R&M Buildings & Structures	1025 Bedco Inc	100175	HVAC Preventative Maintenance - 09/10/2024, R-220-22	2,817.50
123	6315	R&M Buildings & Structures	1135 Colley Elevator Co	263217	Elevator Inspection - Theater - 08/01/2024	196.00
124	6315	R&M Buildings & Structures	1135 Colley Elevator Co	265097	Elevator Inspection - Theater - 07/16/2024	864.00
125	6315	R&M Buildings & Structures	9023 Granite Telecommunications LLC	659413004	Elevator Call Box Install - Police - 09/01/2024	567.85
126	6315	R&M Buildings & Structures	7599 JF Ahern Company	675786	Clean Agent Fire Inspection - City Hall IT - 09/01/2024	523.00
127	6315	R&M Buildings & Structures	7599 JF Ahern Company	677642	Hood Inspection - Theater - 09/01/2024	580.00
128	6315	R&M Buildings & Structures	7599 JF Ahern Company	677644	Hood Inspection - Fire Station #61 - 09/01/2024	580.00
129	6315	R&M Buildings & Structures	1237 Pro-Line Door Systems Inc	98144	Overhead Door Repair - EMA - 08/26/2024	3,681.40
130	6315	R&M Buildings & Structures	1237 Pro-Line Door Systems Inc	98193	Furnish & Install Trolley Operator - 09/06/2024	4,600.00
131	6315	R&M Buildings & Structures	1237 Pro-Line Door Systems Inc	98218	Door Rewiring - Fire Station #63 - 09/09/2024	500.00
132	6315	R&M Buildings & Structures	8772 Helm Service	CHI198593	Service Call - City Hall Server Room - 08/19/2024, R-14-24	1,032.84
133	6315	R&M Buildings & Structures	8772 Helm Service	CHI198688	Service Call - City Hall Basement - 08/23/2024, R-14-24	2,331.62

# City of Des Plaines

## Warrant Register 10/07/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount
134	6315	R&M Buildings & Structures	8772 Helm Service	CHI198740 HVAC Repair - Coffee Shop - 09/01/2024, R-14-24	1,714.00
135	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-92117-Q7G3 Elevator Inspections - CH, PD, Metro, Library - 09/01/2024	499.00
136	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-92117-Q7G3 Elevator Inspections - CH, PD, Metro, Library - 09/01/2024	180.00
137	6315	R&M Buildings & Structures	8049 Cross Points Sales Inc	P 82238 Fire Alarm Inspection - Theater - 08/22/2024	548.00
138	6315	R&M Buildings & Structures	8049 Cross Points Sales Inc	P 82264 Fire Alarm Testing - Theater - 08/22/2024	268.00
139	6315	R&M Buildings & Structures	8049 Cross Points Sales Inc	P 82299 Fire Alarm Service - City Hall - 09/11/2024	350.00
140	6315	R&M Buildings & Structures	9086 Hammer Construction LLC	PrkgRepr PayApp1 Parking Deck Maintenance Repairs - 07/26-09/16/2024, R-109-24	10,800.00
141	7020	Supplies - Safety	4177 Uline Inc	182710537 Gloves, Office Desk, File Cabinet - CED	432.00
142	7025	Supplies - Custodial	1028 Case Lots Inc	26486 Can Liners & Paper Towels - City Hall	618.20
143	7025	Supplies - Custodial	1029 Cintas Corporation	4203371281 Cleaners, Paper Towels, Soap, Mat, Scrubs, Etc. - PW	194.90
144	7025	Supplies - Custodial	1029 Cintas Corporation	4203999217 Cleaners, Paper Towels, Soap, Mat, Scrubs, Etc. - PW	219.21
145	7025	Supplies - Custodial	1029 Cintas Corporation	4204836853 Cleaners, Paper Towels, Soap, Mat, Scrubs, Etc. - PW	194.90
146	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	8071970 Power Spin Drain Gun	49.98
147	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	0524728 Screws - Fire Station #61	1.38
148	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1154027 Deadlatch - Fire Station #61	60.38
149	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1155411 New Master B Core - Police Station	138.85
150	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1155563 Door Windows - Police Station	220.00
151	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2072869 Cleanout Plug & Bushing - Fire Station #61	7.13
152	7045	Supplies - Building R&M	1527 Sherwin-Williams Company, The	3317-0 Paint, Brushes, Paint Tray, Etc. - Food Pantry	105.13
153	7045	Supplies - Building R&M	1057 Menard Incorporated	39735 Door Sweep & Sealant - Fire Station #63	22.77
154	7045	Supplies - Building R&M	1057 Menard Incorporated	39748 Water Lines & Fittings - Police Station	28.97
155	7045	Supplies - Building R&M	1057 Menard Incorporated	39787 Returned Door Lever - City Hall	(131.99)
156	7045	Supplies - Building R&M	1057 Menard Incorporated	39788 Door Lever - Fire Station #61	119.99
157	7045	Supplies - Building R&M	1057 Menard Incorporated	39789 Ice Maker Kit - Police Station	12.93
158	7045	Supplies - Building R&M	1057 Menard Incorporated	39791 Hex Heads & Ant Bait - Fire Station #63	19.66
159	7045	Supplies - Building R&M	1057 Menard Incorporated	39798 Rod, Dish Soap, Washers, Nuts, Etc. Police Station	47.80
160	7045	Supplies - Building R&M	1057 Menard Incorporated	39801 Brackets, Pole, Screws, Paint, Shelving - Fire Station #61	204.61

# City of Des Plaines

## Warrant Register 10/07/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
161	7045	Supplies - Building R&M	1057 Menard Incorporated	39814	Heavy Duty Shelving - Police Station Janitor Closet	79.98
162	7045	Supplies - Building R&M	1057 Menard Incorporated	40202	Washers & P-Trap - Fire Station #63	6.88
163	7045	Supplies - Building R&M	1057 Menard Incorporated	40398	Framing Lumber & Plywood Sheathing - Fire Station #61	36.37
164	7045	Supplies - Building R&M	1057 Menard Incorporated	40415	P-Trap, Silicone, Hole Cover, PVC, Etc. - Fire Station #61	91.74
165	7045	Supplies - Building R&M	1057 Menard Incorporated	40417	Reamer & PVC Pipe - Fire Station #61	16.98
166	7045	Supplies - Building R&M	1057 Menard Incorporated	40426	LED Bulbs - PW	54.96
167	7045	Supplies - Building R&M	1057 Menard Incorporated	40454	Garage Door Lube & Penetrant - PW	24.46
168	7045	Supplies - Building R&M	1057 Menard Incorporated	40461	Returned PVC Wye, Elbow, Adapter, Etc. - Fire Station #61	(53.31)
169	7045	Supplies - Building R&M	1057 Menard Incorporated	40465	Cleanout Adapter, Plug, Tube, Joint Washers - Fire Station #61	19.41
170	7045	Supplies - Building R&M	1057 Menard Incorporated	40468	Steel Rollers, Garage Door Hinges, Garage Door Lube - PW	52.95
171	7045	Supplies - Building R&M	1057 Menard Incorporated	40471	Hardboard, Hose, Duct Tape, Foam Seal - Police Station	124.71
172	7045	Supplies - Building R&M	1057 Menard Incorporated	40477	Keysafe Box - Police Station	29.97
173	7045	Supplies - Building R&M	1057 Menard Incorporated	40488	Painters Plastic & Drop Cloth - Police Station	85.67
174	7045	Supplies - Building R&M	1057 Menard Incorporated	40569	Mixer, Concrete Mix, Pothole Patch, Pail - Fire Station #63	34.62
175	7045	Supplies - Building R&M	1057 Menard Incorporated	40575	Angle, Hardener, Filler, Door Sweep, Etc. - Fire Station #63	75.85
176	7045	Supplies - Building R&M	1057 Menard Incorporated	40576	Rod, Sealant, Fluorescent Bulbs - Fire Station #63	61.40
177	7045	Supplies - Building R&M	1057 Menard Incorporated	40583	2 LED Lights - Fire Station #63	99.98
178	7045	Supplies - Building R&M	1057 Menard Incorporated	40701	Caulk - Fire Station #61	18.76
179	7045	Supplies - Building R&M	1527 Sherwin-Williams Company, The	4372-4	Paint - Fire Station #63	51.99
180	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4524194	Faucet - Fire Station #61	259.00
181	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	5022740	Fireblock Spray Foam - Police Station	15.94
182	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	5022741	Bucket, Flex Seal, Silicone, Brush - Roof Patch for Library	52.91
183	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	6408	Quarter Turn Water Valve - History Center	13.49
184	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	6458	Fasteners - City Hall	2.54
185	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	6479	Chain Jack, Key Rings, Bolt Eyes - Police Station	11.63
186	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	6525309	Steel Saw Blade - Police Station	38.97
187	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8512543	Water Lines - Police Station	15.22
188	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8600755	Ball Bearing Hinge & Gorilla Patch Seal - Fire Station #63	37.88



# City of Des Plaines

## Warrant Register 10/07/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
189	7045	Supplies - Building R&M	1043 WW Grainger Inc	9189710693	2 Lightbulbs - Fire Station #62	32.12
190	7045	Supplies - Building R&M	1043 WW Grainger Inc	9198088834	PVC Fittings - Police Station	9.08
191	7045	Supplies - Building R&M	1043 WW Grainger Inc	9227595403	Motion Sensor Faucet - Metra Train Station	441.39
192	7045	Supplies - Building R&M	1043 WW Grainger Inc	9244313442	Bulb Replacements - PW	429.30
193	7045	Supplies - Building R&M	4583 Argon Electric Company, Inc	9834	3-OM5 Fiber Cable Reels - Police Department	10,638.00
194	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/072053	Fuse - Fire Station #61	21.45
195	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/072054	Plug - PW	81.29
196	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/072304	Plug - City Hall	81.29
197	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	X89105	Wire & Pull Boxes - Metra Train Station	169.25
198	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	X95725	Door Access Readers & Controllers - Stock	3,523.20
199	7140	Electricity	1033 ComEd	0824348000-09/24	Electricity Service 08/07-09/06/2024	26.20
200	7140	Electricity	1033 ComEd	1119445000-09/24	Electricity Service 08/07-09/05/2024 FINAL	25.32
201	7140	Electricity	1033 ComEd	1685345000-09/24	Electricity Service 08/07-09/05/2024 FINAL	25.32
202	7140	Electricity	1033 ComEd	3011245000-09/24	Electricity Service 08/07-09/06/2024	47.23
203	7140	Electricity	1033 ComEd	3107035000-09/24	Electricity Service 08/07-09/06/2024	1,184.94
204	7140	Electricity	1033 ComEd	3329105000-09/24	Electricity Service 08/07-09/06/2024	27.65
205	7140	Electricity	1033 ComEd	3508735000-09/24	Electricity Service 08/07-09/06/2024	31.04
206	7140	Electricity	1033 ComEd	4441545000-09/24	Electricity Service 08/07-09/06/2024	30.72
207	7140	Electricity	1033 ComEd	4572894000-09/24	Electricity Service 08/07-09/06/2024	368.86
208	7140	Electricity	1033 ComEd	5423445000-09/24	Electricity Service 08/07-09/06/2024	104.99
209	7140	Electricity	1033 ComEd	5469245000-09/24	Electricity Service 08/07-09/06/2024	106.91
210	7140	Electricity	1033 ComEd	5481145000-09/24	Electricity Service 08/07-09/05/2024 FINAL	25.32
211	7140	Electricity	1033 ComEd	6037992222-09/24	Electricity Service 08/07-09/06/2024	38.86
212	7140	Electricity	1033 ComEd	6162935000-09/24	Electricity Service 08/07-09/06/2024	45.21
213	7140	Electricity	1033 ComEd	6675145000-09/24	Electricity Service 08/07-09/05/2024 FINAL	25.32
214	7140	Electricity	1033 ComEd	7212912000-09/24	Electricity Service 08/07-09/08/2024	131.56
215	7140	Electricity	1033 ComEd	7701345000-09/24	Electricity Service 08/07-09/06/2024	26.20
216	7140	Electricity	1033 ComEd	9377735000-09/24	Electricity Service 08/07-09/05/2024 FINAL	25.32



# City of Des Plaines

## Warrant Register 10/07/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
217	7140	Electricity	1033 ComEd	9855725000-09/24	Electricity Service 08/07-09/06/2024	62.47
218	7200	Other Supplies	1057 Menard Incorporated	40455	20 Cases Bottled Water - City Hall	57.80
219	8010	Furniture & Fixtures	8899 Bradford Systems Corporation	17583-3	2 Lockers - Police Station	4,007.75
220	8010	Furniture & Fixtures	4177 Uline Inc	182587272	Partition Connectors, Desk, File Cabinet, Partition - CED	4,488.15
221	8010	Furniture & Fixtures	4177 Uline Inc	182710537	Gloves, Office Desk, File Cabinet - CED	2,199.71
222	8010	Furniture & Fixtures	1043 WW Grainger Inc	9219807618	4 Chair Mats - City Hall CED	145.36
223	8010	Furniture & Fixtures	1043 WW Grainger Inc	9241162933	Returned Chair Mat - City Hall CED	(36.34)
224	8010	Furniture & Fixtures	1043 WW Grainger Inc	9242919992	Chair Mat - City Hall CED	36.34
<b>Total 535 - Facilities &amp; Grounds Maintenance</b>					<b>68,122.70</b>	

### Division: 540 - Vehicle Maintenance

225	6040	Waste Hauling & Debris Removal	2214 Liberty Tire Recycling	2814011	95 Tires Recycled - 09/04/2024	317.39
226	6115	Licensing/Titles	8938 James Drive Safety Lane LLC	1691	Safety Lane Inspection - PW - August 2024	225.00
227	6115	Licensing/Titles	8752 Milam, Jordan	Reimb 09/04/2024	CDL Reimb - Mechanic 09/04/2024 Expires 09/04/2028	30.00
228	6135	Rentals	1029 Cintas Corporation	4203470816	Mechanic's Uniform Rental - 08/28/2024	213.21
229	6135	Rentals	1029 Cintas Corporation	4204313385	Mechanic's Uniform Rental - 02/07/2024	212.16
230	6135	Rentals	1029 Cintas Corporation	4204929124	Mechanic's Uniform Rental - 09/11/2024	212.16
231	6195	Miscellaneous Contractual Services	8481 Linde Gas & Equipment Inc	44154002	Cylinder Rental - 06/20/2024-07/20/2024	1,191.63
232	6305	R&M Equipment	1203 Standard Industrial & Automotive Equipment Inc	WO-02228	Air Dryer Repair - PW 5PW5 - 08/08/2024	1,023.82
233	6310	R&M Vehicles	1089 Autokrafters of Des Plaines	1500	Body Damage Repair - Police 6901 - 08/30/2024	3,355.77
234	6310	R&M Vehicles	1278 Dave & Jim's Auto Body Inc	24547	Front End Alignment - Police 6078 - 08/27/2024	100.00
235	6310	R&M Vehicles	2016 Signarama	44946	Fabricate & Install Door Decals 09/05/2024 - PW	411.00
236	6310	R&M Vehicles	8811 WashU Speedy Shine LLC	458	5 Car Washes, August 2024 - PW	30.00
237	6310	R&M Vehicles	1643 Golf Mill Ford	917599	AWD Module Replace - Police 6104 - 09/10/2024	911.90
238	6310	R&M Vehicles	1643 Golf Mill Ford	917680	AWD Module Replace - Police 6103 - 09/11/2024	911.90
239	6310	R&M Vehicles	1575 Pirtek O'Hare	OH-T00032844	A/C Hose - Fire 7607 - 08/27/2024	298.86
240	7030	Supplies - Tools & Hardware	9060 Imperial Supplies LLC	I001AI3899	Steel Base - PW Shop	130.31
241	7030	Supplies - Tools & Hardware	8751 Gornik, Piotr	Reimb 09/20	2024 Tool Reimbursement for Mechanic	500.00
242	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	903691	Radial Seal Filter & Air Filter - PW 5040 & Stock	185.73
243	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	903797	Air Filter & Radial Seal Filter - PW 5134	55.89

# City of Des Plaines

## Warrant Register 10/07/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
244	7035	Supplies - Equipment R&M	1088 Atlas Bobcat LLC	HZ5360	Drive Belt - PW 5041	405.57
245	7035	Supplies - Equipment R&M	1520 Russo Power Equipment	SPI20799635	Primer Bulb - PW Stock	11.68
246	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_419710	Wiring, Hoses, Clamps, & Light - Fire Stock	400.91
247	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_421025	Returned LED Lights - Fire Stock	(233.22)
248	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_422043	Brake Pads - Fire 7707	215.02
249	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0469052	Tie Rod Ends & Filters - Police Stock	296.56
250	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	102543679	Rivets & Brass Fittings - Fire Stock	110.53
251	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	102586543	Brass Fittings, Fuses, Shrink Tubing, Tape, Etc. - PW Stock	603.74
252	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280163689	4 Drive Tires - PW 5083	1,475.00
253	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280164718	16 Police Tires - Police Stock	2,277.64
254	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280164989	4 Ambulance Tires - Fire 7707	1,609.32
255	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3038546650	Filter Dryer & A/C Line - PW 5083	535.00
256	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	411121172	2 Tires - Police 6078	285.26
257	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	579142P	Brake Reservoir Cap - Police 6078	27.64
258	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	579198P	Clip - Police Stock	1.00
259	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	579758P	Tie Rod End - Police 6091	74.76
260	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	579837P	Motor Housing & Bracket - Police 6084	222.66
261	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	579868P	Motor Housing, Insulator, & Bracket - Police Stock	341.20
262	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	579965P	Fan Motor - Police 6088	292.36
263	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	580068P	Rear Shocks & Bolts - Police 6093	324.50
264	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	903398	4 Panel Filters - PW 5099	128.75
265	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	903796	Brake Kit, Rotors, Pads - Police 6087 & Stock	729.39
266	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	903836	Diesel Exhaust Fluid - Fire Stock	927.20
267	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	903889	Screw Kit, Panel Filters, Spin On Filters - PW Stock	101.92
268	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	903983	Batteries, Cores, DEF - Fire 7709, 7610, PW Stock	959.28
269	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	904009	Warranty & Cores Returned - Fire Stock	(475.36)
270	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	904994	Brake Shoes, Rotors, Air Filter - PW 2033	388.93
271	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P30197	LED Lights - Fire 7607	284.97

# City of Des Plaines

## Warrant Register 10/07/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount
272	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101169369:01 Radiator Warranty Credit - Fire 7706 - 07/26/2024	(860.99)
273	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101169955:01 Steering Box & Harness - PW 5089	1,689.24
274	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101173461:01 Air Lines & Trans Cooler Lines - PW 5099 & PW Stock	373.00
275	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101174507:01 Core Credit - PW 5089	(537.99)
276	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101174537:01 Rocker Switch - PW 5093	28.99
277	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101175154:01 Trans Bolts - PW 5099 & PW Stock	55.68
278	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101175201:01 Nitrogen Oxide Sensor - Fire 7707	861.76
279	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101175700:01 Filters - Fire Stock	1,759.85
280	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101175702:01 Fuel Sensor Kit - Fire 7707	61.24
281	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101175711:01 Soot Sensor - Fire 7607	224.31
282	7040	Supplies - Vehicle R&M	2202 TransChicago Truck Group	X101560593:01 Rocker Switch - PW 5093	33.15
283	7120	Gasoline	1014 Al Warren Oil Company Inc	W1680801 5,000 Gals Unleaded Gasoline - 08/30/2024, R-189-23	11,225.90
284	7120	Gasoline	1014 Al Warren Oil Company Inc	W1683994 3,999 Gals Unleaded Gas - 09/12/2024, R-189-23	9,084.57
285	7130	Diesel	1014 Al Warren Oil Company Inc	W1680802 2,000 Gals Bio Diesel Fuel - 08/30/2024, R-189-23	4,302.96
286	7130	Diesel	1014 Al Warren Oil Company Inc	W1683995 3,000 Gals Bio Diesel - 09/10/2024, R-189-23	6,935.52
287	7320	Equipment < \$5,000	1043 WW Grainger Inc	9250406320 Steel Nozzle Kit - PW	25.72
<b>Total 540 - Vehicle Maintenance</b>					<b>57,901.85</b>

<b>Total 50 - Public Works &amp; Engineering</b>	<b>270,774.47</b>
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Police Department						
Division: 610 - Uniformed Patrol						
288	5325	Training	1261 North East Multiregional Training Inc	361195	Frontline Leader Class (1 SGT) 8/28/2024	200.00
289	5325	Training	1261 North East Multiregional Training Inc	361288	Vortex Vehicle Ops and Rescue 8/19-8/20/2024 (2 Ofc)	325.00
290	5325	Training	7736 Velan Solutions LLC	927	Peer Support Training 10/8-10/30/2024 (3 Officers)	1,500.00
291	6110	Printing Services	1233 Press Tech Inc	53239	2 Boxes of Business Cards 8/30/2024	60.00
292	6195	Miscellaneous Contractual Services	8845 Lock N Charge Technologies LLC	S02471A	Cloud Storage for Patrol MDT's 07/11/2024-07/10/2025	2,160.00
293	7200	Other Supplies	8244 Des Plaines Ace Hardware	6496	Cable Ties	30.58
294	7200	Other Supplies	1043 WW Grainger Inc	9230974033	Road Flares	3,180.30
295	7300	Uniforms	1244 Ray O'Herron Company Inc	2364891	Name Tags for New Officer	35.95

# City of Des Plaines

## Warrant Register 10/07/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
296	7300	Uniforms	1244 Ray O'Herron Company Inc	2365697	Uniforms for New Officer	356.41
<b>Total 610 - Uniformed Patrol</b>						<b>7,848.24</b>

<b>Division: 620 - Criminal Investigation</b>						
297	6015	Communication Services	7631 T-Mobile USA Inc	9579100625	Cell Location Services 5/1-8/12/2024 for Investigation-ID x8845	50.00
298	6015	Communication Services	7631 T-Mobile USA Inc	9579100626	Cell Location Services 5/1-8/12/2024 for Investigation-ID x8921	50.00
299	6110	Printing Services	1233 Press Tech Inc	53240	1 Box of Business Cards 8/30/2024	30.00
300	6195	Miscellaneous Contractual Services	1517 Trans Union LLC	08441957	Investigations Database 7/26-8/25/2024	631.29
301	6195	Miscellaneous Contractual Services	1572 LexisNexis Risk Solutions	1037713-20240831	Investigations Database 8/1-8/31/2024	279.75
302	6195	Miscellaneous Contractual Services	1683 Thomson Reuters	850707766	Investigations Database 8/1-8/31/2024	385.62
<b>Total 620 - Criminal Investigation</b>						<b>1,426.66</b>

<b>Division: 630 - Support Services</b>						
303	6000	Professional Services	5975 Aero Removals Trisons Inc	21137CR486	Removal and Transport of 3 Deceased August 2024	1,275.00
304	6015	Communication Services	8484 PTS Communications Inc	2126853	3 Public Pay Phones Monthly Fee 10/1-10/31/2024	225.00
305	6110	Printing Services	1233 Press Tech Inc	53238	1 Box of Business Cards 8/30/2024	30.00
306	6110	Printing Services	1233 Press Tech Inc	53265	5 Boxes of Business Cards 8/30/2024	150.00
307	6110	Printing Services	1233 Press Tech Inc	53288	1 Box of Business Cards 9/13/2024	30.00
308	6110	Printing Services	1142 Copyset Printing Company	64426	1000 Prisoner Property Inventory Forms 08/23/2024	186.00
309	6110	Printing Services	1142 Copyset Printing Company	64503	1000 Automobile Release Forms 09/05/2024	296.00
310	6110	Printing Services	1142 Copyset Printing Company	64533	FOIA Request Cards (2,000) 09/17/2024	184.00
311	6185	Animal Control	4125 Golf Rose Boarding & Grooming	18766	Stray Animal Impoundment August 2024 (3)	1,199.55
312	6195	Miscellaneous Contractual Services	8566 Andy Frain Services Inc	363835	2024 Crossing Guard Services 8/1-8/30/2024	23,946.96
313	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8008231449	Shredding Services for 08/09-08/30/2024	326.55
314	6310	R&M Vehicles	8811 WashU Speedy Shine LLC	462	80 Car Washes August 2024	480.00
315	6345	R&M Police Range	3882 Best Technology Systems Inc	BTL-24020-7	2024 Service Agreement for Range Cleaning and Maint 8/29/2024	703.40
316	7000	Office Supplies	1644 Warehouse Direct Inc	5780669-0	AAA Batteries	59.18
317	7000	Office Supplies	1644 Warehouse Direct Inc	5790153-0	Paper, Highlighters and Napkins	370.92
318	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 091024	Water Delivery Service 08/15/2024	78.44

# City of Des Plaines

## Warrant Register 10/07/2024

Line #	Account		Vendor	Invoice	Invoice Description	Amount
319	7200	Other Supplies	1644 Warehouse Direct Inc	5790153-0	Paper, Highlighters and Napkins	13.50
320	7300	Uniforms	5705 Artistic Engraving	23711	13 Badges and 3 Hat Shields	2,267.68
321	7525	Meals	1076 Sam's Club Direct	7282	Prisoner Meals (8) Juice (7) Hot Pocket	181.12
322	8000	Computer Software	8154 DACRA Tech LLC	DT 2024-08-031	Dacra Software Licensing 8/1/-8/31/2024	3,250.00
<b>Total 630 - Support Services</b>						<b>35,253.30</b>

<b>Total 60 - Police Department</b>	<b>44,528.20</b>
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Fire Department						
Division: 100 - Administration						
323	6310	R&M Vehicles	8811 WashU Speedy Shine LLC	461	6 Car Wash - August 2024	36.00
324	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 091024	Water Delivery Service 08/15/2024	46.97
325	7300	Uniforms	3212 On Time Embroidery Inc	124193	1 Pair of Boot - Fire Chief	199.00
326	7300	Uniforms	3212 On Time Embroidery Inc	124820	2 Pants - Division Chief	164.00
<b>Total 100 - Administration</b>						<b>445.97</b>

Division: 710 - Emergency Services						
327	5325	Training	1291 Elevated Safety LLC	INV00006531	Rope Rescue Training Class - 08/26/2024 - 1 Paramedic	1,300.00
328	5325	Training	1291 Elevated Safety LLC	INV00006581	Rope Rescue Class 08/26/2024 - 2 Paramedics	2,600.00
329	5345	Post-Employment Testing	1267 Northwest Community Hospital	34694	6 Fire Annual Physicals 8/5-8/23/2024, 1 NH Testing 8/13/24	2,220.00
330	6015	Communication Services	9023 Granite Telecommunications LLC	659345868	Communication Call Boxes Stations 61, 62, 63 - 08/01 -08/31/2024	153.80
331	6035	Dispatch Services	5973 Emergency Twenty Four Inc	88471	Elevator Alarm Dispatch Fees - August 2024	1,420.00
332	6195	Miscellaneous Contractual Services	8263 Eagle Engraving Inc	2024-6220	Retirement Engraving Metal Sign 08/27/2024 - Engineer	37.00
333	6195	Miscellaneous Contractual Services	8263 Eagle Engraving Inc	2024-6266	Retirement Metal Sign Engraving 08/29/24 - Engineer	52.00
334	6195	Miscellaneous Contractual Services	8263 Eagle Engraving Inc	2024-6487	Engraving for 2 Award Plaques 09/11/2024	79.00
335	6305	R&M Equipment	1157 Wirfs Industries Inc	33900	Replace Rung on Ground Ladder - 08/30/2024	262.00
336	6305	R&M Equipment	9128 C Haling and Sons	B 005787	Repair and Service for Boat Motor 07/22/2024	777.88
337	6315	R&M Buildings & Structures	9132 Easy Ice	00519	Replace Compressor on Ice Maker - Station 61 - 09/11/2024	530.00
338	6315	R&M Buildings & Structures	7952 Emerald Restaurant Service	101195	Service Call for Oven - Station 63 08/28/2024	1,501.86
339	6315	R&M Buildings & Structures	1237 Pro-Line Door Systems Inc	98223	Repair of Station 61 Bay Door - 09/10/2024	448.80
340	7000	Office Supplies	1644 Warehouse Direct Inc	5776484-0	Label Tape	88.12
341	7000	Office Supplies	1644 Warehouse Direct Inc	5779230-0	Label Tape	89.22

# City of Des Plaines

## Warrant Register 10/07/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
342	7000	Office Supplies	1644 Warehouse Direct Inc	5780883-0	2 Boxes Highlighters, 1 Box Folders, Misc. Office Supplies	124.84
343	7000	Office Supplies	1644 Warehouse Direct Inc	5792708-0	2 Dozen Markers	38.58
344	7000	Office Supplies	1644 Warehouse Direct Inc	C5776484-0	Label Tape	(88.12)
345	7025	Supplies - Custodial	1043 WW Grainger Inc	9229427894	10 Cleaning Bricks	47.30
346	7025	Supplies - Custodial	1043 WW Grainger Inc	9236806403	5 Cases Laundry Detergent	(553.00)
347	7025	Supplies - Custodial	1043 WW Grainger Inc	9236967155	5 Cases Laundry Detergent	520.30
348	7025	Supplies - Custodial	1043 WW Grainger Inc	9237208500	2 Boxes Garage Bags, 1 Bottle Cleaner, Misc, Cleaning Supplies	524.01
349	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	7970065	100 Tough Totes	332.66
350	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	7970065	100 Tough Totes	332.67
351	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	7970065	100 Tough Totes	332.67
352	7200	Other Supplies	1046 Hinckley Spring Water Co	22728338 082924	59- 24 Packs of Water for Fire Vehicles	527.37
353	7200	Other Supplies	1644 Warehouse Direct Inc	5791786-0	2 Boxes Cutlery Combo	24.78
354	7200	Other Supplies	1047 Home Depot Credit Svcs	6031876	3 Bites, 15 5/8" Studs, Marker, 3" Mag Drive Guide	140.53
355	7200	Other Supplies	1513 Owl Hardwood Lumber & Plywood Inc	D-576578	Lumber for Award Plaques	257.20
356	7200	Other Supplies	7767 Quench USA Inc	INV07904275	Water Dispenser Station 61 - 09/01 - 11/30/2024	297.66
357	7200	Other Supplies	1571 Welding Industrial Supply	R03256425	15 Cylinders - August 2024	177.19
358	7300	Uniforms	3212 On Time Embroidery Inc	122544	1 Shirt, 1 Pant - Paramedic	133.00
359	7300	Uniforms	3212 On Time Embroidery Inc	123047	1 Cap - Battalion Chief	154.00
360	7300	Uniforms	3212 On Time Embroidery Inc	125637	2 Shorts - Paramedic	144.00
361	7300	Uniforms	3212 On Time Embroidery Inc	126150	2 Shorts - Paramedic	144.00
362	7300	Uniforms	3212 On Time Embroidery Inc	126514	1 Pair Shorts - Paramedic	72.00
363	7300	Uniforms	3212 On Time Embroidery Inc	126906	5 Shirts - Fire Chief	360.00
364	7300	Uniforms	3212 On Time Embroidery Inc	127025	2 Shorts - Paramedic	76.00
365	7300	Uniforms	3212 On Time Embroidery Inc	127026	2 T- Shirts, 2 Polos - Paramedic	150.00
366	7300	Uniforms	3212 On Time Embroidery Inc	127149	1 Pair of Pants - Paramedic	76.00
367	7300	Uniforms	3212 On Time Embroidery Inc	127303	1 Pair of Shorts - Paramedic	72.00
368	7300	Uniforms	3212 On Time Embroidery Inc	127441	2 Shorts - Paramedic	78.00
369	7300	Uniforms	3212 On Time Embroidery Inc	127855	1 Pair of Shorts - Paramedic	39.00
370	7300	Uniforms	3212 On Time Embroidery Inc	127856	1 Pair Pants, 1 Belt - Engineer	102.00



# City of Des Plaines

## Warrant Register 10/07/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
371	7300	Uniforms	3212 On Time Embroidery Inc	127857	1 Pair of Pants - Paramedic	78.00
372	7300	Uniforms	3212 On Time Embroidery Inc	128221	1 Cargo Pant, 1 Mesh Shorts - Paramedic	100.00
373	7300	Uniforms	3212 On Time Embroidery Inc	128222	1 Tie, 1 PT Shorts - Lieutenant	50.00
374	7300	Uniforms	3212 On Time Embroidery Inc	128223	1 Shorts - Engineer	72.00
375	7320	Equipment < \$5,000	1148 WS Darley & Co	17538467	Annual Replacement-Helmets, Boots, Turnout Gear for Firefighters	2,764.55
376	7320	Equipment < \$5,000	1080 Air One Equipment Inc	210723	1 Pair Firefighting Boots	574.00
377	7320	Equipment < \$5,000	1080 Air One Equipment Inc	210818	28 Pails of Foam and Accessories	10,766.00
378	7320	Equipment < \$5,000	6854 Dinges Fire Company	32800	2024 Personal Protective Equipment for Firefighters - 1 Helmet	65.00
379	7320	Equipment < \$5,000	3680 Duo Safety Ladder Corporation	489484-000	28' 2-Sec Aluminum Ladder	1,210.00
380	7320	Equipment < \$5,000	3680 Duo Safety Ladder Corporation	489571-000	24" Aluminum & 16' Aluminum Ladder	1,678.00
381	7320	Equipment < \$5,000	3014 Motorola Solutions Inc	82981976853	Annual Replacement of Radio Cables and Batteries - 4 Radios	1,458.60
<b>Total 710 - Emergency Services</b>					<b>35,012.47</b>	

<b>Division: 720 - Fire Prevention</b>						
382	7000	Office Supplies	1644 Warehouse Direct Inc	5781963-0	12 V Batteries, 24 AA Batteries, 1 DZ Legal Pads	46.10
383	7000	Office Supplies	1644 Warehouse Direct Inc	5791305-0	3 Clipboards	42.93
384	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 091024	Water Delivery Service 08/15/2024	46.97
<b>Total 720 - Fire Prevention</b>					<b>136.00</b>	

<b>Division: 730 - Emergency Management Agency</b>						
385	6300	R&M Software	1124 Braniff Communications Inc	0035573	Siren-Annual Subscription/SMS/Text/Email-08/01-12/31/24 Prorated	218.75
386	6305	R&M Equipment	1124 Braniff Communications Inc	0035574	Outdoor Siren Service Call @ 877 Central - 08/22/2024	781.00
<b>Total 730 - Emergency Management Agency</b>					<b>999.75</b>	

<b>Total 70 - Fire Department</b>					<b>36,594.19</b>
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<b>Department: 75 - Fire &amp; Police Commission</b>						
387	5340	Pre-Employment Testing	1320 IL State Police	20240801755	Fingerprint Background Check Services Aug 2024	28.25
388	5340	Pre-Employment Testing	1267 Northwest Community Hospital	34685	2 NH Pre-Empl., 1 Post-Empl. Probationary Testing 08/02-08/20/24	1,426.00
389	5340	Pre-Employment Testing	1267 Northwest Community Hospital	34694	6 Fire Annual Physicals 8/5-8/23/2024, 1 NH Testing 8/13/24	935.00



# City of Des Plaines

## Warrant Register 10/07/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
390	6100	Publication of Notices	3399 Blue Line, The	46892	Firefighter-Paramedic Recruitment Listing 9/6-10/4/2024	348.00
<b>Total 75 - Fire &amp; Police Commission</b>					<b>2,737.25</b>	

Department: 90 - Overhead						
391	6015	Communication Services	9017 Alert Media Incorporated	INV19796	Emergency Notification Overage for 2024	2,007.42
<b>Total 90 - Overhead</b>					<b>2,007.42</b>	

<b>Total 100 - General Fund</b>					<b>1,209,854.16</b>
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Fund: 206 - TIF #6 Mannheim/Higgins Fund						
392	6000	Professional Services	8799 Ryan LLC	817191	Professional Services TIF Consulting R-99-24 for May-July 2024	652.50
393	6100	Publication of Notices	1050 Journal & Topics Newspapers	192996	TIF #6 Legal Notice 08/28/24	56.43
<b>Total 206 - TIF #6 Mannheim/Higgins Fund</b>					<b>708.93</b>	

Fund: 208 - TIF #8 Oakton						
394	6000	Professional Services	1123 Christopher B Burke Engineering LTD	195286	R-172-22 TO #2 - Oakton/Maple Drainage Eng Svcs 07/28-08/31/2024	1,162.50
395	6000	Professional Services	8799 Ryan LLC	817191	Professional Services TIF Consulting R-99-24 for May-July 2024	1,377.50
396	6005	Legal Fees	8897 Emry Murdoch LLC	11761	1374-1384 Oakton Avenue Eminent Domain Matter Aug 2024	4,924.50
<b>Total 208 - TIF #8 Oakton</b>					<b>7,464.50</b>	

Fund: 230 - Motor Fuel Tax Fund						
397	6165	Street Pavement Markings	1217 Superior Road Striping	1270	Thermo-Epoxy-Reflector Program - 08/31/2024, R-102-24	68,927.75
398	7140	Electricity	1033 ComEd	0178722000-09/24	Electricity Service 08/06-09/05/2024	211.52
399	7140	Electricity	1033 ComEd	0234022000-09/24	Electricity Service 08/06-09/05/2024	278.30
400	7140	Electricity	1033 ComEd	0723323111-09/24	Electricity Service 08/07-09/08/2024	40.05
401	7140	Electricity	1033 ComEd	0732352000-09/24	Electricity Service 08/07-09/06/2024	401.14
402	7140	Electricity	1033 ComEd	1630326000-09/24	Electricity Service 08/07-09/08/2024	77.16
403	7140	Electricity	1033 ComEd	5291872222-09/24	Electricity Service 08/07-09/06/2024	247.22
404	7140	Electricity	1033 ComEd	5314957000-09/24	Electricity Service 08/08-09/09/2024	17.04
405	7140	Electricity	1033 ComEd	6535402111-09/24	Electricity Service 08/07-09/06/2024	40.54
406	7140	Electricity	1033 ComEd	6663583000-09/24	Electricity Service 08/07-09/08/2024	134.91
407	7140	Electricity	1033 ComEd	8603942222-09/24	Electricity Service 08/06-09/05/2024	2,551.49

# City of Des Plaines

## Warrant Register 10/07/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
408	7140	Electricity	1033 ComEd	8648133333-09/24	Electricity Service 08/07-09/08/2024	286.85
409	7140	Electricity	1033 ComEd	9340744000-09/24	Electricity Service 08/07-09/08/2024	313.58
410	7140	Electricity	1033 ComEd	9710731222-09/24	Electricity Service 08/12-09/11/2024	91.83
<b>Total 230 - Motor Fuel Tax Fund</b>					<b>73,619.38</b>	

Fund: 240 - CDBG Fund						
411	8100	Improvements	3099 Schroeder Asphalt Services Inc	2024-CIP-MFT-P2	R-105-24 CIP MFT 24-00229-00-RS - Street Imp. 7/27-8/9/24	169,251.25
<b>Total 240 - CDBG Fund</b>					<b>169,251.25</b>	

Fund: 250 - Grant Projects Fund						
Program: 2520 - Capital Grants						
412	6000	Professional Services	4001 Rick Hiton & Associates	08240047	Hazard Mitigation Program - 2040 Welwyn Appraisal 08/29/24	400.00
413	6000	Professional Services	3338 Gabriel Environmental Services	0824A0105	HMGP Phase 5 Asbestos Insp-2073 Cedar St 08/12-08/26/2024	2,630.00
414	6000	Professional Services	1123 Christopher B Burke Engineering LTD	194714	R-45-24 - Devon Ave Sidepath Ph I Eng 07/28-08/31/2024	8,259.77
415	6000	Professional Services	9036 Asirus LLC	20240827180106-9	Hazard Mitigation Program - 2040 Welwyn Appraisal 09/03/2024	400.00
416	6005	Legal Fees	4331 Wheatland Title Guaranty Company	687251	Title Commitment Fees-Lee & Forest TL-OLN0006 05/09/2024	209.00
<b>Total 2520 - Capital Grants</b>					<b>11,898.77</b>	

<b>Total 250 - Grant Projects Fund</b>					<b>11,898.77</b>
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Fund: 260 - Asset Seizure Fund						
Program: 2620 - DEA						
417	7015	Supplies - Police Range	1244 Ray O'Herron Company Inc	2364240	12,000 Rds of .223 Cal Ammunition	4,776.00
418	7300	Uniforms	1212 Streicher' Inc	11716804	Uniforms for NIPAS Negotiator	259.99
419	8005	Computer Hardware	1045 Havey Communications	13470	Modems for Squads 85, 61, 60, 73, 62, 68, 86 (8/28/2024)	2,476.80
420	8015	Equipment	1244 Ray O'Herron Company Inc	2364510	TRT 2024- Ballistic Vests and Accessories for 2 Additional Opr	8,328.00
421	8015	Equipment	1244 Ray O'Herron Company Inc	2364510	TRT 2024- Ballistic Vests and Accessories for 2 Additional Opr	38.00
<b>Total 2620 - DEA</b>					<b>15,878.79</b>	

<b>Total 260 - Asset Seizure Fund</b>					<b>15,878.79</b>
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Fund: 400 - Capital Projects Fund						
422	6000	Professional Services	1281 Des Plaines Park District	09/10/2024	R-127-24 Prairie Lakes South Pond Sediment Removal 08/26/2024 and Deposit for Materials	57,825.00
423	6000	Professional Services	1123 Christopher B Burke Engineering LTD	195285	TO #5 - Cumberland Station Crossing Eng Svcs 7/28-8/31/2024	1,627.50

# City of Des Plaines

## Warrant Register 10/07/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
424	6000	Professional Services	1123 Christopher B Burke Engineering LTD	195287	TO #6 - Metropolitan Way Catenary Lighting 7/28-8/31/2024	1,372.50
425	6000	Professional Services	1123 Christopher B Burke Engineering LTD	195288	R-126-24 TO #7 - Craig Manor Con Eng Svcs 07/28-08/31/2024	5,087.00
426	6000	Professional Services	1079 AECOM Technical Services Inc	2000931977	R-31-24 Task Order No. 7 - 2024 Resident Eng Svcs 07/27-08/30/24	12,954.08
427	6000	Professional Services	1165 Union Pacific Railroad Company	90137676	R-146-23 Preliminary Eng Serv- Algonquin Rd GS (Dates Span 2023)	2,193.75
428	6000	Professional Services	1199 Spaceco Inc	98123	R-30-24 TO #6 - 2024 CIP Construction Eng Svcs 07/28-08/31/2024	32,287.50
429	8100	Improvements	1206 Illinois, State of	126257	R-200-23 - Rand Rd Bridge Improvements 80% Obligation	897,552.00
<b>Total 400 - Capital Projects Fund</b>					<b>1,010,899.33</b>	

### Fund: 410 - Equipment Replacement Fund

Department: 60 - Police Department						
430	8020	Vehicles	1146 Currie Motors Frankfort Inc	A9089	2024 Ford Escape - Police 6116 - 07/10/2024, R-66-24	31,675.00
<b>Total 60 - Police Department</b>					<b>31,675.00</b>	

<b>Total 410 - Equipment Replacement Fund</b>					<b>31,675.00</b>
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### Fund: 420 - IT Replacement Fund

431	8005	Computer Hardware	1035 Dell Marketing LP	10770177485	Laptop for Finance	2,861.09
432	8005	Computer Hardware	1035 Dell Marketing LP	10770405869	Desktop for Media Services	4,156.80
433	8005	Computer Hardware	1035 Dell Marketing LP	10770459238	Monitors for IT Systems Administrator	1,550.98
434	8005	Computer Hardware	1035 Dell Marketing LP	10770900617	Dell Laptop for Fire Dept	1,273.14
435	8005	Computer Hardware	1026 CDW LLC	AA5JZ7G	10 Cisco Meraki AP's	7,084.20
<b>Total 420 - IT Replacement Fund</b>					<b>16,926.21</b>	

### Fund: 430 - Facilities Replacement Fund

436	6000	Professional Services	7661 FGM Architects Inc	24-3948.01-5	TO#8 Roof Eng Services - Library - 05/25-06/28/2024, R-218-23	3,000.00
437	6000	Professional Services	7661 FGM Architects Inc	24-3948.01-6	TO#8 Roof Eng Services - Library - 06/29-08/23/2024, R-218-23	6,000.00
438	6000	Professional Services	7661 FGM Architects Inc	24-4117.01-1	TO#9 Conceptual Design - Fire Station #62 - 07/27-08/23,2024	9,750.00
439	6000	Professional Services	7661 FGM Architects Inc	24-4127.01-1	TO#12 Photovoltaic Roof Analysis - PW - 07/27-08/23/2024	12,500.00
440	6315	R&M Buildings & Structures	8826 Chem-Wise Pest Management	1277248	Pest Control - Leela Building - 07/31/2024	50.00
441	6315	R&M Buildings & Structures	7706 Lakeshore Recycling Systems LLC	LR5836008	Trash Removal - Leela Building - 08/25/2024	259.56
<b>Total 430 - Facilities Replacement Fund</b>					<b>31,559.56</b>	

### Fund: 500 - Water/Sewer Fund

#### Non Departmental

Division: 550 - Water Systems						
442	6040	Waste Hauling & Debris Removal	5772 Berger Excavating Contractors Inc	24002.05	Spoils Disposal - 07/31-08/23/2024, R-191-23	6,597.90

# City of Des Plaines

## Warrant Register 10/07/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount
443	6115	Licensing/Titles	8938 James Drive Safety Lane LLC	1691 Safety Lane Inspection - PW - August 2024	41.00
444	6180	Water Sample Testing	8809 USABluebook	INV00478357 Iron Test Kit	149.67
445	6310	R&M Vehicles	2016 Signarama	44946 Fabricate & Install Door Decals 09/05/2024 - PW	151.00
446	6335	R&M Water Distribution System	8683 T and T Landscape Construction Inc	13045 Parkway Maintenance - 08/27/2024, R-237-23	250.00
447	7000	Office Supplies	1644 Warehouse Direct Inc	5789053-0 Pads, Rubberbands, Notes, Copy Paper - PW	292.83
448	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	40404 Locking Pliers, Tape, Pipe Wrenches, Pry Bar Set, Etc. - PW 9054	228.22
449	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	40547 Threaded Bracket & Bull Float	126.97
450	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	6424 One Hammer Bit	8.99
451	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	6445 2 Rakes	35.98
452	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	6474 Wire Strippers & Electrical Tape	42.28
453	7035	Supplies - Equipment R&M	7521 United Rentals (North America) Inc	238086204-001 Gas Hood Shocks - PW 9061	105.40
454	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	904459 Air Filters - PW 9063	55.75
455	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3038209123 EGR Cooler Kits - PW 9031 - 07/31/2024	5,285.50
456	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	579767P Purge Canister - PW 9051	257.46
457	7045	Supplies - Building R&M	1057 Menard Incorporated	39953 Toilet Tissue & Aluminum Padlocks - Central	44.97
458	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10543607 210 Rolls Sod @ Cordial & Webster & 3 Pallet Deposits-08/02/2024	706.50
459	7070	Supplies - Water System Maintenance	1047 Home Depot Credit Svcs	0524727 2 Saw Zall Blades - Village Ct	82.94
460	7070	Supplies - Water System Maintenance	5772 Berger Excavating Contractors Inc	24002.05 Spoils Disposal - 07/31-08/23/2024, R-191-23	2,998.50
461	7070	Supplies - Water System Maintenance	3530 Mid-American Water	274321W Water Main Fittings	3,236.00
462	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	39848 Wall Anchors	5.29
463	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	40203 PVC Coupling, Adapter, Elbows, Pipe - Sysco	58.84
464	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	40349 LED Bulbs - Maple Water Plant	13.96
465	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	40525 Steel Post, Snow Fence, Cable Ties - 160 Northwest Hwy	175.57
466	7070	Supplies - Water System Maintenance	1072 Prairie Material	891618895 1.5 Cu Yds Concrete - Prairie - 05/02/2024	276.38
467	7070	Supplies - Water System Maintenance	1072 Prairie Material	891679993 6.0 Cu Yds Concrete - 580 S Wolf - 09/09/2024	2,319.00
468	7070	Supplies - Water System Maintenance	1072 Prairie Material	891682145 1.75 Cu Yds Concrete - Repairs - 09/10/2024	322.44
469	7070	Supplies - Water System Maintenance	1072 Prairie Material	891686334 2.0 Cu Yds Concrete - 915 Beau/277 Golf - 09/12/2024	368.50

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
470	7070	Supplies - Water System Maintenance	5772 Berger Excavating Contractors Inc	DP_LM_004 DPPW Spoils Hauling - 07/26-08/27/2024	1,025.50
471	7070	Supplies - Water System Maintenance	6992 Core & Main LP	V264347 Tilted Check Valve Purchase - R-124-24	23,890.00
472	7070	Supplies - Water System Maintenance	6992 Core & Main LP	V449382 10" Valve	2,855.00
473	7070	Supplies - Water System Maintenance	6992 Core & Main LP	V497190 6 Hymax Couplings	5,187.06
474	7105	Wholesale Water - NWWC	2901 Northwest Water Commission	09012024 Wholesale Water Purchase - August 2024, R-183-14	383,304.15
475	7120	Gasoline	1014 Al Warren Oil Company Inc	W1680801 5,000 Gals Unleaded Gasoline - 08/30/2024, R-189-23	1,753.01
476	7120	Gasoline	1014 Al Warren Oil Company Inc	W1683994 3,999 Gals Unleaded Gas - 09/12/2024, R-189-23	657.83
477	7130	Diesel	1014 Al Warren Oil Company Inc	W1680802 2,000 Gals Bio Diesel Fuel - 08/30/2024, R-189-23	639.39
478	7130	Diesel	1014 Al Warren Oil Company Inc	W1683995 3,000 Gals Bio Diesel - 09/10/2024, R-189-23	707.92
479	7140	Electricity	1033 ComEd	0133057000-09/24 Electricity Service 08/07-09/06/2024	182.64
480	7140	Electricity	1033 ComEd	2357736000-09/24 Electricity Service 08/06-09/05/2024	6,071.69
481	7140	Electricity	1033 ComEd	6143192222-09/24 Electricity Service 08/06-09/05/2024	691.58
482	7140	Electricity	1033 ComEd	6267352000-09/24 Electricity Service 08/05-09/04/2024	128.35
483	7140	Electricity	1033 ComEd	8117433111-09/24 Electricity Service 08/05-09/04/2024	71.28
484	7140	Electricity	1033 ComEd	8216981222-09/24 Electricity Service 08/07-09/06/2024	52.23
485	7140	Electricity	1033 ComEd	9933185000-09/24 Electricity Service 08/05-09/04/2024	27.37
486	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	85514 Chlorine Cylinder Rental - 07/28/2024-08/27/2024	225.00
487	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	85515 Chlorine Cylinder Rental - 07/28/2024-08/27/2024	109.50
488	7300	Uniforms	2067 Cutler Workwear	PS-INV038117 18 Pairs Jeans - Quartermaster Uniforms	269.90
489	7320	Equipment < \$5,000	8244 Des Plaines Ace Hardware	6313 2 Sump Pumps & Check Valve	446.37
490	8015	Equipment	9090 TT Technologies Inc	0255810 Groundmat Boring Tool	8,099.22
491	8015	Equipment	5406 Subsurface Solutions	25200 Leak Detection Equipment - 08/01/2024, R-17-24	13,314.78
<b>Total 550 - Water Systems</b>					<b>473,947.61</b>

Division: 560 - Sewer Systems						
492	6115	Licensing/Titles	8938 James Drive Safety Lane LLC	1691	Safety Lane Inspection - PW - August 2024	41.00
493	6195	Miscellaneous Contractual Services	8364 Super Electric Construction Company	44529	TO#4 - Arc Flash Study - Levee 50 - 08/22/2024, R-182-21	12,980.00
494	6195	Miscellaneous Contractual Services	7922 US Geological Survey	91195503	Algonquin Rd River Gauge Maintenance 07/01-09/30/2024	3,700.00
495	6310	R&M Vehicles	2016 Signarama	44946	Fabricate & Install Door Decals 09/05/2024 - PW	281.00
496	6340	R&M Sewer System	3084 Visu-Sewer of Illinois LLC	10224	Spot Liner Repair Sanitary Main - Buckingham - 08/24/2024	4,500.00

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
497	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	6335	2 Tape Measures	43.18
498	7120	Gasoline	1014 Al Warren Oil Company Inc	W1680801	5,000 Gals Unleaded Gasoline - 08/30/2024, R-189-23	846.09
499	7120	Gasoline	1014 Al Warren Oil Company Inc	W1683994	3,999 Gals Unleaded Gas - 09/12/2024, R-189-23	347.08
500	7130	Diesel	1014 Al Warren Oil Company Inc	W1680802	2,000 Gals Bio Diesel Fuel - 08/30/2024, R-189-23	1,055.65
501	7130	Diesel	1014 Al Warren Oil Company Inc	W1683995	3,000 Gals Bio Diesel - 09/10/2024, R-189-23	617.06
502	7140	Electricity	1033 ComEd	1350600111-09/24	Electricity Service 08/07-09/08/2024	548.78
503	7140	Electricity	1033 ComEd	1672756000-09/24	Electricity Service 08/07-09/06/2024	42.91
504	7140	Electricity	1033 ComEd	3203161222-09/24	Electricity Service 08/08-09/09/2024	67.06
505	7140	Electricity	1033 ComEd	4194141222-09/24	Electricity Service 08/05-09/04/2024	55.02
506	7140	Electricity	1033 ComEd	4306353111-09/24	Electricity Service 08/07-09/06/2024	82.29
507	7140	Electricity	1033 ComEd	4411397000-09/24	Electricity Service 08/08-09/09/2024	25.76
508	7140	Electricity	1033 ComEd	6189685000-09/24	Electricity Service 08/05-09/04/2024	70.26
509	7140	Electricity	1033 ComEd	6401366000-09/24	Electricity Service 08/05-09/04/2024	43.16
510	7140	Electricity	1033 ComEd	6795805000-09/24	Electricity Service 08/08-09/09/2024	114.77
511	7140	Electricity	1033 ComEd	7817006000-09/24	Electricity Service 08/07-09/06/2024	31.64
512	7140	Electricity	1033 ComEd	8079533000-09/24	Electricity Service 08/07-09/06/2024	86.75
513	7140	Electricity	1033 ComEd	8303763000-09/24	Electricity Service 08/05-09/04/2024	41.60
514	7140	Electricity	1033 ComEd	9162423111-09/24	Electricity Service 08/06-09/05/2024	33.87
515	7140	Electricity	1033 ComEd	9416515000-09/24	Electricity Service 08/06-09/05/2024	31.52
516	7300	Uniforms	2067 Cutler Workwear	PS-INV038117	18 Pairs Jeans - Quartermaster Uniforms	134.95
517	8015	Equipment	2177 Xylem Inc	3556D39726	Pump - Oakton PS - 09/10/2024	23,940.25
<b>Total 560 - Sewer Systems</b>					<b>49,761.65</b>	

<b>Division: 570 - Equipment Replacement</b>						
518	8015	Equipment	9027 ILoca Services Incorporated	127594	MAC Half-Round End Dump Purchase - 09/06/2024, R-37-24	76,928.00
<b>Total 570 - Equipment Replacement</b>					<b>76,928.00</b>	

<b>Division: 580 - CIP - Water/Sewer</b>						
519	6000	Professional Services	2506 Trotter & Associates Inc	23849	TO#5 Watermain Improvements P11 - 07/29-08/28/2024, R-197-23	14,102.00
520	6000	Professional Services	2506 Trotter & Associates Inc	23850	TO#6 Construct Phase Srvcs Maple - 08/06 & 02/29/2024, R-218-22	396.00



# City of Des Plaines

## Warrant Register 10/07/2024

Line #	Account		Vendor	Invoice	Invoice Description	Amount
521	6000	Professional Services	2506 Trotter & Associates Inc	23853	TO#12 Const Srvcs NWC Emerg Sup - 08/12-08/28/2024, R-218-22	2,772.00
<b>Total 580 - CIP - Water/Sewer</b>						<b>17,270.00</b>

<b>Division: 590 - Water Facilities</b>						
522	6195	Miscellaneous Contractual Services	6992 Core & Main LP	V547061	Water Meter Installs - 08/05-08/17/2024, R-128-24	20,426.00
523	6195	Miscellaneous Contractual Services	6992 Core & Main LP	V631892	Water Meter Purchase/Installs - 08/22-08/28/2024, R-128-24	19,741.00
524	7070	Supplies - Water System Maintenance	6992 Core & Main LP	V548399	Water Meters - 08/30/2024, R-20-24	8,100.00
525	7070	Supplies - Water System Maintenance	6992 Core & Main LP	V548494	Meter Wire	791.64
526	7070	Supplies - Water System Maintenance	6992 Core & Main LP	V613582	20 iPerl Meters - 09/12/2024, R-20-24	4,500.00
<b>Total 590 - Water Facilities</b>						<b>53,558.64</b>

<b>Total 00 - Non Departmental</b>						<b>671,465.90</b>
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<b>Department: 30 - Finance</b>						
527	6025	Administrative Services	7615 Sebis Direct Inc	101093	Utility Bill Rendering Services-Drop Dates 08/15-08/16/2024	1,650.11
528	6025	Administrative Services	7961 BridgePay Network Solutions LLC	910249	Utility Web, Business License Trans & EnerGov Fees Aug 2024	292.30
529	6110	Printing Services	1233 Press Tech Inc	53210	4 Boxes of Business Cards 08/29/2024	90.00
530	6110	Printing Services	1233 Press Tech Inc	53219	4 Boxes of Business Cards 08/30/2024	30.00
<b>Total 30 - Finance</b>						<b>2,062.41</b>

<b>Total 500 - Water/Sewer Fund</b>						<b>673,528.31</b>
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<b>Fund: 510 - City Owned Parking Fund</b>						
531	6000	Professional Services	2785 Walker Parking Consultants/Engineers Inc	310091327004	TO#1 Parking Deck Repairs - 07/26-08/29/2024, R-228-23	5,360.00
532	6025	Administrative Services	7960 Passport Labs Inc	INV-1047818	Mobile Pay Parking Transaction Fee - Aug 2024	44.03
533	6195	Miscellaneous Contractual Services	1728 Total Parking Solutions Inc	106957	Annual Parking Machine Service - 10/07/2024-10/06/2025	6,240.00
534	6315	R&M Buildings & Structures	9086 Hammer Construction LLC	PrkgRepr PayApp1	Parking Deck Maintenance Repairs - 07/26-09/16/2024, R-109-24	97,433.00
535	6320	R&M Parking Lots	2350 Anderson Elevator Co	INV-92117-Q7G3	Elevator Inspections - CH, PD, Metro, Library - 09/01/2024	539.00
536	7140	Electricity	1033 ComEd	2342835000-09/24	Electricity Service 08/07-09/06/2024	159.42
537	7140	Electricity	1033 ComEd	2909033000-09/24	Electricity Service 08/07-09/08/2024	1,500.91
538	7140	Electricity	1033 ComEd	3113384000-09/24	Electricity Service 08/07-09/06/2024	22.59
539	7140	Electricity	1033 ComEd	6664774000-09/24	Electricity Service 08/07-09/08/2024	981.82



# City of Des Plaines

## Warrant Register 10/07/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
540	7140	Electricity	1033 ComEd	6691471222-09/24	Electricity Service 08/07-09/06/2024	1,223.85
<b>Total 510 - City Owned Parking Fund</b>					<b>113,504.62</b>	

Fund: 520 - Metra Leased Parking Fund						
541	6025	Administrative Services	7960 Passport Labs Inc	INV-1047818	Mobile Pay Parking Transaction Fee - Aug 2024	728.16
542	6195	Miscellaneous Contractual Services	1728 Total Parking Solutions Inc	106957	Annual Parking Machine Service - 10/07/2024-10/06/2025	3,360.00
543	7140	Electricity	1033 ComEd	3270235000-09/24	Electricity Service 08/05-09/04/2024	80.59
<b>Total 520 - Metra Leased Parking Fund</b>					<b>4,168.75</b>	

Fund: 600 - Risk Management Fund						
544	5565	Claims Administration Fee	2243 Sedgwick CMS	470006130841	10/19/2024-01/18/2025 Unemployment Insurance	550.00
545	5570	Self Insured P&L Expense	1089 Autokrafter of Des Plaines	1503	Accident Repair - Police 6105 - 08/30/2024	8,692.72
546	5570	Self Insured P&L Expense	1044 H&H Electric Co	44017	Streetlight Repair - Yale & 7th - 06/19/2024, R-29-22	14,557.73
547	6000	Professional Services	8874 Ready Rebound Inc	3273	Consulting-Orthopedic Patient Navigator Contract August 2024	998.58
548	6000	Professional Services	8874 Ready Rebound Inc	3302	Consulting-Orthopedic Patient Navigator Contract September 2024	998.58
549	6005	Legal Fees	1127 Clark Baird Smith LLP	672	Legal Fees - August 2024	1,870.00
<b>Total 600 - Risk Management Fund</b>					<b>27,667.61</b>	

Fund: 700 - Escrow Fund						
550	2231	Escrow - Harvest Hoot	7114 Screaming Galaxy LLC	09/17/24	Entertainment at Harvest Hoot 10/19/24	500.00
551	2231	Escrow - Harvest Hoot	8869 Hunt, Robert	10.19.24	Balloon Twisting at Harvest Hoot 10/19/24	485.00
552	2231	Escrow - Harvest Hoot	7222 Belliveau, Steve	101924	Magic Show at Harvest Hoot 10/19/24	425.00
553	2231	Escrow - Harvest Hoot	8900 Live Art International Inc	2023-188	Pumpkin Carver for Harvest Hoot 10/19/2024	1,250.00
554	2231	Escrow - Harvest Hoot	6018 A Moon Jump 4-U Incorporated	26062373	Corn Maze and Pumpkin Game for Harvest Hoot 10/19/24	2,079.63
555	2231	Escrow - Harvest Hoot	6045 Double D Booking	32544	Live Music at Harvest Hoot 10/19/24	950.00
556	2231	Escrow - Harvest Hoot	8951 Stillman Nature Center	339578B	Entertainment at Harvest Hoot on 10/19/2024	500.00
557	2430	Escrow - Police Items	1320 IL State Police	20240601755	Fingerprint Background Check Services June 2024	84.75
558	2430	Escrow - Police Items	1320 IL State Police	20240801755	Fingerprint Background Check Services Aug 2024	28.25
559	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	192947	Legal Notice PZB Mtg 08/21/24	89.35
560	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	192947	Legal Notice PZB Mtg 08/21/24	89.35
<b>Total 700 - Escrow Fund</b>					<b>6,481.33</b>	

<b>Grand Total</b>					<b>3,405,086.50</b>
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# City of Des Plaines

## Warrant Register 10/07/2024

### Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 100 - General Fund</b>					
<b>Public Works &amp; Engineering</b>					
<b>Division: 535 - Facilities &amp; Grounds Maintenance</b>					
561	7110	Natural Gas	1064 Nicor	09/12/24 x175190	Natural Gas Service 08/13-09/11/2024 21.07
562	7110	Natural Gas	1064 Nicor	09/12/24 x451619	Natural Gas Service 08/13-09/11/2024 62.66
563	7110	Natural Gas	1064 Nicor	09/12/24 x465297	Natural Gas Service 08/13-09/11/2024 161.10
564	7110	Natural Gas	1064 Nicor	09/12/24 x532457	Natural Gas Service 08/13-09/11/2024 44.18
565	7110	Natural Gas	1064 Nicor	09/12/24 x597838	Natural Gas Service 08/13-09/11/2024 44.18
566	7110	Natural Gas	1064 Nicor	09/12/24 x621249	Natural Gas Service 08/13-09/11/2024 170.99
567	7110	Natural Gas	1064 Nicor	09/13/24 x692396	Natural Gas Service 08/13-09/11/2024 44.18
568	7140	Electricity	1033 ComEd	1806824000- 08/24	Transfer fm Closed Acct 4717437904 for 1173 E Walnut-Demolished 11.40
<b>Total 535 - Facilities &amp; Grounds Maintenance</b>					<b>559.76</b>
<b>Division: 540 - Vehicle Maintenance</b>					
569	6195	Miscellaneous Contractual Services	8504 Verizon Connect Fleet USA LLC	318000066051	Vehicle Diagnostic System for Aug 2024 1,738.85
570	7040	Supplies - Vehicle R&M	4330 City Limits Systems Incorporated	13250R	Truck Wash Soap - PW Asphalt Garage- Replaces Ck 152291 626.95
571	7120	Gasoline	7349 Wex Inc	99381614	Fuel Purchases Aug 2024 1,211.55
572	7130	Diesel	7349 Wex Inc	99381614	Fuel Purchases Aug 2024 54.32
<b>Total 540 - Vehicle Maintenance</b>					<b>3,631.67</b>
<b>Total 50 - Public Works &amp; Engineering</b>					<b>4,191.43</b>
<b>Police Department</b>					
<b>Division: 630 - Support Services</b>					
573	6015	Communication Services	1032 Comcast	09/06/2024 x7069	Internet/Cable Service 09/10- 10/09/2024 114.90
574	6015	Communication Services	1009 AT&T	847R18054608- 24	Communications Service 08/28- 09/27/2024 64.00
<b>Total 630 - Support Services</b>					<b>178.90</b>
<b>Total 60 - Police Department</b>					<b>178.90</b>
<b>Department: 90 - Overhead</b>					
575	6015	Communication Services	1032 Comcast	218182833-8482	Internet/Cable Service 09/15- 10/14/2024 1,575.00
576	6015	Communication Services	1009 AT&T	334647516-08/24	Internet for City Hall, Police, Fire & PW - Sept 2024 73.29
577	6015	Communication Services	8536 Peerless Network Inc	58888	Communications Service 09/01- 09/30/2024 16,225.49
<b>Total 90 - Overhead</b>					<b>17,873.78</b>
<b>Total 100 - General Fund</b>					<b>22,244.11</b>

# City of Des Plaines

## Warrant Register 10/07/2024

### Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Fund: 430 - Facilities Replacement Fund</b>						
578	6315	R&M Buildings & Structures	1033 ComEd	2807253000-08/24	Police Dept Addition Electric Service-Secondary Hook Up	3,951.86
<b>Total 430 - Facilities Replacement Fund</b>					<b>3,951.86</b>	
<b>Fund: 500 - Water/Sewer Fund</b>						
<b>Division: 560 - Sewer Systems</b>						
579	6015	Communication Services	8536 Peerless Network Inc	58888	Communications Service 09/01-09/30/2024	151.24
580	7140	Electricity	1033 ComEd	2898592111-08/24	Electricity Service 07/29-08/27/2024	463.36
<b>Total 560 - Sewer Systems</b>					<b>614.60</b>	
<b>Total 500 - Water/Sewer Fund</b>					<b>614.60</b>	
<b>Fund: 510 - City Owned Parking Fund</b>						
581	6015	Communication Services	8536 Peerless Network Inc	58888	Communications Service 09/01-09/30/2024	417.03
582	6015	Communication Services	8536 Peerless Network Inc	58888	Communications Service 09/01-09/30/2024	1,441.72
<b>Total 510 - City Owned Parking Fund</b>					<b>1,858.75</b>	
<b>Grand Total</b>					<b>28,669.32</b>	

# City of Des Plaines

## Warrant Register 10/07/2024

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Fund: 100 - General Fund</b>						
<b>Elected Office</b>						
<b>Division: 120 - City Clerk</b>						
583	5320	Conferences	4444 Misc Vendor for Procurement Card	PC - 45718	Municipal Clerk Academy 10/09-10/11/2024 - City Clerk	550.00
<b>Total 120 - City Clerk</b>					<b>550.00</b>	

<b>Total 10 - Elected Office</b>	<b>550.00</b>
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<b>City Administration</b>						
<b>Division: 210 - City Manager</b>						
584	7000	Office Supplies	4348 Amazon.Com	PC - 45796	Highlighters, Pop-Up Sticky Notes, Lined Sticky Notes, Sortkwik	1.72
585	7200	Other Supplies	4348 Amazon.Com	PC - 45765	1 Laptop Bag	63.17
<b>Total 210 - City Manager</b>					<b>64.89</b>	

<b>Division: 230 - Information Technology</b>						
586	6195	Miscellaneous Contractual Services	5940 GoDaddy.Com LLC	PC - 45766	3-Yr Certificate-Std Wildcard SSL 04/12/2024-04/11/2027-Balance	150.00
587	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 45778	Renewal Domain Security 08/01/2024-08/30/2024	9.99
588	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 45780	Renewal for Domains 08/01/2024-08/30/2024	14.97
589	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 45781	Renewal for Domain dpcitynet.com 08/01/2024-08/30/2024	4.99
590	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 45767	iPad Case	24.95
591	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 45768	Computer Safe	199.99
592	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 45769	iPhone Case	12.99
593	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 45770	Power Strip	69.82
594	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 45771	iPhone Cable	47.94
595	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 45773	APC UPS and Laptop Case	38.99
596	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 45774	USB Hubs	78.90
597	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 45775	USB Hubs - Credit Back	(156.08)

# City of Des Plaines

## Warrant Register 10/07/2024

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
598	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 45776	iPhone Screen Protector	16.99
599	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 45777	Computer Headset	46.99
600	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 45779	Laptop Charger	24.99
601	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 45783	Cell Phone Signal Booster	399.99
<b>Total 230 - Information Technology</b>					<b>986.41</b>	

<b>Division: 240 - Media Services</b>						
602	5320	Conferences	5414 3CMA	PC - 45719	3CMA Conference Network Event Ticket for Comm. Mgr. 9/4/24	50.00
603	5325	Training	8696 UAV Coach	PC - 45750	Online Class for Drone Certification - PT Media Services Crew	299.00
604	6015	Communication Services	3875 Apple Inc	PC - 45667	Add'l iCloud Storage for One MS Staff Member 8/15-9/14/24	0.99
605	6108	Public Relations & Communications	6109 Facebook Inc	PC - 45665	Facebook Ad for National Night Out 2024 7/25-7/29/2024	7.94
606	6535	Subsidy - Youth Commission	4348 Amazon.Com	PC - 45720	Youth Commission Kindness Event Photo Frames 9/16/24	234.13
607	6535	Subsidy - Youth Commission	1076 Sam's Club Direct	PC - 45721	Youth Commission Food Truck Round Up Giveaway Crackers 8/20/24	149.80
608	6535	Subsidy - Youth Commission	4348 Amazon.Com	PC - 45722	Refund-Youth Comm Kindness Event Award Photo Frames 9/16/24	(234.13)
609	6535	Subsidy - Youth Commission	4348 Amazon.Com	PC - 45723	Youth Commission Kindness Event Award Photo Frames (14) 9/16/24	473.39
610	6535	Subsidy - Youth Commission	4444 Misc Vendor for Procurement Card	PC - 45724	Youth Comm-Fabric for Intergenerational Blanket Event 10/14/24	94.33
611	6535	Subsidy - Youth Commission	4444 Misc Vendor for Procurement Card	PC - 45725	Youth Comm-Fabric for Intergenerational Blanket Event 10/14/24	175.89
612	6535	Subsidy - Youth Commission	4348 Amazon.Com	PC - 45726	9 Youth Comm Scissors-Intergenerational Blanket Event 10/14/24	28.71

# City of Des Plaines

## Warrant Register 10/07/2024

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
613	6535	Subsidy - Youth Commission	2318 Jewel Food Stores	PC - 45727	Youth Comm Mtg Drinks and Snacks for Student Visitors 8/26/24	42.83
614	6535	Subsidy - Youth Commission	5131 Mug's Pizza and Ribs	PC - 45728	Youth Commission Meeting Pizza for Student Visitors 8/26/24	201.95
615	6535	Subsidy - Youth Commission	1076 Sam's Club Direct	PC - 45729	Youth Commission Beverages and Snacks for Bowling Event 9/9/24	199.54
616	7000	Office Supplies	4348 Amazon.Com	PC - 45752	AA Batteries	60.74
617	7300	Uniforms	1538 Lands' End Business Outfitters	PC - 45689	Sweater, Vest, Polos, Sweatshirt for Media Services Staff	198.74
618	7320	Equipment < \$5,000	1091 B&H Photo-Video	PC - 45751	Live Event Audio Equipment and Cables	389.88
619	7320	Equipment < \$5,000	1091 B&H Photo-Video	PC - 45753	Microphone Cable	32.99
<b>Total 240 - Media Services</b>					<b>2,406.72</b>	

<b>Division: 250 - Human Resources</b>						
620	6100	Publication of Notices	1753 American Public Works Association - APWA	PC - 45706	Job Ad- Foreman-Utilities 08/15-09/27/2024	375.00
621	6100	Publication of Notices	1563 American Water Works Assoc (AWWA)	PC - 45707	Job Ad- Foreman-Utilities 08/19-09/18/2024	299.00
622	7000	Office Supplies	4348 Amazon.Com	PC - 45705	12 Pk Sticky Notes, 1 Document Holder	27.95
<b>Total 250 - Human Resources</b>					<b>701.95</b>	

<b>Total 20 - City Administration</b>					<b>4,159.97</b>
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<b>Department: 30 - Finance</b>						
623	7000	Office Supplies	1076 Sam's Club Direct	PC - 45794	2 Packs of K-Cups	84.94
624	7000	Office Supplies	4348 Amazon.Com	PC - 45795	Highlighters, Pop-Up Sticky Notes, Lined Sticky Notes, Sortkwik	46.77
625	7000	Office Supplies	4348 Amazon.Com	PC - 45797	100 Thermal Paper Rolls	39.90
626	7000	Office Supplies	4348 Amazon.Com	PC - 45798	Scotch Tape, Staples, Mouse Pad	39.77
<b>Total 30 - Finance</b>					<b>211.38</b>	

<b>Community Development</b>						
<b>Division: 410 - Building &amp; Code Enforcement</b>						
627	7000	Office Supplies	4348 Amazon.Com	PC - 45739	Gel Pens	12.37
628	7000	Office Supplies	4348 Amazon.Com	PC - 45740	Spiral Notebooks, Gel Pens	30.24

# City of Des Plaines

## Warrant Register 10/07/2024

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
629	7200	Other Supplies	4348 Amazon.Com	PC - 45738	GFCI Outlet Tester X2	43.94
<b>Total 410 - Building &amp; Code Enforcement</b>						<b>86.55</b>

<b>Division: 430 - Economic Development</b>						
630	5320	Conferences	4444 Misc Vendor for Procurement Card	PC - 45713	IHCC Annual Bus Conf/Expo for Econ Dev Mgr 10/03/24	81.88
631	5325	Training	3957 International Council of Shopping Centers - ICSC	PC - 45711	ICSC Training 09/10/24 - Econ Dev Mgr	500.00
632	5325	Training	4444 Misc Vendor for Procurement Card	PC - 45712	SIUE(Edwardsville) Econ Dev Class-Econ Dev Mgr 10/21/24-10/24/24	595.00
<b>Total 430 - Economic Development</b>						<b>1,176.88</b>

<b>Total 40 - Community Development</b>						<b>1,263.43</b>
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<b>Public Works &amp; Engineering</b>						
<b>Division: 510 - Engineering</b>						
633	6000	Professional Services	8880 ReMarkable AS	PC - 45763	Monthly ReMarkable Connect Subscription 08/01-08/31/2024	2.99
634	7200	Other Supplies	4348 Amazon.Com	PC - 45764	2 Power Converters	71.98
<b>Total 510 - Engineering</b>						<b>74.97</b>

<b>Division: 535 - Facilities &amp; Grounds Maintenance</b>						
635	6315	R&M Buildings & Structures	7689 Ambius	PC - 45666	August 2024 Monthly Plant Maintenance	832.08
636	7030	Supplies - Tools & Hardware	4348 Amazon.Com	PC - 45785	Modular Crimper Replacement Blades - PW5116	13.98
637	7030	Supplies - Tools & Hardware	4348 Amazon.Com	PC - 45787	Super B Connector and Fish Tape Repair Kit	36.48
638	7035	Supplies - Equipment R&M	6041 ChargePoint Inc	PC - 45703	Vehicle Charging Station Operations Maintenance	10.00
639	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	PC - 45704	Sink - Fire Station 61	329.00
640	7045	Supplies - Building R&M	2480 Just Faucets	PC - 45786	O-Rings for Men's Bathroom - PW	25.28
641	7300	Uniforms	4444 Misc Vendor for Procurement Card	PC - 45784	Uniform Pants, Shirt and Vest - Foreman	148.98
<b>Total 535 - Facilities &amp; Grounds Maintenance</b>						<b>1,395.80</b>



# City of Des Plaines

## Warrant Register 10/07/2024

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Division: 540 - Vehicle Maintenance</b>					
642	5325	Training	4444 Misc Vendor for Procurement Card	PC - 45672	UST Online Class A/B/C Training and Testing - PW5560 - Foreman 175.00
643	5325	Training	4444 Misc Vendor for Procurement Card	PC - 45675	UST Online Class C Training and Testing - PW5560 - Mechanic 12.95
644	5325	Training	1439 IL Fire Apparatus Mechanics Assoc	PC - 45679	Fire Apparatus Training - 09/17-09/18/2024 - Mechanic 300.00
645	5325	Training	7048 EVT Certification Commission Inc	PC - 45680	EVT Certification Testing - 09/19/2024 - Mechanic 225.00
646	7035	Supplies - Equipment R&M	9027 ILoca Services Incorporated	PC - 45668	Strobe Light Kit - PW5560 404.50
647	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 45674	Organizer, Lock Nuts and Couplers - PW5560 and PW Stock 44.72
648	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 45669	Front Bumper Support - PW5560 58.39
649	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 45671	Trailer Hitch - PW5540 88.00
650	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 45673	Head Light - PW5560 82.99
651	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 45677	Wheel Weights - PW5540 and PW Stock 85.97
652	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 45683	Refund - Wheel Weights (23.99)
653	7300	Uniforms	4348 Amazon.Com	PC - 45676	Uniform Shirts - Foreman 68.98
654	7300	Uniforms	4348 Amazon.Com	PC - 45681	Refund - Uniform Shirt - Foreman (34.99)
655	7300	Uniforms	4348 Amazon.Com	PC - 45682	Refund - Uniform Shirt - Foreman (33.99)
656	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 45670	2-Wheel Dolly - PW5560 56.39
<b>Total 540 - Vehicle Maintenance</b>					<b>1,509.92</b>

<b>Total 50 - Public Works &amp; Engineering</b>	<b>2,980.69</b>
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<b>Police Department</b>					
<b>Division: 100 - Administration</b>					
657	5320	Conferences	4926 American Airlines	PC - 45799	Airfare-Int Assoc Chief's Conf 10/20-10/22/2024 Police Chief 341.96
<b>Total 100 - Administration</b>					<b>341.96</b>

# City of Des Plaines

## Warrant Register 10/07/2024

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Division: 610 - Uniformed Patrol</b>						
658	6300	R&M Software	1143 Crash Data Group	PC - 45699	Crash Data Software Subscription 8/19/2024-8/19/2025	1,500.00
659	7320	Equipment < \$5,000	4444 Misc Vendor for Procurement Card	PC - 45791	Pet Chip Scanners (3)	1,319.97
660	7320	Equipment < \$5,000	1091 B&H Photo-Video	PC - 45793	Antistatic Protection Filter for ET Cameras	74.90
<b>Total 610 - Uniformed Patrol</b>					<b>2,894.87</b>	

<b>Division: 620 - Criminal Investigation</b>						
661	5325	Training	1438 Association of Police Social Workers	PC - 45708	Diversity Made Simple Class 1/17/2025 - 1 Social Worker	125.00
662	5325	Training	1438 Association of Police Social Workers	PC - 45709	Diversity Made Simple Class 1/17/2025 - 1 Social Worker	125.00
663	6015	Communication Services	8347 Browning Trail Cameras	PC - 45662	Cell Connection- Trail Camera for Surveillance 7/29-8/29/2024	29.99
664	7000	Office Supplies	4348 Amazon.Com	PC - 45701	External Hard Drives	133.24
665	7000	Office Supplies	4348 Amazon.Com	PC - 45702	Thumb Drives	248.60
666	7000	Office Supplies	4348 Amazon.Com	PC - 45716	CD-R (6)	116.94
<b>Total 620 - Criminal Investigation</b>					<b>778.77</b>	

<b>Division: 630 - Support Services</b>						
667	5310	Membership Dues	1470 IL Tactical Officers Assoc	PC - 45664	ITOA Membership 8/2/2024-8/2/2025 (1 Training Ofc)	40.00
668	5325	Training	5410 Eagle Ridge Resort	PC - 45714	Deposit Lodging for IPELRA Conf 9/9-9/11/2024 (Rec Sup)	207.59
669	5325	Training	4444 Misc Vendor for Procurement Card	PC - 45736	Lodging for K9 Handler Training Event 8/11-8/16/2024	490.00
670	7000	Office Supplies	4348 Amazon.Com	PC - 45715	Calendar, CD/CVD Envelopes, Date Stamp	105.77
671	7015	Supplies - Police Range	6851 Axon Enterprise Inc	PC - 45684	40 Taser Cartridges	1,610.00
672	7200	Other Supplies	4444 Misc Vendor for Procurement Card	PC - 45710	Chest Seals, Tourniquets, Medical Kit	254.22
673	7320	Equipment < \$5,000	1143 Crash Data Group	PC - 45700	CDR CANplus USB to Serial Cable	102.21
674	7500	Postage & Parcel	1566 UPS Store The	PC - 45792	Shipping for Squad Camera Repair 8/22/2024	23.84

# City of Des Plaines

## Warrant Register 10/07/2024

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
675	8010	Furniture & Fixtures	4348 Amazon.Com	PC - 45698	Magnetic Coat Hooks	188.58
<b>Total 630 - Support Services</b>					<b>3,022.21</b>	

<b>Total 60 - Police Department</b>					<b>7,037.81</b>
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Fire Department						
Division: 100 - Administration						
676	5320	Conferences	1482 Metropolitan Fire Chiefs Association of Illinois	PC - 45730	Registration Luncheon Meeting 8/1/24 - Chief, Deputy Chief	40.00
677	5320	Conferences	1482 Metropolitan Fire Chiefs Association of Illinois	PC - 45734	Fall Symposium 9/5/24 - Chief, Deputy Chief, 3 Division Chiefs	175.00
678	7000	Office Supplies	4348 Amazon.Com	PC - 45731	Magnetic Dry Erase Board - Chief	72.49
679	7000	Office Supplies	4348 Amazon.Com	PC - 45741	Office Chair for Deputy Chief	205.98
680	7550	Miscellaneous Expenses	5888 Jimmy Johns	PC - 45735	Lunch for Labor Board Meeting 8/29/24	67.41
681	8010	Furniture & Fixtures	4348 Amazon.Com	PC - 45760	3 Name Plates	92.05
<b>Total 100 - Administration</b>					<b>652.93</b>	

Division: 710 - Emergency Services						
682	5325	Training	4348 Amazon.Com	PC - 45788	55 Gallon Drum for Training	95.99
683	5325	Training	4348 Amazon.Com	PC - 45789	30 Roof Anchor Brackets, 3 Rolls Tape, 3 OSHA Flags, 5 Cones	1,045.41
684	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 45761	Paramedic License Renewal 08/16/2024 - 08/16/2025 - Engineer	41.00
685	6195	Miscellaneous Contractual Services	8920 Finer Line Inc, The	PC - 45732	Retirement Bricks 5/8/24- Retired Chief, Inspector	109.98
686	6195	Miscellaneous Contractual Services	5705 Artistic Engraving	PC - 45733	Retirement Badge, Engraving and Holder 6/3/24 - Retired Chief	190.40
687	7000	Office Supplies	4348 Amazon.Com	PC - 45756	5 CO Detectors	45.07
688	7025	Supplies - Custodial	4348 Amazon.Com	PC - 45660	Washing Machine Descaler 24 Pack	54.00
689	7035	Supplies - Equipment R&M	4444 Misc Vendor for Procurement Card	PC - 45755	Bump Gas for Monitors	1,350.00
690	7045	Supplies - Building R&M	3518 O'Reilly Auto Parts	PC - 45654	Air Chuck and Tire Gauge for Station 61	21.27

# City of Des Plaines

## Warrant Register 10/07/2024

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
691	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	PC - 45658	Flying Insect Trap	59.91
692	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	PC - 45661	Station 61 Ice Maker Filter	149.97
693	7200	Other Supplies	4348 Amazon.Com	PC - 45653	Retractable Extension Cord Reel	86.97
694	7200	Other Supplies	4348 Amazon.Com	PC - 45656	Coffee Table, End Table, Floor Lamp, Vegetable Peeler	9.99
695	7200	Other Supplies	2452 Ecosolutions LLC	PC - 45754	6 Bags Sphag Sorb	1,657.28
696	7200	Other Supplies	4348 Amazon.Com	PC - 45758	1 Seat Cover	398.64
697	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 45757	1 Rugged Tool Bag Combo	24.62
698	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 45759	1 Gas Mask Bag Respirator Gear Pouch	55.90
699	7550	Miscellaneous Expenses	2337 Shop & Save Market	PC - 45742	Snacks for Staff Meeting 08/20/2024	20.47
700	8010	Furniture & Fixtures	4348 Amazon.Com	PC - 45655	Couch for Station 61	319.99
701	8010	Furniture & Fixtures	4348 Amazon.Com	PC - 45657	Coffee Table, End Table, Floor Lamp, Vegetable Peeler	309.78
702	8010	Furniture & Fixtures	4348 Amazon.Com	PC - 45659	Round Coffee Table for Station 61	162.17
<b>Total 710 - Emergency Services</b>					<b>6,208.81</b>	

<b>Division: 720 - Fire Prevention</b>						
703	7200	Other Supplies	5217 Positive Promotions Inc	PC - 45743	250 Oven Sticks, 750 Junior Fire Hats, 3,000 Shield Stickers	1,691.75
<b>Total 720 - Fire Prevention</b>					<b>1,691.75</b>	

<b>Division: 730 - Emergency Management Agency</b>						
704	7550	Miscellaneous Expenses	4348 Amazon.Com	PC - 45800	1,000 Fidget Toy Packs - National Night Out	39.98
705	7550	Miscellaneous Expenses	4444 Misc Vendor for Procurement Card	PC - 45801	200 EMA Custom Post-It Notes for Public Education	274.99
706	7550	Miscellaneous Expenses	4348 Amazon.Com	PC - 45802	204 Sheets Glitter Tattoos, 408 Tattoos, 1,000 Fidget Toy Packs	48.97
<b>Total 730 - Emergency Management Agency</b>					<b>363.94</b>	

<b>Total 70 - Fire Department</b>					<b>8,917.43</b>
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<b>Total 100 - General Fund</b>					<b>25,120.71</b>
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# City of Des Plaines

## Warrant Register 10/07/2024

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Fund: 260 - Asset Seizure Fund</b>						
<b>Program: 2620 - DEA</b>						
707	5325	Training	1470 IL Tactical Officers Assoc	PC - 45663	Shoot House Instructor Course 8/5-8/9/2024 (1 Training Ofc)	1,035.00
708	5325	Training	4444 Misc Vendor for Procurement Card	PC - 45697	Lodging for Negotiator Training 8/4-8/9/2024 (2 Negotiators)	790.95
709	7200	Other Supplies	4348 Amazon.Com	PC - 45685	Targets for TRT	39.99
710	7200	Other Supplies	4348 Amazon.Com	PC - 45688	Targets for TRT	211.47
711	7200	Other Supplies	7186 Bentley's Pet Stuff-SC	PC - 45737	Food for K9 Jager 8/27/2024	196.18
712	7320	Equipment < \$5,000	5854 MidwayUSA	PC - 45686	Rifle Optic for TRT (4)	1,066.96
713	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 45687	Steel Target Hanger for TRT	99.99
<b>Total 2620 - DEA</b>					<b>3,440.54</b>	

<b>Program: 2640 - Forfeit</b>						
714	6115	Licensing/Titles	1744 IL Secretary of State	PC - 45790	Squad# 4 Vehicle Registration 2024-2025 License Plate L515849	154.40
<b>Total 2640 - Forfeit</b>					<b>154.40</b>	

<b>Total 260 - Asset Seizure Fund</b>					<b>3,594.94</b>
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<b>Fund: 400 - Capital Projects Fund</b>						
715	5325	Training	1546 IPELRA	PC - 45762	IPELRA Adv Performance Mgmt Training 8/15/24- Asst Dir of Eng	175.00
<b>Total 400 - Capital Projects Fund</b>					<b>175.00</b>	

<b>Fund: 420 - IT Replacement Fund</b>						
716	8005	Computer Hardware	4348 Amazon.Com	PC - 45772	APC UPS and Laptop Case	52.49
717	8005	Computer Hardware	4348 Amazon.Com	PC - 45782	Computer Speakers	269.00
<b>Total 420 - IT Replacement Fund</b>					<b>321.49</b>	

<b>Fund: 500 - Water/Sewer Fund</b>						
<b>Division: 550 - Water Systems</b>						
718	6015	Communication Services	4444 Misc Vendor for Procurement Card	PC - 45747	SCADA API Services - 08/07/2024	40.00
719	7020	Supplies - Safety	4348 Amazon.Com	PC - 45744	Lens Wipes	26.85
720	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 45678	Suction Hose Screens - Water Stock	107.58

# City of Des Plaines

## Warrant Register 10/07/2024

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
721	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 45748	iPad Case	30.98
722	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 45749	Screen Protector	21.98
723	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 45746	Whiteboard and Lock Boxes	56.42
<b>Total 550 - Water Systems</b>					<b>283.81</b>	

<b>Division: 560 - Sewer Systems</b>						
724	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 45745	Whiteboard and Lock Boxes	59.19
<b>Total 560 - Sewer Systems</b>					<b>59.19</b>	

<b>Total 500 - Water/Sewer Fund</b>					<b>343.00</b>
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<b>Fund: 700 - Escrow Fund</b>						
725	2224	Special Event - Food Truck Round Up	4348 Amazon.Com	PC - 45691	Paper Plates for Harvest Hoot 10/19/24, Megaphone, Neosporin, an	20.38
726	2224	Special Event - Food Truck Round Up	9118 Purple Me Green Corporation	PC - 45693	Science Truck Activity at Food Truck Round Up 8/20/24	250.00
727	2224	Special Event - Food Truck Round Up	4633 Walgreen Co	PC - 45694	Batteries for Food Truck Round Up 8/20/24	19.99
728	2224	Special Event - Food Truck Round Up	8907 Webstaurant Store LLC	PC - 45696	Picnic Tables for Food Truck Round Up 9/17/24	2,537.22
729	2229	Event - Holiday Lighting	8961 American Paper Optics LLC	PC - 45695	Holiday Spec Giveaway for Tree Lighting 12/6/24	327.00
730	2231	Escrow - Harvest Hoot	4348 Amazon.Com	PC - 45690	Paper Plates for Harvest Hoot 10/19/24, Megaphone, Neosporin	57.78
731	2231	Escrow - Harvest Hoot	4348 Amazon.Com	PC - 45692	Hole Punch for Harvest Hoot 10/19/24	16.31
<b>Total 700 - Escrow Fund</b>					<b>3,228.68</b>	

<b>Grand Total</b>					<b>32,783.82</b>
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# City of Des Plaines

## Warrant Register 10/07/2024

### Summary

	<u>Amount</u>	<u>Transfer Date</u>
Automated Accounts Payable	\$ 3,405,086.50 **	10/7/2024
Manual Checks	\$ 28,669.32 **	9/20/2024
Payroll	\$ 1,453,793.27	9/20/2024
RHS Payout	\$ -	
Electronic Transfer Activity:		
JPMorgan Chase Credit Card	\$ 32,783.82 **	9/24/2024
Chicago Water Bill ACH	\$ 233,064.00	9/30/2024
Postage - Pitney Bowes	\$ 3,000.00	9/19/2024
Postage - Sebis Utility	\$ 15,000.00	9/5/2024
Utility Billing Refunds		
Debt Interest Payment		
IMRF Payments	\$ 113,726.17	9/6/2024
Employee Medical Trust		
<b>Total Cash Disbursements:</b>	<b><u>\$ 5,285,123.08</u></b>	

\* Multiple transfers processed on and/or before date shown

\*\* See attached report

Adopted by the City Council of Des Plaines

This Seventh Day of October 2024

Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

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Jessica M. Mastalski, City Clerk

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Andrew Goczkowski, Mayor




**COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT**

 1420 Miner Street  
 Des Plaines, IL 60016  
 P: 847.391.5380  
 desplainesil.gov

**MEMORANDUM**

**Date:** September 26, 2024

**To:** Dorothy Wisniewski, City Manager

**From:** Samantha Redman, Senior Planner *SR*

**Cc:** Jeff Rogers, AICP, Director of Community and Economic Development *JWR*

**Subject:** Conditional Use for Food Processing Establishment (Catering) at 1545-1547 Lee Street

**Issue:** The petitioner is requesting a conditional use to allow a food processing establishment in the C-4, Regional Shopping District.

**PINs:** 09-20-400-051-0000 & 09-20-400-052-0000

**Petitioner:** Pepi Company of Illinois, LLC, d/b/a Alonti Catering Kitchen, 3512 Lake Street, Houston, TX 77098

**Owner:** PJR Properties, LLC 1153 Lee St Suite 109, Des Plaines, IL 60016

**Case Number:** #24-035-CU

**Ward Number:** #5, Alderman Carla Brookman

**Existing Zoning:** C-4, Regional Shopping District

**Surrounding Zoning:** North: C-3, General Commercial District and M-1, Limited Manufacturing  
 South: R-1, Single Family Residential  
 East: Railroad  
 West: C-4, Regional Shopping District

**Surrounding Land Uses:** North: Restaurant building and manufacturing building  
 South: Single Family Residences  
 East: Railroad  
 West: Shopping center

**Street Classification:** Lee Street is classified as a principal arterial road under Illinois Department of Transportation (IDOT) jurisdiction. The portion of Oakton Street adjacent to the property is classified as a secondary road under the City of Des Plaines jurisdiction.

**Comprehensive Plan:** The Comprehensive Plan illustrates this site as commercial.

**Property/Zoning History:** The Oaks Shopping Center was constructed in the mid-1980s. The specific units for this conditional use most recently included a flooring company and a nail salon. The nail salon was relocated to a different unit in the shopping center and the unit with the flooring company has been vacant since 2020.

The Planning and Zoning Board and City Council reviewed and approved first reading of an ordinance for a text amendment to allow a food processing establishment (the use that catering falls under) in the C-4, Regional Shopping District, if a public facing component was added to the business and the total number of commercial vehicles parked overnight restricted to one per 1,000 square feet of floor area. The text amendment was approved unanimously by the City Council on first reading at the September 3<sup>rd</sup> City Council meeting and second reading for the final decision will be on September 16<sup>th</sup>. This conditional use is dependent on the approval of the text amendment.

**Project Description:** Pepi Company of Illinois, LLC, operating at Alonti Catering Kitchen, are seeking to open a food processing establishment (also called a catering kitchen) in a combined tenant space in The Oaks Shopping Center at 1545-1547 Lee Street. This property is zoned C-4, Regional Shopping District. The definition of a food processing establishment is below:

“Establishments producing or processing foods and certain related products. Includes: a) bakery products, sugar and confectionery products (except facilities that produce goods only for on site sales with no wider distribution); b) dairy products processing; c) fat and oil products (not including rendering plants); d) fruit and vegetable canning, preserving, and related processing; e) grain mill products and byproducts; f) meat, poultry, and seafood canning, curing, and byproduct processing (not including facilities that also slaughter animals); and g) miscellaneous food preparation from raw products, including catering services that are independent from food stores or restaurants” (Section 12-13-3).

Refer to the Petitioner’s Narrative for business operation information. The petitioner describes their business as a catering kitchen without on-site dining and food consumption; instead, the operations are focused on delivery and carryout orders. All food is made on site and delivered by employees.

The petitioner’s application materials state that approximately twelve employees, two managers, and ten crew members are anticipated to be employed by this business. The space to be used for this business would require a building permit to add all kitchen, ventilation and other necessary facilities. Business hours, as stated in the Petitioner’s Narrative, are from 7 a.m. to 4:30 p.m. However, employees arrive at 5 AM and some deliveries may occur overnight or in the early morning.

To fulfill the requirement in Footnote 26 of the C-4 zoning district for food processing establishments, a carryout option is available for customers to purchase food ahead of time and pick up from the store front. A condition of approval states this option should be available during business hours a minimum of five days per week.

### *Off-Street Parking*

Shopping centers require 3 spaces for every 1,000 square feet of gross floor area (pursuant to Section 12-9-7). Although the precise quantity of required parking stalls will be confirmed at time of building permit for the interior buildout of the unit, it is anticipated sufficient parking is available for this use in this location. The approximate total floor area of the building is 113,400 square feet, requiring 341 parking spaces for all uses. Excluding the Wendy's parking lot, 595 parking spaces are available in this shopping center.

The zoning ordinance also permits the exclusion of certain areas of a building from the parking calculation such as restrooms, storage areas, and mechanical rooms; if this reduction is calculated, the total required parking count would be an even more substantial surplus of parking.

No vehicles are anticipated to be parked overnight; however, the C-4 zoning district allows for 1 commercial vehicle per 1,000 square feet to be parked on the property. Although none are currently proposed, given the size of the combined tenant space of 2400 square feet, up to 2 vehicles could be parked onsite overnight, by right. A condition of approval states that any overnight parking of vehicles with advertising for the company may not be parked on the property in such a way that they would serve as an extra sign for the business.

### *Traffic and Loading*

No changes to access on this property are proposed. Loading and unloading generated by this use would include vehicle trips associated with employees, customers and deliveries. Loading and unloading will occur in the existing rear loading dock of the building (refer to Loading Space attachment). There are anticipated to be biweekly deliveries from Sysco and daily produce deliveries are completed in the early morning or night hours. This loading area is in the rear of the tenant space, east of the building adjacent to the railroad. Delivery trucks of approximately 50 feet in length will use this loading area.

Individual deliveries of prepared meals to customers will be within the personal vehicles of employees, which are typical sedan sized vehicles. 12-18 deliveries are projected per day, occurring between 6:00 a.m. and 7:00 a.m. for breakfast and 10:00 a.m. and 11:00 a.m. for lunch. Delivery drivers are anticipated to return at approximately 2:00 p.m. Loading and unloading of these deliveries may occur either in the loading dock to the rear or carried from the storefront to the parking lot.

A condition of approval states that any loading/unloading should be completed expeditiously and no overnight parking of vehicles is permitted in the loading dock or in the drive aisle in front of the proposed catering facility unit.

### **Planning and Zoning Board (PZB) Recommendation**

The PZB held a public hearing on September 10, 2024 to consider the requests. The PZB voted 5-0 to recommend that City Council approve the conditional use request with the staff recommended conditions. The rationale for the PZB's vote is captured in the attached minutes from the September 10, 2024 PZB Meeting.

### **City Council Action**

Pursuant to Section 12-3-4.D.4 of the Zoning Ordinance, the Council has the final authority on the Conditional Use requests. The Council may approve, approve with modifications, or deny Ordinance Z-23-24, which includes the requested entitlements for the proposed food processing establishment. If the City Council decides to approve this request, staff and the PZB recommend the following conditions.

### **Recommended Conditions of Approval**

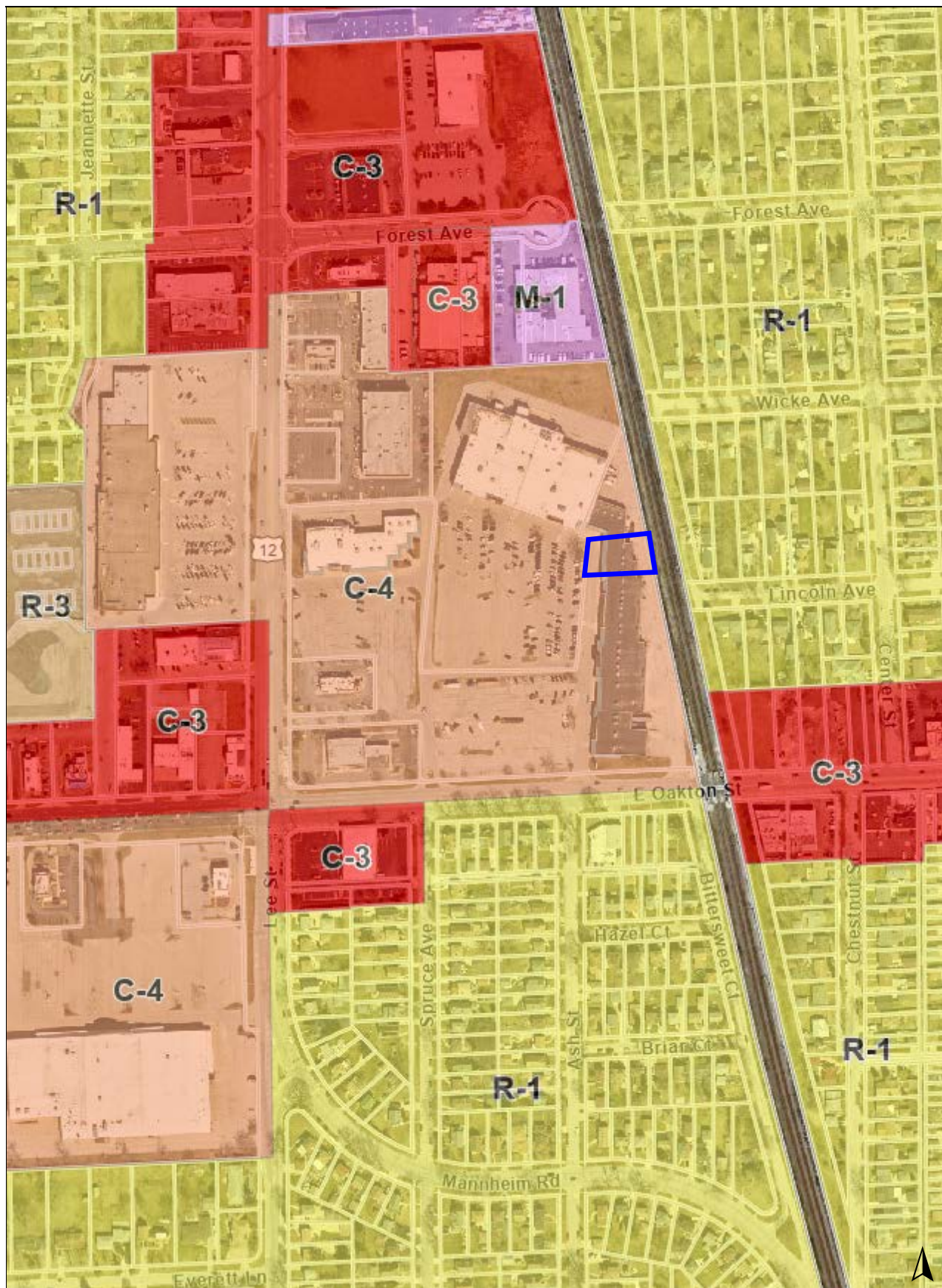
1. Loading and unloading within any drive aisle directly in front of the unit or within the rear loading dock shall be completed promptly and no delivery vehicles shall be left unattended.
2. Regular use of refrigerated trucks or other temporary storage units for the storage of inventory upon the Property is prohibited. Temporary storage associated with unique circumstances may be considered on a case-by-case basis subject to the review and approval by the Director of Community & Economic Development or their designee after submittal of a request in writing outlining the proposed timeframe, location on the site, and other details relating to the temporary use.
3. Any commercial vehicles associated with the Proposed Use on the Property may only be parked overnight in compliance with Footnote 26 of Section 12-7-3.K of the Zoning Ordinance and may not be parked in such a way that any advertising located on the vehicle is readily visible from any public way so as to serve as a sign for the Proposed Use.
4. The Proposed Use must offer and make available carryout menu options open to the public during the regular business hours on a minimum of five days per week.
5. The vinyl curtain strips located across the exterior loading door of the Property must be either replaced or removed prior to issuance of business registration for the Proposed Use.

### **Attachments:**

- Attachment 1: Location Map
- Attachment 2: Staff Site and Context Photos
- Attachment 3: Loading Space Exhibit
- Attachment 4: Site Plan
- Attachment 5: PZB Chairman Recommendation Letter
- Attachment 6: Excerpt of Minutes from September 10, 2024 PZB Meeting

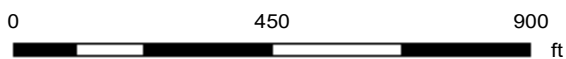
### **Ordinance Z-23-24**

- Exhibit A: Petitioner's Narrative
- Exhibit B: Petitioner's Response to Standards
- Exhibit C: ALTA/ACSM Land Title Survey



**Legend**

- Subject Site
- C-3: General Comm
- C-4: Regional Shopp
- M-1: Limited Manufacturing
- R-1: Single Family Residential
- R-3: Townhouse Residential



**Print Date: 9/6/2024**

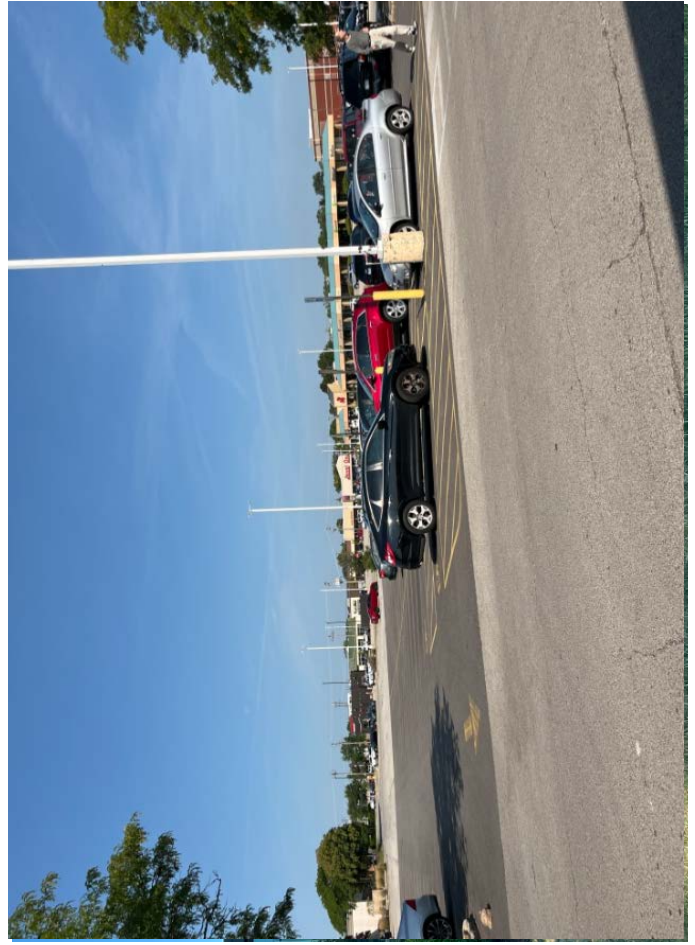
**Notes**

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.





View of proposed unit spaces



View of portion of parking lot



Public Notice Sign



View of loading area



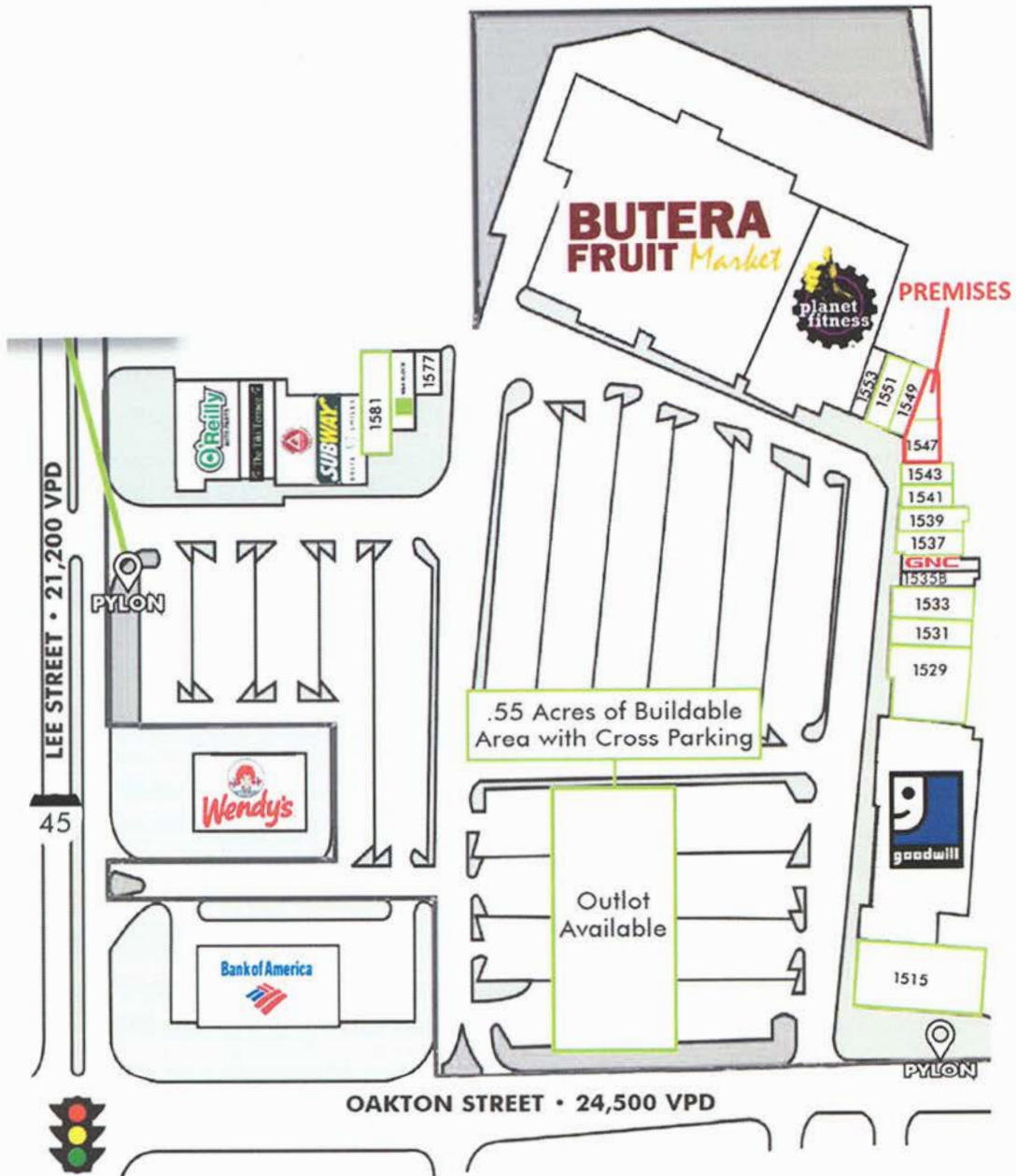




**EXHIBIT B**

**SITE PLAN INCLUDING PREMISES**

*This Exhibit is intended for general and illustrative purposes only and is not for reliance. Actual existing tenancies and improvements, including the size, quantity, locations, and other aspects thereof, may and will vary.*





**COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT**

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

September 12, 2024

Mayor Goczkowski and Des Plaines City Council  
CITY OF DES PLAINES

**Subject:** Planning and Zoning Board, Conditional Use for Food Processing Facility, Case #24-035-CU

**RE:** Consideration of a Conditional Use to Allow A Food Processing Establishment at 1545-1547 Lee Street

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) held a public hearing on September 10, 2024 to consider the request.

1. The petitioner and the petitioner's representative provided testimony about their proposed business to be located at 1545-1547 Lee Street, in the C-4 Zoning District. The petitioner described the catering kitchen use. The Board asked specific questions about this use operating in this location, including information about pickup/carryout, deliveries to and from the facility, the history of the business in various locations, and proposed investment in this space. The Board asked about the size of orders and how deliveries would occur. The petitioner stated the typical order is several hundred dollars and the largest orders can be several thousand dollars, serving several hundred people. Deliveries are typically completed in the personal vehicles of employees, but for large orders a truck may be rented. Most orders would be carried to the parking lot, although large orders may occur in the loading area or in the drive aisle in front of the building.
2. Staff provided a summary of the conditional use request and the proposed conditions. Staff stated the conditional use is contingent upon approval of the text amendment to the C-4 Zoning District allowing food processing establishments in this zoning. The Board clarified the conditions with staff, including the replacement of the vinyl curtain on the rear loading dock; staff stated upon site visit that this item was in disrepair and thus added the condition.
3. No one from the public spoke regarding this request.
4. The PZB voted 5-0 to recommend that City Council approve the conditional use, with the five conditions suggested by staff.

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



**DES PLAINES PLANNING AND ZONING BOARD MEETING**  
**September 10, 2024**  
**MINUTES**

**2. Address:** 1545-1547 Lee Street

**Case Number:** 24-035-CU

**PIN's:** 09-20-400-051-0000 and 09-20-400-052-0000

**Petitioner:** Pepi Company of Illinois, LLC d/b/a Alonti Catering Kitchen, 3512 Lake Street, Houston, TX 77098

**Case Number:** #24-035-CU

The petitioner is requesting a conditional use to operate a food processing establishment in the C-4, Regional Shopping District on the subject property, and any variations, waivers, and zoning relief as may be necessary.

Chairman Szabo introduced the case.

Attorney Bernard Citron, Thompson Coburn, and business owner George Pepi were sworn in.

Mr. Citron summarized the applicant's request. The tenant space has been vacant for an extended period. The applicant has coordinated with staff previously regarding a text amendment to the Code to authorize the proposed use as a conditional use upon the property. In accordance with the requirements of the amendment to the Code, the applicant will provide opportunity for online, telephone, and in person ordering for delivery or pick-up only in this tenant space. The only difference is that you cannot eat there. The applicant, Alonti Catering currently has four active locations in the region. The applicant intends to comply with all five conditions of approval listed in staff's sample motion.

Mr. Citron confirmed that the proposed use would utilize private vehicles of their employees to deliver catering orders and do not intend to store delivery vehicles on the property overnight. Deliveries are done by the individual employees.

Mr. Citron noted that the business has been in existence for more than 50 years. This will be the 5<sup>th</sup> location in Chicago. Also, it will be located in a convenient spot.

Member Weaver inquired about the size of a typical order.

Mr. Pepi noted that a typical order is approximately \$400-\$500 with the largest orders exceed \$4,000-\$5,000.

Member Weaver inquired about the quantity of people that would be served by a large order.

Mr. Pepi confirmed that their largest orders typically accommodate several hundred people.

Member Weaver inquired whether private employee vehicles would be sufficient to deliver such large orders.

Mr. Pepi noted that when such large orders are received, the business typically rents a truck for one-time use to transport all of the order in one trip.

Member Veremis inquired about the proposed location of loading of vehicles for deliveries.

Mr. Pepi noted that the majority of orders would be carried to vehicles in the parking lot. Medium size orders might involve loading in the drive aisle in front of the building and large orders would involve loading in the rear of the building.

Chairman Szabo requested a summary of the staff report.

Senior Planner Redman provided a summary of the staff report. The petitioner is requesting a conditional use to allow a food processing establishment in the C-4, Regional Shopping District.

**PINs:** 09-20-400-051-0000 & 09-20-400-052-0000

**Petitioner/Owner:** Pepi Company of Illinois, LLC, d/b/a Alonti Catering Kitchen, 3512 Lake Street, Houston, TX 77098

**Case Number:** #24-035-CU

**Ward Number:** #5, Alderman Carla Brookman

**Existing Zoning:** C-4, Regional Shopping District

**Surrounding Zoning:** North: C-3, General Commercial District and M-1, Limited Manufacturing

South: R-1, Single Family Residential

East: Railroad

West: C-4, Regional Shopping District

**Surrounding Land Uses:** North: Restaurant building and manufacturing building

South: Single Family Residences

East: Railroad

West: Shopping center

**Street Classification:** Lee Street is classified as a principal arterial road under Illinois Department of Transportation (IDOT) jurisdiction. The portion of Oakton Street adjacent to the property is classified as a secondary road under the City of Des Plaines jurisdiction.

**Comprehensive Plan:** The Comprehensive Plan illustrates this site as commercial.

**Property/Zoning History:** The Oaks Shopping Center was constructed in the mid-1980s. The specific units for this conditional use most recently included a flooring company and a nail salon. The nail salon was relocated to a different unit in the shopping center and the unit with the flooring company has been vacant since 2020.

The Planning and Zoning Board and City Council reviewed and approved first reading of an ordinance for a text amendment to allow a food processing establishment (the use that catering falls under) in the C-4, Regional Shopping District, if a public facing component was added to the business and the total number of commercial vehicles parked overnight restricted to one per 1,000 square feet of floor area. The text amendment was approved unanimously by the City Council on first reading at the September 3<sup>rd</sup> City Council meeting and second reading for the final decision will be on September 16<sup>th</sup>. This conditional use is dependent on the approval of the text amendment.

**Project Description:** Pepi Company of Illinois, LLC, operating at Alonti Catering Kitchen, are seeking to open a food processing establishment (also called a catering kitchen) in a combined tenant space in The Oaks Shopping Center at 1545-1547 Lee Street. This property is zoned C-4, Regional Shopping District. The definition of a food processing establishment is below:

“Establishments producing or processing foods and certain related products. Includes: a) bakery products, sugar and confectionery products (except facilities that produce goods only for on site sales with no wider distribution); b) dairy products processing; c) fat and oil products (not including rendering plants); d) fruit and vegetable canning, preserving, and related processing; e) grain mill products and byproducts; f) meat, poultry, and seafood canning, curing, and byproduct processing (not including facilities that also slaughter animals); and g) miscellaneous food preparation

from raw products, including catering services that are independent from food stores or restaurants” (Section 12-13-3).

Refer to the Petitioner’s Narrative for business operation information. The petitioner describes their business as a catering kitchen without on-site dining and food consumption; instead, the operations are focused on delivery and carryout orders. All food is made on site and delivered by employees.

The petitioner’s application materials state that approximately twelve employees, two managers, and ten crew members are anticipated to be employed by this business. The space to be used for this business would require a building permit to add all kitchen, ventilation and other necessary facilities. Business hours, as stated in the Petitioner’s Narrative, are from 7 a.m. to 4:30 p.m. However, employees arrive at 5 AM and some deliveries may occur overnight or in the early morning.

To fulfill the requirement in Footnote 26 of the C-4 zoning district for food processing establishments, a carryout option is available for customers to purchase food ahead of time and pick up from the store front. A condition of approval states this option should be available during business hours a minimum of five days per week.

*Off-Street Parking*

Shopping centers require 3 spaces for every 1,000 square feet of gross floor area (pursuant to Section 12-9-7). Although the precise quantity of required parking stalls will be confirmed at time of building permit for the interior buildout of the unit, it is anticipated sufficient parking is available for this use in this location. The approximate total floor area of the building is 113,400 square feet, requiring 341 parking spaces for all uses. Excluding the Wendy’s parking lot, 595 parking spaces are available in this shopping center.

The zoning ordinance also permits the exclusion of certain areas of a building from the parking calculation such as restrooms, storage areas, and mechanical rooms; if this reduction is calculated, the total required parking count would be an even more substantial surplus of parking.

No vehicles are anticipated to be parked overnight; however, the C-4 zoning district allows for 1 commercial vehicle per 1,000 square feet to be parked on the property. Although none are currently proposed, given the size of the combined tenant space of 2400 square feet, up to 2 vehicles could be parked onsite overnight, by right. A condition of approval states that any overnight parking of vehicles with advertising for the company may not be parked on the property in such a way that they would serve as an extra sign for the business.

#### *Traffic and Loading*

No changes to access on this property are proposed. Loading and unloading generated by this use would include vehicle trips associated with employees, customers and deliveries. Loading and unloading will occur in the existing rear loading dock of the building (refer to Loading Space attachment). There are anticipated to be biweekly deliveries from Sysco and daily produce deliveries are completed in the early morning or night hours. This loading area is in the rear of the tenant space, east of the building adjacent to the railroad. Delivery trucks of approximately 50 feet in length will use this loading area.

Individual deliveries of prepared meals to customers will be within the personal vehicles of employees, which are typical sedan sized vehicles. 12-18 deliveries are projected per day, occurring between 6:00 a.m. and 7:00 a.m. for breakfast and 10:00 a.m. and 11:00 a.m. for lunch. Delivery drivers are anticipated to return at approximately 2:00 p.m. Loading and unloading of these deliveries may occur either in the loading dock to the rear or carried from the storefront to the parking lot.

A condition of approval states that any loading/unloading should be completed expeditiously and no overnight parking of vehicles is permitted in the loading dock or in the drive aisle in front of the proposed catering facility unit.

#### **Standards for Conditional Use**

The following is a discussion of standards for conditional uses from Section 12-3-4(E) of the Zoning Ordinance. Rationale for how the proposed use would satisfy the standards is provided below and in the petitioner's response to standards. The PZB may use this rationale toward its recommendation, or the Board may make up its own.



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

*Comment:* Food processing establishments are a conditional use in the C-4 zoning district.

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

*Comment:* The 2019 Comprehensive Plan illustrates this area to be used for Commercial. This business would create a partially commercial use in this shopping center. Food processing establishments can be classified as a manufacturing use in certain circumstances, but the inclusion of the carryout option with the business provides some commercial activity.

**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:* This use will be within an existing building and not physically alter the existing character of the shopping center or neighborhood. The carryout option is intended to provide a more active commercial use that fits within the character of this shopping center.

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

*Comment:* As discussed in the Petitioner's Narrative, the business hours will operate daily from 7:00 a.m. to 4:30 p.m., with employees arriving around 5 a.m. and some deliveries occurring overnight or in the early hours. This property abuts a railroad, with residential properties on the opposite side. It is not anticipated this use will create any disturbance out of character with the remainder of the current or previous shopping center uses.

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

*Comment:* The existing building has been adequately served by essential public facilities and services. Staff have no concerns that the proposed use will not be adequately served with essential public facilities and services.

**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 proposed use would not create a burden on public facilities or services. This business would be located within an existing building and it is not anticipated that this use

would generate additional need for public facilities or services compared to any other unit within this shopping center.

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

*Comment:* Traffic generated by this use will include trips generated for employees, deliveries, and carry out customers. Refer to Traffic and Loading section of this report for details on deliveries and hours. No extraordinary glare, smoke fumes, or odors are anticipated to occur with the operation of this business; however, any business within Des Plaines must meet Chapter 12 – Environmental Performance Standards of the Zoning Ordinance regulating noise, odor, glare, and any other specified nuisances, otherwise enforcement action can be taken.

- 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:* Access to the building will be provided through the existing entrances to the shopping center and loading area behind the unit. No additional curb cuts are proposed for this property.

- 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 use would not result in the damage of natural, scenic, or historic features.

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

*Comment:* The proposed use complies with all applicable requirements as stated in the Zoning Ordinance.

**PZB Procedure and Recommended Conditions:** Under Section 12-3-7.D (Procedure for Review and Decision for Amendments) of the Zoning Ordinance, the PZB has the authority to *recommend* that the City Council approve or deny the above-mentioned conditional use. 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 Use). If the PZB recommends and City Council ultimately approves the request, staff recommends the following conditions.

1. Loading and unloading within any drive aisle directly in front of the unit or within the rear loading dock shall be completed promptly and no delivery vehicles shall be left unattended.

2. Regular use of refrigerated trucks or other temporary storage units for the storage of inventory upon the property is prohibited. Temporary storage associated with unique circumstances can be considered on a case-by-case basis subject to the review and approval by the Director of Community & Economic Development or their designee after submittal of a request in writing outlining the proposed timeframe, location on the site, and other details relating to the temporary use.
3. An commercial vehicles for this property shall only be parked overnight in accordance with Footnote 26 of Section 12-7-3.K and shall not be parked in such a way that any advertising located on the vehicle is readily visible from any public way so as to serve as a sign for the business.
4. When the business is operating, carryout options open to the public must be available during regular business hours a minimum of five days a week.
5. The vinyl curtain strips located across the exterior loading door must be either replaced or removed prior to issuance of business registration.

Senior Planner Redman provided a summary of the case. The proposed text amendment is awaiting second and final consideration by the City Council. The current application is being considered contingent upon the adoption of the text amendment by the City Council on September 16, 2024.

Senior Planner Redman summarized the City's requirements prohibiting utilization of vehicles parked adjacent to the public right-of-way as signage.

Chairman Szabo opened the public hearing.

No one from the public came forward to speak.

Chairman Szabo closed the public hearing.

A motion was made by Member Weaver and seconded by Member Saletnik to recommend approval to the City Council inclusive of the five conditions included in the staff report.

AYES: Weaver, Fowler, Saletnik, Veremis, Szabo  
NAYES: None  
ABSTAIN: None

\*\*\*MOTION CARRIED\*\*\*

**CITY OF DES PLAINES**

**ORDINANCE Z - 23 -24**

**AN ORDINANCE APPROVING A CONDITIONAL  
USE FOR A FOOD PROCESSING ESTABLISHMENT  
AT 1545-1547 LEE ST, DES PLAINES, ILLINOIS.  
(Case #24-035-CU).**

**WHEREAS**, PJR Properties, LLC (“*Owner*”) is the owner of the property commonly known as 1545-1547 Lee Street, which is located in the City; and

**WHEREAS**, the Subject Property is located in the C-4 (“*C-4 District*”) and improved with a one-story, multitenant shopping center with associated surface parking areas; and

**WHEREAS**, Pepi Company of Illinois, LLC, d/b/a Alonti Catering Kitchen, proposes to also operate a food processing facility in the tenant space located at 1545-1547 Lee Street (“*Proposed Use*”); and

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

**WHEREAS**, Section 12-7-3.K of the Zoning Ordinance provides that food processing establishments, are only permitted in the C-4 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 has filed, with the consent of the Owner, an application with the City for the approval of a conditional use permit to allow the Proposed Use on the Subject Property (“*Proposed Conditional Use Permit*”); and

**WHEREAS**, the Petitioner’s application for the Proposed Conditional Use Permit was referred by the Department of Community and Economic Development to the Planning and Zoning Board (“*PZB*”) within 15 days after receipt of the application; and

**WHEREAS**, within 90 days after the date of the Petitioner's application, a public hearing was held by the PZB was held on September 10, 2024, pursuant to publication in the *Des Plaines Journal* on August 21, 2024; and

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

**WHEREAS**, during the public hearing, the PZB heard testimony and received evidence with respect to how the Petitioner intended to satisfy and comply with the provisions of the Zoning Ordinance; and

**WHEREAS**, pursuant to Section 12-3-4 of the Zoning Ordinance, the Board filed a written report with the City Council on September 10, 2024, summarizing the testimony and

evidence received by the Board and stating its recommendation, voting 5-0 to recommend approval of the Proposed Conditional Use Permit, subject to certain conditions; and

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

**WHEREAS**, the City Council has considered the written report of the Board, the applicable standards for conditional uses and variations set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated September 19, 2024, and has determined that it is in the best interest of the City and the public to approve the Proposed 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 Proposed Conditional Use Permit.

**SECTION 2. LEGAL DESCRIPTION OF THE SUBJECT PROPERTY.** The Subject

Property is legally described as:

LOT 1 IN THE OAKS SHOPPING CENTER SUBDIVISION OF THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF THE MINNEAPOLIS ST. PAUL AND SAULT ST. MARIE RAILROAD, AND LYING SOUTH OF THE NORTH 332 FEET OF THE SOUTH HALF OF THE SOUTHEAST QUARTER THEREOF, (EXCEPT FROM THE NORTHERLY 300 FEET OF THE WEST 350 FEET, AND EXCEPT THAT PART TAKEN AND USED FOR OAKTON AND LEE STREET), IN COOK COUNTY, ILLINOIS.

PINs: 09-20-400-051-0000 and 09-20-400-052-0000

Commonly known as: 1545-47 Lee Street

**SECTION 3. APPROVAL OF PROPOSED 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 Conditional Use Permit to allow the Proposed

Use by the Petitioner on the Subject Property. The Proposed 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 OF APPROVAL.** The approvals granted in Section 3 of this Ordinance are expressly subject to and contingent upon compliance by the Petitioner with each and all of the following conditions, all at the sole cost and expense of the Petitioner:

A. Compliance with Law and Regulations. The development, use, operation, and maintenance of the Proposed Uses and the Subject Property 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 Proposed Use and the Subject Property must 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 Petitioner's Narrative, prepared by the Petitioner, consisting of two sheets, undated, a copy of which is attached to and, by this reference, made a part of this Ordinance as *Exhibit A*;

2. The Petitioner's Response to Standards, prepared by the petitioner, consisting of two sheets, undated, a copy of which is attached to and, by this reference, made a part of this Ordinance as *Exhibit B*; and

3. An ALTA/ACSM Land Title Survey, prepared by B.H. Suhr & Company Inc., dated October 29, 2010, a copy of which is attached to and, by this reference, made a part of this Ordinance as *Exhibit C*;

C. Additional Conditions.

1. Loading and unloading within any drive aisle directly in front of the Property or within the rear loading dock must be completed promptly and no delivery vehicles may be left unattended.

2. Regular use of refrigerated trucks or other temporary storage units for the storage of inventory upon the Property is prohibited. Temporary storage associated with unique circumstances may be considered on a case-by-case basis subject to the review and approval by the Director of Community & Economic Development or their designee after submittal of a request in writing outlining the proposed timeframe, location on the site, and other details relating to the temporary use.

3. Any commercial vehicles associated with the Proposed Use on the Property may only be parked overnight in compliance with Footnote 26 of Section 12-7-3.K of the Zoning Ordinance and may not be parked in such a way that any advertising located on the vehicle is readily visible from any public way so as to serve as a sign for the Proposed Use.

4. The Proposed Use must offer and make available carryout menu options open to the public during the regular business hours on a minimum of five days per week.

5. The vinyl curtain strips located across the exterior loading door of the Property must be either replaced or removed prior to issuance of business registration for the Proposed Use.



**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 fails to develop or maintain the Subject Property in accordance with the plans submitted, the requirements of the Zoning Ordinance, or the conditions set forth in Section 4 of this Ordinance, the approval granted by Section 3 of this Ordinance may be revoked after notice and hearing before the Zoning Administrator of the City, all in accordance with the procedures set forth in Section 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-4 District. Further, in the event of such revocation, the City Manager and the 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 the 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.**

A. This Ordinance shall be in full force and effect subject to the occurrence of all the following:

1. its passage and publication in pamphlet form in the manner required by law;
2. 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 D*;
3. at the Petitioner's sole cost and expense, the recordation of this Ordinance together with such exhibits as the City Clerk deems appropriate, with the Office of the Cook County Recorder.

B. In the event that the Petitioner or the Owner does not file with the City Clerk a fully executed copy of the unconditional agreement and consent referenced in Section 8.A 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.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

ATTEST:

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

Published in pamphlet form this  
\_\_\_\_ day of \_\_\_\_\_, 2024.

Approved as to form:

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

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

**EXHIBITS**

**EXHIBIT A: PETITIONER'S NARRATIVE**

**EXHIBIT B: PETITIONER'S RESPONSE TO STANDARDS**

**EXHIBIT C: ALTA/ACSM LAND TITLE SURVEY**

**EXHIBIT D: UNCONDITIONAL AGREEMENT AND CONSENT (next page)**

## Project Narrative

Pepi Company of Illinois, LLC, an Illinois limited liability company (“**Applicant**”), seeks approval for (i) Zoning Text Amendment, and (ii) Conditional Use, in order to establish a catering kitchen for off-site consumption at the property commonly known as 1545-1547 Lee Street in Des Plaines, IL (the “**Property**”) and is located within the C-4 zoning district. If approved, the business intends to operate within a portion of the existing building at the Property consisting of 2,400 square feet.

Alonti Catering Kitchen provides on-demand catering for people at work, Monday through Friday, breakfast and lunch. Our clients include K-12 schools, universities, government organizations, hospitals, and corporations. Alonti started in Houston in 1974, and now serves Chicago, Los Angeles, Orange County, Austin, San Antonio, Dallas, and Fort Worth. We are a 3<sup>rd</sup> generation family managed business.

In Des Plaines, Alonti would like to build a catering only kitchen, also known as a ghost kitchen. A ghost kitchen is a restaurant that does not have a dining room for on-site dining and food consumption, but focuses exclusively on delivery. What makes Alonti different than other ghost kitchens is we employ our own delivery drivers, we do not contract out to 3<sup>rd</sup> party companies.

Alonti employees will make and deliver all food. On average, locations have between 12 and 18 deliveries per day, with the average order for 20 to 30 people each. Deliveries are made in employees’ personal vehicles. Deliveries for breakfast generally occur between 6:00 am and 7:00 am and between 10:00 am and 11:00 am for lunch. Delivery vehicles are regular sedans, SUV’s and compact cars, owned by employees. Alonti reimburses drivers for their mileage and use of the car. Delivery drivers will arrive on site between 5:00 and 5:30 am before morning deliveries will make deliveries, and will return at approximately 1:00 pm and 2:00 pm.

Each Alonti catering-only kitchen employs on average twelve (12) people, one (1) general manager, one (1) catering sales manager, and ten (10) crew members.

Alonti crew members prepare the food and deliver the food. We do not own or operate any company vehicles.

Alonti’s business hours are 7 AM till 4:30 PM. Our operations team arrives at 5 AM.

Alonti locations in Chicagoland average net sales of \$1.25 million. In Des Plaines, if we construct an Alonti Catering Kitchen, we are projected to collect **\$106,250** in sales and other taxes. All sales are recognized at the catering kitchen.

- \$78,125 State Sales Tax
- \$6,250 Non-Home Rule Sales Tax
- \$9,375 Regional Transportation Authority Tax
- \$12,500 Food and Beverage Tax

Alonti receives bi-weekly deliveries from Sysco Food. The deliveries are typically delivered early morning, ideally overnight. Alonti also receives daily produce deliveries, which are also early. Delivery trucks will be small trailers of approximately fifty feet.

## RESPONSES TO STANDARDS – CONDITIONAL USES

1. **The proposed conditional use is in fact a conditional use established within the specific zoning district involved.**

“Catering Kitchen” is permitted in the C-4 zoning district upon approval of Conditional Use.

2. **The proposed conditional use is in accordance with the objectives of the city's comprehensive plan and this title.**

Applicant seeks a text amendment to the Zoning Code (the “**Code**”) for the City of Des Plaines by amending Section 12-7-3(K) to add “Catering Kitchens” to Table 3 as an allowable use in the C zoning districts as a Conditional Use. The requested relief is consistent and in keeping with the goals, objectives and policies of the 2019 Comprehensive Plan (the “**Comprehensive Plan**”). Expanding Mixed-Use Developments is the first stated Overarching Principle provided in the Comprehensive Plan. The requested text amendment would encourage additional use types to be permitted in mixed-use developments in the C-4 district. The proposed conditional use approval will also help spur economic development throughout the City.

If the requested text amendment and subsequent conditional use are approved, Applicant intends to operate a Catering Kitchen business in the existing building located at 1545-47 Lee Street, which is located in the Oakton Street Corridor. The Comprehensive Plan specifically states that a goal of the City is to expand the mixed-use developments in this area.

3. **The proposed conditional use is designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity.**

If approved, Applicant intends to operate its Catering Kitchen business in a manner that is designed, constructed, operated and maintained so as to be harmonious and appropriate with the existing character of the general vicinity. There will not be any changes to the exterior of the existing building except for minor cosmetic changes and additional signage.

The Property is located within an existing mixed-use development commonly known as The Oaks located at 1515-1591 Lee Street. Current uses at The Oaks include commercial, retail and residential. The Property is also surrounded by properties within the C-3 zoning district which also allows for commercial, retail and residential uses. Accordingly, permitting “Catering Kitchen” upon approval of a Conditional Use in the C-4 district is compatible with the surrounding area. Per the proposed text amendment, Catering Kitchens would be permitted as a conditional use in the C-3 zoned properties that surround the subject property as well. This will prevent proliferation of such uses in the area, but will allow the subject vacant property to be put to productive use.

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

Applicant’s proposed Catering Kitchen business will not be hazardous or disturbing to existing neighboring uses. The Property is surrounded by other commercial uses such that approving the proposed text amendment is unlikely to be disturbing to surrounding properties. The use of the property and the hours of operation will be harmonious with surrounding commercial uses.



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

If the requested relief is approved, it is not expected that the Applicant's intended use would have any impact on the adequacy of public facilities and services available to the Property or the surrounding properties. The proposed use will not require any utility infrastructure or public facilities above and beyond those that currently serve the site.

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

The proposed conditional use does not create excessive additional requirements at public expense for public facilities and services. It will not be detrimental to the economic welfare of the community. Alternatively, the Applicant's intended business will likely have a positive effect on surrounding properties and businesses in that it will occupy a currently vacant storefront with an appropriate use.

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

The proposed conditional use will not involve any activity or materials that will be detrimental to any surrounding persons or property. The proposed special use will occupy an existing storefront whose hours and usage will be compatible with those of the surrounding uses. The nature of the use is low intensity from a traffic standpoint. The Applicant will adhere to all applicable fire and building code standards to ensure the safety of its staff, the subject and surrounding property and the community.

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

The existing vehicular access to the property is adequate and will not need to be changed to accommodate Applicant's intended use. While there will be scheduled deliveries to the Property, they will not have an adverse effect on surrounding properties and the volume of automobile visits to the site will not exceed those generated by a commercial use that would not require a special use at this location.

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

The subject site is located within an existing shopping center, which does not have any natural, scenic or historic features. Accordingly, Applicant's proposed conditional use does not result in the destruction, loss, or damage of a natural, scenic or historic feature of major importance.

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

The proposed conditional use complies with all other regulations within the Zoning Code.



## EXHIBIT D

### UNCONDITIONAL AGREEMENT AND CONSENT

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

**WHEREAS**, PJR Properties, LLC ("*Owner*") is the owner of the property commonly known as 1545-1547 Lee Street ("*Subject Property*"), which is located in the City; and

**WHEREAS**, Ordinance No. Z-23-24 adopted by the City Council of the City of Des Plaines on \_\_\_\_\_, 2024 ("*Ordinance*"), grants Pepi Company of Illinois, LLC ("*Petitioner*") a conditional use permit to allow the operation of a food processing establishment in the tenant space located on the Subject Property, subject to certain conditions; and

**WHEREAS**, Petitioner and Owner each desire to evidence to the City its unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in the Ordinance, and the Owner desires to evidence its consent to recording the Ordinance against the Subject Property;

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

1. Petitioner and Owner shall, and do hereby, unconditionally agree to, accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of the Ordinance.
2. Petitioner and Owner acknowledge and agree that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's review and approval of any plans for the Subject Property, or the adoption of the Ordinance or the issuance of any permits for the use and development of the Subject Property, and that the City's review and approval of the Ordinance and any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure Petitioner or the Owner against damage or injury of any kind and at any time.
3. Petitioner and Owner acknowledge that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the procedures required by Section 12-4-7 of the City's Zoning Ordinance are followed.

4. Petitioner agrees to and 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 any plans and issuance of any permits, (b) the approval of the Ordinance including the procedures followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Subject Property, and (d) the performance by Petitioner of its obligations under this Unconditional Agreement and Consent.
  
5. Petitioner shall, and does hereby agree to, pay all expenses incurred by the City in defending itself with regard to any and all of the claims mentioned in this Unconditional Agreement and Consent. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the City.

ATTEST:

**PEPI COMPANY OF ILLINOIS, LLC**

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

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

ATTEST:

**PJR PROPERTIES, LLC**

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

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



COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: September 5, 2024

To: Dorothy Wisniewski, City Manager

From: Samantha Redman, Senior Planner *SR*

Cc: Jeff Rogers, AICP, Director of Community and Economic Development *JR*

Subject: Discussion on Amendment to Permit Apiculture (Beekeeping)

**Issue:** At the June 17, 2024 meeting, the City Council discussed apiaries (beekeeping). The discussion included an interest from several alderman to have municipal code amended to allow beekeeping. Concerns raised during the meeting involved the safety of beekeeping and maintenance of hives. Staff researched state regulations and current ordinances of surrounding municipalities to provide guidance on future amendments.

**Existing City Regulations and Background**

The first appearance of apiary regulations within the city was in 1929. The original regulation allowed apiaries if located at least one-quarter mile from any residence, school, church or other place of public gathering. In 2018, an ordinance was approved permitting apiaries if the following conditions were met:

- Bees must be used for educational purposes
- Beehives located no closer than two hundred fifty feet from a residence
- No more than four beehives kept and maintained
- Proof of registration with the Illinois Department of Agriculture

The impetus of the 2018 amendment was the Mount Prospect Park District seeking to house bees at the Friendship Park Conservatory, a park surrounded by residences.

**Backyard Hens Regulations**

It has been suggested during discussions with the council and staff that a pilot program for beekeeping could be modeled after the existing backyard hen program. Established in 2019, the backyard hen pilot program initially allowed for the issuance of up to 100 permits over a period of three years. This program enabled residents to obtain a permit for a chicken coop and enclosure on their property, permitting them to keep up to four hens. In 2023, the program was made permanent, and in response to community feedback regarding best practices, the permitted number of hens was increased to six. The regulations specify that the enclosure for hens may be up to 100 square feet, while coops are limited to 24 square feet, and all structures must be situated in a fenced rear yard at least 5 feet from side and rear property lines. Additionally, the regulations outline procedures for maintenance, inspection, and addressing violations. Although the hen regulations are included within the police regulations, the Zoning Division is responsible for processing permits and conducting inspections for hen permits, collaborating with animal control on any violations.



## **Benefits of Urban Beekeeping**

Domesticated bees can benefit urban ecosystems, replacing diminished pollinator populations affected by disease or anthropogenic (human) causes, including pesticide usage and planting of monoculture plant species such as grass. Bees play a crucial role in the pollination of flowering plants and urban beekeeping can contribute to the overall pollinator population. However, providing a sustainable balance between encouraging urban beekeeping and protecting wild bee species from being strained competing for resources with domesticated bee species has been the topic of significant research in recent years.<sup>1</sup> When discussing a broader implementation of apiculture (the cultivation of bees), it is important to consider regulations that may support parties interested in beekeeping while promoting policies that further sustainability.

Many municipalities have been expanding options of urban agriculture, apiculture and animal husbandry (hens, goats and other farm animals) in more urban or suburban environments. Approximately 400 to 500 species of native bees are located within Illinois.<sup>2</sup> However, the most common species of bee that is managed by people is the Western honeybee (*Apis mellifera*) due to its temperament, pollination benefits and production of honey and beeswax.

## **Risks of Urban Beekeeping**

Approximately one-percent (1%) of the population is allergic to bee and wasp venom. There are no specific statistics regarding death or injuries relating to honeybees in the U.S. Instead, the Centers for Disease Control (CDC) combines data related to deaths from all hornet, wasp, and bee stings. According to the CDC's National Vital Statistics System, in the 11 years from 2011–2021, a total of 788 deaths occurred (an average of 72 deaths per year, or approximately 1 per every 4.77 million people). The annual total deaths ranged from 59 (2012) to 89 (2017).<sup>3</sup>

Several municipalities take measures to mitigate these hazards with regulations requiring hives to be a specific distance from property lines, requiring water sources to be located in close proximity to hives to prevent wandering swarms, and “flyway” barriers (fence, wall or vegetation) that force bees to fly upward when leaving a hive to avoid contact with people and thus reduce the risk of stinging. In addition, some municipalities explicitly prohibit the keeping of Africanized honeybees (*Apis mellifera scutella*) because this type of bee may pose a greater risk for stinging and impact on existing bee populations due to their nesting habits and territoriality.<sup>4</sup>

## **State Regulations and Statistics**

Most states, including Illinois, regulate beekeeping to provide protections for both human safety and controlling for insect diseases. The Illinois Department of Agriculture administers the Illinois Bees and Apiaries Act (“the Act”), which was passed in 1996 and was amended in the decades since. The Act requires any person maintaining bees to register with the IDOA annually and allow for the inspection of apiaries. The inspections serve to provide control of any nuisances and also ensure that any transmittable parasites or other disease between bee populations is controlled. The charts below demonstrates an increase in apiaries and colonies over the past decade in Cook County and Illinois.<sup>5</sup>

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<sup>1</sup> Stange E, Zulian G, Rusch G, Barton D, Nowell M (2017) “Ecosystem services mapping for municipal policy: ESTIMAP and zoning for urban beekeeping.” *One Ecosystem* 2: e14014. <https://doi.org/10.3897/oneeco.2.e14014>

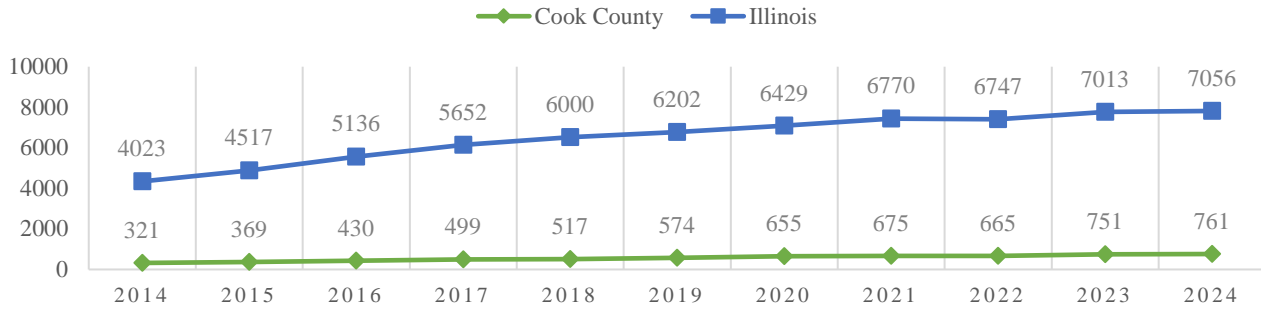
<sup>2</sup> Illinois Department of Natural Resources (2024) “Wild About Illinois Native Bees!”. <https://dnr.illinois.gov/education/wildaboutpages/wildaboutinvertebrates/wildaboutnativebees.html>

<sup>3</sup> *QuickStats*: Number of Deaths from Hornet, Wasp, and Bee Stings Among Males and Females — National Vital Statistics System, United States, 2011–2021. *MMWR Morb Mortal Wkly Rep* 2023;72:756. DOI: <http://dx.doi.org/10.15585/mmwr.mm7227a6>

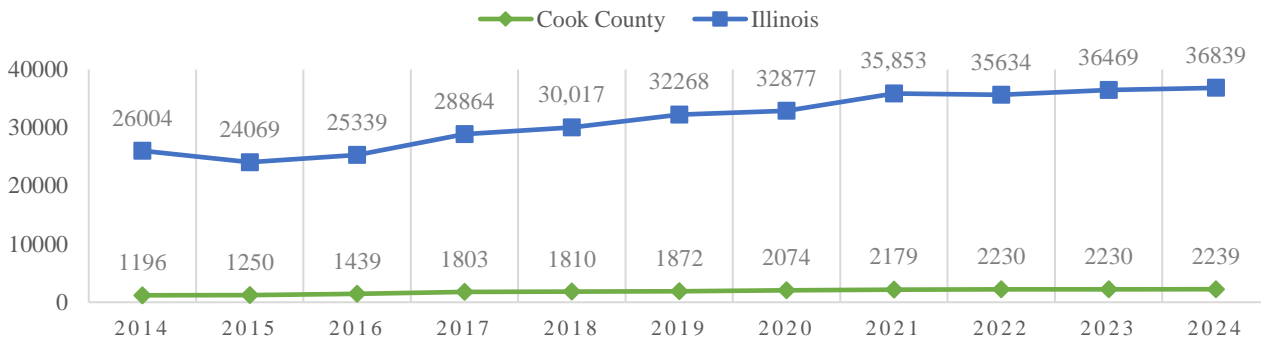
<sup>4</sup> Ellis, James D., and Amanda Ellis. 2009. “African Honey Bee, Africanized Honey Bee, Killer Bee, *Apis Mellifera Scutellata* Lepeletier (Insecta: Hymenoptera: Apidae): EENY 429/IN790, Rev. 11/2009”. *EDIS* 2009 (2). Gainesville, FL. <https://doi.org/10.32473/edis-in790-2009>.

<sup>5</sup> Illinois Department of Agriculture 2014-2024, Annual Apiary Reports, <https://agr.illinois.gov/insects/bees/apiary-reports.html>

## # of Registered Apiaries



## # of Registered Colonies



The Act was most recently amended in 2023 to prohibit commercial pesticide applicators (i.e. any individual hired to apply restricted or general use pesticides, as licensed by the IDOA ) to not apply pesticides between 8 a.m. and 6 p.m. to any locations within one mile of a registered apiary. Locations of apiaries registered with the Illinois Department of Agriculture are located at <https://il.beecheck.org/map>.

### **Examples of Local Regulations from Surrounding Communities**

Staff examined apiary regulations or lack thereof in surrounding communities. The zoning ordinances of three surrounding communities (Schaumburg, Skokie, and Evanston) with apiary ordinances were selected by staff to use as a model for the Des Plaines ordinance because the regulations appeared to most closely align with existing research on best practices for urban beekeeping. Each ordinance generally contained the following sections and regulations and may serve to provide a template for a future amendment for Des Plaines.

#### *Administration of Beekeeping Regulations*

Evanston and Skokie include apiary regulations within the Public Safety or Police Codes, similar to Des Plaines. Schaumburg includes regulations within their zoning ordinance. The benefit of placing the regulations within the Des Plaines Zoning Ordinance is that a clear procedure for amending the text of the regulations is included, as well as requirements for public noticing of any amendments. In addition, it provides a clear avenue for variations from regulations. Due to the likelihood of the Zoning Division administering the apiary regulations as they do with the hen program, placement within the zoning ordinance also clearly states the responsibility for program administrator is the Zoning Administrator (the Community and Economic Development Director unless otherwise authorized by the City Manager).

A staff recommendation is that the beekeeping regulations be placed within the zoning ordinance, with reference to applicable other sections of the municipal code. Simultaneous with this amendment, staff also recommend moving backyard hen regulations to the zoning ordinance, as this program is also administered



by the Zoning Division, to provide consistency in how animal or insect related permits are managed. Placement of the ordinance within the zoning ordinance would not prevent animal control or police action for any situations involving aggressive bees or other nuisances.

### *Definitions*

Definitions are generally consistent within municipalities for the various beekeeping elements. Refer to suggested definitions below, although the final amendments may include additional definitions.

- **APIARY:** Beehive and its equipment, including Honeybees, comb, honey, pollen, brood, and the surrounding fencing and flyway.
- **BEEHIVE OR HIVE:** A frame or structure used or employed as a domicile for Honeybees.
- **COLONY:** A hive and its equipment and appurtenances, including bees, comb, honey, pollen and brood.
- **HONEYBEE:** the common domestic Honeybee, limited to the *Apis mellifera* species, specifically excluding the African Honeybee, *Apis mellifera ssp scutellata* or Africanized Honeybees.
- **LANGSTROTH TYPE BEEHIVE:** a Beehive consisting of an outer frame with a solid top cover, an inner cover, a bottom board, and a number of boxes and supers containing tightly spaced movable frames.
- **OVERLY AGGRESSIVE HONEYBEE COLONY:** Colony of Honeybees that exhibits a level of aggression in response to stimuli that makes the Colony a public health hazard.

### *Permit and Inspection Process*

Skokie and Evanston allow beekeeping for residential properties with a permit. Schaumburg permits apiaries by right in the agricultural and larger lot residential zoning districts and requires a special use permit for all other residential districts. The Environmental Health Division, a division of their local Health Department, administers the beekeeping programs in Skokie and Evanston. In Schaumburg, the Community and Economic Development Department administers the bee programs. Permit fees range from \$25 to \$150. Schaumburg requires a \$200 fee for the special use review of any beekeeping permit by the Plan Commission and Village Board.

Inspection amounts vary. Skokie requires two inspections by village officials per year, in addition to inspection by the State of Illinois Apiary Inspection every other year. Evanston requires an inspection prior to issuance of license and before each renewal. Schaumburg does not specify the inspection process within their regulations, but likely requires a building permit and initial inspection.

### *Notification to Adjacent Property Owners*

All example beekeeping ordinances mandate that neighbors be notified of the proposed apiary and provide a means for concerned neighbors to appeal the placement of these structures. In Schaumburg, a special use permit is required for apiaries located in denser residential zoning districts, which necessitates a public hearing before the Plan Commission and approval from the Village Board. This process includes publication in a local newspaper, the posting of public notice signs, and notification mailed to property owners. Skokie and Evanston require a form or other method of notification to neighbors for the approval of a beekeeping permit, although they do not require board or council approval. Additionally, signage indicating the presence of an apiary on a property is required in all three communities, and this is verified during the inspection along with all other compliance requirements.

### *Location and Structures*

Apiaries are allowed in most residential or agricultural districts across all three model communities. Skokie and Schaumburg mandate that apiaries be positioned at a specified distance from property lines. Additionally, all three model regulations stipulate the need for fencing, gates, and signage to clearly identify the apiaries. A

non-stagnant water source must be located near the hive, as this helps prevent bees from straying into neighboring properties.

Both Skokie and Schaumburg require the installation of a “flyway barrier,” which can consist of fencing, walls, or vegetation surrounding the apiary to direct bees upward, away from pedestrians, should they attempt to leave the enclosure. This flyway barrier must be at least six feet in height. In Des Plaines, the requirements for the flyway barrier will need to be assessed in relation to the existing fence ordinance to determine whether amendments or a variation process is necessary, given that residential fences are restricted to six feet, and the required flyway barrier may necessitate a taller structure.

#### *Colony Size, Education and State Registration*

Two to five colonies are permitted in the example community ordinances. Skokie specifies the type of hive on a property (Langstroth Type Beehive), while Schaumburg and Evanston do not. Proof of registration with the Illinois Department of Agriculture and completion of a beekeeping course are required with beekeeping permits for Schaumburg and Skokie.

#### *Community Beekeeping*

Certain surrounding communities allow for apiaries in community spaces such as Schaumburg and Skokie. If desired, the City would need to identify locations for this type of space and develop rules and regulations surrounding the keeping of bees in this type of setting. Skokie contains a community apiary at Oakton Community College’s Skokie campus, with a limited number of apiary sites available for community members. Schaumburg has a bee garden located on city property adjacent to a park at 200 S. Plum Grove Road. Residents of Schaumburg or Skokie are able to apply for permits to locate bees within these properties, with largely the same restrictions and regulations as beekeeping permits for residential properties, but with additional considerations for insurance due to the placement on public properties.

#### *Maintenance and Violation Procedures*

All communities have animal control restrictions applicable to bees and other dangerous or nuisance insects. Skokie specifies what is considered aggressive behavior and conditions requiring removal within their ordinance as well as the revocation procedure for any beekeeping permits. Skokie and Schaumburg additionally specify that colonies must be monitored by beekeepers at least twice monthly from March 1<sup>st</sup> to November 30<sup>th</sup>. Maintenance of water sources to prevent mosquitos and tidy storage of components of the apiary are also specified within the examples.

## **Staff Recommendations**

1. **Amendment to Police Code or Zoning Ordinance:** Staff would like guidance on the placement of the apiary and hen permit regulations within municipal code.
  - a. **Zoning Ordinance option:**
    - i. *Pros:* If the regulations are placed in the zoning ordinance, it may clarify the department responsible for administering animal-related permits and benefit from the existing procedures for amendments, variations, and public noticing located within the zoning ordinance.

Amending the zoning ordinance would also allow the Planning and Zoning Board to provide guidance on the amendments and create a setting for community discussion. The PZB provides valuable input on potential land use or zoning implications of these types of uses that may benefit the final amendments.
    - ii. *Cons:* The zoning ordinance allows for variations which may not be desirable for this type of use. However, there may be a strategy to limit the types of variations that can be requested for beekeeping or hen permits, which can be discussed with the city attorney prior to proposing an amendment.
  - b. **Police Regulations option:**
    - i. *Pros:* If the Council desires strict adherence to beekeeping regulations, maintain placement within the police regulations would limit variation options and make the amendment process to the code more challenging.
    - ii. *Cons:* The Zoning Division is currently administering the hen permit program, although the regulations are within the “animal control” section of the police regulations. It can be unclear for staff who is responsible for administration and enforcement actions in this circumstance. In addition, amendments to the police regulations do not require a public hearing or noticing, unlike amendments to the zoning ordinance.
2. **Pilot Program:** Staff proposes a pilot program to be established for beekeeping prior to the adoption of a permanent program. The total number of apiaries permitted with the pilot program is proposed to be ten permits over two years. Staff propose to allow apiaries only on residentially zoned properties and establish similar regulations to Skokie or Schaumburg.