



CITY COUNCIL AGENDA

Monday, November 18, 2024

Regular Session – 7:00 p.m.

Room 102

CALL TO ORDER

REGULAR SESSION

ROLL CALL

PRAYER

PLEDGE OF ALLEGIANCE

RECOGNITION

DEPUTY FIRE CHIEF SAM FOSTER & FIRE LIEUTENANT ERIC ZACK FOR THEIR
CRITICAL SUPPORT EFFORTS IN RESPONSE TO HURRICANES HELENE AND MILTON

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. **RESOLUTION R-185-24:** Approving the Renewal of a Three-Year Microsoft Enterprise Agreement with Dell Marketing, LP, Chicago, Illinois in the Total Amount of \$807,800.82 to be Paid in Three Annual Installments of \$269,266.94. Budgeted Funds – IT/R&M Software.
2. **RESOLUTION R-186-24:** Approving the Purchase of Six (6) Ford Vehicles Through Suburban Purchasing Cooperative (SPC) Contract #204 from Currie Motors, Frankfort, Illinois in the Amount of \$287,736. Budgeted Funds – Vehicle Replacement.
3. **RESOLUTION R-187-24:** Approving the 2025 Supplemental Statement of Work to GIS Consortium Service Provider Contract with Municipal GIS Partners, Inc.
4. **SECOND READING – ORDINANCE M-22-24:** Levying Taxes for the City of Des Plaines, Cook County, Illinois for the Tax Levy Year Beginning January 1, 2024 and Ending December 31, 2024
5. **SECOND READING – ORDINANCE M-23-24:** Approving a Second Amendment to the Tax Increment Redevelopment Plan and Project for the Higgins Road/Mannheim Road TIF District #6
6. Minutes/Regular Meeting – November 4, 2024

UNFINISHED BUSINESS

1. Discussion Regarding Proposed Regulations on Recreational Vehicles (*deferred from 10/21/24, 11/4/24 City Council Agendas*)

NEW BUSINESS

1. **FINANCE & ADMINISTRATION** – Alderman Dick Sayad, Chair
 - a. Warrant Register in the Amount of \$4,642,900.56 – **RESOLUTION R-188-24**
 - b. Consideration of Approval of the 2025 Budget for the City of Des Plaines – **RESOLUTION R-189-24**
2. **COMMUNITY DEVELOPMENT** – Alderman Colt Moylan, Chair
 - a. Consideration of a Conditional Use Permit for a Trade Contractor, Major Variation for a Loading Zone, and Standard Variation to Reduce the Required Front Yard at 1387 Prospect Avenue – **FIRST READING – ORDINANCE Z-25-24**
 - b. Consideration of a Change of Operator for an Existing Auto Service Repair Use at 607 East Oakton Street – **FIRST READING – ORDINANCE Z-26-24**
 - c. Consideration of a Change of Operator for an Existing Auto Service Repair Use at 1263 Elmhurst Road – **FIRST READING – ORDINANCE Z-27-24**
3. **LEGAL & LICENSING** – Alderman Carla Brookman, Chair
 - a. Consideration of an Amendment to Title 4, Chapter 4, Section 19, Paragraph A of the City of Des Plaines Liquor Control Code to Require Only Daily Operations’ Owners/Managers of an Alcohol Service Establishment to Complete Alcohol Awareness Training – **FIRST READING – ORDINANCE M-24-24**

4. COMMUNITY SERVICES – Alderman Patsy Smith, Chair
 - a. Consideration of a One-Time Contribution to the Izaak Walton League of America, Des Plaines Chapter #206 --**RESOLUTION R-191-24**

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.

**FIRE DEPARTMENT**

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

MEMORANDUM

Date: October 29, 2024
To: Dorothy Wisniewski, City Manager
From: Matthew Matzl, Fire Chief *MM*
Subject: Recognition of Fire Department Members Lieutenant Eric Zack and Deputy Chief Foster

Issue: The Fire Department proudly recognizes Lieutenant Eric Zack and Deputy Chief Sam Foster for their exemplary efforts in response to Hurricanes Helene and Milton.

Analysis: During the 2024 hurricane season, first responders from multiple states and jurisdictions were called upon to assist overwhelmed counties in North Carolina and Florida in the wake of Hurricanes Helene and Milton. Lieutenant Zack and Deputy Chief Foster were deployed on two separate occasions as part of a formal mutual aid request under the Emergency Management Assistance Compact (EMAC). Representing the City of Des Plaines and the State of Illinois, they provided critical support to multiple disaster-stricken communities, delivering skilled and compassionate aid where it was most needed.

Recommendation: Both individuals have been awarded the MABAS Humanitarian Award for their actions. I recommend that the City of Des Plaines and MABAS-IL formally recognize Lieutenant Zack and Deputy Chief Foster for their dedication and humanitarian contributions. Their commitment reflects great credit on themselves, the Fire Department, and the City of Des Plaines.



INFORMATION TECHNOLOGY DEPARTMENT

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

MEMORANDUM

Date: October 22, 2024

To: Dorothy Wisniewski, City Manager

From: Jarek Wojtaniec, Director of Information Technology *JW*

Subject: Three Year Microsoft Office 365 Enterprise Agreement

Issue: The City's current Microsoft Enterprise Agreement for Microsoft 365(M365) Government G5 products, services, and support is expiring and needs to be renewed.

Analysis: The City uses M365 extensively throughout the organization. The M365 platform includes Windows Operating Systems(servers and workstations), SQL Servers, Exchange and products such as Outlook, Word, Excel, and PowerPoint. In addition to the traditional Office applications, the City has integrated Teams, OneDrive, and SharePoint. Like most computer software applications, M365 requires an annual subscription. The current subscription is due for renewal. Under the renewal agreement, the City will be entitled to continue with software upgrades, maintenance and support for all Microsoft software throughout the three-year term of the agreement.

Dell Marketing, L.P., holds the State of Illinois Joint Purchase Master Contract #CMT1176800 as the Microsoft large account reseller and thereby offers the lowest cost for Microsoft products.

Recommendation: We recommend approval of the three-year Microsoft Enterprise Agreement renewal with Dell Marketing, L.P. c/o Dell USA L.P., PO Box 802816, Chicago, Illinois 60680-2816 in the total amount of \$807,800.82 through the State of Illinois Joint Purchase Master Contract. Payment for this agreement will be made in three annual installments of \$269,266.94, subject to the appropriation of sufficient funds by the City Council in future fiscal years. Year one's payment will be funded from the budgeted IT R&M Software Account.

Attachments:

Resolution R-185-24
 Exhibit A – Microsoft Enterprises Agreement

CITY OF DES PLAINES

RESOLUTION R - 185 - 24

A RESOLUTION AUTHORIZING THE RENEWAL OF A THREE-YEAR MICROSOFT ENTERPRISE AGREEMENT WITH MICROSOFT CORPORATION FOR THE PROCUREMENT OF MICROSOFT LICENSES FROM DELL MARKETING, L.P.

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

WHEREAS, the City has appropriated funds in the IT R&M Software Fund for use by the Information Technology Department during the 2024 fiscal year for the procurement of product and software licenses; and

WHEREAS, the City desires to purchase product and software licenses sold by the Microsoft Corporation ("**Microsoft Licenses**"); and

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

WHEREAS, CMS sought bids for the award of CMS Contract CMT1176800 for the procurement of Microsoft Licenses ("**Master Contract**"); and

WHEREAS, CMS awarded the Master Contract for the Microsoft Licenses to Dell Marketing, L.P. ("**Vendor**"), which are governed by a three-year Enterprise Agreement that the purchaser must enter into with the Microsoft Corporation ("**Enterprise Agreement**"); and

WHEREAS, the City desires to: (i) purchase the Microsoft Licenses from Vendor pursuant to the Master Contract for a term of three years, in the annual amount of \$269,266.94 and in a total amount of \$807,800.82; and (ii) enter into a three-year Enterprise Agreement with Microsoft Corporation; and

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

WHEREAS, the City Council has determined that it is in the best interest of the City to procure Microsoft Licenses from Vendor and enter into the Enterprise Agreement with Microsoft Corporation as set forth in this Resolution in the amount of \$269,266.94 for year one and in a total amount of \$807,800.82;

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

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

SECTION 2: APPROVAL OF PURCHASE. The City Council hereby approves the purchase of the Microsoft Licenses from Vendor pursuant to the Master Contract for a term of three years in the annual amount of \$269,266.94 and the total amount of \$807,800.82.

SECTION 3: AUTHORIZATION OF PURCHASE. The City Manager is hereby authorized and directed to execute such documents and make such payments, on behalf of the City, as are necessary to complete that purchase of the Microsoft Licenses from vendor pursuant to the Master Contract for a term of three years, in the annual amount of \$269,266.94 and the total amount of \$807,800.82; provided, however, that the City Manager's authority to make payments for the purchase of the Microsoft Licenses is subject to appropriation of sufficient funds by the City Council in future fiscal years.

SECTION 4: AUTHORIZATION OF ENTERPRISE AGREEMENT. The City Council hereby approves the Enterprise Agreement with Microsoft Corporation in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

SECTION 5: AUTHORIZATION TO EXECUTE ENTERPRISE 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 Enterprise Agreement.

SECTION 6: 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
AGREEMENT

Enterprise Enrollment

State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>	79073327	Framework ID <i>(if applicable)</i>	
Previous Enrollment number <i>(Reseller to complete)</i>	8198336		

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (6) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. **Order requirements.**

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.
- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. **Pricing.**

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. **Payment terms.**

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.
 - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

- a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

- Enrolled Affiliate only
- Enrolled Affiliate and the following Affiliate(s):

Unless specifically identified above, all Affiliates of Customer, either existing at the execution of this Enrollment or created or acquired after the execution of this Enrollment, will be excluded from the Enterprise. To request that an additional Affiliate be included in Customer's Enterprise, Customer must identify an Affiliate to Microsoft in writing and provide any required documentation. Microsoft will reasonably review requests under this paragraph and may approve the inclusion of an Affiliate in Customer's Enterprise in its sole discretion.

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Des Plaines

Contact name: First* Jarek Middle Last* Wojtaniec

Contact email address* jwojtaniec@desplaines.org

Street address* 1420 Miner Street

City* Des Plaines

State* IL

Postal code* 60016-4484 -

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 847-827-4359

Tax ID

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name: First* Jarek Middle Last* Wojtaniec
Contact email address* jwojtaniec@desplaines.org
Street address* 1420 Miner Street
City* Des Plaines
State* IL
Postal code* 60016-4484 -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 847-827-4359

Language preference. Choose the language for notices. English
 This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Jarek Middle Last* Wojtaniec
Contact email address* jwojtaniec@desplaines.org
Phone* 847-827-4359

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* Dell Inc.
Street address (PO boxes will not be accepted)* One Dell Way
City* RoundRock
State* TX
Postal code* 78682-7000
Country* United States
Contact name* *Govt Contract Admin
Phone* 847-465-3700
Contact email address* US_MS_VL_Admin@Dell.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature*

Printed name*

Printed title*

Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Amendment to Contract Documents

Enrollment Number

5-0000012090911

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment Invoice for Quoted Price Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For Indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
AAL-45735	M365 G5 GCC Sub Per User	10	390
M9T-00002	O365 Extra File Storage GCC Sub Add-on Extra Storage 1 GB	1000	0
LM9-00001	Teams Domestic Calling Plan GCC Sub Per User	16	0

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Jan2023)v2(IU).docx		M97	B
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Proposal ID

2741334.003

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:				
Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	400	400	1.0	User Licenses

Products	Enterprise Quantity
Microsoft 365 Enterprise	
M365 G5 GCC	400

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	400	400	400	400

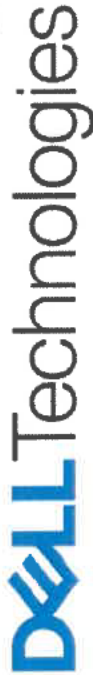
Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	Price Level

2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.



Phillip Reavis
 Inside Software Product Specialist
 North American Partner Software
 737-231-0582
 philip_reavis@dell.com

Quote
 BUDGETARY QUOTE

Customer : City of Des Plaines
Contact : Hossein Sepéhr
Contact Email : HSepehr@desplaines.org
Date : 09/19/2024
Quote Description : Renewal
Customer Number : 1706257
Microsoft EA : 8198336
Contract Code :

Quote # CODP_071122
Exp: 09/30/2024

Product Description	Part Number	Quantity	Months	Monthly Price	Ext. Price
M365 G5 GCC Sub Per User	AAL-45735	400	12	\$52.04	\$249,792.00
O365 Extra File Storage GCC Sub Add-on Extra Storage 1 GB	M9T-00002	1000	12	\$0.25	\$3,000.00
Teams Domestic Calling Plan GCC Sub Per User	LM9-00001	16	12	\$10.96	\$2,104.32
Yearly					
SQL Server Standard Core ALing SA 2L	7NQ-00292	6	1	\$642.42	\$3,854.52
Win Remote Desktop Services CAL ALing SA LOCAL	6VC-01254	70	1	\$24.07	\$1,684.90
Win Server DC Core ALing SA 2L	9EA-00278	70	1	\$126.16	\$8,831.20
1 Year					
					\$269,266.94
2 Year					
					\$269,266.94
3 Year					
					\$269,266.94
Grand Total					\$807,800.82
				Tax	\$0.00

Notes:

Quote Prepared By: Phillip Reavis

- 1) Sales/Use tax is based on the "ship to" address on your invoice. Please indicate your taxability status on your purchase order. If exempt, Customer must have an Exemption Certificate on file.
- 2) If you have a question re: your tax status, please contact your Dell Software sales representative listed above.
- 3) Customer's purchase is subject to Dell's Terms and Conditions of Sale found at www.dell.com, unless Customer has a separate purchase agreement with Dell.
- 4) All product descriptions and prices are based on latest information available and are subject to change without notice or obligation.
- 5) All prices are based on Net 30 Terms. If not shown, shipping, handling, taxes, and other fees will be added at the time of order, where applicable. All prices are based on Net 10 Terms. If not shown, shipping, handling, taxes, and other fees will be added at the time of order, where applicable.
- 6) Customer understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines.



**PUBLIC WORKS AND
ENGINEERING DEPARTMENT**

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

MEMORANDUM

Date: November 7, 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 Purchase - Ford Vehicles

Issue: The approved 2025 City budget includes funding for the replacement of six (6) 2025 Ford Utility Interceptor vehicles utilized by the Police Department.

Analysis: As a member of the Northwest Municipal Conference, the City is eligible to participate in the Suburban Purchasing Cooperative joint purchasing program. The program enables municipalities to purchase vehicles and equipment competitively bid by the Suburban Purchasing Cooperative. The successful vendor for these replacement vehicles is Currie Motors in the amount of \$287,736. All listed vehicle replacements are hybrid models with pricing amounts listed below:

Asset #	Description	Budgeted Amount	Vehicle Cost	SPC Contract #
#6045	Investigations	\$52,000	\$47,950	#204
#6046	Investigations	\$52,000	\$47,950	#204
#6085	Patrol Squad	\$52,000	\$47,959	#204
#6088	Patrol Squad	\$52,000	\$47,959	#204
#6095	Patrol Squad	\$52,000	\$47,959	#204
#6097	Patrol Squad	\$52,000	\$47,959	#204

Recommendation: We recommend approval for the purchase of six (6) Ford vehicles through SPC Contract #204 to Currie Motors, 10125 W. Laraway, Frankfort, IL, 60423 in the amount of \$287,736. This purchase will be funded from the Vehicle Replacement Fund (410-60-000-0000.8020).

Attachments:
Attachment 1 – Currie Motors Contract #204 (6 vehicles)
Resolution R-186-24



**2025 Ford Utility Interceptor
Contract #204**

\$47,615.00



Currie Motors Fleet

Nice People to do Business With!

Production Begins May 2024

Hybrid Motors are Late Availability

2025 Model Year is Allocation Based upon Sales History and Subject to Commodity Restrictions



2025 Ford Utility Interceptor

\$47,615.00

Standard Features

MECHANICAL ●3.3L Police-Calibrated V6 Direct-Injection Hybrid Engine System –Standard ●AWD Drivetrain Transmission – 10-speed automatic, police calibrated ●Lithium-Ion Battery Pack ●Brakes – Police calibrated high-performance regenerative braking system(Hybrid Only) ●4-Wheel heavy-duty disc w/heavy-duty front and rear calipers ●Brake Rotors – large mass for high thermal capacity and calipers with large swept area. ●Electric Power-Assist Steering (EPAS) – Heavy-Duty ●DC/DC converter – 220-Amp ●Cooling System – Heavy-duty, Engine oil cooler and transmission oil cooler ●Engine Idle Hour Meter ●Powertrain mounts – Heavy-Duty ●Class III Trailer Hitch Receiver and (2) recovery hooks ● Class III Trailer Tow Lighting Package ●Wheels— Heavy-duty steel, vented with center cap— Full size spare tire w/TPMS ●50-State Emissions System ● H8 AGM Battery ● **Engine Idle Control** ●Manual Police Pursuit Mode

EXTERIOR ●Antenna, Roof-mounted ●Cladding – Lower body-side cladding ●Door Handles – Black ● Exhaust, True Dual ● **Daytime Running Lamps – Configurable ON/OFF through instrument cluster** ●Door-Lock Cylinders (Front Driver / Passenger / Lift-gate) ●Glass – 2nd Row, Rear Quarter and Lift-gate Privacy Glass ●Grille – Black ●Headlamps – Automatic, LED Low-and-High-Beam ●Lift-gate – Manual 1-Piece – Fixed Glass w/Door-Lock Cylinder ●Mirrors – **Black Caps Power Electric Remote Heated Manual Folding with Integrated Spotter** ●Spare – Full size 18” Tire w/TPMS ●Spoiler – Painted Black ● Lift-gate Handle ●Tail lamps – LED ●Tires – 255/60R18 A/S BSW ●Wheel-Lip Molding – Black ●Wheels – 18” x 8.0 painted black steel with polished stainless steel hub cover ●Windshield – Acoustic Laminated ●**Unity LED Drivers Spot Light** ●**Rear Tail Light Housing**

INTERIOR/COMFORT ●Cargo Hooks in cargo area ●Climate Control – Dual-Zone Electronic Automatic Temperature Control ●Door-Locks— Power ● **Rear-Door Handles and Locks In-Operable** ●Fixed Pedals (Driver Dead Pedal) ● Floor – Heavy-Duty Thermoplastic Elastomer ●Glove Box – Locking/non-illuminated ●Grab Handles ●Heated Sanitization Solution ●**Lift gate Release Switch located in overhead console (45 second timeout feature)** ●Lighting— Overhead Console— Red/White Task Lighting in Overhead Console— 3rd row overhead map light ●Mirror – Day/night Rear View ●Particulate Air Filter ● Power points – (1) First Row ●Rear-door closeout panels ●Rear-window Defrost ●Scuff Plates – Front & Rear ●Seats— 1st Row Police Grade Cloth Trim, Dual Front Buckets with reduced bolsters — 1st Row – Driver 6-way lower track (fore/aft. Up/down, tilt with manual recline, 2-way manual lumbar) — 1st Row – passenger 2-way manual track (fore/aft. with manual recline) — Built-in steel intrusion plates in both driver/passenger seatbacks — 2nd Row Vinyl, 35/30/35 Split Bench Seat (manual fold-flat, no tumble) ●Speed (Cruise) Control ●Speedometer –

Calibrated (includes digital readout) ●Steering Wheel – Manual / Tilt / Telescoping, Speed Controls and 4 user – configurable latching switches Sun visors, color-keyed, non-illuminated ●Universal Top Tray – Center of I/P for mounting aftermarket equipment ●Windows, Power, 1-touch Up/Down Front Driver/Passenger-Side with disable feature● **Power Passenger Seat ● Courtesy Lights Disabled ● Rear Dome Light ●Aux. Rear A/C**

SAFETY/SECURITY ●Advance Trac® w/RSC® ●Airbags, dual-stage driver & front-passenger, side seat, passenger-side knee, Roll Curtain Airbags and Safety Canopy®●Anti-Lock Brakes (ABS) with Traction Control ● Brakes – Police calibrated high-performance regenerative braking system ●Belt-Minder® (Front Driver / Passenger)●Child-Safety Locks ●Individual Tire Pressure Monitoring System (TPMS)●LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations ●Rearview Camera viewable on 8"Center Stack ● Seat Belts, Pretensioner /Energy-Management System w/adjustable height in 1st Row ●SOS Post-Crash Alert System™● Perimeter Alert ● Remote Keyless Fob ●BLIS ●Cross Traffic Brake Assist ●Pre-Collision Mitigation System ●Reverse Sensing System

Police Up-fit Friendly ●Consistent 11-inch space between driver and passenger seats for aftermarket consoles (9-inch center console mounting plate)●Console mounting plate ●Dash pass-thru opening for aftermarket wiring ●Headliner- easy to service ●Two (2) 50 amp battery ground circuits – power distribution junction block (repositioned behind 2nd row seat floorboard). ● Grill Wiring ●100 Watt siren/Speaker Prep Kit

Functional ●Audio— AM/FM / MP3 Capable / Clock / 4-speakers— SYNC® interface — Includes hands-free voice command support — USB Port — (1) — 8" Color LCD Screen Center- Stack "Smart Display"● Easy Fuel® Capless Fuel-Filler ●Fleet Telematics Modem to support Ford Pro™ Telematics ●Front door tether straps (driver/passenger)●Power pigtail harness ●Simple Fleet Key; 4-keys●Two-way radio pre-wire ●Two (2) 50 amp battery power circuits – power distribution junction block (behind 2nd row passenger seat floorboard)●Wipers – Front Speed- Sensitive Intermittent; Rear Dual Speed Wiper ●Up fitter Interface System ●PAITRO output tied to lift gate release switch ●3 Year 36,000 Mile Warranty-5 Year 100,000 mile Powertrain Warranty ●Delivery under 75 miles



Models

<input checked="" type="checkbox"/>	K8A	2025 Utility Interceptor Hybrid-Late Availability	47,615.00
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			

OPTIONS-Mechanical/Functional

<input type="checkbox"/>	99B-3.3L V-6 TI-VCT Motor NA with 99C Motor	-2661.00
<input type="checkbox"/>	99C-3.0L Eco boost	893.00
<input type="checkbox"/>	76D-Deflector Plate (engine and transmission shield)	320.00
<input type="checkbox"/>	41H-Block Heater	179.00
<input type="checkbox"/>	18X-100 Watt Siren Speaker (includes bracket and pig tail)	329.00
<input checked="" type="checkbox"/>	60R-Noise Suppression	94.00
<input type="checkbox"/>	67U-Ultimate Wiring Kit	602.00
<input type="checkbox"/>	67V-Connector Kit	188.00
<input type="checkbox"/>	85D-Front Console Mounting Plate Delete (NA with 67H, 67U, 85R)	NC
<input type="checkbox"/>	85R-Rear Mounting Plate (NA with 65U, 85D)	56.00
<input type="checkbox"/>	67H Ready For the Road Package-OEM Lighting and Wiring Package	3,532.00
<input checked="" type="checkbox"/>	18D-Global Lock/Unlock- Deletes 45 second Lift Gate Lock Release	N/C

Options-Exterior

<input type="checkbox"/>	16P Rear Bumper Step Pad	94.00
<input type="checkbox"/>	65L 18" Wheel Covers	65.00
<input checked="" type="checkbox"/>	Keyed Alike CODE <u>1998-1435X</u>	47.00
<input type="checkbox"/>	942-Daytime Running Light-Cannot be Reprogrammed	47.00
<input checked="" type="checkbox"/>	68G- Rear Door Locks Inoperable	STD
<input type="checkbox"/>	52P-Hidden Door Lock Plunger Includes 68G	150.00
<input type="checkbox"/>	43A-Rear Auxiliary Lights	376.00
<input type="checkbox"/>	96T-Rear Spoiler Traffic Light-Compatible with Interior Upgrade Package	1,410.00
<input type="checkbox"/>	51P-Drivers Side Spot Light Prep	132.00
<input type="checkbox"/>	51S-Dual Spot Lights-Unity	582.00
<input type="checkbox"/>	51T-Drivers Spot Light-Whelen	394.00
<input type="checkbox"/>	51V-Dual Spot Lights-Whelen	629.00
<input type="checkbox"/>	51W-Dual Spot Prep	264.00
<input checked="" type="checkbox"/>	Spot Light Delete	-376.00
<input type="checkbox"/>	63B-Side Marker Lights	320.00
<input type="checkbox"/>	63L-Quarter Glass Lights	546.00
<input type="checkbox"/>	66A-Front Headlamp Package	846.00
<input type="checkbox"/>	66B-Tail Lamp Package	405.00
<input type="checkbox"/>	66C-Rear Light Package	432.00
<input type="checkbox"/>	16D-Badge Delete	N/C
<input type="checkbox"/>	21L Front Auxiliary Light	546.00

Options-Interior

<input type="checkbox"/>	47E 12.1" Integrated Computer Screen	3,478.00
<input type="checkbox"/>	63V Cargo Vault (Lockable Small Compartment)	253.00
<input checked="" type="checkbox"/>	65U Interior Upgrade Package	367.00
<input type="checkbox"/>	92R Solar Tint 2 nd Row (Deletes Privacy Glass)	85.00
<input type="checkbox"/>	92G Solar Tint 2 nd Row and Cargo Area (Deletes Privacy Glass)	112.00
<input type="checkbox"/>	87M 4" Rear Camera (1/4 size Picture in Picture in Upper Left Quadrant of Display)	N/C
<input type="checkbox"/>		

<input type="checkbox"/>	16C Carpet Floor Covering	141.00
<input type="checkbox"/>	F6 Ebony Cloth Seating	51.00
<input type="checkbox"/>	90D Ballistic Door Panels (Level III +)-Driver Front Door Only	1495.00
<input type="checkbox"/>	90E Ballistic Door Panels (Level III+)- Driver and Passenger Front Doors Only	2979.00
<input type="checkbox"/>	90F Ballistic Door Panels (Level IV+)- Driver Front Door Only	2274.00
<input type="checkbox"/>	90G Ballistic Door Panels (Level IV +)- Driver and Passenger Front Doors Only	4541.00

Exterior Colors

<input type="checkbox"/>	E4-Vermillion Red	
<input type="checkbox"/>	JS-Iconic Silver	
<input type="checkbox"/>	LK-Dark Blue	
<input type="checkbox"/>	LM-Royal Blue	
<input checked="" type="checkbox"/>	M7-Carbonized Gray	
<input type="checkbox"/>	TN-Silver Grey Metallic	
<input type="checkbox"/>	UJ-Sterling Gray	
<input type="checkbox"/>	UM-Agate Black	
<input type="checkbox"/>	YZ-Oxford White	

Miscellaneous Options

<input type="checkbox"/>	4-Corner LED Amber Strobes	1,395.00
<input type="checkbox"/>	Rustproofing (Does Not Include Undercoating)	395.00
<input type="checkbox"/>	Delivery Over 75 Miles	250.00
<input type="checkbox"/>	Certificate of Origin (Customer to Complete Licensing)	N/C
<input checked="" type="checkbox"/>	License and Title- Municipal X Municipal Police X	203.00
<input type="checkbox"/>	Passenger Title and Plates	351.00

Title Name	City of Des Plaines
Title Address	1420 Miner Street
Title City	Des Plaines, IL
Title Zip Code	60016
Contact Name	Ralph Magak
Phone Number	847-391-5477
PO Number	
FIN CODE	QD 603
Tax Exempt Number	E99981793
Total Dollar Amount	\$47,950
Delivery Address	1111 Joseph Schwab Rd
	Des Plaines, IL 60016

***Orders Require Signed Original Purchase Order and Tax Exempt Letter Submitted to:**

Currie Motors Commercial Center

10125 W Laraway

Frankfort Il 60423

PHONE: (815) 412-3227

Tom Sullivan

tsullivan@curriemotors.com

Phone: (815)464-9200

Nic Cortellini

ncortellini@curriemotors.com

Production is based upon Plant Scheduling and Commodity Restrictions Subject to Cancellation

Payment Due at Time of Delivery



**2025 Ford Utility Interceptor
Contract #204**

\$47,615.00



Currie Motors Fleet

Nice People to do Business With!

Production Begins May 2024

Hybrid Motors are Late Availability

2025 Model Year is Allocation Based upon Sales History and Subject to Commodity Restrictions



2025 Ford Utility Interceptor

\$47,615.00

Standard Features

MECHANICAL ●3.3L Police-Calibrated V6 Direct-Injection Hybrid Engine System –Standard ●AWD Drivetrain Transmission – 10-speed automatic, police calibrated ●Lithium-Ion Battery Pack ●Brakes – Police calibrated high-performance regenerative braking system(Hybrid Only) ●4-Wheel heavy-duty disc w/heavy-duty front and rear calipers ●Brake Rotors – large mass for high thermal capacity and calipers with large swept area. ●Electric Power-Assist Steering (EPAS) – Heavy-Duty ●DC/DC converter – 220-Amp ●Cooling System – Heavy-duty, Engine oil cooler and transmission oil cooler ●Engine Idle Hour Meter ●Powertrain mounts – Heavy-Duty ●Class III Trailer Hitch Receiver and (2) recovery hooks ● Class III Trailer Tow Lighting Package ●Wheels— Heavy-duty steel, vented with center cap— Full size spare tire w/TPMS ●50-State Emissions System ● H8 AGM Battery ● **Engine Idle Control** ●Manual Police Pursuit Mode

EXTERIOR ●Antenna, Roof-mounted ●Cladding – Lower body-side cladding ●Door Handles – Black ● Exhaust, True Dual ● **Daytime Running Lamps – Configurable ON/OFF through instrument cluster** ●Door-Lock Cylinders (Front Driver / Passenger / Lift-gate) ●Glass – 2nd Row, Rear Quarter and Lift-gate Privacy Glass ●Grille – Black ●Headlamps – Automatic, LED Low-and-High-Beam ●Lift-gate – Manual 1-Piece – Fixed Glass w/Door-Lock Cylinder ●Mirrors – **Black Caps Power Electric Remote Heated Manual Folding with Integrated Spotter** ●Spare – Full size 18” Tire w/TPMS ●Spoiler – Painted Black ● Lift-gate Handle ●Tail lamps – LED ●Tires – 255/60R18 A/S BSW ●Wheel-Lip Molding – Black ●Wheels – 18” x 8.0 painted black steel with polished stainless steel hub cover ●Windshield – Acoustic Laminated ●**Unity LED Drivers Spot Light** ●**Rear Tail Light Housing**

INTERIOR/COMFORT ●Cargo Hooks in cargo area ●Climate Control – Dual-Zone Electronic Automatic Temperature Control ●Door-Locks— Power ● **Rear-Door Handles and Locks In-Operable** ●Fixed Pedals (Driver Dead Pedal) ● Floor – Heavy-Duty Thermoplastic Elastomer ●Glove Box – Locking/non-illuminated ●Grab Handles ●Heated Sanitization Solution ●**Lift gate Release Switch located in overhead console (45 second timeout feature)** ●Lighting— Overhead Console— Red/White Task Lighting in Overhead Console— 3rd row overhead map light ●Mirror – Day/night Rear View ●Particulate Air Filter ● Power points – (1) First Row ●Rear-door closeout panels ●Rear-window Defrost ●Scuff Plates – Front & Rear ●Seats— 1st Row Police Grade Cloth Trim, Dual Front Buckets with reduced bolsters — 1st Row – Driver 6-way lower track (fore/aft. Up/down, tilt with manual recline, 2-way manual lumbar) — 1st Row – passenger 2-way manual track (fore/aft. with manual recline) — Built-in steel intrusion plates in both driver/passenger seatbacks — 2nd Row Vinyl, 35/30/35 Split Bench Seat (manual fold-flat, no tumble) ●Speed (Cruise) Control ●Speedometer –

Calibrated (includes digital readout) ●Steering Wheel – Manual / Tilt / Telescoping, Speed Controls and 4 user – configurable latching switches Sun visors, color-keyed, non-illuminated ●Universal Top Tray – Center of I/P for mounting aftermarket equipment ●Windows, Power, 1-touch Up/Down Front Driver/Passenger-Side with disable feature● **Power Passenger Seat ● Courtesy Lights Disabled ● Rear Dome Light ●Aux. Rear A/C**

SAFETY/SECURITY ●Advance Trac® w/RSC® ●Airbags, dual-stage driver & front-passenger, side seat, passenger-side knee, Roll Curtain Airbags and Safety Canopy®●Anti-Lock Brakes (ABS) with Traction Control ● Brakes – Police calibrated high-performance regenerative braking system ●Belt-Minder® (Front Driver / Passenger)●Child-Safety Locks ●Individual Tire Pressure Monitoring System (TPMS)●LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations ●Rearview Camera viewable on 8"Center Stack ● Seat Belts, Pretensioner /Energy-Management System w/adjustable height in 1st Row ●SOS Post-Crash Alert System™● Perimeter Alert ● Remote Keyless Fob ●BLIS ●Cross Traffic Brake Assist ●Pre-Collision Mitigation System ●Reverse Sensing System

Police Up-fit Friendly ●Consistent 11-inch space between driver and passenger seats for aftermarket consoles (9-inch center console mounting plate)●Console mounting plate ●Dash pass-thru opening for aftermarket wiring ●Headliner- easy to service ●Two (2) 50 amp battery ground circuits – power distribution junction block (repositioned behind 2nd row seat floorboard). ● Grill Wiring ●100 Watt siren/Speaker Prep Kit

Functional ●Audio— AM/FM / MP3 Capable / Clock / 4-speakers— SYNC® interface — Includes hands-free voice command support — USB Port — (1) — 8" Color LCD Screen Center- Stack "Smart Display"● Easy Fuel® Capless Fuel-Filler ●Fleet Telematics Modem to support Ford Pro™ Telematics ●Front door tether straps (driver/passenger)●Power pigtail harness ●Simple Fleet Key; 4-keys●Two-way radio pre-wire ●Two (2) 50 amp battery power circuits – power distribution junction block (behind 2nd row passenger seat floorboard)●Wipers – Front Speed- Sensitive Intermittent; Rear Dual Speed Wiper ●Up fitter Interface System ●PAITRO output tied to lift gate release switch ●3 Year 36,000 Mile Warranty-5 Year 100,000 mile Powertrain Warranty ●Delivery under 75 miles



Models

<input checked="" type="checkbox"/>	K8A	2025 Utility Interceptor Hybrid-Late Availability	47,615.00
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			

OPTIONS-Mechanical/Functional

<input type="checkbox"/>	99B-3.3L V-6 TI-VCT Motor NA with 99C Motor	-2661.00
<input type="checkbox"/>	99C-3.0L Eco boost	893.00
<input type="checkbox"/>	76D-Deflector Plate (engine and transmission shield)	320.00
<input type="checkbox"/>	41H-Block Heater	179.00
<input type="checkbox"/>	18X-100 Watt Siren Speaker (includes bracket and pig tail)	329.00
<input checked="" type="checkbox"/>	60R-Noise Suppression	94.00
<input type="checkbox"/>	67U-Ultimate Wiring Kit	602.00
<input type="checkbox"/>	67V-Connector Kit	188.00
<input type="checkbox"/>	85D-Front Console Mounting Plate Delete (NA with 67H, 67U, 85R)	NC
<input type="checkbox"/>	85R-Rear Mounting Plate (NA with 65U, 85D)	56.00
<input type="checkbox"/>	67H Ready For the Road Package-OEM Lighting and Wiring Package	3,532.00
<input checked="" type="checkbox"/>	18D-Global Lock/Unlock- Deletes 45 second Lift Gate Lock Release	N/C

Options-Exterior

<input type="checkbox"/>	16P Rear Bumper Step Pad	94.00
<input type="checkbox"/>	65L 18" Wheel Covers	65.00
<input checked="" type="checkbox"/>	Keyed Alike CODE <u>1998-1435X</u>	47.00
<input type="checkbox"/>	942-Daytime Running Light-Cannot be Reprogrammed	47.00
<input checked="" type="checkbox"/>	68G- Rear Door Locks Inoperable	STD
<input type="checkbox"/>	52P-Hidden Door Lock Plunger Includes 68G	150.00
<input type="checkbox"/>	43A-Rear Auxiliary Lights	376.00
<input type="checkbox"/>	96T-Rear Spoiler Traffic Light-Compatible with Interior Upgrade Package	1,410.00
<input type="checkbox"/>	51P-Drivers Side Spot Light Prep	132.00
<input type="checkbox"/>	51S-Dual Spot Lights-Unity	582.00
<input type="checkbox"/>	51T-Drivers Spot Light-Whelen	394.00
<input type="checkbox"/>	51V-Dual Spot Lights-Whelen	629.00
<input type="checkbox"/>	51W-Dual Spot Prep	264.00
<input checked="" type="checkbox"/>	Spot Light Delete	-376.00
<input type="checkbox"/>	63B-Side Marker Lights	320.00
<input type="checkbox"/>	63L-Quarter Glass Lights	546.00
<input type="checkbox"/>	66A-Front Headlamp Package	846.00
<input type="checkbox"/>	66B-Tail Lamp Package	405.00
<input type="checkbox"/>	66C-Rear Light Package	432.00
<input type="checkbox"/>	16D-Badge Delete	N/C
<input type="checkbox"/>	21L Front Auxiliary Light	546.00

Options-Interior

<input type="checkbox"/>	47E 12.1" Integrated Computer Screen	3,478.00
<input type="checkbox"/>	63V Cargo Vault (Lockable Small Compartment)	253.00
<input checked="" type="checkbox"/>	65U Interior Upgrade Package	367.00
<input type="checkbox"/>	92R Solar Tint 2 nd Row (Deletes Privacy Glass)	85.00
<input type="checkbox"/>	92G Solar Tint 2 nd Row and Cargo Area (Deletes Privacy Glass)	112.00
<input type="checkbox"/>	87M 4" Rear Camera (1/4 size Picture in Picture in Upper Left Quadrant of Display)	N/C
<input type="checkbox"/>		

<input type="checkbox"/>	16C Carpet Floor Covering	141.00
<input type="checkbox"/>	F6 Ebony Cloth Seating	51.00
<input type="checkbox"/>	90D Ballistic Door Panels (Level III +)-Driver Front Door Only	1495.00
<input type="checkbox"/>	90E Ballistic Door Panels (Level III+)- Driver and Passenger Front Doors Only	2979.00
<input type="checkbox"/>	90F Ballistic Door Panels (Level IV+)- Driver Front Door Only	2274.00
<input type="checkbox"/>	90G Ballistic Door Panels (Level IV +)- Driver and Passenger Front Doors Only	4541.00

Exterior Colors

<input type="checkbox"/>	E4-Vermillion Red	
<input type="checkbox"/>	JS-Iconic Silver	
<input type="checkbox"/>	LK-Dark Blue	
<input type="checkbox"/>	LM-Royal Blue	
<input checked="" type="checkbox"/>	M7-Carbonized Gray	
<input type="checkbox"/>	TN-Silver Grey Metallic	
<input type="checkbox"/>	UJ-Sterling Gray	
<input type="checkbox"/>	UM-Agate Black	
<input type="checkbox"/>	YZ-Oxford White	

Miscellaneous Options

<input type="checkbox"/>	4-Corner LED Amber Strobes	1,395.00
<input type="checkbox"/>	Rustproofing (Does Not Include Undercoating)	395.00
<input type="checkbox"/>	Delivery Over 75 Miles	250.00
<input type="checkbox"/>	Certificate of Origin (Customer to Complete Licensing)	N/C
<input checked="" type="checkbox"/>	License and Title- Municipal X Municipal Police X	203.00
<input type="checkbox"/>	Passenger Title and Plates	351.00

Title Name	City of Des Plaines
Title Address	1420 Miner Street
Title City	Des Plaines, IL
Title Zip Code	60016
Contact Name	Ralph Magak
Phone Number	847-391-5477
PO Number	
FIN CODE	QD 603
Tax Exempt Number	E99981793
Total Dollar Amount	\$47,950
Delivery Address	1111 Joseph Schwab Rd
	Des Plaines, IL 60016

***Orders Require Signed Original Purchase Order and Tax Exempt Letter Submitted to:**

Currie Motors Commercial Center

10125 W Laraway

Frankfort Il 60423

PHONE: (815) 412-3227

Tom Sullivan

tsullivan@curriemotors.com

Phone: (815)464-9200

Nic Cortellini

ncortellini@curriemotors.com

Production is based upon Plant Scheduling and Commodity Restrictions Subject to Cancellation

Payment Due at Time of Delivery



**2025 Ford Utility Interceptor
Contract #204**

\$47,615.00



Currie Motors Fleet

Nice People to do Business With!

Production Begins May 2024

Hybrid Motors are Late Availability

2025 Model Year is Allocation Based upon Sales History and Subject to Commodity Restrictions



2025 Ford Utility Interceptor

\$47,615.00

Standard Features

MECHANICAL ●3.3L Police-Calibrated V6 Direct-Injection Hybrid Engine System –Standard ●AWD Drivetrain Transmission – 10-speed automatic, police calibrated ●Lithium-Ion Battery Pack ●Brakes – Police calibrated high-performance regenerative braking system(Hybrid Only) ●4-Wheel heavy-duty disc w/heavy-duty front and rear calipers ●Brake Rotors – large mass for high thermal capacity and calipers with large swept area. ●Electric Power-Assist Steering (EPAS) – Heavy-Duty ●DC/DC converter – 220-Amp ●Cooling System – Heavy-duty, Engine oil cooler and transmission oil cooler ●Engine Idle Hour Meter ●Powertrain mounts – Heavy-Duty ●Class III Trailer Hitch Receiver and (2) recovery hooks ● Class III Trailer Tow Lighting Package ●Wheels— Heavy-duty steel, vented with center cap— Full size spare tire w/TPMS ●50-State Emissions System ● H8 AGM Battery ● **Engine Idle Control** ●Manual Police Pursuit Mode

EXTERIOR ●Antenna, Roof-mounted ●Cladding – Lower body-side cladding ●Door Handles – Black ● Exhaust, True Dual ● **Daytime Running Lamps – Configurable ON/OFF through instrument cluster** ●Door-Lock Cylinders (Front Driver / Passenger / Lift-gate) ●Glass – 2nd Row, Rear Quarter and Lift-gate Privacy Glass ●Grille – Black ●Headlamps – Automatic, LED Low-and-High-Beam ●Lift-gate – Manual 1-Piece – Fixed Glass w/Door-Lock Cylinder ●Mirrors – **Black Caps Power Electric Remote Heated Manual Folding with Integrated Spotter** ●Spare – Full size 18” Tire w/TPMS ●Spoiler – Painted Black ● Lift-gate Handle ●Tail lamps – LED ●Tires – 255/60R18 A/S BSW ●Wheel-Lip Molding – Black ●Wheels – 18” x 8.0 painted black steel with polished stainless steel hub cover ●Windshield – Acoustic Laminated ●**Unity LED Drivers Spot Light** ●**Rear Tail Light Housing**

INTERIOR/COMFORT ●Cargo Hooks in cargo area ●Climate Control – Dual-Zone Electronic Automatic Temperature Control ●Door-Locks— Power ● **Rear-Door Handles and Locks In-Operable** ●Fixed Pedals (Driver Dead Pedal) ● Floor – Heavy-Duty Thermoplastic Elastomer ●Glove Box – Locking/non-illuminated ●Grab Handles ●Heated Sanitization Solution ●**Lift gate Release Switch located in overhead console (45 second timeout feature)** ●Lighting— Overhead Console— Red/White Task Lighting in Overhead Console— 3rd row overhead map light ●Mirror – Day/night Rear View ●Particulate Air Filter ● Power points – (1) First Row ●Rear-door closeout panels ●Rear-window Defrost ●Scuff Plates – Front & Rear ●Seats— 1st Row Police Grade Cloth Trim, Dual Front Buckets with reduced bolsters — 1st Row – Driver 6-way lower track (fore/aft. Up/down, tilt with manual recline, 2-way manual lumbar) — 1st Row – passenger 2-way manual track (fore/aft. with manual recline) — Built-in steel intrusion plates in both driver/passenger seatbacks — 2nd Row Vinyl, 35/30/35 Split Bench Seat (manual fold-flat, no tumble) ●Speed (Cruise) Control ●Speedometer –

Calibrated (includes digital readout) ●Steering Wheel – Manual / Tilt / Telescoping, Speed Controls and 4 user – configurable latching switches Sun visors, color-keyed, non-illuminated ●Universal Top Tray – Center of I/P for mounting aftermarket equipment ●Windows, Power, 1-touch Up/Down Front Driver/Passenger-Side with disable feature● **Power Passenger Seat ● Courtesy Lights Disabled ● Rear Dome Light ●Aux. Rear A/C**

SAFETY/SECURITY ●Advance Trac® w/RSC® ●Airbags, dual-stage driver & front-passenger, side seat, passenger-side knee, Roll Curtain Airbags and Safety Canopy®●Anti-Lock Brakes (ABS) with Traction Control ● Brakes – Police calibrated high-performance regenerative braking system ●Belt-Minder® (Front Driver / Passenger)●Child-Safety Locks ●Individual Tire Pressure Monitoring System (TPMS)●LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations ●Rearview Camera viewable on 8"Center Stack ● Seat Belts, Pretensioner /Energy-Management System w/adjustable height in 1st Row ●SOS Post-Crash Alert System™● Perimeter Alert ● Remote Keyless Fob ●BLIS ●Cross Traffic Brake Assist ●Pre-Collision Mitigation System ●Reverse Sensing System

Police Up-fit Friendly ●Consistent 11-inch space between driver and passenger seats for aftermarket consoles (9-inch center console mounting plate)●Console mounting plate ●Dash pass-thru opening for aftermarket wiring ●Headliner- easy to service ●Two (2) 50 amp battery ground circuits – power distribution junction block (repositioned behind 2nd row seat floorboard). ● Grill Wiring ●100 Watt siren/Speaker Prep Kit

Functional ●Audio— AM/FM / MP3 Capable / Clock / 4-speakers— SYNC® interface — Includes hands-free voice command support — USB Port — (1) — 8" Color LCD Screen Center- Stack "Smart Display"● Easy Fuel® Capless Fuel-Filler ●Fleet Telematics Modem to support Ford Pro™ Telematics ●Front door tether straps (driver/passenger)●Power pigtail harness ●Simple Fleet Key; 4-keys●Two-way radio pre-wire ●Two (2) 50 amp battery power circuits – power distribution junction block (behind 2nd row passenger seat floorboard)●Wipers – Front Speed- Sensitive Intermittent; Rear Dual Speed Wiper ●Up fitter Interface System ●PAITRO output tied to lift gate release switch ●3 Year 36,000 Mile Warranty-5 Year 100,000 mile Powertrain Warranty ●Delivery under 75 miles



Models

<input checked="" type="checkbox"/>	K8A	2025 Utility Interceptor Hybrid-Late Availability	47,615.00
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			

OPTIONS-Mechanical/Functional

<input type="checkbox"/>	99B-3.3L V-6 TI-VCT Motor NA with 99C Motor	-2661.00
<input type="checkbox"/>	99C-3.0L Eco boost	893.00
<input type="checkbox"/>	76D-Deflector Plate (engine and transmission shield)	320.00
<input type="checkbox"/>	41H-Block Heater	179.00
<input type="checkbox"/>	18X-100 Watt Siren Speaker (includes bracket and pig tail)	329.00
<input checked="" type="checkbox"/>	60R-Noise Suppression	94.00
<input type="checkbox"/>	67U-Ultimate Wiring Kit	602.00
<input type="checkbox"/>	67V-Connector Kit	188.00
<input type="checkbox"/>	85D-Front Console Mounting Plate Delete (NA with 67H, 67U, 85R)	NC
<input type="checkbox"/>	85R-Rear Mounting Plate (NA with 65U, 85D)	56.00
<input type="checkbox"/>	67H Ready For the Road Package-OEM Lighting and Wiring Package	3,532.00
<input checked="" type="checkbox"/>	18D-Global Lock/Unlock- Deletes 45 second Lift Gate Lock Release	N/C

Options-Exterior

<input type="checkbox"/>	16P Rear Bumper Step Pad	94.00
<input type="checkbox"/>	65L 18" Wheel Covers	65.00
<input checked="" type="checkbox"/>	Keyed Alike CODE <u>1998-1435X</u>	47.00
<input type="checkbox"/>	942-Daytime Running Light-Cannot be Reprogrammed	47.00
<input checked="" type="checkbox"/>	68G- Rear Door Locks Inoperable	STD
<input type="checkbox"/>	52P-Hidden Door Lock Plunger Includes 68G	150.00
<input type="checkbox"/>	43A-Rear Auxiliary Lights	376.00
<input type="checkbox"/>	96T-Rear Spoiler Traffic Light-Compatible with Interior Upgrade Package	1,410.00
<input type="checkbox"/>	51P-Drivers Side Spot Light Prep	132.00
<input type="checkbox"/>	51S-Dual Spot Lights-Unity	582.00
<input type="checkbox"/>	51T-Drivers Spot Light-Whelen	394.00
<input type="checkbox"/>	51V-Dual Spot Lights-Whelen	629.00
<input type="checkbox"/>	51W-Dual Spot Prep	264.00
<input type="checkbox"/>	Spot Light Delete	-376.00
<input type="checkbox"/>	63B-Side Marker Lights	320.00
<input type="checkbox"/>	63L-Quarter Glass Lights	546.00
<input type="checkbox"/>	66A-Front Headlamp Package	846.00
<input type="checkbox"/>	66B-Tail Lamp Package	405.00
<input type="checkbox"/>	66C-Rear Light Package	432.00
<input type="checkbox"/>	16D-Badge Delete	N/C
<input type="checkbox"/>	21L Front Auxiliary Light	546.00

Options-Interior

<input type="checkbox"/>	47E 12.1" Integrated Computer Screen	3,478.00
<input type="checkbox"/>	63V Cargo Vault (Lockable Small Compartment)	253.00
<input type="checkbox"/>	65U Interior Upgrade Package	367.00
<input type="checkbox"/>	92R Solar Tint 2 nd Row (Deletes Privacy Glass)	85.00
<input type="checkbox"/>	92G Solar Tint 2 nd Row and Cargo Area (Deletes Privacy Glass)	112.00
<input type="checkbox"/>	87M 4" Rear Camera (1/4 size Picture in Picture in Upper Left Quadrant of Display)	N/C
<input type="checkbox"/>		

<input type="checkbox"/>	16C Carpet Floor Covering	141.00
<input type="checkbox"/>	F6 Ebony Cloth Seating	51.00
<input type="checkbox"/>	90D Ballistic Door Panels (Level III +)-Driver Front Door Only	1495.00
<input type="checkbox"/>	90E Ballistic Door Panels (Level III+)- Driver and Passenger Front Doors Only	2979.00
<input type="checkbox"/>	90F Ballistic Door Panels (Level IV+)- Driver Front Door Only	2274.00
<input type="checkbox"/>	90G Ballistic Door Panels (Level IV +)- Driver and Passenger Front Doors Only	4541.00

Exterior Colors

<input type="checkbox"/>	E4-Vermillion Red	
<input type="checkbox"/>	JS-Iconic Silver	
<input type="checkbox"/>	LK-Dark Blue	
<input type="checkbox"/>	LM-Royal Blue	
<input type="checkbox"/>	M7-Carbonized Gray	
<input type="checkbox"/>	TN-Silver Grey Metallic	
<input type="checkbox"/>	UJ-Sterling Gray	
<input checked="" type="checkbox"/>	UM-Agate Black	
<input type="checkbox"/>	YZ-Oxford White	

Miscellaneous Options

<input type="checkbox"/>	4-Corner LED Amber Strobes	1,395.00
<input type="checkbox"/>	Rustproofing (Does Not Include Undercoating)	395.00
<input type="checkbox"/>	Delivery Over 75 Miles	250.00
<input type="checkbox"/>	Certificate of Origin (Customer to Complete Licensing)	N/C
<input checked="" type="checkbox"/>	License and Title- Municipal <u>Municipal Police</u>	203.00
<input type="checkbox"/>	Passenger Title and Plates	351.00

Title Name	City of Des Plaines
Title Address	1420 Miner Street
Title City	Des Plaines, IL
Title Zip Code	60016
Contact Name	Ralph Magak
Phone Number	847-391-5477
PO Number	
FIN CODE	QD 603
Tax Exempt Number	E99981793
Total Dollar Amount	\$47,959 per vehicle
Delivery Address	1111 Joseph Schwab Rd
	Des Plaines, IL 60016

***Orders Require Signed Original Purchase Order and Tax Exempt Letter Submitted to:**

Currie Motors Commercial Center

10125 W Laraway

Frankfort Il 60423

PHONE: (815) 412-3227

Tom Sullivan

tsullivan@curriemotors.com

Phone: (815)464-9200

Nic Cortellini

ncortellini@curriemotors.com

Production is based upon Plant Scheduling and Commodity Restrictions Subject to Cancellation

Payment Due at Time of Delivery

CITY OF DES PLAINES

RESOLUTION R - 186 - 24

A RESOLUTION AUTHORIZING THE PURCHASE OF 6 FORD VEHICLES FROM CURRIE MOTORS.

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 Vehicle Replacement Funds for use by the Police Departments during the 2025 fiscal year for the purchase of six 2025 Ford Interceptors (collectively, the "*Vehicles*"); and

WHEREAS, the City is a member of Northwest Municipal Conference Suburban Purchasing Cooperative ("*SPC*"), which provides cooperative purchasing solutions for government and educational agencies, resulting in significant savings for the City; and

WHEREAS, SPC sought bids for the award of SPC Contracts #204 for the purchase of the Vehicles ("*SPC Contracts*"); and

WHEREAS, SPC identified Currie Motors ("*Vendor*") as the lowest qualified bidder for the SPC Contracts; and

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

WHEREAS, the City Council has determined that it is in the best interest of the City to authorize the purchase of the Vehicles from Vendor in the total not-to-exceed amount of \$287,736, in accordance with the SPC Contracts;

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

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

SECTION 2: APPROVAL OF PURCHASE. The City Council hereby approves the purchase of the Vehicles from Vendor in the total amount of \$287,736.

SECTION 3: AUTHORIZATION OF PURCHASE. The City Manager is hereby authorized and directed to execute such documents approved by the General Counsel and to make such payments, on behalf of the City, as are necessary to complete the purchase of the Vehicles from Vendor in the total amount of \$287,736.

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 Purchase 6 Ford Vehicles from Currie Motors



**PUBLIC WORKS AND
ENGINEERING DEPARTMENT**

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

MEMORANDUM

Date: October 31, 2024
 To: Dorothy Wisniewski, City Manager
 From: Becka Shipp, P.E., Assistant Director of Public Works and Engineering *BS*
 CC: Timothy Oakley, P.E., CFM, Director of Public Works and Engineering *TPO*
 Subject: Municipal GIS Partners Supplemental Statement of Work 2025

Issue: The Geographic Information System (GIS) Consortium is requesting that each member community enter into an updated Supplemental Statement of Work agreement with Municipal GIS Partners, Inc. to provide GIS services. Municipal GIS Partners (MGP) is the vendor, selected by the GIS Consortium, to provide staffing and technical services for the City’s GIS.

Analysis: In 2022, the City entered into a three-year GIS Consortium Service Provider Contract with Municipal GIS Partners, Inc., approved via R-205-22 (Attachment 1). The City has been a member of the GIS Consortium since 2002. There are now 43 other community members. In the past year, MGP assisted the City with the Utility Grid Review project, ensuring accurate utility location data for field crew support and maintenance activities to save staff time in the field. Additionally, as-built information was integrated to support Public Work and Engineering, and the Finance departments with asset analysis and capital planning. MGP also provided resources to Public Works for IEPA Lead Service mandate annual submissions and collection of water service material survey data from residents.

MGP also created the public Construction Projects Web Map that allows residents to see the locations of all active capital improvement projects in the City that may impact them. That information along with construction updates is available to the public at www.desplainesil.gov/construction.

Recommendation: We recommend approval of the one (1) year Supplemental Statement of Work to the GIS Consortium Service Provider Contract with Municipal GIS Partners, Inc., 701 Lee Street, Suite 1020, Des Plaines, IL 60016 in the not-to-exceed amount of \$240,396.36 for 2025. This is a budgeted item from the GIS, General Fund.

Attachments:

- Attachment 1 – R-205-22 - GIS Consortium Service Provider Contract with Municipal GIS Partners, Inc.
- Resolution R-187-24
- Exhibit A - MGP 2025 Supplemental Statement of Work

GIS CONSORTIUM SERVICE PROVIDER CONTRACT

This contract (this “*Contract*”) made and entered into this 1st day of January, 2023 (the “*Effective Date*”), by and between the City of Des Plaines, an Illinois municipal corporation (hereinafter referred to as the “*Municipality*”), and Municipal GIS Partners, Incorporated, 701 Lee Street, Suite 1020, Des Plaines, Illinois 60016 (hereinafter referred to as the “*Consultant*”).

WHEREAS, the Municipality is a member of the Geographic Information System Consortium (“*GISC*”);

WHEREAS, the Consultant is a designated service provider for the members of GISC and is responsible for providing the necessary professional staffing resource support services as more fully described herein (the “*Services*”) in connection with the Municipality’s geographical information system (“*GIS*”);

WHEREAS, the Municipality desires to engage the Consultant to provide the Services on the terms set forth herein; and

WHEREAS, the Consultant hereby represents itself to be in compliance with Illinois statutes relating to professional registration applicable to individuals performing the Services hereunder and has the necessary expertise and experience to furnish the Services upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the promises hereinafter set forth, it is hereby agreed by and between the Municipality and the Consultant that:

SECTION 1 SCOPE OF SERVICES

1.1 Statement of Work. This Contract contains the basic terms and conditions that will govern the overall relationship between the Consultant and the Municipality. The Consultant will provide the Services described in the statement of work attached hereto as *Attachment 1* (“*Statement of Work*”), which shall become a part of and subject to this Contract.

1.2 Supplemental Statements of Work. Any additional services to be performed by the Consultant may be added to this Contract after the Effective Date by the mutual agreement of the parties, which agreement will be evidenced by mutual execution of a Supplemental Statement of Work which shall also be subject to the terms and conditions set forth in this Contract.

1.3 Additional Compensation. If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Municipality, the Consultant shall give written notice of its claim within fifteen (15) days after occurrence of such action. Regardless of the decision of the Municipality Manager relative to a claim submitted by the Consultant, all work required under this Contract as determined by the Municipality Manager shall proceed without interruption.

1.4 Contract Governs. If there is a conflict between the terms of this Contract and the Statement of Work or any Supplemental Statement of Work, unless otherwise specified in such Statement of Work, the terms of this Contract shall supersede the conflicting provisions contained in such Statement of Work.

SECTION 2 PERFORMANCE OF WORK

2.1 All work hereunder shall be performed under the direction of the City Manager or their designee (hereinafter referred to as the “*Municipality Manager*”) in accordance with the terms set forth in this Contract and each relevant Statement of Work.

SECTION 3 RELATIONSHIP OF PARTIES

3.1 Independent Contractor. The Consultant shall at all times be an independent contractor, engaged by the Municipality to perform the Services. Nothing contained herein shall be construed to constitute a partnership, joint venture or agency relationship between the parties.

3.2 Consultant and Employees. Neither the Consultant nor any of its employees shall be considered to be employees of the Municipality for any reason, including but not limited to for purposes of workers’ compensation law, Social Security, or any other applicable statute or regulation.

3.3 No Authority to Bind. Unless otherwise agreed to in writing, neither party hereto has the authority to bind the other to any third party or to otherwise act in any way as the representative of the other.

SECTION 4 PAYMENT TO THE CONSULTANT

4.1 Payment Terms. The Municipality agrees to pay the Consultant in accordance with the terms and amounts set forth in the applicable Statement of Work, provided that:

(a) The Consultant shall submit invoices in a format approved by the Municipality.

(b) The Consultant shall maintain records showing actual time devoted to each aspect of the Services performed and cost incurred. The Consultant shall permit the authorized representative of the Municipality to inspect and audit all data and records of the Consultant for work done under this Contract. The Consultant shall make these records available at reasonable times during this Contract period, and for a year after termination of this Contract.

(c) The service rates and projected utilization set forth in the applicable Statement of Work shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC which shall be reflected in a Supplemental Statement of Work.

(d) Payments to the Consultant shall be made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

(e) The Municipality is a tax-exempt municipality and will provide Consultant with a copy of the Municipality's current sales tax exemption certificate. Consultant shall not charge the Municipality any tax incurred by the Consultant for these Services.

4.2 Service Rates. The fees and/or service rates set forth in the Statement of Work and Supplemental Statement of Work include all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use of, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

SECTION 5 TERM

5.1 Initial Term. Subject to earlier termination pursuant to the terms of this Contract, the initial term of this Contract shall commence on the Effective Date and remain in effect for three (3) years (the "**Initial Term**").

5.2 Renewal Terms. The Initial Term may be extended for successive one (1) year periods or for any other period as mutually agreed to in writing and set forth in a Supplemental Statement of Work executed by both parties (each, a "**Renewal Term**;" and all Renewal Terms, together with the Initial Term, being the "Term of this Agreement").

5.3 Status of this Contract. The expiration of the Initial Term or a Renewal Term shall not terminate or affect the obligations of the Parties to each other under any existing Statement of Work or Supplemental Statement of Work issued pursuant to this Contract, and such Statement of Work or Supplemental Statement of Work shall continue in full force and effect and shall continue to be governed by the terms of this Contract until the expiration or completion of such Statement of Work or Supplement Statement of Work or until such Statement of Work or Supplemental Statement of Work is itself terminated pursuant to this Contract.

SECTION 6 TERMINATION OF CONTRACT

6.1 Voluntary Termination. Notwithstanding any other provision hereof, (a) the Municipality may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work during the Initial Term or any Renewal Term, with or without cause, at any time upon ninety (90) calendar days prior written notice to the Consultant; (b) the Consultant may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work, with or without cause, at any time upon one hundred eighty (180) calendar days prior written notice to the Municipality; or (c) following the expiration of the Term of this Agreement, and notwithstanding Section 5.3 of this Agreement, either Party may terminate any Statement of Work or any

Supplemental Statement of Work, with or without cause, upon thirty (30) calendar days prior written notice to the other Party.

6.2 Termination for Breach. Either party may terminate this Contract upon written notice to the other party following a material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within fifteen (15) days of receipt of written notice of such breach from the non-breaching party.

6.3 Payment for Services Rendered. In the event that this Contract is terminated in accordance with this Section 6, the Consultant shall be paid for services actually performed and reimbursable expenses actually incurred.

6.4 Effect of Termination. Termination of any Statement of Work or Supplemental Statement of Work will have no effect on this Contract. Termination of this Contract will serve to immediately terminate all open Statements of Work and Supplemental Statements of Work, absent a written agreement between the parties otherwise. Termination or expiration of this Contract, any Statement of Work, or any Supplemental Statement of Work will not affect any right or obligation of a party that comes into effect before, upon, or after such termination or expiration, or otherwise survives such termination or expiration, which was incurred by such party prior to such termination or expiration.

SECTION 7 CONSULTANT PERSONNEL AND SUBCONTRACTORS

7.1 Adequate Staffing. The Consultant must assign and maintain during the term of this Contract and any renewal thereof, an adequate staff of competent employees, agents, or subcontractors (“*Consultant Personnel*”) that is fully equipped, licensed as appropriate and qualified to perform the Services as required by the Statement of Work or Supplemental Statement of Work.

7.2 Availability of Personnel. The Consultant shall notify the Municipality as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Consultant Personnel assigned to provide the Municipality with the Services. The Consultant shall have no claim for damages and shall not bill the Municipality for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the time of performance as a result of any such termination, reassigning, or resignation.

7.3 Use of Subcontractors. The Consultant’s use of any subcontractor or subcontract to perform the Services shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Consultant. Consultant shall be fully responsible and assumes liability for the acts and omissions of all subcontractors directly or indirectly employed by, or working at the direction of, the Consultant in the performance of the Services.

7.4 Removal of Personnel and Subcontractors. Municipality may, upon written notice to Consultant, request that any Consultant Personnel be removed or replaced. Consultant shall

promptly endeavor to replace such Consultant Personnel and Municipality shall have no claim for damages for a delay or extension of the applicable Statement of Work as a result of any such removal or replacement.

7.5 Non-Solicitation of Consultant Employees. The Municipality agrees that during the term of this Contract and for a period of one (1) year thereafter, it shall not, directly or indirectly, through any other person, firm, corporation or other entity, solicit, induce, encourage or attempt to induce or encourage any employee of the Consultant to terminate his or her employment with the Consultant or to breach any other obligation to the Consultant. The Municipality acknowledges that the aforementioned restrictive covenant contained in this Section is reasonable and properly required for the adequate protection of the Consultant's business.

SECTION 8 ACCOMMODATION OF CONSULTANT PERSONNEL; MUNICIPAL FACILITIES

8.1 Facilities, Equipment, and Records. The Municipality shall provide the Consultant with adequate and safe office space, furnishings, records, hardware, software and connectivity to fulfill the objectives of the GIS program. Facilities, equipment, and records include, but are not limited to, the following:

- (a) Office space for the Consultant's Personnel. This space should effectively and securely house all required GIS systems, peripherals and support tools. This space must be available during normal business hours;
- (b) Furnishings including adequate desk(s), shelving, and seating for the Consultant's Personnel;
- (c) A telephone line and phone to originate and receive outside calls;
- (d) A network connection with adequate speed and access to the internet;
- (e) Hardware, software, peripherals, and network connectivity to perform the program objectives efficiently; and
- (f) Any Municipality data or record which is necessary for carrying out the work as outlined in the Contract, Statement of Work or Supplemental Statement of Work.

8.2 Backup and Recovery Systems. The Municipality shall be responsible for installing, operating and monitoring the backup and recovery systems for all the Municipality's GIS assets that permit the Consultant to continue Services within a reasonable period of time following a disaster or outage. The Consultant shall be responsible for installing, operating and monitoring the backup and recovery systems for all Consultant's assets that permit the Municipality to continue accessing the GISC Materials and Services within a reasonable period of time following a disaster or outage.

8.3 Right of Entry; Limited Access. Consultant's Personnel performing Services shall be permitted to enter upon the Municipality's property in connection with the performance of the Services, subject to those rules established by the Municipality. Consent to enter upon a

Municipality's facility given by the Municipality shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Municipality. Consultant's Personnel shall have the right to use only those facilities of the Municipality that are necessary to perform the Services and shall have no right to access any other facilities of the Municipality.

SECTION 9 CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; FOIA

9.1 Municipal Materials. The Consultant acknowledges and agrees that all trademarks, service marks, logos, tradenames and images provided by or on behalf of the Municipality to the Consultant for use in performing the Services and the GIS database (including files created from the database) created by Consultant hereunder (the "***Municipal Materials***") are the sole and exclusive property of the Municipality. The Consultant acknowledges that this Contract is not a license to use the Municipal Materials except as needed to perform the Services hereunder.

9.2 Third-Party Materials. If applicable, to the extent the Consultant has agreed to obtain and/or license Third-Party Materials on behalf of Municipality, the Consultant shall obtain a license for Municipality to use the Third-Party Materials as part of the Services for the purpose specified in the applicable Statement of Work. "***Third-Party Materials***" shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Consultant for the benefit of the Municipality.

9.3 GISC Materials. It is expressly understood that, excluding the Municipal Materials and Third-Party Materials, all members of GISC and the Consultant may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Consultant in providing Services hereunder (the "***GISC Materials***").

(a) The Consultant hereby grants the Municipality a limited, personal, nontransferable, non-exclusive license to use the GISC Materials solely for the purpose of and in connection with the Municipality's GIS. Upon expiration or termination of this Contract, or at such time the Municipality is no longer a member of GISC or in breach of its obligations hereunder, the Municipality shall not be entitled to or granted a license in future enhancements, improvements or modifications in the GISC Materials. The Municipality may grant a sublicense to a third party that the Municipality engages to maintain or update the GISC Materials in connection with the Municipality's GIS; provided that such third party agrees in writing to be bound by the license restrictions set forth in this Contract.

(b) The Municipality acknowledges that the Consultant is in the business of providing staffing resource support services and that the Consultant shall have the right to provide services and deliverables to third parties that are the same or similar to the services that are to be rendered under this Contract, and to use or otherwise exploit any GISC Materials in providing such services.

9.4 Confidential Information. In the performance of this Contract, the Consultant may have access to or receive certain information in the possession of the Municipality that is not

generally known to members of the public ("**Confidential Information**"). The Consultant acknowledges that Confidential Information includes, but is not limited to, proprietary information, copyrighted material, educational records, employee data, financial information, information relating to health records, resident account information, and other information of a personal nature. Consultant shall not use or disclose any Confidential Information without the prior written consent of the Municipality. Consultant will use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any Confidential Information received from or on behalf of the Municipality. Upon the expiration or termination of this Contract, Consultant shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the Municipality along with all copies thereof in its possession including copies stored in any computer memory or storage medium. The term "Confidential Information" does not include information that (a) is or becomes generally available to the public other than as a result of a breach of this Contract by the Consultant; (b) was in the Consultant's or Consultant Personnel's possession on a non-confidential basis from any source other than the Municipality, which source, to the knowledge of the Consultant, is entitled to disclose such information without breach of any obligation of confidentiality; (c) is independently developed by the Consultant without the use of or reference to, in whole or in part, any Confidential Information; (d) required to be disclosed pursuant to a court order issued by a court having jurisdiction thereof (subject to Section 9.5); or (e) information subject to disclosure under FOIA (as defined below in Section 9.6). For avoidance of doubt, it is agreed that the GIS Materials shall not be considered Confidential Information.

9.5 Dissemination of Confidential Information. Unless directed by the Municipality, Consultant shall not disseminate any Confidential Information. If Consultant is presented with a request for documents by any administrative agency or with a subpoena *duces tecum* regarding any Confidential Information which may be in Consultant's possession as a result of Services provided under this Contract, unless prohibited by law, Consultant shall immediately give notice to the Municipality with the understanding that the Municipality shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Consultant shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Consultant shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Consultant under this Contract.

9.6 Freedom of Information Act Requests. Within four (4) business days after the Municipality's Notice to the Consultant of the Municipality's receipt of a request made pursuant to the Illinois Freedom of Information Act (ILCS 140/1 et seq. – herein "FOIA"), the Consultant shall furnish all requested records in the Consultant's possession which are in any manner related to this Contract or the Consultant's performance of the Services, including but not limited to any documentation related to the Municipality and associated therewith. The Consultant shall not apply any costs or charge any fees to the Municipality or any other person, firm or corporation for its procurement and retrieval of such records in the Consultant's possession which are sought to be copied or reviewed in accordance with such FOIA request or requests. The Consultant shall defend, indemnify and hold harmless the Municipality including its several departments and including its officers and employees and shall pay all of the Consultant's Costs associated with such FOIA request or requests including Costs arising from the Consultant's failure or alleged

failure to timely furnish such documentation and/or arising from the Consultant's failure or alleged failure otherwise to comply with the FOIA, whether or not associated with the Consultant's and/or the Municipality's defense of any litigation associated therewith. In addition, if the Consultant requests the Municipality to deny the FOIA request or any portion thereof by utilizing one or more of the lawful exemptions provided for in the FOIA, the Consultant shall pay all Costs in connection therewith. As used herein, "in the Consultant's possession" includes documents in the possession of any of the Consultant's officers, agents, employees and/or independent contractors; and "Costs" includes but is not limited to attorneys' fees, witness fees, filing fees and any and all other expenses — whether incurred by the Municipality or the Consultant.

9.7 News Releases. The Consultant may not issue any news releases without prior approval from the Municipality Manager nor will the Consultant make public proposals developed under this Contract without prior written approval from the Municipality Manager.

9.8 Survive Termination. The provisions of Section 9.1 and 9.4 through and including 9.8 shall survive the termination of this Contract.

SECTION 10 LIMITATION OF LIABILITY

10.1 THE REPRESENTATIONS SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. UNDER NO CIRCUMSTANCES SHALL EITHER THE CONSULTANT OR THE MUNICIPALITY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOST SALES OR PROFITS, IN CONNECTION WITH THIS CONTRACT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 11 CONSULTANT WARRANTY; INDEMNIFICATION; INSURANCE

11.1 Warranty of Services. The Consultant warrants that the Services shall be performed in accordance with industry standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of the Effective Date.

11.2 Indemnification. The Consultant shall indemnify and save harmless the Municipality and its officers, employees, and agents from and against any and all loss, liability and damages of whatever nature, including Workmen's Compensation claims by Consultant's employees, in any way resulting from or arising out of the intentional, willful and wanton, negligent and/or gross negligent actions or omissions of the Consultant, the Consultant's employees and agents.

11.3 Insurance. The Consultant must procure and maintain, for the duration of this Contract, insurance as provided in **Attachment 2** to this Contract.

11.4 No Personal Liability No official, director, officer, agent, or employee of any party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Contract or because of its or their execution, approval or attempted execution of this Contract.

SECTION 12 GENERAL PROVISIONS

12.1 Equal Employment Opportunity Clause. In the event of the Consultant's non-compliance with the provisions of this Section 12.1 or the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*, as it may be amended from time to time, and any successor thereto (the "**Act**"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Consultant agrees as follows:

(a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, the Consultant will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

(b) That, if the Consultant hires additional employees in order to perform this Contract or any portion of this Contract, the Consultant will determine the availability (in accordance with 44 Ill. Admin. C. 750.5, *et seq.*, as it may be amended from time to time, and any successor thereto (the "**Applicable Regulations**")) of minorities and women in the areas from which the Consultant may reasonably recruit and the Consultant will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

(c) That, in all solicitations or advertisements for employees placed by the Consultant or on the Consultant's behalf, the Consultant will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

(d) That the Consultant will send to each labor organization or representative of workers with which the Consultant has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Consultant's obligations under the Act and the Applicable Regulations. If any labor organization or representative fails or refuses to cooperate with the Consultant in the Consultant's efforts to comply with the Act and the Applicable Regulations, the Consultant will promptly notify the

Illinois Department of Human Rights (the “*Department*”) and the Municipality and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

(e) That the Consultant will submit reports as required by the Applicable Regulations, furnish all relevant information as may from time to time be requested by the Department or the Municipality, and in all respects comply with the Act and the Applicable Regulations.

(f) That the Consultant will permit access to all relevant books, records, accounts and work sites by personnel of the Municipality and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

(g) That the Consultant will include verbatim or by reference the provisions of this Section 12.1 in every subcontract awarded under which any portion of the Contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Contract, the Consultant will be liable for compliance with applicable provisions of this Section 12.1 by subcontractors; and further the Consultant will promptly notify the Municipality and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Consultant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

12.2 No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*

12.3 Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

12.4 Compliance with Laws and Grants. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall also comply with all conditions of any federal, state, or local grant received by Municipality or Consultant with respect to this Contract or the Services.

12.5 Assignments and Successors. This Contract and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that no assignment, delegation or subcontracting shall be made without the prior written consent of the Municipality.

12.6 Severability. The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

12.7 Third Party Beneficiary. No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than the Consultant shall be made or be valid against the Municipality.

12.8 Waiver. No waiver of any provision of this Contract shall be deemed to or constitute a waiver of any other provision of this Contract (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Contract.

12.9 Governing Laws. This Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall reside in Cook County, Illinois.

12.10 Headings. The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

12.11 Modification or Amendment. This Contract constitutes the entire Contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment or Supplemental Statement of Work duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof.

12.12 Attachments. Attachments 1 and 2 are attached hereto, and by this reference incorporated in and made a part of this Contract. In the event of a conflict between any Attachment and the text of this Contract, the text of this Contract shall control.

12.13 Rights Cumulative. Unless expressly provided to the contrary in this Contract, each and every one of the rights, remedies, and benefits provided by this Contract shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

12.14 Good Faith Negotiation. Before commencing any legal action, the parties agree to enter into good faith negotiations to resolve any controversy, claim, or dispute (“*Dispute*”). Such good faith negotiations shall commence promptly upon a party’s receipt of notice of any Dispute from the other party and continue for a period of fourteen (14) days or any period of time as mutually agreed upon.

12.15 Notices. All notices, reports and documents required under this Contract shall be in writing (including prepaid overnight courier, electronic transmission or similar writing) and shall be given to such party at its address or e-mail address set forth below, or at such other address or e-mail address as such party may hereafter specify from time to time. Each such notice shall be effective (i) if given by first class mail or prepaid overnight courier, when received, or (ii) if sent to an e-mail address, upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment).

If to Municipality: City of Des Plaines
1420 Miner St
Des Plaines, IL 60016
Attention: Jon Duddles
E-mail: jduddles@desplaines.org

If to Consultant: Municipal GIS Partners, Incorporated
701 Lee Street, Suite 1020
Des Plaines, IL 60016
Attention: Thomas Thomey
E-mail: tthomey@mgpinc.com

12.16 Force Majeure. No party to this Contract shall be responsible or liable for, or deemed in breach hereof because of, any delay in the performance of its respective obligations under this Contract to the extent that such delay is due substantially to circumstances beyond the party's reasonable control and without the fault or negligence of the party experiencing such delay. Such circumstances may include, but are not limited to, any act of God, fire or other casualty, epidemic, quarantine, "stay home" or similar order, epidemic, quarantine, "stay home" or similar order, strike or labor dispute, embargo, war or violence, act of terrorism, or any law, order, proclamation, ordinance, demand, requirement, action or inaction of any national, state, provincial, local, or other government or governmental agency (each, a "*Force Majeure*"). Upon the occurrence of a Force Majeure, the party experiencing the Force Majeure shall notify the other party in writing immediately following such Force Majeure, but in no case later than three (3) business days after such party becomes aware of the occurrence of the Force Majeure. The written notification shall provide a reasonably detailed explanation of the Force Majeure.

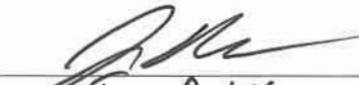
12.17 Counterpart Execution. This Contract, Statement of Work or any Supplemental Statement of Work may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

12.18 Tort Immunity Defenses. Nothing contained in the Contract is intended to constitute, and nothing in the Contract will constitute, a waiver of the rights, defenses, and immunities provided or available to the Municipality under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 et seq. or any other applicable State law.


[REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto as of the date first above written.

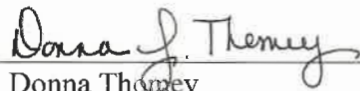
ATTEST:

By: 
Name: Jon Riddles
Its: Assistant Dir of PWE

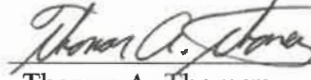
CITY OF DES PLAINES

By: 
Name: Michael G. Bartholomew
Its: City Manager

ATTEST:

By: 
Name: Donna Thomey
Its: Management Support Specialist

CONSULTANT: MUNICIPAL GIS PARTNERS, INCORPORATED

By: 
Name: Thomas A. Thomey
Its: President

CITY OF DES PLAINES

RESOLUTION R - 187 - 24

A RESOLUTION APPROVING A STATEMENT OF WORK UNDER THE AGREEMENT WITH GIS PARTNERS, INC. FOR GEOGRAPHIC INFORMATION SYSTEM SUPPORT 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 of Des Plaines is a member of the Municipal Geographic Information System Consortium ("*Consortium*"); and

WHEREAS, the Consortium has selected Municipal GIS Partners, Inc., of Des Plaines, Illinois, ("*MGP*") as the sole source provider of geographic information system services ("*Services*"); and

WHEREAS, on December 5, 2022, the City Council adopted Resolution R-205-22, approving the execution of a three-year GIS Consortium Service Provider Contract ("*Agreement*") with MGP for the procurement of geographic information system support services ("*Services*"), pursuant to statements of work in accordance with the Agreement; and

WHEREAS, MGP has submitted a proposal to perform the Services during 2025 calendar year in the amount of \$240,396.36; and

WHEREAS, the City desires to enter into a statement of work ("*Statement of Work*") under the Agreement for the Services at the price proposed; and

WHEREAS, pursuant to Chapter 10 of Title 1 of the City Code of the City of Des Plaines and Section 7.4(E) of the City's purchasing policy, the City Council has determined that the procurement of the Services is not adapted to award by competitive bidding because: (i) the Services will be procured with other units of government pursuant to the City's membership in the Consortium; and (ii) the Services require a high degree of professional skill where the ability or fitness of the individual plays an important part; and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve the Statement of Work with MGP;

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 STATEMENT OF WORK. The City Council hereby approves the Statement of Work in the amount of \$240,396.36, 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 STATEMENT OF WORK. 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 Statement of Work only after receipt by the City Clerk of at least two executed copies of the Statement of Work from MGP; provided, however, that if the City Clerk does not receive such executed copies of the Statement of Work from MGP within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Statement of Work 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



Supplemental Statement of Work

Pursuant to and in accordance with Sections 1.2 of that certain GIS Consortium Service Provider Contract dated January 1, 2023 (the “Contract”) between the City of Des Plaines, an Illinois municipal corporation (the “Municipality”) and Municipal GIS Partners, Incorporated (the “Consultant”), the parties hereby agree to the following SUPPLEMENTAL STATEMENT OF WORK, effective January 1, 2025 (“SSOW”):

In consideration of the mutual covenants and agreements hereinafter set forth the Municipality and the Consultant agree to amend the Contract as follows:

Project Schedule/Term

Pursuant to Section 5.2 of the Contract, the Initial Term of the Contract shall remain in effect until the later of (i) the expiration of the Initial Term set forth in the Contract, or (ii) December 31, 2025. For the avoidance of doubt, this section shall only have the effect of extending the term of those Contracts which would otherwise expire prior to December 31, 2025.

Staffing Allocation

The direct program staffing allocation for the Municipality for this agreement period is:

Agreement Period: January 1, 2025, through December 31, 2025

Direct Program Hours: 1,648.00

Onsite presence: Average of 15.45 days per month; estimated based upon 90 percent of the direct program hours, provided the Municipality and Consultant shall consult with each other in good faith from time to time on the advisability of flexible work arrangements whereby the program hours may be completed off-site, particularly in circumstances where the assigned staff and program are meeting or exceeding expectations.

Fees and Expenses

The fee for the staffing allocation set forth above is \$20,033.03 per month. The total contract value for the agreement period is \$240,396.36. Such fee does not include taxes or any reimbursable out-of-pocket expenses that may be incurred by the Consultant.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto as of

_____.

ATTEST:

CITY OF DES PLAINES

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

ATTEST:

CONSULTANT:

MUNICIPAL GIS PARTNERS, INCORPORATED

By: Donna J. Thomey
Name: Donna Thomey
Its: Business Support Specialist

By: Thomas A. Thomey
Name: Thomas A. Thomey
Its: President and General Manager



FINANCE DEPARTMENT

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

MEMORANDUM

Date: October 17, 2024
 To: Dorothy Wisniewski, City Manager
 From: Agnes Podbial, Director of Finance *AP*
 Subject: 2024 Property Tax Levy and Public Hearing

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

Analysis: Presented for City Council approval is the 2024 Tax Levy representing a 2.91% decrease from the 2023 Property Tax Extension. Section 18-15 of the Illinois Property Tax Code requires that the City adopt a tax levy ordinance and file it with the County Clerk’s office by the last Tuesday in December (Tuesday, December 31 for 2024).

The 2024 Tax Levy is scheduled for first reading on November 4th (in conjunction with the public hearing on the Tax Levy) and second reading on November 18th. **However, the County Clerk’s office filing deadline of December 31, 2024 remains firm and it is imperative the City Council adopt a tax levy of some amount on or before the evening of December 31st, or the City would be prohibited from levying any property tax.**

2023 Property Tax Extension		2024 Estimated Property Tax Levy			
Fund	Amount	Fund	Amount	+/- %	+/- \$
Corporate Fund	8,566,772	Corporate Fund	7,563,338	-11.71%	(1,003,434)
Police Pension Fund	8,938,458	Police Pension Fund	9,110,671	1.93%	172,213
Fire Pension Fund	8,475,310	Fire Pension Fund	8,549,816	0.88%	74,506
Library Board Fund	6,283,000	Library Board Fund	6,100,000	-2.91%	(183,000)
ITTA Aggregate Property Tax Extension	32,263,540	ITTA Aggregate Property Tax Levy	31,323,825	-2.91%	(939,715)

The table above depicts a detailed comparison of the 2023 Tax Extension and the 2024 Property Tax Levy. The 2024 Tax Levy, which includes the general (corporate) fund, police and fire pension funds, public library

fund, and bond & interest (debt service) fund, totals \$31,323,825. This represents a decrease of \$939,715 or -2.91% from the 2023 Property Tax Extension.

Recommendation: I recommend the City Council formally adopt the 2024 Property Tax Levy Ordinance.

Attachments:

Attachment 1 – Legal Notice – 2024 Tax Levy Public Hearing

Attachment 2 – 2024 Tax Levy Ordinance M - 22 - 24

Attachment 3 – 2024 Property Tax Levy Snapshot

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

- I. A public hearing to approve a proposed property tax levy for the City of Des Plaines, Illinois (the "taxing district") for 2024 will be held at 7:00 PM on November 4, 2024, at Des Plaines City Hall, Room 102, 1420 Miner Street, Des Plaines, Illinois 60016.

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

- II. The corporate and special purpose property taxes extended or abated for 2023 were \$32,263,540.

The proposed corporate and special purpose property taxes to be levied for 2024 are \$31,323,825. This represents a decrease of -2.91% from the previous year.

- III. The property taxes extended for debt service and public building commission leases for 2023 were \$0.00.

The estimated property taxes to be levied for debt service and public building commission leases for 2024 are \$0.00.

- IV. The total property taxes extended or abated for 2023 were \$32,263,540.

The estimated total property taxes to be levied for 2024 are \$31,323,825. This represents a decrease of -2.91% from the previous year.

CITY OF DES PLAINES

ORDINANCE M - 22 - 24

AN ORDINANCE LEVYING TAXES FOR THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS FOR THE TAX LEVY YEAR BEGINNING JANUARY 1, 2024 AND ENDING DECEMBER 31, 2024.

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

SECTION 1: That a tax in the sum of \$31,323,825 (Thirty One Million, Three Hundred Twenty Three Thousand, Eight Hundred Twenty Five Dollars) being the total estimated appropriation heretofore legally made, or so much thereof as may be authorized by law, which is to be collected from the 2024 tax year levy for all Corporate purposes of the City of Des Plaines, including but not limited to, the maintenance of the Des Plaines Free Public Library and Police and Firefighter Pension Funds as appropriated for the fiscal year by the ANNUAL APPROPRIATION ORDINANCE OF THE CITY OF DES PLAINES, duly passed by the City Council of the said City of Des Plaines, be and the same is hereby levied for said purposes against all taxable property in the City of Des Plaines for the fiscal year commencing January 1, 2024 and ending December 31, 2024.

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

<u>Fund</u>	<u>2024 Estimated Appropriations</u>	<u>Estimated Receipts from sources other than Taxation</u>	<u>To be raised by Taxation</u>
General Fund	87,471,962	79,908,624	7,563,338
Police Pension Fund	9,110,671		9,110,671
Fire Pension Fund	8,594,816		8,549,816
Bond & Interest (Debt Service)	0		0
<u>Public Library Fund</u>	<u>8,426,203</u>	<u>2,326,203</u>	<u>6,100,000</u>
Total:	113,558,652	82,234,827	31,323,825

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

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 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-2024 Tax Levy Ordinance

2024 PROPERTY TAX LEVY
(Collections to occur in the 2025 Budget)

Purpose	2022 Tax Extension	2023 Tax Extension	2024 Tax Levy	Dollar Change 2024	Percent Change 2024
Corporate	8,435,904	8,566,772	7,563,338	(1,003,434)	-11.71%
Police Pension	8,729,719	8,938,458	9,110,671	172,213	1.93%
Firefighter Pension	8,058,202	8,475,310	8,549,816	74,506	0.88%
Total City	\$ 25,223,825	\$ 25,980,540	\$ 25,223,825	\$ (756,715)	-2.91%
Library	6,283,000	6,283,000	6,100,000	(183,000)	-2.91%
	31,506,825	32,263,540	31,323,825	\$ (939,715)	-2.91%



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: October 24, 2024

To: Dorothy Wisniewski, City Manager

From: Jeff Rogers, AICP, Director of Community and Economic Development ^{JWR}
Ryan N. Johnson, Assistant Director of Community and Economic Development ^{R.N.}

Subject: Second Amendment to the Tax Increment Redevelopment Plan and Project for the Higgins Road/Mannheim Road TIF District No. 6

Issue: To consider a second amendment to the Tax Increment Redevelopment Plan and Project for the Higgins Road/Mannheim Road TIF District No. 6.

Analysis: Tax increment finance (TIF) funding is an incentive method used to better the economic condition of a specified area. TIF funding freezes the assessed valuation of a given area for a period of time. The development that subsequently occurs in the area results in an increase in the valuation of the district. The incremental property tax increase is deposited into a segregated fund of the City, which in turn utilizes those funds to provide incentives for the initial and additional development.

TIF District No. 6 was created in 2001, to the north and east at the intersection of Mannheim and Higgins Roads. Construction of a commercial strip center concluded in early 2007, with Starbucks and Potbelly restaurants as occupants. In 2014, the district was amended and restructured to include only properties north of Pratt Avenue, and the remaining properties to the south became part of the new TIF No. 7. The original term of TIF No. 6 was set to expire at the end of 2025.

Over the past few years, a sizable portion of TIF District No. 6 has been in the midst of redevelopment. The former Café La Cave banquet hall was demolished, and site work began for the construction of the restaurants Raising Canes, Guzman y Gomez Taqueria, and Cava Mediterranean Grill. Extending the term of TIF No. 6 would better ensure that the TIF No. 6 Redevelopment Plan is implemented, including further public improvements within the district that will promote further long-term growth benefitting the City and its residents.

TIF districts in Illinois are allowed to exist for 23 years. Extensions for an additional 12 years are possible when passed by the State and then amended by the municipality. On August 9, 2024, Illinois Public Act 103-1016 amended the TIF Act by adding a new Section 11-74.4-3.5(c)(274), which authorized the extension of the term of TIF No. 6 from December 31, 2025 to December 31, 2037.

The Illinois TIF Act permits the City to extend the term of TIF No. 6 after the City has convened a joint review board (JRB) meeting and conducted a public hearing regarding the matter. At their September 3, 2024 meeting, City Council authorized a JRB meeting and the necessary public hearing to consider the extension.

The JRB convened on Friday, September 20, 2024, and had the opportunity to discuss the amendment of the term of TIF District No. 6. During this meeting, the JRB unanimously recommended the attached resolution to extend the term of the TIF.

A public hearing, required by Section 5(c) of the Illinois Tax Increment Allocation Redevelopment Act, took place on October 21, 2024, during the City Council meeting. City staff described the proposed amendment to extend the term of the TIF District and there were no comments presented by the public.

The final approving step required to amend the TIF District is for the City Council to consider an Ordinance recommending the approval of the second amendment of TIF District No. 6 at a future meeting.

City Council Action: The City Council may vote to approve Ordinance M-23-24, the Second Amendment to the Tax Increment Redevelopment Plan and Project for the Higgins Road/Mannheim Road TIF District No. 6, extending the term of TIF District No. 6 to December 31, 2037.

Attachments:

Attachment 1: Location Map of TIF District #6

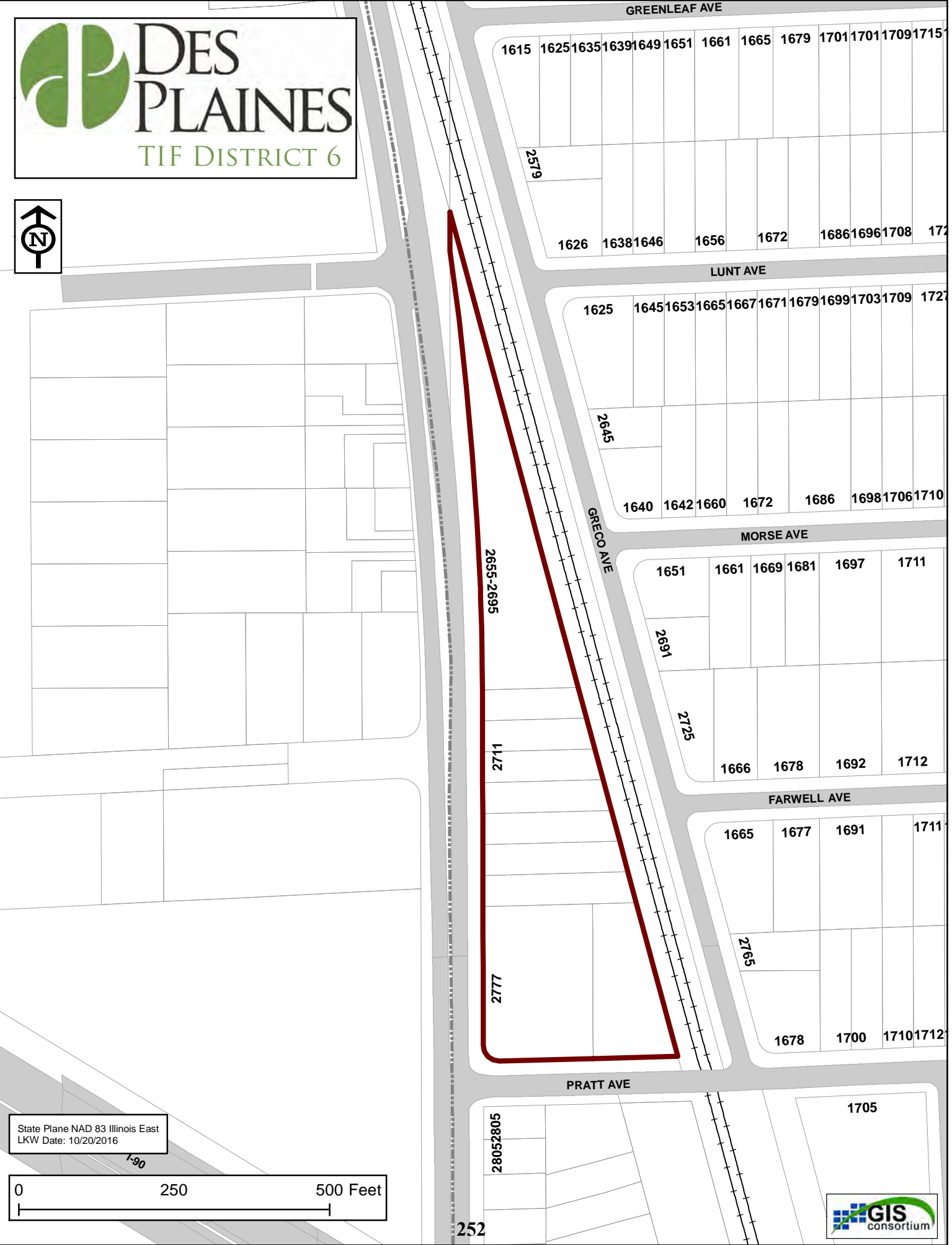
Attachment 2: JRB Resolution Recommending Extension & Second Amendment to Redevelopment Plan and Project

Ordinance M-23-24

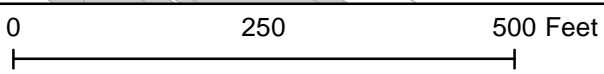
Exhibit A: Extension Amendment



DES PLAINES
TIF DISTRICT 6



State Plane NAD 83 Illinois East
LKW Date: 10/20/2016



**CITY OF DES PLAINES
HIGGINS ROAD/MANNHEIM ROAD
REDEVELOPMENT PROJECT AREA NO. 6
JOINT REVIEW BOARD**

**A RESOLUTION RECOMMENDING APPROVAL OF AN AMENDED TAX
INCREMENT REDEVELOPMENT PLAN AND PROJECT FOR THE
HIGGINS ROAD/MANNHEIM ROAD REDEVELOPMENT PROJECT AREA NO. 6**

WHEREAS, the Joint Review Board for the Higgins Road/Mannheim Road Redevelopment Project Area convened in the Des Plaines City Hall on September 20, 2024, pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* (“*TIF Act*”), which was attended and comprised of representatives of certain affected taxing jurisdictions of the Higgins Road/Mannheim Road Redevelopment Project Area (“*Redevelopment Project Area*”), as well as a public member pursuant to the TIF Act; and

WHEREAS, at its meeting on September 20, 2024, the Joint Review Board did review and consider the public record and draft ordinance relating to the proposed extended term for the Redevelopment Project Area and the Second Amendment to Redevelopment Plan and Project; and

WHEREAS, after consideration of said matters, in accordance and compliance with the TIF Act, the Joint Review Board did agree, by a vote of the members present, that the term of the Redevelopment Project Area should be extended to thirty-five years, that the proposed Second Amendment to Redevelopment Plan and Project should be approved, and that the Second Amendment to Redevelopment Plan and Project, as presented, conforms to the requirements of the TIF Act;

NOW THEREFORE, BE IT RESOLVED BY THE HIGGINS ROAD/MANNHEIM ROAD REDEVELOPMENT PROJECT AREA JOINT REVIEW BOARD, as follows

Section 1. **RECITALS.** The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2. **RECOMMENDATION.** The Joint Review Board hereby submits the following advisory, non-binding recommendations to the City Council of the City of Des Plaines:

- A. That the term of the Redevelopment Project Area should be extended from twenty-three years to thirty-five years;
- B. That the City Council approve the proposed Second Amendment to Redevelopment Plan and Project for the Redevelopment Project Area; and
- C. That the City Council adopt “An Ordinance Extending the Term and Approving an Amended Tax Increment Redevelopment Plan and Project for the Higgins Road/Mannheim Road Redevelopment Project Area.”

PASSED this 20th day of September, 2024.

AYES: 3

NAYS: 0

ABSTENTION: 0



Chairperson of the Joint Review Board for the
Higgins Road/Mannheim Road Redevelopment
Project Area
City of Des Plaines
Cook County, Illinois

CITY OF DES PLAINES

ORDINANCE M - 23 - 24

AN ORDINANCE EXTENDING THE TERM AND APPROVING AN AMENDED TAX INCREMENT REDEVELOPMENT PLAN AND PROJECT FOR THE HIGGINS ROAD/MANNHEIM ROAD REDEVELOPMENT PROJECT AREA NO. 6

WHEREAS, on October 15, 2001, the City Council of the City of Des Plaines (“*Corporate Authorities*”) passed Ordinances No. M-57-01, M-58-01 and M-59-01 approving: (i) a tax increment redevelopment plan and project for the Higgins Road/Mannheim Road Redevelopment Project Area (“*Redevelopment Plan and Project*”) for an area generally bounded by Mannheim Road to the west, Higgins Road to the south, and railroad right-of-way to the east (“*Redevelopment Project Area*”); (ii) designating the Redevelopment Project Area as a redevelopment project area; and (iii) adopting tax increment allocation financing (“*TIF*”) for the Redevelopment Plan and Project, all pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* (“*TIF Act*”); and

WHEREAS, on October 20, 2014, the Corporate Authorities passed Ordinance No. M-38-14 (Ordinances M-57-01, M-58-01, M-59-01, and M-38-14 are collectively referred to as the “*TIF Ordinances*”) approving the First Amendment to the Redevelopment Plan and Project and an amended Redevelopment Project Area (the Redevelopment Plan and Project and First Amendment to the Redevelopment Plan and Project are collectively referred to as the “*Redevelopment Plan and Project*” and the amended Redevelopment Project Area is referred to as the “*Amended Redevelopment Project Area*”); and

WHEREAS, the TIF was created with a 23-year term, as permitted by the TIF Act; and

WHEREAS, extension of the TIF term to 35 years was approved in Public Act 103-1016 on August 9, 2024, by adding Section 11-74.4-3.5(c)(274) to the TIF Act; and

WHEREAS, in order to implement the extension of the TIF term, it is necessary for the City Council to amend the Redevelopment Plan and Project to reflect the new 35-year term and estimated termination date of December 31, 2037 (“*Second Amendment to Redevelopment Plan and Project*”); and

WHEREAS, the Second Amendment to Redevelopment Plan and Project has been on file and available at City Hall since August 20, 2024; and

WHEREAS, pursuant to Section 11-74.4-5 of the TIF Act and Resolution R-152-24 adopted by the Corporate Authorities on September 3, 2024, the Corporate Authorities convened a meeting of the Joint Review Board for the Amended Redevelopment Project Area on September 20, 2024; and

WHEREAS, at its meeting on September 20, 2024, the Joint Review Board: (i) reviewed the public record, planning documents, and proposed ordinance approving the Second Amendment to Redevelopment Plan and Project; and (ii) approved a resolution recommending to the Corporate Authorities the approval of the Second Amendment to Redevelopment Plan and Project (“*JRB Resolution*”); and

WHEREAS, pursuant to Section 11-74.4-5 of the TIF Act, the Corporate Authorities held a public hearing relative to the Redevelopment Plan and Project on October 21, 2024 (“*Public Hearing*”), at which hearing the Corporate Authorities: (i) reviewed the Second Amendment to Redevelopment Plan and Project and the JRB Resolution; (ii) heard testimony and received written information concerning the Second Amendment to Redevelopment Plan and Project; and (iii) reviewed other information, documentation, and studies so as to be generally informed about the conditions of the Amended Redevelopment Project Area; and

WHEREAS, the Corporate Authorities have reviewed the proposed Second Amendment to Redevelopment Plan and Project and the existing comprehensive planning process for development of the City as a whole and have determined that the proposed Second Amendment to Redevelopment Plan and Project conforms to the existing comprehensive planning process of the City; and

WHEREAS, all notices required pursuant to the TIF Act were provided in accordance with the TIF Act; and

WHEREAS, pursuant to the findings and determinations as provided in this Ordinance, the Corporate Authorities have determined that it is desirable and in the best interest of the public and the City to approve the Second Amendment to Redevelopment Plan and Project;

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 facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2: FINDINGS. The Corporate Authorities hereby find:

- A. The Second Amendment to Redevelopment Plan and Project conforms to the existing comprehensive planning process for the development of the City as a whole.
- B. As set forth in the Second Amendment to Redevelopment Plan and Project, it is anticipated that all obligations incurred to finance redevelopment project costs, if any, as defined in the Redevelopment Plan and Project, will be retired no later than December 31st of the year in which the payment to the City Treasurer, pursuant to the TIF Act, is to be made with respect to the ad valorem taxes levied in the thirty-fifth calendar year after the Amended Redevelopment Project Area was initially designated.

- C. All other findings and certifications set forth in the Second Amendment to Redevelopment Plan and Project are hereby adopted as the findings and certifications of the Corporate Authorities as if fully set forth in this Ordinance.

SECTION 3: ADOPTION OF SECOND AMENDMENT TO REDEVELOPMENT PLAN AND PROJECT. The Corporate Authorities hereby adopt and approve the Second Amendment to Redevelopment Plan and Project. A copy of the Second Amendment to Redevelopment Plan and Project is set forth in **Exhibit A** attached to and, by this reference, made a part of this Ordinance.

SECTION 4: AMENDMENTS TO TIF ORDINANCES. The TIF Ordinances are amended as follows:

Amendment One. Section 1(e) of Ordinance No. M-57-01 is hereby amended in its entirety to read as follows:

As set forth in the Plan and in the data presented at the public hearing, the estimated date of completion of the Project is not later than December 31, 2037, and the estimated date of the retirement of all obligations incurred to finance redevelopment project costs as defined in the Plan is not later than December 31, 2037.

Amendment Two. Section 2(E) of Ordinance No. M-38-14 is hereby amended in its entirety to read as follows:

As set forth in the Amended Redevelopment Plan and Project, it is anticipated that all obligations incurred to finance redevelopment project costs, if any, as defined in the Amended Redevelopment Plan and Project, will be retired no later than December 31st of the year in which the payment to the City Treasurer, pursuant to the TIF Act, is to be made with respect to the ad valorem taxes levied in the thirty-fifth calendar year after the Redevelopment Project Area was initially designated.

SECTION 5: AFFIRMATION OF PROJECT AREA DESIGNATION. The Corporate Authorities hereby affirm that the Amended Redevelopment Project Area remains designated as a redevelopment project area pursuant to Section 11-74.4-4 of the TIF Act and will continue to be known as the Higgins Road/Mannheim Road Redevelopment Project Area.

SECTION 6: AFFIRMATION OF TAX INCREMENT FINANCING. The Corporate Authorities hereby affirm that tax increment allocation financing remains adopted and effective to pay for redevelopment project costs, as defined in the TIF Act and as set forth in the Redevelopment Plan and Project, within the Amended Redevelopment Project Area.

SECTION 7: AUTHORIZATION FOR TRANSMITTALS AND OTHER ACTION. The Corporate Authorities hereby authorize and direct the City Manager to take any and all statutorily required steps in connection with the approval of the Second Amendment to

Redevelopment Plan and Project, including, without limitation, the transmission of a certified copy of this Ordinance to the County Clerk of Cook County, Illinois.

SECTION 8: SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance are to remain in full force and effect, and are to be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 9: EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner provided by 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

SECOND AMENDMENT TO REDEVELOPMENT PLAN AND PROJECT

City of Des Plaines
Mannheim-Higgins Road TIF District 6
Second Amendment to Redevelopment Plan and Project
August 2024

Prepared by the City of Des Plaines

On October 15, 2001, the Mayor and City Council of the City of Des Plaines (“*City*”) approved a redevelopment plan and project, designated a redevelopment project area, and authorized tax increment financing for Mannheim-Higgins Road TIF District 6 (“*TIF District*”), all pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.* (“*Act*”). On October 20, 2014, the Mayor and City Council approved the First Amendment to the TIF District redevelopment plan and project (collectively, the “*Plan*”). The TIF District was created with a 23-year term, as permitted by the Act.

Extension of the TIF District term to 35 years was approved in Public Act 103-1016 on August 9, 2024, by adding Section 11-74.4-3.5(c)(274) to the Act. In order to implement the extension of the TIF District term, pursuant to Section 5(c) of the Act, the City amends the Plan as follows, with additions **bold and double-underlined** and deletions ~~struck through~~, with page references being to pages of the Plan:

- 1) Page 16, first paragraph:

Tax increment financing is an economic development tool designed to facilitate the redevelopment of blighted areas and to arrest decline in areas that may become blighted without public intervention. It is expected that tax increment financing will be an important means, although not necessarily the only means, of financing improvements and providing development incentives in the Area throughout its ~~twenty-three~~ **thirty-five** year life.

- 2) Page 21, second to last paragraph:

All obligations issued by the City in order to implement this Plan shall be retired not later than December 31 of the year in which the payment to the municipal treasurer as provided in Section 8(b) of the Act is to be made with respect to ad valorem taxes levied in the ~~twenty-third~~ **thirty-fifth** calendar year after the year in which the ordinance approving the redevelopment project area is adopted. The final maturity date of any such obligations which are issued may not be later than twenty 20) years from their respective dates of issuance. One or more series of obligations may be sold at one or more times in order to implement this Plan. The City may also

issue obligations to a developer as reimbursement for project costs incurred by the developer on behalf of the City.

3) Page 23, last paragraph:

This Plan will be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31st of the year in which the payment to the City treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the ~~twenty-third~~ **thirty-fifth** calendar year following the year in which the ordinance approving this Plan is adopted (By December 31, ~~2025~~ **2037**). While the Plan sets forth the maximum duration for the proposed tax increment financing district, the City hopes that the Plan can be fully implemented and all obligations can be retired in a shorter time period than that allowed for in the Act.

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DES PLAINES, ILLINOIS HELD IN THE ELEANOR ROHRBACH MEMORIAL COUNCIL CHAMBERS, DES PLAINES CIVIC CENTER, MONDAY, NOVEMBER 4, 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, November 4, 2024.

ROLL CALL

Roll call indicated the following Aldermen present: Lysakowski, Moylan, Oskerka, Sayad, Brookman, Walsten, 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, Battalion Chief Ciraulo, Deputy Police Chief Shanahan, 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 Moylan.

MINUTES OF THE PUBLIC HEARINGS HELD IN THE ELEANOR ROHRBACH MEMORIAL COUNCIL CHAMBERS DES PLAINES CIVIC CENTER, MONDAY, NOVEMBER 4, 2024

PUBLIC HEARING/ LEVYING TAXES FOR DES PLAINES FOR THE TAX LEVY YEAR BEGINNING JAN 1, 2024 & ENDING DEC 31, 2024

Mayor Goczkowski called the Public Hearing for consideration of levying taxes for the city of Des Plaines, cook county, Illinois for the tax levy year beginning January 1, 2024 and ending December 31, 2024, to order at 7:01 p.m.

Director of Finance Podbial reviewed a memorandum dated October 17, 2024.

Ordinance M-22-24

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

Presented for City Council approval is the 2024 Tax Levy representing a 2.91% decrease from the 2023 Property Tax Extension. Section 18-15 of the Illinois Property Tax Code requires that the City adopt a tax levy ordinance and file it with the County Clerk’s office by the last Tuesday in December (Tuesday, December 31 for 2024).

The 2024 Tax Levy is scheduled for first reading on November 4th (in conjunction with the public hearing on the Tax Levy) and second reading on November 18th. The County Clerk’s office filing deadline of December 31, 2024 remains firm and the City Council must adopt a tax levy of some amount on or before the evening of December 31st, or the City would be prohibited from levying any property tax.

The 2024 Tax Levy, which includes the general (corporate) fund, police and fire pension funds, public library fund, and bond & interest (debt service) fund, totals \$31,323,825. This represents a decrease of \$939,715 or -2.91% from the 2023 Property Tax Extension.

Staff recommends the City Council formally adopt the 2024 Property Tax Levy Ordinance.

Moved by Sayad, seconded by Brookman, to Approve First Reading of Ordinance M-22-24, AN ORDINANCE LEVYING TAXES FOR THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS FOR THE TAX LEVY YEAR BEGINNING JANUARY 1, 2024 AND ENDING DECEMBER 31, 2024.

Upon voice vote, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Sayad, Brookman, Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

Mayor Goczkowski adjourned the Public Hearing at 7:03 p.m.

PROCLAMATION

City Clerk Mastalski read a proclamation by Mayor Goczkowski declaring the month of November as National Native American Heritage Month.

ALDERMAN ANNOUNCEMENTS

Alderman Brookman encouraged the community to vote.

Alderman Walsten encouraged the community to vote.

Alderman Smith encouraged the community to vote.

Alderman Charewicz mentioned the Chamber of Commerce is hosting a career fair on November 6th at the library, Izaak Walton is having a Turkey Raffle on November 21st, and the Center of Concern is having an Adopt an Older Adult donation fundraiser. He also mentioned the next 8th ward meeting will be December 3rd at 7:00 p.m. at the conservatory.

Alderman Sayad encouraged voting. He thanked staff for help with the budget.

MAYORAL ANNOUNCEMENTS

Mayor Goczkowski stated that early voting has concluded and the Des Plaines Library is not a polling place tomorrow; residents can look up their polling place on the Cook County Clerk website. He also mentioned the City and the park district teamed up to host a Pumpkin Smash this past Saturday; he thanked staff and the volunteers from Clean Up Give Back. He also stated the City's leaf collection has started; further details found at desplainesil.gov/leafcollection. He mentioned the upcoming winter celebrations – Holiday Tree Lighting on December 6th and the Winter Fair on December 7th.

CONSENT AGENDA

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

Upon voice vote, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Sayad, Brookman, Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

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

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Sayad, Brookman, Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

Minutes were approved; Ordinance M-20-24 was adopted; Resolutions R-181-24, R-182-24, R-183-24 were adopted.

**AUTH EXEC OF
SUBREC AGRMT/
CDBG FUNDS/ NW HSG
PARTNERSHIP**
Consent Agenda

Moved by Brookman, seconded by Oskerka, to Approve Resolution R-181-24, A RESOLUTION AUTHORIZING THE EXECUTION OF SUBRECIPIENT AGREEMENTS WITH NORTH WEST HOUSING PARTNERSHIP REGARDING COMMUNITY DEVELOPMENT BLOCK GRANT FUND. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-181-24

**AUTH PROC/ ROCK
SALT/ COMPASS
MINERALS**
Consent Agenda

Moved by Brookman, seconded by Oskerka, to Approve Resolution R-182-24, A RESOLUTION AUTHORIZING THE PROCUREMENT OF ROCK SALT FROM COMPASS MINERALS, INC. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-182-24

**APPROVE TO 8/ IEPA/
GABRIEL ENVIRON
SVCS**
Consent Agenda

Moved by Brookman, seconded by Oskerka, to Approve Resolution R-183-24, A RESOLUTION APPROVING TASK ORDER NO. 8 WITH GABRIEL ENVIRONMENTAL SERVICES, INC. FOR FILING A NO FURTHER REMEDIATION LETTER APPLICATION WITH THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (1173-77 E. WALNUT STREET). Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-183-24

**SECOND READING/
ORDINANCE
M-20-24**
Consent Agenda

Advanced to second reading by Brookman, seconded by Oskerka, to Adopt the Ordinance M-20-24, AN ORDINANCE AMENDING THE CITY CODE TO ADD ONE CLASS "A" LIQUOR LICENSE. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE
MINUTES**
Consent Agenda

Moved by Brookman, seconded by Oskerka, to Approve the Minutes of the Special Meeting of the City Council – Budget Hearing #1 of October 10, 2024, as published. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE
MINUTES**
Consent Agenda

Moved by Brookman, seconded by Oskerka, to Approve the Minutes of the Special Meeting of the City Council – Budget Hearing #2 of October 16, 2024, as published. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE
MINUTES**
Consent Agenda

Moved by Brookman, seconded by Oskerka, to Approve the Minutes of the City Council meeting of October 21, 2024, as published. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE
MINUTES**
Consent Agenda

Moved by Brookman, seconded by Oskerka, to Approve the Closed Session Minutes of the City Council meeting of October 21, 2024, as published. Motion declared carried as approved unanimously under Consent Agenda.

UNFINISHED BUSINESS

**CONSIDER
APPROVING COND USE
PERMITS FOR TRADE
CONTR USES AT 965 &
975 RAND RD**
Ordinance
Z-14-24

Mayor Goczkowski stated the petitioner requested Ordinance Z-14-24 be postponed from the agenda due to their expectation to add major variation requests to their conditional use application.

Without objection, Ordinance Z-14-24 was pulled from tonight’s agenda.

**DISC RE PROPOSED
REG ON REC
VEHICLES**

Mayor Goczkowski stated that the item has received a lot of resident input and as a result he requested the discussion be deferred to the second meeting in November so that staff has more time to continue to receive resident feedback and incorporate it into the memorandum for discussion.

Without objection, the discussion was deferred to the second City Council meeting in November.

NEW BUSINESS

FINANCE & ADMINISTRATION – Alderman Sayad, Chair

**WARRANT
REGISTER
Resolution
R-180-24**

Alderman Sayad presented the Warrant Register.

Alderman Sayad stated the current reserve balance is \$29,371,496.00.

Moved by Sayad, seconded by Lysakowski, to Approve the Warrant Register of November 4, 2024, in the Amount of \$3,356,612.69 and Approve Resolution R-180-24.

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Sayad,
Brookman, Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

COMMUNITY DEVELOPMENT – Alderman Moylan, Chair

**CONSIDER AN ORD
APPROVING A COND
USE PERMIT & MAJOR
VAR TO ALLOW A RES
ZONED ASSY USE AT
1345 E. PRAIRIE AVE
Ordinance
Z-24-24**

Director of Community and Economic Development Rogers reviewed a memorandum dated October 28, 2024.

The petitioner is requesting the following items: (i) a Conditional Use to allow a residentially zoned assembly use in the R-4 zoning district; and (ii) a Variation for off-street parking at 1345 Prairie Avenue.

Petitioner St. Vakhtang Gorgasali Orthodox Church, represented by Arsen Mskhvilidze, has requested a Conditional Use Permit to allow the operation of a residentially zoned assembly use and major variation for off-street parking at 1345 Prairie Avenue. The 12,000-square-foot property contains a single-story building comprised of approximately 3,850 square feet with a frame shed, patio, paved pedestrian entry area, and no off-street parking area. The subject property is a corner lot with the front property line adjacent to Graceland Avenue on the east and the corner-side property line adjacent to Prairie Avenue to the north.

The St. Vakhtang Gorgasali Orthodox Church primarily operates on the weekends providing services from 9 a.m. to 12 p.m. on both days. However, they will also be open for special Christian holidays, some of which fall on weekdays.

The staff includes the priest, two assistants, two singers, and a board of three church members. A typical weekend service is anticipated to include no more than 30 individuals. However, major holidays can generate up to 80 individuals for a service or event.

The proposed use intends to utilize both on-street parking and off-street parking on nearby properties to fulfill its parking obligation given the non-existent parking area on the subject property and limited space to install a new parking area. The plan to do this using remote off-street parking and on-street parking options.

The proposed religious institution is categorized as a residentially zoned assembly use which requires a conditional use in the R-4, Central Core Residential district.

There was a previous assembly use operating on the subject property as a nonconforming use given that no conditional use is on file authorizing the assembly use. After the termination of this use in 2017, any future assembly use would require the approval of a conditional use permit prior to its operation. As such, the petitioner has submitted a conditional use request to operate a residentially zoned assembly use (i.e., church) on the property.

The existing two-story building includes a first floor and a basement area. The proposal includes minor alterations to the interior of the building consisting of: (i) removal of the existing kitchen and gas fired appliances from the lower level and (ii) removal of the existing raised platform in the sanctuary to make the floor level consistent throughout that space. There are no plans to alter the existing exterior of the building, including the building material of face brick.

Occupying this building may require ADA accessibility improvements within the building and site under the City's building code. The petitioner must be aware of this which will be addressed during building permit/certificate of occupancy review as this is not directly germane to the Conditional Use process.

Activities and operations of the proposed assembly use that generates excessive or noise/sound that escapes the subject property must comply with Sections 12- 12-8 and 6-2-7 of the City's code. This could include, but not be limited to, amplified bell ringing, calls to pray, processions, worship services' music and activities, etc.

Pursuant to Section 12-9-7 of the Des Plaines Zoning Ordinance, the minimum off-street parking requirement is based upon the specific type of assembly use. The Petitioner's Project Narrative indicates that there is fixed seating in the narthex space but not in the sacristy or sanctuary spaces. Based on this and the required off-street parking requirements, a total of 29 off-street spaces—including at least two accessible spaces—are required for the proposed residentially zoned assembly use on the subject property. The subject property currently does not have any established off-street parking spaces, and the Site Plan does not propose any new parking spaces. Consequently, the lack of off-street parking accommodations does not meet Zoning Ordinance requirements and requires a major variation.

Given the lack of off-street parking on the subject property and the limited space to install new off-street parking spaces with the current property configuration and development, the petitioner has applied for a major variation to reduce the required off-street parking requirement on the subject property to zero with a plan to utilize existing off-street parking on one nearby property as well as on-street parking on surrounding streets.

While staff recognize the physical constraints for on-site off-street parking on the subject property, an additional parking option has been provided by the petitioner in support of their major variation request. The petitioner's Project Narrative outlines their plan to accommodate their required parking supply in three ways:

- a. Use the public parking spaces in the Welkin parking garage across Graceland Ave;
- b. Use the existing public on-street parking in the immediate surrounding neighborhood; and
- c. Enter into a shared parking agreement with the responsible party at 780 Lee St. to use 31 off-street parking spaces on this private property.

Method a. and b. are publicly available and regulated parking for use by anyone but cannot be solely dedicated to the petitioner's use as these parking spaces are specifically intended

to be generally available to the community on a first-come-first-served basis. Further, both on-street parking and public stalls in the Welkin parking garage are likely to be at least partially occupied by other vehicles during these specific time frames.

Method c. could be a reliable location for a dedicated supply of parking spaces, but 780 Lee St. is approximately 936 feet away from the subject property along the pedestrian sidewalks on Prairie Ave. and Lee St. and may not be ideal proximity to the subject property. Additionally, there appears to be only 34 spaces currently at the rear and sides of 780 Lee St. These existing parking spaces currently serve an existing multi-tenant office building that is approximately 13,400 square feet in size. Under the City's parking regulations, this existing office building could require up to 44 parking spaces based on the building size.

There have been inquiries from the public related to this proposed use, but no written comments have been provided yet.

The PZB voted 4-1 (with one abstain vote) to recommend that City Council approve the conditional use and major variation requests with the staff recommended conditions.

If the City Council decides to approve these requests, staff and the PZB recommend the following conditions.

1. Prior to the issuance of a certificate of occupancy, the petitioner shall provide confirmation that all required off-street parking for the assembly use is satisfied through an executed shared parking agreement, the construction of on-site parking area installation, or a combination of the two in conformance with Section 12-9-7 of the Zoning Ordinance. The on-site parking area shall meet the requirements of Section 12-9-6 and Site Plan Review standards pursuant to Section 12-3-2.B.
2. Any installation of noise generating equipment on the site (bells, speakers, etc.) and all activities on this site must be in compliance with Section 12-12-8 of the Zoning Ordinance and Section 6-2-7 of the Police Regulations.
3. Prior to installation of any additional seating or expansion of operations related to the proposed use, contact City Staff to determine compliance with this conditional use ordinance and all other applicable regulations.

A member of the congregation spoke regarding the specifics of the Saturday service and Sunday school.

Marian Cosmides expressed her view of being in favor of approving the ordinance due to the historical significance of the church and its community building capability.

Resident Gentle Halsell stated he does not see an issue with the distance of the parking. He also stated he has had issues with the lighting conditions for the sidewalks and had had issues with his living conditions at his current residence. He also mentioned his concern with the amount of traffic and the speed of traffic in this area.

Moved by Oskerka, seconded by Moylan, to Deny Ordinance Z-24-24, AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT AND MAJOR VARIATION TO ALLOW A RESIDENTIALLY ZONED ASSEMBLY USE AT 1345 E. PRAIRIE AVENUE, DES PLAINES, ILLINOIS (Case #24- 044-CU-V).

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Sayad,
Brookman, Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

CONSIDER AN ORD
EXT THE TERM &
APPROVING AMENDED
TAX INC REDEV PLAN
& PROJ FOR THE
HIGGINS RD/
MANNHEIM RD REDEV
PROJ AREA NO 6
Ordinance
M-23-24

Director of Community and Economic Development Rogers reviewed a memorandum dated October 24, 2024.

The City Council considered a second amendment to the Tax Increment Redevelopment Plan and Project for the Higgins Road/Mannheim Road TIF District No. 6.

Tax increment finance (TIF) funding is an incentive method used to better the economic condition of a specified area. TIF funding freezes the assessed valuation of a given area for a period of time. The development that subsequently occurs in the area results in an increase in the valuation of the district. The incremental property tax increase is deposited into a segregated fund of the City, which in turn utilizes those funds to provide incentives for the initial and additional development.

TIF District No. 6 was created in 2001, to the north and east at the intersection of Mannheim and Higgins Roads. Construction of a commercial strip center concluded in early 2007, with Starbucks and Potbelly restaurants as occupants. In 2014, the district was amended and restructured to include only properties north of Pratt Avenue, and the remaining properties to the south became part of the new TIF No. 7. The original term of TIF No. 6 was set to expire at the end of 2025.

Over the past few years, a sizable portion of TIF District No. 6 has been in the midst of redevelopment. The former Café La Cave banquet hall was demolished, and site work began for the construction of the restaurants Raising Canes, Guzman y Gomez Taqueria, and Cava Mediterranean Grill. Extending the term of TIF No. 6 would better ensure that the TIF No. 6 Redevelopment Plan is implemented, including further public improvements within the district that will promote further long-term growth benefitting the City and its residents.

TIF districts in Illinois are allowed to exist for 23 years. Extensions for an additional 12 years are possible when passed by the State and then amended by the municipality. On August 9, 2024, Illinois Public Act 103- 1016 amended the TIF Act by adding a new Section 11-74.4-3.5(c)(274), which authorized the extension of the term of TIF No. 6 from December 31, 2025 to December 31, 2037.

The Illinois TIF Act permits the City to extend the term of TIF No. 6 after the City has convened a joint review board (JRB) meeting and conducted a public hearing regarding the matter. At their September 3, 2024 meeting, City Council authorized a JRB meeting and the necessary public hearing to consider the extension.

The JRB convened on Friday, September 20, 2024, and had the opportunity to discuss the amendment of the term of TIF District No. 6. During this meeting, the JRB unanimously recommended the attached resolution to extend the term of the TIF.

A public hearing, required by Section 5(c) of the Illinois Tax Increment Allocation Redevelopment Act, took place on October 21, 2024, during the City Council meeting.

Moved by Walsten, seconded by Smith, to Approve First Reading of Ordinance M-23-24, AN ORDINANCE EXTENDING THE TERM AND APPROVING AN AMENDED TAX INCREMENT REDEVELOPMENT PLAN AND PROJECT FOR THE HIGGINS ROAD/ MANNHEIM ROAD REDEVELOPMENT PROJECT AREA NO. 6.

Upon voice vote, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Sayad,
Brookman, Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

Alderman Walsten asked if the ordinance could be advanced to second reading.

City Manager Wisniewski recommended not advancing tonight to allow for public comment.

**CONSIDER AUTH THE
PURCH OF THE PROP
LOC AT 678 LEE ST &
1382 PRAIRIE AVE**
**Resolution
R-184-24**

Director of Community and Economic Development Rogers reviewed a memorandum dated October 28, 2024.

The City Council considered the purchase and sale agreement for 678 Lee Street.

The City Council previously directed the City Manager to negotiate with the owner of the historic 1927 commercial building and associated parking stalls to acquire the property. The City Manager has negotiated a purchase price of \$1,890,000 for the properties.

Resident Tom Lovestrand stated it is his opinion that too many City Council decisions are done in behind closed doors without transparency and without public opinion.

Moved by Moylan, seconded by Brookman, to Approve Resolution R-184-24, A RESOLUTION AUTHORIZING THE PURCHASE OF THE PROPERTY LOCATED AT 678 LEE STREET AND 1382 PRAIRIE AVENUE, DES PLAINES, ILLINOIS.

Upon roll call, the vote was:

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

NAYS: 1 - Sayad

ABSENT: 0 - None

Motion declared carried.

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

Mayor Goczkowski and Alderman Brookman encouraged the community to vote.

ADJOURNMENT

Moved by Brookman, seconded by Oskerka, to adjourn the meeting. Upon voice vote, motion declared carried. The meeting adjourned at 8:04 p.m.

Jessica M. Mastalski – CITY CLERK

APPROVED BY ME THIS _____

DAY OF _____, 2024

Andrew Goczkowski, MAYOR


**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT**

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

MEMORANDUM

Date: October 28, 2024

To: Dorothy Wisniewski, City Manager *DW*

From: Jeff Rogers, Director of Community and Economic Development *JR*

Subject: Overview of Local Municipal Requirements regarding Recreational Vehicles

Issue: In advance of the City Council's October 21, 2024 meeting, several Alderman of the City Council requested a summary from staff of the City's regulations on parking and storage of recreational vehicles (RVs) versus the requirements enforced in other local municipalities for consideration and discussion.

Background: The Mayor & Alderman of the City Council heard a summary of potential regulations of RVs at their regular meeting on October 21, 2024.

Among area communities, most municipalities currently enforce more restrictive regulations relating to the parking & storage of RVs than Des Plaines. The following table summarizes these requirements:

Municipality	Maximum Length	Front Yard Storage	Required Screening
Arlington Heights	32 feet	Not permissible	Required
Elk Grove Village	25 feet	Not permissible	Not Required
Glenview	Case-by-case (CU)	Not permissible	Required
Mount Prospect	N/A	Permissible	Not Required
Niles	26 feet	Not permissible	Required
Park Ridge	32 feet	Not permissible	Required
Prospect Heights	32 feet	Permissible	Required
Rosemont	N/A	N/A	N/A
Des Plaines	N/A	N/A	N/A

The City Council discussed and heard public comments regarding various potential requirements including quantity, size, and location limitations as well as minimum maintenance requirements relating to RVs.

At the conclusion of the discussion, there was disagreement regarding the specific scope of potential amendments to the Code. To clarify the general direction of the City Council, the major discussion points have been summarized for individual consideration and direction.

Those requirements which may receive majority support would be included within a proposed text amendment to the zoning ordinance, a notice for which would be published in advance of a public hearing by the Planning & Zoning Board. After consideration of the text amendments and public comments, any recommendation from the Planning & Zoning Board would return at a later date for additional consideration of a draft ordinance by the City Council.

Analysis: Based upon the City Council’s prior discussion, staff has prepared a series of clarifications regarding potential RV regulations in residential and non-residential zoning districts for discussion purposes to determine whether a consensus exists among the City Council in favor of specific potential regulations.

Potential Requirements	Agree	Disagree
Residential Districts		
Should new restrictions be adopted regulating parking & storage of RVs in residential districts?		
<i>Quantity</i> / No more than one RV should be allowed per residential zoning lot.		
<i>RV Size Limitation</i> There should be a maximum permissible RV size in residential districts.		
<i>RV Size & Lot Size</i> Larger residential (for example, lots exceeding 14,520 sq. ft.) should not be limited to the same maximum RV size as smaller residential lots (for example, lots less than 14,520 square feet).		
<i>Maximum RV Size</i> / The maximum RV size in a residential district should be 32 feet.		
<i>Maximum RV Size</i> / The maximum RV size in a residential district should be 26 feet.		
<i>RV forbidden in Front Yards</i> An RV shall not be parked or stored between the residence and the front lot line.		
<i>RV forbidden in Side Yards Abutting a Street</i> An RV shall not be parked or stored between the residence and any side lot line abutting a street.		
<i>Screening</i> In any location where an RV is parked or stored within 5.0 feet of a lot line, fencing and/or landscaping with a minimum height of 6.0 feet should be installed along the lot line for the purpose of screening.		
Non-Residential Districts		
Should new restrictions be adopted regulating parking & storage of RVs in non-residential districts?		
<i>RVs in Front Yards</i> An RV shall not be parked or stored between the principal building and the front lot line.		
<i>RVs in Side Yards Abutting a Street</i> An RV shall not be parked or stored between the principal building and any side lot line abutting a street.		
<i>RVs cannot obstruct circulation or parking</i> An RV shall not reduce, block, or otherwise interfere with parking lot drive aisles or access to off-street parking spaces, nor shall any RV occupy any required off-street parking stall.		

Proposed Definition:

“Recreational Vehicle” is a motorized or towable vehicle designed for temporary living or recreational purposes. This may include a motorhome, camper van/truck/bus, camper trailer, travel trailer, destination trailer, and fifth-wheel trailer. As differentiated from a mobile home, a recreational vehicle is not intended for permanent occupancy or as a permanent residence.

If supported, a text amendment would be prepared by Staff for consideration by the Planning & Zoning Board (PZB) at a future public hearing. After consideration and solicitation of public comments, the PZB would recommend text amendments to the City Code that align with their findings for additional consideration by the City Council prior to potential adoption.

Recommendation: This information is being presented for the City Council’s consideration and discussion.

Attachments:

Attachment 1: Ordinance Excerpts

Attachment 2: Recreational Vehicle Examples

EXCERPTS FROM MUNICIPAL CODES OF AREA COMMUNITIES

Municipality	Are RVs regulated in Residential Areas?	If “yes,” what additional restrictions apply?
Des Plaines	No	N/A
Park Ridge	Yes	<p>16.3 - General terms. Recreational Vehicle. A vehicle, or similar means of human transportation, used primarily for recreational purposes. "Recreational Vehicle" shall include, but not be limited to, the following:</p> <ul style="list-style-type: none"> A. <i>Boat/Raft</i>: Any unit that is used for water travel. B. <i>Camper Trailer</i>: A non-self-propelled motor vehicle designed to be towed and designed to be used as a temporary dwelling for travel or recreational use. C. <i>Motor Home</i>: A portable dwelling designed and constructed as an integral part of a self-propelled vehicle. D. <i>Pickup Coach</i>: A structure designed primarily to be mounted on a pickup or truck chassis and with sufficient equipment to render it suitable for use as a temporary dwelling for travel, recreational or vacation uses. E. <i>Snowmobile</i>: A "Snowmobile" is a motorized vehicle used for travel over snow or ice. F. <i>Jet Ski</i>: A "Jet Ski" or other type of personal watercraft is a motorized vehicle used for travel over water. <p>12.12 - Recreational vehicles. For the purposes of this Section, recreational vehicles shall include all motor homes, fifth wheels, travel trailers, boats, pop-up campers, and trailers that transport snowmobiles, wave-runners, ATVs, etc.</p> <ul style="list-style-type: none"> (a) Recreational vehicles exceeding thirty-two (32) feet in length or eight (8) feet in width may not be stored in any residential district. (b) No recreational vehicle shall be parked in the public right-of-way or within the front or corner side yard. However, such recreational vehicle may be temporarily parked in such yards or the street for a maximum of seventy-two (72) hours for trip preparation and unloading purposes. (c) Recreational vehicles may be stored within an interior side or rear yard, but must be located at least three (3) feet from any side lot line, provided that adequate screening at least five (5) feet in height is installed and properly maintained. (d) No more than one (1) recreational vehicle may be stored in the open, except that one (1) boat stored on top of a camper trailer, pick-up coach or motorized home, shall be permitted in addition to the recreational vehicle on which it is stored.

		<p>(e) No recreational vehicle shall be used for living, sleeping, or housekeeping purposes in any zoning district.</p> <p>(f) This section does not apply to recreational vehicles offered for-sale in an approved outdoor sales and display area of a motor vehicle dealership.</p>
Mount Prospect	Yes	<p>14.2203: PERMITTED PARKING IN RESIDENTIAL DISTRICTS: Other Vehicles: Recreational vehicles and equipment as defined herein, automobiles, motorcycles, trucks, vans, and vehicle trailers may be permitted to park only upon an approved driveway or parking pad constructed to the required standards of the site construction specifications contained in chapter 16 of this code.</p> <p>14.2401: PURPOSE:</p> <ul style="list-style-type: none"> • PARKING PAD: An open, paved area used by the owner or tenant of a residential property to store automobiles, motorcycles, trucks, vans, recreational vehicle trailers and recreational vehicles, with primary access from a driveway. • RECREATIONAL VEHICLE TRAILER: A vehicle with or without its own motor power that is designed to transport another vehicle, such as a boat, motorcycle, or snowmobile for recreational or vacation use and that is eligible to be licensed or registered and insured for highway use. • VEHICLE TRAILER: A wheeled vehicle, including a recreational vehicle trailer, without its own motor power, that is designed to transport any material, object or objects and that is designed so that it is eligible to be licensed or registered for highway use.
Glenview	Yes	<p>Sec. 98-50. - Conditional uses. Classifications. The following types of uses of land, buildings and structures which, because of their unique characteristics, can only be properly classified in any particular district upon consideration in each case of the impact of those uses upon neighboring land and of the public need for the particular use at the particular location, are declared to be conditional uses:</p> <ul style="list-style-type: none"> • Sec. 98-213. Recreational vehicles, as defined in the Illinois Motor Vehicle Code, in any single-family residential district only as a conditional use. <p>The following vehicles or trailers (as defined in the Illinois Vehicle Code) shall not be parked or stored outdoors within a residentially zoned district:</p> <ul style="list-style-type: none"> • Recreational vehicles, and aircraft, except as authorized pursuant to a conditional use granted in accordance with section 98-50.
Elk Grove Village	Yes	6-3-6-8: PARKING AND STORAGE OF OVERSIZED

RECREATIONAL VEHICLES:

It shall be unlawful for any person to keep, maintain, park, or store any recreational vehicle, tow type vehicle and boat in any residential zoned district in the Village except as provided in this section.

The parking and storage of recreational vehicles, tow type vehicles and boats shall be permitted within the front yard of property in residential zoned districts provided that such vehicles adhere to the following size restrictions:

- A. The overall length of the vehicle, including the tongue of the trailer and the furthestmost projection of the trailer and vehicle being towed does not exceed a length of twenty five feet (25').
- B. The overall height shall not exceed eight feet (8').
- C. The overall width shall not exceed nine feet (9').

No portion of any such vehicle shall be permitted to overhang or block the public sidewalk. Recreational vehicles, tow type vehicles and boats, in excess of any of the size limitations, may only be parked and stored in single-family residential districts in the rear lot of the building, inside a garage area, or in a side yard, not fronting a street, but behind the front building line and further provided that they conform to all other conditions contained in the zoning ordinance applicable to the parking of vehicles.

Notwithstanding the above, recreational vehicles, tow type trailers and boats, in excess of any of the size limitations, may be parked in the front of the building line for a period of time not to exceed seventy two (72) hours per month in duration for the purpose of loading, unloading, cleaning and maintenance.

Recreational vehicles and trailers shall not be used as an accessory structure as defined in the zoning ordinance. No recreational vehicle shall be used for the storage of goods, material, or equipment other than those items required for its intended purpose.

At no time shall parked or stored vehicles be occupied or used for living, sleeping or housekeeping purposes.

Not more than one recreational vehicle, tow type vehicle or boat, shall be parked or stored on a lot in a residential zoned district. In addition, the owner of a recreational vehicle, tow type vehicle or boat shall not park or store such vehicle in such a manner as to create a dangerous or unsafe condition on the property where parked or stored. Parking or storage in such a fashion that the vehicle, whether loaded or not, may readily tip or roll shall be considered a dangerous and unsafe condition. The ground under and surrounding any parked recreational

		vehicle, tow type trailer or boat shall be free of noxious weeds, overgrowth, litter or debris.
Niles	Yes	<p>Sec. 98-201. - Definitions. <i>Recreational vehicle.</i> Every camping trailer, motor home, mini motor home, travel trailer, truck camper or van camper used primarily for recreational purposes and not used commercially nor owned by a commercial business. The term "recreational shall also include the following:</p> <ul style="list-style-type: none"> A. <i>Travel trailer</i> is a vehicular, portable structure built on a chassis, designed to be used as a temporary dwelling for travel, recreational or vacation uses; it shall have a body width not exceeding eight feet and a body length not exceeding 26 feet, excluding trailer hitch, tongue and bumper. B. <i>Pickup coach:</i> A structure designed primarily to be mounted on a pickup or truck chassis with sufficient equipment to render it suitable for use as a temporary dwelling for travel, recreational or vacation uses. C. <i>Camper trailer:</i> A vehicular, portable structure built on a chassis or metal welded unit body with the superstructure made in part or in whole of canvas and metal frame. D. <i>Motorized home:</i> A portable dwelling designed and constructed as an integral part of a self-propelled vehicle. E. <i>Boat</i> means any device used or capable of being used for navigation on water. F. <i>Boat trailer</i> shall include every vehicle designed or utilized for the transportation of any boat having a gross weight of less than 5,000 pounds, without motive power, designed for being drawn by another vehicle. G. <i>Owner</i> means a person other than a lien holder having a property interest in or title to a boat or boat trailer or recreational vehicle. The term includes a person entitled to the use or possession of a boat, trailer or recreational vehicle subject to an interest in another person, reserved or created by agreement and securing payment or performance of an obligation. <p>Sec. 98-202. - Residential districts — Application of provisions. A recreational vehicle or boat may not be parked on any public way or public property in any residential district. Parking of a recreational vehicle or boat is permitted on private property in a residential district subject to the following conditions and restrictions.</p> <p>Sec. 98-203. – Same — General conditions. (a) Recreational vehicles or boats shall not be permitted in any district as accessory buildings. (b) Recreational vehicles or boats not meeting the conditions and restrictions herein contained shall not be stored in any residential district, except that a trailer may be used as a</p>

	<p>temporary office or storage space incidental to construction of a building development for the period of time such construction is actively undertaken, provided such trailer is located on the same or contiguous lot as the building development.</p> <p>(c) At no time shall such boat or recreational vehicle be occupied or used for living, sleeping or housekeeping purposes.</p> <p>(d) No recreational vehicle or boat in excess of the bulk restrictions as indicated in section 98-204 of this division shall be parked in any residential district.</p> <p>(e) State license plates, display title and village vehicle sticker, where required, shall be current and conspicuously displayed.</p> <p>(f) The owner shall have and display upon request to any authorized village official proof of ownership of such recreational vehicle or boat.</p> <p>(g) Such recreational vehicle or boat shall be maintained in mobile condition; no major construction or repair of such recreational vehicle or boat shall be carried out in a residential area, unless within an enclosed garage. The term "major construction" means any construction, rebuilding, enlargement, remodeling, refurbishing or repair, the cost of which exceeds 30 percent of the value of such unit before such construction, rebuilding, enlargement, remodeling, refurbishing or repair. The term "major construction" shall not include painting, usual or customary maintenance or repair.</p> <p>(h) The owner of a boat or recreational vehicle shall not park any such boat or recreational vehicle in such manner as to create a dangerous or unsafe condition on the property where parked. Parking in such fashion that the boat or recreational vehicle, whether loaded or not, may readily tip or roll, shall be considered a dangerous and unsafe condition.</p> <p>Sec. 98-204. – Same — Bulk restrictions. No recreational vehicle, boat or boat trailer parked in a residential district shall exceed:</p> <ol style="list-style-type: none"> (1) Ten feet in height as parked, including trailer, cradle or mount, but excluding mast; (2) Twenty-six feet in body length, excluding trailer hitch, tongue and bumper; (3) Eight feet in body width, excluding hardware; (4) A gross weight of 8,000 pounds. <p>Sec. 98-205. – Same — Location restrictions. A recreational vehicle, boat or boat trailer parked in a residential district shall be located:</p> <ol style="list-style-type: none"> (1) In the rear yard to the extent that the same is possible or practicable, taking into consideration existing landscaping and buildings. (2) Not less than three feet from any lot line. (3) Not within any required front yard, front driveway or
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		<p>building setback line.</p> <p>Sec. 98-206. – Same — Variations. Any person desiring to obtain a variation from the restrictions of subsections (2) and (3) of section 98-205 shall make application with the Village Clerk on a form to be provided by such clerk and pay a filing fee of \$10.00. Such application for a variation shall be heard by the zoning board at such times and after such notice as the zoning board may require. The zoning board shall have the final responsibility of authorizing a variation upon such terms and conditions as it deems reasonable.</p>
Prospect Heights	Yes	<p>5-8-4: RECREATIONAL VEHICLES: Definitions: For the purpose of administering this section, the following definitions shall be applicable:</p> <ul style="list-style-type: none"> A. BOAT OR RAFT: Any unit that is used for water travel or pleasure. B. MOTOR HOME: A portable dwelling designed and constructed as an integral part of a self-propelled vehicle. C. PICKUP COACH: A structure designed primarily to be mounted on a pickup or truck chassis and with sufficient equipment to render it suitable for use as a temporary dwelling for travel, recreational or vacation uses. D. RECREATIONAL VEHICLES: Vehicles or other similar facilities used primarily for recreational purposes. Such vehicles include travel trailers, pickup coaches, camper trailers, motor homes, boats and rafts. E. TRAVEL TRAILER: A vehicular, portable structure built on a chassis, designed to be used as a temporary dwelling for travel, recreational or vacation uses. <p>Parking Requirements. The parking and storage of recreational vehicles in a single-family residential district owned by residents of the zoning lot, shall be subject to the following regulations:</p> <ul style="list-style-type: none"> A. Travel trailers, pickup coaches, camper trailers, motor homes, boats, rafts, boat trailers, and miscellaneous recreational vehicles and trailers shall not be parked or stored on a zoning lot, except when located in a garage or fully enclosed structure, or within the buildable area to the rear of the front building line under the following conditions: <ul style="list-style-type: none"> a. Such above mentioned vehicles up to a length of thirty two feet (32') and a maximum total of one such vehicle, may be parked or stored in the open in the front driveway or in the buildable area behind the front building line or in the rear yard. If parked or stored in the front driveway, they shall be parked or stored as close to the garage as possible, but in no

		<p>case may they be parked or stored within five feet (5') of any lot line.</p> <p>b. All vehicles must be screened from view to any adjacent property with a direct view of where the vehicle will be parked. Screening shall be done in a manner that conforms to the aesthetic and natural condition of the premises. Said screening shall conform to all applicable city codes.</p> <p>B. No more than two (2) vehicles made up of vehicles covered in this section may be stored in the open on a zoning lot, except that a boat may also be permitted provided it can be transported within or on top of a camper or motor vehicle. In no instance may more than one recreational vehicle of a length between twenty-two feet (22') and thirty-two feet (32') be stored in the open on a zoning lot. In the event a vehicle covered by subsection 5-8-2A2 of this chapter is parked in the open on a zoning lot, no recreational vehicle of a length in excess of twenty-two feet (22') may be parked in the open on the same zoning lot.</p> <p>C. Recreational vehicles exceeding thirty two feet (32') in length may not be stored in any residential district.</p> <p>D. At no time shall any parked recreational vehicle be occupied or used for living, sleeping, or housekeeping purposes except for occasional overnight sleeping by residents of the zoning lot or their guests, provided that such overnight sleeping does not violate any other ordinance of the city of Prospect Heights.</p> <p>E. Recreational vehicles owned by guests may be stored or parked on a zoning lot up to a period of two (2) weeks and used only as sleeping quarters, provided that such vehicles do not violate this or any other ordinance of the city of Prospect Heights.</p>
Rosemont	No	N/A
Arlington Heights	Yes	<p>Section 28-3 - Definitions.</p> <p>A. <i>Vehicle</i>. Any device in, upon or by which any person or property is or may be transported or drawn upon a highway, excepting devices moved by human power or used exclusively upon stationary rails or tracks.</p> <p>B. <i>Commercial Vehicle</i>. Any type of vehicle used or maintained for commercial purposes, primarily to transport material or operate a power attachment or tool, such as a snowplow or any vehicle containing cargo for commercial purposes. For purposes of this Chapter, any vehicle with advertising or a business designation affixed to it shall be considered a commercial vehicle.</p> <p>C. <i>Recreational Vehicle (RV)</i>. An RV shall include, but not be limited to, camper trailer (pop-up), motor home, off-road vehicle, open trailer, pickup camper, snowmobile, travel trailer and water craft.</p>

D. *Trailer.* Any motorized or non-motorized vehicle intended to carry or store a recreational vehicle. An open trailer or a trailer not carrying or storing an RV shall be considered an RV for the purposes of this Code.

Section 28-10 - Off Street Parking and Loading.

Parking of Recreational Vehicles. Recreational Vehicles (RV) may be parked on a residential zoning lot subject to the following:

- A. Front Yard.
 - a. RVs shall not be parked between the front line of any portion of the building and the street, unless otherwise specifically provided for in this Chapter.
- B. Side Yard.
 - a. No more than two RVs may be parked in a side yard.
 - b. A single RV may not exceed 20 feet in length and two RVs, if parked-end to-end, may not exceed a total combined length of 20 feet.
 - c. A single RV may not exceed a height of four feet in height.
 - d. Any RV located in an interior side yard shall be parked a minimum of three feet from the side lot line.
 - e. Any RV located in an interior side yard shall be screened on all sides with a single row of evergreens a minimum of five feet high at time of planting or a semi-open wood fence five feet high.
- C. Rear Yard.
 - a. No more than two RVs shall be parked in a rear yard.
 - b. A single RV shall not exceed 32 feet in length and two RVs, if parked end-to-end, shall not exceed a total combined length of 32 feet.
 - c. A single RV shall not exceed a height of 12 feet in height.
 - d. Any RV located in a rear yard shall be parked a minimum of five feet from the rear lot line and a minimum of three feet from any interior lot line.
 - e. Any RV located in a rear yard shall be screened on all sides with a single row of evergreens a minimum of five feet high at time of planting or semi-open wood fence five feet high.
- D. Exterior Side Yards and Rear Yards Adjacent to a Street or Roadway.
 - a. No RVs shall be located in an exterior side yard or that portion of a rear yard that is between an adjacent street or roadway and a line extended from the building.
- E. Additional Requirements.
 - a. Not more than two RVs may be parked on any residential zoning lot.

		<ul style="list-style-type: none">b. At no time shall a parked RV be used for living, sleeping or other purposes. No RV shall be connected to gas, water or sanitary sewer service.c. Any RV may be parked in a fully enclosed garage unless such parking is specifically prohibited elsewhere in the Code.d. The owner of an RV shall not park the RV in a manner so as to create a dangerous or unsafe condition on the lot where parked or to adjacent property. Parking in such fashion that the RV may readily tip or roll shall be considered a dangerous or unsafe condition.e. The parking surface of an RV in any permitted area shall be a hard surface such as concrete, asphalt or crushed stone.f. RVs shall not have their wheels removed or be affixed to the ground so as to prevent ready removal of the vehicle.g. RVs shall not be used as accessory structures in any zoning district.h. No major automobile repairs, as defined in Section 28-3 of this Chapter shall be performed on any RV except within a garage or other structure.i. Temporary parking of RVs for the purpose of loading or unloading shall be permitted for no more than two days within any period of four consecutive days.
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Motorized



Class A



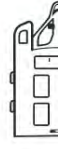
Class A (Toyhauler)



Class A - Diesel



Van Camper



Class C




Class C (Toyhauler)

Towable




Travel Trailer




Travel Trailer (Toyhauler)




Fifth Wheel



Fifth Wheel (Toyhauler)



Small Camper




Pop Up



Truck Camper



Ice House



Destination Trailer



FINANCE DEPARTMENT

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

MEMORANDUM

Date: November 6, 2024
To: Dorothy Wisniewski, City Manager
From: Agnes Podbial, Director of Finance AP
Subject: Resolution R-188-24, November 18, 2024, Warrant Register

Recommendation: I recommend that the City Council approve the November 18, 2024, Warrant Register Resolution R-188-24.

Warrant Register.....\$4,642,900.56

Estimated General Fund Balance
Balance as of 09/30/2024: \$29,371,496
Please use caution when evaluating this number as revenues fluctuate dramatically from month to month due to delays in receiving sales tax revenue from the State and 1st & 2nd installments of property tax revenue.

CITY OF DES PLAINES

RESOLUTION

R-188-24

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.

November 18, 2024

City of Des Plaines

Warrant Register 11/18/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund					
Department: 00 - Non Departmental					
1	4631	Nonresident Ambulance Fees	9157 Jenke, Michael Edward	DPIL-2347039:1 Medical Reimbursement for DOS 10/20/2023	315.00
Total 00 - Non Departmental					315.00

Elected Office						
Division: 110 - Legislative						
2	6000	Professional Services	8452 Anderson Legislative Consulting LTD	10-2024	Lobbyist Services - October 2024 - R-123-24	5,420.00
3	6110	Printing Services	1106 Chromatech Printing Inc	9659/26598	Printing 100 Note Cards, 10 Versions- Mayor, Clerk, Ald-10/18/24	1,588.00
Total 110 - Legislative					7,008.00	

Division: 120 - City Clerk						
4	6000	Professional Services	8197 American Legal Publishing Corporation	34039	Codify Ordinances Per Agreement S-14 - 05/21/2024	904.80
5	6100	Publication of Notices	1050 Journal & Topics Newspapers	193266	Legal Notice - Proposed Property Tax Levy 10/23/2024	335.80
6	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8008617134	Shredding Services for 09/06-09/27/2024	65.55
7	7000	Office Supplies	1644 Warehouse Direct Inc	5819271-01	Copy Paper, Calendars, Utensils, File Folders	261.30
8	7200	Other Supplies	1644 Warehouse Direct Inc	5819271-01	Copy Paper, Calendars, Utensils, File Folders	18.73
9	7500	Postage & Parcel	1041 Federal Express	8-638-05882	Shipping Charge to Cook County Clerk Recording 09/27/2024	12.07
Total 120 - City Clerk					1,598.25	

Total 10 - Elected Office					8,606.25
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City Administration						
Division: 210 - City Manager						
10	6005	Legal Fees	8133 Elrod Friedman LLP	19525	9-24 Non-Retainer Matters	829.50
11	6005	Legal Fees	8133 Elrod Friedman LLP	19533	9-24 Non-Retainer Matters	1,185.00
12	6005	Legal Fees	8133 Elrod Friedman LLP	19535	9-24 Non-Retainer Matters	1,001.00
13	6005	Legal Fees	8133 Elrod Friedman LLP	19538	9-24 Non-Retainer Matters	1,152.00
14	6005	Legal Fees	8133 Elrod Friedman LLP	19540	9-24 Non-Retainer Matters	192.00
15	6005	Legal Fees	8133 Elrod Friedman LLP	19542	9-24 Non-Retainer Matters	11,901.00
16	6005	Legal Fees	8133 Elrod Friedman LLP	19545	9-24 Non-Retainer Matters	474.00
17	6005	Legal Fees	8133 Elrod Friedman LLP	SEPT 2024 RET	September 2024 Retainer	19,500.00
18	7000	Office Supplies	1644 Warehouse Direct Inc	5815071-0	2 Boxes Copy Paper, 1 Pack Sign Here Flags, 1 Box Pens	125.23
19	7550	Miscellaneous Expenses	1532 Des Plaines Chamber of Commerce & Industry	26576	Chamber Event for City Manager on 10/24/24	10.00
Total 210 - City Manager					36,369.73	

Division: 230 - Information Technology						
20	7005	Printer Supplies	1820 Datasource Ink	25331	1 Toner Cartridge For Various City Printers	289.00
Total 230 - Information Technology					289.00	

Division: 240 - Media Services						
21	6110	Printing Services	8656 Stevens Group LLC, The	0227098	Printing of 500 Directory Postcards 10/28/2024	147.03

City of Des Plaines

Warrant Register 11/18/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
22	7000	Office Supplies	1644 Warehouse Direct Inc	5811105-0	1 Case Copy Paper, 3 Storage Box Clipboards, 12 Pk Notepads	276.55
Total 240 - Media Services					423.58	

Division: 250 - Human Resources						
23	5340	Pre-Employment Testing	1320 IL State Police	20240901755	Fingerprint Background Check Services Sept 2024	113.00
24	6000	Professional Services	8700 Carroll-Keller Group Ltd, The	13480	Customer Service and Excellence Workshop 10/24/2024	5,400.00
25	6000	Professional Services	2420 Koziol Reporting Service	2480-176	Court Reporter Services - Arbitration 08/29-10/07/2024	4,922.50
26	6100	Publication of Notices	7000 YourMembership.com Inc	R69499864	Job Ad: Part-Time Mechanic Helper 10/17-11/17/2024	299.00
27	6100	Publication of Notices	7000 YourMembership.com Inc	R69655096	Job Ad: Water Operator 10/30- 11/30/2024	299.00
28	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8008617134	Shredding Services for 09/06-09/27/2024	65.56
29	7000	Office Supplies	1644 Warehouse Direct Inc	5815586-0	1 Carton of Paper, 1 Box of Folders, 1 Pair of Scissors	79.86
Total 250 - Human Resources					11,178.92	

Total 20 - City Administration					48,261.23
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Department: 30 - Finance						
30	6000	Professional Services	5934 Tyler Technologies Inc	045-490715	Bank Changes Services - 4 Hours 10/18/2024	780.00
31	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8008617134	Shredding Services for 09/06-09/27/2024	65.56
Total 30 - Finance					845.56	

Community Development						
Division: 410 - Building & Code Enforcement						
32	6000	Professional Services	3337 HR Green Inc	180071	September 2024 Plan Review & Inspection Services	1,610.85
33	6000	Professional Services	6315 B&F Construction Code Services Inc	66369	Plan Review 10/08/24 Project # 1132475	265.00
34	6000	Professional Services	6315 B&F Construction Code Services Inc	66376	Plan Review 10/08/24 Project # 1132472	265.00
35	6000	Professional Services	6315 B&F Construction Code Services Inc	66389	Plan Review 10/09/24 Project # 1132504	265.00
36	6000	Professional Services	6315 B&F Construction Code Services Inc	66411	Plan Review 10/14/24 Project # 1132539	1,910.00
37	6000	Professional Services	6315 B&F Construction Code Services Inc	66471	Plan Review 10/16/24 Project # 1132630	265.00
38	6000	Professional Services	6315 B&F Construction Code Services Inc	66573	Plan Review 10/23/24 Project # 1132711	300.00
39	6000	Professional Services	6315 B&F Construction Code Services Inc	66578	Plan Review 10/23/24 Project # 1132707	265.00
40	6000	Professional Services	6315 B&F Construction Code Services Inc	66615	Plan Review 10/25/24 Project # 1132719	265.00
41	6000	Professional Services	6315 B&F Construction Code Services Inc	66630	Plan Review 10/25/24 Project # 1132776	265.00
42	6000	Professional Services	6315 B&F Construction Code Services Inc	66631	Plan Review 10/25/24 Project # 1132775	265.00
43	6000	Professional Services	6315 B&F Construction Code Services Inc	66632	Plan Review 10/25/24 Project # 1132774	265.00

City of Des Plaines

Warrant Register 11/18/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
44	6000	Professional Services	6315 B&F Construction Code Services Inc	66633	Plan Review 10/25/24 Project # 1132773	265.00
45	6110	Printing Services	1106 Chromatech Printing Inc	9663/26615	CED Resale Inspection 2-Part Forms 10/24/2024	182.00
46	8010	Furniture & Fixtures	4177 Uline Inc	184833589	3 File Cabinets, 1 Bookcase, 2 Desks, 5 Partitions, Etc.	4,154.51
Total 410 - Building & Code Enforcement					10,807.36	

Division: 420 - Planning & Zoning						
47	6005	Legal Fees	8133 Elrod Friedman LLP	19544*	9-24 Non-Retainer Matters	512.00
Total 420 - Planning & Zoning					512.00	

Total 40 - Community Development					11,319.36
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Public Works & Engineering						
Division: 100 - Administration						
48	6300	R&M Software	8974 Ritter GIS Incorporated	21953	TO#2 Cityworks Development - 08/01- 09/27/2024, R-195-23	7,465.00
Total 100 - Administration					7,465.00	

Division: 530 - Street Maintenance						
49	5335	Travel Expenses	2494 IL State Toll Highway Authority (IPASS)	G129000007209	Toll Fees - 07/01-09/30/2024	59.03
50	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	155331	3.0 Loads Broken Asphalt Dump - 10/18/2024	195.00
51	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	155535	9.55 Loads Broken Asphalt Dump - 10/21/2024	630.30
52	6115	Licensing/Titles	9155 Nunez, Ricky M	Reimb 10/07/2024	CDL Reimbursement - Street Operator - Exp 10/08/2028	30.00
53	6115	Licensing/Titles	5480 Ostrowski, Jason	Reimb 10/11/2024	CDL Reimbursement - Superintendent - Exp 11/11/2028	30.00
54	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	51493	Storm Damage Clean Up - 08/27/2024, R-153-23	51,730.00
55	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	51735	Emergency Storm Damage Clean Up - 09/07/2024, R-153-23	56,630.00
56	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	52741	Parkway Tree Removals - 09/10/2024	17,216.25
57	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	52743	Branch Pick-Up - 60018 - 09/16- 09/30/2024, R-153-23	15,388.00
58	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	53180	Stump Removal & Restorations - 08/21/2024, R-153-23	9,131.25
59	6195	Miscellaneous Contractual Services	8683 T and T Landscape Construction Inc	13249	2024 Parkway Maint with Planting Services 10/25/2024 R-237-23	9,128.44
60	6195	Miscellaneous Contractual Services	1367 Meade Inc	710423	EVP Repair - Oakton/Mt Prospect Rd - 10/04/2024	298.07
61	6195	Miscellaneous Contractual Services	1367 Meade Inc	710424	EVP Repair - Miner/Busse - 10/04/2024	240.57
62	6195	Miscellaneous Contractual Services	1367 Meade Inc	710425	EVP Repair - Lee/Oakton - 10/04/2024	284.41
63	6195	Miscellaneous Contractual Services	1367 Meade Inc	710426	EVP Repair - Elk/Des Plaines River Rd - 10/04/2024	355.57

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
64	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	1524144	Grease Gun - City Hall	55.93
65	7030	Supplies - Tools & Hardware	4177 Uline Inc	184433986	4 Waste Containers	198.95
66	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	42174	4 Pails	9.96
67	7050	Supplies - Streetscape	1057 Menard Incorporated	42453	Flagpole Light Replacement	82.01
68	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10555971	3.0 Cu Yds Topsoil - 10/17/2024	96.00
69	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10555982	3.0 Cu Yds Top Soil - 10/17/2024	96.00
70	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	155182	13.40 Tons Asphalt - 10/17/2024	884.40
71	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	155791	14.07 Tons Asphalt - 10/23/2024	928.62
72	7055	Supplies - Street R&M	1192 Sherwin Industries Inc	SS104753	Striping Paint	662.00
Total 530 - Street Maintenance					164,360.76	

Division: 535 - Facilities & Grounds Maintenance						
73	5335	Travel Expenses	2494 IL State Toll Highway Authority (IPASS)	G129000007209	Toll Fees - 07/01-09/30/2024	59.02
74	6145	Custodial Services	8073 Crystal Maintenance Services Corporation	32293	Custodial Services - 7 Buildings - November 2024, R-156-22	8,240.00
75	6195	Miscellaneous Contractual Services	9023 Granite Telecommunications LLC	05379195	Communications Call Boxes - Civic Deck - Sept 2024	217.57
76	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4208439831	Mat Service - Metra Train Station - 10/16/2024	40.70
77	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4209140889	Mat Service - Metra Train Station - 10/23/2024	40.70
78	6315	R&M Buildings & Structures	3326 A-1 Roofing Co	40191	Roof Repair - Library - 09/26/2024	918.00
79	6315	R&M Buildings & Structures	8262 Automatic Fire Systems Inc	7740	Backflow Inspection - Theater - 07/10/2024	640.50
80	6315	R&M Buildings & Structures	1237 Pro-Line Door Systems Inc	98408	Overhead Door Repair - Civic Deck - 10/15/2024	918.20
81	6315	R&M Buildings & Structures	8772 Helm Service	CHI199323	CO2 Calibration - Civic Deck - 10/06/2024	1,744.00
82	6315	R&M Buildings & Structures	1544 Fox Valley Fire & Safety Company Inc	IN00720406	Fire Alarm Inspection - Food Pantry - 10/03/2024	408.00
83	7025	Supplies - Custodial	1028 Case Lots Inc	27668	Hand Soap & Paper Towels - City Hall	114.87
84	7025	Supplies - Custodial	1029 Cintas Corporation	4208439890	Cleaners, Paper Towels, Soap, Mat, Scrubs, Etc. - PW	293.94
85	7025	Supplies - Custodial	1029 Cintas Corporation	4209140918	Cleaners, Paper Towels, Soap, Mat, Scrubs, Etc. - PW	194.90
86	7025	Supplies - Custodial	1057 Menard Incorporated	42648	Floor Cleaner	18.99
87	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	2603035	Drill Bit	99.00
88	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	1054247	Ballast - Fire Station #61	55.47
89	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	1070801	Shielded Coupling & PVC Plug - Fire Station #63	22.32

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
90	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1158107	Key Cut - City Hall Finance	7.56
91	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2522338	CO Detector & Screws - Theater	51.91
92	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4024856	Sealant Foam - Fire Station #63	22.26
93	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4072015	Pull Chain Light - Theater	26.47
94	7045	Supplies - Building R&M	1057 Menard Incorporated	42053	Light Bulbs - City Hall	127.95
95	7045	Supplies - Building R&M	1057 Menard Incorporated	42063	Tailpiece & J-Bend - Fire Station #63	35.97
96	7045	Supplies - Building R&M	1057 Menard Incorporated	42104	Wire/Cable Bushing - Police Station	2.79
97	7045	Supplies - Building R&M	1057 Menard Incorporated	42110	Ice Maker Kit, Female Coupler, Adapter - Police Station	20.28
98	7045	Supplies - Building R&M	1057 Menard Incorporated	42115	Deck Star Drives & Dogear Pickets - Fire Station #61	66.58
99	7045	Supplies - Building R&M	1057 Menard Incorporated	42320	Pro Press Materials & Supplies - City Hall	205.10
100	7045	Supplies - Building R&M	1057 Menard Incorporated	42335	Door Lever - City Hall	44.99
101	7045	Supplies - Building R&M	1057 Menard Incorporated	42428	Fence Repair Parts - Fire Station #61	24.96
102	7045	Supplies - Building R&M	1057 Menard Incorporated	42488	Returned Round Cap & Reducer - Fire Station #63	(39.98)
103	7045	Supplies - Building R&M	1057 Menard Incorporated	42494	Fence Repair Parts - Fire Station #61	42.25
104	7045	Supplies - Building R&M	1057 Menard Incorporated	42547	Fence Parts - Fire Station #61	58.59
105	7045	Supplies - Building R&M	1057 Menard Incorporated	42549	Toggle Bolts - City Hall IT	5.94
106	7045	Supplies - Building R&M	1057 Menard Incorporated	42655	Roof Patch & Nails - PW	11.36
107	7045	Supplies - Building R&M	1057 Menard Incorporated	42674	Plumbers Putty, Basket Strainer, Wrench - Theater	17.63
108	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	5024670	Roof Shingles - PW Salt Dome	36.47
109	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	5523478	Metal Blade, Folding Knife, Wood Chisel, Etc. - City Hall Finance	130.79
110	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	6688	Contact Glue - City Hall	12.59
111	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8603792	Zinc Nut & Washers - Fire Station #63	7.93
112	7045	Supplies - Building R&M	5214 State Industrial Products	903540843	Restroom Program-PD Monthly Drain Treatment	319.34
113	7045	Supplies - Building R&M	1043 WW Grainger Inc	9292436772	End Cap & Reducer - Fire Station #63	42.54
114	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/073092	Electrical Supplies & Material for Heat Units Tire Storage - PW	792.45
115	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/073111	Electrical Cover & Box - Theater	17.58
116	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/073207	4 LED Bulbs - Fire Station #62	31.96
117	7045	Supplies - Building R&M	7562 South Side Control Supply Company	S100975755.001	Relay Heaters - PW Garage	40.65

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
118	7145	Water/Sewer	1031 Des Plaines, City of	71110082-3 09/24	Utility Service - 1460 Miner - 08/31-09/30/2024	149.56
Total 535 - Facilities & Grounds Maintenance					16,340.65	

Division: 540 - Vehicle Maintenance						
119	6135	Rentals	1029 Cintas Corporation	4208461756	Mechanic's Uniform Rental - 10/16/2024	212.16
120	6135	Rentals	1029 Cintas Corporation	4209268025	Mechanic's Uniform Rental - 10/23/2024	212.16
121	6195	Miscellaneous Contractual Services	8481 Linde Gas & Equipment Inc	45873780	Cylinder Rental - 09/20-10/20/2024	1,178.55
122	6300	R&M Software	1536 Snap On Industrial	ARV/62759653	Service Tool Upgrade - PW Shop - 10/08/2024	882.63
123	6305	R&M Equipment	1071 Pomp's Tire Service Inc	280164754	Tire Repair - PW 5027 - 09/05/2024	431.73
124	6305	R&M Equipment	1071 Pomp's Tire Service Inc	280164755	Tire Repair - PW 5005 - 09/05/2024	351.03
125	6305	R&M Equipment	2168 Petroleum Technologies Equipment, Inc	36118	UST Annual Inspection - 10/09/2024	849.00
126	6305	R&M Equipment	6065 Don's Welding & Fabricating Inc	36302	Snowblower Modification - PW 5008 - 10/01/2024	2,390.00
127	6310	R&M Vehicles	1045 Havey Communications	13537	Controller Repair - Police Stock - 10/08/2024	209.00
128	6310	R&M Vehicles	3157 Nemeth Glass of Illinois Inc	186910	Window Pane Install - Police 6107 - 10/15/2024	75.00
129	6310	R&M Vehicles	2014 Runnion Equipment Co	INV62461	Truck Repair - PW 5093 - 10/02/2024	1,301.37
130	7035	Supplies - Equipment R&M	8298 Polyurethane Products Corporations	0210758-IN	Poly Cutting Edges - PW 5159	535.48
131	7035	Supplies - Equipment R&M	1699 Metal Supermarkets Villa Park	1039511	2 Steel Plates - PW 5088	45.41
132	7035	Supplies - Equipment R&M	1699 Metal Supermarkets Villa Park	1039594	Hot Rolled Steel Sheet - PW 5088	44.63
133	7035	Supplies - Equipment R&M	8244 Des Plaines Ace Hardware	6675	4 Cans Spray Paint - PW 5088	25.16
134	7035	Supplies - Equipment R&M	8244 Des Plaines Ace Hardware	6691	6 Cans Spray Paint - PW 5088	37.74
135	7035	Supplies - Equipment R&M	8244 Des Plaines Ace Hardware	6693	8 Cans Spray Paint - PW 5008	50.32
136	7035	Supplies - Equipment R&M	8244 Des Plaines Ace Hardware	6696	3 Cans Spray Paint - PW 5008	18.87
137	7035	Supplies - Equipment R&M	8244 Des Plaines Ace Hardware	6704	3 Cans Spray Paint - PW 5088	24.27
138	7035	Supplies - Equipment R&M	8244 Des Plaines Ace Hardware	6732	6 Cans Spray Paint	44.94
139	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	907026	9 Filters - PW 5029 & PW 5032	143.44
140	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	907850	Oil Filter, Fuel Filters, Air Filter - PW 5088	86.42
141	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	907855	4 Batteries - PW 5088	657.28
142	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	907929	Primer Paint - PW 5088	24.48
143	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	907935	8 Cans Spray Paint	104.16
144	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	907995	Etching Primer - PW 5088	81.60

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
145	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	908151	6 Cans Spray Paint - PW 5008	81.00
146	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	908203	12 Cans Spray Paint - PW 5088	156.24
147	7035	Supplies - Equipment R&M	1043 WW Grainger Inc	9277811502	5 Soda Blasters - PW 5088	493.50
148	7035	Supplies - Equipment R&M	1043 WW Grainger Inc	9284258457	5 Amp Fuses - Police 6101	114.50
149	7035	Supplies - Equipment R&M	9060 Imperial Supplies LLC	I001BJ7188	Couplings & Lock Nuts - PW 5155	97.79
150	7035	Supplies - Equipment R&M	9060 Imperial Supplies LLC	I001BM6872	Hardware - PW 5088	120.72
151	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W25253	Wiper Arm - PW 5033	170.64
152	7040	Supplies - Vehicle R&M	1045 Havey Communications	13570	5 Pre-Emption Strobes - Police Stock	655.00
153	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280166126	4 Police Tires - Police 6107	501.52
154	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280166316	Truck Tires - Fire 7504	752.84
155	7040	Supplies - Vehicle R&M	1501 Foster Coach Sales Inc	28230	Solenoid Valve - Fire 7709	93.70
156	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3039188659	Mirror Glass - PW 5045	81.80
157	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3039224821	Fuel Pump, Primer Kit, Regulator - PW 5045	626.65
158	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3039294218	Returned Core - PW 5045	(99.75)
159	7040	Supplies - Vehicle R&M	5573 Henderson Products Inc	405484	6 Tarps	808.94
160	7040	Supplies - Vehicle R&M	5573 Henderson Products Inc	407022	2 Tarp Arms - PW 5083	93.88
161	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	581745P	Window Pane - Police 6107	456.40
162	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	581767P	Solenoid - Police 6102	92.94
163	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	582006P	Speaker & Door Cables - PW 5102	202.70
164	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	582090P	Floor Mat Kits - PW 5160 & PW 5161	350.00
165	7040	Supplies - Vehicle R&M	5193 Fast MRO Supplies Inc	8411	Gloves, Coil Cleaner, Brake Cleaner, Foaming Cleaner - PW Stock	544.86
166	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	907189	Air Filter - Fire 7414	7.78
167	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	907718	Back Up Alarms - PW 5102	95.39
168	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	907721	6 Filters - PW Stock	116.79
169	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	908154	Air Filters & Oil - Fire 7301	57.15
170	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	908155	Air Filters & Oil - Fire 7302	25.00
171	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	908156	Fluid Filters, Air Filters, Oil - Fire 7303	42.15
172	7040	Supplies - Vehicle R&M	1088 Atlas Bobcat LLC	HZ6920	6 Skid Steer Tires - PW 5081, PW 9035	1,173.09
173	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101179677:01	Air Filter - Fire 7603	153.57
174	7120	Gasoline	1014 Al Warren Oil Company Inc	W1694240	5,000 Gals Unleaded Gasoline - 10/21/2024, R-189-23	9,594.83
175	7130	Diesel	1014 Al Warren Oil Company Inc	W1694241	2,000 Gals Bio Diesel Fuel - 10/21/2024, R-189-23	4,531.93
Total 540 - Vehicle Maintenance					32,210.38	
Total 50 - Public Works & Engineering					220,376.79	

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Police Department					
Division: 610 - Uniformed Patrol					
176	7300	Uniforms	1244 Ray O'Herron Company Inc	2373177 Level II Body Armor for New Officer 9/13/2024	639.97
Total 610 - Uniformed Patrol					639.97

Division: 620 - Criminal Investigation					
177	6195	Miscellaneous Contractual Services	1517 Trans Union LLC	10441606 Investigations Database 09/26/- 10/25/2024	244.99
Total 620 - Criminal Investigation					244.99

Division: 630 - Support Services					
178	5325	Training	3155 Kozlowski, Kathryn	Reimb 10/7-10/15 Reimb Mileage/Tolls SLEA Police Academy 10/7-10/15/24-Patrol Ofcr	143.15
179	5325	Training	3155 Kozlowski, Kathryn	Reimb 8/26-9/4 Reimb Mileage/Tolls SLEA Police Academy 8/26-9/4/24-Patrol Ofcr	143.15
180	5325	Training	3155 Kozlowski, Kathryn	Reimb 9/16-9/24 Reimb Mileage/Tolls SLEA Police Academy 9/16-9/24/24-Patrol Ofcr	143.15
181	5325	Training	3155 Kozlowski, Kathryn	Reimb 9/5-9/13 Reimb Mileage/Tolls SLEA Police Academy 9/5-9/13/24-Patrol Ofcr	143.15
182	6015	Communication Services	1265 NIPAS Northern Illinois Police Alarm Sys	15475 Language Line Aug-Sept 2024	86.30
183	6190	Tow/Storage/Abandoned Fees	1567 Schimka Auto Wreckers, Inc	10/1/2024 September 2024 Towing Services (9)	390.00
184	6190	Tow/Storage/Abandoned Fees	1567 Schimka Auto Wreckers, Inc	9/1/2024 August 2024 Towing Services (16)	691.00
185	6195	Miscellaneous Contractual Services	1818 Northwest VoltWagon	113341 Battery Booster Rental 3rd Quarter 2024	93.00
186	6195	Miscellaneous Contractual Services	1818 Northwest VoltWagon	113749 Battery Booster Rental 4th Quarter 2024	93.00
187	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8008617134 Shredding Services for 09/06-09/27/2024	327.76
188	7000	Office Supplies	1644 Warehouse Direct Inc	5813162-0 8 Cartons of Paper	356.00
Total 630 - Support Services					2,609.66

Total 60 - Police Department					3,494.62
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Fire Department					
Division: 710 - Emergency Services					
189	5325	Training	1743 IL Fire Chiefs Association	7383 Incident Safety Officer Class - 11/11-11/15/2024 - Paramedic	525.00
190	5325	Training	3792 Illinois, University of	UFIWB307 Instructor II - 09/02 - 09/28/2024 - Paramedic	575.00
191	6015	Communication Services	9023 Granite Telecommunications LLC	663533145 Communication Call Boxes Stations 61, 62, 63 -September 2024	222.96
192	6110	Printing Services	1233 Press Tech Inc	53479 5 Boxes Business Cards - 10/22/2024	150.00
193	6110	Printing Services	1233 Press Tech Inc	53483 3 Boxes Business Cards - 10/22/2024	90.00
194	6195	Miscellaneous Contractual Services	8520 Select Med Network Inc	0445 22 Flu Vaccines 10/10/24, 10/11/24, 10/18/24 - Station Wide	987.00
195	6305	R&M Equipment	2266 Underwriters Laboratories LLC	72020596748 Annual Aerial & Ground Ladder Inspection 10/07-10/09/2024	4,688.38
196	6305	R&M Equipment	2054 Breathing Air Systems	INV-IL74-968 Repair & Part Installation for Regulator - Station 61 -10/15/2024	453.50
197	6315	R&M Buildings & Structures	1660 Safety-Kleen Systems Inc	95655535 Parts Washer Solvent Station 61 - 10/23/2024	173.80
198	6315	R&M Buildings & Structures	2054 Breathing Air Systems	INV-IL65-511 Semi Annual Preventive Maintenance- Station 63 - 10/10/2024	619.76

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
199	6315	R&M Buildings & Structures	2054 Breathing Air Systems	INV-IL65-512	Semi Annual Preventive Maintenance- Station 61 - 10/10/2024	607.66
200	7200	Other Supplies	1046 Hinckley Spring Water Co	22728338 102424	24 Cases of Water for Fire Vehicles	80.00
201	7200	Other Supplies	1571 Welding Industrial Supply	3279641	6 Cylinders	168.69
202	7200	Other Supplies	1374 Municipal Emergency Svcs	IN2134970	4 LEL Sensors, 2 Bottles Hydrogen, 2 Bottles O2, 4 Sulfide	2,409.56
203	7300	Uniforms	3212 On Time Embroidery Inc	124243	1 Round Top Cap - Fire Chief	170.00
204	7300	Uniforms	3212 On Time Embroidery Inc	130429	6 Shirts, 1 Belt, 3 Pants, 1 Shorts, Etc. - Paramedic	808.00
205	7320	Equipment < \$5,000	1148 WS Darley & Co	17538551	5 Pairs of Gloves	347.00
206	7320	Equipment < \$5,000	1148 WS Darley & Co	17539488	1 Pair of Boots	221.95
207	7320	Equipment < \$5,000	6854 Dinges Fire Company	60392	15 Blocking Hoods	1,886.43
208	7320	Equipment < \$5,000	6854 Dinges Fire Company	60523	5 Blocking Hoods	612.87
209	8010	Furniture & Fixtures	4177 Uline Inc	184208361	10 Conf Chairs, 14 Desk Chairs & 2 Desks - Station 61	5,629.88
210	8010	Furniture & Fixtures	4177 Uline Inc	184680956	7 Desk Chairs - Station 63	1,679.92
Total 710 - Emergency Services					23,107.36	

Total 70 - Fire Department	23,107.36
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Department: 75 - Fire & Police Commission						
211	7000	Office Supplies	1644 Warehouse Direct Inc	5815586-0	1 Carton of Paper, 1 Box of Folders, 1 Pair of Scissors	88.64
Total 75 - Fire & Police Commission					88.64	

Department: 90 - Overhead						
212	6030	AMB Fee Processing Services	9063 EMS Management & Consultants Inc	EMS-007745	Ambulance Collections for August 2024	11,477.48
213	6030	AMB Fee Processing Services	9063 EMS Management & Consultants Inc	EMS-008125	Ambulance Collections for Sept 2024	8,429.30
Total 90 - Overhead					19,906.78	

Total 100 - General Fund	336,321.59
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Fund: 206 - TIF #6 Mannheim/Higgins Fund						
214	6005	Legal Fees	8133 Elrod Friedman LLP	19530	9-24 Non-Retainer Matters	2,567.09
215	6100	Publication of Notices	1050 Journal & Topics Newspapers	193177	TIF 6 Public Hearing Notice 10/02/24	188.10
216	6100	Publication of Notices	1050 Journal & Topics Newspapers	193229	TIF 6 Public Hearing Notice 10/09/24	159.89
Total 206 - TIF #6 Mannheim/Higgins Fund					2,915.08	

Fund: 208 - TIF #8 Oakton						
217	6005	Legal Fees	8133 Elrod Friedman LLP	19534	9-24 Non-Retainer Matters	276.50
Total 208 - TIF #8 Oakton					276.50	

Fund: 230 - Motor Fuel Tax Fund						
218	6155	Sidewalk Improvements	1364 Martam Construction	2024-Concrete-P7	R-104-24 2024 CIP Concrete Improvements 10/12-10/25/2024	138,724.20
219	6330	R&M Traffic Signals	2032 Mount Prospect, Village of	2024-00550005	Traffic Signal Maintenance 07/01-09/30/2024	1,556.25
220	6330	R&M Traffic Signals	2032 Mount Prospect, Village of	2024-0550004	Traffic Signal Maintenance 04/01-06/30/2024	580.43

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
221	8100	Improvements	1364 Martam Construction	2024-Concrete-P7	R-104-24 2024 CIP Concrete Improvements 10/12-10/25/2024	159,959.70
Total 230 - Motor Fuel Tax Fund					300,820.58	

Fund: 240 - CDBG Fund						
222	6025	Administrative Services	1050 Journal & Topics Newspapers	193256	CDBG Public Hearing Notice 10/23/24	164.29
223	6025	Administrative Services	8133 Elrod Friedman LLP	19543	9-24 Non-Retainer Matters	489.00
224	6570	Subsidy - Residential Rehab	9151 Green Attic Insulation	MRP-08	Minor Repair Program 9/23/24-10/15/24 Grant# B-23-MC-17-0009-EN	6,200.00
Total 240 - CDBG Fund					6,853.29	

Fund: 250 - Grant Projects Fund						
Program: 2520 - Capital Grants						
225	6000	Professional Services	1123 Christopher B Burke Engineering LTD	196134	R-45-24 - Devon Ave Sidepath Ph I Eng 09/01-09/28/2024	6,165.94
226	6005	Legal Fees	8133 Elrod Friedman LLP	19521	9-24 Non-Retainer IEMA & FEMA Review Phase 5	140.00
227	8100	Improvements	1364 Martam Construction	2024-Concrete-P7	R-104-24 2024 CIP Concrete Improvements 10/12-10/25/2024	135,103.00
Total 2520 - Capital Grants					141,408.94	

Total 250 - Grant Projects Fund					141,408.94
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Fund: 260 - Asset Seizure Fund						
Program: 2620 - DEA						
228	5325	Training	8494 Garcia, Jessica	Reimb 9/24-9/27	Meals-IL Crisis Neg Conf 9/24-9/27/24 - Patrol Officer	259.00
229	6300	R&M Software	7920 SF Mobile-Vision Inc	57903	Maint Agreement for In-Car/ Body Cam Soft 9/22/2024-2/28/2025	7,342.50
230	7015	Supplies - Police Range	1244 Ray O'Herron Company Inc	2373293	3,000 Rds of 5.56 FX Simmunition Ammo	2,706.00
Total 2620 - DEA					10,307.50	

Total 260 - Asset Seizure Fund					10,307.50
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Fund: 400 - Capital Projects Fund						
231	6000	Professional Services	1079 AECOM Technical Services Inc	2000945578	R-31-24 Task Order No. 7 - 2024 Resident Eng Svcs 8/31-9/27/2024	8,080.05
232	6000	Professional Services	8492 TranSystems Corporation	4645982-25	R-171-21 Ph 1 Eng Srv-Algonquin Rd Grade Sep 09/14/24 -10/18/24	11,607.99
233	6000	Professional Services	3807 Chastain & Associates LLC	8845.00-4	R-65-24 TO #1 - 2024 CIP Construction Eng Svcs 9/01-9/28/2024	27,698.00
234	6300	R&M Software	9146 DLT Solutions LLC	SI674070	Autodesk Software Subscription & Support 10/18/2024-10/17/2025	8,973.30
235	8100	Improvements	7766 DiMeo Brothers Inc	2024-A-P6	R-106-24 2024 CIP Contract A 09/27-10/23/24	459,145.09
236	8100	Improvements	3099 Schroeder Asphalt Services Inc	2024-CIP-MFT-P5	R-105-24 CIP MFT 24-00229-00-RS - Street Imp. 9/21-10/25/24	385,405.36
Total 400 - Capital Projects Fund					900,909.79	

Fund: 420 - IT Replacement Fund						
237	8005	Computer Hardware	1026 CDW LLC	AB2R72E	Four IP-PRO WV-U35301 Cameras	1,278.04
Total 420 - IT Replacement Fund					1,278.04	

Fund: 430 - Facilities Replacement Fund						
238	6000	Professional Services	2436 Haeger Engineering LLC	93769	Drawing Revisions - Police Station - 09/17/2024	680.00

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
239	6315	R&M Buildings & Structures	5401 RJ O'Neil Inc	85006-3	Boiler & Infrared Heat Install - PW - 09/01-10/06/2024, R-4-24	45,760.20
240	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4024857	Foil Duct, Reducers - Leela Building	71.84
241	8100	Improvements	7713 Camosy Incorporated	PDAddition P#18	CH/PD Link & PD Add & Reno P#18 - 09/01-10/31/2024, R-55-23	215,243.00
Total 430 - Facilities Replacement Fund					261,755.04	

Fund: 500 - Water/Sewer Fund						
Non Departmental						
Division: 000 - Non Divisional						
242	4601	New Construction - Sale of Water	9064 Triumph Construction Services Corporation	Refund 10/18/24	Hydrant Meter Refund 10/18/2024	(314.93)
243	4601	New Construction - Sale of Water	9064 Triumph Construction Services Corporation	Refund 10/18/24B	Hydrant Meter Refund 10/18/2024	(212.22)
Total 000 - Non Divisional					(527.15)	

Division: 550 - Water Systems						
244	5320	Conferences	9159 Hartmann, Jakob	Reimb10/13-10/17	Reimb Meals/Taxi-Xylem Reach Conf 10/13-10/17/2024-Mgmt Analyst	363.27
245	6115	Licensing/Titles	8944 Johnson, Anthony	Reimb 08/07/2024	CDL Reimbursement - Water Operator - Exp 10/08/2028	30.00
246	6180	Water Sample Testing	1642 Suburban Laboratories, Inc	GA4000271	Water Sample Testing - 09/03-09/24/2024	1,290.00
247	6195	Miscellaneous Contractual Services	9105 Go Painters Inc	2024-10-18	Hydrant Painting - 10/09-10/18/2024	23,780.00
248	6305	R&M Equipment	6065 Don's Welding & Fabricating Inc	36301	Trailer Modification - PW 9T09 - 10/01/2024	935.54
249	6305	R&M Equipment	8443 Buckeye Power Sales Co Inc	PSV391932	Generator Service - 10/16/2024	2,430.00
250	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	42206	Grab Hooks, Binders, Ratchet Strap, Chain, Pliers, Etc.	327.05
251	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	42435	2 Long Arm Acid Brushes	21.98
252	7030	Supplies - Tools & Hardware	4093 White Cap LP	50028882152	Concrete Tools	214.96
253	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	6649	Sawzall Blades	22.49
254	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	6719	Plumber Cloth	16.52
255	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	907231	Fuel Filter & Oil Filter - PW 9001	10.72
256	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	907348	Returned Cores - PW 9047	(108.00)
257	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	907173	Head Light - PW 9032	9.54
258	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	907844	Filters & Battery - PW 9050	169.80
259	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	907885	Returned Core - PW 9050	(18.00)
260	7040	Supplies - Vehicle R&M	1088 Atlas Bobcat LLC	HZ6920	6 Skid Steer Tires - PW 5081, PW 9035	1,173.09
261	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10554990	3.0 Cu Yds Top Soil - 10/11/2024	96.00
262	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10555067	2.0 Cu Yds Top Soil - 10/11/2024	64.00
263	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10556904	3.0 Cu Yds Top Soil & 2 Bags Grass Seed - 10/23/2024	242.00

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
264	7070	Supplies - Water System Maintenance	5555 Halliday Products Inc	00109036	Hatch - Central Pump Station	4,811.42
265	7070	Supplies - Water System Maintenance	1255 Neenah Foundry Company	167395	24 Manhole Lids	3,600.00
266	7070	Supplies - Water System Maintenance	1703 Prosafty Inc	2/907120	Locating Paint	306.00
267	7070	Supplies - Water System Maintenance	1047 Home Depot Credit Svcs	2077010	Thumb Latch	14.93
268	7070	Supplies - Water System Maintenance	5772 Berger Excavating Contractors Inc	24002.1010	Spoils Disposal - 10/15/2024, R-191-23	693.36
269	7070	Supplies - Water System Maintenance	1047 Home Depot Credit Svcs	2622288	Downspout Clip & Thumb Latch	50.19
270	7070	Supplies - Water System Maintenance	3530 Mid-American Water	275787W	Water Main Fittings - Oakton/Lee	1,555.00
271	7070	Supplies - Water System Maintenance	1437 Des Plaines Material & Supply LLC	606557	Manhole Fram & Water Lid	990.46
272	7070	Supplies - Water System Maintenance	1437 Des Plaines Material & Supply LLC	607835	Repair Couplings & Nipples	87.42
273	7070	Supplies - Water System Maintenance	8244 Des Plaines Ace Hardware	6689	Drill Bit Set	57.58
274	7070	Supplies - Water System Maintenance	1072 Prairie Material	891743382	1.75 Cu Yds Concrete - Repairs - 10/16/2024	325.94
275	7070	Supplies - Water System Maintenance	1072 Prairie Material	891745290	1.5 Cu Yds Concrete - Repairs - 10/17/2024	279.38
276	7070	Supplies - Water System Maintenance	1072 Prairie Material	891747925	9.0 Cu Yds Concrete - Oakton/Lee - 10/19/2024	1,748.25
277	7070	Supplies - Water System Maintenance	1072 Prairie Material	891748939	1.5 Cu Yds Concrete - 160 Northwest Hwy - 10/18/2024	276.38
278	7070	Supplies - Water System Maintenance	1072 Prairie Material	891751540	1.5 Cu Yds Concrete - 430 Oak - 10/21/2024	276.38
279	7070	Supplies - Water System Maintenance	1072 Prairie Material	891753652	2.0 Cu Yds Concrete - Repairs - 10/22/2024	368.50
280	7070	Supplies - Water System Maintenance	1072 Prairie Material	891755421	3.0 Cu Yds Concrete - Oakton/Lee - 10/23/2024	672.75
281	7070	Supplies - Water System Maintenance	1072 Prairie Material	891757808	11.0 Cu Yds Concrete - 1313 Oakton - 10/24/2024	2,028.75
282	7070	Supplies - Water System Maintenance	6992 Core & Main LP	V838811	6" Valves & Megalugs	2,470.00
283	7070	Supplies - Water System Maintenance	6992 Core & Main LP	V840855	6" Valve	1,390.00
284	7070	Supplies - Water System Maintenance	6992 Core & Main LP	V844087	Gasket, Bolts, & Nuts	69.08
285	7120	Gasoline	1014 Al Warren Oil Company Inc	W1694240	5,000 Gals Unleaded Gasoline - 10/21/2024, R-189-23	1,676.37
286	7130	Diesel	1014 Al Warren Oil Company Inc	W1694241	2,000 Gals Bio Diesel Fuel - 10/21/2024, R-189-23	280.65
287	7320	Equipment < \$5,000	2513 Lee Jensen Sales Co	0030143-00	Hooks & Anchor Shackles	461.00
Total 550 - Water Systems					55,560.75	

Division: 560 - Sewer Systems

288	6510	Subsidy - Flood Assistance	9153 Sathe, Mayur Jayantkumar	FRP24-011	Flood Rebate FRP24-011 10/02/24	408.17
289	6510	Subsidy - Flood Assistance	9154 Beaumont, Brenda	FRP24-012	Flood Rebate FRP24-012 10/02/24	660.00
290	7020	Supplies - Safety	1057 Menard Incorporated	42451	3 Rolls Caution Tape	29.97
291	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	102707368	Brass Fittings, Electrical Connectors, Clip, Nuts, Etc. - Sewer	734.30

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
292	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	906986	Coil & Spark Plugs - PW 8030	111.25
293	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	907178	Spark Plug - PW 8030	7.10
294	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	907179	Spark Plug - PW 8030	8.52
295	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	907752	Returned Spark Plugs & Filter - PW 8030	(42.24)
296	7040	Supplies - Vehicle R&M	9150 Standard Equipment	P00037	Tank Sensor - PW 8045	804.94
297	7075	Supplies - Sewer System Maintenance	1703 ProSafety Inc	2/907120	Locating Paint	306.00
298	7075	Supplies - Sewer System Maintenance	1057 Menard Incorporated	42326	Concrete Forming Lumber	5.96
299	7075	Supplies - Sewer System Maintenance	1057 Menard Incorporated	42380	Concrete Forming Lumber	35.09
300	7075	Supplies - Sewer System Maintenance	1057 Menard Incorporated	42396	Welded Wire	119.99
301	7075	Supplies - Sewer System Maintenance	1057 Menard Incorporated	42431	Bracket, Placer, Adapter, Handle, Broom, Etc.	403.84
302	7075	Supplies - Sewer System Maintenance	1057 Menard Incorporated	42676	Trap Bait - PW	18.68
303	7075	Supplies - Sewer System Maintenance	1047 Home Depot Credit Svcs	5032978	3 Raccoon Cage Traps, Utility Hook, Rake Handle	248.24
304	7075	Supplies - Sewer System Maintenance	1437 Des Plaines Material & Supply LLC	605536	Sewer Repair Parts	634.99
305	7075	Supplies - Sewer System Maintenance	1437 Des Plaines Material & Supply LLC	606554	Concrete Vault & Manhole Base	1,576.44
306	7075	Supplies - Sewer System Maintenance	1072 Prairie Material	891751536	2.25 Cu Yds Concrete - 275 Dulles - 10/21/2024	419.06
307	7075	Supplies - Sewer System Maintenance	1072 Prairie Material	891755413	8.0 Cu Yds Concrete - 275 Dulles - 10/23/2024	1,498.00
308	7075	Supplies - Sewer System Maintenance	1072 Prairie Material	891755417	1.5 Cu Yds Concrete - Norman/Long - 10/23/2024	276.38
309	7120	Gasoline	1014 Al Warren Oil Company Inc	W1694240	5,000 Gals Unleaded Gasoline - 10/21/2024, R-189-23	858.80
310	7130	Diesel	1014 Al Warren Oil Company Inc	W1694241	2,000 Gals Bio Diesel Fuel - 10/21/2024, R-189-23	1,046.42
Total 560 - Sewer Systems					10,169.90	

Division: 580 - CIP - Water/Sewer						
311	8100	Improvements	7766 DiMeo Brothers Inc	2024-A-P6	R-106-24 2024 CIP Contract A 09/27-10/23/24	331,096.14
Total 580 - CIP - Water/Sewer					331,096.14	

Division: 590 - Water Facilities						
312	6195	Miscellaneous Contractual Services	6992 Core & Main LP	V316795	Water Meter Purchase - 10/16/2024, R-128-24	25,290.00
313	6335	R&M Water Distribution System	3099 Schroeder Asphalt Services Inc	2024-CIP-MFT-P5	R-105-24 CIP MFT 24-00229-00-RS - Street Imp. 9/21-10/25/24	19,274.13
314	7070	Supplies - Water System Maintenance	6992 Core & Main LP	V826922	Water Meter Purchase/Installs - 10/02-10/05/2024, R-128-24	17,860.00
315	7070	Supplies - Water System Maintenance	6992 Core & Main LP	V832307	Water Meter Cables & Bodies - 10/17/2024, R-128-24	1,322.57
316	7070	Supplies - Water System Maintenance	6992 Core & Main LP	V832307	Water Meter Cables & Bodies - 10/17/2024, R-128-24	13,552.43
Total 590 - Water Facilities					77,299.13	

Total 00 - Non Departmental					473,598.77
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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Department: 30 - Finance						
317	6025	Administrative Services	7615 Sebis Direct Inc	105814	Utility Bill Rendering Services-Drop Date 10/15/2024	1,773.75
Total 30 - Finance					1,773.75	

Total 500 - Water/Sewer Fund					475,372.52
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Fund: 510 - City Owned Parking Fund						
318	6320	R&M Parking Lots	8262 Automatic Fire Systems Inc	7739	Backflow Inspection - Library Deck 07/10/2024	333.50
319	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	42103	Tapcons, Straps, Gate Panels - Metro Square Deck	188.15
320	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	42117	Tapcon, JMini Frame, Pails, Etc. - Metro Square Deck	95.03
321	7060	Supplies - Parking Lots	1057 Menard Incorporated	42500	Disinfectant Cleaner - Library Parking Decks	11.79
Total 510 - City Owned Parking Fund					628.47	

Fund: 700 - Escrow Fund						
322	2231	Escrow - Harvest Hoot	1050 Journal & Topics Newspapers	193223	Harvest Hoot 2 Full Page Color Ads 10/09/2024	1,950.00
323	2231	Escrow - Harvest Hoot	1498 Indestructo Rental Company Inc	27655	Tent Rental Balance for Harvest Hoot 10/19/24	1,160.00
324	2231	Escrow - Harvest Hoot	3292 Service Sanitation Inc	8806112	Restroom Rental for Harvest Hoot 10/19/24	585.00
325	2231	Escrow - Harvest Hoot	8955 WasteNot Incorporated	FF081938-0004	Compost Rental for Harvest Hoot 10/19/24	150.00
326	2430	Escrow - Police Items	1320 IL State Police	20240901755	Fingerprint Background Check Services Sept 2024	141.25
327	2464	Hydrant Deposits	9064 Triumph Construction Services Corporation	Refund 10/18/24	Hydrant Meter Refund 10/18/2024	1,100.00
328	2464	Hydrant Deposits	9064 Triumph Construction Services Corporation	Refund 10/18/24B	Hydrant Meter Refund 10/18/2024	1,100.00
329	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	193176	Legal Notice for PZB 10/02/24	131.67
330	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	193257	Legal Notice PZB Mtg 10/23/2024	122.27
331	2493	Escrow - CED Development	8133 Elrod Friedman LLP	19526	9-24 Reimb Redevelopment	196.00
332	2493	Escrow - CED Development	8133 Elrod Friedman LLP	19527	9-24 Reimb Redevelopment	2,163.00
333	2493	Escrow - CED Development	8133 Elrod Friedman LLP	19528	9-24 Reimb Redevelopment	129.00
334	2493	Escrow - CED Development	8133 Elrod Friedman LLP	19544A	9-24 Reimb Redevelopment	96.00
Total 700 - Escrow Fund					9,024.19	

Grand Total					2,447,871.53
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City of Des Plaines

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Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fund: 100 - General Fund						
Elected Office						
Division: 110 - Legislative						
335	6015	Communication Services	1552 Verizon Wireless	9976218659	Communications Service 09/14-10/13/2024	386.15
Total 110 - Legislative					386.15	
Division: 120 - City Clerk						
336	6015	Communication Services	1552 Verizon Wireless	9976218659	Communications Service 09/14-10/13/2024	42.35
Total 120 - City Clerk					42.35	
Total 10 - Elected Office					428.50	
City Administration						
Division: 210 - City Manager						
337	6015	Communication Services	1552 Verizon Wireless	9976218659	Communications Service 09/14-10/13/2024	118.18
Total 210 - City Manager					118.18	
Division: 230 - Information Technology						
338	6015	Communication Services	1552 Verizon Wireless	9976218659	Communications Service 09/14-10/13/2024	392.38
339	7320	Equipment < \$5,000	1552 Verizon Wireless	9976218659	Communications Service 09/14-10/13/2024	749.99
Total 230 - Information Technology					1,142.37	
Division: 240 - Media Services						
340	6015	Communication Services	1552 Verizon Wireless	9976218659	Communications Service 09/14-10/13/2024	320.29
341	7320	Equipment < \$5,000	1552 Verizon Wireless	9976218659	Communications Service 09/14-10/13/2024	117.46
Total 240 - Media Services					437.75	
Division: 250 - Human Resources						
342	6015	Communication Services	1552 Verizon Wireless	9976218659	Communications Service 09/14-10/13/2024	89.70
Total 250 - Human Resources					89.70	
Total 20 - City Administration					1,788.00	
Department: 30 - Finance						
343	6015	Communication Services	1552 Verizon Wireless	9976218659	Communications Service 09/14-10/13/2024	47.35
Total 30 - Finance					47.35	

City of Des Plaines

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Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Community Development						
Division: 410 - Building & Code Enforcement						
344	6015	Communication Services	1552 Verizon Wireless	9976218659	Communications Service 09/14-10/13/2024	747.59
Total 410 - Building & Code Enforcement					747.59	
Division: 420 - Planning & Zoning						
345	6015	Communication Services	1552 Verizon Wireless	9976218659	Communications Service 09/14-10/13/2024	120.71
Total 420 - Planning & Zoning					120.71	
Division: 430 - Economic Development						
346	6015	Communication Services	1552 Verizon Wireless	9976218659	Communications Service 09/14-10/13/2024	47.35
Total 430 - Economic Development					47.35	
Total 40 - Community Development					915.65	
Public Works & Engineering						
Division: 100 - Administration						
347	6015	Communication Services	1552 Verizon Wireless	9976218659	Communications Service 09/14-10/13/2024	80.11
Total 100 - Administration					80.11	
Division: 510 - Engineering						
348	6015	Communication Services	1552 Verizon Wireless	9976218659	Communications Service 09/14-10/13/2024	168.06
Total 510 - Engineering					168.06	
Division: 530 - Street Maintenance						
349	6015	Communication Services	1552 Verizon Wireless	9976218659	Communications Service 09/14-10/13/2024	433.32
350	7110	Natural Gas	1064 Nicor	10/11/24 x175190	Natural Gas Service 09/12-10/10/2024	21.97
351	7110	Natural Gas	1064 Nicor	10/11/24 x451619	Natural Gas Service 09/12-10/10/2024	63.61
352	7110	Natural Gas	1064 Nicor	10/11/24 x465297	Natural Gas Service 09/12-10/10/2024	181.66
353	7110	Natural Gas	1064 Nicor	10/11/24 x532457	Natural Gas Service 09/12-10/10/2024	46.85
354	7110	Natural Gas	1064 Nicor	10/11/24 x597838	Natural Gas Service 09/12-10/10/2024	46.85
355	7110	Natural Gas	1064 Nicor	10/11/24 x621249	Natural Gas Service 09/12-10/10/2024	192.24
356	7110	Natural Gas	1064 Nicor	10/11/24 x692396	Natural Gas Service 09/12-10/10/2024	46.85
Total 530 - Street Maintenance					1,033.35	

City of Des Plaines

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Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Division: 535 - Facilities & Grounds Maintenance						
357	6015	Communication Services	1552 Verizon Wireless	9976218659	Communications Service 09/14-10/13/2024	179.99
Total 535 - Facilities & Grounds Maintenance					179.99	

Division: 540 - Vehicle Maintenance						
358	6015	Communication Services	1552 Verizon Wireless	9976218659	Communications Service 09/14-10/13/2024	134.05
Total 540 - Vehicle Maintenance					134.05	

Total 50 - Public Works & Engineering					1,595.56
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Police Department						
Division: 100 - Administration						
359	6015	Communication Services	1552 Verizon Wireless	9976218659	Communications Service 09/14-10/13/2024	179.40
Total 100 - Administration					179.40	

Division: 610 - Uniformed Patrol						
360	6015	Communication Services	1552 Verizon Wireless	9976218659	Communications Service 09/14-10/13/2024	2,086.33
361	6015	Communication Services	1032 Comcast	10/18/24 x6724	Internet/Cable Service Nov 2024	105.00
Total 610 - Uniformed Patrol					2,191.33	

Division: 620 - Criminal Investigation						
362	6015	Communication Services	1552 Verizon Wireless	9976218659	Communications Service 09/14-10/13/2024	1,077.38
Total 620 - Criminal Investigation					1,077.38	

Division: 630 - Support Services						
363	6015	Communication Services	1552 Verizon Wireless	9976218659	Communications Service 09/14-10/13/2024	580.55
Total 630 - Support Services					580.55	

Total 60 - Police Department					4,028.66
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Fire Department						
Division: 100 - Administration						
364	6015	Communication Services	1552 Verizon Wireless	9976218659	Communications Service 09/14-10/13/2024	420.22
Total 100 - Administration					420.22	

Division: 710 - Emergency Services						
365	6015	Communication Services	1552 Verizon Wireless	9976218659	Communications Service 09/14-10/13/2024	1,147.72
366	6015	Communication Services	1552 Verizon Wireless	9976218659	Communications Service 09/14-10/13/2024	936.26
Total 710 - Emergency Services					2,083.98	

City of Des Plaines

Warrant Register 11/18/2024

Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Division: 720 - Fire Prevention						
367	6015	Communication Services	1552 Verizon Wireless	9976218659	Communications Service 09/14-10/13/2024	247.00
Total 720 - Fire Prevention					247.00	

Division: 730 - Emergency Management Agency						
368	6015	Communication Services	1032 Comcast	10/22/2024 x6716	Internet/Cable Service Nov 2024	63.00
369	6015	Communication Services	1552 Verizon Wireless	9976218659	Communications Service 09/14-10/13/2024	95.63
Total 730 - Emergency Management Agency					158.63	

Total 70 - Fire Department					2,909.83
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Department: 90 - Overhead						
370	6015	Communication Services	1552 Verizon Wireless	9976218659	Communications Service 09/14-10/13/2024	0.01
371	6015	Communication Services	1032 Comcast	10/20/2024 x6732	Internet/Cable Service Nov 2024	63.00
372	6015	Communication Services	1032 Comcast	220731508-8482	Internet/Cable Service 10/15-11/14/2024	1,575.00
373	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100171 66	Communications Service 10/21-11/20/2024	661.37
374	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100171 66	Communications Service 10/21-11/20/2024	417.16
375	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100171 66	Communications Service 10/21-11/20/2024	98.00
376	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100171 66	Communications Service 10/21-11/20/2024	370.00
377	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100171 66	Communications Service 10/21-11/20/2024	370.00
378	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100171 66	Communications Service 10/21-11/20/2024	591.00
379	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100171 66	Communications Service 10/21-11/20/2024	796.25
380	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100171 66	Communications Service 10/21-11/20/2024	500.00
381	6015	Communication Services	1009 AT&T	7663235909	Communications Service 10/11-11/10/2024	1,275.34
Total 90 - Overhead					6,717.13	

Total 100 - General Fund					18,430.68
---------------------------------	--	--	--	--	------------------

Fund: 230 - Motor Fuel Tax Fund						
382	7140	Electricity	1033 ComEd	2881862000-10/24	Electricity Service 07/22-08/20/2024	17,267.34
383	7140	Electricity	1033 ComEd	2881862000-09/24	Electricity Service 08/20-09/19/2024	17,002.89
Total 230 - Motor Fuel Tax Fund					34,270.23	

City of Des Plaines

Warrant Register 11/18/2024

Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fund: 400 - Capital Projects Fund						
384	6015	Communication Services	1552 Verizon Wireless	9976218659	Communications Service 09/14-10/13/2024	235.74
Total 400 - Capital Projects Fund					235.74	
Fund: 500 - Water/Sewer Fund						
Non Departmental						
Division: 510 - Engineering						
385	6015	Communication Services	1552 Verizon Wireless	9976218659	Communications Service 09/14-10/13/2024	47.35
Total 510 - Engineering					47.35	
Division: 550 - Water Systems						
386	6015	Communication Services	1552 Verizon Wireless	9976218659	Communications Service 09/14-10/13/2024	868.68
Total 550 - Water Systems					868.68	
Division: 560 - Sewer Systems						
387	6015	Communication Services	1552 Verizon Wireless	9976218659	Communications Service 09/14-10/13/2024	666.74
388	7140	Electricity	1033 ComEd	2898592111-10/24	Electricity Service 09/26-10/25/2024	474.53
Total 560 - Sewer Systems					1,141.27	
Total 00 - Non Departmental					2,057.30	
Department: 30 - Finance						
389	6015	Communication Services	1552 Verizon Wireless	9976218659	Communications Service 09/14-10/13/2024	42.35
Total 30 - Finance					42.35	
Total 500 - Water/Sewer Fund					2,099.65	
Fund: 520 - Metra Leased Parking Fund						
390	6015	Communication Services	1552 Verizon Wireless	9976218659	Communications Service 09/14-10/13/2024	72.02
Total 520 - Metra Leased Parking Fund					72.02	
Grand Total					55,108.32	

City of Des Plaines

Warrant Register 11/18/2024

Summary

	<u>Amount</u>	<u>Transfer Date</u>
Automated Accounts Payable	\$ 2,447,871.53 **	11/18/2024
Manual Checks	\$ 55,108.32 **	11/1/2024
Payroll	\$ 1,427,684.78	11/1/2024
RHS Payout	\$ -	
Electronic Transfer Activity:		
JPMorgan Chase Credit Card	\$ -	
Chicago Water Bill ACH	\$ -	
Postage - Pitney Bowes	\$ -	
Postage - USPS - AccessPoint	\$ -	
Utility Billing Refunds	\$ 3,467.20	10/23/2024
Debt Interest Payment	\$ -	
Unclaimed Property	\$ 381.13	10/23/2024
IMRF Payments (SLEP)	\$ 279.34	10/23/2024
Employee Medical Trust	\$ 708,108.26	11/1/2024
Total Cash Disbursements:	<u>\$ 4,642,900.56</u>	

* Multiple transfers processed on and/or before date shown

** See attached report

Adopted by the City Council of Des Plaines

This Eighteenth Day of November 2024

Ayes _____ Nays _____ Absent _____

Jessica M. Mastalski, City Clerk

Andrew Goczkowski, Mayor



FINANCE DEPARTMENT

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

MEMORANDUM

Date: October 28, 2024
 To: Dorothy Wisniewski, City Manager
 From: Agnes Podbial, Director of Finance *AP*
 Subject: 2025 Annual Budget Approval

Issue: For the City Council to adopt the 2025 Budget Resolution.

Analysis: The City Council held two budget hearings over the 2025 Proposed Budget document. The first meeting was held on October 10th and the discussion covered the review of the General Fund. The second budget meeting was held on October 16th to review the Non-General Funds within the budget document. Within those discussions, the City Council voted and approved all expenditures, revenues, and the resulting fund balances to support City services and projects.

Additionally, during these meetings, the City Council achieved a consensus on additional changes to be included as part of the 2025 Final Budget document. The following is a financial summary reflecting the result of this process along with a Resolution to adopt the 2025 Budget document.

2025 Budget Snapshot: The Fiscal Year 2025 annual budget totals \$198M (excluding transfers), a \$3.5M or 1.8% increase over the 2024 Budget. The 2025 Budget increase is primarily attributed to the increased pension contributions, inflationary adjustments to contractual services as well as cost of living adjustments for personnel. The overall 2025 amount included in capital improvements/investments is \$43.5M of which \$10.4M is allocated to the City's water/sewer system improvements; \$6.8M is allocated to street improvements and \$22.3M is assigned to City facilities in support of the City Council's strategic goals of Infrastructure and Mobility.

Table 1 below summarizes the final 2025 Budget changes approved by the City Council during the October budget deliberations that were incorporated in the final 2025 Budget numbers. Based on the City Council consensus, the expenditures were increased by \$290K due to the approved funding for the items outlined in Table 1 below.

Table 1		
2025 Budget Changes Approved by the City Council		
Account	Description	Amount
General Fund		
100-40-430-0000.6000	Contractual Services – Des Plaines Chamber of Commerce	65,000
100-50-100-0000.6000	Contractual Services – Sustainability Plan	150,000
100-90-000-0000.6500	Funding – Des Plaines Historical Society	75,000
Total General Fund		290,000
Total 2025 Budget Changes		\$290,000

Exhibit A, ‘2025 Budget at a Glance’, summarizes the final figures to date as they pertain to revenues, expenditures, and transfers in/out. Additionally, included for your information is the Fund Balances vs. Financial Policy Requirements chart.

Recommendation: I recommend the City Council adopt the attached resolution approving the 2025 Budget document.

Attachments:

Attachment 1: Resolution R-189-24

Exhibit A: 2025 Budget at a Glance

Attachment 2: Fund Balances vs. Financial Policy Requirements

CITY OF DES PLAINES

RESOLUTION R - 189 - 24

A RESOLUTION APPROVING THE 2025 ANNUAL BUDGET FOR 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 desires to establish a budget to plan for and help satisfy the operating needs of the City; and

WHEREAS, the City Council met two times in Special Meetings and reviewed and revised the proposed 2025 Annual Budget for the City of Des Plaines; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Des Plaines to adopt the 2025 Annual Budget;

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 Ordinance as the findings of the City Council.

SECTION 2: ADOPTION OF 2025 ANNUAL BUDGET. The Mayor and City Council hereby approve and adopt the 2025 Annual Budget, a summary of which, titled "2025 Budget at a Glance", is attached to this Resolution as **Exhibit A**.

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 Approving the 2025 City Budget

City of Des Plaines 2025 Proposed Budget at a Glance

Fund Name	2024 Projected Ending Fund Balance (Deficit)	2025 Transfers In	2025 Budgeted Revenues	2025 Budgeted Expenditures	2025 Transfers Out	2025 Projected Ending Fund Balance (Deficit)
General Fund	68,157,725	64,000	70,057,802	84,721,962	2,750,000	50,807,565
Nonspendable/ Restricted	22,032,499	-	-	-	-	20,304,544
Assigned	20,835,000	-	-	-	-	7,920,000
Unassigned	25,290,226	-	-	-	-	22,583,021
TIF #1	-	-	-	-	-	-
TIF #3	(1,753,117)	-	2,344,933	2,118,960	2,000	(1,529,144)
TIF #5	182,452	-	138,235	-	-	320,687
TIF #6	(18,642,335)	-	102,627	8,062	3,000	(18,550,770)
TIF #7	(271,725)	-	574,365	510,270	17,000	(224,630)
TIF #8	4,800,195	-	1,364,917	1,407,030	42,000	4,716,082
Motor Fuel Tax	1,529,477	-	2,345,114	2,725,000	-	1,149,591
CDBG	51,658	-	320,394	372,052	-	-
Grant Projects	417,911	116,168	7,564,832	7,629,832	-	469,079
Gaming Tax	45,917,252	-	32,650,000	16,920,000	15,000,000	46,647,252
Debt Service	-	-	-	-	-	-
Capital Projects	9,425,089	-	6,450,000	12,787,922	116,168	2,970,999
Equipment Replacement	4,884,180	2,000,000	67,500	3,453,802	-	3,497,878
IT Replacement	459,112	750,000	1,500	656,100	-	554,512
Facilities Replacement	18,379,975	12,500,000	485,533	22,310,275	-	9,055,233
Water/Sewer	5,887,858	2,500,000	23,698,736	29,337,800	-	2,748,794
City-Owned Parking	972,889	-	241,512	436,780	-	777,621
Metra-Leased Parking	88,360	-	85,000	64,160	-	109,200
Risk Management	5,008,197	-	1,514,166	3,491,201	-	3,031,162
Health Benefits	3,761,174	-	9,050,792	9,075,793	-	3,736,173
Total City Funds	149,256,327	17,930,168	159,057,958	198,027,001	17,930,168	110,287,284

**City of Des Plaines
2025 Budget at a Glance
Fund Balance vs. Financial Policy Requirements**

Fund Name	Policy Requirement		Fund Balance 1/1/2025	Fund Balance 12/31/2025	2025 Fund Balance %	% over (under) Policy Requirements
	Required %	Required Years				
General Fund	25%	Annual	68,157,725	50,807,565	58.08%	33.08%
Nonspendable	N/A	N/A	22,032,499	20,304,544		
Assigned			20,835,000	7,920,000		
Unassigned	25%	Annual	25,290,226	22,583,021	25.82%	0.82%
TIF #1	N/A	N/A	-	-		
TIF #3	N/A	N/A	(1,753,117)	(1,529,144)		
TIF #5	N/A	N/A	182,452	320,687		
TIF #6	N/A	N/A	(18,642,335)	(18,550,770)		
TIF #7	N/A	N/A	(271,725)	(224,630)		
TIF #8	N/A	N/A	4,800,195	4,716,082		
Motor Fuel Tax	20%	5 yr. Average	1,529,477	1,149,591	33.72%	13.72%
CDBG	0%	N/A	51,658	-		
Grant Projects	N/A	N/A	417,911	469,079		
Gaming Tax	N/A	N/A	45,917,252	46,647,252		
Debt Service	25%	Annual	-	-		
Capital Projects	20%	5 yr. Average	9,425,089	2,970,999	37.76%	17.76%
Equipment Replacement	20%	5 yr. Total	4,884,180	3,497,878	34.97%	14.97%
IT Replacement	20%	5 yr. Average	459,112	554,512	114.69%	94.69%
Facilities Replacement	20%	Annual	18,379,975	9,055,233	40.59%	20.59%
Water/Sewer	20%	Annual	5,887,858	2,748,794	9.37%	-10.63%
City-Owned Parking	20%	5 yr. Average	972,889	777,621	209.25%	189.25%
Metra Parking	20%	5 yr. Average	88,360	109,200	190.06%	170.06%
Risk Management	20%	Annual	5,008,197	3,031,162	86.82%	66.82%
Health Benefits Fund	20%	Annual	3,761,174	3,736,173	41.17%	21.17%

Indicates that this fund meets the fund balance policy requirement

Indicates that this fund does not meet the fund balance policy requirement


**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT**

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

MEMORANDUM

Date: November 7, 2024
To: Dorothy Wisniewski, City Manager
From: Samantha Redman, Senior Planner *SR*
Cc: Jeffrey Rogers, Director of Community and Economic Development *JR*
 Jonathan Mendel, AICP, Assistant Director of Community and Economic Development *JM*
Subject: Conditional Use for Trade Contractor, Major Variation for Loading Zone, and Standard Variation to Reduce Required Front Yard at 1387 Prospect Avenue.

Issue: The petitioner requests the following: (i) conditional use for a trade contractor use; (ii) standard variation to reduce the required front yard; and (iii) a major variation to allow the loading space to face a public way (alley).

PIN: 09-29-228-034-0000
Petitioner/Owner: Vasile Haures (1387 Prospect Ave. LLC), 1980 Pine Street, Des Plaines, IL 60018
Case Number: #24-014-CU-V
Ward Number: #5, Alderman Carla Brookman
Existing Zoning: C-3, General Commercial
Surrounding Zoning: North: R-3, Townhouse Residential District
 South: R-3, Townhouse Residential District
 East: C-3, General Commercial District
 West: R-1, Single Family Residential District
Surrounding Land Uses: North: Townhouses
 South: Townhouses
 East: Vacant
 West: Single Family Residence
Street Classification: Prospect Avenue and Chestnut Street are classified as local roads.
Comprehensive Plan: The Comprehensive Plan illustrates this site as commercial.

Property/Zoning History: The property is currently undeveloped and located at the southwest corner of the Prospect Avenue and Chestnut Street intersection. In 2022, a zoning map amendment was approved to change the zoning of this property from C-1, Neighborhood Shopping to C-3, General Commercial. A multitenant office building was contemplated when the property was re-zoned. Since 2022, this property was sold to the petitioner. Historic aerials and city records do not indicate any structure has existed on this property in known history.

The area surrounding the property is generally commercial properties and townhouses. However, the property immediately adjacent to the subject project, 1383 Prospect Avenue, is a single-family house re-zoned from C-1, Neighborhood Commercial to R-1, Single Family Residential in 2016. The presence of an adjacent single family residential property creates additional requirements in terms of the required front yard and requires a landscape and fence buffer between the properties.

Project Description: In May 2024, an identical request with a different building and site plan was recommended by PZB and approved by City Council. The petitioner, Vasile Haures, proposes a one-story commercial building for a trade contractor use. The new plan is one tenant space, including a showroom, office, and fabrication/storage for a hardwood flooring business.

Trade Contractor Use

A business classified as a “trade contractor” is defined in 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.” (Section 12-13-3).

Refer to the Petitioner’s Letter of Intent for business operation information. The petitioner describes their business as a hardwood flooring company. Customers will be able to access the showroom by appointment only. Other services performed onsite will be deliveries and pickups of materials and limited fabrication work (e.g. custom cutting of hardwood planks). Activities would primarily include performing installation and finishing pre-made materials offsite at customer locations. The business currently includes two employees and four subcontractors.

Storage of materials must occur indoors, except as permitted by Section 12-7-F.5.d. Trade contractor businesses in the C-3 district can display materials outside of the building, although they cannot be displayed within any required yards. With the current site plan, there are few locations on the property where outdoor display would be possible. The petitioner has not indicated any intent to display materials outdoors; if this changes, all requirements of Section 12-7-3.F.5.d must be followed, limiting the location, height, and types of material displayed.

Proposed Building and Front Yard Variation

The proposed building on the site will be 4,512 square feet in size and one

story, 17 feet 9 inches in height. One overhead door and loading zone is located adjacent to the alley. Landscaping and fencing are noted on the site plan to meet landscape buffer requirements pursuant to Section 12-10-9.

In the C-3 zoning district, the required front yard must equal the required setback of any adjacent residential district, or 5 feet if it is not adjacent to residential. This property is adjacent to an R-1 zoned property on the west side, thus requiring a 25-foot front yard setback. A standard variation to reduce the required front yard is requested to allow the building to be setback 5 feet instead of 25 feet from the property line. The proposed setback of the building from the property line is consistent with the other commercial properties on this block.

The building design at time of building permit must meet Section 12-3-11 – Building Design Standards. Initial plans indicated a metal material was intended for the building, as presented to the PZB. However, after the PZB meeting, the petitioner submitted revised plans including brick around the entire façade, which is compliant with requirements (Refer to Exhibit B). In terms of windows, street-facing elevations (north and east facades) require a minimum of 50% transparency from 2 feet to 9 feet above the sidewalk is required for this type of use. The petitioner may request a minor variation, reviewed administratively by zoning staff, to vary from this requirement as necessary.

During the PZB meeting, several members discussed the absence of masonry on the façade of the proposed building. The petitioner stated, due to financial constraints, that the masonry veneer from the previous plans was eliminated from the proposal. The PZB Chairman stated with their vote for denial that they did not support the proposed metal material and stated the aesthetics of the building and character of the neighborhood should be considered with the approval of any minor variation by the Zoning Administrator.

Off-Street Parking

One accessible parking space and six standard parking spaces are provided on the site plan. The trade contractor use does not require a specific amount of off-street parking per Section 12-9-7. Because trade contractor is a conditional use within the C-3 Zoning District, a specific amount or location of off-street parking can be a condition of approval. On-street parking is available on Prospect Avenue and on the west side of Chestnut Street.

If the Council requires modifications to the parking plan or if it is determined that parking agreements should be sought to relieve parking concerns associated with this use, a condition of approval can be added to the ordinance.

Traffic and Loading

Access to the property will be provided by the existing 16-foot-wide alley accessed from Chestnut Street. Traffic generated by this use would include vehicle trips associated with employees, customers, and deliveries and loading of materials. A major variation is requested to permit the loading zones to open onto the alley. Due to the location and size of the property, the loading zone area opening into the alley provides access without requiring an additional curb cut along Chestnut Street or Prospect Avenue.

The Letter of Intent provided by the petitioner (refer to attachments) states deliveries will occur between 8 A.M. and 5 P.M. on weekdays, and larger deliveries would be scheduled outside of peak traffic hours. Loading and unloading will occur within the designated loading zones. A suggested condition of approval states that any loading and unloading outside of the building may not occur between the hours of 10:00 P.M. and 7:00 A.M.

The petitioner proposes an eight-foot-tall fence around the rear of the building, enclosing the parking lot and loading space. A gate is proposed at the entrance from the public alley. To prevent any issues with visibility for motorists or pedestrians navigating within and around the property, a proposed condition of approval is that the fencing within the ten-foot sight triangle must be partially transparent, and landscaping must be maintained to a height of no taller than three feet. Chain link, wrought iron, or another type of partially open fencing option must be located in this area. Note Section 12-8-2 of the Zoning Ordinance allows nonresidential properties to have fences up to eight feet tall, without specific requirements for the sight triangle. The suggested condition of approval provides greater certainty that adequate visibility will be present with the development of this property.

Alley Improvements and Sidewalk Replacement

Due to the proposed use of the alley for entrance and exit for all loading, deliveries and parking, and the poor condition of the existing pavement, a suggested condition of approval is to complete alley improvements. The petitioner acknowledges this condition in the Letter of Intent and states plans for the improvements will be provided at time of building permit.

However, during the PZB hearing, the Board expressed concerns about requiring the petitioner to provide full reconstruction of the alley. The Board modified the condition to state improvements to the alley and associated drainage along the rear frontage of the property will be required, as determined by the Director of Public Works and Engineering, rather than requiring full reconstruction of the alley and installation of catch basin. This modification was intended to provide flexibility if other options for alley improvements or an opportunity for collaboration with Public Works and Engineering on additional alley improvements emerged prior to construction.

After the meeting, Public Works and Engineering determined the alley would be reconstructed by the City next year. The suggested condition of approval regarding the alley remains, intended to provide certainty that the alley will be re-constructed if the city's future plans for improvements of this area change.

A condition requiring sidewalk replacement of any "unsatisfactory" sections was also modified slightly to clarify that this condition only applied to public sidewalks adjacent to the property.

Planning and Zoning Board (PZB) Recommendation

The PZB held a public hearing on October 22, 2024 to consider the requests. The PZB consolidated their determination for all requests into one motion voting 6-1, to recommend that City Council approve the requests with the five staff recommended conditions. The rationale for the PZB's vote is captured in the attached Excerpt of Draft Minutes from the October 22, 2024 PZB Meeting.

Conditions of Approval:

1. Petitioner must make improvements to the portion of the alley abutting the Subject Property's frontage as determined by the Director of Public Works and Engineering, if any, before the issuance of a business registration for the Subject Property.
2. Before a building permit will be issued for the Proposed Development, the Plans must be revised to show repair or replacement of the public sidewalks adjacent to the Subject Property that have been deemed unsatisfactory by the Director of Public Works and Engineering or their designee.
3. Petitioner must submit a turning radii exhibit demonstrating acceptable turning radiuses for loading/unloading, as determined by the Director of Public Works and Engineering or their designee, before a building permit will be issued for the Proposed Development.
4. Loading and unloading of materials outside of the building is prohibited between the hours of 10:00 P.M. and 7:00 A.M. No loading and unloading may occur within any public rights-of-way.
5. Fencing within the ten-foot sight triangle at the intersection of the driveway, Chestnut Street, and the alley must be chain link, wrought iron, or another type of fencing that provides sufficient transparency for motorist and pedestrian visibility. Any landscaping within this sight triangle must be three feet in height or shorter.

Attachments:

Attachment 1: Location Map

Attachment 2: Staff Site and Context Photos

Attachment 3: Plat of Survey

Attachment 4: Planning and Zoning Board Recommendation Letter

Attachment 5: Excerpt of Draft Minutes from the October 22, 2024 PZB Meeting

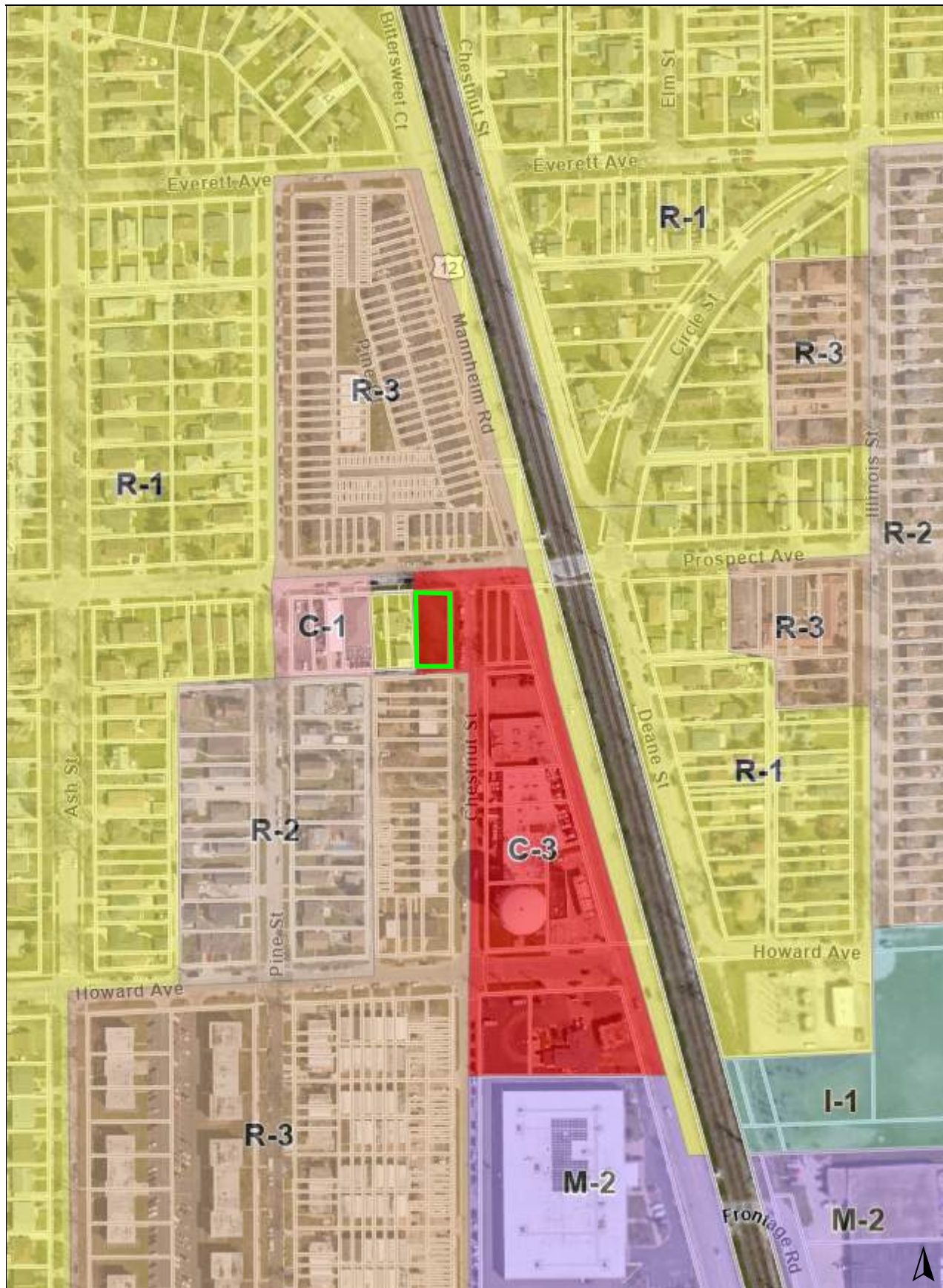
Ordinance Z-25-24

Exhibit A: Petitioner's Letter of Intent

Exhibit B: Petitioner's Response to Standards

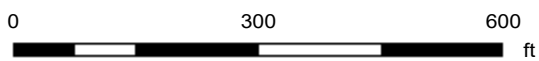
Exhibit C: Site and Architectural Plans

Exhibit D: Unconditional Agreement and Consent



Legend

- Subject Site
- C-1: Neighborhood Shopping
- C-3: General Comm
- I-1: Institutional
- M-2: General Manufacturing
- R-1: Single Family Residential
- R-2: Two Family Residential
- R-3: Townhouse Residential



Print Date: 4/17/2024

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 property

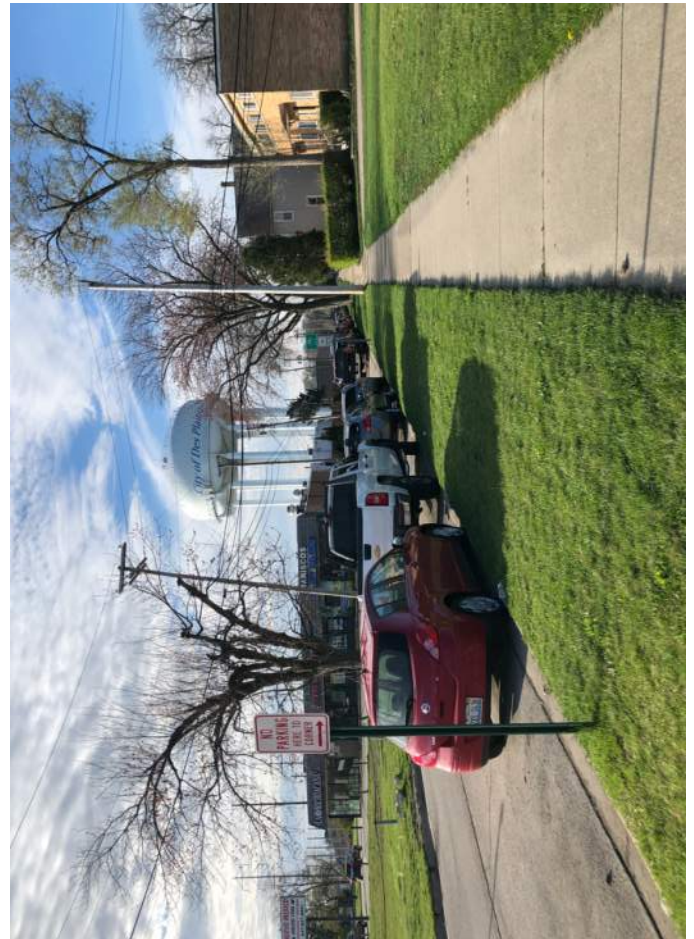


View of alley and rear of property



Attachment 2

1387 Prospect Ave – Public Notice Sign



View of street parking along Chestnut Street

ALTA/NSPS LAND TITLE SURVEY

OF

PROPERTY ADDRESS: 3287 PROSPECT AVENUE, DES PLAINES, ILLINOIS

THE EAST 8 FEET OF LOT 3 AND ALL OF LOTS 1 AND 2 IN BLOCK 1 IN BAKERS ADDITION TO RIVERVIEW IN THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

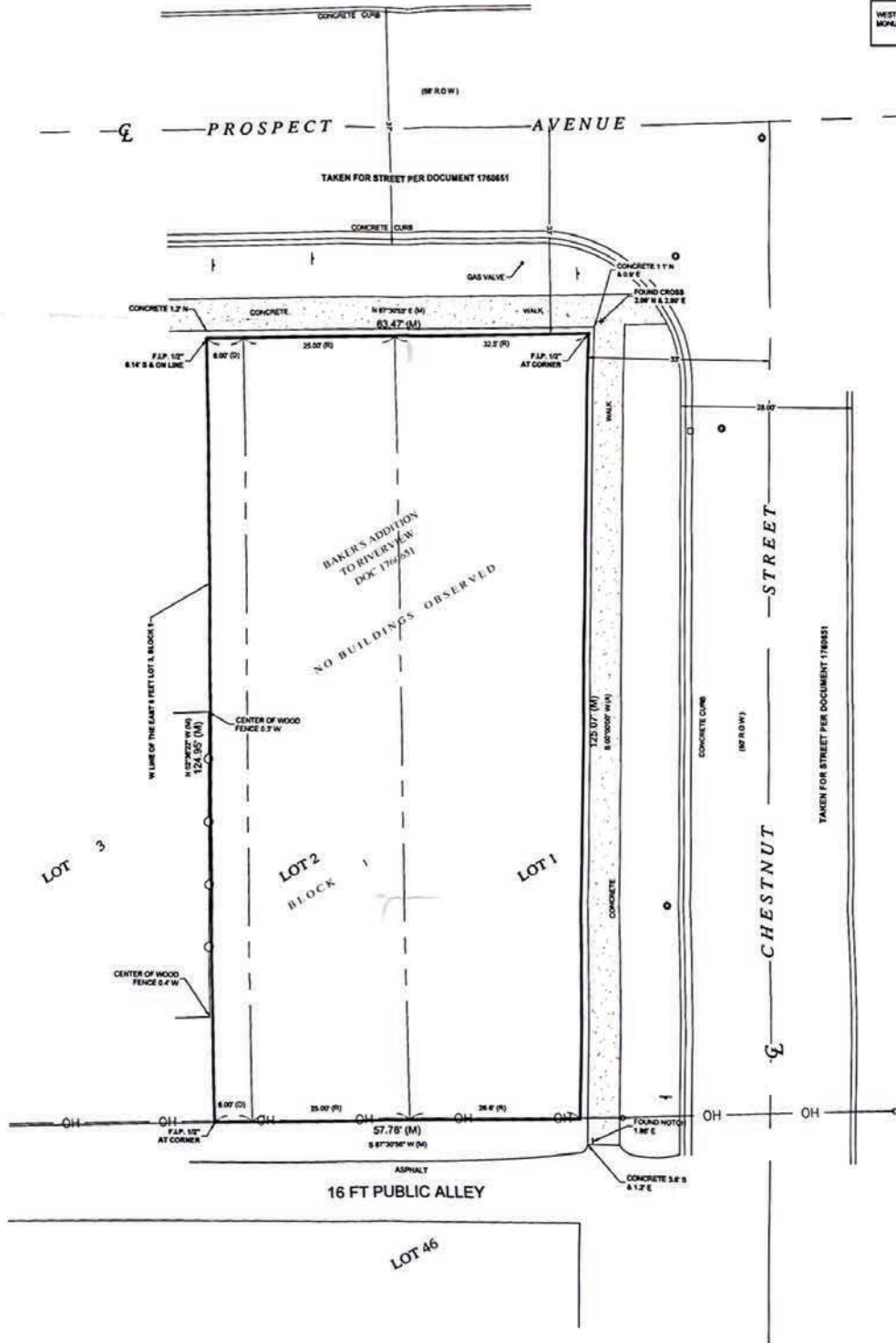
LAND AREA = 7,574.8 SF
OR 0.17 ACRES MORE OR LESS



BASIS OF BEARING
WEST LINE OF CHESTNUT STREET AS FOUND
MONUMENTED AND OCCUPIED
S 89°10'00" W (ASSUMED)
P.L.N. 09-28-228-034-0000

LEGEND

- | | | | |
|-------|---------------------------|-------|---------------------|
| — | EXISTING BOUNDARY | ○ | MANHOLE |
| - - - | EXISTING EASEMENT | ○ | EXIST. CATCH BASIN |
| - - - | EXISTING SETBACK | ○ | EXIST. CURB INLET |
| - - - | EXISTING CHAIN LINK FENCE | - - - | STORM SEWER |
| - - - | EXISTING WOOD FENCE | - - - | SAWDRY SEWER |
| - - - | EXISTING METAL FENCE | ⊕ | WOOD VALVE |
| - - - | EXISTING VINYL FENCE | ⊕ | BURIED BOX (B-BOX) |
| - - - | EXISTING BUILDING | ⊕ | WATER VALVE & VAULT |
| - - - | CENTER LINE | ⊕ | FIRE HYDRANT |
| ▨ | ASPHALT SURFACE | ⊕ | GAS METER |
| ▨ | BUILDING/STRUCTURE | ⊕ | GAS LINE |
| ▨ | CONCRETE SURFACE | ⊕ | ELECTRIC METER |
| (C) | CALCULATED | ⊕ | ELECTRIC PEDIESTAL |
| (M) | MEASURED | ⊕ | OVERHEAD WIRES |
| (SF) | SQUARE FEET | ⊕ | UTILITY POLE |
| | | ⊕ | PHONE PEDIESTAL |
| | | ⊕ | CABLE TV PEDIESTAL |
| | | ⊕ | LIGHT POST |
| | | ⊕ | STREET SIGN |
| | | ⊕ | DOWNPOUT |
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October 23, 2024

Mayor Goczkowski and Des Plaines City Council, CITY OF DES PLAINES

Subject: Planning and Zoning Board, 1387 Prospect Avenue Case #24-052-CU-V (5th Ward)

RE: Consideration of a Conditional Use for Trade Contractor, Variations to Reduce Required Front Yard and Required Loading Area

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board met on October 22, 2024 to consider: (i) conditional use for a trade contractor use; (ii) standard variation to reduce the required front yard; and (iii) a major variation to allow loading spaces to open or face a public right-of-way.

1. The petitioner and architect presented a brief overview of the request for the business and the requests. The petitioner is proposing to construct a one-story building that will house his hardwood flooring business. The requests were previously approved with a different site plan and building in spring 2024.
2. The Planning and Zoning Board (Board) clarified that the operations for this business would still be a floor business, and most noise generating activity would be at client's properties rather than the subject site; the petitioner stated that was correct. The Board asked about materials for the building; the petitioner stated the building will be constructed of metal; the brick veneer from the previous plans was removed due to financial constraints. Several members of the board stated they preferred the previous
3. Staff summarized the staff report, describing the proposed use and variations. The Board expressed concerns about the condition of approval for reconstruction of the alley and the sidewalks. The Board modified the condition to not require full reconstruction of the alley, but instead require improvements, as determined by the Director of Public Works. The intent of the Board was to provide the petitioner with the ability to coordinate improvements with the City, allowing for alternative improvement plans if determined suitable by the Director of Public Works and Engineering.
4. Public comment was provided by one resident of the neighborhood concerned with parking and noise in the neighborhood. The petitioner and member of the public discussed the parking situation and hours of operation with the Board.
5. Member Weaver made a motion to recommend, seconded by Board Member Saletnik to recommend approval of requests with conditions 3 through 5 as drafted by staff and modifications to conditions 1 and 2.
6. The Planning and Zoning Board *recommended* (6-1) that the City Council *approve* of the requests with recommended conditions. Chairman Szabo stated his recommendation for denial is due to the proposed building materials and encouraged any variation decisions to take the materials into consideration prior to approval.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "James Szabo". The signature is written in a cursive style with a large initial "J" and "S".

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



DES PLAINES PLANNING AND ZONING BOARD MEETING
October 22, 2024
MINUTES

Pending Applications:

1. Address: 1387 Prospect Avenue

Case Number: 24-052-CU-V

The petitioner is requesting the following: (i) conditional use for a trade contractor use; (ii) standard variation to reduce the required front yard; (iii) a major variation to vary from loading space requirements; and (iv) any other variations, waivers, and zoning relief as may be necessary.

PIN: 09-29-228-034-0000

Petitioner: Vasile Haures, 1980 Pine Street, Des Plaines, IL 60018

Owner: 1387 Prospect Ave LLC, 1980 Pine Street, Des Plaines, IL 60018

Chairman Szabo introduced the case on the agenda and swore in petitioner Vasile Haures and petitioner's architect Rob Utyro.

Mr. Haures presents their proposal and its difference from the prior approval earlier in 2024. The change was due to financing challenges resulting in amendments to the approved plan. During the last PZB meeting at which the petitioner appeared, the petitioner was approved for a bigger building on the lot, and due to finances, petitioner requests downsizing the building. With this downsize, the petitioner is able to add five additional parking stalls behind the building. Petitioner was originally approved for a two-unit building, and now would like to downsize to a one-unit.

Member Bronakowski asked how much larger the first building was compared to this one.

Mr. Haures explained the first one was double in size. Rob added that original plan took up most of the lot with two accessible spots in the back with no off-street parking. There will no longer be parking spots inside the building since there will be an additional five parking spots added with the building being smaller.

Member Saletnik asked for a clarification that the bulk of materials for the jobs are delivered to the jobsites and that the only activity at this location will be loading and unloading tools.

Mr. Haures confirms that is correct.

Chairman Szabo inquired about the look of the building.

Mr. Utyro clarified the look/shape is the same along with the windows and fenestration. However, some masonry has been taken off due to costs.

Chairman Szabo expressed concerns about the exterior façade materials' aesthetics and compliance with the building design guidelines.

Member Weaver inquired about the color of building. Mr. Utyro answered that color has not been decided yet.

Member Weaver also asked what color the petitioner considered as compatible color with the neighborhood. Mr. Utyro responded with an earthtone color.

Member Saletnik asked staff if the architectural review requirements apply to this case since this is C-3.

Senior Planner Redman confirmed this would be subject to our building design standards and is included in the report. In order to construct the building as original proposal with aluminum siding, the petitioner would need to apply for a minor variation which would be an administrative decision.

Member Saletnik reiterated the already expressed concerns regarding building design compliance and neighborhood consistency.

Member Fowler asked whether the material compliance be a condition of approval.

Senior Planner Redman stated it can be if the PZB wished.

Member Fowler asked if any fencing will be put up.

Mr. Haures answered that there will be an eight-foot-tall fence on the neighbor's side and Mr. Utyro added the back of the property will also be enclosed.

Member Weaver inquired about some work that needs to be done in the alley way.

Senior Planner Redman clarified that this was a suggested condition of approval that came from our engineering department. There are improvements that need to be made to the alley and would be required to make those improvements as a part of their improvements to this property.

Member Catalano asked why the City would require the petitioner to repair the alleyway.

Senior Planner Redman clarified that this condition can be modified by the PZB members. Staff suggested this condition because the petitioner will have access from the alley to their building. The City does have the ability to require someone to make these types of improvements.

Member Weaver and Member Catalano want to make it easy for the petitioner to minimize costs for the alley construction work.

Member Weaver also asked if anyone else's vehicle will be going over the space that the petitioner is asked to fix.

Senior Planner Redman stated this would be continued to be used as an alleyway for access for the other residents. The petitioner would be responsible for improvement for the area that fronts their property.

Member Weaver inquires if that means that anything to the West would be required to be repaired with this condition.

Senior Planner Redman confirms the condition is written so the petitioner is only responsible for this portion.

Member Fowler asks why the City doesn't just repair the whole alley at this point. It will not look good if only a portion is repaired.

Senior Planner Redman responded that there is always potential to coordinate with the engineering department for any future improvements. This condition came from our Public Works and Engineering department.

Member Bronakowski inquired once this condition is approved and area is repaved, if it is the city's responsibility.

Senior Planner Redman confirmed that this is correct, it remains the City's property. The way the condition is written, it does state it would need to be full reconstruction of that alley.

Member Saletnik mentions that the City does have a Concrete/Alley Program where his alley was repaired about 5 years ago and all the water issues have went away.

Member Fowler would hate to see the petitioner put all this money in to repairing a portion of this alley when eventually this alley would be repaired by the City. She feels that the petitioner should put the money into the building/masonry and make the building look better than take their money and fix the alley. Water issues in the alley need to be fixed one way or another.

Member Bronakowski agrees with Member Fowler. He does not believe that the petitioner should be responsible for fixing the alley.

Member Weaver asked if engineering department's recommendation enforces or suggests a policy that is uniform across all properties across the City, if what they are proposing here is exactly what

they would do everywhere else to make sure that no one is treated differently. Are they being consistent with other petitioners who are in similar situations?

Senior Planner Redman agrees and is unable to answer that question comprehensively, but we can always modify this condition of approval and state an alternative plan to mitigate drainage issues can be approved by the Director of Public Works.

Member Veremis added that the wording should be changed on condition 1 as to what engineering wants to do.

Senior Planner Redman reads her staff report.

Issue: The petitioner requests the following: (i) conditional use for a trade contractor use; (ii) standard variation to reduce the required front yard; and (iii) a major variation to allow the loading space to face a public way (alley).

PIN: 09-29-228-034-0000

Petitioner/Owner: Vasile Haures (1387 Prospect Ave. LLC), 1980 Pine Street, Des Plaines, IL 60018

Case Number: #24-014-CU-V

Ward Number: #5, Alderman Carla Brookman

Existing Zoning: C-3, General Commercial

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

Surrounding Land Uses:
 North: Townhouses
 South: Townhouses
 East: Vacant
 West: Single Family Residence

Street Classification: Prospect Avenue and Chestnut Street are classified as local roads.

Comprehensive Plan: The Comprehensive Plan illustrates this site as commercial.

Property/Zoning History: The property is currently undeveloped and located at the southwest corner of the Prospect Avenue and Chestnut Street intersection. In 2022, a zoning map amendment was approved to change the zoning of this property from C-1, Neighborhood Shopping to C-3, General Commercial. A multitenant office building was contemplated when the property was re-zoned. Since 2022, this property was sold to the

petitioner. Historic aerials and city records do not indicate any structure has existed on this property in known history.

The area surrounding the property is generally commercial properties and townhouses. However, the property immediately adjacent to the subject project, 1383 Prospect Avenue, is a single-family house re-zoned from C-1, Neighborhood Commercial to R-1, Single Family Residential in 2016. The presence of an adjacent single family residential property creates additional requirements in terms of the required front yard and requires a landscape and fence buffer between the properties.

Project Description:

In May 2024, an identical request with a different building and site plan was recommended by PZB and approved by City Council. The petitioner, Vasile Haures, proposes a one-story commercial building for a trade contractor use. The new plan is one tenant space, including a showroom, office, and fabrication/storage for a hardwood flooring business.

Trade Contractor Use

A business classified as a “trade contractor” is defined in 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.” (Section 12-13-3).

Refer to the Petitioner’s Letter of Intent for business operation information. The petitioner describes their business as a hardwood flooring company. Customers will be able to access the showroom by appointment only. Other services performed onsite will be deliveries and pickups of materials and limited fabrication work (e.g. custom cutting of hardwood planks). Activities would primarily include performing installation and finishing pre-made materials offsite at customer locations. The business currently includes two employees and four subcontractors.

Storage of materials must occur indoors, except as permitted by Section 12-7-F.5.d. Trade contractor businesses in the C-3 district can display materials outside of the building, although they cannot be displayed within any required yards. With the current site plan, there are few locations on the property where outdoor display would be possible. The petitioner has not indicated any intent to

display materials outdoors; if this changes, all requirements of Section 12-7-3.F.5.d must be followed, limiting the location, height, and types of material displayed.

Proposed Building and Front Yard Variation

The proposed building on the site will be 4,512 square feet in size and one story, 17 feet 9 inches in height. One overhead door and loading zone is located adjacent to the alley. Landscaping and fencing are noted on the site plan to meet landscape buffer requirements pursuant to Section 12-10-9.

In the C-3 zoning district, the required front yard must equal the required setback of any adjacent residential district, or 5 feet if it is not adjacent to residential. This property is adjacent to an R-1 zoned property on the west side, thus requiring a 25-foot front yard setback. A standard variation to reduce the required front yard is requested to allow the building to be setback 5 feet instead of 25 feet from the property line. The proposed setback of the building from the property line is consistent with the other commercial properties on this block.

The current building design does not meet Section 12-3-11 – Building Design Standards. The proposed materials meet requirements, with brick and metal proposed on the façade. However, for street-facing elevations (north and east facades) a minimum of 50% transparency from 2 feet to 9 feet above the sidewalk is required for this type of use. The petitioner may request a minor variation, reviewed administratively by zoning staff, to vary from this requirement.

Off-Street Parking

One accessible parking space and six standard parking spaces are provided on the site plan. The trade contractor use does not require a specific amount of off-street parking per Section 12-9-7. Because trade contractor is a conditional use within the C-3 Zoning District, a specific amount or location of off-street parking can be a condition of approval. On-street parking is available on Prospect Avenue and on the west side of Chestnut Street.

If the PZB requires modifications to the parking plan or if it is determined that parking agreements should be sought to relieve parking concerns associated with this use, a condition of approval can be suggested with the recommendation to City Council.

Traffic and Loading

Access to the property will be provided by the existing 16-foot-wide alley accessed from Chestnut Street. Traffic generated by this use would include vehicle trips associated with employees, customers, and deliveries and loading of materials. A major variation is requested to permit the loading zones to open onto the alley. Due to the location and size of the property, the loading zone area opening into the alley provides access without requiring an additional curb cut along Chestnut Street or Prospect Avenue.

The Letter of Intent provided by the petitioner (refer to attachments) states deliveries will occur between 8 A.M. and 5 P.M. on weekdays, and larger deliveries would be scheduled outside of peak traffic hours. Loading and unloading will occur within the designated loading zones. A suggested condition of approval states that any loading and unloading outside of the building may not occur between the hours of 10:00 P.M. and 7:00 A.M.

The petitioner proposes an eight-foot-tall fence around the rear of the building, enclosing the parking lot and loading space. A gate is proposed at the entrance from the public alley. To prevent any issues with visibility for motorists or pedestrians navigating within and around the property, a proposed condition of approval is that the fencing within the ten-foot sight triangle must be partially transparent, and landscaping must be maintained to a height of no taller than three feet. Chain link, wrought iron, or another type of partially open fencing option must be located in this area. Note Section 12-8-2 of the Zoning Ordinance allows nonresidential properties to have fences up to eight feet tall, without specific requirements for the sight triangle. The suggested condition of approval provides greater certainty that adequate visibility will be present with the development of this property.

Due to the proposed use of the alley for entrance and exit for all loading, deliveries and parking, and the poor condition of the existing pavement, a suggested condition of approval is to complete alley improvements. The petitioner acknowledges this condition in the Letter of Intent and states plans for the improvements will be provided at time of building permit.

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: Trade contractor is a conditional use within the C-3, General Commercial District.

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

Comment: The 2019 Comprehensive Plan designates the subject site as Commercial. This business would create a commercial use for this vacant, commercially zoned property. A zoning map amendment was approved in 2022 to re-zone this property from C-1 to C-3 to expand the permitted uses for this parcel. Per historic aerials and City records, the property has been undeveloped for known history. The zoning was changed from residential to commercial for this block of Prospect Avenue in 1989; despite the commercial zoning, no commercial building has been constructed on this site. The conditional use would provide a commercial use for this property for the first time in known history.

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: Many suggested conditions of approval are included with this case to provide assurances about the use being compliant with applicable zoning requirements and minimize impact in terms of noise. Suggested conditions include limitations on the timeframe for loading and unloading at the exterior of the building, improvements to the alley, and providing information at time of building permit to ensure the turning radius of trucks will be adequate in the loading zones.

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

Comment: As discussed in the Petitioner's Letter of Intent, the business will operate Monday through Saturday 8:00 A.M. to 5:00 P.M. and closed on Sunday. See the Petitioner's Letter of Intent and Response to Standards for additional information about business operations. The suggested conditions of approval are meant to provide assurances that limit any disturbance or nuisance to the neighborhood.

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 subject site is adequately served by essential public facilities and services. During the permitting and construction phase and business registration approval, the petitioner must undergo an inspection of the building by the fire, building, and zoning divisions to determine compliance with this conditional use and all applicable local, state, and federal regulations.

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 a new building, and it is not anticipated that this use would generate additional need for public facilities or services compared to any other building constructed in this area.

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 customers (by appointment). The Letter of Intent by the petitioner states deliveries would occur between 8 A.M. and 5 P.M. A suggested condition of approval states that any loading and unloading outside of the building may not occur between the hours of 10:00 P.M. and 7:00 A.M., intended to limit the amount of noise associated with the business impacting neighboring properties. 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 alley accessed from Chestnut Street. No additional curb cuts are proposed for this property. A suggested condition of approval will require a turning radii analysis submitted to City staff prior to building permit issuance to ensure adequate space is available for trucks entering/exiting the loading zone and any vehicles entering or exiting through the overhead doors.

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 project would not result in the damage of natural, scenic, or historic features. A large parkway tree is present in the public right of way in front of the property, which is within public property and required to be preserved regardless of this development unless otherwise authorized by the City. Section 8-4-4 of the Public Ways and Property title of the municipal code prevents any injury or movement of this tree without authorization by the city.

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. Two variations are proposed with this application associated with the required front yard and the loading zone and one minor variation may be requested upon approval of this conditional use to vary from building design standards in Section 12-3-11.

Standards for Variation:

Variation requests are subject to the standards set forth in Section 12-3-6(H) of the Zoning Ordinance. Rationale for how the proposed requests would or would not satisfy the standards is provided below and in the attached petitioner responses to standards. The Board may use the provided staff comments as its rationale, modify, or adopt its own.

1. Hardship: No variation shall be granted pursuant to this subsection H unless the petitioner shall establish that carrying out the strict letter of the provisions of this title would create a particular hardship or a practical difficulty.

Comment: Without the variation to reduce the required front yard, the buildable area of this relatively small C-3 zoned property would be further reduced. Hardships were imposed on this property in 2016 when the adjacent property, 1383 Prospect Avenue, petitioned for a zoning map amendment from C-1, Neighborhood Commercial to R-1, Single-Family Residential. Commercially zoned properties adjacent to residentially zoned properties are required to meet certain setback and screening/landscaping requirements. Prior to 2016, the front yard would have been required to be 5 feet for this property.

The major variation for the loading zone is necessary due to the size of the property. This property is relatively small for a C-3 zoned property and this specific use requires more dedicated areas for loading/unloading than other businesses. There is insufficient space for this loading space with the proposed size of the building, unless the petitioner chose to have loading space within the building. However, loading within the building would be challenging due to the size of the property.

2. Unique Physical Condition: The subject lot is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure, or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject lot that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot.

Comment: This commercial property is unique in this neighborhood due to its location adjacent to an R-1 zoned property. Refer to the Zoning Map attachment. Other parcels in this area are zoned commercial or townhouse residential. The other commercial properties have smaller front yard setbacks along Prospect Avenue, like what is requested by this petitioner.

The location of the loading zone facing the alley is primarily due to size limitations of the property. Unless the petitioner chose to have loading inside the building, there are few design alternatives to add the necessary loading areas for the business without requiring the driveway to face a public way. This orientation of the loading zone presents a less significant impact compared to a loading zone along the public streets.

3. Not Self-Created: The aforesaid unique physical condition is not the result of any action or inaction of the owner or its predecessors in title and existed at the time of the enactment of the provisions from which a variance is sought or was created by natural forces or was the result of governmental action, other than the adoption of this title.

Comment: With the re-zoning of the adjacent property (1383 Prospect Avenue) to residential, a hardship was imposed on this property requiring a larger front yard setback for a new building than other commercial properties along this block.

The property owner was aware of the size limitations when purchasing this property and because this is a new building, the hardship related to the loading zone is related to their chosen site design, rather than a hardship imposed by the physical property. However, any commercial property on this site would require a loading space, pursuant to Section 12-9-9, and may face similar challenges with its orientation on the small property away from a public way.

4. Denied Substantial Rights: The carrying out of the strict letter of the provision from which a variance is sought would deprive the owner of the subject lot of substantial rights commonly enjoyed by owners of other lots subject to the same provision.

Comment: The rights denied to the property owner could be the ability to develop this building as proposed. However, it is conceivable that additional options exist to redesign the property to be compliant with all zoning ordinance standards. The PZB may ask the petitioner if this property is suitable for this type of use and clarify why specific decisions were chosen regarding the building design.

5. Not Merely Special Privilege: The alleged hardship or difficulty is neither merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely the inability of the owner to make more money from the use of the subject lot.

Comment: Variation decisions are made on a case-by-case, project-by-project basis upon applying the variation standards. In those evaluations, the determining body (e.g., PZB and/or City Council) usually determines the petitioner has exhausted design options that do not require a variation. The PZB may ask the petitioner to explain whether they have exhausted other alternatives.

6. Title And Plan Purposes: The variation would not result in a use or development of the subject lot that would be not in harmony with the general and

specific purposes for which this title and the provision from which a variation is sought were enacted or the general purpose and intent of the comprehensive plan.

Comment: If the variations and conditional use were approved, it would meet all applicable requirements except for a minor variation required for the proposed building design.

7. No Other Remedy: There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject lot.

Comment: A remedy to relieve necessary relief for the required front yard would be to locate the building further from the property line along Prospect Avenue. However, the property is small, and this would further reduce the buildable area of the parcel.

Unless the petitioner chose to have loading inside the building, there are few design alternatives to adding the necessary loading areas for the property without requiring the driveway to face a public way. This orientation of the loading zone presents a smaller impact compared to a loading zone along the public streets.

8. Minimum Required: The requested variation is the minimum measure of relief necessary to alleviate the alleged hardship or difficulty presented by the strict application of this title.

Comment: With the variations sought, it would meet all applicable requirements with the exception of a minor variation required for the proposed building design.

PZB Procedure and Recommended Conditions: Under Section 12-3-7.D (Procedure for Review and Decision for Amendments) and Section 12-3-6.F (Major Variations) of the Zoning Ordinance, the PZB has the authority to *recommend* approval, approval subject to conditions, or denial of the request to City Council. City Council has final authority on these requests.

Under Section 12-3-6.F.2.b (Standard Variations) of the Zoning Ordinance, the PZB has the authority to approve, approve subject to conditions, or deny the standard variation request. However, under Section 12-2-2 (Legislative and Administrative Authority), when other relief requiring city council approval is sought, such as conditional uses or major variations, the PZB serves as the *recommending* body for all requests.

The PZB has the final authority to *recommend* approval, approval subject to conditions, or denial of all requests to City Council. All requests can be reviewed and recommended in separate motions or combined into one motion. Staff recommends the following conditions:

Conditions of Approval:

1. Full reconstruction of the portion of alley along the rear frontage is required, with a catch basin connected to the storm sewer in Chestnut Street. The improvements must be demonstrated on plans prior to issuance of a building permit.

2. Prior to issuance of a building permit, replacement of existing public sidewalks deemed unsatisfactory must be demonstrated on plans, as determined by the Director of Public Works and Engineering or their designee.
3. A turning radii exhibit is required to be submitted prior to issuance of building permit demonstrating acceptable turning radiuses for loading/unloading, to the satisfaction of the Director of Public Works and Engineering or their designee.
4. Loading and unloading of materials outside of the building is prohibited between the hours of 10:00 P.M. and 7:00 A.M. No loading and unloading can occur within any public ways.
5. Fencing within the ten-foot sight triangle at the intersection of the driveway, Chestnut Street, and the alley must be chain link, wrought iron, or another type of fencing that provides sufficient transparency for motorist and pedestrian visibility. Any landscaping within this sight triangle must be three feet in height or shorter.

Member Weaver expressed concerns about the funding arrangement. He asked if it is possible for petitioner to pay for the drainage and that the repaving may be a minor part of the cost, but it would be a good idea to have the whole alley uniform and all done at the same time.

Member Weaver is also not convinced that the petitioner should be paying for one piece of repaving in the alley.

Member Saletnik discussed the impact on the entire alley in relation to the required improvement adjacent to only the subject property.

Chairman Szabo swore in Maria Lomblad of 1382 Prospect Ave, Des Plaines, IL

Ms. Lomblad asked if the alley will be extended since the day care is located there and wanted confirmation if that belonged to the City. Staff confirmed "yes" this is City property.

Ms. Lomblad also asked about parking the cars. Will there be enough parking spaces for employees? She is concerned about the congestion and traffic.

Mr. Haures clarified that there will be five parking spots on the property and they only have three cars. No street parking is expected to be used.

Ms. Lomblad also inquired asked about hours of operation and when the construction is expected to finish.

Mr. Haures stated 7 a.m.-5 p.m. Construction expected to be completed by end of 2025.

Member Veremis inquired about weekend hours and Mr Haures confirmed no operations on Saturdays or Sundays.

Member Veremis suggested weekend hours be explicitly limited as part of the approval.

Chairman Szabo closed the public hearing and entertained a motion regarding the case.

Member Saletnik asked if there is any suggestion to change the verbiage on condition 1.

Member Veremis suggested an agreement with public works on drainage requirements.

Senior Planner Redman provided the following text encapsulating Member Weaver's intended alternative conditions:

1. Improvements of the portion of the alley and drainage along the rear frontage are required for approval of the Director of Public Works and Engineering.
2. Prior to issuance of a building permit, replacement of existing public sidewalks adjacent to this property deemed unsatisfactory must be demonstrated on plans, as determined by the Director of Public Works and Engineering or their designee.

A motion was made by Member Weaver and seconded by Member Saletnik to recommend approval of the conditional use to the City Council with the staff recommended conditions Nos.3-5 as written and amended conditions Nos. 1 and 2.

AYES: Bronakowski, Catalano, Fowler, Saletnik, Veremis, Weaver

NAYES: Szabo

ABSTAIN: None

MOTION CARRIED

CITY OF DES PLAINES

ORDINANCE Z - 25 - 24

AN ORDINANCE APPROVING A CONDITIONAL USE, MAJOR VARIATION, AND STANDARD VARIATION FOR 1387 PROSPECT AVENUE, DES PLAINES, ILLINOIS. (Case #24-052-CU-V).

WHEREAS, Vasiles Haures ("*Petitioner*") is the owner of the property commonly known as 1387 Prospect Avenue, Des Plaines, Illinois ("*Subject Property*") and located in the C-3 General Commercial District of the City ("*C-3 District*");

WHEREAS, the Subject Property is currently vacant and unimproved; 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 12-7-3.K of the Zoning Ordinance, the operation of a trade contractor uses are permitted in the C-3 District only with a conditional use permit approved by the City Council; and

WHEREAS, pursuant to Section 12-9-9.C.3 of the Zoning Ordinance, required loading spaces must be designed so as not to open onto or face a public right-of-way; and

WHEREAS, pursuant to Section 12-7-3.L of the Zoning Ordinance, lots located in the C-3 District that are adjacent to a residential district are required to provide a front yard setback equal to the front yard setback of the adjacent residential district; and

WHEREAS, the Petitioner desires to construct a building on the Subject Property located five feet from the front lot line and with a loading space facing the public alley right-of-way ("*Proposed Development*") and operate a trade contractor use on the Subject Property ("*Proposed Use*"); and

E

WHEREAS, pursuant to Sections 12-3-4 and 12-3-6 of the Zoning Ordinance, the Petitioner filed an application with the City for the approval of a (i) conditional use permit to allow the operation of the Proposed Use on the Subject Property ("*Proposed Conditional Use*"); (ii) a major variation from Section 12-9-9.C.3 of the Zoning Ordinance to allow a loading space to face the alley public right-of-way; and (iii) a standard variation from Section 12-7-3.L of the Zoning Ordinance to reduce the required front yard setback of the Subject Property from 25 feet to 5 feet (collectively (ii) and (iii) are the "*Requested Variations*") (collectively, the Proposed Conditional Use and the Variations are the "*Requested Relief*"); and

WHEREAS, the Petitioner's application for the Requested Relief 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 on October 22, 2024, pursuant to publication in the *Des Plaines Journal* on October 2, 2024; and

WHEREAS, notice of the public hearing was mailed to all property owners within 500 feet of the Subject Properties; 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 Sections 12-3-4 and 12-3-6 of the Zoning Ordinance, the Board filed a written report with the City Council on October 24, 2024, summarizing the testimony and evidence received by the PZB and stating the vote to recommend approval of the Requested Relief, subject to certain conditions; and

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

WHEREAS, the City Council has considered the written report of the PZB, the applicable standards for conditional uses and variations set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated November 7, 2024, and has determined that it is in the best interest of the City and the public to approve the Requested Relief 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 PROPERTIES. The Subject Property is legally described as:

THE EAST 6 FEET OF LOT 3 AND ALL LOTS 1 AND 2 IN BLOCK 1 IN BAKERS ADDITION TO RIVERVIEW IN THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 09-29-228-034-0000

Commonly known as 1387 Prospect Avenue, Des Plaines, Illinois

SECTION 3. APPROVAL OF CONDITIONAL USE PERMIT. Subject to and contingent upon the conditions, restrictions, limitations, and provisions set forth in Section 6 of this Ordinance, the City Council hereby grants the Proposed Conditional Use to allow the Proposed Use on the Subject Property. The Conditional Use Permit granted by this Ordinance is consistent with and equivalent to a "special use" as referenced in Section 11-13-25 of the Illinois Municipal Code, 65 ILCS 5/11-13-25.

SECTION 4. APPROVAL OF VARIATIONS. The City Council finds that the Requested Variations satisfy the standards set forth in Section 12-3-6.H of the Zoning Ordinance and, pursuant to the City's home rule powers, finds that the Requested Variations are otherwise necessary and appropriate. Subject to and contingent upon the conditions, restrictions, limitations, and provisions set forth in Section 6 of this Ordinance, the Requested Variations are hereby approved to allow the Proposed Development on the Subject Property.

SECTION 5. CONDITIONS OF APPROVAL. The approvals granted in Sections 3 and 4 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 Development, 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 5.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 Letter of Intent, prepared by the Petitioner, consisting of two pages, and dated September 25, 2024, a copy of which is attached to and, by this reference, made a part of this Ordinance as *Exhibit A*; and

2. The Site and Architectural Plans, prepared by Telos Architects, PLLC, consisting of 3 pages and dated February 2, 2024, a copy of which is attached to and, by this reference, made a part of this Ordinance as *Exhibit B* (“Plans”).

C. Additional Conditions.

1. Petitioner must make improvements to the portion of the alley abutting the Subject Property’s frontage as determined by the Director of Public Works and Engineering, if any, before the issuance of a business registration for the Subject Property.

2. Before a building permit will be issued for the Proposed Development, the Plans must be revised to show repair or replacement of the public sidewalks adjacent to the Subject Property that have been deemed unsatisfactory by the Director of Public Works and Engineering or their designee.

3. Petitioner must submit a turning radii exhibit demonstrating acceptable turning radiuses for loading/unloading, as determined by the Director of Public Works and Engineering or their designee, before a building permit will be issued for the Proposed Development

4. Loading and unloading of materials outside of the building is prohibited between the hours of 10:00 P.M. and 7:00 A.M. No loading and unloading may occur within any public rights-of-way.

5. Fencing installed within the ten-foot sight triangle at the intersection of the driveway on the Subject Property, Chestnut Street, and the alley must be chain link, wrought iron, or another type of fencing that provides sufficient transparency for motorist and pedestrian visibility. Any landscaping within this sight triangle must be three feet in height or shorter.

SECTION 7. 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 6 of this Ordinance, the approvals granted by Sections 3 and 4 of this Ordinance may be revoked after notice and hearing before the Zoning Administrator of the City, all in accordance with the procedures set forth in Section 12-4-7 of the Zoning Ordinance. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the C-3 District. Further, in the event of such revocation, 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 acknowledges that public notices and hearings have been held with respect to the adoption of this Ordinance, has considered the possibility of the revocation provided for in this

Section, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice and hearing required by Section 12-4-7 of the Zoning Ordinance is provided to the Petitioner.

SECTION 8. BINDING EFFECT; NON-TRANSFERABILITY. The privileges, obligations, and provisions of each and every section and requirement of this Ordinance are for and shall inure solely to the benefit of Petitioner. Nothing in this Ordinance shall be deemed to allow the Petitioner to transfer any of the rights or interests granted herein to any other person or entity without the prior approval of the City Council by a duly adopted amendment to this Ordinance.

SECTION 9. 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 10. EFFECTIVE DATE. This Ordinance and recordation of the annexation plat and annexation and development agreement shall be in full force and effect subject to:

- A. its passage and publication in pamphlet form in the manner required by law;
- B. the filing with the City Clerk by the Petitioner, not less than 60 days after the passage and approval of this Ordinance, of an unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance. 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 C*; and
- C. at the Petitioner's sole cost and expense, the recordation of this Ordinance together with such exhibits as the City Clerk deems appropriate, with the Office of the Cook County Recorder.
- D. In the event that the Petitioner does not file with the City Clerk a fully executed copy of the unconditional agreement and consent referenced in Section 10.B of this Ordinance, within 60

days after the date of passage of this Ordinance by the City Council, the City Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

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 for Conditional Use, and Variations for 1387 Prospect Avenue

General Hardwood Flooring Inc.

Letter of Intent for Conditional Use Permit and Building Permit

To: Planning and Zoning Board, Des Plaines, IL

From: Vasile Haures, President of General Hardwood Flooring Inc

Date: Sep 25, 2024

Subject: Conditional Use Permit and Building Permit Application - Hardwood Flooring Business

Dear Zoning Board Members,

I am writing to express my interest in establishing a hardwood flooring business, General Hardwood Flooring Inc, at 1387 Prospect in Des Plaines, Illinois. I have been the owner and operator of General Hardwood Flooring Inc for 18 years, specializing in the installation, sanding, refinishing, and repair of hardwood flooring.

Why Des Plaines?

We have chosen Des Plaines as the location for our new business due to several factors:

- **Thriving Community:** Des Plaines offers a vibrant community with a strong demand for high-quality home improvement services.
- **Strategic Location:** The proposed location provides excellent access to major transportation routes, facilitating efficient deliveries and customer service throughout the area.
- **Availability of Space:** The property at 1387 Prospect will offer ample space to accommodate our operations, including designated areas for showroom, workshop, and storage.

Our Business Operations:

- **Services:** We will provide a comprehensive range of hardwood flooring services, including installation, sanding, refinishing, repair, and potentially stain application.
- **Deliveries and Pick-Ups:** Deliveries of materials will be scheduled during off-peak hours (e.g., weekdays between 8-5) to minimize traffic disruption. We work with suppliers to deliver all the materials directly to customer home so wood floor can acclimate for 2 weeks prior installation.
- **Customer Interaction:** We anticipate a moderate level of customer traffic by appointment primarily for consultations, showroom visits, and pick-up/drop-off of materials for smaller jobs.
- **Fabrication:** Limited fabrication work may occur on-site, such as custom cutting of hardwood planks. However, the majority of our work will involve installation and finishing pre-made materials.
- **Employees:** We currently have 2 employees, 4 subcontractors and anticipate expanding this number as our business grows in Des Plaines.
- **Hours of Operation:** Our proposed hours of operation are 8-5 weekdays, 8-5 Saturdays, and closed on Sundays.

Commitment to the Community:

We are committed to being a responsible business neighbor in Des Plaines. We will prioritize practices that minimize noise, dust, and traffic congestion. Additionally, we plan to incorporate landscaping that complements the surrounding area.

We are confident that General Hardwood Flooring Inc will be a valuable asset to the Des Plaines community. We look forward to the opportunity to discuss our plans in more detail and answer any questions you may have.

Building Permit Considerations:

We understand the comments from the City regarding the building permit application and are prepared to address them as follows:

- **Loading:** Our current loading area design meet zoning ordinance requirements. We appreciate the addition of the variation request for off-street loading onto the alley. We will not be revising the plans at this time and will present the case for the variation at the public hearing.
- **Improvements to Lot and Alley:** We acknowledge the requirements from the Public Works and Engineering Department and will ensure these improvements, including full alley reconstruction with a storm sewer connection and a turning radii exhibit demonstrating acceptable maneuvering for loading/unloading, are demonstrated on the plans prior to building permit issuance.
- **Building Design Standards:** We understand the need for window transparency on street-facing elevations. We will review the attached markups and explore design revisions to meet the code section requirements. Alternatively, we may seek a minor variation from these standards after the PZB and Council review, if necessary.
- **Landscaping and Dumpster Enclosure:** We will incorporate landscaping and a dumpster enclosure into the plans prior to building permit issuance, if the case is approved. We will refer to the notes on the attached plans for specific requirements.

Parking Considerations:

We understand the concerns regarding on-site parking for customers and employees. Our new layout will include 5 stalls and 1 handicapped accessible parking. However, we will consider implementing the following strategies to manage parking:

- Showroom viewings by appointment only.

Thank you for your time and consideration.

Sincerely,

Vasile Haures

Owner, General Hardwood Flooring Inc

Contact Information:

- Phone: (773) 562-0396
- Email: generalflooring@gmail.com
-

GENERAL NOTES

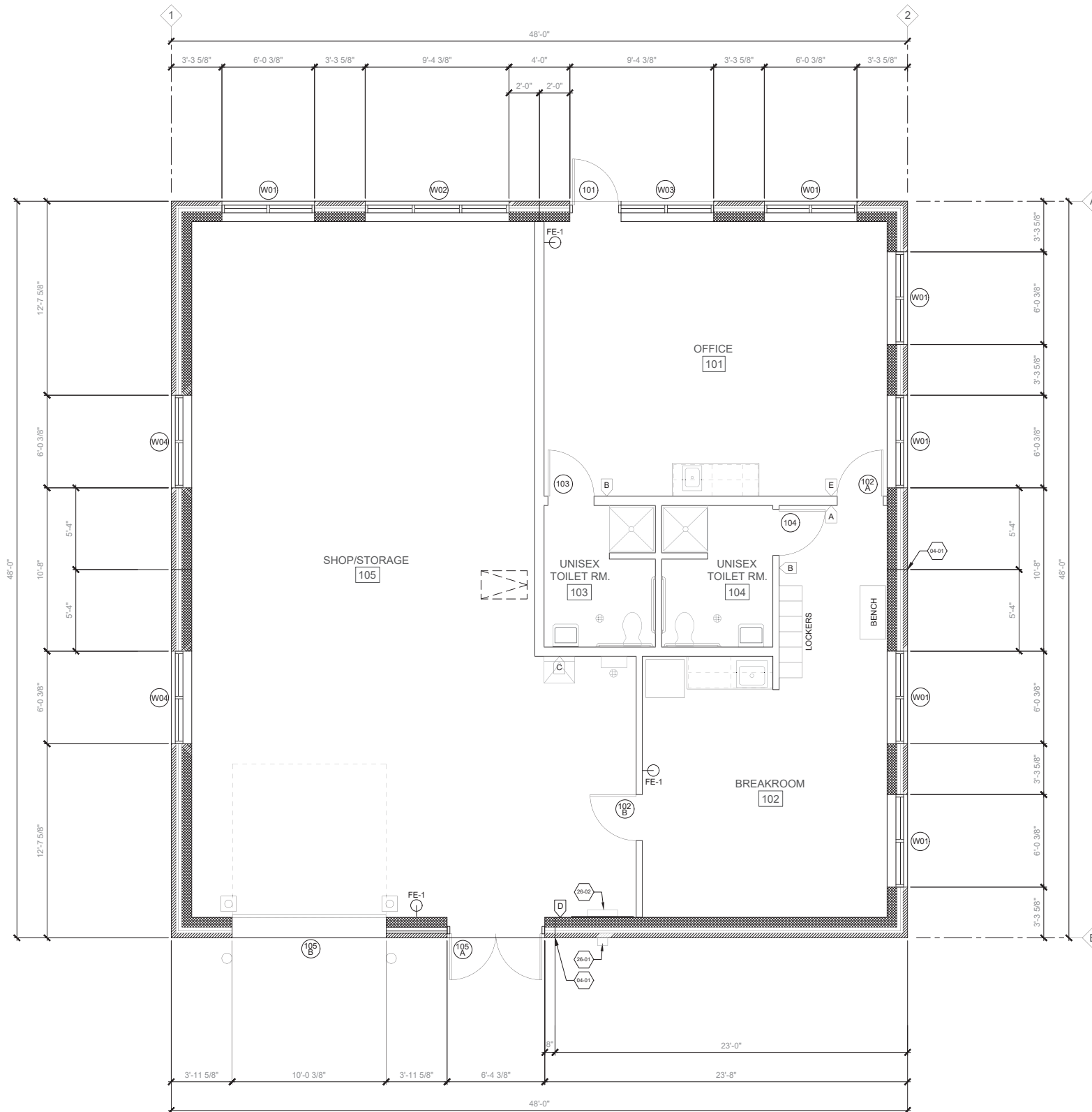
1. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS.
2. NUMBERS INDICATED WITH A "2" SHALL BE THE VARIABLE TO ADJUST TO EXISTING CONDITIONS.

FLOOR PLAN KEYNOTES

SHEET SYMBOLS

- DOOR TAG
- WINDOW TAG
- SHEET KEYNOTE TAG
- INTERIOR PARTITION TYPE TAG
- PARTITION/DOOR MOUNTED SIGN LOCATION
- FIRE EXTINGUISHER, SEE DETAIL #/A-000

GRAPHIC SCALE & ORIENTATION



1 GROUND FLOOR PLAN
 SCALE: 1/4"=1'-0"
 BUILDING AREA: 2,304 S.F.



CONSULTANT

OWNER

VASILE HAURES
 1980 PINE STREET
 DES PLAINES, ILLINOIS 60018
 (773) 562-0398

USER

PROJECT

HAURES BUILDING

SCOPE

**COMMERCIAL ONE-STORY
 TRADE CONTRACTOR
 OFFICE/SHOP**

ADDRESS

**1387 PROSPECT AVE.
 DES PLAINES, ILLINOIS 60018**

OWNER PROJ. NO.

N/A

#	DATE	REVISIONS/SUBMISSIONS
	08/26/2024	REVISION 3
	04/18/2024	REVISION 2
	03/04/2024	REVISION 1
	02/02/2024	ISSUED FOR STAFF REVIEW

GROUND FLOOR PLAN

TELOS PROJ. NO. 24-001	ISSUING DATE 02/02/2024
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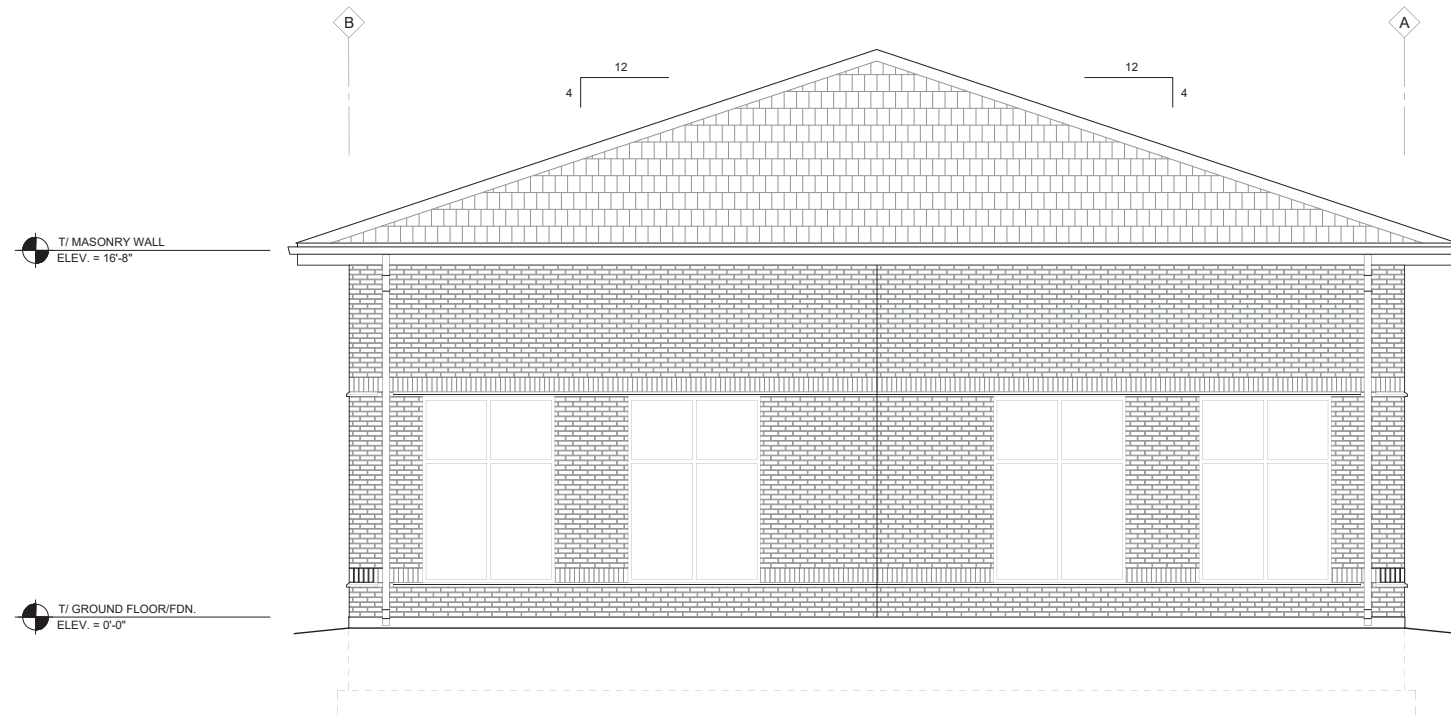
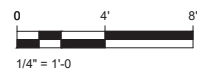
A-101

GENERAL NOTES

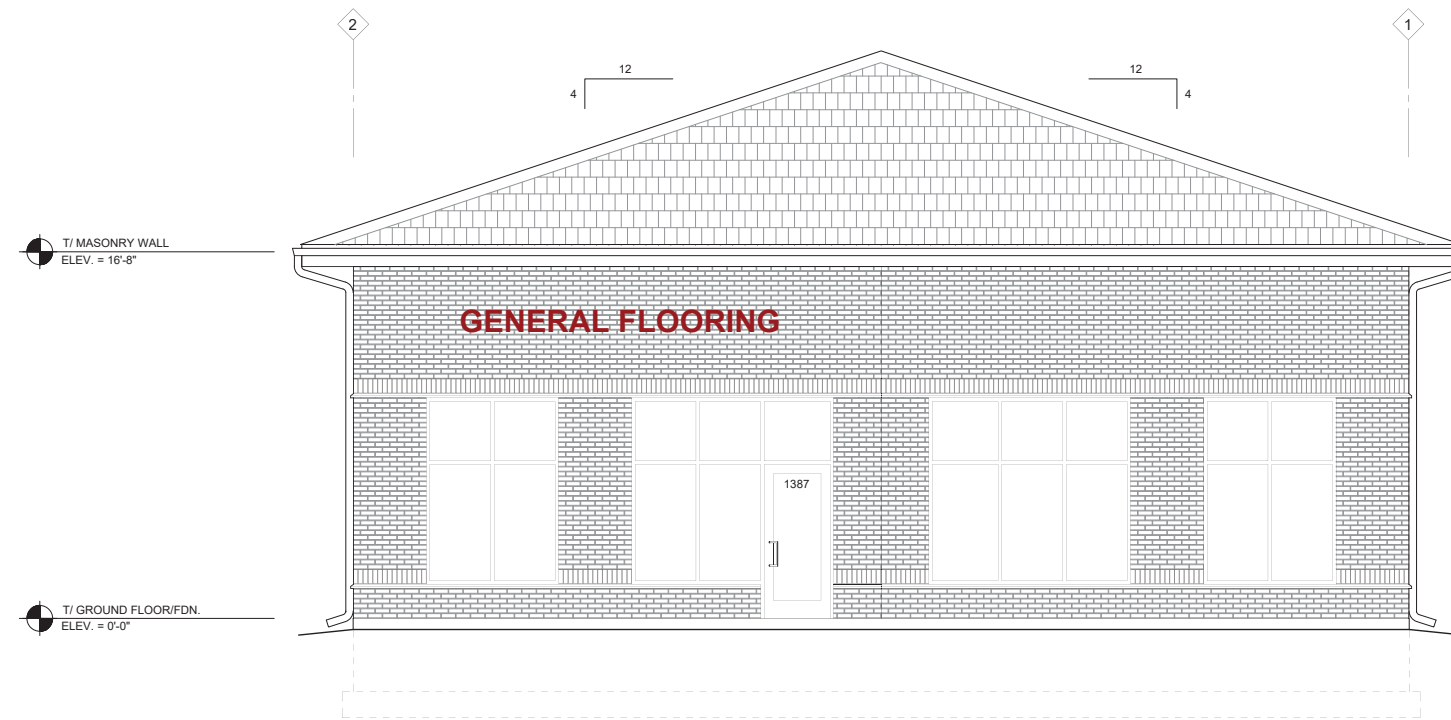
1. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS.
2. NUMBERS INDICATED WITH A "*" SHALL BE THE VARIABLE TO ADJUST TO EXISTING CONDITIONS.

ELEVATION KEYNOTES

GRAPHIC SCALE



2
A-200 **ELEV. - EAST FACADE**
SCALE: 1/4" = 1'-0"



1
A-200 **ELEV. - NORTH FACADE**
SCALE: 1/4" = 1'-0"

TELOS
ARCHITECTS, PLLC

Puckett, Daise, Davis

10 W. Campbell Street, Unit 2
Arlington Heights, Illinois 60005-1842

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+1.847.302.6177
Design Firm No. 184-008983

CONSULTANT

OWNER

VASILE HAURES

1980 PINE STREET
DES PLAINES, ILLINOIS 60018
(773) 562-0398

USER

PROJECT

HAURES BUILDING

SCOPE

**COMMERCIAL ONE-STORY
TRADE CONTRACTOR
OFFICE/SHOP**

ADDRESS

1387 PROSPECT AVE.
DES PLAINES, ILLINOIS 60018

OWNER PROJ. NO.

N/A

04/18/2024	REVISION 2	
03/04/2024	REVISION 1	
02/02/2024	ISSUED FOR STAFF REVIEW	
#	DATE	REVISIONS/SUBMISSIONS

EXTERIOR ELEVATIONS

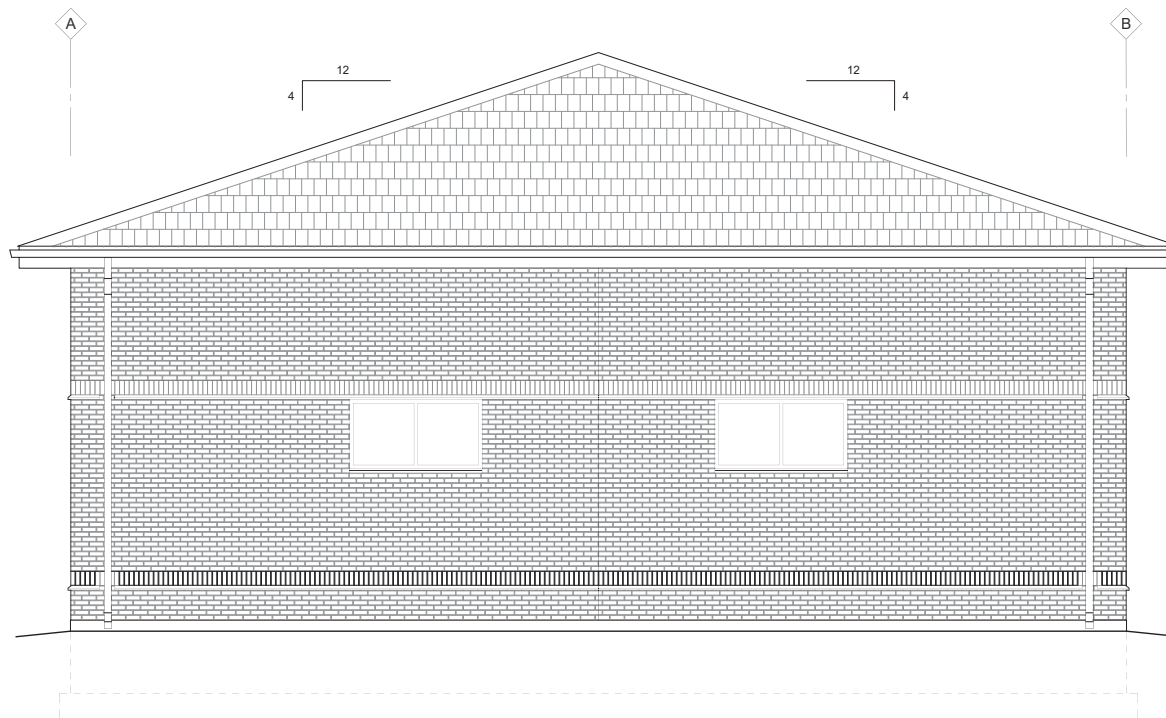
TELOS	ISSUING
PROJ. NO.	DATE
24-001	02/02/2024

A-200

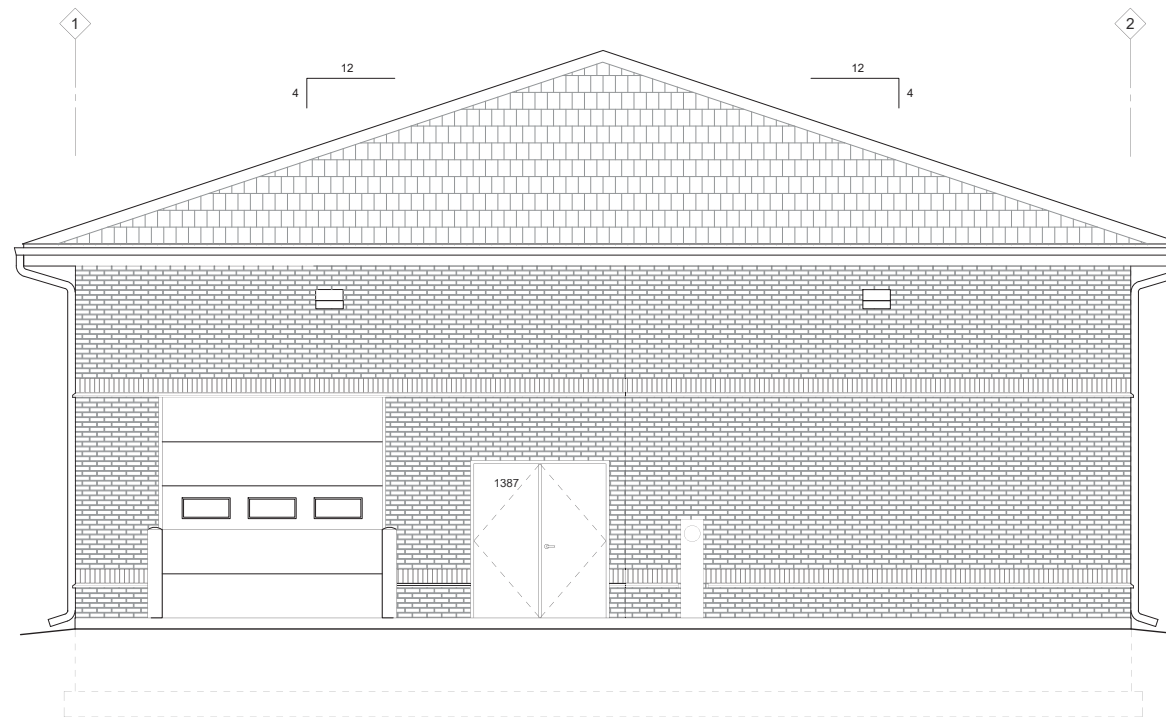
GENERAL NOTES

1. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS.
2. NUMBERS INDICATED WITH A "*" SHALL BE THE VARIABLE TO ADJUST TO EXISTING CONDITIONS.

ELEVATION KEYNOTES



2
A-201 **ELEV. - WEST FACADE**
SCALE: 1/4" = 1'-0"

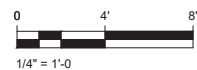


T/ MASONRY WALL
ELEV. = 16'-8"

T/ GROUND FLOOR/FDN.
ELEV. = 0'-0"

1
A-201 **ELEV. - SOUTH FACADE**
SCALE: 1/4" = 1'-0"

GRAPHIC SCALE



Puskas, Dabera, Orsini

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CONSULTANT

OWNER

VASILE HAURES

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(773) 562-0398

USER

PROJECT

HAURES BUILDING

SCOPE

**COMMERCIAL ONE-STORY
TRADE CONTRACTOR
OFFICE/SHOP**

ADDRESS

1387 PROSPECT AVE.
DES PLAINES, ILLINOIS 60018

OWNER PROJ. NO.

N/A

04/18/2024 REVISION 2

03/04/2024 REVISION 1

02/02/2024 ISSUED FOR STAFF REVIEW

DATE REVISIONS/SUBMISSIONS

EXTERIOR ELEVATIONS

TELOS PROJ. NO. 24-001	ISSUING DATE 02/02/2024
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A-201

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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;

Response: 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;

Response: 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 and redevelopment of available properties to accommodate industry growth.

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;

Response: Our proposed trade contractor building will be designed to harmonize with the surrounding historic district. The neighborhood primarily consists of two-story red brick buildings with pitched roofs and large storefront windows. Our building will be one stories tall and incorporate a modern facade with large windows to maintain a cohesive streetscape. Additionally, landscaping will include mature trees and native plants to create a visually appealing and environmentally friendly space that integrates seamlessly with the existing streetscape.

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

Response: Our Hardwood Flooring Business Operations:

Our primary business is the installation, sanding, refinishing, and repair of hardwood flooring. Sometimes a service comes with the product.

Deliveries of hardwood materials will typically occur during weekdays between 8-5 to minimize disruption.

Our regular business hours will be 8-5 on weekdays, and 8-5 on Saturdays.

We will be closed on Sundays.

Parking: We will designate a specific area on our rear property for employee parking and our vans to be parked inside the building to avoid using on-street parking during business hours.

We will incorporate landscaping around the building to enhance the aesthetics and create a visually appealing space.

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;

Response: We understand that the proposed use must be adequately served by essential public facilities and services. We will work with the relevant authorities to ensure all necessary services are in place.

Our business operations will not require any additional capacity from existing public facilities and services. We will utilize existing infrastructure for utilities, waste disposal, and public safety needs

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;

Response: This use is not anticipated to generate any additional burden on 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;

Response: Traffic: We will schedule deliveries during off-peak hours to minimize traffic congestion. Customer traffic will be minimal as most of our work is conducted on-site.

Noise: We will prioritize using muffled power tools whenever possible and schedule noisy work for less busy times to reduce noise disturbance.

Smoke, Fumes, and Odors: Our business does not involve any significant sources of smoke, fumes, or odors. Dust generated during operations will be controlled through dust collection systems and proper ventilation.

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

Response: Our property access is designed to minimize traffic on surrounding streets. We will primarily utilize the existing alley for deliveries and customer pick-up/drop-off. This reduces the number of vehicles entering and exiting onto the main road, minimizing congestion and ensuring smooth traffic flow for everyone.

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

Response: Our hardwood flooring business will not cause any destruction, loss, or damage to natural, scenic, or historic features of major importance. Our operations are contained within a building and will not impact any protected areas.

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

Response: With the requested standard variation to allow the building to be closer to the street, this conditional use would meet all regulations.

STANDARDS FOR VARIATIONS

In order to understand your reasons for requesting a variation, please answer the following items completely and thoroughly (two to three sentences each). Variation applicants must demonstrate that special circumstances or unusual conditions prevent them from following the specific regulations of their zoning district. Applicants must prove that the zoning regulations, in combination with the uncommon conditions of the property, prevents them from making any reasonable use of the land. Keep in mind that no variation may be granted that would adversely affect surrounding properties or the general neighborhood.

1. **Hardship:** No variation shall be granted pursuant to this subsection H unless the applicant shall establish that carrying out the strict letter of the provisions of this title would create a particular hardship or a practical difficulty.

Response: This is a smaller commercial lot located in a primarily commercial area. Most of the commercial parcels in this neighborhood are not located adjacent to a residential use and do not have to meet the setback requirements. This limits the size and location of the building on the property.
2. **Unique Physical Condition:** The subject lot is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure, or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject lot that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot.

Response: This property is located in a commercial zoning district and adjacent to one single family residential use to the west. This property is also smaller than many commercial properties and has remained vacant for a significant period of time due to the size limitations. Reducing the setback allows for this building to be developed with the proposed building and operate as a commercial space, which is what is intended for the C-3, General Commercial zoning district.
3. **Not Self-Created:** The aforesaid unique physical condition is not the result of any action or inaction of the owner or its predecessors in title and existed at the time of the

enactment of the provisions from which a variance is sought or was created by natural forces or was the result of governmental action, other than the adoption of this title.

Response: The property owner purchased this property with the existing zoning and size and did not create the uniqueness or hardship.

4. Denied Substantial Rights: The carrying out of the strict letter of the provision from which a variance is sought would deprive the owner of the subject lot of substantial rights commonly enjoyed by owners of other lots subject to the same provision.

Response: If this variation reducing the required distance of the building to the property line is not granted, it limits the amount of the property that can be developed with a building.

5. Not Merely Special Privilege: The alleged hardship or difficulty is neither merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely the inability of the owner to make more money from the use of the subject lot.

Response: Most other commercial buildings are located the same distance from the property line in this neighborhood as the proposed development. Therefore, this would not grant the property owner special privilege.

6. Title And Plan Purposes: The variation would not result in a use or development of the subject lot that would be not in harmony with the general and specific purposes for which this title and the provision from which a variation is sought were enacted or the general purpose and intent of the comprehensive plan.

Response: This development would be in harmony with the remainder of the zoning ordinance and would need to meet all applicable zoning, building, and other municipal codes prior to construction.

7. No Other Remedy: There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject lot.

Response: The other remedy would be reducing the footprint of the building or moving the building backwards.

This positioning allows us to maximize usable space within the building for our hardwood flooring operations. Having more space allows for efficient workflow, improved storage capacity for materials, and potentially a dedicated loading/unloading area within the building itself. A closer location to the property line facilitates a more efficient use of the existing alley for deliveries and customer pick-up/drop-off. This minimizes the need for maneuvering large vehicles on the main road and reduces overall traffic impact.

8. Minimum Required: The requested variation is the minimum measure of relief necessary to alleviate the alleged hardship or difficulty presented by the strict application of this title.

Response: Yes, this is the minimum relief necessary.

EXHIBIT D

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Vasiles Haures ("*Petitioner*") applied to the City of Des Plaines for the approval of: (i) conditional use for a trade contractor use; (ii) standard variation to reduce the required front yard; and (iii) a major variation to allow the loading space to face a public way (alley) (collectively, the "*Requested Relief*"); and

WHEREAS, Ordinance No. Z-25-24 adopted by the City Council of the City of Des Plaines on _____, 2024 ("*Ordinance*"), grants approval of the Requested Relief, subject to certain conditions; and

WHEREAS, Petitioner desires to evidence to the City its unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in the Ordinance, and the Owner desires to evidence its consent to recording the Ordinance against the Subject Property;

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

1. Petitioner shall, and does hereby, unconditionally agree to, accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of the Ordinance.
2. Petitioner acknowledges and agrees that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's review and approval of any plans for the Subject Property, or the issuance of any permits for the use and development of the Subject Property, and that the City's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure Petitioner against damage or injury of any kind and at any time.
3. Petitioner acknowledges that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the procedures required by Section 12-4-7 of the City's Zoning Ordinance are followed.

4. Petitioner agrees to and does hereby hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with: (a) the City's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Subject Property, and (d) the performance by Petitioner of its obligations under this Unconditional Agreement and Consent.

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:

VASILE HAURES

By: _____

By: _____

SUBSCRIBED and **SWORN** to
before me this _____ day of
_____, 2024.

Notary Public


**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT**

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

MEMORANDUM

Date: November 7, 2024

To: Dorothy Wisniewski, City Manager

From: Jonathan Stytz, AICP, Senior Planner

Cc: Jeff Rogers, Director of Community and Economic Development

Subject: **New Operator for Auto Service Repair Use:** Change in Operator for Previously Approved Auto Service Repair Use in the C-3 District at 607 E. Oakton Street, Case #23-055-CU (5th Ward)

Issue: The petitioner is requesting an amendment to Ordinance Z-31-23 to transfer the conditional use permit for an auto service repair use in the C-3 zoning district at 607 E. Oakton Street to Gil's Auto Center, LLC.

Petitioner: Gil's Auto Center LLC (Representative: Gilberto Diaz Cordova, 3741 Bluebird Lane, Rolling Meadows, IL 60008)

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

Case Number: 23-055-CU

PIN: 09-30-202-008-0000

Ward: #5, Alderman Carla Brookman

Existing Zoning: C-3, General Commercial District

Existing Land Use: Auto Service Repair use

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

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

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

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

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

On November 20, 2023, the City Council approved a conditional use permit for an auto service repair for Mykola Tsakhniv representing BOGO Shop, the previous lessee. Since then, the previous lessee has addressed the conditions in Ordinance Z-31-23 and installed the necessary improvements based on City Council’s approval as illustrated in the attached Site and Context Photos. However, in early October 2024, staff was contacted by the petitioner requesting a change in the operation of the approved auto service repair use on the subject property. Aside from the change in the operator noted in the attached ordinance, the petitioner does not propose any changes to the approvals in Ordinance Z-31-23.

Request Description:

Overview

The petitioner has requested an amendment to Ordinance Z-31-23 to transfer the conditional use permit for an auto service repair use in the C-3 zoning district at 607 E. Oakton Street to Gil’s Auto Center LLC. The subject property is located in the C-3 General Commercial district on the southeast corner of Oakton Street and Wolf Road and contains a stand-alone building with a surface parking area. The subject property is currently accessed by two existing curb cuts, one from Oakton Street and Wolf Road.

Business Operations

Gil’s Auto Center will be open Monday through Friday from 8:00 a.m. to 5:00 p.m., Saturdays from 8 a.m. to 2 p.m., and will be closed on Sundays. Their services will include: (i) routine maintenance (e.g., oil changes, tire rotations, etc.); (ii) engine and transmission replacement; (iii) brakes; (iv) suspension and steering; (v) exhaust replacements and repairs; (vi) welding; (vii) electrical; and (viii) A/C and heating system servicing. A maximum of two employees will be present on site at a given time. For more information, please see the attached Project Narrative for Gil’s Auto Center.

City Council Action

Pursuant to Section 12-3-4.D.4 of the Zoning Ordinance, the City Council has final authority to approve, approve with modifications, or deny the request, which is part of Ordinance Z-26-24. Should the City Council vote to approve the transfer of the conditional use to Gil’s Auto Center LLC, the petitioner will be responsible to adhere to the approvals associated with Ordinance Z-31-23, which is attached for reference.

Attachments:

- Attachment 1: Ordinance Z-31-23
- Attachment 2: Site and Context Photos
- Attachment 3: Project Narrative for Gil’s Auto Center

Ordinance Z-26-24

- Exhibit A: Unconditional Agreement and Consent

CITY OF DES PLAINES

ORDINANCE Z - 31 - 23

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 1. RECITALS. The recitals set forth above are incorporated herein by reference and made a part hereof, the same constituting the factual basis for the approval of the Conditional Use Permit.

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

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

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

PIN: 09-30-202-008-0000

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

SECTION 3. APPROVAL OF CONDITIONAL USE PERMIT. Subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 4 of this Ordinance, the City Council hereby grants the Petitioner the Conditional Use Permit to allow the Proposed Use on the Subject Property in the C-3 District. The Conditional Use Permit granted by this Ordinance is consistent with and equivalent to a "special use" as referenced in Section 11-13-25 of the Illinois Municipal Code, 65 ILCS 5/11-13-25.

SECTION 4. CONDITIONS. The approval granted in Section 3 of this Ordinance shall be, and is hereby, expressly subject to and contingent upon the following conditions, restrictions, limitations, and provisions of this Section 4:

A. **Compliance with Law and Regulations.** The development, use, operation, and maintenance of the Subject Property by the Petitioner and the Owner must comply with all applicable City codes and ordinances, as the same have been or may be amended from time to time, except to the extent specifically provided otherwise in this Ordinance.

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

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

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

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

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

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

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

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

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

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

2. A minimum five-foot wide perimeter landscape area must be installed along the perimeter of the south parking area and the east property line as shown on the Site Plan.

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

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

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

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

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

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

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

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

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

SECTION 5. FAILURE TO COMPLY WITH CONDITIONS.

A. Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with, or resists the enforcement of, any of the provisions of this Ordinance shall be fined not less than \$75.00 or more than \$750.00 for each offense. Each and every day that a violation of this Ordinance is allowed to remain in effect shall constitute a complete and separate offense. In addition, the appropriate authorities of the City may take such other action as they deem proper to enforce the terms and conditions of this Ordinance, including, without limitation, an action in equity to compel compliance with its terms. Any person, firm or corporation violating the terms of this Ordinance shall be subject, in addition to the foregoing penalties, to the payment of court costs and reasonable attorneys' fees.

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

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

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

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

- A. its passage, approval and publication in pamphlet form as provided by law;
- B. the filing with the City Clerk by the Petitioner and the Owner, not less than 60 days after the passage and approval of this Ordinance, of an unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance. Said unconditional agreement and consent shall be in substantially the form attached to, and by this reference made a part of, this Ordinance as *Exhibit H*; and
- C. at the Petitioner's sole cost and expense, the recordation of this Ordinance together with such exhibits as the City Clerk deems appropriate, with the Office of the Cook County Recorder.
- D. In the event that the Petitioner and the Owner do not file with the City Clerk a fully executed copy of the unconditional agreement and consent referenced in Section 11.B of this Ordinance, within 60 days after the date of passage of this Ordinance by the City Council, the City Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

PASSED this 20th day of November, 2023.

APPROVED this 20th day of November, 2023.

VOTE: AYES 8 NAYS 0 ABSENT 0



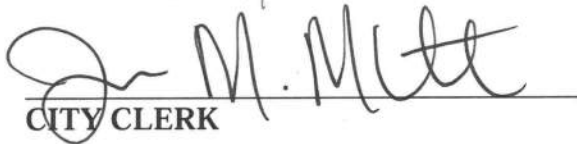
MAYOR

ATTEST:



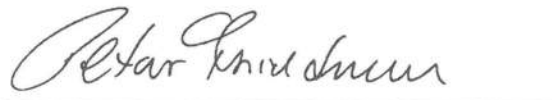
CITY CLERK

Published in pamphlet form this
21st day of November, 2023.



CITY CLERK

Approved as to form:



Peter M. Friedman, General Counsel

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

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

CERTIFICATE

I, Jessica M. Mastalski, certify that I am the duly elected and acting Municipal Clerk of the City of Des Plaines, Cook County, Illinois.

I further certify that on November 20, 2023, the Corporate Authorities of such municipality passed and approved Ordinance Z-31-23, AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR AN AUTO SERVICE REPAIR USE AT 607 E. OAKTON STREET, DES PLAINES, ILLINOIS (CASE #23-055-CU) provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance Z-31-23 was posted in the municipal building commencing on November 21, 2023 and continuing for at least 10 days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the Municipal Clerk.

DATED at Des Plaines, Illinois, this 21st day of November, 2023.

(SEAL)



Jessica M. Mastalski, City Clerk

*Per the provisions of 65 ILCS 5/3.1-20-5
Of the Illinois Compiled Statutes (2006)

CITY OF DES PLAINES

ORDINANCE Z-31-23

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

ADOPTED ON NOVEMBER 20, 2023
BY THE CITY COUNCIL
OF THE
CITY OF DES PLAINES

Published in pamphlet form by authority of the City Council of the City of Des Plaines,
Cook County, Illinois, on this 21st day of November, 2023

EXHIBITS

EXHIBIT A: PROJECT NARRATIVE

EXHIBIT B: ARCHIECTURAL SITE PLAN

EXHIBIT C: PROPOSED ELEVATIONS

EXHIBIT D: PROPOSED FLOOR PLAN

EXHIBIT E: RENDERINGS

EXHIBIT F: LANDSCAPE PLAN

EXHIBIT G: PHOTOMETRIC PLAN

EXHIBIT H: UNCONDITIONAL AGREEMENT AND CONSENT (next page)

PROJECT NARRATIVE

Welcome to BOGO Shop: Your Trusted Car Mechanics Shop

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

Expertise and Experience:

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

Facility:

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

Open Hours

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

Comprehensive Services:

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

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

Customer-Centric Approach:

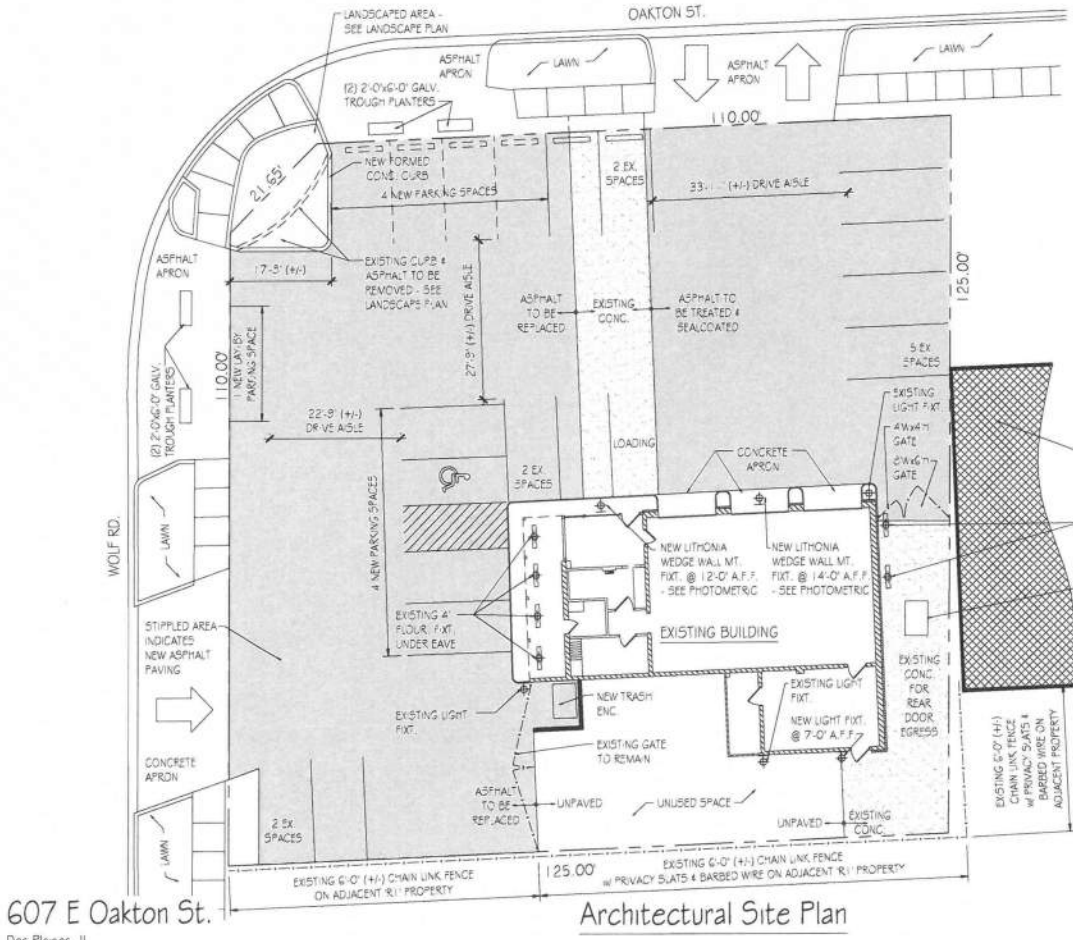
At BOGO Shop, we prioritize customer satisfaction above all else. Our friendly and transparent approach ensures that you're well-informed about the repairs your vehicle requires. We'll walk you through the diagnosis, explain recommended repairs, and offer competitive pricing options.

Quality and Integrity:

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

Convenience and Comfort:

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



BUILDING AREA SUMMARY:
 TOTAL GROSS AREA: 1,591 SQ/FT

OFF STREET PARKING REQ.:
 MIN. PARKING SPACES REQUIRED: 8

EXISTING 5x18 SPACES TO REMAIN: 11
 NEW 8x18 SPACES: 7
 NEW 7x20 LAY-BY SPACES (0'): 1
 8 x 18 ACCESSIBLE SPACES w/ 8' AISLE: 1

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

TOTAL PROPOSED PARKING: 20 SPACES

SITE PLAN LEGEND:

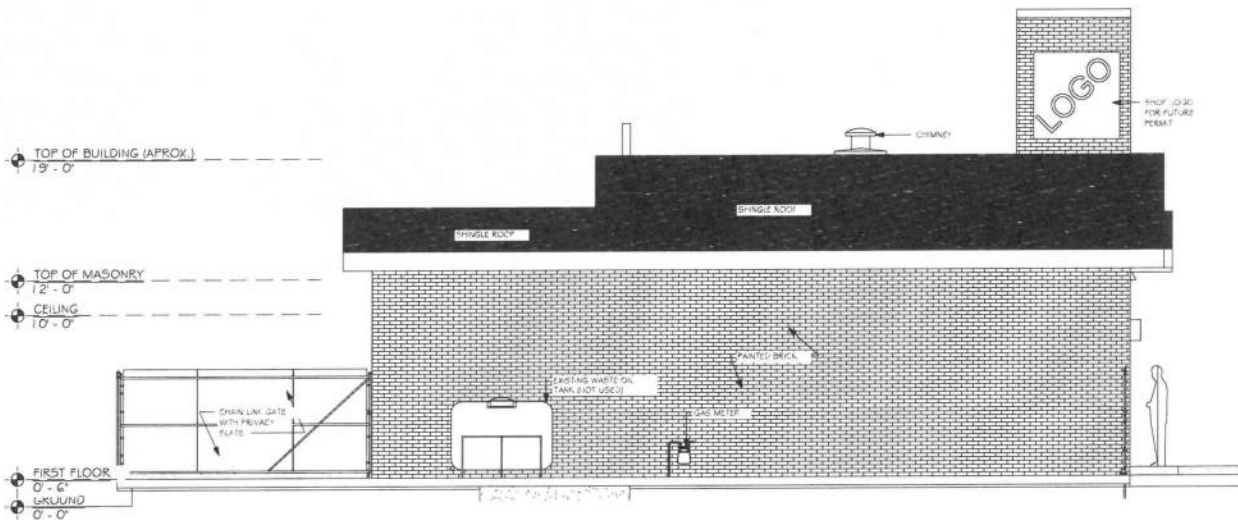
- ASPHALT
- EXISTING CONCRETE TO REMAIN

0' 16' 24' 32'

Kioxin
 The Cure for Common Architecture
 1/02/2023 © 2023

607 E Oakton St.
 Des Plaines, IL

Architectural Site Plan

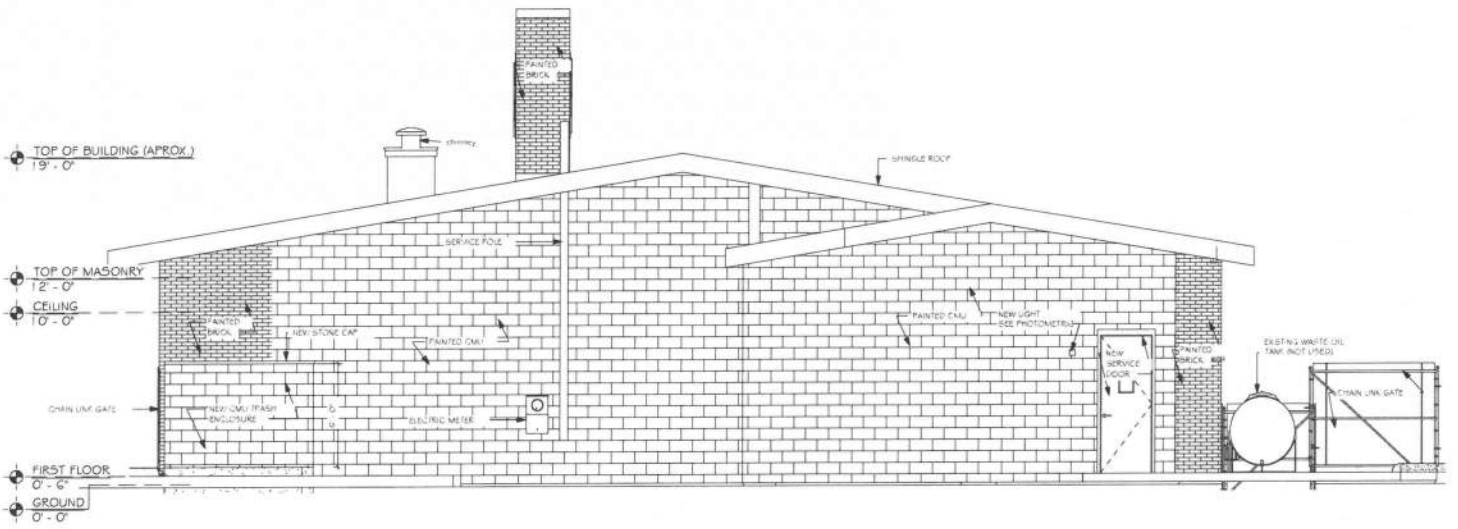


607 E Oakton St.
Des Plaines, IL

East Elevation



Kioxin
 The Cure for Common Architecture
 10/02/2023 © 2023

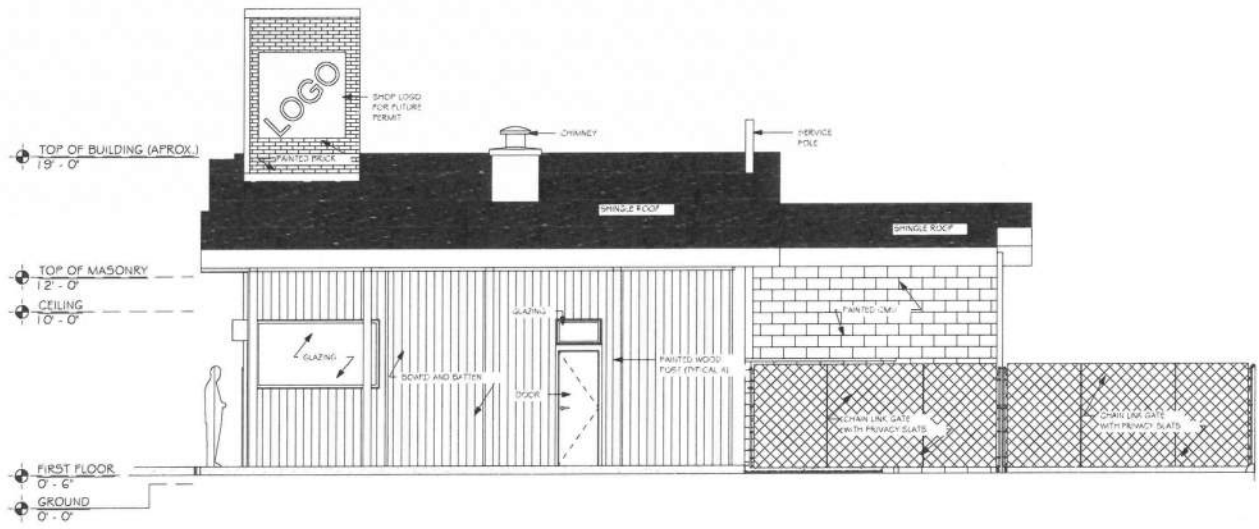


607 E Oakton St.
Des Plaines, IL

South Elevation



Kioxin
The Cure for Common Architecture
10/02/2023 © 2023

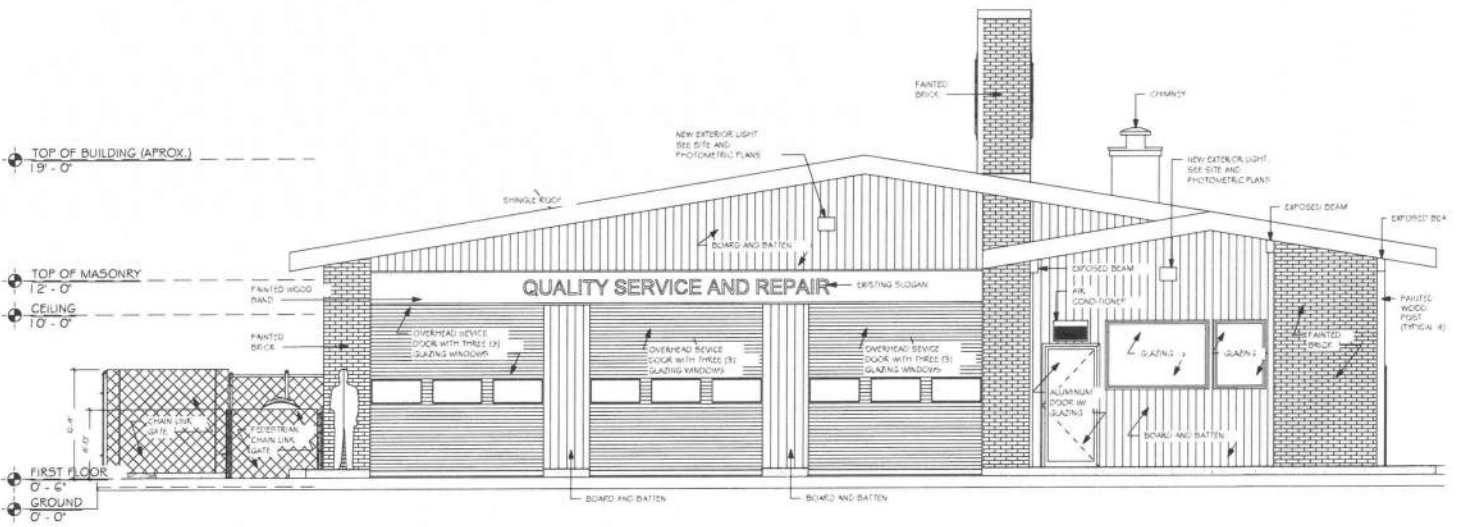


607 E Oakton St.
Des Plaines, IL

Wolf Rd Elevation



Kioxin
 The Cure for Common Architecture
 10/02/2023 © 2023

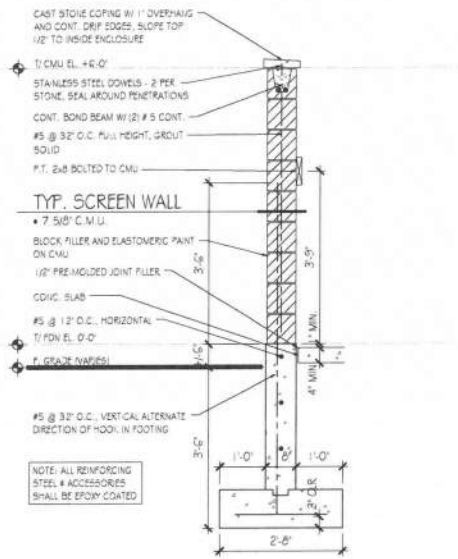


607 E Oakton St.
Des Plaines, IL

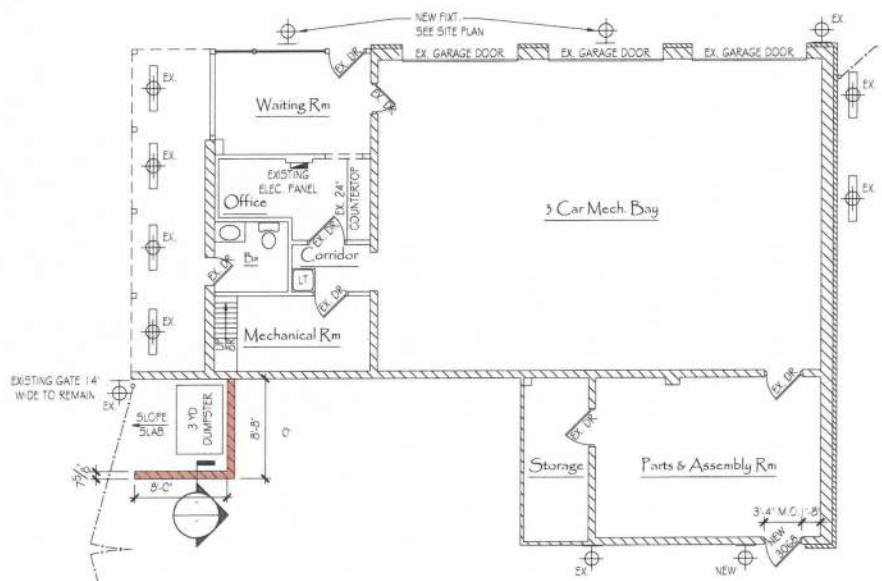
Oakton St Elevation


 The Cure for Common Architecture
 10/02/2023 © 2023





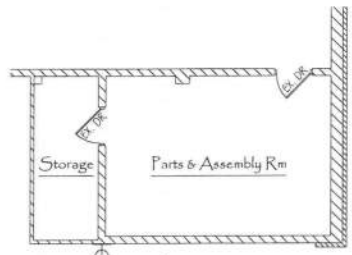
Typ. Trash Enclosure Section



Proposed Floorplan



Partial Existing Floorplan



Kioxin
 The Cure for Common Architecture
 10/02/2023 © 2023

607 E Oakton St.
 Des Plaines, IL



607 E Oakton St.
Des Plaines, IL

Rendering 'A'

Kioxin
The Cure for Common Architecture
10/02/2023 © 2023



607 E Oakton St.
Des Plaines, IL

Rendering 'B'

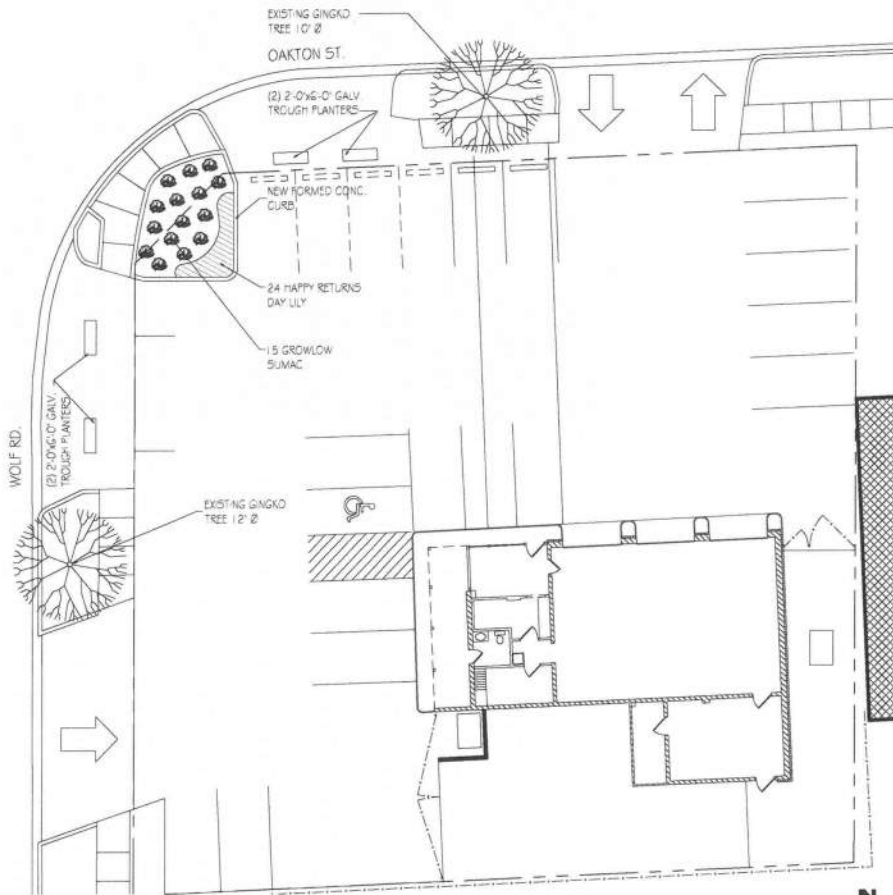
Kioxin
The Cure for Common Architecture
10/02/2023 © 2023



607 E Oakton St.
Des Plaines, IL

Rendering 'C'

Kioxin
The Cure for Common Architecture
10/02/2023 © 2023



607 E Oakton St.
Des Plaines, IL

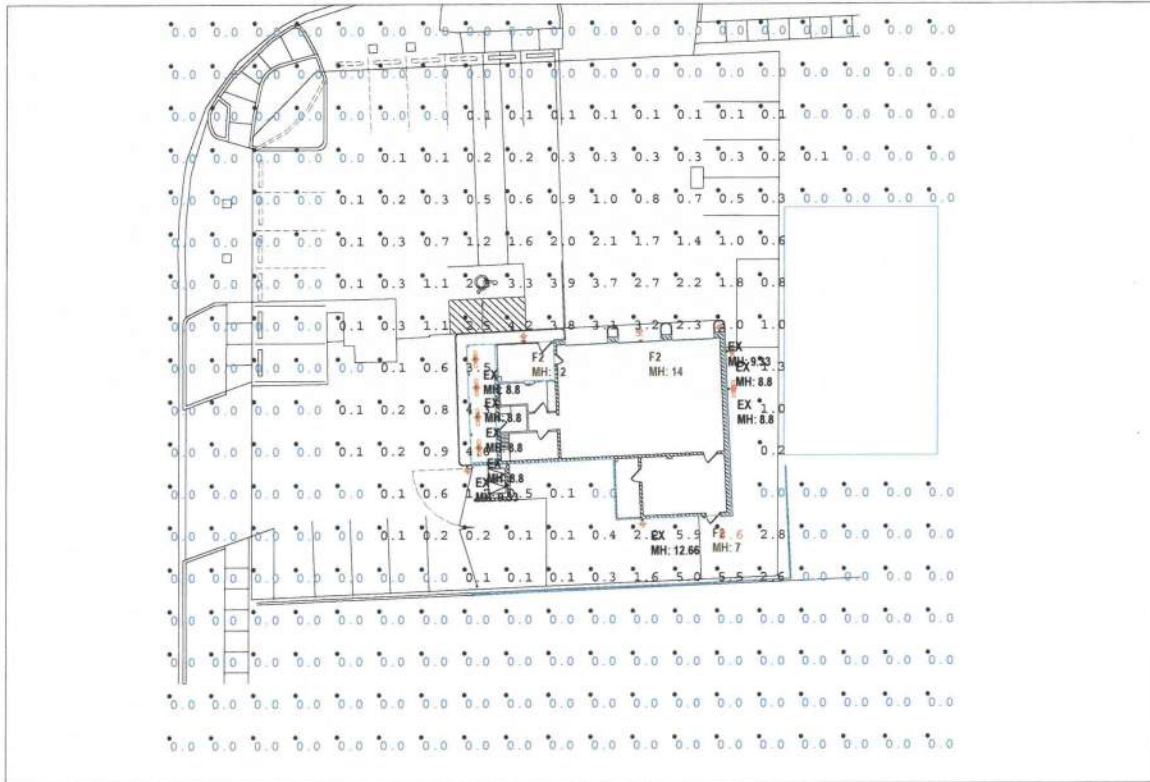
Landscape Plan

0' 16' 24' 32'

Kioxin

The Cure for Common Architecture
10/02/2023 © 2023





Luminaire Schedule							
Symbol	Qty	Label	Arrangement	LUF	Lumens	Watts	Description
□	3	F2	Single	0.950	722	12	Existing
□	3	F2	Single	0.950	4402	46.6589	WGDJ3 LED P4 30K 70CR TFFM

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts: 1		Illuminance	6.42	8.6	0.0	N.A.	N.A.

***This document contains confidential and proprietary information of KSA Lighting & Controls. This document may only be used by or for the benefit of KSA Lighting & Controls representatives and customers. This lighting layout is not a professional engineering drawing and is provided for informational purposes only, without warranty as to accuracy, completeness, reliability or otherwise. KSA Lighting & Controls is not responsible for specifying the light fixture or illumination requirements for any specific project, nor is it responsible for meeting municipal or building code requirements. It is the obligation of the end user to consult with a professional engineering advisor to determine whether the lighting layout meets the applicable project requirements for lighting system performance, safety, usability and effectiveness for use in a particular application. Field verification is recommended when calculations are based on end user or customer provided information. End-user environment and application (including, but not limited to, voltage variation and dirt accumulation) can cause actual field performance to differ from the calculated photometric performance represented in the lighting layout. In no event will KSA Lighting & Controls be responsible for any loss resulting from any use of this drawing.

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

Drawn By: Ben Foster
 Date: 07/20/2023
 Page: 14 of 1

EXHIBIT G

UNCONDITIONAL AGREEMENT AND CONSENT

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

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

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

WHEREAS, Ordinance No. Z-31-23 adopted by the City Council of the City of Des Plaines on November 20, 2023 ("**Ordinance**"), grants approval of a conditional use permit to allow an auto service repair establishment on the Subject Property, subject to certain conditions; and

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

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

1. Owner and Petitioner hereby unconditionally agree to accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. Z-31-23, adopted by the City Council on November 20, 2023.
2. Owner and Petitioner acknowledge and agree that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's review and approval of any plans for the Subject Property, or the issuance of any permits for the use and development of the Subject Property, and that the City's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure Owner and Petitioner against damage or injury of any kind and at any time.
3. Owner and Petitioner acknowledge that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the procedures required by Section 12-4-7 of the City's Zoning Ordinance are followed.

4. Petitioner agrees to and does hereby hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the City's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Subject Property, and (d) the performance by Petitioner of its obligations under this Unconditional Agreement and Consent.

MYKOLA TSAKHNIIV

By: 

Print Name and Title:

Mykola Tsakhniiv Lessee

ATTEST:



Print Name and Title:

Laura Fast, Deputy Clerk

607 OAKTON, LLC

By: 

Print Name and Title:

JOHN ARGIANAS

ATTEST:



Print Name and Title:

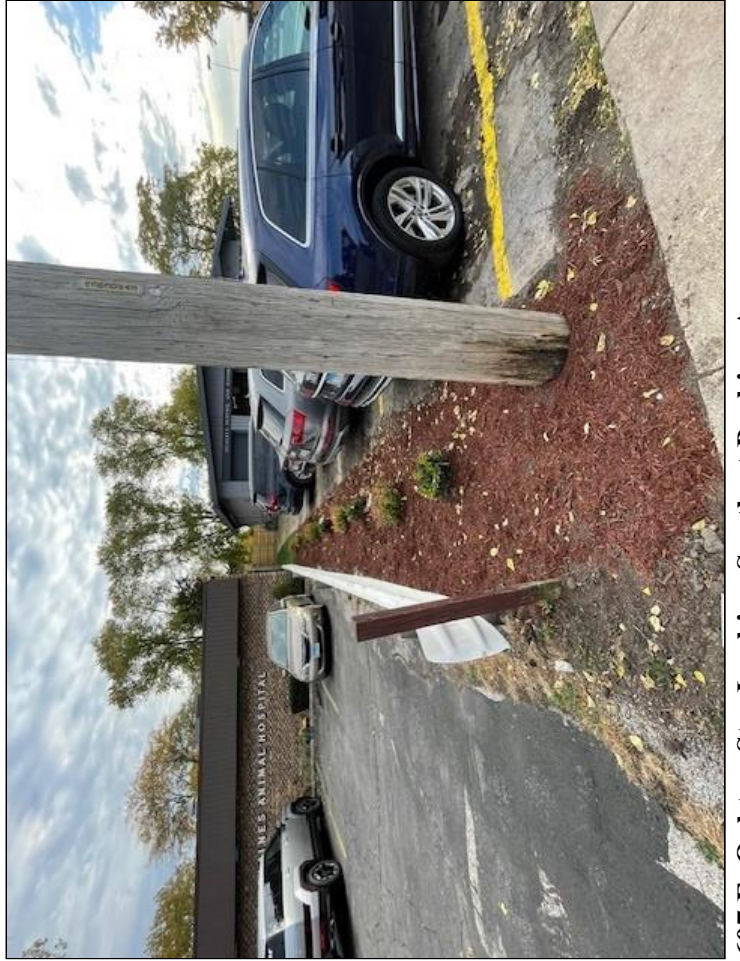
Laura Fast, Deputy Clerk



607 E. Oakton St – SE Corner of Oakton St/Wolf Rd Intersection



607 E. Oakton St – Looking East at Fence & Dumpster Enclosure



607 E. Oakton St – Looking South at Parking Area



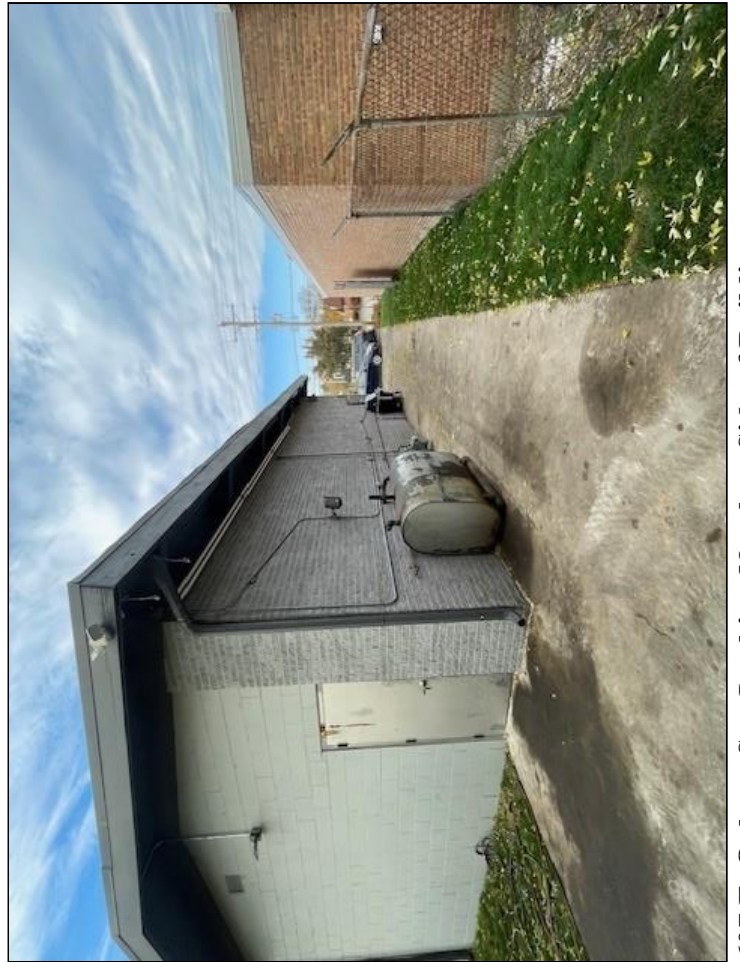
607 E. Oakton St – Looking East at Parking Area & Front of Building



607 E. Oakton St – Planter Boxes at Northern Curb Cut



607 E. Oakton St – Planter Boxes at Northwestern Curb Cut



607 E. Oakton St – Looking North at Side of Building



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

2024 BUSINESS PLAN/ PROJECT NARRATIVE
Gil's Auto Center
Des Plaines, IL, 60016

The Company

Gil's Auto Center has operated for 8 years.

The Ownership

The Company is structured as a sole proprietorship.

The Management

The Company is managed by Gilberto Diaz Cordova.

The Landlord

The Company will be responsible to obligations stated in the lease agreement with Landlord.

The Municipality

The Company shall comply with all requirements from the City of Des Plaines in connection with operations of The Company.

The Goals and Objectives

To build on existing customer base and expand total revenue to create annual growth of a minimum of 15% every year.

The Services

Maintenance, Tires, Brakes, Steering and Suspension, Exhaust Replacements or Repairs, Welding, Engine and Transmission Replacement, Electrical, HVAC, AC repairs

The Target Market

Vehicle owners and drivers.

Pricing Strategy

Flat fee for most services. Labor intensive jobs to be billed hourly.

Operations

Monday through Friday 8am-5pm and Saturday 8am-2pm. Closed Sunday.

Staffing

The Company will employ one to two full-time employees (mechanic and service advisor) in the initial startup phase.

Suppliers

Various tool distributors and auto part stores.

CITY OF DES PLAINES

ORDINANCE Z - 26 - 24

AN ORDINANCE AMENDING ORDINANCE Z-31-23 TO TRANSFER THE CONDITIONAL USE PERMIT FOR AN AUTO SERVICE REPAIR USE AT 607 E. OAKTON STREET, DES PLAINES, ILLINOIS TO GILS AUTO CENTER LLC (Case #23-055-CU).

WHEREAS, on November 20, 2023, the City Council adopted Ordinance No. Z-31-23 (“*Approval Ordinance*”), approving a conditional use permit (“*Conditional Use Permit*”) to allow the operation of an auto service repair use (“*Proposed Use*”) on the property consisting of one lot of record totaling 0.36 acres and commonly known as 607 E. Oakton Street, Des Plaines, Illinois (“*Subject Property*”); and

WHEREAS, pursuant to Section 6 of Approval Ordinance, the Conditional Use Permit was issued to the benefit of the Petitioner, Mykola Tsakhniv, and may not be transferred to any other person or entity without an amendment to the Approval Ordinance approved by the City Council; and

WHEREAS, Gils Auto Center LLC is the current lessee of the Subject Property and desires to operate the Proposed Use on the Subject Property subject to all of the terms and conditions set forth in the Approval Ordinance; and

WHEREAS, Gils Auto Center LLC applied to the City for an amendment to the Approval Ordinance so that it may operate the Proposed Use on the Subject Property; and

WHEREAS, the City Council has determined that it is in the best interest of the City and the public to amend the Approval Ordinance in accordance with the provisions of this Ordinance;

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

SECTION 1. RECITALS. The recitals set forth above are incorporated herein by reference and made a part hereof, the same constituting the factual basis for the approval of the Conditional Use Permit.

SECTION 2. AMENDMENT TO THE APPROVAL ORDINANCE. Ordinance No. Z-31-23 is hereby amended so that Gils Auto Center LLC is the “*Petitioner*”. All references to “Petitioner” in the Approval Ordinance now refer to Gils Auto Center LLC.

SECTION 3. EFFECT; NON-TRANSFERABILITY. The privileges, obligations, and provisions of each and every section and requirement of the Approval Ordinance, as amended, are for and shall inure solely to the benefit of Gils Auto Center LLC. Nothing in this Ordinance or the Approval Ordinance shall be deemed to allow Gils Auto Center LLC, as 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 the Approval Ordinance. All terms, conditions, and restrictions of the Approval Ordinance not expressly amended by this Ordinance remain in full force and effect.

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 the occurrence of the following:

- A. its passage, approval and publication in pamphlet form as provided by law;
- B. the filing with the City Clerk by Gils Auto Center LLC, 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 A*; and
- C. at Gils Auto Center LLC'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.

EXHIBIT A

UNCONDITIONAL AGREEMENT AND CONSENT

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

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

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

WHEREAS, Ordinance No. Z-31-23 ("**Approval Ordinance**") granted approval of a conditional use permit to allow an auto service repair establishment on the Subject Property, subject to certain conditions; and

WHEREAS, Ordinance No. Z-26-24 ("**Ordinance**") amended the Approval Ordinance to name Gils Auto Center LLC as the "Petitioner" and authorize Gils Auto Center to operate an auto service repair establishment on the Subject Property in accordance with the Approval Ordinance; and

WHEREAS, Petitioner desires to evidence its unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in said Approval Ordinance and Ordinance;

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

1. Petitioner hereby unconditionally agree to accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of the Approval Ordinance and the Ordinance.
2. Petitioner acknowledges and agrees that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's review and approval of any plans for the Subject Property, or the issuance of any permits for the use and development of the Subject Property, and that the City's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure Petitioner against damage or injury of any kind and at any time.
3. Petitioner acknowledges that the process to adopt the Ordinance was proper, has considered the possibility of the revocation provided for in the Approval Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the procedures required by Section 12-4-7 of the City's Zoning Ordinance are followed.

4. Petitioner agrees to and does hereby hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the City's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Approval Ordinance and 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.

GILS AUTO CENTER LLC

By: _____

Print Name and Title: _____

ATTEST:

Print Name and Title: _____

D. In the event that Gils Auto Center LLC does not file with the City Clerk a fully executed copy of the unconditional agreement and consent referenced in Section 5.B of this Ordinance, within 60 days after the date of passage of this Ordinance by the City Council, the City Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

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


**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT**

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

MEMORANDUM

Date: November 7, 2024

To: Dorothy Wisniewski, City Manager

From: Jonathan Stytz, AICP, Senior Planner JS

Cc: Jeff Rogers, Director of Community and Economic Development JR

Subject: **New Operator for Auto Service Repair Use:** Change in Operator for Previously Approved Auto Service Repair Use in the C-3 District, Case #24-032-CU (8th Ward)

Issue: The petitioner is requesting an amendment to Ordinance Z-17-24 to transfer the conditional use permit for an auto service repair use in the C-3 zoning district at 1263 Elmhurst Road to Beacon Auto Repair LLC.

Petitioner: Beacon Auto Repair LLC (Representative: Luis Ordenes, 1113 E. 86th Street, Suite 106, Indianapolis, IN 46240)

Owner: Brotherhood Real Estate Partnership LLC, 1263 Elmhurst Road, Des Plaines, IL 60018

Case Number: 24-032-CU

PIN: 08-24-300-015-0000

Ward: #8, Alderman Mike Charewicz

Existing Zoning: C-3, General Commercial District

Existing Land Use: Auto service repair use

Surrounding Zoning: North: C-3, General Commercial District
South: C-3, General Commercial District
East: R-1, Single Family Residential District
West: I1, Commercial (Village of Mount Prospect)

Surrounding Land Use: North: Vacant building (former Church)
South: Auto Service Repair business (commercial)
East: Single Family Residences
West: Multi-tenant Commercial buildings (commercial)

Street Classification: Elmhurst Road is an other principal arterial road under Illinois Department of Transportation (IDOT) jurisdiction.

Comprehensive Plan : Commercial is the recommended use for this property.

Zoning/Property History: Based on city records, the subject property was annexed in 1965. Aerial imagery indicates that the front, one-story portion of the existing building on the subject property was constructed around 1974 for use as a quick service restaurant. In 2002, the building was remodeled for an auto service repair use. In 2004, the rear, two-story portion of the building was constructed for use as a storage area for A&T Automotive. A&T Automotive closed in 2021 and the subject property has been vacant since.

On September 3, 2024, the City Council approved a conditional use permit for an auto service repair for Ahmet Polat representing C3 Autos, the previous lessee. Since then, the previous lessee has addressed some of the conditions in Ordinance Z-17-24 and is currently installing improvements based on City Council’s approval as illustrated in the attached Site and Context Photos. However, in late October 2024, staff was contacted by the petitioner requesting a change in the operation of the approved auto service repair use on the subject property. Aside from the change in the operator noted in the attached ordinance, the petitioner does not propose changes to the approvals in Ordinance Z-17-24.

Request Description:

Overview

The petitioner has requested an amendment to Ordinance Z-17-24 to transfer the conditional use permit for an auto service repair use in the C-3 zoning district at 1263 Elmhurst Road to Beacon Auto Repair. The subject property is an interior lot located along Elmhurst Road that contains a single building with a surface parking area and single access point.

Business Operations

Beacon Auto Repair will be open Monday through Friday from 8:00 a.m. to 5:00 p.m., Saturday from 8 a.m. to 4 p.m., and closed on Sundays. Their services include automotive repair and maintenance services, such as: (i) oil changes; (ii) brake repairs; (iii) diagnostic checks; and (iv) exhaust repairs. A maximum of four employees will be present on site at a given time. For more information, please see the attached Project Narrative for Beacon Auto Repair.

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 request. The Council may approve, approve with modifications, or deny the request, which is part of Ordinance Z-27-24. Should the City Council decide to approve the transfer of the conditional use to Beacon Auto Repair LLC, the petitioner will be responsible to adhere to the approvals associated with Ordinance Z-17-24, which is attached for reference.

Attachments:

- Attachment 1: Ordinance Z-17-24
- Attachment 2: Site and Context Photos
- Attachment 3: Project Narrative for Beacon Auto Repair

Ordinance Z-27-24

- Exhibit A: Unconditional Agreement and Consent

CITY OF DES PLAINES

ORDINANCE Z - 17 - 24

AN ORDINANCE APPROVING CONDITIONAL USE PERMIT FOR AN AUTO SERVICE REPAIR USE AT 1263 ELMHURST ROAD, DES PLAINES, ILLINOIS. (Case #24-032-CU).

WHEREAS, Brotherhood Real Estate Partnership LLC ("**Owner**") is the owner of the property commonly known as 1263 Elmhurst Road, Des Plaines, Illinois ("**Subject Property**"), which is located in the C-3 General Commercial of the City ("**C-3 District**"); and

WHEREAS, the Subject Property is improved with surface parking area and a commercial building consisting of a one-story service bay and waiting area and two-story office and storage area ("**Commercial Building**"); and

WHEREAS, Ahmet Polat ("**Petitioner**") proposes to utilize the Subject Property for the purpose of operating an auto service repair use within the Commercial Building ("**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, pursuant to Section 12-7-3.K of the Zoning Ordinance, auto service repair 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 Petitioner filed, with the consent of the Owner, an application with the City for the approval of conditional use permit to allow the Proposed Use on the Subject Property ("**Proposed Conditional Use Permit**"); and

WHEREAS, the Petitioner' applications for the 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' application, a public hearing was held by the Planning and Zoning Board of the City ("**PZB**") was held on July 23, 2024, pursuant to publication in the *Des Plaines Journal* on July 3, 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 July 30, 2024, summarizing the testimony and evidence received by the Board and stating its recommendation, voting 6-0 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, variations, and map amendments set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated August 8, 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 Requested Relief.

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

THE SOUTH 80 FEET OF THE NORTH 480 FEET OF THE WEST 266 FEET OF THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTH OF A LINE 50 FEET SOUTH OF AND PARALLEL WITH THE CENTERLINE OF ALGONQUIN ROAD AND WHICH LIES 50 FEET EAST OF AND PARALLEL WITH THE CENTER LINE OF ELMHURST ROAD IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1263 ELMHURST ROAD, DES PLAINES, ILLINOIS.

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 Proposed Conditional Use Permit to allow the Proposed Use 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 approval granted in Section 3 of this Ordinance is expressly subject to and contingent upon compliance by the Petitioner and the Owner 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 Use 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 Project Narrative, prepared by the Petitioner, 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 Plan, prepared by Anka Builders & Construction, consisting of one sheet, with a latest revision date of May 22, 2024, a copy of which is attached to and, by this reference, made a part of this Ordinance as *Exhibit B ("Site Plan")*; and

3. The Floor Plans, prepared by Anka Builders & Construction, consisting of one sheet, with a latest revision date of May 22, 2024, a copy of which is attached to and, by this reference, made a part of this Ordinance as *Exhibit C*.

C. Additional Conditions.

1. Crack-sealing and sealcoating of the parking area on the Subject Property must be completed and the parking spaces must be painted on the property to match the approved Site Plan before the City will issue a certificate of occupancy. A revised parking striping plan may be approved by the Community and Economic Development Department if the plans meet requirements of Section 12-9-6 and Site Plan Review standards pursuant to Section 12-3-2.B.

2. Inoperable vehicles may not be parked or stored outdoors on the Subject Property except vehicles that are actively being serviced as part of the Proposed Use. Vehicles may only be parked in striped spaces on the Subject Property.

3. A maximum of four service bays are allowed on the Subject Property for the life of Conditional Use Permit.

4. Auto body related activities are prohibited on the Subject Property unless this conditional use is amended or a new conditional use permit is authorizing such activities is approved.

5. The sale and display of motor vehicles or the parking of vehicles unrelated to the Proposed Use is prohibited at all times on the Subject Property.

6. Used tires may only be stored on the Subject Property is located inside the Commercial Building, a dumpster, a fully enclosed fence enclosure, or a permitted accessory structure. A contract with a tire disposal company must be provided to City staff, or an affidavit must be signed attesting that no used tires will be stored on site.

7. The Petitioner must obtain the Des Plaines Fire Department's review and written approval of all proposed waste oil removal arrangements and practices for the Subject Property before the City will issue a building permit for work at the Subject Property.

8. The dumpster on the Subject Property must be stored inside the Commercial Building or within a dumpster enclosure in compliance with Section 12-10-11 of the Zoning Ordinance at all times.

9. Any and all City Code violations must be brought into compliance to the satisfaction of City staff prior to the issuance of any business registration to allow the operation of 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 either of the Petitioner or the Owner fails to develop or maintain the Subject Property in accordance with the plans submitted, the requirements of the Zoning Ordinance, or the conditions set forth in Section 6 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-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 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*; and
3. at the Petitioner' sole cost and expense, the recordation of this Ordinance together with such exhibits as the City Clerk deems appropriate, with the Office of the Cook County Recorder.

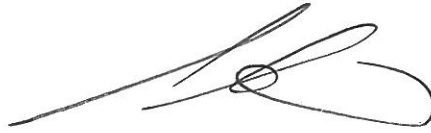
B. In the event that the Petitioner and the Owner do not file with the City Clerk a fully executed copy of the unconditional agreement and consent referenced in Section 8.A of this Ordinance, within 60 days after the date of passage of this Ordinance by the City Council, the City Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

PASSED this 3rd day of September, 2024

APPROVED this 3rd day of September, 2024.

VOTE: Ayes 8 Nays 0 Absent 0

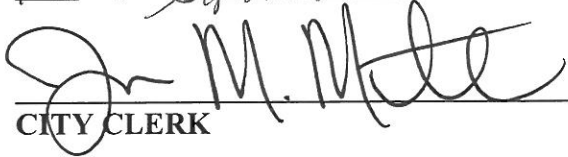


MAYOR

ATTEST:


CITY CLERK

Published in pamphlet form this
4th day of September, 2024.


CITY CLERK

Approved as to form:



Peter M. Friedman, General Counsel

CITY OF DES PLAINES

ORDINANCE Z-17-24

AN ORDINANCE APPROVING CONDITIONAL USE PERMIT FOR AN AUTO
SERVICE REPAIR USE AT 1263 ELMHURST ROAD, DES PLAINES IL
(CASE#24-032-CU)

ADOPTED ON SEPTEMBER 3, 2024
BY THE CITY COUNCIL
OF THE
CITY OF DES PLAINES

Published in pamphlet form by authority of the City Council of the City of Des Plaines,
Cook County, Illinois, on this 4th day of September 2024

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

CERTIFICATE

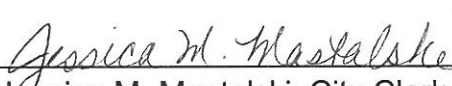
I, Jessica M. Mastalski, certify that I am the duly elected and acting Municipal Clerk of the City of Des Plaines, Cook County, Illinois.

I further certify that on September 3, 2024, the Corporate Authorities of such municipality passed and approved Ordinance Z-17-24, AN ORDINANCE APPROVING CONDITIONAL USE PERMIT FOR AN AUTO SERVICE REPAIR USE AT 1263 ELMHURST ROAD, DES PLAINES IL (CASE#24-032-CU) provided by its terms that it should be published in pamphlet form.


The pamphlet form of Ordinance Z-17-24 was posted in the municipal building commencing on September 4, 2024 and continuing for at least 10 days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the Municipal Clerk.

DATED at Des Plaines, Illinois, this 4th day of September 2024.

(SEAL)



Jessica M. Mastalski, City Clerk

By: 

Laura Fast, Deputy City Clerk

*Per the provisions of 65 ILCS 5/3.1-20-5
Of the Illinois Compiled Statutes (2006)

PROPOSED EXIHBITS

EXHIBIT A: PROJECT NARRATIVE

EXHIBIT B: SITE PLAN

EXHIBIT C: FLOOR PLANS

EXHIBIT D: UNCONDITIONAL AGREEMENT AND CONSENT (next page)

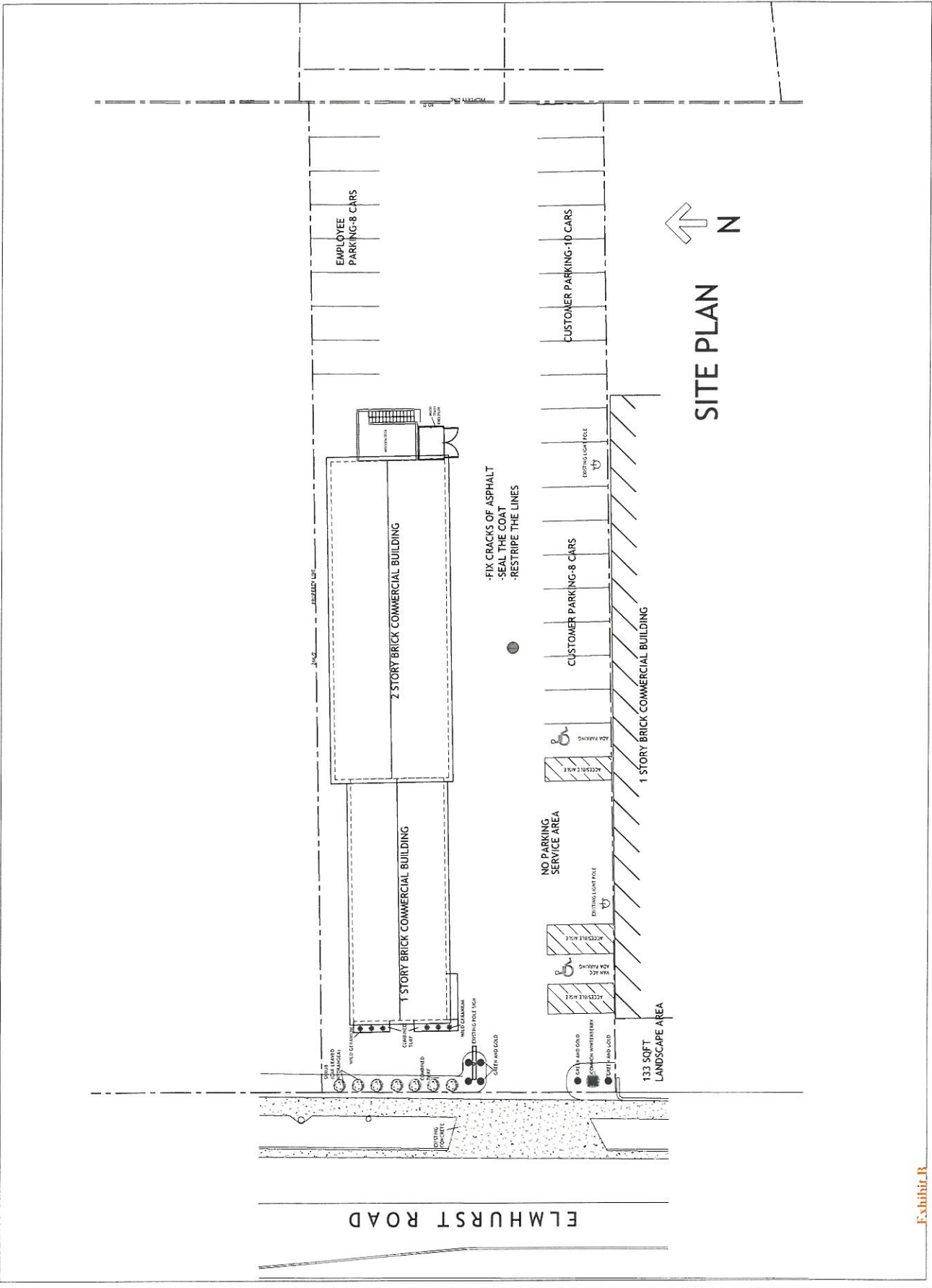
C3 AUTOS CORP.

PROJECT NARRATIVE

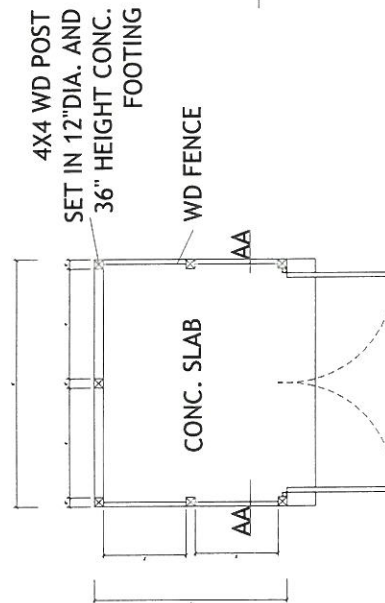
APPLYING FOR CONDITIONAL USE;

C3 Autos Corp will be operating Monday thru Friday between the hours 8:00 AM and 5:00 PM, Saturday between 9:00 AM and 3:00 PM and will have 2 Managers, 4 Laborers working in the building.

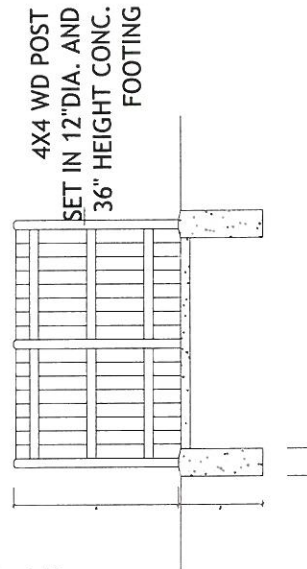
ANS BUILDERS & CONSTRUCTION 5000 NEWPORT DRIVE SUITE 207 ROLLINGHEADS 60018 IL	PROJECT NAME AT AUTO REPAIR SHOP & OFFICE 1263 ELMHURST RD, DES PLAINES, IL 60018	SHEET TITLE SITE PLAN	DATE 8/7/2024	SCALE 1'-0"=3/32"	SHEET A1
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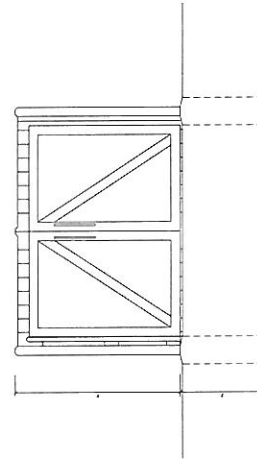
LANDSCAPE SCHEDULE			
LEGEND	NUMBER	COMMON NAME	SIZE
	7	SHRUB (OAK-LEAVED HYDRANGEA)	
	6	GROUND COVER (GREEN AND GOLD)	
	1	SHRUB (COMMON WINTERBERRY)	
	6	GROUND COVER (WILD GERANIUM)	
		GRASS SEED-COMBINED TURF	



TRASH ENCLOSURE PLAN



TRASH ENCLOSURE SECTION AA



TRASH ENCLOSURE FRONT ELEVATION

PROJECT NAME AT AUTO REPAIR SHOP & OFFICE 1263 ELMHURST RD, DES PLAINES, IL 60018	SHEET TITLE LANDSCAPE DETAILS	DATE 8/7/2024	SCALE 1'-0"=1/2"	SHEET A2
ANNA BUILDERS & CONSTRUCTION 600 NEWPORT SQUARE SUITE 207 ROLLINGMEADOWS 60084				

KNO BUILDERS CONSTRUCTION
 1263 ELMHURST RD, SUITE 207
 ROLLING MEADOWS, ILLINOIS 60018

PROJECT NAME
 AT AUTO REPAIR SHOP & OFFICE
 1263 ELMHURST RD, DES PLAINES, IL 60018

SHEET TITLE
 FLOOR PLANS

DATE
 5/22/2024

SCALE
 1'-0" = 1/8"

SHEET
 A1

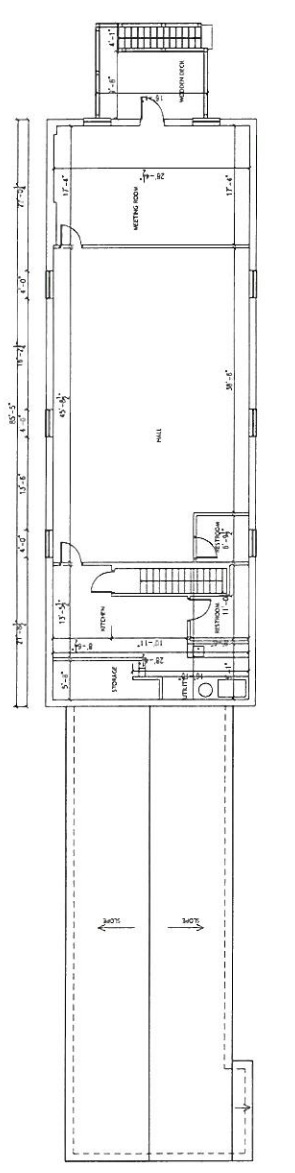
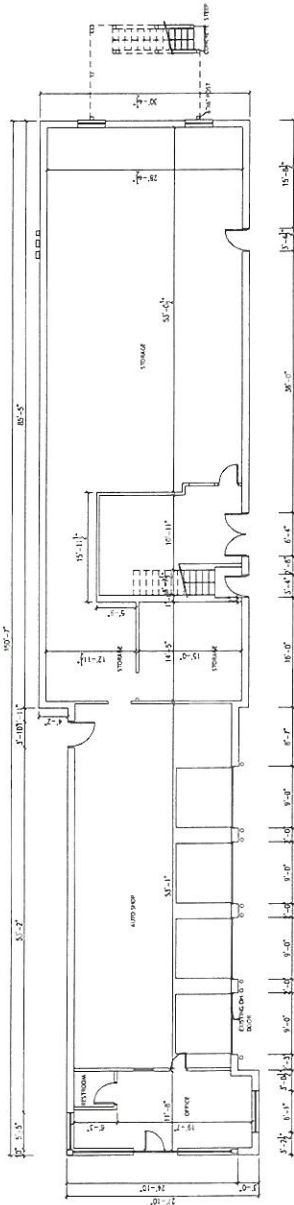


Exhibit C

EXHIBIT D

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Brotherhood Real Estate Partnership LLC ("*Owner*") is the owner of the property commonly known as 1263 Elmhurst Road, Des Plaines, Illinois ("*Subject Property*"), which is located in the C-3 General Commercial of the City ("*C-3 District*"); and

WHEREAS, the Subject Property is improved with surface parking area and a commercial building consisting of a one-story service bay and waiting area and two-story office and storage area ("*Commercial Building*"); and

WHEREAS, Ahmet Polat ("*Petitioner*") proposes to utilize the Subject Property for the purpose of operating an auto service repair use within the Commercial Building ("*Proposed Use*"); and

WHEREAS, Ordinance No. Z-17-24 adopted by the City Council of the City of Des Plaines on _____, 2024 ("*Ordinance*"), grants approval of the conditional use permit to allow the operation of the Proposed Use on the Subject Property, subject to certain conditions; and

WHEREAS, the Owner and the Petitioner 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 Petitioner and the Owner do hereby agree and covenant as follows:

1. The Petitioner 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 Petitioner 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 Petitioner or the Owner against damage or injury of any kind and at any time.
3. The Petitioner 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 Petitioner agrees to and do hereby hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with: (a) the City's review and approval

of any plans and issuance of any permits, (b) the 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 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:

AHMET POLAT

By: Laura Fast

By: ~~Ahmet~~

Print name: Laura Fast

Print Name: Ahmet Polat

Its: Deputy Clerk

Its: Maneger

ATTEST:

**BROTHERHOOD REAL ESTATE
PARTNERSHIP LLC**

By: Laura Fast

By: ~~Pasa Ege~~

Print name: Laura Fast

Print Name: PASA EGE

Its: Deputy Clerk

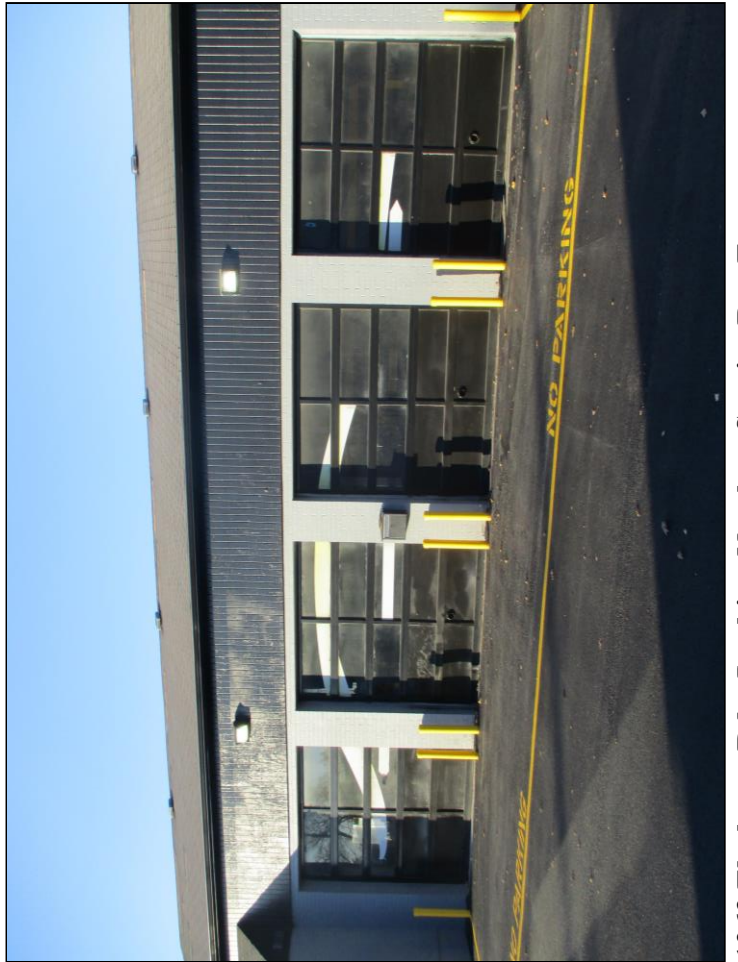
Its: OWNER



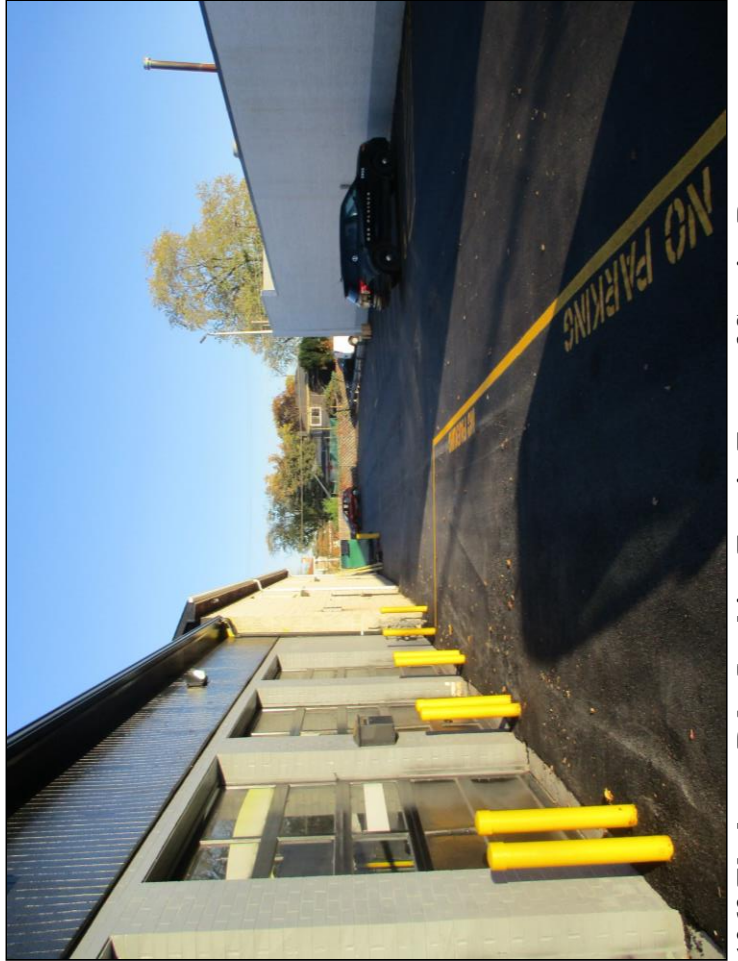
1263 Elmhurst Rd – Pole Sign & Front of Property



1263 Elmhurst Rd – Looking South at Front Property Entrance



1263 Elmhurst Rd – Looking North at Service Bay Entrance



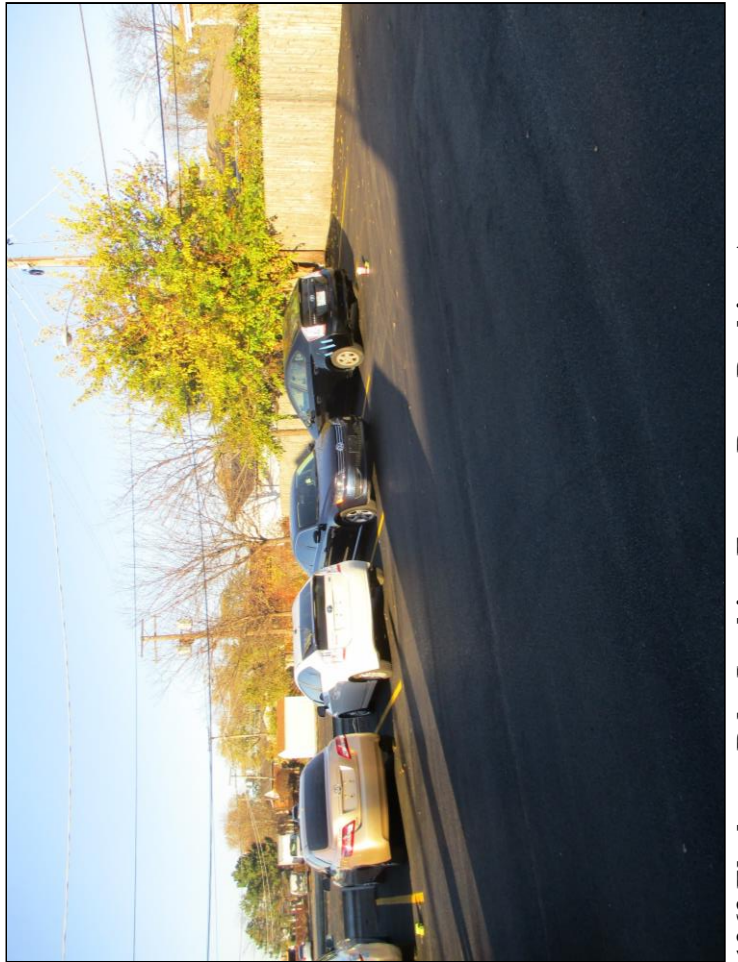
1263 Elmhurst Rd – Looking East in Front of Service Bays



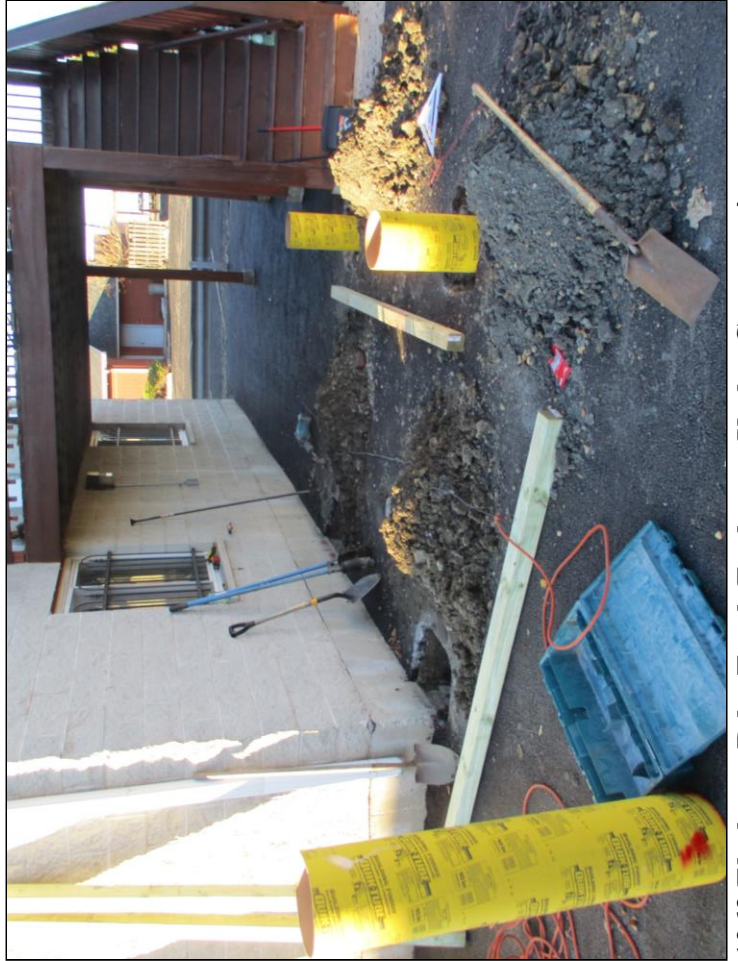
1263 Elmhurst Rd – Looking Northeast at Rear of Building



1263 Elmhurst Rd – Looking West at Rear Building



1263 Elmhurst Rd – Looking East at Rear Parking Area



1263 Elmhurst Rd – Trash Enclosure Under Construction

10/30/2024

Dear City Council,

We are Beacon Auto Repair LLC Series 11 requesting to partner with the city of Des Plaines. We operate under the franchise of Meineke Auto Repair, a trusted brand name in the auto service industry.

We are seeking to obtain a business license to operate a full-service automotive repair and maintenance center in Des Plaines, IL.

We are aiming to establish a Meineke Auto Repair center equipped to handle a wide range of automotive repair and maintenance services, including oil changes, brake repairs, diagnostic checks, exhaust repairs, and more.

Number of employees: We will employ one manager and three technicians all skilled as service advisors and in mechanical repair.

Hours of operation: Operating hours will be Monday through Friday 8am to 5pm and Saturday 8am to 4pm.

Beacon Auto Repair will adopt eco-friendly practices including recycling of automotive fluids, use of energy-efficient equipment, and safe disposal of hazardous materials.

Meineke is known to offer local partnerships with fleet trucks and vans, and offer discounts on repair services in order to reinforce Meineke's commitment to be a positive force in the area.

The facility will comply with all local, state, and federal regulations regarding zoning, environmental impact, safety, and community welfare.

We appreciate the opportunity to serve the city of Des Plaines.

Sincerely;

A handwritten signature in black ink that reads "Michael Bryant Hulse, President". The signature is written in a cursive style.

Beacon Auto Repair LLC Series 11

CITY OF DES PLAINES

ORDINANCE Z - 27 - 24

AN ORDINANCE AMENDING ORDINANCE Z-17-24 TO TRANSFER THE CONDITIONAL USE PERMIT FOR AN AUTO SERVICE REPAIR USE AT 1263 ELMHURST ROAD, DES PLAINES, ILLINOIS TO BEACON AUTO REPAIR LLC (Case #24-032-CU).

WHEREAS, on September 3, 2024, the City Council adopted Ordinance No. Z-17-24 (“*Approval Ordinance*”), approving a conditional use permit (“*Conditional Use Permit*”) to allow the operation of an auto service repair use (“*Proposed Use*”) on the property commonly known as 1263 Elmhurst Road, Des Plaines, Illinois (“*Subject Property*”); and

WHEREAS, pursuant to Section 6 of Approval Ordinance, the Conditional Use Permit was issued to the benefit of the Petitioner, Ahmet Polat, and may not be transferred to any other person or entity without an amendment to the Approval Ordinance approved by the City Council; and

WHEREAS, Beacon Auto Repair LLC is the current lessee of the Subject Property and desires to operate the Proposed Use on the Subject Property subject to all of the terms and conditions set forth in the Approval Ordinance; and

WHEREAS, Beacon Auto Repair LLC applied to the City for an amendment to the Approval Ordinance so that it may operate the Proposed Use on the Subject Property; and

WHEREAS, the City Council has determined that it is in the best interest of the City and the public to amend the Approval Ordinance in accordance with the provisions of this Ordinance;

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

SECTION 1. RECITALS. The recitals set forth above are incorporated herein by reference and made a part hereof, the same constituting the factual basis for the approval of the Conditional Use Permit.

SECTION 2. AMENDMENT TO THE APPROVAL ORDINANCE. Ordinance No. Z-17-24 is hereby amended so that Beacon Auto Repair LLC is the “*Petitioner*”. All references to “*Petitioner*” in the Approval Ordinance now refer to Beacon Auto Repair LLC.

SECTION 3. EFFECT; NON-TRANSFERABILITY. The privileges, obligations, and provisions of each and every section and requirement of the Approval Ordinance, as amended, are for and shall inure solely to the benefit of Beacon Auto Repair LLC. Nothing in this Ordinance or the Approval Ordinance shall be deemed to allow Beacon Auto Repair LLC, as 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 the Approval Ordinance. All terms, conditions, and restrictions of the Approval Ordinance not expressly amended by this Ordinance remain in full force and effect.

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 the occurrence of the following:

- A. its passage, approval and publication in pamphlet form as provided by law;
- B. the filing with the City Clerk by Beacon Auto Repair LLC, 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 A*; and
- C. at Beacon Auto Repair LLC's sole cost and expense, the recordation of this Ordinance together with such exhibits as the City Clerk deems appropriate, with the Office of the Cook County Recorder.

D. In the event that Beacon Auto Repair LLC does not file with the City Clerk a fully executed copy of the unconditional agreement and consent referenced in Section 5.B of this Ordinance, within 60 days after the date of passage of this Ordinance by the City Council, the City Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

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

EXHIBIT A

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Beacon Auto Repair LLC ("*Petitioner*") is the lessee of the property commonly known as 1263 Elmhurst Road, Des Plaines, Illinois ("*Subject Property*"); and

WHEREAS, Ordinance No. Z-17-24 ("*Approval Ordinance*") granted approval of a conditional use permit to allow an auto service repair establishment on the Subject Property, subject to certain conditions; and

WHEREAS, Ordinance No. Z-27-24 ("*Ordinance*") amended the Approval Ordinance to name Beacon Auto Repair LLC as the "Petitioner" and authorize Beacon Auto Repair LLC to operate an auto service repair establishment on the Subject Property in accordance with the Approval Ordinance; and

WHEREAS, Petitioner desires to evidence its unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in said Approval Ordinance and Ordinance;

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

1. Petitioner hereby unconditionally agree to accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of the Approval Ordinance and the Ordinance.
2. Petitioner acknowledges and agrees that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's review and approval of any plans for the Subject Property, or the issuance of any permits for the use and development of the Subject Property, and that the City's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure Petitioner against damage or injury of any kind and at any time.
3. Petitioner acknowledges that the process to adopt the Ordinance was proper, has considered the possibility of the revocation provided for in the Approval Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the procedures required by Section 12-4-7 of the City's Zoning Ordinance are followed.
4. Petitioner agrees to and does hereby hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may,

at any time, be asserted against any of such parties in connection with (a) the City's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Approval Ordinance and 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.

BEACON AUTO REPAIR LLC

By: _____

Print Name and Title: _____

ATTEST:



Print Name and Title: _____



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: November 18, 2024
 To: Dorothy Wisniewski, City Manager
 From: Jonathan Mendel, Assistant Director of Community & Economic Development 
 Cc: Jeff Rogers, AICP, Director of Community & Economic Development 
 Subject: Business Regulations Text Amendments Regarding Alcohol Training Awareness Applicability

Issue: Consider Business Regulations amendment to clarify which owners and managers of an alcohol serving establishment must complete alcohol awareness training

PIN: Citywide

Petitioner: City of Des Plaines, 1420 Miner Street, Des Plaines, IL 60016

Case Number: NA

Background

The amendment's purpose is to clarify which owners and managers of an alcohol serving establishment must complete alcohol awareness training. The proposed amendments support the overall purpose of the liquor control chapter by reinforcing proper and legal alcohol sales in the City of Des Plaines.

Alcohol awareness training establishes a baseline operational, legal and ethical framework for the owners and managers to understand the purpose of alcohol service laws and rules and the business/personal ramifications of improper and/or illegal alcohol service operations.

Existing Requirements

Below is the existing alcohol awareness training requirement, for reference, from Section 4-4-19.A. Refer to the Proposed Amendments in the attached ordinance.

“It shall be unlawful for any licensed liquor establishment to sell, deliver, serve, prepare, pour, mix or draw alcoholic liquor unless the owner and manager have successfully completed an alcohol awareness training program accredited by the state or conducted by the police department. Furthermore, any and all persons who are required to submit to a background check pursuant to the Des Plaines liquor license ordinance shall complete an alcohol awareness training program accredited by the state or conducted by the police department within the time period set forth in subsection F of

this section. It is the responsibility of the individual to attend and successfully complete an accredited program.”

Proposed Amendments

Issue

The current liquor control code requires all owners and managers to complete alcohol awareness training, regardless of location or direct involvement with daily operations. Owners are defined as stockholders owning 5% or more of the business’s stock. The alcohol awareness training can impose potentially unnecessary difficulty on investment owners, owners residing out-of-state and owners not involved with the business’s daily operations.

Recommended City Council Action:

As outlined in the attached ordinance, approval is recommended for the proposed amendments to Sec. 4-4-19.A (Alcohol Training Awareness) of the City Code to only require completion of the required alcohol training by owners and managers supervising the daily business operations and/or alcohol service.

Attachments:

Ordinance M-24-24

CITY OF DES PLAINES

ORDINANCE M - 24 - 24

**AN ORDINANCE AMENDING SECTION 4-4-19 OF THE
DES PLAINES BUSINESS REGULATIONS
REGARDING ALCOHOL AWARENESS TRAINING
APPLICABILITY.**

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 4-4-19 of the City Code of the City of Des Plaines ("*City Code*"), owners and managers of liquor licensed establishments must take alcohol awareness training; and

WHEREAS, the City desires to amend Section 4-4-19 of the City Code so that only owners and managers of liquor licensed establishments who supervise the selling and serving of alcoholic beverages are required to take the alcohol awareness training ("*Proposed Amendment*"); 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 City Code as set forth in this Ordinance;

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

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

SECTION 2. ALCOHOL AWARENESS TRAINING. Section 4-4-19, titled "Alcohol Training Awareness," of Chapter 4, titled "Liquor Control," of Title 4, titled "Business Regulations," of the City Code is hereby amended to read as follows:

"4-4-19: ALCOHOL AWARENESS TRAINING:

- A. It shall be unlawful for any licensed liquor establishment to sell, deliver, serve, prepare, pour, mix or draw alcoholic liquor unless ~~the owner and manager~~ **owners and managers who supervise the selling, delivering, serving, preparing, pouring, mixing or drawing of alcoholic beverages** have successfully completed an alcohol awareness training program accredited by the state or conducted by the police department. Furthermore, any and all persons who are required to submit to a background check pursuant to the Des Plaines liquor license ordinance shall complete an alcohol awareness training program accredited by the state or conducted by

the police department within the time period set forth in subsection F of this section. It is the responsibility of the individual to attend and successfully complete an accredited program.

* * *

Additions are bold and double-underlined; ~~deletions are struck through.~~

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.

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



CITY MANAGER'S OFFICE

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

MEMORANDUM

Date: November 6, 2024
To: Mayor Goczkowski and Aldermen of the City Council
From: Dorothy Wisniewski, City Manager 
Subject: Contribution Request from the Izaak Walton League of America, Des Plaines Chapter #206

The Izaak Walton League of America, local Des Plaines Chapter #206, has contacted the City of Des Plaines with a request for a one-time contribution in the amount of \$25,000 to help offset costs related to window replacement of the historic Jefferson Home located at 1841 South River Road, where the Chapter meets and conducts its regular business.

Chapter #206 has been housed at the Jefferson House since 1929 as a result of the Forest Preserve District granting use of the building and grounds to the League where they still meet today. The building and property have, until now, been maintained at the League's expense with no assistance from the City.

Throughout the year, the League hosts community events and activities such as trail maintenance, riverbank clean up, scout camping, campfires, and an annual pig roast, to name a few, in an effort to promote outdoor conservation. Some of the outdoor conservation efforts they have been involved in include the banning of DDT, and the passing of the 1972 Clean Water Act, which contribute to preserving wildlife habitats.

Attached is their request for your consideration at the November 18, 2024 City Council meeting.

Attachments:

Attachment 1 - Request Letter from the Izaak Walton League of America
Resolution R-191-24

November 1, 2024



Mayor Andrew Goczkowski & Council Members
City of Des Plaines
1420 Miner Street
Des Plaines, IL 60016

Dear Mayor and Council Members:

The Izaak Walton League of America has proudly maintained the historic Jefferson Home since 1929. This property, which serves as both a historic landmark and a community resource, plays an essential role in preserving the cultural heritage and natural beauty of our area. As an organization dedicated to conservation and environmental stewardship, we have worked tirelessly to maintain the home and grounds, ensuring it remains a place for education, reflection, and community engagement.

We are writing today to request financial assistance for the replacement of the windows in the Jefferson Home. These original windows have weathered nearly a century of use and have suffered significant wear and tear, compromising both the aesthetic value and energy efficiency of the building. We are committed to preserving the home's historic integrity, and replacing these windows with the appropriate materials that will ensure its longevity while improving its functionality for future generations.

The costs associated with this project include:

- Removal of old windows
- Installation of new historically accurate windows
- Weatherproofing and insulation to improve energy efficiency
- Preservation of the building's historic character
- Skilled labor at prevailing wages for restoration and installation

As a nonprofit dedicated to environmental conservation, we are requesting \$25,000.00 to help defray the costs of this essential renovation. The total estimated cost of the window replacement project is \$30,000.00, and any contribution you can provide will go directly toward completing the project. All funds will be used exclusively for the replacement and restoration of the windows, with all documentation available upon request.

We are confident that this investment will not only enhance the Jefferson Home's aesthetic appeal but will also improve its sustainability and accessibility for future community events, educational programs, and tours. We are grateful for the city's ongoing support of the League's efforts and hope that you will consider this request favorably.

If you require any further details or have any questions about the proposed project, please do not hesitate to reach out to me. We appreciate your time and consideration and look forward to the possibility of working together to preserve this important community landmark.

Respectfully,

Josephy Hyland
IWLA Board President
P: 630-363-6312
E: jfhyland19@gmail.com

Izaak Walton League of America Des Plaines Chapter #206

1841 S. River Road | Des Plaines, IL 60018 | www.iwla-desplaines.org

IL Registered 501(c) (3) nonprofit #36-611-0182 | All contributions tax deductible

CITY OF DES PLAINES

RESOLUTION R-191-24

A RESOLUTION APPROVING A CONTRIBUTION TO THE IZAAK WALTON LEAGUE OF AMERICA, DES PLAINES CHAPTER #206, FOR COSTS RELATED TO WINDOW REPLACEMENT OF THE HISTORIC JEFFERSON HOME.

WHEREAS, the Izaak Walton League of America, Des Plaines Chapter #206 (“*Des Plaines Chapter #206*”), one of the country’s oldest chapters housed since 1929 at the historic Jefferson Home in the river valley; and

WHEREAS, Des Plaines Chapter #206 has been one of America’s most successful conservation organizations; and

WHEREAS, Des Plaines Chapter #206 has trained, equipped, and coordinated volunteer water quality monitors on a national scale; and

WHEREAS, preserving the Jefferson Home at 1841 South River Road will continue to provide a home base in the community for conservationists and educational experiences to the residents of the City; and

WHEREAS, the City Council has determined that it is in the best interest of the City to contribute \$25,000 to Chapter #206 to help offset the costs and expenses to maintain the Jefferson Home as set forth in this Resolution;

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

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

SECTION 2: APPROVAL OF EXPENDITURE. The City Council hereby approves a contribution in the not-to-exceed amount of \$25,000.00 to Des Plaines Chapter #206, to be used toward costs related to the replacement of windows in the Jefferson Home located at 1841 South River Road.

SECTION 3: PAYMENT AUTHORIZATION. The City Council hereby authorizes the Director of Finance to issue the payment approved pursuant to Section 2 of this Resolution in the not-to-exceed amount of \$25,000.00, subject to presentation by Des Plaines Chapter #206 of reasonably detailed invoices and other necessary and required forms and vendor applications.

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:

CITY CLERK

Published in pamphlet form this
____ day of _____, 2024.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel