



CITY COUNCIL AGENDA

Monday, December 5, 2016

Regular Session – 7:00 p.m.

Room 102

CALL TO ORDER

REGULAR SESSION

ROLL CALL

PRAYER

PLEDGE OF ALLEGIANCE

CITIZEN PARTICIPATION

(matters not on the Agenda)

PUBLIC HEARING

- CDBG PY2015 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)
- PROPOSED 2016 PROPERTY TAX LEVY

CITY CLERK ANNOUNCEMENTS

ALDERMEN ANNOUNCEMENTS

CONSENT AGENDA

1. Amend Chapter 5 of Title 9 of the Des Plaines City Code Regarding Small Cell Facilities in the City's Right of Way
 - 1a. **ORDINANCE M-53-16:** An Ordinance Amending Chapter 5 of Title 9 of the City of Des Plaines City Code to Regulate Small Cell Wireless Telecommunication Facilities
2. Reject Sole Sealed Bid Received for a Fire Pumper Truck and Approve the Purchase of a Fire Pumper Truck through the HGACBuy Purchasing Cooperative from Pierce Manufacturing, Inc., 2600 American Drive, Appleton, WI in the Amount of \$612,185. Budgeted Funds – Vehicle Replacement Fund.
 - 2a. **RESOLUTION R-163-16:** A Resolution Approving a Purchase Contract between the City of Des Plaines and Pierce Manufacturing, Inc. for the Purchase of a Pumper Fire Apparatus
3. Approve Community Development Block Grant (CDBG) PY 2015 Consolidated Annual Performance Evaluation Report (CAPER) (*full document available online*)
 - 3a. **RESOLUTION R-180-16:** A Resolution Approving the Community Development Block Grant Program Consolidated Annual Performance and Evaluation Report for Program Year 2015
4. Adopt Illinois Department of Transportation (IDOT) Resolution for Construction on State Highways
 - 4a. **RESOLUTION R-181-16:** A Resolution Regarding Permits Granted by the State of Illinois Department of Transportation for the Construction, Operation, and Maintenance of Street Improvements on State Highways Maintained by the City
5. Approve Lease Agreement with New Cingular Wireless PCS, LLC, 575 Morosgo Drive, Atlanta, GA 30324 for the Temporary Use of City-Owned Property
 - 5a. **RESOLUTION R-186-16:** A Resolution Approving and Authorizing the Execution of a Short Term Lease Agreement between the City of Des Plaines and New Cingular Wireless PCS, LLC Regarding Wireless Service Facility at 195 West Oakton
6. Accept Two Property Appraisal Proposals from Elite Appraisal, 417 West Talcott Road, Park Ridge, IL for \$14,100 and Accurity Rick Hiton & Associates, 770 Lake Cook Road, Deerfield, IL for \$16,500 for Matters Related to FEMA Hazard Mitigation Grant 1935. Source of Funding – Grant Funded Projects with Reimbursement through FEMA Hazard Mitigation Grant 1935 and MWRDGC.
 - 6a. **RESOLUTION R-187-16:** A Resolution Approving Professional Services Agreements with Appraisers for Phase III FEMA Buyouts
7. **SECOND READING – ORDINANCE M-31-16:** An Ordinance Amending Chapter 3 of Title 4 of the City of Des Plaines City Code Regarding Occasional Residential Sales
8. **SECOND READING – ORDINANCE M-56-16:** An Ordinance Amending the City Code to Add One Class A Liquor License
9. **SECOND READING – ORDINANCE M-57-16:** An Ordinance Amending the City Code to Add One Class B1 Liquor License
10. **SECOND READING – ORDINANCE Z-29-16:** An Ordinance Amending the Text of the City Zoning Ordinance Regarding Electronic Message Boards (Case #16-071-TA)

11. Minutes/Special Meeting – October 26, 2016 (Budget Hearing, Session 3)

END OF CONSENT AGENDA

COMMITTEE OF THE WHOLE

1. **FINANCE & ADMINISTRATION** – Alderman Don Smith, Chair
 - a. Warrant Register in the Amount of \$7,635,821.09 – **RESOLUTION R-184-16**
 - b. 2016 Property Tax Levy Ordinance – **ORDINANCE M-59-16**
 - c. 2017 Budget Approval – **RESOLUTION R-185-16**

2. **COMMUNITY DEVELOPMENT** – Alderman Mike Charewicz, Chair
 - a. Consideration of a Conditional Use Permit for a Food Processing Establishment, 1550 S. Mt. Prospect Road, Case #16-072-CU – **ORDINANCE Z-31-16**
 - b. Consideration of Major Variations to a Detached Garage, 645 Meadow Drive, Case #16-068-V – **ORDINANCE Z-32-16**
 - c. Consideration of Extension of Approval for a Conditional Use and Variation at 1529 Rand Road, Motor Vehicle Sales Operation, Case #15-058-CU-V – **ORDINANCE Z-33-16**

3. **BUILDING CODE** – Alderman John Robinson, Chair
 - a. Consideration of Amendment to the Des Plaines City Code Regarding Licensing of Solicitors – **ORDINANCE M-58-16**

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 Z-30-16:** An Ordinance Amending the Text of the City Zoning Ordinance Regarding Planned Unit Development Standards (Case #16-045-TA)

NEW BUSINESS: IF REPORTED OUT BY COMMITTEE

1. a. **RESOLUTION R-184-16:** Warrant Register in the amount of \$7,635,821.09
- b. **ORDINANCE M-59-16:** An Ordinance Levying Taxes for the City of Des Plaines, Cook County, Illinois for the Fiscal Year Beginning January 1, 2017 and Ending December 31, 2017
- c. **RESOLUTION R-185-16:** A Resolution Approving the 2017 Annual Budget for the City of Des Plaines
2. a. **ORDINANCE Z-31-16:** An Ordinance Granting a Conditional Use Permit for a Food Processing Establishment on a Site in the C-3 Zoning District at 1550 S. Mt. Prospect Road, Des Plaines (Case #16-072-CU)
- b. **ORDINANCE Z-32-16:** An Ordinance Approving a Major Variation from Section 12-8-1 of the City of Des Plaines Zoning Ordinance at 645 Meadow Drive, Des Plaines (Case #16-068-V)
- c. **ORDINANCE Z-33-16:** An Ordinance Granting an Extension of the Conditional Use Permit and Major Variation for 1529 Rand Road, Des Plaines
3. a. **ORDINANCE M-58-16:** An Ordinance Amending the Code of the City of Des Plaines Regarding the Licensing of Solicitors

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.


**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT**

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

MEMORANDUM

Date: November 21, 2016

To: Michael G. Bartholomew, MCP, LEED AP, City Manager
Michael McMahon, Community and Economic Development Director

From: Lauren Pruss, AICP, Economic Development Coordinator ^(LP)
Davorka I. Kirincic, AICP, Associate Planner / CDBG Administrator ^[Signature]

Subject: Public Hearing Regarding Program Year 2015 CDBG Consolidated Annual Performance & Evaluation Report Adoption

Issue: The Consolidated Annual Performance & Evaluation Report (CAPER) is an annual document detailing the accomplishments of the Community Development Block Grant (CDBG) program and requires City Council approval before submitting to the U.S. Department of Housing and Urban Development (HUD).

Analysis: The City of Des Plaines Program Year (PY) 2015 CAPER summarizes the program performance of Year 1 of the CDBG Consolidated Plan (PY2015 Action Plan, October 1, 2015 to September 30, 2016). The CAPER reports on the expenditures and accomplishments of the public service, housing and infrastructure programs performed in respect to the goals established in the Action Plan, as summarized in the memorandum transmitting the resolution and complete package under the Consent Agenda.

This public hearing will complete the required public comment period as required by HUD. The 15-day public comment period for the CAPER began November 18, 2016, following a legal notice published in the Journal and Topics on November 4, 2016. The CAPER is available for public viewing at the following link, as well as at City Hall.

<http://www.desplaines.org/civicax/filebank/blobdload.aspx?BlobID=24053>

Recommendation: I recommend that the City Council hold the public hearing regarding the PY2015 CAPER and adopt this item that is on the Consent Agenda for December 5, 2016.



FINANCE DEPARTMENT

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

MEMORANDUM

Date: November 15, 2016
To: Michael Bartholomew, City Manager
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance *DW*
Subject: 2016 Property Tax Public Hearing

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

Analysis: The first step in complying with the requirements of the ITTA is to determine whether the 2016 estimated aggregate levy is 5% or more than the 2015 property tax extension. Below is a breakdown of the 2015 property tax extension as compared to the 2016 estimated aggregate levy:

2015 Property Tax Extension		2016 Estimated Property Tax Levy			
Fund	Amount	Fund	Amount	+/- %	+/- \$
Corporate Fund	13,984,176	Corporate Fund	12,830,100	-8.25%	-1,154,076
Police Pension Fund	5,150,000	Police Pension Fund	5,250,000	1.94%	100,000
Fire Pension Fund	4,532,000	Fire Pension Fund	4,900,000	8.12%	368,000
Library Board Fund	6,196,929	Library Board Fund	6,016,436	-2.91%	-180,493
ITTA Aggregate Property Tax Extension	29,863,105	ITTA Aggregate Property Tax Levy	28,996,536	-2.90%	-866,569
Debt Service Fund	111,594	Debt Service Fund	103,050	-7.66%	-8,544
Total Property Tax Extension	29,974,699	Total Property Tax Levy	29,099,586	-2.92%	-875,113

Since the 2016 estimated aggregate levy is below the 2015 property tax extension (2.92% decrease), the City is not required to publish a legal notice and hold a public hearing. However, I recommend publishing a legal notice

and holding a public hearing as it would provide the City Council with increased flexibility in determining the 2016 property tax levy amount and more opportunity for public input.

Below are the primary aspects of the 2016 estimated tax levy as shown in the table above for the purposes of the ITTA public hearing requirements:

- The General Fund's tax levy amount of \$12,830,100 represents an 8.25% decrease from the 2015 tax extension.
- The Police Pension tax levy amount of \$5,250,000 represents a 1.94% increase from the 2015 tax extension.
- The Fire Pension tax levy amount of \$4,900,000 represents an 8.12% increase from the 2015 tax extension.
- The Library Board's tax levy amount of \$6,016,436 represents a 2.91% decrease from the 2015 tax extension.
- The 2016 estimated ITTA "aggregate" levy amount of \$28,996,536 represents a 2.90% decrease from the 2015 tax extension.
- The Debt Service tax levy amount of \$103,050 represents a 7.66% decrease from the 2015 tax extension.
- The 2016 estimated total tax levy amount of \$29,099,586 represents a 2.92% decrease from the 2015 tax extension.

Recommendation: This memorandum is solely to inform the City Council that the public hearing on the 2016 property tax levy will be held on Monday, December 5, 2016, at 7:00pm (at the beginning of the regularly scheduled City Council meeting).

Attachments:

Attachment 1: Notice of Public Hearing

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

- I. A public hearing to approve a proposed property tax levy for the City of Des Plaines, Illinois (the "taxing district") for 2016 will be held at 7:00 PM on December 5, 2016 at Des Plaines City Hall, Room 102, 1420 Miner Street, Des Plaines, Illinois 60016.

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

- II. The corporate and special purpose property taxes extended or abated for 2015 were \$29,863,105.

The proposed corporate and special purpose property taxes to be levied for 2016 are \$28,996,536. This represents a decrease of (2.90%) from the previous year.

- III. The property taxes extended for debt service and public building commission leases for 2015 were \$111,594.

The estimated property taxes to be levied for debt service and public building commission leases for 2016 are \$103,050. This represents a decrease of (7.66%) from the previous year.

- IV. The total property taxes extended or abated for 2015 were \$29,974,699.

The estimated total property taxes to be levied for 2016 are \$29,099,586. This represents a decrease of (2.92%) from the previous year.



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: October 19, 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 & Engineering *TPO*

Subject: Amendment to Small Cell Wireless Telecommunications Ordinance

Issue: The City Council passed Ordinance M-13-16 on May 2, 2016 in order to regulate the installation and location of small cell wireless telecommunication facilities that are proposed by various providers within the City's rights of way. Since the adoption, there have been some issues that have arisen that require revisions to the original ordinance.

Analysis: In order to regulate the various small cell wireless telecommunication facilities, a new chapter of the City Code was established. After further review of recent applications from wireless providers, the City's General Counsel has recommended that the small cell ordinance be incorporated into Chapter 5 of Title 9 of the City Code, "Construction of Utility Facilities in the Public Rights of Way." This will allow for more extensive installation requirements within the City's rights of way and will also clarify the definition of small cell facilities.

Recommendation: We recommend the adoption of Ordinance M-53-16 which amends Chapter 5, to include Small Cell Regulations to Title 9 of the Des Plaines City Code.

Attachment:
Ordinance- M-53-16

CITY OF DES PLAINES

ORDINANCE M - 53 - 16

**AN ORDINANCE AMENDING CHAPTER 5 OF TITLE 9
OF THE DES PLAINES CITY CODE TO REGULATE
SMALL CELL WIRELESS TELECOMMUNICATION
FACILITIES.**

WHEREAS, the City of Des Plaines 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, Title 9 of the City Code of the City of Des Plaines, as amended ("*City Code*"), regulates public utilities, including the location and construction of utility facilities located within the City; and

WHEREAS, Chapter 8, titled "Small Cell Regulations," of Title 9 regulates the location, installation, and maintenance of "small cell" wireless telecommunication facilities ("*Small Cells*") within the City ("*Small Cell Regulations*"); and

WHEREAS, wireless telecommunication providers desire to install numerous new Small Cells located within public rights-of-way within the City; and

WHEREAS, the installation of Small Cells within the City has potential adverse impacts on the public health, safety, and welfare of the City and its residents; and

WHEREAS, the City Council desires to amend the Small Cell Regulations to minimize these adverse impacts and to equitably allocate opportunities to install and maintain Small Cells at locations within the City in accordance with applicable federal and State law; and

WHEREAS, the City Council desires to amend Title 9 to properly regulate the installation and location of Small Cells; and

WHEREAS, the City Council has determined that it is necessary and in the best interest of the City to amend Title 9 of the City Code as set forth in this Ordinance;

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

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

SECTION 2: REPEALER. Chapter 8, titled "Small Cell Regulations," of Title 9, titled "Public Utilities," is hereby repealed in its entirety and reserved for future use.

SECTION 3: SMALL CELL REGULATIONS. Chapter 5, titled "Construction of Utility Facilities in the Public Rights of Way," of Title 9, titled "Public Utilities," of the City Code is hereby amended to read as follows:

“9-5-1: PURPOSE AND SCOPE:

- A. Purpose: The purpose of this chapter is to establish policies and procedures for constructing facilities on rights of way within the city’s jurisdiction, which will provide public benefit consistent with the preservation of the integrity, safe usage, and visual qualities of the city rights of way and the city as a whole.
- B. Facilities Subject To This Chapter: This chapter applies to all facilities on, over, above, along, upon, under, across or within the public rights of way within the jurisdiction of the city. A facility lawfully established prior to the effective date of this chapter may continue to be maintained, repaired and operated by the utility as presently constructed and located, except as may be otherwise provided in any applicable franchise, license or similar agreement.
- C. Franchises, Licenses Or Similar Agreements: The city, in its discretion and as limited by law, may require utilities to enter into a franchise, license or similar agreement for the privilege of locating their facilities on, over, above, along, upon, under, across or within the city rights of way. Utilities that are not required by law to enter into such an agreement may request that the city enter into such an agreement. In such an agreement, the city may provide for terms and conditions inconsistent with this chapter.
- D. Effect Of Franchises, Licenses Or Similar Agreements:
 - 1. Utilities Other Than Telecommunications Providers: In the event that a utility other than a telecommunications provider has a franchise, license or similar agreement with the city, such franchise, license or similar agreement shall govern and control during the term of such agreement and any lawful renewal or extension thereof.
 - 2. Telecommunications Providers: In the event of any conflict with, or inconsistency between, the provisions of this chapter and the provisions of any franchise, license or similar agreement between the city and any telecommunications provider, the provisions of such franchise, license or similar agreement shall govern and control during the term of such agreement and any lawful renewal or extension thereof.
- E. **Small Cell Facilities: Because of the potential adverse impacts of the installation of small cells in numerous locations throughout the city, this chapter includes standards and regulations intended to prevent adverse impacts while equitably allocating and regulating the location, installation, and maintenance of small cells. The standards and regulations are based on the following factors among other relevant considerations: 1) the infrastructure, coverage, and capacity needs of**

wireless carriers seeking to install small cells, 2) the number and types of existing wireless carrier infrastructure facilities located within and abutting the city, 3) the priority of sites assigned in this chapter for installation of small cells, and 4) the potential adverse impacts of small cells on the City.

F. Conflicts With Other Chapters: This chapter supersedes all chapters or parts of chapters adopted prior hereto that are in conflict herewith, to the extent of such conflict.

FG. Conflicts With State And Federal Laws: In the event that applicable federal or state laws or regulations conflict with the requirements of this chapter, the utility shall comply with the requirements of this chapter to the maximum extent possible without violating federal or state laws or regulations.

GH. Sound Engineering Judgment: The city shall use sound engineering judgment when administering this chapter and may vary the standards, conditions, and requirements expressed in this chapter when the city so determines. Nothing herein shall be construed to limit the ability of the city to regulate its rights of way for the protection of the public health, safety and welfare. (Ord. M-24-99, 6-21-1999)

9-5-2: DEFINITIONS:

As used in this chapter and unless the context clearly requires otherwise, the words and terms listed shall have the meanings ascribed to them in this section. Any term not defined in this section shall have the meaning ascribed to it in 92 Illinois administrative code section 530.30, unless the context clearly requires otherwise.

AASHTO: American Association of State Highway and Transportation Officials.

ANSI: American National Standards Institute.

ASTM: American Society for Testing and Materials.

APPLICANT: A person applying for a permit under this chapter.

BACKFILL: The methods or materials for replacing excavated material in a trench or pit.

BORE OR BORING: To excavate an underground cylindrical cavity for the insertion of a pipe or electrical conductor.

CARRIER PIPE: The pipe enclosing the liquid, gas or slurry to be transported.

CASING: A structural protective enclosure for transmittal devices such as: carrier pipes, electrical conductors and fiber optic devices.

CITY: The city of Des Plaines.

CLEAR ZONE: The total roadside border area, starting at the edge of the pavement, available for safe use by errant vehicles. This area may consist of a shoulder, a recoverable slope, a non-recoverable slope, and a clear runout area. The desired width is dependent upon the traffic volumes and speeds, and on the roadside geometry. Distances are specified in the AASHTO roadside design guide.

COATING: Protective wrapping or mastic cover applied to buried pipe for protection against external corrosion.

CODE: The municipal Code of the city of Des Plaines.

CONDUCTOR: Wire carrying electrical current.

CONDUIT: A casing or encasement for wires or cables.

CONSTRUCTION OR CONSTRUCT: The installation, repair, maintenance, placement, alteration, enlargement, demolition, modification or abandonment in place of facilities.

COVER: The depth of earth or backfill over buried utility pipe or conductor.

CROSSING FACILITY: A facility that crosses one or more right of way lines of a right of way.

DIRECTOR OF PUBLIC WORKS AND ENGINEERING: The city director of public works and engineering or his designee.

DISRUPT THE RIGHT OF WAY: For the purposes of this chapter, any work that obstructs the right of way or causes a material adverse effect on the use of the right of way for its intended use. Such work may include, without limitation, the following: excavating or other cutting; placement (whether temporary or permanent) of materials, equipment, devices, or structures; damage to vegetation; and compaction or loosening of the soil, and shall not include the parking of vehicles or equipment in a manner that does not materially obstruct the flow of traffic on a highway.

EMERGENCY: Any immediate maintenance to the facility required for the safety of the public using or in the vicinity of the right of way or immediate maintenance required for the health and safety of the general public served by the utility.

ENCASEMENT: Provision of a protective casing.

~~**ENGINEER:** The director of engineering or his designee.~~

EQUIPMENT: Materials, tools, implements, supplies, and/or other items used to facilitate construction of facilities.

EXCAVATION: The making of a hole or cavity by removing material, or laying bare by digging.

EXTRA HEAVY PIPE: Pipe meeting ASTM standards for this pipe designation.

FACILITY: All structures, devices, objects, and materials (including track and rails, wires, ducts, fiber optic cable, communications and video cables and wires, poles, conduits, grates, covers, pipes, cables, and appurtenances thereto) located on, over, above, along, upon, under, across or within rights of way under this chapter, except those owned by the city.

FREESTANDING FACILITY: A facility that is not a crossing facility or a parallel facility, such as an antenna, transformer, pump or meter station.

FRONTAGE ROAD: Roadway, usually parallel, providing access to land adjacent to the highway where it is precluded by control of access on highway.

HAZARDOUS MATERIALS: Any substance or material which, due to its quantity, form, concentration, location or other characteristics, is determined by the director of public works and engineering to pose an unreasonable and imminent risk to the life, health or safety of persons or property or to the ecological balance of the environment, including, but not limited to, explosives, radioactive materials, petroleum or petroleum products or gases, poisons, etiology (biological) agents, flammables, corrosives or any substance determined to be hazardous or toxic under any federal or state law, statute or regulation.

HIGHWAY: A specific type of right of way used for vehicular traffic including rural or urban roads or streets. "Highway" includes all highway land and improvements, including roadways, ditches and embankments, bridges, drainage structures, signs, guardrails, protective structures and appurtenances necessary or convenient for vehicle traffic.

HIGHWAY CODE: The Illinois highway code, 605 Illinois Compiled Statutes 5/1-101 et seq., as amended from time to time.

IDOT: Illinois department of transportation.

ILCC: Illinois commerce commission.

JACKING: Pushing a pipe horizontally under a roadway by mechanical means with or without boring.

JETTING: Pushing a pipe through the earth using water under pressure to create a cavity ahead of the pipe.

JOINT USE: The use of pole lines, trenches or other facilities by two or more utilities.

MAJOR INTERSECTION: The intersection of two or more major arterial highways.

OCCUPANCY: The presence of facilities on, over or under right of way.

PARALLEL FACILITY: A facility that is generally parallel or longitudinal to the center line of a right of way.

PARKWAY: Any portion of the right of way not improved by street or sidewalk.

PAVEMENT CUT: The removal of an area of pavement for access to facility or for the construction of a facility.

PERMITTEE: That entity to which a permit has been issued pursuant to sections 9-5-4 and 9-5-5 of this chapter.

PETROLEUM PRODUCTS PIPELINES: Pipelines carrying crude or refined liquid petroleum products including, but not limited to, gasoline, distillates, propane, butane, or coal slurry.

PRACTICABLE: That which is performable, feasible or possible, rather than that which is simply convenient.

PRESSURE: The internal force acting radially against the walls of a carrier pipe expressed in pounds per square inch gauge (psig).

PROMPT: That which is done within a period of time specified by the city. If no time period is specified, the period shall be 30 days.

PUBLIC ENTITY: A legal entity that constitutes or is part of the government, whether at local, state or federal level.

RESTORATION: The repair of a right of way, highway, roadway, or other area disrupted by the construction of a facility.

RIGHT OF WAY: Any street, alley, other land or waterway, dedicated or commonly used for utility purposes, including utility easements in which the city has the right and authority to authorize, regulate or permit the location of facilities other than those of the city. Right of way shall not include any real or personal city property that is not specifically described in the previous two sentences and shall not include city buildings, fixtures, and other structures or improvements, regardless of whether they are situated in the right of way.

ROADWAY: That part of the highway that includes the pavement and shoulders.

SALE OF TELECOMMUNICATIONS AT RETAIL: The transmitting, supplying, or furnishing of telecommunications and all services rendered in connection therewith for a consideration, other than between a parent corporation and its wholly owned subsidiaries or between wholly owned subsidiaries, when the gross charge made by one such corporation to another such

corporation is not greater than the gross charge paid to the retailer for their use or consumption and not for sale.

SECURITY FUND: That amount of security required pursuant to section 9-5-10 of this chapter.

SHOULDER: A width of roadway, adjacent to the pavement, providing lateral support to the pavement edge and providing an area for emergency vehicular stops and storage of snow removed from the pavement.

SMALL CELL: A low-powered wireless base station, including an antenna, transceiver equipment, and cabinets, that functions like a cell in a wireless mobile network but provides significantly smaller coverage area than a traditional macro cell. The term “small cell” includes microcells, DAS installations, and all similar facilities.

SMALL CELL FACILITY: A small cell and its support structure and appurtenances.

SMALL CELL SITE: A location approved by the city where a small cell facility has been or may be installed.

SOUND ENGINEERING JUDGMENT: A decision(s) consistent with generally accepted engineering principles, practices and experience.

TELECOMMUNICATIONS: Includes, but is not limited to, messages or information transmitted through use of local, toll, and wide area telephone service, channel services, telegraph services, teletypewriter service, computer exchange service, private line services, specialized mobile radio services, or any other transmission of messages or information by electronic or similar means, between or among points by wire, cable, fiber optics, laser, microwave, radio, satellite, or similar facilities. Unless the context clearly requires otherwise, “telecommunications” shall also include wireless telecommunications as defined in the Illinois telecommunications infrastructure maintenance fee act, 35 Illinois Compiled Statutes 635/1 et seq. “Telecommunications” shall not include value added services in which computer processing applications are used to act on the form, content, code, and protocol of the information for purposes other than transmission. “Telecommunications” shall not include purchase of telecommunications by a telecommunications service provider for use as a component part of the service provided by him to the ultimate retail consumer who originates or terminates the end to end communications. Retailer access charges, right of access charges, charges for use of intercompany facilities, and all telecommunications resold in the subsequent provision and used as a component of, or integrated into, end to end telecommunications service shall not be included in gross charges as sales for resale. “Telecommunications” shall not include the provision of cable services through a cable system as defined in the cable communications act of 1984 (47 USC section 521 and following) as now or hereafter amended or cable or other programming services subject to an open video system fee payable to the city through an open video system as defined in the Rules of the federal communications commission (47 CDF 76.1550 and following) as now or hereafter amended.

TELECOMMUNICATIONS PROVIDER: Any person that installs, owns, operates or controls

facilities in the public right of way used or designed to be used to transmit telecommunications in any form.

TELECOMMUNICATIONS RETAILER: Every person engaged in making sales of telecommunications at retail as defined herein.

TRENCH: A relatively narrow open excavation for the installation of an underground facility.

UTILITY: The individual or entity owning or operating any “facility” as defined in this chapter.

VENT: A pipe to allow the dissipation into the atmosphere of gases or vapors from an underground casing.

WATER LINES: Pipelines carrying raw or potable water.

WET BORING: Boring using water under pressure at the cutting auger to soften the earth and to provide a sluice for the excavated material. (Ord. M-24-99, 6-21-1999)

9-5-3: ANNUAL REGISTRATION REQUIRED:

Every utility that occupies right of way within the city shall register on January 1 of each year with the director of public works and engineering ~~and/or director of public works~~, providing the utility’s name, address and regular business telephone and telecopy numbers, the name of one or more contact persons who can act on behalf of the utility in connection with emergencies involving the utility’s facilities in the right of way and a 24 hour telephone number for each such person, and evidence of insurance as required in section 9-5-8 of this chapter, in the form of a certificate of insurance. A telecommunications provider that has registered under this section, shall be deemed to have satisfied the registration requirement herein. (Ord. M-24-99, 6-21-1999)

9-5-4: PERMIT REQUIRED; APPLICATIONS AND FEES:

- A. Permit Required: No person shall “construct”, as defined in this chapter, any facility on, over, above, along, upon, under, across or within any city right of way which: 1) changes the location of the facility, 2) adds a new facility, 3) disrupts the “right of way”, as defined in this chapter, or 4) materially increases the amount of area or space occupied by the facility on, over, above, along, under, across or within the right of way, without first filing an application with the director of public works and engineering and obtaining a permit from the city therefor, except as otherwise provided in this chapter. No permit shall be required for installation and maintenance of service connections to customers’ premises where there will be no disruption of the right of way.
- B. Permit Application: All applications for permits pursuant to this chapter shall be filed on a form provided by the city and shall be filed in such number of duplicate copies as the city may designate. The applicant may designate those portions of its application materials that is reasonably believed to contain proprietary or confidential information as proprietary or confidential by clearly marking each page of such materials accordingly.

- C. Minimum General Application Requirements: The application shall be made by the utility or its duly authorized representative and shall contain, at a minimum, the following:
1. The utility's name and address and telephone and telecopy numbers;
 2. The applicant's name and address, if different than the utility, its telephone, telecopy numbers, email address, and its interest in the work;
 3. The names, addresses and telephone and telecopy numbers and e-mail addresses of all professional consultants, if any, advising the applicant with respect to the application;
 4. A general description of the proposed work and the purposes and intent of the facility and the uses to which the facility will be put. The scope and detail of such description shall be appropriate to the nature and character of the work to be performed, with special emphasis on those matters likely to be affected or impacted by the work proposed;
 5. Evidence that the utility has placed on file with the city:
 - a. A written traffic control plan demonstrating the protective measures and devices that will be employed consistent with the Illinois manual on uniform traffic control devices, to prevent injury or damage to persons or property and to minimize disruptions to efficient pedestrian and vehicular traffic; and
 - b. An emergency contingency plan which shall specify the nature of potential emergencies, including, without limitation, construction and hazardous materials emergencies, and the intended response by the applicant. The intended response shall include notification to the city and shall promote protection of the safety and convenience of the public. Compliance with ILCC regulations for emergency contingency plans constitutes compliance with this section unless the city finds that additional information or assurances are needed;
 6. Drawings, plans and specifications showing the work proposed, including the certification of an engineer that such drawings, plans, and specifications comply with applicable codes, rules and regulations;
 7. Evidence of insurance as required in section 9-5-8 of this chapter;
 8. Evidence of posting of the security fund as required in section 9-5-10 of this chapter;

9. Any request for a variance from one or more provisions of this chapter; and
 10. Such additional information as may be reasonably required by the city.
- D. Supplemental Application Requirements For Specific Types Of Utilities: In addition to the requirements of subsection C of this section, the permit application shall include the following items as applicable to the specific utility that is the subject of the permit application:
1. In the case of new electric power, communications or natural gas distribution system installation, evidence that any certificate of public convenience and necessity has been issued by the ILCC that the applicant is required by law, or has elected, to obtain;
 2. In the case of natural gas systems, state the proposed pipe size, design, construction class and operating pressures;
 3. In the case of water lines, indicate that all requirements of the Illinois environmental protection agency division of public water supplies, and the city have been satisfied;
 4. In the case of sewer line installations, indicate that the land and water pollution requirements of the Illinois environmental protection agency, division of water pollution control and the metropolitan water reclamation district, and the city have been satisfied; or
 5. In the case of petroleum products pipelines, state the type or types of petroleum products, pipe size, maximum working pressure, and the design standard to be followed.
 - 6. In the case of a small cell, include the following:**
 - a. A written statement of the wireless carrier or its contractor or consultant of the need and purpose for the small cell or cells as proposed.**
 - b. A description, maps, and data of the wireless carrier's existing wireless facilities within the City and within one-half mile of the City.**
 - c. A statement of the coverage or capacity gaps or deficiencies within the wireless carrier's system, and how the installation of the small cells as proposed would address those coverage or capacity gaps or deficiencies.**

- d. The location and photographs of each proposed small cell site and its immediate surroundings, depicting the poles or structures on which each proposed small cell facility would be mounted.
- e. Specifications and drawings for each proposed small cell facility as it is proposed to be installed.
- f. A statement of the total number of small cells the wireless carrier estimates it will seek within the City and a map or drawing generally depicting the locations within the City of the anticipated small cell sites.
- g. A schedule for the installation of the estimated small cell facilities, if approved.
- h. A data, site, and plan fee in the amount of \$1,000.00 for each small cell.

- E. Applicant's Duty To Update Information: Throughout the entire permit application review period and the construction period authorized by the permit, any amendments to information contained in a permit application shall be submitted by the utility in writing to the city within 30 days after the change necessitating the amendment.
- F. Application Fees: Unless otherwise provided by this chapter, a franchise, a license, or a similar agreement, all applications for permits pursuant to this chapter shall be accompanied by a fee in the amount of \$50.00. Except for the data, site, and plan fee and the review analysis fee for a small cell, no application fee is required to be paid by any telecommunications retailer that is paying the municipal telecommunications infrastructure maintenance fee or the optional state telecommunications infrastructure maintenance fee pursuant to the telecommunications municipal infrastructure maintenance fee act, or by any electricity utility that is paying the municipal electricity infrastructure maintenance fee pursuant to the electricity infrastructure maintenance fee act. (Ord. M-24-99, 6-21-1999)

9-5-5: ACTION ON PERMIT APPLICATIONS:

- A. City Review Of Permit Applications: Completed permit applications, containing all required documentation, shall be examined by the director of public works and engineering within a reasonable time after filing. If the application does not conform to the requirements of all applicable ordinances, codes, laws, rules, and regulations, the director of public works and engineering shall reject such application in writing, stating the reasons therefor. If the director of public works and engineering is satisfied that the proposed work conforms to the requirements of this chapter and all applicable ordinances, codes, laws, rules and regulations, the director of public works and engineering shall issue a permit therefor as soon as practicable.

B. Additional City Review Of Applications Of Telecommunications Retailers:

1. Pursuant to section 4 of the telephone company act, a telecommunications retailer shall notify the city that it intends to commence work governed by this chapter for facilities for the provision of telecommunications services. Such notice shall consist of plans, specifications, and other documentation sufficient to demonstrate the purpose and intent of the facilities, and shall be provided by the telecommunications retailer to the city not less than 10 days prior to the commencement of work requiring no excavation and not less than 30 days prior to the commencement of work requiring excavation. The director of **public works and engineering** shall specify the portion of the right of way upon which the facility may be placed, used and constructed.
2. In the event that the director of **public works and engineering** fails to provide such specification of location to the telecommunications retailer within either: a) 10 days after service of notice to the city by the telecommunications retailer in the case of work not involving excavation for new construction or b) 25 days after service of notice by the telecommunications retailer in the case of work involving excavation for new construction, the telecommunications retailer may commence work without obtaining a permit under this chapter.
3. Upon the provision of such specification by the city, where a permit is required for work pursuant to section 9-5-4 of this chapter the telecommunications retailer shall submit to the city an application for a permit and any and all plans, specifications and documentation available regarding the facility to be constructed. Such application shall be subject to the requirements of subsection A of this section. (Ord. M-24-99, 6-21-1999)

C. Additional City Review Of Applications And Standards For Small Cells: For a small cell, the director of public works and engineering will review the application information required in this section. Standards for small cell reviews include:

1. **The director of public works and engineering will not: (a) unreasonably discriminate among providers of functionally equivalent services, (b) prohibit or create the effect of prohibiting the provision of personal wireless services by a wireless carrier, or (c) regulate the placement, installation, and modification of small cell facilities on the basis of the environmental effects of radio frequency emissions to the extent such facilities comply with the FCC's regulations concerning such emissions.**
2. **The city may reasonably limit the number of small cell sites available within the city at the particular time of the application and in the particular locations listed in the application, based on the current inventory and locations of available sites and current total demand for small cell sites by wireless carriers.**

3. Based on various factors including among others public safety, existing city facilities, utilities, existing telecommunications infrastructure, fair and equitable allocation of infrastructure, and adverse impact of city residents, the following priority of locations applies to small cell sites. A small cell must be located at the highest priority location, and no small cell may be installed at a lower priority location unless no higher priority location is available or technically feasible within the vicinity of the proposed small cell site or the director of public works and engineering grants an exception under paragraph 5 below. The following priority of locations applies to small cell sites, in descending order:

a. Utility poles owned or maintained by ComEd or other public utilities.

b. Privately-owned utility poles, but only in locations approved by the city.

c. City-owned utility poles (whether existing or to be installed) in the following order of priority: (i) within an arterial street right-of-way, (ii) within a parking lot or on other property related to a governmental or institutional use, and (iii) within a collector street right-of-way.

d. City-owned light poles or standards (whether existing or to be installed) in the following priority: (i) within an arterial street right-of-way, (ii) within a parking lot or on other property related to a governmental or institutional use, and (iii) within a collector street right-of-way.

e. City-owned utility poles not included in subsections (c) or (d) above.

f. Utility poles, regardless how owned or by whom, located in a rear yard (or abutting easement).

4. Small cell sites are prohibited at the following locations unless the director of public works and engineering grants an exception under paragraph 5 below:

1. All R-1, R-2, and R-3 Residential Districts.

2. A utility pole located in a public parkway abutting a front yard of a single-family detached dwelling or a corner side yard of a single-family detached dwelling except within three feet of the rear lot line.

3. The following newly installed poles: (a) a newly-installed utility pole in a public right-of-way not owned by ComEd, another public utility, or the city, unless the pole has been approved by the city or (b) a

newly-installed pole on private property, except if the city has approved the pole for placement of a small cell.

5. The director of public works and engineering may grant an exception to the priority of small cell sites or to the prohibited locations for a particular small cell, but only if the wireless carrier demonstrates a specific, significant need for that small cell in a particular location, which need cannot be satisfied reasonably without granting an exception.
6. The director of public works and engineering must review a properly completed permit application within a reasonable time consistent with applicable state and federal laws and regulations. A denial of an application for a permit must be made in writing, stating the reason or reasons for the denial. If the Director is satisfied that the application conforms to the requirements of this chapter and all applicable ordinances, codes, laws, rules and regulations, then the Director must approve the application and issue the permit as soon as practicable.
7. If an application for a permit is denied, then the applicant may appeal the denial to the city manager. The appeal must be in writing and include a copy of the application and a statement of the reasons why the permit should be granted in accordance with this chapter. The appeal may include a request for a meeting with the city manager. On receipt of a written request for a meeting, the city manager will set a date for the meeting that is not more than 10 business days after receipt of the request or such later time requested by the appellant. At the meeting, the city manager will hear from all interested persons, including the appellant, the director of public works and engineering, and other city staff as appropriate. The city manager will issue a written decision on the appeal within five business days after completion of the meeting. The decision of the city manager will be final.
8. Each small cell facility will be reviewed annually beginning in the first calendar year after the small cell facility was installed. On or before October 31 each year, each owner or operator of a small cell must submit a statement and accompanying data and documents stating the location of the small cell facility and its current operational status. The review information must include (a) any change or update to information required by section 9-5-4A6 of this Code and (b) a review analysis fee of \$500.00 for each small cell included in the review. If the director of public works and engineering determines a small cell has failed its review as a result of incomplete information, a law or code violation, inconsistency with the plans, specifications, drawing, or other information related to the small cell, failure to pay the review fee, or other material matter, then the director will notify the owner or operator of the failure, stating the reason or reasons for the failure and ordering that action be taken to cure the failure. The director may set a timetable for the cure that is reasonable for achieving the cure, but

not less than five days or more than 45 days. An owner or operator that filed the review information may appeal a determination of failure in the same manner as provided for the denial of a permit in paragraph 7 above. An appeal will stay the time period set by the director for curing the failure. If a determination of failure is upheld on appeal, then the owner or operator must cure the failure within the time period set by the director. The failure to cure within that time period may result in an order requiring the small cell to be removed no later than 60 days after notice of the city requiring removal. The city has the right, but not the obligation, to remove a small cell for which a failure has not been cured as required herein and to charge the applicant with the costs incurred by the city in connection with removal.

9-5-6: EFFECT OF PERMIT:

- A. Authority Granted; No Property Right Or Other Interest Created: A permit from the city authorizes a permittee to undertake only certain activities in accordance with this chapter on city rights of way, and does not create a property right or grant authority to the permittee to impinge upon the rights of others who may have an interest in the public rights of way.
- B. Compliance With All Laws Required: The issuance of a permit by the city does not excuse the permittee from complying with other requirements of the city and all applicable statutes, laws, ordinances, rules, and regulations. (Ord. M-24-99, 6-21-1999)

9-5-7: REVISED PERMIT DRAWINGS:

In the event that the actual locations of any facilities deviate in any material respect from the locations identified in the plans, drawings and specifications submitted with the permit application, the permittee shall submit a revised set of drawings or plans to the city within 90 days after the completion of the permitted work. The revised drawings or plans shall specifically identify where the locations of the actual facilities deviate from the locations approved in the permit. If any deviation from the permit also deviates from the requirements of this chapter, it shall be treated as a request for variance in accordance with section 9-5-21 of this chapter. If the city denies the request for a variance, then the permittee shall either remove the facility from the right of way or modify the facility so that it conforms to the permit and submit revised drawings or plans therefor. (Ord. M-24-99, 6-21-1999)

9-5-8: INSURANCE:

- A. Required Coverages And Limits: Unless otherwise provided by franchise, license, or similar agreement, each utility occupying right of way or constructing any facility in the right of way shall secure and maintain the following liability insurance policies insuring the utility as named insured and naming the city, and its elected and appointed officers, officials, agents, and employees as additional insureds on the policies listed in subsections A1 and A2 of this section:

1. Commercial general liability insurance, including premises-operations, explosion, collapse, and underground hazard (commonly referred to as “X”, “C”, and “U” coverages) and products completed operations coverage with limits not less than:
 - a. \$5,000,000.00 for bodily injury or death to each person;
 - b. \$5,000,000.00 for property damage resulting from any one accident; and
 - c. \$5,000,000.00 for all other types of liability;
 2. Automobile liability for owned, non-owned and hired vehicles with a combined single limit of \$1,000,000.00 for personal injury and property damage for each accident;
 3. Workers’ compensation with statutory limits; and
 4. Employer’s liability insurance with limits of not less than \$1,000,000.00 per employee and per accident.
- B. Excess Or Umbrella Policies: The coverages required by this section may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
- C. Copies Required: The utility shall provide copies of any of the policies required by this section to the city within 10 days following receipt of a written request therefor from the city.
- D. Maintenance And Renewal Of Required Coverages: The insurance policies required by this section shall contain the following endorsement:
- It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until 30 days after receipt by the city, by registered mail or certified mail, return receipt requested, of a written notice addressed to the city manager of such intent to cancel or not to renew.*
- Within 10 days after receipt by the city of said notice, and in no event later than 10 days prior to said cancellation, the utility shall obtain and furnish to the city evidence of replacement insurance policies meeting the requirements of this section.
- E. Self-Insurance: A utility may self-insure all or a portion of the insurance coverage and limit requirements required by subsection A of this section. A utility that self-insures is not required, to the extent of such self-insurance, to comply with the requirement for the naming of additional insureds under subsection A of this section, or the requirements of subsections B, C and D of this section. A utility that elects to self-insure shall provide to

the city evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage and limit requirements required under subsection A of this section, such as evidence that the utility is a private self-insurer under the workers compensation act.

- F. Effect Of Insurance And Self-Insurance On Utility's Liability: The legal liability of the utility to the city and any person for any of the matters that are the subject of the insurance policies or self-insurance required by this section shall not be limited by such insurance policies or self-insurance or by the recovery of any amounts thereunder. (Ord. M-24-99, 6-21-1999)

9-5-9: INDEMNIFICATION:

By occupying or constructing facilities in the right of way, a utility shall be deemed to agree to defend, indemnify and hold the city and its elected and appointed officials and officers, employees, agents and representatives harmless from and against any and all injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the utility or its affiliates, officers, employees, agents, contractors or subcontractors in the construction of facilities or occupancy of the rights of way, and in providing or offering service over the facilities, whether such acts or omissions are authorized, allowed or prohibited by this chapter or by a franchise, license or similar agreement; provided, however, that the utility's indemnity obligations hereunder shall not apply to any injuries, claims, demands, judgments, damages, losses or expenses arising out of or resulting from the negligence, misconduct or breach of this chapter by the city, its officials, officers, employees, agents or representatives. (Ord. M-24-99, 6-21-1999)

9-5-10: SECURITY:

- A. Purpose: The permittee shall establish a security fund in a form and in an amount as set forth in this section. The security fund shall be continuously maintained in accordance with this section at the permittee's sole cost and expense until the completion of the work authorized under the permit. The security fund shall serve as security for:
1. The faithful performance by the permittee of all the requirements of this chapter;
 2. Any expenditure, damage, or loss incurred by the city occasioned by the permittee's failure to comply with any codes, rules, regulations, orders, permits and other directives of the city issued pursuant to this chapter; and
 3. The payment by permittee of all liens and all damages, claims, costs or expenses that the city may pay or incur by reason of any action or nonperformance by permittee in violation of this chapter including, without limitation, any damage to public property or restoration work the permittee is required by this chapter to perform that the city must perform itself or have completed as a consequence solely of the permittee's failure to perform or complete, and all other payments

due the city from the permittee pursuant to this chapter or any other applicable law. (Ord. M-24-99, 6-21-1999)

- B. Form: The permittee shall provide the security fund to the city in the form of cash or an unconditional letter of credit in a form acceptable to the city for the first \$10,000.00 of required security. The balance of the amount required for the security fund shall be in the form, at the permittee's election, of cash, a surety bond in a form acceptable to the city or an unconditional letter of credit in a form acceptable to the city. Any surety bond or letter of credit provided pursuant to this subsection B shall, at a minimum: (Ord. M-24-99, 6-21-1999; amd. 2002 Code)
1. Provide that it will not be canceled without prior notice to the city and the permittee;
 2. Not require the consent of the permittee prior to the collection by the city of any amounts covered by it; and
 3. Shall provide a location convenient to the city and within the state at which it can be drawn.
- C. Amount: The dollar amount of the security fund shall be sufficient to provide for the reasonably estimated cost to restore the right of way to at least as good a condition as that existing prior to the construction under the permit, as determined by the director of public works and engineering, and may also include reasonable, directly related costs that the city estimates are likely to be incurred if the permittee fails to perform such restoration. Where the construction of facilities proposed under the permit will be performed in phases in multiple locations in the city, with each phase consisting of construction of facilities in one location or a related group of locations, and where construction in another phase will not be undertaken prior to substantial completion of restoration in the previous phase or phases, the director of public works and engineering ~~and/or director of public works~~ may, in the exercise of sound discretion, allow the permittee to post a single amount of security which shall be applicable to each phase of the construction under the permit. The amount of the security fund for phased construction shall be equal to the greatest amount that would have been required under the provisions of this subsection for any single phase.
- D. Withdrawals: The city, upon 14 days' advance written notice clearly stating the reason for, and its intention to exercise withdrawal rights under this subsection, may withdraw an amount from the security fund, provided that the permittee has not reimbursed the city for such amount within the 14-day notice period. Withdrawals may be made if the permittee:
1. Fails to make any payment required to be made by the permittee hereunder;
 2. Fails to pay any liens relating to the facilities that are due and unpaid;

3. Fails to reimburse the city for any damages, claims, costs or expenses which the city has been compelled to pay or incur by reason of any action or nonperformance by the permittee; or
 4. Fails to comply with any provision of this chapter that the city determines can be remedied by an expenditure of an amount in the security fund.
- E. Replenishment: Within 14 days after receipt of written notice from the city that any amount has been withdrawn from the security fund, the permittee shall restore the security fund to the amount specified in subsection C of this section.
- F. Interest: The permittee may request that any and all interest accrued on the amount in the security fund be returned to the permittee by the city, upon written request for said withdrawal to the city, provided that any such withdrawal does not reduce the security fund below the minimum balance required in subsection C of this section.
- G. Closing And Return Of Security Fund: Upon completion of the work authorized under the permit, the permittee shall be entitled to the return of the security fund, or such portion thereof as remains on deposit, within a reasonable time after account is taken for all offsets necessary to compensate the city for failure by the permittee to comply with any provisions of this chapter or other applicable law. In the event of any revocation of the permit, the security fund, and any and all accrued interest therein, shall become the property of the city to the extent necessary to cover any reasonable costs, loss or damage incurred by the city as a result of said revocation, provided that any amounts in excess of said costs, loss or damage shall be refunded to the permittee.
- H. Rights Not Limited: The rights reserved to the city with respect to the security fund are in addition to all other rights of the city, whether reserved by this chapter or otherwise authorized by law, and no action, proceeding or exercise of right with respect to said security fund shall affect any other right the city may have. Notwithstanding the foregoing, the city shall not be entitled to a double monetary recovery with respect to any of its rights which may be infringed or otherwise violated. (Ord. M-24-99, 6-21-1999)

9-5-11: PERMIT SUSPENSION AND REVOCATION:

- A. City Right To Revoke Permit: The city may revoke or suspend a permit issued pursuant to this chapter for one or more of the following reasons:
1. Fraudulent, false, misrepresenting, or materially incomplete statements in the permit application;
 2. Noncompliance with this chapter;
 3. Permittee's physical presence or presence of permittee's facilities on, over, above, along, upon, under, across, or within the public rights of way presents a direct or imminent threat to the public health, safety, or welfare; or

4. Permittee's failure to construct the facilities substantially in accordance with the permit and approved plans.
- B. Notice Of Revocation Or Suspension: The city shall send written notice of its intent to revoke or suspend a permit issued pursuant to this chapter stating the reason or reasons for the revocation or suspension and the alternatives available to permittee under this section.
- C. Permittee Alternatives Upon Receipt Of Notice Of Revocation Or Suspension: Upon receipt of a written notice of revocation or suspension from the city, the permittee shall have the following options:
1. Immediately provide the city with evidence that no cause exists for the revocation or suspension;
 2. Immediately correct, to the satisfaction of the city, the deficiencies stated in the written notice, providing written proof of such correction to the city within five working days after receipt of the written notice of revocation; or
 3. Immediately remove the facilities located on, over, above, along, upon, under, across or within the public rights of way and restore the rights of way to the satisfaction of the city providing written proof of such removal to the city within 10 days after receipt of the written notice of revocation.

The city may, in its discretion, for good cause shown, extend the time periods provided in this subsection C.

- D. Stop Work Order: In addition to the issuance of a notice of revocation or suspension, the city may issue a stop work order immediately upon discovery of any of the reasons for revocation set forth within subsection A of this section.
- E. Failure Or Refusal Of The Permittee To Comply: If the permittee fails to comply with the provisions of subsection C of this section, the city or its designee may, at the option of the city: 1) correct the deficiencies; 2) upon not less than 20 days notice to the permittee, remove the subject facilities or equipment; or 3) after not less than 30 days notice to the permittee of failure to cure the noncompliance, deem them abandoned and property of the city. The permittee shall be liable in all events to the city for all costs of removal. (Ord. M-24-99, 6-21-1999)

**9-5-12: CHANGE OF OWNERSHIP OR OWNER'S IDENTITY
OR LEGAL STATUS:**

- A. Notification Of Change: A utility shall notify the city no less than 30 days prior to the transfer of ownership of any facility in the right of way or change in identity of the utility. The new owner of the utility or the facility shall have all the obligations and privileges

enjoyed by the former owner under the permit, if any, and all applicable laws, ordinances, rules and regulations, including this chapter, with respect to the work and facilities in the right of way.

- B. Amended Permit: A new owner shall request that any current permit be amended to show current ownership. If the new owner fails to have a new or amended permit issued in its name, the new owner shall be presumed to have accepted, and agreed to be bound by, the terms and conditions of the permit if the new owner uses the facility or allows it to remain on the city's right of way.
- C. Insurance And Bonding: All required insurance coverage or bonding must be changed to reflect the name of the new owner upon transfer. (Ord. M-24-99, 6-21-1999)

9-5-13: GENERAL CONSTRUCTION STANDARDS:

- A. Standards And Principles: All construction in the right of way shall be consistent with applicable ordinances, codes, laws rules and regulations, and commonly recognized and accepted traffic control and construction principles, sound engineering judgment and, where applicable, the principles and standards set forth in the following IDOT publications:
 - 1. Standard specifications for road and bridge construction;
 - 2. Supplemental specifications and recurring special provisions;
 - 3. Highway design manual;
 - 4. Highway standards manual;
 - 5. Standard specifications for traffic control items;
 - 6. Illinois manual on uniform traffic control devices (92 Ill. adm. code section 545);
 - 7. Flagger's handbook; and
 - 8. Work site protection manual for daylight maintenance operations.
- B. Interpretation Of Municipal Standards And Principles: If a discrepancy exists between or among differing principles and standards required by this chapter, the director of **public works and** engineering shall determine, in the exercise of sound engineering judgment, which principles apply and such decision shall be final. If requested, the director of **public works and** engineering shall state which standard or principle will apply to the construction, maintenance, or operation of a facility in the future. (Ord. M-24-99, 6-21-1999)

C. Small Cells: The following regulations apply to small cells:

1. No part of a small cell facility installed on a pole may be higher than 40 feet or lower than 10 feet above grade level measured from the bottom of the pole, except that a small cell installed on an existing pole that is greater than 40 feet tall may extend to the top of that pole, but not above the top of that pole. The director of public works and engineering may vary these height limitations on good cause shown, as determined by the director.
2. No small cell antenna may exceed six cubic feet in volume, and no cabinet or other component of a small cell facility may exceed four feet in any dimension. The components of a small cell facility must be the smallest feasible size available in the then-current market.
3. No new small cell facility may be located within 250 feet of an existing small cell facility except for good cause shown, as determined by the director of public works and engineering. If good cause is determined, then the new small cell facility must be located as far as reasonably possible from the existing small cell facility.
4. A small cell facility must be uniform in color, which color must be consistent with or reasonably blend into the utility pole or other structure on which it is installed and the surrounding environs as determined by the director of public works and engineering.
5. No new guy wires or similar support structures, mechanisms, and techniques may be installed as part of any small cell facility.
6. Except as provided in the following sentence of this subsection, no small cell facility may bear any mark, graphic, print, or text of any kind, including without limitation any placard, sign, sticker, banner, or label. A small cell facility may bear warning or notification signs required by federal law or regulations and one small alphanumeric identification marking at a location on the small cell facility that, to the extent reasonably feasible, is not visible from grade level.
7. If the director of public works and engineering determines that a small cell facility's location and appearance will have an adverse impact on the city and its residents, then the director may require that the small cell facility be concealed in a manner approved by the director.
8. If a small cell is not operated or operational for a continuous period of 12 months or longer, then the owner must notify the city in writing and, regardless of whether the owner notifies the city, the small cell will be automatically deemed abandoned. The owner of a small cell deemed abandoned under this subparagraph 8 must remove the small cell facility in its entirety from the city no later than 60 days after the date the city provides

written notice of abandonment to the owner or its representative at the last known address of the owner or representative. If the owner of the abandoned small cell does not remove the small cell facility in accordance with the preceding sentence, then the city will have the right to remove and dispose of the small cell facility and charge the owner with the costs incurred by the city for such removal and disposal.

9. In the event of a bona fide emergency affecting public health and safety, the director of public works and engineering will undertake to notify the operator of the affected small cell facilities and direct the operator to relocate or remove such facilities. If the operator fails to relocate or remove within the time provided by the director, then the director may temporarily relocate or remove small cell facilities located on privately-owned poles and privately-owned poles used as small cell sites that are located within a public right-of-way if the director determines that removal is reasonably necessary to respond to the emergency or protect the public health and safety. The director must provide written notice of removal or relocation to owners of affected small cell facilities and privately-owned poles as soon as reasonably practicable in the circumstances. The city will not be responsible or liable for restoring or for paying any costs or damages incurred by owners of small cell facilities and privately owned poles relocated or removed pursuant to this subparagraph.

10. No small cell may be installed on a city owned pole or other property until the wireless carrier has signed a lease, in a form provided and approved by the city, governing the installation and maintenance of that small cell on that pole or other property.

11. If an approved small cell is installed on a utility pole on city property or right of way, then at the direction of the city the owner must (a) file with the city a bill of sale and any other documents requested by the city to transfer ownership of that utility pole to the city, and (b) lease the utility pole from the City in accordance with Section 9-8-7 of this Code.

9-5-14: TRAFFIC CONTROL:

- A. Minimum Requirements: The city's minimum requirements for traffic protection are contained in IDOT's Illinois manual on uniform traffic control devices and this code.
- B. Warning Signs, Protective Devices And Flaggers: The utility is responsible for providing and installing warning signs, protective devices and flaggers, when necessary, meeting all applicable federal, state, and local requirements for protection of the public and the utility's workers when performing any work on the public rights of way.
- C. Interference With Traffic: All work shall be phased so that there is minimum interference with pedestrian and vehicular traffic.

- D. Notice When Access Is Blocked: At least 48 hours prior to beginning work that will partially or completely block access to any residence, business or institution, the utility shall notify the resident, business or institution of the approximate beginning time and duration of such work; provided, however, that in cases involving emergency repairs pursuant to section 9-5-20 of this chapter, the utility shall provide such notice as is practicable under the circumstances.
- E. Compliance: The utility shall take immediate action to correct any deficiencies in traffic protection requirements that are brought to the utility's attention by the city. (Ord. M-24-99, 6-21-1999)

9-5-15: LOCATION OF FACILITIES:

- A. Parallel Facilities Located Within Highways:
 - 1. Overhead Parallel Facilities: An overhead parallel facility may be located within the right of way lines of a highway only if:
 - a. Lines are located as near as practicable to the right of way line and as nearly parallel to the right of way line as reasonable pole alignment will permit;
 - b. Where pavement is curbed, poles are as remote as practicable from the curb with a minimum distance of two feet (2') (0.6 m) behind the face of the curb, where available;
 - c. Where pavement is uncurbed, poles are as remote from pavement edge as practicable with minimum distance of four feet (4') (1.2 m) outside the outer shoulder line of the roadway and are not within the clear zone;
 - d. No pole is located in the ditch line of a highway; and
 - e. Any ground mounted appurtenance is located within one foot (1') (0.3 m) of the right of way line or as near as possible to the right of way line.
 - 2. Underground Parallel Facilities: An underground parallel facility may be located within the right of way lines of a highway only if:
 - a. The facility is located as near the right of way line as practicable and not more than eight feet (8') (2.4 m) from and parallel to the right of way line;
 - b. A new facility may be located under the paved portion of a highway only if other locations are impracticable or inconsistent with sound engineering judgment (e.g., a new cable may be installed in existing conduit without disrupting the pavement); and

- c. In the case of an underground power or communications line, the facility shall be located as near the right of way line as practicable and not more than five feet (5') (1.5 m) from the right of way line and any above grounded appurtenance shall be located within one foot (1') (0.3 m) of the right of way line or as near as practicable.

B. Facilities Crossing Highways:

1. No Future Disruption: The construction and design of crossing facilities installed between the ditch lines or curb lines of city highways may require the incorporation of materials and protections (such as encasement or additional cover) to avoid settlement or future repairs to the roadbed resulting from the installation of such crossing facilities.
2. Cattle Passes, Culverts, Or Drainage Facilities: Crossing facilities shall not be located in cattle passes, culverts or drainage facilities.
3. Ninety Degree Crossing Required: Crossing facilities shall cross at or as near to a 90 degree (90°) angle to the center line as practicable.
4. Overhead Power Or Communication Facility: An overhead power or communication facility may cross a highway only if:
 - a. It has a minimum vertical line clearance as required by ILCC's rules entitled, "Construction of Electric Power and Communication Lines" (83 Ill. adm. code 305);
 - b. Poles are located within one foot (1') (0.3 m) of the right of way line of the highway and outside of the clear zone; and
 - c. Overhead crossings at major intersections are avoided.
5. Underground Power Or Communication Facility: An underground power or communication facility may cross a highway only if:
 - a. The design materials and construction methods will provide maximum maintenance free service life; and
 - b. Capacity for the utility's foreseeable future expansion needs is provided in the initial installation.
6. Markers: The city may require the utility to provide a marker at each right of way line where an underground facility other than a power or communication facility crosses a highway. Each marker shall identify the type of facility, the utility, and

an emergency phone number. Markers may also be eliminated as provided in current federal regulations (49 CFR 192.707 (1989)).

- C. Facilities To Be Located Within Particular Rights Of Way: The city may require that facilities be located within particular rights of way that are not highways, rather than within particular highways.
- D. Freestanding Facilities:
 - 1. The city may restrict the location and size of any freestanding facility located within a right of way.
 - 2. The city may require any freestanding facility located within a right of way to be screened from view.
- E. Appearance Standards:
 - 1. The city may prohibit the installation of facilities in particular locations in order to preserve visual quality.
 - 2. A facility may be constructed only if its construction does not require extensive removal or alteration of trees or terrain features visible to the highway user or impair the aesthetic quality of the lands being traversed.
- F. Aboveground Installation: Aboveground facilities may be installed only if:
 - 1. No other existing facilities in the area are located underground;
 - 2. New underground installation is not technically feasible; and
 - 3. The proposed installation will be made at a location, and will employ suitable design and materials, to provide the greatest protection of aesthetic qualities of the area being traversed without adversely affecting safety. Suitable designs include, but are not limited to, self-supporting armless, single pole construction with vertical configuration of conductors and cable.
- G. Facility Attachments To Bridges Or Roadway Structures:
 - 1. Facilities may be installed as attachments to bridges or roadway structures only where the utility has demonstrated that all other means of accommodating the facility are not practicable. Other means shall include, but are not limited to, underground, underwater, independent poles, cable supports and tower supports, all of which are completely separated from the bridge or roadway structure. Facilities transmitting commodities that are volatile, flammable, corrosive or energized, especially those under significant pressure or potential, present high degrees of risk and such installations are not permitted.

2. A utility shall include in its request to accommodate a facility installation on a bridge or roadway structure supporting data demonstrating the impracticability of alternate routing. Approval or disapproval of an application for facility attachment to a bridge or roadway structure will be based upon the following considerations:
 - a. The type, volume, pressure or voltage of the commodity to be transmitted and an evaluation of the resulting risk to persons and property in the event of damage to or failure of the facility;
 - b. The type, length, value, and relative importance of the highway structure in the transportation system;
 - c. The alternative routings available to the utility and their comparative practicability;
 - d. The proposed method of attachment;
 - e. The ability of the structure to bear the increased load of the proposed facility;
 - f. The degree of interference with bridge maintenance and painting;
 - g. The effect on the visual quality of the structure; and
 - h. The public benefit expected from the utility service as compared to the risk involved. (Ord. M-24-99, 6-21-1999)

9-5-16: CONSTRUCTION METHODS AND MATERIALS:

A. Standards And Requirements For Particular Types Of Construction Methods:

1. Boring Or Jacking:
 - a. Pits And Shoring: Boring or jacking under rights of way shall be accomplished from pits located at a minimum distance specified by the director of **public works and** engineering from the edge of the pavement. Pits for boring or jacking shall be excavated no more than 48 hours in advance of boring or jacking operations and backfilled within 48 hours after boring or jacking operations are completed. While pits are open, they shall be clearly marked and protected by barricades. Shoring shall be designed, erected, supported, braced, and maintained so that it will safely support all vertical and lateral loads that may be imposed upon it during the boring or jacking operation.

- b. Wet Boring Or Jetting: Wet boring or jetting shall not be permitted under the roadway.
 - c. Borings With Diameters Greater Than Six Inches: Borings over six inches (6") (0.15 m) in diameter shall be accomplished with an auger and following pipe, and the diameter of the auger shall not exceed the outside diameter of the following pipe by more than one inch (1") (25 mm).
 - d. Borings With Diameters Six Inches Or Less: Borings of six inches (6") or less in diameter may be accomplished by either jacking, guided with auger, or auger and following pipe method.
 - e. Tree Preservation: Any facility located within the drip line of any tree designated by the city to be preserved shall be bored under or around the root system.
2. Trenching: Trenching for facility installation, repair or maintenance on rights of way shall be done in accord with the applicable portions of section 603 of IDOT's standard specifications for road and bridge construction.
- a. Length: The length of open trench shall be kept to the practicable minimum consistent with requirements for pipeline testing. Only one-half ($1/2$) of any intersection may have an open trench at any time unless special permission is obtained from the director of **public works and engineering**.
 - b. Open Trench And Excavated Material: Open trench and windrowed excavated material shall be protected as required by chapter 6 of the Illinois manual on uniform traffic control devices. Where practicable, the excavated material shall be deposited between the roadway and the trench as added protection. Excavated material shall not be allowed to remain on the paved portion of the roadway. Where right of way width does not allow for windrowing excavated material off the paved portion of the roadway, excavated material shall be hauled to an off road location.
 - c. Preserved Tree Drip Line: The utility shall not trench within the drip line of any tree designated by the city to be preserved.
3. Backfilling:
- a. Any pit, trench, or excavation created during the installation of facilities shall be backfilled for its full width, depth and length using methods and materials in accordance with IDOT's standard specifications for road and bridge construction. When excavated material is hauled away or is unsuitable for backfill, suitable granular backfill shall be used.

- b. For a period of three years from the date construction of a facility is completed, the utility shall be responsible to remove and restore any backfilled area that has settled due to construction of the facility. If so ordered by the director of engineering, the utility, at its expense, shall remove any pavement and backfill material to the top of the installed facility, place and properly compact new backfill material, and restore new pavement, sidewalk, curbs, and driveways to the proper grades, as determined by the director of **public works and** engineering.
4. Pavement Cuts: Pavement cuts for facility installation or repair shall be permitted on a highway only if that portion of the highway is closed to traffic. If a variance to the limitation set forth in this subsection C4 is permitted under section 9-5-21 of this chapter, the following requirements shall apply:
- a. Any excavation under pavements shall be backfilled as soon as practicable with crushed stone, or crushed gravel material of CA-6 gradation, as designated by the director of **public works and** engineering.
 - b. Restoration of pavement, in kind, shall be accomplished as soon as practicable, and temporary repair with bituminous mixture shall be provided immediately. Any subsequent failure of either the temporary repair or the restoration shall be rebuilt upon notification by the city.
 - c. All saw cuts shall be full depth.
 - d. For all rights of way which have been reconstructed with a concrete surface/base in the last seven years, or resurfaced in the last three years, permits shall not be issued unless such work is determined to be an emergency repair or other work considered necessary and unforeseen before the time of the reconstruction or unless a pavement cut is necessary for a JULIE locate.
5. Encasement:
- a. Casing pipe shall be designed to withstand the load of the highway and any other superimposed loads. The casing shall be continuous either by one piece fabrication or by welding or jointed installation approved by the city.
 - b. The venting, if any, of any encasement shall extend within one foot (1') (0.3 m) of the right of way line. No aboveground vent pipes shall be located in the area established as clear zone for that particular section of the highway.
 - c. In the case of water main or service crossing, encasement shall be furnished between bore pits unless continuous pipe or city approved

jointed pipe is used under the roadway. Casing may be omitted only if pipe is installed prior to highway construction and carrier pipe is continuous or mechanical joints are of a type approved by the city. Bell and spigot type pipe shall be encased regardless of installation method.

- d. In the case of gas pipelines of 60 psig or less, encasement may be eliminated.
 - e. In the case of gas pipelines or petroleum products pipelines with installations of more than 60 psig, encasement may be eliminated only if:
 - (i) extra heavy pipe is used that precludes future maintenance or repair and
 - (ii) cathodic protection of the pipe is provided.
 - f. If encasement is eliminated for a gas or petroleum products pipeline, the facility shall be located so as to provide that construction does not disrupt the right of way.
6. Minimum Cover Of Underground Facilities: Cover shall be provided and maintained at least in the amount specified in the following table for minimum cover for the type of facility:

Type Of Facility	Minimum Cover
Power or communication line (in general)	30 inches (0.8 m)
Communication line installed by the plowed method	24 inches (0.6 m)
Gas or petroleum products	30 inches (0.8 m)
Water line	Sufficient cover to provide freeze protection
Sanitary sewer, storm sewer, or drainage line	Sufficient cover to provide freeze protection

B. Standards And Requirements For Particular Types Of Facilities:

- 1. Electric Power Or Communication Lines:
 - a. Code Compliance: Electric power or communications facilities within city rights of way shall be constructed, operated, and maintained in conformity with the provisions of 83 Illinois administrative code 305 entitled rules for construction of electric power and communications lines, and the national electrical safety code.

- b. Overhead Facilities: Overhead power or communication facilities shall use single pole construction and, where practicable, joint use of poles shall be used. Utilities shall make every reasonable effort to design the installation so guys and braces will not be needed. Variances may be allowed if there is no feasible alternative and if guy wires are equipped with guy guards for maximum visibility.
 - c. Underground Facilities:
 - (i) Cable may be installed by trenching or plowing, provided that special consideration is given to boring in order to minimize damage when crossing improved entrances and side roads.
 - (ii) If a crossing is installed by boring or jacking, encasement shall be provided between jacking or bore pits. Encasement may be eliminated only if: a) the crossing is installed by the use of moles, whip augers, or other approved method which compress the earth to make the opening for cable installation or b) the installation is by the open trench method which is only permitted prior to roadway construction.
 - (iii) Cable shall be grounded in accordance with the national electrical safety code.
2. Underground Facilities Other Than Electric Power Or Communication Lines: Underground facilities other than electric power or communication lines may be installed by:
- a. The use of moles, whip augers, or other approved methods which compress the earth to move the opening for the pipe;
 - b. Jacking or boring with vented encasement provided between the ditch lines or toes of slopes of the highway;
 - c. Open trench with vented encasement between ultimate ditch lines or toes of slopes, but only if prior to roadway construction; or
 - d. Tunneling with vented encasement, but only if installation is not possible by other means.
3. Gas Transmission, Distribution And Service: Gas pipelines within rights of way shall be constructed, maintained, and operated in a city approved manner and in conformance with the federal code of the office of pipeline safety operations, department of transportation, part 192 - transportation of natural and other gas by pipeline: minimum federal safety standards (49 CFR 192), IDOT's standard

specifications for road and bridge construction, and all other applicable laws, rules and regulations.

4. Petroleum Products Pipelines: Petroleum products pipelines within rights of way shall conform to the applicable sections of ANSI standard code for pressure piping (liquid petroleum transportation piping systems ANSI-B 31.4).
5. Water Lines, Sanitary Sewer Lines, Storm Water Sewer Lines Or Drainage Lines: Water lines, sanitary sewer lines, storm sewer lines and drainage lines within rights of way shall meet or exceed the recommendations of the current standard specifications for water and sewer main construction in Illinois.
6. Ground Mounted Appurtenances: Ground mounted appurtenances to overhead or underground facilities, when permitted within a right of way, shall be provided with a vegetation free area extending one foot (1') (305 mm) in width beyond the appurtenance in all directions. The vegetation free area may be provided by an extension of the mounting pad, or by heavy duty plastic or similar material approved by the director of public works and engineering ~~and/or director of public works~~. With the approval of the director of public works and engineering, shrubbery surrounding the appurtenance may be used in place of vegetation free area. The housing for ground mounted appurtenances shall be painted a neutral color to blend with the surroundings.

C. Materials:

1. General Standards: The materials used in constructing facilities within rights of way shall be those meeting the accepted standards of the appropriate industry, the applicable portions of IDOT's standard specifications for road and bridge construction, the requirements of the Illinois commerce commission, or the standards established by other official regulatory agencies for the appropriate industry.
2. Material Storage On Right Of Way: All pipe, conduit, wire, poles, cross arms or other materials shall be distributed along the right of way prior to and during installation in a manner to minimize hazards to the public or an obstacle to right of way maintenance or damage to the right of way and other property. If material is to be stored on right of way, prior approval must be obtained from the city.
3. Hazardous Materials: The plans submitted by the utility to the city shall identify any hazardous materials that may be involved in the construction of the new facilities or removal of any existing facilities.

D. Operational Restrictions:

1. Construction operations on rights of way may, at the discretion of the city, be required to be discontinued when such operations would create hazards to traffic

or the public health, safety, and welfare. Such operations may also be required to be discontinued or restricted when conditions are such that construction would result in extensive damage to the right of way or other property.

2. These restrictions may be waived by the director of public works and engineering when emergency work is required to restore vital utility services.
 3. Unless otherwise permitted by the city, the hours of construction are those set forth in this code and related documents.
- E. Location Of Existing Facilities: Any utility proposing to construct facilities in the city shall contact JULIE and ascertain the presence and location of existing aboveground and underground facilities within the rights of way to be occupied by its proposed facilities. The city will make its permit records available to a utility for the purpose of identifying possible facilities. When notified of an excavation or when requested by the city or by JULIE, a utility shall locate and physically mark its underground facilities within 48 hours, excluding weekends and holidays, in accordance with the Illinois underground facilities damage prevention act. (Ord. M-24-99, 6-21-1999)

9-5-17: VEGETATION CONTROL:

- A. Tree Trimming Permit Required: Tree trimming shall not be considered a normal maintenance operation, but shall require the application for, and the issuance of, a permit, in addition to any other permit required under this chapter.
1. Application For Tree Trimming Permit: Applications for tree trimming permits shall include assurance that the work will be accomplished by competent workers with supervision who are experienced in accepted tree pruning practices. Tree trimming permits shall designate an expiration date in the interest of assuring that the work will be expeditiously accomplished.
 2. Damage To Trees: Poor pruning practices resulting in damaged or misshapen trees will not be tolerated and shall be grounds for cancellation of the tree trimming permit and for assessment of damages. The city will require compensation for trees extensively damaged and for trees removed without authorization. The formula developed by the International Society of Arboriculture will be used as a basis for determining the compensation for damaged trees or unauthorized removal of trees. The city may require the removal and replacement of trees if trimming or radical pruning would leave them in an unacceptable condition.
- B. Specimen Trees Or Trees Of Special Significance: The city may require that special measures be taken to preserve specimen trees or trees of special significance. The required measures may consist of higher poles, side arm extensions, covered wire or other means.

- C. Chemical Use: Spraying of any type of brush killing chemicals will not be permitted on rights of way unless the utility demonstrates to the satisfaction of the director of **public works and** engineering that such spraying is the only practicable method of vegetation control. (Ord. M-24-99, 6-21-1999)

**9-5-18: REMOVAL, RELOCATION, OR MODIFICATIONS
OF UTILITY FACILITIES:**

- A. Notice: Within 90 days following written notice from the city, a utility shall, at its own expense, temporarily or permanently remove, relocate, change or alter the position of any utility facilities within the rights of way whenever the corporate authorities have determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance or installation of any city improvement in or upon, or the operations of the city in or upon, the rights of way.
- B. Removal Of Unauthorized Facilities: Within 30 days following written notice from the city, any utility that owns, controls or maintains any unauthorized facility or related appurtenances within the public rights of way shall, at its own expense, remove all or any part of such facilities or appurtenances from the public rights of way. A facility is unauthorized and subject to removal in the following circumstances:
1. Upon expiration or termination of the permittee's license or franchise, unless otherwise permitted by applicable law;
 2. If the facility was constructed or installed without the prior grant of a license or franchise, if required;
 3. If the facility was constructed or installed without prior issuance of a required permit in violation of this chapter; or
 4. If the facility was constructed or installed at a location not permitted by the permittee's license or franchise.
- C. Emergency Removal Or Relocation Of Facilities: The city retains the right and privilege to cut or move any facilities located within the rights of way of the city, as the city may determine to be necessary, appropriate or useful in response to any public health or safety emergency. If circumstances permit, the Municipality shall attempt to notify the utility, if known, prior to cutting or removing a facility and shall notify the utility, if known, after cutting or removing a facility.
- D. Abandonment Of Facilities: Upon abandonment of a facility within the public rights of way of the city, the utility shall notify the city within 90 days. Following receipt of such notice the city may direct the utility to remove all or any portion of the facility if the director of **public works and** engineering determines that such removal will be in the best interest of the public health, safety and welfare. In the event that the city does not direct the utility that abandoned the facility to remove it, by giving notice of

abandonment to the city, the abandoning utility shall be deemed to consent to the alteration or removal of all or any portion of the facility by another utility or person. (Ord. M-24-99, 6-21-1999)

9-5-19: CLEANUP AND RESTORATION:

Upon completion of all construction or maintenance of facilities, the utility shall remove all excess material and restore all turf and terrain in a timely manner and to the satisfaction of the city. This includes restoration of entrances and side roads. Restoration of roadway surfaces shall be made using materials and methods approved by the director of public works and engineering. Such cleanup and repair may be required to consist of backfilling, regrading, reseeding, re-sodding or any other requirement to restore the right of way to a condition substantially equivalent to that which existed prior to the commencement of the project. (Ord. M-24-99, 6-21-1999)

9-5-20: MAINTENANCE AND EMERGENCY MAINTENANCE:

- A. General: Facilities on, over, above, along, upon, under, across or within rights of way are to be maintained by or for the utility in a manner satisfactory to the city and at the utility's expense.
- B. Emergency Maintenance Procedures: Emergencies may justify noncompliance with normal procedures for securing a permit:
 - 1. If an emergency creates a hazard on the traveled portion of the right of way, the utility shall take immediate steps to provide all necessary protection for traffic on the highway or the public on the right of way including the use of signs, lights, barricades or flaggers. If a hazard does not exist on the traveled way, but the nature of the emergency is such as to require the parking on the shoulder of equipment required in repair operations, adequate signs and lights shall be provided. Parking on the shoulder in such an emergency will only be permitted when no other means of access to the facility is available.
 - 2. In an emergency, the utility shall, as soon as possible, notify the director of public works and engineering or his duly authorized agent of the emergency, informing him or her as to what steps have been taken for protection of the traveling public and what will be required to make the necessary repairs. If the nature of the emergency is such as to interfere with the free movement of traffic, the city police shall be notified immediately.
 - 3. In an emergency, the utility shall use all means at hand to complete repairs as rapidly as practicable and with the least inconvenience to the traveling public.
- C. Emergency Repairs: The utility must file in writing with the city of a description of the repairs undertaken in the right of way within 48 hours after an emergency repair. (Ord. M-24-99, 6-21-1999)

9-5-21: VARIANCES:

- A. Request For Variance: A utility requesting a variance from one or more of the provisions of this chapter must do so in writing to the director of public works and engineering and/or director of public works as a part of the permit application. The request shall identify each provision of this chapter from which a variance is requested and the reasons why a variance should be granted.
- B. Authority To Grant Variances: The director of public works and engineering shall decide whether a variance is authorized for each provision of this chapter identified in the variance request on an individual basis.
- C. Conditions For Granting Of Variance: The director of public works and engineering may authorize a variance only if the utility requesting the variance has demonstrated that:
 - 1. One or more conditions not under the control of the utility (such as terrain features or an irregular right of way line) create a special hardship that would make enforcement of the provision unreasonable, given the public purposes to be achieved by the provision; and
 - 2. All other designs, methods, materials, locations or facilities that would conform with the provision from which a variance is requested are impracticable in relation to the requested approach.
- D. Additional Conditions For Granting Of A Variance: As a condition for authorizing a variance, the director of public works and engineering may require the utility requesting the variance to meet reasonable standards and conditions that may or may not be expressly contained within this chapter but which carry out the purposes of this chapter. (Ord. M-24-99, 6-21-1999)

9-5-22: PENALTIES:

Any person who violates, disobeys, omits, neglects or refuses to comply with any of the provisions of this chapter shall be subject to fine in accordance with the penalty provisions of this code⁵. There may be times when the city will incur delay or other costs, including third party claims, because the utility will not or cannot perform its duties under its permit and this chapter. Unless the utility shows that another allocation of the cost of undertaking the requested action is appropriate, the utility shall bear the city's costs of damages and its costs of installing, maintaining, modifying, relocating, or removing the facility that is the subject of the permit. No other administrative agency or commission may review or overrule a permit related cost apportionment of the city. Sanctions may be imposed upon a utility who does not pay the costs apportioned to it. (Ord. M-24-99, 6-21-1999)

9-5-23: ENFORCEMENT:

Nothing in this chapter shall be construed as limiting any additional or further remedies that the city may have for enforcement of this chapter. (Ord. M-24-99, 6-21-1999)”

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

PASSED this _____ day of _____, 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-Ordinance Amending City Code Chapter 5 of Title 9 re Small Cells



FIRE DEPARTMENT

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

MEMORANDUM

Date: November 8, 2016

To: Michael Bartholomew, City Manager

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

Subject: Reject Sole Bid for Pumper Fire Apparatus per Specifications and Purchase Pumper from Pierce Manufacturing, Inc. through the HGACBuy Purchasing Cooperative in the Final Amount of \$612,185

Issue: The City is in need of replacing one of the fire engines/pumpers as part of the equipment replacement schedule.

Analysis: The vehicle to be replaced is a 1993 Darley pumper with nearly 10,000 motor-hours (the odometer broke several years ago at over 80,000 miles).

During 2014, \$588K was approved for a pumper purchase in the 2015 Budget to help work back into the schedule of fire apparatus replacement that was suspended during the economic downturn. The amount budgeted was based on the standard specification for pumper purchases under the Northwest Municipal Conference's Suburban Purchasing Cooperative (SPC). The SPC's joint purchase contract for pumpers was terminated in 2014, and the Department's purchase was delayed until the filling of the Administrative Analyst position in the Fire Department in mid-2015.

The City then joined an additional (national) purchasing cooperative named "HGACBuy" in order to take advantage of other group-purchase discounts. The City's General Counsel opined that purchases through HGACBuy met the requirements of the Illinois open purchasing laws, as well as the City's policies. The price of a pumper through HGACBuy with similar specifications to the Fire Department's previously-purchased pumper was \$662K. Because of this price, on January 4, 2016 the Aldermen approved putting the pumper purchase out to bid even though the joint-purchasing price was available. The Fire Department and Public Works staffs, and the City's (previous) Purchasing Manager, spent several months creating a detailed specification and solicited bids.

By the bid deadline of July 11, 2016, one bid was received from Global Emergency Products (a Pierce Fire Apparatus vendor), which bid was opened at the July 18, 2016 City Council meeting. The bid price was \$706K. Since that time, a staff committee consisting of members of the Fire Department, Finance Department, and Public Works has met frequently and worked diligently to value-engineer various components to be included on the vehicle in order to specify a pumper that meets the minimum operational requirements for the expected life of the vehicle at the most economical price. With the committee-generated modifications, trade-

in of the 1993 Darley pumper and the previously-replaced ladder truck, and prepayment, the cost of the vehicle has been reduced to \$612,185.

Recommendation: We recommend that the City Council reject the single bid received from Global Emergency Products in response to the City’s bid process. Additionally, we recommend approval of the purchase of a pumper fire apparatus from Pierce Manufacturing, Inc. of Appleton, Wisconsin through the HGACBuy Purchasing Cooperative in the final amount of \$612,185, which includes trade-in of two vehicles and a prepayment discount. This will be funded from the Vehicle Replacement Fund (410-70-000-0000.8020).

Attachment: Resolution with Contract, Vehicle Evaluation Form on the 1993 Darley pumper

CITY OF DES PLAINES

RESOLUTION R - 163 - 16

**A RESOLUTION APPROVING A PURCHASE CONTRACT
BETWEEN THE CITY OF DES PLAINES AND PIERCE
MANUFACTURING FOR THE PURCHASE OF A PUMPER
FIRE APPARATUS.**

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 funds for the acquisition of a pumper truck ("*Apparatus*") for use by the Fire Department in the Equipment Replacement Fund; and

WHEREAS, on January 4, 2016, the City Council authorized City Staff to seek bids for a replacement pumper truck and at the July 18, 2016, City Council meeting, a single bid was opened by the City Clerk from Global Emergency Products, in the amount of \$705,802 ("*Original Bid*") which was significantly higher than the amount budgeted for this acquisition by the Fire Department; and

WHEREAS, City staff explored alternate pricing options and determined that it could obtain significant savings by purchasing the Apparatus through HGACBuy, a national purchasing cooperative; and

WHEREAS, HGACBuy's purchasing policies satisfy the City's competitive bidding requirements; and

WHEREAS, through HGACBuy, Pierce Manufacturing, Inc. of Appleton, Wisconsin ("*Vendor*") offered a Pumper Fire Apparatus that meets the Fire Department's specifications in the amount of \$642,819; and

WHEREAS, the Vendor has also offered the City a trade-in discount of \$10,000 in exchange for two Fire Department vehicles previously declared surplus by the City as well as a prepayment discount of \$20,634 for a net price of \$612,185 for the Apparatus; and

WHEREAS, the City staff recommends that the City reject the Original Bid and instead enter into a purchase contract with the Vendor to procure the Apparatus in the not to exceed amount of \$612,185 ("*Purchase Contract*"); and

WHEREAS, the City Council has determined that it is in the best interest of the City to reject the Original Bid and enter into the Purchase Contract with the Vendor;

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

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

SECTION 2: REJECTION OF ORIGINAL BID. The Original Bid is hereby rejected.

SECTION 3: APPROVAL OF PURCHASE CONTRACT. The City Council hereby approves the Purchase Contract in substantially the form attached to this Resolution as **Exhibit A**, and in a final form and substance to be approved by the General Counsel.

SECTION 4: AUTHORIZATION TO EXECUTE PURCHASE CONTRACT. The City Council hereby authorizes and directs the Mayor and the City Clerk to execute and seal, on behalf of the City, the Purchase Contract only after receipt by the City Clerk of at least two executed copies of the Purchase Contract from the Vendor; provided, however, that if the City Clerk does not receive such executed copies of the Purchase Contract from the Vendor within 30 day after the date of adoption of this Resolution, then this authority to execute and seal the Purchase Contract shall, at the option of the City Council, be null and void.

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

PASSED this ____ day of _____, 2016.

APPROVED this ____ day of _____, 2016.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Res Approving Purchase Contract for FD Pumper Apparatus (2016)

EXHIBIT A

CITY OF DES PLAINES

**CONTRACT FOR PRICING AND DELIVERY
OF CUSTOM TRIPLE COMBINATION PUMPER FIRE APPARATUS**

Full Name of Vendor Pierce Manufacturing, Inc.

Principal Office Address 2600 American Dr., P.O. Box 2017; Appleton, WI 54914-9042

Local Office Address _____

Contact Person Rick Berndt Telephone Number 815-653-4261

TO: City of Des Plaines
1420 Miner Street
Des Plaines, Illinois 60016
Attention: Fire Chief Alan Wax

Vendor warrants and represents that Vendor has reviewed and understood all documents included, referred to, or mentioned in this set of documents.

1. Contract to Deliver Products

A. Contract and Products. The Vendor shall, deliver to the City, at the Delivery Address, the products, items, materials, merchandise, supplies, or other items identified in this Contract (the **“Products”**) in new, undamaged, and first-quality condition. Vendor further shall:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to deliver the Products to the City in a proper and workmanlike manner;
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary for the Products;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates and policies of insurance, if any, specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes; and
5. Miscellaneous. Do all other things required of Bidder by this Contract.

B. Performance Standards. The Vendor agrees that the Products will comply strictly with the Specifications attached hereto and by this reference made a part of this Contract. If this Contract specifies a Product by brand name or model, that specification is intended to reflect the required performance standards and standard of excellence that the City requires for the Product.

However, the Vendor may propose to deliver a Product that is a different brand or model, if the Vendor provides written documentation establishing that the brand or model it proposes to deliver possess equal quality, durability, functionality, capability, and features as the Product specified.

C. Responsibility for Damage or Loss. The Vendor shall be responsible and liable for, and shall promptly and without charge to the City, repair or replace, any damage done to, and any loss or injury suffered by, the City as a result of the Vendor’s failure to perform hereunder.

D. Inspection/Testing/Rejection. The City shall have the right to inspect all or any part of the Products. If, in the City’s judgment, all or any part of the Products is defective or damaged or fails to conform strictly to the requirements of this Contract, then the City, without limiting its other rights or remedies, may, at its discretion: (i) reject such Products; (ii) require Bidder to correct or replace such Products at Bidder’s cost; (iii) obtain new Products to replace the Products that are defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby; and/or (iv) cancel all or any part of any order or this Contract. Products so rejected may be returned or held at Bidder’s expense and risk.

2. Pricing

The Vendor shall deliver the Products to the City in accordance with the following prices:

Product Item No.	Description of Product	Quantity of Product	Unit Price of Product	Extension
1	Pierce Arrow XT Fire Pumper as Specified	1	\$642,819	\$642,819
2	Trade-In Credit for one 1993 Darley-Spartan Pumper	1	-\$5,000	-\$5,000

Product Item No.	Description of Product	Quantity of Product	Unit Price of Product	Extension
3	Trade-In Credit for one Simon Tower-Ladder	1	-\$5,000	-\$5,000
4	100% Prepayment Discount		-\$20,634	-\$20,634
	Total Price Paid to Vendor			\$612,185

The Vendor shall take, in full payment for all Products and other matters set forth under Section 1 of this Contract, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, the total Contract Price of:

Six Hundred Forty-Two Thousand Eight Hundred Nineteen Dollars and no/100s Cents, minus Ten Thousand Dollars and no/100s Cents for the delivery by the City to the Vendor of one 1990 Simon Duplex Tower-Ladder Truck and one 1993 Darley-Spartan Triple Combination Pumper, minus Twenty Thousand Six Hundred Thirty Four Dollars and no/100 Cents for 100% pre-payment – for a total payment of Six Hundred Twelve Thousand One Hundred Eighty Five Dollars and no/100 Cents.

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

1. All prices stated in the Pricing section are firm and shall not be subject to escalation or change;
2. The City is not subject to state or local sales, use, and excise taxes, and no such taxes are included in the Pricing section, and that all claims or rights to claim any additional compensation by reason of the payment of any such tax are hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Products are included in the Pricing; and
4. If a Quantity of Products to be delivered to the City is specified on Page 1 of this Contract, then that amount is an estimate only. The City reserves the right to increase or decrease such quantity, and the total Contract Price to be paid will be based on the final quantity determined by the City for each Product and the actual number of Products that comply with this Contract that are accepted by the City. The Vendor hereby waives and releases all claims or rights to dispute or complain of any such estimated quantity or to assert that there was any misunderstanding in regard to the number of Products to be delivered.

C. Time of Payment

It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

100% Prepayment of the full contract price minus credits of \$612,185 tendered with the acceptance of this Contract.

All payments may be subject to deduction or setoff by reason of any failure of the Vendor to perform under this Contract.

3. Contract Time

The Vendor shall deliver the Products to the City at the Delivery Address not later than November 13, 2017 ("**Delivery Date**"). Without waiving any other remedies available to the City under this Contract or at law or in equity, if the Vendor delivers the Products to the City later than the date specified above in this Section 3, then there shall be a penalty of \$200 per day beginning on the day after the Delivery Date and ending on the actual date that the Vendor delivers the Products to the City, provided that the penalty shall not exceed the amount of \$15,305 (2.5% of the Contract price after deduction for credits).

4. Financial Assurance

A. Bonds. The Vendor shall provide a Performance Bond on a form provided by, or otherwise acceptable to, the City, from a surety company acceptable to the City, in the penal sum of the Contract Price, within 10 days following the City's acceptance of this Contract.

B. Indemnification. The Vendor shall indemnify, save harmless, and defend the City against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Vendor's performance, or failure to perform, under this Contract, including, without limitation, any failure to meet the representations and warranties set forth in Section 6 of this Contract.

C. Penalties. The Vendor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Vendor's performance, or failure to perform, under this Contract.

5. Firm Contract

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided the City accepts this Contract within 30 days after the date listed below.

6. Bidder's Representations and Warranties

In order to induce the City to accept this Contract, the Vendor represents and warrants as follows:

A. The Products. All Products, and all of their components, shall be of merchantable quality and, for a period of not less than one year after delivery to the City: (1) shall be free from any latent or patent defects or flaws in workmanship, materials, and design; (2) shall strictly conform to the requirements of this Contract, including, without limitation, the performance standards and warranties set forth in Subsection 1B of this Contract; and (3) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranties expressed herein shall be in addition to any other warranties applicable to the Products (including any manufacturer's warranty) expressed or implied by law, which are hereby reserved unto the City.

B. Compliance with Laws. All Products, and all of their components, shall comply with, and the Vendor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time. Every provision required by law to be inserted into this Contract shall be deemed to be inserted herein.

C. Not Barred. The Vendor is not barred by law from contracting with the City or with any other 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 Vendor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*; or (3) any other reason.

D. Qualified. The Vendor has the requisite experience, ability, inventory, capital, facilities, equipment, plant, organization, and staff to enable the Vendor to deliver the Products at the Contract Price and within the Contract Time set forth above.

7. Acknowledgements

In submitting this Contract, the Vendor acknowledges and agrees that:

A. Reliance. The City is relying on all warranties, representations, and statements made by the Vendor in this Contract.

B. Binding Effect. The Vendor is bound by each and every term, condition, or provision contained in this Contract and in the City's written notification of acceptance in the form included in this bound set of documents.

C. Remedies. Each of the rights and remedies reserved to the City in this Contract are cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

E. Time. Time is of the essence in the performance of all terms and provisions of this Contract. Except where specifically stated otherwise, references in this Contract to days shall be construed to refer to calendar days and time.

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

G. Severability. It is hereby expressed to be the intent of the parties to this Contract that should any provision, covenant, agreement, or portion of this Contract or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract to the greatest extent permitted by applicable law.

H. Amendments and Modifications. No amendment or modification to this Contract shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

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

J. Governing Law. This Contract shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

DATED this 17th day of November 20 16.

Vendor's Status: (X) Wisconsin Corporation () _____ Partnership () Individual Proprietor
(State) (State)

Vendor's Name: Pierce Manufacturing, Inc.

Doing Business As (if different): _____

Signature of Vendor or Authorized Agent: _____

(corporate seal) Printed Name: _____
(if corporation)

Title/Position: _____

Vendor's Business Address: 2600 American Eagle Dr., P.O. Box 2017
Appleton, WI 54914-9042

Vendor's Business Telephone: 920-832-3000 Facsimile: _____

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS
James W. Johnson	President	P.O. Box 2017; Appleton, WI 54914
R. Scott Grennier	Senior Vice President & Treasurer	P.O. Box 2017; Appleton, WI 54914
Ignacio A. Cortina	Senior Vice President & Secretary	P.O. Box 2017; Appleton, WI 54914
Matthew M. McLeish	Senior Vice President of Sales	P.O. Box 2017; Appleton, WI 54914



Specifications

11/22/2016

Customer : Des Plaines Fire Dept. City of Des Plaines, IL. **Bid Number :** 346
Representative : Berndt, Richard **DB Version:** 35(Price Level)
Organization : Global Emergency Products Inc. **Bid Date :** 04/03/2015
Requirements Manager: , **Job Number :**
Description : Arrow XT "MUX" pumper #2 "HGAC"
Body : Pumper, Med, Alum, 2nd Gen
Chassis : Arrow XT Chassis

Line	Option Code	Type	Option Description	Qty
1	0671399		Boiler Plates, Pumper Bidder/Sales Organization - Global Emergency Products Dealership/Sales Organization, Service - Global Emergency Products Delivery - Delivery representative Fire Department/Customer - City of Des Plaines Fire Department Miles - 50 Miles Number of Fire Dept/Municipalities - 5 Operating/In conjunction W-Service Center - Operating	1
2	0661794		Single Source Compliance	1
3	0584456		Manufacture Location: Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0670275		Unit to be Similar in some Aspects, Excluding Pump Panel Fill in Blank - 22543	1
7	0610784		Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions	1
8	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1
9	0588611		Vehicle Certification, Pumper	1
10	0661778		Agency, Apparatus Certification, Pumper/Tanker, U.L.	1
11	0000114		Inspection Trip(s) Fill in Blank - five Qty, - 02	2
12	0000000	STF	Legal right to specify (MUNICIPALITY) Fill in Blank - City of Des Plaines Location - City of Des Plaines	1
13	0000000	STF	Service centers	1
14	0536644		Customer Service Website	1
15	0620362		Consortium, HGAC	1
16	0537375		Unit of Measure, US Gallons	1
17	0529326		Bid Bond, 10%, Pierce Built Chassis	1
18	0681798		Performance Bond, 100% w/Warranty Bond, 3 Yrs, and Paymt Bond,>3 Yr Bump to Bump Percentage, Contract - 100%	1
19	0000007		Approval Drawing	1
20	0082064		Drawing, Passenger Side Pump Panel	1
21	0667955		Drawing, Pump Operator's Panel, Match Previous Unit, Reference Only Fill in Blank - of Pierce job #22543	1
22	0076695		Electrical Diagrams, (1) Paper Copy & (1) CD copy	1
23	0625414		Arrow XT Chassis	1
24	0000110		Wheelbase Wheelbase - 181.50"	1
25	0000070		GVW Rating GVW rating - 46,800 pounds	1
26	0000203		Frame Rails, 13.38 x 3.50 x .375, Qtm/AXT/Imp/Vel/DCF	1
27	0050817		Frame Liner, Inv "L" 12.68" x 3.00" x .25", AXT, Front Reinforcement	1
28	0018453		Axle, Front, Oshkosh TAK-4, Non Drive, 22,800 lb, Qtm/AXT/DCF	1
29	0010427		Suspension, Front TAK-4, 22,800 lb, Qtm/AXT/Imp/Vel/DCF/Enf	1
30	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	1
31	0000322		Oil Seals, Front Axle	1
32	0078244		Tires, Front, Michelin, XZY3 (wb), 425/65R22.50, 20 ply	1
33	0019611		Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot	1
34	0530468		Axle, Rear, Meritor RS24-160, 24,000 lb	1
35	0544244		Top Speed of Vehicle, 60 MPH	1

Line	Option Code	Type	Option Description	Qty
36	0515563		Suspen, Rear, Standens, Spring, 24,000 lb	1
37	0000485		Oil Seals, Rear Axle	1
38	0061149		Tires, Rear, Michelin, XDN2, 11R22.50, 16 ply, Single	1
39	0019632		Wheels, Rear, Alcoa, 22.50" x 8.25", Aluminum-Steel, Hub Pilot, Single	1
40	0568081		Tire Balancing, Counteract Beads	1
41	0620570		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle	1
			Qty, Tire Pressure Ind - 6	
42	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
43	0001960		Axle Hub Covers, Rear, S/S, High Hat (Pair)	1
44	0057936		Covers, Lug Nut, Chrome	1
45	0002045		Mud Flaps, w/logo front & rear	1
46	0544802		Chocks, Wheel, SAC-44-E, Folding	1
			Qty, Pair - 01	
47	0544806		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal	1
			Location, Wheel Chocks - Left Side Rear Compt and Left Side Rear Tire, Rearward	
			Qty, Pair - 01	
48	0010670		ABS Wabco Brake System, Single rear axle	1
49	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
50	0509206		Brakes, Meritor, EX225, Disc Plus, Rear, Single Axle	1
51	0058463		Air Compressor, Brake, Bendix 15.8 CFM	1
52	0000785		Brake Reservoirs, Three	1
53	0568012		Air Dryer, Wabco System Saver 1200, Heater, 2010	1
54	0070790		Brake Lines, Nyl w/Wire Reinf At Ea Brake Chamber	1
55	0000854		Air Inlet, w/Disconnect Coupling	1
			Location, Air Coupling(s) - a) DS Step Well	
			Qty, Air Coupling (s) - 1	
56	0000820		Moisture Ejector, Automatic, w/Heat	4
			Location, Moisture Ejector - Wet Tank	
			Qty, Auto. Moisture Eject - 4	
57	0610888		Engine, DDC DD13, 470 hp, 1650 lb-ft, W/OBD, EPA 2016, AXT	1
58	0001244		High Idle w/Electronic Engine, Custom	1
59	0590300		Engine Brake, Jacobs Compression Brake, DD13	1
			Switch, Engine Brake - f) DD13	
60	0552334		Clutch, Fan, Air Actuated, Horton Drive Master	1
61	0654853		Drain Valve, Engine Oil, Fumoto Engineering, DD13	1
62	0043422		Air Intake, w/Ember separator, AXT	1
63	0565965		Exhaust System, 5", 2010 DD13, ISX engine, Horizontal, Right Side	1
64	0521146		Exhaust, Modified for Plymovent System, 7.00" Diffuser	1
65	0797727		Radiator, Arrow XT	1
66	0657980		Cooling Hoses, Gates Silicone - Custom	1
67	0051125		Fuel Tank, 75 Gallon, Left Side Fill, Qtm/AXT/Vel/Imp/DCF/SFR/Enf	1
68	0001129		Lines, Fuel	1
69	0692516		DEF Tank, 4.5 Gallon, DS Fill, Rear of Axle, Common Door, Spring Flip Door	1
			Door, Material & Finish, DEF Tank - Polished Stainless	
70	0552777		Fuel Pump for Repriming	1
71	0552567		Shutoff Valve, Fuel Line @ Fuel Tank	1
72	0553019		Cooler, Engine Fuel, Imp/Vel, AXT/Qtm/Sab/DCF/SFR/Enf	1
73	0011280		Heater, Engine Fuel	1
74	0690880		No Selection Required From This Category	1
75	0642579		Trans, Allison 5th Gen, 4000 EVS P, w/Prognostics, Arrow XT	1
76	0625331		Transmission, Shifter, 6-Spd, Push Button, 4000 EVS	1
77	0797722		Transmission Oil Cooler, Modine, External, AXT	1
78	0027844		Fluid, 4000 Series Trans, Allison Approved TES-295 Synthetic, IPOS, Custom	1
79	0001375		Driveline, Spicer 1810	1
80	0669988		Steering, Sheppard M110 w/Tilt, TAK-4, Eaton Pump, w/Cooler	1
81	0001544		Not Required, Steering Assist Cylinder on Front Axle	1
82	0509230		Steering Wheel, 4 Spoke without Controls	1
83	0690274		Logo/Emblem, on Dash	1
			Text, Row (1) One - Des Plaines	
			Text, Row (2) Two - Fire	
			Text, Row (3) Three - Department	
84	0680653		Oil, Synthetic For Steering Gear	1

Line	Option Code	Type	Option Description	Qty
85	0550018		Bumper, 26" Extended, Arrow XT	1
86	0640193		Tray, Hose, Center, 26" Bumper, Outside Air Horns Capacity, Bumper Tray - 22) 175' of 1.75" Grating, Bumper extension - Grating, Rubber	1
87	0633480		Cover, Aluminum Treadplate, Two (2) Flush Lift and Turn Latches, Hose Tray Stay arm, Tray Cover - c)Pneumatic Stay Arm, Dual	1
88	0510226		Lift & Tow Package, Imp/Vel, AXT, Dash CF	1
89	0522573		Tow Hooks Not Required, Due to Lift and Tow Package	1
90	0562560		Cab, Arrow XT 2010, 6716 Raised Roof	1
91	0614530		Engine Tunnel, DD13, Arrow XT	1
92	0677478		Rear Wall, Exterior, Cab, Aluminum Treadplate	1
93	0562665		Cab Lift, Elec/Hyd, 2010 AXT, w/Manual Override	1
94	0640431		Grille, Bright Finished, Front of Cab, Arrow-XT	1
95	0002224		Scuffplates, S/S At Cab Door Jambs, 4-Door Cab Material Trim/Scuffplate - c) S/S, Polished	1
96	0647932		Not Required, Trim, S/S Band, Across Cab Face, AXT/Dash CF/Saber/Enforcer	1
97	0015440		No Chrome Molding, On side of cab	1
98	0092924		Mirrors, Ramco, 6001FFHR-750H, Heated/Remote, w/Bolt-on Heated Convex, Cab Mount	1
99	0563096		Door, Full Height, Arrow-XT 4-Door Cab, 16" & 20" Raised Roof	1
100	0655603		Door Panel, Brushed Stainless Steel, Arrow XT 4-Door Cab	1
101	0528958		Not Required, Controls, Electric Window, AXT, Quantum, Saber, Enforcer, Dash CF	1
102	0563603		Steps, 4-Door Cab, Std, AXT	1
103	0616242	SP	Steps, Stirrup w/Knurled Handrail Type Rung, Cab & Crew Cab Doors Light, Step, Additional - P25 LED	1
104	0509649		Lights, Cab and Crew Cab Access Steps, P25, LED w/Bezel, 1 Light Per Step	1
105	0005772		Fenders, S/S on cab, w/Radius corner, 2.00" wide	1
106	0566915		Window, Side of C/C, Fixed, Arrow-XT 2010	1
107	0012090		Not Required, Windows, Front/Side of raised roof	1
108	0050359		Windows, Rear CC, (2) stationary, 11.29"W x 17.95"H, AXT	1
109	0553057		Holder, Cup, Cab/Crewcab, Each Qty, - 04	4
110	0625334		Cab Interior, Vinyl, Arrow XT Color, Cab Interior Vinyl/Fabric - d) Red	1
111	0012430		Cab Interior, paint color Color, Cab Interior Paint - d) red	1
112	0052101		Floor, Alum Cab & Crew Cab, AXT/Imp/Vel/Dash CF	1
113	0043079		Heater/defroster, AXT	1
114	0603353		Air Conditioning, Arrow-XT 2010 Paint Color, A/C Condenser - Painted by OEM	1
115	0660960		Dual Condensate Drain Tubes for A/C Drip Pan, AXT	1
116	0012122		Fans, Window Defrost, One (1) Fan on Each Side	1
117	0639675		Sun Visor, Smoked Lexan, AXT, Dash CF, Imp/Vel, Saber FR/Enforcer Sun Visor Retention - Polished S/S Bracket	1
118	0069332		Grab Handles, Driver Side Low & Officer Dash Panel	1
119	0002526		Light, Engine Compt, All Custom Chassis	1
120	0631830		Fluid Check Access, Saber FR/Enforcer, Arrow XT	1
121	0507748	SP	Map box, 2 bin - Size Feature, Any Pierce Custom Chassis Location - per the customer instructions during pickup Size - Outside to outside 12.25" x 9.25" x 8.125" tall. Inside to inside big compt 5.875" x 12.00", inside to inside little compt 3.00" x 12.00". Compt is rectangular with two bins facing up. There are pictures in the file.	1
122	0599959		Straps, Velcro, Map Box, Custom Chassis Location, Map Box/Straps - Map Box Qty, - 02 Z Size, High -	2
123	0583040		Frontal Impact Protection	1
124	0622617		Seating Capacity, 6 Seats	1
125	0697002		Seat, Driver, Pierce PSV, Air Ride, High Back, Frontal Impact	1
126	0696980		Seat, Officer, Pierce PSV, Air Ride, SCBA, Frontal Impact	1
127	0002517		Not Required, Radio Compartment	1
128	0565229		Seat, Rear Facing C/C, DS Outboard, Pierce PSV, SCBA	1
129	0102783		Not Required, Seat, Rr Facing C/C, Center	1

Line	Option Code	Type	Option Description	Qty
130	0565233		Seat, Rear Facing C/C, PS Outboard, Pierce PSV, SCBA	1
131	0663806		Seat, Forward Facing C/C, DS Outboard, Pierce PSV, Hi-Back, Foldup ,17" Btm	1
132	0616239	SP	Cabinet, EMS, Forward Facing, Ctr, 38 W x 56 H x 22.63 D,Roll,Keypad, Qtm/AXT Door, EMS Cabinet - Amdor Roll Up, Locking, Anodized Light, Tall EMS Compt - Pierce, Both Sides	1
133	0663805		Seat, Forward Facing C/C, PS Outboard, Pierce PSV, 17" Btm, Hi-Back, Foldup	1
134	0042264		Shelf, Adjustable, EMS Compt, 1.25" Lip Location, Shelf, EMS - (1) Ctr Fwd Fcng Cabinet and (2) Ctr Fwd Fcng Cabinet Qty, Shelf - 03	3
135	0794626	SP	Upholstery, Seats In Cab, All Imperial 1200, Red, All 911	1
136	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats Qty, - 03	3
137	0616366	SP	Riser Only, Center Forward Facing, 12" High, AXT	1
138	0603867		Seat Belt, ReadyReach Seat Belt Color - Red	1
139	0553381		Seat Belt Height Adjustment, Arrow XT	1
140	0602464		Helmet Storage, Provided by Fire Department, NFPA 2016	1
141	0647647		Lights, Dome, FRP Dual LED 4 Lts Color, Dome Lt - Red & White Color, Dome Lt Bzl - Grey Control, Dome Lt Color - Lens Switch Control, Dome Lt White - Door Switches and Lens Switch	1
142	0631776		Not Required, Overhead Map Lights	1
143	0602637		Portable Hand Light, Provided by Fire Dept, Pumper NFPA 2016 Classification	1
144	0657193		Spotlight, Handheld Cab, Whelen, P36HHS LED w/S/S Bracket Location, Lights - per the customer instruction during the print review Qty, spotlights - 1	1
145	0567651		Cab Instruments, Ivory Gauges, Chrome Bezels, AXT MUX 2010	1
146	0509511		Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	1
147	0002600		Ammeter, Cab Instrument Panel	1
148	0665999	SP	Light, Do Not Move Apparatus, Federal Signal 360401-04 LED Alarm, Do Not Move Truck - No Alarm	1
149	0509042		Messages, Open Door/Do Not Move Truck, MUX w/Color Display	1
150	0551600		Switching, Cab, Rocker MUX, Impel/Velocity, AXT MUX, Dash CF Location, Emerg Sw Pnls - Driver's Side Overhead	1
151	0617961		Wiper Control, 2-Speed with Intermittent, MUX, AXT/Dash CF	1
152	0547505		Wiring, Spare, 10 A 12V DC 1st 12vdc power from - Battery direct Location - above the radio swival mount in the ceiling with a 18" pigtail labeled Qty, - 01 Wire termination - Stud	1
153	0548001		Wiring, Spare, 10 A 12V DC 2nd 12vdc power from - Battery direct Location - in the electrical compartment above the engine doghouse with 18" pigtail and labeled Qty, - 01 Wire termination - Stud	1
154	0548004		Wiring, Spare, 15 A 12V DC 1st 12vdc power from - Battery direct Location, Spare Wiring - Officer Dash Qty, - 02 Wire termination - Butt Splice	2
155	0548006		Wiring, Spare, 15 A 12V DC 2nd 12vdc power from - Battery switched Location - above the swival in the cab ceiling ofr the customer radio with a 18" pigtail labeled Qty, - 01 Wire termination - Stud	1
156	0610968		Wiring, Spare, 2.5 A 12V DC, USB Termination Blue Sea 1016 1st 12vdc power from - Battery direct Location - by the officer area in the dash with the exact location given at print review Qty, - 01	1

Line	Option Code	Type	Option Description	Qty
157	0591464		Wiring, Spare, 3 A 12V DC 1st 12vdc power from - Battery direct Location - in the cab for the officer and two jump seats with exact location given at print review Qty, - 03 Wire termination - Butt Splice	3
158	0548015		Wiring, Spare, 30 A 12V DC 1st 12vdc power from - Battery direct Location, Spare Wiring - Center Console Qty, - 01 Wire termination - Stud	1
159	0568733		Wiring, Spare, 5 A 12V DC 1st 12vdc power from - Battery direct Location - per the customer instructions at print review and this will be for the customer supplied "T.I.C." (Thermal Imaging camera) Qty, - 01 Wire termination - Butt Splice	1
160	0012668		Swivel Mount for Customer Installed Radio Location - on the hinged cab forward center ceiling between the driver and officer in front of the windshield center post Qty, - 1	1
161	0615386		Vehicle Information Center, 7" Color Display, Touchscreen, MUX System Of Measurement - US Customary	1
162	0606247		Vehicle Data Recorder w/CZ Display Seat Belt Monitor	1
163	0663220		Intercom, Firecom 5100D Single Radio, 5-Pos, D,O,2C,P Location, Intercom, C Cab - 2) 2 rearward facing seats	1
164	0006240		Cable, Radio to Intercom Interface, Firecom, 1 Radio Radio, First Two-Way Make - Motorola High Power Radio, Two-Way Model, First - will be given at print review	1
165	0795094	SP	Headset, Firecom, UH-51S Under Helmet, Radio Transmit, Slotted Location, Headset - Driver Seat and Officer Seat Qty, - 02	2
166	0681384		Headset, Firecom, UH-52 Under Helmet, Intercom Only Location, Headset - DS Outbrd, Rear Fcng Seat and PS Outbrd, Rear Fcng Seat Qty, - 02	2
167	0681408		Hangers For Headsets, NFPA, Each Location, Headset Hangers - Driver Seat, Officer Seat, DS Inbrd, Rear Fcng Seat and PS Inbrd, Rear Fcng Seat Qty, - 04	4
168	0562774		Install Customer Provided Thermal Camera(s), Charger Only Location - per the department instructions at print review Qty, - 01	1
169	0616417	SP	Antenna, PCTel, GPSHPDLTEMIMO-SF, LTE MIMO/Dual WiFi/GPS Multiband Qty, - 01	1
170	0615115		Pierce Command Zone, Advanced Electronics & Control System, Diag LEDs, AXT, WiFi	1
171	0624265		Electrical System, Arrow XT MUX	1
172	0079211		Batteries, (6) Exide Grp 31, 950 CCA each, Threaded Stud	1
173	0008621		Battery System, Single Start, All Custom Chassis	1
174	0622896		Battery Compartment, Arrow XT Battery Trays - Roto-Molded Trays	1
175	0531324		Charger, Sngl Sys, Kussmaul, 1000, 091-56-12 w/Battery Saver	1
176	0605332	SP	Location, Charger/Compr, w/Location Feature Location - behind the driver seat	1
177	0531403		Location, Battery Charger Indicator, Driver's Seat with Bracket	1
178	0016848		Shoreline, 20A 120V, Kussmaul Auto Eject 091-20WP-120 Color, Kussmaul Cover - b) red Connection, Shoreline - the battery charger, cab electrical receptacles and air pump Qty, - 01	1
179	0026800		Shoreline Location Location, Shoreline(s) - DS Cab Side	1
180	0555689		Scuffplate, S/S Around Shoreline Inlet, 12" x 12"	1
181	0036804		Light, Indicator, Shoreline Inlet Powered, Green 1st	1

Line	Option Code	Type	Option Description	Qty
182	0012767		Kussmaul, #091-18-098 Dynamic Power Disconnect	1
183	0647728		Alternator, 430 amp, Delco Remy 55SI	1
184	0065384		Diagrams, Electrical Layout In Distrb Area, Laminated	1
185	0092582		Load Manager/Sequencer, MUX Enable/Disable Hi-Idle - e)High Idle enable	1
186	0648539		Headlights, Rectangular LED, JW Speaker, AXT/Dash CF/Saber/Enforcer	1
187	0648425		Light, Directional, Whelen 600 LED Combination, Cab Corners, Imp/Vel/AXT/Qtm/DCF Color, Lens, LED's - m)match LED's	1
188	0648297		Light, Directional, Whelen 60A00TAR LED Arrow, Recessed, Angle Bkt, Back of Cab	1
189	0620055		Light, Directional/Marker, Intermediate, Truck-Lite 60115Y LED 2lts	1
190	0648056		Lights, Clearance/Marker/ID, Front, Truck-Lite 10006Y LED Beehive 5 Lts	1
191	0647929		Lights, Directional/Marker, Cab Front Side, Truck-Lite 19036YLED,AXT/EnfMUX/DCF	1
192	0090155		Lights, Clearance/Marker/ID, Rear, Truck-Lite 35200R LED 7Lts	1
193	0509363		Lights, Tail, Federal, QL64Z-BBT LED Stop/Tail and QL64Z-TURN, LED Flange Kit, 2pr - w/with a flange	1
194	0508377		Lights, Backup, Federal QL64Z-BACKUP, LED Backup Light Flange Kit - w)with flange	1
195	0663884		Bracket, License Plate & Light, P25 LED, Temp Under Tailbrd Location - driver side	1
196	0013464		Alarm, Back-up Warning, Federal 258	1
197	0523766	SP	Alarm, Hindsight 20/20, HS300U, Sonar Back-up Device Location - in the front of the cab in view of the driver Location 1 - on each side of the apparatus and at the rear	1
198	0687604		Lights, Perimeter Cab, Truck-Lite 6060C LED 4Dr, Grommet Mt	1
199	0617866		Lights, Perimeter Pump House, Truck-Lite 6060C LED 2lts	1
200	0683575		Lights, Perimeter Body, Truck-Lite 6060C LED 2ts, Rear Step Control, Perimeter Lts - Parking Brake Applied	1
201	0556360		Lights, Step, P25 LED 4lts, Pump Pnl Sw	1
202	0668497		Light, Whelen, 12V PFP2P Pioneer LED Fld/Fld, Pole Mt 1st Color, WIn Lt Housing - White Paint Handle Holder and Up Ind Sw W - Without Handle Holder Location, Lights - at the pump panel in the over the pump compartment, one each side Pole Length W - 20.00" Outside Pole Poles, W - Side Body/Surface Mount, Pull-Up Pole Qty, - 02 Switch, Lt Control 1 DC,1 - a) DS Switch Panel Switch, Lt Control 2 DC,2 - g) PS Switch Panel Switch, Lt Control 3 DC,3 - e) Pump Operators Panel Switch, Lt Control 4 DC,4 - d) No Control	2
203	0618289		Light, Visor, Whelen, 12V PFP2* Pioneer LED Floodlt 1st Color, WIn Lt Housing - Black Paint Location, driver's/passenger's/center - centered Qty, - 01 Switch, Lt Control 1 DC,1 - a) DS Switch Panel Switch, Lt Control 2 DC,2 - g) PS Switch Panel Switch, Lt Control 3 DC,3 - e) Pump Operators Panel Switch, Lt Control 4 DC,4 - d) No Control	1
204	0678134		Lights, Deck, Unity (2) AG-S-P46SLC LED	1
205	0645676		Lights, Not Required, Hose Bed, Deck Lights At Rear	1
206	0645681		Lights, Not Required, Rear Work, Deck Lights At Rear	1
207	0709438		Light, Walking Surface, FRP Flood, LED	1
208	0025957		Switch, Hose Bed Lights Location, Switch - z) cab	1
209	0036996		Switch, Master, Q2B Siren	1
210	0037002		Switch, Master, Crew Cab Heater	1
211	0037004		Switch, Master, Crew Cab Air Conditioner	1
212	0060115		Pumper, Med, Alum, 2nd Gen	1
213	0554271		Body Skirt Height, 20"	1
214	0013492		Tank, Water, 750 Gallon, Poly, Med, New York Style	1
215	0003405		Overflow, 4" Water Tank, Poly	1
216	0609870		Not Required, Overflow	1
217	0028104		Foam Cell Required	1

Line	Option Code	Type	Option Description	Qty
218	0633066		Sleeve through Tank Qty, Sleeve - 1 Water Tank Sleeve - Plumbing/Hydraulic Diameter - 3" Plumbing	1
219	0553725		Restraint, Water Tank, Heavy Duty, Special Type Tank, 4x4, or Export	1
220	0003429		Not Required, Direct Tank Fill	1
221	0003424		Not Required, Dump Valve	1
222	0048710		Not Required, Jet Assist	1
223	0030007		Not Required, Dump Valve Chute	1
224	0514778		Not Required, Switch, Tank Dump Master	1
225	0556223		Hose Bed, Aluminum, Pumper, New York Style, Fill In Blank Height Fill in Blank - 64" Material Trim/Scuffplate - c) S/S, Polished	1
226	0003481		Hose Bed Capacity, Special Capacity, Hosebed - in bid 1 will be 300' of 2.50", flat lay in 2 columns, bed 2 400' of 3" , flat lay in 3 columns and bed 3 1000' of 5", flat lays in 4 columns	1
227	0083488		Divider, Hose Bed, .25" Unpainted Qty, Hosebed Dividers - 2	2
228	0615687	SP	Equipment Storage Compt In Hose Bed, Two Section, For Poly Trays Fill in Blank - 30" I.D. on the driver side and 36.75" I.D. on the passenger side Size - 30" I.D. on the driver side and 36.75" I.D. on the passenger side	1
229	0010133		Cross-Divider, Hose Bed	1
230	0097956		Hose Tray, Poly, Removable, Hose Bed, Deluxe Location - on the driver side and then the passenger side Qty, - 02 Size - approximately 29.50" wide X 11" high X 72" deep on the driver side and 36" wide X 11" high X 72" deep on the passenger side	2
231	0053031	SP	Cover, Hose Bed, Shock Cord & 1/4 Turn @ Front, Flap over Dome Color, Vinyl Cover - c) black	1
232	0013512		Running Boards, 12.75" Deep	1
233	0689621		Tailboard, 16" Deep	1
234	0690037		Wall, Rear, Smooth Aluminum/Body Material Material, Rear Wall Inboard Facing Surfaces - Alum D/A	1
235	0003531		Tow Bar, Under Tailboard	1
236	0003561		Construction, Compt, Alum, Pumper	1
237	0063610		DS 152" Lap, Full Height Front & Rear, FDLER	1
238	0083623		PS 152" Lap, Low	1
239	0063911		Doors, Lap w/ "D" Handles - Side Compartments	1
240	0013671		Rear, Rollup, 30.75" FF	1
241	0692746		Doors, Gortite, Rollup, Rear Compartment Color, Gortite, Roll-up Door - Satin finish Latch, Gortite, Roll-up - Non-Locking Liftbar	1
242	0554995		No Body Modification Required	1
243	0625184		Guard, Drip Pan, S/S, Rollup Door, Pumper Location, Door Guard/Drip Pan - R1 Qty, Door Accessory - 01	1
244	0003919		Reverse Hinge Compartment Door Location, Door Accessory - on the driver side front compartment D3 Qty, Door Accessory - 01	1
245	0021603		Scuffplate, Brushed S/S Bottom of Door Frame Location, Door Accessory - of the side body compartment opening Qty, Scuffplates - 05	5
246	0616670		Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker Location, Compartment Lights - D1, D2, D3, P1, P2 and R1 Qty, - 06	6
247	0003977	SP	Floor, Hinged for Access, Alum. 4-way Fill in Blank - .	1
248	0687146		Shelf Tracks, Painted Location, Shelf Track - D3, D1, P1 and P2 Qty, Shelf Track - 04	4
249	0625835		Shelves, Adjustable, 500 lb Capacity, Full Width/Depth, Special Side Height	4

Line	Option Code	Type	Option Description	Qty
			Location, Shelf - (1) in upper compartment D1 flush to the bottom of the transition point, the vertical partitions will attach to the bottom of this shelf, (1) in upper compartment D3 flush to the bottom of the transition point, one in P1 and P2, refer to pictures. Material Finish, Shelf - Painted - Compt Interior Qty, Shelf - 04 Shelf, Side Height, Front - 2" Shelf, Side Height, Rear - 2" Shelf, Side Height, Right & Left - 2"	
250	0034000		Louvers, Additional, Per Compt Location - One centered and as high as possible in compartment D2 over the driver side rear wheel compartment and one on the front bulkhead in compt D3 above the mic/speaker box. Qty, Comp. Accessory - 02	2
251	0616337	SP	Louver, Selected Compts, High as Possible Location - the compartments ahead and behind the rear wheels as high as possible on the water tank wall instead of the rear wheel well area Qty, Comp. Accessory - 04	4
252	0028022		Matting, Dri-Deck Shelving Only Color - 2) red Location - each adjustable shelf Qty, Shelf - 04	4
253	0006118		Matting, Dri-Deck w/Bevel, Compt Floor only Color - 2) red Location - each body compartment Qty, Comp. Accessory - 06	6
254	0009729		Pac Trac, Installed on Compt Wall Location - on the upper water tank wall of compartments D1, D2 and D3 Qty, Comp. Accessory - 03	3
255	0096116		Partition, Vertical Compartment, Special Height Fill in Blank - the full height of the lower depth part of the compartment, (up to the break) Finish - Painted, Compt Interior, Spatter Gray Location - the lower part of compartment D3 using .25" alum with the first partition 10.75" forward of the wheel well wall and second one 9.75" forward of the first partition Qty, Partition - 02	2
256	0024016		Rub Rail, Aluminum Extruded, Side & Rear of Body	1
257	0004024		Fender Crowns, Rear, S/S	1
258	0519849		Not Required, Hose, Hard Suction	1
259	0626229		Handrails, Side Pump Panels, Per Print	1
260	0004126		Handrails, Beavertail, Standard	1
261	0626413		Handrail, Rear, Above Hose Bed, Special Location Handrail Finish - Knurled Location, Handrails - under the aluminum enclosure for the arrow stick	1
262	0004154		Handrail, Extra - 10" Long Location, Handrails - on the rear trailing edge of the cab roof, one each side Qty, Handrails - 02	2
263	0657651		Compt, Air Bottle, Double, Full Width Door, Fender Panel Door Finish, Fender Compt - Polished Insert, Air Bottle Compt - Rubber Matting and W-Shaped Insert Latch, Air Bottle Compt - Southco C2, Chrome, Non-Locking Location, Fender Compt - Double - DS Fwd Qty, Air Bottle Comp - 1	1
264	0657524		Compt, Air Bottle, Single, Round, Fender Panel Door Finish, Fender Compt - Polished Insert, Air Bottle Compt - Rubber Matting Latch, Air Bottle Compt - Flush Lift & Turn Location, Fender Compt - Single - DS Rear, Single - PS Fwd and Single - PS Rear Qty, Air Bottle Comp - 3	3
265	0602940		Ladder, Extension, Provided by Fire Dept, Pumper/Pumper w/Aerial, NFPA 2016 Ext Ladder, Make/Model - 24' Duo-Safety 900-A Qty, - 01	1
266	0602718		Ladder, Roof, Provided by Fire Department, Pumper/Pumper w/Aerial Device, NFPA 2016 Qty, - 1	1

Line	Option Code	Type	Option Description	Qty
267	0086719	SP	Roof Ladder, Make/Model - 14' Duo-Safety 775-A Compt, Ladder Storage, PS, Above 152" Body, 173"L w/Forward Access Door Latch, Door Ladder Storage - Lift and Turn	1
268	0602903		Ladder, 10' Duo-Safety 585A, w/Mtg, Provided by Fire Dept, Pumper NFPA 2016 Location, Folding Ladder - d) Ladder comp	1
269	0602877		Pike Pole, Pumper, Provided by Fire Department, NFPA 2016 Pike Pole Make/Model - Duo-Safety 8' Pike Pole	1
270	0602875		Pike Pole, 6', Pumper, Provided by Fire Department, NFPA 2016 Pike Pole Make/Model - Duo-Safety 6' Pike Pole	1
271	0004361		Tubes, Alum, Pike Pole Storage Location, Pike Pole Tube - Ladder Storage Qty, Pike Pole Tubes - 02	2
272	0058193		Tubes, Alum, Pike Pole Storage, Spcl Notch, NY PP Head Location - ladder compartment Qty, Pike Pole Tubes - 02	2
273	0004375		Bell, 12" Chrome w/Eagle Location, Acc. Misc. - a) driver's side	1
274	0024388		No Steps Required, Front Of Body	1
275	0591883		Steps, Folding, Rear of Body, Trident Coating, Step - luminescent	1
276	0591172		Step, Folding, Driver's side back of cab, Trident Coating, Step - luminescent Qty, Folding Step - 01	1
277	0591170		Step, Folding, Passenger side back of cab, Trident Coating, Step - luminescent Qty, Folding Step - 03	3
278	0004435		Pump, Waterous, CSU, 2000 GPM, Single Stage	1
279	0004482		Seal, Mechanical, Waterous	1
280	0559769		Trans, Pump, Waterous C20 Series	1
281	0635600		Pumping Mode, Stationary Only	1
282	0605126		Pump Shift, Air w/Manual Override, Split Shaft, Interlocked, Waterous	1
283	0003148		Transmission Lock-up, EVS	1
284	0004547		Auxiliary Cooling System	1
285	0014486		Not Required, Transfer Valve, Stage Pump	1
286	0004517		Valve, Relief Intake, Elkhart, Set @ 125 PSI	1
287	0536322		Controller, Pressure, Pierce, Custom Chassis	1
288	0641743		Primer, Waterous, VPO Motor, (1) VAP Valve, (1) Push Button Control	1
289	0658361		Thermal Relief Valve, OPM, w/Red Warning Light and Alarm, Waterous Pump Location, Thermal Relief Discharge - Pump Operator's Panel	1
290	0058516		Manuals, Pump (2), CD	1
291	0060963		Pump Test, Third Party, Dual Rated Pump Rating - Higher - 2000 Pump Rating - Lower - 1500	1
292	0602512		Plumbing, Stainless Steel and Hose, Single Stage Pump, Control Zone	1
293	0064656		Not Required, Black Iron Pipe with Stainless Steel Plumbing	1
294	0004645		Inlets, 6.00" - 1250 GPM or Larger Pump	1
295	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
296	0667691		Valve, Ball Intake, TFT AB1ST-NX, 5" Stz x 6" FNST-S, Man w/HW Location, Main Inlet Valve - Both Qty, Main Inlet Valves - 2	2
297	0024650		Pump Suction Tubes, Long	1
298	0084610		Valves, Akron 8000 series- All	1
299	0004660		Inlet, Left Side, 2.50"	1
300	0004680		Inlet, Right Side, 2.50"	1
301	0016158		Valve, Inlet(s) Recessed, Side Cntrl, "Control Zone" Qty, Inlets - 2	2
302	0004700		Control, Inlet, at Valve	1
303	0650999		No Front Inlet (Large Dia) Requested	1
304	0064119		No Actuation Req'd	1
305	0009606		No Intake Relief Valve Required on Front Inlet	1
306	0521688		Not Required, Cap, Long Handle, Front Inlet, Pre-connected Hose	1
307	0650998		Not Required, Elbow/Swivel, Front Suction	1

Line	Option Code	Type	Option Description	Qty
308	0092569		No Rear Inlet (Large Dia) Requested	1
309	0092696		Not Required, Cap, Rear Inlet	1
310	0064116		No Rear Inlet Actuation Required	1
311	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
312	0092568		No Rear Auxiliary Inlet Requested	1
313	0563738		Valve, .75" Bleeder, Aux. Side Inlet, Swing Handle	1
314	0016723		Tank to Pump, (1) 4.00" Valve, 4.00" Plumbing, Handwheel Control, Akron Valve	1
315	0004910		Outlet, Tank Fill, 2.00"	1
316	0004940		Outlet, Left Side, 2.50" Qty, Discharges - 01	1
317	0092570		Not Required, Outlets, Left Side Additional	1
318	0004945		Outlet, Right Side, 2.50" Qty, Discharges - 02	2
319	0092571		Not Required, Outlets, Right Side Additional	1
320	0029137		Not Required, Outlet, Large Diameter	1
321	0649939		Outlet, Front, 1.50" w/2.00" Plumbing Drain, Front Outlet - Class 1 Automatic Fitting, Outlet - 1.50" NST chrome adapter Location, Front, Single - in center bumper tray	1
322	0539720	SP	Outlet, Rear, 4.00" w/4.00" Plumbing & Valve, Special Location Location, Outlet - a) passenger's side Qty, Discharges - 01	1
323	0054930		Outlet, Rear, 2.50" w/3.00" Plumbing, Additional Location - driver side Qty, Discharges - 01	1
324	0092573		Not Required, Outlet, Hose Bed/Running Board Tray	1
325	0085076		Caps for 1.50" to 3.00" Discharge, VLH	1
326	0563739		Valve, 0.75" Bleeder, Discharges, Swing Handle	1
327	0065091		Elbow, Left Side Outlets, 30 Degree, 2.50" FNST x 2.50" MNST, VLH	1
328	0035094		Not Required, Elbow, Left Side Outlets, Additional	1
329	0085096		Elbow, Right Side Outlets, 30 Degree, 2.5" FNST x 2.5" MNST, VLH	1
330	0089584		Not Required, Elbow, Right Side Outlets, Additional	1
331	0065900		Elbow, Rear Outlets, 30 Degree, 4.00" FNST x 5.00" Storz Qty, Discharges - 01	1
332	0633330		Elbow, Rear Outlets, 30 Degree, 2.50" FNST x 2.50" MNST, VLH, Additional	1
333	0007308		Not Required, Elbow, Large Diameter Outlet	1
334	0005080		Reducer, 2.50" FNST x 1.50" MNST, w/Cap Location, Adapter(s) - all the 2.5" discharges Qty, Adapter for Outlets - 05	5
335	0062133		Control, Outlets, Manual, Pierce HW if applicable	1
336	0531625		Outlet, 3.00" Deluge w/TFT Extend-a-Gun XG18 riser, w/foam by-pass Location - with a "T" handle control	1
337	0556292		No Monitor Requested, Customer/Dealer Furnished Fill in Blank - TFT X-fire XFT-NJ	1
338	0029304		No Nozzle Req'd	1
339	0046857		Deluge Mount, For TFT Crossfire Monitor, TFT Manual Extend-A-Gun Only	1
340	0029167		Crosslays Sngl Sheet Unpainted, (2+) 1.50", Std. Cap Qty, Crosslays - 2	2
341	0029196		Not Required, 2.50" Crosslay	1
342	0029260		Not Required, Speedlays	1
343	0682003		Hose Restraint, Crosslay, Heavy Nylon Web, Top & Sides, One Piece	1
344	0019853		Crosslays, 8.00" Lower Than Standard - Control Zone with 9.00" Raised PH	1
345	0095358		Foam Sys, Husky 12, Single Agent Amount of Disc. W/Foam - 5 Discharge - the 2 crosslays, front bumper, rear 2.5" and the deluge gun	1
346	0012126		Not Required, CAF Compressor	1
347	0552481		Refill, Foam Tank, Single Tank, Husky 12, Class A Foam	1
348	0031894		Demonstration, Foam System, At Pierce Vehicle, Qty, Training, P - 1 vehicle	1
349	0085446		Foam Cell, 25 Gallon, Not Reduce Water Type of Foam - Class "A"	1
350	0505016		Drain, 1.00", Foam Tank #1, Husky 12 Foam System	1

Line	Option Code	Type	Option Description	Qty
351	0091079		Not Required, Foam Tank #2	1
352	0091112		Not Required, Foam Tank Drain	1
353	0007545		Pump House, Side Control, 45", Control Zone	1
354	0594577		Pump Panel Configuration, Match Previous Unit, as Close as Possible Fill in Blank - 22543	1
355	0005525		Material, Pump Panels, Side Control Brushed Stainless	1
356	0005578		Panel, Pump Access - Pass Side Only	1
357	0035500		Raised Pump House Structure, Side Control	1
358	0583824		Light, Pump Compt, Whelen 3SC0CDCR LED White Qty, - 02	2
359	0586438		Gauges, Engine - Pump Panel, IAT Pressure Controller	1
360	0005601		Throttle Included w/ Pressure Controller	1
361	0549333		Indicators, Engine, Included with Pressure Controller	1
362	0657656		Cold Climate Package, Heat Enclosure Only	1
363	0668900		Tag, Special Wording Fill in Blank - TANK-TO-PUMP Location - on the pump panel Qty, - 01	1
364	0001750		Tag, Special Colors Color, Discharge Tag - #1 crosslay - yellow, #2 crosslay - orange, front discharge - purple, deluge - burgundy, DS rear discharge - brown, PS rear LDH - gray, #2 PS discharge - white, #3 DS discharge - blue & #4 PS discharge - mint green Qty, Gauges/Disc. - 02	2
365	0539438	SP	Gauge, 6.00" , 30"-0-400 lb Vacuum, 0-400 Pressure - Class 1, Spcl. Des Plaines	1
366	0511105		Gauge, 3.00" Pressure, Class 1, Special Color Dial Face - white Gauge Pressure Range - 0-400 psi	1
367	0536428		Gauge, Water Level, Pierce, In pressure Controller	1
368	0038751		No Water Level Gauge Req'd at Pump Panel	1
369	0060753		Water Level Gauge, Whelen PSTANK, LED 1-Light, 4-Level Activation, Water Level G - pg) pump in gear Location, Water Level Gauge - Each Side Custom Cab & Rear Body Qty, - 03	3
370	0062992		Gauge, Foam Level, (1) Tank, Class 1, 5lt	1
371	0593161		Light Shield, S/S LED	1
372	0682498		Light Shield/Step 8", PS LED, P25 LED Stp Lt	1
373	0540862	SP	Microphone & Speaker w/Plain Door and Trim Band - Side Operators Pnl	1
374	0606697		Air Horns, (2) Grover, In Bumper	1
375	0606835		Location, Air Horns, Bumper, Each Side, Outside Frame, Outboard (Pos #1 & #7)	1
376	0036062		Control, Air Horn, Horn Ring, PS Lanyard	1
377	0549924		Siren, Federal PA300-012MSC 690010, Hi-Lo Tone, 200 Watt	1
378	0047779		Location, Elect Siren, Recessed In Switch Panel Location - on the officer side	1
379	0076156		Control, Elec Siren, Head Only	1
380	0601332		Speaker, (1) Federal, ES100C w/ESFMT Recess Mnt & Trim Ring Connection, Speaker - siren head	1
381	0601552		Location, Speaker, Frt Bumper, Recessed, Right Side, Outside Frame, Inbrd (Pos 2)	1
382	0016080		Siren, Federal Q2B	1
383	0006097		Location of Siren, Recessed in Bumper Location, Siren, Mech - b) right	1
384	0041310		Control, Mech Siren, DS & PS Foot Sw, PS Location Feature Location - on the floor	1
385	0789991	SP	Lightbar, Federal, Navigator, 73" 1474992460 Momentary Opticom Activation - DS & PS Switch Opticom Activation - Cab Switch & E-Master Opticom Priority - b) High	1
386	0016380		No Additional Lights Req'd, Side Zone Upper	1
387	0540451		Light, Front Zone, Whelen M6* LED, Colored Lens, 4lts Q Bezel Color, Lt DS Frnt Outside - DS Front Outside Red Color, Lt DS Frnt Inside - r) DS Front Inside Red Color, Lt PS Frnt Outside - PS Front Outside Red Color, Lt PS Frnt Inside - r) PS Front Inside Red	1

Line	Option Code	Type	Option Description	Qty
388	0558676		Daytime Running Lights, Headlights, Qtm, Vel/Imp, Enf/AXT-MUX, DCF (Low Beam)	1
389	0653937		Flasher, Headlight Alternating Headlt flash deactivation - b)w/any head lights	1
390	0625377		Lights, Side Zone Lower, Whelen M6* Frnt & Mid, M6V2** Rear, 3pr, Ovr 25 Color, Lens, LED's - m)match LED's Color, Lt Side Front - Red Color, Lt Side Middle - Red Color, Lt Side Rear - Red Control, Scene Lts - Directional Light Location, Lights Front Side - b)each side bumper Location, Lights Mid - behind the crew cab doors Location, Lights Rear - in the rear wheel well area	1
391	0523833		Lights, Door Interior Flash, 4 Dr Cab, Whelen 50*03Z*R LED, TIR6 Color, Lights, Warning - c) amber	1
392	0054724		Lights, Side, Whelen Strip-Lite PS*00F*R LED, pair Color, Lens, LED's - m)match LED's Color, Lights, Warning - gla) red Control, Light - d) separate switch Location, Lights - one ahead and one behind the rear wheel well area Qty, Lights, Pair - 2	2
393	0615490	SP	Lights, Rear Zone Lower, Whelen M6V2* LED Color, Lens, LED's - m)match LED's Color, Lt DS Rear - r) DS Rear Lt Red Color, Lt PS Rear - r) PS Rear Lt Red Control, Scene Lts - Cab Sw Panel DS	1
394	0509600		Lights, Rear, Federal QuadraFlare QL64XF-*, pair Color, FED, QuadFlr64 - Rd/Rd Location - the inside of the taillights, one each side of the rear step compartment Qty, Lights, Pair - 1	1
395	0617211	SP	Lights, Rear, Whelen M6V2** LED 1st Color, Lens, LED's - m)match LED's Color, Light - red Control, Light - d) separate switch Control, Scene Lts - Cab Sw Panel DS Location - above the rear taillights Qty, - 02	2
396	0006469		Lights, Flash Pattern, Rear Upper & Lower	1
397	0657547		Light, Rear Zone Upper, Federal VSLR1-R*A02 Red LED Beacon w/Amb LED IPX6 Color, Lens, LED's - c)clear	1
398	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
399	0016610		Mtg, Rear Warn Lts, Std Mount, S/S Brkts	1
400	0533866		Light, Traffic Directing, Federal Signal 320772, 41.8" Long, 331105 Cnt	1
401	0529908		Location, Traf Dir Lt, Over Hose Bed Between Body Sheet, On Cross Tube, Trdpt Box	1
402	0530282		Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End	1
403	0066620		Receptacle, 20A 120V 3-Pr 3-Wr SB Dup, Shoreline Int Location, Receptacle(s) - per customer instructions at print review Qty, - 03	3
404	0519934		Not Required, Brand, Hydraulic Tool System	1
405	0649753		Not Required, PTO Driven Hydraulic Tool System	1
406	0007150		Bag of Nuts and Bolts Qty, Bag Nuts and Bolts - 1	1
407	0602516		NFPA Required Loose Equipment, Pumper, NFPA 2016, Provided by Fire Department	1
408	0602407		Soft Suction Hose, Provided by Fire Department, Pumper NFPA 2016 Classification	1
409	0027023		No Strainer Required	1
410	0602538		Extinguisher, Dry Chemical, Pumper NFPA 2016 Class, Provided by Fire Department	1
411	0602360		Extinguisher, 2.5 Gal. Pressurized Water, Pumper NFPA 2016, Provided by Fire Dept	1
412	0602679		Axe, Flathead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
413	0602667		Axe, Pickhead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
414	0559685		Paint, Two Tone, Cab, Custom Cab Paint Color, Predefined - #70 Red Paint Color, Upper Area, Predefined - #101 Black	1
415	0645807		Paint Chassis Frame Assy, With Liner, E-Coat, All Joints Sealed	1

Line	Option Code	Type	Option Description	Qty
			Paint Color, Frame Assembly - Black	
416	0693797		No Paint Required, Aluminum Front Wheels	1
417	0687653		Paint, Rear Wheels, Single Axle, Alum-Stl	1
			Paint, Wheels - Black #101	
418	0509165		Coating, Protective Line-X Lining on Fuel Tank, Black	1
419	0616094	SP	Paint, Additional On Fuel Tank and Air Reservoirs	1
			Color, Paint - black	
420	0007230		Compartment, Painted, Spatter Gray	1
421	0544087		Reflective Band, 6"	1
			Color, Reflect Band - A - a) white	
422	0547618		Stripe, Diamond Grade, Chevron, Front Bumper	1
			Color, Chevron DG - Yellow Green, Fluorescent	
			Size, Chevron Striping - 06	
423	0536954		Stripe, Chevron, Rear, Diamond Grade, Pumper	1
			Color, Rear Chevron DG - fluorescent yellow green	
424	0009131		Stripe, .25" Reflective Outline on Reflective Band	1
			Color, Reflect Band - A - e) black	
			Qty, - 1	
425	0065687		Stripe, Reflective, Cab Doors Interior	1
			Color, Reflective - a) white	
426	0679853		Stripe, Reflective, Box, Each Individual Compt	5
			Qty, Compts Striped,Boxed - 05	
427	0679802		Stripe, Reflective, Cab Sides, IPO Chrome Molding	1
428	0033179		Lettering Specifications, Reflective	1
429	0686160		Lettering, Reflective, 3.00", (21-40)	1
			Outline, Lettering - Outline and Shade	
430	0685979		Lettering, Reflective, 16.00", Each	4
			Outline, Lettering - Outline and Shade	
			Qty, Lettering - 04	
431	0667089		Lettering, Reflective, 22.00", Each	2
			Outline, Lettering - Outline and Shade	
			Qty, Lettering - 02	
432	0686084		Lettering, Reflective, 3.00", Each	2
			Outline, Lettering - Outline and Shade	
			Qty, Lettering - 02	
433	0686033		Lettering, Reflective, 4.00", Each	6
			Outline, Lettering - Outline and Shade	
			Qty, Lettering - 06	
434	0686013		Lettering, Reflective, 6.00", Each	3
			Outline, Lettering - Outline and Shade	
			Qty, Lettering - 03	
435	0684116		Emblem, Monogram w/Scrolling, Reflective, 24"-26", Pair	1
			Location, Emblem - on the cab doors	
			Qty, - 01	
436	0001054		Emblems, Stop Signs, Reflective, pair	2
			Location, Emblem - inside the cab doors	
			Qty, - 02	
437	0599008		Rust Proof/Undercoat, Custom Chassis	1
			Color, Undercoating - Black	
438	0631674		E-Coat, TAK-4 Components, Front Axle, Black	1
439	0652945		E-Coat, Under Body/Chassis Component Package	1
			Paint Color, E-Coat - Black	
440	0526005		Manuals, One (1), Fire Apparatus Parts, & (1) CD, Custom Chassis	1
441	0543577		Manuals, One (1) Chassis Service & (1) CD, Custom	1
442	0530319		Manuals, One (1) Chassis Operation, & (1) CD, Custom	1
443	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
444	0595239		(No Pick Required)	1
445	0696696		Warranty, Engine, Detroit DD13, 5 Year, WA0180	1
446	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
447	0596017		Warranty, Frame, 50 Year, Custom Chassis, WA0013	1
448	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
449	0530524		Warranty, Axle, 2 Year, Meritor, General Service, WA0046	1

Line	Option Code	Type	Option Description	Qty
450	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
451	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
452	0595812		Warranty, Paint, 10 Year, Cab, WA0054	1
453	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
454	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
455	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
456	0685945		Warranty, Transmission Cooler, WA0216	1
457	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
458	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
459	0693127		Warranty, Gortite, Roll-up Door, 6 Year, WA0190	1
460	0063510		Warranty, Pump, Waterous, 5 Year Parts, WA0225	1
461	0648675		Warranty, 10 Year S/S Pumbing, WA0035	1
462	0657846		Warranty, Foam System, Husky 12, WA0231	1
463	0595819		Warranty, Paint, 10 Year, Body, WA0056	1
464	0595412		Warranty, Graphics Lamination, 1 Year, Apparatus, WA0168	1
465	0683627		Certification, Vehicle Stability, CD0089	1
466	0610841		Certification, Engine Installation, Arrow XT, Detroit DD13, 2016, CD0144	1
467	0686786		Certification, Power Steering, CD0098	1
468	0543934		Certification, Cab Integrity, AXT, CD0011	1
469	0548949		Certification, Cab Door Durability, AXT, CD0002	1
470	0548968		Certification, Windshield Wiper Durability, AXT, CD0006	1
471	0556828		Certification, Electric Window, Not Available	1
472	0549275		Certification, Seat Belt Anchors and Mounting, AXT, CD0019	1
473	0694929		Certification, Cab Heater and Defroster, AXT, CD0094	1
474	0609805		Certification, Cab Air Conditioning Performance, Arrow XT 2010, CD0140	1
475	0545073		Amp Draw Report, NFPA Current Edition	1
476	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
477	0799248		Appleton/Florida BTO	1
478	0000018		PUMPER, 2ND GEN	1
479	0000012		PIERCE CHASSIS	1
480	0562778		DD13 ENGINE	1
481	0046396		EVS 4000 Series TRANSMISSION	1
482	0020011		WATEROUS PUMP	1
483	0020009		POLY TANK	1
484	0028048		FOAM SYSTEM	1
485	0020006		SIDE CONTROL	1
486	0020007		AKRON VALVES	1
487	0020014		FRONT SUCTION	1
488	0020015		ABS SYSTEM	1
489	0658751		Manufacturing Attribute	1

ACCEPTANCE

The Contract attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the City of Des Plaines (the “City”) this 9th day of December 20 16.

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

CITY OF DES PLAINES

By: _____

Title: _____

ATTACHMENT

City of Des Plaines

Vehicle/Equipment Evaluation Form

Vehicle or Equipment VIN or Serial #	4S7AT9D06PC008590				
Vehicle or Equipment #	E-65/7605				
Make:	Darley	Model:	Fire Engine	Year:	1993
Mileage:		Hours of Operation:	9,815		
Date of Evaluation:	10/3/2016	Evaluator:	Ralph Magak		

System	Diagnosis	Repair Costs
Engine	3	\$ 24,458.57
Transmission	3	\$ 1,323.54
Drive Line/Differential	3	\$ 1,832.23
Exhaust	3	\$ 1,247.12
Hydraulic System	3	\$ 2,458.58
Electrical System	3	\$ 7,458.21
Brakes	3	\$ 4,898.99
Tires	4	\$ 11,247.35
Body	3	\$ 3,897.23
Interior/Exterior (Cab)	3	\$ 4,897.45
Front End/Suspension	3	\$ 1,248.56
Air Conditioning	5	
Pumping System (Fire)	3	\$ 4,236.56
Other	3	\$ 1,856.32
Total Repair Costs		\$ 71,060.71

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

Factor	Points
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.
Point Ranges	
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

Factor	Age	Miles/Hours	Type of Service	Reliability	Maintenance Costs	Parts Availability	Condition	Total Points
Points Earned	12	13	5	3	3	5	4	45

Recommend Replacement?	Yes	✓	No
------------------------	-----	---	----

Will Vehicle be Transferred?	Yes	No	✓
------------------------------	-----	----	---

Department Receiving Transfer	CED	Engineering	Public Works	Fire	Police	Pool

Salvage Value of Vehicle	\$ 5,000.00
--------------------------	-------------

City of Des Plaines

Vehicle/Equipment Evaluation Form

Evaluator's Comments:

This Fire Engine was a front line vehicle for Station 2 from 1993 to 2005. Then became a reserve from 2005 to present time. Records of repairs date back to 2005 when it became a reserve.

Some of the parts needed to keep this vehicle in proper running order are no longer available.

Recently some of the parts for the body had to be replaced with custom made parts and retrofitted parts from other equipment.

Pictures:





COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: November 21, 2016

To: Michael G. Bartholomew, MCP, LEED AP, City Manager
Michael McMahon, Community and Economic Development Director

From: Lauren Pruss, AICP, Economic Development Coordinator (LP)
Davorka I. Kirincic, AICP, Associate Planner / CDBG Administrator

Subject: Public Hearing Regarding Program Year 2015 CDBG Consolidated Annual Performance & Evaluation Report Adoption

Issue: The Consolidated Annual Performance & Evaluation Report (CAPER) is an annual document detailing the accomplishments of the Community Development Block Grant (CDBG) program and requires City Council approval before submitting to the U.S. Department of Housing and Urban Development (HUD).

Analysis: The City of Des Plaines Program Year (PY) 2015 CAPER summarizes the program performance of Year 1 of the CDBG Consolidated Plan (PY2015 Action Plan, October 1, 2015 to September 30, 2016). The CAPER reports on the expenditures and accomplishments of the public service, housing and infrastructure programs performed in respect to the goals established in the Action Plan, as summarized in the memorandum transmitting the resolution and complete package under the Consent Agenda.

This public hearing will complete the required public comment period as required by HUD. The 15-day public comment period for the CAPER began November 18, 2016, following a legal notice published in the Journal and Topics on November 4, 2016. The CAPER is available for public viewing at the following link, as well as at City Hall.

<http://www.desplaines.org/civica3/filebank/blobdload.aspx?BlobID=24053>

Recommendation: I recommend that the City Council hold the public hearing regarding the PY2015 CAPER and adopt this item that is on the Consent Agenda for December 5, 2016.

Attachments:

Attachment 1: PY2015 Legal Notice
Attachment 2: R-180-16

Exhibits:

Exhibit A: PY2015 CAPER Executive Summary (full document available online)

CITY OF DES PLAINES

PUBLIC COMMENT PERIOD and PUBLIC HEARING for the:

Community Development Block Grant Program Year 2015 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

PUBLIC COMMENT PERIOD

Notice is hereby given that the City of Des Plaines Program Year 2015 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER) will be available for public review and comment beginning Friday, November 18, 2016. The CAPER is the City's annual CDBG report to the U.S. Department of Housing and Urban Development (HUD). It will reflect the Program Year 2015 results, which began October 1, 2015 and ended September 30, 2016.

The City of Des Plaines invites comments on the CAPER. The 15-day (minimum) public comment period will begin Friday, November 18, 2016 and end Monday, December 5, 2016. The report will be available by visiting the Community and Economic Development Department, 1420 Miner Street, Des Plaines, IL. 60016 and via internet at: <http://www.desplaines.org/civicax/filebank/blobdload.aspx?BlobID=24053>

PUBLIC HEARING

A public hearing on the CAPER will be held during the regularly scheduled City Council meeting on Monday, December 5, 2016. The public hearing will begin at 7:00 p.m. in Room 102 of the Des Plaines Civic Center, 1420 Miner Street, Des Plaines, IL 60016. Written citizen comments will be submitted with the CAPER to HUD after the hearing.

For more information, please contact the CDBG Administrator at 847-391-5381 or dkirincic@desplaines.org.

CITY OF DES PLAINES

RESOLUTION R - 180 - 16

A RESOLUTION APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR PROGRAM YEAR 2015.

WHEREAS, the City is a designated entitlement community under the Community Development Block Grant ("**CDBG**") program administered by the United States Department of Housing and Urban Development ("**HUD**"); and

WHEREAS, in accordance with federal regulations, the City must obtain HUD approval of a "Consolidated Plan" every five years and an "Action Plan" every year prior to the disbursement of CDBG funds to the City by HUD; and

WHEREAS, each year the City must submit to HUD a CDBG Consolidated Annual Performance and Evaluation Report ("**CAPER**") that describes the City's CDBG-funded activities for the program year; and

WHEREAS, the 2015 program year began on October 1, 2015 and ended September 30, 2016; and

WHEREAS, the City accepted public comment on the 2015 CAPER from November 18, 2016 through December 5, 2016; and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve the 2015 CAPER and submit it to HUD;

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 2015 CAPER. The City Council hereby approves the 2015 CAPER in substantially the form attached to this Resolution as **Exhibit A**.

SECTION 3: AUTHORIZATION TO SUBMIT 2015 CAPER TO HUD. The City Council hereby authorizes and directs the City Manager, on behalf of the City, to submit the 2015 CAPER to HUD not later than December 30, 2016.

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

Approved as to form:

ATTEST:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving CDBG CAPER Report PY2015



CAPER

2015 Consolidated Annual Performance and Evaluation Report

FOR

COMMUNITY DEVELOPMENT BLOCK GRANT

SUBMITTED TO THE
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

PROGRAM YEAR 2015 **(October 1, 2015 – September 30, 2016)**

Prepared by the City of Des Plaines
Community and Economic Development Department
4120 Miner Street
Des Plaines, Illinois 60016

November 9, 2016

PY2015 CAPER

Executive Summary

Introduction

The Community Development Block Grant (CDBG) is a federally funded program of the U.S. Department of Housing and Urban Development (HUD). Established in 1974, CDBG has been vital for helping local governments tackle the challenges facing their communities. As a CDBG entitlement community with a population of over 58,000, the City of Des Plaines receives an annual allocation of funding based on a federal grant funding formula. The City of Des Plaines Community and Economic Development Department administers and works closely with HUD to ensure efficient programming. Per the national objective, all program activities aim to benefit low and moderate-income persons, prevent or eliminate blight, and/or meet an emergency need of the community.

There are three essential documents required by HUD from all recipients of the CDBG program: The Consolidated Plan, Annual Action Plan (Action Plan), and Consolidated Annual Performance and Evaluation Report (CAPER). The CDBG Consolidated Plan must be submitted every five (5) years and provides a snapshot of a community's current conditions and establishes long-term objectives, strategies, and goals to alleviate the issues identified. The Action Plan allows the community to make annual adjustments to meet both the goals benchmarked in the Consolidated Plan or handle with newer issues that may occur. The CAPER provides the accomplishment figures compared to the goals referenced in the Consolidated and Action Plan. Both the Action Plan and its respective CAPER must be submitted annually.

The current Consolidated Plan includes the program years 2015 through 2019 (October 1, 2015 – September 30, 2019). To that end, the City of Des Plaines PY2015 CAPER reflects on the accomplishments of Year 1 (October 1, 2015 to September 30, 2016) of the Consolidated Plan (PY2015 Action Plan).

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

The City of Des Plaines has made progress accomplishing the vision, goals, and objectives of the Strategic Plan, Action Plan, and the five-year Consolidated Plan. High priority needs accomplished included affordable housing, homelessness, other special housing/non-homeless needs and public service needs. Public facilities and public infrastructure were identified as medium priority needs. In the third quarter of PY2014, there was a change of staff within the CDBG department which resulted in the discovery of unspent funds from previous years. The new staff created a new five-year Consolidated Plan, and planned to moderately increase spending of funds during the next five years to draw down the unspent funds. These plans include increasing funds for home rehabilitation programs, the Public Facility Program, and the Public Infrastructure Improvement Program. As a new introduction to the City's Consolidated Plan, back up projects were identified in many areas to ensure the ability to draw down sufficient funds on an annual basis.

- Housing Programs. The City of Des Plaines has focused the CDBG program towards providing decent housing by preserving the existing housing stock and improving the overall quality of the community's low and moderate-income neighborhoods. To that end, the PY2015-19 Consolidated Plan allocated close to 70 percent of its annual CDBG budget to fund programs designed to address the affordable housing needs of low and moderate- income residents and 100 percent of the public facility projects in qualified low income areas of the City. A description of the programs as follows:
 - The Home Repair Program (HRP) has been the central activity of the City's CDBG Program in accordance with the Des Plaines Comprehensive Plan adopted on March 5, 2007. During the last few years, the Annual Action Plans reduced the HRP allocation based on the trend of previous program years. This approach had initially shown success by creating the opportunity to serve low and moderate income areas (LMA) with particular brick and mortar projects in need. However, later obstacles resulted in some projects not being completed causing funds to accumulate from the previous years.
 - The Home Minor Repair Program was introduced in PY2015 as a pilot program.
 - The Emergency Grant Program (EGP) has shown to be effective in maintaining decent housing by assisting low income households during emergency situations. Typical housing activities include temporary repairs to a leaking roof and plumbing/heating issues. Often, the maximum grant amount (\$2,500) is enough to provide emergency work when combined with a household's own resources. This funding is utilized as needed. In PY2015 we did not have any qualified households in need to use this program.
- Improve Public Facilities. The Des Plaines Strategic Plan identified the use of CDBG funds to improve park facilities in high density LMA residential neighborhoods: The Apache Park Neighborhood Plan, a carryover project from PY2014, was completed. Seminole Public Park rehabilitation in the amount of \$100,000 was not utilized as a backup project but is planned to be completed in the next PY2016.

- Public Infrastructure Improvement Projects. These projects encompass a wide range of eligible activities that include infrastructure/facilities construction and rehabilitation to assist primarily residential LMA. In recent years, the City was able to improve public sidewalks conditions sooner in low income areas than during the last few program years.
- Public Service Programs. Five subrecipient organizations, including the City's CDBG Administrator position, received CDBG funding. All the CDBG projects/activities were completed by the end of PY2015. The City of Des Plaines collaborates with several public service not-for-profit agencies to assist the needs of the homeless, at-risk and transitional housing persons towards a permanent independent living solution. The City works with Northwest Compass and the Center of Concern to provide homelessness prevention (at-risk) services through the CDBG Fair Housing and Homeless Prevention Program, respectively. Some of the services provided to low-income residents include: landlord-tenant mediation, emergency rent and mortgage aid, housing location assistance, and security deposit loans. In PY2015, these programs have assisted a combined 262 residents/households. Des Plaines continues to support programs that provide transitional housing and counseling towards permanent and independent living. Both the Safe Harbour Inc. and Women In Need Growing Stronger (WINGS) are nonprofit housing and social service agencies that provide emergency and transitional housing for girls and women. During occupancy, participants are presented with a wide range of counseling to improve their transition towards permanent housing. Aftercare and agency resources are also provided. In the PY2015, the Harbour Inc. and WINGS assisted 8 and 3 persons, respectively.

High priority non-housing community development needs of the Consolidated Plan include senior and youth programs. In PY2015, the CDBG program funded the Senior Employment Program to provide the elderly with employment counseling and networking resources (although available to all Low Moderate Income Des Plaines residents). Counseling sessions took place at the Des Plaines Senior Center twice a week while meetings by appointment were available five days a week at the Northwest Compass office in Mount Prospect. Northwest Compass also provides day care assistance through their Child Care Program. The main objective of the program is to provide a safe, suitable and affordable environment for children to allow low and moderate income parent(s) the opportunity to work. Other services of the program include budget management counseling, and monthly and short-term emergency day care subsidies. In PY2015, the above programs served 33 and 42 households.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)
 Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Spent Source / Amount	Indicator	Unit of Measure	Strategic Plan			PY15 Program Year		
					Expected Strategic Plan	Actual Strategic Plan	Percent Complete	Expected Program Year	Actual Program Year	Percent Complete
Improve Public Facilities										
Improve Public Facilities	Public Housing Community Development	CDBG: see below	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Low Income Census Block Groups- Persons Assisted	6,263	2,773	44%	2,773	2,773	100%
Improve Public Infrastructure										
Improve Public Infrastructure	Non-Housing Community Development	CDBG: see below	Public Facilities or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Low Income Census Block Groups- Persons Assisted	20,000	9,800	49%	13,077	9,800	74%
Planning and Administration: Conduct Planning and Administration Activities										
Planning and Administration: Conduct planning	Planning and Administration	CDBG: See below	Other	Other (Planning and Administration)	N/A	N/A	N/A	N/A	N/A	N/A

Make Housing Affordable, Accessible, and Sustainable										
Preserve affordable, accessible, sustainable housing	Affordable Housing	CDBG: See below	Homeowner Housing Rehabilitated	Low Moderate Income Household Housing Unit (Home Rehabilitation Programs: PY2015)	25	5	5	25%	5	100%
Services: Provide Financial Assistance for Public Programs and Services										
Provide Public Services preusme benefits	Homeless-benefits	CDBG: See below	Public Service activities other than Low/Moderate Income Housing Benefit	Persons Assisted (WINGS, The Harbour)	55	19	11	34%	19	172%
Provide Public Services	Homeless and at risk of Homeless	CDBG: See below	Public Service activities for Low/Moderate Income Housing Benefit	Persons Assisted (Center of Concern, Northwest Compass)	905	438	101	48%	438	433%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

Consistent with prior program years, the City's use of CDBG funding distribution is generally broken down as: 35% home rehabilitation programs, 15% public services, and 20% program administration activities. For this program year, the City had unspent funds from previous years of approximately \$356,000 and an additional \$107,000 in program income (funds were transferred from revolving loan to program income). In an effort to draw down these funds, the City has conducted the following activities within the identified programs:

Improve Public Facilities. Although this program is typically of medium priority, the City used funds accumulated from the previous years and partially funded the Apache Public Park using \$141,649 in funds. At a minimum, 580 low and moderate income households within the aforementioned census block is benefiting from the improved infrastructure completed by this project. For PY2015, Seminole Public Park improvements were planned as a backup project in the amount of \$100,000. Although not complete in PY2015 due to timing considerations, this project is planned for completion during PY 2016 as a backup project.

Improve Public Infrastructure. The City of Des Plaines intended to complete a variety of activities as part of the Infrastructure Improvement Program (IIP). Potential infrastructure improvements included the construction or rehabilitation of sidewalks, lights, streets, curbs, water, and sewer lines. Additional infrastructure improvements included pedestrian safety infrastructure to improve neighborhood livability, particularly in the form of pedestrian actuated crosswalk lighting. All activities considered for the IIP must meet the requirements of the environmental review process to analyze the impact the project may have on the residents and natural environment within the low-mod areas of the City.

Unfortunately, a number of planned infrastructure improvement projects were not completed due to various obstacles. Some projects did not pass environmental review. Additionally, the planned back up project for pedestrian actuated crosswalk lighting had to be abandoned due to significant safety concerns identified after adoption of the Plan. Finally, the Apache Neighborhood Lighting project was hindered by abnormally long delays from additional outside agency influences.

Approximately 2,773 residents of low income Census Block Groups are now experiencing improved, reconstructed sidewalks through the City's Capital Improvement Program. Approximately \$79,205 in public infrastructure projects were planned for PY2015. However, only \$12,500 was spent as explained above. As result, Staff plans to spend approximately \$100,000 in Public Infrastructure Improvement Programs (alley improvements in qualified low income census block group areas) during PY 2016 to take advantage of PY2015 unspent funds. Additionally, staff has put additional measures in place to ensure that planned projects will comply with environmental review.

Preserve Affordable, Accessible, and Sustainable Housing. This program has been identified as a high priority need in the 2015-2016 Consolidated Plan. Four owner-occupied homes were improved via the City's Home Repair Program and one owner-occupied home was improved via the Minor Repair Program, utilizing PY2015 funds. The Emergency Home Repair Program is also included in this Goal, but is intended to be used only on an as-

needed basis in the event of individual emergency. There were no households in need of the emergency Home Repair Program during PY2015, and the remaining PY2014 and PY2015 balance will be carried forward and used during PY2016.

During PY2015, staff dramatically increased public advertising and awareness of the Home Rehabilitation Programs. As a result, Northwest Housing Partnership, as administrator of these programs, now has a waiting list of 11 qualified households for these programs. Due to high demand for the housing rehabilitation programs staff plans to increase funds for the Home Repair Program (from \$83,800 to \$145,188) and for the Minor Repair Program (from \$7,400 to \$21,275).

Provide Public Services. These programs are high priority needs but are limited to 15 percent of the total annual grant. Nearly one hundred percent of planned funds were expended to support organizations that provided counseling, supportive, and referral services; child and youth services; senior services that enabled them to “age in place”; special needs services; health care services; financial, career, and employment counseling services; interpretation services with multilingual staff; and housing-related services by addressing issues such as homelessness prevention, helping homelessness.

Conduct Planning and Administration Activities. City staff regularly contacted subrecipients, including activities such as agreement preparation and execution, quarterly reporting, reimbursement processing, monitoring, and on-site pre-construction meetings and post-construction administration. Additional activities included attending a two-day training opportunity in September, collaborating with other north suburban CDBG entitlement communities, and creating consistent monitoring and reporting activities (especially for subrecipients that receive funding from multiple entitlement communities).

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	364
Black or African American	58
Asian	21
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	0
Total	443
Hispanic	161
Not Hispanic	282

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Des Plaines is a racially and ethnically diverse community, as is reflected in the resident data above.

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG		1,835,000	291,036
Other		0	

Table 3 – Resources Made Available

Narrative

The \$1,835,000 in CDBG funds that were originally auto-populated under "Resources Made Available" is the estimated balance for the remaining four years of the City's Consolidated Plan (assuming \$275,00 per year for four years + \$325,573 = Sum of Funding Field in SP-45). The "Resources Made Available" for PY2015 (\$648,036.22) is shown on Line 08 of the PR26 report (and in the CR-15 IDIS screen and manually entered above), and may be a more appropriate amount for the auto-populated field in the Word download, rather than the estimated \$1,835,000 amount remaining for the final four years of the Strategic Plan. The City received an entitlement allocation of \$276,523, which is higher than the estimated amount of \$270,000. This, along with carryover funds and uncompleted projects, resulted in the City expending fewer funds than the entitlement received for PY2015. The "Amount Expended during Program Year: Program Year 2015" (\$291,036) is shown on Line 15 of the PR-26 report. In accordance with HUD instructions for PY 2015 drawdowns, the City must first use program income funds (\$107,657) which is shown on Line 5 of the PR-26 report, then drawdown from the entitlement fund of PY2015.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Low/Moderate-Income Areas (PY2015) Census Block Group 806501	100%	20%	Sidewalks rehabilitation, pedestrian crossings and neighborhood lighting
Low/Moderate-Income Areas (PY2015) Census Block Group 806600	100%	100%	Apache Park Rehabilitation

Table 4 – Identify the geographic distribution and location of investments

Narrative

The City budgeted and spent 20 percent of its planned allocation on sidewalk reconstruction, and 100 percent of its planned allocation to improve the Apache Neighborhood Public Park in a low/moderate-income-eligible neighborhood. As previously explained, a number of infrastructure projects were not completed due to various obstacles. The remaining funds will be used for similar public facilities and public infrastructure programs in low income qualified Census Block Group Areas in the PY2016.

Other allocated funds for this program year were spent as planned city-wide through the home rehabilitation projects and through public service programs, both of which only serve qualified low moderate income households.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The street resurfacing and public sidewalk replacement projects had City's capital fund; and planning and administration staff had cost shares sourced by the City's general fund. Apache Neighborhood Park shared cost with the Des Plaines Park District.

Also, City's sub-recipients including: North West Housing Partnership, Northwest Compass Inc., WINGS, Harbour and the Center of Concern use CDBG funds to leverage HUD, State, municipal and private resources to operate programs for incorporated City of Des Plaines residents. In terms of housing projects, some Home Rehabilitation Program participants are able to fully fund the balance of their rehabilitation project that exceeds their forgivable loan/grant amount. Public infrastructure and facility projects funded by CDBG are typically leveraged with separate public funding to complete larger projects. For instance, CDBG funds were used in the PY2014 and PY2015 by the Des Plaines Park District to help fill funding gaps in largescale projects at Apache Neighborhood Park.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units		
Number of Non-Homeless households to be provided affordable housing units		
Number of Special-Needs households to be provided affordable housing units		
Total		

Table 5- Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance		0
Number of households supported through The Production of New Units		0
Number of households supported through Rehab of Existing Units	5	5
Number of households supported through Acquisition of Existing Units		0
Total	5	5

Table 6 - Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

During PY2015, five non-homeless affordable housing units participated in the home rehabilitation programs, while 25 units are projected for the five-year Consolidated Plan term. If this pace continues on an annual basis, the 25 unit goal will be achieved. This program is in demand; however, not everyone is eligible, as prospective recipients are turned away due to their household incomes exceeding income requirements. Staff will continue to increase funds for the home rehabilitation programs if current pre-qualified wait list trends continue.

Discuss how these outcomes will impact future annual action plans.

Modifications were made to the upcoming PY2016 Annual Action Plan to increase funds for the home rehabilitation programs in response to the increased demand for these programs, and also to diversify the type of programs which will be administered through sub-recipients. Workshops were held with subrecipients during PY2015 to streamline and restructure the programs provided to eliminate duplication of services, and to limit the number of programs with less than \$5,000 in funding. This effort resulted in maximum administrative efficiency and funding of the various subrecipient programs.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Persons Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	8	0
Moderate-income	10	0
Total	18	0

Table 7 – Number of Persons Served

Narrative Information

A total of 5 households received housing rehabilitation programs, oncluding total of 18 persons benefit from home rehabilitation programs.

The City does not directly receive HOME funds; hence, no data is provided.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Des Plaines' primarily enlists social service agencies who have the expertise and capacity to tackle the difficult issue of homelessness. Specifically, Des Plaines works with The Harbour, an agency that provides services to homeless and at-risk of homelessness youth, Women in Need Growing Stronger(WINGS), who provides services to homeless and at-risk of homelessness victims of domestic violence, and Center of Concern, who provides services to the entire spectrum of homeless and at-risk of homeless citizens. The City of Des Plaines Department of Health and Human Services and Police Department will continue to reach out to homeless persons, refer them to the social service programs available to them via the City's CDBG sub recipients, and relate their needs to the Des Plaines CDBG staff.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Des Plaines' Health and Human Services Department is able to provide assistance to individuals and families in need of transitional housing by providing referrals to, and information about, various agencies that serve and work with the homeless. These area agencies include: Connections with the Homeless, Journey from PADS to Hope, The Harbour, Salvation Army, and Resurrection Hospital. The Health and Human Services Department also provides money for gas, food or transportation as it applies to the current situation. Des Plaines also has several free dinners available to any resident in need of food.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Supporting homeless persons and families' transition to stable permanent housing and independent living:

1. Outreach, including internet based, to the already homeless. Provide appropriate outreach to strengthen the homeless person's ability to identify resources, plan strategically, manage relationships and build bridges to care and affordable housing in the community. Provide a special focus on the most vulnerable which includes youth, persons with disabilities and age 50+ seniors.
2. Homeless Related Housing Counseling to the already homeless. Provide Housing Counseling that includes housing options clarification, linkage to housing and homeless assistance funds, and short term benefit counseling/financial planning. Provide special focus on preventing return to homelessness strategies.
3. Homeless Housing Case Management. Provide coordinated housing assessment and services to connect each, and sustain each individual and family with the best fit housing solution. Provide comprehensive assessment, goal setting and linkage to care. Address vocational, mental health, addiction, benefits management, financial counseling, and linkage to health care services.
4. Rapid Re-housing. Expand Rapid Re-housing resources to respond to episodic homelessness.
5. Sustainably Housed Support. Create ongoing, including internet based, educational and service supports for populations - especially youth, persons with disabilities, and age 50+ seniors - who struggle to function within the homeless services system of care. Provide special focus on preventing return to homelessness strategies.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Most homeless assistance in Des Plaines is of a preventive nature as opposed to direct services to someone without a residence; however, The Harbour helps homeless youth transition into permanent housing and independent living.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

According to consultation with the HACC, there are no actions planned to occur during Des CDBG program year 2015.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

According to consultation with the HACC, there are no actions planned to occur during Des CDBG program year 2015.

Actions taken to provide assistance to troubled PHAs

The HACC is not designated as troubled.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

In October of 2011, the Department of Community and Economic Development and Farr Associates completed a draft Unified Development Ordinance (UDO) that will replace the current zoning ordinance and improve opportunities for a variety of households so they can continue, relocate or move into Des Plaines. A UDO emphasizes the regulation of building type versus general land use. Through this approach, physical development is based on scale and the characteristics of a neighborhood "block" rather than an entire area. The result advocates for mixed-land uses and housing types by permitting a variety of bulk standards on a smaller scale. Residential district types alone in Des Plaines will nearly double while 6 of the 7 new commercial districts will permit for residential housing. This will diversify housing choice in the City as well as support more work-force housing opportunities.

It has been a goal and recommendation in both the City of Des Plaines Comprehensive Plan (March, 2007) and CDBG Consolidated Plan (August, 2005) to provide a variety of housing types to serve a wider range of residents and further fair housing choice. Staff believes this will be achieved as the community gradually redevelops with a more diversified housing stock.

In January of 2011, the City of Des Plaines received \$90,300 in funding from the Model Communities Grant Program for a number of initiatives targeted at reducing obesity and improving overall health of Des Plaines residents. As part of the grant award, the City was able to work with the Active Transportation Alliance on a year-and-a-half long public planning process that culminated in the creation of a Complete Streets Policy, an Active Transportation Plan, and a city-wide School Travel Plan that will guide future development in the City. In addition, the grant funding allowed for the purchase of more than 100 bike racks for installation throughout the City.

The City will approach every transportation improvement and project phase as an opportunity to create safer and more accessible streets and corridors for users of all ages and abilities, with an emphasis on prioritizing the needs of pedestrians, bicyclists, and transit users.

The City will continue to support local organizations in their efforts to maintain or create affordable units for existing and future Des Plaines residents, including the conversion of units to eliminate barriers to ADA-accessibility.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City has distributed, and will continue to fairly distribute, CDBG funding to organizations who will attempt to address the obstacles in meeting the underserved needs of the community.

Insufficient funding was cited as a major obstacle to meeting underserved needs in the PY2010-14 Consolidated Plan. Budget issues at the State level have placed many programs at risk. Specifically, the Apache Park renovation, in a high density- low income and minority neighborhood, was in danger of being placed on hold due to a loss in expected Illinois State grants. However, CDBG funds were pooled from previous program years, and were allocated towards this project beginning in PY2014 with the purchase of

new playground equipment. CDBG funds were further used to partially support the cost of the remaining project, allowing it to be completed in PY2015.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j) – (different heading in IDIS)

The City's Building Division has monitored, and will continue to monitor lead levels in homes participating in the Home Rehabilitation Programs where paint disturbance will occur or there are deteriorating paint conditions. Many homes accepted to the Home Repair and Minor Repair Program were screened for lead paint and provided with abatement information. Follow-up and clearance inspections were also performed following the rehabilitation of homes if lead paint stabilization was completed. Homes built on or after 1978 and/or housed exclusively for the elderly or people with disabilities were exempt from the lead safe housing rule requirements. For PY2015, three households given an initial test were notified of no lead based paint in their homes, one was reported with no paint disturbed, and in one lead paint removal was completed.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City has maintained, and will continue to work toward maintaining or increasing, affordable housing, providing a stable base environment from which to work. Des Plaines has sought to reduce the number of poverty level families by funding programs and services targeted at the demographic groups most likely to be at risk. In general, poverty rates are disproportionately represented by single female head of households and minority female head of households. A large percentage of these households were very low income (50% of median income).

In addition, the City's Economic Development Coordinator is making strides to grow the City's economy by working to redevelop vacant properties and commercial spaces and attracting new businesses to Des Plaines. Most, if not all of the economic development activities will be accomplished by utilizing tax increment finance (TIF), and the general funds, with no CDBG funding.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

City staff provided, and will continue to provide, technical assistance to subrecipients throughout the program year, including on-site pre-construction meetings, quarterly reporting assistance, and on-site yearly or desktop monitoring. Since the City's 2015 HUD monitoring visit, policies and procedures related to grant management have been monitored, updated as needed, and documented in the CDBG procedures folder. CDBG administration staff will continue to look for operational efficiencies and attend relevant training and conferences. In addition, Des Plaines has worked with CDBG staff from Arlington Heights, Mount Prospect, Palatine, Schaumburg, Skokie and others, as we look to establish consistent reporting and procedures, enabling organizations that serve two or more of our communities to efficiently run their programs that receive CDBG funding.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

In addition to the aforementioned technical assistance and monitoring activities, Community and Economic Development, Public Health, and Human Services staff members have collaborated, and will continue to collaborate, with each other and reach out to housing and social services agencies as needed. The public services subrecipients receive further monitoring when they are new to the program, have new staff, and/or possible discrepancies are found in their quarterly reporting. Finally, it is worth noting that City of Des Plaines CDBG administration has undergone wholesale personnel changes in PY2014. At the beginning of PY2015, the new administrator contacted and visited each subrecipient agency providing necessary documents needed to comply with HUD regulations.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City is committed to making Des Plaines a better place to live, work, and play for all residents, workers, and employers. The activities listed above will enhance this effort for low/moderate-income residents, households, and neighborhoods, and the community and the region as a whole.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

All subrecipients are required to send quarterly reports which are reviewed on the quarterly basis by the City's CDBG Administrator. The City's CDBG Administrator also monitors all subrecipients on an annual basis. In addition, public facilities and public infrastructure improvement projects involve pre-construction meetings, where CDBG-related administration and expectations are explained to the contractor and subrecipient staff, payroll processing, etc. Finally, public services subrecipients receive further monitoring when they are new to the program, have new staff, and/or possible discrepancies are found in their quarterly reporting.

Citizen Participation Plan 91.105(d); 91.115(d)

Citizen Participation Plan 91.105(d); 91.115(d) – (different heading in IDIS)

The City of Des Plaines provides frequent notices, workshops, publishes all required legal advertisements, and conducts at least one public hearing every year. Two Public Hearings for the PY2015 Action Plan were conducted as part of the adoption of the Consolidated Plan PY2015-19, first on July 6, 2015, and second on July 20, 2015. Third Public Hearing in regard to the PY2015 Action Plan was conducted on March 21, 2016 as part of the Substantial Amendment to the Consolidated PY2015-19 Consolidated Plan and PY2015 Action Plan. No citizen comments were received during the PY2015 public hearings regarding the Consolidated Plan, Action Plan, Substantial Amendment or CDBG programs/activities.

As PY2015 is the first of a new five-year Consolidated Plan, online surveys and work shop discussions with local organizations were conducted, providing additional long-range input for the next five years. To date, no written or verbal citizen comments have been received. If any comments are received, they will be forwarded to HUD accordingly.

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

A legal notice requesting public input on this CAPER was published on November 4, 2016. The 15-day comment period began on November 18, 2016, and ended at the City Council meeting on December 5, 2016. The CAPER was published in draft form and made available to the public via the internet at: <http://www.desplaines.org/civicax/filebank/blobdload.aspx?BlobID=24053> and in hard copy at City Hall, Community and Economic Development Department. Written feedback is requested via email, fax, or the United States Postal Service. City staff will respond within 15 days of receipt of written comments.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

To-date, no changes have been made to the CDBG program objectives. If a need of low/moderate-income residents arises during the five-year term of the Consolidated Plan and is not currently addressed in the existing goals and objectives, staff will work with the appropriate staff and organizations to formally consider an amendment to the Consolidated/Strategic Plan, and communicate that need with the City Council during the next program year public participation cycle. Amendments to the plan(s) will be made as appropriate. At this time, the only potential change envisioned is the number of persons, households and/or housing units to be served may be amended if our projects are grossly over- or under-estimated.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No.

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

N/A



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: November 9, 2016
To: Michael G. Bartholomew, MCP, LEED-AP, City Manager
From: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering *TPO*
Subject: Illinois Department of Transportation Construction on State Highways Resolution

Issue: The current Illinois Department of Transportation (IDOT) Construction on State Highways resolution will expire at the end of the year and needs to be renewed.

Analysis: Every two years, the Illinois Department of Transportation requests that municipalities adopt a resolution to permit public works construction along state maintained highways in lieu of providing a surety bond.

The proposed resolution is for calendar years 2017 and 2018 and guarantees that our work will be performed in accordance with the conditions of the permits issued by IDOT. A hold harmless clause is also included in the document.

Recommendation: I recommend adoption of the IDOT Construction on State Highways Resolution for years 2017 and 2018.

Attachments:

Attachment 1 – Letter from IDOT
Resolution R-181-16



Illinois Department of Transportation

Office of Highways Project Implementation / Region 1 / District 1
201 West Center Court / Schaumburg, Illinois 60196-1096

PERMITS

Resolution for Construction on State Highway

November 3, 2016

The Honorable Matthew Bogusz
Mayor
City of Des Plaines
1420 Miner Street/NW Highway
Des Plaines, IL 60016

Dear Mayor Bogusz:

Chapter 121 of the Illinois revised statutes requires that any person, firm or corporation desiring to do work on state maintained rights of way must first obtain a written permit from the Illinois department of transportation. This includes any emergency work on broken watermains or sewers.

A surety bond is required with each permit application to insure that all work is completed in accordance with state specifications and that the right of way is properly restored.

For permit work to be performed by employees of a municipality a resolution is acceptable in lieu of the surety bond. This resolution does not relieve contractors hired by the municipality from conforming with the normal bonding requirements nor from obtaining permits.

The resolution should be enacted for a period of two years. This procedure will save time and effort as well as reduce the annual paperwork associated with an annual resolution.

In order to expedite the issuance of permits to your municipality during the next two calendar years the attached sample resolution should be adopted and a signed and certified copy thereof returned to this office. This resolution does not constitute a blanket permit for work in the State system. A separate application must be made in each instance. In the case of an emergency, verbal authority may be given prior to receipt of the written application. After normal working hours or weekends, this authority can be obtained from our Communications Center at (847)705-4612.

RECEIVED

NOV 07 2016

Des Plaines P.W. & Engr. Dept.

November 3, 2016

Page two

We would appreciate the cooperation of your community in withholding the issuance of building permits along State highways until the builder shows evidence of a State highway permit having been obtained. Our permit staff would be willing to answer any questions you may have regarding current policies or practices and to work with your planning commission on any new developments within your municipality.

Do not hesitate to contact Ms. Beverly Hawley, Office Coordinator at (847) 705-4142.

Very truly yours,

John Fortmann, P.E.
Region One Engineer

By: 
Thomas G. Gallenbach, P.E.
Traffic Permits Engineer

RESOLUTION

Whereas, the _____, hereinafter referred to as MUNICIPALITY, located in the County of _____, State of Illinois, desires to undertake, in the years 20__ and 20__, the location, construction, operation and maintenance of driveways and street returns, watermain, sanitary and storm sewers, street light, traffic signals, sidewalk, landscaping, etc., on State highways, within said MUNICIPALITY, which by law and/or agreement come under the jurisdiction and control of the Department of Transportation of the State of Illinois hereinafter referred to as Department, and,

Whereas, an individual working permit must be obtained from the Department prior to any of the aforesaid installations being constructed either by the MUNICIPALITY or by a private person or firm under contract and supervision of the MUNICIPALITY.

NOW, THEREFORE, be it resolved by the MUNICIPALITY:

FIRST: That MUNICIPALITY hereby pledges its good faith and guarantees that all work shall be performed in accordance with conditions of the permit to be granted by the Department, and to hold State of Illinois harmless during the prosecution of such work, and assume all liability for damages to person or property due to accidents or otherwise by reason of the work which it to be performed under the provision of said permit.

SECOND: That all authorized officials of the MUNICIPALITY are hereby instructed and authorized to sign said working permit on behalf of the MUNICIPALITY.

I, _____, hereby certify the

above to be true copy of the resolution passed by the

MUNICIPALITY. Dated this _____ day

Of _____ A.D. ____

Corporate Seal

By: _____

CITY OF DES PLAINES

RESOLUTION R - 181 - 16

A RESOLUTION REGARDING PERMITS GRANTED BY THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF STREET IMPROVEMENTS ON STATE HIGHWAYS MAINTAINED BY THE CITY

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

WHEREAS, the City of Des Plaines, hereinafter referred to as “Municipality,” located in the County of Cook, State of Illinois, desires to undertake, in the calendar years 2017 and 2018, the location, construction, operation and maintenance of driveways and street returns, watermains, sanitary and storm sewers, street light, traffic signals, sidewalk, landscaping, etc., on State highways, within said Municipality, which by law and/or agreement come under the jurisdiction and control of the Department of Transportation of the State of Illinois, hereinafter referred to as “Department;” and

WHEREAS, an individual working permit must be obtained from the Department prior to any of the aforesaid installations being constructed either by the Municipality or by a private person or firm under contract and supervision of the Municipality;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, County of Cook, 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: COMPLIANCE WITH IDOT PERMITS. The Municipality hereby pledges its good faith and guarantees that all work shall be performed in accordance with conditions of the permit to be granted by the Department, and to hold the State of Illinois harmless during the prosecution of such work, and assume all liability for damages to persons or property due to accidents or otherwise by reason of the work which is to be performed under the provisions of said permit.

SECTION 3: AUTHORIZATION TO EXECUTE PERMITS. All authorized officials of the Municipality are hereby instructed and authorized to sign said working permit on behalf of the Municipality.

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

Approved as to form:

ATTEST:

CITY CLERK

Peter M. Friedman, City Attorney

DP-Resolution IDOT PW Construction on State Highways 2017-18



PUBLIC WORKS AND ENGINEERING DEPARTMENT

1111 Joseph J. Schwab Road
Des Plaines, IL 60016
Tel: 847-391-5464
www.desplaines.org

MEMORANDUM

Date: November 18, 2016
To: Mike Bartholomew, MCP, LEED-AP, City Manager
From: Timothy Watkins, Assistant Director of Public Works and Engineering *TW*
Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering *TPO*
Subject: New Cingular Wireless License Agreement

Issue: New Cingular Wireless petitioned the City for a temporary lease agreement to utilize the City's water tank at 195 West Oakton Street.

Analysis: The property known as the Salvation Army facility at 10 W. Algonquin Road is currently under contract for sale and New Cingular is required to vacate their equipment on the property. New Cingular Wireless has requested the installation of wireless antenna facilities for up to nine months on our Oakton Street Water Tower as a replacement for the macro-cell site located at 10 W. Algonquin Road. We have negotiated a lease rate of \$3,000 per month which is consistent with our other cellular leases.

Recommendation: We recommend approval of the lease agreement with New Cingular Wireless PCS, LLC, 575 Morosgo Dr., Suite 13-F West Tower, Atlanta, GA, 30324, for the temporary use of City owned property.

Attachments:
Resolution R-186-16
Exhibit A – Lease Agreement

CITY OF DES PLAINES

RESOLUTION R - 186 - 16

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SHORT TERM LEASE AGREEMENT BETWEEN THE CITY OF DES PLAINES AND NEW CINGULAR WIRELESS PCS, LLC REGARDING WIRELESS SERVICE FACILITY AT 195 WEST OAKTON.

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 maintains a public water tower at 195 W. Oakton ("***Tower***"); and

WHEREAS, the New Cingular Wireless PCS, LLC ("***New Cingular***") has requested placement of wireless antenna facilities ("***Antenna Facilities***") for up to nine months on the Tower as a replacement for a macro-cell site that is being decommissioned by the owner of the property at 10 W. Algonquin Road; and

WHEREAS, New Cingular now desires to enter into a short term lease agreement to allow install and maintain the Antenna Facilities on the Tower as well as appurtenant ground facilities on the 195 W. Oakton parcel; and

WHEREAS, City staff recommends that the City enter into a short term lease agreement with New Cingular; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into a short term lease agreement with New Cingular;

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. That the recitals set forth herein above are incorporated herein by reference as the factual basis for this transaction.

SECTION 2: APPROVAL OF LEASE AGREEMENT. The City Council hereby approves the short term lease agreement with New Cingular in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel ("***Lease Agreement***").

SECTION 3. AUTHORIZATION TO EXECUTE LEASE AGREEMENT. That the City Manager is hereby authorized to execute, and the City Clerk to attest, the Lease 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_Res Approving Lease with New Cingular for Short Term Lease on 195 W. Oakton Tank

LEASE AGREEMENT

between

CITY OF DES PLAINES
as Landlord

and

NEW CINGULAR WIRELESS PCS, LLC

as Tenant

Dated as of _____, 2016

TABLE OF CONTENTS

ARTICLE 1 - PARTIES 1

ARTICLE 2 - BASIC LEASE TERMS AND DEFINITIONS 1

ARTICLE 3 - DEMISE 4

ARTICLE 4 - TERM 4

ARTICLE 5 - RENT 4

ARTICLE 6 - TAXES 5

ARTICLE 7 - USE 6

ARTICLE 8 - QUIET ENJOYMENT; CO-TENANTS 6

ARTICLE 9 - UTILITIES 7

ARTICLE 10 - ACCESS 7

ARTICLE 11 - PROPERTY IN OR UPON LEASED PROPERTY 8

ARTICLE 12 - MAINTENANCE 8

ARTICLE 13 - IMPROVEMENTS 9

ARTICLE 14 – INDEMNIFICATION AND RESTORATION DEPOSIT 9

ARTICLE 15 - INSURANCE 10

ARTICLE 16 - EMINENT DOMAIN 11

ARTICLE 17 - ENVIRONMENTAL COMPLIANCE 11

ARTICLE 18 - ASSIGNMENT AND SUBLETTING 12

ARTICLE 19 - DEFAULT 13

ARTICLE 20 - FORCE MAJEURE 14

ARTICLE 21 - EVIDENCE OF LEASE 14

ARTICLE 22 - ESTOPPEL CERTIFICATE 14

ARTICLE 23 - SUBORDINATION 15

ARTICLE 24 - SURRENDER OF LEASED PROPERTY 15

ARTICLE 25 - HOLD OVER 15

ARTICLE 26 - RENEWAL TERM(S)..... 15

ARTICLE 27 - BROKER'S COMMISSION..... 16

ARTICLE 28 - GENERAL 16

ARTICLE 29 – RENTAL STREAM OFFER 18

ARTICLE 30 – CASUALTY 19

EXHIBITS

Exhibit A	Plans Depicting Antenna Facilities
Exhibit B	Plans Depicting Equipment Building
Exhibit C	Legal Description of the Premises
Exhibit D	Plans Depicting Tenant's Equipment Building Spaces
Exhibit E	Plans Depicting Tenant's Tower Space
Exhibit F	Rent Schedule
Exhibit G	Form of Evidence of Lease

LEASE

THIS LEASE AGREEMENT (the *Lease*) is made as of the 6th day of December, 2016, by and between the parties named in Article 1, which parties, in consideration of the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby agree as follows:

ARTICLE 1 - PARTIES

1.1 Landlord: **CITY OF DES PLAINES**, an Illinois municipal corporation (*Landlord*), whose notice and rental payment address is:

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

1.2 Tenant: **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company (*Tenant*), whose notice address is:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: IL0684; Des Plains SW (IL)
Fixed Asset No:
575 Morosgo Dr.
Suite 13-F West Tower
Atlanta, GA 30324

With a copy to:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
RE: IL0684; Des Plaines SW (IL)
FA #:
208 S. Akard Street
Dallas, TX 75202-4206

ARTICLE 2 - BASIC LEASE TERMS AND DEFINITIONS

In addition to other terms that are defined elsewhere in this Lease, the following terms, whenever set forth in initial capitals in this Lease, shall have the meanings set forth in this Article, except as otherwise expressly provided in this Lease:

Antenna Facilities The personal wireless services antenna facilities and related improvements and facilities to be installed on the Premises, depicted as devoted to Tenant's use on Exhibit A.

Commencement Date The Commencement Date shall be the [**December 6, 2016**].

Connection Space Those certain areas where Tenant's conduits, wires, cables, cable trays and other necessary connections are located between the Tenant's Equipment Building Space and the Tenant's Tower Space, and between the Tenant's Equipment Building Space and the electric power, telephone, and fuel sources for the Premises.

Co-Tenant Any Entity other than Tenant leasing a portion of the Premises for the Intended Use or any similar purpose.

Delivery Date The Delivery Date shall be the date upon which Tenant obtains the last of the Governmental Approvals and the Other Approvals.

Entity Any individual, corporation, firm, partnership, association, trustee or Governmental Agency.

Equipment Building The building to be constructed on the Premises, as depicted on Exhibit B, comprising approximately 322 square feet in Floor Area.

Environmental Law

- a. Any applicable federal, state or local statute, law, ordinance, rule, regulation, code, license, permit, authorization, approval, consent, order, judgment, decree, injunction, directive, requirement by, of, or agreement with any Governmental Agency, existing as of the Lease Execution Date and as amended thereafter, relating to:
 - i. the protection, preservation or restoration of the environment (including, without limitation, air, water, vapor, surface water, ground water, drinking water supply, surface land, subsurface land, plant and animal life, or any other natural resource), or to human health and safety; or
 - ii. the exposure to, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production, release or disposal of, Hazardous Substances.
- b. Environmental Law also includes, without limitation, any common law or equitable doctrine (including, without limitation, injunctive relief and tort doctrines such as negligence, nuisance, trespass and strict liability) that may impose liability or obligations for injuries or damages related or incidental to, or threatened as a result of, the presence of or exposure to any Hazardous Substance and the following statutes and implementing regulations:
 - i. the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.);
 - ii. the Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.);
 - iii. the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 et seq.);
 - iv. the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. § 9601 et seq.);
 - v. the Toxic Substances Control Act, as amended (15 U.S.C. § 2601 et seq.); and
 - vi. the Occupational Safety and Health Act, as amended (29 U.S.C. § 651 et seq.).

Floor Area The area determined by measuring from the interior faces of all outside walls and common walls.

Governmental Agency Any federal, state or local government, subdivision, district, agency, department, court, tribunal, officer, board, commission or other instrumentality.

Governmental Approvals All permits, licenses, easements, zoning relief, subdivision relief, orders, certificates or other authorizations issued by any applicable Governmental Agency necessary, required by Tenant to allow for the use and occupancy of the Premises and the Equipment Building for the Intended Use and the provision of all utilities necessary for the Intended Use.

Hazardous Substance Any substance, whether liquid, solid or gas, that is listed, defined, designated or classified as toxic, hazardous, radioactive or dangerous under any Environmental Law, whether by type or by quantity. Hazardous Substance includes, without limitation, any explosive or radioactive material, asbestos, asbestos containing material, urea formaldehyde foam insulation, polychlorinated biphenyls, special waste or petroleum products or any derivative or by-product thereof, methane, toxic waste, pollutant, contaminant, hazardous waste, toxic or hazardous substances or related materials, as defined in any applicable Environmental Law.

Initial Term A period of five years beginning on the Commencement Date.

Intended Use The construction, installation, operation and maintenance of the Antenna Facilities and utility services related thereto.

Lease Execution Date The date set forth in the first paragraph of Page 1 of this Lease, irrespective of the date on which either party in fact caused this Lease to be executed.

Lease Year The first Lease Year shall be for a period of twelve consecutive calendar months beginning on the Commencement Date, except that if the Commencement Date shall be other than the first day of a calendar month, the first Lease Year shall be the period beginning on the Commencement Date and ending on the last day of the calendar month in which it shall occur, plus the following twelve calendar months. Each Lease Year after the first Lease Year shall be a successive period of twelve calendar months.

Leased Property Tenant's Tower Space, together with Tenant's Equipment Building Space, as depicted in Exhibit B.

Other Approvals All permits, licenses, easements, zoning relief, subdivision relief, orders and certificates or other authorizations issued by any applicable Entity other than a Governmental Agency required by Tenant to allow for the use and occupancy of the Premises and the Equipment Building for the Intended Use and the provision of all utilities necessary for the Intended Use.

Premises That certain real property located at 195 W. Oakton Ave., in Des Plaines, Illinois and legally described in Exhibit C.

Renewal Term(s) Six (6) months, and three (3) one-month options to extend.

Rent

a. Initial Term: \$3,000.00 per Lease Month, payable monthly in advance.

- b. Commencing in the second Lease Year, and each year thereafter, including throughout any Renewal Terms exercised, the Rent will increase by five percent (5%) over the Rent paid during the previous year as set forth in Exhibit F.

Restoration Deposit A deposit, in the amount of \$25,000 that the Tenant will be required to provide to the Landlord as security for any damage that may be caused by the installation of the Antenna Facilities on the Tower.

Tax Year The year in which Taxes are due and payable to the applicable Governmental Agency.

Taxes Ad valorem real property taxes and assessments (whether general or special) that are lawfully levied or assessed by any Governmental Agency and that become a lien on, or are levied against, the tax parcel of which the Leased Property is a part.

Tenant's Equipment Building Space That certain space located within the Equipment Building, as depicted in Exhibit D, comprising approximately 714 square feet.

Tenant's Proportionate Share The product of a particular cost or charge multiplied by a fraction whose numerator is the number one (1) and whose denominator is the number of Entities leasing space on the Premises as of the date such cost or charge was incurred.

Tenant's Tower Space Those certain areas of the Tower, as depicted in Exhibit E.

Term The Initial Term and any Renewal Term exercised pursuant to the provisions of this Lease, as the context shall require.

Tower The water tower owned by Landlord and located on the Premises.

ARTICLE 3 - DEMISE

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Leased Property and such related uses of the Premises as may be described in this Lease.

ARTICLE 4 - TERM

Tenant shall have and hold the Leased Property, and such related uses of the Premises as may be described in this Lease, for the Term, unless sooner terminated as hereinafter provided.

ARTICLE 5 - RENT

5.1 On the first day of the first Lease Year, Tenant shall pay to Landlord, (i) the Rent and (ii) the Rent for each day of such Lease Year in excess of 365 days, calculated on a per diem basis. On the first day of each subsequent Lease Year for the balance of the Term, Tenant shall pay the Rent to Landlord.

5.2 Tenant shall pay all Rent to Landlord at the address set forth in Article 1 of this Lease.

5.3 Tenant shall pay to Landlord a late payment charge equal to five percent of the total amount due for any Rent not paid within fifteen days after the date on which such Rent is due.

ARTICLE 6 - TAXES

6.1 The Taxes on the Leased Property shall be either:

- (a) the actual Taxes if the Leased Property is a separate tax parcel; or
- (b) if the Leased Property is not a separate tax parcel, the Tenant's Proportionate Share of the amount of the Taxes included in the tax statement(s) that includes the Premises.

6.2 In the event that this Lease results in the partial or total loss of the Premises' exemption from Taxes, Tenant shall be responsible for the payment of Tenant's Proportionate Share of all Taxes assessed against the Premises that include the Leased Property:

- (a) If the Leased Property is a separate tax parcel, Tenant shall pay the full amount of all Taxes assessed thereon to the Governmental Agency.
- (b) If the Leased Property is not a separate tax parcel, Tenant shall pay to Landlord, an amount equal to the Taxes at least fifteen days prior to the due date for such Taxes, during each Tax Year of the Term. Landlord shall pay the amount of the Taxes assessed against the Leased Property. Landlord shall submit a bill to Tenant for the portion of Taxes owed by Tenant at least twenty days before Taxes are due on the Premises.

6.3 Tenant shall be solely responsible for, and shall timely pay, all personal property taxes levied and assessed, if any, against Tenant or Tenant's personal property.

6.4 At the request of either party, the other party shall provide evidence of payment of any Taxes or personal property taxes.

6.5 Tenant shall be solely responsible for all costs and expenses attributable to any divisions, consolidations, or other applications and relief relating to Taxes that may result from this Lease or Tenant's use of the Leased Property and the Premises. Tenant shall reimburse Landlord for Tenant's Proportionate Share of any costs and expenses, including attorneys' fees, incurred by Landlord in connection with such matters. For any Taxes for which Tenant is responsible under this Lease, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action with respect to the valuation of the Leased Property. Landlord shall cooperate with respect to the commencement of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant.

6.6 Landlord shall not cause the Leased Property to be assigned its own tax parcel which includes property outside of the Leased Property.

6.7 Tenant shall have the right but not the obligation to pay any Taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 6.7 due to Landlord's failure to pay, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant. Tenant shall provide Landlord thirty (30) days prior written notice of its intent to pay Landlord's Taxes, unless payment must be made sooner in order to prevent a foreclosure of the Premises. Notwithstanding anything to the contrary contained in this Section 6.7 Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

6.8 Any tax-related notices shall be sent to Tenant in the manner set forth in Section 28.1 and, in addition, of a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Lease, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant.

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration -- Taxes
Re: IL0684; Des Plains SW (IL)
Fixed Asset No:
575 Morosgo Dr. Suite 13-F West Tower
Atlanta, GA 30324

ARTICLE 7 - USE

7.1 Prior to commencing the Intended Use, Tenant shall, at its sole cost and expense, obtain any and all Governmental Approvals and Other Approvals that may be required in connection with the use of the Leased Property for the Intended Use.

7.2 Tenant shall have the right during the Term to use the Leased Property for the Intended Use; provided, however, that Tenant shall not use the Leased Property in any manner that interferes with or disturbs the use of the Premises (i) by Landlord for any lawful purpose or (ii) by a Co-Tenant for any lawful use authorized under Landlord's lease with Co-Tenant.

ARTICLE 8 - QUIET ENJOYMENT; CO-TENANTS

8.1 Tenant recognizes that Landlord has the right to, and may from time to time, lease a portion of the Premises to Co-Tenants.

Tenant acknowledges and agrees that it has no objection to additional lease agreements or the Intended Use of the Premises by each Co-Tenant thereunder.

8.2 Tenant recognizes, acknowledges and agrees that the primary purpose of Landlord's ownership and use of the Tower and the Premises is for the public purposes of providing a reliable and continuous source of potable water within and without Landlord's corporate limits, and providing public safety communications in connection with the provision of public safety services by Landlord and other Governmental Agencies.

Tenant understands and agrees that its Intended Use of the Leased Property and the Premises may, from time to time, be disrupted and disturbed due to Landlord's obligation to provide potable water and such other services, including emergency situations as determined by Landlord, and Tenant agrees to cooperate with Landlord in Landlord's provision of such services.

8.3 Subject to the other terms and provisions of this Article, Landlord covenants and agrees that upon (i) payment by Tenant of Rent as set forth in Article 5 of this Lease and (ii) performance by Tenant of all terms, covenants and conditions of this Lease applicable to Tenant, Tenant shall peaceably and quietly hold and enjoy the Leased Property and the rights and privileges granted for the Term demised without hindrance or interference by Landlord, and Landlord shall perform all of its obligations under this Lease.

8.4 In the event that (i) Tenant's use of the Leased Property for the Intended Use is interfered with or disturbed by a Co-Tenant or an officer, agent, employee or contractor of, or other Entity acting on behalf of, a Co-Tenant, or (ii) any property of Tenant's located on the Premises is damaged by a Co-Tenant or an officer, agent, employee or contractor of, or other Entity acting on behalf of, a Co-Tenant, Tenant shall make any claim for such interference, disturbance or damage directly against such Co-Tenant and shall neither have nor make any claim therefor against Landlord. Tenant shall provide a copy of any notice by Tenant to a Co-Tenant of such claim. The protection of Landlord provided by Tenant in Article 13 of this Lease shall include all claims among Tenant and any Co-Tenants.

ARTICLE 9 - UTILITIES

From the Commencement Date and continuing throughout the Term:

- a. Tenant shall be responsible for obtaining any utility services for the Leased Property that it desires.
- b. Tenant's use and consumption of any utility services upon the Premises shall be separately metered, at Tenant's cost and expense, from that of Landlord and all Co-Tenants and other occupants of the Premises.
- c. Tenant shall be responsible for, and shall pay promptly, all charges for utility services used or consumed by Tenant on the Premises.
- d. If electrical utility service is interrupted for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Tenant will provide Landlord with as much advanced notice as is reasonably possible of its intent to provide such temporary source of power.

ARTICLE 10 - ACCESS

10.1 Tenant and its authorized representatives shall have the right to enter the Premises for the purpose of gaining access to the Leased Property upon 24 hours notice to Landlord; provided, however, that advanced notice to Landlord shall not be required in the event of a bona fide emergency. Tenant will be allowed to access Premises by

obtaining a key from Landlord's Public Works Water Treatment facility located at 2555 Maple Street, Des Plaines, Illinois 60018 (Contact telephone number 847-391-5490). After Tenant has concluded its work on the Premises, it will promptly return access key to the Landlord's Public Works Facility. Landlord and its agents shall have the right to enter the Premises and the Leased Property (i) for the purpose of examining and inspecting the Leased Property upon 24 hours notice to Tenant; provided, however, that notice to Tenant shall not be required in the event of a bona fide emergency, and (ii) for operating, maintaining, testing, repairing, and replacing the Tower and the Premises at any time without notice to Tenant.

10.2 Landlord hereby grants the Tenant the following rights:

- a. A right to run cable, including constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, through the Connection Space to allow the Leased Property to be used for the Intended Use.
- b. A right of access to and over the Property upon advanced notice to, and approval by, Landlord from Oakton Avenue for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as may be required in order to provide utility or similar services, including electronic power and telecommunications, to the Leased Property for the Intended Use. This right will extend to any company providing utility or similar services, including electronic power and telecommunications to the Lease Property.

ARTICLE 11 - PROPERTY IN OR UPON LEASED PROPERTY

All facilities, equipment and property of any nature that may be installed or placed in or upon the Leased Property by Tenant, but not including the Equipment Building, shall remain the property of Tenant. Landlord waives any right it may have in said facilities, equipment and property other than the Equipment Building. Tenant may assign, lien, encumber, mortgage or create a security interest in or upon its facilities, equipment or other property in or upon the Leased Property without the consent of Landlord; provided, however, that Tenant may not assign, lien, encumber, mortgage or create a security interest in any facilities, equipment or property of the Landlord, including the Tower, the Premises and the Equipment Building.

ARTICLE 12 - MAINTENANCE

12.1 Tenant shall, at its sole cost and expense, maintain the Antenna Facilities and all of its improvements, equipment and other personal property located upon or within the Leased Property in good condition and repair. Tenant shall keep the Leased Property free of debris and free of any dangerous, noxious, hazardous or offensive condition.

12.2 Landlord shall maintain the all portions of the Premises under its exclusive control in good condition and repair. Tenant shall pay to the Landlord, as additional rent, Tenant's Proportionate Share of all costs incurred by Landlord in connection with the maintenance of the Connection Space.

12.3 Any failure by the Tenant to maintain the Leased Property in the manner required herein, or failure by the Tenant to pay the Landlord the Tenant's Proportional Share will grant the Landlord the right to withdraw funds from the Restoration Deposit for the purpose of reimbursing itself for costs actually incurred in repairing and maintaining the Leased Property or the Premises to remedy any condition caused by the Tenant's installation of the Antenna Facilities.

ARTICLE 13 - IMPROVEMENTS

13.1 The Antenna Facilities installed on the Leased Property shall conform with the plans shown in Exhibit A. No change in or modification to the Antenna Facilities that is not in conformance with Exhibit A shall be made by Tenant without an amendment to this Lease in the manner provided in Article 28 of the Lease. Notwithstanding the foregoing, Tenant has the right to modify, supplement, replace, upgrade, expand any equipment, located within Tenant's Equipment Building Space at any time during the term of this Lease, without Landlord's consent. Furthermore, the Tenant shall have the right to replace, repair and upgrade any Antenna Facilities on the Tower after providing Landlord with advanced written notice of, and an opportunity to review all plans and specifications associated with, such replacement, repair, or upgrade. Landlord will, after receiving notice and an opportunity to review, not unreasonably withhold its consent to such replacement, repair, or upgrade; provided, however, any alteration to the Antenna Facilities on the Tower that increase the number or size of panel antennas shall be considered a material alteration to the Antenna Facilities and will require a written amendment to this Lease. Tenant will be allowed to make such alterations to the Antenna Facilities in order to ensure compliance with all applicable federal, state or local laws, rules or regulations.

13.2 The Antenna Facilities installed on the Leased Property will conform in all respects with the requirements of Section 8.5 of the City's Zoning Ordinance, including, without limitation, the following requirements:

- a. The Antenna Facilities may not extend more than 10 feet above the top of the Tower.
- b. The Antenna Facilities and such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto shall be painted to blend or match the Tower. The Antenna Facilities shall be of a single color, having a flat, matte, non-gloss, non-florescent finish. The color scheme for the Antenna Facilities shall be subject to the approval of Landlord.
- c. No advertising, logos, or corporate symbols shall be permitted on the Antenna Facilities except as required by law to indentify the owner/operator of the facilities.

ARTICLE 14 – INDEMNIFICATION AND RESTORTATION DEPOSIT

14.1 Tenant shall indemnify, save harmless, and defend Landlord, its boards, committees, commissions, officers, agents and employees, against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with the existence of this Lease or any act or omission of Tenant whether or

not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Tenant, except to the extent caused by the negligence or intentional misconduct of Landlord. Landlord: (i) shall promptly provide Tenant party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and (iii) shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve Tenant of its indemnity obligation, except (1) to the extent Tenant can show it was prejudiced by the delay; and (2) Tenant shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

14.2 Tenant shall, as security for the restoration and removal obligations set forth herein, provide the Landlord with a desposit in the amount of \$25,000, prior to the installation of the Antenna Facilities on the Tower. This Restoration Deposit may be provided in the form cash or a letter of credit acceptable in form and substance to the City's General Counsel. The Tenant's failure to restore or repair the Tower or any other part of the Leased Property damaged by the installation, maintenance, or removal of the Anetenna Facilities shall be grounds for the Landlord to draw funds from the Restoration Deposit in an amount sufficient to reimburse it for costs actually incurred by the Landlord to repair, replace, or remediate the damaged property. Any funds remaining in the Restoration Deposit shall be promptly returned top the Tenant after the Landlord has inspected and approved and accepted the Tower and the Leased Property upon removal of the Anetenna Facilities.

ARTICLE 15 - INSURANCE

15.1 Tenant shall maintain insurance on any of its property located on the Premises as it may deem reasonable and necessary. Landlord shall have no liability for damage, destruction or loss to such property.

15.2 Tenant shall maintain, at its sole cost and expense, throughout the Term, the following policies of insurance issued by a company with at least an "A-" rating from the most recently published *A.M. Best and Company Guide* and eligible to do business in the State of Illinois:

- a. Commercial general liability insurance, on Insurance Services Office (ISO) policy form CG 00 01 or its equivalent, insuring Tenant against liability for personal injury, death or damage to property arising out of the use of the Leased Premises by Tenant. Such insurance shall provide coverage with policy limits of \$10 million per occurrence and in the aggregate in the event of bodily injury or death to one or more persons and for property damage.
- b. Automobile liability insurance, on an "any auto" basis, with a combined single limit for personal injury and property damage of \$2 million.
- c. Workers' compensation insurance, with such limits as are required by law, and employer's liability insurance, with limits of \$500,000 per accident, \$500,000 per disease, per employee and \$1,000,000 per disease, policy limits.

With respect to all insurance policies required to be maintained by Tenant pursuant to this Lease:

- x. The following parties shall be included as additional insureds:

The City of Des Plaines and its boards, committees, commissions, officers, agents and employees.
- y. Tenant shall give the City of Des Plaines at least twenty-five days prior written notice of any intention not to renew any policy required hereunder or to cancel and not replace such policies, such notice to be given by certified mail, addressed to: City Manager, City of Des Plaines, 1420 Miner Street, Des Plaines, IL 60016

Tenant shall send a certificate of insurance for each such policy to Landlord annually and any time a new policy is issued.

15.3 Notwithstanding the foregoing, Tenant may self-insure the coverages required in subsection 15.2 under the same terms provided that that (i) Tenant or its parent company maintains a net worth of \$500,000,000 throughout the term of this Agreement; (ii) Tenant maintains sufficient capital reserves as approved annually by Ernst & Young or any successor auditing company; (iii) Tenant uses a third party administrator to manage all claims; (iv) Tenant is responsible for payment of any self-insured retention; and (v) Tenant provides Landlord with sufficient advance notice of its intent to self-insure. In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection 15.2): (i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and (iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

15.4 Landlord shall, at its own cost and expense, at all times throughout the Term carry all-risk property insurance for or properly self-insure the Equipment Building.

ARTICLE 16 - EMINENT DOMAIN

In the event that all or substantially all of the Premises shall be taken by any Governmental Agency or utility that has the power of eminent domain, then Tenant shall have the right to terminate this Lease within sixty (60) days thereafter. Each party shall have the right to maintain its own respective action against the condemning authority for its respective damages and neither party shall have any interest in any award granted to the other.

ARTICLE 17 - ENVIRONMENTAL COMPLIANCE

17.1 Tenant shall, at Tenant's sole cost and expense, comply with all Environmental Laws pertaining to Tenant's operations on the Premises.

17.2 Tenant shall not cause or permit any Hazardous Substance to be brought, kept, stored or used in or about the Premises, except for normal and customary amounts

used in conjunction with the Intended Use in compliance with all Environmental Laws.; Tenant may use batteries or a temporary generator to provide power for the Antenna Facilities in the event of a bona fide emergency, so long as such power source, and its operation and use, complies with all Environmental Laws.

17.3 If Tenant causes or permits any Hazardous Substance to be brought, kept, stored or used in or about the Premises and such violation results in the contamination of the Premises, Tenant shall indemnify, save harmless and defend Landlord, and its boards, committees, commissions, officers, agents and employees, against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses ("**Claims**"), that may arise, or be alleged to have arisen, out of or in connection with Tenant's acts or omissions in connection with such Hazardous Substance whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Tenant, except to the extent caused by Landlord. Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Premises with Hazardous Substances prior to the effective date of this Lease or from such contamination caused by the acts or omissions of the Landlord during the Term.

17.4 In the event Tenant becomes aware of any Hazardous Substances on the Premises, or any environmental, health or safety condition or matter relating to the Premises, that, in Tenant's sole determination, renders the condition of the Leased Property or Premises unsuitable for the Intended Use, or if Tenant believes that the leasing or continued leasing of the Leased Property would expose Tenant to undue risks of liability to a government agency or third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Lease upon providing Landlord with written notice and an opportunity to cure such condition to the extent that the Leased Property may be used for the Intended Use. Tenant represents, covenants and warrants that Tenant's operations in, on or under the Premises shall be in compliance with all applicable Environmental Laws.

ARTICLE 18 - ASSIGNMENT AND SUBLETTING

Tenant will have the right to assign, sell or transfer its interest under this Lease, in whole or part, with Landlord's consent, to: (a) Tenant's Affiliate, (b) to any wireless telecommunication operator with a net worth of at least Twenty Million Dollars (\$20,000,000) or (c) any entity that acquires all or substantially all of the Tenant's assets in the market as defined by the Federal Communications Commission in which the Property is located. Upon notification to Landlord of such assignment, transfer or sale and execution by the assignee of a written and binding instrument accepting such assignment and all obligations under this Lease, Tenant will be relieved of all future performance, liabilities and obligations under this Lease. Tenant may not otherwise assign or sublease this Lease without Landlord's consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed. "Affiliate" means with respect to a party to this Lease, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

ARTICLE 19 - DEFAULT

19.1 Tenant shall be in default of this Lease if Tenant shall:

- a. fail to pay, when due, any Rent or any other sums due and payable hereunder within 15 days after notice by Landlord to Tenant specifying the amount and details of unpaid Rent or other sums due hereunder; or
- b. breaches any other covenant or condition of this Lease and does not cure such other default within 30 days after notice from Landlord specifying the default complained of (provided that is such default is not reasonably susceptible of cure within said thirty day period and if Tenant is diligently and continuously pursuing such cure to completion then such cure period may be extended by up to sixty additional days);
- c.. if Tenant abandons the Leased Property
- d. if Tenant is adjudicated as bankrupt or makes an assignment for the benefit of creditors or should proceedings be instituted by or against Tenant for bankruptcy, insolvency, receivership, agreement of composition or assignment for the benefit of creditors, which proceedings are not dismissed within one hundred twenty (120) days; or
- e. if Tenant becomes legally insolvent.

19.2 In the event of a default as described above, Landlord shall have the right, at its option, in addition to and not exclusive of any other remedy Landlord may have in law or equity with only such further demand or notice as may be required by applicable law, to re-enter the Leased Property and eject all persons therefrom, and either:

- a. Declare this Lease at an end, in which event Tenant shall immediately remove the Antenna Facilities and pay Landlord a sum of money equal to the total of : (i) the amount of the unpaid Rent accrued through the date of termination; and (ii) the amount by which the unpaid Rent reserved for the balance of the Term exceeds the amount of such loss of Rent that the Tenant proves could be reasonably avoided (net of the costs of such reletting).
- b. Without terminating this Lease, relet the Leased Property, or any part thereof, for the account of Tenant upon such terms and conditions as Landlord may deem advisable, and any monies received from such reletting shall be applied first to the expenses of such reletting and collection, including reasonable attorneys' fees, any real estate commissions paid, and thereafter toward payment of all sums due or to become due Landlord hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Tenant shall pay Landlord any deficiency monthly upon demand.

19.3 No re-entry and taking of possession of the Leased Property by Landlord shall be construed as an election on Landlord's part to terminate this Lease, regardless of the extent of renovations and alterations by Landlord, unless a written notice of such intention is given to Tenant by Landlord. Notwithstanding any reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

19.4 Landlord shall be in default of this Lease if Landlord shall breach any of its covenants contained in this Lease and does not cure such other default within 30 days after notice from Landlord specifying the default complained of (provided that is such

default is not reasonably susceptible of cure within said 30 day period and if Landlord is diligently and continuously pursuing such cure to completion then such cure period may be extended by up to 90 additional days). If Landlord remains in default beyond any applicable cure period, Tenant may exercise all other rights available to it under law and equity.

19.5 In any action or proceeding hereunder, the prevailing party shall be entitled to recover from the other the prevailing party's reasonable costs and expenses in such action or proceeding, including, without limitation, reasonable attorneys' fees. In the event either party is sued by a third party as a result of a violation of a covenant or warranty herein contained by the other party hereto, then the party who has violated the covenant or warranty shall be responsible for the reasonable costs and expenses in such action or proceeding against the non-violating party, including, without limitation, reasonable attorneys' fees.

ARTICLE 20 - FORCE MAJEURE

Except as otherwise expressly set forth herein, in the event either party hereto shall be delayed or hindered in, or prevented from, the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive laws or regulations of Governmental Agencies, riots, insurrection, war or other reasons of a like nature not the fault of the party delayed in doing acts required under the terms, covenants and conditions of this Lease (all of such reasons or causes referred to in this Lease as *Force Majeure*), then performance of such acts shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 21 - EVIDENCE OF LEASE

Concurrent with the execution of this Lease, Landlord and Tenant shall execute an evidence of this Lease for recording, substantially in the form of Exhibit F (*Evidence of Lease*). The cost of recording the Evidence of Lease shall be paid by Tenant. In the event of a significant change to the terms, covenants and conditions of this Lease, as determined by Landlord, Landlord and Tenant shall execute and record a new or amended and restated Evidence of Lease stating such changed terms.

ARTICLE 22 - ESTOPPEL CERTIFICATE

Upon notice from either Landlord or Tenant to the other party, such other party shall, within twenty days of receipt of such notice, execute and deliver to the requesting party, without charge, a written statement:

- a. ratifying this Lease;
- b. certifying that this Lease is in full force and effect, if such is the case, and has not been modified, assigned, supplemented or amended, except by such writings as shall be stated;
- c. certifying that all terms, covenants and conditions under this Lease to be satisfied and performed have been satisfied and performed, except as shall be stated;

- d. certifying that the other party is not in default under this Lease, or stating the defaults claimed; and
- e. reciting the amount of advance rental, if any, paid by Tenant and the date to which rental has been paid.

ARTICLE 23 - SUBORDINATION

23.1 Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any first mortgage or deed or trust or bond now or hereafter placed upon Landlord's interest in the Premises; provided, however, that:

- a. Tenant's possession of the Leased Property shall not be disturbed so long as Tenant continues to perform its duties and obligations under this Lease; and
- b. Tenant's duties and obligations under this Lease shall not be expanded nor its rights diminished by the operation of this Article,

23.2 Tenant shall attorn to the mortgagee, trustee, beneficiary or bond holder under any such mortgage, deed of trust or bond, and to the purchaser in a sale pursuant to the foreclosure thereof; provided, however, that Tenant's possession of the Premises shall not be disturbed so long as Tenant shall continue to perform its obligations under the Lease. If the Premises is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

ARTICLE 24 - SURRENDER OF LEASED PROPERTY

No later than 30 days after the expiration of the Term, Tenant will quit and surrender the Leased Property in as good a state and condition as received, reasonable wear and tear, items that are Landlord's responsibility for repair, and damage by insurable casualty, excepted. Tenant will, at Landlord's request, remove all footings, foundations, concrete or underground utilities installed on the Leased Property by Tenant to a depth not to exceed more than three feet below grade.

ARTICLE 25 - HOLD OVER

In the event Tenant fails to deliver possession of the Leased Property by the last day of the Term, this Lease shall be extended on a year-to-year basis until terminated by either party hereto by thirty days prior written notice. Rent due to Landlord during any such extended time shall be equal to one hundred and fifty percent (150%) of the Rent due during the prior Lease Year.

ARTICLE 26 - RENEWAL TERM(S)

Landlord hereby grants to Tenant the right and option to renew this Lease and extend the Term for the Renewal Term(s) upon the terms, covenants and conditions contained in this Lease. Tenant must exercise its option by giving written notice to that effect to Landlord at least six (6) calendar months before the expiration of the then current Term.

ARTICLE 27 - BROKER'S COMMISSION

Landlord and Tenant each warrant to the other that they have used no brokerage Entity in connection with this Lease and that no brokerage fees or commissions are owed in connection therewith. Each party shall, and does hereby, indemnify, save harmless and agree to defend the other from any liability for any such fees and commissions.

ARTICLE 28 - GENERAL

28.1 Notices. Any notice or other communication required or permitted to be given under this Lease shall be in writing and shall be (a) personally delivered, (b) delivered by a reputable overnight courier, or (c) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Lease, notices shall be deemed received at the earlier (x) of actual receipt, or (y) one business day after deposit with an overnight courier as evidenced by a receipt of deposit or (z) three business days following deposit in the U.S. mail, as evidenced by a return receipt. Notices shall be directed to the parties at their respective addresses set forth in Article 1 of this Lease or at such other address as either party may, from time to time, specify by written notice to the other in the manner described above.

28.2 Time of the Essence. Time is of the essence in the performance of all terms, covenants and conditions of this Lease.

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

28.4 Non-Waiver. The failure of Landlord or Tenant to enforce against the other any term, covenant or condition of this Lease shall not be deemed a waiver thereof, nor void or affect the right of the aggrieved party to enforce the same term, covenant or condition on the occasion of any subsequent breach or default; nor shall the failure of either party to exercise any option in this Lease upon any occasion arising therefor be deemed or construed to be a waiver of the right to exercise that same kind of option upon any subsequent occasion.

28.5 No Joint Venture. It is hereby understood and agreed that nothing contained in this Lease shall be deemed or construed as creating the relationship of principal and agent, partnership or joint venture between the parties hereto, it being agreed that no provision herein contained nor any acts of the parties herein shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

28.6 Consents. Whenever the consent or approval of either party is required herein, such consent or approval shall be in writing and shall not be unreasonably withheld or delayed, and, in all matters contained herein, both parties shall have an implied obligation of reasonableness, except as may be expressly set forth otherwise.

28.7 Warranties Regarding Execution.

a. In order to induce Tenant to enter into this Lease, Landlord hereby warrants and represents to Tenant as follows:

- i. Landlord has the authority and legal right to make, deliver and perform this Lease and has taken all necessary actions to authorize the execution, delivery and performance of this Lease; and
- ii. the execution, delivery and performance of this Lease (i) is not prohibited by any requirement of law under any contractual obligation of Landlord; (ii) will not result in a breach or default under any agreement to which Landlord is a party or to which Landlord is bound; and (iii) will not violate any restrictions, court order or agreement to which Landlord is subject; and
- iii. The party executing this Lease on behalf of Landlord has full authority to bind Landlord to the obligations set forth herein.

b. In order to induce Landlord to enter into this Lease, Tenant hereby warrants and represents to Landlord as follows:

- i. Tenant has the authority and legal right to make, deliver and perform this Lease and has taken all necessary actions to authorize the execution, delivery and performance of this Lease; and
- ii. the execution, delivery and performance of this Lease (i) is not prohibited by any requirement of law under any contractual obligation of Tenant; (ii) will not result in a breach or default under any agreement to which Tenant is a party or to which Tenant is bound; and (iii) will not violate any restrictions, court order or agreement to which Tenant is subject; and
- iii. The party executing this Lease on behalf of Tenant has full authority to bind Tenant to the obligations set forth herein.

28.8 Governing Law. This Lease shall be governed by, construed and enforced in accordance with the internal laws, but not the conflict of laws rules, of the State of Illinois.

28.9 Severability. If any term, covenant or condition of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

28.10 Entire Agreement. This Lease shall constitute the entire agreement of the parties hereto; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force and effect.

28.11 Successors and Assigns. The terms, covenants and conditions of this Lease shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

28.12 Grammatical Usage and Construction. In construing this Lease, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.

28.13 Interpretation. This Lease shall be construed without regard to the identity of the party who drafted the various provisions hereof. Moreover, each and every provision of this Lease shall be construed as though all parties hereto participated equally in the drafting thereof. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable hereto.

28.14 Headings. The table of contents, heading, titles and captions in this Lease have been inserted only for convenience and in no way define, limit, extend or describe the scope or intent of this Lease.

28.15 Exhibits. Exhibits A through G attached hereto are, by this reference, incorporated in and made a part of this Lease. In the event of a conflict between an exhibit and the text of this Lease, the text of this Lease shall control.

28.16 Amendments and Modifications. This Lease may not be modified or amended except by written instrument executed by each of the parties hereto.

28.17 Counterpart Execution. This Lease may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

28.19 Calendar Days and Time. Any reference herein to "day" or "days" shall mean calendar and not business days. If the date for giving of any notice required to be given hereunder or the performance of any obligation hereunder falls on a Saturday, Sunday or Federal holiday, then said notice or obligation may be given or performed on the next business day after such Saturday, Sunday or Federal holiday.

ARTICLE 29 – RENTAL STREAM OFFER

If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Lease ("**Rental Stream Offer**"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the right to receive the Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Lease. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

ARTICLE 30 – CASUALTY

Landlord will provide notice to Tenant of any casualty or other harm affecting the Premises within forty-eight (48) hours of the casualty or other harm. If any part of the Antenna Facilities or Premises is damaged by casualty or other harm as to render the Leased Property unsuitable, in Tenant's sole determination, then Tenant may terminate this Lease by providing written notice and a reasonable opportunity to cure such casualty or harm to Landlord, which termination will be effective as of the date of such casualty or other harm or Landlord's refusal to cure such casualty or harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Premises, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Leased Property and/or the Antenna Facilities, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Premises at no additional Rent until the reconstruction of the Leased Property and/or the Antenna Facilities is completed. If Landlord determines not to rebuild or restore the Premises, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. Landlord agrees that the Rent shall be abated until the Premises and/or the Leased Property are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Premises.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

ATTEST:

LANDLORD: **CITY OF DES PLAINES**

By: _____

Print Name: _____

Print Title: _____

Date: _____

ATTEST/WITNESS:

TENANT: **NEW CINGULAR WIRELESS PCS, LLC**

By: **AT&T MOBILITY CORPORATION**, its
Manager

By: _____

Print Name: _____

Print Title: _____

Date: _____

STATE OF)
) SS.
COUNTY OF)

Before me, the undersigned Notary Public in and for said State and County, on this ____ day of _____, 2016, personally appeared _____ and _____, known to me to be the City Manager and Clerk, respectively, of the **CITY OF DES PLAINES** and known to be the identical persons who signed and severally acknowledged that they signed the foregoing instrument as such officers of the said municipal corporation for and on behalf of said municipal corporation, and that they executed the same as their free and voluntary act and deed and the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my signature and affixed my official seal on the day and year aforesaid.

Notary Public
In and for said State and County

My commission expires: _____

STATE OF)
) SS.
COUNTY OF)

Before me, the undersigned Notary Public in and for said State and County, on this ____ day of _____, 2016, personally appeared _____ and _____, known to me to be the Sr. Real Estate and Construction Manager, IL/WI of **AT&T MOBILITY CORPORATION**, the Manager of **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company, and known to be the identical person who signed and severally acknowledged that he signed the foregoing instrument as such officer of said corporation for and on behalf of said corporation, and that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my signature and affixed my official seal on the day and year aforesaid.

Notary Public
In and for said State and County

My commission expires: _____

EXHIBIT F

RENT SCHEDULE

DATE	Rent Amount
December 6, 2016	\$3,000.00
January 1, 2017	\$3,000.00
February 1, 2017	\$3,000.00
March 1, 2017	\$3,000.00
April 1, 2017	\$3,000.00
May 1, 2017	\$3,000.00

OPTIONAL

Date	Rent Amount
June1, 2017	\$3,000.00
July 1, 2017	\$3,000.00
August 1, 2017	\$3,000.00

EXHIBIT G

EVIDENCE OF LEASE

THIS EVIDENCE OF LEASE, is made as of the ___ day of _____, 2016, by and between **CITY OF DES PLAINES**, an Illinois municipal corporation (**Landlord**), having an address at 1402 E. Howard Street, Des Plaines, IL 60016, and **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company (**Tenant**), having an address at 575 Morosgo Drive, Suite 13-F West Tower, Atlanta, GA 30324.

WITNESSETH THAT:

WHEREAS, Landlord and Tenant entered into that certain lease (**Lease**) between Landlord and Tenant dated _____, 2016, as may be amended from time to time, of certain real estate and related improvements (**Leased Property**) located upon real property owned by Landlord, commonly known as 195 W. Oakton in the City of Des Plaines, State of Illinois, and legally described in Exhibit A to this Evidence of Lease (**Premises**), together with certain rights to use other portions of the Premises, as described more fully in the Lease.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the parties agree as follows:

1. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to all the terms, covenants and conditions contained in the Lease, the Premises for an Initial Term of six months, beginning on _____ and ending on _____.
2. Landlord hereby grants to Tenant, subject to all of the terms, covenants and conditions of the Lease, the right to extend the Lease beyond the Initial Term for four (4) successive periods of five years each.
3. This Evidence of Lease is entered into pursuant to the provisions of the Lease and is subject to all of the terms, covenants and conditions contained therein, all of which are incorporated by reference herein. This Evidence of Lease is not intended to and shall not change any of the terms, covenants and conditions of the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

WITNESS:

LANDLORD: **CITY OF DES PLAINES**

By: _____

Print Name: _____

Print Title: _____

Date: _____

ATTEST/WITNESS:

TENANT: **NEW CINGULAR WIRELESS PCS, LLC**
By: **AT&T MOBILITY CORPORATION, ITS MANAGER**

By: _____

Print Name: _____

Print Title: _____

Date: _____

EXHIBIT G

STATE OF _____)
) SS.
COUNTY OF _____)

Before me, the undersigned Notary Public in and for said State and County, on this ____ day of _____, 2016 personally appeared _____ and _____, known to me to be the City Manager and Clerk, respectively, of the **CITY OF DES PLAINES** and known to be the identical persons who signed and severally acknowledged that they signed the foregoing instrument as such officers of the said municipal corporation for and on behalf of said municipal corporation, and that they executed the same as their free and voluntary act and deed and the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my signature and affixed my official seal on the day and year aforesaid.

Notary Public
In and for said State and County

My commission expires: _____

STATE OF _____)
) SS.
COUNTY OF _____)

Before me, the undersigned Notary Public in and for said State and County, on this ____ day of _____, 2016, personally appeared Andrew T. Flowers and acknowledged under oath that he is the Sr. Real Estate & Construction Manager, IL/WI of **AT&T MOBILITY CORPORATION**, the Manager of **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company, and known to be the identical person who signed and severally acknowledged that he signed the foregoing instrument as such officer of said corporation for and on behalf of said corporation, and that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my signature and affixed my official seal on the day and year aforesaid.

Notary Public
In and for said State and County

My commission expires: _____



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: November 21, 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: FEMA Hazard Mitigation Grant (FEMA-DR-1935-IL) Property Appraisals

Issue: The U.S. Department of Homeland Security’s Federal Emergency Management Agency (FEMA) has announced the release of \$11,447,584 in Hazard Mitigation Grant Program (HMGP) funds to the City for the acquisition and demolition of up to 47 flood-prone homes. FEMA has approved the City’s application to purchase up to 47 homes where the property owners have volunteered to participate in a Hazard Mitigation Grant buyout program (R-167-16). We are now in the process of performing property appraisals in accordance with the grant agreements.

Analysis: Pursuant to the MWRD grant agreement (R-167-16), the City is required to hire two certified appraisers to perform an appraisal on each property. Accordingly, staff requested proposals from three appraisers to perform fair market value appraisals on the 47 homes. Below is a summary of the proposals:

	Elite Appraisal Center, LLC	Accurity Rick Hiton & Associates	Robert E. Headrick & Associates
47 Appraisals (2013 valuation)	\$14,100	\$16,500	\$16,500
	No retainer specified	\$3,000 retainer	\$9,000 retainer

Recommendation: We recommend acceptance of the proposals from Elite Appraisal, 417 West Talcott Road, Park Ridge, IL 60068 for \$14,100 and Accurity Rick Hiton & Associates, 770 Lake Cook Road, Suite 140, Deerfield, IL 60015 for \$16,500. Source of funding would be Grant Funded Projects Fund with reimbursement through the FEMA Hazard Mitigation Grant 1935 and MWRDGC.

Attachment:
Resolution R-187-16

CITY OF DES PLAINES

RESOLUTION R - 187 - 16

A RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENTS WITH APPRAISERS FOR PHASE III FEMA BUY OUTS.

WHEREAS, the Federal Emergency Management Agency ("**FEMA**") provides Hazard Mitigation Assistance ("**HMA**") grant funding through the Illinois Emergency Management Agency ("**IEMA**"); and

WHEREAS, IEMA has awarded a HMA grant to the City ("**Grant**") for the acquisition and demolition of structures located within the flood plain that have been repeatedly damaged by flooding ("**Project**") as outlined under the Grant Agreement between the City and IEMA ("**Grant Agreement**") and confirmed by City Resolution R-74-14; and

WHEREAS, on October 17, 2016, the Mayor and the City Council approved Resolution R-167-16 which authorized the City to enter into an Amendment to the Grant Agreement ("**Amendment**") to significantly expand the Project and an Intergovernmental Agreement with the Metropolitan Water Reclamation District of Greater Chicago ("**MWRD**") to allow the MWRD to reimburse the City for the designated local share of the expanded Project ("**MWRD IGA**"); and

WHEREAS, the MWRD IGA requires the City to retain two certified real estate appraisers to perform appraisals on each parcel to be acquired as part of the Project; and

WHEREAS, the City Council has determined that conducting appraisals of residential properties subject to acquisition as part of the Project requires a high degree of professional skill in which the ability or fitness of the individual plays an important part and therefore is not well suited to competitive bidding; and

WHEREAS, Engineering staff requested proposals from three appraisers to perform fair market value appraisals on 47 homes included in the latest phase of the Project ("**Phase III**") and determined that the proposals submitted by Elite Appraisal of Park Ridge ("**Elite**") and Accurity Rick Hiton & Associates of Deerfield ("**Accurity**") were most favorable to the City; and

WHEREAS, Elite provided a proposal to conduct the Phase III appraisals for a not to exceed amount of \$14,100 and Accurity provided a proposal in a not to exceed amount of \$16,500; and

WHEREAS, the City will be reimbursed for these costs from FEMA Hazard Mitigation Grant 1935; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into professional service agreements with Elite and Accurity for appraisal services necessary to complete the project;

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 AGREEMENTS. The City Council hereby approves professional service agreements with Elite and Accurity in forms to be approved by the City Manager and the General Counsel in the respective amounts of \$14,100 and \$16,500 (“*Agreements*”).

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

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



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

TITLE: OCCASIONAL RESIDENTIAL SALES	
<hr/> MICHAEL MCMAHON DIRECTOR OF COMMUNITY & ECONOMIC DEVELOPMENT	NUMBER: PPO-2016-01 EFFECTIVE: 1/1/2017 CREATED: 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 ____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
____ day of _____, 2016.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Ord Amending Title 4 Chapter 3 Occasional Residential Sales



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.

A handwritten signature in black ink, appearing to read 'Matthew J. Bogusz', is written over a light blue rectangular background.

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	
					New
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

26th 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	
				Initial Fee	Annual Fee
4-4-5A	License Fees and Number				
	Class	Number	Term	Initial Fee	Annual Fee
	Class B1	17 18	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

3630⁰⁰

\$ 55⁰⁰ 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

11th 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 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.



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

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 Section 12-11-6.B, Case #16-071-TA

Issue: These City initiated Text Amendments are proposed to amend the sign regulations for electronic message boards (Section 12-11-6), 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:

The utilization of electronic message boards in commercial, industrial and institutional uses throughout the City continues to grow in popularity. Virtually every permit application that is submitted for an electronic message board exceeds the current 30 percent, or 32 square foot maximum for this type of sign, thus requiring a lengthy public hearing process for approval.

An Amendment is requested to the City of Des Plaines Zoning Ordinance to: 1) change the text to allow an increase the percentage area of electronic message boards from 30 percent to 50 percent; 2) remove the maximum square foot language; and 3) exempt LED illumination of the numerical pricing component of gasoline station signs.

The text change is as follows:

12-11-6.B.: Commercial, Manufacturing And Institutional Districts (Signs by type):

Electronic message boards	Electronic message boards shall not exceed <u>5030</u> percent of the total sign area, <u>or 32 square feet, whichever is less.</u>
	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"> 1. Institutional district is exempt from this standard. 2. <u>LED illumination of the numerical pricing component of gasoline station signs are exempt from this standard.</u>
	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 electronic message board signs and does not conflict with the City’s comprehensive plan, the official policy guide to future land use.

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



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	<p>Electronic message boards shall not exceed 5030 percent of the total sign area, or 32 square feet, whichever is less.</p> <p>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.</p> <p>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.</p>
---------------------------	--

<ol style="list-style-type: none">1. Institutional district is exempt from this standard.2. LED illumination of the numerical pricing component of gasoline station signs are exempt from this standard.
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 50 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"> 1. Institutional district is exempt from this standard. <u>2. LED illumination of the numerical pricing component of gasoline station signs are exempt from this location standard.</u>
	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 _____

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.**]

MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF DES PLAINES, ILLINOIS HELD IN THE ELEANOR ROHRBACH MEMORIAL COUNCIL CHAMBERS, DES PLAINES CIVIC CENTER, WEDNESDAY, OCTOBER 26, 2016

CALL TO ORDER:

The Special Meeting of the City Council of the City of Des Plaines, Illinois, was called to order by Mayor Bogusz at 6:09 p.m. in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Wednesday, October 26, 2016.

ROLL CALL:

Roll call indicated the following Aldermen present: Haugeberg, Robinson, Rodd, Sayad, Brookman, Chester, Smith and Charewicz. A quorum was present.

Also present were: Mayor Bogusz, City Manager Bartholomew, Assistant City Manager/Director of Finance Wisniewski, Director of Public Works and Engineering Oakley, Assistant Director of Public Works and Engineering Duddles and Assistant Director of Public Works and Engineering Watkins.

MAYOR BOGUSZ DECLARED THAT THE CITY COUNCIL WAS NOW RESOLVED INTO A COMMITTEE OF THE WHOLE

FINANCE COMMITTEE – Alderman Smith, Chair

2017 BUDGET:

GENERAL FUND - OVERHEAD: Des Plaines History Center – Discussion was held.

Moved by Robinson, seconded by Haugeberg, to approve an additional \$10,000.00 to the Request for Subsidy for the Historical Society on Page 322. Motion declared carried. Alderman Brookman voted Nay.

TIF #1:

Civic Center Parking Garage – Discussion was held. Director of Public Works and Engineering Oakley, Assistant Director of Public Works and Engineering Duddles and City Manager Bartholomew answered questions from the Aldermen.

Moved by Brookman, seconded by Chester, to not approve the Request for the Civic Center Parking Garage Design on Page 348 in the amount of \$800,000.00. Upon roll call, the vote was:

AYES: 7-Haugeberg, Robinson, Rodd, Sayad,
Brookman, Chester, Smith

NAYS: 1-Charewicz

ABSENT: 0-None

Motion declared carried.

CAPITAL PROJECTS:

S-Curve Design Cost – Tab 19

Discussion was held. Mr. George Schober of V3 answered questions from the

CAPITAL PROJECTS:
(Cont'd)

Aldermen.

Residents Wharton Sinkler and Wayne Serbin addressed the Committee of the Whole commenting on the project.

Motion by Rodd, seconded by Charewicz, to approve the Request for the S-Curve Design Cost in the amount of \$250,000.00.

Moved by Brookman, seconded by Chester, to adopt a substitute motion to remove the Request for the S-Curve Design Cost in the amount of \$250,000.00. Upon roll call, the vote was:

AYES: 4-Haugeberg, Sayad,
Brookman, Chester

NAYS: 4-Robinson, Rodd, Smith, Charewicz

ABSENT: 0-None

Motion declared failed.

Street Resurfacing Funding – Tab 21

Assistant Director of Public Works and Engineering Duddles and City Manager Bartholomew answered questions from the Aldermen.

Moved by Chester, seconded by Smith, to approve the funding for Street Resurfacing in the amount of \$1 Million (\$500,000.00 - General Fund and \$500,000.00 - Gaming Fund).

Moved by Brookman, seconded by Smith, to adopt a substitute motion to approve Street Resurfacing securing funds in the amount of \$750,000.00 (\$500,000.00 - General Fund and \$250,000.00 - Capital Projects Fund). Motion declared carried.

EQUIPMENT REPLACEMENT:

Power Cots for Ambulances - Tab 22

Discussion was held. Fire Chief Wax answered questions from the Aldermen.

Moved by Brookman, seconded by Haugeberg, to approve the request for Power Cots for Ambulances and an additional amount of \$36,276.00. Upon roll call, the vote was:

AYES: 5-Haugeberg, Robinson,
Brookman, Chester, Smith

NAYS: 3-Rodd, Sayad, Charewicz

ABSENT: 0-None

Motion declared carried.



WATER/SEWER:

Response to Discussion Questions - Tab 24

WATER/SEWER:
(Cont'd)

Discussion was held. City Manager Bartholomew, Assistant City Manager/Director of Finance Wisniewski answered questions from the Aldermen.

Moved by Sayad, seconded by Chester, to approve a freeze of any increase in the Chicago water rates for 2017. It was the consensus of the Aldermen to direct Staff to prepare an ordinance.

Health & Human Services:

Resident Wayne Serbin addressed the Committee of the Whole commenting on the funding for social services.

Community Social Worker Stricker answered questions from the Aldermen.

Moved by Smith, seconded by Sayad, to increase funding for Social Service Agencies from \$90,000.00 to \$150,000.00. Upon roll call, the vote was:

- AYES: 5-Rodd, Sayad,
Chester, Smith, Charewicz
 - NAYS: 3-Haugeberg, Robinson, Brookman
 - ABSENT: 0-None
- Motion declared carried.

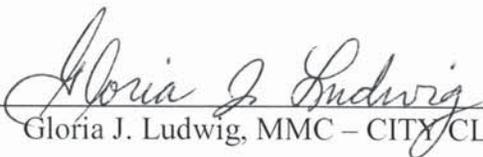
Moved by Chester, seconded by Sayad to increase the Emergency Assistance Fund by \$10,000.00. Motion declared carried.

Health Insurance:

Resident Gil Ostenson addressed the Committee of the Whole commenting on the Cadillac tax on health insurance. City Manager Bartholomew answered Mr. Ostenson's questions.

ADJOURNMENT:

There being no further business, the meeting adjourned at 8:25 p.m.



 Gloria J. Ludwig, MMC – CITY CLERK

APPROVED BY ME THIS _____

DAY OF _____, 2016

 Matthew J. Bogusz, MAYOR



FINANCE DEPARTMENT

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

MEMORANDUM

Date: November 21, 2016
To: Michael G. Bartholomew, City Manager
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance
Subject: Resolution R-184-16, December 5, 2016 Warrant Register

DW

Recommendation: I recommend that the City Council approve the December 5, 2016 Warrant Register Resolution R-184-16.

Warrant Register.....\$7,635,821.09

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 1st & 2nd installments of property tax revenue.

CITY OF DES PLAINES

RESOLUTION

R-184-16

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.

December 5, 2016

City of Des Plaines

Warrant Register 12/05/2016

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount
1	Fund: 100 - General Fund					
2	00	4160	Real Estate Transfer Tax	5838 Gianopoulos, Debra L	Refund 11/14/16	Real Estate Transfer Tax Refund 11/14/2016 324.00
3	00	4300	Vehicle Licenses	1801 Petty Cash	Finance 12/05/16	Replenish Finance Petty Cash 04/26-09/23/2016 60.00
4	00	4400	Building Permits	4803 Roto Rooter Services Company	2016-09000185	Sewer Permit Refund Issued 09/19/2016 300.00
5	00	4400	Building Permits	4951 Village Sewer & Plumbing	2016-09000176	Sewer Permit Refund Issued 09/16/2016 300.00
6	Total 00 - Non Departmental					984.00

7	Elected Office					
8	10	5310	Membership Dues	1453 International Institute of Municipal Clerks	2017 Dues	2017 Membership Dues - Clerk & Deputy Clerk 300.00
9	10	5310	Membership Dues	1503 Rotary Club of Des Plaines	LUDWIG4Q2016	4th Qtr 2016 Dues - City Clerk 240.00
10	10	5325	Training	1801 Petty Cash	Finance 12/05/16	Replenish Finance Petty Cash 04/26-09/23/2016 25.00
11	10	6000	Professional Services	1016 Alfred G Ronan LTD	Nov 2016	Lobbyist Services, November 2016 R-184-15 5,000.00
12	10	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 111016	Water Supply 11/03/2016 18.56
13	10	7310	Publications	1801 Petty Cash	Finance 12/05/16	Replenish Finance Petty Cash 04/26-09/23/2016 12.00
14	10	7320	Equipment < \$5,000	1801 Petty Cash	Finance 12/05/16	Replenish Finance Petty Cash 04/26-09/23/2016 19.99
15	10	7500	Postage & Parcel	1801 Petty Cash	Finance 12/05/16	Replenish Finance Petty Cash 04/26-09/23/2016 20.85
16	Total 10 - Elected Office					5,636.40

17	City Administration					
18	20	5335	Travel Expenses	1801 Petty Cash	Finance 12/05/16	Replenish Finance Petty Cash 04/26-09/23/2016 18.00
19	20	6000	Professional Services	3447 Holland & Knight LLP	5425147	10-16 Non-Retainer Admin Hearings 78.00
20	20	6005	Legal Fees	3447 Holland & Knight LLP	5425148	10-16 Reimb Building Demo 1,251.00
21	20	6005	Legal Fees	3447 Holland & Knight LLP	OCT 2016 RET	October 2016 Retainer 18,500.00
22	20	6005	Legal Fees	3447 Holland & Knight LLP	5425159	10-16 Non-Retainer Matters 2,600.00
23	20	6005	Legal Fees	3447 Holland & Knight LLP	5425158	10-16 Non-Retainer IEMA & FEMA Review FEMA 1935 2,080.00
24	20	6005	Legal Fees	3447 Holland & Knight LLP	5425155	10-16 Non-Retainer IEMA & FEMA Review FEMA 4116 5,854.00
25	20	6005	Legal Fees	3447 Holland & Knight LLP	5425138	10-16 Non-Retainer Litigation* 1,358.50
26	20	6009	Legal Fees - Admin Hearings/Prosecutions	1073 Bartel, Raymond	16-21	Legal Services 11/03-11/15/2016 1,255.00
27	20	6010	Legal Fees - Labor & Employment	1127 Clark Baird Smith LLP	7889	Legal Services October 2016 8,320.00
28	20	6110	Printing Services	4889 Konica Minolta Business Solutions USA Inc	9002889394	Copy Charge For City Copiers 10/03-11/02/2016 3,432.10
29	20	6120	Recording Fees	1139 Cook County of Illinois	29010312016	Recording Fees 10/21 & 10/25/16- License Agreement & Ordinance 158.00
30	20	6300	R&M Software	1322 Insight Public Sector	1100502260	NetMotion Support Renewal 09/27/2016-09/27/2017 5,364.96

* On-going City litigation items provided separately to the City Council

City of Des Plaines

Warrant Register 12/05/2016

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
31	20	6300	R&M Software	1026 CDW LLC	GBB6611	Microsoft Enterprise Agreement Renewal Oct 2016-Sept 2017 R-183-15	60,291.39
32	20	6305	R&M Equipment	2933 SMS Systems Maintenance Services Inc	90052905	Server Maintenance Contract 11/01-11/31/2016	214.00
33	20	6530	Subsidy - Community Outreach	1801 Petty Cash	Finance 12/05/16	Replenish Finance Petty Cash 04/26-09/23/2016	75.00
34	20	6535	Subsidy - Youth Commission	1076 Sam's Club Direct	000000 GLQJUW	Paper Products, Water & Juice for Youth Seminar 11/12/2016	131.72
35	20	6535	Subsidy - Youth Commission	6481 Abbinante, Stella	11/12/2016	Youth Commission Motivational Speaker for Seminar 11/12/2016	800.00
36	20	6550	Subsidy - Senior Citizen Cab Service	2200 Rosemont Elite Taxi Dispatch	4369	Subsidized Taxi Voucher Program Sept 2016 M-12-11	6.00
37	20	6550	Subsidy - Senior Citizen Cab Service	1421 American Charge Service	99299	Subsidized Taxi Voucher Program Sept-Oct 2016 M-12-11	306.00
38	20	7000	Office Supplies	1220 Runco Office Supply	666728-0	Box of Copy Paper and Paper Easel	80.98
39	20	7000	Office Supplies	1220 Runco Office Supply	666305-0	2 Boxes of Copy Paper	65.98
40	20	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 111016	Water Supply 11/03/2016	43.50
41	20	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 111016	Water Supply 11/03/2016	48.53
42	20	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 111016	Water Supply 11/03/2016	44.53
43	20	7320	Equipment < \$5,000	5576 1060 Technology Inc	5836	4 Wireless Dishes From Levee 50 to PW	532.00
44	Total 20 - City Administration						112,909.19

Finance							
45							
46	30	7000	Office Supplies	1644 Warehouse Direct Inc	3263942-0	2 Cartons of Copy Paper	66.10
47	30	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 111016	Water Supply 11/03/2016	108.47
48	Total 30 - Finance						174.57

Community Development							
49							
50	40	5310	Membership Dues	1454 Northwest BOCA	2017 Dues	2017 NWBOCA Membership Dues 7 Inspectors	125.00
51	40	5325	Training	5136 SIUE ERTC	1624	Backflow Prevention Training for Plumbing Inspector 11/2/2016	115.00
52	40	6000	Professional Services	2980 Chicago Metropolitan Agency for Planning	68193	Local Tech Assistance-Match Amount for 2017 Comp Plan R-152-16	24,000.00
53	40	6000	Professional Services	3309 Elevator Inspection Services Inc	63829	20 Elevator Inspections & 3 Re-Inspections 11/2-11/3/2016	580.00
54	40	6000	Professional Services	3309 Elevator Inspection Services Inc	63619	1 Elevator Inspection 10/25/2016	75.00
55	40	6000	Professional Services	3309 Elevator Inspection Services Inc	63618	1 Elevator Inspection 10/25/2016	75.00
56	40	6000	Professional Services	3309 Elevator Inspection Services Inc	63563	38 Elevator Inspections 10/14-10/18 and 1 Re-Inspection 10/13/16	1,102.00
57	40	6000	Professional Services	3309 Elevator Inspection Services Inc	63653	5 Elevator Inspections 10/25/16 & 4 Re-Inspections 10/19-10/25/16	145.00
58	40	6000	Professional Services	3309 Elevator Inspection Services Inc	63721	1 Elevator Inspection 11/02/2016	75.00

City of Des Plaines

Warrant Register 12/05/2016

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
59	40	6005	Legal Fees	3447 Holland & Knight LLP	5425142	10-16 Non-Retainer Property Enforcement Matters	624.00
60	40	6005	Legal Fees	3447 Holland & Knight LLP	5425144	10-16 Non-Retainer Property Enforcement Matters	208.00
61	40	6100	Publication of Notices	1050 Journal & Topics	171534	Planning and Zoning Board Legal Notice 11/4/2016	268.77
62	40	6100	Publication of Notices	1050 Journal & Topics	171535	Legal Notice for 2015 CAPER CDBG	180.45
63	40	6105	Records Preservation	1370 Microsystems Inc	1000075598	Scanning Permits and Plans 1941-1995 Letters M-N 10/29/2016	2,423.83
64	40	6105	Records Preservation	1370 Microsystems Inc	1000075597	Scan Years 1941-1995 Plans/Permits Str Name Beginning I-L 10/29/16	3,029.47
65	40	6195	Miscellaneous Contractual Services	3013 Clauss Brothers Inc	24968	Sept 2016 Nuisance Abatement & Grass Cutting Services R-28-16	4,123.30
66	40	6195	Miscellaneous Contractual Services	4070 Cerabona, Gale M	62	Planning and Zoning Board Meeting Minutes 11/8/2016	75.00
67	40	6601	Subsidy - Business Assistance	6407 El Bistro Latino LLC	BAP 11/15/2016	Business Assistance Program Awning Grant 11/15/2016	262.50
68	40	6601	Subsidy - Business Assistance	6434 Wolf Road Hot Dogs Inc	BAP 11/14/2016	Business Assistance Program Interior Buildout 10/05/2016	3,550.00
69	40	7000	Office Supplies	1066 Office Depot	878303293001	Building Department Plan Review Stamp	26.99
70	40	7000	Office Supplies	1066 Office Depot	879456842001	Case of Paper, Elevator Certs, 3 Packs of Pens	56.96
71	40	7000	Office Supplies	1066 Office Depot	878303181001	2 Cases of Copy Paper and 6-Pack of Notepads	43.14
72	40	7000	Office Supplies	1066 Office Depot	878303181001	2 Cases of Copy Paper and 6-Pack of Notepads	39.50
73	40	7000	Office Supplies	1066 Office Depot	878303292001	8-Pack of Notepads	17.19
74	40	7000	Office Supplies	1066 Office Depot	879456842001	Case of Paper, Elevator Certs, 3 Packs of Pens	13.49
75	40	7020	Supplies - Safety	4093 HDS White Cap Construction Supply	10006079713	16 Hardhats for Use on Job Sites	191.84
76	40	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 111016	Water Supply 11/03/2016	59.51
77	40	7200	Other Supplies	3667 Paper Direct	6846255	67 Packages of Gold Trim Certificate Paper for Licenses	1,709.77
78	40	7200	Other Supplies	2016 Signarama	37920	Name Plate for Senior Planner 11/14/2016	24.00
79	40	8010	Furniture & Fixtures	1066 Office Depot	878386328001	Magazine Stand for Permit Applications at the Front Counter	220.49
80	Total 40 - Community Development						43,440.20
81	Public Works & Engineering						
82	50	5325	Training	1252 NIPSTA	15692	2 Crew Members Snow Plow Driver Training -09/22/2016	220.00
83	50	6000	Professional Services	1123 Christopher B Burke Engineering LTD	132809	Update Street Lighting Spec and Details 09/25-10/29/2016	2,500.00

City of Des Plaines

Warrant Register 12/05/2016

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
84	50	6040	Waste Hauling & Debris Removal	1021 Arc Disposal-Republic Svc #551	0551-013028280	Residential Refuse Collection Oct 2016 - R-35-14	253,575.00
85	50	6040	Waste Hauling & Debris Removal	6047 Vintage Tech LLC	16726	Electronics Recycling 10/25/2016	1,176.00
86	50	6115	Licensing/Titles	1710 Cumberland Servicenter Inc	41847	Safety Lane Passes - 11/10/2016	1,370.00
87	50	6135	Rentals - Uniforms	1029 Cintas #22	022388741	Mechanics Uniform Rental - 11/07/2016	102.91
88	50	6135	Rentals - Uniforms	1029 Cintas #22	022385651	Mechanics Uniform Rental - 10/31/2016	117.25
89	50	6170	Tree Maintenance	1176 Trees "R" Us Inc	19983	9 Trees Removed and Restoration - 10/24 - 10/28/2016 R-3-16	9,242.00
90	50	6170	Tree Maintenance	1176 Trees "R" Us Inc	19972	484 Parkway Trees Trimmed - 10/24-11/10/2016 R-3-16	22,486.75
91	50	6195	Miscellaneous Contractual Services	1139 Cook County of Illinois	#2016-006	SWAP Service - 3/28,4/20,5/24,6/21,7/20,8/23,9/22 & 10/13/2016	1,000.00
92	50	6195	Miscellaneous Contractual Services	1559 Continental Weather Svc	15572	Weather Service - November 2016	150.00
93	50	6195	Miscellaneous Contractual Services	2292 Built Best Fence Co Inc	31515	Repair Guardrail on Polynesian Drive - 10/30/2016	1,800.00
94	50	6195	Miscellaneous Contractual Services	1029 Cintas #22	022387239	Mat Service - Metra Station/City Hall - 11/02/2016	326.66
95	50	6195	Miscellaneous Contractual Services	1029 Cintas #22	022390301	Mat Rental - City Hall - 11/09/2016	211.23
96	50	6195	Miscellaneous Contractual Services	1178 Trugreen Limited Partnership	56639388	Early Fall Fertilizer - Zone 5 - 10/27/2016	665.74
97	50	6195	Miscellaneous Contractual Services	1178 Trugreen Limited Partnership	56655595	Early Fall Fertilizer - Zone 2 - 10/27/2016	609.49
98	50	6195	Miscellaneous Contractual Services	1178 Trugreen Limited Partnership	56929505	Winter Lawn Application in Zone 4 - 11/01/2016	680.61
99	50	6195	Miscellaneous Contractual Services	1178 Trugreen Limited Partnership	57288724	Growth Regulator Application - 11/08/2016	1,186.00
100	50	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	36797	Landscape Maintenance - October 2016 R-32-16	20,579.00
101	50	6195	Miscellaneous Contractual Services	6105 Emcor Services Team Mechanical Inc	1623235-01	Installed Fire System Sprinkler-PW Improvement-10/15-10/31/2016	4,000.00
102	50	6310	R&M Vehicles	1071 Pomp's Tire Service Inc	280059766	Service Call for Flat Tire - PW 5005 - 09/15/2016	395.00
103	50	6310	R&M Vehicles	1116 Certified Fleet Services Inc	111356	Annual Inspection of Lift & Dielectric Test 11/04/2016 - PW 5045	550.00
104	50	6310	R&M Vehicles	1116 Certified Fleet Services Inc	111357	Annual Inspection of Aerial Lift 11/04/2016 - PW 5051	450.00
105	50	6310	R&M Vehicles	3157 Nemeth Glass of Illinois Inc	127425	Rear Window Replacement on 11/09/2016 - PW 5060	299.52
106	50	6310	R&M Vehicles	6065 Don's Welding & Fabricating Inc	27608	Welded Vactor to Repair Debris Tank - 11/03/2016 - PW 8020	5,175.00
107	50	6315	City Hall	5214 State Industrial Products	98024441	Drain Maintenance Program 11/11/2016 - City Hall	100.00
108	50	6315	City Hall	2350 Anderson Elevator Co	196231	Monthly Elevator Service - November 2016	472.04

City of Des Plaines

Warrant Register 12/05/2016

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
109	50	6315	City Hall	1025 Bedco Inc	093746	Repair A/C - City Hall Media Room - 11/01/2016	835.37
110	50	6315	City Hall	1025 Bedco Inc	093747	Service Contract HVAC - December 2016	772.50
111	50	6315	Public Works	6375 Bart Tuckpointing Inc	173	Mezzanine Masonry Repairs-PW Improvements-11/07-11/09/2016	7,800.00
112	50	6315	Police	5698 Doors Done Right Inc	8197 8371	Adjust Closer for Proper Door Closer - Police - 11/02/2016	115.00
113	50	6315	Police	2350 Anderson Elevator Co	196231	Monthly Elevator Service - November 2016	239.98
114	50	6315	Fire Station #61	1277 Overhead Door Solutions Inc	10953	Service Call - Engine Door #16 - Fire Station 61 - 11/03/2016	620.00
115	50	6315	Fire Station #63	1525 Hastings Air-Energy Control Inc	163983	Service Call - Fire Station 63	356.43
116	50	6315	Fire Station #63	3326 A-1 Roofing Co	24254	Roof Repair - Fire Station 63 - 10/25/2016	579.00
117	50	6315	Other	1025 Bedco Inc	093747	Service Contract HVAC - December 2016	257.50
118	50	6315	Other	1025 Bedco Inc	093731	Ran Four New Supply Ducts - PW Improvements- 10/26/2016	240.00
119	50	6325	R&M Street Lights	1044 H&H Electric Co	27000	Streetlight Repairs - 10/19/2016	840.00
120	50	6325	R&M Street Lights	1044 H&H Electric Co	27028	Streetlight Repairs - 09/29/2016	2,010.00
121	50	7000	Office Supplies	1066 Office Depot	879500844001	1 Case of Paper, 2 Dozen Pens, 2 Packs of Correction Tape - PW	53.50
122	50	7020	Supplies - Safety	1703 Proasafety Inc	2/830340	4 Boxes of Latex Gloves	25.00
123	50	7020	Supplies - Safety	1703 Proasafety Inc	2/830490	30 Safety Vests	292.50
124	50	7025	Supplies - Custodial	1029 Cintas #22	022387240	Soap, Air Cleaner, Paper Towels, Toilet Paper - PW	227.94
125	50	7025	Supplies - Custodial	1029 Cintas #22	022390303	Soap, Toilet Paper & Hand Towels	96.69
126	50	7040	Supplies - Vehicle R&M	5823 Interstate Power Systems Inc	C042011774:01	Filters, Trans Fluid & Starter - Fire 7802 & Stock	1,096.94
127	50	7040	Supplies - Vehicle R&M	5731 Advance Auto Parts	6027630928437	8 Air Filters - Fire 7801	235.04
128	50	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1047670	Returned Alternator - Fire 7410	(30.00)
129	50	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1047170	Fuel Filter - PW 5041	32.01
130	50	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1045903	Brake Calipers - Fire 7410	269.98
131	50	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1045895	Brake Rotors & Pads - Fire 7410	312.24
132	50	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1046035	Coolant & Hose - Fire 7410	25.88
133	50	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1046153	Alternator - Fire 7410	170.99
134	50	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1046155	Hose - Fire 7405	13.19
135	50	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1046358	Returned Brake Caliper Cones - Fire 7410	(110.00)

City of Des Plaines

Warrant Register 12/05/2016

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
136	50	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1046363	Brake Fluid - Fire 7410	13.78
137	50	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1045741	2 Wheel Nuts - Fire 7409	7.24
138	50	7040	Supplies - Vehicle R&M	2329 Federal Signal Corp Emergency Products	6434124	Light Bar - Fire 7602	2,151.36
139	50	7040	Supplies - Vehicle R&M	4328 Batteries Plus Bulbs	490-103346-01	Battery Tenders for Fire Rigs - Stock	138.76
140	50	7040	Supplies - Vehicle R&M	4328 Batteries Plus Bulbs	490-103345-01	4 Batteries - Fire 7801	375.20
141	50	7040	Supplies - Vehicle R&M	1526 Global Emergency Products Inc	AG53008	Ball Joints - Fire 7801	1,227.81
142	50	7040	Supplies - Vehicle R&M	1564 EJ Equipment Inc	P03721	Curtain Clamps, Locknuts & Retaining Bolts - PW 5056	178.11
143	50	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	407610P	Seat Belt Buckle Assembly - Police 6064	116.90
144	50	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	CM402794P	Returned A/C Line Assembly - Fire - Stock	(116.05)
145	50	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	798749	Coolant Temp Sender, T-Stat & Gasket & Housing, Hose - Fire 7410	106.49
146	50	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	800026	Hub Assemblies, Brake Pads & Grease Seals - Fire 7701	398.90
147	50	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	800066	Diesel Exhaust Emission Control Fluid-PW 5089,5090,5091,5092	37.92
148	50	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	800146	Transmission Oil Cooler, Hose - PW 5046	348.89
149	50	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	797757	Water Pump - Fire 7405	123.49
150	50	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	798277	Trailer Tow Mirror - PW 5078	192.86
151	50	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	793618	Transmission Lines, Radiator, Trans Filter Housing - PW 5046	1,099.20
152	50	7040	Supplies - Vehicle R&M	1677 Wholesale Direct Inc	000224004	Battery Charger - Fire 7801	683.87
153	50	7040	Supplies - Vehicle R&M	1154 West Side Tractor Sales	W49972	Hydraulic Gard Oil - PW Stock	325.28
154	50	7040	Supplies - Vehicle R&M	1526 Global Emergency Products Inc	AG53007	2 Shock Absorbers - Fire 7801	528.09
155	50	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280063434	18 Tires - Police Stock	2,303.42
156	50	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	1263140086	Brake Shoes, Chamber & Drums - PW 5079	512.32
157	50	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	5260887	Fuse Holders, Pins, O-Rings, Hydraulic Fittings & More - Stock	232.98
158	50	7045	City Hall	5455 Ace Park Ridge	156858	30 Fasteners, Roll of Frog Tape - City Hall	19.54
159	50	7045	City Hall	1047 Home Depot Credit Svcs	3061622	2 Toe Kick Boards - City Hall Kitchen	49.36
160	50	7045	City Hall	1018 Anderson Lock Company LTD	0925525	Drawer Lock - Chamber's - City Hall	24.07
161	50	7045	City Hall	1550 Addison Building Material Co	842595	4 Connectors, Elbow - City Hall	23.70

City of Des Plaines

Warrant Register 12/05/2016

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
162	50	7045	City Hall	1527 Sherwin Williams	0521-5	(5) 5 Gallons of Paint - City Hall Lunchroom	162.95
163	50	7045	City Hall	1208 Steiner Electric Company	S005522892.002	Data Port Cover - Stock City Hall	132.96
164	50	7045	Public Works	1540 Reinke Interior Supply Company Inc	60035130	69 Caps for Ceiling - PW	180.78
165	50	7045	Public Works	1550 Addison Building Material Co	840844	6 Rolls of Ceiling Wire - PW	21.55
166	50	7045	Public Works	1550 Addison Building Material Co	841650	10 Metal Studs, 10 Metal Ceiling Tracks, 2 Levels - PW	72.48
167	50	7045	Public Works	1047 Home Depot Credit Svcs	7062182	Shelving, Outlet & Switches - PW Improvements	187.12
168	50	7045	Public Works	1047 Home Depot Credit Svcs	6024120	4 Containers Joint Compound & 3 Outlets - PW Imp	67.26
169	50	7045	Public Works	1047 Home Depot Credit Svcs	4024392	Screws & 12 Dowels - PW Improvements	21.74
170	50	7045	Public Works	1047 Home Depot Credit Svcs	4024472	Ceiling Grids - PW Improvements	597.40
171	50	7045	Public Works	1047 Home Depot Credit Svcs	5024350	Shelf Brackets, Closet Rods, Light Bulbs & Blinds - PW Imp	333.66
172	50	7045	Public Works	5698 Doors Done Right Inc	8196 8372	3 Door Frames, 3 Doors, Hinges, Push and Pull Bar Set, Lock - PW	2,280.00
173	50	7045	Public Works	5805 Banner Plumbing Supply Co Inc	2222040	48 Feet of Insulation - PW	205.78
174	50	7045	Public Works	5805 Banner Plumbing Supply Co Inc	2218710	1 Roll Insulation Tape - PW	24.27
175	50	7045	Public Works	5805 Banner Plumbing Supply Co Inc	2218711	99 Pieces of Fiberglass Pipe Insulation - PW	293.52
176	50	7045	Fire Station #61	1057 Menard Incorporated	84948	Metal Cutting Wheel, Conduit & Connector - Fire Station 61	75.52
177	50	7045	Fire Station #61	1057 Menard Incorporated	85577	Batteries, 2 Low Voltage Mount Brackets - Fire Station 61	13.07
178	50	7045	Fire Station #61	1043 WW Grainger Inc	9262995609	Wall Cap - Fire Station 61	87.04
179	50	7045	Fire Station #61	1047 Home Depot Credit Svcs	0012739	Plumbing Supplies - Fire Station 61	62.58
180	50	7045	Fire Station #61	1047 Home Depot Credit Svcs	0592665	Copper Plumbing Supplies - Fire Station 61	33.63
181	50	7055	Supplies - Street R&M	1086 Arrow Road Construction	61711MB	12.69 Tons Asphalt - Water Jobs - 11/11/2016	325.87
182	50	7055	Supplies - Street R&M	1086 Arrow Road Construction	61487MB	2.19 Tons Asphalt - Potholes 10/28/2016	168.78
183	50	7055	Supplies - Street R&M	1086 Arrow Road Construction	61552MB	4.34 Tons Asphalt - Potholes & Water Job - 11/01/2016	111.45
184	50	7055	Supplies - Street R&M	1086 Arrow Road Construction	61621MB	6.9 Tons of Asphalt - Patching Jobs 11/04/2016	177.19
185	50	7055	Supplies - Street R&M	1086 Arrow Road Construction	61683MB	2.38 Tons Asphalt - Stock	183.42
186	50	7055	Street Sign Supplies	1732 Traffic Control & Protection Inc	88187	40 Stop Signs, 40 All Way Signs - Upgrades and Stock	2,308.00
187	50	7055	Street Sign Supplies	1732 Traffic Control & Protection Inc	88238	2 Pedestal Bases for Mounting Signs - PW	482.50
188	50	7055	Traffic Equipment & Material	1192 Sherwin Industries Inc	SS068054	50 Barricades W/Flashers & Batteries	3,175.00
189	50	7055	Other Supplies	1057 Menard Incorporated	85268	Staplegun, Tie Down Straps, Plastic Sheeting & Lumber-Asphalt Crew	153.64

City of Des Plaines

Warrant Register 12/05/2016

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
190	50	7055	Other Supplies	1057 Menard Incorporated	85477	2 Cans of Tire Foam, 2 Protective Wipes, Glass Cleaner	26.52
191	50	7140	Electricity	1033 ComEd	2607132134-11/16	Electricity Service 10/03-11/01/2016	258.15
192	50	7140	Electricity	1033 ComEd	4974507003-11/16	Electricity Service 10/06-11/02/2016	276.22
193	50	7140	Electricity	1033 ComEd	5222730006-11/16	Electricity Service 10/04-11/02/2016	217.05
194	50	7160	Ice Control	1194 Sicalco LTD	65797	2,022 Gallons of Calcium Chloride - PW 11/01/2016	1,476.06
195	50	7200	Other Supplies	1709 Ziebell Water Service Products Inc	235317-000	Five 6-Foot Replacement Fire Hydrants	14,975.00
196	50	7300	Uniforms	2067 Cutler Workwear	88255	1 Pair of Work Boots - Vehicle Maint Foreman	151.15
197	50	7320	Equipment < \$5,000	1078 Acme Truck Brake & Supply Co	1263190082	Fuel Transfer Pump - Fire 7504	374.00
198	50	7320	Equipment < \$5,000	1526 Global Emergency Products Inc	AG53077	Ball Joint Boot Driver Tool	387.03
199	50	8100	Improvements	1057 Menard Incorporated	85199	Electric Supplies for PW Recycling & Sandbag Building	87.24
200	Total 50 - Public Works & Engineering						388,088.95

Police Department							
201							
202	60	5325	Training	1261 Northeast Multiregional Training	212845	Criminal Code Departmental In-Service Nov 2, 2016	597.00
203	60	5325	Training	1261 Northeast Multiregional Training	212844	Use of Force Department In-Service Nov 2, 2016	514.00
204	60	5325	Training	1182 Safety Tech & Rescue Training Group	S016-10-190	Gas Mask, AED, CPR Training 11/03/2016 Department In-Service	1,250.00
205	60	6000	Professional Services	5975 Aero Removals Trisons Inc	19189CR	Removal & Transport of Deceased for Oct 2016	1,550.00
206	60	6015	Communication Services	1680 Pacific Telemanagement Services	879067	3 Public Pay Phones PD Monthly Service Fee December 2016	228.00
207	60	6110	Printing Services	1142 Copyset Center	47725	1000 Accident Report Cards	112.00
208	60	6185	Animal Control	1266 Northwest Animal Hospital PC	00360173	Stray Animals October 2016 (12)	1,298.00
209	60	6190	Tow/Storage/Abandoned Fees	1567 Schimka Auto Wreckers, Inc	11/01/2016	Towing Service PD October 2016, (5 Veh)	90.00
210	60	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8121178888	Shredding Service PD Oct.14,21,28, & Nov 11, 2016	594.21
211	60	6195	Miscellaneous Contractual Services	1683 Thomson Reuters	835013720	Investigations Database October 2016	288.00
212	60	6310	R&M Vehicles	1089 Autokrafters of Des Plaines	10/24/2016	Refurbish Wheels & Repaint Squad #5 10/24-11/02/2016	1,877.00
213	60	6345	R&M Police Range	2066 Sarge's Range Service Inc	SRS-241	Hepa Vacuum Range , Hall and Control Room Oct 5 & 8, 2016	301.40
214	60	7000	Office Supplies	1389 Garvey's Office Products Inc	PINV1239943	37 Self Seal Mailer Bags, 1 Box CD/DVD Sleeves	144.15
215	60	7000	Office Supplies	1389 Garvey's Office Products Inc	PINV1244195	2 Dozen Ball Point Pens, 10 Boxes Paper Clips	59.64
216	60	7000	Office Supplies	1389 Garvey's Office Products Inc	PINV1242221	2 Packs Post-It Notes, 1 Plastic File Sorter	48.05

City of Des Plaines

Warrant Register 12/05/2016

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
217	60	7015	Supplies - Police Range	1493 Galls Inc	006330296	16 Cans MK3 Pepper Spray	193.95
218	60	7015	Supplies - Police Range	1244 Ray O'Herron Company Inc	1655724-IN	Departmental Ammunition for 2016 - Partial Order	10,520.00
219	60	7015	Supplies - Police Range	1722 Brownells Inc	13169172.00	Patches, Swabs, Handgun Cleaning Rods, Gun Cleaner Spray	549.18
220	60	7200	Other Supplies	2016 Signarama	37845	"Evidence Room" Name Plate	37.50
221	60	7200	Other Supplies	1121 Chief Supply Corp	303026	18 Cases of Prisoner Jump Suits (M & L)	89.82
222	60	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 111016	Water Supply 11/03/2016	82.49
223	60	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 111016	Water Supply 11/03/2016	86.20
224	60	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 111016	Water Supply 11/03/2016	86.20
225	60	7300	Uniforms	1117 Chicago Badge & Insignia Co	14499	5 Life Saving Awards (Sworn Personnel) 11/07/2016	401.01
226	60	7300	Uniforms	1117 Chicago Badge & Insignia Co	14498	5 Life Saving Awards (Sworn Personnel) 11/05/2016	400.01
227	60	7300	Uniforms	1489 JG Uniforms Inc	10242	4 Police Polo Shirts (4 Officers)	205.40
228	60	7300	Uniforms	4364 OpticsPlanet Inc	7877924	1 Pair TRT Pants (1 Officer)	31.98
229	Total 60 - Police Department						21,635.19

230 Emergency Management Agency							
231	65	6015	Communication Services	1936 Telvent DTN Inc	4944896	EOC Weather Service 10/08-11/07/2016	304.00
232	65	6015	Communication Services	1936 Telvent DTN Inc	4964805	EOC Weather Service 11/08-12/07/2016	304.00
233	65	6015	Communication Services	1936 Telvent DTN Inc	4984241	EOC Weather Service 12/07/2016 to 01/07/2017	304.00
234	Total 65 - Emergency Management Agency						912.00

235 Fire Department							
236	70	5325	Training	1252 NIPSTA	15775	Leadership II Class-1 Paramedic 10/17-10/21/2016	350.00
237	70	5325	Training	1252 NIPSTA	15780	3 Engine Company Operations Class-3 Paramedics 10/17-10/21/16	2,550.00
238	70	5345	Post-Employment Exams	1015 Alexian Brothers Corporate Health Svcs	613286	28 On-Site Flu Shots 10/17 & 10/18/2016	800.00
239	70	5345	Post-Employment Exams	1015 Alexian Brothers Corporate Health Svcs	613218	Annual Physical-1 Paramedic 10/26/2016	330.00
240	70	5345	Post-Employment Exams	1015 Alexian Brothers Corporate Health Svcs	612549	Annual Physical-(4) 10/20, 10/25, 10/26 & 10/27/2016	1,288.00
241	70	5345	Post-Employment Exams	1015 Alexian Brothers Corporate Health Svcs	611529	Annual Physicals (4) 10/06, 10/07, 10/18 & 10/20/2016	1,403.00
242	70	6195	Miscellaneous Contractual Services	3082 Bishop's Engraving & Trophy Service Inc	37418	Engraving for Retirement Axe-1 Lieutenant	103.00
243	70	6195	Miscellaneous Contractual Services	3082 Bishop's Engraving & Trophy Service Inc	37050	6 Retirement Plaques 06/23/2016	107.25
244	70	6195	Miscellaneous Contractual Services	2917 Oakton Glass Company	21437	Replace Broken Mirror in Work Out Room-Sta 61 on 11/03/2016	450.00
245	70	6195	Miscellaneous Contractual Services	2031 Rebel's Trophies Inc	75824	Engraving Retirement Badge-1 Lieutenant	18.00
246	70	6305	R&M Equipment	1747 Murphy's Contractors Equipment Inc	185368	Repairs to Partner Saw K950 11/11/2016	88.11

City of Des Plaines

Warrant Register 12/05/2016

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
247	70	6305	R&M Equipment	1747 Murphy's Contractors Equipment Inc	185370	Additional Repairs to Partner Saw K950 11/11/2016	108.09
248	70	6305	R&M Equipment	1003 AFC International Inc	47611	Repair Gauge for SCBA 11/05/2016	744.00
249	70	6305	R&M Equipment	3619 Vacuum Experts	1001	New Vacuum-Sta 63 & Repair to Old Vacuum	181.10
250	70	7000	Office Supplies	1066 Office Depot	877694225001	1 Box C Batteries, 2 Packs of 3V Batteries	46.52
251	70	7025	Supplies - Custodial	1304 HP Products	I2837276	5 Gallons of Car Washing Fluid	60.97
252	70	7025	Supplies - Custodial	1304 HP Products	I2837647	Towels, Can Liners, Cleaner, Sponges, Mops, Tissue-Sta 62	978.12
253	70	7035	Supplies - Equipment R&M	1660 Safety-Kleen Systems Inc	71608487	30 Gallons of Parts Washer Solvent	150.00
254	70	7200	Other Supplies	1571 Welding Industrial Supply	R 1996266	16 Oxygen Cylinders-October 2016	193.75
255	70	7200	Other Supplies	1571 Welding Industrial Supply	1994250	8 Oxygen Cylinders 10/28/2016	128.74
256	70	7200	Other Supplies	1220 Runco Office Supply	666207-0	5 Packs of 3V Batteries for AED @ City Hall	64.72
257	70	7200	Other Supplies	1148 WS Darley & Co	17264192	1 Five Foot Hook	81.21
258	70	7200	Other Supplies	1057 Menard Incorporated	85827	4 Jigsaw Blades	53.88
259	70	7200	Other Supplies	2242 California Contractors Supplies Inc	T44463	3 Demolition Morse Reciprocal Blades	209.70
260	70	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 111016	Water Supply 11/03/2016	12.56
261	70	7300	Uniforms	1080 Air One Equipment Inc	117252	1 Pair FF Power Boots-1 Paramedic	396.00
262	70	7300	Uniforms	3212 On Time Embroidery Inc	36611	1 Turtleneck, 1 Polo-1 Paramedic	71.00
263	70	7300	Uniforms	3212 On Time Embroidery Inc	36659	2 L/S Shirts, 2 T-Shirts-1 Paramedic	106.00
264	70	7300	Uniforms	3212 On Time Embroidery Inc	37055	3 T-Shirts-1 Engineer	27.00
265	70	7300	Uniforms	3212 On Time Embroidery Inc	36610	2 L/S Polos-1 Engineer	98.00
266	70	7300	Uniforms	3212 On Time Embroidery Inc	36281	Knit Cap, Twill Cap, Sweatpants, Shorts, Responder Jacket-1 PM	362.00
267	70	7300	Uniforms	3212 On Time Embroidery Inc	36516	Knit Cap, Twill Cap, Sweatpants, Shorts, Responder Jacket-1 PM	416.00
268	70	7300	Uniforms	3212 On Time Embroidery Inc	36544	Knit Cap, Twill Cap, Sweatpants, Shorts, Responder Jacket-1 PM	440.00
269	70	7300	Uniforms	3212 On Time Embroidery Inc	36435	Sweatpants, L/S T-Shirt, 2 Polo Shirts, Turtleneck-1 Engineer	152.00
270	70	7300	Uniforms	3212 On Time Embroidery Inc	36568	1 Poromeric Academy Oxford Shoes-1 Paramedic	62.00
271	70	7300	Uniforms	3212 On Time Embroidery Inc	36260	Knit Cap, Twill Cap, Sweatpants, Shorts, Responder Jacket-1 PM	367.00
272	70	7300	Uniforms	3212 On Time Embroidery Inc	36894	Steel Toe Boot, 3 T-Shirts, Belt, Twill Cap, Pants-1 New PM	352.00
273	70	7300	Uniforms	3212 On Time Embroidery Inc	36750	1 Steel Toe Boot-1 Engineer	159.00

City of Des Plaines

Warrant Register 12/05/2016

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
274	70	7300	Uniforms	3212 On Time Embroidery Inc	36259	Knit Cap, Twill Cap, Sweatpants, Shorts, Responder Jacket-1 PM	362.00
275	70	7300	Uniforms	3212 On Time Embroidery Inc	36629	1 Side Zip Boot-1 Paramedic	129.00
276	70	7300	Uniforms	3212 On Time Embroidery Inc	36219	6 FF Shirt Badges #s 261, 262, 263, 264, 265 & 266	450.00
277	70	7300	Uniforms	3212 On Time Embroidery Inc	36570	1 Cargo Pocket Pants-1 Paramedic	56.00
278	70	7300	Uniforms	3212 On Time Embroidery Inc	36889	1 Nameplate, Cap Badge, Class A Shirt, Hat-1 Lieutenant	186.00
279	70	7320	Equipment < \$5,000	3619 Vacuum Experts	1001	New Vacuum-Sta 63 & Repair to Old Vacuum	593.05
280	Total 70 - Fire Department						15,284.77

281	Fire & Police Commission						
282	75	5340	Pre-Employment Exams	1320 IL State Police	Cost 01755-10/16	Background Check Services Oct 2016 Fingerprints	108.00
283	75	5340	Pre-Employment Exams	1483 Personnel Evaluation Inc	20881	PD Pre-Employment PEP Testing for 7 Candidates 10/01-10/31/2016	140.00
284	75	5340	Pre-Employment Exams	1483 Personnel Evaluation Inc	20880	PD Pre-Employment PEP Testing 4 Candidates 10/01-10/31/2016	80.00
285	75	5340	Pre-Employment Exams	4946 Central Polygraph Service LTD	21665	Pre-Employment Polygraph Testing for 3 PD Candidates 11/07-11/15	630.00
286	Total 75 - Fire & Police Commission						958.00

287	Overhead						
288	90	6015	Communication Services	1027 Call One	Nov 2016	Communication Service 11/15-12/14/2016	2,138.33
289	90	6140	Leases	3827 Pitney Bowes Inc	3100742821	Nov 2016 Connect+2000 Postage Machine (Exp 06/29/2018)	348.34
290	90	6500	Subsidy - Historical Museum	1717 Des Plaines Historical Society	Dec 2016	Dec 2016 Historical Society Subsidy	3,333.37
291	90	7500	Postage & Parcel	1801 Petty Cash	Finance 12/05/16	Replenish Finance Petty Cash 04/26-09/23/2016	4.23
292	Total 90 - Overhead						5,824.27

293	Total 100 - General Fund						595,847.54
-----	---------------------------------	--	--	--	--	--	-------------------

294	Fund: 201 - TIF #1 Downtown Fund						
295	00	6000	Professional Services	1199 Spaceco Inc	70091	Const Engr-Downtown Streetscape Phase 3 9/25-10/29/2016 R-145-14	19,845.00
296	00	6000	Professional Services	2785 Walker Parking Consultants	31769820008	Task Order #3 - October 2016	92.66
297	00	6005	Legal Fees	3447 Holland & Knight LLP	5425143	10-16 Non-Retainer Property Enforcement Matters	468.00
298	00	6150	City Maintenance	5399 Beary Landscape Management	36797	Landscape Maintenance - October 2016 R-32-16	7,644.00
299	00	6195	Miscellaneous Contractual Services	1178 Trugreen Limited Partnership	57288726	TIF #1 Winter Application for Weather Conditions-11/08/2016	199.95

City of Des Plaines

Warrant Register 12/05/2016

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
300	00	6195	Miscellaneous Contractual Services	1029 Cintas #22	022387239	Mat Service - Metra Station/City Hall - 11/02/2016	67.56
301	00	6195	Miscellaneous Contractual Services	1025 Bedco Inc	093741	Repair East Side HVAC - Train Station - 11/03/2016	720.00
302	00	6195	Miscellaneous Contractual Services	1029 Cintas #22	022390302	Mat Rental & Air Cleaners - Metra Station - 11/09/2016	58.13
303	00	6195	Miscellaneous Contractual Services	1019 Anderson Pest Solutions	4040777	Pest Control - Metra Station November 2016	36.00
304	00	6325	R&M Street Lights	1044 H&H Electric Co	27001	Streetlight Repair - 10/22/2016	443.75
305	00	6325	R&M Street Lights	1044 H&H Electric Co	27027	Streetlight Repairs - 10/10/2016	2,438.90
306	00	7050	Supplies - Streetscape	5364 Conserv FS Inc	65023387	Salt Purchase for Downtown Sidewalks	1,758.56
307	00	7050	Supplies - Streetscape	5742 B&B Holiday Decorating LLC	1791	LED Lights for Metro Garage Roof Top	2,185.00
308	00	7140	Electricity	1033 ComEd	5310657021-11/16	Electricity Service 10/06-11/02/2016	39.62
309	00	7140	Electricity	1033 ComEd	0445091056-11/16	Electricity Service 10/06-11/02/2016	304.28
310	00	7140	Electricity	1033 ComEd	0392121005-11/16	Electricity Service 10/06-11/02/2016	178.46
311	00	7140	Electricity	1033 ComEd	0237106099-11/16	Electricity Service 10/06-11/02/2016	313.59
312	00	7140	Electricity	1033 ComEd	6045062008-11/16	Electricity Service 10/06-11/02/2016	110.06
313	00	7140	Electricity	1033 ComEd	5310658082-11/16	Electricity Service 10/06-11/07/2016	49.50
314	00	8100	Improvements	3573 Lorusso Cement Contractors Inc	2016-Lee-P1	R-131-16 Contractor-Lee St Streetscape Ph3 10/03-11/11/2016	177,509.89
315	Total 00 - Non Departmental						214,462.91

316	Total 201 - TIF #1 Downtown Fund						214,462.91
-----	---	--	--	--	--	--	-------------------

Fund: 207 - TIF #7 Mannheim/Higgins South							
318	00	6000	Professional Services	1123 Christopher B Burke Engineering LTD	132810	Construction Engr-Orchard Pl Improvements 09/25-10/29/2016 R-134-16	18,617.50
319	00	6005	Legal Fees	3447 Holland & Knight LLP	5425134	10-16 Non-Retainer TIF #7 Matters	4,955.15
320	Total 00 - Non Departmental						23,572.65

321	Total 207 - TIF #7 Mannheim/Higgins South						23,572.65
-----	--	--	--	--	--	--	------------------

Fund: 230 - Motor Fuel Tax Fund							
323	00	6330	R&M Traffic Signals	2289 Global Traffic Technologies LLC	42084	Repair Opticom Part-River & Pearson 11/03/2016	106.40
324	00	6330	R&M Traffic Signals	1206 Illinois, State of	50743	State-Traffic Signal Maintenance 07/01-09/31/2016 R-115-11	10,011.30
325	00	7140	Electricity	1033 ComEd	2644104014-11/16	Electricity Service 10/03-11/01/2016	239.95

City of Des Plaines

Warrant Register 12/05/2016

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
326	00	7140	Electricity	1033 ComEd	1273119011-11/16	Electricity Service 10/05-11/03/2016	2,565.41
327	00	7140	Electricity	1033 ComEd	1521117181-11/16	Electricity Service 10/04-11/02/2016	327.07
328	00	7140	Electricity	1033 ComEd	0193753007-11/16	Electricity Service 10/12-11/10/2016	72.21
329	00	7140	Electricity	1033 ComEd	0725000037-11/16	Electricity Service 10/07-11/07/2016	7.21
330	00	7140	Electricity	1033 ComEd	3471079047-11/16	Electricity Service 10/04-11/02/2016	37.64
331	00	7140	Electricity	1033 ComEd	3657136067-11/16	Electricity Service 10/06-11/02/2016	619.89
332	Total 00 - Non Departmental						13,987.08

333	Total 230 - Motor Fuel Tax Fund						13,987.08
-----	--	--	--	--	--	--	------------------

Fund: 250 - Grant Projects Fund							
334							
335	00	6000	Professional Services	1126 Civiltech Engineering Inc	2866-11	Engr Svcs- Rand Rd Sidepath 08/27-10/28/2016	2,151.91
336	00	6000	Professional Services	1394 Gewalt Hamilton Associates Inc	6	Engr-Lee @ Forest Traffic Signalization Ph 2 08/22-09/18/2016 R-152-15	1,792.68
337	00	8100	Improvements	5048 Greco Contractors Inc	2014-River2-P25	R-179-14 Construction-River Rd Ph 2 10/01-10/31/2016	176,098.28
338	Total 00 - Non Departmental						180,042.87

339	Total 250 - Grant Projects Fund						180,042.87
-----	--	--	--	--	--	--	-------------------

Fund: 260 - Asset Seizure Fund							
340							
341	00	6315	R&M Buildings & Structures	5629 KeeConstruction LLC	11/14/2016	2nd Floor City Hall Remodeling - Contract Resolution R-108-15	9,976.17
342	00	7200	Other Supplies	5197 Kieslers Police Supply Inc	0803844	24 OC & 24 CS 37mm Gas Rounds	907.76
343	00	7320	Equipment < \$5,000	5197 Kieslers Police Supply Inc	0806977	2 Dynamic Entry Tools for Crash Cars (Hallagan Tool)	225.00
344	00	8015	Equipment	1121 Chief Supply Corp	299840	(23) TCI TABC III Radio Headset	13,225.00
345	Total 00 - Non Departmental						24,333.93

346	N/A	2484	Seized/Pending Forfeit	1320 IL State Police	16-20664	Forfeiture Award	686.00
347	Total N/A						686.00

348	Total 260 - Asset Seizure Fund						25,019.93
-----	---------------------------------------	--	--	--	--	--	------------------

Fund: 280 - Emergency Telephone System Fund							
349							
350	00	6005	Legal Fees	3447 Holland & Knight LLP	5425145	10-16 Non-Retainer ETSB Restructuring	1,926.82
351	Total 00 - Non Departmental						1,926.82

352	60	6015	Communication Services	1027 Call One	Nov 2016	Communication Service 11/15-12/14/2016	12,151.88
353	Total 60 - Police Department						12,151.88

City of Des Plaines

Warrant Register 12/05/2016

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
354	70	6035	Dispatch Services	5973 Emergency Twenty Four Inc	92364	Elevator Alarm Service - October 2016	1,652.00
355	Total 70 - Fire Department						1,652.00

356	Total 280 - Emergency Telephone System Fund						15,730.70
-----	--	--	--	--	--	--	------------------

Fund: 400 - Capital Projects Fund							
358	00	6000	Professional Services	1123 Christopher B Burke Engineering LTD	132809	Update Street Lighting Spec and Details 09/25-10/29/2016	2,500.00
359	00	6000	Professional Services	1199 Spaceco Inc	69886	Construction Engr-2016 CIP Contract B 09/25-10/29/2016 R-80-16	643.00
360	00	6000	Professional Services	1199 Spaceco Inc	69887	Construction Engr-2016 CIP Contract A 09/25-10/29/2016 R-78-16	18,228.70
361	00	6000	Professional Services	1394 Gewalt Hamilton Associates Inc	6	Engr-Lee @ Forest Traffic Signalization Ph 2 08/22-09/18/2016 R-152-15	1,792.68
362	00	6000	Professional Services	2785 Walker Parking Consultants	31769820008	Task Order #3 - October 2016	46.33
363	00	7065	Supplies - Capital Maintenance	1086 Arrow Road Construction	61552MB	4.34 Tons Asphalt - Potholes & Water Job - 11/01/2016	77.99
364	00	7065	Supplies - Capital Maintenance	1086 Arrow Road Construction	61487MB	2.19 Tons Asphalt - Potholes - 10/28/2016	118.11
365	00	7065	Supplies - Capital Maintenance	1086 Arrow Road Construction	61711MB	12.69 Tons Asphalt - Water Jobs - 11/11/2016	228.05
366	00	7065	Supplies - Capital Maintenance	1086 Arrow Road Construction	61683MB	2.38 Tons Asphalt - Stock	128.36
367	00	7065	Supplies - Capital Maintenance	1086 Arrow Road Construction	61621MB	6.9 Tons of Asphalt - Patching Jobs 11/04/2016	124.00
368	00	8100	Improvements	5048 Greco Contractors Inc	2014-River2-P25	R-179-14 Construction-River Rd Ph 2 10/01-10/31/2016	4,070.52
369	Total 00 - Non Departmental						27,957.74

370	Total 400 - Capital Projects Fund						27,957.74
-----	--	--	--	--	--	--	------------------

Fund: 420 - IT Replacement Fund							
372	00	8000	Computer Software	4715 SHI International Corporation	B05671168	Adobe Creative Cloud Suite for Media Dept 10/20/2016-04/16/2017	407.00
373	00	8005	Computer Hardware	6037 Southern Computer Warehouse Inc	IN-000382323	5 Ethernet Adapters	143.05
374	00	8005	Computer Hardware	6037 Southern Computer Warehouse Inc	IN-000382333	5 Surface Books and Peripherals	12,791.85
375	Total 00 - Non Departmental						13,341.90

376	Total 420 - IT Replacement Fund						13,341.90
-----	--	--	--	--	--	--	------------------

Fund: 500 - Water/Sewer Fund							
378	00	6000	Professional Services	1356 MWH Americas Inc	1730464	TO#12 Corrosion Control Study-10/01-11/04/2016	867.88
379	00	6000	Professional Services	1123 Christopher B Burke Engineering LTD	132809	Update Street Lighting Spec and Details 09/25-10/29/2016	549.00

City of Des Plaines

Warrant Register 12/05/2016

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
380	00	6015	Communication Services	1027 Call One	Nov 2016	Communication Service 11/15-12/14/2016	387.68
381	00	6015	Communication Services	1027 Call One	Nov 2016	Communication Service 11/15-12/14/2016	323.96
382	00	6195	Miscellaneous Contractual Services	1303 HD Supply Waterworks LTD	G351290	UMI Installed 8 Water Meters 10/01-10/07/2016 R-36-16	8,690.00
383	00	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	16-838	9 Bench Meter Tests - 10/28/2016	1,011.00
384	00	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	16-862	8 Bench Meter Tests - 11/08/2016	752.00
385	00	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	16-861	7 Bench Meter Tests - 11/04/2016	196.00
386	00	6195	Miscellaneous Contractual Services	4321 Luppino Plumbing & Sewer Co	5365	Replaced Elbow Pipe for Meter Change 11/01/2016	150.00
387	00	6340	R&M Sewer System	6390 Joliet Equipment Corporation	50661	Levee 50 Pump #2 Rehabilitation - 10/31/2016	5,362.00
388	00	7020	Supplies - Safety	1703 Proasafety Inc	2/830220	300 Pairs of Gloves & 2 Pairs of Boots	321.95
389	00	7020	Supplies - Safety	1703 Proasafety Inc	2/829590	6 Rolls of Caution Tape & 1 Pair of Hip Boots	184.50
390	00	7020	Supplies - Safety	1703 Proasafety Inc	2/829860	2 Pairs of Slush Boots	29.00
391	00	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	1263070031	Exhaust Clamps & Stack - PW 8006	115.96
392	00	7040	Supplies - Vehicle R&M	2052 Coffman Truck Sales Inc	1001081880	Exhaust Brackets - PW 8006	231.47
393	00	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	407172P	Mirror - PW 8022	210.11
394	00	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	407630P	Mirror Cover - PW 8022	243.34
395	00	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	407700P	Mirror Cover - PW 8022	243.34
396	00	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	407710P	Filter & Tube Assembly - PW 8023	481.46
397	00	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	CM407700P	Returned Mirror Cover - PW 8022	(243.34)
398	00	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1046681	Halogen Headlamp - PW 9022	9.19
399	00	7040	Supplies - Vehicle R&M	1154 West Side Tractor Sales	W49971	Seat Assembly - Water 9018	552.00
400	00	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	5260887	Fuse Holders, Pins, O-Rings, Hydraulic Fittings & More - Stock	58.24
401	00	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10183457	Sod - Mainbreak Restoration 11/07/2016	76.75
402	00	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10183477	Dirt - Mainbreak Restoration 11/07/2016	68.70
403	00	7070	Water Meters	1303 HD Supply Waterworks LTD	G365382	15 iPerl Meter Parts R-36-16	2,265.00
404	00	7070	Water Meters	1303 HD Supply Waterworks LTD	G391891	(8) 5/8" iPerl Meters & 3" Gasket Bolt Flange Kit R-36-16	835.48
405	00	7070	Water Meters	1303 HD Supply Waterworks LTD	G389655	3" Omni Meter R-36-16	1,226.00
406	00	7070	Other	1709 Ziebell Water Service Products Inc	235434-000	Hex Nuts & Bolts for Fire Hydrants	79.20
407	00	7070	Other	1303 HD Supply Waterworks LTD	G331661	8 Water Clamps R-36-16	1,691.00
408	00	7070	Other	1072 Prairie Material Sales Inc	887751158	1.0 Cu Yds Concrete - Restoration - 11/07/2016	360.00

City of Des Plaines

Warrant Register 12/05/2016

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
409	00	7070	Other	5455 Ace Park Ridge	156883	Coupling for Buffalo Boxes	19.64
410	00	7075	Supplies - Sewer System Maintenance	1703 Proasafety Inc	2/830060	36 Cans Green & 24 Cans Blue Spray Paint for Marking	153.00
411	00	7075	Supplies - Sewer System Maintenance	3217 Ozinga Ready Mix Concrete Inc	813983	2.50 Cu Yds Concrete - Sewer Repair - 10/28/2016	500.00
412	00	7075	Supplies - Sewer System Maintenance	3217 Ozinga Ready Mix Concrete Inc	817441	9.0 Cu Yds Concrete - Sewer Repair - 11/01/2016	1,314.00
413	00	7075	Supplies - Sewer System Maintenance	1057 Menard Incorporated	85253	4" PVC Pipe - Library Deck	9.37
414	00	7075	Supplies - Sewer System Maintenance	5455 Ace Park Ridge	156704	6 U Bolts - Levee 50	12.98
415	00	7075	Supplies - Sewer System Maintenance	4093 HDS White Cap Construction Supply	10006084345	Wire Mesh for Concrete	109.40
416	00	7140	Electricity	1033 ComEd	2148094073-11/16	Electricity Service 10/07-11/07/2016	40.98
417	00	7140	Electricity	1033 ComEd	2038128006-11/16	Electricity Service 10/04-11/03/2016	46.69
418	00	7140	Electricity	1033 ComEd	0762050019-11/16	Electricity Service 10/05-11/03/2016	21.06
419	00	7140	Electricity	1033 ComEd	6331089024-11/16	Electricity Service 10/04-11/02/2016	373.96
420	00	7140	Electricity	1033 ComEd	5060090016-11/16	Electricity Service 10/05-11/03/2016	146.91
421	00	7140	Electricity	1033 ComEd	3526009006-11/16	Electricity Service 10/06-11/03/2016	102.31
422	00	7140	Electricity	1033 ComEd	0096017042-11/16	Electricity Service 10/04-11/02/2016	806.16
423	00	7140	Electricity	1033 ComEd	0640144010-11/16	Electricity Service 10/06-11/02/2016	45.06
424	00	7140	Electricity	1033 ComEd	5814097012-11/16	Electricity Service 10/07-11/02/2016	34.11
425	00	7140	Electricity	1033 ComEd	6152054027-11/16	Electricity Service 10/05-11/01/2016	3,823.51
426	00	7140	Electricity	1033 ComEd	2902009038-11/16	Electricity Service 10/04-11/02/2016	198.25
427	00	7140	Electricity	1033 ComEd	4436122006-11/16	Electricity Service 10/12-11/10/2016	6,087.93
428	00	7140	Electricity	1033 ComEd	2382141015-11/16	Electricity Service 10/04-11/02/2016	50.82
429	00	7140	Electricity	1033 ComEd	0718079040-11/16	Electricity Service 10/04-11/02/2016	48.51
430	00	7300	Uniforms	2067 Cutler Workwear	87525	4 Coats, 3 Bib Overalls & 1 Hood for Sewer Division Employees	685.72
431	00	8100	Improvements	5048 Greco Contractors Inc	2014-River2-P25	R-179-14 Construction-River Rd Ph 2 10/01-10/31/2016	4,844.62
432	00	8100	Improvements	5440 Manusos General Contracting Inc	5312	Chlorine Ball Valve Installation at Central Rd-10/06&07,10/13/16 R-83-15	9,215.09
433	Total 00 - Non Departmental						56,018.95
434	Total 500 - Water/Sewer Fund						56,018.95
435	Fund: 510 - City Owned Parking Fund						
436	00	6015	Communication Services	1027 Call One	Nov 2016	Communication Service 11/15-12/14/2016	152.88

City of Des Plaines

Warrant Register 12/05/2016

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
437	00	6015	Communication Services	1027 Call One	Nov 2016	Communication Service 11/15-12/14/2016	776.31
438	00	6320	R&M Parking Lots	2350 Anderson Elevator Co	196231	Monthly Elevator Service - November 2016	139.80
439	00	6320	R&M Parking Lots	2350 Anderson Elevator Co	196231	Monthly Elevator Service - November 2016	280.17
440	00	6320	R&M Parking Lots	4923 J Gill & Company	1899	Library Parking Garage Repairs - 11/14/2016	2,000.00
441	00	7060	Supplies - Parking Lots	1047 Home Depot Credit Svcs	3020932	Outlets for Metro & Wasp Spray	152.45
442	00	7060	Supplies - Parking Lots	1047 Home Depot Credit Svcs	3061621	Black Paint - Metro Square	7.74
443	00	7060	Supplies - Parking Lots	1047 Home Depot Credit Svcs	3290548	Return 8 Receptacle Covers	(47.76)
444	00	7140	Electricity	1033 ComEd	4722388001-11/16	Electricity Service 10/04-11/02/2016	19.71
445	00	7140	Electricity	1033 ComEd	4974385007-11/16	Electricity Service 10/07-11/07/2016	23.56
446	00	7140	Electricity	1033 ComEd	4791127023-11/16	Electricity Service 10/04-11/02/2016	2,407.61
447	00	7140	Electricity	1033 ComEd	0354464001-11/16	Electricity Service 10/07-11/02/2016	2,154.98
448	00	7140	Electricity	1033 ComEd	5310303000-11/16	Electricity Service 10/07-11/02/2016	203.10
449	00	7140	Electricity	1033 ComEd	2239082030-11/16	Electricity Service 10/06-11/02/2016	597.53
450	Total 00 - Non Departmental						8,868.08

451	Total 510 - City Owned Parking Fund						8,868.08
-----	--	--	--	--	--	--	-----------------

452	Fund: 520 - Metra Leased Parking Fund						
453	00	7140	Electricity	1033 ComEd	5310666002-11/16	Electricity Service 10/04-11/02/2016	859.75
454	Total 00 - Non Departmental						859.75

455	Total 520 - Metra Leased Parking Fund						859.75
-----	--	--	--	--	--	--	---------------

456	Fund: 600 - Risk Management Fund						
457	00	6005	Legal Fees	3447 Holland & Knight LLP	5425150	10-16 Non-Retainer PSEBA Proceedings	891.00
458	00	6005	Legal Fees	3447 Holland & Knight LLP	5425149	10-16 Non-Retainer PSEBA Proceedings	1,566.59
459	Total 00 - Non Departmental						2,457.59

460	Total 600 - Risk Management Fund						2,457.59
-----	---	--	--	--	--	--	-----------------

461	Fund: 700 - Escrow Fund						
462	N/A	2430	Escrow - Police Items	1320 IL State Police	Cost 01755-10/16	Background Check Services Oct 2016 Fingerprints	54.00
463	N/A	2493	Escrow Projects	3447 Holland & Knight LLP	5425135	10-16 Reimb Redevelopment	156.00
464	N/A	2493	Escrow Projects	3447 Holland & Knight LLP	5425136	10-16 Reimb Redevelopment	14,897.16
465	N/A	2493	Escrow Projects	3447 Holland & Knight LLP	5425137	10-16 Reimb Redevelopment	423.50

City of Des Plaines Warrant Register 12/05/2016

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
466	N/A	2493	Escrow Projects	3447 Holland & Knight LLP	5425128	10-16 Reimb Redevelopment	190.00
467	N/A	2493	Escrow Projects	1106 Chromatech Printing Inc	7236/24535	2016 Flyers and Posters for Holiday Lighting Ceremony	819.00
468	N/A	2493	Escrow Projects	1050 Journal & Topics	171625	2016 Holiday Lighting Ceremony Ad - 11/09, 11/16 & 11/23/2016	1,485.00
469	Total N/A						18,024.66
470	Total 700 - Escrow Fund						18,024.66
471					GRAND TOTAL		1,196,192.35

City of Des Plaines

Warrant Register - 12/05/2016

Manual Checks

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount
472	Fund: 100 - General Fund					
473	20	6015	Communication Services	1010 AT&T Mobility	839230867X111116	Communication Service 10/04-11/03/2016 15.60
474	20	6015	Communication Services	1010 AT&T Mobility	2870253339591116	Communication Service 10/04-11/03/2016 454.08
475	20	6015	Communication Services	1032 Comcast Cable	11/11/2016 x1141	Internet/Cable Service 11/18-12/17/2016 246.72
476	20	7500	Postage & Parcel	1106 Chromatech Printing Inc	24540P	USPS Postage for 22,206 December 2016 Digest Newsletters 5,901.48
477	Total 20 - City Administration					6,617.88
478	60	6015	Communication Services	1009 AT&T	847R18054610-16	Communication Service 10/28-11/27/2016 63.20
479	Total 60 - Police Department					63.20
480	N/A	2471	Red Light Payable	4297 Des Plaines Photo Enforcement Program	1705600408694673	Red Light Cash Payment 11/09/2016 100.00
481	N/A	2471	Red Light Payable	4297 Des Plaines Photo Enforcement Program	1705600408924041	Red Light Cash Payment 11/14/2016 100.00
482	Total N/A					200.00
483	Total 100 - General Fund					6,881.08
484	Fund: 600 - Risk Management Fund					
485	00	5560	Unemployment Claims	1048 IDES IL Dept of Employment Security	DC 664014062	Unemployment Claims - 3rd Qtr 2016 7,253.50
486	Total 00 - Non Departmental					7,253.50
487	Total 600 - Risk Management Fund					7,253.50
488	GRAND TOTAL					14,134.58

City of Des Plaines
Warrant Register 12/05/2016
Bank of America Credit Card

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
489	Fund: 100 - General Fund						
490	10	5310	Membership Dues	4444 Misc Vendor for Procurement Card	PC - 13883	Notary Stamp & Commission for Senior Clerk 10/01/2016-09/30/2020	54.90
491	10	7200	Other Supplies	1057 Menard Incorporated	PC - 13888	Refund for Returned Supplies	(1.00)
492	Total 10 - Elected Office						53.90
493	20	5310	Membership Dues	3248 Society For Human Resource Management	PC - 13854	Annual General Membership-10/11/2016 to 10/31/2017	175.00
494	20	5320	Conferences	4444 Misc Vendor for Procurement Card	PC - 13833	Taxi from Train Station to ICSC Conference in Chicago 10-19-2016	12.00
495	20	5320	Conferences	5410 Eagle Ridge Resort	PC - 13821	Hotel 10/23-10/25/2016 Annual IPELRA Conference for HR Director	173.40
496	20	5325	Training	1546 IPELRA	PC - 13879	IPELRA-2016 Year-End Review 12/08/2016 - HR Director	55.00
497	20	5335	Travel Expenses	4345 Metra Ogilvie QPS	PC - 13834	10-Ride Train Ticket for City Mgr-Meeting Related Transportation	51.25
498	20	6100	Publication of Notices	1319 IL Municipal League	PC - 13874	Job Ad-Plan Coordinator 10/04-10/19/2016	35.00
499	20	6100	Publication of Notices	1319 IL Municipal League	PC - 13860	Job Ad-Building Inspector 10/07-10/19/2016	35.00
500	20	6100	Publication of Notices	6479 Monster Worldwide Inc	PC - 13876	Job Ad-Payroll Accounting Specialist 10/03-11/03/2016	300.00
501	20	6100	Publication of Notices	6480 AIA American Institute of Architects	PC - 13872	Job Ad-Plan Coordinator 10/04-11/04/2016	150.00
502	20	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 13828	cityofdesplaines.org Domain Name Renewal 10/23/2016-10/22/2018	85.97
503	20	6195	Miscellaneous Contractual Services	6010 Constant Contact Inc	PC - 13857	Monthly Subscription to Constant Contact 10/10 to 11/09/2016	5.00
504	20	6195	Miscellaneous Contractual Services	5096 iStock	PC - 13853	Purchase of Illustration Rights 10/11 to 11/10/2016	40.00
505	20	6300	R&M Software	5552 EDC Electronic Directory Corporation	PC - 13818	Electronic Directory Maintenance Renewal 8/27/16-8/26/17	458.00
506	20	6530	Subsidy - Community Outreach	5278 Walmart Neighborhood Market	PC - 13829	2 Util Carts/2 Pkgs of Snacks-Take Charge/Your Health 6-Wk Prog	109.30
507	20	6535	Subsidy - Youth Commission	5411 Dino Jump Western Suburbs	PC - 13889	Balance-Youth Halloween Family Night 10/29/16 Inflatable Course	395.00
508	20	6535	Subsidy - Youth Commission	5411 Dino Jump Western Suburbs	PC - 13890	Deposit-Youth Halloween Family Night 10/29/16 Inflatable Course	50.00

City of Des Plaines
Warrant Register 12/05/2016
Bank of America Credit Card

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
509	20	7000	Office Supplies	4348 Amazon.Com	PC - 13886	Office Supply - One Ink Stamp for "Received" Date on Invoices	8.99
510	20	7200	Other Supplies	4348 Amazon.Com	PC - 13866	Heavy Duty Nylon Zip Ties for IT Use	25.94
511	20	7300	Uniforms	1538 Lands' End Business Outfitters	PC - 13841	(2) Uniform Items with Logo 10/08/2016	106.85
512	20	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 13881	Laptop Mounting Cabinet for City Council Chambers	1,502.16
513	20	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 13882	Laptop Mounting Cabinet for City Council Chambers	(1,502.16)
514	20	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 13823	16 GB Scan Disk Card and USB Cable for CED Department	17.29
515	20	7550	Miscellaneous Expenses	5190 Lopez, Eileen	PC - 13819	Food Expenses for Negotiations 10/27/2016	16.19
516	20	7550	Miscellaneous Expenses	5190 Lopez, Eileen	PC - 13820	Food Expenses - Negotiations 10/27/2016	116.80
517	Total 20 - City Administration						2,421.98
518	30	5325	Training	1440 IGFOA IL Government Finance Officers Assoc	PC - 13850	IGFOA 11/03/2016 Purchasing Webinar - Purchasing Mgr	55.00
519	Total 30 - Finance						55.00
520	40	5320	Conferences	4444 Misc Vendor for Procurement Card	PC - 13830	ICSC Event Parking 10/19/2016	28.00
521	40	5320	Conferences	5054 Global Experience Specialists	PC - 13848	Electrical Hookup for ICSC Booth October 19-20, 2016	205.74
522	40	5320	Conferences	3957 International Council of Shopping Centers - ICSC	PC - 13870	ICSC Conference for 1 Alderman October 19-20, 2016	535.00
523	40	5335	Travel Expenses	4444 Misc Vendor for Procurement Card	PC - 13814	NOAA SARP Pilot Community CMAP Meeting 10/27/2016	39.00
524	Total 40 - Community Development						807.74
525	50	5320	Conferences	4926 American Airlines	PC - 13884	Baggage Fee @ O'Hare Airport 10/02/2016	25.00
526	50	5320	Conferences	5134 CCC Hotel LLC/Doubletree Hotel Chicago Mag Mile	PC - 13878	Lodging for Conference 09/26-10/02/2016-PW/ENG Director	1,358.34
527	50	5325	Training	4444 Misc Vendor for Procurement Card	PC - 13846	Hotel for IPWMAN Training-Street Foreman 10/11/2016	78.40
528	50	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 13826	Ultra Slim TV Wall Mount Brackets for City Hall Lunch Room	45.98
529	50	7110	Natural Gas	4315 Chicago GTI/Clean Energy	PC - 13832	Natural Gasoline 10/18/2016	13.56
530	50	7110	Natural Gas	4315 Chicago GTI/Clean Energy	PC - 13817	Natural Gasoline 10/26/2016	12.35
531	50	7110	Natural Gas	4315 Chicago GTI/Clean Energy	PC - 13852	Natural Gasoline 10/07/2016	14.22
532	50	7110	Natural Gas	4315 Chicago GTI/Clean Energy	PC - 13873	Natural Gasoline 10/03/2016	13.27
533	50	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 13825	Samsung 32 Inch Smart LED TVs for City Hall Lunch Room	444.16
534	Total 50 - Public Works & Engineering						2,005.28

City of Des Plaines
Warrant Register 12/05/2016
Bank of America Credit Card

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
535	60	5325	Training	5448 Holiday Inns	PC - 13858	Credit for Cancelled Hotel Stay for Training 10/06/2016	(100.57)
536	60	7010	Supplies - Community Relations	4633 Walgreens	PC - 13822	Candy for Halloween-Community Relations 10/26/2016	67.42
537	60	7010	Supplies - Community Relations	1037 Des Plaines Enterprises Inc	PC - 13835	Supplies for Coffee with a COP-Community Relations 10/18/2016	30.53
538	60	7015	Supplies - Police Range	4633 Walgreens	PC - 13891	2 Boxes of Q-Tips for Range	9.98
539	60	7200	Other Supplies	1057 Menard Incorporated	PC - 13887	Supplies for Storage Shelves @ Quad Garage-Wire, Beam & Zip Ties	190.39
540	60	7300	Uniforms	1244 Ray O'Herron Company Inc	PC - 13877	Replacement of Damaged Officer Pants	54.99
541	60	7300	Uniforms	1244 Ray O'Herron Company Inc	PC - 13815	Refund for Replacement of Damaged Officer's Pants	(54.99)
542	60	7320	Equipment < \$5,000	1244 Ray O'Herron Company Inc	PC - 13816	1 Pair of Handcuffs for Police Desk	36.99
543	60	7500	Postage & Parcel	1566 UPS Store The	PC - 13868	Shipping Fee-Return Damaged Body Cameras for Repair 10/06/2016	11.17
544	60	7500	Postage & Parcel	1566 UPS Store The	PC - 13838	Postage to Return Ballistic Vest for New Officer 10/17/2016	31.89
545	60	7550	Miscellaneous Expenses	4413 Panera Bread	PC - 13871	Coffee and Bagels for In-Service Training 10/05/2016	27.58
546	60	7550	Miscellaneous Expenses	4413 Panera Bread	PC - 13875	Coffee & Bagels for New Officer Initial Interviews 10/04/2016	25.97
547	60	7550	Miscellaneous Expenses	4413 Panera Bread	PC - 13849	Coffee and Bagels for In-Service Training 10/13/2016	27.58
548	Total 60 - Police Department						358.93
549	65	7550	Miscellaneous Expenses	4630 Allegretti's Stuffed Pizza Inc	PC - 13847	Food For Volunteers- Call Out on 10/13/2016	51.65
550	Total 65 - Emergency Management Agency						51.65
551	70	5320	Conferences	4190 IIT Chicago Kent College of Law	PC - 13836	IL Public Sector Labor Relations Law Conf-1 D/C-12/02/2016	250.00
552	70	5325	Training	5448 Holiday Inns	PC - 13842	Hotel-1 Mechanic-IL Fire Apparatus Mechanic Seminar 10/10-10/14/2016	568.96
553	70	5325	Training	1239 Public Agency Training Council Inc	PC - 13851	Hands-On Electrical Fire & Arson Investigation Class-1 Div Chf-10/11-10/13	295.00
554	70	5325	Training	4360 Paypal	PC - 13844	Fire Alarm Summit Exhibits-1 Div Chief/1 P/T Inspector 11/9/2016	100.00
555	70	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 13855	Fee for Paramedic EMS System License Renewal 10/31/16-10/31/2020	1.00

City of Des Plaines
Warrant Register 12/05/2016
Bank of America Credit Card

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
556	70	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 13856	Fee for Paramedic EMS System License Renewal 10/31/16-10/31/2020	1.00
557	70	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 13862	1 Paramedic EMS System License Renewal 10/31/2016-10/31/2020	40.00
558	70	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 13863	1 Paramedic EMS System License Renewal 10/31/2016-10/31/2020	40.00
559	70	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 13864	1 Paramedic EMS System License Renewal 10/31/2016-10/31/2020	40.00
560	70	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 13865	Fee for Paramedic EMS System License Renewal 10/31/16-10/31/2020	1.00
561	70	7200	Other Supplies	2860 Witmer Public Safety Group	PC - 13843	6 Streamlight Survivor Flashlights	380.53
562	70	7200	Other Supplies	1057 Menard Incorporated	PC - 13839	12 Smoke Alarms	47.88
563	70	7200	Other Supplies	2362 Kmart	PC - 13869	PubEd Supplies-Tape, Gauze Pads, Neosporin, Wrap	61.15
564	70	7300	Uniforms	2860 Witmer Public Safety Group	PC - 13859	Additional Freight Charge for Spanners & Gear Bags	13.99
565	70	7300	Uniforms	2860 Witmer Public Safety Group	PC - 13867	4 Spanner Multi-Tools, 5 FF Gear Bags for New Guys to Academy	499.82
566	70	7550	Miscellaneous Expenses	2318 Jewel Food Store	PC - 13880	Cake for Swearing-In of (5) New Candidates 10/03/2016	36.99
567	70	7550	Miscellaneous Expenses	5288 Dunkin Donuts, Inc	PC - 13885	Coffee for Swearing-In of (5) New Candidates 10/03/2016	35.98
568	70	8010	Furniture & Fixtures	1941 Global Equipment Company	PC - 13840	Mobile Gear Storage Rack Locker for New Candidates Gear	1,168.63
569	Total 70 - Fire Department						3,581.93
570	Total 100 - General Fund						9,336.41
571	Fund: 250 - Grant Projects Fund						
572	00	7200	Other Supplies	6333 Fox Outdoor Products	PC - 13824	15 Universal Red Go Medic Bags	388.50
573	Total 00 - Non Departmental						388.50
574	Total 250 - Grant Projects Fund						388.50
575	Fund: 260 - Asset Seizure Fund						
576	00	7200	Other Supplies	5065 Pet Supplies Plus	PC - 13861	Food for Police Canine 10/08/2016	97.96
577	Total 00 - Non Departmental						97.96
578	Total 260 - Asset Seizure Fund						97.96

City of Des Plaines
Warrant Register 12/05/2016
Bank of America Credit Card

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
579	Fund: 500 - Water/Sewer Fund						
580	00	5325	Training	6437 HalfMoon Education Inc	PC - 13813	Civil Engineer Training - Deep Excavations 12/03/2016	269.00
581	00	7000	Office Supplies	5087 American Society of Civil Engineers	PC - 13831	Two 2017 Bridge Calendars	24.00
582	Total 00 - Non Departmental						293.00
583	Total 500 - Water/Sewer Fund						293.00
584	Fund: 700 - Escrow Fund						
585	N/A	2493	Escrow Projects	4639 Google	PC - 13827	Google AdWords for 2016 Restaurant Week of 10/15-10/21/2016	500.00
586	N/A	2493	Escrow Projects	4639 Google	PC - 13845	Google AdWords for 2016 Restaurant Week of 10/01-10/07/2016	500.00
587	N/A	2493	Escrow Projects	4639 Google	PC - 13837	Google AdWords for 2016 Restaurant Week of 10/08-10/14/2016	500.00
588	Total N/A						1,500.00
589	Total 700 - Escrow Fund						1,500.00
590	GRAND TOTAL					11,615.87	

City of Des Plaines

Warrant Register 12/05/2016

Summary

	<u>Amount</u>	<u>Transfer Date</u>
Automated Accounts Payable	\$ 1,196,192.35 **	12/5/2016
Manual Checks	\$ 14,134.58 **	11/18/2016
Payroll	\$ 1,247,181.20	11/23/2016
RHS Payout	\$ -	
Electronic Transfer Activity:		
Bank of America Credit Card	\$ 11,615.87 **	11/20/2016
Chicago Water Bill ACH	\$ 207,597.08	11/28/2016
Postage Meter Direct Debits	\$ 3,219.17	11/16/2016
Utility Billing Refunds	\$ -	
First Merit Bank Fees	\$ 146.40	11/15/2016
IMRF Payments	\$ -	
FEMA Buyouts	\$ -	
Debt Service	\$ 4,267,695.64	11/29/2016
Employee Medical Trust	\$ 688,038.80	12/1/2016
Total Cash Disbursements:	<u>\$ 7,635,821.09</u>	

* Multiple transfers processed on and/or before date shown

** See attached report

Adopted by the City Council of Des Plaines

This Fifth Day of December 2016

Ayes _____ Nays _____ Absent _____

Gloria J. Ludwig, City Clerk

Matthew J. Bogusz, Mayor



FINANCE DEPARTMENT

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

MEMORANDUM

Date: November 15, 2016
 To: Michael Bartholomew, City Manager
 From: Dorothy Wisniewski, Assistant City Manager/Director of Finance *DW*
 Subject: 2016 Property Tax Levy

Issue: Presented for City Council approval is the 2016 Tax Levy representing a 0.00% increase from the 2015 Tax Levy.

Analysis: Section 18-15 of the Illinois Property Tax Code requires that the City adopt a tax levy ordinance and file it with the County Clerk's office by the last Tuesday in December (Tuesday, December 27 for 2016).

The 2016 Tax Levy is scheduled for first reading on December 5 (in conjunction with the public hearing on the Tax Levy) and second reading on December 19. **However, the County Clerk's office filing deadline of December 27, 2016 remains firm and it is imperative the City Council adopt a tax levy of some amount on the evening of December 19, or the City would be prohibited from levying any property tax.**

2015 Property Tax Extension		2016 Estimated Property Tax Levy			
Fund	Amount	Fund	Amount	+/- %	+/- \$
Corporate Fund	13,984,176	Corporate Fund	12,830,100	-8.25%	-1,154,076
Police Pension Fund	5,150,000	Police Pension Fund	5,250,000	1.94%	100,000
Fire Pension Fund	4,532,000	Fire Pension Fund	4,900,000	8.12%	368,000
Library Board Fund	6,196,929	Library Board Fund	6,016,436	-2.91%	-180,493
ITTA Aggregate Property Tax Extension	29,863,105	ITTA Aggregate Property Tax Levy	28,996,536	-2.90%	-866,569
Debt Service Fund	111,594	Debt Service Fund	103,050	-7.66%	-8,544
Total Property Tax Extension	29,974,699	Total Property Tax Levy	29,099,586	-2.92%	-875,113

The table above depicts a detailed comparison of the 2015 Tax Extension and the 2016 Tax Levy. The 2016 Tax Levy, which includes the general (corporate) fund, police and fire pension funds, public library fund, and bond & interest (debt service) fund, totals \$29,099,586. This represents an increase of \$0, or 0% from the 2015 Tax Levy and a 2.92% decrease over the 2015 Tax Extension.

Recommendation: I recommend the City Council formally adopt the 2016 Property Tax Levy Ordinance.

Attachments:

Attachment 1 – 2016 Tax Levy Ordinance M - 59 - 16

Attachment 2 – 2016 Property Tax Levy Budget Snapshot

CITY OF DES PLAINES

ORDINANCE M - 59 - 16

AN ORDINANCE LEVYING TAXES FOR THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2017 AND ENDING DECEMBER 31, 2017.

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

SECTION 1: That a tax in the sum of \$29,099,586 (Twenty-Nine Million, Ninety Nine Thousand, Five Hundred Eighty Six Dollars) being the total estimated appropriation heretofore legally made, or so much thereof as may be authorized by law, which is to be collected from the 2016 tax year levy for all Corporate purposes of the City of Des Plaines, including but not limited to, the maintenance of the Des Plaines Free Public Library, and Police and Firefighter Pension Funds as appropriated for the fiscal year by the ANNUAL APPROPRIATION ORDINANCE OF THE CITY OF DES PLAINES, duly passed by the City Council of the said City of Des Plaines, be and the same is hereby levied for said purposes against all taxable property in the City of Des Plaines for the fiscal year commencing January 1, 2017 and ending December 31, 2017.

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

<u>Fund</u>	<u>2016 Estimated Appropriations</u>	<u>Estimated Receipts from sources other than Taxation</u>	<u>To be raised by Taxation</u>
General Fund	63,274,473	50,444,373	12,830,100
Police Pension Fund	5,250,000		5,250,000
Fire Pension Fund	4,900,000		4,900,000
Bond & Interest (Debt Service)	103,050		103,050
<u>Public Library Fund</u>	<u>6,523,786</u>	<u>507,350</u>	<u>6,016,436</u>
Total:	80,051,309	50,951,723	29,099,586

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

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

[SIGNATURE PAGE FOLLOWS]

PASSED this _____ day of _____, 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 Tax Levy Ordinance



PROPERTY TAX LEVY (2016 Levy Extended in 2017)

2016 PROPERTY TAX LEVY (Collections to occur in the 2017 Budget)

Purpose	2014 Tax Extension	2015 Tax Extension	2016 Tax Levy	Dollar Change 2015	Percent Change 2015
Corporate	\$14,804,849	\$13,984,176	\$12,830,100	(\$1,154,076)	-8.25%
Police Pension	4,429,000	5,150,000	5,250,000	100,000	1.94%
Firefighter Pension	4,429,000	4,532,000	4,900,000	368,000	8.12%
2007B (2001B Refunding) Fire Sta. Land	114,986	111,594	103,050	(8,544)	-7.66%
Total Debt Service increase/(decrease)	114,986	111,594	103,050	(8,544)	-7.66%
Total City	\$23,777,835	\$23,777,770	\$23,083,150	(\$694,620)	-2.92%
Library	6,259,524	6,196,929	6,016,436	(\$180,493)	-2.91%
Total	30,037,359	29,974,699	29,099,586	(\$875,113)	-2.92%



MEMORANDUM

Date: November 15, 2016

To: Michael G. Bartholomew, City Manager

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

Subject: 2017 Annual Budget Approval

Issue: For the City Council to adopt the 2017 Budget Resolution.

Analysis: The City Council held three budget hearings over the 2017 Proposed Budget document. The first meeting was held on September 29th and the discussion covered the review of the General Fund. The second Budget meeting was held on October 13th to review the Non-General Funds within the Budget document. The final meeting was held on October 26th for additional and final review of the 2017 Budget. Within those discussions, the City Council voted and approved all expenditures, revenues, and the resulting fund balances to support City services and projects.

Additionally, during these meetings, the City Council achieved a consensus on additional changes to be included as part of the 2017 Final Budget document. Following is a financial summary reflecting the result of this process along with a Resolution to adopt the 2017 Budget document.

2017 Budget snapshot: The Fiscal Year 2017 annual budget totals \$175.3M (excluding transfers) or a \$24.6M, 16.35% increase over the 2016 Budget. The vast majority of this increase is due to the projected completion of the second phase of the River Road reconstruction project and the second and third phases of the FEMA buyout project within the Grant Projects Fund.

Principal and interest expenses for the City's outstanding debt for the 2017 fiscal year are budgeted at \$7.2M; of that amount, only \$103.1K is supported by the City's property tax levy. The remaining debt service is paid by the City's Capital Projects fund and the Tax Increment Financing (TIF) funds.

Table 1 below summarizes the final 2017 Budget changes approved by the City Council during the October 26th budget deliberation that were incorporated in the final 2017 Budget numbers. Based on the City Council consensus, the expenditures were increased by \$1.5M with increases to transfers of \$750K. The increase in expenditures is primarily due to \$1M in additional street resurfacing in the Capital Projects Fund; \$250K in additional funding for sidewalk improvements in the Motor Fuel Tax Fund as well as \$94K in an additional canine officer budgeted in the General Fund.

Table 1		
2017 Budget Changes Approved by the City Council		
GL Account	Description	Amount
General Fund		
100-20-210-0000.6015	Communication Services Error	(600)
100-20-240-0000.XXXX	Elimination of FT Event Planner	(89,683)
100-20-240-0000.XXXX	PT Event Planner \$30K wages + taxes	32,355
100-20-260-0000.6535	Youth Commission additional funding	5,000
100-20-260-0000.6545	Social Service Agency	60,000
100-20-260-0000.6530	Community Outreach	10,000
100-60-610-0000.XXXX	Canine Officer	93,718
100-70-710-0000.8015	Oxygen Fill Station	8,750
100-70-710-0000.7320	Ballistic Protection	17,590
100-90-000-0000.6500	History Museum - 1yr only	10,000
Total General		147,130
TIF #1 Fund		
201-00-000-0000.6315	Metra Station West Lobby HVAC - Completed in 2016	(35,000)
201-00-000-0000.8100	Metra Station Accent Lighting - Completed in 2016	(18,000)
Total TIF #1		(53,000)
Capital Projects Fund		
400-00-000-0000.6155	Sidewalk Improvements	250,000
400-00-000-0000.8100	Street Resurfacing	1,000,000
Total Capital Projects		1,250,000
Equipment Replacement Fund		
410-00-000-0000.8015	Budget Request for Sno-Go	135,000
410-70-000-0000.8015	Power Assisted Ambulance Cot	46,676
Total Equipment Replacement		181,676
Total Expenditures		1,525,806

Exhibit A, '2017 Budget at a Glance' summarizes the final figures to date as they pertain to revenues, expenditures, and transfers in/out. Additionally, included for your information is the Fund Balances vs. Financial Policy Requirements chart.

Recommendation: I recommend the City Council adopt the attached resolution approving the 2017 Budget document.

Attachments:

Attachment 1: Resolution R - 185 - 16 - Approving the 2017 Annual Budget

Exhibit A: 2017 Budget at a Glance

Attachment 2: Fund Balances vs. Financial Policy Requirements

CITY OF DES PLAINES

RESOLUTION R - 185 - 16

A RESOLUTION APPROVING THE 2017 ANNUAL BUDGET FOR THE CITY OF DES PLAINES.

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

WHEREAS, the City desires to establish a budget to plan for and help satisfy the operating needs of the City; and

WHEREAS, the City Council met three times in Special Meetings and reviewed and revised the proposed 2017 Annual Budget for the City of Des Plaines; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Des Plaines to adopt the 2017 Annual Budget;

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

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

SECTION 2: ADOPTION OF 2017 ANNUAL BUDGET. The Mayor and City Council hereby approve and adopt the 2017 Annual Budget, a summary of which, titled "2017 Budget at a Glance", is attached to this Resolution as **Exhibit A**.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 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 the City Budget (2017)

**City of Des Plaines
2017 Proposed Budget at a Glance**

Fund Name	1/1/2017	2017		2017		2017	2017	12/31/2017
	Projected Fund Balance (Deficit)	Transfer's In	Budgeted Revenues	Budgeted Expenditures	Transfer's Out	Projected Ending Fund Balance (Deficit)		
General Fund	44,703,953	219,758	61,276,650	63,274,473	4,314,857	38,611,031		
Nonspendable	21,495,172	-	-	-	-	21,694,531		
Assigned	-	-	-	-	-	-		
Unassigned	23,208,781	-	-	-	-	16,916,500		
TIF #1	3,374,243	-	5,072,325	7,554,098	126,000	766,470		
TIF #3	(2,965,826)	-	1,085,945	1,373,637	6,000	(3,259,518)		
TIF #5	133,005	-	114,852	112,639	-	135,218		
TIF #6	(10,293,219)	-	57,205	1,306,286	3,000	(11,545,300)		
TIF #7	(1,566,150)	-	1,000	33,760	44,000	(1,642,910)		
Motor Fuel Tax	441,672	-	1,401,900	1,671,000	-	172,572		
CDBG	-	-	376,218	376,218	-	-		
Grant Projects	(974,251)	824,439	34,132,320	34,956,760	-	(974,252)		
Gaming Tax	20,164,177	-	24,100,000	15,400,000	10,150,000	18,714,177		
Emergency Telephone System	-	2,064,857	690,670	2,755,527	-	-		
Debt Service	454,414	-	103,050	493,340	-	64,124		
Capital Projects	1,501,131	8,650,000	7,346,328	12,996,020	3,763,294	738,145		
Equipment Replacement	4,872,997	1,500,000	140,000	2,491,399	-	4,021,598		
IT Replacement	412,301	250,000	300	250,156	-	412,445		
Water/Sewer	(7,054,633)	4,934,613	14,551,000	18,062,439	-	(5,631,459)		
City-Owned Parking	788,983	-	269,650	182,790	-	875,843		
Metra Parking	120,295	-	75,000	40,000	36,516	118,779		
Risk Management	1,462,559	-	2,981,552	3,525,999	-	918,112		
Health Benefits Fund	4,209,198	-	8,564,353	8,420,914	-	4,352,637		
Total City Funds	59,784,849	18,443,667	162,340,318	175,277,455	18,443,667	46,847,712		

City of Des Plaines

2017 Budget at a Glance

Fund Balance vs. Financial Policy Requirements

Fund Name	Policy Requirement		Fund Balance 1/1/2017	Fund Balance 12/31/2017	2017 Fund Balance %	% over (under) Policy Requirements
	Required %	Required Years				
General Fund	25%	Annual	44,703,953	38,611,031	57.13%	32.13%
Nonspendable	N/A	N/A	21,495,172	21,694,531		
Unassigned	25%	Annual	23,208,781	16,916,500	25.03%	0.03%
TIF #1	N/A	N/A	3,374,243	766,470		
TIF #3	N/A	N/A	(2,965,826)	(3,259,518)		
TIF #5	N/A	N/A	133,005	135,218		
TIF #6	N/A	N/A	(10,293,219)	(11,545,300)		
TIF #7	N/A	N/A	(1,566,150)	(1,642,910)		
Motor Fuel Tax	20%	5 yr. Average	441,672	172,572	10.51%	-9.49%
CDBG	0%	N/A	-	-		
Grant Projects	N/A	N/A	(974,251)	(974,252)		
Gaming Tax	N/A	N/A	20,164,177	18,714,177		
Emergency Telephone	N/A	N/A	-	-		
Debt Service	25%	Annual	454,414	64,124	13.00%	-12.00%
Capital Projects	20%	5 yr. Average	1,501,131	738,145	5.52%	-14.48%
Equipment Replacement	20%	5 yr. Total	4,872,997	4,021,598	30.21%	10.21%
IT Replacement	20%	5 yr. Average	412,301	412,445	98.27%	78.27%
Water/Sewer	20%	Annual	(7,054,633)	(5,631,459)	-31.18%	-51.18%
City-Owned Parking	20%	5 yr. Average	788,983	875,843	304.90%	284.90%
Metra Parking	20%	5 yr. Average	120,295	118,779	172.98%	152.98%
Risk Management	20%	Annual	1,462,559	918,112	26.04%	6.04%
Health Benefits Fund	20%	Annual	4,209,198	4,352,637	51.69%	31.69%



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: November 22, 2016
To: Michael G. Bartholomew, MCP, LEED AP, City Manager
Michael McMahon, Community and Economic Development Director
From: Johanna Bye, AICP, Senior Planner *JB*
CC: Lauren Pruss, AICP, Economic Development Coordinator
Subject: Conditional Use for 1550 S. Mount Prospect Road, 16-072-CU (8th Ward)

Issue: The petitioner is requesting a Conditional Use permit under Section 7.3-6.C of the 1998 City of Des Plaines Zoning Ordinance, as amended, to operate a Food Processing Establishment in the C-3 Zoning District.

Analysis:

Conditional Use Report

Owner: Mohammed Subhani, 1550 S. Mount Prospect Road, Des Plaines, IL 60018
Petitioner: Tim Nguyen, 5014 Broadway Street, Chicago, IL 60640
Case Number: 16-072-CU
Real Estate Index Number: 08-24-403-027-0000
Ward: #8, Michael Charewicz
Existing Zoning: C-3 General Commercial District
Existing Land Use: Commercial
Surrounding Zoning: North: Townhouse Residential
South: General Commercial
East: General Manufacturing

West: General Commercial

Surrounding Land Use: North: Residential
South: Commercial
East: Manufacturing
West: Commercial

Street Classification: S. Mount Prospect Road is an arterial road

Comprehensive Plan: The Comprehensive Plan designates the site Community Commercial

Project Description: The applicant, Tim Nguyen, has requested a Conditional Use Permit to operate a Food Processing Establishment at 1550 S. Mount Prospect Road. The approximately 25,037 square-foot parcel is located on the west side of S. Mount Prospect Road, between Oakton Street to the south and Dover Drive to the north, and currently contains a single-story brick building. The building is proposed to be owner-occupied with a single user. The site is accessed by a single curb cut off of S. Mount Prospect Road and currently has 19 parking spaces, with 1 proposed to be removed for truck ingress and egress from the loading dock in the northwest corner of building.

The petitioner proposes to operate a bakery, cooking kitchen, and meat processing department within the roughly 12,000 square-foot building for the production of Vietnamese pork sausage and mini baguettes. The proposed occupant, 3Le Foods Corporation, would receive pork from the slaughterhouse, use a meat stuffer to create sausages, steam cook the sausages, then chill, package, and ship the final product. The building is currently vacant and was previously used as a retail space. 3Le Foods Corporation would operate Monday-Friday, 6:00 a.m. to 5:00 p.m., and occasionally on Saturdays. Production would take place 6:00 a.m. to 2:30 p.m., with packaging, labeling and shipping taking place between 2:30 p.m. and 3:30 p.m. 3Le Foods Corporation will employ between 6 and 10 employees. A request to waive the traffic study requirement was granted after review by staff based on the proposed site plan and size of the operation.

Standards For Conditional Uses: The Planning and Zoning Board considered the particular facts and circumstances of the conditional use requested in terms of the following standards. The Petitioner has addressed each of these standards in the Zoning Application.

1. The proposed conditional use is in fact a conditional use established within the specific zoning district involved;
2. The proposed conditional use is in accordance with the objectives of the city's comprehensive plan and this title;
3. The proposed conditional use is designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity;
4. The proposed conditional use is not hazardous or disturbing to existing neighboring uses;
5. The proposed conditional use is to be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or the persons or agencies responsible for the establishment of the proposed conditional use shall provide adequately any such services;
6. The proposed conditional use does not create excessive additional requirements at public expense for public facilities and services and not be detrimental to the economic welfare of the community;

7. The proposed conditional use does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors;
8. The proposed conditional use provides vehicular access to the property that does not create an interference with traffic on surrounding public thoroughfares;
9. The proposed conditional use does not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance; and
10. The proposed conditional use complies with all additional regulations in this title specific to the conditional use requested. (Ord. Z-8-98, 9-21-1998)

The Planning and Zoning Board met on November 8, 2016 to consider the Conditional Use. The Petitioner presented the proposed meat processing facility information. One member of the public spoke with concerns about food waste and the potential to attract rodents. The petitioner clarified that he will not process meat daily and that food waste will be picked up every other day. He stated that he has an existing meat processing facility in Chicago and that he has not had an issue with rodents or odors and that he has had no complaints from neighbors regarding this issue. The PZB concurred with the petitioner's plan of operation and should there be any issues, would like waste to be picked up more frequently.

Recommendation: The Planning and Zoning Board *recommended* (7-0) that the City Council *approve* the Conditional Use permit for a food processing establishment in the C-3 General Commercial District.

I recommend approval of the requested Conditional Use based upon the facts and circumstances presented in the staff report.

Pursuant to Section 12-3-4.D (Conditional Uses), the City Council has the authority to approve, approve with modifications, or disapprove the application.

It is requested that this item be placed on the December 5, 2016 City Council meeting agenda.

Attachments:

- Attachment 1: Petitioner's Conditional Use Application
- Attachment 2: Location Map
- Attachment 3: Site and Context Photos
- Attachment 4: Request for Waiver of Traffic Study

Exhibits:

Ordinance Z -31- 16 approving a Conditional Use permit under Section 12-7-3.K of the 1998 City of Des Plaines Zoning Ordinance, as amended, to operate a meat processing facility in the C-3 General Commercial District.

- Exhibit A: Plat of Survey prepared by John M. Henriksen dated June 13, 2012
- Exhibit B: Auto Turn Exhibit prepared by Sam Schwartz Engineering D.P.C. revised October 26, 2016
- Exhibit C: Floor Plan prepared by Petitioner
- Exhibit D: Plan of Operation prepared by Petitioner
- Exhibit E: Site Plan prepared by M2 Real Estate Development Group, LLC
- Exhibit F: Unconditional Agreement and Consent



CONDITIONAL USE APPLICATION

Do not write in this space – Office Use Only

CASE NUMBER: 16-072CU DATE FILED OCTOBER 6, 2016
Address of Conditional Use: 1550 S. Mt. Prospect Rd., Des Plaines, IL.
Fee Paid/Receipt Number: 2016-00103481 Amount: \$ 385 Date: 10/11/16
PDF's are being: Submitted on a CD-ROM OR E-mailed to the Project Manager
Project Manager: TIM NGUYEN
Legal Notice Publication Date: OCTOBER 21, 2016 published in the: Journal & Topics
Scheduled hearing date: NOVEMBER 8, 2016 at 7:30 P.M. in Room 102, City Hall
Action by Zoning Administrator/Zoning Board of Appeals/City Council: _____

A Conditional Use is requested in accordance with the City of Des Plaines Zoning Ordinance Section(s) 12-7-3(F), 3 as amended, to allow the:

FOOD PROCESSING ESTABLISHMENT PER TABLE 3 IN THE C-3 ZONING DISTRICT

on the property described by the attached legal description.

Applicant(s) Name: TIM NGUYEN Signature [Signature]
Telephone: (773) 612-9543 Email: CORNMAN1070@YAHOO.COM
Mailing Address: 5014 N. BROADWAY ST
CHICAGO IL 60640

Property Owner(s) Name: MOHAMMED I. SUBHAN Signature M. I. Subhan
Telephone: 847 372 0410 Email: T. S. IMPER @ A.O.L.COM
Mailing Address: 1550. SOUTH. MOUNT PROSPECT ROAD DESPLAINES
ILLINOIS. 60018

Contact Person: TIM NGUYEN
Telephone: (773) 612-9543 Fax: (773) 561-4405 Email: CORNMAN1070@
Mailing Address: 5014 N. BROADWAY ST CHICAGO IL 60640 YAHOO.COM

Address of Property: 1550 S. MT PROSPECT RD Des Plaines, IL. 60016

Property Index Number: 08-24-403-027-0000

(From tax bill or township assessor's office)

Applicant's interest in the property: sole owner lessee contract purchaser

Other (explain): _____

Present Zoning Classification of Property: OFFICE WHOLESALE

Current Use of Property: C-3 GENERAL COMMERCIAL

Proposed Use of Property: MEAT PROCESSING

Bulk and Scale Evaluation (Please fill out completely):

TRUST INFORMATION

Name(s) of Trust Beneficiary (ies)*

Address (es) of Trust Beneficiary (ies)*

* All applications involving property held by a land trust must be signed by the trust officer of the institution holding the trust as the owner of the property. Additionally, the trust beneficiary and his/her current address must be disclosed on this form. The application must also be accompanied by the following:

- A certified copy of the trust agreement.
- A letter from the trustee certifying that the beneficiary as shown on this application is correct and disclosing any beneficiary changes or lack thereof during the 12 months preceding the filing of this application.



STANDARDS FOR CONDITIONAL USES

The Planning and Zoning Board and the City Council review the particular facts and circumstances of each proposed Conditional Use in terms of the following standards. Because of this, please answer all questions in detail. "Yes" and "No" answers will not be accepted, and if used, may delay your hearing.

- A. Is the proposed conditional use, in fact, a conditional use established within the specific zoning district involved? **(Please explain in detail)**

PLEASE SEE ATTACHMENT

- B. Is the proposed conditional use is in accordance with the objectives of the City's Comprehensive Plan and this Ordinance? **(Please explain in detail)**

PLEASE SEE ATTACHMENT

- C. Is the proposed conditional use designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity? **(Please explain in detail)**

PLEASE SEE ATTACHMENT

- D. Is the proposed conditional use is not hazardous or disturbing to existing neighboring uses? **(Please explain in detail)**

PLEASE SEE ATTACHMENT

E. Is the proposed conditional use to be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, waste and sewer, and schools; or the persons or agencies responsible for the establishment of the proposed conditional use shall provide adequately any such services? **(Please explain in detail)**

PLEASE SEE ATTACHMENT

F. Does the proposed conditional use does create excessive additional requirements at public expense for public facilities and services and not be detrimental to the economic welfare of the community? **(Please explain in detail)**

PLEASE SEE ATTACHMENT

G. Does the proposed conditional use involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors? **(Please explain in detail)**

PLEASE SEE ATTACHMENT

H. Does the proposed conditional use provide vehicular access to the property designed that does not create an interference with traffic on surrounding public thoroughfares? **(Please explain in detail)**

PLEASE SEE ATTACHMENT

I. Does the proposed conditional use result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance? **(Please explain in detail)**

PLEASE SEE ATTACHMENT

J. Does the proposed conditional use comply with all additional regulations in this Ordinance specific to the conditional use requested? **(Please explain in detail)**

PLEASE SEE ATTACHMENT

I hereby certify that all of the above statements and those contained in any papers or plans submitted herewith are true to the best of my knowledge and belief. Furthermore, I consent to the entry in or upon the premises described in the application, by any authorized official of the City of Des Plaines, for the purpose of posting; maintaining, and removing public hearing notices as may be required, and, as well as, conducting site analysis.



(Signature of Applicant or Authorized Agent)

9/23/16

(Date)

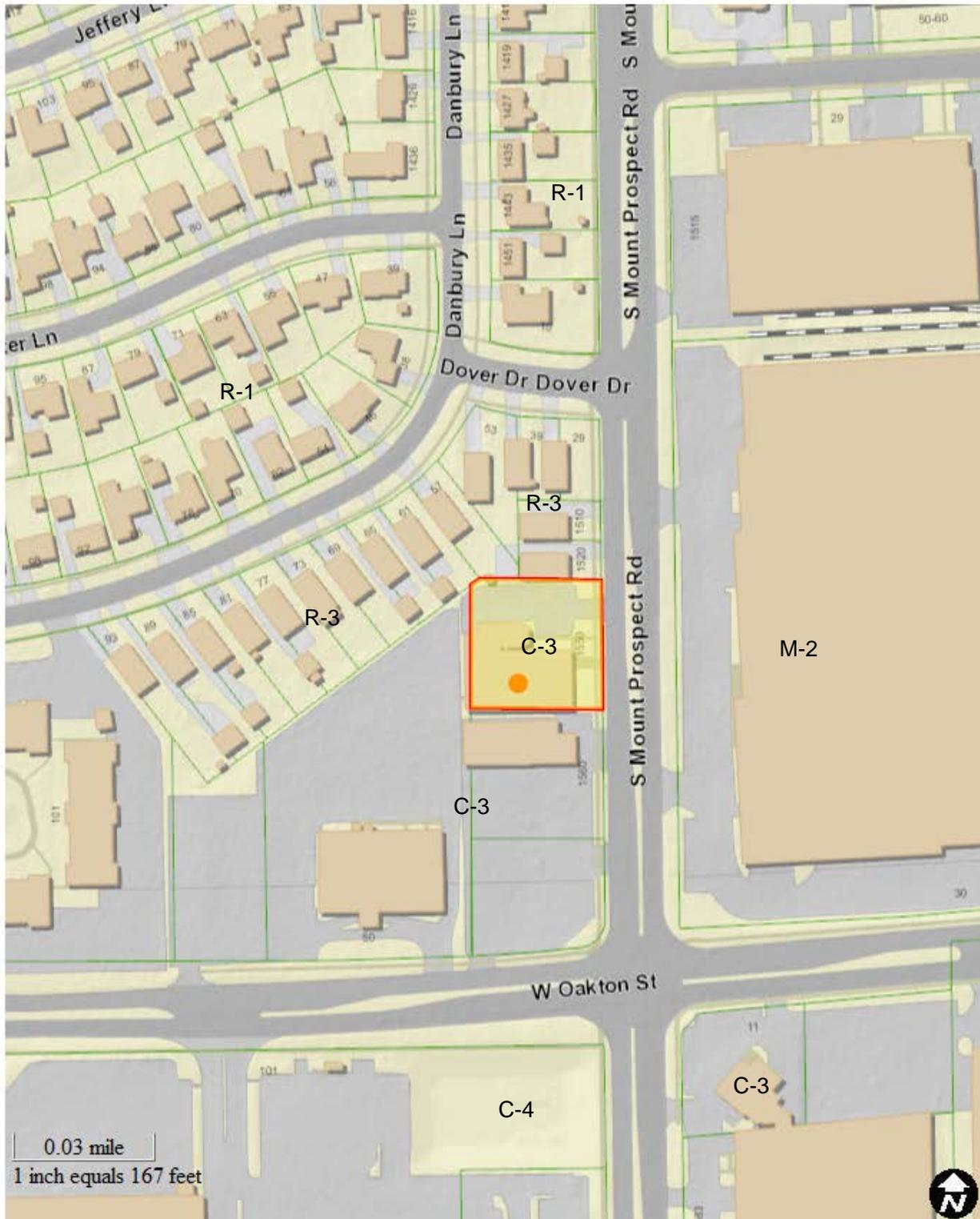
Mohammed. I. Sulokani

(Signature of Owner)

09/23/16

(Date)

- A. Yes, the proposed conditional use is for a meat-packing facility which is an allowed Conditional Use as a 'Food Processing Establishment' under TABLE 3 within the City of Des Plaines' C-3 District (General Commercial District) – 12-7-3.
- B. Yes, the Long Range Plan for this property as identified in the City's Comprehensive Plan calls for Community Commercial which should 'strive to respond to the needs and diversity of the community' while 'enhancing and improving conditions in existing commercial locations'. The current property is vacant and is identified as Commercial-Retail in the Existing Land Use Plan of the Comprehensive Plan. Utilizing an existing vacant building located along the Oakton Street/ Mt. Prospect Road commercial 'node' not only brings vitality to a vacant building but also serves the surrounding neighborhood as well as consumers from outside the city. It also meets #1 of the Policies Guiding Improvement, which is to 'maintain and improve existing commercial areas'.
- C. Yes, the proposed conditional use would occupy an existing 12,000 s.f. vacant building currently located within the City of Des Plaines' commercial area. The building resides among other warehouse facilities in the immediate surrounding area that have similar functions and character.
- D. No, the proposed conditional use is for a meat-packing facility which would be wholly contained within the existing 12,000 s.f. building. No hazardous or disturbing noises, odors, manufacturing functions, fumes or otherwise shall be laden on the neighboring community.
- E. Yes, the proposed conditional use shall occupy an existing 12,000 s.f. vacant building which currently has access to parking, streets, dumpsters and utilities, including electrical, sewer & water. The person responsible shall upgrade or add to those existing utilities as necessary for normal business operation. The existing building is located along Mt. Prospect Road near the Oakton Street intersection and currently has an ingress/egress driveway for emergency vehicles with left/right in and out turning access. In addition, a fire hydrant directly across the street (Mt. Prospect) from the building would allow for FD connection.
- F. No, the proposed conditional use shall utilize the existing facilities currently located on-site or within the existing building. All utilities and likewise to maintain day-to-day business functions are self-contained. Any upgrades or additions shall be at the owner's expense.
- G. No, activities for the proposed conditional use shall be contained within the building and all measures to ensure the safety and general welfare of all persons & property shall be undertaken. No functions shall take place other than normal business employee parking that would cause excessive traffic and no function or processing within the building shall cause excessive noise, odors, smoke, fumes or glare.
- H. Yes, the proposed conditional use would occupy an existing, vacant, 12,000 s.f. building with current direct left & right turn ingress/egress access to S. Mt. Prospect Road.
- I. No, the proposed conditional use would occupy an existing, 12,000 s.f. one-story brick building which is not historically significant. Furthermore, the occupancy of the building and subsequent improvements shall not destroy or damage any natural, scenic or historic feature within or surrounding the structure.
- J. Yes, all additional regulations in this ordinance specific to the requested conditional use shall be complied with including any actions considered appropriate by the Zoning Administrator, Planning & Zoning Board and City Council.



Map created on November 4, 2016.
© 2016 GIS Consortium and MGP Inc. All Rights Reserved.
The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law.
Disclaimer: This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.



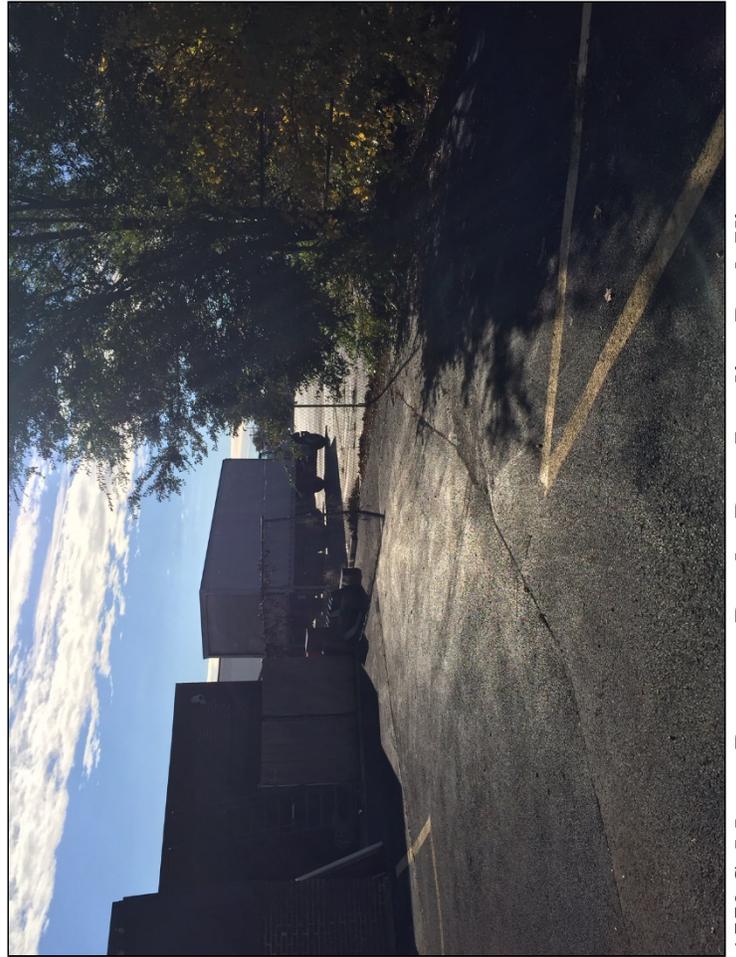
1550 S. Mount Prospect Road – Conditional Use Notice



1550 S. Mount Prospect Road – Parking Lot View



1550 S. Mount Prospect Road – View from Across Mount Prospect Road



1550 S. Mount Prospect Road – Rear Loading Dock View

October 11, 2016

Request For Waiver

Tim Nguyen

Davy Investment Group LLC

5014 N. Broadway St.

Chicago, IL 60640

To whom it may concern,

I would like to request for waiver of traffic study at 1550 S. Mt. Prospect Rd. Please also see drawing that's attached to this letter. If you have any questions please call me at (773)612-9543. Thank you.

Only box trucks (approximately ~~23~~²¹ feet) will be allowed on the property. Absolutely no semi- trucks will be allowed. The drive lane is more than adequate for a box truck and a 2-point turn will be required at the lanes end to the loading dock.



Tim Nguyen

CITY OF DES PLAINES

ORDINANCE Z - 31 - 16

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR A FOOD PROCESSING ESTABLISHMENT ON A SITE IN THE C-3 ZONING DISTRICT AT 1550 S. MOUNT PROSPECT ROAD, DES PLAINES, ILLINOIS. (CASE #16-072-CU).

WHEREAS, Tim Nguyen ("*Petitioner*"), is the lessee of the property commonly known as 1550 S. Mount Prospect Road, Des Plaines, Illinois ("*Subject Property*"); and

WHEREAS, the Subject Property is located in the C-3 General Commercial Zoning District of the City ("*C-3 District*"); and

WHEREAS, the Subject Property is improved with a commercial building ("*Building*"); and

WHEREAS, the Petitioner desires to operate a Food Processing Establishment within the Building on the Subject Property; and

WHEREAS, the operation of a Food Processing Establishment is permitted in the C-3 District only with a conditional use permit; and

WHEREAS, the Petitioner submitted an application to the City of Des Plaines Department of Community and Economic Development ("*Department*") for a conditional use permit to allow the operation of a Food Processing Establishment ("*Conditional Use Permit*") on the Subject Property in accordance with Sections 12-7-3.F.3 and 12-7-3.K of the City of Des Plaines Zoning Ordinance of 1998, as amended ("*Zoning Ordinance*"); and

WHEREAS, the Subject Property is owned by Mohammed Subhani ("*Owner*"), who has consented to the Petitioner's application; and

WHEREAS, the Petitioner's application was referred by the Department to the Planning and Zoning Board of the City of Des Plaines ("*PZB*") within 15 days after receipt thereof; and

WHEREAS, within 90 days after the date of the Petitioner's application a public hearing was held by the PZB on November 8, 2016 pursuant to notice published in the *Des Plaines Journal* on October 21, 2016; and

WHEREAS, notice of the public hearing was mailed to all owners of property located within 300 feet of the Subject Property; and

WHEREAS, during the public hearing, the PZB heard competent testimony and received evidence with respect to how the Petitioner intended to satisfy and comply with the applicable

provisions of the Zoning Ordinance. The PZB filed a written report with the City Council on November 10, 2016, summarizing the testimony and evidence received by the PZB and stating the PZB's recommendation, by a vote of 7-0, to approve the Petitioner's application; and

WHEREAS, the Petitioner made certain representations to the PZB with respect to the proposed conditional use, which representations are hereby found by the City Council to be material and upon which the City Council relies in granting this request for the Conditional Use Permit, subject to certain terms and conditions; and

WHEREAS, the City Council has considered the written report of the PZB, together with the applicable standards for conditional use permits set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated November 4, 2016, including the attachments and exhibits thereto, and has determined that it is in the best interest of the City and the public to grant the Petitioner's application in accordance with the provisions of this Ordinance;

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

SECTION 1. RECITALS. The recitals set forth above are incorporated herein by reference and made a part hereof, the same constituting the factual basis for this Ordinance.

SECTION 2. LEGAL DESCRIPTION OF SUBJECT PROPERTY. The Subject Property is depicted in the Plat, a copy of which is attached to, and by this reference, made a part of, this Ordinance as **Exhibit A**, and legally described as follows:

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 24, BEING 210.0 FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE NORTHWARD ALONG A COURSE BEING PARALLEL WITH THE EAST LINE OF SAID SECTION 24, NORTH 1 DEGREE, 38 MINUTES, 44 SECONDS WEST, A DISTANCE OF 504.02 FEET; THENCE NORTH 52 DEGREES, 10 MINUTES, 0 SECONDS EAST, A DISTANCE OF 18.59 FEET; THENCE EASTWARD ALONG A COURSE BEING PARALLEL WITH THE SOUTH LINE OF SAID SECTION 24, NORTH 88 DEGREES, 20 MINUTES, 34 SECONDS EAST, A DISTANCE OF 195.0 FEET TO A POINT ON THE EAST LINE OF SECTION 24, THENCE SOUTHWARD ALONG THE SAID EAST LINE OF SECTION 24, SOUTH 1 DEGREE 38 MINUTES, 44 SECONDS EAST, A DISTANCE 515.00 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE WESTWARD

ALONG THE SOUTH LINE OF SAID SECTION 24, SOUTH 88 DEGREES, 20 MINUTES, 34 SECONDS WEST, A DISTANCE OF 210.00 FEET TO THE PLACE OF BEGINNING; EXCEPT THEREFROM THE SOUTH 358.00 FEET OF THE EAST 210.00 FEET, AS MEASURED ALONG THE EAST AND SOUTH LINES RESPECTIVELY OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION, ALSO EXCEPTING THEREFROM THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 24, THENCE NORTH ON THE EAST LINE THEREOF, 515.00 FEET FOR A PLACE OF BEGINNING: THENCE WESTERLY ALONG A COURSE BEING PARALLEL WITH THE SOUTH LINE OF SAID SECTION 24, SOUTH 88 DEGREES, 20 MINUTES AND 34 SECONDS WEST, TO THE INTERSECTION WITH A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 24 AFORESAID: THENCE SOUTH ON SAID PARALLEL LINE, TO ITS INTERSECTION WITH A LINE 358 FEET NORTH OF (AS MEASURED ON THE EAST LINE OF SAID SECTION) AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION; THENCE EAST PARALLEL WITH SAID SOUTH LINE TO THE EAST LINE OF SECTION 24 AFORESAID: THENCE NORTH TO THE PLACE OF BEGINNING.

PIN: 08-24-403-027-0000

Commonly known as 1550 S. Mount Prospect Road, Des Plaines, Illinois.

SECTION 3. CONDITIONAL USE PERMIT. Subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 4 of this Ordinance, the City Council grants the Petitioner the Conditional Use Permit to allow the operation of a Food Processing Establishment on the Subject Property. The Conditional Use Permit granted by this Ordinance is consistent with and equivalent to a "special use" as referenced in Section 11-13-25 of the Illinois Municipal Code, 65 ILCS 5/11-13-25.

SECTION 4. CONDITIONS. The Conditional Use Permit granted in Section 3 of this Ordinance shall be, and is hereby, expressly subject to and contingent upon the following conditions, restrictions, limitations, and provisions:

A. Compliance with Law and Regulations. The development, use, operation, and maintenance of the Subject Property, by the Petitioner must comply with all applicable City codes and ordinances, as the same have been or may be amended from time to time, except to the extent specifically provided otherwise in this Ordinance.

B. Compliance with Plans. Except for minor changes and site work approved by the City Director of Community and Economic Development or Director of Public Works and Engineering (for matters within their respective permitting authorities) in accordance with all applicable City standards, the development, use, operation, and maintenance of the Subject Property by the Petitioner must comply with the following plans provided by Petitioner:

1. Auto Turn Exhibit, prepared by Sam Schwartz Engineering D.P.C. consisting of one sheet, with a latest revision date of October 26, 2016, a copy of which are attached to, and by this reference, made a part of, this Ordinance as **Exhibit B**;
2. Floor Plan, prepared by Petitioner consisting of two sheets, submitted to the City on October 23, 2016, a copy of which is attached to, and by this reference, made a part of, this Ordinance as **Exhibit C**;
3. Plan of Operation, prepared by Petitioner consisting of two sheets, submitted to the City on October 23, 2016, a copy of which is attached to, and by this reference, made a part of, this Ordinance as **Exhibit D**; and
4. Site Plan, prepared by M2 Real Estate Development Group, LLC consisting of one sheet, submitted to the City on October 11, 2016, a copy of which is attached to, and by this reference, made a part of, this Ordinance as **Exhibit E**.

SECTION 5. RECORDATION; BINDING EFFECT. A copy of this Ordinance must be recorded in the Office of the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein run with the Subject Property and inure to the benefit of, and are binding upon, the Petitioner and its respective personal representatives, successors, and assigns, including, without limitation, subsequent purchasers of the Subject Property.

SECTION 6. FAILURE TO COMPLY WITH CONDITIONS.

A. Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with, or resists the enforcement of, any of the provisions of this Ordinance shall be fined not less than seventy five dollars (\$75.00) or more than seven hundred and fifty dollars (\$750.00) for each offense. Each and every day that a violation of this Ordinance is allowed to remain in effect shall constitute a complete and separate offense. In addition, the appropriate authorities of the City may take such other action as they deem proper to enforce the terms and conditions of this Ordinance, including, without limitation, an action in equity to compel compliance with its terms. Any person, firm or corporation violating the terms of this Ordinance shall be subject, in addition to the foregoing penalties, to the payment of court costs and reasonable attorneys' fees.

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

any procedural right, provided that the notice and hearing required by Section 12-4-7 of the Zoning Ordinance is provided to the Petitioner.

SECTION 7. EFFECTIVE DATE.

A. This Ordinance shall be in full force and effect only after the occurrence of the following events:

1. its passage and approval by the City Council in the manner provided by law;
2. its publication in pamphlet form in the manner provided by law;
3. the filing with the City Clerk by the Petitioner of an unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance, and demonstrating the Petitioner's consent to its recordation. Said unconditional agreement and consent shall be in substantially the form attached to, and by this reference made a part of, this Ordinance as **Exhibit F**; and
4. at the Petitioner's sole cost and expense, the recordation of this Ordinance together with such exhibits as the City Clerk deems appropriate, with the Office of the Cook County Recorder.

B. In the event that the Petitioner does not file with the City Clerk a fully executed copy of the unconditional agreement and consent referenced in Section 7.A.3 of this Ordinance, within 60 days after the date of passage of this Ordinance by the City Council, the City Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

SECTION 8. SEVERABILITY. If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 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

I, _____, being the owner or other party in interest of the property legally described within this Ordinance, having read a copy of the Ordinance, do hereby accept, concur and agree to develop and use the Subject Property in accordance with the terms of this Ordinance.

Dated: _____

(Signature)

DP-Ordinance Approving a Conditional Use Permit (CUP) for a Food Processing Establishment at 1550 S. Mount Prospect Road



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: November 22, 2016
To: Michael G. Bartholomew, MCP, LEED AP, City Manager
Michael McMahon, Community and Economic Development Director
From: Johanna Bye, AICP, Senior Planner
Cc: Lauren Pruss, AICP, Economic Development Coordinator
Subject: Major Variation for 645 Meadow Drive, 16-068-V (7th Ward) Don Smith

Issue: The petitioner is requesting a Major Variation to Section 12-8-1 of the 1998 City of Des Plaines Zoning Ordinance, as amended, to allow for the construction of two (2) accessory garages for a proposed single-family home and an 896 square-foot detached accessory garage where a maximum of 150 square feet is permitted for a detached accessory structure in the R-1 zoning district.

Variation Report

Address: 645 Meadow Drive
Owners: Mark and Tricia Jöhler, 1038 Woodlawn Avenue, Des Plaines, IL 60016
Petitioner: Mark and Tricia Jöhler, 1038 Woodlawn Avenue, Des Plaines, IL 60016
Case Number: 16-068-V
Real Estate Index Number: 09-07-424-038-0000
Ward: #7, Don Smith
Existing Zoning: R-1 Single-Family Residential District
Existing Land Use: Residential
Surrounding Zoning: North: Single-Family Residential
South: Single-Family Residential

East: Single-Family Residential
West: Single-Family Residential

Surrounding Land Use: North: Residential
South: Residential
East: Residential
West: Residential

Street Classification: Meadow Drive is a local road

Comprehensive Plan: The Comprehensive Plan designates the site Traditional Single Family

Project Description: The approximately 18,220 square-foot lot has 78 feet of frontage on Meadow Drive. The lot is conforming and exceeds both the minimum lot width (55 feet) and lot size (6,875 square feet) required for parcels in the R-1 zoning district. The lot was recently created through a subdivision of 395 N. 8th Avenue and is currently unimproved. The petitioner/property owner has submitted a building permit application for a new, two-story stone and siding residence of approximately 2,500 square feet.

The first variation requested is to allow for the proposed single-family home to have two accessory garages. The petitioner is proposing a detached accessory three-car garage in addition to an attached accessory three-car garage. The second variation requested is to allow a detached garage of 896 square feet, where a maximum of 150 square-feet is permitted, given the proposed attached accessory garage. The applicant states the need for adequate covered, secure parking for the family's car collection as the reason for the two garages.

Recommendation: The Planning and Zoning Board *recommended* (7-0) that the City Council *approve* the major variation to allow for the construction of two (2) accessory garages for a proposed single-family home and an 896 square-foot detached accessory garage where a maximum of 150 square feet is permitted for a detached accessory structure in the R-1 zoning district.

Based on the characteristics of the surrounding homes and neighborhood, I recommended denial of the variation. The Planning and Zoning Board determined that the size of the lot warranted the additional garage space.

Pursuant to Section 12-3-6.G (Major Variations), the City Council has the authority to approve, approve with modifications, or disapprove the application.

It is requested that this item be placed on the December 5, 2016 City Council meeting agenda.

Attachments:

- Attachment 1: Petitioner's Variation Application
- Attachment 2: Location Map
- Attachment 3: Site and Context Photos

Exhibits:

Ordinance Z-32-16 approving a major variation from Section 12-8-1 of the 1998 City of Des Plaines Zoning Ordinance, as amended, to allow for two accessory garages and to construct an 896 square-foot detached garage in addition to an attached garage on the Subject Project.

Exhibit A: Site Plan prepared by Ruben L. Anastacio & Associates, LTD. dated September 16, 2016

Exhibit B: Garage Floor Plan prepared by Ruben L. Anastacio & Associates, LTD. dated September 16, 2016



ZONING VARIATION APPLICATION

Do not write in this space – Office Use Only

CASE NUMBER: 16-028-V DATE FILED October 3, 2016

TYPE OF VARIATION:

Minor Standard Major Sign License Agreement

License Agreement for: Lawn Sprinkler Mailbox Special Paving

Fee Paid/Receipt Number: 2016-001010-13 Amount: \$ 220.00 Date: 10/3/16

Legal Notice Publication Date: October 21, 2016 published in the: Journal Topics

Scheduled hearing date: November 8, 2016 at 7:30 P.M. in Room 102, City Hall

Action by Zoning Administrator/Planning & Zoning Board/City Council: _____

A Variation to Section(s) _____ of the City of Des Plaines Zoning Ordinance (adopted 1998), is requested in conformity with the powers vested in the Zoning Administrator/Planning & Zoning Board/City Council, to permit the Variation on the property legally described as: (See legal description on Plat of Survey supplied by applicant) and commonly known as:

645 Meadow Drive / Johler Farm Subdivision, Des Plaines, Cook County, Illinois.
(Subject property address)

Variation being requested: Detached garage exceeding the 720 Square Foot limit.

Applicant(s) Name: Mark + Tricia Johler Signature [Signature]

Telephone: 847-204-1957 Fax: _____

Mailing Address: 1038 Woodlawn Ave.

Email Address: trex1144@aol.com / Robby@johlerinc.com

RECEIVED
OCT 03 2016 4

BUILDING DEPT.

Property Owner(s) Name: Mark + Tricia Johler Signature [Signature]
Telephone: 847-204-1957 Fax: _____
Mailing Address: 1088 Woodlawn Ave
Email Address: trex1144@aol.com Company Website: _____

Is the Contact Person the: Applicant or Owner

Address of Property: 645 Meadow Drive Des Plaines, IL. 60016

Property Tax Number: TBD - _____ - _____

(From tax bill or Township Assessor's Office)

Applicant's interest in the property: sole owner lessee contract purchaser

other (explain): _____

Present Zoning Classification of Property: Residential

Current Use of Property: Vacant

Proposed Use of Property: New Single-Family Home

TRUST INFORMATION

Name(s) of Trust Beneficiary (ies)*
N/A

Address (es) of Trust Beneficiary (ies)*
N/A

* All applications involving property held by a land trust must be signed by the trust officer of the institution holding the trust as the owner of the property. Additionally, the trust beneficiary and his/her current address must be disclosed on this form. The application must also be accompanied by the following:

- A certified copy of the trust agreement.
- A letter from the trustee certifying that the beneficiary as shown on this application is correct and disclosing any beneficiary changes or lack thereof during the 12 months preceding the filing of this application.

IF YOU ARE FILING A LICENSE AGREEMENT, PLEASE PROCEED TO PAGE 7.

REASONS FOR VARIATION REQUEST

Before answering the following questions, read the Notice to Applicants below.

Notice to Applicants

A Variation is a zoning adjustment, which permits changes of certain zoning requirements where individual properties are unduly burdened by the strict application of the zoning standards. The power to vary is restricted and the degree of variation is limited to the minimum change necessary to overcome hardship of the property.

A Variation recognizes that the same zoning district requirements do not affect all properties equally; the intention of it is to allow changes to properties where there is a hardship to enjoy equal opportunities with similarly zoned properties. You must prove in making your case that special circumstances or unusual conditions affect your property. These must result in uncommon hardship and unequal treatment under the strict application of the Zoning Ordinance. Where hardship conditions extend to other properties, a variation cannot be granted. You must prove that the combination of the Zoning Ordinance and the uncommon conditions of your property prevents you from making any reasonable use of your land as permitted under the current zoning district. No variation may be granted which would adversely affect surrounding property or the general neighborhood. All variations must be in harmony with the intent and purpose of the Zoning Ordinance.

In order for the Zoning Administrator, staff and Planning & Zoning Board to understand your reasons for requesting a variation(s) please answer the following questions completely.

1. What would you describe as the hardship(s) that prevent you from being able to carry out the strict letter of the provisions of the Zoning Ordinance? (Explain in Detail) *In this residence, we plan to raise our children and retire in. We have a collection of cars and we want to protect them and keep them out of public view for aesthetic reasons.*
2. How do the site conditions prevent the reasonable use of your land under the terms of the Zoning Ordinance? (Explain in Detail) *Due to the fact that we will build on nearly a 1/2 acre lot, we believe our requested variation is more reasonable.*
3. To the best of your knowledge, can you affirm that the physical condition of your property was not created by an action of anyone having property interests in the land after the Zoning Ordinance of 1998 was adopted, or as the result of other governmental action, or was created by natural forces:

Yes No

If no, please explain in detail:

4. How would the denial of the variation deprive you from rights enjoyed by other persons subject to the same provisions? (Explain in Detail) Denial of this variation would keep me from enjoying the space I need to enjoy my hobby even more.

5. Is the requested variation the minimum measure of relief necessary to alleviate the alleged hardship or difficulty presented by the strict application of the Zoning Ordinance? (Explain in Detail) NO, if denied, I will follow existing ordinance of 720 sq. ft. I am simply trying to protect my investment and keep the neighbors happy.

6. Will the granting of the variation be in harmony with the neighborhood and the provisions of the Zoning Ordinance from which it is being sought? (Explain in Detail) We believe so. We believe the neighbors would have no objections as they are all in favor of the total development.

I hereby certify that all of the above statements and those contained in any papers or plans submitted herewith are true to the best of my knowledge and belief. Furthermore, I consent to the entry in or upon the premises described in the application, by any authorized official of the City of Des Plaines, for the purpose of posting, maintaining, and removing public hearing notices as may be required, as well as conducting site analysis.

Tracie Johler

9-28-16

(Signature of Applicant or Authorized Agent)

(Date)

(Print Name)

(Signature of Owner)

(Date)

Mark Johler

(Print Name)

645 Meadow Drive - Location Map
(Prior to subdivision of property)



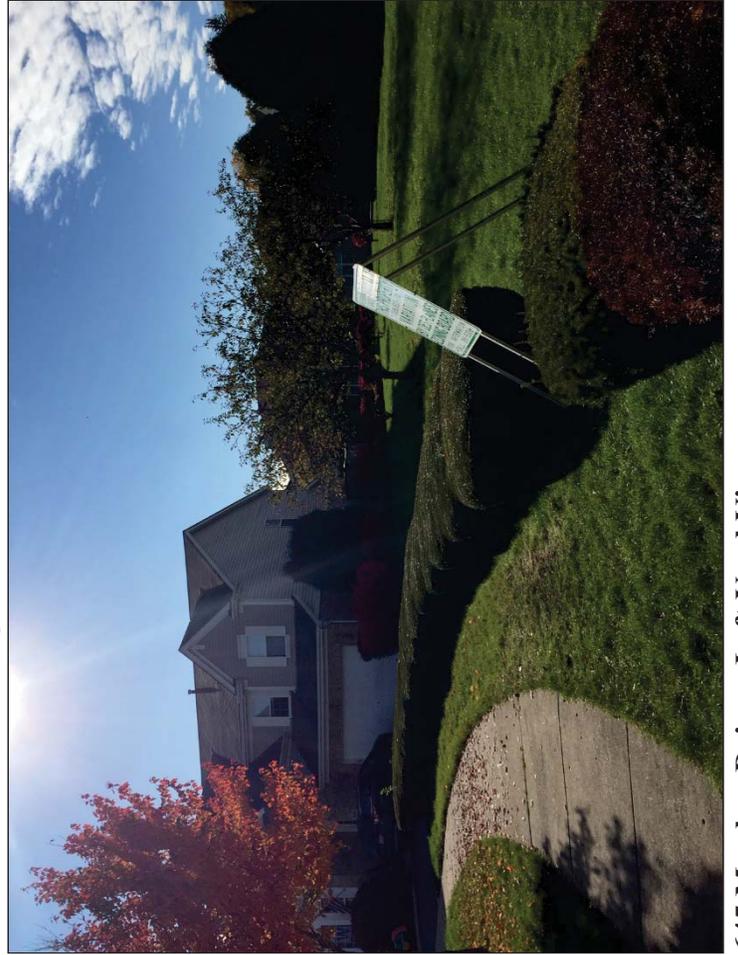
Map created on November 3, 2016.
 © 2016 GIS Consortium and MGP Inc. All Rights Reserved.
 The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law.
 Disclaimer: This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.



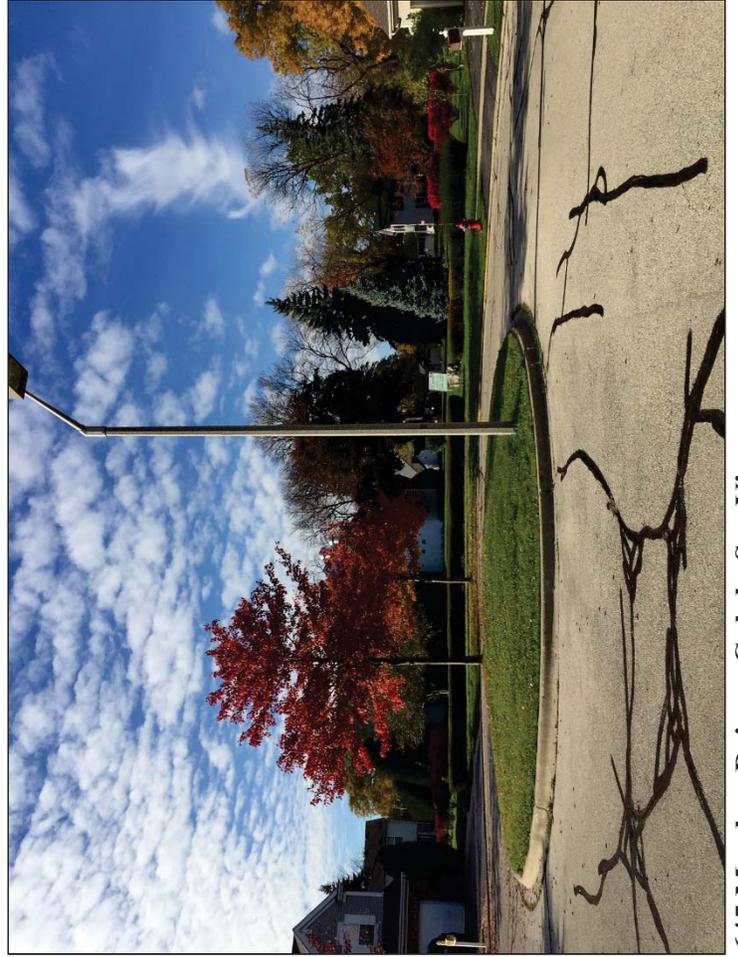
645 Meadow Drive - Right Yard View



645 Meadow Drive - Rear Yard View



645 Meadow Drive - Left Yard View



645 Meadow Drive - Cul-de-Sac View

CITY OF DES PLAINES

ORDINANCE Z - 32 - 16

AN ORDINANCE APPROVING A MAJOR VARIATION FROM SECTION 12-8-1 OF THE CITY OF DES PLAINES ZONING ORDINANCE AT 645 MEADOW DRIVE, DES PLAINES, ILLINOIS (CASE #16-068-V).

WHEREAS, Mark Johler and Tricia Johler (collectively, "***Petitioners***") are the owners of the property commonly known as 645 Meadow Drive, Des Plaines, Illinois ("***Subject Property***"); and

WHEREAS, the Subject Property is located in the R-1 Zoning District of the City ("***R-1 District***"); and

WHEREAS, the Subject Property is currently unimproved, however, Petitioners have submitted a permit application to construct a 2,500 square-foot, two-story residence with an attached garage; and

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

WHEREAS, pursuant to Section 12-8-1.C.3 of the Zoning Ordinance, in the R-1 District, no more than two accessory structures are permitted and no more than one accessory garage is permitted per residential dwelling; and

WHEREAS, pursuant to Section 12-8-1.C.5 of the Zoning Ordinance, in the R-1 District, where a lot contains an attached accessory garage, the permitted area of any second accessory structure is limited to 150 square feet; and

WHEREAS, the Petitioner proposes to construct an 896 square-foot detached garage ("***Proposed Detached Garage***") in addition to an attached garage on the Subject Property, in violation of Sections 12-8-1.C.3 and 12-8-1.C.5 of the Zoning Ordinance; and

WHEREAS, the Petitioner submitted an application for the Proposed Detached Garage to the City of Des Plaines Department of Community and Economic Development ("***Department***") for (i) a major variation from Section 12-8-1.C.3. of the Zoning Ordinance to construct more than one accessory garage; and (ii) a major variation from Section 12-8-1.C.5 of the Zoning Ordinance to construct an 896 square-foot detached accessory garage in addition to an attached garage on the Subject Project (collectively, (i) and (ii) are the "***Variations***"); and

WHEREAS, the Petitioner's application for the Variations was referred by the Department, within 15 days after its receipt, to the Planning and Zoning Board of the City of Des Plaines ("***PZB***"); and

WHEREAS, within 90 days after the date of Petitioner's application, a public hearing was held by the PZB on November 8, 2016, pursuant to publication of notice in the *Des Plaines Journal* on October 21, 2016; and

WHEREAS, notice of the public hearing was mailed to all owners of property located within 300 feet of the Subject Property; and

WHEREAS, during the public hearing, the PZB heard competent testimony and received evidence with respect to the Petitioner's application for the Variations; and

WHEREAS, on November 10, 2016, the PZB filed a written report with the City Council summarizing the testimony received by the PZB and stating that the PZB's motion to recommend approval of the Variations passed by a vote of 7-0; and

WHEREAS, the Petitioner made representations to the PZB with respect to the requested Variations, which representations are hereby found by the City Council to be material and upon which the City Council relies in granting the Variations subject to certain terms and conditions; and

WHEREAS, the City Council has studied the written report of the PZB, the applicable standards set forth in the Zoning Ordinance, and the Staff Memorandum dated November 4, 2016, including its exhibits, which form part of the basis for this Ordinance;

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

SECTION 1. RECITALS. The recitals set forth above are incorporated herein by reference and made a part hereof, the same constituting part of the factual basis for this Ordinance granting the Variations.

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

LOT 2 IN THE JOHLER FARM SUBDIVISION BEING A SUBDIVISION OF LOT 59 IN MOEHLING FARMS SUBDIVISION BEING A RESUBDIVISION OF PART OF LOT 5 IN CONRAD MOEHLING'S SUBDIVISION OF PART OF THE WEST HALF OF FRACTIONAL SECTION 8, AND PART OF THE EAST HALF OF FRACTIONAL SECTION 7 ALL IN TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, IL PURSUANT TO THAT PLAT OF SUBDIVISION RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER ON SEPTEMBER 9, 2016 AS DOCUMENT NUMBER 1625329099.

PIN: 09-07-424-038-0000.

Commonly known as 645 Meadow Drive, Des Plaines, Illinois.

SECTION 3. VARIATIONS. The City Council finds that the Variations satisfy the standards set forth in Section 12-8-1 of the Zoning Ordinance and, pursuant to the City's home rule powers, finds that the Variations are otherwise necessary and appropriate. Subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 4 of this Ordinance, the City Council hereby grants the Variations, as described below for the Subject Property to the Petitioner:

- A. A major variation from Section 12-8-1.C.3. of the Zoning Ordinance to construct more than one accessory garage; and
- B. A major variation from Section 12-8-1.C.5 of the Zoning Ordinance to construct an 896 square-foot detached accessory garage in addition to an attached garage on the Subject Project.

SECTION 4. CONDITIONS. The Variations granted in Section 3 of this Ordinance shall be, and are expressly subject to and contingent upon the conditions, restrictions, and limitations set forth in this Section 4. The development, use, and maintenance of the Subject Property shall be in strict compliance with the following plans, except for minor changes and site work approved by the Director of the Department of Community and Economic Development in accordance with applicable City codes, ordinances, and standards:

- A. The "Site Plan" consisting of one sheet, prepared by Ruben L. Anastacio & Associates, LTD., and dated September 16, 2016, attached to and, by this reference, made part of this Ordinance as **Exhibit A ("Site Plan")**; and
- B. The "Garage Floor Plan" consisting of two sheets, prepared by Ruben L. Anastacio & Associates, LTD., and dated September 16, 2016, attached to and, by this reference, made part of this Ordinance as **Exhibit B ("Garage Floor Plan")**.

SECTION 5. EFFECT. This Ordinance authorizes the use and development of the Subject Property in accordance with the terms and conditions of this Ordinance and shall prevail against other ordinances of the City to the extent that any might conflict. The terms and conditions of this Ordinance shall be binding upon Petitioner, its grantees, assigns and successors in interest to the Subject Property.

SECTION 6. LIMITATIONS. The Variations shall be valid for not more than 12 months prior to the issuance of a building permit and the commencement of construction in accordance with the terms and conditions of this Ordinance. The Zoning Administrator may extend the Variations if the Petitioner requests an extension in accordance with Section 12-3-6.L of the Zoning Ordinance.

SECTION 7. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law; provided, however, that this Ordinance shall not take effect unless and until a true and correct copy of this Ordinance is executed by the Owner of the Subject Property or such other party in interest consenting to and agreeing to be bound by the terms and conditions contained within this Ordinance. Such execution shall take place within 60 days after the passage and approval of this Ordinance or within such extension of time as may be granted by the City Council by motion and delivered directly to the City Clerk.

SECTION 8. SEVERABILITY. If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

[SIGNATURE PAGE FOLLOWS]

PASSED this _____ day of _____, 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

I, _____, being the owner or other party in interest of the property, legally described within this Ordinance, having read a copy of the Ordinance, do hereby accept, concur and agree to develop and use the subject property in accordance with the terms of this Ordinance.

Dated: _____

By its authorized representative (Signature)

DP-Ordinance Approving Major Variation for 645 Meadow Drive (Accessory Structures)



MEMORANDUM

Date: November 14, 2016

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

From: Michael McMahon, Community and Economic Development Director *mm*

Subject: Requested Extension of Approval – Conditional Use and Variation at 1529 Rand Road, Motor Vehicles Sales Operation, Case #15-058-CU-V (1st Ward)

Issue: Conditional Use Case #15-058-CU-V under Section 12-7.3-F-3 and a major variation to Section 12-7-3-1 of the 1998 City of Des Plaines Zoning Ordinance, as amended: to authorize a motor vehicle sales operation, on a site less than 25,000 square feet in the C-3 Zoning District.

Analysis: The City Council granted approval of the subject zoning application on October 19, 2015. Pursuant to Sections 12-3-4.H.1. and 12-3-6.L.1., the City's approval of this request expires after one year unless a building permit is issued and construction is actually begun within that period. The applicant has opened two new locations and has requested a 12 month extension of the approval. The City Council must approve the request to grant the extension of the conditional use and major variation.

Recommendation. I recommend the City Council Approve the request.

Attachments:

- Attachment 1: Extension request from owner Adam Jidd
- Attachment 2: Approved Site Plan and Building Elevations
- Attachment 3: Ordinance Z- 33 -16 Granting an Extension of the Conditional Use Permit and Major Variation

JIDD MOTORS

855 E. Rand Rd..
Des Plaines, IL 60016

Office: 224.250.2222
Fax: 224.250.2220

Date 11-15-16

To Lauren Griffin / City of Des Plaines,

This is the written request to extend the Conditional Use at 1529 Rand Rd.

Our time has been consumed by preparing and opening two other dealerships which has set us a bit behind schedule. We are requesting a one year extension please.

If you need anything more, please give me a call.

Thank you,



Adam Jidd

We Will Ship Your Car Worldwide

www.JIDDMOTORS.com



Demeke Berhanu-Haile Architect / DBH & Associates Architects Inc.
164 Division St Suite 201 / Elgin IL. 60120 / (847) 269-9368

Ted M. Virgilio / Branecki-Virgilio & Associates, Inc.
Consulting Civil Engineers
79 North Broadway / Des Plaines, IL 60016 / Phone: 847-298-4525

Des Plaines BUILDING CODE

- 2012 International Building Code
- 2012 International Residential Code for 1 & 2 Family Dwellings
- 2012 International Mechanical Code
- 2012 International Fuel Gas Code
- 2012 International Fire Code
- 2000 NFPA 101 Life Safety Code
- 2011 National Electrical Code (NFPA 70)
- 2004 State of Illinois Plumbing Code
- 2012 International Property Maintenance Code
- 2012 Illinois Energy Conservation Code

Des Plaines Zoning Parking Requirements

Automotive Sales Lots 1 space for every 200 sq. ft. of gross floor area, plus 1 spaces for every 10-vehicle display spaces.

Total Site area	23,398 SF
Existing Building gross Sf area	8,302 SF
Portion of Building to be demolished	5,874 SF
Portion of Building to be remodeled	2,428 SF

Parking Requirements

Automotive Sales Lots:

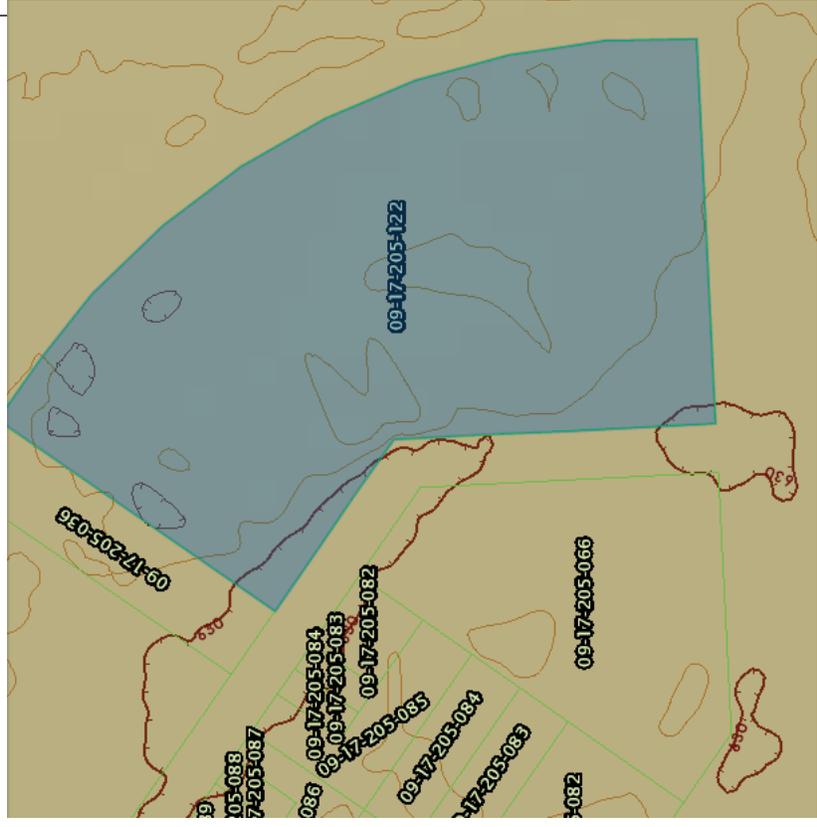
1 space for every 200 sq. ft. of gross floor area, plus 1 space for every 10-vehicle display spaces.

- Customer parking provided (Green) 14 stalls
- Storage Parking provided (Blue) 22 stalls
- Employee Parking provided (Red) 4 stalls

	REVISIONS <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>07/23</td> <td>ISSUE SET</td> </tr> <tr> <td>2</td> <td>08/02</td> <td>REVISED PER COMMENTS</td> </tr> <tr> <td>3</td> <td>08/02</td> <td>REVISED PER COMMENTS</td> </tr> </tbody> </table>	NO.	DATE	DESCRIPTION	1	07/23	ISSUE SET	2	08/02	REVISED PER COMMENTS	3	08/02	REVISED PER COMMENTS	DRAWING NO. 1
		NO.	DATE	DESCRIPTION										
1	07/23	ISSUE SET												
2	08/02	REVISED PER COMMENTS												
3	08/02	REVISED PER COMMENTS												
Project Site: 1529 Rand Rd, Des Plaines, IL 60016	OWNER: Jidd Motors 855 Rand Rd, Des Plaines, IL 60016	SHEET TITLE : 												



Existing Building Aerial View



Satellite Topo imaging

DBIHI

& Associates, Architects Inc.

164 Division St Suite 2017 Elgin IL 60120

Owner:
Jidd Motors
855 Rand Rd,
Des Plaines, IL 60016

Project Site:
1529 Rand Rd,
Des Plaines, IL 60016



NO.	DATE	DESCRIPTION
1	8/9/15	REV #1

Drawn By:	
Scale:	PROJECT NO. 09-2015

SHEET TITLE :

2

DRAWING NO.



DBIHI & Associates, Architects Inc. 164 Division St Suite 2017 Elgin IL - 60120		Owner: Jidd Motors 855 Rand Rd, Des Plaines, IL 60016	Project Site: 1525 Rand Rd, Des Plaines, IL 60016	PERMITS <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>8/27/15</td> <td>Initial Review (1.5)</td> </tr> <tr> <td>2</td> <td>9/24/15</td> <td>Site Plan Review (1.5)</td> </tr> <tr> <td>3</td> <td>9/24/15</td> <td>Site Work Schedule (1.5)</td> </tr> </tbody> </table>	NO.	DATE	DESCRIPTION	1	8/27/15	Initial Review (1.5)	2	9/24/15	Site Plan Review (1.5)	3	9/24/15	Site Work Schedule (1.5)	SHEET TITLE : Site Plan	DRAWING NO. 4
NO.	DATE	DESCRIPTION																
1	8/27/15	Initial Review (1.5)																
2	9/24/15	Site Plan Review (1.5)																
3	9/24/15	Site Work Schedule (1.5)																



DBIHI

& Associates, Architects Inc.

164 Division St Suite 2017 Elgin IL 60120

Owner:
Jidd Motors
855 Rand Rd,
Des Plaines, IL 60016

Project Site:
1525 Rand Rd,
Des Plaines, IL 60016

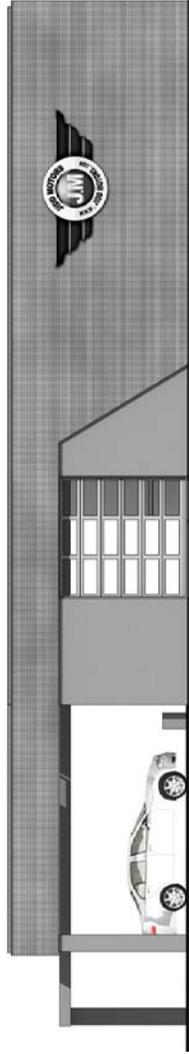


REVISIONS	
NO.	DATE
1	8/27/15
2	8/27/15
3	8/27/15

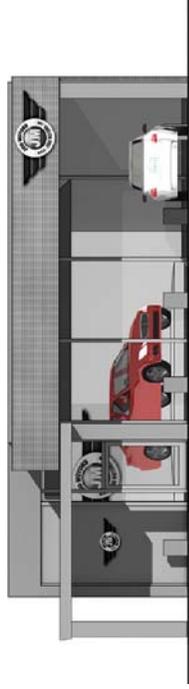
OWNER ID:	SCALE:
PROJECT NO. 09-2015	FILE

SHEET TITLE :
Overview

DRAWING NO.
5



East Elevation



South Elevation

164 Division St Suite 201/ Elgin IL. 60120



North Elevation



West Elevation

No Scale



& Associates, Architects Inc.

164 Division St Suite 201/ Elgin IL. 60120

Owner:
Jidd Motors
1529 Rand Rd,
Des Plaines, IL 60016

Project Site:
1529 Rand Rd,
Des Plaines, IL 60016



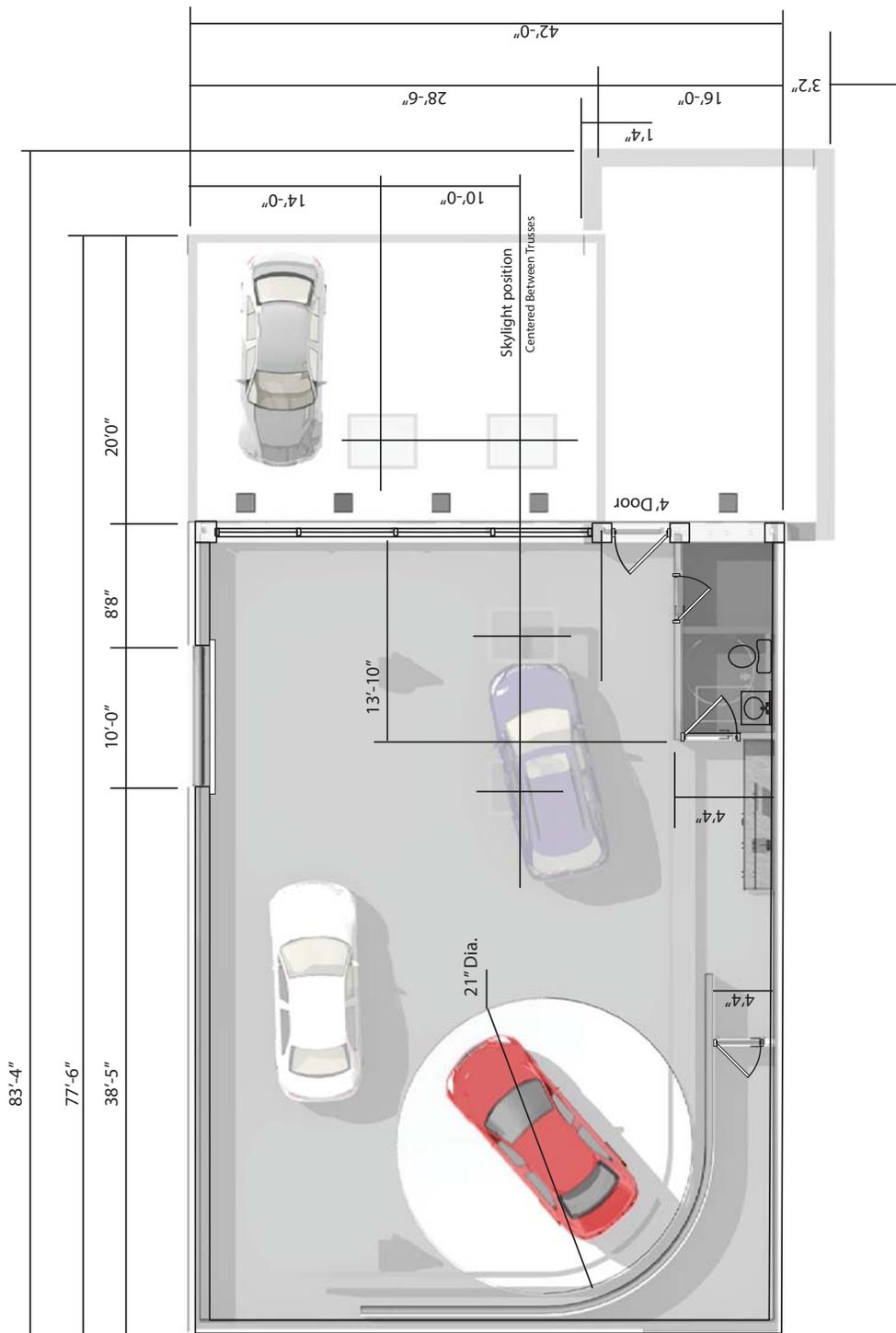
NO.	DATE	REVISION
1	09/15/15	

REVISIONS	DESCRIPTION

OWNER	DATE	PROJECT NO.	FILE

SHEET TITLE :
Elevations

DRAWING NO.
6



DBIHI	& Associates, Architects Inc.	164 Division St Suite 2017 Elgin IL 60120	Owner:	Project Site:	Project Site: 1525 Rand Rd, Des Plaines, IL 60016	North Arrow	REVISIONS	Drawn By:	SHEET TITLE : Floor Plan	DRAWING NO. 7
			Jidd Motors 855 Rand Rd, Des Plaines, IL 60016	1525 Rand Rd, Des Plaines, IL 60016				SCALE:		
			NO.	DATE	DESCRIPTION					
			1	8/9/15	REVISED					



View of South from Lee St

DBIHI

& Associates, Architects Inc.

164 Division St Suite 2017 Elgin IL - 60120

Owner:
Jidd Motors
1528 Rand Rd,
Des Plaines, IL 60016

Project Site:
1528 Rand Rd,
Des Plaines, IL 60016



REVISIONS		OWNER #:
NO.	DATE	DESCRIPTION
1	8/27/15	REVISED PER COMMENTS FROM CLIENT
2	9/10/15	REVISED PER COMMENTS FROM CLIENT
3	9/24/15	REVISED PER COMMENTS FROM CLIENT

OWNER #:	PROJECT NO. 09-2015
SCALE:	FILE

SHEET TITLE :
Rendering

DRAWING NO.
8



View of Southeast Corner



& Associates, Architects Inc.

164 Division St Suite 2017 Elgin IL 60120

Owner:
**Judd Motors
855 Rand Rd,
Des Plaines, IL 60016**

Project Site:
**1528 Rand Rd,
Des Plaines, IL 60016**



REVISIONS	
NO.	DATE
1	8/27/15
2	9/1/15
3	9/04/15

OWNER:	PROJECT NO. 09-2015
SCALE:	FILE

SHEET TITLE :
Rendering

DRAWING NO.
9

CITY OF DES PLAINES

ORDINANCE Z - 33 - 16

**AN ORDINANCE GRANTING AN EXTENSION OF THE
CONDITIONAL USE PERMIT AND MAJOR VARIATION
FOR 1529 RAND ROAD, DES PLAINES.**

WHEREAS, on October 19, 2015, the City Council adopted Ordinance Z-31-15 granting a conditional use permit ("**Conditional Use Permit**") and a major variation ("**Major Variation**") to Jidd Motors, Inc. ("**Petitioner**") for the construction and operation of a motor vehicle sales establishment on a lot of less than 25,000 square feet ("**Project**") in the C-3, General Commercial District on that certain property commonly known as 1529 Rand Road in Des Plaines ("**Subject Property**"), subject to certain terms and conditions; and

WHEREAS, pursuant to Section 12-3-4.H.1 of the City of Des Plaines Zoning Ordinance of 1998, as amended ("**Zoning Ordinance**"), a conditional use permit is valid for only one year prior to the issuance of building permits and the commencement of construction unless the City Council extends the conditional use permit; and

WHEREAS, pursuant to Section 12-3-6.L.1 of the City of Des Plaines Zoning Ordinance of 1998, a variation is valid for only one year unless a building permit is issued and construction is actually begun within that period and is thereafter diligently pursued to completion or unless a certificate of occupancy is issued and a use is commenced within that period; and

WHEREAS, the Petitioner has filed an application for, and the City has approved building permits for the Project; and

WHEREAS, on November 15, 2016, the Petitioner requested an extension of the Conditional Use Permit for the Subject Property through October 19, 2017 ("**Extension Request**"); and

WHEREAS, the Petitioner represents in the Extension Request that it is in the process of obtaining equity funding to move forward with construction of the Project on the Subject Property; and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve the Extension Request for the Conditional Use Permit and Major Variation;

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

SECTION 1: RECITALS. The recitals set forth above are incorporated herein by reference and made a part hereof, the same constituting part of the factual basis for this Ordinance granting the Extension Request.

SECTION 2: LEGAL DESCRIPTION. The Subject Property is legally described as follows:

LOTS THIRTY-SIX (36) TO FORTY-THREE (43), BOTH INCLUSIVE, IN BLOCK EIGHT (8) IN DES PLAINES CENTER, BEING A SUBDIVISION IN SECTION SEVENTEEN (17), TOWNSHIP FORTY-ONE (41) NORTH, RANGE TWELVE (12), EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED APRIL 18, 1927 AS DOCUMENT 9618825 AND FILED IN THE OFFICE OF THE REGISTRAR OF TITLE OF COOK COUNTY, ILLINOIS, ON JUNE 20, 1927 AS DOCUMENT 359251 N COOK COUNTY, ILLINOIS; EXCEPT THAT PORTION TAKEN FOR HIGHWAY PURPOSES CONSISTING OF THOSE PARTS OF LOTS THIRTY-SEVEN (37), THIRTY EIGHT (38), THIRTY-NINE (39), FORTY (40), FORTY-ONE (41) AND FORTY-TWO (42) IN BLOCK EIGHT (8) AFORESAID LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED CURVED LINE, TO WIT: BEGINNING AT A POINT OF CURVATURE IN THE NORTHEASTERLY LINE OF SAID LOT THIRTY-SEVEN (37), (BEING ALSO THE SOUTHWESTERLY LINE OF RAND ROAD AS NOW LOCATED AND ESTABLISHED) DISTANT 1.59 FEET SOUTHEASTERLY OF THE MOST NORTHERLY CORNER THEREOF; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 290.00 FEET, WITH A CENTRAL ANGLE OF 46 DEGREES 30 MINUTES AND TANGENT TO SAID SOUTHWESTERLY LINE OF RAND ROAD A DISTANCE OF 235.36 FEET TO A POINT OF TANGENCY TO THE NORTHEASTERLY LINE OF SAID LOT FORTY-TWO (42) (BEING ALSO THE SOUTHWESTERLY LINE OF LEE STREET AS NOW LOCATED AND ESTABLISHED) DISTANCE 7.40 FEET NORTHWESTERLY TO THE SOUTHEASTERLY CORNER THEREOF AND EXCEPT THAT PART CONVEYED TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION BY DEED RECORDED OCTOBER 15, 1981 AS DOCUMENT NO. 26028596 DESCRIBED AS FOLLOWS: THAT PART OF LOTS 36 TO LOT 43, BOTH INCLUSIVE IN BLOCK 8 IN DES PLAINES CENTER, BEING A SUBDIVISION IN SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 18, 1927 AS DOCUMENT NO. 9618825 IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 36; THENCE SOUTHEASTERLY ALONG THE NORTHEAST LINES OF SAID LOTS 36 AND 37, A DISTANCE OF 26.59 FEET; THENCE SOUTHEASTERLY ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE ALONG A CURVE TO THE RIGHT, TANGENT TO THE LAST

DESCRIBED COURSE, HAVING A RADIUS OF 290.00 FEET, A DISTANCE OF 237.60 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 42, A DISTANCE OF 7.40 FEET NORTHWESTERLY OF THE SOUTHEAST CORNER THEREOF; THENCE SOUTHERLY, ALONG THE EASTERLY LINES OF SAID LOTS 42 AND 43, ALONG A CURVE TO THE RIGHT HAVE A RADIUS OF 239.26 FEET; A DISTANCE OF 32.47 FEET TO THE SOUTHEAST CORNER OF SAID LOT 43; THENCE WESTERLY, ALONG THE SOUTH LINE OF SAID LOT 43, A DISTANCE OF 11.80 FEET THENCE NORTHEASTERLY, A DISTANCE OF 12.79 FEET TO A POINT 4.62 FEET WEST OF THE EAST LINE OF SAID LOT 43 (AS MEASURED RADially); THENCE NORTHERLY, A DISTANCE OF 58.21 FEET TO A POINT 12.92 FEET WEST OF THE EAST LINE OF SAID LOT 41 (AS MEASURED RADially); THENCE NORTHWESTERLY, ALONG A CURVE TO THE LEFT TANGENT TO THE LAST DESCRIBED COURSE HAVING A RADIUS OF 230.00 FEET, A DISTANCE OF 169.19 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWESTERLY, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1614.85 FEET, A DISTANCE OF 51.78 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 36; THENCE NORTHEASTERLY, ALONG THE NORTHWESTERLY LINE OF SAID LOT 36, A DISTANCE OF 7.54 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PINs: 09-17-205-122-0000, 09-17-205-036-0000

Commonly known as 1529 Rand Road, Des Plaines, Illinois

SECTION 3: APPROVAL OF EXTENSION REQUEST. Pursuant to Section 12-3-4.H.1 and 12-3-6.L.1. of the Zoning Ordinance, the City Council hereby approves the Extension Request and extends the Conditional Use Permit and Major Variation, which extension is subject to, and contingent upon, the same terms and conditions applicable to the grant of the Conditional Use Permit and Major Variation.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this _____ day of _____, 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-Ordinance Granting 12 Month Extension for CUP and Major Variation for 1529 Rand Road


 COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: November 14, 2016

To: The Honorable Mayor Matthew Bogus
The Honorable Alderman of the City Council

From: Michael McMahon, Director of Community and Economic Development *mm*

Cc: Vickie Baumann, Secretary / Registration & License Division

Subject: Amending the City Code Regarding Licensing of Solicitors

Issue: At the July 18, 2016 City Council meeting, a resident expressed concerns regarding contractors soliciting homeowners for home repairs and the current requirements to obtain a solicitors license. The issue was referred to the Building Code Committee.

Analysis: City staff began working with Alderman Robinson to review the current code. It was determined by Director of Community and Economic Development Director, Mike McMahon that the current code in its entirety needed to be amended to update and clarify the regulations pertaining to solicitors. One main deficiency identified in the code was that the Police Department does not have any authority to issue citations for improper solicitation. The proposed changes will give the Police Department the authority to issue citations, suspend and revoke licenses. The following are the major proposed changes:

- Authorize the Police Department to issue citations for solicitors that did not obtain a license;
- Limit the duration of each license to a sixty (60) day period;
- Require a solicitor applicant to sign a statement that they understand it is unlawful to solicit at a property that displays a “No Solicitation” sign or to not immediately leave private property after the occupant has asked the solicitor to leave;
- Expand the exceptions to the solicitor ordinance;
- Update the fee schedule to reflect the 60-day license term; and
- Clarify the requirements pertaining to solicitation on public property.

Recommendation: I recommend that the City Council adopt Ordinance M - 58 -16 amending the City Code regarding the licensing of Solicitors.

Attachments:

Attachment 1: Ordinance M - 58 - 16

CITY OF DES PLAINES

ORDINANCE M - 58 - 16

AN ORDINANCE AMENDING THE CODE OF THE CITY OF DES PLAINES REGARDING THE LICENSING OF SOLICITORS.

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

WHEREAS, Chapter 9, titled “Solicitors,” of Title 4, titled “Business Regulations,” of the City Code of the City of Des Plaines (“*City Code*”) sets forth the City’s regulations regarding solicitors, and Chapter 18, titled “Schedule of Fees,” of Title 4, titled “Business Regulations,” of the City Code sets forth the solicitors license fee (collectively, the “*Solicitation Regulations*”); and

WHEREAS, the City desires to update and clarify the Solicitation Regulations; and

WHEREAS, the City Council has determined that it is in the best interest of the City to amend the Solicitation Regulations;

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: DEFINITIONS. Section 1, titled “Definitions,” of Chapter 9, titled “Solicitors,” of Title 4, titled “Business Regulations,” of the City Code is hereby amended to read as follows:

“4-9-1: DEFINITIONS:

The following definitions shall apply in the interpretation and enforcement of this chapter:

APPLICANT: Any person that files an application for a solicitation license as provided for in this ordinance.

CHIEF OF POLICE: The City of Des Plaines Chief of Police or his designee;

PERSON: Any individual, organization, group, association, partnership, joint venture, corporation, trust, or any combination thereof.

PREMISES: Any occupied building or structure, or any separate dwelling unit contained within any occupied building or structure, of any type within the city;

SOLICITATION ACTIVITIES: Practices of solicitors as listed herein; defined further as seeking to sell, offer for sale, sell or deliver, barter, exchange, or obtain a gift, a contribution, a subscription, or any other goods or services, whether for a charitable, political, commercial, or noncommercial organization or purpose, except when the activity is conducted within a building zoned to permit the activity and under the ownership or control of the solicitor; Religious proselytizing or political canvassing are not Solicitation Activities and are not regulated by the provisions of this Chapter.

* * *

SECTION 3: LICENSE REQUIREMENTS. Section 2, titled “License Requirements,” of Chapter 9, titled “Solicitors,” of Title 4, titled “Business Regulations,” of the City Code is hereby amended to read as follows:

“4-9-2: SOLICITATION ON PRIVATE PROPERTY LICENSE REQUIREMENTS:

A. License Required: It shall be unlawful for any solicitor to engage in solicitation activities on private property in the city without first obtaining a license from the city.

B. Application For License: The application for a solicitor's license shall contain all information relevant and necessary to determine whether a particular license may be issued, including, but not limited to:

* * *

6. A statement that the Applicant understands it is unlawful, pursuant to Section 4-9-5(C) and (D), to solicit at a property that displays a “No Solicitation” sign or to not immediately leave private property after the occupant has asked the solicitor to leave.

C. Fees: The Applicant for a license under this chapter shall pay ~~an annual~~ license fee as set forth in section 4-18-1 of this title. ~~There shall be no license fee charged during the month of January.~~ In addition to any other fees assessed in this chapter, a fee per person in the amount set forth in section 4-18-1 of this title shall be paid by the applicant to cover the cost of said background check.

D. Term, Renewal Of License:

1. Term: A solicitation license shall be valid for a period of 60 days ~~one calendar year.~~

2. Renewals: Licenses may be renewed, provided an application for renewal and license fees are received by the city no later than the expiration date of the current license. Applications received after that date shall be processed as new applications. The director of community and economic development shall review each application for renewal to determine that the applicant is in full compliance with the provisions of this chapter. If the director of community and economic development finds that the application meets such requirements, the director shall issue a new license.”

SECTION 4: EXCEPTIONS. Section 3, titled “Exceptions,” of Chapter 9, titled “Solicitors,” of Title 4, titled “Business Regulations,” of the City Code is hereby amended to read as follows:

“4-9-3: EXCEPTIONS:

A. Minors under the age of eighteen (18) who participate in school sponsored solicitation activities are exempt from the licensing and bonding requirements of this chapter except when they are acting as agents of adults covered by this chapter.

B. All governmental bodies, including agencies, departments, and political subdivisions of the State of Illinois or the United States of America that are soliciting for governmental purposes or the betterment of the community as a whole.

C. Members or representatives of a not-for-profit organization or recognized community organization with a current Des Plaines business registration certificate must comply with the requirements of this Section, except for they are exempt from the licensing fee requirements set forth in 4-9-2 (C).

All such exempted organization representatives shall respect and honor any “No Solicitor” notifications that are posted upon the properties within the City of Des Plaines.”

SECTION 5: LICENSES AND IDENTIFICATION BADGES. Section 4, titled “Licenses and Identification Badges,” of Chapter 9, titled “Solicitors,” of Title 4, titled “Business Regulations,” of the City Code is hereby amended to read as follows:

“4-9-4: LICENSES AND IDENTIFICATION BADGES:

* * *

B. In addition to carrying the license, a photo identification card issued by the solicitor's company must be prominently displayed when soliciting. **The photo identification card must include a current photo of the individual solicitor, the**

name of the individual solicitor, and the name of the company or organization that the solicitor represents.

C. A license shall be used only by the person to whom it is issued and may not be transferred to any other person.”

SECTION 6: REGULATIONS. Section 5, titled “Regulations,” of Chapter 9, titled “Solicitors,” of Title 4, titled “Business Regulations,” of the City Code is hereby amended to read as follows:

“4-9-5: REGULATIONS:

The following regulations apply to solicitors engaged in solicitation activities in the city:

A. Solicitors shall be allowed to conduct solicitation activities only between the hours of nine o'clock (9:00) A.M. and nine o'clock (9:00) P.M. Monday through Saturday. No soliciting is permitted on Sundays or legal holidays.

B. No solicitor shall engage in solicitation activities regulated under this chapter on public property without first procuring special authorization from corporate authority of the city or their designee.

C. No ~~person~~ **solicitor** shall **conduct solicitation activities** ~~engage in business as a solicitor~~ in defiance of any notice exhibited by a residence or business indicating that solicitors are not welcome or not invited. (Ord. M-19-13, 10-7-2013) **Such notice shall be displayed within a three foot radius of the front entry door of the premises and shall state legibly “No Solicitation” or any other such notice that would inform a reasonable person that solicitors are not welcome to solicit at the premises.**

D. Solicitors shall immediately leave a premises upon receiving a request to leave or cease conducting solicitation from anyone present at the premises.

E. It shall be unlawful for any solicitor to cheat, deceive or fraudulently misrepresent any product or the price thereof, whether through himself or through an employee, or to barter, sell or peddle any goods, merchandise or wares other than those specified in his license application.”

SECTION 7: SUSPENSION OR REVOCATION OF LICENSE. Section 7, titled “Suspension or Revocation of License,” of Chapter 9, titled “Solicitors,” of Title 4, titled “Business Regulations,” of the City Code is hereby amended to read as follows:

“4-9-7: SUSPENSION OR REVOCATION OF LICENSE:

A. Any license issued may be suspended or revoked for any of the following reasons:

* * *

4. Conducting solicitation activities in such a manner as to create a public nuisance or constitute a danger to the public health, safety or welfare;

5. The Chief of Police may, at his discretion, automatically suspend a solicitation license upon the issuance of a citation for any violation of the city’s ordinances to any one representative of a licensed person, pending the adjudication of the citation.

* * *

SECTION 8: DENIALS AND APPEALS. Section 8, titled “Appeals,” of Chapter 9, titled “Solicitors,” of Title 4, titled “Business Regulations,” of the City Code is hereby amended to read as follows:

“4-9-8: DENIALS AND APPEALS:

A. An application for a solicitation license may be denied if the applicant or any individual listed as a solicitor on the application was found to have violated any city ordinance or had a judgment filed against it in part or by another recognized agency within 24 months of the application date.

B. Persons who are denied licenses or whose licenses have been suspended or revoked may appeal such decision in accordance with the procedures set forth in section 4-2-12 of this title.”

SECTION 9: PENALTY. Section 9, titled “Penalty,” of Chapter 9, titled “Solicitors,” of Title 4, titled “Business Regulations,” of the City Code is hereby amended to read as follows:

“4-9-9: PENALTY:

Any person violating any of the provisions of this chapter shall, upon conviction thereof, be subject to a fine as provided in the general penalty in section 1-4-1 of this code for each offense.

Any person violating Sections 4-9-5(C) or (D) of this chapter may be charged with criminal trespass to real property, a class B misdemeanor. (720 ILCS 5/21-3)”

SECTION 10: SOLICITATION ON PUBLIC PROPERTY. Chapter 9, titled “Solicitors,” of Title 4, titled “Business Regulations,” of the City Code is hereby amended to add the new Subsection 9-10, which hereafter will read as follows:

“4-9-10: SOLICITATION ON PUBLIC PROPERTY

A. A person may conduct solicitation activities on public property or public streets only with advance written permission from the corporate authorities.

B. Requests for permission to conduct solicitation activities on public property or public streets shall be made in writing prior to the requested date(s) and shall contain the following:

1. The name, address, telephone number of the person applying for permission;
2. The name, telephone number, email address of the representative of the organization on whose behalf the solicitation activities are being conducted;
3. The names, telephone numbers, and State IDs of each individual solicitor who will be conducting the solicitation activities;
3. The intersection or location where the solicitation activities will be conducted;
4. Dates and times of the proposed solicitation activities;
5. A description of the solicitation activity in which the person is engaged;
6. An agreement to indemnify and hold the city, its officials, officers, employees and agents harmless from any claims arising from solicitation on public property or public streets in a form approved by the city attorney.

C. Regulations:

1. Each solicitor must carry the written permission from the city with them at all times while conducting solicitation activities;
2. Solicitation on a public street shall be allowed only at intersections where all traffic is required to come to a full stop;
3. Any individual engaged in the act of solicitation on public property or public streets must wear a high visibility vest;
4. In case of an emergency, a dangerous or potentially dangerous situation, or when the conduct of any solicitor has been deemed detrimental to the safety, welfare or best interest of the city or

public, the Chief of Police shall have the authority to suspend or revoke the permission for such period of time as deemed necessary under the circumstances.”

SECTION 11: 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 to read as follows:

“4-18-1: FEE SCHEDULE:

Section	Fee Description	Number	Term	Fee
		*	*	*
Chapter 9	Solicitors			
4-9-2(C)	Solicitor License fee		Annual <u>Per occurrence (60 days)</u>	\$50.00”

SECTION 12: 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 13: 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.~~

DP-Ordinance Amending the City Code re_ Solicitation License Final

#48731025_v2



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

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 Section 12-3-5.B of the Zoning Code,
Case #16-071-TA

Issue: This City initiated Text Amendment is proposed to allow the use of Planned Unit Developments 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:

The City Zoning Ordinance provides the following purpose for the provisions that permit Planned Unit Developments:

1. A maximum choice in the types of environment available to the public by allowing a development that would not be possible under the strict application of the other sections of this title;
2. Permanent preservation of common open space and recreation areas and facilities;
3. A pattern of development to preserve natural vegetation, topographic and geologic features;
4. A creative approach to the use of land and related physical facilities that results in better development and design and the construction of aesthetic amenities;
5. An efficient use of the land resulting in more economic networks of utilities, streets and other facilities; and
6. A land use which promotes the public health, safety, and general welfare.

In reviewing these provisions in response to several recent development inquiries, it became apparent to staff that a planned unit development is not permitted in the R-1 zone. This has the impact of not permitting any future development to incorporate single family detached units. 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. As such, staff felt it reasonable to amend the code to provide for planned developments in the R-1 zone.

A Text 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)

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;

Permitting planned unit developments in the R-1 zone will ensure that developers have maximum flexibility and choice in housing types when planning for new development in the City. Given that much of the City is developed with single family detached units, this amendment will make it possible for additional detached units to be built.

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-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 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	<p>Electronic message boards shall not exceed 5030 percent of the total sign area, or 32 square feet, whichever is less.</p> <p>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.</p> <p>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.</p>
---------------------------	--

<ol style="list-style-type: none">1. Institutional district is exempt from this standard.2. LED illumination of the numerical pricing component of gasoline station signs are exempt from this standard.
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 - 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	R-1	R-2	R-3	R-4
Planned Developments	<u>C</u>	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