



## CITY COUNCIL AGENDA

Monday, November 21, 2016

Regular Session – 7:00 p.m.

Room 102

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### CALL TO ORDER

### REGULAR SESSION

ROLL CALL

PRAYER

PLEDGE OF ALLEGIANCE

### CITIZEN PARTICIPATION

(matters not on the Agenda)

### CITY CLERK ANNOUNCEMENTS

### ALDERMEN ANNOUNCEMENTS

**CONSENT AGENDA**

1. Approve New Class A Tavern Liquor License for La Donita Restaurant, Inc., 598 Potter Road, Des Plaines, IL
  - 1a. **ORDINANCE M-56-16:** An Ordinance Amending the City Code to Add One Class A Liquor License
2. Approve New Class B1 Bulk Sales Liquor License for Sam’s Farmers Market LLC, 1045 Oakton Street, Des Plaines, IL
  - 2a. **ORDINANCE M-57-16:** An Ordinance Amending the City Code to Add One Class B1 Liquor License
3. Approve Renewal of Lobbyist Services Contract with Alfred G. Ronan, Ltd., 328 S. Oak Park Avenue, Oak Park, Illinois from 12/1/2016 to 11/30/2017 in the amount of \$5,000.00 per month. Budgeted Funds – Legislative/Professional Services.
  - 3a. **RESOLUTION R-175-16:** A Resolution Approving an Agreement with Alfred G. Ronan, Ltd., for Intergovernmental and Legislative Advocacy Services
4. Approve Master Contract with Haeger Engineering, LLC, 100 East State Parkway, Schaumburg, IL 60173 for Engineering Services
  - 4a. **RESOLUTION R-176-16:** A Resolution Approving a Master Contract with Haeger Engineering, LLC, for Professional Engineering Services
5. Approve Des Plaines River Road Streetscape Enhancements – Engineering Services Task Order No. 6 in the Not-to-Exceed Amount of \$83,375. Budgeted Funds – Capital Project Funds.
  - 5a. **RESOLUTION R-177-16:** A Resolution Approving Task Order No. 6 with Christopher B. Burke Engineering, Ltd., for Professional Engineering Services
6. **2016 Tax Levy Abatement Ordinances**
  - a. **SECOND READING – ORDINANCE M-33-16:** Abatement – 2007A and 2007B General Obligation Refunding Bonds
  - b. **SECOND READING – ORDINANCE M-34-16:** Abatement – 2008A Taxable General Obligation Refunding Bonds
  - c. **SECOND READING – ORDINANCE M-35-16:** Abatement – 2009A Taxable General Obligation Refunding Bonds
  - d. **SECOND READING – ORDINANCE M-36-16:** Abatement – 2009B General Obligation Refunding Bonds
  - e. **SECOND READING – ORDINANCE M-37-16:** Abatement – 2010A and 2010B General Obligation Refunding Bonds
  - f. **SECOND READING – ORDINANCE M-38-16:** Abatement – 2011 General Obligation Refunding Bonds
  - g. **SECOND READING – ORDINANCE M-39-16:** Abatement – 2012 General Obligation Refunding Bonds
  - h. **SECOND READING – ORDINANCE M-40-16:** Abatement – 2013 Taxable General Obligation Refunding Bonds
  - i. **SECOND READING – ORDINANCE M-41-16:** Abatement – 2014A Taxable General Obligation Refunding Bonds and 2014B General Obligation Refunding Bonds

7. **2016 Tax Levy Ordinances for Special Service Areas**
  - a. **SECOND READING – ORDINANCE M-42-16:** 2016 Tax Levy, Special Service Area #5 (Westfield Lane Water Main) in the Amount of \$3,782
  - b. **SECOND READING – ORDINANCE M-43-16:** 2016 Tax Levy, Special Service Area #6 (Parking Lot Improvement, 2150-2172 Chestnut Street) in the Amount of \$981
  - c. **SECOND READING – ORDINANCE M-44-16:** 2016 Tax Levy, Special Service Area #7 (Parking Lot Improvement, Woodland Townhomes) in the Amount of \$12,000
  - d. **SECOND READING – ORDINANCE M-45-16:** 2016 Tax Levy, Special Service Area #8 (Curbs, Gutters for Crabtree Lane) in the Amount of \$4,200
  - e. **SECOND READING – ORDINANCE M-46-16:** 2016 Tax Levy, Special Service Area #9 (Parking Lot Improvement, 624-640 West Algonquin Road) in the Amount of \$2,315
  - f. **SECOND READING – ORDINANCE M-47-16:** 2016 Tax Levy, Special Service Area #10 (Parking Lot Improvement, 642-658 West Algonquin Road) in the Amount of \$2,936
  - g. **SECOND READING – ORDINANCE M-48-16:** 2016 Tax Levy, Special Service Area #11 (Rear Yard Drainage, 138, 158, 273, 283, 170 and 180 Drake Lane) in the Amount of \$2,096
  - h. **SECOND READING – ORDINANCE M-49-16:** 2016 Tax Levy, Special Service Area #12 (Rear Yard Drainage, 948 and 956 Greenview Avenue) in the Amount of \$979
  - i. **SECOND READING – ORDINANCE M-50-16:** 2016 Tax Levy, Special Service Area #13 (Rear Yard Drainage, 1318, 1330 and 1340 Phoenix Drive and 1325 & 1335 Miami Lane) in the Amount of \$1,566
  - j. **SECOND READING – ORDINANCE M-51-16:** 2016 Tax Levy, Special Service Area #14 (Rear Yard Drainage, 2132, 2140, and 2148 Plainfield Drive) in the Amount of \$830
  - k. **SECOND READING – ORDINANCE M-52-16:** 2016 Tax Levy, Special Service Area #15 (Rear Yard Drainage, 345 and 353 Ardmore Road) in the Amount of \$1,643
8. **SECOND READING – ORDINANCE M-54-16:** An Ordinance Declaring Personal Property Owned by the City of Des Plaines as Surplus
9. **SECOND READING – ORDINANCE Z-27-16:** An Ordinance Authorizing the Sale of Real Property to Opus Development and **ORDINANCE Z-28-16:** An Ordinance Vacating and Abrogating a Public Easement Over Property Located on Ellinwood Street

**END OF CONSENT AGENDA**

**COMMITTEE OF THE WHOLE**

1. **FINANCE & ADMINISTRATION** – Alderman Don Smith, Chair
  - a. Warrant Register in the Amount of \$3,899,735.91 – **RESOLUTION R-178-16**
  
2. **COMMUNITY DEVELOPMENT** – Alderman Mike Charewicz, Chair
  - a. Consideration of Text Amendment to Section 12-3-5.B and 12-11-6.B of the Zoning Code, Allowing a Planned Unit Development in the R-1 Zone and Amending Regulations for Electronic Message Board Signs, Case #16-071-TA – **ORDINANCE Z-29-16** and **ORDINANCE Z-30-16**
  - b. Class 6b Renewal Request for the James Campbell Company, 1333-1347 South Mt. Prospect Road
  
3. **LEGAL & LICENSING** – Alderman Patricia Haugeberg, Chair
  - a. Discussion Regarding Residency for Department Directors
  - b. Consideration of Internal Investigation Regarding Ethics Code Violation – **RESOLUTION R-179-16**  
*(back-up material to follow)*

**IF NO ACTION IS TAKEN UNDER NEW BUSINESS, THESE ITEMS WILL APPEAR ON THE FOLLOWING CONSENT AGENDA OR UNFINISHED BUSINESS. IF IT IS NECESSARY TO TAKE ACTION ON ANY OF THESE ITEMS THIS EVENING, THEY MUST BE REPORTED OUT BY THE COMMITTEE CHAIRMAN UNDER “NEW BUSINESS”**

**UNFINISHED BUSINESS**

1. **SECOND READING – ORDINANCE M-28-16:** Approve Ordinance Amending Chapter 9 of Title 1 of the City of Des Plaines City Code (*deferred from 10/17/2016 and 11/7/2016 City Council Agendas*)
2. **ORDINANCE M-31-16, As Amended:** An Ordinance Amending Chapter 3 of Title 4 of the City of Des Plaines City Code Regarding Occasional Residential Sales (*deferred from 11/7/2016 City Council Agenda*)

**NEW BUSINESS: IF REPORTED OUT BY COMMITTEE**

1. a. **RESOLUTION R-178-16:** Warrant Register in the amount of \$3,899,735.91
2. a. **ORDINANCE Z-29-16:** An Ordinance Amending the Text of the City Zoning Ordinance Regarding Electronic Message Boards (Case #16-071-TA) and **ORDINANCE Z-30-16:** An Ordinance Amending the Text of the City Zoning Ordinance Regarding Planned Unit Development Standards (Case #16-045-TA)
  - b. n/a
3. a. n/a
  - b. **RESOLUTION R-179-16:** Approve Resolution Regarding Internal Investigation of Ethics Code Violation

**MANAGER'S REPORT**

**ALDERMEN COMMENTS**

**MAYORAL COMMENTS**

**ADJOURNMENT**

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

MEMORANDUM

Date: November 2, 2016  
To: Honorable Aldermen  
From: Matthew J. Bogusz, Local Liquor Commissioner  
Cc: Vickie Baumann, Secretary/Licensing Division  
Subject: Liquor License Request for a New License Increase

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

La Donita Restaurant Inc  
598 Potter Road  
Class A – Tavern / 250 seats or less (consumption on premises)  
Increase from 29 to 30

The complete application packet is on file in the Community and Economic Development Department. The required posting will be completed on November 14, 2016 and all necessary fees have been secured.

This request will come before you on the Consent Agenda of the City Council meeting of Monday November 21, 2016.



Matthew J. Bogusz  
Mayor  
Local Liquor Commissioner

Attachments: Ordinance  
Application Packet

**CITY OF DES PLAINES**

**ORDINANCE M - 56 - 16**

**AN ORDINANCE AMENDING THE CITY CODE TO ADD ONE CLASS A LIQUOR LICENSE.**

**WHEREAS**, LaDonita Restaurant, Inc. ("*Applicant*"), submitted an application to the Department of Community and Economic Development for a new Class A (Tavern) liquor license for the premises located at 598 Potter Road, Des Plaines, Illinois ("*Premises*"), pursuant to Chapter 4 of Title 4 of the Des Plaines City Code ("*City Code*"); and

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

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

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

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

**SECTION 2: APPROVAL OF LIQUOR LICENSE.** The City Council hereby grants the Applicant a Class A Liquor License for the Premises.

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

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

Section	Fee Description	Number	Term	Fee	
				Initial Fee	Annual Fee
4-4-5A	License Fees and Number				
	Class	Number	Term	Initial Fee	Annual Fee
	Class A	2930	Annual	\$3,850.00	\$1,925.00

**[The remainder of the Fee Schedule is unchanged.]**

**SECTION 4: SEVERABILITY.** If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

**SECTION 5: EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form according to law.

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

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

**ATTEST:**

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

Published in pamphlet form this  
\_\_\_\_ day of \_\_\_\_\_, 2016.

Approved as to form:

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

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

[~~Deleted text is struck through;~~ **inserted text is bold and double underlined.**]

DP-Ordinance Add One Class A Liquor License for LaDonita Restaurant 598 Potter Road



LOCAL LIQUOR COMMISSIONER

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

APPLICATION FOR A LIQUOR LICENSE

BUSINESS INFORMATION

Name: LA DONITA RESTAURANT INC
Address: 598 POTTER RD. DES PLAINES, IL Zip: 60016
Email: NDNE Phone#: 847-635-0552
Day/Hours of Operations: Monday: 9AM-10PM Tuesday: 9AM-10PM Wednesday: 9AM-10PM
Thursday: 9AM-10PM Friday: 9AM-10PM Saturday: 9AM-10PM Sunday: 9AM-10PM

CLASSIFICATION

- Checked: A TAVERN-- seats 250 or less
Checked: E RESTAURANT DINING ROOM - over 50
Other options: A1, A2, AB, AB-1, AB-2, B, B-1, C, F, G, H-1, H-2, I, K, L, M, N, P

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

Title: PRESIDENT, SECRETARY, DIRECTOR % of Stock: 100
Name: LEONIDES ORTIGOZA
Title: % of Stock:
Name:
Title: % of Stock:
Name:

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

**ADDITIONAL INFORMATION**

Does the applicant own the property or premises of the business?  NO  YES  
If NO, please provide name/address of the property owner and expiration date of the executed lease:

Is any elected City Official, County Commission or County Board member affiliated directly or indirectly with the applicant/business?  NO  YES  
If YES, please provide name, position and a detailed description to the particulars:

Has any officer, owner or stockholder of the of the corporation or business obtained a liquor license for another location? NO  YES  
If YES, please provide name, location and disposition/status of each:

@PREVIOUS ADDRESS 8971 POTTER RD. DES PLAINES, IL

Has any officer, owner or stockholder of the of the corporation or business had a liquor license revoked for another location?  NO  YES  
If YES, please provide name, location and reason for revocation of each:

**AFFIDAVIT**

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

L.O. INITIALS

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

L.O. INITIALS

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

L.O. INITIALS

LEONIDES ORTIGOSA

Signature of Owner

LEONIDES ORTIGOSA

Print Name

SUBSCRIBED and SWORN to before me this

26<sup>th</sup> day of September, 2016.

Victoria Baumann  
NOTARY PUBLIC (STAMP SEAL BELOW)



FORM **BCA 5.10/5.20** (rev. Dec. 2003)  
**STATEMENT OF CHANGE OF  
REGISTERED AGENT AND/OR  
REGISTERED OFFICE**  
Business Corporation Act

Secretary of State  
Department of Business Services  
501 S. Second St., Rm. 350  
Springfield, IL 62756  
217-782-7808  
www.cyberdriveillinois.com

**FILED**

**PAID**

SEP 28 2016

OCT 09 2016

JESSE WHITE  
SECRETARY OF STATE

DEPARTMENT OF  
BUSINESS SERVICES

Remit payment in the form of a  
check or money order payable  
to Secretary of State.

File # 6745 0574

Filing Fee: \$25

Approved: 

Submit in duplicate

Type or Print clearly in black ink

Do not write above this line

1. Corporate Name: LA DONITA RESTAURANT, INC.



2. State or Country of Incorporation: IL

3. Name and Address of Registered Agent and Registered Office as they appear on the records of the Office of the Secretary of State (before change):

Registered Agent: <u>MARIA</u>	<u>CHEVALIER LEWIS</u>
First Name	Last Name
Registered Office: <u>630 N. MILWAUKEE AVE</u>	<u>COOK</u>
Number	County
<u>PROSPECT HEIGHTS</u>	<u>60070</u>
City	ZIP Code

4. Name and Address of Registered Agent and Registered Office shall be (after all changes herein reported):

Registered Agent: <u>LEONIDES</u>	<u>ORTIGOZA</u>
First Name	Last Name
Registered Office: <u>598 POTTER RD.</u>	<u>COOK</u>
Number	County
<u>DES PLAINES</u>	<u>60016</u>
City	ZIP Code

5. The address of the registered office and the address of the business office of the registered agent, as changed, will be identical.

6. The above change was authorized by: ("X" one box only)
- a.  Resolution duly adopted by the board of directors. (See Note 4 on reverse.)
  - b.  Action of the registered agent. (See Note 5 on reverse.)

SEE REVERSE FOR SIGNATURE(S).

**7. If authorized by the board of directors, sign here. (See Note 4 below.)**

The undersigned corporation has caused this statement to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true and correct.

Dated SEPTEMBER 21, 2016 LA DONITA RESTAURANT INC  
Month Day Year Exact Name of Corporation

LEONIDES ORTIZ  
Any Authorized Officer's Signature

PRESIDENT  
Name and Title (type or print)

**If change of registered office by registered agent, sign here. (See Note 5 below.)**

The undersigned, under penalties of perjury, affirms that the facts stated herein are true and correct.

Dated \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Month Day Year Signature of Registered Agent of Record

\_\_\_\_\_  
Name (type or print)  
If Registered Agent is a corporation,  
Name and Title of officer who is signing on its behalf.

**NOTES**

1. The registered office may, but need not be, the same as the principal office of the corporation. However, the registered office and the office address of the registered agent must be the same.
2. The registered office must include a street or road address (P.O. Box alone is unacceptable).
3. A corporation cannot act as its own registered agent.
4. Any change of registered agent must be by resolution adopted by the board of directors. This statement must be signed by a duly authorized officer.
5. The registered agent may report a change of the registered office of the corporation for which he/she is a registered agent. When the agent reports such a change, this statement must be signed by the registered agent. If a corporation is acting as the registered agent, a duly authorized officer of such corporation must sign this statement.



MEMORANDUM

Date: November 2, 2016  
To: Honorable Aldermen  
From: Matthew J. Bogusz, Local Liquor Commissioner  
Cc: Vickie Baumann, Secretary/Licensing Division  
Subject: Liquor License Request for a New License Increase

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

Sam's Farmers Market LLC  
1045 Oakton St  
Class B1 – Bulk Sales /Alcohol is not the primary retail  
(no consumption on premises)  
Increase from 17 to 18

The complete application packet is on file in the Community and Economic Development Department. The required posting will be completed on November 14, 2016 and all necessary fees have been secured.

This request will come before you on the Consent Agenda of the City Council meeting of Monday November 21, 2016.

A handwritten signature in black ink, appearing to read 'Matthew J. Bogusz'.

Matthew J. Bogusz  
Mayor  
Local Liquor Commissioner

Attachments: Ordinance  
Application Packet

**CITY OF DES PLAINES**

**ORDINANCE M - 57 - 16**

**AN ORDINANCE AMENDING THE CITY CODE TO ADD ONE CLASS B1 LIQUOR LICENSE.**

**WHEREAS**, Sam’s Farmer’s Market, LLC ("**Applicant**") submitted an application to the Department of Community and Economic Development for a Class B1 liquor license for the premises located at 1045 Oakton Street, Des Plaines, Illinois ("**Premises**"), pursuant to Chapter 4 of Title 4 of the Des Plaines City Code ("**City Code**"); and

**WHEREAS**, the City desires to issue one Class B1 liquor license to the Applicant for the Premises; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to grant the Applicant a Class B1 liquor license for the Premises;

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

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

**SECTION 2: APPROVAL OF LIQUOR LICENSE.** The City Council hereby grants the Applicant a Class B1 Liquor License for the Premises.

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

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

Section	Fee Description	Number	Term	Fee	
					New
4-4-5A	License Fees and Number				
	Class	Number	Term	Initial Fee	Annual Fee
	Class B1	<del>17</del> <b>18</b>	Annual	\$3,630.00	\$1,815.00

**[The remainder of the Fee Schedule is unchanged.]**

**SECTION 4: SEVERABILITY.** If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

**SECTION 5: EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form according to law.

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

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

**ATTEST:**

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

Published in pamphlet form this  
\_\_\_\_ day of \_\_\_\_\_, 2016.

Approved as to form:

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

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

[~~Deleted text is struck through;~~ **inserted text is bold and double underlined.**]

DP-Ordinance Add One Class B Liquor License for Sam's Farmers Market 1045 Oakton St



DES  
PLAINES  
ILLINOIS

CITY OF DES PLAINES - CD

PAID INTLS ML

OCT 13 2016

3630<sup>00</sup>

\$ 55<sup>00</sup> CK ✓ CC

LOCAL LIQUOR COMMISSIONER

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

APPLICATION FOR A LIQUOR LICENSE

**BUSINESS INFORMATION**

Name: Sam's Farmer's Market

Address: 1045 E. Oakton Street Zip: 60018

Email: samzarcone@gmail.com Phone#: 312/543-0490

Day/Hours of Operations: Monday: 6am-10pm Tuesday: 6am-10pm Wednesday: 6am-10pm  
Thursday: 6am-10pm Friday: 6am-10pm Saturday: 6am-10pm Sunday: 6am-10pm

**CLASSIFICATION**

- |  |  |
|--|--|
| <input type="checkbox"/> A TAVERN— seats 250 or less                           | <input type="checkbox"/> F RESTAURANT – beer only          |
| <input type="checkbox"/> A1 TAVERN – seats 251 – 500                           | <input type="checkbox"/> G BANQUET HALL                    |
| <input type="checkbox"/> A2 TAVERN – seats 501 +                               | <input type="checkbox"/> H-1 RESTAURANT – beer & wine only |
| <input type="checkbox"/> AB TAVERN & BULK SALES – seats 250 or less            | <input type="checkbox"/> H-2 BULK SALES – beer & wine only |
| <input type="checkbox"/> AB-1 TAVERN & BULK SALES – seats 251 – 500            | <input type="checkbox"/> I RELIGIOUS SOCIETY               |
| <input type="checkbox"/> AB-2 TAVERN & BULK SALES – seats 501 +                | <input type="checkbox"/> K GOVERNMENTAL FACILITY           |
| <input type="checkbox"/> B BULK SALES – retail only                            | <input type="checkbox"/> L WINE ONLY                       |
| <input checked="" type="checkbox"/> B-1 BULK SALES –alcohol not primary retail | <input type="checkbox"/> M GAS STATION – retail only       |
| <input type="checkbox"/> C CLUB  | <input type="checkbox"/> N CASINO                          |
| <input type="checkbox"/> E RESTAURANT DINING ROOM – over 50                    | <input type="checkbox"/> P COFFEE SHOP                     |

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

Title: President % of Stock: 50

Name: Sam Zarone

Title: Secretary % of Stock: 50

Name: Giuseppina Zarcone

Title: \_\_\_\_\_ % of Stock: \_\_\_\_\_

Name: \_\_\_\_\_

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

**ADDITIONAL INFORMATION**

Does the applicant own the property or premises of the business?  NO  YES  
If NO, please provide name/address of the property owner and expiration date of the executed lease:

Is any elected City Official, County Commission or County Board member affiliated directly or indirectly with the applicant/business?  NO  YES  
If YES, please provide name, position and a detailed description to the particulars:

Has any officer, owner or stockholder of the of the corporation or business obtained a liquor license for another location?  NO  YES  
If YES, please provide name, location and disposition/status of each: *NO LONGER PART OF BUSINESS*  
*TUSCANO'S RESTAURANT*  
*4926 RIVER RD, SCHILLER PARK, IL 60176*

Has any officer, owner or stockholder of the of the corporation or business had a liquor license revoked for another location?  NO  YES  
If YES, please provide name, location and reason for revocation of each:

**AFFIDAVIT**

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

*[Signature]* INITIALS

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

*[Signature]* INITIALS

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

*[Signature]* INITIALS

*[Signature]*  
Signature of Owner

Sam Zarcone  
Print Name

SUBSCRIBED and SWORN to before me this  
*11<sup>th</sup>* day of *OCTOBER*, 20*16*.  
*[Signature]*  
NOTARY PUBLIC (STAMP SEAL BELOW)





## OFFICE OF THE SECRETARY OF STATE

JUNE 06, 2016

JESSE WHITE • Secretary of State

0581475-8

MICHAEL S FIORENTINO  
180 N LASALLE ST STE 2240  
CHICAGO, IL 60602-0000

RE SAM'S FARMER'S MARKET, LLC

DEAR SIR OR MADAM:

IT HAS BEEN OUR PLEASURE TO APPROVE AND PLACE ON RECORD THE ARTICLES OF ORGANIZATION THAT CREATED YOUR LIMITED LIABILITY COMPANY WITH THE ABILITY TO ESTABLISH SERIES. WE EXTEND OUR BEST WISHES FOR SUCCESS IN YOUR NEW VENTURE.

THE LIMITED LIABILITY COMPANY MUST FILE AN ANNUAL REPORT PRIOR TO THE FIRST DAY OF ITS ANNIVERSARY MONTH NEXT YEAR. A PRE-PRINTED ANNUAL REPORT FORM WILL BE SENT TO THE REGISTERED AGENT AT THE ADDRESS SHOWN ON THE RECORDS OF THIS OFFICE APPROXIMATELY 60 DAYS PRIOR TO ITS ANNIVERSARY MONTH.

FOR A LIMITED LIABILITY COMPANY THAT INTENDS TO PROVIDE CERTAIN PROFESSIONAL SERVICES FOR WHICH INDIVIDUALS ARE REQUIRED TO BE LICENSED, A CERTIFICATE OF REGISTRATION MUST BE OBTAINED FROM THE ILLINOIS DEPARTMENT OF FINANCIAL AND PROFESSIONAL REGULATION. IF THE LLC IS SO REGISTERED, THE CURRENT ADDRESS FROM WHICH THE PROFESSIONAL SERVICES ARE PROVIDED MUST ALSO BE ON RECORD WITH THIS OFFICE.

MANY OF OUR SERVICES ARE AVAILABLE AT OUR CONTINUOUSLY UPDATED WEBSITE. VISIT [WWW.CYBERDRIVEILLINOIS.COM](http://WWW.CYBERDRIVEILLINOIS.COM) TO VIEW THE STATUS OF THIS COMPANY, PURCHASE A CERTIFICATE OF GOOD STANDING, OR EVEN FILE THE ANNUAL REPORT REFERRED TO IN THE EARLIER PARAGRAPH.

SINCERELY YOURS,

JESSE WHITE  
SECRETARY OF STATE  
DEPARTMENT OF BUSINESS SERVICES  
LIMITED LIABILITY DIVISION  
(217) 524-8008

Form **LLC-5.5(S)**

May 2012

Secretary of State  
Department of Business Services  
Limited Liability Division  
501 S. Second St., Rm. 351  
Springfield, IL 62756  
217-524-8008  
www.cyberdriveillinois.com

Payment must be made by certified check, cashier's check, Illinois attorney's check, C.P.A.'s check or money order payable to Secretary of State.

Illinois  
Limited Liability Company Act  
Articles of Organization



LC0021739

This space for use by Secretary of State.

Filing Fee: \$750

Approved:

FILE # **05814758**

This space for use by Secretary of State.

**FILED**  
**JUN 06 2016**

JESSE WHITE  
SECRETARY OF STATE

JFP

1. Limited Liability Company Name: Sam's Farmer's Market, LLC

The LLC name must contain the words Limited Liability Company, L.L.C. or LLC, and cannot contain the terms Corporation, Corp., Incorporated, Inc., Ltd., Co., Limited Partnership, or L.P.

2. Address of Principal Place of Business: (P.O. Box alone or c/o is unacceptable.)

4936 N. River Road, Schiller Park, IL 60176

3. Articles of Organization effective on: (check one)

a.  the filing date

b.  another date later (not to exceed 60 days after the filing date): \_\_\_\_\_

Month, Day, Year

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

Registered Agent: Michael S. Fiorentino

First Name

Middle Initial

Last Name

Registered Office: 180 N. LaSalle Street, Suite 2440

Number

Street

Suite #

(P.O. Box alone or c/o is unacceptable.)

Chicago

City

IL

60602

ZIP Code

Note: The registered agent must reside in Illinois. If the agent is a business entity, it must be authorized to act as agent in this state.

5. Purpose(s) for which the Company is Organized:

The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act.

(LLCs organized to provide professional services must list the address(es) from which those services will be rendered if different from Item 2. If more space is needed, use additional sheets of this size.)

6. The duration of the company is perpetual unless otherwise stated. If the operating agreement provides for a dissolution date, enter that date here: \_\_\_\_\_

Month, Day, Year

7. The operating agreement provides for the establishment of one or more series. These Articles of Organization must be on file in accordance with Section 5-40 prior to the attestation and submittal of form LLC-37.40, Certificate of Designation. When the company has filed a Certificate of Designation for each series, which is to have limited liability pursuant to Section 37-40 of the Illinois Limited Liability Company Act, the debts, liabilities and obligations incurred, contracted for or otherwise existing with respect to a particular series shall be enforceable against the assets of such series only, and not against the assets of the Limited Liability Company generally or any other series thereof, and unless otherwise provided in the operating agreement, none of the debts, liabilities, obligations and expenses incurred, contracted for or otherwise existing with respect to this company generally or any other series thereof shall be enforceable against the assets of such series.

LLC-5.5(S)

8. Optional: Other provisions for the regulation of the internal affairs of the Company: (If more space is needed, attach additional sheets of this size.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. The Limited Liability Company: (Check either a or b below.)

a.  is managed by the manager(s). (List names and addresses.)

Giuseppina Zarcone, 4936 N. River Road, Schiller Park, IL 60176

Sam Zarcone, 4936 N. River Road, Schiller Park, IL 60176

b.  has management vested in the member(s). (List names and addresses.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Name and Address of Organizer(s)

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

Dated June 6, 2016  
Month/Day Year

Signature(s) and Name(s) of Organizer(s)

Address(es)

1.   
Signature

Michael S. Fiorentino  
Name (type or print)

Registered Agent  
Name if a Corporation or other Entity, and Title of Signer

2. \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (type or print)

\_\_\_\_\_  
Name if a Corporation or other Entity, and Title of Signer

1. 180 N. LaSalle Street, Suite 2440  
Number Street

Chicago  
City

IL 60602  
State ZIP Code

2. \_\_\_\_\_  
Number Street

\_\_\_\_\_  
City

\_\_\_\_\_  
State ZIP Code

Signatures must be in black ink on an original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.



MEMORANDUM

**Date:** November 3, 2016  
**To:** Mayor and Aldermen of the City Council  
**From:** Michael G. Bartholomew, City Manager *MB*  
**Subject:** Lobbyist Services Agreement with Alfred G. Ronan, Ltd

**Issue:** The City seeks continued representation in Springfield on important legislative matters. The proposed FY 2017 Budget includes funding in an amount of \$110,000 for professional services associated with retaining lobbyists to represent the City of Des Plaines in Springfield and before other State agencies.

**Analysis:** For the past decade, the City has regularly employed a lobbyist to represent the City and advocate on behalf of the City before the General Assembly, the Governor's Office, and other state departments and agencies.

Since 2011, the City utilized the firm of Alfred G. Ronan, Ltd., to lobby on important matters impacting Des Plaines, including the ongoing efforts of the General Assembly to expand gaming in Illinois. The services of Ronan's firm cost to the City of \$5,000 per month.

**Recommendation:** Staff recommends that the City retain the services of Alfred G. Ronan, Ltd., for the period of December 1, 2016 through November 30, 2017, at a cost not-to-exceed \$60,000.

Attachments: Resolution R-175-16  
Exhibit A - Agreement

**CITY OF DES PLAINES**

**RESOLUTION R - 175 - 16**

**A RESOLUTION APPROVING AN AGREEMENT WITH ALFRED G. RONAN, LTD., FOR INTERGOVERNMENTAL AND LEGISLATIVE ADVOCACY SERVICES.**

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

**WHEREAS**, the City has appropriated \$110,000 in funds for the procurement of advocacy services during the 2017 fiscal year to represent the City's interests to the Illinois General Assembly, office of the Illinois Governor, and State of Illinois departments and agencies ("*Services*"); and

**WHEREAS**, in accordance with Chapter 10 of Title 1 of the City of Des Plaines City Code and the City's purchasing policy, the City has determined that procurement of the Services does not require competitive bidding because the Services require a high degree of professional skill where the ability or fitness of the individual plays an important part; and

**WHEREAS**, Alfred G. Ronan, Ltd. ("*Consultant*"), has performed the Services for the City in the past to the City's satisfaction, and the City has a satisfactory relationship with Consultant; and

**WHEREAS**, the City desires to enter into a one-year agreement commencing on December 1, 2016 with Consultant to procure the Services in the amount of \$5,000 per month and in the total not-to-exceed amount of \$60,000 ("*Agreement*"); and

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

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

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

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

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

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

**PASSED** this \_\_\_ day of \_\_\_\_\_, 2016.

**APPROVED** this \_\_\_ day of \_\_\_\_\_, 2016.

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

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

ATTEST:

Approved as to form:

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

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

DP-Resolution Approving Agreement with Alfred G Ronan Ltd for Lobbying Services thru 11-30-17

## **GOVERNMENTAL CONSULTING SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into as of this 1<sup>st</sup> day of December, 2016, by and between Alfred G. Ronan, Ltd., a consulting firm with offices at 328 S. Oak Park Ave., Suite 1, Oak Park, IL 60302 (hereinafter called "*Ronan*"), and the City of Des Plaines with its principal offices at 1420 Miner Street, Des Plaines, IL 60016 (hereinafter called "*City*").

### **WITNESSETH:**

WHEREAS, THE CITY wishes to retain Alfred G. Ronan, Ltd. to perform certain lobbying services (hereinafter more particularly described) on behalf of the City and its subsidiaries in the State of Illinois; and

WHEREAS, ALFRED G. RONAN, LTD. has represented to the City that it is capable and is willing to undertake the performance of lobbying services in the State of Illinois.

NOW, THEREFORE, in consideration of the payments to be made to Alfred G. Ronan, Ltd., as herein provided, and the mutual agreements herein contained, the parties agree as follows:

#### **1. Terms and Termination.**

- (a) This agreement shall be effective as of December 1, 2016, and shall continue in full force and effect through November 30, 2017; provided, however, that should Alfred G. Ronan, Ltd.'s performance of the lobbying services prove unsatisfactory to the City, the City may terminate this Agreement at any time without liability upon thirty (30) days' written notice to Alfred G. Ronan, Ltd., and provided further, however, that the City may terminate this Agreement with respect to itself pursuant to Section 4.
- (b) For and in consideration of Ronan's performance of services in accordance with the terms and conditions of this agreement, the City shall pay Ronan, a fee of \$5,000 per month, payable upon monthly invoice.
- (c) It is understood and agreed that the compensation recited within this section includes usual and ordinary costs and expenses. If Ronan determines that there is a need to incur extraordinary costs and expenses in the performances of services hereunder, then in that event, City shall reimburse Ronan for the same, provided the nature, amount and circumstances thereof are fully disclosed to and approved by an authorized representative designated by the City prior to the time the same are incurred, and upon receipt of a detailed accounting of all such extraordinary costs and expenses.

#### **2. Lobbying and Governmental Consulting Services.**

(a) The City hereby retains Ronan, and Ronan, hereby undertakes to exercise its best efforts to protect and promote the business, products, reputation and interests of the City and its Subsidiaries in the State of Illinois performing lobbying services (hereby called "Services"). Such Services shall include, but not be limited to, the following:

- (i) Monitoring and keeping the City apprised on a regular basis of all legislation, bills, amendments, and regulatory activity now pending or proposed, or which may be proposed during the term hereof, in the Illinois state legislature or in any agency or department of the State of Illinois, pertaining to the business, products, reputation or interests of the City or its subsidiaries; and
  - (ii) Providing the City with information and guidance as to the matters described herein and making recommendations as to appropriate actions which should be taken consistent with the objectives of this Agreement; and
  - (iii) Lobbying efforts with Key legislative or regulatory officials and their staffs, on matters pertaining to the business, products, reputation or interests of the City or its subsidiaries; and
  - (iv) On instructions from an authorized representative, undertaking such actions as the City may deem appropriate and consistent with the objectives of this Agreement, which actions shall include, but not be limited to, appearing and/or testifying at hearings and promote the interests of the City and its subsidiaries with respect to matters and/or proceedings proposed or pending before legislative, administrative and/or executive governmental bodies. The procurement of funding for City capital projects as direct by the City.
- (b) Ronan shall maintain close liaison and frequent communication with the authorized representatives designated by the City, particularly during critical periods or on priority items.
- (c) Alfred G. Ronan, Ltd. Shall provide the City with monthly written reports on its activities.

3. **Confidentiality.**

Inasmuch as in the rendering of Services hereunder, Ronan, its associates and employees may acquire confidential information and data concerning the business and operations of, or belonging to the City, and additional information and data will be made available to or developed by Ronan; Ronan agrees to treat and maintain all such information and data as the City's confidential property and not to divulge it to others at any time or use it for private purposes or otherwise, except as such use or disclosure may be required in connection with performance of the Services or as may be consented to by the City, unless and until such information becomes a part of the public domain or Ronan legally acquires such information without restriction on disclosure from sources other than the City or other companies with whom the City has a business relationship.

4. **Relationship with Other Clients.**

In the event that a possible conflict of interest arises at any time during the term of this Agreement between the interests of the City or its subsidiaries and those of Ronan's other clients, Ronan agrees to promptly notify the City and shall, if so directed by the City refrain from performing services with respect to such area of competing

interest. Ronan agrees that the City shall have the right to terminate this Agreement without liability upon written notice to Ronan, if, in the City's judgment, upon reasonable basis, Ronan's representation of its other clients conflicts with the best interests of the City's or its subsidiaries.

In interpreting the above provision, the parties agree that Ronan's number one priority is to maintain or strengthen funds available to the City. The parties acknowledge that Ronan's objective in representing the City of Des Plaines is to maximize revenues sources as identified and directed by the City. Ronan's representation of other entities does not result in a conflict as long as said representation does not conflict with this objective.

5. **Independent Contractor.**

Alfred G. Ronan, Ltd is and shall act as an independent contractor in performing Services hereunder.

6. **Non-Assignment.**

This Agreement shall be personal to the parties hereto and no party shall (by operation of law or otherwise) transfer or assign its rights or delegate its performance hereunder; and any such transfer, assignment or delegation shall be void and of no effect.

7. **Miscellaneous.**

(a) This agreement constitutes the full understanding of the parties and a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement relating to Ronan's performing services hereunder and supersedes any and all prior agreements, whether written or oral between the parties. No waiver by any party with respect to any breach or default or of any right or remedy, nor any course of dealing, shall be deemed to constitute a continuing waiver or any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound.

(b) All provisions of this Agreement are severable and any provision which may be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions.

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the date first above written.

Alfred G. Ronan, Ltd

City of Des Plaines

By \_\_\_\_\_  
**Alfred G. Ronan**  
Title: President

By \_\_\_\_\_  
**Michael G. Bartholomew**  
Title: City Manager



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: November 1, 2016

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

From: Jon Duddles, P.E., CFM, Assistant Director of Public Works and Engineering *AD*  
Timothy Oakley, P.E., CFM, Director of Public Works and Engineering *PO*

Subject: Engineering Services Master Contract - Haeger Engineering, LLC

**Issue:** The City had a master contract with Haeger Engineering, LLC, a professional engineering consulting firm, which has expired and requires renewal.

**Analysis:** The master contract allows the City to enter into professional service Task Order agreements with the consultant to perform a variety of engineering services. The Task Order agreements are presented individually for approval.

The City's general counsel has provided an updated master consulting agreement for the consultant to execute that will expire December 31, 2019.

**Recommendation:** We recommend approval of the new master contract with Haeger Engineering, LLC, 100 East State Parkway, Schaumburg, IL 60173 for professional engineering services.

**Attachments:**  
Resolution R-176-16  
Exhibit A – Haeger Engineering Master Contract

**CITY OF DES PLAINES**

**RESOLUTION R - 176 - 16**

**A RESOLUTION APPROVING A MASTER CONTRACT WITH HAEGER ENGINEERING, LLC, FOR PROFESSIONAL ENGINEERING 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 desires to retain an engineering firm to perform engineering services for the City as such services are needed over time ("*Engineering Services*"); and

**WHEREAS**, Haeger Engineering, LLC ("*Consultant*"), has performed Engineering Services for the City in the past to the City's satisfaction; and

**WHEREAS**, the City desires to enter into a master contract with Consultant to perform Engineering Services as required by the City ("*Master Contract*") pursuant to task orders issued by the City in accordance with Chapter 10 of Title 1 of the City Code of the City of Des Plaines, the City's purchasing policy, and the Master Contract; and

**WHEREAS**, in accordance with Chapter 10 of Title 1 of the City Code of the City of Des Plaines and the City purchasing policy, City staff has determined that the procurement of the Engineering Services does not require competitive bidding because the Engineering Services require a high degree of professional skill and judgment where the ability or fitness of the individual plays an important part; and

**WHEREAS**, the City Council has determined that is in the best interest of the City to enter into the Master Contract with Consultant;

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

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

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

**SECTION 3: AUTHORIZATION TO EXECUTE MASTER CONTRACT.** 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 Master Contract only after receipt by the City Clerk of at least two executed copies of the Master Contract from Consultant; provided, however, that if the City Clerk

does not receive such executed copies of the Master Contract from Consultant within 30 days after the date of adoption of this Resolution, then this authority to execute and seal the Master Contract 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 \_\_\_\_\_, 2016.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

---

**MAYOR**

ATTEST:

Approved as to form:

---

**CITY CLERK**

---

**Peter M. Friedman, General Counsel**

DP-Resolution Approving Master Contract with Haeger Engineering for Professional Engineering Services

Master Contract  
Between the City of Des Plaines  
And Haeger Engineering, L.L.C.  
For Engineering Services

Master Contract  
Between the City of Des Plaines  
And Haeger Engineering, L.L.C.  
For Engineering Services

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Master Contract  
Between The City of Des Plaines  
And Haeger Engineering, L.L.C.  
For Engineering Services

This contract (the “*Master Contract*”) is dated as of December 1, 2016 (the “*Effective Date*”) and is by and between the City of Des Plaines (the “*City*”) and Haeger Engineering, L.L.C. (the “*Consultant*”).

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**ARTICLE 1. THE SERVICES**

1.1 Intent; Conflicts. It is the intent of the parties that this Master Contract govern the relationship of the parties. Specific terms related to a project will be contained in a task order as provided in Section 1.2. In the event of a conflict between the provisions of this Master Contract and any task order, then provisions of this Master Contract will apply and control.

1.2 Task Orders. The Consultant will perform services for the City from time to time as set forth in written task orders issued by the City on a project-by-project basis (the “*Services*”), provided, however, that any task order in an amount exceeding \$10,000 must be approved by the City Council. A task order will be in the form generally as provided in Attachment A attached to and by this reference incorporated into this Master Contract (a “*Task Order*”) and in final form acceptable to the City and executed by the Parties. Each Task Order will include the Services to be performed under that Task Order (collectively a “*Project*”).

1.3 Project Time. Each Task Order will include a time schedule for the Project (a “*Project Schedule*”) including without limitation a date for completion of the Project (the “*Project Completion Date*”).

1.4 Term; Extensions. This Master Contract commences on the Effective Date and terminates on December 31, 2019 unless terminated earlier pursuant to Article 8 of this Master Contract (the “*Term*”). All terms of this Master Contract, including without limitation pricing terms, are firm during the Term, unless a change is explicitly agreed to by the City in a Task Order. The Parties may extend this Contract for two additional one-year periods (each an “*Extended Term*”). Pricing terms may be adjusted by agreement at the beginning of an Extended Term.

1.5 No Guarantee of Work; Other Contracts. This Master Contract does not guarantee that the Consultant will be awarded Projects by the City, and the City has no duty or obligation to award Projects to the Consultant. Also, the City may enter into master contracts with other consultants, pursuant to which the City may award work from time to time at the City’s discretion.

1.6 Responsibility of Consultant to Perform. The Consultant must provide all personnel necessary to complete the Services. The Consultant must perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the City in writing. All sub-consultants and supplies used by the Consultant in the performance of Services must be acceptable to, and approved in advance by, the City. The City's approval of any sub-consultant or supplier will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Master Contract and the relevant Task Order. All Services performed by any sub-consultant or supplier are subject to all of the provisions of this Master Contract and the relevant Task Order in the same manner as if performed directly by the Consultant. If any sub-consultant or supplier fails to properly perform any Services undertaken by it in compliance with this Master Contract or the relevant Task Order, then the Consultant, immediately on notice from the City, must remove that sub-consultant or supplier and undertake the Services itself or replace the sub-consultant or supplier with a sub-consultant or supplier acceptable to the City. The Consultant will have no claim for damages, for compensation in excess of the Compensation, or for delay or extension of the Project Schedule as a result of any such removal or replacement.

1.7 Financial Ability to Perform. Each time when executing a Task Order, the Consultant represents and declares that it is financially solvent, has the financial resources necessary, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Project set forth in the Task Order in full compliance with, and as required by or pursuant to, the Task Order and this Master Contract.

## ARTICLE 2. COMPENSATION AND PAYMENT

2.1 Pricing Schedule. As compensation for the performance of the Services ("*Compensation*"), the City will pay the Consultant the amounts set forth in Attachment B attached to and by this reference incorporated into this Master Contract (the "*Pricing Schedule*"). The Parties may agree to different or additional pricing terms in a Task Order ("*Project-Specific Pricing*"). Except for the Compensation and any Project-Specific Pricing, the City will have no liability for any expenses or costs incurred by the Consultant.

2.2 Monthly Payment; Invoices. The Compensation for a Project will be paid in monthly installments. The Consultant must submit to the City, on a monthly basis unless the Parties agree in a Task Order to a different schedule, a written invoice for payment for completed work. The City may specify the specific day of the month on or before which invoices must be filed. Each invoice must be accompanied by receipts, vouchers, and other documents as necessary to reasonably establish the Consultant's right to payment of the Compensation stated in the invoice. In addition, each invoice must include (a) employee classifications, rates per hour, and hours worked by each classification and, if the Project is to be performed in separate phases, for each phase, (b) total amount billed in the current period and total amount billed to date and, if the Project is to be performed in separate phases, for each phase, and (c) the estimated percent completion of the Project and, if the Project is to be performed in separate phases, for each phase.

2.3 Taxes. The Compensation includes applicable federal, State of Illinois, and local taxes of every kind and nature applicable to the services provided by the Consultant and all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. The Consultant will never have a claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees.

2.4 Final Payment. A Project, or a phase of a Project, will be considered complete on the date of final written acceptance by the City of the Services or the relevant phase of the Services. Services related to a submission of the Consultant will be deemed accepted by the City if the City does not object to those Services in writing within 30 days after the submission by the Consultant of an invoice for final acceptance and payment. The City will make final payment to the Consultant within 30 days after final acceptance of the Services and any Project-Specific Compensation, after deducting therefrom charges, if any, as provided in this Master Contract or the relevant Task Order (“*Final Payment*”). The acceptance by the Consultant of Final Payment will operate as a full and complete release of the City by the Consultant of and from any and all lawsuits, claims, or demands for further payment of any kind for the Services encompassed by the Final Payment.

2.5 Deductions. Notwithstanding any other provision of this Master Contract, the City may deduct and withhold from any payment or from Final Payment such amounts as may reasonably appear necessary to compensate the City for any loss due to (1) Services that are defective, nonconforming, or incomplete, (2) liens or claims of lien, (3) claims against the Consultant or the City made by any of the Consultant’s sub-consultants or suppliers or by other persons about the Services, regardless of merit, (4) delay by the Consultant in the completion of the Services, (5) the cost to the City, including without limitation reasonable attorneys’ fees, of correcting any of the matters stated in this Section or exercising any one or more of the City’s remedies set forth in Section 8.3 of this Master Contract. The City will notify the Consultant in writing given in accordance with Section 9.10 of this Master Contract of the City’s determination to deduct and withhold funds, which notice will state with specificity the amount of, and reason or reasons for, such deduction and withholding.

2.6 Use of Deducted Funds. The City will be entitled to retain any and all amounts withheld pursuant to Section 2.5 above until the Consultant either has performed the obligations in question or has furnished security for that performance satisfactory to the City. The City will be entitled to apply any money withheld or any other money due to the Consultant to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and reasonable attorneys’ fees (collectively “*Costs*”) incurred, suffered, or sustained by the City and chargeable to the Consultant under this Contract. Keeping Books and Accounts. The Consultant must keep accounts, books, and other records of all its billable charges and costs incurred in performing Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. The Consultant must make all such material available for inspection by the City, at the office of the Consultant during normal business hours during the Term and for a period of three years after termination of this Master Contract. Copies of such material must be furnished to the City at the City’s request and expense. **PERFORMANCE OF PROJECT AND SERVICES**

3.1 Standard of Performance. The Consultant must perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the Chicago Metropolitan Region (the “*Standard of Performance*”). All Services must be free from defects and flaws, must conform to the requirements of this Master Contract and applicable Task Order, and must be performed in accordance with the Standard of Performance. The Consultant is fully and solely responsible for the quality, technical accuracy, completeness, and coordination of all Services, unless specifically provided otherwise in a Task Order.Correction of Defects. The Consultant must provide, for no additional Compensation and at no separate expense to the City, all work required to correct any defects or deficiencies in the performance of Services, regardless of whether the defect or deficiency relates to the work of the Consultant or of the Consultant’s sub-consultants or suppliers, so long as that notice of the defects is given by the City to the Consultant within two years after completion of the Services.Risk of Loss. The Consultant bears the risk of loss in providing all Services. The Consultant is responsible for any and all damages to property or persons caused by any Consultant error, omission, or negligent act and for any losses or costs to repair or remedy any work undertaken by the City based on the Services as a result of any such error, omission, or negligent act. Notwithstanding any other provision of this Master Contract or any Task Order, the Consultant’s obligations under this Section 3.3 exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of the City or the Consultant, to indemnify, hold harmless, or reimburse the Consultant for damages, losses, or costs.Opinions of Probable Cost. The Parties recognize that neither the Consultant nor the City has control over the costs of labor, materials, equipment, or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors’ methods of determining their prices. Accordingly, any opinions of probable costs provided under this Master Contract or a Task Order are considered to be estimates only, made on the basis of the Consultant’s experience and qualifications, and those opinions represent the Consultant’s best judgment as an experienced and qualified professional, familiar with the industry. The Consultant does not guaranty that proposals, bids, or actual costs will not vary from the opinions prepared by the Consultant.Responsibility for Work by Contractors. Except as provided in a Task Order, and subject to the next sentence of this Section 3.5, the Consultant is not responsible for a contractor’s construction means, methods, techniques, sequences or procedures, time of performance, compliance with law, or safety precautions and programs, and the Consultant does not guarantee the performance of a contractor. Nothing in the previous sentence may be construed or applied to limit the responsibility of the Consultant to properly perform, or the liability of the Consultant for failure to properly perform, all of the Services required by the Consultant under this Master Contract or a Task Order, which Services may include contract and work oversight, inspections of work performed by a contractor, contract compliance services, and similar services.City Responsibilities. Except as provided in this Master Contract or in a Task Order, the City, at its sole cost and expense, will have the following responsibilities:

(a) To designate a person with authority to act as the City’s representative on each Project. In the absence of a written designation, the City’s representative will be the City’s Director of Public Works and Engineering. The City’s representative will have the authority to act on behalf of the City as provided in a Task Order, except on matters that require approval of the City Council.

(b) To provide to the Consultant all criteria and information about the requirements for a Project or Services, including, as relevant, the City's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations.

(c) To provide to the Consultant existing studies, reports, and other available data relevant to a Project.

(d) To arrange for access to, and make provisions for the Consultant to enter on, public and private property as reasonably required for a Project.

(e) To provide, as relevant, surveys describing physical characteristics, legal limitations, and utility locations for a Project and the services of other consultants when the services of other consultants are requested by the Consultant and are necessary for the performance of the Services.

(f) To provide structural, mechanical, chemical, air and water tests, tests for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by the City in connection with a Project, except the extent such tests, inspections, or reports are part of the Services.

(g) To review reports, documents, data, and all other information presented by the Consultant as appropriate.

(h) To provide approvals from all governmental authorities having jurisdiction over a Project when requested by the Consultant, except the extent such approvals are part of the Services.

(i) To provide, except as provided under Article 5 and Article 6 of this Master Contract, all accounting, insurance, and legal services as may be necessary from time to time in the judgment of the City to protect the City's interests with respect to a Project.

(j) To attend Project-related meetings.

(k) To give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of Services, except that the inability or failure of the City to give any such a notice will not relieve the Consultant of any of its responsibilities under this Master Contract or any Task Order.

3.7 Time of the Essence. Time is of the essence for each Project and all activities with regard to the performance of a Project.

3.8 Suspension of Services, Project. The City, at any time and for any reason, may suspend work on any or all Services or Project by issuing a written work suspension notice to the Consultant. The Consultant must stop the performance of all Services within the scope of the suspension notice until the City directs the Consultant in writing to resume performance.

#### **ARTICLE 4. TASK CHANGE ORDERS; DELAYS**

4.1 Task Change Orders. The City, from time to time, may issue a written order modifying or otherwise changing the scope of the Services included in a Task Order (a “*Task Change Order*”) provided, however, that any Task Change Order in an amount exceeding \$10,000 must be approved by the City Council. The Task Change Order will be generally in the form attached to and by this reference incorporated into this Master Contract as Attachment C. The Consultant may request a Task Change Order based on a material change to a Project or any Services required as part of a Project. A Task Change Order may include additions to and deletions from the Services and will include any equitable increases or decreases to the Compensation for the Project.

4.2 Revision Notices. Within 10 days after the date of a Task Change Order, and in any event before the Consultant begins work on any changed Services, the Consultant must notify the City in writing if the Consultant desires a revision to the Task Change Order (a “*Revision Notice*”). The Revision Notice must clearly state the Consultant’s requested revisions and the reasons for the revisions. If the City agrees to any revision, then the City will issue a revised Task Change Order in a form acceptable to the Parties. If the Consultant does not submit a Revision Notice within the 10-day period, then the Consultant will be deemed to have accepted the Task Change Order and the Task Change Order will be final.

4.3 Disagreements over Task Change Order Terms. If the City and the Consultant cannot agree on the proposed revisions to the Compensation or Project Schedule terms of a Task Change Order, then the Parties will apply the dispute resolution provisions of this Master Contract in order to reach agreement. In that event, the Consultant must proceed diligently with the revised Services as directed by City pending resolution of the disagreement. The Consultant will be compensated equitably for the work the Consultant undertakes during the disagreement resolution process.

4.4 No Change in Absence of Task Change Order. No claim for an adjustment in Compensation or Project Schedule will be made or allowed unless it is embodied in a Task Change Order signed by the City and the Consultant. If the Consultant believes it is entitled to an adjustment in the Compensation or Project Schedule terms that has not been included, or fully included, in a Task Change Order, then the Consultant may submit to the City a written request for the issuance of, or revision of, a Task Change Order including the desired adjustment. The Consultant’s request must be submitted before the Consultant proceeds with any Services for which an adjustment is desired.

4.5 Delays. If a delay in providing Services results from one or more causes that could not be avoided or controlled by the Consultant, then the Consultant may be entitled to an extension of the Project Schedule for a period of time equal to that delay, or an adjustment in Compensation for extra costs related to the delay, or both. The Consultant must notify the City in writing within 10 days after the start of the delay and again in writing within 10 days after the delay has ended (the “*Delay Period*”). The first notice must state the cause or causes of the delay and the impact of the delay on providing Services. The second notice must state the cause or causes of the delay, the length of the day, the reasons why the delay disrupted performance of the Services and the Consultant’s request, if any, for a change in Compensation or Project Schedule. If the Consultant fails to submit notices as provided in this Section 4.5, then the

Consultant will be deemed to have waived any right to an adjustment in Compensation for the Services.

## ARTICLE 5. INSURANCE

5.1 Insurance. The Consultant must procure and maintain, for the duration of this Master Contract, insurance as provided in this Article 5.

### 5.2 Scope of Coverage.

(a) Commercial General Liability. Insurance Services Office Commercial General Liability occurrence form CG 0001, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A), CG 2026(Exhibit B).

(b) Automobile Liability. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."

(c) Professional Liability. Indemnification and defense for injury or damage arising out of negligent acts, errors, or omissions in providing professional services.

(d) Workers' Compensation and Employers' Liability. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

### 5.3 Minimum Limits of Coverage.

(a) Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury and for property damage and \$1,000,000 per occurrence for personal injury. The general aggregate must be twice the required occurrence limit. Minimum General Aggregate must be no less than \$2,000,000 or a project-contract specific aggregate of \$1,000,000.

(b) Business Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.

(c) Workers' Compensation and Employers' Liability. Workers' Compensation Coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

(d) Professional Liability. \$1,000,000 each claim with respect to negligent acts, errors, and omissions in connection with all professional services to be provided under this Master Contract and any Task Order, with a deductible not-to-exceed \$150,000 without prior written approval.

5.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer must reduce or eliminate such deductibles or self-insured retentions with respect to the

City and its officials, employees, agents, and representatives or the Consultant must procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses. This provision does not apply to Paragraph 5.3(d) above.

5.5 Additional Requirements. The insurance policies must contain, or be endorsed to contain, the following provisions:

(a) Commercial General Liability and Automobile Liability Coverage. The City and its officials, employees, agents, and representatives must be covered as additional insured as respects: liability arising out of the Consultant's work, including without limitation activities performed by or on behalf of the Consultant and automobiles owned, leased, hired, or borrowed by the Consultant. Coverage must contain no special limitations on the scope of protection afforded to the City or its officials, employees, agents, and representatives.

(b) Primary Coverage. The insurance coverage must be primary with respect to the City and its officials, employees, agents, and representatives. Any insurance or self-insurance maintained by the City and its officials, employees, agents, and representatives will be excess of the Consultant's insurance and will not contribute with it.

(c) Reporting Failures. Any failure to comply with reporting provisions of any policy must not affect coverage provided to the City and its officials, employees, agents, and representatives.

(d) Severability of Interests/Cross Liability. The insurance must contain a Severability of Interests/Cross Liability clause or language stating that the insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's ability.

(e) Umbrella Policies. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant must name the City and its officials, employees, agents, and representatives as additional insureds under the umbrella policy.

(f) Occurrence Form. All general liability coverage must be provided on an occurrence policy form. Claims-made general liability policies are not acceptable.

(g) Workers' Compensation and Employers' Liability Coverage. The insurer must agree to waive all rights of subrogation against the City and its officials, employees, agents, and representatives for losses arising from work performed by the Consultant.

(h) Professional Liability. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of this Master Contract. If the policy is cancelled, non-renewed, or switched to an occurrence form, then the Consultant must purchase supplemental extending reporting period coverage for a period of not less than three years.

(i) All Coverage. Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice to the City by certified mail, return receipt requested.

(j) Acceptability of Insurers. Unless specifically approved in writing in advance by the City, all insurance must be placed with insurers with a Best's rating of no less than A-, VII. All insurers must be licensed to do business in the State of Illinois.

5.6 Verification of Coverage. The Consultant must furnish the City with certificates of insurance naming the City and its officials, employees, agents, and representatives as additional insureds and with original endorsements affecting coverage required by this Article 5. The certificates and endorsements for each insurance policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the City and in any event must be received and approved by the City before any work commences. Other additional-insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the ISO Additional Insured Endorsements CG 2010 or CG 2026. The City reserves the right to request a full certified copy of each insurance policy and endorsement.

5.7 Sub-Consultants and Suppliers. The Consultant must include all sub-consultants as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors are subject to all of the requirements stated in this Article 5, except its professional liability policy.

## ARTICLE 6. INDEMNIFICATION

6.1 Agreement to Indemnify. To the fullest extent permitted by law, the Consultant hereby agrees to indemnify and, at the City's request, defend the City and its officials, employees, agents, and representatives (collectively the "*Indemnified Parties*") as follows:

(a) Against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs, and expenses (collectively "*Professional Liability Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the negligent performance of any professional Services by the Consultant or its employees or sub-consultants or that may in any way result therefrom, except only Claims arising out of the sole legal cause of the City; and

(b) Against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs, and expenses (collectively "*General Liability Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the negligent act or omission of the Consultant or its employees or sub-consultants other than any professional Service or that may in any way result therefrom, except only General Liability Claims arising out of the sole legal cause of the City.

6.2 Notice of Claim to Consultant. The City must provide notice of a Claim to the Consultant within 10 business days after the City acquires knowledge of that Claim.

6.3 No Limit Based on Insurance. The Consultant expressly acknowledges and agrees that any performance bond or insurance policy required by this Contract, or otherwise provided by the Consultant, will in no way limit the responsibility to indemnify and defend the Indemnified Parties or any one of them.

6.4 Withholding Payment. To the extent that any payment is due to the Consultant under this Contract, the City may withhold that payment to protect itself against any loss until all claims, suits, or judgments have been settled or discharged and evidence to that effect has been furnished to the satisfaction of the City.

6.5 Limit on Duty to Indemnify. The Consultant is not required to indemnify an Indemnified Party to the extent a Claim resulted primarily from the negligence or willful misconduct of the Indemnified Party.

#### **ARTICLE 7. INFORMAL DISPUTE RESOLUTION**

7.1 Dispute Resolution Panel. Any dispute between the City and the Consultant related to this Master Contract or a Task Order will be submitted to a dispute resolution panel comprised of two representatives of each Party who have been given the authority to agree to a resolution of the dispute. The panel may meet or may conduct its discussions by telephone or other electronic means. If the panel has failed to convene within two weeks after the request of either Party, or is unable to resolve the dispute within 30 days, then either Party may exercise any other rights it has under this Master Contract.

7.2 Communications in Nature of Settlement. All communications between the Parties in connection with the attempted resolution of a dispute will be confidential and will be deemed to have been delivered in furtherance of dispute settlement and thus will be exempt from discovery and production, and will not be admissible in evidence whether as an admission or otherwise, in any arbitration, judicial, or other proceeding for the resolution of the dispute.

7.3 Performance of Services. During the dispute resolution process, the Consultant must proceed diligently with the performance of Services.

#### **ARTICLE 8. TERMINATION**

8.1 Master Contract is At-Will. This Master Contract is at-will and may be terminated by the City at any time at the City's convenience, without reason or cause. If the City terminates this Master Contract without reason or cause, then the Consultant will be entitled to Compensation for all Service performed by the Consultant up to the date of termination. The Consultant is not entitled to compensation of any kind, including without limitation for lost profit, for any Services not performed by the Consultant.

8.2 Termination by City for Breach. The City at any time, by written notice, may terminate this Master Contract and any Task Order on account of breach by the Consultant and failure of the Consultant to cure the breach within 10 days after that written notice or such further time as the City may agree, in the City's sole discretion, in response to a written notice from the Consultant seeking additional time to cure. "Breach" by the Consultant includes (a)

failure of the Consultant to adhere to any terms or conditions of this Master Contract or any Task Order, (b) failure of the Consultant to properly perform Services, (c) or failure of the Consultant to maintain progress in the performance of Services so as to endanger proper performance of the Project within the Project Schedule, (d) failure of the Consultant to have or maintain adequate financial or legal capacity to properly complete a Project or any Services.

8.3 City Remedies. If the City terminates this Master Contract or any Task Order for Breach by the Consultant, then the City will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

(a) The City may recover from the Consultant any and all costs, including without limitation reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach.

(b) The City may withhold any or all outstanding Compensation under any Task Order to reimburse itself or pay for any and all costs, including without limitation reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach. In that event, the City will pay any excess funds to the Consultant, if any, after all of the City's costs are reimbursed or paid. If the Compensation withheld by the City is insufficient to reimburse the City for, or pay, all costs, then the City will have the right to recover directly from the Consultant a sum of money sufficient to reimburse itself, or pay, all remaining costs.

8.4 Termination for Convenience. If, after termination of this Master Contract by the City for breach, it is determined that the Consultant was not in breach or that the termination otherwise was irregular or improper, then the termination shall be deemed to have been made for the convenience of the City under Section 8.1 of this Master Contract.

8.5 Termination by Consultant for Breach. The Consultant at any time, by written notice, terminate this Master Contract on account of failure by the City to properly pay the Consultant and failure of the City to cure the breach within 10 days after that written notice or such further time as the Consultant may agree, in the Consultant's sole discretion, in response to a written notice from the City seeking additional time to cure.

8.6 Termination by Consultant without Cause. The Consultant may terminate this Master Contract without cause on 30 days written notice to the City, except that no such termination will become effective until after the Consultant has completed, and the City has approved and accepted, all Projects for which Task Orders have been issued and all Services related to those Projects.

## **ARTICLE 9. LEGAL RELATIONSHIPS AND GENERAL REQUIREMENTS**

9.1 Consultant as Independent Consultant. For purposes of this Contract, the Consultant is an independent consultant and is not, and may not be construed or deemed to be an employee, agent, or joint venturer of the City.

9.2 Compliance with Laws; Communications with Regulators. The Consultant must comply with all statutes, ordinances, codes, and regulations applicable to the Services. Except to the extent expressly set forth in this Master Contract or a Task Order, the Consultant may not communicate directly with applicable governmental regulatory agencies with regard to Services without prior express authorization from the City. The Consultant must direct inquiries from governmental regulatory agencies to the City for appropriate response.

9.3 Consultant Payments; Waivers of Liens. The Consultant must pay promptly for all services, labor, materials, and equipment used or employed by the Consultant in the performance of any Services and must not cause any materials, equipment, structures, buildings, premises, and property of the City to be impressed with any mechanic's lien or other liens. The Consultant, if requested, must provide the City with reasonable evidence that all services, labor, materials, and equipment have been paid in full and with waivers of lien as appropriate.

9.4 Permits and Licenses. Unless otherwise provided in a Task Order, the Consultant must obtain and pay for all permits and licenses, registrations, qualifications, and other governmental authorizations required by law that are associated with the Consultant's performance of Services.

9.5 Safety; Hazardous Materials.

(a) Protection of Health, Environment. The Consultant's personnel must be experienced and properly trained to perform the Services and must take adequate precautions to protect human health and the environment in the performance of Services.

(b) Notice of Hazardous Conditions. If the Consultant observes a potentially hazardous condition relating to the Services, the Consultant must bring that condition to the attention of the City.

(c) Hazardous Materials. The Consultant acknowledges that there may be hazardous substances, wastes, or materials as defined by applicable Law ("Hazardous Materials") at a Project site or otherwise associated with Services, and the Consultant under those circumstances must take appropriate precautions to protect its employees, sub-consultants, and suppliers.

9.6 Intellectual Property. The Consultant may not infringe on any intellectual property (including but not limited to patents, trademarks, or copyrights) (collectively "*Intellectual Property*") in the performance of Services. If ever the Consultant is alleged to have infringed on any Intellectual Property, then, in addition to the Consultant's obligations to indemnify Indemnified Parties under this Master Contract, the Consultant also, at the sole discretion of the City and at the Consultant's sole expense (a) procure for the City the right to continue using the infringing subject matter, or (b) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the requirements of this Master Contract and the relevant Task Order, or (c) reimburse the City for all payments made to the Consultant relating to or impacted by the infringing material and all costs incurred by City resulting from such infringement.

9.7 Confidential Information. All information and data disclosed by the City and developed or obtained under this Master Contract must be treated by the Consultant as proprietary and confidential information (“*Confidential Information*”). The Consultant must not disclose Confidential Information without the City’s prior written consent. No person may use Confidential Information for any purpose other than for the proper performance of Services. The obligations under this Section 9.7 does not apply to Confidential Information that is (i) in the public domain without breach of this Contract, (ii) developed by the Consultant independently from this Master Contract, (iii) received by the Consultant on a non-confidential basis from others who had a right to disclose the information, or (iv) required by law to be disclosed, but only after prior written notice has been received by City and City has had a reasonable opportunity to protect disclosure of the Confidential Information. The Consultant must ensure that the foregoing obligations of confidentiality and use extend to and bind the Consultant’s sub-consultants and suppliers.

9.8 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Master Contract (collectively “*Data*”), other than the Consultant’s confidential information, will be and remain the sole property of the City. The Consultant must promptly deliver all Data to the City at the City’s request. The Consultant is responsible for the care and protection of the Data until that delivery. The Consultant may retain one copy of the Data for the Consultant’s records subject to the Consultant’s continued compliance with the provisions of this Article.

9.9 Copyrights and Patents. The Consultant agrees not to assert, or to allow persons performing under the Consultant’s control to assert, any rights to Data or establish any claim under design, patent, or copyright laws. It is expressly agreed that all copyrightable or patentable Data produced as part of Services has been specifically commissioned by the City and is considered “work for hire,” and that all copyrightable and other proprietary rights in that Data will vest solely in the City. Further, the Consultant agrees that all rights under copyright and patent laws under this Master Contract belong to the City. The Consultant hereby assigns any and all rights, title, and interests under copyright, trademark, and patent law to the City and agrees to assist the City in perfecting the same at the City’s expense.

9.10 Notices. Any notice or communication required by this Master Contract will be deemed sufficiently given if in writing and when delivered personally or upon receipt of registered or certified mail, postage prepaid, with the U.S. Postal Service and addressed as follows:

If to the City:  
City of Des Plaines  
Public Works and Engineering Department  
1420 Miner Street  
Des Plaines, Illinois 60016  
Attn: Public Works and Engineering Director

with a copy to:  
City of Des Plaines  
1420 Miner Street  
Des Plaines 60016  
Attn: City Manager

If to the Consultant:

Haeger Engineering, L.L.C.  
100 East State Parkway  
Schaumburg, IL 60173  
Attn: \_\_\_\_\_

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

or to such other address as the party to whom notice is to be given has furnished in writing.

9.11 No Waiver by City. No act, order, approval, acceptance, or payment by the City, nor any delay by the City in exercising any right under this Master Contract, will constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services or operate to waive any requirement or provision of this Master Contract or any remedy, power, or right of the City.

9.12 No Third-Party Beneficiaries. This Master Contract is for the benefit of the City and the Consultant only and there can be no valid claim made or held against the City or the Consultant by any third party to be a beneficiary under this Master Contract.

9.13 Survival of Terms. The following sections will survive the termination of this Master Contract: 2.7, 3.2, 6.1, 8.4, 9.7, 9.8, and 9.9.

9.14 Assignments. The Consultant may not assign or transfer any term, obligation, right, or other aspect of this Master Contract without the prior express written consent of the City. If any aspect of this Master Contract is assigned or transferred, then the Consultant will remain responsible to the City for the proper performance of the Consultant’s obligations under this Master Contract. The terms and conditions of any agreement by the Consultant to assign or transfer this Master Contract must include terms requiring the assignee or transferee to fully comply with this Master Contract unless otherwise authorized in writing by the City.

9.15 Amendments. This Master Contract may be amended only in writing executed by the City and the Consultant.

9.16 Governing Law. The validity, construction, and performance of this Master Contract and all disputes between the parties arising out of or related to this Contract will be governed by the laws of the State of Illinois without regard to choice or conflict of law rules or regulations.

9.17 Compliance with Laws, Grant Regulations. All Services must be provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules, and regulations. The Consultant also must comply with applicable conditions of any federal, state, or local grant received by the City with respect to this Master Contract or any Task Order. The Consultant will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the Consultant’s improper performance of, or failure to properly perform, any Services.

9.18 Representation of No Conflicts. The Consultant represents that (1) no City employee or agent is interested in the business of the Consultant or this Master Contract, (2) as of the Effective Date neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract, and (3) neither the Consultant nor any person employed by or associated with the Consultant may at any time during the Term obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract.

9.19 No Collusion. The Consultant represents that the Consultant is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is properly contesting its liability for the tax or the amount of the tax or (2) a violation of either Section 33E-3 or Section 33E-4 or Article 33E of the Criminal Code of 1961, 720 ILCS 5/22E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to the City prior to the execution of this Master Contract and that this Master Contract is made without collusion with any other person, firm, or corporation.

WHEREFORE, the City and the Consultant have caused this Master Contract to be executed by their duly authorized representatives as of the Effective Date.

CITY OF DES PLAINES

HAEGER ENGINEERING, L.L.C.

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

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

Name: Michael G. Bartholomew

Name: \_\_\_\_\_

Title: City Manager

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

#26028441\_v1

**ATTACHMENT A**

**TASK ORDER**

In accordance with Section 1.2 of the Master Contract dated \_\_\_\_\_, 20\_\_ between the City of Des Plaines (the “City”) and Haeger Engineering, L.L.C. (the “Consultant”), the Parties agree to the following Task Number \_\_\_:

**1. Contracted Services:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**3. Project Completion Date:**

All Contracted Services must be completed on or before: \_\_\_\_\_, 20\_\_.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED**

**[signature page follows]**

**CITY**

**HAEGER ENGINEERING, L.L.C.**

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

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

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

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

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

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

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

If greater than \$10,000, the City Council must approve the Task Order in advance and the City Manager's signature is required.

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

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

# ATTACHMENT B- PRICING SCHEDULE



100 East State Parkway  
Schaumburg, Illinois 60173  
tel: 847.394.6600  
fax: 847.394.6608

## Rates

(effective January 1, 2015)

### Man-Hour Rates

Principal	\$130.00	-	\$150.00
Associate	110.00	-	130.00
Project Engineer	90.00	-	110.00
Engineer	70.00	-	90.00
Professional Land Surveyor	100.00	-	120.00
Land Surveyor	80.00	-	100.00
Resident Engineer	80.00	-	100.00
Senior Technician	70.00	-	90.00
Technician	50.00	-	70.00
Administrative	50.00	-	70.00
Survey Crew One Man	110.00		
Survey Crew Chief	90.00		
Survey Crew Technician	50.00		
Survey Crew One Man Premium Time	130.00		
Survey Crew Chief Premium Time	110.00		
Survey Crew Technician Premium Time	70.00		
Survey Crew One Man Double Time	150.00		
Survey Crew Chief Double Time	130.00		
Survey Crew Technician Double Time	90.00		

#### Notes:

- 1.) A survey party consists of a crew chief and one or more technicians.
- 2.) Crew rates include a Robotic Total Station or GPS equipment.
- 3.) Premium Time occurs when work is requested / required on Saturday or after 8 hours per day.
- 4.) Double Time occurs when work is requested / required on Sunday or Official Holiday.

### Printing Rates

#### **Large Format**

20# Bond, Black & White	\$0.25 / SF
20# Bond, Color	\$0.60 / SF
24# Bright White, Color	\$1.00 / SF
Mylar / Film, Black & White	\$1.75 / SF
Matte / Glossy, Color	\$2.00 / SF

#### **Small Format**

8.5 x 11 Black & White on Bond	\$0.15 Each
11 x 17 Black & White on Bond	\$0.30 Each
8.5 x 11 Color on Bond	\$0.35 Each
11 x 17 Color on Bond	\$0.70 Each
8.5 x 11 Color on Matte / Glossy	\$0.50 Each
11 x 17 Color on Matte / Glossy	\$1.00 Each

Note: All other Reimbursable Expenses will be charged at cost plus 10%.

**ATTACHMENT C**

**TASK CHANGE ORDER FOR TASK NUMBER \_\_\_\_**

In accordance with Section 4.1 of the Master Contract dated \_\_\_\_\_, 20\_\_\_\_ between the City of Des Plaines (the “City”) and Haeger Engineering, L.L.C. (the “Consultant”), the Parties agree to the following Task Change Order for Task Number \_\_\_\_:

**1. Change in Contracted Services:**

---

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**2. Change in Project Schedule** (attach schedule if appropriate):

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**3. Change in Project Completion Date:**

All Contracted Services must be completed on or before \_\_\_\_\_, 20\_\_\_\_.

**4. Change in Compensation:**

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**5. Change in Project Specific Pricing** (if applicable).

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

**[signature page follows]**

**CITY**

**HAEGER ENGINEERING, L.L.C.**

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

\_\_\_\_\_  
Signature

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

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

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

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

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

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

If compensation greater than \$10,000, then the City Council must approve the Task Change Order in advance and the City Manager's signature is required.

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

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



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: November 2, 2016

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

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

Subject: Des Plaines River Road Streetscape Improvements – Engineering Services Task Order No 6

---

**Issue:** Design engineering services are required for the Des Plaines River Road Streetscape Improvements from Prairie Avenue to Perry Street that will be constructed in connection with the upcoming Des Plaines River Road Reconstruction project from Algonquin Road to Rand Road. The City is responsible for designing the streetscape enhancements that the Illinois Department of Transportation (IDOT) does not provide.

**Analysis:** Previously, Christopher B. Burke Engineering, LTD (CBBEL) has prepared design plans for all three phases of the downtown streetscape. Since CBBEL has intimate knowledge of the improvements needed, we contacted them to submit a proposal to prepare final plans and specifications for inclusion in IDOT's roadway plans. These design plans will then be incorporated with the Des Plaines River Road Reconstruction plans that the City will bid out in early 2017 (subject to State funding) in accordance with our jurisdictional transfer agreement (R-78-14) that we entered into with IDOT.

Task Order Number 6 is presented in accordance with our current master project agreement with CBBEL in the not to exceed amount of \$83,375.

**Recommendation:** We recommend approval of Task Order Number 6 with Christopher B. Burke Ltd., 9575 West Higgins Road, Suite 600, Rosemont, IL 60018 in the not to exceed amount of \$83,375.00. Source of funding would be budgeted TIF #1 funds.

**Attachments:**

Resolution R-177-16  
Exhibit A – CBBEL Task Order No. 6

**CITY OF DES PLAINES**

**RESOLUTION R - 177 - 16**

**A RESOLUTION APPROVING TASK ORDER NO. 6 WITH CHRISTOPHER B. BURKE ENGINEERING, LTD., FOR PROFESSIONAL ENGINEERING 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 Council approved Resolution R-34-16, which authorized the City to enter into a Master Contract with Christopher B. Burke Engineering, Ltd. ("*Consultant*"), to perform certain engineering services for the City as such services are needed over time; and

**WHEREAS**, the City desires to procure professional engineering services to prepare final plans and specifications for the streetscape improvements which will be incorporated into the River Road Reconstruction Project ("*Engineering Services*"); and

**WHEREAS**, in accordance with Chapter 10 of Title 1 of the City Code of the City of Des Plaines and the City purchasing policy, City staff has determined that the procurement of the Engineering Services does not require competitive bidding because the Engineering Services require a high degree of professional skill and judgment where the ability or fitness of the individual plays an important part; and

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

**WHEREAS**, the City requested a proposal from Consultant to perform the Engineering Services; and

**WHEREAS**, Consultant submitted a proposal in the not-to-exceed amount of \$83,375.00 to perform the Engineering Services; and

**WHEREAS**, the City has sufficient funds in the TIF #1 Fund for the procurement of the Engineering Services from Consultant; and

**WHEREAS**, the City desires to enter into Task Order No. 6 under the Master Contract for the procurement of the Engineering Services from Consultant in the not-to-exceed amount of \$83,375.00 ("*Task Order No. 6*"); and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to enter into Task Order No. 6 with Consultant;

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

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

**SECTION 2: APPROVAL OF TASK ORDER NO. 6.** The City Council hereby approves Task Order No. 6 in the not-to-exceed amount of \$83,375.00, in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

**SECTION 3: AUTHORIZATION TO EXECUTE TASK ORDER NO. 6.** The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, final Task Order No. 6 only after receipt by the City Clerk of at least one executed copy of final Task Order No. 6 from Consultant; provided, however, that if the City Clerk does not receive one executed copy of final Task Order No. 6 from Consultant within 60 days after the date of adoption of this Resolution, then this authority to execute and seal final Task Order No. 6 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 \_\_\_\_\_, 2016.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

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

ATTEST:

Approved as to form:

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

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

DP-Resolution Approving Task Order No 6 with Christopher B Burke for Engineering Services

TASK ORDER NO. 6  
TO MASTER CONTRACT BETWEEN THE CITY OF DES PLAINES  
AND CHRISTOPHER B. BURKE ENGINEERING, LTD.  
FOR CONSTRUCTION ENGINEERING SERVICES

In accordance with Section 1.2 of the Master Contract dated February 16, 2016 between the City of Des Plaines (the “City”) and Christopher B. Burke Engineering, Ltd., 9575 West Higgins Road, Rosemont, Illinois 60018 (the “Consultant”), the Parties agree to the following Task Number 6:

**1. Contracted Services:**

The Consultant will perform the services described in the "Scope of Services" set forth in the “Proposal for Construction Documents for City Master Plan – Phase 4: River Road Streetscape Enhancements (Prairie Ave to Perry St) prepared by the Consultant submitted to the City, and dated October 13, 2016 (“Proposal”).

**2. Project Schedule:**

The project schedule is reflected in the attached Proposal under “Anticipated Schedule on Page 4 of 5.

**3. Project Completion Date:**

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

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

In exchange for the Contracted Services, the Consultant will receive compensation on a time and materials basis in the amounts set forth in the Pricing Schedule attached to the Master Contract as Attachment B, but in no event will the compensation paid to the Consultant exceed \$83,375.00 as set forth in the Proposal under the section titled "Estimated of Fee”.

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

Not applicable.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED**

**CITY**

**CONSULTANT**

\_\_\_\_\_  
Signature

Director of Public Works & Engineering

\_\_\_\_\_, 2016

Date

\_\_\_\_\_  
Signature

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

\_\_\_\_\_, 2016

Date

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

\_\_\_\_\_  
Signature

City Manager

\_\_\_\_\_, 2016

Date

If greater than \$20,000, the City Council must approve the Task Order in advance and the City Manager's signature is required.

\_\_\_\_\_  
Signature

City Manager

\_\_\_\_\_, 2016

Date

#26478055\_v1



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

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

October 13, 2016

City of Des Plaines  
1420 Miner Street  
Des Plaines, IL 60016

Attention: Mr. Jon Duddles, PE, CFM  
Assistant Director of Public Works and Engineering

Subject: **Proposal for Construction Documents for  
City Master Plan - Phase 4:  
River Road Streetscape Enhancements (Prairie Ave to Perry St)**

Dear Mr. Duddles:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for landscape architecture and professional engineering services for the subject project. CBBEL will be the prime consultant with SPACECO (QAQC) and the Lakota Group (Landscape Architecture) completing our team. This proposal includes our Understanding of the Assignment, Scope of Services, Anticipated Schedule, and Estimate of Fee.

**UNDERSTANDING OF ASSIGNMENT**

We understand that the City of Des Plaines is proceeding with River Road **Roadway** Reconstruction Project, from Henry Ave to Woodland Ave (and including Rand Rd intersection legs), a total distance of around 6800 feet. This IDOT Jurisdictional Transfer Roadway Project is being designed by Knight E/A, and reviewed by IDOT. The Roadway project includes pavement reconstruction with geometric changes, pavement markings/crosswalks, new lighting, new traffic signals, new railroad crossing improvements, raised concrete/landscaped medians, new drainage, water main removal/replacements, new sidewalks/driveways, and turf parkways. Temporary items in the Roadway Project are assumed to include sediment/erosion control, temporary pavement, temporary traffic signals, maintenance of lighting systems, maintenance of vehicular traffic, maintenance of pedestrian traffic/access, temporary driveway access, etc.

The City now looks to proceed with the preparation of construction plans and specifications for the fourth phase of the Downtown **Streetscape** Improvements that are anticipated to be included in the Roadway Bid Documents. These streetscape improvements will be designed by the CBBEL Team and overlaid on the Roadway Project plans.

These improvements include the Master Plan's secondary and tertiary treatments, generally consisting of trees in grates (possibly with structural soils) in a brick/granite paver field abutting a concrete sidewalk, movable planter pots, bike racks, trash cans, benches, and trees in turf parkways with limited use of in-ground planters and seat walls where appropriate. Improvements are to be within the footprint of the Roadway Project (Exhibit A, attached). The CBBEL Team will look at enhancing the Roadway median north of Miner St with irrigation, power outlets, and enhanced plantings and include that design if the City desires.

As the Roadway Project is currently near the pre-final stage of design, the Streetscape improvements will be designed to fit around the Roadway Project elements and the public/private utilities. Streetscape elements will be designed for horizontal clearances per IDOT, ADA and City requirements, and use Roadway Project's grades; The Streetscape Improvements will be constructed within the corresponding Roadway Project's Maintenance of Traffic/Staging Plans.

This fourth phase of the improvements is understood to include 2100 feet of River Road from Prairie Ave to Perry St (West side only from Prairie Ave to just past Miner St), and the returns at Market St/River St, Mill St, Miner St (US14), Ellinwood Ave, and Prairie (Exhibit A, attached). The work will take place within City's and IDOT's right of way, but no permit will be required from IDOT as IDOT is a co-sponsor of the Project.

### **SCOPE OF SERVICES**

CBBEL proposes the following scope of services for the projects.

**Task 1 – Kick-off Meeting and Data Collection:** The Project Team will attend project kick-off meeting with the City to discuss the project objectives and to refine the project scope, as necessary. General design elements and their locations will be marked up on the Roadway Project Plans.

The team will collect, examine, review and evaluate data to be utilized for the Master Plan based on existing conditions, Roadway Plans, and City input. This data will include at least the following base information:

- City's Roadway Project Information (City to provide at Streetscape Kick-off Meeting, Roadway Project's Pre-Final, Final, and Bid milestones)
  - CAD files [and pdf version of plan sheets]
  - Specification [MS Word]
  - Summary of Quantities and Cost Estimate [MS Excel]
  - Construction schedule [pdf]

**Task 2 – Concept Design:** Based on Task 1, the CBBEL Team will prepare a concept layout of the Streetscape improvements. CBBEL will also create concept level pay items, cost estimate, and special provisions. These stand alone items will be provided to the City; if absolutely necessary, this submittal can be included into the Roadway Project’s Bid documents (noting that these Streetscape elements will be finalized as part of the Construction Set Plans/Special Provisions). **CBBEL prefers that the Roadway Bid set include Task 4’s deliverables.** CBBEL will provide the City a memo regarding potential minor modifications to Roadway Project that will improve the Roadway/Streetscape projects.

**Task 3 – Final Plans, Specifications and Cost Estimate:** Based on the Roadway Final Plans, CBBEL will prepare contract documents consisting of plans, specifications, estimate of time, and estimate of construction cost. Plans will be prepared in accordance with City/IDOT design standards and will be in English units. The Roadway Project elements will be half-toned in our sheets, without modifications to Roadway Project design. The following sheets will be included in the plans:

Sheet	No. of Sheets
General Notes	1
Typical Sections	2
Proposed Streetscape Layout Plans (1" = 10')	10
Electrical Plans, Notes and Details	10
Irrigation Plans, Notes and Details	4
Detailed Landscape Plan(s)	10
Related Planting Details, Plant Schedules & General Notes	4
Construction Details	3
Specifications	-
Cost Estimate	-
<b>Totals</b>	<b>44</b>

CBBEL will use IDOT standard pay items or City standard special provisions where applicable. Otherwise, project-specific special provisions will be written as needed. Plans, special provisions, and the estimate of cost will be submitted in electronic format to the City for review. Paper copies will be provided to the City if requested for the City to submit to IDOT for IDOT review.

**Task 4 – Bid Plans, Specifications and Cost Estimates:** Upon meeting with the City staff to review their comments (and any comments the City receives from IDOT) on the Pre-Final submittal, and receiving Roadway Bid Set documents, the CBBEL Team will revise and finalize the streetscape project’s contract documents, cost estimate. These stand alone items will be provided to the City for City to include into the Roadway Project’s Bid documents. The plans, specifications and estimate will be provided to the City in electronic format.

**Task 5 – Project Management and QAQC:** The Team will meet with the City to review comments on submittals and project progress. We anticipate two meetings with City Staff. CBBEL will prepare agendas, presentation materials, and meeting minutes for these meetings.

CBBEL Staff will be responsible for progress reports, scheduling, invoicing, technical direction of staff and sub-consultants, project management and coordination. CBBEL Staff will QA/QC Task deliverables overall and receive Lakota's qaqc form. SPACECO will review the draft versions of each milestone submittal for constructability, Master Plan Phases 1, 2 and 3 lessons learned, and conflicts with Roadway Project.

**NOTE:**

1. Vertical ADA compliance and crosswalk compliance is not part of this design.
2. CBBEL Team's design is independent of Roadway Plans proposed elevations, cross slopes, drainage, roadway geometry, etc.
3. CBBEL Team will rely on Roadway Plans for all existing conditions, utility information, and soil investigations.
4. Coordination limited to City. All IEPA, IDOT, Permitting Agencies, Railroad, Utility Company, Pace, etc. is City's responsibility.
5. Printed hard copies will only be provided IDOT and Key Stakeholders as directed by the City. A PDF of the updated color Master Plans will be provided to the City. All other documents will be provided electronically.
6. This proposal does not include any construction observation services.

**ANTICIPATED SCHEDULE**

11/15/16	Notice to Proceed
12/05/16	<i>Roadway Project Pre-Final Plan Provided to CBBEL</i>
01/23/17	Concept Submittal
02/06/17	<i>Comments and Roadway Project Final Plan Provided to CBBEL</i>
03/06/17	Final PSE Submittal
03/20/17	<i>Comments and Roadway Project Bid Set Plan Provided to CBBEL</i>
04/03/17	Bid PSE Submittal

**ESTIMATE OF FEE**

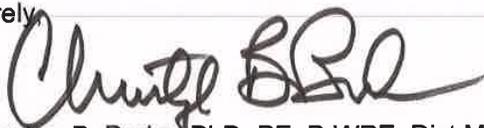
We estimate the costs of the services to be the following:

	<b>CBBEL</b>	<b>SPACECO</b>	<b>Lakota</b>	<b>Total</b>
Task 1 – Kick-off Meeting and Data Collection	\$2,400	\$0	\$500	\$2,900
Task 2 – Concept	\$14,000	\$600	\$14,050	\$28,650
Task 3 – Final Plans, Specifications and Cost Estimates	\$18,000	\$600	\$11,050	\$29,650
Task 4 – Bid Plans, Specifications and Cost Estimate	\$8,000	\$400	\$2,025	\$10,425
Task 5 – Project Management and QAQC	\$7,000	\$100	\$2,650	\$9,750
<b>Direct Cost</b>	<b>\$500</b>	<b>\$0</b>	<b>\$1,500</b>	<b>\$2,000</b>
<b>Total Not-To-Exceed Amount</b>	<b>\$49,900</b>	<b>\$1,700</b>	<b>\$31,775</b>	<b>\$83,375</b>

We will bill you at the hourly rates specified in the City's previously approved Master Agreement. It should be emphasized that any additional services that are not included in the preceding Fee Estimate will be billed at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



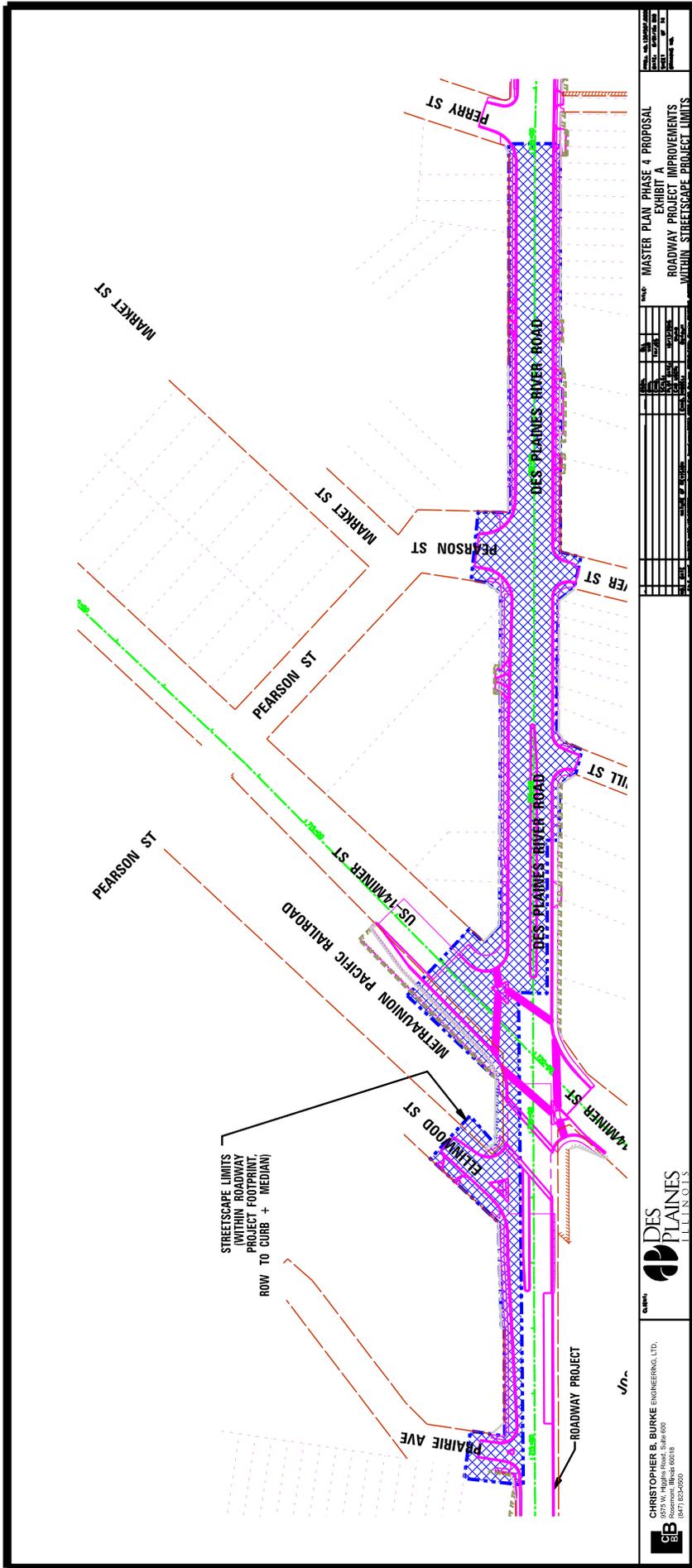
Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE  
President

Enclosure:    Schedule of Charges  
                  Master Contract Between the City of Des Plaines and Christopher B. Burke Engineering, Ltd.

THIS PROPOSAL, COST ESTIMATE OF FEE, AND MASTER CONTRACT BETWEEN THE CITY OF DES PLAINES AND CHRISTOPHER B. BURKE ENGINEERING, LTD. ACCEPTED FOR CITY OF DES PLAINES.

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

BLL  
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MEMORANDUM

Date: October 20, 2016  
 To: Michael Bartholomew, City Manager  
 From: Dorothy Wisniewski, Assistant City Manager/Director of Finance *DW*  
 Subject: 2016 Tax Levy Abatement Ordinances

**Issue:** For the City Council to adopt the 2016 Tax Levy Abatement Ordinances for the below listed General Obligation Bonds.

**Analysis:** Each year the City adopts several tax abatement ordinances to reduce the amount of property taxes levied for various bond issues. During the initial issuance of these General Obligation Bonds the plan was that alternative revenue would be established, or designated, and used to pay the annual debt service. Table 1 below summarizes the bond issues, city ordinances, original levy amounts, the abatement amount as well as the tax levy to be extended. As you will note, the City only has one series of bonds, 2007B in which a levy continues to be extended. The Series, 2007B has been proposed to be paid off early in the 2017 budget.

G.O. Bond Series	City Ordinance	Levy Amount	Abatement Amount	Levy to be Extended
2007A	M-60-07	374,220.00	374,220.00	-
2007B	M-60-07	103,050.00	-	103,050.00
2008A	M-08-08	127,995.00	127,995.00	-
2009A	M-38-09	375,000.00	375,000.00	-
2009B	M-41-09	214,500.00	214,500.00	-
2010A	M-44-09	156,003.76	156,003.76	-
2010B	M-44-09	365,000.00	365,000.00	-
2011	M-59-11	489,162.50	489,162.50	-
2012	M-57-12	501,425.00	501,425.00	-
2013	M-55-13	1,182,970.00	1,182,970.00	-
2014A	M-28-14	271,325.00	271,325.00	-
2014B	M-28-14	1,228,462.50	1,228,462.50	-
<b>Total</b>		<b>5,389,113.76</b>	<b>5,286,063.76</b>	<b>103,050.00</b>

The following provides a brief description of the abatement ordinances, the purpose of each bond issue and the funding available for the payment of the outstanding principal and interest for the tax year 2016.

***Abatement of the General Obligation Bonds, Series 2007A and 2007B:*** The G.O. Bonds, Series 2007A were issued to refund the G.O. Bonds, Series 2000 and Series 2001. The Series 2000 was issued for street improvement projects and the Series 2001 was issued to finance the street and sewer improvement projects. Capital Projects funds will be used to abate the annual levy for the principal and interest for the tax year 2016 and Gaming Tax funds will be used pay off the remaining principal early.

The G.O. Bonds, Series 2007B were issued to refund G. O. Bonds, Series 2001B and for the fire station land acquisition. The TIF#1 portion of the bond issue was paid off in 2016 and the Debt Service fund portion of the annual levy for the principal and interest will be extended for the tax year 2016.

***Abatement of the Taxable General Obligation Bond, Series 2008A:*** These bonds were issued to refund G.O. Bonds, Series 2001C, which were originally issued for land acquisition in both TIF #1 and TIF #3. TIF #1 and TIF #3 funds will be used to abate the annual levy for the principal and interest for the tax year 2016.

***Abatement of the Taxable General Obligation Bond, Series 2009A:*** These bonds were issued to refund taxable G.O. Bonds, Series 2003C and Series 2004B which were originally issued for land acquisition and infrastructure improvements within TIF #6. TIF #6 funds will be used to abate the annual levy for the principal and interest for the tax year 2016.

***Abatement of the General Obligation Bond, Series 2009B:*** These bonds were issued to refund the G.O. Bond, Series 1999 which were originally issued for the library construction project. Capital Projects funds will be used to abate the annual levy for the principal and interest for the tax year 2016.

***Abatement of the General Obligation Refunding Bonds, Series 2010A and 2010B:*** The G.O. Bonds, Series 2010A were issued to refund the G.O. Bonds, Series 2003A and Series 2005A which were originally issued for land acquisition and infrastructure improvements within TIF #3. TIF #3 funds will be used to abate the annual levy for the principal and interest on Series 2010A bonds for the tax year 2016.

The G.O. Bonds, Series 2010B (Capital Appreciation Bonds) were issued for advance refunding of G.O. Bonds, Series 2005E which were originally issued for land acquisition and site preparations costs within TIF#3. TIF #3 funds will be used to abate the annual levy for the principal and interest on Series 2010B bonds for the tax year 2016.

***Abatement of the General Obligation Refunding Bonds, Series 2011:*** These bonds were issued to refund the G.O. Bonds, Series 2003A which were originally issued for land acquisition and infrastructure improvements within TIF #1, TIF #3, TIF #5 and TIF #6. TIF #1, TIF #3, TIF #5 and TIF #6 funds will be used to abate the annual levy for the principal and interest for the tax year 2016.

***Abatement of the General Obligation Refunding Bonds, Series 2012:*** These bonds were issued to refund the G.O. Bonds, Series 2004A which were originally issued for land acquisition and infrastructure improvements within TIF #1. TIF #1 funds will be used to abate the annual levy for the principal and interest for the tax year 2016.

***Abatement of the Taxable General Obligation Refunding Bonds, Series 2013:*** These bonds were issued to refund the G.O. Bonds, Series 2004B and 2005F which were originally issued for land acquisition and infrastructure improvements within TIF #1, TIF #3 and TIF #6. TIF #1, TIF #3 and TIF #6 funds will be used to abate the annual levy for the principal and interest for the tax year 2016.

**Abatement of the General Obligation Refunding Bonds, Series 2014A(Taxable) and 2014B:** The Taxable G.O. Bonds, Series 2014A were issued to refund the G.O. Bonds, Series 2003C which were originally issued for land acquisition and infrastructure improvements within TIF #6. TIF #6 funds will be used to abate the annual levy for the principal and interest for the tax year 2016.

The G.O. Bonds, Series 2014B were issued to refund the G.O. Bonds, Series 2005A which were originally issued for land acquisition and infrastructure improvements within TIF #3 and Series 2005D which were originally issued for advance refunding on Series 1998 for the library construction project. TIF #3 and Capital Projects funds will be used to abate the annual levy for the principal and interest for the tax year 2016.

**Recommendation:** I recommend that the City Council approve the property tax abatements which will result in a reduction to the 2016 Property Tax Levy.

**Attachments:**

1. ORDINANCE M-33-16/Abatement – 2007A General Obligation Refunding Bonds
2. ORDINANCE M-34-16/Abatement – 2008A Taxable General Obligation Refunding Bonds
3. ORDINANCE M-35-16/Abatement – 2009A Taxable General Obligation Refunding Bonds
4. ORDINANCE M-36-16/Abatement – 2009B General Obligation Refunding Bonds
5. ORDINANCE M-37-16/Abatement – 2010A and 2010B General Obligation Refunding Bonds
6. ORDINANCE M-38-16/Abatement – 2011 General Obligation Refunding Bonds
7. ORDINANCE M-39-16/Abatement – 2012 General Obligation Refunding Bonds
8. ORDINANCE M-40-16/Abatement – 2013 Taxable General Obligation Refunding Bonds
9. ORDINANCE M-41-16/Abatement – 2014A Taxable General Obligation Refunding Bonds and 2014B General Obligation Refunding Bonds.

**CITY OF DES PLAINES**

**ORDINANCE M - 33 - 16**

**AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2016 TAX LEVY FOR THE 2007 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2007A.**

**WHEREAS**, on October 1, 2007, the City Council of the City of Des Plaines adopted Ordinance M-60-07 titled "Ordinance Authorizing the Issuance of Not to Exceed \$8,000,000 General Obligation Refunding Bonds, Series 2007A and Series 2007B, of the City of Des Plaines, Illinois," which provided for the issuance of \$6,065,000.00 Series A and \$1,660,000.00 Series B General Obligation Refunding Bonds; and

**WHEREAS**, Ordinance M-60-07 provided for the levy of taxes for the tax year 2016 sufficient to produce the amount of \$374,220.00 and \$103,050.00 for the payment of principal and interest on the Series 2007A General Obligation Refunding Bonds and the Series 2007B General Obligation Bonds, respectively; and

**WHEREAS**, sufficient TIF and Capital Projects Funds are available to abate the annual tax levy for the principal and interest on the Series 2007A General Obligation Refunding Bonds;

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

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

**SECTION 2: ABATEMENT OF TAX LEVY.** The City Council hereby authorizes and directs the County Clerk of Cook County, Illinois, to abate the following amounts of taxes to be levied for the following series of bonds:

A. Series 2007A General Obligation Corporate Purpose Bonds:

<b>Ordinance</b>	<b>Tax Year</b>	<b>Levy</b>	<b>Abatement</b>	<b>Levy to be Extended</b>
M-60-07	2016	\$374,220.00	\$374,220.00	\$0.00

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

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

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016

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

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

ATTEST:

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

Published in pamphlet form this  
\_\_\_\_ day of \_\_\_\_\_, 2016

Approved as to form:

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

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

Abatements\DP-2016 Abatement 2007A

**CITY OF DES PLAINES**

**ORDINANCE M - 34 - 16**

**AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2016 TAX LEVY FOR THE 2008 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2008A.**

**WHEREAS**, on March 17, 2008, the City Council of the City of Des Plaines adopted Ordinance M-8-08, titled "Ordinance Authorizing the Issuance of Taxable General Obligation Corporate Purpose Refunding Bonds, Series 2008A, of the City of Des Plaines, Illinois," which provided for the issuance of \$2,575,000.00 Series 2008A Taxable General Obligation Corporate Purpose Refunding Bonds; and

**WHEREAS**, Ordinance M-8-08 provided for the levy of taxes for the tax year 2016 sufficient to produce the amount of \$127,995.00 for the payment of principal and interest on said bonds; and

**WHEREAS**, sufficient TIF Funds are available to abate the annual levy for the principal and interest on the Series 2008A Taxable General Obligation Corporate Purpose Refunding Bonds for the tax year 2016;

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

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

**SECTION 2: ABATEMENT OF TAX LEVY.** The City Council authorizes and directs the County Clerk of Cook County, Illinois, to abate the following amount of taxes to be levied for the Series 2008A General Obligation Refunding Bonds:

<b>Ordinance</b>	<b>Tax Year</b>	<b>Levy</b>	<b>Abatement</b>	<b>Levy to be Extended</b>
M-8-08	2016	\$127,995.00	\$127,995.00	\$0.00

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

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

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016

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

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

ATTEST:

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**CITY CLERK**

Published in pamphlet form this  
\_\_\_\_\_ day of \_\_\_\_\_, 2016

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**

Abatements\DP-2016 Abatement 2008A

**CITY OF DES PLAINES**

**ORDINANCE M - 35 - 16**

**AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2016 TAX LEVY FOR THE 2009 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2009A.**

**WHEREAS**, on October 19, 2009, the City Council of the City of Des Plaines adopted Ordinance M-38-09, titled "Ordinance Authorizing the Issuance of Taxable General Obligation Refunding Bonds, Series 2009A, of the City of Des Plaines, Illinois," which provided for the issuance of \$3,173,083.75 Series 2009A Taxable General Obligation Refunding Bonds; and

**WHEREAS**, Ordinance M-38-09 provided for the levy of taxes for the tax year 2016 sufficient to produce the amount of \$375,000.00 for the payment of principal and interest on said bonds; and

**WHEREAS**, sufficient TIF Funds are available to abate the annual levy for the principal and interest on the Series 2009A Taxable General Obligation Refunding Bonds for the tax year 2016;

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

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

**SECTION 2: ABATEMENT OF TAX LEVY.** The City Council authorizes and directs the County Clerk of Cook County, Illinois, to abate the following amount of taxes to be levied for the Series 2009A General Obligation Refunding Bonds:

<b>Ordinance</b>	<b>Tax Year</b>	<b>Levy</b>	<b>Abatement</b>	<b>Levy to be Extended</b>
M-38-09	2016	\$375,000.00	\$375,000.00	\$0.00

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

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

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016

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

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

ATTEST:

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

Published in pamphlet form this  
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Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**

Abatements\DP-2016 Abatement 2009A

**CITY OF DES PLAINES**

**ORDINANCE M - 36 - 16**

**AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2016 TAX LEVY FOR THE 2009 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2009B.**

**WHEREAS**, on October 19, 2009, the City Council of the City of Des Plaines adopted Ordinance M-41-09, titled "Ordinance Authorizing the Issuance of General Obligation Refunding Bonds, Series 2009B, of the City of Des Plaines, Illinois," which provided for the issuance of \$4,175,000.00 Series 2009B General Obligation Refunding Bonds; and

**WHEREAS**, Ordinance M-41-09 provided for the levy of taxes for the tax year 2016 sufficient to produce the amount of \$214,500.00 for the payment of principal and interest on said bonds; and

**WHEREAS**, sufficient Capital Project Funds are available to abate the annual levy for the principal and interest on the Series 2009B General Obligation Refunding Bonds for the tax year 2016;

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

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

**SECTION 2: ABATEMENT OF TAX LEVY.** The City Council authorizes and directs the County Clerk of Cook County, Illinois, to abate the following amount of taxes to be levied for the Series 2009B General Obligation Refunding Bonds:

<b>Ordinance</b>	<b>Tax Year</b>	<b>Levy</b>	<b>Abatement</b>	<b>Levy to be Extended</b>
M-41-09	2016	\$214,500.00	\$214,500.00	\$0.00

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

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

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016

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

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

ATTEST:

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

Published in pamphlet form this  
\_\_\_\_\_ day of \_\_\_\_\_, 2016

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**

Abatements\DP-2016 Abatement 2009B

**CITY OF DES PLAINES**

**ORDINANCE M - 37 - 16**

**AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2016 TAX LEVY FOR THE 2010 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2010A AND SERIES 2010B.**

**WHEREAS**, on November 16, 2009, the City Council of the City of Des Plaines adopted Ordinance M-44-09, titled "Ordinance Authorizing the Issuance of General Obligation Refunding Bonds, Series 2010A and Series 2010B, of the City of Des Plaines, Illinois," which provided for the issuance of \$3,945,000.00 Series 2010A General Obligation Refunding Bonds and \$6,110,759.50 Series 2010B General Obligation Refunding Bonds; and

**WHEREAS**, Ordinance M-44-09 provided for the levy of taxes for the tax year 2016 sufficient to produce the amount of \$156,003.76 for Series 2010A General Obligation Refunding Bonds for the payment of principal and interest on said bonds; and

**WHEREAS**, Ordinance M-44-09 provided for the levy of taxes for the tax year 2016 sufficient to produce the amount of \$365,000 for Series 2010B General Obligation Refunding Bonds for the payment of principal and interest on said bonds; and

**WHEREAS**, sufficient TIF Funds are available to abate the annual levy for the principal and interest on the Series 2010A General Obligation Refunding Bonds for the tax year 2015;

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

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

**SECTION 2: ABATEMENT OF TAX LEVY.** The City Council authorizes and directs the County Clerk of Cook County, Illinois, to abate the following amount of taxes to be levied for the following series of bonds:

A. Series 2010A General Obligation Refunding Bonds:

<b>Ordinance</b>	<b>Tax Year</b>	<b>Levy</b>	<b>Abatement</b>	<b>Levy to be Extended</b>
M-44-09	2016	\$156,003.76	\$156,003.76	\$0.00

B. Series 2010B General Obligation Refunding Bonds

<b>Ordinance</b>	<b>Tax Year</b>	<b>Levy</b>	<b>Abatement</b>	<b>Levy to be Extended</b>
M-44-09	2016	\$365,000.00	\$365,000.00	\$0.00

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

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

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016

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

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

ATTEST:

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**CITY CLERK**

Published in pamphlet form this  
\_\_\_\_ day of \_\_\_\_\_, 2016

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**

Abatements\DP-2016 Abatement 2010A

**CITY OF DES PLAINES**

**ORDINANCE M - 38 - 16**

**AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2016 TAX LEVY FOR THE 2011 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011.**

**WHEREAS**, on December 5, 2011, the City Council of the City of Des Plaines adopted Ordinance M-59-11, titled "Ordinance Authorizing the Issuance of General Obligation Refunding Bonds, Series 2011, of the City of Des Plaines, Illinois," which provided for the issuance of \$3,540,000.00 General Obligation Refunding Bonds; and

**WHEREAS**, Ordinance M-59-11 provided for the levy of taxes for the tax year 2016 sufficient to produce the amount of \$489,162.50 for the payment of principal and interest on said bonds; and

**WHEREAS**, sufficient TIF Funds are available to abate the annual levy for the principal and interest on the Series 2011 General Obligation Refunding Bonds for the tax year 2016;

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

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

**SECTION 2: ABATEMENT OF TAX LEVY.** The City Council authorizes and directs the County Clerk of Cook County, Illinois, to abate the following amount of taxes to be levied for the Series 2011 General Obligation Refunding Bonds:

<b>Ordinance</b>	<b>Tax Year</b>	<b>Levy</b>	<b>Abatement</b>	<b>Levy to be Extended</b>
M-59-11	2016	\$489,162.50	\$489,162.50	\$0.00

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

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

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016

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

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

ATTEST:

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

Published in pamphlet form this  
\_\_\_\_ day of \_\_\_\_\_, 2016

Approved as to form:

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

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

Abatements\DP-2016 Abatement 2011

**CITY OF DES PLAINES**

**ORDINANCE M - 39 - 16**

**AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2016 TAX LEVY FOR THE 2012 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012.**

**WHEREAS**, on December 12, 2012, the City Council of the City of Des Plaines adopted Ordinance M-57-12, titled "Ordinance Authorizing the Issuance of General Obligation Refunding Bonds, Series 2012, of the City of Des Plaines, Illinois," which provided for the issuance of \$4,890,000.00 General Obligation Refunding Bonds; and

**WHEREAS**, Ordinance M-57-12 provided for the levy of taxes for the tax year 2016 sufficient to produce the amount of \$501,425.00 for the payment of principal and interest on said bonds; and

**WHEREAS**, sufficient TIF Funds are available to abate the annual levy for the principal and interest on the Series 2012 General Obligation Refunding Bonds for the tax year 2016;

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

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

**SECTION 2: ABATEMENT OF TAX LEVY.** The City Council authorizes and directs the County Clerk of Cook County, Illinois, to abate the following amount of taxes to be levied for the Series 2012 General Obligation Refunding Bonds:

<b>Ordinance</b>	<b>Tax Year</b>	<b>Levy</b>	<b>Abatement</b>	<b>Levy to be Extended</b>
M-57-12	2016	\$501,425.00	\$501,425.00	\$0.00

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

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

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016

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

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

ATTEST:

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

Published in pamphlet form this  
\_\_\_\_\_ day of \_\_\_\_\_, 2016

Approved as to form:

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**CITY CLERK**

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

Abatements\DP-2016 Abatement 2012

**CITY OF DES PLAINES**

**ORDINANCE M - 40 - 16**

**AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2016 TAX LEVY FOR THE 2013 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013.**

**WHEREAS**, on December 2, 2013, the City Council of the City of Des Plaines adopted Ordinance M-55-13, titled "Ordinance Authorizing the Issuance of Taxable General Obligation Refunding Bonds, Series 2013, of the City of Des Plaines, Illinois," which provided for the issuance of \$7,945,000.00 Series 2013 Taxable General Obligation Refunding Bonds; and

**WHEREAS**, Ordinance M-55-13 provided for the levy of taxes for the tax year 2016 sufficient to produce the amount of \$1,182,970.00 for the payment of principal and interest on said bonds; and

**WHEREAS**, sufficient TIF Funds are available to abate the annual levy for the principal and interest on the Series 2013 Taxable General Obligation Refunding Bonds for the tax year 2016;

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

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

**SECTION 2: ABATEMENT OF TAX LEVY.** The City Council authorizes and directs the County Clerk of Cook County, Illinois, to abate the following amount of taxes to be levied for the Series 2013 Taxable General Obligation Refunding Bonds:

<b>Ordinance</b>	<b>Tax Year</b>	<b>Levy</b>	<b>Abatement</b>	<b>Levy to be Extended</b>
M-55-13	2016	\$1,182,970.00	\$1,182,970.00	\$0.00

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

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

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016

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

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

ATTEST:

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

Published in pamphlet form this  
\_\_\_\_\_ day of \_\_\_\_\_, 2016

Approved as to form:

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

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**Peter M. Friedman, General Counsel**

Abatements\DP-2016 Abatement 2013

**CITY OF DES PLAINES**

**ORDINANCE M - 41 - 16**

**AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2016 TAX LEVY FOR THE 2014 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014A AND 2014 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014B.**

**WHEREAS**, on August 18, 2014, the City Council of the City of Des Plaines adopted Ordinance M-28-14, titled “Ordinance Authorizing the Issuance of General Obligation Refunding Bonds of 2014 of the City of Des Plaines, Illinois and Providing for the Redemption of Outstanding Bonds of the City,” which provided for the issuance of \$2,020,000 Series A Taxable General Obligation Refunding Bonds and \$5,600,000 Series B General Obligation Refunding Bonds; and

**WHEREAS**, Ordinance M-28-14 provided for the levy of taxes for the tax year 2016 sufficient to produce the amount of \$271,325.00 and \$1,228,462.50 for the payment of principal and interest on the Series 2014A Taxable General Obligation Refunding Bonds and the Series 2014B General Obligation Refunding Bonds, respectively; and

**WHEREAS**, sufficient TIF and Capital Projects Funds are available to abate the annual levy for the principal and interest on the Series 2014A Taxable General Obligation Refunding Bonds and the Series 2014B General Obligation Refunding Bonds for the tax year 2016;

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

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

**SECTION 2: ABATEMENT OF TAX LEVY.** The City Council hereby authorizes and directs the County Clerk of Cook County, Illinois, to abate the following amounts of taxes to be levied for the following series of bonds:

A. Series 2014A Taxable General Obligation Refunding Bonds:

<b>Ordinance</b>	<b>Tax Year</b>	<b>Levy</b>	<b>Abatement</b>	<b>Levy to be Extended</b>
M-28-14	2016	\$271,325.00	\$271,325.00	\$0.00

B. Series 2014B General Obligation Refunding Bonds:

<b>Ordinance</b>	<b>Tax Year</b>	<b>Levy</b>	<b>Abatement</b>	<b>Levy to be Extended</b>
M-28-14	2016	\$1,228,462.50	\$1,228,462.50	\$0.00

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

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

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016

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

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

ATTEST:

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

Published in pamphlet form this  
\_\_\_\_\_ day of \_\_\_\_\_, 2016

Approved as to form:

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

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

DP-2016 Abatement 2014 A B



FINANCE DEPARTMENT

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

MEMORANDUM

Date: October 20, 2016  
 To: Michael G. Bartholomew, City Manager  
 From: Dorothy Wisniewski, Assistant City Manager/Director of Finance *DW*  
 Subject: Special Service Areas 2016 Tax Levy Ordinances

**Issue:** For the City Council to consider the 2016 Tax Levy Ordinances related to Special Service Area #5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15.

**Analysis:** Each year the City adopts several property tax levy ordinances to collect the special assessment attributable to the respective properties within the aforementioned Special Service Areas (SSA's) for completed projects that were not funded by general taxation. Table 1 below summarizes the SSA's, the locations, the improvement projects, the ordinances establishing the SSA and the amount of 2016 tax levy to be collected in 2017:

<i>Table 1</i>				
SSA #	Location	Improvement Project	SSA Ordinance	Levy Amount
5	Westfield Lane	Water Main	M-30-03	3,782
6	2150-2172 Chestnut Street	Parking Lot	M-73-04	981
7	Woodland Townhomes	Parking Lot	M-35-05	12,000
8	Crabtree Lane	Gurb & Gutter	M-19-06	4,200
9	624-640 West Algonquin Road	Parking Lot	M-20-07	2,315
10	642-658 West Algonquin Road	Parking Lot	M-21-07	2,936
11	138/158/273/283/170 & 180 Drake Ln	Rear Yard Drainage	M-35-11	2,096
12	948 & 956 Greenview Ave	Rear Yard Drainage	M-36-11	979
13	1318/1330 & 1340 Phoenix Drive, 1325/1335 Miami Ln	Rear Yard Drainage	M-37-11	1,566
14	2132, 2140 AND 2148 Plainfield Dr	Rear Yard Drainage	M-31-12	830
15	345 / 353 Ardmore Rd	Rear Yard Drainage	M-03-14	1,643
			<b>Total</b>	<b>33,328</b>

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

**Recommendation:** I recommend that the City Council approve the 2016 Tax Levy Ordinances for Special Service Area #5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 in the total amount of \$33,328.

Attachments:

1. ORDINANCE M-42-16 - 2016 Tax Levy, Special Service Area #5 (Westfield Lane Water Main) in the amount of \$3,782
2. ORDINANCE M-43-16 - 2016 Tax Levy, Special Service Area #6 (Parking Lot Improvement, 2150-2172 Chestnut Street) in the amount of \$981
3. ORDINANCE M-44-16 - 2016 Tax Levy, Special Service Area #7 (Parking Lot Improvement, Woodland Townhomes) in the amount of \$12,000
4. ORDINANCE M-45-16 - 2016 Tax Levy, Special Service Area #8 (Curbs, Gutters for Crabtree Lane) in the amount of \$4,200
5. ORDINANCE M-46-16 - 2016 Tax Levy, Special Service Area #9 (Parking Lot Improvement, 624-640 W. Algonquin Road) in the amount of \$2,315
6. ORDINANCE M-47-16 - 2016 Tax Levy, Special Service Area #10 (Parking Lot Improvement, 642-658 W. Algonquin Road) in the amount of \$2,936
7. ORDINANCE M-48-16 - 2016 Tax Levy, Special Service Area #11 (Rear Yard Drainage, 138, 158, 273, 283, 170 and 180 Drake Lane) in the amount of \$2,096
8. ORDINANCE M-49-16 - 2016 Tax Levy, Special Service Area #12 (Rear Yard Drainage, 948 and 956 Greenview Avenue) in the amount of \$979
9. ORDINANCE M-50-16 - 2016 Tax Levy, Special Service Area #13 (Rear Yard Drainage, 1318, 1330 and 1340 Phoenix Drive & 1325 & 1335 Miami Lane) in the amount of \$1,566
10. ORDINANCE M-51-16 - 2016 Tax Levy, Special Service Area #14 (Rear Yard Drainage, 2132, 2140, and 2148 Plainfield Drive) in the amount of \$830
11. ORDINANCE M-52-16 - 2016 Tax Levy, Special Service Area #15 (Rear Yard Drainage, 345 and 353 Ardmore Road) in the amount of \$1,643

**CITY OF DES PLAINES**

**ORDINANCE M - 42 - 16**

**AN ORDINANCE LEVYING TAXES FOR SPECIAL SERVICE AREA NUMBER FIVE OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS.**

**WHEREAS**, the Corporate Authorities of the City of Des Plaines adopted Ordinance M-30-03 on June 2, 2003, creating Special Service Area Number Five, being recorded with the County Recorder of Deeds as Document #0319703000; and

**WHEREAS**, Ordinance M-30-03 states that there will be an annual tax levy not to exceed \$5,650 for the tax years 2003 through 2018, for the payment of the special services of installing an 8" water main, completed at a cost of \$41,325, with an interest repayment cost of \$15,406, for a total amount to be collected for tax years 2003 through 2017 of \$56,731, which equals fifteen annual tax levies of \$3,782;

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

**SECTION 1: RECITALS.** The recitals set forth above are incorporated here by reference.

**SECTION 2: TAX LEVY.** Pursuant to City of Des Plaines Ordinance M-30-03, the City of Des Plaines hereby levies \$3,782 in taxes for Special Service Area Number Five purposes against all taxable property in Special Service Area Number Five of the City of Des Plaines for tax year 2016.

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

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

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

Published in pamphlet form this  
\_\_\_\_ day of \_\_\_\_\_, 2016.

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**

SSA\DP-Tax Levy Ord-SSA#5 2016 Tax Year

**CITY OF DES PLAINES**

**ORDINANCE M - 43 - 16**

**AN ORDINANCE LEVYING TAXES FOR SPECIAL SERVICE AREA NUMBER SIX OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS.**

**WHEREAS**, the Corporate Authorities of the City of Des Plaines adopted Ordinance M-73-04 on November 15, 2004, creating Special Service Area Number Six, being recorded with the County Recorder of Deeds as Document #0514727137; and

**WHEREAS**, Ordinance M-73-04 states that there will be an annual tax levy not to exceed \$1,050 for the tax years 2004 to 2019, for the payment of the special services of reconstruction and improvement of the area's parking lot at a cost of \$9,932, that has an interest repayment cost of \$3,797, for a total amount to be collected for tax years 2005 through 2019 of \$13,729, which equals fourteen annual tax levies of \$981 for tax years 2005 through 2019;

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

**SECTION 1: RECITALS.** The recitals set forth above are incorporated here by reference.

**SECTION 2: TAX LEVY.** Pursuant to City of Des Plaines Ordinance M-73-04, the City of Des Plaines hereby levies \$981 in taxes for Special Service Area Number Six purposes against all taxable property in Special Service Area Number Six of the City of Des Plaines for tax year 2016.

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

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

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

Published in pamphlet form this  
\_\_\_\_ day of \_\_\_\_\_, 2016.

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**

SSA\DP-Tax Levy Ord-SSA#6 2016 Tax Year

**CITY OF DES PLAINES**

**ORDINANCE M - 44 - 16**

**AN ORDINANCE LEVYING TAXES FOR SPECIAL SERVICE AREA NUMBER SEVEN OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS.**

**WHEREAS**, the Corporate Authorities of the City of Des Plaines adopted Ordinance M-35-05 on July 18, 2005, creating Special Service Area Number Seven, being recorded with the County Recorder of Deeds as Document #0532203003; and

**WHEREAS**, Ordinance M-35-05 states that there will be an annual tax levy not to exceed \$12,000 for the tax years 2005 to 2019, for the payment of the special services of reconstruction and improvement of the area's parking lot, at a cost of \$150,484, with an estimated interest repayment cost of \$29,516, for a total amount to be collected for tax years 2005 through 2019 of \$180,000, which equals fifteen annual tax levies of \$12,000 for tax years 2005 through 2019;

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

**SECTION 1: RECITALS.** The recitals set forth above are incorporated here by reference.

**SECTION 2: TAX LEVY.** Pursuant to City of Des Plaines Ordinance M-35-05, the City of Des Plaines hereby levies \$12,000 in taxes for Special Service Area Number Seven purposes against all taxable property in Special Service Area Number Seven of the City of Des Plaines for tax year 2016.

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

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

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

Published in pamphlet form this  
\_\_\_\_ day of \_\_\_\_\_, 2016.

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**

SSA\DP-Tax Levy Ord-SSA#7 2016 Tax Year

**CITY OF DES PLAINES**

**ORDINANCE M - 45 - 16**

**AN ORDINANCE LEVYING TAXES FOR SPECIAL SERVICE AREA NUMBER EIGHT OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS.**

**WHEREAS**, the Corporate Authorities of the City of Des Plaines adopted Ordinance M-19-06 on June 5, 2006, creating Special Service Area Number Eight, being recorded with the County Recorder of Deeds as Document #0617334082; and

**WHEREAS**, Ordinance M-19-06 states that there will be an annual tax levy not to exceed \$4,200 for the tax years 2006 to 2020, for the payment of the special services for the installation of curbs and gutters, at an estimated cost of \$42,883, with estimated interest repayment cost of \$15,917, for a total amount to be collected for tax years 2006 through 2020 of \$58,800, which equals fourteen annual tax levies of \$4,200 for tax years 2007 through 2020;

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

**SECTION 1: RECITALS.** The recitals set forth above are incorporated here by reference.

**SECTION 2: TAX LEVY.** Pursuant to City of Des Plaines Ordinance M-19-06, the City of Des Plaines hereby levies \$4,200 in taxes for Special Service Area Number Eight purposes against all taxable property in Special Service Area Number Eight of the City of Des Plaines for tax year 2016.

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

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

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

Published in pamphlet form this  
\_\_\_\_ day of \_\_\_\_\_, 2016.

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**

SSA\DP-Tax Levy Ord-SSA#8 2016 Tax Year

**CITY OF DES PLAINES**

**ORDINANCE M - 46 - 16**

**AN ORDINANCE LEVYING TAXES FOR SPECIAL SERVICE AREA NUMBER NINE OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS.**

**WHEREAS**, the Corporate Authorities of the City of Des Plaines adopted Ordinance M-20-07 on May 7, 2007, creating Special Service Area Number Nine, being recorded with the County Recorder of Deeds as Document #0721516066; and

**WHEREAS**, Ordinance M-20-07 states that there will be an annual tax levy not to exceed \$3,000 for the tax years 2007 to 2021, for the payment of the special services of reconstruction and improvement of the area's parking lot, at an estimated cost of \$24,026, with estimated interest repayment cost of \$10,693, for a total amount to be collected for tax years 2007 through 2021 of \$34,719, which equals fifteen annual tax levies of \$2,315 for tax years 2007 through 2020, with a final tax levy of \$2,309 for the tax year 2021;

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

**SECTION 1: RECITALS.** The recitals set forth above are incorporated here by reference.

**SECTION 2: TAX LEVY.** Pursuant to City of Des Plaines Ordinance M-20-07, the City of Des Plaines hereby levies \$2,315 in taxes for Special Service Area Number Nine purposes against all taxable property in Special Service Area Number Nine of the City of Des Plaines for tax year 2016.

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

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

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

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**MAYOR**

**ATTEST:**

---

**CITY CLERK**

Published in pamphlet form this  
\_\_\_\_ day of \_\_\_\_\_, 2016.

Approved as to form:

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**CITY CLERK**

---

**Peter M. Friedman, General Counsel**

SSA\DP-Tax Levy Ord-SSA#9 2016 Tax Year

**CITY OF DES PLAINES**

**ORDINANCE M - 47 - 16**

**AN ORDINANCE LEVYING TAXES FOR SPECIAL SERVICE AREA NUMBER TEN OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS.**

**WHEREAS**, the Corporate Authorities of the City of Des Plaines adopted Ordinance M-21-07 on May 7, 2007, creating Special Service Area Number Ten, being recorded with the County Recorder of Deeds as Document #0721516065; and

**WHEREAS**, Ordinance M-21-07 states that there will be an annual tax levy not to exceed \$3,000 for the tax years 2007 to 2021, for the payment of the special services of reconstruction and improvement of the area's parking lot, at an estimated cost of \$30,467, with estimated interest repayment cost of \$13,557, for a total amount to be collected for tax years 2007 through 2021 of \$44,024, which equals fifteen annual tax levies of \$2,936 for tax years 2007 through 2020, with a final tax levy of \$2,920 for the tax year 2021;

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

**SECTION 1: RECITALS.** The recitals set forth above are incorporated here by reference.

**SECTION 2: TAX LEVY.** Pursuant to City of Des Plaines Ordinance M-21-07, the City of Des Plaines hereby levies \$2,936 in taxes for Special Service Area Number Ten purposes against all taxable property in Special Service Area Number Ten of the City of Des Plaines for tax year 2016.

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

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

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

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**MAYOR**

**ATTEST:**

---

**CITY CLERK**

Published in pamphlet form this  
\_\_\_\_ day of \_\_\_\_\_, 2016.

Approved as to form:

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**CITY CLERK**

---

**Peter M. Friedman, General Counsel**

SSA\DP-Tax Levy Ord-SSA#10 2016 Tax Year

**CITY OF DES PLAINES**

**ORDINANCE M - 48 - 16**

**AN ORDINANCE LEVYING TAXES FOR SPECIAL SERVICE AREA NUMBER ELEVEN OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS.**

**WHEREAS**, the Corporate Authorities of the City of Des Plaines adopted Ordinance M-35-11 on September 6, 2011, creating Special Service Area Number Eleven, being recorded with the County Recorder of Deeds as Document #1129418099; and

**WHEREAS**, Ordinance M-35-11 states that there will be an annual tax levy not to exceed \$2,115 for the tax years 2011 to 2020, for the payment of the special services of rear yard drainage improvements, at an estimated cost of \$16,181, with estimated interest repayment cost of \$4,779, for a total amount to be collected for tax years 2011 through 2020 of \$20,960, which equals ten annual tax levies of \$2,096 for tax years 2011 through 2020;

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

**SECTION 1: RECITALS.** The recitals set forth above are incorporated here by reference.

**SECTION 2: TAX LEVY.** Pursuant to City of Des Plaines Ordinance M-35-11, the City of Des Plaines hereby levies \$2,096 in taxes for Special Service Area Number Eleven purposes against all taxable property in Special Service Area Number Eleven of the City of Des Plaines for tax year 2016.

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

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

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

---

**MAYOR**

**ATTEST:**

---

**CITY CLERK**

Published in pamphlet form this  
\_\_\_\_ day of \_\_\_\_\_, 2016.

Approved as to form:

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**CITY CLERK**

---

**Peter M. Friedman, General Counsel**

SSA\DP-Tax Levy Ord-SSA#11 2016 Tax Year

**CITY OF DES PLAINES**

**ORDINANCE M - 49 - 16**

**AN ORDINANCE LEVYING TAXES FOR SPECIAL SERVICE AREA NUMBER TWELVE OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS.**

**WHEREAS**, the Corporate Authorities of the City of Des Plaines adopted Ordinance M-36-11 on September 6, 2011, creating Special Service Area Number Twelve, being recorded with the County Recorder of Deeds as Document #1129418100; and

**WHEREAS**, Ordinance M-36-11 states that there will be an annual tax levy not to exceed \$980 for the tax years 2011 to 2020, for the payment of the special services of rear yard drainage improvements, at an estimated cost of \$7,554, with estimated interest repayment cost of \$2,236, for a total amount to be collected for tax years 2011 through 2020 of \$9,790, which equals ten annual tax levies of \$979 for tax years 2011 through 2020;

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

**SECTION 1: RECITALS.** The recitals set forth above are incorporated here by reference.

**SECTION 2: TAX LEVY.** Pursuant to City of Des Plaines Ordinance M-36-11, the City of Des Plaines hereby levies \$979 in taxes for Special Service Area Number Twelve purposes against all taxable property in Special Service Area Number Twelve of the City of Des Plaines for tax year 2016.

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

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

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

Published in pamphlet form this  
\_\_\_\_ day of \_\_\_\_\_, 2016.

Approved as to form:

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**CITY CLERK**

---

**Peter M. Friedman, General Counsel**

DP-Tax Levy Ord-SSA#12 2016 Tax Year

**CITY OF DES PLAINES**

**ORDINANCE M - 50 - 16**

**AN ORDINANCE LEVYING TAXES FOR SPECIAL SERVICE AREA NUMBER THIRTEEN OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS.**

**WHEREAS**, the Corporate Authorities of the City of Des Plaines adopted Ordinance M-37-11 on September 6, 2011, creating Special Service Area Number Thirteen, being recorded with the County Recorder of Deeds as Document #1129418101; and

**WHEREAS**, Ordinance M-37-11 states that there will be an annual tax levy not to exceed \$1,680 for the tax years 2011 to 2020, for the payment of the special services of rear yard drainage improvements, at an estimated cost of \$12,087, with estimated interest repayment cost of \$3,573, for a total amount to be collected for tax years 2011 through 2020 of \$15,660, which equals ten annual tax levies of \$1,566 for tax years 2011 through 2020;

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

**SECTION 1: RECITALS.** The recitals set forth above are incorporated here by reference.

**SECTION 2: TAX LEVY.** Pursuant to City of Des Plaines Ordinance M-37-11, the City of Des Plaines hereby levies \$1,566 in taxes for Special Service Area Number Thirteen purposes against all taxable property in Special Service Area Number Thirteen of the City of Des Plaines for tax year 2016.

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

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

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

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**MAYOR**

**ATTEST:**

---

**CITY CLERK**

Published in pamphlet form this  
\_\_\_\_ day of \_\_\_\_\_, 2016.

Approved as to form:

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**CITY CLERK**

---

**Peter M. Friedman, General Counsel**

SSA\DP-Tax Levy Ord-SSA#13 2016 Tax Year

**CITY OF DES PLAINES**

**ORDINANCE M - 51 - 16**

**AN ORDINANCE LEVYING TAXES FOR SPECIAL SERVICE AREA NUMBER FOURTEEN OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS.**

**WHEREAS**, the Corporate Authorities of the City of Des Plaines adopted Ordinance M-31-12 on October 1, 2012, creating Special Service Area Number Fourteen, being recorded with the County Recorder of Deeds as Document #1231418042; and

**WHEREAS**, Ordinance M-31-12 states that there will be an annual tax levy not to exceed \$2,200 for the tax year 2012 and not to exceed \$850 for the tax years 2013 to 2021, for the payment of the special services of rear yard drainage improvements, at an estimated cost of \$7,684, with estimated interest repayment cost of \$1,957, for a total amount to be collected for tax years 2012 through 2021 of \$9,641, which equals the 2012 tax levy of \$2,171 and nine annual tax levies of \$830 for each tax year of 2013 through 2021;

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

**SECTION 1: RECITALS.** The recitals set forth above are incorporated here by reference.

**SECTION 2: TAX LEVY.** Pursuant to City of Des Plaines Ordinance M-31-12, the City of Des Plaines hereby levies \$830 in taxes for Special Service Area Number Fourteen purposes against all taxable property in Special Service Area Number Fourteen of the City of Des Plaines for tax year 2016.

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

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

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

Published in pamphlet form this  
\_\_\_\_ day of \_\_\_\_\_, 2016.

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**

SSA\DP-Tax Levy Ord-SSA#14 2016 Tax Year

**CITY OF DES PLAINES**

**ORDINANCE M - 52 - 16**

**AN ORDINANCE LEVYING TAXES FOR SPECIAL SERVICE AREA NUMBER FIFTEEN OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS.**

**WHEREAS**, the Corporate Authorities of the City of Des Plaines adopted Ordinance M-3-14 on February 18, 2014, creating Special Service Area Number Fifteen, being recorded with the County Recorder of Deeds as Document #1408519053; and

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

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

**SECTION 1: RECITALS.** The recitals set forth above are incorporated here by reference.

**SECTION 2: TAX LEVY.** Pursuant to City of Des Plaines Ordinance M-03-14, the City of Des Plaines hereby levies \$1,643 in taxes for Special Service Area Number Fifteen purposes against all taxable property in Special Service Area Number Fifteen of the City of Des Plaines for tax year 2016.

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

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

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

Published in pamphlet form this  
\_\_\_\_ day of \_\_\_\_\_, 2016.

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**

SSA\DP-Tax Levy Ord-SSA#15 2016 Tax Year



## FIRE DEPARTMENT

405 S. River Road  
 Des Plaines, IL 60016  
 P: 847.391.5333  
 desplaines.org

## MEMORANDUM

Date: October 19, 2016

To: Michael Bartholomew, City Manager

From: Alan Wax, Fire Chief *AW*  
 Ralph Magak, Vehicle Maintenance Foreman

Subject: Purchase of Ambulance; Declaration of Current Ambulance as Surplus

**Issue:** The Fire Department is in need of replacing a paramedic ambulance.

**Analysis:** Pursuant to both the equipment replacement schedule and actual need, the Department seeks to replace a 2006 Ford ambulance that has over 81,000 miles, runs VERY poorly, requires major costly repairs, and experiences many mechanical problems. A Vehicle/Equipment Evaluation Form is attached illustrating the need for replacement of this vehicle. This purchase was included in the 2016 budget.

Through the Northwest Municipal Conference (NWMC), municipalities may purchase vehicles bid by the Suburban Purchasing Cooperative (SPC), whose bidding process is in conformance with state (and City) bidding laws. The vendor for SPC joint-purchasing of ambulances under the bid process, which is SPC Contract #133, is Foster Coach Sales of Sterling, IL.

The ambulance is a "Horton" brand on a 2017 Freightliner chassis (consistent with the last two ambulances purchased). The 2016 SPC price for the ambulance as bid-out is \$262,185. In an effort to reduce the cost even further below the joint-purchasing amount, City Staff worked diligently to identify included components that were not operationally vital, with the goal being to obtain an ambulance for Des Plaines that meets the minimum operational requirements for the expected life of the vehicle at the most economical price. In doing so, Staff was able to reduce the price of the ambulance to \$252,267.

Based on City Council discussions during the 2017 Budget meetings, a power-assisted cot and cot-loading system is being added to this ambulance to enhance patient care and reduce employee injuries. The additional cost for this cot (\$19,303), loading system (\$22,723), and 7-year warranty (\$8,177, if determined to be included) is \$50,203, bringing the total cost for the ambulance to \$302,470.

**Recommendation:** We recommend approval of the Resolution waiving the bidding process and providing for the purchase of the Horton ambulance from Foster Coach Sales of Sterling, Illinois through the SPC for an amount not to exceed \$302,470, as well as approval of the Ordinance declaring the 2006 ambulance being replaced as surplus so that it may be sold once the new ambulance arrives. This purchase will be funded from the Equipment Replacement Fund (410-70-000-0000.8020).

**Attachment:** Resolution, Ordinance, Current Ambulance Evaluation Report

**CITY OF DES PLAINES**

**RESOLUTION R - 171 - 16**

**A RESOLUTION AUTHORIZING THE PURCHASE OF A  
NEW AMBULANCE FROM FOSTER COACH SALES,  
INC.**

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

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

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

**WHEREAS**, the City has appropriated funds in the Department Equipment Replacement Fund for the replacement of equipment during the 2016 fiscal year; and

**WHEREAS**, the City is a member of the Northwest Municipal Conference ("*NWMC*"), a corporate organization representing municipalities and townships located within the State of Illinois and the Counties of Cook, DuPage, Kane, Lake and McHenry; and

**WHEREAS**, the City participates in the NWMC Suburban Purchasing Cooperative ("*SPC*"), which permits local governments to purchase commodities and services according to contracts negotiated by the NWMC, resulting in significant savings for the City; and

**WHEREAS**, the City desires to purchase a new Horton Ambulance on a 2017 Freightliner chassis ("*Vehicle*") with a power assisted cot system ("*Special Equipment*") (the Vehicle and Special Equipment together are the "*New Ambulance*"); and

**WHEREAS**, the SPC previously sought bids for the purchase of a Horton Ambulance; and

**WHEREAS**, SPC identified Foster Coach Sales, Inc., of Sterling, Illinois ("*Vendor*"), as the lowest responsible bidder for the SPC Contract #133; and

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

**WHEREAS**, pursuant to SPC Contract #133, the cost of the Vehicle is \$252,267 and the cost of the Special Equipment is \$50,203 for the total not-to-exceed price of \$302,470 for the New Ambulance; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to purchase the New Ambulance;

**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 approves the purchase by the City of the New Ambulance from the Vendor in a total not-to-exceed amount of \$302,470.

**SECTION 3: AUTHORIZATION OF PURCHASE.** The City Council authorizes and directs the City Manager and the City Clerk to execute and seal documents approved by the General Counsel, and the City Manager to make payments, on behalf of the City, that are necessary to complete the purchase of the New Ambulance from the Vendor in a total not-to-exceed amount of \$302,470.

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

[SIGNATURE PAGE FOLLOWS]

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

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**MAYOR**

ATTEST:

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**

DP-Resolution Approving Purchase of an Ambulance from Foster Coach Sales through the SPC 2016

**CITY OF DES PLAINES**

**ORDINANCE M - 54 - 16**

**AN ORDINANCE DECLARING PERSONAL PROPERTY OWNED BY THE CITY OF DES PLAINES AS SURPLUS.**

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

**WHEREAS**, the City is the owner of a 2006 Ford ambulance with Vehicle Identification Number 1FDXE45P16HA12600 ("*Old Ambulance*"); and

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

**WHEREAS**, the City Council has determined that it is in the best interest of the City to convey the Old Ambulance;

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

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

**SECTION 2: DECLARATION OF SURPLUS PROPERTY.** Pursuant to Section 1-12-4 of the City Code of the City of Des Plaines and the home rule powers of the City, the City Council hereby finds that the Old Ambulance is no longer necessary or useful to, or for the best interest of, the City.

**SECTION 3: EXECUTION OF REQUIRED DOCUMENTATION.** The City Council hereby authorizes the City Manager and the City Clerk to execute and attest, on behalf of the City, all documents approved by the General Counsel and necessary to complete the disposition of the Old Ambulance as authorized by Section 4 of this Ordinance.

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

[SIGNATURE PAGE FOLLOWS]

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

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**MAYOR**

ATTEST:

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**

DP-Ordinance Declaring an Ambulance as Surplus Property

**ATTACHMENT**

**City of Des Plaines**

**Vehicle/Equipment Evaluation Form**

Vehicle or Equipment VIN or Serial #

Vehicle or Equipment #

Make:

Model:

Year:

Mileage:

Hours of Operation:

Date of Evaluation:

Evaluator:

System	Diagnosis	Repair Costs
Engine		
Transmission		
Drive Line/Differential		
Exhaust		
Hydraulic System		
Electrical System		
Brakes		
Tires		
Body		
Interior/Exterior (Cab)		
Front End/Suspension		
Air Conditioning		
Pumping System (Fire)		
Other		
Total Repair Costs		

Diagnosis Code	Code Description
5	Excellent condition; like new; no repair needed in the near future
4	Good condition; minor wear and tear; system functions perfectly; no repair needed in the near future
3	Fair condition; significant signs of wear; system functions moderately well; repairs expected soon
2	Poor condition; substantial signs of degradation; system barely functions; repairs needed very soon
1	Bad condition; system inoperable; repair needed immediately

**City of Des Plaines**

**Vehicle/Equipment Evaluation Form**

**Replacement Point System**

<b>Factor</b>	<b>Points</b>
Age	3 points for every 5 years of chronological age, based on in-service date
Miles/Hours	1 point for each 10,000 miles or 750 hours of use
Type of Service	1, 3, or 5 points are assigned based on the type of service that the vehicle or equipment had during most of its life. The more severe the type of service performed the higher the number assigned.
Reliability	1, 3, or 5 points are assigned depending on the frequency that a vehicle or equipment piece is in the shop for repair. The more the frequency of shop visits the higher the number.
Maintenance Costs	1 to 5 points are assigned based on total life maintenance and repair costs (not including repair of accident damage). A 5 is assigned to a vehicle with life repair costs equal or greater to the vehicle's original purchase price and a 1 is given to a vehicle with life repair costs equal to 20% or less of its original purchase cost.
Parts Availability	1, 2, 3 or 5 points are assigned depending on the ability to obtain parts. 1=Readily Available, 2=Available within 3-5 days, 3=Available within 3 to 4 weeks and 5=Unable to obtain parts.
Condition	This category takes into consideration body condition, rust, interior condition, accident history, anticipated repairs, etc. a scale of 1 to 5 points is used with the higher the number the worse the condition.
<b>Point Ranges</b>	
Under 18 points	Condition I: Excellent
18 to 21 points	Condition II: Good
21 to 28 points	Condition III: Qualifies for replacement
28 or more points	Condition IV: Needs immediate consideration

<b>Factor</b>	Age	Miles/Hours	Type of Service	Reliability	Maintenance Costs	Parts Availability	Condition	<b>Total Points</b>
<b>Points Earned</b>								

Recommend Replacement?	Yes		No	
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Will Vehicle be Transferred?	Yes		No	
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Department Receiving Transfer	CED	Engineering	Public Works	Fire	Police	Pool

Salvage Value of Vehicle	
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**City of Des Plaines**  
**Vehicle/Equipment Evaluation Form**

Evaluator's Comments:

Pictures:



COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: October 17, 2016

To: Michael G. Bartholomew, MCP, LEED AP, City Manager  
Michael McMahon, Community and Economic Development Director

From: Lauren Pruss, AICP, Economic Development Coordinator 

Subject: Opus Development - Consideration of Purchase and Sale Agreement for City-Owned Land on Ellinwood Avenue and an Ordinance to Vacate certain a Public Easement for Ingress/Egress (Case #: 16-050-V-SUB) (1<sup>st</sup> Ward)

**Issue:** Opus Development proposes to construct 113 multi-family units in the C-5 Zoning District located at 1555 and 1565 Ellinwood Avenue. The petitioner is requesting approval of a tentative and final plat of consolidation and a major variation of the 1998 City of Des Plaines Zoning Ordinance Section 12-7-3.5.e.2 which requires a minimum Lot Area of 150,600 square feet, where the applicant controls 43,900 square feet. As part of this application, the City and the developer have agreed to enter in to a Purchase and Sale Agreement for the adjoining City-owned parcel, which will bring the total site area to 57,706, and allow the project to be parked in conformance with the parking requirements for multi-family dwellings in the C-5 zone.

**Analysis:** The City Council reviewed this application on September 19, 2016, and unanimously voted to approve the requested variance on the condition that the applicant purchasing a City-owned parcel of land adjacent to the site. The parcel is Lot 100 of the Original Town of Rand Subdivision and was included in the Final PUD Plat for the Heritage of Des Plaines development in 1993 (“*City Parcel*”). The City Parcel is 13,864 sq. ft. and is located between Ellinwood Street and Prairie Avenue. The City ordered an appraisal of the City Parcel which determined a fair market value of \$190,000 (Attachment 1). The applicant has agreed to purchase the City Parcel from the City for this price.

Attached is the Purchase and Sale Agreement and the accompanying ordinance authorizing the sale of the City Parcel (Attachment 2). The Agreement includes a number of contingencies which address outstanding title issues relating back to the development of the senior housing project now known as Brookdale Senior Living on the adjacent parcel to the east. At one time, the City owned the entire Brookdale site and transferred it to River Oaks Development Partners as part of a development agreement with the City in the early 1990’s. Due to an error by the Cook County Assessor, when the final planned unit development plat for the Brookdale site was recorded in 1993, the City parcel was not assigned a separate property index number. CED staff and the City’s General Counsel are working with the Cook County Assessor’s office to rectify this issue and have a separate PIN assigned to the City Parcel.

In order to transfer the City Parcel to the applicant, a Public Easement for Ingress/Egress that was dedicated

on the 1993 Final PUD Plat across the City Parcel needs to be vacated. Attached is an Ordinance (Attachment 3) that vacates and releases the easement. The Ordinance states the vacation is contingent on the execution of the Purchase and Sale Agreement by the applicant.

The closing date for the sale will be designated by the purchaser after a due diligence period expires and with 30 days-notice to the City but no later than July 18, 2017.

**Recommendation:**

The Community and Economic Development Department recommends that the City Council authorize staff to execute the Purchase and Sale Agreement and approve the Ordinance to Vacate the Public Easement for Ingress/Egress.

**Attachments:**

Attachment 1: Appraisal Summary

Attachment 2: Ordinance Z - 27 - 16 Ordinance Authorizing the Execution of a Purchase and Sale Agreement for City-Owned Property Located on Ellinwood Street.

Attachment 3: Ordinance Z - 28 - 16 Ordinance to Vacate a Public Easement for Ingress/Egress

**Exhibits:**

Exhibit A: ALTA Survey

**The JMS Appraisal Group, Inc.**

Real Estate Appraisers and Consultants

File No. 6090905

9/28/2016

Lauren Pruss  
City of Des Plaines  
1420 Miner Street  
Des Plaines, IL 60016

File Number: 6090905

In accordance with your request, I have appraised the real property at:

1567 Ellinwood Avenue  
Des Plaines, IL 60016

The purpose of this appraisal is to develop an opinion of the market value of the subject property, as vacant. The property rights appraised are the fee simple interest in the site.

In my opinion, the market value of the property as of September 19, 2016 is:

\$190,000  
One Hundred Ninety Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions, final opinion of value, descriptive photographs, limiting conditions and appropriate certifications.

Sincerely;



James M. Scalise  
Certified General Appraiser

**CITY OF DES PLAINES**

**ORDINANCE Z - 27 - 16**

**AN ORDINANCE AUTHORIZING THE SALE  
OF REAL PROPERTY TO OPUS DEVELOPMENT**

**WHEREAS**, the City is the owner of that certain parcel of real property located on the south side of Ellinwood Street, approximately 433 feet west of the center line of Des Plaines River Road, which is more specifically described in the attached *Exhibit A*, which exhibit is hereby incorporated herein by reference (“*City Parcel*”); and

**WHEREAS**, Opus Development Company, LLC (“*Developer*”), intends to redevelop the parcels located at to 1555-1557 Ellinwood Avenue, Des Plaines, Illinois (“*Adjacent Properties*”), which are located adjacent to the City Parcel, with a multi-unit residential mixed use building; and

**WHEREAS**, Section 1-12-5 of the City Code of the City of Des Plaines authorizes the City Council to sell and convey any real property owned or held by the City that the City Council has determined to be no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City; and

**WHEREAS**, after due consideration and investigation, the Mayor and Council of the City of Des Plaines have determined that consolidating the City Parcel with the Adjacent Properties, will allow the Developer to complete its proposed development and will be in the best interest of the City; and

**WHEREAS**, the City Council has determined that the City Parcel is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City; and

**WHEREAS**, the City desires to sell the City Parcel to the Developer for the purchase price of \$190,000.00, which sale is conditioned on the fulfillment of all terms, conditions and purposes set forth in that certain Purchase and Sale Agreement to be entered with the Developer (“*Purchase Agreement*”); and

**WHEREAS**, the City Council desires to authorize the Mayor, City Manager, City Clerk, and City Attorney, and such other officials as may be necessary, to execute all agreements, legal instruments and other documents required to effect the sale of the City Parcel and to deed, convey or otherwise transfer the City Parcel to the Developer or its assignee; and

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

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

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

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

**SECTION 3: AUTHORIZATION TO EXECUTE THE PURCHASE AGREEMENT.** The City Council hereby authorizes and directs the Mayor and the City Clerk to execute and seal, on behalf of the City, the final Purchase Agreement and the Mayor, City Manager, City Clerk, and City Attorney, and such other officials as may be necessary, are hereby authorized to execute all agreements, legal instruments and other documents required to effectuate the intent of this ordinance.

**SECTION 4: EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by.

**PASSED** this \_\_ day of \_\_\_\_\_, 2016.

**APPROVED** this \_\_ day of \_\_\_\_\_, 2016.

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

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

ATTEST:

Approved as to form:

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

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

#48443832\_v2

**EXHIBIT A**

**LEGAL DESCRIPTION OF CITY PARCEL**

LOT 100 (EXCEPT THE EAST 8 FEET THEREOF) IN THE ORIGINAL TOWN OF RAND (NOW DES PLAINES), BEING A SUBDIVISION OF PARTS OF SECTIONS 16, 17, 20 AND 21, ALL IN TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1567 Ellinwood, Des Plaines, Illinois, 60016

**EXHIBIT B**  
**PURCHASE AND SALE AGREEMENT**

## Real Estate Purchase and Sale Agreement – Des Plaines Parcel

This Real Estate Purchase and Sale Agreement (“**Agreement**”) is made and entered into as of this \_\_\_ day of November, 2016, by and between Opus Development Company, L.L.C., a Delaware limited liability company, or its assignee or nominee (“**Purchaser**”), and The City of Des Plaines, an Illinois home rule municipal corporation (“**Seller**”).

### Recitals

A. Seller is the owner in fee simple of that certain parcel of real estate (“**Land**”) commonly known as 1567 Ellinwood Street, Des Plaines, Illinois and legally described on Exhibit A attached hereto and made a part hereof.

B. Seller desires to sell all of the Land, together with all easements and appurtenances and all estates and rights of Seller, in, to and with respect to the Land and any and all improvements thereon (collectively, “**Property**”), to Purchaser, and Purchaser desires to purchase the Property from Seller, upon and subject to all of the terms and conditions of this Agreement.

### Agreements

Now, therefore, for and in consideration of the foregoing Recitals, the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into and made a part of this Agreement, as if fully set forth herein.

2. Agreement to Sell and Purchase Property; Purchase Price and Payment of Purchase Price.

(a) Agreement to Sell and Purchase Property. Seller will sell the Property to Purchaser, and Purchaser will purchase the Property from Seller, at the price and on and subject to the terms, provisions and conditions herein set forth.

(b) Purchase Price and Payment of Purchase Price. Subject to prorations and adjustments, Purchaser will pay to Seller a purchase price for the Property (“**Purchase Price**”) equal to \$190,000. The Purchase Price will be payable, by wire transfer or otherwise in immediately available funds, at the Closing (as such term is defined in Section 4 hereof), plus or minus adjustments and prorations.

3. Inspections; Due Diligence; Purchaser Termination Rights.

(a) Delivery of Due Diligence Materials. Purchaser acknowledges that Seller has delivered to Purchaser a title commitment and draft survey of the Property.

(b) Intended Uses; Investigations. Purchaser contemplates acquiring the Property for the purpose of developing it for multi-family residential use, or uses related thereto (collectively, “**Intended Uses**”). From the Effective Date through the Closing Date (as such term is defined in Section 4 hereof), and subject to this Section 3, Seller will grant to Purchaser, and its consultants, contractors, agents, employees and representatives, access to all of the Property for the purpose of, and will cooperate fully in all reasonable respects in connection with, Purchaser’s conducting (either itself or through its consultants, contractors, agents, employees and representatives) such tests, inspections and investigations with respect to the Property as Purchaser deems appropriate, in its sole and absolute discretion (collectively, “**Investigations**”); provided, however, that Purchaser will not be obligated to conduct any particular Investigations (or any Investigations at all). Purchaser will indemnify, defend and hold harmless Seller from and against any damage, cost, loss, liability, charge, claim or lien arising from third party claims for death, personal injury or property damage resulting from any such entry or the conduct of any Investigations to the extent that the same materially adversely affect the physical characteristics or conditions of the Land; provided, however,

that the foregoing indemnity will not apply (y) to the extent caused by the negligence or willful misconduct of Seller or any of its officers, directors, shareholders, members, managers, employees, contractors and agents, and (z) to diminution in value of the Property or repair obligations, losses, costs, damages, liabilities, settlements, causes of action or threats thereof arising out of latent defects, the displacement or disturbance of Hazardous Materials not placed on the Property by Purchaser or its consultants or the discovery of pre-existing conditions if neither Purchaser nor any of Purchaser's consultants, contractors, agents, employees or representatives exacerbate any such conditions once they have been discovered. In the event that Purchaser does not purchase the Property, Purchaser will promptly repair any material physical damage to the Land resulting from the conduct of the Investigations; provided, however, that Purchaser will not be required to so repair or restore any such damage to the Land (A) to the extent such damage is caused by the negligence or willful misconduct of Seller or any of its officers, directors, shareholders, members, managers, employees, contractors and agents and (B) in connection with latent defects, the displacement or disturbance of hazardous materials not placed on the Land by Purchaser or its consultants or the discovery of pre-existing conditions if neither Purchaser nor any of Purchaser's consultants, contractors, agents, employees or representatives exacerbate any such conditions once they have been discovered. Purchaser's repair, indemnification and hold harmless obligations under this Section 3(b) will survive the expiration or termination of this Agreement or the Closing for a period of three months. Proof of reasonable general liability insurance will be delivered to Seller prior to access to the Property to conduct the Investigations.

(c) Due Diligence Date. The **"Due Diligence Date"** will be sixty (60) days after the Title Company's delivery of written notice to Purchaser that the Title Company has agreed to insure over on the Title Policy (defined below) claims of adjacent landowners in or to the Property arising out of the public access easement created by the PUD Plat (defined below) based upon the recording of either (i) an executed original "Release" (defined below) from the owner of 1574-77 Ellinwood, Des Plaines, Illinois in connection therewith, or (ii) an ordinance of Seller vacating that public access easement. If the Due Diligence Date does not fall on a business day, then the Due Diligence Date will be the next business day thereafter.

(d) Purchaser Termination Rights. Anything in this Agreement to the contrary notwithstanding, (i) Purchaser may, in its sole and absolute discretion, and for any reason or reasons or for no reason whatsoever, terminate this Agreement by delivering written notice of such termination to Seller at any time on or before the Due Diligence Date. In the event Purchaser terminates this Agreement under this Section 3(d), upon Seller's written request within thirty (30) days after such termination, Purchaser will provide Seller with copies of any third party geotechnical or environmental reports obtained by Purchaser as part of the Investigations no later than ten (10) days after Seller's written request therefore. Purchaser makes no representations regarding the correctness of the information provided and Seller shall have no right to rely on any such information for any reason.

4. Closing; Closing Date. The consummation of the purchase and sale ("**Closing**") of the Property will occur on the date ("**Closing Date**") (a) designated by Purchaser upon not more than thirty (30) days' prior written notice, or (b) if no such date is designated by Purchaser, July 18, 2017, or (c) such other date as Purchaser and Seller may otherwise mutually agree in writing. If the scheduled Closing Date does not fall on a business day, then the Closing Date will be the next business day thereafter.

5. Title Insurance; Title Endorsements; Survey.

(a) Title Insurance. Purchaser will cause to be delivered to Purchaser (at Seller's sole cost and expense) a title insurance commitment ("**Title Commitment**") for a 2006 ALTA owners title insurance policy ("**Title Policy**") for the Property, issued by the Title Company, showing fee simple absolute title in the Land in, together with legible copies of all documents referenced in the Title Commitment. The Title Commitment will contain the commitment of the Title Company to delete the general exceptions and to insure as separate parcels any easements included as part of the Property. The Title Commitment may initially be in a nominal amount, which will be increased upon the issuance of the Title Policy to an amount equal to the Purchase Price. In addition to its paying the base premium for the Title Commitment and the Title Policy, Seller will also pay the premiums for an extended coverage endorsement, and for any endorsements required to clear title as required hereunder, including, without limitation, Seller's Mandatory Cure Obligation (as such term is defined in Section 5(d) hereof) Seller will have no duty or obligation regarding the issuance of any of the endorsements described in Section 5(b) below.

(b) Additional Title Endorsements. In Purchaser's sole and absolute discretion, prior to the Due Diligence Date, the Title Commitment will be amended to include the following endorsements (which endorsements will be at Purchaser's sole cost and expense and will also be included in the Title Policy):

- (i) a restrictions or comprehensive endorsement insuring against any loss or diminution of title to or interest in the Property by reason of a violation of a covenant, condition or restriction of record affecting the Property (or, if Purchaser has delivered appropriate plans and specifications to the Title Company, a modified form of such endorsement based on such plans and specifications);
- (ii) an ALTA Form 3.0 zoning endorsement (or, if Purchaser has delivered appropriate plans and specifications to the Title Company, an ALTA Form 3.1 zoning endorsement based on such plans and specifications);
- (iii) an "access" or "contiguity" endorsement insuring access from the Property to such roads, streets or thoroughfares as Purchaser may designate;
- (iv) a location endorsement 5 (*i.e.*, "a survey endorsement" insuring that the legal descriptions in the Title Commitment and the Survey (as such term is defined in Section 5(c) hereof) describe and cover the same real property);
- (v) a tax parcel endorsement;
- (vi) such other endorsements as Purchaser may require; and
- (vii) the agreement of the Title Company to increase the amount of insurance, at a premium not greater than the Title Company's standard rates therefor, to reflect the value of improvements placed on the Land by Purchaser after the Closing Date.

(c) Survey. Purchaser may, in Purchaser's discretion and at Purchaser's expense, obtain a plat of survey ("**Survey**") of the Land, prepared by a registered land surveyor duly licensed in the State of Illinois, selected by Purchaser, and certified to Purchaser, Seller, the Title Company and Purchaser's lender, if any, as having been prepared in compliance with the Minimum Standard Detail Requirements for Class A Land Title Surveys established by ALTA/ACSM in 2016. Among other things, the Survey will be sufficient to cause the Title Company to delete the general exceptions under the Title Policy relating to survey matters.

(d) Objectionable Matters; Unpermitted Encumbrances. If the Title Commitment shows, or the Survey discloses, any matters that are objectionable to Purchaser, in its sole and absolute discretion, then Purchaser will notify Seller thereof, in writing, on or before the date that is ten (10) business days before the Due Diligence Date, specifying the matters to which Purchaser objects (collectively, "**Objectionable Matters**"). Seller shall provide written notice to Buyer, within five (5) business days after receipt of Purchaser's notice of Objectionable Matters, specifically stating which of the Objectionable Matters Seller agrees to correct, cure or remove at or before Closing; provided, however, that Purchaser acknowledges that Seller's failure to cure any of the following Objectionable Matters will not be an event of default under this Agreement (i) Seller's failure to obtain executed original releases ("**Releases**") from owners of parcels adjacent to the Property sufficient to induce the Title Company to insure over or delete from the Title Policy exceptions pertaining to rights of those owners in the Property arising out of a public easement for ingress and egress created by that certain PUD Plat Recorded March 18, 1993 as Document No. 93204981 ("**PUD Plat**"), (ii) Seller's failure to induce the Title Company to insure over or delete from the Title Policy exceptions pertaining to possible unrecorded utility easements as evidenced by manholes, catch basins, inlets, fire hydrants, light poles and auto sprinklers on the Property, (iii) Seller's failure to cause the Property to be taxed as a separate real estate tax parcel, (iv) Seller's failure to induce the Title Company to insure over or delete from the Title Policy exceptions pertaining to back real estate taxes by any means other than an unsecured indemnity, and (v) Seller's failure to induce the Title Company to insure over or delete from the Title Policy exceptions pertaining to (A) encroachment of concrete step located on the Land by about .3 to .7 of a foot onto the public way lying northeasterly and adjoining as disclosed by survey made by John M. Henriksen, dated January 26, 1989, order number 891039 or (B) encroachment of the west face of the fence located mainly on the

property north and west and adjoining onto the Land by approximately .6 feet, as shown on survey no. 961134, prepared by Edward J. Molloy & Associates, Ltd., dated December 11, 1996. Purchaser acknowledges that Seller has advised Purchaser that the Property is currently included as part of the tax parcel of an adjacent land owner (“**Ventas Parcel**”). In such event, as a condition (but not a covenant, except as provided either below in this Section 5(d) or elsewhere in this Agreement), prior to that Due Diligence Date, Purchaser must have received adequate assurances (in Purchaser’s sole and absolute discretion) that the Objectionable Matters will be removed on or before the Closing. If Purchaser does not receive such assurances, Purchaser will terminate this Agreement under Section 3(d) of this Agreement. Any Objectionable Matters that have been removed on or before the Due Diligence Date (or that Purchaser has been assured will be removed on or before the Closing) will be “**Unpermitted Encumbrances.**” Any matters that are shown on the Title Commitment or disclosed on the Survey, and in each case to which Purchaser does not object as provided in this Section 5(d), will be “**Permitted Encumbrances.**”

Anything in this Section 5(d) or elsewhere in this Agreement to the contrary notwithstanding, all mortgages, deeds of trust, deeds to secure debt, assignments of leases and rents, security agreements, financing statements, other financing-related or construction-related liens on the Property, judgement liens and tax liens (other than the lien of real property taxes not yet due and payable (subject to Section 10 hereof regarding “Ventas Taxes” and “Exempt Taxes” (defined below)), encumbrances caused by Seller after the Effective Date without Purchaser’s prior written consent and rights of parties in possession or under leases or occupancy agreements at the Property, will conclusively be deemed to be Unpermitted Encumbrances and will be removed by Seller, at its sole cost and expense, at or before the Closing (such obligation of Seller to remove such items is herein called “**Seller’s Mandatory Cure Obligation**”).

6. Representations and Warranties of Seller. Seller hereby represents and warrants to Purchaser that all of the following are true and correct on and as of the Effective Date, will continue to be true and correct as of the Closing Date:

- (a) Seller is an Illinois home rule municipal corporation duly organized and validly existing and in good standing under the laws of the State of Illinois. All requisite action (as required under its organizational governance documents or by applicable law) has been taken by Seller in connection with entering into this Agreement and the instruments referenced herein, and the consummation of the transaction contemplated hereby. Each entity and each individual executing this Agreement and the instruments referenced herein on behalf of Seller has the legal power, right and actual authority to bind Seller to the terms and conditions hereof and thereof.

The accuracy of the foregoing representations and warranties will be a condition to Purchaser’s obligations under this Agreement. If any of the foregoing representations or warranties is untrue, and is not cured (at no cost to Purchaser) prior to the scheduled Closing, then Seller will be allowed two business days after the date of the scheduled Closing in order to cause such representations and warranties to be true, and will use its best efforts to do so (and Seller will notify Purchaser promptly if Seller determines that Seller will not be able to do so). If Seller fails to cause such representations and warranties to conform to the requirements of this Agreement in all material respects within such two-business day period, then Purchaser may elect, in its sole and absolute discretion, (x) to purchase the Property as it then is, with the right to cause such non-conforming representations and warranties to be true and to deduct from the Purchase Price amounts that Purchaser reasonably determines are equal to the costs and expenses incurred as a result thereof and that are of a definite or ascertainable amount; or (y) to terminate this Agreement; or (z) to extend the time for up to an additional 30 days for Seller to cause such representations and warranties to conform to the requirements in this Agreement, and the Closing Date will automatically be extended by the number of days equal to such extended period (and if Purchaser elects to allow the extension of such time, Purchaser will have the same rights concerning such matters at the end of such extended period as Purchaser had at the end of the original period, other than the further extension of the Closing Date). Further, if the matter that gives rise to the failure of the representations or warranties to conform to the requirements of this Agreement was caused or permitted by Seller, then Purchaser’s rights set forth in the immediately preceding sentence will be in addition to, and not in lieu of, any other rights and remedies available to Purchaser for default by Seller.

7. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller that all of the following are true and correct on and as of the Effective Date, will continue to be true and correct as of the Closing Date:

- (a) Purchaser is a limited liability company duly organized and validly existing and in good standing under the laws of the State of Delaware and duly authorized to do business in the State of Illinois. All requisite action (as required under its organizational governance documents, or by applicable law) has been taken by Purchaser in connection with entering into this Agreement and the instruments referenced herein, and the consummation of the transaction contemplated hereby.

8. Escrow; Gap Closing.

(a) Intentionally Deleted.

(b) Gap Closing. The Closing hereunder will be a “gap” closing with the Title Company as escrowee, in accordance with the general provisions of the usual form of “gap” escrow agreement then in use by the Title Company, with such special provisions inserted in the escrow agreement as may be required to conform with this Agreement, if any (“**Closing Escrow**”). Seller and Purchaser hereby authorize their respective attorneys to sign the Closing Escrow agreement on behalf of their respective clients. The Purchase Price will be deposited in the Closing Escrow, and the payment thereof and the delivery of the Deed will be made through the Closing Escrow. The Closing will be concluded by use of “gap undertakings” furnished by the Title Company and executed by Seller, so that (i) the Title Company is prepared, at the Closing, to issue the Title Policy, insuring Purchaser’s fee simple absolute title to the Property in the amount of the Purchase Price and subject only to the Permitted Encumbrances, and (ii) the Purchase Price, plus or minus prorations or adjustments, may be disbursed prior to recording and a later date title search. The cost of the Closing Escrow will be divided equally between Seller and Purchaser. The Title Company, as escrowee, will file applicable transfer tax declarations electronically, as required by law, using the MY DEC system.

9. Closing Deliveries. Provided that all conditions of closing hereunder have been satisfied, the Closing will occur at the Minneapolis, Minnesota offices of the Title Company on the Closing Date; provided, however, that neither Seller nor Purchaser nor their respective attorneys will be required to attend in person. On the Closing Date (or earlier, if so required by the Closing Escrow agreement):

(a) Seller’s Deliveries. Seller will execute and deliver the following to the Title Company for delivery to Purchaser on the Closing Date:

- (i) Seller’s quit claim deed (“**Deed**”) in a commercially reasonable and recordable form sufficient to convey to Purchaser fee simple absolute title to the Property, subject only to the Permitted Encumbrances;
- (ii) Appropriate state, county and municipal transfer tax or other similar declarations, executed by Seller or Seller’s agent in the form required pursuant to applicable law;
- (iii) A settlement statement signed by Seller or Seller’s agent;
- (iv) If required by the Title Company, an owner’s affidavit, gap undertaking and/or personal undertaking regarding mechanics’ lien risk associated with any work performed at the Property prior to Closing, duly executed and acknowledged by Seller in form and content required by the Title Company, together with any evidence of authority reasonably required by the Title Company;
- (v) A “FIRPTA” affidavit conforming to the requirements of Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations

applicable thereto, and if Seller fails to furnish such FIRPTA affidavit, Purchaser may withhold from the Purchase Price an amount sufficient to comply with the provisions of such Section;

- (vi) A Designation Agreement executed by Seller designating the "reporting person" for purposes of completing the Internal Revenue Service Form 1099 and, if applicable, Internal Revenue Form 8594 (the "**Designation Agreement**"); and
  - (vii) Such other documents as may be necessary or proper to comply with this Agreement or required by the Title Company and agreed to by Seller during the Due Diligence Period.
- (b) Purchaser's Deliveries. Purchaser will execute and deliver the following to the Title Company for delivery to Seller on the Closing Date:
- (i) The Purchase Price, plus or minus prorations, by wire transfer or otherwise in immediately available funds;
  - (ii) Appropriate state, county and municipal transfer tax or other similar declarations, executed by Purchaser or Purchaser's agent in the form required pursuant to applicable law;
  - (iii) A settlement statement signed by Purchaser or Purchaser's agent;
  - (iv) A Designation Agreement signed by Purchaser; and
  - (v) Such other documents as may be necessary or proper to comply with this Agreement or required to carry out its terms.

10. Prorations of General Real Estate Taxes. No proration of real estate taxes and installments of special assessments affecting the Land (collectively, "**Taxes**") will occur at Closing. In particular, real estate taxes and installments of special assessments that may have been assessed against the Land solely because the Land has been included as part of the Ventas Parcel ("**Ventas Taxes**") will be excluded from Taxes for purposes of this Agreement and will not be prorated between Purchaser and Seller. Seller will exercise commercially reasonable efforts to cause the Land to be taxed as a separate tax parcel, though Purchaser and Seller acknowledge that the Land may not be taxed as a separate tax parcel at Closing. Upon issuance of any tax bill for the Property after the Closing Date for which the Property is not included as part of the Ventas Parcel, Seller will deliver a copy of that bill to Purchaser not less than ten (10) days before the due date (without penalty or interest) thereof. Each of Seller and Purchaser will pay its share of such bill for Taxes directly to the appropriate taxing authority on or before the due date thereof and before any penalty date. Seller and Purchaser will each provide the other with reasonable written evidence of the timely payment of its share of each such tax bill.

Seller will be responsible for the payment to the collection authorities of all Taxes which have been assessed and which are due and payable as of the date immediately preceding the Closing Date ("**Proration Date**"). Purchaser will be responsible for the payment to the collection authorities of all Taxes that have been or will be assessed and that become due and payable on or after the Proration Date. To the extent the Land is exempt from Taxes prior to the Closing Date, no proration of Taxes will occur at Closing. In the event Taxes assessed against the Land that are Seller's responsibility hereunder, Seller will pay those Taxes in the manner required by law and, to the extent Seller is subsequently entitled to a refund thereof because the Land was exempt from assessment for real estate taxes during Seller's period of ownership thereof ("**Exempt Taxes**"), Seller will be entitled to any refund associated therewith. Seller's and Purchaser's respective obligations under this Section 10 will survive the Closing and delivery of the Deed

11. Development Matters. Seller will not make any agreements with, or grant rights to any other party, governmental or private, which will prevent or limit the right of Purchaser, or its lessees, invitees, successors

or assigns, to use the Property or to obtain any such consents or approvals for or in connection with the Intended Uses without Purchaser's prior written consent.

12. Conditions of Closing.

(a) Purchaser's Closing Conditions. The obligation of Purchaser to consummate the transaction hereunder is expressly subject to and contingent upon the occurrence of each and every one of the following:

- (i) Purchaser or the Title Company, as applicable, will have received the items set forth in Section 9 hereof.
- (ii) The Title Company will be prepared to issue the Title Policy, dated as of the Closing Date and showing fee simple title in Purchaser, subject only to the Permitted Encumbrances, and otherwise in accordance with the provisions of and containing the extended coverage and the endorsements specified in Sections 5(a) and 5(b) hereof.
- (iii) Purchaser will have found the status of title and the Survey to be acceptable, with the Survey being free of defects, or Seller will have made title and the Survey acceptable, in accordance with the provisions of Section 5(d) hereof.
- (iv) All representations and warranties of Seller will be true and correct in all material respects as of the Closing Date.
- (v) Purchaser will not have received any notice that (A) the Property or any portion thereof was ever used for the treatment, transportation, storage, handling or disposal of any Hazardous Materials, (B) the Property or any portion thereof has ever appeared on any federal or state registry of inactive hazardous waste site, or (C) there has been any notice or claim concerning the presence or release (or alleged presence or release) of Hazardous Materials at the Property or any portion thereof.
- (vi) Since the Initial Due Diligence Date, there will not have been any material adverse change in the physical condition or characteristics of, the condition of title of, or otherwise with respect to the Property, including, without limitation, any material adverse change in the ability to use or develop the Property for the Intended Uses.
- (vii) Seller will have complied with all terms, provisions and conditions of this Agreement in all material respects.
- (viii) Purchaser will have purchased (or will be satisfied that it will purchase contemporaneously with the Closing upon terms satisfactory to Purchaser in its sole discretion) that certain parcel of real estate commonly known as 1555-1557 Ellinwood Avenue, Des Plaines, Illinois and that certain parcel of real estate commonly known as 1565 Ellinwood, Des Plaines, Illinois (collectively, "**Adjacent Property**").
- (ix) A final plat of subdivision acceptable to Purchaser regarding the development of the Property and the Adjacent Property for the Intended Uses will be recorded against the Property and the Adjacent Property, respectively, at Closing.

(b) Purchaser's Right to Terminate. In the event any of the foregoing conditions has not been fulfilled or expressly waived in writing by Purchaser, then in addition to any other remedy available to Purchaser (but subject to Seller's cure rights under Section 13(a) hereof), Purchaser may terminate this Agreement by giving written notice to Seller on or before the Closing Date, without limiting Purchaser's other remedies under this Agreement and otherwise at law or in equity.

(c) Seller's Closing Conditions. The obligation of Seller to consummate the transaction hereunder is expressly subject to and contingent upon the occurrence of each and every one of the following:

- (i) Seller or the Title Company, as applicable, will have received the items set forth in Section 9(b) hereof.
- (ii) All representations and warranties of Purchaser will be true and correct in all material respects as of the Closing Date.
- (iii) Purchaser will have complied with all terms, provisions and conditions of this Agreement in all material respects.
- (d) Seller's Right to Terminate. In the event any of the foregoing conditions has not been fulfilled or expressly waived in writing by Seller, then in addition to any other remedy available to Seller (but subject to Purchaser's cure rights under Section 13(b) hereof), Seller may terminate this Agreement by giving written notice to Purchaser on or before the Closing Date.

13. Default.

(a) Default by Seller. IF SELLER BREACHES ITS OBLIGATION TO COMPLETE THE SALE AND CONVEYANCE OF THE PROPERTY AS PROVIDED IN THIS AGREEMENT AND SUCH BREACH CONTINUES FOR FIVE DAYS AFTER PURCHASER'S DELIVERY TO SELLER OF WRITTEN NOTICE THEREOF, THEN PURCHASER WILL BE ENTITLED TO ALL REMEDIES AVAILABLE TO IT UNDER THIS AGREEMENT AND OTHERWISE AT LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, THE REMEDY OF SPECIFIC PERFORMANCE. SELLER AND PURCHASER ACKNOWLEDGE AND AGREE THAT THE PROPERTY IS UNIQUE IN NATURE AND A FAILURE BY SELLER TO PERFORM THE TERMS OF THIS AGREEMENT WILL MATERIALLY AND IRREPARABLY INJURE, AND RESULT IN THE SUFFERING OF A MATERIAL LOSS BY, PURCHASER, AND THAT SUCH INJURY AND LOSS CANNOT BE FULLY OR ADEQUATELY COMPENSATED BY THE PAYMENT OF MONEY OR BY AN AWARD OF DAMAGES. EACH PARTY THEREFORE ACKNOWLEDGES AND AGREES THAT IF SELLER SHOULD FAIL BREACH ITS OBLIGATIONS TO COMPLETE THE SALE AND CONVEYANCE OF THE PROPERTY HEREUNDER, PURCHASER SHALL BE ENTITLED TO THE SPECIFIC PERFORMANCE OF THIS AGREEMENT. IN ADDITION, IN THE EVENT PURCHASER TERMINATES THIS AGREEMENT DUE TO (i) A SELLER DEFAULT, (ii) A REPRESENTATION OR WARRANTY OF SELLER BEING UNTRUE WHEN MADE AS OF THE EFFECTIVE DATE, OR (iii) A REPRESENTATION OR WARRANTY OF SELLER BECOMING UNTRUE DUE TO SELLER'S ACTION, THEN PURCHASER WILL BE ENTITLED TO ALL REMEDIES AVAILABLE TO IT UNDER THIS AGREEMENT OR OTHERWISE AT LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, THE REMEDY OF SPECIFIC PERFORMANCE.

(b) Default by Purchaser. IF PURCHASER BREACHES ITS OBLIGATION TO COMPLETE THE PURCHASE OF THE PROPERTY AS PROVIDED IN THIS AGREEMENT AND SUCH BREACH CONTINUES FOR FIVE DAYS AFTER SELLER'S DELIVERY TO PURCHASER OF WRITTEN NOTICE THEREOF, THEN SELLER'S SOLE AND EXCLUSIVE REMEDY WILL BE TO TERMINATE THIS AGREEMENT AND RECOVER FROM PURCHASER SELLER'S REASONABLE OUT OF POCKET COSTS INCURRED IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTION CONTEMPLATED HEREBY, SUCH AMOUNTS IN NO EVENT TO EXCEED \$\_\_\_\_\_.

14. Condemnation. In the event that, between Effective Date and the Closing Date, any condemnation or eminent domain proceedings are instituted that might result in the taking of all or any portion of the Property (except for such portions thereof as would not, in Purchaser's sole and absolute discretion, impair the use thereof for the Intended Uses), Seller will immediately notify Purchaser in writing of such occurrence, and thereupon Purchaser may elect (in its sole and absolute discretion) to:

- (a) terminate this Agreement, in which event all rights and obligations of the parties hereunder will cease with respect to such Property;

- (b) elect to consummate the subject transaction and require Seller to deliver to Purchaser a duly executed assignment, in form and substance satisfactory to Purchaser, of proceeds payable as a result of Seller's right to receive any condemnation award; or
- (c) elect to consummate the subject transaction, but with an adjustment of the Purchase Price based on a re-determination of the net usable square footage of the Land.

Purchaser will have 30 days after the date of its receipt of written notice of such institution of proceedings within which to exercise its rights under this Section 14. If the Closing is scheduled to occur within such 30-day period, the Closing will be delayed until Purchaser makes such election, and if Purchaser elects to consummate the transaction, the Closing Date will be adjusted accordingly.

15. Covenants of Seller. Between the Effective Date and the Closing Date, Seller will:

- (a) not, without first obtaining the written consent of Purchaser, enter into any contracts, leases or other agreements pertaining to the Property or any portion thereof, which consent will not be unreasonably withheld to the extent any such agreement is entered into for purposes of title clearance;
- (b) comply with all laws, ordinances, regulations and restrictions affecting the Property or any portion thereof (including, without limitation, the use thereof);
- (c) comply with the terms of all mortgages, liens, pledges, leases, licenses, easements and other similar encumbrances affecting the Property or any portion thereof;
- (d) not create or permit to be created any mortgage (or amendments to any existing mortgage), lien, pledge, lease, license, easement or other similar encumbrance in any way affecting the Property or any portion thereof without Purchaser's prior written consent, which consent will not be unreasonably withheld to the extent any such encumbrance is entered into for purposes of title clearance;
- (e) not commit any waste or nuisance upon the Property or any portion thereof; and

16. Notices. Any notice or other communication in connection with this Agreement will be in writing and will be sent by United States certified mail, return receipt requested, postage prepaid, by a nationally recognized overnight courier guaranteeing next day delivery, by electronic mail or by personal delivery, properly addressed as follows:

If to Purchaser: Opus Development Company, L.L.C.  
 9700 Higgins Road, Suite 900  
 Rosemont, Illinois 60018  
 Attention: Sean T. Spellman  
 E-Mail: [sean.spellman@opus-group.com](mailto:sean.spellman@opus-group.com)

with a copy to: Opus Development Company, L.L.C.  
 10350 Bren Road West  
 Minnetonka, Minnesota 55343  
 Attention: Legal Department  
 E-Mail: [tom.hoben@opus-group.com](mailto:tom.hoben@opus-group.com)

and with a copy to: O'Rourke, Hogan, Fowler & Dwyer, LLC  
 10 South LaSalle Street, Suite 3700  
 Chicago, Illinois 60603  
 Attention: Howard I. Goldblatt  
 E-Mail: [hgoldblatt@ohfdlaw.com](mailto:hgoldblatt@ohfdlaw.com)

If to Seller: City of Des Plaines  
1420 Minor Street  
Des Plaines, Illinois 60016  
Attention: Michael Bartholomew, City Manager  
E-Mail: mbartholomew@desplaines.org

With a copy to: Holland & Knight LLP  
131 South Dearborn Street, 30th Floor  
Chicago, Illinois 60603  
Attention: Peter Friedman  
E-Mail: [peter.friedman@hklaw.com](mailto:peter.friedman@hklaw.com)

and with a copy to: Holland & Knight LLP  
131 South Dearborn Street, 30th Floor  
Chicago, Illinois 60603  
Attention: Megan Cawley  
E-Mail: [megan.cawley@hklaw.com](mailto:megan.cawley@hklaw.com)

All notices will be deemed given three business days following deposit in the United States mail with respect to certified or registered letters, one business day following deposit if delivered to an overnight courier guaranteeing next day delivery, and on the same day if sent by personal delivery or by electronic (e-mail) transmission (with proof of transmission). Attorneys for each party will be authorized to give notices for each such party. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified.

17. Miscellaneous.

(a) Counterpart; Electronic Transmission. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. In order to facilitate execution of this Agreement, the parties may execute and deliver counterparts hereof (or counterparts of the signature page or pages hereof) by e-mail transmission, and such e-mail transmitted counterparts will be binding and enforceable to the same extent as originals thereof.

(b) Section Headings. The Section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

(c) Entire Agreement; No Waiver. This written Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements which can or will modify this Agreement, and no waiver of any of its terms will be effective unless in a writing executed by the parties.

(d) Severability. The unenforceability or invalidity of any provisions hereof will not render any other provisions herein contained unenforceable or invalid.

(e) Assignment. Seller may not assign this Agreement or any of its rights hereunder. Purchaser, however, may freely assign this Agreement and its rights hereunder, and may name a designee or nominee, without Seller's consent; provided, however, that Purchaser will notify Seller, in writing, of any such assignment within 30 days after the effective date of such assignment; and provided further, however, that upon any such assignment by Purchaser, such Purchaser/assignor will be automatically released from any and all liability under or in connection with this Agreement or the transactions contemplated hereunder.

(f) Brokers. With respect to real estate brokers:

(i) Seller represents and warrants to Purchaser that Seller has not engaged or dealt with any broker or other person or entity who would be entitled to any brokerage fee or commission with respect to the finding, negotiation or execution of this Agreement or the

consummation of the transactions contemplated hereby. Seller will indemnify, defend and hold harmless Purchaser, and Purchaser's successors and assigns, with respect to any claim by any person or entity, claiming to have been engaged by Seller, or claiming by, through or under Seller, so as to become entitled to any such fee or commission.

(ii) Purchaser represents and warrants to Seller that Purchaser has not engaged or dealt with any broker or other person or entity who would be entitled to any brokerage fee or commission with respect to the finding, negotiation or execution of this Agreement or the consummation of the transactions contemplated hereby. Purchaser will indemnify, defend and hold harmless Seller with respect to any claim by any person or entity claiming to have been engaged by Purchaser, or claiming by, through or under Purchaser, so as to become entitled to any such fee or commission.

(g) Governing Law. This Agreement will be construed and enforceable in accordance with the laws of the State of Illinois, without application of its choice of law rules.

(h) Binding Nature. This Agreement will be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

(i) Survival. This Agreement and the provisions, representations and warranties herein set forth will survive the Closing and delivery of the Deed.

(j) Time of Essence. Time is of the essence of this Agreement.

(k) Intentionally Deleted.

18. Bulk Sales. Seller represents and warrants to Purchaser that no withholding is necessary to comply with the requirements of Section 902(d) of the Illinois Income Tax Act or Section 5(j) of the Retailer's Occupation Tax Act in connection with the sale of the Property contemplated by this Agreement. Seller will indemnify, defend, save and hold harmless Purchaser and its successors and assigns for any liability that Purchaser may incur as a result of either of those Acts. This provision shall survive the Closing

[Signatures on following page]

In witness whereof, the parties hereto have caused this Agreement to be executed and delivered as of the day and the date first above written.

Purchaser:

Opus Development Company, L.L.C., a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Seller:

The City of Des Plaines, an Illinois home rule municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit A -- Legal Description of Land

LOT 100 (EXCEPT THE EAST 8 FEET THEREOF) IN THE ORIGINAL TOWN OF RAND (NOW DES PLAINES), BEING A SUBDIVISION OF PARTS OF SECTIONS 16, 17, 20 AND 21, ALL IN TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**CITY OF DES PLAINES**

**ORDINANCE Z – 28 - 16**

**A ORDINANCE VACATING AND ABROGATING A PUBLIC EASEMENT OVER PROPERTY LOCATED ON ELLINWOOD STREET.**

**WHEREAS**, the City of Des Plaines is the owner of that certain parcel of real property located on the south side of Ellinwood Street, approximately 433 feet west of the center line of Des Plaines River Road (“*City Parcel*”) which is legally described and depicted in *Exhibit A*, attached to, and by this reference, made a part of this Ordinance; and

**WHEREAS**, pursuant to that certain “Final P.U.D. Plat for the Heritage of Des Plaines” recorded in the Office of the Cook County Recorder as Document No. 93204981, the City dedicated a Public Easement for Ingress and Egress over the City Parcel (“*Easement*”); and

**WHEREAS**, Opus Development Company, LLC (“*Developer*”), intends to redevelop the parcels located at to 1555-1557 Ellinwood Avenue, Des Plaines, Illinois (“*Adjacent Properties*”), which are adjacent to the City Parcel with a multi-unit residential mixed use building; and

**WHEREAS**, the City of Des Plaines (“*City*”) intends to convey the City Parcel to the Developer; and

**WHEREAS**, prior to conveying the City Parcel to the Developer, the City desires to vacate and abrogate the Easement pursuant to its home rule authority and to the terms and conditions set forth herein; and

**WHEREAS**, the City Council has determined that the Easement is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City and the general public; and

**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 set forth above are incorporated herein by reference and made a part hereof, the same constituting the factual basis for the approval of this Ordinance.

**SECTION 2: JURISDICTION.** The City Council does hereby certify that the City Parcel and the Easement is located entirely within the corporate limits of the City of Des Plaines and is subject to the jurisdiction of the City of Des Plaines.

**SECTION 3: VACATION AND ABROGATION OF EASEMENT.**

Subject to the conditions set forth in Section 5 of this Ordinance, and the City's home rule authority, the Easement over the City Parcel for "Public Ingress and Egress" as depicted on the Final P.U.D. Plat for the Heritage of Des Plaines, a portion of which is depicted in *Exhibit B*, attached hereto and by this reference made a part of this Ordinance, shall be, and is hereby vacated, abrogated, and released.

**SECTION 4: RECORDATION.**

The City Manager is hereby directed to cause a certified copy of this Ordinance to be recorded with the office of the Cook County Recorder of Deeds.

**SECTION 5: EFFECTIVE DATE.**

This Ordinance shall be in full force and effect only upon, and not before the occurrence of the following events:

- A. Passage, approval, and publication in the manner provided by law; and
- B. Execution by the City and the Developer of a Purchase and Sale Agreement for the City Parcel in substantially the form approved by Ordinance No. \_\_-\_\_-16
- C. Recordation of this Ordinance with the office of the Cook County Recorder of Deeds.

[SIGNATURE PAGE FOLLOWS]

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

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**MAYOR**

ATTEST:

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**

**EXHIBIT A**

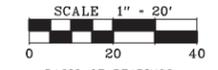
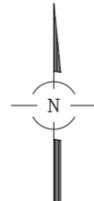
**LEGAL DESCRIPTION OF CITY PARCEL**

LOT 100 (EXCEPT THE EAST 8 FEET THEREOF) IN THE ORIGINAL TOWN OF RAND (NOW DES PLAINES), BEING A SUBDIVISION OF PARTS OF SECTIONS 16, 17, 20 AND 21, ALL IN TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

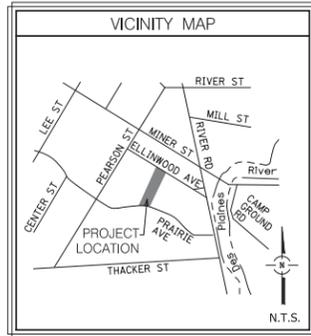
Commonly known as: 1567 Ellinwood, Des Plaines, Illinois, 60016



# A.L.T.A./N.S.P.S. LAND TITLE SURVEY

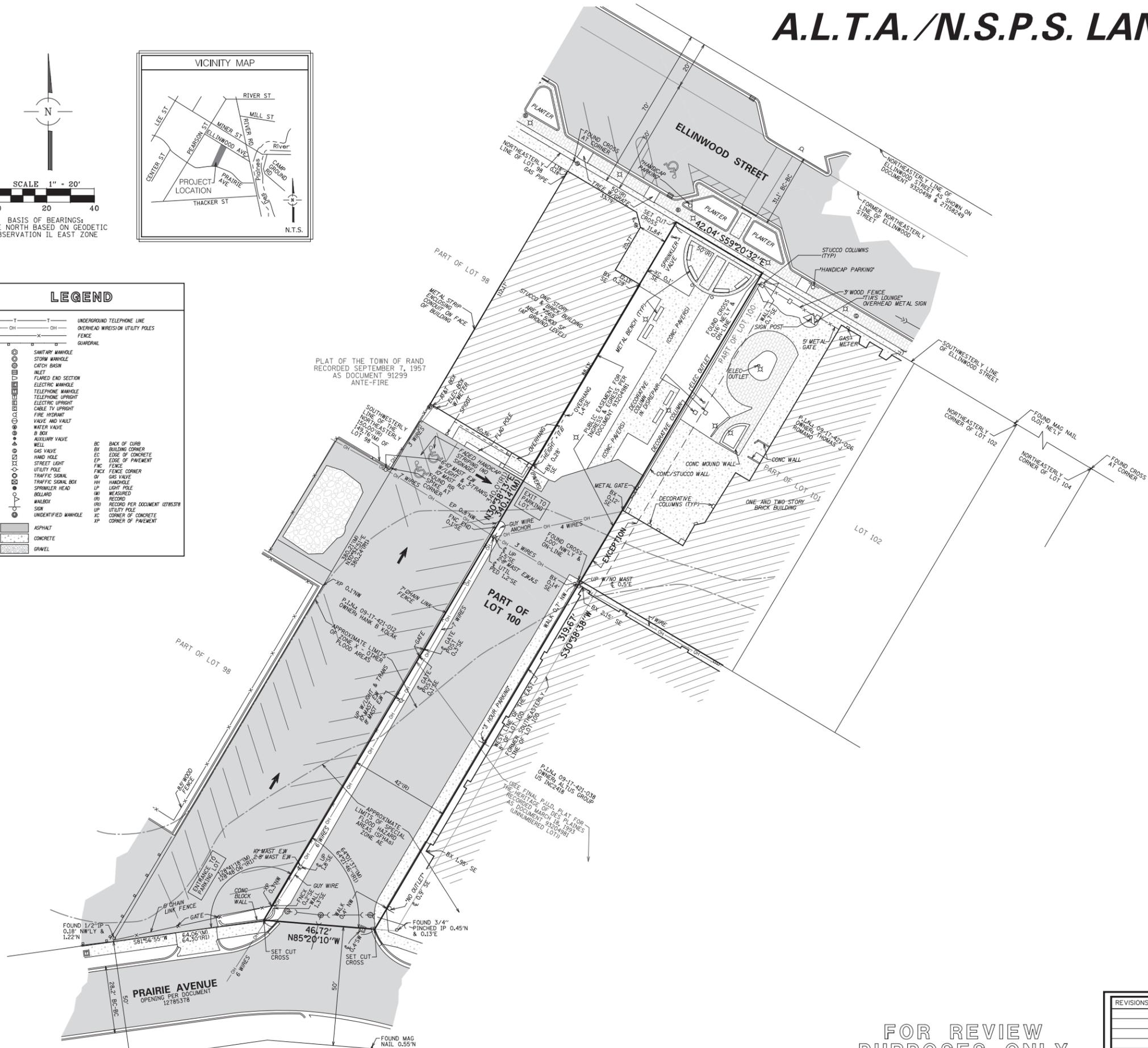


BASIS OF BEARINGS:  
TRUE NORTH BASED ON GEODETIC  
OBSERVATION IL EAST ZONE



LEGEND	
	UNDERGROUND TELEPHONE LINE
	OVERHEAD WIRE/LINE UTILITY POLES
	FENCE
	GENERAL
	STORM MANHOLE
	CATCH BASIN
	INLET
	FLARED END SECTION
	ELECTRIC MANHOLE
	TELEPHONE MANHOLE
	TELEPHONE UPRIGHT
	ELECTRIC UPRIGHT
	CABLE TV UPRIGHT
	FIRE HYDRANT
	VALVE AND VAULT
	WATER VALVE
	B BOX
	AUXILIARY VALVE
	WELL
	GAS VALVE
	HAND HOLE
	STREET LIGHT
	UTILITY POLE
	FNC FENCE CORNER
	BY GAS VALVE
	HH HANDHOLE
	LH LIGHT HOLE
	MH MANHOLE
	RECORD
	RECORD PER DOCUMENT 12785378
	SIGN
	UP UTILITY POLE
	KC CORNER OF CONCRETE
	KP CORNER OF PAVEMENT
	ASPHALT
	CONCRETE
	GRAVEL

PLAT OF THE TOWN OF RAND  
RECORDED SEPTEMBER 7, 1957  
AS DOCUMENT 91299  
ANTE-FIRE



PROPERTY DESCRIPTION:  
LOT 100 (EXCEPT THE EAST 8 FEET THEREOF) IN THE ORIGINAL TOWN OF RAND (NOW DES PLAINES), BEING A SUBDIVISION OF SECTIONS 16, 17, 20 AND 21, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THIS PLAT IS PART OF THE FINAL P.L.D. PLAT FOR THE HERITAGE OF DES PLAINES RECORDED MARCH 18, 1993 AS DOCUMENT 93204981 (UNNUMBERED LOT).

NOTES:  
THIS SURVEY REFLECTS QUESTIONS OF TITLE AS LISTED ON A COMMITMENT FOR TITLE INSURANCE BY CHICAGO TITLE INSURANCE COMPANY, ORDER NUMBER/FILE NO.: 1401 008982090 D2, WITH EFFECTIVE DATE: JUNE 22, 2016.

UNDERGROUND UTILITIES ARE SHOWN BY USING PHYSICAL EVIDENCE FOUND ON THE SURFACE AND/OR FROM UTILITY COMPANY FIELD STAKES, AND/OR ENGINEERING DESIGN PLANS. THEREFORE, THEIR LOCATIONS ARE APPROXIMATE AND SUSPECTED AND MAY NOT BE COMPLETELY ACCURATE. FOR MORE ACCURATE LOCATION, FIELD EXCAVATE. OTHER UTILITIES NOT SHOWN MAY EXIST. NO UNDERGROUND UTILITIES WERE LOCATED. BEFORE DIGGING CALL J.U.L.I.E. AT 1-800-892-0123.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF. NO DISTANCES OR ANGLES SHOWN HEREON MAY BE ASSUMED BY SCALING.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

SPACECO, INC IS AN ILLINOIS PROFESSIONAL DESIGN FIRM REGISTERED UNDER LICENSE NUMBER 184-001157.

TAX P.L.N. (PER TITLE COMMITMENT):  
09-17-401-038-0000

BASED UPON A REVIEW OF THE FLOOD INSURANCE RATE MAP (F.I.R.M.) COMMUNITY PANEL NUMBER 170310217J WITH MAP REVISED AUGUST 19, 2008 IT IS OUR OPINION THAT A PORTION OF THIS PROPERTY LIES WITHIN FLOOD ZONE X - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AND A PORTION WITHIN FLOOD ZONE X - AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD; AND A PORTION WITHIN FLOOD ZONE AE - SPECIAL FLOOD HAZARD AREAS (SFHA) SUBJECT TO INUNDATION BY THEIR 1% ANNUAL CHANCE FLOOD - BASE FLOOD ELEVATIONS DETERMINED, ALL AS IDENTIFIED BY SAID F.I.R.M. MAP. (TABLE A ITEM 3)

PROPERTY SURVEYED CONTAINS 13,864 SQUARE FEET, OR 0.318 ACRES, MORE OR LESS. (TABLE A ITEM 4)

PROPERTY IS SUBJECT TO:

V. 16. UNRECORDED EASEMENT IN FAVOR OF PUBLIC AND QUASI PUBLIC UTILITY COMPANIES OVER THE NORTH PORTION OF LOTS 100 THROUGH 104 AND LOT 106 AND THE NORTH PORTION OF LOT 105 (EXCEPT THE NORTH 150 FEET) LOT 106 AND THE EASTERLY PORTIONS OF LOT 102, 103 AND 105, TO MAINTAIN AND REPAIR POLES AND WIRES, TOGETHER WITH THE RIGHT OF ACCESS THERETO, AS DISCLOSED BY PLAT OF SURVEY DATED JUNE 29, 1991 AND REVISED AUGUST 12, 1991 ORDER NO. 911577 AND MADE BY DEAN R. CROUSE. (SURVEYOR'S NOTE: NOT PLOTTABLE; SAID PLAT OF SURVEY NOT PROVIDED TO THIS SURVEYOR. ALL VISIBLE IMPROVEMENTS SHOWN HEREON.)

W. 17. EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THE REDEVELOPMENT AGREEMENT MADE BY AND BETWEEN THE CITY OF DES PLAINES AND RIVER OAKS PARTNERS, RECORDED JANUARY 30, 1992 AS DOCUMENT 92061138. (AFFECTS THE LAND AND OTHER PROPERTY) (SURVEYOR'S NOTE: THIS EXCEPTION AFFECTS THE SURVEYED PROPERTY, BUT IS NOT A PLOTTABLE ITEM.)

Z. 18. EASEMENT IN FAVOR OF NORTHERN ILLINOIS GAS COMPANY, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NO. 92713414, AFFECTING THE ON, OVER, UNDER AND ACROSS A PORTION OF THE LAND OF THE LAND. (SURVEYOR'S NOTE: THIS EXCEPTION AFFECTS THE SURVEYED PROPERTY, BUT IS NOT A PLOTTABLE ITEM.)

AC. 19. PUBLIC EASEMENT FOR INGRESS AND EGRESS, AS SHOWN ON THE PLAT AND SET FORTH IN THE CERTIFICATE ON THE FINAL P.L.D. PLAT FOR THE HERITAGE OF DES PLAINES, AFORESAID, AS FOLLOWS: (AFFECTS THE NORTHWESTERLY PORTION OF UNDERLYING LOT 100 (EXCEPT THE EAST 8 FEET THEREOF)) (SURVEYOR'S NOTE: SHOWN HEREON)

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

TO: CHICAGO TITLE INSURANCE COMPANY  
AND TO: CITY OF DES PLAINES, A MUNICIPAL CORPORATION

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 3, 4, 8 AND 11 OF TABLE "A" THEREOF. THE FIELDWORK WAS COMPLETED ON JUNE 28, 2016.

GIVEN UNDER MY HAND AND SEAL THIS \_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_ IN ROSEMONT, ILLINOIS.

C. BRIAN LOUNSBURY, I.P.L.S. No. 035-2841  
LICENSE EXPIRES: 11-30-2016  
blounsbury@spacecoinc.com  
(VALID ONLY IF EMBOSSED SEAL AFFIXED)

REVISIONS:	



CONSULTING ENGINEERS  
SITE DEVELOPMENT ENGINEERS  
LAND SURVEYORS

DATE: 10/04/2016
JOB NO: 8838
FILENAME: 8838ALTA-100
SHEET: 1 OF 1

9575 W. Higgins Road, Suite 700,  
Rosemont, Illinois 60018  
Phone: (847) 696-4060 Fax: (847) 696-4065

FOR REVIEW  
PURPOSES ONLY

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



MEMORANDUM

Date: November 9, 2016  
To: Michael G. Bartholomew, City Manager  
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance  
Subject: Resolution R-178-16, November 21, 2016 Warrant Register

*DW*

**Recommendation:** I recommend that the City Council approve the November 21, 2016 Warrant Register Resolution R-178-16.

Warrant Register.....\$3,899,735.91

**Estimated General Fund Balance**

Balance as of 09/30/2016: \$23,212,245

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

**CITY OF DES PLAINES**

**RESOLUTION**

**R-178-16**

**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 21, 2016**

# City of Des Plaines

## Warrant Register 11/21/2016

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount
1	<b>Fund: 100 - General Fund</b>					
2	00	4160	Real Estate Transfer Tax	6470 Erickson Law Office Ltd	Refund 10/25/16	Refund for Overpayment of Transfer Stamp 10.00
3	00	4160	Real Estate Transfer Tax	6478 Aleo & Vargo, Juanita & Joseph	Refund 11/04/16	Real Estate Transfer Tax Refund 11/04/2016 320.00
4	00	4300	Vehicle Licenses	6476 Lisiewski, Grzegorz	Refund 11/02/16	Vehicle Sticker Refund 11/02/2016 120.00
5	00	4300	Vehicle Licenses	6472 Garcia, Hilario	Refund 10/25/16	Vehicle Sticker Refund 10/25/2016 60.00
6	00	4300	Vehicle Licenses	6469 Patel, Parth	Refund 10/21/16	Vehicle Sticker Refund 10/21/2016 40.00
7	00	4300	Vehicle Licenses	2576 Stronczek, Daniel N	Refund 10/17/16	Vehicle Sticker Refund 10/17/2016 50.00
8	00	4320	Business Licenses	6453 Chen, Jinxin	4	Business License and Fingerprinting Refund 10/17/2016 500.00
9	00	4400	Building Permits	5253 ABC Plumbing Heating Cooling & Electric Inc	2016-09000267	Sewer Permit Refund Issued 09/23/2016 300.00
10	00	4400	Building Permits	1979 American Thermal Window Products Inc	2016-01300208	Cancelled Window Permit Refund Issued 10/20/2016 35.00
11	00	4500	Court costs, Fees & Charges	6467 Shambora, Steven	P0233648	Overpayment for Parking Ticket 10/28/2016 40.00
12	00	4500	Court costs, Fees & Charges	6467 Shambora, Steven	P0233649	Overpayment for Parking Ticket 10/28/2016 40.00
13	00	4630	Resident Ambulance Fees	6459 IlliniCare Health Plan	16-0034027	Medical Reimb for Ambulance Billing DOS 08/25/2016 218.49
14	00	4630	Resident Ambulance Fees	1459 Blue Cross Blue Shield of Illinois	16-0020636	Medical Reimb for Ambulance Billing DOS 05/28/2016 76.67
15	00	4630	Resident Ambulance Fees	1459 Blue Cross Blue Shield of Illinois	15-0049039	Medical Reimb for Ambulance Billing DOS 12/08/2015 99.04
16	<b>Total 00 - Non Departmental</b>					<b>1,909.20</b>
17	<b>Elected Office</b>					
18	10	6005	Legal Fees	3447 Holland & Knight LLP	5411880	9-16 Non-Retainer Referendum Review 1,486.00
19	10	6015	Communication Services	1552 Verizon Wireless	9773641296	Cell Phone Service 09/14-10/13/2016 767.31
20	10	6015	Communication Services	1552 Verizon Wireless	9773641296	Cell Phone Service 09/14-10/13/2016 62.62
21	10	7000	Office Supplies	1066 Office Depot	875203319001	2 Staple Removers 2.58
22	10	7000	Office Supplies	1066 Office Depot	875201559001	1 Desk Calendar 6.95
23	10	7000	Office Supplies	1066 Office Depot	875203320001	3 Ctns Copy Paper, File Folders, Post-It Notes, Clips, Bands 187.51
24	<b>Total 10 - Elected Office</b>					<b>2,512.97</b>
25	<b>City Administration</b>					
26	20	5530	Employee Assistance Program	4651 Perspectives	85177	Employee Assistance Program 11/01-11/30/2016 542.50
27	20	6000	Professional Services	5532 Digital Take LTD	2862	Photography @ City Hall of Mayor, Aldermen, & Directors 03/07/16 750.00

# City of Des Plaines

## Warrant Register 11/21/2016

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
28	20	6000	Professional Services	2031 Rebel's Trophies Inc	75785	14 10x3 Bright Silver Holders with Customized Name Plates	308.00
29	20	6005	Legal Fees	3447 Holland & Knight LLP	5411896	9-16 Reimb Building Demo	1,053.00
30	20	6005	Legal Fees	3447 Holland & Knight LLP	SEPT 2016 RET	September 2016 Retainer	18,500.00
31	20	6005	Legal Fees	3447 Holland & Knight LLP	5411875	9-16 Non-Retainer IEMA & FEMA Review FEMA 4116	6,522.00
32	20	6005	Legal Fees	3447 Holland & Knight LLP	5411889	9-16 Non-Retainer Litigation*	1,345.50
33	20	6009	Legal Fees - Admin Hearings/Prosecutions	1073 Bartel, Raymond	16-20	Legal Services 10/20-10/31/2016	940.00
34	20	6015	Communication Services	1552 Verizon Wireless	9773641296	Cell Phone Service 09/14-10/13/2016	450.18
35	20	6015	Communication Services	1552 Verizon Wireless	9773641296	Cell Phone Service 09/14-10/13/2016	481.68
36	20	6015	Communication Services	1552 Verizon Wireless	9773641296	Cell Phone Service 09/14-10/13/2016	38.01
37	20	6015	Communication Services	1552 Verizon Wireless	9773641296	Cell Phone Service 09/14-10/13/2016	38.01
38	20	6015	Communication Services	1552 Verizon Wireless	9773641296	Cell Phone Service 09/14-10/13/2016	228.08
39	20	6015	Communication Services	1552 Verizon Wireless	9773641296	Cell Phone Service 09/14-10/13/2016	56.51
40	20	6015	Communication Services	1552 Verizon Wireless	9773641296	Cell Phone Service 09/14-10/13/2016	62.62
41	20	6015	Communication Services	1552 Verizon Wireless	9773641296	Cell Phone Service 09/14-10/13/2016	62.62
42	20	6108	Public Relations & Communications	1050 Journal & Topics	171356	Full Page 4-Color Fire Dept Ad for 125th Anniversary 10/19/2016	769.00
43	20	6110	Printing Services	1119 Chicago Office Technology Group Inc	IN687769	Copy Charge For City Copiers 09/22/2016 - 10/21/2016	99.01
44	20	6195	Miscellaneous Contractual Services	1060 Municipal GIS Partners Inc	3289	October 2016 Costs for Citizen Request System Study Group	275.00
45	20	6305	R&M Equipment	2933 SMS Systems Maintenance Services Inc	90051157	Server Maintenance Contract 10/01/2016 - 10/31/2016	214.00
46	20	6550	Subsidy - Senior Citizen Cab Service	6464 Park Ridge Dispatch Inc	00002319	Subsidized Taxi Vouchers Program Sept 2016 M-12-22	3,300.00
47	20	7000	Office Supplies	1220 Runco Office Supply	663484-0	2 Boxes of Copy Paper	65.98
48	20	7300	Uniforms	1538 Lands' End Business Outfitters	SIN4305883	2 Uniform Cardigans for Nurse & Social Worker	92.00
49	20	7300	Uniforms	1538 Lands' End Business Outfitters	SCR530520	Uniform Credit for Nurse & Social Workers	(86.03)
50	20	7320	Equipment < \$5,000	1552 Verizon Wireless	9773641296	Cell Phone Service 09/14-10/13/2016	714.96
51	20	7500	Postage & Parcel	1041 Federal Express	5-590-91709	Delivery Services 10/03-10/04/2016	21.39
52	20	7500	Postage & Parcel	1041 Federal Express	5-590-91709	Delivery Services 10/03-10/04/2016	17.14
53	20	8010	Furniture & Fixtures	1220 Runco Office Supply	664562-0	One Black Office Chair	149.99
54	<b>Total 20 - City Administration</b>						<b>37,011.15</b>

\* On-going City litigation items provided separately to the City Council

# City of Des Plaines

## Warrant Register 11/21/2016

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
55	<b>Finance</b>						
56	30	6000	Professional Services	1101 Capital Gains Inc	2352	Investment Mgmt Services for 4th Qtr 2016	1,850.00
57	30	6015	Communication Services	1552 Verizon Wireless	9773641296	Cell Phone Service 09/14-10/13/2016	196.30
58	30	7000	Office Supplies	1644 Warehouse Direct Inc	3251767-0	2 Dz Pens, 2 Letter Openers, 1 Pk of Data CDs, Etc.	64.52
59	30	7000	Office Supplies	1644 Warehouse Direct Inc	3242479-0	2 Cartons of Copy Paper	66.10
60	<b>Total 30 - Finance</b>						<b>2,176.92</b>

61	<b>Community Development</b>						
62	40	5310	Membership Dues	3568 Illinois Economic Development Association	2017 Dues	IEDA 2017 Organizational Membership 1/1-12/31/17	250.00
63	40	5335	Travel Expenses	5086 Pruss, Lauren	Reimb 09/29/2016	APA Annual Conf Parking Reimb 09/29-09/30/2016	27.00
64	40	5335	Travel Expenses	5086 Pruss, Lauren	Reimb 10/18/2016	ICSC Deal Making Conf Travel Reimb 10/18-10/20/2016	109.30
65	40	6000	Professional Services	3309 Elevator Inspection Services Inc	63215	Three Elevator Inspections 10/05/2016	225.00
66	40	6000	Professional Services	3309 Elevator Inspection Services Inc	63247	Elevator Plan Review 10/17/2016	40.00
67	40	6000	Professional Services	3309 Elevator Inspection Services Inc	63246	Elevator Plan Review 10/17/2016	40.00
68	40	6000	Professional Services	3309 Elevator Inspection Services Inc	63251	4 Elevator Inspections 10/06/2016	300.00
69	40	6000	Professional Services	3309 Elevator Inspection Services Inc	63230	1 Elevator Inspection and 15 Elevator Re-Inspections 10/06/2016	29.00
70	40	6000	Professional Services	3309 Elevator Inspection Services Inc	63368	2 Elevator Inspections 10/18/2016	150.00
71	40	6000	Professional Services	3309 Elevator Inspection Services Inc	63427	Elevator Plan Review 10/31/2016	40.00
72	40	6000	Professional Services	5215 CoStar Realty Information Inc	104175882	Available Commercial Property Database Nov 2016	334.40
73	40	6000	Professional Services	1398 Gremley & Biedermann	137222	Lee and Prospect Alta Survey 10/20/2016	2,950.00
74	40	6015	Communication Services	1552 Verizon Wireless	9773641296	Cell Phone Service 09/14-10/13/2016	538.97
75	40	6100	Publication of Notices	1050 Journal & Topics	171260	Planning and Zoning Board Legal Notice 10/12/2016	142.29
76	40	6100	Publication of Notices	1050 Journal & Topics	171452	Planning and Zoning Board Legal Notice 10/31/2016	150.20
77	40	6105	Records Preservation	1370 Microsystems Inc	1000075579	Scanned 4 Boxes of Permits from 2015	900.40
78	40	6110	Printing Services	5170 Nimlok Chicago	50086	ICSC Booth Graphics	1,020.00
79	40	6110	Printing Services	1106 Chromatech Printing Inc	7223/24527	200 Business Assistance & 500 Restaurant District Postcards	280.00
80	40	6110	Printing Services	1233 Press Tech Inc	39239	4K #10 Window Envelopes 10/19/2016	451.00
81	40	6195	Miscellaneous Contractual Services	3013 Clauss Brothers Inc	25026	Nuisance Abatement and Grass Cutting October 2016	3,048.90
82	40	6195	Miscellaneous Contractual Services	6315 B&F Construction Code Services Inc	45061	750-800 Northwest Highway Outside Plan Review 10/10/2016	5,172.73

# City of Des Plaines

## Warrant Register 11/21/2016

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
83	40	7000	Office Supplies	1066 Office Depot	871915025001	Electric Stapler and Card Stock Paper 10/14/2016	59.48
84	40	7000	Office Supplies	1066 Office Depot	871915092001	Two Cases of Copy Paper	60.44
85	40	7000	Office Supplies	1066 Office Depot	875208822001	Two Cases of Copy Paper and Two Packs of Label Tape	58.49
86	40	7000	Office Supplies	1066 Office Depot	875209031001	1 Dz Pens & 2 Boxes of Paper Clips	42.77
87	40	7000	Office Supplies	1066 Office Depot	875208822001	Two Cases of Copy Paper and Two Packs of Label Tape	58.49
88	40	7000	Office Supplies	1066 Office Depot	871915092001	Two Cases of Copy Paper	60.44
89	<b>Total 40 - Community Development</b>						<b>16,539.30</b>

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
90	<b>Public Works &amp; Engineering</b>						
91	50	5310	Membership Dues	1153 West Central Municipal Conference	0006368-IN	2017 Suburban Tree Consortium Dues	575.00
92	50	5310	Membership Dues	5441 International Society of Arboriculture	#50630-2017	Membership Renewal 01/01-12/31/2017-Street Foreman	175.00
93	50	5310	Membership Dues	5441 International Society of Arboriculture	#17389-2017	Membership Renewal 01/01-12/31/2017-Superintendent General Services	175.00
94	50	5325	Training	6029 Magak, Ralph	Reimb 10/14/2016	IFAMA Training & EVT Testing 10/13-10/14/2016 - Fleet Foreman	364.31
95	50	5335	Travel Expenses	3874 Serpe, Dave	Reimb 10/20/2016	Parking at Navy Pier for EDC - 10/18 & 10/20/2016	56.00
96	50	6015	Communication Services	1552 Verizon Wireless	9773641296	Cell Phone Service 09/14-10/13/2016	202.18
97	50	6015	Communication Services	1552 Verizon Wireless	9773641296	Cell Phone Service 09/14-10/13/2016	121.71
98	50	6015	Communication Services	1552 Verizon Wireless	9773641296	Cell Phone Service 09/14-10/13/2016	427.13
99	50	6015	Communication Services	1552 Verizon Wireless	9773641296	Cell Phone Service 09/14-10/13/2016	92.26
100	50	6015	Communication Services	1552 Verizon Wireless	9773641296	Cell Phone Service 09/14-10/13/2016	533.18
101	50	6040	Waste Hauling & Debris Removal	2224 Midwest Lamp Recycling Inc	27437	Light Bulb & Battery Recycling - 10/24/2016	1,034.82
102	50	6115	Licensing/Titles	5480 Ostrowski, Jason	Reimb 10/21/2016	Reimb for CDL Renewal Expires 11/11/2020	30.00
103	50	6135	Rentals - Equipment	5593 Sunbelt Rentals Inc	63504968-001	Stump Grinder Rental - 09/21-10/18/2016	3,980.88
104	50	6135	Rentals - Equipment	5593 Sunbelt Rentals Inc	63504968-003	Stump Grinder Rental - Time Reduced 09/28-10/18/2016	(1,670.36)
105	50	6135	Rentals - Uniforms	1029 Cintas #22	022379582	Fleet Mechanics Uniform Rental - 10/17/2016	117.25
106	50	6135	Rentals - Uniforms	1029 Cintas #22	022382610	Fleet Mechanics Uniform Rental - 10/24/2016	117.25
107	50	6145	Custodial Services	5343 ABC Commercial Inc	10.31.2016	Custodial Services - October 2016	4,424.70
108	50	6170	Tree Maintenance	1176 Trees "R" Us Inc	19882	Parkway Trees Trimmed 10/17-10/21/2016 R-3-16	13,256.25
109	50	6170	Tree Maintenance	1176 Trees "R" Us Inc	19873	28 Tree Removals - 09/14-10/22/2016 R-3-16	21,114.00
110	50	6175	Tree Plantings	1153 West Central Municipal Conference	0006354-IN	Replacement Trees and Planting - 10/04 & 10/17/2016 R-27-16	6,098.00

# City of Des Plaines

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Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
111	50	6195	Miscellaneous Contractual Services	5617 Coast to Coast Masonry Group Inc	A2519694	Repaired River Trail Sign @ Ballard & Rand-Hit & Run 11/02/2016	1,810.00
112	50	6195	Miscellaneous Contractual Services	2016 Signarama	37779	1000 Forestry Door Hangers	1,090.00
113	50	6195	Miscellaneous Contractual Services	2615 Four Seasons Decor Inc	5184	Decorate 32 Oakton Street Light Poles - 11/01/2016	18,368.00
114	50	6195	Miscellaneous Contractual Services	2168 Petroleum Technologies Equipment, Inc	17288	Annual UST Inspection - 5PW3 Fuel Island - 10/24/2016	516.00
115	50	6195	Miscellaneous Contractual Services	1741 Praxair Distribution Inc	74771510	Acetylene & Oxygen Tank Rental - 10/23/2016	429.61
116	50	6195	Miscellaneous Contractual Services	1060 Municipal GIS Partners Inc	3290	GIS Staffing and Services 10/01-10/31/2016	15,783.19
117	50	6195	Miscellaneous Contractual Services	1385 GIS Consortium	441	Fee to Support Shared Assets of GIS 01/01-12/31/2016	2,494.89
118	50	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	33694	Fall Planting Display - 10/12/2016	154.61
119	50	6195	Miscellaneous Contractual Services	1178 Trugreen Limited Partnership	56152083A	Vegetation Control Application - 10/19/2016	2,461.10
120	50	6195	Miscellaneous Contractual Services	1178 Trugreen Limited Partnership	56152083B	Vegetation Control - Add'l Locations - 10/19/2016	134.72
121	50	6195	Miscellaneous Contractual Services	1178 Trugreen Limited Partnership	56080397	Vegetation Control-Riverwalk Trails, Schwab & Rand Rds- 10/19/16	1,280.00
122	50	6195	Miscellaneous Contractual Services	1178 Trugreen Limited Partnership	55695829	Growth Regulator - Retention Areas - 10/12/2016	1,186.00
123	50	6195	Miscellaneous Contractual Services	1178 Trugreen Limited Partnership	56144137	Vegetation Control - City Owned Green Space 10/19/2016	525.00
124	50	6195	Miscellaneous Contractual Services	1178 Trugreen Limited Partnership	56127170	Vegetation Control Along Busse & Miner-10/19/2016	300.00
125	50	6195	Miscellaneous Contractual Services	1029 Cintas #22	022381146	Mat Rental - Metra Station & City Hall - 10/19/2016	326.66
126	50	6195	Miscellaneous Contractual Services	1029 Cintas #22	022384175	Mat Rental - City Hall - 10/26/2016	211.23
127	50	6195	Miscellaneous Contractual Services	1019 Anderson Pest Solutions	4040776	Pest Control @ Public Works - November 2016	56.50
128	50	6300	R&M Software	6055 Axiom Human Resource Solutions Inc	107	Kronos User Fees - September 2016	187.00
129	50	6310	R&M Vehicles	1739 Morton Grove Automotive Inc	56661	Siren Motor - Fire 7601	325.00
130	50	6315	Police	3326 A-1 Roofing Co	24220	Roof Repair at Police Station - 10/25/2016	2,491.00
131	50	6315	Fire Station #61	1277 Overhead Door Solutions Inc	10865	Overhead Door Repair - Fire Station 61 - 10/06/2016	995.00
132	50	6315	Other	1025 Bedco Inc	093711	Preventative Maintenance - Gun Range - 10/17/2016	365.80
133	50	6315	Other	1025 Bedco Inc	093712	Replaced Motor on Remote Terminal Unit - PW Imp 10/17/2016	341.20
134	50	6315	Other	1025 Bedco Inc	093723	Service Call - Gun Range - 10/24/2016	1,324.80
135	50	6315	Other	1025 Bedco Inc	093719	Food Pantry Service Call - 10/18/2016	391.30

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Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
136	50	6325	R&M Street Lights	1044 H&H Electric Co	26985	Inspection of New Street Lights at Oakton & River Road-10/13/2016	360.00
137	50	7000	Office Supplies	1066 Office Depot	873416552001	Coffee Maker, Tape, Dishsoap & Index Labels	39.55
138	50	7000	Office Supplies	1066 Office Depot	873426479001	Filing Labels	14.76
139	50	7000	Office Supplies	1066 Office Depot	874903178001	Batteries, Highlighters, Wastebaskets & Correction Tapes	46.67
140	50	7025	Supplies - Custodial	1029 Cintas #22	022381147	Soap, Degreaser, Paper Towels & Toilet Paper	183.16
141	50	7025	Supplies - Custodial	1029 Cintas #22	022384177	Soap, Degreaser, Hand Towels & Toilet Paper	117.75
142	50	7025	Supplies - Custodial	5699 March Industries Inc	167468	Pine Sol, Disinfect Wipes, Mop Heads & Fabuloso	220.47
143	50	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	84954	8 Leaf Rakes - PW	119.76
144	50	7030	Supplies - Tools & Hardware	1677 Wholesale Direct Inc	000223836	Flashlight	172.19
145	50	7035	Supplies - Equipment R&M	1057 Menard Incorporated	84899	2 HEPA Filters - PW Air Cleaner	94.98
146	50	7040	Supplies - Vehicle R&M	1677 Wholesale Direct Inc	000223716	2 Halogen Bulbs - Police	16.02
147	50	7040	Supplies - Vehicle R&M	1677 Wholesale Direct Inc	000223798	Chain For Plows - Stock	280.10
148	50	7040	Supplies - Vehicle R&M	1823 Certified Laboratories	2495283	24 Cans Aerosol Lubricants - Fire Stock	332.27
149	50	7040	Supplies - Vehicle R&M	5731 Advance Auto Parts	6027630028031	Ball Joint - Fire 7402	36.51
150	50	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1044171	Automatic Transmission Fluid - Police Stock	55.08
151	50	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1044236	Oil Bath Seal - PW 8006	47.29
152	50	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1044362	Drain Plugs - Fire 7402	4.58
153	50	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1044473	1-1/4 Valve - Fire 7402	44.50
154	50	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1044557	5 Drain Plugs - Police Stock	22.90
155	50	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1044670	6 Electrical Connectors - Fire 7503	20.58
156	50	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1044987	Exhaust Gasket, Springs, Bolts, Muffler, Etc - Fire 7405	208.01
157	50	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1042466	Transmission Fluid - Police Stock	55.08
158	50	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1042935	Returned 2 Axle Flange Gaskets - PW 9034	(8.78)
159	50	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1043386	12 Qts Engine Oil - Police Stock	75.48
160	50	7040	Supplies - Vehicle R&M	6244 Valvoline LLC	131737040	1 55-Gal Drum Engine Oil - Police - Stock	791.75
161	50	7040	Supplies - Vehicle R&M	1018 Anderson Lock Company LTD	0925076	2 Keys - Police Generator	7.60

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Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
162	50	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	5205690	Drill Bit, Lubricant, Nuts, Washers & Grease Fittings- Stock	229.36
163	50	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	5211881	4 Steel Caps & Plugs - Stock	146.20
164	50	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	5223622	Steel Caps, Grease, Lock Nuts & Bolts - Stock	220.14
165	50	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	1263010184	2 Tail Lights - PW 5075	76.76
166	50	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	1262860188	Lock Nuts, Switch-PW 5032 & Brake Controller-PW5055	170.38
167	50	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	410420026	4 Tire - Fire 7402	408.08
168	50	7040	Supplies - Vehicle R&M	1154 West Side Tractor Sales	W49008	ACS Pin Lock, Set Screw & Window Latch-PW 5027	459.15
169	50	7040	Supplies - Vehicle R&M	1154 West Side Tractor Sales	W49195	ACS Cylinder - PW 5027	675.08
170	50	7040	Supplies - Vehicle R&M	1088 Atlas Bobcat LLC	BC9459	10 Planer Bits - PW 5B20	85.00
171	50	7040	Supplies - Vehicle R&M	1088 Atlas Bobcat LLC	BC9385	Bits for the Planner - PW 5B20	170.00
172	50	7040	Supplies - Vehicle R&M	1202 Standard Equipment Co	C15479	Returned Throttle Control - PW 5042	(64.10)
173	50	7040	Supplies - Vehicle R&M	1202 Standard Equipment Co	C16798	Returned Curtain Set from Stock	(215.59)
174	50	7040	Supplies - Vehicle R&M	1575 Pirtek O'Hare	S2362395.001	Hydraulic Fittings - Fire 7802	79.56
175	50	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	406745P	Wheel Hub & Nut - Police 6026	138.63
176	50	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	407027P	Window Switch - Police 6055	81.33
177	50	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	407297P	Brake Kits, Rotors and Pads - Police 6001	333.30
178	50	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	407548P	Seat Belt Assembly - CED 2013	164.98
179	50	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	796069	Heater Resistor - Fire 7402	34.17
180	50	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	796503	4 ABS Sensor Kits - Fire 7402	129.72
181	50	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	797756	12 Oil, 1 Fuel & 2 Air Filters - Fire 7401	84.14
182	50	7040	Supplies - Vehicle R&M	1677 Wholesale Direct Inc	000223696	Chain for Plows, Electrical Connectors for Trailers	208.45
183	50	7040	Supplies - Vehicle R&M	1550 Addison Building Material Co	841733	4 3/8" Clevis Slip Hooks w/Latch - PW 5029 & 5032	41.72
184	50	7040	Supplies - Vehicle R&M	1526 Global Emergency Products Inc	AG52427	Fuel Sender & Rocker Switch - Fire 7603	104.02
185	50	7040	Supplies - Vehicle R&M	1526 Global Emergency Products Inc	AG52418	12-Volt Motor, Handwheel & Label - Fire 7602	1,241.65
186	50	7040	Supplies - Vehicle R&M	1526 Global Emergency Products Inc	AG52609	Adjustable Shocks - Fire 7802	1,205.39
187	50	7040	Supplies - Vehicle R&M	1526 Global Emergency Products Inc	AG52781	2 Coolant Hoses - Fire 7802	203.36
188	50	7040	Supplies - Vehicle R&M	1526 Global Emergency Products Inc	AG52619	Computer Display - Fire 7801	2,205.96

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Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
189	50	7040	Supplies - Vehicle R&M	1526 Global Emergency Products Inc	AG51876	Returned 8 Outrigger Pads - Fire 7801&7802	(2,475.84)
190	50	7040	Supplies - Vehicle R&M	1202 Standard Equipment Co	C17489	Chain - PW 5085	66.76
191	50	7045	City Hall	1057 Menard Incorporated	83428	2 Light Bulbs - City Hall	29.98
192	50	7045	City Hall	1057 Menard Incorporated	84830	96" Vinyl Divider, Trowel & Tile Adhesive - City Hall Lunchroom	156.28
193	50	7045	City Hall	1057 Menard Incorporated	84847	Wall Baseboard, Adhesive & Caulk Gun - City Hall Lunchroom	125.49
194	50	7045	City Hall	1057 Menard Incorporated	84884	Recess Bits, Screw Guide & Screw Anchors-City Hall Lunchroom	26.36
195	50	7045	City Hall	1057 Menard Incorporated	84891	6 Spin Traps for Mice - Finance Dept	13.47
196	50	7045	City Hall	1018 Anderson Lock Company LTD	0925308	4 Keys for City Hall, Sixth Floor, Law Offices-10/28/2016	90.80
197	50	7045	Public Works	1043 WW Grainger Inc	9211220273	Spring Hinges for PW Improvements - 08/30/2016	94.14
198	50	7045	Public Works	1057 Menard Incorporated	84527	6 Paint Rollers - Stock	33.41
199	50	7045	Public Works	1057 Menard Incorporated	84565	8 Drill Bits, Toggle Bolts & 2 Pkgs Stainless Steel Screws	35.00
200	50	7045	Public Works	1057 Menard Incorporated	84581	Pine Baseboard - PW Improvements	5.89
201	50	7045	Public Works	1057 Menard Incorporated	84874	170 Concrete Blocks & Flat Washers - PW Improvement	169.29
202	50	7045	Public Works	1047 Home Depot Credit Svcs	5022448	Sleeve Anchors, Washers & Clamps-PW Improvements	133.30
203	50	7045	Public Works	1208 Steiner Electric Company	S005522892.001	24 Category 6 Quick Connectors - PW Improvements	194.16
204	50	7045	Public Works	2313 City Electric Supply Company (CES)	DEP/034072	24 Wallplates & 30 Quick Connects - PW Improvements	310.82
205	50	7045	Public Works	2313 City Electric Supply Company (CES)	DEP/034121	24 Light Fixtures - PW Improvements	1,860.88
206	50	7045	Police	1187 Scharm Floor Covering	13216	Carpet @ Police Evidence Room	1,181.75
207	50	7045	Fire Station #61	1057 Menard Incorporated	84481	Light Bulb - Fire Station 61	44.98
208	50	7045	Fire Station #61	1047 Home Depot Credit Svcs	7592448	Screwdriver Set & Hardware - Fire Station 61	50.82
209	50	7045	Fire Station #61	2313 City Electric Supply Company (CES)	DEP/034260	Wallmounts, Connectors & Couplings - Fire Station 61	247.10
210	50	7045	Fire Station #61	2313 City Electric Supply Company (CES)	DEP/034208	3" Wallmount LED Wall Pack - Fire 61	189.31
211	50	7045	Fire Station #61	2028 Northwest Electrical Supply	17297494	10 Die Cast Aluminum Receptacle Covers-Fire 61	169.09
212	50	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	S1-10023787-01	2 Yards of Mulch & 8 Plantings	256.50
213	50	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10181115	2 Cu Yds Mulch - Simone & Jon Ln	79.80
214	50	7050	Supplies - Streetscape	1516 Arthur Clesen Inc	319094	2 Bags Grass Seed - Parkway Restorations	251.00

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Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
215	50	7055	Supplies - Street R&M	1086 Arrow Road Construction	61264MB	5.38 Tons Asphalt - Potholes & Mainbreak Repairs 10/17/2016	138.16
216	50	7055	Supplies - Street R&M	1086 Arrow Road Construction	61222MB	22.12 Tons Asphalt - Mainbreak Restorations - 10/14/2016	568.03
217	50	7055	Supplies - Street R&M	1086 Arrow Road Construction	61432MB	4.15 Tons Asphalt - Mainbreak Repairs - 10/25/2016	106.57
218	50	7055	Supplies - Street R&M	1086 Arrow Road Construction	61466MB	6.82 Tons Asphalt - Filled Trench Cuts in PW Yard - 10/27/2016	175.13
219	50	7055	Supplies - Street R&M	1086 Arrow Road Construction	61388MB	41.89 Tons Asphalt-Alley Behind Fire 62 & 2 Water Jobs- 10/21/16	1,075.71
220	50	7055	Street Light Supplies	1043 WW Grainger Inc	9255808785	6 Street Light Bulbs	310.26
221	50	7120	Gasoline	1417 Petroleum Traders Corp	1063166	6000 Gals Unleaded Fuel - 10/18/2016	7,922.12
222	50	7130	Diesel	1417 Petroleum Traders Corp	1063169	2000 Gals Bio Diesel - 10/18/2016	3,266.67
223	50	7200	Other Supplies	1066 Office Depot	874903178001	Batteries, Highlighters, Wastebaskets & Correction Tapes	14.55
224	50	7200	Other Supplies	1066 Office Depot	873416552001	Coffee Maker, Tape, Dishsoap & Index Labels	38.78
225	50	8010	Furniture & Fixtures	1941 Global Equipment Company	110154159	Flammable Cabinet with Shelf for PW	680.21
226	50	8010	Furniture & Fixtures	1066 Office Depot	872971937001	Office Chair for PW Utility Superintendent	163.90
227	50	8010	Furniture & Fixtures	1066 Office Depot	872667266002	Office Chair for Secretary	264.30
228	50	8100	Improvements	2313 City Electric Supply Company (CES)	DEP/034227	Eight 4' Light Fixtures - PW New Garage	1,097.60
229	<b>Total 50 - Public Works &amp; Engineering</b>						<b>135,910.80</b>

230	<b>Police Department</b>						
231	60	5325	Training	1261 Northeast Multiregional Training	211488	Criminal Code Departmental In-Service Oct 13, 2016	597.00
232	60	5325	Training	1261 Northeast Multiregional Training	211489	Use of Force Department In-Service Oct 13, 2016	514.00
233	60	5325	Training	1182 Safety Tech & Rescue Training Group	S016-10-175	Gas Masks, AED, CPR Training, Departmental In-Service 10/12/2016	980.00
234	60	5325	Training	1261 Northeast Multiregional Training	212212	Close Quarter Handgun 1- (1 Ofcr) 10/05-06/16	300.00
235	60	5325	Training	1801 Petty Cash	Police 10/27/16	Replenish Petty Cash 04/05-09/27/2016	63.48
236	60	5325	Training	1261 Northeast Multiregional Training	211661	40 Hr Basic Homicide and Death Inv (2 Det) Sept 13-23, 2016	400.00
237	60	5325	Training	1261 Northeast Multiregional Training	212147	Domestic Violence -Related Homicide Inv (1 Det) 09/26-09/27/2016	150.00
238	60	6015	Communication Services	1552 Verizon Wireless	9773641296	Cell Phone Service 09/14-10/13/2016	257.90

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Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
239	60	6015	Communication Services	1552 Verizon Wireless	9773641296	Cell Phone Service 09/14-10/13/2016	552.91
240	60	6015	Communication Services	1552 Verizon Wireless	9773641296	Cell Phone Service 09/14-10/13/2016	1,346.86
241	60	6015	Communication Services	1552 Verizon Wireless	9773641296	Cell Phone Service 09/14-10/13/2016	1,574.83
242	60	6110	Printing Services	1233 Press Tech Inc	39240	1 Box of Business Cards	20.00
243	60	6185	Animal Control	4125 Golf Rose Boarding & Grooming	12899	Stray Animals October 2016 (5)	408.80
244	60	6195	Miscellaneous Contractual Services	1465 McCloud Services	11355834	Pest Control at PD 10/28/2016	127.85
245	60	6195	Miscellaneous Contractual Services	1517 Trans Union LLC	10656412	Investigations Database 9/26-10/25/2016	214.27
246	60	7000	Office Supplies	1389 Garvey's Office Products Inc	PINV1235544	2 Dz Ruled Note Pads, 1 Box #10 Envelopes	35.53
247	60	7000	Office Supplies	1389 Garvey's Office Products Inc	PINV1236433	6 Cases Copy Paper, 1 Box Shipping Labels, 1 Staple Remover	355.14
248	60	7000	Office Supplies	1389 Garvey's Office Products Inc	PINV1232482	1 Pk Post It Notes, 1 Bottle Ink Refill, 1 Dz Binder Clips	13.72
249	60	7000	Office Supplies	1389 Garvey's Office Products Inc	PINV1238181	1 Monthly Planner Book	15.53
250	60	7000	Office Supplies	1389 Garvey's Office Products Inc	PINV1238009	1 Chairmat	89.99
251	60	7015	Supplies - Police Range	1801 Petty Cash	Police 10/27/16	Replenish Petty Cash 04/05-09/27/2016	3.99
252	60	7015	Supplies - Police Range	3257 Taser International	SI1451723	Taser Cartridges, 50 for X-26, 50 for X2	2,702.46
253	60	7120	Gasoline	1801 Petty Cash	Police 10/27/16	Replenish Petty Cash 04/05-09/27/2016	43.37
254	60	7120	Gasoline	1801 Petty Cash	Police 10/27/16	Replenish Petty Cash 04/05-09/27/2016	35.24
255	60	7200	Other Supplies	1801 Petty Cash	Police 10/27/16	Replenish Petty Cash 04/05-09/27/2016	9.98
256	60	7200	Other Supplies	1801 Petty Cash	Police 10/27/16	Replenish Petty Cash 04/05-09/27/2016	30.03
257	60	7200	Other Supplies	1121 Chief Supply Corp	293098	57 Prisoner Jump Suits (M,L,XL)	309.92
258	60	7300	Uniforms	1117 Chicago Badge & Insignia Co	14483	Retirement Badge and Case (Ofcr)	139.19
259	60	7300	Uniforms	1117 Chicago Badge & Insignia Co	14487	Retirement Badge for Plaque (Ofcr)	90.57
260	60	7300	Uniforms	1117 Chicago Badge & Insignia Co	14475	Hat Shields for 5 New Officers	248.00
261	60	7320	Equipment < \$5,000	1076 Sam's Club Direct	8397	Microwave for Prisoner Meals (Booking Room)	79.98
262	60	7320	Equipment < \$5,000	1552 Verizon Wireless	9773641296	Cell Phone Service 09/14-10/13/2016	237.48
263	60	7525	Meals	1076 Sam's Club Direct	7267	12 Cases Hot Pockets 10/21/2016 (Prisoner Meals)	149.76
264	<b>Total 60 - Police Department</b>						<b>12,097.78</b>
265	<b>Emergency Management Agency</b>						
266	65	5325	Training	3429 Carroll, Beverly S	Reimb 9/6-9/8/16	Reimb for Mandated IEMA Training 09/06-09/08/2016-EMA Div Coordinator	238.61
267	65	6015	Communication Services	1552 Verizon Wireless	9773641296	Cell Phone Service 09/14-10/13/2016	346.82

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Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
268	65	6195	Miscellaneous Contractual Services	3429 Carroll, Beverly S	CCDC 16-3	Citizen Corps Contractual Services July 1-Sept 30, 2016	625.00
269	65	6195	Miscellaneous Contractual Services	3429 Carroll, Beverly S	EMDC 16-3	Emergency Mgmt Div Contractual Services July 1-Sept 30, 2016	625.00
270	65	7300	Uniforms	1489 JG Uniforms Inc	8060	2 Pair of Pants & 1 Belt For Volunteers	126.65
271	65	7550	Miscellaneous Expenses	1076 Sam's Club Direct	3727	Candies For Pumpkin Patrol Oct. 31, 2016	103.84
272	<b>Total 65 - Emergency Management Agency</b>						<b>2,065.92</b>

273	<b>Fire Department</b>						
274	70	5325	Training	1551 IL Fire Inspectors Assoc	18274	Public Fire & Safety Educator I Class-1 P/T Insp 11/16-11/21/16	350.00
275	70	5330	In-Service Training	1267 Northwest Community Hospital	Sept 16, 2016	City's Cost-CARS & PBPI Chairmen to Image Trend Conf July 2016	46.00
276	70	6000	Professional Services	5875 North Shore Sign Company Inc	116486	Furnish & Install Vinyl Logos on All 3 Fire Station Signs	350.00
277	70	6015	Communication Services	1552 Verizon Wireless	9773641296	Cell Phone Service 09/14-10/13/2016	811.06
278	70	6015	Communication Services	1552 Verizon Wireless	9773641296	Cell Phone Service 09/14-10/13/2016	180.13
279	70	6015	Communication Services	1552 Verizon Wireless	9773641296	Cell Phone Service 09/14-10/13/2016	270.48
280	70	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8121021512	On-Site Shredding Service 09/30 & 10/28/2016	107.82
281	70	6305	R&M Equipment	3570 AEC Fire Safety & Security Inc	118586	Repairs to Holmatro Tools 10/26/2016	1,913.00
282	70	7025	Supplies - Custodial	1304 HP Products	12834660	Towels, Can Liners, Disinfectant, Bowl Cleaner, Tissue, Soap	2,490.60
283	70	7035	Supplies - Equipment R&M	1080 Air One Equipment Inc	116842	4 Chrome Plugs w/Chain	269.88
284	70	7035	Supplies - Equipment R&M	1066 Office Depot	874251067001	2 Pks of Post-Its & 4 Rolls of Labeling Tapes	78.53
285	70	7035	Supplies - Equipment R&M	1066 Office Depot	874605491001	9 Packs of C Batteries for Meters	107.91
286	70	7035	Supplies - Equipment R&M	1003 AFC International Inc	48015	20 Straps for SCBA Parts	972.80
287	70	7035	Supplies - Equipment R&M	3570 AEC Fire Safety & Security Inc	118527	2 Coupler Female Cores	280.00
288	70	7035	Supplies - Equipment R&M	3570 AEC Fire Safety & Security Inc	118602	1 Socket Coupler Female Core	28.05
289	70	7035	Supplies - Equipment R&M	6224 Bumper to Bumper	408-1043744	6 Mini Lamps & 1 Gage	18.03
290	70	7035	Supplies - Equipment R&M	6224 Bumper to Bumper	408-1045072	Extended Reach Inflator for Sta 61 Rig Maint	109.49
291	70	7200	Other Supplies	5799 Hayden & Company	12647	51 5-Gallon Pails Class A FF Foam Concentrate	5,312.25
292	70	7200	Other Supplies	1148 WS Darley & Co	17261898	6 Pro Bars	1,282.23
293	70	7200	Other Supplies	1513 Owl Hardwood Lumber & Plywood	D-332881	Boards for Retirement Axes	639.50
294	70	7300	Uniforms	1080 Air One Equipment Inc	117029	1 Helmet Shield	233.45
295	70	7320	Equipment < \$5,000	1552 Verizon Wireless	9773641296	Cell Phone Service 09/14-10/13/2016	237.48

# City of Des Plaines

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Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount
296	<b>Total 70 - Fire Department</b>					<b>16,088.69</b>

Fire & Police Commission							
298	75	5340	Pre-Employment Exams	1015 Alexian Brothers Corporate Health Svcs	609775	Pre-Employment Medical Test for 1 FD Candidate 09/15/2016	84.00
299	75	5340	Pre-Employment Exams	1015 Alexian Brothers Corporate Health Svcs	610437	Pre-Employment Medical Test for 1 FD Candidate 09/15/2016	829.00
300	75	5340	Pre-Employment Exams	1015 Alexian Brothers Corporate Health Svcs	610809	Pre-Employment Medical Test for 1 FD Candidate 09/14/2016	913.00
301	75	5340	Pre-Employment Exams	5372 COPS & FIRE Personnel Testing Service	103852	Pre-Employment Psych Testing for 1 FD Candidate 09/23/2016	450.00
302	75	5340	Pre-Employment Exams	4946 Central Polygraph Service LTD	21656	PD Pre-Employment Polygraph Test for 8 Candidates 10/13-10/14/16	1,680.00
303	75	5340	Pre-Employment Exams	4946 Central Polygraph Service LTD	21657	PD Pre-Employment Polygraph Test for 9 Candidates 10/17-10/19/16	1,890.00
304	75	5340	Pre-Employment Exams	4946 Central Polygraph Service LTD	21658	PD Pre-Employment Polygraph Test for 4 Candidates 10/20/2016	840.00
305	75	5340	Pre-Employment Exams	4946 Central Polygraph Service LTD	21663	PD Pre-Employment Polygraph Test for 6 Candidates 10/31-11/01/16	1,260.00
306	75	7320	Equipment < \$5,000	1080 Air One Equipment Inc	117100	2- 2.5" X 50' Hose Damaged During Agility Test	550.00
307	<b>Total 75 - Fire &amp; Police Commission</b>						<b>8,496.00</b>

Overhead							
309	90	6030	AMB Fee Processing Services	3640 Andres Medical Billing Ltd	139047	Collection Services for Oct 2016	7,417.08
310	90	6195	Miscellaneous Contractual Services	5675 Azavar Audit Solutions	12474	Utility Tax Audit for Oct 2016 (Nicor 46/60)	495.35
311	<b>Total 90 - Overhead</b>						<b>7,912.43</b>

312	<b>Total 100 - General Fund</b>						<b>242,721.16</b>
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Fund: 201 - TIF #1 Downtown Fund							
314	00	6000	Professional Services	4210 Lakota Group, The	14032-02-01	Professional Services - Lee St Streetscape 06/01-08/12/2016	17,955.20
315	00	6005	Legal Fees	3447 Holland & Knight LLP	5411884	9-16 Non-Retainer Property Enforcement Matters	2,397.00
316	00	6145	Custodial Services	5343 ABC Commercial Inc	10.31.2016	Custodial Services - October 2016	720.30
317	00	6150	City Maintenance	5399 Beary Landscape Management	33694	Fall Planting Display - 10/12/2016	77.29
318	00	6195	Miscellaneous Contractual Services	1178 Trugreen Limited Partnership	56152083A	Vegetation Control Application - 10/19/2016	543.91
319	00	6195	Miscellaneous Contractual Services	1178 Trugreen Limited Partnership	56279839	Vegetation Control in TIF #1 - 10/21/2016	977.43

# City of Des Plaines

## Warrant Register 11/21/2016

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320	00	6195	Miscellaneous Contractual Services	1178 Trugreen Limited Partnership	55673220	Turf Fertilizer - TIF 1 - 10/12/2016	199.95
321	00	6195	Miscellaneous Contractual Services	1178 Trugreen Limited Partnership	55873472	Tree/Shrub Fertilizing - TIF 1 - 10/15/2016	750.00
322	00	6195	Miscellaneous Contractual Services	1029 Cintas #22	022381146	Mat Rental - Metra Station & City Hall - 10/19/2016	67.56
323	00	6195	Miscellaneous Contractual Services	1029 Cintas #22	022384176	Mat Rental - Metra Station - 10/26/2016	58.13
324	00	6315	R&M Buildings & Structures	4923 J Gill & Company	1908	2016 Parking Structure Maint Repairs - 09/06-10/16/2016 R-84-16	101,246.10
325	00	6325	R&M Street Lights	1044 H&H Electric Co	26984	Locate Street Light on Lee Street (Ellinwood-Prairie) 10/12/2016	773.70
326	00	7050	Supplies - Streetscape	1527 Sherwin Williams	6748-3	5 Gal Mixer, Roller, Tray & 1 Gal Blue Traffic Paint - Miner St	49.90
327	00	7050	Supplies - Streetscape	2438 Flag Lady Corp The	26028	2 Winch Handles - Flag Poles at Library Plaza	266.67
328	00	7050	Supplies - Streetscape	2313 City Electric Supply Company (CES)	DEP/034086	4 Halogen Swivels for Sign at River & Miner	47.40
329	00	7050	Supplies - Streetscape	2313 City Electric Supply Company (CES)	DEP/033764	4 Flag Lights - Library Plaza	228.64
330	<b>Total 00 - Non Departmental</b>						<b>126,359.18</b>

331	<b>Total 201 - TIF #1 Downtown Fund</b>						<b>126,359.18</b>
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Fund: 206 - TIF #6 Mannheim/Higgins Fund							
332							
333	00	8375	Bank/Trust/Agency Fees	1718 Amalgamated Bank of Chicago	1853486004-2016	Bank Agency Fees Bond Series 2009A 11/01/2016-10/31/2017	350.00
334	<b>Total 00 - Non Departmental</b>						<b>350.00</b>

335	<b>Total 206 - TIF #6 Mannheim/Higgins Fund</b>						<b>350.00</b>
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Fund: 207 - TIF #7 Mannheim/Higgins South							
336							
337	00	6005	Legal Fees	3447 Holland & Knight LLP	5411883	9-16 Non-Retainer TIF #7 Matters	5,820.00
338	<b>Total 00 - Non Departmental</b>						<b>5,820.00</b>

339	<b>Total 207 - TIF #7 Mannheim/Higgins South</b>						<b>5,820.00</b>
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Fund: 230 - Motor Fuel Tax Fund							
340							
341	00	6155	Sidewalk Improvements	1402 DiNatale Construction Inc	2016-0-P6	R-74-16 2016 CIP Concrete Improvements 09/29-10/21/2016	61,009.46
342	00	6330	R&M Traffic Signals	2032 Mount Prospect, Village of	2016-00550003	Wolf & Feehanville Traffic Signal Maintenance - 04/16-06/16/2016	115.73
343	00	7035	Supplies - Equipment R&M	2289 Global Traffic Technologies LLC	41964	Opticom Part- 454 Discriminator 4 Channel	412.50
344	00	7140	Electricity	1033 ComEd	2943015087-10/16	Electricity Service 09/20-10/19/2016	18,227.26

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Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
345	00	8100	Improvements	1402 DiNatale Construction Inc	2016-0-P6	R-74-16 2016 CIP Concrete Improvements 09/29-10/21/2016	19,900.75
346	<b>Total 00 - Non Departmental</b>						<b>99,665.70</b>
347	<b>Total 230 - Motor Fuel Tax Fund</b>						<b>99,665.70</b>
348	<b>Fund: 250 - Grant Projects Fund</b>						
349	00	6000	Professional Services	5778 Elite Appraisal Center LLC	0027998	Appraisal 1964 Big Bend for FEMA Buyout - 10/24/2016	300.00
350	00	6000	Professional Services	1163 URS Corp	37824585	R-180-14 Construction Engr-River Rd Recon Ph 2 08/27-09/30/2016	77,368.68
351	<b>Total 00 - Non Departmental</b>						<b>77,668.68</b>
352	<b>Total 250 - Grant Projects Fund</b>						<b>77,668.68</b>
353	<b>Fund: 260 - Asset Seizure Fund</b>						
354	00	6195	Miscellaneous Contractual Services	6150 Partners & Paws Veterinary Services LLC	39903	Police Canine Medication & Boarding Sept 24-27, 2016	214.58
355	00	7300	Uniforms	1489 JG Uniforms Inc	43480	1 Ballistic Vest Cover (Ofcr)	150.00
356	00	7300	Uniforms	1489 JG Uniforms Inc	43476	1 Ballistic Vest Cover (Ofcr)	138.00
357	<b>Total 00 - Non Departmental</b>						<b>502.58</b>
358	N/A	2484	Seized/Pending Forfeit	1320 IL State Police	16-18756	Forfeiture Award	517.00
359	<b>Total N/A</b>						<b>517.00</b>
360	<b>Total 260 - Asset Seizure Fund</b>						<b>1,019.58</b>
361	<b>Fund: 280 - Emergency Telephone System Fund</b>						
362	00	6005	Legal Fees	3447 Holland & Knight LLP	5411888	9-16 Non-Retainer ETSB Restructuring	1,404.00
363	<b>Total 00 - Non Departmental</b>						<b>1,404.00</b>
364	60	6305	R&M Equipment	2933 SMS Systems Maintenance Services Inc	90051064	Computer Hardware Maintenance-911 Backup Center October 2016	200.00
365	<b>Total 60 - Police Department</b>						<b>200.00</b>
366	<b>Total 280 - Emergency Telephone System Fund</b>						<b>1,604.00</b>
367	<b>Fund: 400 - Capital Projects Fund</b>						
368	00	6000	Professional Services	1394 Gewalt Hamilton Associates Inc	4684.007-6	Engr Services-Mt. Prospect Rd Pedestrian Median 08/22-09/18/2016	1,180.00
369	00	6000	Professional Services	5659 V3 Companies of Illinois Ltd	916323	Consultant-S-Curve Ped/Bike Feasibility Study 08/28-09/24/2016 R-55-16	25,344.99
370	00	6015	Communication Services	1552 Verizon Wireless	9773641296	Cell Phone Service 09/14-10/13/2016	225.87

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Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
371	00	6155	Sidewalk Improvements	1402 DiNatale Construction Inc	2016-0-P6	R-74-16 2016 CIP Concrete Improvements 09/29-10/21/2016	7,278.98
372	00	7065	Supplies - Capital Maintenance	1086 Arrow Road Construction	61264MB	5.38 Tons Asphalt - Potholes & Mainbreak Repairs 10/17/2016	96.68
373	00	7065	Supplies - Capital Maintenance	1086 Arrow Road Construction	61388MB	41.89 Tons Asphalt-Alley Behind Fire 62 & 2 Water Jobs-10/21/16	752.79
374	00	7065	Supplies - Capital Maintenance	1086 Arrow Road Construction	61466MB	6.82 Tons Asphalt - Filled Trench Cuts in PW Yard - 10/27/2016	122.56
375	00	7065	Supplies - Capital Maintenance	1086 Arrow Road Construction	61432MB	4.15 Tons Asphalt - Mainbreak Repairs - 10/25/2016	74.58
376	00	7065	Supplies - Capital Maintenance	1086 Arrow Road Construction	61222MB	22.12 Tons Asphalt - Mainbreak Restorations - 10/14/2016	397.51
377	00	8100	Improvements	1067 Orange Crush	2016-B-P6	R-79-16 2016 CIP Street & Utility Contract B 09/29-11/02/2016	935,461.73
378	00	8100	Improvements	1067 Orange Crush	2016-A-P6	R-73-16-2016 CIP Street & Utility Cont A 09/16-10/24/2016	327,048.15
379	00	8100	Improvements	1402 DiNatale Construction Inc	2016-0-P6	R-74-16 2016 CIP Concrete Improvements 09/29-10/21/2016	16,200.70
380	00	8100	Improvements	1328 John Neri Construction Company Inc	2015-B-P6	R-52-16 - 2015 CIP Algonquin Rd Sewer 09/23-10/21/2016	192,806.38
381	00	8375	Bank/Trust/Agency Fees	1718 Amalgamated Bank of Chicago	1853487003-2016	Bank Agency Fees Bond Series 2009B 11/01/2016-10/31/2017	350.00
382	<b>Total 00 - Non Departmental</b>						<b>1,507,340.92</b>
383	<b>Total 400 - Capital Projects Fund</b>						<b>1,507,340.92</b>
384	<b>Fund: 420 - IT Replacement Fund</b>						
385	00	8005	Computer Hardware	1035 Dell Marketing LP	XK2387JK7	7 Rugged Laptops & 7 Docks for Fire Dept	11,708.13
386	<b>Total 00 - Non Departmental</b>						<b>11,708.13</b>
387	<b>Total 420 - IT Replacement Fund</b>						<b>11,708.13</b>
388	<b>Fund: 500 - Water/Sewer Fund</b>						
389	00	4601	New Construction - Sale of Water	6471 Winters Landscape - Christen	Refund 10/04/16	Hydrant Meter Refund 10/04/2016	(254.52)
390	00	6000	Professional Services	1356 MWH Americas Inc	1724157	Task Order #11 SCADA Support - 08/06-09/02/2016	6,935.00
391	00	6000	Professional Services	1356 MWH Americas Inc	1714927	Task Order 10-Levee 50 SCADA Upgrades-May 2016	2,024.40
392	00	6015	Communication Services	1552 Verizon Wireless	9773641296	Cell Phone Service 09/14-10/13/2016	100.63
393	00	6015	Communication Services	1552 Verizon Wireless	9773641296	Cell Phone Service 09/14-10/13/2016	810.01

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394	00	6015	Communication Services	1552 Verizon Wireless	9773641296	Cell Phone Service 09/14-10/13/2016	402.23
395	00	6110	Printing Services	1233 Press Tech Inc	39238	2K Envelopes for Sewer Smoke Testing Mailing 10/19/2016	340.00
396	00	6115	Licensing/Titles	3448 Graczyk, Michael	Reimb 10/062016	CDL Renewal Reimbursement - Expires 12/26/2020	30.00
397	00	6180	Water Sample Testing	1642 Suburban Laboratories, Inc	138836	Water Sample Testing - 09/06-09/27/2016	863.00
398	00	6195	Miscellaneous Contractual Services	4321 Luppino Plumbing & Sewer Co	5353	Repair Shower Valve - 10/20/2016	150.00
399	00	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	16-791	Meter Bench Testing - 10/14/2016	21.00
400	00	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	16-836	3 Bench Meter Tests - 10/26/2016	79.00
401	00	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	16-822	Bench Test - 10/24/2016	21.00
402	00	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	16-835	5 Bench Meter Tests - 10/27/2016	247.00
403	00	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	16-805	15 Bench Meter Tests - 10/19/2016	961.00
404	00	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	16-804	2 Bench Meter Tests - 10/19/2016	58.00
405	00	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	16-823	Field Meter Test - 10/25/2016	145.00
406	00	6195	Miscellaneous Contractual Services	1303 HD Supply Waterworks LTD	G358031	UMI Meter Installation - 10/28/2016	259.00
407	00	6195	Miscellaneous Contractual Services	1303 HD Supply Waterworks LTD	G353430	UMI Installed 6 Water Meters - 10/21 - 10/22/2016	7,105.00
408	00	6195	Miscellaneous Contractual Services	1303 HD Supply Waterworks LTD	G353198	UMI Installed 2 Water Meters - 10/27/2016	1,848.00
409	00	6195	Miscellaneous Contractual Services	1303 HD Supply Waterworks LTD	G352937	UMI Installed 8 Water Meters - 10/13 - 10/14/2016	1,364.00
410	00	6195	Miscellaneous Contractual Services	1303 HD Supply Waterworks LTD	G352405	UMI Installed 6 Meter & Smartpoints - 10/27/2016	2,104.00
411	00	6195	Miscellaneous Contractual Services	1303 HD Supply Waterworks LTD	G352222	UMI Installed 1 Water Meter - 10/11/2016	2,046.00
412	00	6195	Miscellaneous Contractual Services	1303 HD Supply Waterworks LTD	G351983	UMI Installed 8 Water Meters & Smartpoint - 10/27/2016	2,074.00
413	00	6195	Miscellaneous Contractual Services	1303 HD Supply Waterworks LTD	G350927	UMI Installed 7 Water Meters - 10/27/2016	3,219.00
414	00	6195	Miscellaneous Contractual Services	1303 HD Supply Waterworks LTD	G350254	UMI Installed 3 Water Meters - 10/04/2016	453.00
415	00	6195	Miscellaneous Contractual Services	1303 HD Supply Waterworks LTD	G349766	UMI Installed 2 Water Meters - 10/04/2016	304.00
416	00	6195	Miscellaneous Contractual Services	1303 HD Supply Waterworks LTD	G317964	UMI Installed 15 Water Meters - 9/22 - 9/24/2016	5,905.00
417	00	6195	Miscellaneous Contractual Services	1303 HD Supply Waterworks LTD	G317231	UMI Installed 6 Water Meters - 10/20/2016	2,530.00
418	00	6195	Miscellaneous Contractual Services	1303 HD Supply Waterworks LTD	G337860	UMI Installed 13 Water Meters - 10/25/2016	4,697.00
419	00	6195	Miscellaneous Contractual Services	1303 HD Supply Waterworks LTD	G337072	UMI Installed 9 Water Meters - 10/25/2016	3,219.00

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420	00	6195	Miscellaneous Contractual Services	1303 HD Supply Waterworks LTD	G338361	UMI Installed 9 Water Meters - 09/29 - 09/30/2016	2,408.00
421	00	6195	Miscellaneous Contractual Services	1303 HD Supply Waterworks LTD	G337444	UMI Installed 5 Water Meters - 09/26 - 09/28/2016	569.00
422	00	6310	R&M Vehicles	1088 Atlas Bobcat LLC	676463	Replace Tracks & Tensioners - PW 9026 - 10/18/2016	6,200.88
423	00	6310	R&M Vehicles	1154 West Side Tractor Sales	L76920	Repair Auxiliary Engine No Start Issue -PW 8020 - 09/27/2016	3,361.77
424	00	6335	R&M Water Distribution System	6462 Rivers Edge Condominium Homeowners Association	4052370	Replacement of Stem Bonnet & Packing Nut Assembly- 05/07/2016	3,120.00
425	00	6340	R&M Sewer System	1378 Flow-Technics Inc	INV000005451	Install Motor - Levee 50 10/20/2016	1,500.00
426	00	6340	R&M Sewer System	1391 Gatwood Crane Service Inc	364578	Crane Rental for Motor Install - Levee 50 10/20/2016	960.00
427	00	6340	R&M Sewer System	1368 Metropolitan Industries Inc	0000315443	East River Road Lift Station Pump Replacement-10/14/2016	8,929.00
428	00	6505	Subsidy - Sewer Lateral Program	1850 Gonzalez, Jorge	SLP16-029	Sewer Rebate 10/31/2016	1,050.00
429	00	6505	Subsidy - Sewer Lateral Program	6473 Singh, Karnail	SLP16-030	Sewer Rebate 10/31/2016	60.00
430	00	6505	Subsidy - Sewer Lateral Program	6473 Singh, Karnail	SLP16-031	Sewer Rebate 11/01/2016	75.00
431	00	6510	Subsidy - Flood Assistance	6180 Beauvais, Edward Patrick	FRP16-024	Flood Rebate 10/31/2016	916.17
432	00	6510	Subsidy - Flood Assistance	6460 Das, Georgy	FRP16-023	Flood Rebate 10/14/2016	1,650.00
433	00	7000	Office Supplies	1066 Office Depot	874992700001	Recycling & Waste Containers, Binders - 50%	24.21
434	00	7000	Office Supplies	1066 Office Depot	874992700001	Recycling & Waste Containers, Binders - 50%	24.21
435	00	7000	Office Supplies	1066 Office Depot	875231792001	2017 Calendars, 12 Pens & Copy Paper-Water Plant	100.58
436	00	7020	Supplies - Safety	4093 HDS White Cap Construction Supply	10005990696	Coverall Suit & Concrete Tools	112.99
437	00	7020	Supplies - Safety	1703 Proasafety Inc	2/829150	72 Pairs Work Gloves	522.00
438	00	7020	Supplies - Safety	1703 Proasafety Inc	2/829400	6 Hard Hats & Ear Plugs	89.65
439	00	7020	Supplies - Safety	1703 Proasafety Inc	2/829430	1 Pair of Rubber Boots & 1 Rainsuit	22.45
440	00	7030	Supplies - Tools & Hardware	4093 HDS White Cap Construction Supply	10005990696	Coverall Suit & Concrete Tools	293.23
441	00	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	84788	2 Tape Measures & 6 - 2x4's - Sewer	15.94
442	00	7030	Supplies - Tools & Hardware	1520 Russo Power Equipment	3551233	8 Shovels, 2 Railroad Picks, Sledge Hammer	270.39
443	00	7035	Supplies - Equipment R&M	1484 Thompson Rental Station Inc	542406-3	Propane Tank Refill 10/26/2016 PW 9040	124.00
444	00	7035	Supplies - Equipment R&M	1057 Menard Incorporated	84176	Mortar Mix, Batteries & Electrical Tape	11.97
445	00	7040	Supplies - Vehicle R&M	1677 Wholesale Direct Inc	000223696	Chain for Plows, Electrical Connectors for Trailers	27.79
446	00	7040	Supplies - Vehicle R&M	5731 Advance Auto Parts	6027629472246	Oil Filter - PW 8006	5.88

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447	00	7040	Supplies - Vehicle R&M	2052 Coffman Truck Sales Inc	1001080064	Exhaust Clamps & Pipes, ABS Sensor Kit - PW 8006	916.30
448	00	7040	Supplies - Vehicle R&M	1677 Wholesale Direct Inc	000223696	Chain for Plows, Electrical Connectors for Trailers	41.69
449	00	7040	Supplies - Vehicle R&M	1575 Pirtek O'Hare	S2377637.001	Hydraulic Fittings - PW 9019	3.28
450	00	7040	Supplies - Vehicle R&M	1059 Monroe Truck Equipment	5332025	Hydraulic Pump Assembly - PW 9019	604.26
451	00	7040	Supplies - Vehicle R&M	1154 West Side Tractor Sales	W49161	Steering Cylinder - PW 9009	1,211.62
452	00	7045	Supplies - Building R&M	1043 WW Grainger Inc	9267111830	Axial Fan - Oakton Water Plant	65.07
453	00	7070	Water Meters	1303 HD Supply Waterworks LTD	G300599	21 - 3/4" IPERL Meters	2,436.00
454	00	7070	Water Meters	1303 HD Supply Waterworks LTD	G312471	3 - 3/4" IPERL & 5 1-1/2" OMNI Meters	2,208.00
455	00	7070	Water Meters	1303 HD Supply Waterworks LTD	G298064	23 Smart Point for Meters	2,461.00
456	00	7070	Water Meters	1303 HD Supply Waterworks LTD	G320971	1,000 Rubber Washers, 10 Gaskets, 20 Nuts and Bolts	146.00
457	00	7070	Water Meters	1303 HD Supply Waterworks LTD	G321286	2" Omni Water Meter	968.00
458	00	7070	Water Meters	1303 HD Supply Waterworks LTD	G356325	4" Meter and Bolt Kit	2,168.00
459	00	7070	Water Meters	1303 HD Supply Waterworks LTD	G304957	(24) 5/8" Water Meters 10/19/2016	2,472.00
460	00	7070	Other	1072 Prairie Material Sales Inc	887715094	1.0 Cu Yds Concrete - Mainbreak Repair - 10/18/2016	352.00
461	00	7070	Other	1303 HD Supply Waterworks LTD	G227424	Flange and Ring for PIT Meter	270.00
462	00	7070	Other	1467 HBK Water Meter Service Inc	10880	5 Meter Check Valves, 5 Hoses, 5 Adapters	613.10
463	00	7070	Other	1927 Water Products Co of Aurora Inc	0269659	2 Hydrant Meters	1,798.00
464	00	7070	Other	1709 Ziebell Water Service Products Inc	235189-000	Fire Hydrant	1,974.50
465	00	7070	Other	1709 Ziebell Water Service Products Inc	235190-000	Fire Hydrant Parts	1,020.50
466	00	7070	Other	1703 Pro safety Inc	2/829790	36 Cans Blue & 24 Cans White Spray Paint - JULIE's	153.00
467	00	7075	Supplies - Sewer System Maintenance	2313 City Electric Supply Company (CES)	DEP/034201	5/8" Ground Clamp & 5 Cable Straps	4.73
468	00	7075	Supplies - Sewer System Maintenance	3217 Ozinga Ready Mix Concrete Inc	811528	5.5 Cubic Yards of Ready Mix Concrete - 10/25/2016	788.00
469	00	7075	Supplies - Sewer System Maintenance	4093 HDS White Cap Construction Supply	10006027815	Framing Stakes and Lumber	220.04
470	00	7075	Supplies - Sewer System Maintenance	5214 State Industrial Products	97987295	2 Containers Primezyme	417.30
471	00	7075	Supplies - Sewer System Maintenance	1303 HD Supply Waterworks LTD	G243766	20 Various Sizes of Non-Shear Sleeves/Couplings	768.00
472	00	7075	Supplies - Sewer System Maintenance	1057 Menard Incorporated	84176	Mortar Mix, Batteries & Electrical Tape	205.74
473	00	7075	Supplies - Sewer System Maintenance	1057 Menard Incorporated	84788	2 Tape Measures & 6 - 2x4's - Sewer	81.42
474	00	7075	Supplies - Sewer System Maintenance	1202 Standard Equipment Co	C17043	Leader Hose for Jet Truck	132.12
475	00	7075	Supplies - Sewer System Maintenance	1202 Standard Equipment Co	C17042	6 Root Cutting Blades - 10/11/2016	554.49
476	00	7075	Supplies - Sewer System Maintenance	1072 Prairie Material Sales Inc	887699014	1.0 Cu Yds Concrete - Sewer Repair - 10/12/2016	352.00
477	00	7075	Supplies - Sewer System Maintenance	1072 Prairie Material Sales Inc	887701743	2.50 Cu Yds Concrete - Sewer Repair - 10/13/2016	555.00

# City of Des Plaines

## Warrant Register 11/21/2016

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
478	00	7105	Wholesale Water - NWWC	2901 Northwest Water Commission	11012016	Water Usage - October 2016 - R-183-14	238,625.02
479	00	7120	Gasoline	1417 Petroleum Traders Corp	1063166	6000 Gals Unleaded Fuel - 10/18/2016	557.17
480	00	7120	Gasoline	1417 Petroleum Traders Corp	1063166	6000 Gals Unleaded Fuel - 10/18/2016	1,417.17
481	00	7130	Diesel	1417 Petroleum Traders Corp	1063169	2000 Gals Bio Diesel - 10/18/2016	206.49
482	00	7130	Diesel	1417 Petroleum Traders Corp	1063169	2000 Gals Bio Diesel - 10/18/2016	322.64
483	00	7140	Electricity	1033 ComEd	4995025051-11/16	Electricity Service 10/06-11/01/2016	31.82
484	00	7140	Electricity	1033 ComEd	3461136053-11/16	Electricity Service 10/03-11/01/2016	27.66
485	00	7140	Electricity	1033 ComEd	3240002012-10/16	Electricity Service 09/28-10/27/2016	160.22
486	00	7140	Electricity	1033 ComEd	0575134020-11/16	Electricity Service 09/30-10/31/2016	143.65
487	00	7140	Electricity	1033 ComEd	3526170000-11/16	Electricity Service 10/05-10/31/2016	43.93
488	00	7140	Electricity	1033 ComEd	1602149012-11/16	Electricity Service 10/05-11/01/2016	151.78
489	00	7140	Electricity	1033 ComEd	5646761001-11/16	Electricity Service 09/30-10/31/2016	30.28
490	00	7200	Other Supplies	1066 Office Depot	874992700001	Recycling & Waste Containers, Binders - 50%	4.91
491	00	7200	Other Supplies	1066 Office Depot	874903596001	Clock - Superintendent of General Services	13.56
492	00	7200	Other Supplies	1066 Office Depot	874992700001	Recycling & Waste Containers, Binders - 50%	4.91
493	00	7300	Uniforms	1705 Sears Commercial One	T573474	2 Pants & 4 Shirts - Sewer Foreman	149.94
494	00	7300	Uniforms	1705 Sears Commercial One	T098102	3 Shirts - Water Foreman	56.97
495	00	7320	Equipment < \$5,000	1047 Home Depot Credit Svcs	9092565	Space Heater - Superintendent Utility Services	49.97
496	00	8100	Improvements	1067 Orange Crush	2016-A-P6	R-73-16-2016 CIP Street & Utility Cont A 09/16-10/24/2016	70,133.42
497	<b>Total 00 - Non Departmental</b>						<b>420,597.53</b>
498	30	6015	Communication Services	1552 Verizon Wireless	9773641296	Cell Phone Service 09/14-10/13/2016	19.95
499	<b>Total 30 - Finance</b>						<b>19.95</b>
500	<b>Total 500 - Water/Sewer Fund</b>						<b>420,617.48</b>
501	<b>Fund: 510 - City Owned Parking Fund</b>						
502	00	6305	R&M Equipment	2350 Anderson Elevator Co	195650	State of Illinois Fire Marshall Annual Inspection -08/18/16	580.00
503	00	6305	R&M Equipment	2350 Anderson Elevator Co	195650	State of Illinois Fire Marshall Annual Inspection -08/18/16	580.00
504	00	6305	R&M Equipment	2350 Anderson Elevator Co	195650	State of Illinois Fire Marshall Annual Inspection -08/18/16	580.00

# City of Des Plaines

## Warrant Register 11/21/2016

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
505	00	7060	Supplies - Parking Lots	2313 City Electric Supply Company (CES)	DEP/034126	16 Light Bulbs - Metropolitan Square Parking	140.48
506	<b>Total 00 - Non Departmental</b>					<b>1,880.48</b>	
507	<b>Total 510 - City Owned Parking Fund</b>					<b>1,880.48</b>	
508	<b>Fund: 520 - Metra Leased Parking Fund</b>						
509	00	4665	Parking Fees	1165 Union Pacific Railroad	Oct 2016	Parking Fees for Oct 2016	3,423.95
510	<b>Total 00 - Non Departmental</b>					<b>3,423.95</b>	
511	<b>Total 520 - Metra Leased Parking Fund</b>					<b>3,423.95</b>	
512	<b>Fund: 600 - Risk Management Fund</b>						
513	00	5565	Claims Administration Fee	2243 Sedgwick CMS	B1078916	Unemployment Comp Admin Services 10/19/2016-01/19/2017	550.00
514	00	5570	Self Insured P&L Expense	1089 Autokrafters of Des Plaines	RD #16-21556	Squad #45 Repair on 09/28/2016	2,212.44
515	00	6005	Legal Fees	3447 Holland & Knight LLP	5411897	9-16 Non-Retainer PSEBA Proceedings	9,550.60
516	<b>Total 00 - Non Departmental</b>					<b>12,313.04</b>	
517	<b>Total 600 - Risk Management Fund</b>					<b>12,313.04</b>	
518	<b>Fund: 700 - Escrow Fund</b>						
519	N/A	2430	Escrow - Police Items	1320 IL State Police	Cost 01755-09/16	Background Check Services Sept 2016 Fingerprints	59.50
520	N/A	2430	Escrow - Police Items	6453 Chen, Jinxin	4	Bus Lic & Fingerprinting Refund 10/17/2016	50.00
521	N/A	2464	Hydrant Deposits	6471 Winters Landscape - Christen	Refund 10/04/16	Hydrant Meter Refund 10/04/2016	1,100.00
522	N/A	2486	Additional Contracts - Engineering	1402 DiNatale Construction Inc	2016-0-P6	R-74-16 2016 CIP Concrete Imp 09/29-10/21/2016	275.34
523	N/A	2486	Additional Contracts - Engineering	1067 Orange Crush	2016-A-P6	R-73-16-2016 CIP Street & Utility Cont A 09/16-10/24/2016	1,392.93
524	N/A	2486	Additional Contracts - Engineering	1067 Orange Crush	2016-B-P6	R-79-16 2016 CIP Street & Utility Contract B 09/29-11/02/2016	2,642.58
525	N/A	2493	Escrow Projects	3447 Holland & Knight LLP	5411879	9-16 Reimb O'Hare Lake Redevelopment	401.50
526	N/A	2493	Escrow Projects	3447 Holland & Knight LLP	5411885	9-16 Reimb Redevelopment	1,462.50
527	N/A	2493	Escrow Projects	3447 Holland & Knight LLP	5411886	9-16 Reimb Redevelopment	7,870.50
528	N/A	2493	Escrow Projects	3447 Holland & Knight LLP	5411899	9-16 Reimb Redevelopment	1,410.50
529	<b>Total N/A</b>					<b>16,665.35</b>	
530	<b>Total 700 - Escrow Fund</b>					<b>16,665.35</b>	
531	<b>GRAND TOTAL</b>					<b>2,529,157.65</b>	

# City of Des Plaines

## Warrant Register - 11/21/2016

### Manual Checks

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount
532	<b>Fund: 100 - General Fund</b>					
533	20	6015	Communication Services	1032 Comcast Cable	10/11/2016 x1141	Internet/Cable Service 10/18-11/17/2016 246.72
534	20	6015	Communication Services	1533 Wide Open West LLC	11526044Oct2016 A	Internet/Cable Service x6044 10/21-11/20/2016 95.00
535	<b>Total 20 - City Administration</b>					<b>341.72</b>
536	30	6025	Administrative Services	1744 IL Secretary of State	2016	2016 Vehicle Data CD 500.00
537	<b>Total 30 - Finance</b>					<b>500.00</b>
538	60	6015	Communication Services	1032 Comcast Cable	1018/2016 x6724	Internet/Cable Service Nov 2016 16.76
539	<b>Total 60 - Police Department</b>					<b>16.76</b>
540	65	6015	Communication Services	1032 Comcast Cable	10/22/2016 x6716	Internet/Cable Service Nov 2016 14.66
541	<b>Total 65 - Emergency Management Agency</b>					<b>14.66</b>
542	N/A	2471	Red Light Payable	4297 Des Plaines Photo Enforcement Program	170560040661273 8	Red Light Cash Payment 10/27/2016 100.00
543	N/A	2471	Red Light Payable	4297 Des Plaines Photo Enforcement Program	170560040606770 1	Red Light Cash Payment 10/27/2016 100.00
544	<b>Total N/A</b>					<b>200.00</b>
545	<b>Total 100 - General Fund</b>					<b>1,073.14</b>
546	<b>Fund: 201 - TIF #1 Downtown Fund</b>					
547	00	7110	Natural Gas	1064 Nicor	10/13/16 x603131	Natural Gas 09/13-10/12/2016 25.81
548	00	7110	Natural Gas	1064 Nicor	10/13/16 x550488	Natural Gas 09/13-10/12/2016 24.65
549	<b>Total 00 - Non Departmental</b>					<b>50.46</b>
550	<b>Total 201 - TIF #1 Downtown Fund</b>					<b>50.46</b>
551	<b>Fund: 280 - Emergency Telephone System Fund</b>					
552	60	6015	Communication Services	1009 AT&T	847297367010-16	Communication Service 10/16-11/15/2016 390.59
553	<b>Total 60 - Police Department</b>					<b>390.59</b>
554	<b>Total 280 - Emergency Telephone System Fund</b>					<b>390.59</b>
555	<b>Fund: 500 - Water/Sewer Fund</b>					
556	00	6015	Communication Services	1032 Comcast Cable	10/20/2016 x6216	Internet/Cable Service 10/27-11/26/2016 104.85
557	00	6015	Communication Services	1533 Wide Open West LLC	11526044Sep2016 D	Internet/Cable Service x0573 09/11-10/10/2016 400.00
558	00	6015	Communication Services	1533 Wide Open West LLC	11526044Oct2016 D	Internet/Cable Service x0573 10/11-11/10/2016 430.00

**City of Des Plaines**  
**Warrant Register - 11/21/2016**  
**Manual Checks**

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
559	00	7110	Natural Gas	1064 Nicor	10/17/16 x054542	Natural Gas 09/15-10/14/2016	259.78
560	00	7110	Natural Gas	1064 Nicor	10/19/16 x500009	Natural Gas 09/16-10/19/2016	24.08
561	00	7110	Natural Gas	1064 Nicor	10/19/16 x500005	Natural Gas 09/16-10/19/2016	105.96
562	00	7110	Natural Gas	1064 Nicor	10/14/16 x400005	Natural Gas 09/15-10/14/2016	81.09
563	<b>Total 00 - Non Departmental</b>						<b>1,405.76</b>
564	<b>Total 500 - Water/Sewer Fund</b>						<b>1,405.76</b>
565				<b>GRAND TOTAL</b>		<b>2,919.95</b>	

# City of Des Plaines

## Warrant Register 11/21/2016

### Summary

	<u>Amount</u>	<u>Transfer Date</u>
Automated Accounts Payable	\$ 2,529,157.65 **	11/21/2016
Manual Checks	\$ 2,919.95 **	11/4/2016
Payroll	\$ 1,218,583.45	11/10/2016
RHS Payout	\$ -	
Electronic Transfer Activity:		
Bank of America Credit Card	\$ -	
Chicago Water Bill ACH	\$ -	
Postage Meter Direct Debits	\$ -	
Utility Billing Refunds	\$ 2,416.06	10/28/2016
First Merit Bank Fees	\$ -	
IMRF Payments	\$ 146,658.80	11/10/2016
FEMA Buyouts - 2	\$ -	
Debt Service	\$ -	
Employee Medical/Dental Trust	\$ -	
<b>Total Cash Disbursements:</b>	<b><u>\$ 3,899,735.91</u></b>	

\* Multiple transfers processed on and/or before date shown

\*\* See attached report

Adopted by the City Council of Des Plaines

This Twenty-First Day of November 2016

Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

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Gloria J. Ludwig, City Clerk

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Matthew J. Bogusz, Mayor



MEMORANDUM

Date: November 1, 2016

To: Michael G. Bartholomew, MCP, LEED AP, City Manager  
Michael McMahon, Community and Economic Development Director

From: Lauren Pruss, AICP, Economic Development Coordinator 

Subject: Consideration of Text Amendment to Sections 12-3-5.B and 12-11-6.B of the Zoning Code, Case #16-071-TA

**Issue:** City initiated Text Amendments are proposed to amend the sign regulations for electronic message boards (Section 12-11-6), and to permit a Planned Unit Development in the R-1 zone (Section 12-3-5.B.3.a), of Title 12 of the Des Plaines City Code (the City of Des Plaines 1998 Zoning Ordinance, as amended).

**Analysis:**

**Zoning Code Text Amendment Report**

**PIN:** Citywide

**Petitioner:** City of Des Plaines, 1420 Miner Street, Des Plaines, IL 60016

**Owner:** City of Des Plaines, 1420 Miner Street, Des Plaines, IL 60016

**Project Description:**

An Amendment is requested to the City of Des Plaines Zoning Ordinance to change the text as follow.

**12-3-5. PLANNED UNIT DEVELOPMENTS**

- A. No Change
- B. Prerequisites: Location, Ownership And Size:
  - 1. Planned Unit Developments are authorized in each of the following zoning districts of this title subject to the regulations of this section.
  - 2. The site of a Planned Unit Development must be under single ownership and/or unified control.
  - 3. The minimum size of a Planned Unit Development shall be not less than:
    - a. In the **R-1**, R-2, R-3, and R-4 zoning districts: Two (2) acres;
    - b. In the C-1, C-2, C-3 and C-4 zoning districts: Two (2) acres;

- c. In the C-5 zoning district: One acre;
- d. In the C-7 zoning district: Ten (10) acres; and
- e. In the M-1, M-2, M-3 and I-1 zoning districts: Two (2) acres. (Ord. Z-14-15, 7-6-2015)
- .
- .
- .

**12-11-6.B.: Commercial, Manufacturing And Institutional Districts (Signs by type):**

Electronic message boards	Electronic message boards shall not exceed <b>5030</b> percent of the total sign area, <del>or 32 square feet, whichever is less.</del>
	Only 1 electronic message board will be permitted per lot. In the event that a single business exists on multiple lots or in the case of a business park or retail center, only 1 electronic message board will be permitted overall.
	Location: The animated face of an electronic message board sign shall be a minimum of 250 feet away from a residence in the R-1, R-2, and R-3 residential districts and shall be arranged to prevent direct glare onto any adjacent properties.
	<ol style="list-style-type: none"> <li>1. Institutional district is exempt from this standard.</li> <li>2. <b>LED illumination of the numerical pricing component of gasoline station signs are exempt from this standard.</b></li> </ol>
	The changeable copy may not be animated, however graphics of stationary objects with no movement or animation shall be allowed. The copy may be changed no more than once every 10 seconds.
	The changeable copy shall be specific to the business in which the sign was intended.
	No sounds will be permitted.
	Automatic dimming: Electronic message board signs shall be equipped with light sensing devices or a scheduled dimming timer which automatically dims the intensity of the light emitted by the sign during ambient low light and nighttime (dusk to dawn) conditions. The signs shall not exceed 500 nits of intensity as measured at the sign surface during nighttime and low light conditions and 5,000 nits during daytime hours.

**Standards for Zoning Code Text Amendment:**

The proposed amendment is a part of the effort to streamline the approval process for residential Planned Unit Developments (PUD) and does not conflict with the City’s comprehensive plan, the official policy guide to future land use. A PUD process that is flexible will not only facilitate new developments but also reduce the administrative burden for both the City and the developer.

To analyze this text amendment request, the standards for amendments contained in Section 12-3-7(E) of the Zoning Ordinance are used. Following is a discussion of those standards.

1. **Whether the proposed amendment is consistent with the goals, objectives, and policies of the comprehensive plan, as adopted and amended from time to time by the city council;**

The City of Des Plaines Comprehensive Plan, adopted by the City Council in 2007, does not address these changes in detail.

2. **Whether the proposed amendment is compatible with current conditions and the overall character of existing development in the immediate vicinity of the subject property;**

Virtually every permit that is submitted for an electronic message board exceeds the current 30 percent, or 32 square foot maximum for this type of sign, requiring a lengthy public hearing process for approval. This amendment retains limitations on the amount of electric messaging allowed, but will provide greater flexibility in the requirements for electronic message boards.

3. **Whether the proposed amendment is appropriate considering the adequacy of public facilities and services available to this subject property;**

The proposed amendment is not anticipated to have a significant effect on public facilities or services.

4. **Whether the proposed amendment will have an adverse effect on the value of properties throughout the jurisdiction; and**

The proposed amendment is not substantive in nature and should not have an adverse effect on the value of the properties.

5. **Whether the proposed amendment reflects responsible standards for development and growth. (Ord. Z-8-98, 9-21-1998)**

The proposed amendment is a part of the effort to streamline the approval process for the City's business community.

**Recommendation:** At its October 25, 2016 regular meeting, the Planning and Zoning Board unanimously recommended approval of the proposed text amendments. Additionally, the Community and Economic Development Department recommends approval of the proposed text amendments to the 1998 City of Des Plaines Zoning Ordinance, as amended.

Pursuant to Sections 12-3-7.D of the Zoning Code, the City Council has the authority to approve, approve subject to conditions, or deny the above-mentioned zoning request.

It is requested that this item be placed on the Committee of the Whole agenda at the November 21, 2016 City Council meeting.

**Attachments:**

Attachment 1: Letter from Planning & Zoning Board to the Mayor

Attachment 2: Draft Minutes excerpt of the October 25, 2016 Planning and Zoning Board Hearing

Ordinance Z-29-16 An Ordinance Amending the Text of the City Zoning Ordinance Regarding Electronic Message Boards

Ordinance Z-30-16 An Ordinance Amending the Text of the City Zoning Ordinance Regarding Planned Unit Development Standards



COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

November 4, 2016

Mayor Bogusz and Des Plaines City Council  
CITY OF DES PLAINES

**Subject:** Consideration of Text Amendment to Section 12-3-5.B and 12-11-6.B of the Zoning Code,  
Case #16-071-TA

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board met on October 25, 2016 to consider a text amendment to Section 12-3-5.B and 12-11-6.B of the 1998 City of Des Plaines Zoning Ordinance, as amended, to eliminate the minimum required Planned Unit Development (PUD) standard for lot area per dwelling unit for residential developments.

1. The Community and Economic Development Department presented the text amendment information.
2. The Community and Economic Development Department recommended approval of the requested text amendment.
3. The Planning and Zoning Board *recommended* (5-0) that the City Council *approve* the text amendment to Section 12-3-5.B and 12-11-6.B of the 1998 City of Des Plaines Zoning Ordinance, as amended, to permit residential planned unit developments in the R-1 zone and to modify the requirements for electronic message boards.

Respectfully submitted,

A handwritten signature in black ink that reads 'James S. Szabo'.

James Szabo,  
Des Plaines Planning and Zoning Board, Chairman

Cc: City Officials  
Aldermen

the property lines, including the property directly north and the property across the street. The surrounding area is zoned R-2 and the lots are very narrow, much more narrow than what we would allow today.

Chairman Szabo asked if anyone in the audience had questions. He swore in Mr. Ronald Carlow, the next door neighbor at 1887 Orchard St. Mr. Carlow stated that the garage was built on Saturday, July 23, 2016. He stated that when he saw the gentleman building the garage 2' away from the fence, he asked the contractor if they had received a variation. The contractor said they always build them 2' away from the property line. Mr. Carlow indicated that the garage was finished in two days. He stated that he called his alderman on Saturday and he said he didn't know what the variation was, and waited until Monday to call the building department. He doesn't care that the garage is there, as long as she puts gutters on it. The downspouts need to go on her property line and not his.

Commissioner Saletnik stated that the downspouts will need to be directed towards the front and rear of her property and not directed towards her neighbor's property.

Ms. Bronkowski stated that her neighbor at 1887 Orchard directs his downspouts towards her property and has three sheds in his yard. She stated that her downspouts will be directed towards the north of her property and not on her neighbors.

Chairman Szabo asked if the Board has further questions.

Chairman Szabo asked if there were any questions. He asked the audience if anyone is in favor or objects to this proposal – no one responded.

**A motion was made by Board Member Hofherr that includes the conditions that the gutters must be installed with the downspouts aimed towards the petitioner's property and that the code enforcement department be notified to issue a citation for the violation, seconded by Board Member Green, to grant the standard variation request.**

AYES: Schell, Hofherr, Saletnik, Bader, Szabo, Green, Catalano

NAYES: None

**\*\*\*MOTION CARRIED UNANIMOUSLY\*\*\***

**2. Addresses: Citywide Case 16-071-TA**

City initiated Text Amendments are proposed to amend the sign regulations for electronic message boards (Section 12-11-6), and to permit a planned unit development in the R-1 zone (Section 12-3-5.B.3.a), of Title 12 of the Des Plaines City Code (the City of Des Plaines 1998 Zoning Ordinance, as amended).

**Petitioner:** City of Des Plaines, 1420 Miner Street, Des Plaines, IL 60016

**Owner:** City of Des Plaines, 1420 Miner Street, Des Plaines, IL 60016

Ms. Pruss explained the three difference amendments in the code. Please see staff report below.

**Analysis:**

**Zoning Code Text Amendment Report**

**PIN:** Citywide  
**Petitioner:** City of Des Plaines, 1420 Miner Street, Des Plaines, IL 60016  
**Owner:** City of Des Plaines, 1420 Miner Street, Des Plaines, IL 60016

**Project Description:**

An Amendment is requested to the City of Des Plaines Zoning Ordinance to change the Text as follows.

**12-3-5. PLANNED UNIT DEVELOPMENTS**

- A. No Change
- B. Prerequisites: Location, Ownership And Size:
  - 1. Planned Unit Developments are authorized in each of the following zoning districts of this title subject to the regulations of this section.
  - 2. The site of a Planned Unit Development must be under single ownership and/or unified control.
  - 3. The minimum size of a Planned Unit Development shall be not less than:
    - a. In the **R-1** R-2, R-3, and R-4 zoning districts: Two (2) acres;
    - b. In the C-1, C-2, C-3 and C-4 zoning districts: Two (2) acres;
    - c. In the C-5 zoning district: One acre;
    - d. In the C-7 zoning district: Ten (10) acres; and
    - e. In the M-1, M-2, M-3 and I-1 zoning districts: Two (2) acres. (Ord. Z-14-15, 7-6-2015)
    - .
    - .
    - .

**12-11-6.B.: Commercial, Manufacturing And Institutional Districts (Signs by type):**

Electronic message boards	Electronic message boards shall not exceed <b>5030</b> percent of the total sign area, <del>or 32 square feet, whichever is less.</del>
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	Location: The animated face of an electronic message board sign shall be a minimum of 250 feet away from a residence in the R-1, R-2, and R-3 residential districts and shall be arranged to prevent direct glare onto any adjacent properties.

<ol style="list-style-type: none"><li>1. Institutional district is exempt from this standard.</li><li>2. <b>LED illumination of the numerical pricing component of gasoline station signs are exempt from this standard.</b></li></ol>
The changeable copy may not be animated, however graphics of stationary objects with no movement or animation shall be allowed. The copy may be changed no more than once every 10 seconds.
The changeable copy shall be specific to the business in which the sign was intended.
No sounds will be permitted.
Automatic dimming: Electronic message board signs shall be equipped with light sensing devices or a scheduled dimming timer which automatically dims the intensity of the light emitted by the sign during ambient low light and nighttime (dusk to dawn) conditions. The signs shall not exceed 500 nits of intensity as measured at the sign surface during nighttime and low light conditions and 5,000 nits during daytime hours.

**Standards for Zoning Code Text Amendment:**

The proposed amendment is a part of the effort to streamline the approval process for residential Planned Unit Developments (PUD) and does not conflict with the City’s comprehensive plan, the official policy guide to future land use. A PUD process that is flexible will not only facilitate new developments but also reduce the administrative burden for both the City and the developer.

To analyze this text amendment request, the standards for amendments contained in Section 12-3-7(E) of the Zoning Ordinance are used. Following is a discussion of those standards.

1. **Whether the proposed amendment is consistent with the goals, objectives, and policies of the comprehensive plan, as adopted and amended from time to time by the city council;** The City of Des Plaines Comprehensive Plan, adopted by the City Council in 2007, does not address these changes in detail.
2. **Whether the proposed amendment is compatible with current conditions and the overall character of existing development in the immediate vicinity of the subject property;** Virtually every permit that is submitted for an electronic message board exceeds the current 30 percent, or 32 square foot maximum for this type of sign, requiring a lengthy public hearing process for approval. This amendment retains limitations on the amount of electric messaging allowed, but will provide greater flexibility in the requirements for electronic message boards.
3. **Whether the proposed amendment is appropriate considering the adequacy of public facilities and services available to this subject property;** The proposed amendment is not anticipated to have a significant effect on public facilities or services.

**4. Whether the proposed amendment will have an adverse effect on the value of properties throughout the jurisdiction; and** The proposed amendment is not substantive in nature and should not have an adverse effect on the value of the properties.

**5. Whether the proposed amendment reflects responsible standards for development and growth. (Ord. Z-8-98, 9-21-1998)** The proposed amendment is a part of the effort to streamline the approval process for the City's business community.

**Recommendation:** The Community and Economic Development Department recommends approval of the proposed text amendments to the 1998 City of Des Plaines Zoning Ordinance, as amended.

**Planning & Zoning Board Procedure:** Pursuant to Sections 12-3-7.D.3 of the Zoning Code, the Planning and Zoning Board may vote to *recommend* approval, approval with modifications, or disapproval. The City Council has final authority over the Text Amendment.

Commissioner Schell questioned if this is in conformance with other surrounding communities. Ms. Pruss indicated that is going to be more stream-lined and all communities are different. We should allow for the option of more formal land planning in the PUD process. Two-acres is already in the code for our other Residential zones.

Chairman Szabo asked if there were any additional questions from the board or the audience.

**A motion was made by Board Member Hofherr, seconded by Board Member Catalano, to approve the Text Amendments as presented in the staff report.**

**\*\*\*MOTION CARRIED UNANIMOUSLY\*\*\***

**OLD BUSINESS**

- 1. Address:** Citywide **Case Number:** 16-054-TA

The Planning and Zoning Board will hold public hearing on amendments to the Zoning Ordinance and the Subdivision Regulations necessary to require developers of residential developments that create new demand for additional Public Open Space specifically and uniquely attributable to the developments to either contribute land or pay a fee in lieu of land for use by the Park District to provide the necessary additional Public Open Space within the City.

**Petitioner:** City of Des Plaines, 1420 Miner Street, Des Plaines, IL 60016

**Owner:** City of Des Plaines, 1420 Miner Street, Des Plaines, IL 60016

At the August 25, 2016 the Planning and Zoning Board voted to continue the hearing to tonight. Staff needs some additional time before we present to the board. This text amendment is continued to November 8, 2016.

**A motion was made by Board Member Green, seconded by Board Member Saletnik, to continue to November 8, 2016.**

**\*\*\*MOTION CARRIED UNANIMOUSLY\*\*\***

**CITY OF DES PLAINES**

**ORDINANCE Z - 29 - 16**

**AN ORDINANCE AMENDING THE TEXT OF THE CITY ZONING ORDINANCE REGARDING ELECTRONIC MESSAGE BOARDS (CASE# 16-071-TA).**

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

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

**WHEREAS**, Section 12-11-6.B of the Zoning Ordinance sets forth certain requirements for Signs in the Commercial, Manufacturing and Institutional Districts, including electronic message boards ("**Sign Regulations**"); and

**WHEREAS**, the City desires to amend the Sign Regulations to increase the minimum permitted sign area that can be used as an electronic message board ("**Text Amendment**"); and

**WHEREAS**, a public hearing by the Planning and Zoning Board ("**PZB**") to consider the Text Amendment was duly advertised in the *Journal* on October 7, 2016, and held on October 25, 2016; and

**WHEREAS**, the PZB voted to recommend approval of the Text Amendment by a vote of 7-0, which recommendation the PZB forwarded in writing to the City Council on November 4, 2016; and

**WHEREAS**, the City Council has considered the factors set forth in Section 12-3-7.E, titled "Standards for Amendments," of the Zoning Ordinance; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to adopt the Text Amendment as set forth in this Ordinance;

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

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

**SECTION 2. FINDING OF COMPLIANCE.** The City Council finds that consideration of the Text Amendment has complied with the provisions of Section 12-3-7 of the Zoning Ordinance.

**SECTION 3. PLANNED UNIT DEVELOPMENTS.** The City Council amends Section 12-3-5, titled “Planned Unit Developments,” of Chapter 3, titled "Development Review Procedures," of the Zoning Ordinance to delete subsection 12-3-5(C)(2) and renumber all following subsection accordingly:

**“12-11-6.B: Commercial, Manufacturing And Institutional Districts (Signs by type):**

Electronic message boards	Electronic message boards shall not exceed <del>50</del> 30 percent of the total sign area, or 32 square feet, whichever is less.
	Only 1 electronic message board will be permitted per lot. In the event that a single business exists on multiple lots or in the case of a business park or retail center, only 1 electronic message board will be permitted overall.
	Location: The animated face of an electronic message board sign shall be a minimum of 250 feet away from a residence in the R-1, R-2, and R-3 residential districts and shall be arranged to prevent direct glare onto any adjacent properties.
	<ol style="list-style-type: none"> <li>1. Institutional district is exempt from this standard.</li> <li><b><u>2. LED illumination of the numerical pricing component of gasoline station signs are exempt from this location standard.</u></b></li> </ol>
	The changeable copy may not be animated, however graphics of stationary objects with no movement or animation shall be allowed. The copy may be changed no more than once every 10 seconds.
	The changeable copy shall be specific to the business in which the sign was intended.
	No sounds will be permitted.
	Automatic dimming: Electronic message board signs shall be equipped with light sensing devices or a scheduled dimming timer which automatically dims the intensity of the light emitted by the sign during

ambient low light and nighttime (dusk to dawn) conditions. The signs shall not exceed 500 nits of intensity as measured at the sign surface during nighttime and low light conditions and 5,000 nits during daytime hours.

**SECTION 4. SEVERABILITY.** If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

**SECTION 5. EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form according to law.

**[SIGNATURE PAGE TO FOLLOW]**

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016

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

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**MAYOR**

ATTEST:

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**CITY CLERK**

Published in pamphlet form this  
\_\_\_\_ day of \_\_\_\_\_, 2016

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**

[NOTE: Deleted Language is ~~Struck Through~~. New Language is **Bolded and Double Underlined.**]

**CITY OF DES PLAINES**

**ORDINANCE Z - 30 - 16**

**AN ORDINANCE AMENDING THE TEXT OF THE CITY ZONING ORDINANCE REGARDING PLANNED UNIT DEVELOPMENT STANDARDS (CASE# 16-045-TA).**

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

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

**WHEREAS**, Section 12-3-5 of the Zoning Ordinance sets forth certain prerequisites location and size of planned unit developments ("**PUD**") within the City ("**PUD Regulations**"); and

**WHEREAS**, the City desires to amend the PUD Regulations to eliminate the minimum requirement for lot area per dwelling unit for residential PUDs ("**Text Amendment**"); and

**WHEREAS**, a public hearing by the Planning and Zoning Board ("**PZB**") to consider the Text Amendment was duly advertised in the *Journal* on October 7, 2016, and held on October 25, 2016; and

**WHEREAS**, the PZB voted to recommend approval of the Text Amendment by a vote of 7-0, which recommendation the PZB forwarded in writing to the City Council on November 4, 2016; and

**WHEREAS**, the City Council has considered the factors set forth in Section 12-3-7.E, titled "Standards for Amendments," of the Zoning Ordinance; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to adopt the Text Amendment as set forth in this Ordinance;

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

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

**SECTION 2. FINDING OF COMPLIANCE.** The City Council finds that consideration of the Text Amendment has complied with the provisions of Section 12-3-7 of the Zoning Ordinance.

**SECTION 3. PLANNED UNIT DEVELOPMENTS.**

A. The City Council amends Section 12-3-5, titled “Planned Unit Developments,” of Chapter 3, titled "Development Review Procedures," of the Zoning Ordinance as follows:

**“12-3-5: PLANNED UNIT DEVELOPMENTS:**

- \* \* \*
- B. Prerequisites: Location, Ownership And Size:
1. Planned Unit Developments are authorized in each of the following zoning districts of this title subject to the regulations of this section.
  2. The site of a Planned Unit Development must be under single ownership and/or unified control.
  3. The minimum size of a Planned Unit Development shall be not less than:
    - a. In the **R-1**, R-2, R-3, and R-4 zoning districts: Two (2) acres;
    - b. In the C-1, C-2, C-3 and C-4 zoning districts: Two (2) acres;
    - c. In the C-5 zoning district: One acre;
    - d. In the C-7 zoning district: Ten (10) acres; and
    - e. In the M-1, M-2, M-3 and I-1 zoning districts: Two (2) acres.

\* \* \*

B. The City Council amends Subsection I titled “Residential Use Matrix”, of Section 12-7-2, titled “Planned Unit Developments,” of Chapter 3, titled "Development Review Procedures," of the Zoning Ordinance as follows:

Uses	<b>R-1</b>	<b>R-2</b>	<b>R-3</b>	<b>R-4</b>
Planned Developments	<b><u>C</u></b>	C	C	C

**SECTION 4. SEVERABILITY.** If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

**SECTION 5. EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form according to law.

**[SIGNATURE PAGE TO FOLLOW]**

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016

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

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

ATTEST:

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

Published in pamphlet form this  
\_\_\_\_\_ day of \_\_\_\_\_, 2016

Approved as to form:

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

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

[NOTE: Deleted Language is ~~Struck Through~~. New Language is **Bolded and Double Underlined.**]

DP-Ordinance Amending Zoning Code –Text Amendment re PUD Standards for Lot Area Per Dwelling Unit for Residential Developments


 COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

## MEMORANDUM

Date: March 23, 2016

To: Michael G. Bartholomew, MCP, LEED-AP, City Manager  
Michael McMahon, Community and Economic Development Director

From: Lauren Pruss, Economic Development Coordinator 

Subject: Class 6b Renewal Resolution Request – 1333-1347 S. Mount Prospect Rd., Case #16-073-6b  
James Campbell Company (3rd Ward)

**Issue:** The James Campbell Company, LLC has filed an application requesting a City resolution in support of its Class 6b Tax Incentive renewal application (Attachment 1). The subject property was granted a Class 6b property tax incentive beginning in 2007 based on New Construction. Tax year 2016 is the tenth year in which the subject property is classified as a Class 6b property, and the property taxes will begin to revert from the 10% assessment level back to the 25% assessment level. The County permits the renewal of the Class 6b incentive with the support of the local municipality.

**Analysis:** The subject property consists of two buildings containing approximately 228,603 square feet on a 13.43 acre site. The site has been fully leased and occupied since 2006 by the sole tenant, Shenker, Inc., a logistics service provider that provides its customer with warehouse and distribution services. Shenker, Inc. has approximately 290 employees at the subject property, of which approximately 45 are Des Plaines residents. A 6b incentive was granted to the owner in 2006 as part of the construction and occupancy of the current building.

Since construction in 2006, the applicant has invested nearly \$2.8M to maintain the buildings and site. If the property tax incentive renewal is approved, the applicant contends that it will continue to receive sufficient revenues to provide normal maintenance improvements to the property, including anticipated roof maintenance in 2025/26 that will cost an estimated \$1.68M. However, if it is not approved, the increased property taxes will not only impact the applicant's ability to maintain the existing property, but will also affect the likelihood that Shenker will seek alternative sites with a lower property tax burden. The applicant further contends that the existing buildings are obsolete in a number of ways which will result in long-term vacancy at the site and a subsequent loss of property tax revenue due to vacancy.

## Assessment of Tax Impact Scenarios:

1. Property Taxes in 2015 as-is in 10<sup>th</sup> Year of 6b Incentive: \$659,141
2. Estimated 2017 Property Taxes with a 6b and occupied: \$868,292
3. Estimated 2017 Property Taxes as-is and without a 6b: \$1,302,437
4. Estimated 2017 Property Taxes without a 6b and total vacancy: \$575,600

Cook County's Class 6b economic development tool is intended to encourage industrial investment by

offering a real estate tax incentive that lowers property taxes to ensure that Cook remain competitive with neighboring DuPage County property tax rates. A Class 6b incentive requires a resolution of consent from municipalities. Qualified industrial properties are assessed at 10% of market value for the first 10 years, 15% in the 11<sup>th</sup> year and 20% in the 12<sup>th</sup> year. Normally such properties are assessed at 25% of market value (Attachment 2). Outside of a significant capital reinvestment in an already occupied property, it has been City policy to support 6b requests only for vacant property in an effort to encourage reinvestment in the City's most blighted industrial properties.

**Recommendation:** I recommend that the City Council deny the requested Class 6b Tax Incentive Resolution of Support.

**Attachments:**

Attachment 1: Resolution Request with Estimated Improvement Costs

Attachment 2: Estimated Tax Projections

Attachment 3: Location Map



33 NORTH LASALLE STREET, 28TH FLOOR CHICAGO, ILLINOIS 60602  
BRIAN P. LISTON (312) 580-1594 PETER TSANTILIS (312) 604-3808 FACSIMILE (312) 580-1592

16-073-6b

October 5, 2016

**VIA FEDERAL EXPRESS**

Michael McMahon  
Director of Community & Economic Development  
City of Des Plaines  
1420 Miner Street  
Des Plaines, Illinois 60016

**RE: Class 6b Incentive Renewal**  
**James Campbell Company, LLC**  
**1333-1347 South Mount Prospect Road**  
**Des Plaines, Illinois 60018**  
**PIN: 09-19-300-013-0000**

Dear Mr. McMahon:

James Campbell Company, LLC (the "Applicant") owns the above-referenced property and is requesting a Resolution from the City of Des Plaines supporting and consenting to a Class 6b Tax Incentive Renewal for the site. The subject property obtained a Class 6b Tax Incentive beginning in tax year 2007 based on New Construction. Accordingly, as tax year 2016 is the tenth year in which the subject property is classified as a Class 6b property, the property's Class 6b is currently eligible for renewal.

The subject property consists of an approximately 584,881 square foot site. The property contains two buildings which are approximately 228,603 square feet collectively. These buildings break down into the following:

- Approximately 152,099 square foot building on the west side of the property.
- Approximately 76,504 square foot building on the east side of the property.

Since the buildings were constructed, they been occupied by Schenker, Inc., a logistics service provider that provides its customers with warehouse and distribution services. Schenker, Inc. has approximately 290 employees at the subject property, approximately 45 of which are Des Plaines residents.

Without a Class 6b Tax Incentive renewal for the site, Schenker, Inc. will likely vacate the property. If this occurs, the subject property will remain vacant for the foreseeable future due to the following reasons:

**The subject property is functionally obsolete by today's freight forwarding standards. If Schenker, Inc. vacates the subject property, the property will likely remain vacant for years to come:**

Schenker, Inc. first occupied the then newly constructed facility in 2006, near the beginning of the “e-commerce boom.” Third Party Logistics and Freight Forwarding companies such as Schenker, Inc. could not have foreseen the sharp growth in e-commerce sales and the significant structural changes it would bring in trucking at that time. Competing in the rapidly expanding \$35-billion-dollar trucking industry in the United States requires investments in logistics management, including building highly efficient facilities.

Based on the current structures at the subject property and their configuration, the property is functionally obsolete and not conducive to the current freight forwarding market. Sadly, by rapidly changing standards in this market, this is an older property that was constructed prior to the E-Commerce/efficient shipping revolution and does not meet the high standards of high volume shippers such as Amazon or UPS.

Thanks to its years of expertise and drive to be a top global performer, Schenker, Inc. has modified its operations to fit this unique site and works hard for this property to fit its needs. **If the Applicant loses Schenker, Inc. as a tenant, the site will remain vacant for years to come. These unique features make the property functionally obsolete for any user besides Schenker, Inc.**

The subject property contains two mid-to-large buildings: an approximately 152,099 square foot building and an approximately 76,504 square foot building. The total building square footage on the property is 228,603 square feet. **Based on the current freight forwarding market, no large user could operate efficiently in two buildings with such a cumulative size.** The users who will want such a large building will seek one approximately 228,603 square foot building that is not bisected into two buildings with low clearance. Accordingly, **the Applicant will likely have to lease each building independently to different varied tenants.** If this occurs, the Applicant believes it will not be able to obtain tenants based on the following issues:

- Trucks only have a single point of access into the property. This access point is on the southeastern side of the property. The tenant of the eastern building will have its truck traffic compromised by truck traffic of the western building entering and exiting the property from the southeastern access point.
- There are two-story offices in approximately 25% to 30% of both buildings. Such large offices are no longer necessary for warehouse or distribution tenants.
- The eastern building (the smaller building) is irregularly shaped. The warehouse of the building is approximately 100 feet deep. Such a small warehouse area will only be attractive to freight forwarding tenants. Freight forwarders typically have very few employees and exceedingly heavy traffic. Such heavy traffic will decrease interest in the western building.
- **The buildings' clearance height varies from 24 feet up to 28 feet. Most industrial users prefer uniform ceiling clearance heights.** A multi-clearance ceiling height disrupts a warehouse/distributor's ability to efficiently relocate items throughout the building.

**Aerial:**



**View of the truck courtyard from  
the southern parking lot:**

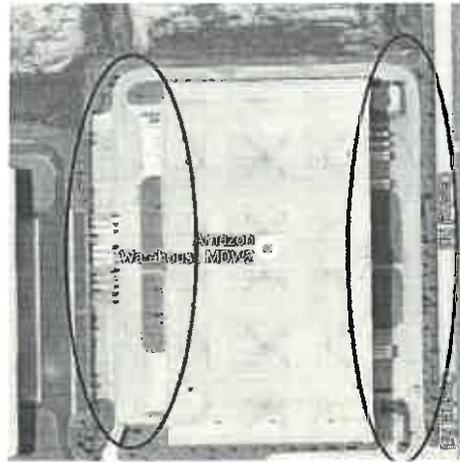
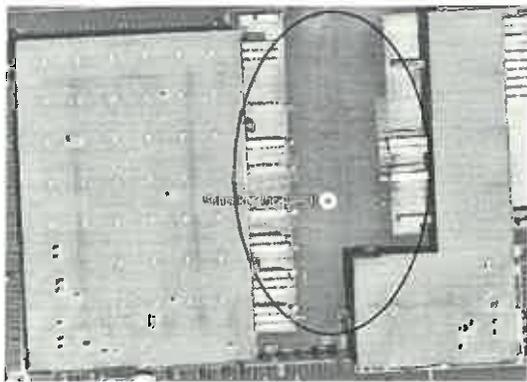


Additionally, the two buildings were constructed together with the idea that one user would occupy both buildings. As such, the buildings share major amenities, including a truck courtyard and employee parking. For instance, in the property's truck courtyard, the two buildings are the following approximate distance apart:

- 140 Feet: The southern approximately 1/3<sup>rd</sup> of the truck court. In this section, there are docks on the western building. Accordingly, the truck apron is approximately 140 feet.
- 260 Feet: The northern approximately 2/3<sup>rd</sup> of the truck court. In this section, there are docks on the western building and the eastern building. Accordingly, the truck apron for each side is approximately 130 feet.

If each building was leased by a separate entity, each tenant would be forced to rely on its own truck apron. **A truck apron of 130 feet or 140 feet would be too small and limiting for most industrial tenants.** According to a NAIOP Research Foundation report published in 2012, distribution facilities should have a minimum truck turning radius of approximately 130 feet. As a truck would first have to back out of its dock before turning, industrial experts argue that truck aprons should be larger. For instance, Loading Dock Supply LLC argues that based on the average truck with trailer size of 70 feet, an overall minimum apron size of approximately 150 feet would be more appropriate. **Based on the Applicant's experience as an owner and developer of real estate across the United States, a truck apron of approximately 130 feet is the absolute bare minimum truck apron which is acceptable, and the universe of tenants for whom this is acceptable is limited. Truck court congestion significantly reduces efficiency. Tenants prefer a minimum truck apron of approximately 180 to 200 feet.**

As an example, the subject property's truck courtyard turning radius is on the left and the truck courtyard turning radius of Amazon's distribution facility at 250 Emerald Drive in Joliet, IL is on the right:



As you can see from the above, a truck at the subject property must navigate the two buildings with narrow path between the two and the other trucks in the courtyard before it can pull into its dock at the property. A truck at the Amazon property has little to avoid before it pulls into its dock at the property. This allows for faster distribution times at the Amazon facility.

Based on the above, the Applicant is greatly concerned that without a Class 6b Tax Incentive, Schenker, Inc. will vacate the property. If this occurs, the property’s unique and obsolete features will leave the property vacant for years to come, damaging Des Plaines’ economic health.

**Without a Class 6b Renewal, Schenker, Inc. will likely vacate the subject property:**

Schenker, Inc., Inc.’s current rental rate for the subject property is \$12.47/SF on a net basis, meaning that Schenker, Inc., Inc. pays the property’s tax bill on top of the rental rate of the property. As can be seen in the enclosed *One Year Tenant Impact Chart*, if the Class 6b Tax Incentive is renewed, Schenker, Inc. will continue to pay real estate taxes of around \$4.01/SF. If the Class 6b Tax Incentive is not renewed, Schenker, Inc., Inc.’s real estate taxes will increase to approximately \$10.03/SF.

A tax load of \$10.03/SF is significantly high when compared to the property taxes of similar property located in neighboring DuPage County. In neighboring DuPage County, the 2015 state multiplier (the most recent available multiplier) is 1.0000 while the Cook County 2015 state multiplier is 2.6685. An example of this scenario using a simple market value of \$10,000,000 is the following:

	<b>Cook County (Without a 6b)</b>	<b>DuPage County</b>
<b>Market Value</b>	\$10,000,000	\$10,000,000
<b>Assessment Level</b>	25%	33.33%
<b>2015 State Multiplier</b>	2.6685	1.0000
<b>Sample Tax Rate</b>	10.00%	10.00%
<b>Estimated Taxes</b>	\$667,125	\$333,300

As a reference, the enclosed *One Year Tenant Impact Chart* estimates that a property with the same market value (\$30,346,740) but located in DuPage County would have real estate taxes of approximately \$3.60/SF (as compared to \$10.03/SF). As DuPage County’s taxes are naturally low, a taxpayer in DuPage County would not be concerned about obtaining or renewing a Class 6b Tax Incentive. Since the subject property is only approximately 10 miles from DuPage County, the likelihood of Schenker, Inc., Inc. relocating to DuPage County is very real.

**With a Class 6b Renewal, Schenker, Inc. will likely remain at the subject property for the foreseeable future and the Applicant will invest a substantial amount of capital into the property:**

The Applicant and Schenker, Inc. have been great stewards of the subject property. In 2011, the Applicant spent approximately \$954,388 to replace the parking lot at the subject property. Since 2009, Schenker, Inc. has spent approximately \$1,838,235 on improving the property. It has also spent approximately \$6,873,040 in personal property related to its business at the subject property.

If the Applicant obtains a renewal of the Class 6b Tax Incentive, it will have the necessary resources to continue to improve the property into the future. For instance, the Applicant plans to spend approximately \$2,643,370 to improve the property between 2020 and 2026. These improvement breakdown into the following:

<b>Year</b>	<b>Improvements</b>	<b>Estimated Costs</b>
2020	Install new door seals	\$10,500
2021 & 2022	Install new paving in t parking lot and improve the precast joint caulking	\$816,470
2023	Update the exterior	\$136,400
2024	n/a	\$0
2025	Install new RTUs and install a new roof	\$1,020,000
2026	Install new RTUs and install a new roof	\$660,000
<b>Totals</b>		<b>\$2,643,370</b>

The above improvements can only be made if the Applicant is receiving income to afford such improvements. If the Class 6b is not renewed, the Applicant is very concerned that Schenker, Inc. will vacate the subject property. If Schenker, Inc. vacated the subject property, it will either relocate its approximately 290 employees (including the approximately 45 Des Plaines residents) or terminate their employment.

Without Schenker, Inc.'s tenancy, the subject property will likely remain vacant for the foreseeable future. Accordingly, without the Class 6b renewal, the above improvements will not be made and the property will fall into disrepair. **A vacant, dilapidated building will not just decrease the property taxes generated by the site, it will also decrease the building values of the neighboring industrial park and the residential properties on the other side of Mount Prospect Road.**

Based on the foregoing, the Applicant requests that the City of Des Plaines review its Class 6b renewal request and approve a Resolution supporting and consenting to the renewal of the subject property's Class 6b Incentive. Should you have any questions or concerns, or require additional information, please do not hesitate to contact me at (312) 580-1594.

Regards,

Brian Liston  
Encls.

**EXHIBIT A**  
Necessity of Request

James Campbell Company, LLC (the “Applicant”) leases the subject property, located at 1333-1347 South Mount Prospect Road in Des Plaines, Illinois 60018 (PIN: 09-19-300-013-0000), to Schenker, Inc., which has occupied the subject property since December 2006. Applicant purchased the property in 2011. Schenker, Inc. is a logistics service provider who provides its customers with warehouse and distribution services. Schenker, Inc. has approximately 290 employees at the subject property, approximately 45 of which are Des Plaines residents.

**The subject property is functionally obsolete by today’s freight forwarding standards. If Schenker, Inc. vacates the subject property, the property will likely remain vacant for years to come:**

Schenker, Inc. first occupied the then newly constructed facility in 2006, near the beginning of the “e-commerce boom.” Third Party Logistics and Freight Forwarding companies such as Schenker, Inc. could not have foreseen the sharp growth in e-commerce sales and the significant structural changes it would bring in trucking at that time. Competing in the rapidly expanding \$35-billion-dollar trucking industry in the United States requires investments in logistics management, including building highly efficient facilities.

Based on the current structures at the subject property and their configuration, the property is functionally obsolete and not conducive to the current freight forwarding market. Sadly, by rapidly changing standards in this market, this is an older property that was constructed prior to the E-Commerce/efficient shipping revolution and does not meet the high standards of high volume shippers such as Amazon or UPS.

Thanks to its years of expertise and drive to be a top global performer, Schenker, Inc. has modified its operations to fit this unique site and works hard for this property to fit its needs. If the Applicant loses Schenker, Inc. as a tenant, the site will remain vacant for years to come. These unique features make the property functionally obsolete for any user besides Schenker, Inc.

The subject property contains two mid-to-large buildings: an approximately 152,099 square foot building and an approximately 76,504 square foot building. The total building square footage on the property is 228,603 square feet. Based on the current freight forwarding market, no large user could operate efficiently in two buildings with such a cumulative size. The users who will want such a large building will seek one approximately 228,603 square foot building that is not bisected into two buildings with low clearance. Accordingly, the Applicant will likely have to lease each building independently to different varied tenants. If this occurs, the Applicant believes it will not be able to obtain tenants based on the following issues:

- Trucks only have a single point of access into the property. This access point is on the southeastern side of the property. The tenant of the eastern building will have its truck traffic compromised by truck traffic of the western building entering and exiting the property from the southeastern access point.

- There are two-story offices in approximately 25% to 30% of both buildings. Such large offices are no longer necessary for warehouse or distribution tenants.
- The eastern building (the smaller building) is irregularly shaped. The warehouse of the building is approximately 100 feet deep. Such a small warehouse area will only be attractive to freight forwarding tenants. Freight forwarders typically have very few employees and exceedingly heavy traffic. Such heavy traffic will decrease interest in the western building.
- The buildings' clearance height varies from 24 feet up to 28 feet. Most industrial users prefer uniform ceiling clearance heights. A multi-clearance ceiling height disrupts a warehouse/distributor's ability to efficiently relocate items throughout the building.

Aerial:



View of the truck courtyard from the southern parking lot:



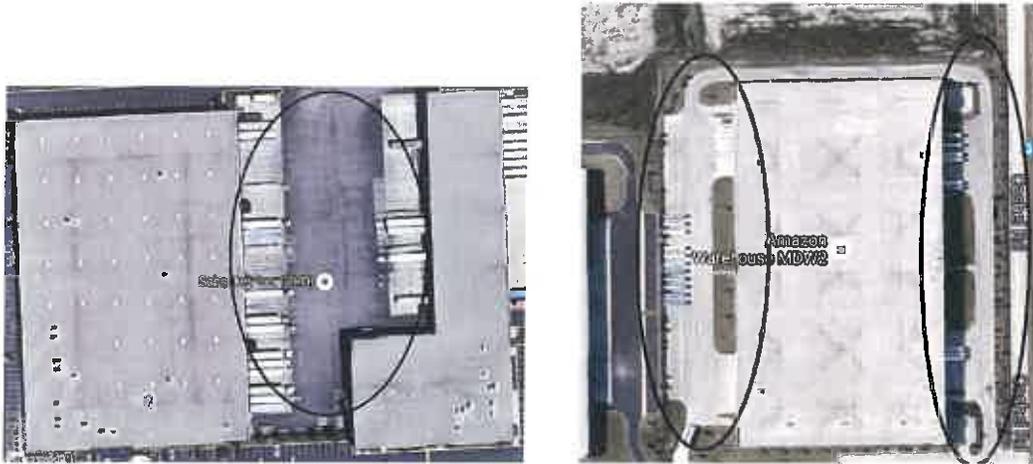
Additionally, the two buildings were constructed together with the idea that one user would occupy both buildings. As such, the buildings share major amenities, including a truck courtyard and employee parking. For instance, in the property's truck courtyard, the two buildings are the following approximate distance apart:

- 140 Feet: The southern approximately 1/3<sup>rd</sup> of the truck court. In this section, there are docks on the western building. Accordingly, the truck apron is approximately 140 feet.
- 260 Feet: The northern approximately 2/3<sup>rd</sup> of the truck court. In this section, there are docks on the western building and the eastern building. Accordingly, the truck apron for each side is approximately 130 feet.

If each building was leased by a separate entity, each tenant would be forced to rely on its own truck apron. A truck apron of 130 feet or 140 feet would be too small and limiting for most industrial tenants. According to a NAIOP Research Foundation report published in 2012, distribution facilities should have a minimum truck turning radius of approximately 130 feet. As a truck would first have to back out of its dock before turning, industrial experts argue that truck aprons should be larger. For instance, Loading Dock Supply LLC argues that based on the average truck with trailer size of 70 feet, an overall minimum apron size of approximately 150 feet would be more appropriate. Based on the Applicant's experience as an owner and developer of real estate across the United States, a truck apron of approximately 130 feet is the absolute bare minimum truck apron which is acceptable, and the universe of tenants for whom this is acceptable is

limited. Truck court congestion significantly reduces efficiency. Tenants prefer a minimum truck apron of approximately 180 to 200 feet.

As an example, the subject property's truck courtyard turning radius is on the left and the truck courtyard turning radius of Amazon's distribution facility at 250 Emerald Drive in Joliet, IL is on the right:



As you can see from the above, a truck at the subject property must navigate the two buildings with narrow path between the two and the other trucks in the courtyard before it can pull into its dock at the property. A truck at the Amazon property has little to avoid before it pulls into its dock at the property. This allows for faster distribution times at the Amazon facility.

Based on the above, the Applicant is greatly concerned that without a Class 6b Tax Incentive, Schenker, Inc. will vacate the property. If this occurs, the property's unique and obsolete features will leave the property vacant for years to come, damaging Des Plaines' economic health.

**Without a Class 6b Renewal, Schenker, Inc. will likely vacate the subject property:**

Schenker, Inc., Inc.'s current rental rate for the subject property is \$12.47/SF on a net basis, meaning that Schenker, Inc., Inc. pays the property's tax bill on top of the rental rate of the property. As can be seen in the enclosed *One Year Tenant Impact Chart*, if the Class 6b Tax Incentive is renewed, Schenker, Inc. will continue to pay real estate taxes of around \$4.01/SF. If the Class 6b Tax Incentive is not renewed, Schenker, Inc., Inc.'s real estate taxes will increase to approximately \$10.03/SF.

A tax load of \$10.03/SF is significantly high when compared to the property taxes of similar property located in neighboring DuPage County. In neighboring DuPage County, the 2015 state multiplier (the most recent available multiplier) is 1.0000 while the Cook County 2015 state multiplier is 2.6685. An example of this scenario using a simple market value of \$10,000,000 is the following:

	Cook County (Without a 6b)	DuPage County
Market Value	\$10,000,000	\$10,000,000
Assessment Level	25%	33.33%
2015 State Multiplier	2.6685	1.0000
Sample Tax Rate	10.00%	10.00%
Estimated Taxes	\$667,125	\$333,300

As a reference, the enclosed *One Year Tenant Impact Chart* estimates that a property with the same market value (\$30,346,740) but located in DuPage County would have real estate taxes of approximately \$3.60/SF (as compared to \$10.03/SF). As DuPage County's taxes are naturally low, a taxpayer in DuPage County would not be concerned about obtaining or renewing a Class 6b Tax Incentive. Since the subject property is only approximately 10 miles from DuPage County, the likelihood of Schenker, Inc., Inc. relocating to DuPage County is very real.

**With a Class 6b Renewal, Schenker, Inc. will likely remain at the subject property for the foreseeable future and the Applicant will invest a substantial amount of capital into the property:**

The Applicant and Schenker, Inc. have been great stewards of the subject property. In 2011, the Applicant spent approximately \$954,388 to replace the parking lot at the subject property. Since 2009, Schenker, Inc. has spent approximately \$1,838,235 on improving the property. It has also spent approximately \$6,873,040 in personal property related to its business at the subject property.

If the Applicant obtains a renewal of the Class 6b Tax Incentive, it will have the necessary resources to continue to improve the property into the future. For instance, the Applicant plans to spend approximately \$2,643,370 to improve the property between 2020 and 2026. These improvement breakdown into the following:

Year	Improvements	Estimated Costs
2020	Install new door seals	\$10,500
2021 & 2022	Install new paving in t parking lot and improve the precast joint caulking	\$816,470
2023	Update the exterior	\$136,400
2024	n/a	\$0
2025	Install new RTUs and install a new roof	\$1,020,000
2026	Install new RTUs and install a new roof	\$660,000

Totals	\$2,643,370
--------	-------------

The above improvements can only be made if the Applicant is receiving income to afford such improvements. If the Class 6b is not renewed, the Applicant is very concerned that Schenker, Inc. will vacate the subject property. If Schenker, Inc. vacated the subject property, it will either relocate its approximately 290 employees (including the approximately 45 Des Plaines residents) or terminate their employment.

Without Schenker, Inc.'s tenancy, the subject property will likely remain vacant for the foreseeable future. Accordingly, without the Class 6b renewal, the above improvements will not be made and the property will fall into disrepair. A vacant, dilapidated building will not just decrease the property taxes generated by the site, it will also decrease the building values of the neighboring industrial park and the residential properties on the other side of Mount Prospect Road.

## One Year Tenant Impact Chart

1333-1347 North Mount Prospect Road  
Des Plaines, Illinois  
(PIN: 09-19-300-013-0000)

**Table A: Estimated Taxes if 6B Renewal is Granted**

Tax Year	Estimated Market Value of the Property	Assessment Level	Estimated Assessed Value of the Property	2015 Tax Rate	2015 Equalization Factor	Estimated Total Taxes	Estimated Total Taxes Per Square foot
2017	\$30,346,740	10%	\$3,034,674	11.3290%	2.6685	\$917,426	\$4.01

**Note 1:** The subject property's Initial 2016 assessment is \$304,674 (with a market value of \$30,346,740).

**Note 2:** Please note that the 2015 tax rate and multiplier were not increased to account for possible increases in the future.

**Note 3:** The Estimated total taxes per square foot assumes two building that are collectively 228,603 square feet.

**Table B: Estimated Taxes if 6B Renewal is not Granted**

Tax Year	Estimated Market Value of the Property	Assessment Level	Estimated Assessed Value of the Property	2015 Tax Rate	2015 Equalization Factor	Estimated Total Taxes	Estimated Total Taxes Per Square foot
2017	\$30,346,740	25%	\$7,586,685	11.3290%	2.6685	\$2,293,564	\$10.03

**Note 1:** The subject property's Initial 2016 assessment is \$304,674 (with a market value of \$30,346,740).

**Note 2:** Please note that the 2015 tax rate and multiplier were not increased to account for possible increases in the future.

**Note 3:** The Estimated total taxes per square foot assumes two building that are collectively 228,603 square feet.

**Table C: Estimated Taxes of a Similar Property Located in DuPage County**

Tax Year	Estimated Market Value of the Property	Assessment Level	Estimated Assessed Value of the Property	2015 Tax Rate	2015 Equalization Factor	Estimated Total Taxes	Estimated Total Taxes Per Square foot
2017	\$30,346,740	33%	\$10,014,424	8.2259%	1.0000	\$823,777	\$3.60

**Note 1:** The subject property's Initial 2016 assessment is \$304,674 (with a market value of \$30,346,740).

**Note 2:** Please note that the 2015 tax rate and multiplier were not increased to account for possible increases in the future.

**Note 3:** The Estimated total taxes per square foot assumes two building that are collectively 228,603 square feet.

**Note 4:** The 2015 Tax Rate obtained from neighboring DuPage County property located at 925 West Thorndale Avenue, Itasca, IL (PIN 03-06-400-002).

The above estimates are speculative, and should be treated as such.

**MAKE CHECK PAYABLE TO: DU PAGE COUNTY COLLECTOR – SEND THIS COUPON WITH YOUR 1<sup>ST</sup> INSTALLMENT PAYMENT OF 2015 TAX**

MAIL PAYMENT TO P O BOX 4203, CAROL STREAM, IL 60197-4203  
 PAY ON-LINE AT [treasurer.dupageco.org](http://treasurer.dupageco.org)  
 SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

\*\*\* DUPLICATE BILL \*\*\*

03-06-400-002  
 PROLOGIS THIRD US PROP LP  
 C/O CRANE AND NORCROSS  
 2 N LA SALLE ST NO 900  
 CHICAGO IL 60602

\$58,535.51 PAID JUNE 01, 2016

1

<b>ON OR BEFORE:</b> JUNE 1, 2016	<b>PAY:</b> 58,535.51
<b>PAYING LATE?</b>	<b>PAY THIS AMOUNT:</b>
JUN 2 THRU 30	59,413.54
JUL 1 THRU 31	60,291.58
AUG 1 THRU 31	61,169.61
SEP 1 THRU 30	62,047.64
OCT 1 THRU 31	62,925.67
NOV 1 THRU 16	63,803.71

U.S. POSTMARK IS USED TO DETERMINE LATE PENALTY.

PAYMENT OF THIS 2015 TAX BILL AFTER OCTOBER 31, 2016, REQUIRES A CASHIER'S CHECK, CASH OR MONEY ORDER.

CHECK BOX AND COMPLETE CHANGE OF ADDRESS ON BACK

**NO PAYMENT WILL BE ACCEPTED AFTER NOV. 16, 2016**

**MAKE CHECK PAYABLE TO: DU PAGE COUNTY COLLECTOR – SEND THIS COUPON WITH YOUR 2<sup>ND</sup> INSTALLMENT PAYMENT OF 2015 TAX**

MAIL PAYMENT TO P O BOX 4203, CAROL STREAM, IL 60197-4203  
 PAY ON-LINE AT [treasurer.dupageco.org](http://treasurer.dupageco.org)  
 SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

\*\*\* DUPLICATE BILL \*\*\*

03-06-400-002  
 PROLOGIS THIRD US PROP LP  
 C/O CRANE AND NORCROSS  
 2 N LA SALLE ST NO 900  
 CHICAGO IL 60602

2

<b>ON OR BEFORE:</b> SEPT 1, 2016	<b>PAY:</b> 58,535.51
<b>PAYING LATE?</b>	<b>PAY THIS AMOUNT:</b>
SEP 2 THRU 30	59,413.54
OCT 1 THRU 31	60,291.58
NOV 1 THRU 16	61,179.61 *

\*INCLUDES \$10 COST. SEE BACK OF BILL FOR EXPLANATION

U.S. POSTMARK IS USED TO DETERMINE LATE PENALTY.

PAYMENT OF THIS 2015 TAX BILL AFTER OCTOBER 31, 2016, REQUIRES A CASHIER'S CHECK, CASH OR MONEY ORDER.

CHECK BOX AND COMPLETE CHANGE OF ADDRESS ON BACK

**NO PAYMENT WILL BE ACCEPTED AFTER NOV. 16, 2016**

2030640000233088000585355192

Rate 2014	Tax 2014	Taxing District	Rate 2015	Tax 2015
		** COUNTY **		
.1237	1,679.78	COUNTY OF DU PAGE	.1185	1,686.49
.0267	362.57	PENSION FUND	.0256	364.33
.0411	558.11	COUNTY HEALTH DEPT	.0400	569.28
.0142	192.82	PENSION FUND	.0130	185.01
.1568	2,129.26	FOREST PRESERVE DIST	.1508	2,146.18
.0123	167.02	PENSION FUND	.0114	162.24
.0196	266.15	DU PAGE AIRPORT AUTH	.0188	267.56
		** LOCAL **		
NO LEVY		DU PAGE WATER COMM	NO LEVY	
.0682	926.12	ADDISON TOWNSHIP	.0665	946.42
.0056	76.04	PENSION FUND	.0052	74.00
.1045	1,419.05	ADDISON TWP ROAD	.1018	1,448.81
.0081	82.83	PENSION FUND	.0057	81.12
.4123	5,598.82	VLG OF ITASCA	.3439	4,894.38
.1356	1,841.38	PENSION FUND	.1645	2,341.16
.2884	3,916.32	VLG ITASCA LIBR	.2715	3,863.98
.0284	385.65	PENSION FUND	.0228	324.48
NO LEVY		ITASCA ST & BR-ADDSN	NO LEVY	
.5405	7,339.71	ITASCA PARK DIST	.5072	7,218.47
.0445	604.28	PENSION FUND	.0509	724.40
.7686	10,437.20	ITASCA FIRE DIST	.7238	10,301.12
.1748	2,373.69	PENSION FUND	.1781	2,534.71
		** EDUCATION **		
2.5902	35,173.62	GRADE SCHOOL DIST 10	2.4372	34,686.23
.0745	1,011.67	PENSION FUND	.0665	946.42
2.6293	35,704.57	HIGH SCHOOL DIST 108	2.5466	36,243.21
.0790	1,072.78	PENSION FUND	.0770	1,095.86
.2975	4,040.04	COLLEGE DU PAGE 502	.2786	3,965.16
8.6424	117,359.48	TOTAL	8.2259	117,071.02

Mailed to:  
**PROLOGIS THIRD US PROP LP**  
**C/O CRANE AND NORCROSS**  
**2 N LA SALLE ST NO 900**  
**CHICAGO IL 60602**

Property Location:  
**925 W THORNDALE RD**  
**ITASCA, 60143**

Township Assessor:  
**ADDISON**  
**630-530-8161**

Tax Code:  
**3088**

Property Index Number:  
**03-06-400-002**

Unpaid Taxes Due: **NO**

TIF Frozen Value	
Fair Cash Value	
Land Value	634,700
+ Building Value	788,500
= Assessed Value	1,423,200*
x State Multiplier	1.0000
= Equalized Value	1,423,200
- Residential Exemption	
- Senior Exemption	
- Senior Freeze	
- Disabled Veteran	
- Disability Exemption	
- Returning Veteran Exemption	
- Home Improvement Exemption	
- Housing Abatement	
= Net Taxable Value	1,423,200
x Tax Rate	8.2259
= Total Tax Due	117,071.02

**CHANGE OF NAME/ADDRESS:  
 COUNTY CLERK 630-407-5540**

\* S OF A FACTOR 1.0000  
 1st INST PAID JUNE 01, 2016  
 2nd INST DUE ON SEPT 1, 2016

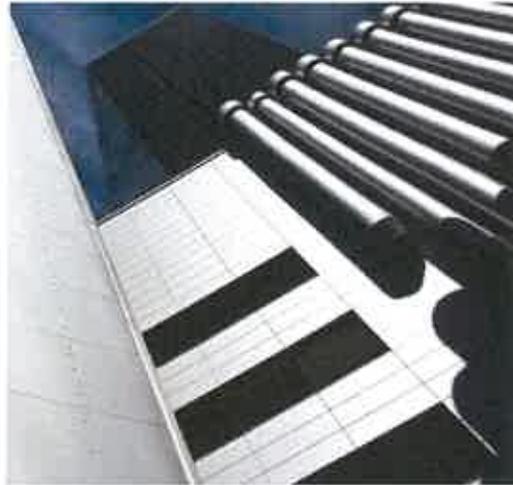


2015 DuPage County Real Estate Tax Bill  
 Gwen Henry, CPA, County Collector  
 421 N. County Farm Road  
 Wheaton, IL 60187

Office Hours – 8:00 am–4:30 pm, Mon–Fri  
 Telephone – (630) 407-5900

2014 \$1,357,950 Assessed Value 2015 \$1,423,200

# NAIOP Terms and Definitions: North American Office and Industrial Market



Prepared for the  
NAIOP Research Foundation

## About NAIOP

NAIOP, the Commercial Real Estate Development Association, is the nation's leading organization for developers, owners and related professionals in office, industrial and mixed-use real estate. NAIOP comprises more than 15,500 members in North America. NAIOP advances responsible commercial real estate development and advocates for effective public policy. For more information, visit [www.naiop.org](http://www.naiop.org).

The NAIOP Research Foundation was established in 2000 as a 501(c)(3) organization to support the work of individuals and organizations engaged in real estate development, investment and operations. The Foundation's core purpose is to provide these individuals and organizations with the highest level of research information on how real properties, especially office, industrial and mixed-use properties, impact and benefit communities throughout North America. The initial funding for the Research Foundation was underwritten by NAIOP and its Founding Governors with an endowment fund established to fund future research. For more information, visit [www.naiopr.org](http://www.naiopr.org).

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There are many ways to give to the Foundation and support projects and initiatives that advance the commercial real estate industry. If you would like to do your part in helping this unique and valuable resource, please contact Bennett Gray, senior director, at 703-904-7100 ext. 168, or [gray@naiop.org](mailto:gray@naiop.org).

Requests for funding should be submitted to [research@naiop.org](mailto:research@naiop.org). For additional information, please contact Elizabeth Sherrod, NAIOP Research Foundation, 2201 Cooperative Way, Herndon, VA, 20171, at 703-904-7100, ext. 124 or [sherrod@naiop.org](mailto:sherrod@naiop.org).

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**It should be noted that there are differences in how buildings are measured with regard to availability, vacancy, inventory, etc. which explain variations in market data reported by major brokerage firms and data providers. In some cases, local market providers should be consulted.**

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### SPECIAL THANKS TO:

The NAIOP Research Foundation for funding this project. Thanks to the members of the original Task Force and the National Research Directors who so freely gave their time and talents to this project and for their willingness to consider these definitions as a standard for the real estate industry.



## NAIOP Terms and Definitions: North American Office and Industrial Market

In 2004, the NAIOP Research Foundation funded a standardization project that would define selected office and industrial real estate terms commonly used by owners, brokers, developers and others in their day-to-day business operations. To accomplish this task, NAIOP assembled a Task Force consisting of representatives from a cross-section of NAIOP's membership including developers, investors, financiers, and brokerage and research organizations. A Project Team, spearheaded by Deloitte Consulting LLC, and also consisting of members of NAIOP's senior management and industry consultants, gathered and constructed definitions and solicited comments and recommendations from the Task Force.

Definitions for selected commonly used office and industrial terms were gathered from real estate associations, research organizations, developers and technology providers. For certain terms, existing definitions provided from these groups were incorporated as-is, with attribution. For other terms, new definitions were constructed. During the period 2008-2010, a group of National Research Directors reviewed the office and industrial definitions and updated them to reflect current practices and information.

The standardized terminology documents are available on the NAIOP website at:  
<http://www.naiop.org/en/Research/Our-Research/Research-Reports.aspx>.

Yours truly,  
**Thomas J. Bisacchino**  
President and CEO

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## Preface

The purpose of a standard is to provide clear and understandable communication of information and facilitate consistent measurement and aggregation of results. Standards for the commercial real estate industry continue to evolve as the industry strives for transparency. The definitions contained herein were developed with the primary goals of transparency, effective communication and a narrowing of the practice in the forefront.

The definitions are grouped into various clusters to facilitate an understanding of the interrelationships among the terms. In addition, within each cluster, the definitions are listed in an order which the Task Force and National Research Directors believed was most relevant. For example, definitions within Development Status Terminology are listed in the order of the life cycle of a development project. For reference purposes we have also provided an alphabetical Index of Terms, which is located in the back of the document.

NAIOP urges all its members and others in the office building industry to adopt the definitions in this document as standard. Furthermore, in circumstances when local custom or individual transactions differ from the standard definitions, we encourage the industry to embrace the recommendations to disclose these differences in the interest of clear communication and transparency of information.

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North American Office and Industrial Market  
**Bold** indicates term defined in this glossary.

# Development Status Terminology

The following chart illustrates the key definition components within the selected Development Status terms. See the following definitions for further explanation and clarification.

## Development Status Terminology Timeline

Proposed/Planned	Construction Starts	Under Construction	Delivered	Becomes Inventory
Development announced	Construction initiated	Groundbreaking; Site excavation; Foundation work	Construction completed	(see measurement terms)
Construction not started	Groundbreaking; Site preparation	Ongoing construction	COO issued	
Subjective criteria		Major renovation No certificate of occupancy (COO)		

**The following statement must be true:**

- Beginning balance of Under Construction
- + Construction Starts during the period
- + Properties commencing Conversion to office during the period
- Deliveries for the period
- = Under Construction at the end of the period

### **Proposed/Planned**

The status of a building that has been announced for future development but not yet started construction. The probability of successfully completing any individual development is difficult to determine at this stage. Criteria for inclusion in this data set are somewhat subjective.

### **Construction Starts<sup>1</sup>**

The total number of buildings or square feet where construction has been initiated as defined by the actual ground breaking. (See **Under Construction.**)

### **Site Preparation**

Site work done before groundbreaking. Typically, leveling ground construction permits are issued prior to the “under construction” phase.

### **Year Built**

The year the building delivered to the market due to completed construction.

***Under Construction***

Buildings where either: a.) actual ground breaking has occurred (site excavation or foundation poured) and construction is ongoing (not abandoned or discontinued) but for which a certificate of occupancy (COO or CO) has not yet been issued; or b.) properties undergoing **conversion** to office from another use; or c) properties undergoing a major **renovation** where 75% or more of the building is not available for lease and the building generally requires a certificate of occupancy (COO or CO) to be made available for lease.

***Delivered***

Total square footage and/or number of buildings that have completed construction (status changing from **under construction** to **inventory**) and received a certificate of occupancy (COO or CO) during a stated period. Once a certificate of occupancy has been issued, the property will be considered delivered whether or not tenants have occupied the space. (*Synonyms: Completion; New Supply*)

***Conversion***

A general term applied to the change in usage of space. Space being converted is removed from current **inventory** and included in the **under construction** statistics for its planned use. (Example: An office building being converted to an apartment will be removed from current office **inventory** and included in the total of apartment space **under construction**.)

***Mixed-Use Development***

An income-producing property that comprises multiple significant uses within a single site or building such as retail, office, residential or lodging facilities. Example: Office buildings that contain ground-level retail and housing; sites that have separate office, retail and multi-family properties.

***Retrofit***

Involves more functional and substantial changes to modernizing building systems such as HVAC, security, fire alarms and energy management. The tenant doesn't move out and the square feet and space use doesn't change. (*Synonym: Renovation*) *Adaptive re-use refers to a process of retrofitting old buildings for new uses which allows structures to retain the building's integrity while meeting the needs of modern occupants.*

***Renovation/Redevelopment***

A general term applied to the process of upgrading an existing improvement. **A qualifying question is whether the renovation changed the building class.** Renovations are included in **under construction** if the renovation is major, that is, where 75% or more of the building is not available for lease and the building generally requires a certificate of occupancy (COO or CO) to be made available for lease. Conversely, if less than 75% of the building is undergoing renovation, the building remains in **total inventory**.

# Measurement Terminology

*It should be noted that there are differences in how buildings are measured with regard to availability, vacancy, inventory, etc. which explain variations in market data reported by major brokerage firms and data providers. In some cases, local market provider should be consulted.*

## **Total Inventory**

Total inventory is the total square footage of **net rentable area** in a specific market. It includes the **net rentable area** in buildings that have received a certificate of occupancy (COO or CO). (See **delivered**.) Total inventory increases when a new building is delivered and decreases when an existing building is destroyed, demolished or its use changes. Total inventory includes office properties under **renovation** when the renovation is not major and excludes office properties undergoing **conversion**. *Consult your local market for more detailed information on this term.*

Market analysts often create statistical subsets of inventory. Inventory analysis in certain markets may exclude selected building types or attributes such as minimum size thresholds, government, medical, single tenant or owner occupied buildings. Disclosure of the elements of a competitive inventory subset including market boundaries is required. (Synonym: Stock) *Note: Inventory counts for stock; net rentable area counts for absorption*

## **Cap Rate**

Short for capitalization rate. Unleveraged initial yield on the investment expressed as the annual Net Operating Income divided by the property price (or asking sales price).

## **Competitive Inventory**

Single and multi-tenant buildings that are on the market available for occupancy.

## **Energy Star**

Also referred to as an "EPA rating" or an "Energy Star rating," the rating is a standardized national benchmark that helps architects and building owners assess energy use relative to similar buildings in the program. An Energy Star qualified building means the building meets EPA criteria for energy efficiency and displays the Energy Star building label.

## **Green Globes**

Founded in Canada in 1996, Green Globes® is a green building guidance and assessment program that offers a way to advance the overall environmental performance and sustainability of commercial buildings. After achieving a threshold of at least 35 percent of the total number of 1,000 points, new and existing commercial buildings can be certified for their environmental achievements and sustainability by pursuing Green Globes certification that assigns a rating of one to four globes. See [www.thegbi.org/green-globes-tools/default.asp](http://www.thegbi.org/green-globes-tools/default.asp)

## **Government Office Building**

A building which is owned by public sector agencies.

***Gross Building Area***

The total floor area of a building usually measured from its outside walls. Rentable area can change but the building size is always the same square footage.

***LEED (Leadership in Energy and Environmental Design)***

LEED® is a third-party certification program under the U.S. Green Building Council (USGBC). It is a nationally accepted benchmark for the design, construction and operation of high performance sustainable buildings. Certification levels are Certified, Silver, Gold and Platinum and based on points obtained in seven areas: Sustainable Sites; Water Efficiency; Energy & Atmosphere; Material & Resources; Indoor Environmental Quality; Innovation in Design. See [www.usgbc.org](http://www.usgbc.org)

***Medical Office Building<sup>2</sup>*** (also referred to as MOB)

A building which consists of 90% or greater medical tenancy.

***Multi-tenant Office Building***

A building for which there are multiple lease obligations and less than 90% of which may be owner occupied.

***Owner Occupied Office Building***

Buildings that are occupied by the owner and generally not counted in total inventory.

***Single-tenant Office Building***

A building for which there is a single lease obligation or is 100% owner occupied.

***Submarket***

Specific geographic boundaries that delineate core areas within a market area. Submarkets are non-overlapping, contiguous geographic designations having a cumulative sum that matches the boundaries of the market they are located within. Submarkets are defined by distinct boundaries dependent on market factors such as a core of competitive buildings.

***Rentable Building Area***

The total square footage of a building that can be occupied by, or assigned to a tenant for the purpose of determining a tenant's rental obligation. Generally RBA includes a percentage of common areas including all hallways, main lobbies, bathrooms and telephone closets. (Synonym: *Gross Building Area*)

***Usable Area***

SEE "STANDARD METHOD FOR MEASURING FLOOR AREA IN OFFICE BUILDINGS" (An American National Standard) Approved June 7, 1996 by American National Standards Institute, Inc. Secretariat Building Owners and Managers Association International REF: ANSI/BOMA Z65.1-1996). The document is available for sale on both the ANSI ([www.ansi.org](http://www.ansi.org)) and BOMA ([www.boma.org](http://www.boma.org)) websites.

# Space Use Terminology

## ***Biotech space***

Highly specialized laboratory or research and development space in a structure that may include office space to support the operation of the technology in the building. The space is uniquely configured and developed to the needs of the biotech tenant and may require significant retrofit should the tenant vacate the space.

## ***Office Building***

A property providing environments conducive to the performance of management and administrative activities, accounting, marketing, information processing, consulting, human resources management, financial and insurance services, educational and medical services and other professional services.<sup>3</sup> At least 75% of the interior space is designed and finished to accommodate office usage but the space may include other usage.

## **Office Building Types:**

**Low-rise:** fewer than seven stories above ground level.

**Mid-rise:** Between seven and 25 stories above ground level.

**High-rise:** Higher than 25 stories above ground level.<sup>4</sup>

Disclosure of the number of stories in the building is recommended.

## ***Office Condos***

Individual units for lease or sale in a multi-tenant low-rise office building, typically a flex type structure of two stories.

## ***Office Park***

A group of two or more properties that are contiguous (i.e., Real Capital Analytics counts the sale of ten buildings in the same park as one sale). (*Synonym: office campus*)

# Industrial Building Types

See the matrix on page 12 for typical Industrial Building Characteristics by building types for determining the appropriate classification of an **Industrial Building** as **Manufacturing**, **Warehouse** or **Flex**.

## **Industrial Building**

A facility in which the space is used primarily for research, development, service, production, storage or distribution of goods and which may also include some office space. Industrial buildings are further divided into three primary classifications: **manufacturing**, **warehouse** and **flex** buildings. Typical characteristics of the different types of Industrial Buildings are shown in the matrix. Buildings must exhibit more than one of the characteristics but need not exhibit all characteristics to be considered under a specific classification.

## **Manufacturing Building<sup>5</sup>**

A facility used for the conversion, fabrication and/or assembly of raw or partly wrought materials into products/goods. Typical characteristics are shown in the matrix.

## **Warehouse**

A facility primarily used for the storage and/or distribution of materials, goods, and merchandise. Typical characteristics are shown in the matrix.

## **Distribution Building**

A type of **warehouse** facility designed to accommodate efficient movement of goods. Typical characteristics are shown in the matrix.

## **Truck Terminal<sup>6</sup>**

A specialized **distribution building** for redistributing goods from one truck to another as an intermediate transfer point. These facilities are primarily used for staging loads (rather than long-term storage) and possess very little if any storage area. Typical characteristics are shown in the matrix.

## **Flex Facility**

As its name suggests, an **industrial building** designed to allow its occupants flexibility of alternative uses of the space, usually in an industrial park setting. Specialized flex buildings include **service center/showroom** properties. Typical characteristics are shown in the matrix.

## **Service Center/Showroom**

A type of **flex facility** characterized by a substantial showroom area, usually fronting a freeway or major road. Typical characteristics are shown in the matrix.

## Industrial Building Types *continued*

Primary Type	Building Type					
	Manufacturing	Warehouse			Flex	
	General Purpose	General Purpose Warehouse	General Purpose Distribution	Truck Terminal	General Purpose Flex	Service Center/Showroom
Primary Use	Manufacturing	Storage, Distribution	Distribution	Truck Trans-shipment	R&D, Storage, Office, Lab, Light Mfg, High Tech Uses, Data/Call Center	Retail Showroom, Storage
Sub-Sets	Heavy, Light Manufacturing	Bulk Warehouse, Cold/Refrigerator Storage, Freezer Storage, High-Cube	Overnight Delivery Services, Air Cargo	Heavy, Light Manufacturing		
Size (SF)	Any	Any	Any	Any	Any	Any
Clear Height (ft)	10+	16+	16+	12-16	10-24	Any
Loading Docks/Doors	Yes	Yes	Yes	Cross-dock	Yes	Yes
Door-to-Square-Foot Ratio	Varies	1:5k-15k	1:3k-10k	1:500-5k	1:15k+	1:10k
Office Percentage	<20%	<15%	<20%	<10%	30-100%	30+%
Vehicle Parking Ratio	Varies	Low	Low	Varies	High	High
Truck Turning Radius (ft)	130	130	120-130	130	110	110

NOTE: This matrix is intended to be an aid in classifying properties between the principal industrial building types, subject to the following considerations:

- These are intended to be TYPICAL characteristics of different properties, but actual characteristics may vary.
- In classifying properties, the user should select the classification which most closely fits a given property.
- The most important characteristics of each type are highlighted. While these characteristics are not "acid tests," they should guide the user in most instances.
- Divisibility varies depending on building size and configuration.
- Truck turning radius is an important consideration and varies by building size. Large pure distribution facilities have a turning radius of 130 feet; medium to large facilities are 120 feet and smaller facilities are typically 110 feet.

### Manufacturing

A facility used for the conversion, fabrication and/or assembly of raw or partly wrought materials into products/goods.

### Warehouse

A facility primarily used for the storage and/or distribution of materials, goods and merchandise.

### Flex

An industrial building designed to allow its occupants flexibility of alternative uses of the space, usually in an industrial park setting.

### Truck Turning Radius

The tightest turn a truck can make depending on several variables of truck configuration, trailer size and location of adjacent objects that obstruct the inner turn radius.

# Space Availability Terminology

## ***Pre-Leased Space***<sup>7</sup>

Restricted to Under Construction The amount of space in a building that has been leased prior to its construction completion date, or certificate of occupancy (COO or CO) date. Disclosure of whether **proposed/planned** projects are tracked in any data statistic of pre-leased space is recommended. Consult your local market for more detailed information on this term.

## ***Available Space***<sup>8</sup>

The total amount of space that is currently being marketed as available for lease or for user/investment sale at a point in time. It includes space that is available, regardless of whether the space is **vacant, occupied**, available for **sublease**, or available at a future date. Available Space excludes **shadow space**. If sub-tenant space is excluded from the calculation, the term Direct Available Space is recommended.

## ***Direct (new) space***

Space that is being offered for lease directly from the landlord or owner of a building, not space being offered by another tenant in the building trying to sublet a space that has already been leased.

## ***Direct Vacancy Rate***

A measurement expressed as a percentage of the total amount of physically vacant space divided by the total amount of existing inventory. Space being built is not included in vacancy calculations.

## ***Leased Space***

Leased space includes all space under contract, regardless of whether the space is currently **occupied** by a tenant. Leased space need not be physically **occupied**; it also includes space being offered for **sublease**. If sub-tenant space is excluded from the calculation, the term Direct Leased Space is recommended.

## ***Master lease***

The controlling lease identifying the terms and length of the lease.  
*Note: Subleases cannot extend beyond the term of the master lease.*

## Space Availability Terminology *continued*

### ***Occupied Space***

Space that is occupied by a tenant, subtenant or owner. The total amount of occupied space is calculated by subtracting the amount of **vacant space** from the amount of **inventory**. If subtenant space is excluded from the calculation the term Direct Occupied Space is recommended. Disclosure of whether **owner occupied buildings** are included in any data statistic of occupied space is recommended. *(Synonym: Total Occupied Space)*

### ***Relet space***

Sometimes called second generation space, refers to existing space that has previously been occupied by another tenant.

### ***Shadow Space***

That portion of **leased space** which is **vacant** but not **available space**. Shadow space is difficult to measure. *(Synonym: Phantom Space)*

### ***Sublease Space***<sup>9</sup>

Sublet space that is available for sublease by a tenant (the "Sub-Lessor") to another lessee (the "Sub-Lessee") for a term equal to or shorter than that held by the tenant under its original lease with the landlord.

### ***Vacant Space***

**Inventory** that is not currently **occupied**. If sub-tenant space is excluded from the calculation, the term Direct Vacant Space is recommended. *(Synonym: Total Vacant Space)*

### ***Vacancy Rate***

A measurement expressed as a percentage of the total amount of **vacant space** divided by the total amount of **inventory**. This measurement can be applied to either an individual building or an aggregation. If sub-tenant space is excluded from the calculation, the term Direct Vacancy Rate is recommended. *(Synonym: Overall Vacancy Rate)*

## **Brick**<sup>10</sup>

A small solid masonry unit of clay or shale formed into a rectangle and burned or fired in a kiln.

## **Concrete Block**

A small modular structural component of a building made of pre-cast concrete. (*Synonyms: Cinder Block, Concrete Masonry Unit (CMU)*)

## **Split-Face Block**

A **concrete block** molded with two units face-to-face and subsequently split apart. This process allows a more finished appearance on the exposed surface.

## **Brick & Block**

A building with the exterior facade made of a combination of **brick** and **concrete block**.

## **Brick & Glass**

A building with the exterior facade made of a combination of **brick** and glass.

## **Metal Building**

A building with an exterior facade primarily made of metal (typically steel or aluminum).

## **Pre-Cast Construction**

A construction technique in which concrete panels are manufactured off-site and transported to the site for assembly into a building.

## **Tilt-Up Construction**

A construction technique in which concrete panels for structural support for the buildings are cast at the site and hoisted, or tilted, upright into vertical position. Although it is possible that a **pre-cast** panel would be similarly tilted into position, the term **tilt-up** is reserved for panels cast on site.

## **Masonry Construction**

A construction technique in which materials, usually **brick** or **concrete block**, are stacked and grouted together to form walls that bear the weight of the structure.

# Industrial Building Characteristics – Exterior Building Characteristics

## ***Loading Dock***

An elevated platform at the shipping or delivery door of a building; usually at the same height as the floor of a motor truck or railroad car to facilitate loading or unloading. These doors can be exposed on the outside wall of the building or covered with a canopy or other construction to cover or protect the loading area.

## ***Cross Dock***

A loading dock situated along two walls of the same building where goods are transferred from vehicle to vehicle for further distribution.

## ***Side-Loading Dock***

A **loading dock** configuration designed to facilitate the loading and unloading of a vehicle through its side.

## ***Dock-High Door***

An elevated **loading dock** door which usually opens at a height of four feet from the **truck court** level (the standard tractor trailer height). Some doors called **semi-dock** or **half dock** are constructed at a two-foot height to accommodate smaller-sized delivery trucks.

## ***Drive-In Door***

A door through which trucks, forklifts, and other machinery or vehicles can enter and exit without a change in elevation.

## ***Ramp Door***

A dock-high door that has been converted to a **drive-in door** by creating a ramp from ground level to dock level.

## ***Rail Door***

A door, generally side-loading, with access to railroad tracks, that facilitate the loading or unloading of railroad cars directly to or from the building.

## ***Door-to-Square-Foot Ratio***

The ratio of the total number of **loading docks** and **drive-in doors** to building square feet.

## ***Truck Court***<sup>11</sup>

An area adjacent to a building's **loading docks** comprising the loading and truck maneuvering areas. The most important measure of the truck court is the depth from the building to the end of the truck court, as this will impact truck maneuverability.

**Apron**

The area, within the **truck court**, where trucks are parked for loading and unloading. This area will be paved with more durable material than the rest of the truck court (e.g. concrete or other structural reinforcement vs. asphalt) to withstand the heavy loads being parked there.

**Automobile Parking Ratio**

Ratio of available standard parking spaces to the gross leaseable area of a property. Varies by property use with labor-intensive operations needing higher parking ratios.

---

Industrial Building  
Characteristics –  
Interior  
Building  
Characteristics

**Bay**

The interior building space between columns.

**Bay Depth**

The distance from the front of the **bay** to the back of the **bay**.

**Bay Width**

The distance from one side of the **bay** to the other.

**Column Spacing**<sup>12</sup>

The distance between posts or vertical supporting beams in the warehouse section of an **industrial building**. Column spacing defines the size of the **bay** and is usually expressed as width x depth.

**Clear Height**

Distance from the floor to the lowest hanging ceiling member or hanging objects, beams, joists or truss work descending down into a substantial portion of the industrial work area. This is the most important measure of the interior height of an industrial building because it defines the minimum height of usable space within the structure. (*Synonyms: Clear Headway, Clearance*)

**Ceiling Height**

Distance from the floor to the inside overhead upper surface of the room. This measure will be higher than any hanging objects, beams, joists or truss work, unless there is a dropped ceiling.

**Truss**

A framework of beams forming a rigid structure (as a roof truss).

**Truss Height**

Distance from the floor to the bottom edge of any **truss** used to support the ceiling or roof of a building. If there are hanging objects, beams or joists below the truss the **clear height** will be lower than the **truss** height.

## Industrial Building Characteristics - Interior Building Characteristics *continued*

### ***Super Flat Floors***

Concrete floors with minimal variations in elevation from point to point. These floors are primarily found in automated **warehouses** where picking machinery and closely spaced racks mandate the need for level flooring to insure proper operation of the warehousing machinery. Super Flat Floors are specified according to the "F-Number System" which is governed by **The American Concrete Institute** (# 117) and **Canadian Standards Association** (# A23.1) standards for the specification and measurement of concrete floor flatness and levelness.

### ***Office Percentage***

The percentage of an industrial property that is built out for office use. When **mezzanine office** is built above space that would otherwise be an industrial work area, this additional square footage is not counted in the total square footage of the building.

### ***Mezzanine Office***

An office build-out on an intermediate floor that is smaller than the main floor. When mezzanine office is built above space that would otherwise be an industrial work area this additional square footage is not counted in the total square footage of the building.



## Transaction Terminology

### **Gross Absorption**<sup>13</sup>

Expressed in total square footage, gross absorption is the total change in **occupied space** over a given period of time, counting space that is **occupied** but not space that is **vacated** by tenants. The inclusion (Total Gross Absorption) or exclusion (Direct Gross Absorption) of **sublease space** must be disclosed. Gross absorption differs from **leasing activity**, which is based on the lease signed date and is the sum of all **space leased** over a certain period of time.

### **Net Absorption**

The net change in **occupied space** in a given market between the current measurement period and the last measurement period. Net absorption can be either positive or negative and must include decreases as well as increases in **inventory** levels. It is recommended to disclose the inclusion (Total Net Absorption) or exclusion (Direct Net Absorption) of **sublease space** in any calculation of net absorption.

### **Leasing Activity**

Leasing activity is the sum total of the square footage of space that is committed to and signed under a lease obligation for a specified building or market in a given period of time, without regard to actual occupancy status. It includes direct leases, **subleases**, renewals, and expansions of existing leases. If sub-tenant space is excluded from the calculation, the term Direct Leasing Activity is recommended. Leasing activity also includes any preleasing activity in **under construction**, **planned** buildings or under **renovation** buildings.

### **Takeup**

When the space is physically occupied. (*Synonym for leasing activity*)

**Bold** indicates term defined in this glossary.

## Lease and Rental Rate Terminology

### ***Asking Rent***

The dollar amount asked by landlords for available space, expressed in dollars per square foot per year in most part of the country and dollars per square foot per month in areas of California and selected other markets. Buildings will have an average asking rent for available space. Usually a point of departure for negotiations between landlords and tenants. (*Synonym: Face Rate*)

### ***Concessions***

In negotiations to attract tenants, a landlord will sometimes grant concessions. These most often take the form of free rent but may also include lease buyouts, moving allowances and above-standard tenant improvement allowances. In a hot real estate market concessions are difficult to negotiate.

### ***Contract Rent***

The lease rates appearing in a signed contract of the lease. Typically the contract rate is the first year as opposed to the average rate over the term of the lease.

### ***Gross Lease<sup>14</sup>***

A lease in which the landlord receives stipulated rent and is obligated to pay all or most of the property's operating expenses and real estate taxes. Disclosure of the specified costs of operation is required. (*Synonym: Full Service Lease*)

### ***Modified Lease<sup>15</sup>***

A lease in which the landlord receives a stipulated rent and the payment of the property's operating expenses are divided between the lessor and lessee via specified terms in the lease; also called Modified Gross, Net-Net (Double Net), Net-Net-Net (Triple Net), etc., depending on the degree to which the tenant or landlord are responsible for operating costs.

### ***Net Lease<sup>16</sup>***

A lease in which the tenant pays all property operating expenses in addition to the stipulated rent. Disclosure of the specific expenses to be paid directly by the tenant is required.

### ***Net Effective Rent***

Expressed in dollars per square foot per month, it is all the concessions given by a landlord to entice tenants to lease space plus escalations and, in some cases, broker commissions. (*Synonym: Landlord Effective Rent*)

## Lease and Rental Rate Terminology *continued*

### **Net Effective Rent *continued***

(CoStar) Effective rent equals contract rent less free rent and any cash allowances such as a lease buyout or moving allowance. Escalations written into the lease are included in the calculation of effective rent. Tenant improvement allowances and brokerage commissions are not subtracted from the contract rate in calculating effective rent. (This definition is equivalent to the tenant effective rent. A landlord or lender would likely include all tenant improvement allowances and brokerage commissions in calculating effective rent.)

### **Effective Rent Calculation:**

- Effective Rent = (total rent – free rent – cash allowances)/lease term/rentable sf
- Total Rent = rent paid during the term of the lease including escalations
- Cash Allowances include free rent, moving allowances and other cash considerations

**Assumptions:** 5,000-square-foot lease  
36 months  
\$25 Contract rate w/\$0.50 annual escalations  
1 month free rent (first month)

	<b>Formulas</b>	<b>Total Rent</b>
Year 1 (11 months)	$\$25.00 \times 5,000 \text{ sf} \times (11/12) =$	\$114,583
Year 2 (12 months)	$\$25.50 \times 5,000 \text{ sf} =$	\$127,500
Year 3 (12 months)	$\$26.00 \times 5,000 \text{ sf} =$	\$130,000
<b>Total Rent/Consideration</b>		<b>\$372,083</b>

### **Straight-Line Rent**

The accumulation of rental income (including months that have free rent, discounted rent and fixed rent increases) divided by the term of the lease will give you a straight line rent. Straight-line rent provides a way to compare rents on various properties using a consistent methodology.

### **Triple Net Lease (NNN)**

The tenant pays taxes, maintenance and property insurance and all costs associated with their occupancy, including personal property taxes, janitorial services and all utility costs. The landlord is responsible for the roof and the structure and sometimes the parking lot.

# Office Building Classifications

A subjective classification system that divides buildings into three categories: Class A, Class B and Class C. **Building Classifications** differentiate among buildings within a relevant market area and are primarily based on quoted rents, building systems and services, tenant and building finish and location. Buildings must exhibit more than one of the characteristics but need not exhibit all of the characteristics to be considered under a specific classification.

*The following matrix illustrates the primary considerations for determining classification of office buildings as either Class A, B or C.*

	Class A	Class B	Class C
<b>Rents</b>	Asking gross rents are based on a specified range between the top 30-40% of the office rents in the marketplace.	Asking gross rents are based on a specified range between the asking gross rents for Class A and Class C space.	Asking gross rents are based on a specified range between the bottom 10-20% of the office rents in the marketplace.
<b>Location</b>	Excellent, well located.	Average to good location.	Less desirable location. Depend chiefly on lower price to attract tenants.
<b>Building Systems</b>	The mechanical, elevator, HVAC and utility systems have capacities to deliver services that <b>meet both current tenant requirements and anticipated future tenant needs.</b>	The mechanical, elevator, HVAC and utility systems have adequate capacities to deliver services <b>currently required by tenants.</b>	The mechanical, elevator, HVAC and utility systems have capacities that <b>may not meet current tenant needs.</b>
<b>Building Finish</b>	High quality design and materials. Buildings must continue to remain competitive with new construction.	Average to good quality design and materials.	Dated appearance.
<b>Building Services</b>	<b>Above average</b> maintenance, management and upkeep.	<b>Average</b> to good maintenance, management and upkeep.	<b>Below average</b> maintenance, management and upkeep.

*Note: This Matrix is intended as a guide for those evaluating buildings and determining their classifications with the following caveats:*

- The final designation of Class A, B or C is always relative to the local market or sub-market being analyzed. (For example, attributes of class may be different in a CBD versus Suburban market.)
- The primary considerations for determining class are listed in the matrix; however other variables worthy of consideration may include: age, amenities, parking, construction materials and architecture.
- Buildings must exhibit more than one, but not all, of these characteristics to be considered under a specific classification.

### ***Trophy Buildings***

A landmark property that is well known by the public and highly sought by investors such as pension funds, insurance companies, foreign investors and tenants. Generally one-of-a-kind architectural designs, with the highest quality of materials and finish, expensive trim. These properties are more desirable than *Class A* buildings. (Synonym: AAA)

### ***Class A Buildings***

A classification used to describe an office building with **asking gross rents** based on a specified range between the top 30-40% of the office rents in the marketplace. Class A buildings are well located relative to the needs of major tenant sectors in the marketplace. Building systems (mechanical, HVAC, elevator and utility) have capacities that meet both tenant current requirements as well as anticipated future needs. Building services are characterized by above average maintenance, management and upkeep. Buildings must exhibit more than one of the characteristics but need not exhibit all of the characteristics to be considered Class A. Because property characteristics in different markets vary dramatically, property class definitions will remain subjective.

### ***Class B Buildings***

A classification used to describe an office building with **asking gross rents** based on a specified range between the **asking gross rents** for Class A and Class C space. Class B buildings are in average to good locations relative to the needs of major tenant sectors in the marketplace. Building systems (mechanical, HVAC, elevator and utility) have adequate capacities to deliver services currently required by tenants. Building services are characterized by average to good maintenance, management and upkeep. Buildings must exhibit more than one of the characteristics but need not exhibit all of the characteristics to be considered Class B. Because property characteristics in different markets vary dramatically, property class definitions will remain somewhat subjective.

### ***Class C Buildings***

A classification used to describe an office building with **asking gross rents** based on a specified range between the bottom 10% to 20% of office rents in the marketplace. Class C buildings are in less desirable locations relative to the needs of major tenant sectors in the marketplace. Building systems (mechanical, HVAC, elevator and utility) have capacities that may not meet current tenant needs. Building services are characterized by the existence of below average maintenance, management and upkeep. These buildings generally depend chiefly on a lower price to attract tenants. Buildings must exhibit more than one of the characteristics but need not exhibit all of the characteristics to be considered Class C. Because property characteristics in different markets vary dramatically, property class definitions will remain somewhat subjective.

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6. Industrial Building Types/Truck Terminal  
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## Loading Dock Design

The loading Dock is a key component of any facility, whether it is a warehouse, grocer, retail outlet, plant, or other material handler. Through a variety of equipment loading docks can speed up traffic and capture costs that add up if left unattended. With careful planning many of the risks and expenditures associated with a design lacking proper safety features can be alleviated. Improving dock function, employee safety, and effective transfer of goods from your facility to its intended destination should be a primary concern of all conscious business owners and purchasers.

Common problems on the loading dock are often rooted in initial design elements which do not take into consideration future dock uses or the evolution of manufacturing and production. Often times docks will have poorly planned approaches, small doorways, excessive slopes, gravel approaches, improper bumper projections, and docks that are too low to accommodate any standard over the road trailers.

By planning for the future steps can be taken to safeguard against large remodeling costs later. The initiation of future planning can take many forms, whether that is installing knock out panel walls for future door expansions, or building your dock to standard height and using [wheel risers](#) for smaller trucks. These simple inexpensive concepts can save you and your customer's time and money further down the road.

Due to the diversity and variations that may exist at the loading dock, any specification, drawings or other material pertaining to the loading dock should be developed and approved by an experienced professional architect and reviewed by an experienced loading dock professional. Follow best practices for compliance to traffic engineering conventions in design to meet state and local codes.

It is important to include in the specifications of any project that the selected manufacture must provide; specifications, approval drawings, installation manual(s), owner's manual(s) and employee equipment training, to the owner.

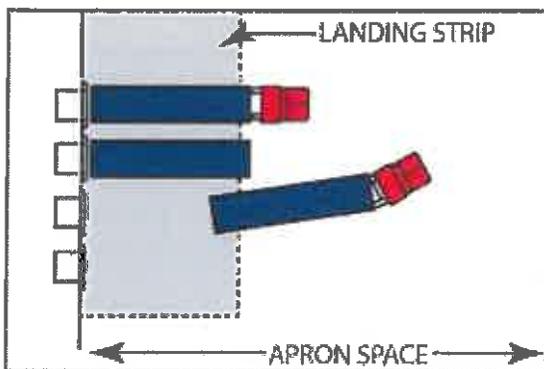
### SAFETY MATTERS

Despite the loading docks potential to save money it has exponential safety risks which can cost your company in excess of one million dollars from direct and indirect costs.

Financial hardships affect your tenants, customers, employees and bottom line, for this reason aggressive dock safety practices are considered good business sense.

The figures speak for themselves in 2004 the National Safety Council reported that direct costs from accidents was a \$85 billion dollar industry; letting insurance companies cash in on costs associated with medical costs, wage indemnity, and claims administration fees. Dwarfing direct costs indirect liabilities resulting from injuries, damaged equipment, goods, lost production, diminished operation quality, process interruptions, yield losses, replacement labor, overtime, litigation, and higher insurance can mean for every dollar paid to direct costs an additional \$5-\$10 will be paid over time to indirect liabilities.

*Note: It is the employer's responsibility to ensure proper training and operating practices of their employee's.*



## APRON SPACE

The approach leading up to a bay door, known as the Apron Space, is an area necessary for trucks maneuvering into position at the loading dock opening. When planning this extension of your dock recognizing the needs of current and future potential freight is fundamental to the long term viability of the facility. Factors to consider are the direction of traffic flow, total vehicle lengths received, and materials used for the landing and leading up to the dock.

A simple guideline for determining apron space is to take the sum of the longest possible combination of truck and trailer and multiply the total length by two, then adding an additional safety factor of 5'0" to 10'0" on the outcome. (i.e. a truck with an overall length of 70' requires a minimum apron space of 150').

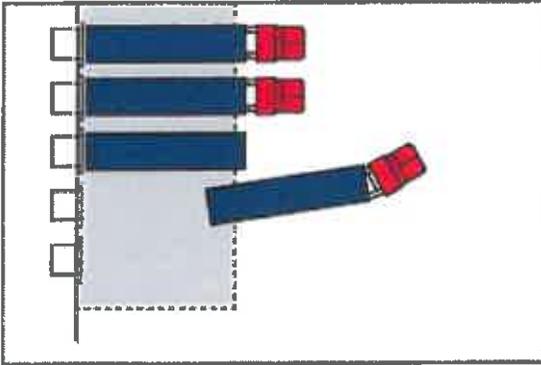
Keep in mind that a dock receiving box trucks and trailer jockey trucks today may not be using these in later years. Always consider long term construction in order to avoid costs in later years.

If the apron space is to be surfaced with asphalt, a concrete landing strip must be poured. This is necessary due to asphalt's tendency to become malleable under heat, resulting in depressions changing your truck differential to the dock. This is a serious problem which

can make a leveler or board ineffective as well as making it difficult to properly secure **wheel risers** due to uneven ground.

A gravel-covered loading dock apron should be avoided because it creates uneven and unsafe dock conditions.

*Note: unless the loading dock is designed to handle peak traffic loads, space must be provided for a truck waiting area. This should be situated so as not to impede the movement of trucks positioning for docking and leaving the facility.*



## TRUCK BAYS

Truck bays are a complicated portal requiring many pieces of equipment in order to operate safely and efficiently. Factors which ensure the safe function of those pieces of equipment is relative to dock door displacements from each other as well as adequate staging space within the facility.

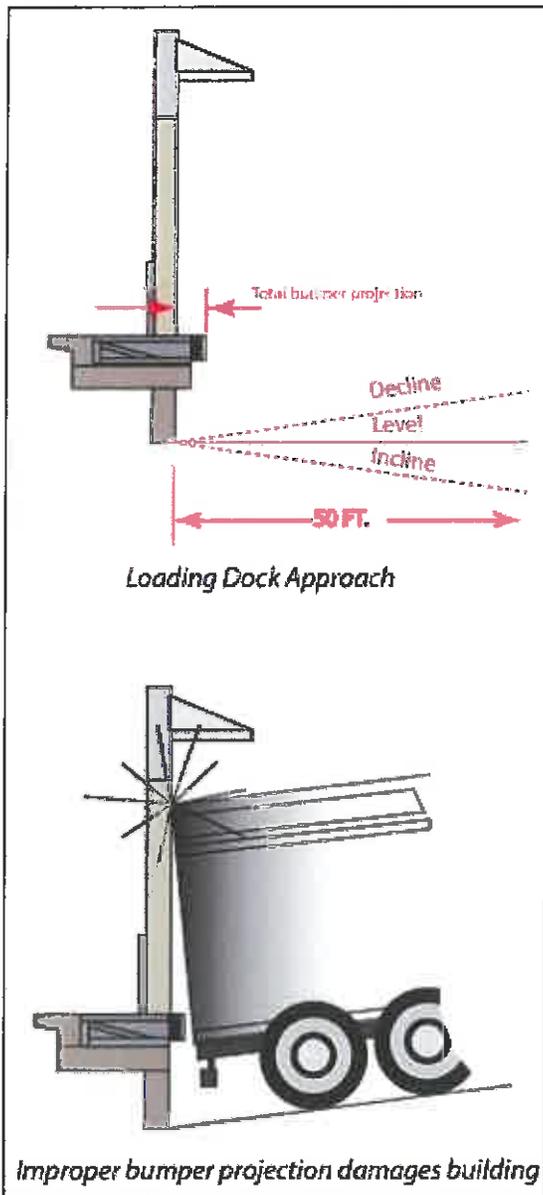
For docks with multiple loading bays door displacement is crucial to effective loading and as a deterrent to bottlenecking from cramped staging areas. Typically the minimum displacement for doors is 12' on center of the opening. This provides an overall truck width of 10' including the mirrors. With greater displacements loading is made more economical, safer, and easier.

When determining the number of loading bays needed to support your product flow, consider the number of trucks received per day, delivery schedules, how many pallets can be loaded or unloaded per hour at one opening, and the number of trailers typically staged at your dock.

Bottle necks inside and outside your facility should always be avoided. Bottlenecking within your dock is the result of too little space for staging; this causes blind spots and reduces the mobility of your loaders, increasing safety risks and lowering productivity. Outside your dock on the apron, bottlenecking occurs when trucks are staged for loading without adequate room for safe departure of other trucks leaving the facility. Another form of restriction from bottlenecking occurs when there is not enough room on the sides of the trailer to safely turn out away from other trucks on the apron. By utilizing a 14'

door differential trucks can safely and effectively exit and couple with the loading dock. This also provides additional space between doors for staging.

When considering what adequate space for staging is, consider the largest freight received at your facility; be sure not to design your dock around smaller trucks if there is a possibility of receiving over the road LTL trailers in the future. A 60' long trailer 8'6" wide requires a minimum of 510 square feet of staging area and can be loaded to a height of 10'0". Note: Each client's staging area requirement may vary, so we recommend that you consult with your client to find out exactly how much staging area is required for your project.



## DOCK APPROACH

### Level dock approach

The most effective approach grade for a loading dock is approximately a 1%-2% incline. This puts the top of the trailer further away from the wall, while also channeling water runoff away from the facility and your product. (Note: when raising the nose of the truck to couple with a tractor the grade is changed, the **dock bumper** projection must be able to accommodate this change in incline)

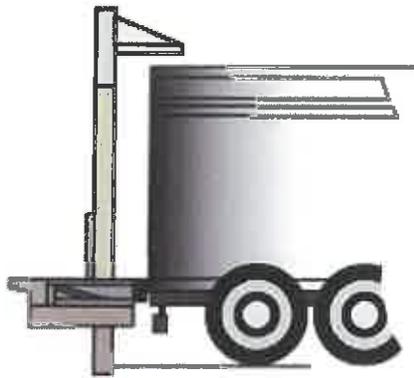
### ***Declining & Inclining Approaches***

Docks with either of these approaches need careful planning before implementation. First, a declining dock has a tendency to move the top of the trailer towards the wall of the building; this causes damage to your facility and equipment. For inclined approaches the problem is similar, with the ICC bar coming closer to the wall under the bumpers. Second, if the incline or decline is too severe employee, equipment, and product safety come under risk of toppling during unloading & loading. Steep grades increase wear on loaders and can make certain types of equipment like motorized pallet jacks inoperable.

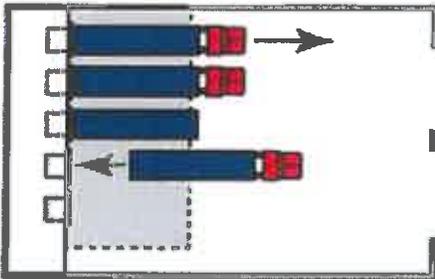
*NOTE: A decline / incline dock approach grade should never exceed 10%.*

### ***Determining Dock Approach Grade***

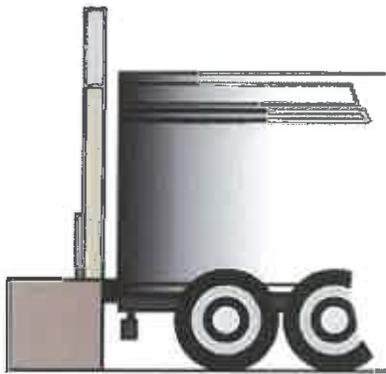
The required **dock bumper** projection is determined based on the percentage of grade. To calculate the grade, measure the difference in height from dock level to a fixed point 50' directly out from the dock. Divide the height by the length measured, using inches (e.g. 18" difference over 600" distance.  $18/600 = 3\%$  grade). for every percent of slope apply an additional 1" to the basic 4.5" **dock bumper** projection.



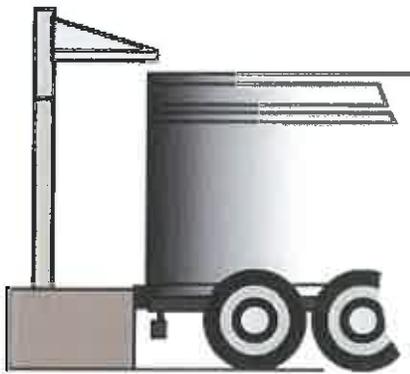
*Cantilever Loading Dock*



*Enclosed Loading Dock*



*Flush Loading Dock*



*Open Loading Dock*





## DOCK TYPES

### ***Cantilever Loading Dock Design***

In a cantilever loading dock design, the foundation wall (dock face) projects past outside building wall. This can prevent damage to the building wall, should a **dock bumper** fail.

### ***Enclosed Loading Dock Design***

This design often used by package handlers utilizing fleets of box trucks, allows for control against pilferage while improving efficiency and comfort; it also doubles as space for overhead cranes loading/unloading flat bed trucks. It is the most expensive loading dock design requiring greater initial investment and maintenance. A main concern for this type of dock is the need for ventilation, adequate air-exchange, due to the exhaust fumes of motors operating within.

### ***Flush Loading Dock Design***

The most common type of loading dock used today is the flush loading dock. This dock shares the same foundation as the wall. When the building wall projects past the foundation due to the use of metal or other finishing material, **dock bumper** projection must be considered more closely; i.e. bumpers should always be a minimum of 4.5" from the wall, if the wall projects 1" past the foundation where bumpers are mounted, then the bumper will need to have at least one more 1" of projection.

### ***Open Loading Dock Design***

United States Postal Service uses the open loading dock design for its delivery trucks with an overhead canopy covering the dock. Open loading docks cannot be heated or cooled and it provides little protection for materials, packages and employees. Due to its

exposure to the weather floor drainage needs to be considered, also due to the height OSHA may require; edge markings, run-off protection and hand rails.

### ***Saw Tooth Loading Dock Design***

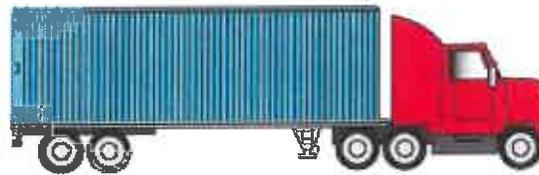
Saw tooth loading dock designs are effective where dock apron space needs to be minimized. The staging area between docks is typically non-usable.

## **TRUCK TYPES**

Trucks come in a wide variety of heights, overall lengths and bed heights. The above general information about truck can aid in designing the loading dock, it is best to remember that each of the above truck heights can vary as much as 6" to 8" (12" if air-ride trailer suspension) in height from empty to fully loaded, this is know as "float". When designing the dock it is a good practice to ask the client for a list of trucks serviced at the loading dock; i.e. height, width, overall length, bed height and frequency that they arrive at the loading dock.

If a wide variety of trucks are to be serviced it may be practical to have several dock heights or one (1) dock position dedicated with a dock scissor lift or a truck leveler to accomplish this. If it is a standard captured fleet (all trucks are the same width, length, height and bed height), then one (1) dock height can possibly serve them all.

<b>Type of Truck</b>	<b>Truck Bed Height Total Range</b>
Double Axel Semi	45" - 55"
City Delivery	45" - 48"
Container	55" - 62"
Flatbeds	47" - 62"
Furniture Van	23" - 36"
High Cube Van	35" - 43"
Low Boys	19" - 25"
Panel Truck	19" - 25"
Reefer	50" - 60"
Stake Truck	42" - 48"
Step Van	19" - 30"
Straight Semi	48" - 52"

*Semi Truck**Container Truck**Flat Bed**Low Boy**City*

## DOCK HEIGHT

Optimal dock height plays a critical role in providing smooth product transfer...The following selection criteria must be considered for a proper loading dock height.

1. Service range of the variety of trucks to be service and mid-point.
2. The maximum grade capability of your client's material handling equipment, consistent with dock leveler and board length.
3. Dock leveler and board length that can accommodate the height difference from dock to truck, and truck/trailer "float" during loading/unloading.

The average loading dock height is between 48" and 52". Many facilities may have more specific qualifications for their loading docks which can put them above or below this level. When considering your client's application determine the highest and lowest truck received, in addition find the average truck bed height (note whether the trailers are

refrigerated or not). If the differences in dock height are too great to service all traffic consider options such as **wheel risers**. This allows a dock to receive standard trailers at a 48" dock height and box trucks which would come in below the operating range of many boards and levelers.

Knowing the maximum grade capability of your material handling equipment can help determine the dock height and dock leveler length. The maximum grade capability of a pallet jack is 3%, electric pallet jack 7%, electric lift truck 10% and gasoline fork trucks is 15%. When planning the dock height always try to strive for the least incline/decline approach to load/unload the vehicles that arrive at the dock, this will provide a longer life for the material handling equipment and the dock leveler.



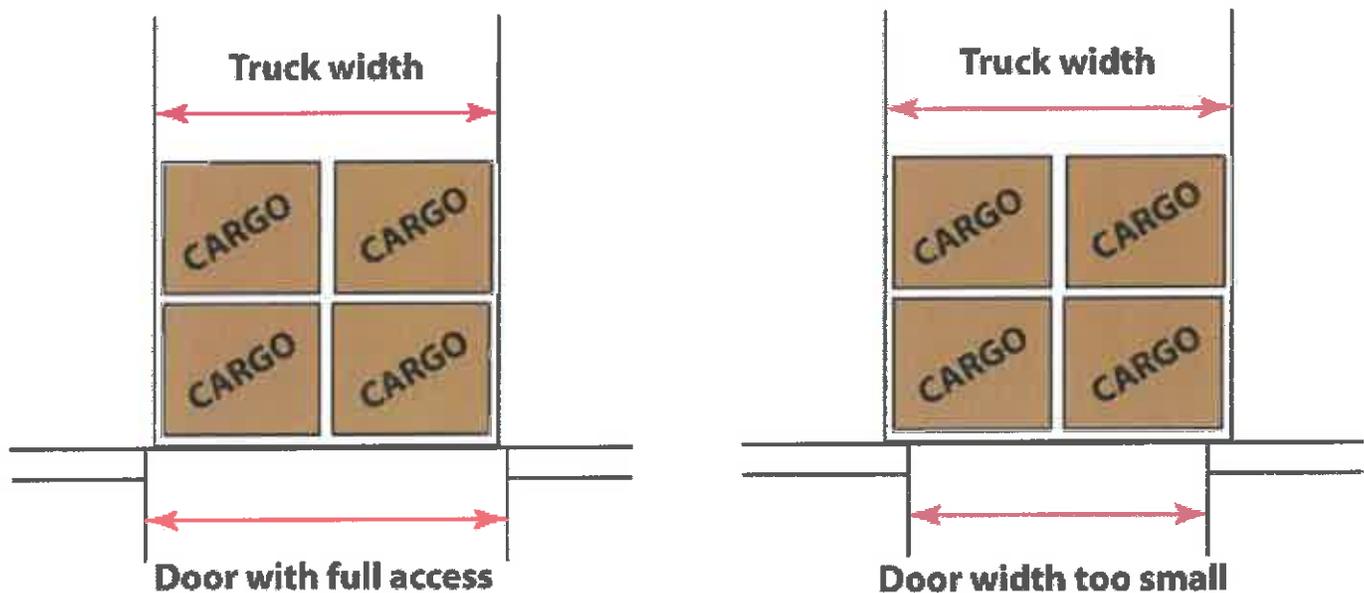
**DOOR SIZE**

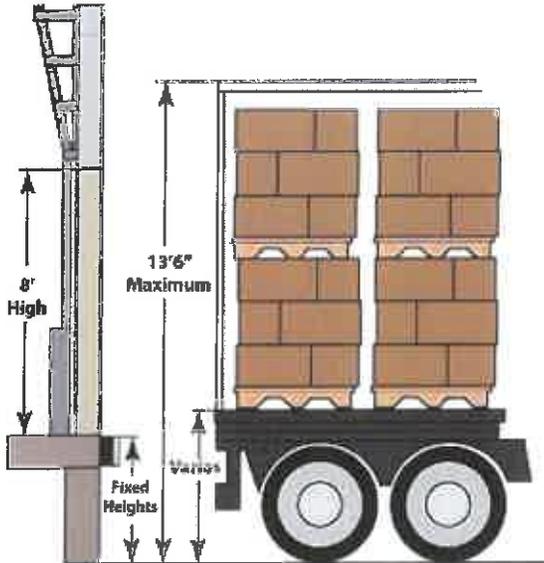
Selecting the proper door width and door height is critical for a smooth transition of products and pallets from the truck to the loading dock. Improper size of the loading dock doors can create extra-labor for loading/unloading trucks, reducing efficiency causing product/package damage and possible employee injury.

### **Loading Dock Door Widths**

When conducting proper planning for your dock door always take into consideration the maximum legal truck width of 8'6" (without permit). This is important due to several factors, first if your door is 8' wide an 8'6" trailer with side by side pallets will become difficult if not impossible to unload, second if the truck comes in off centered with the opening, additional repositioning will be necessary; these two factors lead to time lost on the dock and more opportunities for accidents to happen. For these reasons the ideal dock door width is 9' wide, this reduces the possibility of door track damage, and also provides more room for acquiring pallets seated in the rear of the trailer.

*Note: Greater door widths should be considered if wide-load permitted trucks are to be serviced, and at least one door should allow for the greater width, if a future need may require it.*

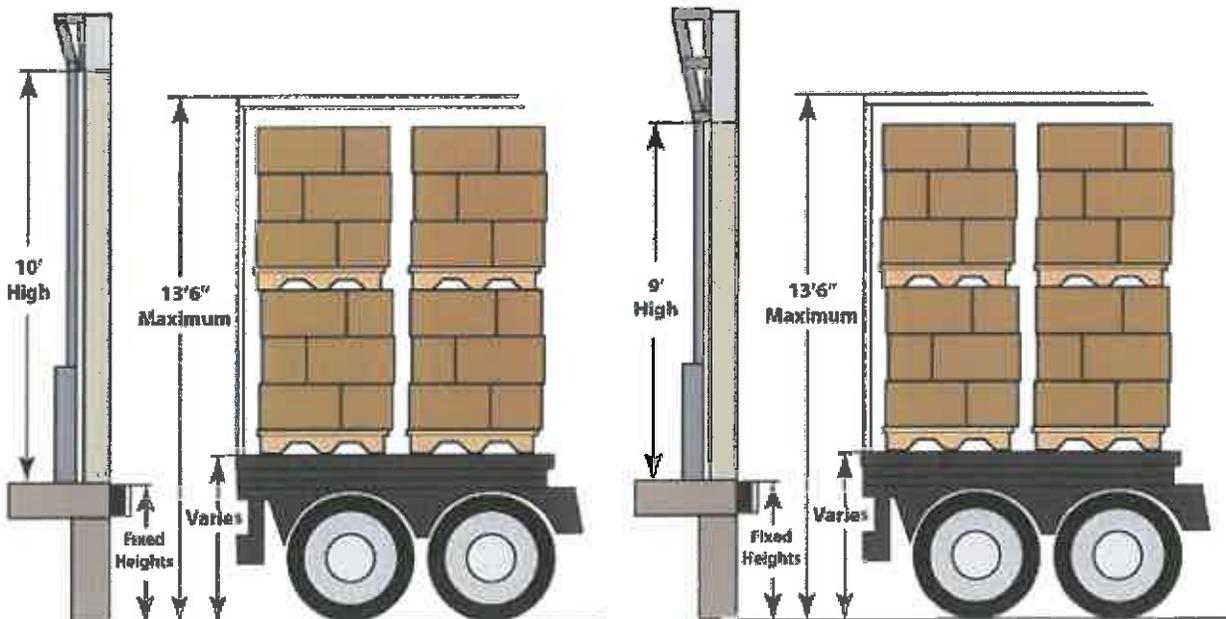




**Loading Dock Door Height**

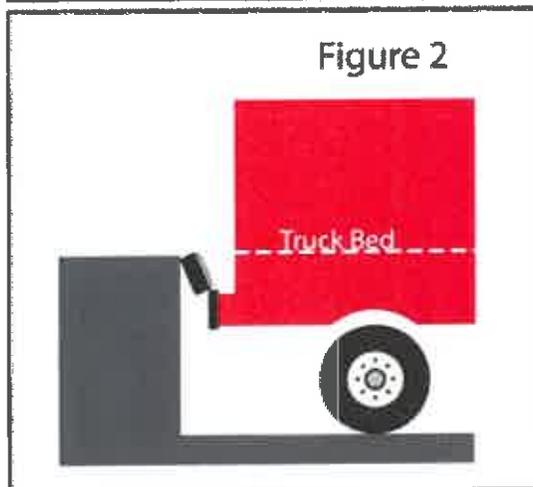
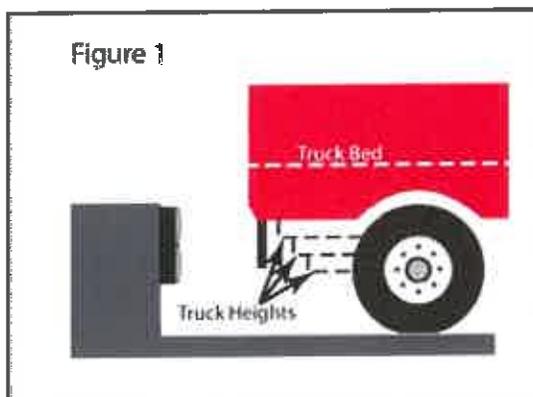
There are three standard door heights that are typically specified, 8', 9' and 10' high doors. The 8' high door can accommodate many single high pallet applications, but does not provide full height access to the maximum trailer height. The 9' high door provides improved access to the maximum trailer and load height. The 10' high door height typically provides the best access to the maximum trailer height. However if full access to the back of the truck is required consider the following formula; with the determine the fixed dock height you choose, subtract that height from the maximum trailer height, and round up by the foot, (example: 13'6" maximum trailer height minus 4' dock height equals 9'6"; consider a 10' high door) for full access to the back of the truck.

*Note: Greater door heights should be considered if special permit trucks are to be serviced, and at least one door should allow for the greater height, if a future need should require it.*



## DOCK BUMPER ARRANGEMENTS

For the most comprehensive dock protection, a combination of vertical and horizontal bumpers, provides the greatest protection for both facilities and tractor trailers. For example, an 8' wide bay door receiving trucks at a straight approach are best protected by 24" high bumpers on either side and a standard 10" high bumper in the center. This allows a variety of trailer heights to be accommodated without the risk of trailers coming in below the 10" bumper centered in the opening. For refrigerated docks, extra length **dock bumpers** work as a vital component of the door seal effectively controlling air flow from the base of the door when used in conjunction with a **dock seal**. Overlapping angles are available for use on docks where a continuous bumper is undesirable.



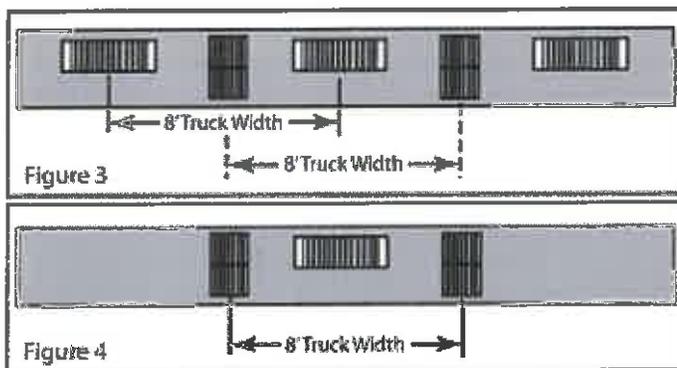
- Use combinations of bumpers for optimal protection
- All bumpers have customizable widths
- When installed properly all bumpers are maintenance free
- Always verify the types of trucks being received before planning a loading dock

### ***Bumper Heights***

**Dock bumper** heights are relative to the recycled tire pads used for manufacturing, typically these come in 6", 10", & 12" Heights. While the industry standard **dock bumpers**

are built to this, greater heights are effectively achieved by stacking pads on top of each other. This allows for the production of 20", 24", & 36" high bumpers.

For best results always choose bumper heights which will best accommodate your traffic and facility. 6" **dock bumpers** are traditionally used on docks where a lip protrudes from the wall and has a face of 10" or less. 10" **dock bumpers** are the most widely used for docks where trucks come in at approximately equal heights or when only standard size trucks are received. The 12" **Dock Bumper**, our tallest single pad size, is a heavy duty product constructed with three pins through the center of rubber slats rather than the two pins used for 6" & 10" bumpers.



Always remember the combination of 20", 24", or 36" vertical bumpers, with standard sizes, provides extended depth protection for varying truck heights; (Fig. 1) or the lower steel members of trailer bodies. Consider these for docks that accommodate panel and pebble trucks as well as over the road trailers.

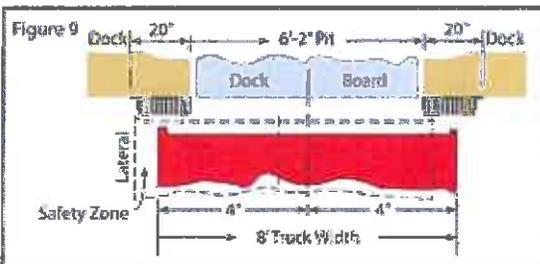
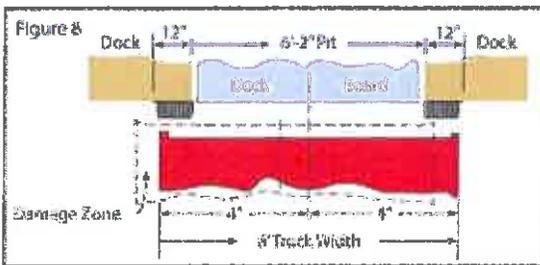
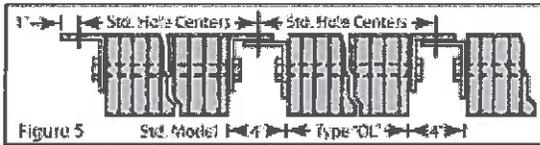
Vertical units with steel faces are particularly applicable with truck leveling devices that raise the entire truck to dock level. The Combination of horizontal units with, (Figs. 3 & 4), vertical units prevents a loaded trailer from dislodging shorter bumpers as the truck bed rises during unloading (Fig. 2).

### **Dock bumper thickness**

**Dock bumper** thickness is the second most important component besides placement of the bumpers. The determinant of bumper thickness is either the slope of dock approach or various obstructions protruding from the dock face. The typical projection for a **dock bumper** is 4.5", this is intended for a dock with a level approach & no obstructions around the door way. Bumpers should always place the top of a trailer a minimum of 4" between the tallest trailers top and wall. For approaches sloping down towards the dock greater thicknesses are required.

To measure your slope, attach a string to the floor of your dock and pace 50' away following the approach of the trailer. Using a line level determine the line drop at 50'. Divide this number by 600 and you will have your percentage of slope. For every percent

of slope figure 1" of additional projection on a standard 4.5" bumper projection. For example, a 5% slop requires a 10" bumper projection.



### BUMPER INSTALLATION

Install bumpers (Fig 10) 1" to 2" below dock level. Use 3/4" or 5/8" lag bolts or sleeve anchors; minimum length 3" and use corresponding shield if required. Use 3/4" "J" bolts with a minimum length of 8" with 1 1/4" projection.

### ***For Open Docks***

Open docks without predetermined docking positions, are best suited to a combination of several bumper sizes and placements (Fig.3). When using 36" horizontal **dock bumpers** maximum spacing should be 24" between units with a minimum of 5" on centers (Fig.6).

- If trucks are approaching at an angle a continuous bumper or overlapping angles should be used to limit the chance of a trailer corner coming in contact with the wall.
- Typically when continuous protection is necessary overlapping angles can provide economical benefits by reducing the number of holes drilled and the number of materials used for installation (Fig. 5).
- Overlapping reduces the spacing between each bumper to 4", and is applicable to any laminated bumper model.
- Overlapping angles on adjacent bumpers increases the protected area.
- Special-length bumpers to fill out dock spaces are also available.
- For open docks or wide bays, extra-length, one-piece **dock bumpers** can also be used for maximum coverage and appearance (Fig. 7)

### ***For 8', 9' or 10' Bays***

For 8', 9', or 10' bays a variety of combinations exist. Loading Dock Supply recommends a combination of standard and vertical bumper designs (Fig 3 & 4) for dock protection.

### ***For Refrigerated Doors (with or without dock shelters)***

Refrigerated doors generally require a, solid one-piece construction, bumper for a complete seal around the truck and dock (Fig. 7). The same applies to doors sealed to maintain temperatures (Similar results can also be achieved with overlapping angles see (Fig .5). With shelters, the rubber surface of the bumper must extend under the vertical members of the Shelter pad to complete the seal.

### ***For Portable Dock Plates***

Effectively use your **dock plate** by centering a 36" bumper below the door opening, this allows for simple plate insertion even when a truck is already docked. Allow space for your plate legs and mount vertical bumpers at the desired distances on either side.

### ***For Adjustable Dock Boards***

When using 14" hole centers, height should be a minimum of 12". Most boards adequately handle 4.5" & 6" bumper projections without impairing lip penetration into truck opening. Fig 8 shows damage from "short spacing". Fig 9 shows "lateral safety zone" impact absorption advantage provided by longer bumpers.

### ***Disclaimer***

Every effort has been made to accurately describe our products and to define their general usage. Determination of the suitability of any product and any application contemplated by the Buyer is the sole responsibility of the Buyer or User. In the event of improper product selection by the Buyer, Loading Dock Supply makes no warranty or guarantee of results to be obtained since use and application by the Buyer are beyond our

control. Our goal is to quote you 1.) The "right" bumpers for the application at hand. 2.) To provide customer service that will "save" you money. 3.) To have "satisfied" customers need for all their Loading Dock Supplies.

Loading Dock Equipment, Dock Bumpers, Dock Boards, Yard Ramps, Dock Lights, and Industrial Equipment

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**Loading Dock Equipment  
September 28, 2016**

**EXHIBIT H**  
**Approximation of Illinois Sales Tax Revenue**

Since 2011, James Campbell Company, LLC (the “Applicant”) has owned the property located at 1333-1347 South Mount Prospect Road in Des Plaines, Illinois 60018 (PIN: 09-19-300-013-0000). The Applicant leases the subject property to Schenker, Inc., which has occupied the subject property since December 2006. Schenker, Inc. is a logistics service provider which provides its customers warehouse and distribution services.

Schenker, Inc. is an active member of the City of Des Plaines community. It is a member of the Des Plaines Chamber of Commerce. Schenker, Inc.’s employees shop at local Des Plaines businesses. Schenker, Inc. also frequently uses local restaurants to cater meetings and training sessions.

The City of Des Plaines can also expect Schenker, Inc. and its approximately 290 full-time employees and approximately 4 part-time employees to continue to invest commercially back into the community by visiting local establishments such as restaurants, gas stations, grocery stores and more. The City can expect that Schenker, Inc. will attract business and various customers to the City in the course of its operations that will likely visit local establishments such as restaurants, gas stations, grocery stores and more.

**EXHIBIT H & I**  
**Approximation of Property Tax Revenue**

Since 2011, James Campbell Company, LLC (the “Applicant”) has owned the property located at 1333-1347 South Mount Prospect Road in Des Plaines, Illinois 60018 (PIN: 09-19-300-013-0000). The Applicant leases the subject property to Schenker, Inc., which has occupied the subject property since December 2006. Schenker, Inc. is a logistics service provider which provides its customers warehouse and distribution services.

Since Schenker, Inc. is responsible for the property taxes for the site, if the renewal is not granted the Schenker, Inc. will likely vacate the property. If this occurs, the City’s property tax for the property revenues will drastically decrease.

When a property is 100% vacant and unused, the buildings located thereon are typically assessed at 20% of their fair market value at full occupancy. Using fair market value numbers based on the Initial 2016 Cook County Assessor’s Office’s Assessed Value, the chart entitled *12 Year City Impact Chart* enclosed shows how this vacancy reduction would impact the total assessed value of the subject property. According to the chart, if there was no 6B and the subject property was fully vacant, the subject property would have an estimated assessed value of \$1,985,241. Based on this assessed value, the subject property would generate an estimated \$7,202,002 in total tax revenue over the proposed 12 year life of the incentive.

If the property receives a renewal of its Class 6b Tax Incentive, Schenker, Inc. will likely remain at the subject property for the foreseeable future. If Schenker, Inc. remains at the property, the Applicant plans to spend approximately \$2,643,370 to improve the property for Schenker, Inc.’s use. Though the property will be assessed at a 10% assessment level, the building on the property will not receive a vacancy reduction. Based on the enclosed *12 Year City Impact Chart*, in this scenario, the subject property will have an estimated assessed value of \$3,034,674, which would then increase to \$6,598,022 by the end of the incentive. Based on these assessed values, the subject property would generate an estimated \$13,843,182 in total tax revenue over the proposed 12 year life of the incentive.

As can be seen in the above, denial of the property’s Class 6b Tax Incentive renewal will likely cause a reduction of approximately \$6,641,180 in property tax revenue generated at the subject property. Allowing the property to become vacant would yield an assessed value of the subject property that is lower than the assessed value of the subject property if the 6B is renewed. Because tax revenues are based on assessed valuation, denying the Applicant’s request for a 6B renewal would damage the fiscal outlook of the City.

**EXHIBIT J & K**  
**Information Regarding the Applicant and User**

Since 2011, James Campbell Company, LLC (the "Applicant") has owned the property located at 1333-1347 South Mount Prospect Road in Des Plaines, Illinois 60018 (PIN: 09-19-300-013-0000). The Applicant leases the subject property to Schenker, Inc., which has occupied the subject property since December 2006. Schenker, Inc. is a logistics service provider which provides its customers warehouse and distribution services.

Schenker, Inc. currently has approximately 290 full-time and approximately 4 part-time employees at the subject property. Approximately 45 of these employees are current City of Des Plaines residents.

Schenker, Inc. has faced obstacles since it relocated to the site in 2006. In April 2012, because of the recession, Schenker, Inc. was forced to terminate its domestic logistics operations at the subject property (it still has its international operations at the subject property). Even with these obstacles, Schenker, Inc. has a growth plan moving forward. If Schenker, Inc. is able to achieve its growth objectives, it will be able to hire new employees to work at the subject property. Schenker, Inc. will look to hire qualified City of Des Plaines residents for these and other open positions at the subject property.

Schenker, Inc. is part of DB Schenker, which is a global organization that has headquarters in Berlin, Germany. As a global organization, DB Schenker does not have a direct allegiance to the City of Des Plaines. Schenker, Inc. has been able to remain at the subject property with the assistance of the Class 6b Tax Incentive. It is common knowledge that taxes for industrial properties in Cook County are typically double what they would be in the surrounding counties. The Class 6b Tax Incentive was created to make the County more competitive. With the Class 6b Tax Incentive, the property taxes that Schenker, Inc. pays at the subject property are similar to the type of taxes that it would pay in DuPage County, Kane County or Lake County.

For information regarding Schenker, Inc. please see the attached brochure or visit its website at <http://www.dbschenkerusa.com/log-us-en/start/>.



## DB Schenker USA Facts and Figures

### Overview

DB Schenker is one of the world's leading providers of integrated logistics services offering land and rail operations, worldwide air and ocean freight, as well as comprehensive logistics solutions and global supply chain management.

### General Information

Established: Schenker, Inc. (In the U.S.A.) . . .1947  
 Branches Worldwide . . . . .2,000  
 Countries. . . . . 130  
 Employees Worldwide. . . . .94,300+  
 Employees in the U.S.A. . . . . 6,400+  
 Branches in the U.S.A.: . . . . . 54  
 Logistics Locations in the U.S.A.: . . . . . 50  
 Warehouse Space: . . . . .17.1 million sq mtr  
 ISO:9001:2008 Certified

Member of C-TPAT  
 (Customs-Trade Partnership Against Terrorism)  
 Associate Member of TAPA  
 (Technology Asset Protection Association)  
 Smartway Transit Partner  
 (U.S. Environmental Protection Agency)

### USA Headquarters

Schenker, Inc. Tel: 516-377-3000  
 150 Albany Avenue Fax: 516-377-3133  
 Freeport, NY 11520  
 U.S.A.  
 www.dbschenkerusa.com

### Key USA Executives

Heiner Murmann	Executive Chairman Schenker, Inc. and Chief Executive Officer, Region Americas
Malcolm Heath	Chief Executive Officer, Schenker, Inc.
David Bouchard	Chief Executive Officer, Schenker Logistics Inc.
Jan Dekempe	Chief Financial Officer
Stuart Curtis	Chief Information Officer - Americas
Arnold Da Silva	Executive Vice President, Product Management - Ocean Freight Americas
Andreas Pohl	Senior Vice President, Head of Air Freight Americas and USA
Terry Donohoe	Senior Vice President, Ocean Freight USA
Jay Arnold	Senior Vice President, HR & Administration
Susan Kichuk	Senior Vice President, Corporate Development - Americas

### Operational Facts and Figures

#### North American

##### Destinations Served

DB Schenker provides maximum reach and speed throughout the United States, Canada and Mexico.

#### USA International Hubs

Atlanta	Los Angeles	San Francisco
Chicago	New York	
Dallas	Miami	

#### Ocean Gateways

Atlanta	Houston	San Francisco
Charleston	Miami	Seattle
Chicago	New York	

Weekly express service from all major U.S. points and ports to over 150 global destinations

#### Export Consolidation Hubs:

Atlanta	Houston	New York
Charleston	Los Angeles	San Francisco
Chicago	Miami	Seattle

# DB Schenker.

Delivering **convenience, flexibility, reliability** and **value.**

## PRODUCTS/SERVICES

### Air Freight

- DB SCHENKERsky
- DB SCHENKERjetcargo first
- DB SCHENKERjetcargo business
- DB SCHENKERjetcargo economy
- DB SCHENKERjetcargo special
- DB SCHENKERjetcargo fresh
- DB SCHENKERSkybridge
- DB SCHENKERAeroparts
- DB SCHENKERmarineparts

### Ocean Freight

DB Schenker offers a family of products offering intermodal, door-to-door ocean transportation with time-definite delivery for all types of cargo and requirements.

- DB SCHENKEROcean
- DB SCHENKERcomplete
- DB SCHENKERcombine
- DB SCHENKERprojects
- DB SCHENKERCargo management (ICM)
- DB SCHENKERSmartbox

### Specialty International Services

- DB SCHENKERSportevents
- DirectShip> North America
- Fairs and Exhibitions

### Customs Brokerage

Single-source control assuring speed, accuracy and dependability on all your shipping transactions. Services include:

- Pre-clearance
- Automated notifications of status
- Monitoring of import compliance and security regulations
- MyBrokerage online reporting tool
- Consulting - Enhancement of compliance profiles with Customs authorities and leverage rulings to minimize duties.

### Contract Logistics/SCM

Operating out of more than 15 million sq.ft of dedicated logistics space, we offer an integrated portfolio of solutions:

- Sourcing Logistics
- Production Supply Logistics
- Finished Goods Distribution
- After Sales Solutions and Logistics

### Specialty Services

- Charters
- Dangerous Goods Handling
- Duty Drawback

### Industry Expertise

- Aerospace
- Automotive
- Chemicals
- Consumer Goods
- Electronics
- Healthcare
- Industrial
- Retail/Fashion Services
- Solar/Semicon

### Charters

We provide global air charter service as needed to meet specific customer requests.

### Charters Contact

Charter@dbschenker.com

## INFORMATION TECHNOLOGY & COMMUNICATIONS

Online Services My eSchenker USA and eSchenker (extranets) give you the ability to track a shipment and create specialized reports.

### Electronic Data Interchange (EDI)

From paperless shipment tracking to accounting to complete EDI supply chain solutions.

- Over 500 established EDI Trading Partnerships
- On average, over 700,000 monthly EDI message transactions

Message formats include:

ANSI 110	Air Freight Invoice
ANSI 214	Shipment Status
ANSI 820	Payment Order / Remittance Advice
ANSI 856	Shipment Notification / Manifest

EDIFACT and Proprietary formats (nonstandard formats designed based on customer need)

### Systems Integration

Ability to smoothly interface both shipment and logistics data with your ERP system. Successful interface implementation using a variety of systems, including SAP, Oracle, JDE, as well as proprietary systems.

### Web-based tools:

- Shipment Tracking
- Reports Tool
- Link to Global Shipping Tools

### Claims Information

#### Insurance & Declared Value

DB Schenker offers a full line of insurance products to cover all your shipping & warehousing needs. We have you covered whether you are a one time shipper or a large multinational corporation with a complex supply chain. Please contact your DB Schenker sales representative for more information on how we can help you protect your valuable freight.



**Planned Rehabilitation of the Subject Property**

Since 2011, James Campbell Company, LLC (the “Applicant”) has owned the property located at 1333-1347 South Mount Prospect Road in Des Plaines, Illinois 60018 (PIN: 09-19-300-013-0000). The Applicant leases the subject property to Schenker, Inc., which has occupied the subject property since December 2006. Schenker, Inc. is a logistics service provider which provides its customers warehouse and distribution services.

The subject property was custom built for Schenker, Inc. The property consists of two buildings sharing a truck driveway on an approximately 584,881 site. The buildings were constructed in 2006 and have a total building square footage of 228,603 square feet.

The Applicant and Schenker, Inc. have both been good stewards of the subject property. For instance in 2011, the Applicant spent approximately \$954,388 to replace the parking lot at the subject property. Since 2009, Schenker, Inc. has spent approximately \$1,838,235 on improvements to the property. These improvements breakdown into the following:

Description	Approximate Amount
Improvements to the Warehouses	\$1,052,370
Improvements to the Buildings	\$225,099
Improvements to the Fixtures & Fittings	\$32,763
Other Improvements	\$423,630
Buildouts	\$104,373
<b>Total</b>	<b>\$1,838,235</b>

Additionally, Schenker, Inc. has spent at least \$6,873,040 on personal property at the subject property since 2012. All told, the Applicant and Schenker, Inc. have invested approximately **\$9,665,663** on the property since 2009. This does not include the total costs to initially construct the buildings on the subject property.

The Applicant plans to continue to improve the property for the foreseeable future. The Applicant plans to spend approximately \$2,643,370 to improve the property between 2020 and 2026. These improvement breakdown into the following:

Year	Improvements	Estimated Costs
2020	Install new door seals	\$10,500
2021	Install new paving in the parking lot and improve the precast joint caulking	\$648,690
2022	Repave the parking lot and improve the precast joint caulking	\$167,780
2023	Update the exterior	\$136,400

2024	n/a	\$0
2025	Install new RTUs and install a new roof	\$1,020,000
2026	Install new RTUs and install a new roof	\$660,000
Totals		\$2,643,370

The above improvements can only be made if the Applicant is receiving income to afford such improvements. If the Class 6b is not renewed, the Applicant is very concerned that Schenker, Inc. will vacate the subject property. Without Schenker, Inc.'s tenancy, the subject property will likely remain vacant for the foreseeable future. Accordingly, without the Class 6b renewal, the above improvements will not be made and the property will fall into disrepair. A vacant, dilapidated building will not just decrease the property taxes generated by the site, it will also decrease the building values of the neighboring industrial park and the residential property on the other side of Mount Prospect Road.

**12 Year Impact Chart**  
 1333-1347 North Mount Prospect Road  
 Des Plaines, Illinois  
 (PIN: 09-19-300-013-0000)

Tax Year <sup>1</sup>	2015 Tax Rate	2015 Multiplier	Estimated Effective Tax Rate <sup>2</sup>	Estimated Taxes without a Class 6b Renewal				Estimated Taxes without a Class 6b Renewal and with Total Vacancy				Estimated Taxes with a Class 6b Renewal						
				Estimated Market Value Based on the 2016 Cook County Assessor's Office's Certified Market Value with Full Occupancy and \$2,643,370 in Improvements in between 2020 and 2026 <sup>5</sup>	Year of Proposed Renewed Incentive <sup>4</sup>	Assessment Level Without a Class 6b Renewal	Estimated Assessed Value Without a Class 6b Renewal	Estimated Taxes Without a Class 6b Renewal	Estimated Market Value Based on the 2016 Cook County Assessor's Office's Certified Market Value with a Reduction Based on 100% Vacancy <sup>7</sup>	Assessment Level Without a Class 6b Renewal <sup>8</sup>	Estimated Assessed Value Without a Class 6b Renewal	Estimated Tax Without a Class 6b Renewal	Estimated Market Value Based on the 2016 Cook County Assessor's Office's Certified Market Value with Full Occupancy and \$2,643,370 in Improvements in between 2020 and 2026 <sup>5</sup>	Year of Proposed Renewed Incentive <sup>1</sup>	Assessment Level With a Class 6b Renewal	Estimated Assessed Value With a Class 6b Renewal	Estimated Taxes With a Class 6b Renewal	
2017	11.329%	2.6685	30.231%	\$28,721,480	11th	15.0000%	\$4,308,222	\$1,302,437	\$7,615,912	25.0000%	\$1,903,978	\$575,600	\$28,721,480	1st	10.0000%	\$2,872,148	\$868,292	
2018	11.329%	2.6685	30.231%	\$28,721,480	12th	20.0000%	\$5,744,296	\$1,736,583	\$7,615,912	25.0000%	\$1,903,978	\$575,600	\$28,721,480	2nd	10.0000%	\$2,872,148	\$868,292	
2019	11.329%	2.6685	30.231%	\$28,721,480	n/a	25.0000%	\$7,180,370	\$2,170,729	\$7,615,912	25.0000%	\$1,903,978	\$575,600	\$28,721,480	3rd	10.0000%	\$2,872,148	\$868,292	
2020	11.329%	2.6685	30.231%	\$28,731,980	n/a	25.0000%	\$7,182,995	\$2,171,523	\$7,615,912	25.0000%	\$1,903,978	\$575,600	\$28,731,980	4th	10.0000%	\$2,873,198	\$868,609	
2021	11.329%	2.6685	30.231%	\$29,380,670	n/a	25.0000%	\$7,345,168	\$2,220,550	\$7,615,912	25.0000%	\$1,903,978	\$575,600	\$29,380,670	5th	10.0000%	\$2,938,067	\$888,220	
2022	11.329%	2.6685	30.231%	\$29,548,450	n/a	25.0000%	\$7,387,113	\$2,233,230	\$7,615,912	25.0000%	\$1,903,978	\$575,600	\$29,548,450	6th	10.0000%	\$2,954,845	\$893,292	
2023	11.329%	2.6685	30.231%	\$29,684,850	n/a	25.0000%	\$7,421,213	\$2,243,539	\$7,615,912	25.0000%	\$1,903,978	\$575,600	\$29,684,850	7th	10.0000%	\$2,968,485	\$897,416	
2024	11.329%	2.6685	30.231%	\$29,684,850	n/a	25.0000%	\$7,421,213	\$2,243,539	\$7,615,912	25.0000%	\$1,903,978	\$575,600	\$29,684,850	8th	10.0000%	\$2,968,485	\$897,416	
2025	11.329%	2.6685	30.231%	\$30,704,850	n/a	25.0000%	\$7,676,213	\$2,320,629	\$7,615,912	25.0000%	\$1,903,978	\$575,600	\$30,704,850	9th	10.0000%	\$3,070,485	\$928,252	
2026	11.329%	2.6685	30.231%	\$31,364,850	n/a	25.0000%	\$7,841,213	\$2,370,511	\$7,615,912	25.0000%	\$1,903,978	\$575,600	\$31,364,850	10th	19.3737%	\$6,076,532	\$1,837,023	
2027	11.329%	2.6685	30.231%	\$31,364,850	n/a	25.0000%	\$7,841,213	\$2,370,511	\$7,615,912	25.0000%	\$1,903,978	\$575,600	\$31,364,850	11th	15.0000%	\$4,704,728	\$1,422,307	
2028	11.329%	2.6685	30.231%	\$31,364,850	n/a	25.0000%	\$7,841,213	\$2,370,511	\$7,615,912	25.0000%	\$1,903,978	\$575,600	\$31,364,850	12th	20.0000%	\$6,272,970	\$1,896,409	
				<b>Total Estimated Taxes (2016 to 2027)</b>				<b>\$25,754,293</b>	<b>Total Estimated Taxes (2016 to 2027)</b>				<b>\$6,907,199</b>	<b>Total Estimated Taxes (2016 to 2027)</b>				<b>\$13,133,817</b>

Property Tax Revenue Generated from the Renewal of the Property's Class 6b Tax Incentive:	<b>\$6,226,619</b>
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**Notes:**

**Note 1:** The above is based on the assumption that the Class 6b Tax Incentive for the subject property will be renewed in 2017.

**Note 2:** The 2015 Effective Tax Rate (the 2015 tax rate x the 2015 multiplier) was not increased to account for possible increases in the Effective Tax Rate between 2015 and 2028.

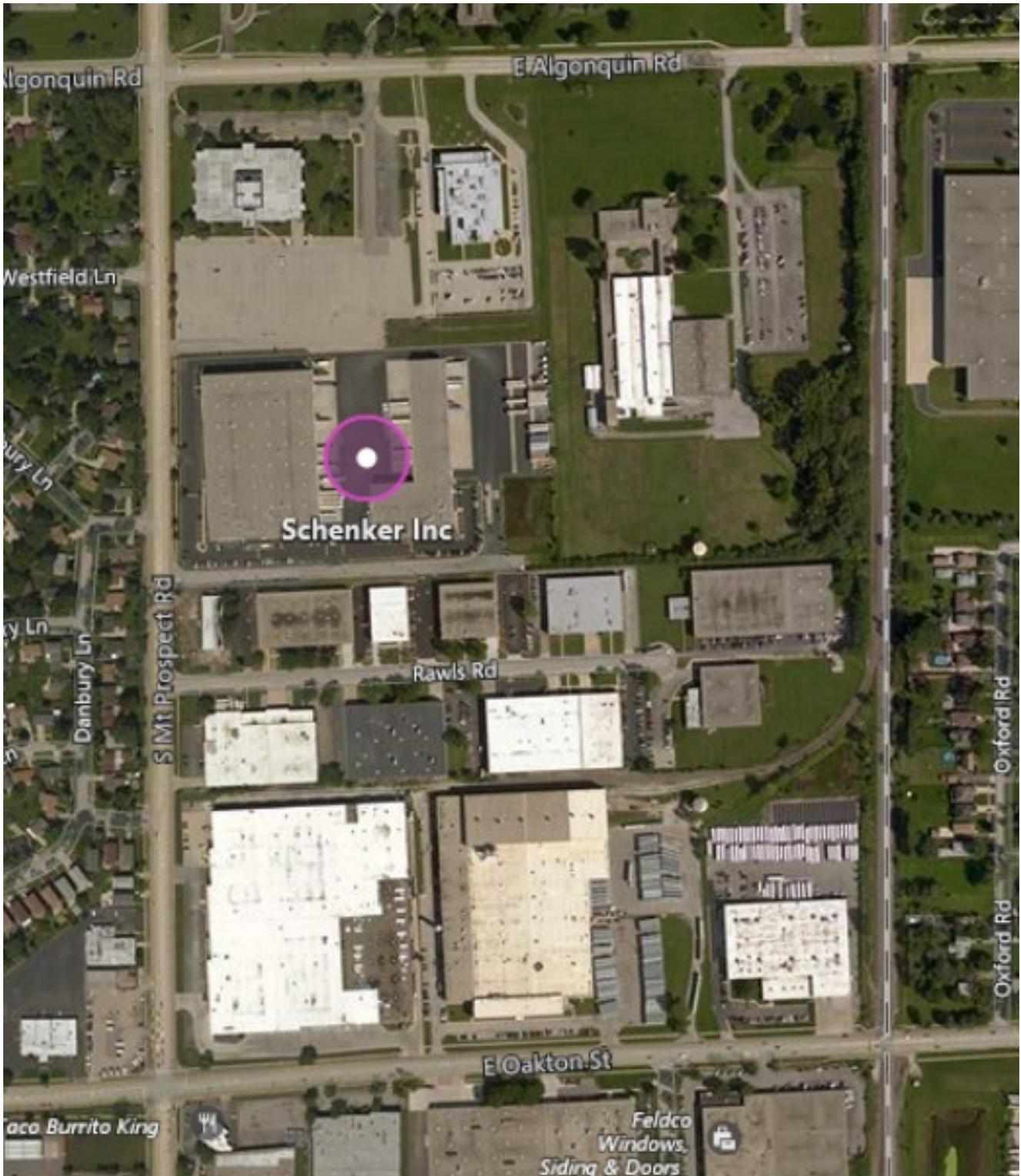
**Note 3:** The subject property's Initial 2016 Cook County Market Value was \$30,346,740. It was reduced to \$28,721,480 at the Assessor's Office based on "an income, market or cost analysis."

**Note 4:** Without a renewal, tax year 2017 is scheduled to be the 11th year of the incentive and tax year 2018 is scheduled to be the 12th year of the incentive. Accordingly, the assessment level without a renewal for tax year 2017 will likely be around 15% and the assessment level without a renewal for tax year 2018 will be around 20%. The above assessment levels for said tax years, however, are listed at 25%. **This is based on the fact that when a property becomes fully vacant, the Assessor's Office deactivates the incentive until the property becomes reoccupied.** Please note that Assessor's Office still counts those years when incentive is deactivated as part of the incentive's term. Accordingly, with or without deactivation, tax year 2018 will be the last year of the incentive unless it is renewed.

**Note 5:** Please see the "Planned Rehabilitation of the Subject Property" sheet for more information regarding the expected improvements.

**The above estimates are speculative, and should be treated as such.**

Location Map



*1333-1347 S. Mount Prospect Road – Class 6b Request #16-073-6b*



CITY MANAGER'S OFFICE

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

MEMORANDUM

Date: November 9, 2016  
To: Mayor and Members of City Council  
From: Michael G. Bartholomew, ICMA-CM, City Manager   
Subject: Residency Discussion

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At the request of Aldermen Sayad, a discussion will take place on the November 21, 2016 City Council Agenda regarding residency for department directors.

# Holland & Knight

131 South Dearborn Street, 30th Floor | Chicago, IL 60603 | T 312.263.3600 | F 312.578.6666  
Holland & Knight LLP | www.hklaw.com

Peter M. Friedman  
(312) 578-6566  
peter.friedman@hklaw.com

## Memorandum

Date: November 10, 2016

To: Mayor and Members of City Council

From: General Counsel, Peter M. Friedman

Re: Des Plaines – Summary of Ordinance Amending City Code re: Political Contributions

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At your direction at the November 7, 2016 regular meeting, we have prepared a revised ordinance for your consideration for second reading approval with regard to political contributions. The following is a summary of its provisions (with the description of changes from the November 7 meeting underlined):

- Generally, the current prohibition on cash and in-kind political contributions would be expanded, so that the prohibition would apply to “doing business” in excess of \$1,000 and also to city contractors, city appointees, and anyone or any entity that is seeking to do business with the city.
- The prohibition would also apply not just to incumbent candidates but also to all candidates for elected city office, as well as elected officials and employees seeking election to any other city office.
- Under the ordinance, a city contractor is any person or organization that has any combination of sales, contracts, leases, or purchases in excess of \$1,000 within the current calendar year or the previous four calendar years. Per direction at the November 7 meeting, we have deleted the pervious language that created an ongoing 12-month rolling period that was impractical to monitor or enforce.
- Under the ordinance, a candidate for elected city office may not accept any cash or in-kind political contributions from any city contractor, and city contractors are likewise prohibited from making any such contributions.
- The definition of “city contractor” includes any of the contractor’s subsidiaries, parent company, affiliated companies, or any employee of the contractor who is reimbursed by the contractor for his or her political contribution.
- The definition of “city contractor” also specifically includes any subcontractor who performs more than 50 percent of a contractor’s sales, contracts, or purchases with the city,

or (as directed at the November 7 meeting) any subcontractor who performs more than \$1,000 of a contractor's sales, contracts, or purchases with the City.

- The amended ordinance would prohibit contributions to candidates for elected city office from any city appointee. A city appointee is any member of a city board or commission appointed to serve by the mayor or city council.
- The amended ordinance would also prohibit contributions to candidates for elected city office from any person or organization “seeking to do business with the city.” A person or organization is “seeking to do business with the city” if they have sought to obtain a contract or business from the city within the six months prior to the political contribution and the contract or business has not yet been awarded.
- “Seeking to do business with the city” also includes a person or organization who has had a matter pending before the City Council within the six months prior to the contribution involving the award of loan funds, grant funds or bond proceeds, bond inducement ordinances, leases, land sales, zoning matters, TIF creation, concession agreements or the establishment of a Class 6(b) or similar Cook County property tax classification.
- Contributions made to a candidate’s authorized political committee would be considered political contributions made to the candidate and are subject to the above prohibitions.
- Any person or organization violating the political contribution prohibitions would be subject to fine between \$1,000 and either \$5,000 or three times the amount of the political contribution, whichever is higher, and the contribution made in violation of the prohibitions would have to be returned.
- Any city contractor or person or organization seeking to do business with the city who violates the political contribution prohibitions would be disqualified from doing business with the city for a period 12 months after the violation determination.
- The ordinance does provide a grace period of 10 days from the date of the violator’s knowledge of the violation in which a violator may return or request in writing the return of the political contribution made in violation of the prohibition without penalty.
- The new political contribution prohibitions in the amended ordinance would apply to contributions made after the effective date of the ordinance.

**CITY OF DES PLAINES**

**ORDINANCE M - 28 - 16**

**AN ORDINANCE AMENDING THE CITY CODE OF THE  
CITY OF DES PLAINES REGARDING  
POLITICAL CONTRIBUTIONS**

**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 Council has determined that it is in the best interest of the City to amend the City’s Code of Ethics regarding political contributions for candidates for elected office in order to provide elections for City offices with a high standard for ethics and integrity;

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

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

**SECTION 2: AMENDMENTS TO ETHICS CODE.** Chapter 9, titled “Code of Ethics,” of Title 1, titled “Administrative,” of the City Code of Des Plaines (“*Code of Ethics*”) is amended as follows:

**A.** Section 2 of the Code of Ethics, titled “Applicability,” is amended to read as follows::

**“1-9-2: APPLICABILITY:**

All of the provisions of this chapter, except as otherwise indicated, apply to all city officials, whether paid or unpaid. With the exception of Section 1-9-12, ~~the~~ provisions of this chapter do not apply to independent contractors.”

**B.** Section 3 of the Code of Ethics, titled “Definitions,” is amended to read as follows:

**“1-9-3: DEFINITIONS:**

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

**CANDIDATE FOR CITY OFFICE: Any person who seeks nomination for election, election to or retention in any elected office of the city, whether or not such person is elected. A person seeks nomination for election, election or retention if he or she (1) takes the action necessary under the laws of the State of Illinois to attempt to qualify for nomination for election, election to or**

retention in public office, or (2) receives contributions or makes expenditures, or gives consent for any other person to receive contributions or make expenditures with a view to bringing about his or her nomination for election or election to or retention in such office. For purposes of this definition, the term "expenditure" has the meaning ascribed to that term in Article 9 of the Illinois Election Code, 10 ILCS 5/9-1 et seq.

CITY: The city of Des Plaines.

CITY APPOINTEE: Any member of a board or commission of the city appointed or approved to serve on that board or commission by the mayor or city council.

CITY CONTRACTOR: Any person or organization doing business with the city. This definition shall include an entity and its subsidiaries, parent company, or otherwise affiliated companies and affiliated subcontractors, and any of their employees, officers, directors and partners who make a political contribution for which they are reimbursed by a city contractor or affiliated subcontractor.

CITY OFFICIALS: The mayor, city clerk, eight (8) aldermen, department heads and any person acting as a department head. For purposes of this chapter only, "city officials" also includes the appointed members of the planning and zoning board.

AFFILIATED SUBCONTRACTOR: Any person or organization who performs more than either \$1,000.00 or 50 percent of a city contractor's sales, contracts, leases, or purchases to, from, or with the city or any city agency. This definition shall include an entity and its subsidiaries, parent company, or otherwise affiliated companies and affiliated subcontractors, and any of their employees, officers, directors and partners who makes a political contribution for which they are reimbursed by a city contractor or affiliated subcontractor.

COMMITTEE OR POLITICAL COMMITTEE: As defined in article 9 of the Illinois election code, as amended.

CONTRIBUTION: As defined in article 9 of the Illinois election code, as amended.

DOING BUSINESS: Any one or any combination of sales, contracts, leases, or purchases to, from, or with the city or any city agency in an amount in excess of ~~ten~~one thousand dollars (\$10,000.00) ~~in any twelve (12) consecutive months.~~

EMPLOYEE: Any individual compensated directly by the city in exchange for work performed directly for the city (other than those employees covered in the definition of "city officials" in this section) who, in the regular course of his duties, assists and acts in a confidential capacity to persons who formulate, determine and effectuate management policies with regard to city business or who, in the regular

course of his duties, has authorized access to confidential information relating to the effectuation or review of the city's policies.

EXPENDITURE: A payment, distribution, loan, advance, deposit or gift of money or anything of value.

FINANCIAL INTEREST:

- A. Any interest as a result of which the owner currently receives or is entitled to receive in the future more than two thousand five hundred dollars (\$2,500.00) per year; or
- B. Any interest with a cost or present value of five thousand dollars (\$5,000.00) or more; or
- C. Any interest representing more than ten percent (10%) of a corporation, partnership, sole proprietorship, firm, enterprise, franchise, organization, holding company, joint stock company, receivership, trust or any legal entity organized for profit; provided, however, financial interest shall not include:
  - 1. Any publicly held stock traded on a recognized exchange;
  - 2. The authorized compensation paid to an official or employee for his office or employment;
  - 3. Any economic benefit provided equally to all residents of the city;
  - 4. A time or demand deposit in a financial institution;
  - 5. An endowment or insurance policy or annuity contract purchased from an insurance company.

**SEEKING TO DO BUSINESS:**

- A. Taking any action within the past six months to obtain a contract or business from the city when, if such action were successful, it would result in the person's doing business with the city;**

B. The contract or business sought has not been awarded to any person; or

C. Any matter that was pending before the city council in the six months prior to the date of the contribution if that matter involved the award of loan funds, grant funds or bond proceeds, bond inducement ordinances, leases, land sales, zoning matters, the creation of tax increment financing districts, concession agreements or the establishment of a Class 6(b) or similar Cook County property tax classification.”

C. Section 12, titled “Political Activities,” of the Code of Ethics is amended to read as follows:

**“1-9-12: POLITICAL ACTIVITIES:**

\* \* \*

B. Political Contributions

~~1. No city official seeking reelection may solicit or accept cash or in-kind contributions from any person or organization who has done business with the “city” as defined in section 1-9-3 of this chapter.~~

~~2. In addition to the foregoing, any person found by a court to be guilty of violating any of the provisions of this chapter, upon conviction thereof shall be punished by a fine as provided in the general penalty in section 1-4-1 of this title for each day of violation.~~

1. No candidate for elected city office during a single candidacy, no elected official of the city during any reporting year of his or her term, and no official or employee of the city who is seeking election to any other office, may solicit or accept cash or in-kind contributions from any (a) city contractor who has done business with the city within the current or any of the preceding four (4) reporting years, (b) city appointee, or (c) any person or organization seeking to do business with the city.

2. No city contractor who has done business with the city within the current or any of the preceding four (4) reporting years, city appointee, or any other person or organization seeking to do business with the city shall make cash or in-kind contributions (i) to any candidate

for city office during a single candidacy, (ii) to an elected official of the City during any reporting year of his or her term; or (iii) to any official or employee of the city who is seeking election to any other office.

3. For purposes of this Section, all contributions to a candidate's authorized political committees shall be considered contributions to the candidate; and a reporting year shall be from January 1 to December 31.

4. Any person who solicits, accepts, or makes a financial contribution that violates the provisions of this Section shall be subject to the penalties provided in Paragraphs 5 and 6 of this Section; provided, however, such person shall not be deemed in violation of this Section if such person returns or requests in writing the return of such financial contribution within 10 calendar days of the recipient's or contributor's knowledge of the violation.

5. Any person who knowingly makes, solicits, or accepts a political contribution in violation of this Section shall be subject to a fine of not less than \$1,000.00 and up to the higher of \$5,000.00 or three times the amount of the improper contribution that was accepted for each violation of this Section and any such contribution shall be returned.

6. Any city contractor or person or organization seeking to do business with the city who violates any of the provisions of this Section shall be disqualified from serving as a city contractor for a period of 12 months after the violation determination.

7. The provisions of this Section shall apply to contributions made or accepted on or after \_\_\_\_\_, being the effective date of Ordinance No. \_\_\_\_\_, adopting amendments to this Section."

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

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

[SIGNATURE PAGE FOLLOWS]

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

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

ATTEST:

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

Published in pamphlet form this  
\_\_\_\_ day of \_\_\_\_\_, 2016.

Approved as to form:

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

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

**Inserted text is bold and double underlined;** ~~deleted text is struck through.~~

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COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: October 28, 2016

To: Honorable Aldermen

From: Michael McMahon, Director of Community & Economic Development *mm*

Cc: Vickie Baumann, Secretary / Registration & License Division

Subject: Amendment to 4-3-5 Occasional Residential Sales i.e. Garage Sales

**Issue:** At the request of Alderman Haugeberg, staff was asked to review the current code pertaining to garage sales specifically for multi-unit buildings. The current code does not define premises zoned or used for residential purposes regarding Occasional Residential Sales. This places a burden on regulating sales for multi-unit residential buildings. Recently, the Police Department has received multiple complaints regarding sales causing traffic congestion on major thoroughfares. Chief Bill Kushner also had requested staff to review the code pertaining to the obstruction of traffic for premises located on major thoroughfares and the penalties for violating the code. It was requested by Director of Community and Economic Development Director, Mike McMahon that the current code in its entirety needed to be reviewed and amended accordingly.

**Analysis:** City staff began reviewing the current code and preparing an amendment to address the following deficiencies identified in the code:

- Clarify and define the premises zoned and used for residential purposes. Zoned premises include single family and multi-family buildings located in a residential district.
- Sales and displaying of wares are prohibited on any public property to deter traffic issues occurring.
- The traffic congestion on major thoroughfares caused by an occasional residential sale is prohibited. The Chief of Police or his designee may immediately suspend the permit should such violation occur.
- The standard penalty clause in our code Section 1.4.1 for clarity. Per City Council request a Policy and Procedure has been created for the scheduling of such fines.
- The number of sales per property will be two (2) per calendar year with the exclusion of the community wide sale. However, a third permit may be obtained if the owner is moving or vacating the premises.
- To obtain a permit for an occasional residential sale, a resident or applicant will complete an application, pay the fee and obtain the permit card. During the application review, staff will

determine location and frequency of sales for the premises. If the premises is located on a major thoroughfare, the prohibition of parking on the major thoroughfare will be reiterated to the applicant.

**Recommendation:** We recommend the City Council adopt the attached Ordinance to the municipal code regulating Occasional Residential Sales.

**Attachments:**

Attachment 1: Draft Policy for Citations on Occasional Residential Sales

Attachment 2: Ordinance M-31-16

**POLICY AND PROCEDURE ORDER**

<b>TITLE: OCCASIONAL RESIDENTIAL SALES</b>	
<hr/> MICHAEL MCMAHON DIRECTOR OF COMMUNITY & ECONOMIC DEVELOPMENT	<b>NUMBER:</b> PPO-2016-01  <b>EFFECTIVE:</b> 1/1/2017 <b>CREATED:</b> 11/7/2016
<hr/> CHIEF BILL KUSHNER CHIEF OF POLICE	

The Community & Economic Development Department is responsible for the issuance of permits and maintain the records for Occasional Residential Sales. The Police Department is responsible for the enforcement of City codes and ordinances. To provide for effective management certain policies, procedures and interpretations must be documented. Any Policy and Procedure Order issued by the Department is meant to supplement the administrative direction of the City Manager. Where there may be a conflict between this policy and a directive of the City Manager; the City Manager’s directive shall prevail.

**OCCASIONAL RESIDENTIAL SALES**

**ISSUE:**

Establishing a penalty system for violations pertaining to the Occasional Residential Sale code.

**REGULATIONS:**

- 1) The Community & Economic Development Department issues and maintains permits for occasional sales on residential properties.
- 2) The Police Department issues citations for violations of the occasional residential sale code.

**DISCUSSION:**

- The code references the general penalty section of 1-4-1 with fines not to exceed \$750.00 for each violation, however fines need to be structured and specific.

## **CONCLUSION:**

The Director of Community Development and the Police Department have instituted a policy whereby a resident violating the occasional sale code will be penalized accordingly:

- For a first violation, a verbal or written warning will be issued.
- For a second violation, a citation in the amount of \$50.00 will be issued.
- For a third violation, a citation in the amount of \$100.00 will be issued.
- For a fourth violation, a citation in the amount of \$250.00 will be issued.
- For five or more violations, a citation in the amount of \$500.00 will be issued per occurrence.

\* Revision is for heading format only – no content change.

CITY OF DES PLAINES

ORDINANCE M - 31 - 16

**AN ORDINANCE AMENDING CHAPTER 3 OF TITLE 4 OF  
THE CITY OF DES PLAINES CITY CODE.**

**WHEREAS**, Chapter 3 of Title 4 of the City of Des Plaines City Code, as amended ("*City Code*"), establishes the rules and regulations for occasional residential sales ("*Occasional Residential Sales*"); and

**WHEREAS**, the City Council has determined that amending Section 5 of the Occasional Residential Sales as set forth in this Ordinance is in the best interest of the City:

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

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

**SECTION 2. OCCASIONAL RESIDENTIAL SALES.** Section 3, titled "Occasional Residential Sales," of Chapter 3, titled "Temporary Event Licenses," of Title 4, titled "Business Regulations," of the City Code is hereby amended to read as follows:

**"4-3-5: OCCASIONAL RESIDENTIAL SALES:**

- A. Definition: For the purposes of this chapter "occasional residential sales" are defined as those sales of goods, wares and merchandise owned by the occupier of the premises or owned by a group of persons having a common sale commonly known as a garage sale, basement sale, house sale, yard sale, **estate sale, moving sale,** or rummage sale conducted on an infrequent and unscheduled basis on premises zoned or used for residential purposes. Bulk sales, the sale of multiple new items of the same description, and the sale of consigned merchandise, merchandise brought to the premises for resale or for reconditioning for resale are prohibited at occasional residential sales.

**Premises zoned or used for residential purposes include:**

**MULTIPLE-FAMILY DWELLING: A residential building containing three (3) or more dwelling units, including what is commonly known as an apartment building or condominium, but not including group, row or town houses.**

**SINGLE-FAMILY ATTACHED DWELLING: A residential building containing dwelling units, each of which has primary ground floor access to**

the outside and are attached to each other by party walls without openings. Includes townhomes.

SINGLE-FAMILY DETACHED DWELLING: A residential building containing not more than one dwelling unit entirely surrounded by open space on the same lot.

B. Application; License Certificate: Licenses for occasional residential sales shall be obtained by the applicant from the director of finance **from the City's Community and Economic Development Department** by appearing in person or by mail. Each license certificate shall be prominently displayed on the premises covered by the license in such a manner that it is easily visible to persons passing by the premises.

C. License Conditions:

1. Term: Occasional residential sales shall be permitted for no more than three (3) consecutive days, which dates shall be specified on the license certificate. Not more than two (2) such occasional residential sales may be conducted on the same premises within any calendar year **with the exception of the annual city-wide community garage sale authorized by the City.** ~~except a~~ **A** third occasional residential sale may be conducted on the same premises within a calendar year if the owner of the premises is moving or vacating the premises. ~~In the event of rain, the licensed occasional residential sale may be held in the three (3) day period immediately following the permitted period; however, no such sale may exceed three (3) total days.~~
2. Hours Of Operation: No occasional residential sale may be conducted before eight o'clock (8:00) A.M. or after sunset.
3. Signage: All signs promoting an occasional residential sale must be removed no later than nine o'clock (9:00) P.M. on the day the license expires. No sign promoting an occasional residential sale may exceed eight (8) square feet. Signs may not be placed or displayed **on any public right of way, including without limitation, on trees, light standards, telephone poles or other supporting structures, or displayed** in a manner that causes any unsafe condition or impediment to vehicular or pedestrian traffic
4. Rain Date(s): In the event of rain **occurring during the hours of sale on any day within permitted period,** the licensed occasional residential sale may be held ~~in the three (3)~~ **within a seven** day period immediately following the **originally** permitted period; however, no such sale may exceed three ~~(3)~~ total days. **Requests for rain dates must be made to the City's Community and Economic Development Department no later than three days immediately after the permitted period to avoid forfeiture of the rain dates.**

**5. Location of Sale: It shall be unlawful for any person to conduct an occasional residential sale on any public street or public right of way or to display wares associated with such sale on any public street or public right of way.**

**6. Traffic: No occasional residential sale may be conducted in a manner that causes any unsafe condition or impediment to vehicular or pedestrian traffic. Vehicular parking for any occasional residential sale is not permitted on any main thoroughfare. The Chief of Police, or his designee, may automatically suspend an occasional residential sale license should such violation occur.**

**D. Penalty: Any person violating any provision of this chapter, where no other penalty is specifically provided, shall be fined as provided in the general penalty in section 1-4-1 of this code for each offense. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues."**

**SECTION 3. EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form according to law.

[SIGNATURE PAGE FOLLOWS]

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

Published in pamphlet form this  
\_\_\_\_ day of \_\_\_\_\_, 2016.

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**

DP-Ord Amending Title 4 Chapter 3 Occasional Residential Sales