

CALL TO ORDER**REGULAR SESSION****PUBLIC COMMENT**

(matters not on the agenda)

MAYORAL ANNOUNCEMENTS/COMMENTS**ALDERMEN ANNOUNCEMENTS/COMMENTS****CITY CLERK ANNOUNCEMENTS/COMMENTS****MANAGER'S REPORT****CITY ATTORNEY/GENERAL COUNSEL REPORT****CONSENT AGENDA**

1. **Resolution R-166-26** Approving Task Order #3 with Trotter and Associates, St. Charles, Illinois in the Amount of \$169,700. Funding Source - Water/Professional Services.
2. **Resolution R-167-26** Adopting the Community Development Block Grant (CDBG) Program Year 2026 (PY2026) Annual Action Plan.
3. **Resolution R-168-26** Awarding the Bid for the Core and Shell Restaurant Package Project to Paul Borg Construction Company in the Amount of \$10,970,565. Funded by 2026 and 20276 Facilities Replacement Fund.
4. **Resolution R-174-26** Approving a License Agreement Between the City of Des Plaines and SummitIG, LLC. for Installation of Fiber Optic Cable in City Rights-of-Way.
5. **SECOND READING — ORDINANCE Z-15-25** Consideration of an Ordinance Approving a Conditional Use for Livery Service at 301 West Oakton Street.
6. Minutes/Regular Meeting - July 6, 2026

UNFINISHED BUSINESS**NEW BUSINESS**

1. FINANCE & ADMINISTRATION, — Alderman Dick Sayad, Chair
 - a. Warrant Register in the amount of \$4,165,377.70 — **RESOLUTION R-169-26**
2. COMMUNITY DEVELOPMENT — Alderman Colt Moylan, Chair

- a. Consideration of a Resolution Supporting a Cook County Class 6b Real Estate Tax Incentive for Midwest RE Acquisitions, LLC at 1666 East Touhy Avenue
- b. Consideration of a Resolution Approving a Business Assistance Grant for The Foxtail on the Lake at 1177 Howard Avenue

OTHER MAYOR/ALDERMEN COMMENTS FOR THE GOOD OF THE ORDER

ADJOURNMENT

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

Persons with disabilities who require certain accommodations in order to observe or participate in a public meeting or have questions about the accessibility of the public meeting should contact the ADA Coordinator at least 48 hours (or two business days) in advance of the scheduled meeting. The ADA Coordinator can be reached in person at 1420 Miner St., Des Plaines, IL; by telephone at (847)391-5486; or by email at hr@desplainesil.gov.

Notices of this meeting were posted in accordance with the requirements of 5 ILCS 120/1 et. Seq. (Open Meetings Act).



**PUBLIC WORKS & ENGINEERING
DEPARTMENT**

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

MEMORANDUM

Date: July 20, 2026
To: Dorothy Wisniewski, City Manager
From: David Schilf, Superintendent (Water)
Tim Watkins, Director of Public Works & Engineering
Tom Bueser, Assistant Director of Public Works
Subject: Trotter & Associates, Inc, Task Order #3 Water System Master System Plan

Issue: For City Council to consider approval of Task Order #3 with Trotter and Associates to provide a water system master plan and approve Resolution R-166-26.

Analysis: The 2026 Water System Master Plan is intended to provide a thorough understanding of the existing Water System and evaluate the feasibility of various short and long-term alternative operations. The Master Plan will also provide a Capital Improvements Plan for infrastructure replacement over various service lives (e.g. 20, 50, 75-year replacement programs) to determine required annual funding levels. The intent of the final document is to provide a roadmap for the City water system to prioritize improvements and identify necessary funding.

The City has a Master Consultant Agreement with Trotter and Associates and they have provided a proposal to perform this update. The update includes general background, community needs, distribution system evaluation, supply, storage and treatment evaluation, review and analysis of alternatives, and a summary and capital improvements plan. Their proposal is in the amount of \$169,700.00.

Recommendation: We recommend approval of Task Order #3 with Trotter and Associates, 40W201 Wasco Rd., Suite D St. Charles, IL 60175 in the amount of \$169,700.00. Funding source will be Water Fund, Professional Services, 500-00-580-0000.6000.

Attachments:

Resolution R-166-26

1. Exhibit A - Task Order #3

CITY OF DES PLAINES

RESOLUTION R-166-26

**A RESOLUTION APPROVING TASK ORDER NO. 3
WITH TROTTER AND ASSOCIATES, INC. FOR A
WATER SYSTEM STUDY UPDATE.**

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

WHEREAS, on December 1, 2025, the City Council approved Resolution R-234-25, which authorized the City to enter into a master contract ("**Master Contract**") with Trotter and Associates, Inc. ("**Contractor**") to perform certain engineering services for the City as such services are needed over time; and

WHEREAS, the City is in need of an update to the City's water system model, which includes addressing EPA compliance items, flow testing, recalibration, and review of future water system improvements ("**Services**"); and

WHEREAS, City staff requested that Contractor provide a proposal to perform the Services; and

WHEREAS, Contractor submitted a proposal for the Services in the not-to-exceed amount of \$169,700 ("**Task Order No. 3**"); and

WHEREAS, sufficient funds have been appropriated in the Water Fund for the procurement of the Services; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into Task Order No. 3 with Contractor; and

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

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

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

SECTION 3: AUTHORIZATION TO EXECUTE TASK ORDER NO. 3. The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, final Task Order No. 3.

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED this _____ day of _____, 2026

APPROVED this _____ day of _____, 2026

VOTE: AYES ____ NAYES ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M Friedman, General Counsel

ATTACHMENT A

TASK ORDER NO. 03

In accordance with Section 1.2 of the Master Contract dated January 1, 2026 between the City of Des Plaines (the “City”) and Trotter & Associates, Inc. (the “Consultant”), the Parties agree to the following Task Order Number 03:

1. Contracted Services:

The 2026 Water System Master Plan is intended to provide a thorough understanding of the existing Water System, and evaluate the feasibility of various short- and long-term alternative operations. The Master Plan will also provide a Capital Improvements Plan for infrastructure replacement over various service lives (e.g. 20, 50, 75-year replacement programs) to determine required annual funding levels. The intent of the final document is to provide a roadmap for the City water system to prioritize improvements and identify necessary funding. The Plan will build upon the ‘2020 Water System Study Update’, and update/expand to a full Water System Master Plan.

Section #1 – General Background

- 1.1. Review available documentation and historical records to understand and memorialize the water system expansion over time. This will include systems and utilities historically annexed into the City service area.
- 1.2. Document the existing total and usable storage and pumping capacity of each pump station and elevated towers in the system.
- 1.3. Document the historical water purchased through City of Chicago and Northwest Water Commission.
- 1.4. Identify the average daily demand, maximum day demand, and peak hourly demands from this historical data.
- 1.5. Summarize the City’s goals, challenges, concepts, requirements and objectives.

Section #2 – Community Needs

- 2.1. Review water billing and metering data to estimate current population and water usage. Identify both residential and non-residential demands to determine current per-capita usage and PE for both customer classes.
- 2.2. Utilize the Chicago Metropolitan Agency for Planning (CMAP) and American Community Survey (ACS) to project growth within the service area over 5-, 10- and 20-year planning periods.
- 2.3. Utilize population and water projections to estimate water demands over the 20-year planning period. Utilize this data to estimate water requirements from NWC.
- 2.4. Evaluate the additional water demand of potential future service areas including other neighboring systems.
- 2.5. Summarize and document the projections and back-up information.

Section #3 – Distribution System Evaluation

- 3.1. Based on the historical records review of scope Item #1.1, assist the City with identifying any abandoned main, interconnections, or other deviations from current water system mapping.
 - 3.1.1. This will aid in determining where and why existing utilities are run in the manner they are and can be utilized in determining which utilities are critical and which may be redundant.
 - 3.1.2. This effort will utilize current GIS (Trimble/Cityworks) as well as water system atlases (CAD and/or paper) and available record drawings.
- 3.2. Update the hydraulic model of the City's water distribution system utilizing Bentley's WaterGEMS based on any modifications to current mapping identified above.
 - 3.2.1. Update system demands within WaterGEMS based on the water billing/usage data identified in scope Item #2.1.
- 3.3. Provide an evaluation of the distribution system, including a review of water main age, size, material, and break history. Create exhibits depicting each of these criteria as well as tabular listing of these main by age/size/material.
- 3.4. Based on an inventory of distribution system assets (main by size, quantity of valves and hydrants), estimate the total value of the distribution system.
 - 3.4.1. Estimate the anticipated replacement cost (including labor costs) of each inventory item to derive a total replacement value for the distribution system.
 - 3.4.2. Based on the replacement value, determine annual funding levels necessary for replacement of the system over various periods (e.g. 20-year, 50-year, 75-year).
- 3.5. Review the most recently completed LMO-2 document as well as available water purchase, meter, and billing data to analyze current estimated non-revenue water (NRW). Gain concurrence with staff as to the accuracy of the NRW and estimate the financial impact of this component in order to prioritize improvements.

Section #4 - Supply, Storage and Treatment Evaluation

- 4.1. Perform on-site walk-through of the existing pump stations and water towers to identify capabilities, strengths, and limitations with the staff responsible for routine maintenance. Document existing conditions and deficiencies.
- 4.2. Document the current system operation, specifically as it pertains to pump sequencing at the Pump Stations and hydraulic bounce/altitude valve/pumping at tower sites.
- 4.3. Review and document remaining service life of existing infrastructure through a Condition Assessment table for major equipment. The table shall include the date of equipment installation, service life, projected replacement year, and replacement cost.
- 4.4. Identify through discussions with staff mechanical failures, hydraulic deficiencies, and operational issues. Document these issues within this Section #4.
- 4.5. Review the capacity of the pumping systems and storage (ground and elevated) as it relates to current and future water demands. Identify whether pumping or storage capacities would be exceeded in future demands scenarios.

Section #5 – Review and Analysis of Alternatives

- 5.1. Develop an optimal water conveyance layout based on current supply and demands throughout the system. This evaluation will be based on the updated hydraulic model and professional judgement to identify operating schemes and ideal water main sizing for long-term distribution system improvements.
 - 5.1.1. The location and elevation of the existing water towers will be reviewed to determine whether future elevated storage would support the system better at different locations and/or elevations. Impacts to static pressures and fire flows will be reviewed if long-term modifications are recommended.
 - 5.1.2. This analysis will identify recommended water main extensions, abandonments, interconnects, or upsizing to achieve optimal distribution.
- 5.2. Evaluate future water supply and distribution alternatives to determine necessary upgrades for each scenario. Hold a work session with City staff to discuss each alternative to determine a preferred path, and develop cost estimates and layouts for the selected alternatives. Scenarios identified are as follows:
 - 5.2.1. Full supply of water from the Northwest Water Commission. This alternative would require the ability to effectively convey water from Central Road Pump Station to Maple Street Pump Station without localized high pressure.
 - Evaluate available fire flows and static pressures of this scenario utilizing the updated WaterGEMS model.
 - 5.2.2. Conveyance of up to 15 MGD from Maple Street Pump Station to Central Road Pump Station / NWC during emergency or maintenance operations, while maintaining the ability to supply 9 MGD, Des Plaines maximum day demand.
 - This alternative will consider conveying water from the distribution system into Central Reservoir with pumping directly to NWC with Central Pump Station, or supplying directly from the system to NWC. Potential supply hydraulic grades/pressures will be determined for each.
 - Evaluate remaining available fire flows and pressures of this scenario utilizing the current WaterGEMS model.
 - 5.2.3. Evaluate the financial impact of transitioning from a customer of the Northwest Water Commission to a member. The annual financial impact will be determined based on current NWC/Chicago supply split, as well as full NWC supply.
 - 5.2.4. Investigate the potential for water purchase from a local source. This desktop analysis will evaluate the most likely supply main, current water rates, and required capital improvements to make this option viable.
 - 5.2.5. Evaluate the feasibility of conveyance of water to a neighboring community. This review will identify a likely connection location, and the City's ability to convey 1.5-2.0 MGD to the community.
 - Evaluate remaining available fire flows and pressures of this scenario utilizing the current WaterGEMS model.

- 5.3. In conjunction with City staff, develop a system-wide valve inspection and exercising program. Based on GIS, the system has a mixture of left-handed and right-handed valves, and based on hydraulic modeling it appears that a number of valves may be limited throughout the system. This could impact the City's ability to operate the system efficiently, as well as to evaluate and design future improvements.
 - 5.3.1. The program shall identify staff necessary to complete the inspections and exercising, software to be utilized during field inspections, and costs associated with the program. Prepare a phasing plan to be completed over multiple years if funding dictates.
 - 5.3.2. Seized valves or ones which cannot obtain the published number of turns by size/manufacturer would be incorporated into the CIP for priority replacement.
- 5.4. Evaluate alternatives for distribution system leak detection. Based on current non-revenue water estimates, reduction of system leaks may appreciably reduce water loss and expenses associated with City of Chicago and NWC water purchase.
 - 5.4.1. Alternatives to be evaluated will include an acoustic survey program split into programmatic years, district metering areas (likely on large transmission main), temporary acoustic logger deployment, or a permanent acoustic monitoring network.
 - 5.4.2. Evaluate manufacturers/contractors for temporary or permanent acoustic monitoring, including discussions with area communities that have utilized these technologies to gauge the likelihood of success.
 - 5.4.3. Through a work session with City staff, select a preferred approach and develop a program including costs and timeline for incorporation into the CIP.
- 5.5. Evaluate the current water meter replacement program to determine whether any additional replacement may be necessary for incorporation into the CIP.
 - 5.5.1. The Sensus iPERL meters typically have a service and battery life of approximately 20 years and Sensus OMNI meters typically have a service and battery life of approximately 10 years. Therefore, meters originally installed in +/- 2012 may be due for replacement in the 5-10 year period. In order to maintain metering accuracy and reduce non-revenue water, continuation of the meter replacement program should be incorporated into the CIP.
- 5.6. Through the use of work sessions, develop, evaluate and discuss these alternatives and programs to gain consensus with staff as to which merit further evaluation and/or incorporation into the CIP.
- 5.7. Incorporate the City's current lead service inventory and replacement plan. The 10-year replacement plan will be incorporated into the Capital Improvement Plan.

Section #6 – Summary and Capital Improvements Plan

- 6.1. Prepare a summarization of recommendations as outlined in the previous sections.
- 6.2. Develop an implementation schedule and Capital Improvement Plan that takes into consideration City funding timelines, design and construction schedules.
- 6.3. Review potential funding sources to support the capital plan including any eligible grants or loan programs.

2. Project Schedule (attach schedule if appropriate):

Overall Schedule:	Approximately Six (6) Months
Collection and Review of Data/Information:	Two (2) Months from Notice to Proceed
Evaluation of Water Infrastructure:	Three (3) Months from Notice to Proceed
Analysis of Alternatives:	Four (4) Months from Notice to Proceed
First Draft Report Submission:	Five (5) Months from Notice to Proceed
*Amended Report Based on City Comments:	One (1) Month after Draft Submission

3. Project Completion Date: March 31, 2027

All Contracted Services must be completed on or before: March 31, 2027.

4. Project Specific Pricing (if applicable):

\$169,700.00

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

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

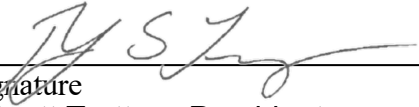
[SIGNATURE PAGE FOLLOWS]

CITY

CONSULTANT

Signature
Director of Public Works
And Engineering

_____, 20____
Date



Signature
Scott Trotter - President
Name (Printed or Typed)

June 26, 2026
Date

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

Signature
City Manager

_____, 20____
Date

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

Signature
City Manager

_____, 20____
Date



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: July 20, 2026

To: Dorothy Wisniewski, City Manager

From: Ryan Johnson, Assistant Director of Community and Economic Development
Jonathan Mendel, Assistant Director of Community and Economic Development
Maisie Westerfield
Associate Planner / CDBG Administrator

Subject: Adoption of the Program Year 2026 (PY 2026) Annual Action Plan

Issue: The City's Community Development Block Grant (CDBG) allocation for the 2026 Program Year (October 1, 2026 - September 30, 2027) is anticipated to be \$286,952. This amount is determined by a formula calculated by the U.S. Department of Housing and Urban Development (HUD). Additionally, Des Plaines anticipates approximately \$292,441 remaining from previous program years.

Analysis: The Annual Action Plan (AAP) serves as the City's budget and formal application to HUD for the use of CDBG funds. As in previous years, the City plans to use 100% of the grant allocation to assist low and moderate-income households and low and moderate-income areas. The available funding includes the amount allocated for the year (\$286,952) and remaining funding rolled over from previous years (\$292,442), which is expected to total \$579,393. The following is the breakdown of the proposed fund distribution by program type: Housing Rehabilitation: \$282,003; Public Facility and Infrastructure Improvements: \$240,000; and Planning and Administration: \$57,390.

These programs are planned to meet all HUD eligibility requirements and would be consistent with the objectives set forth in the City's 5-year PY 2025-2029 CDBG Comprehensive Plan. A full copy of the AAP is attached for review and it includes a detailed breakdown of all proposed projects. HUD requires a minimum 30-day public comment period and this period was noticed on the City website and in the local newspaper on June 10, and subsequently took place June 10 through July 13. Citizens were invited and encouraged to submit written comments during the public comment period. The draft AAP was readily available for public viewing on the City website and at City Hall, and a Public Hearing to discuss the plan took place at City Hall on June 25. Two proposals for funding were received during the public period, one for generators at Rimland Community Integrated Living (CILA) homes within the City, and one for North West Housing Partnership (NPHP) to continue administering the City's home rehabilitation programs. These proposals are incorporated into the attached AAP.

Recommendation: Staff recommends the City Council adopt the PY2026 Annual Action Plan. The plan must be submitted to HUD by August 15, 2026.

Attachments:

Resolution R-167-26

1. Exhibit A: PY2026 AAP

CITY OF DES PLAINES

RESOLUTION R-167-26

**A RESOLUTION APPROVING THE CITY OF DES
PLAINES COMMUNITY DEVELOPMENT BLOCK
GRANT PROGRAM YEAR 2026 ANNUAL ACTION
PLAN**

WHEREAS, the City of Des Plaines is a designated entitlement community under the Community Development Block Grant Program ("**CDBG**") administered by the United States Department of Housing and Urban Development ("**HUD**") and is eligible to receive \$286.952 in CDBG funds during the 2026 CDBG Program Year ("**CDBG Funds**"); and

WHEREAS, pursuant to Title 24, Subtitle A, Part 91 of the Code of Federal Regulations, the City is required to obtain HUD approval of a Consolidated Plan every five years and an Annual Action Plan each year prior to the disbursement of CDBG Funds; and

WHEREAS, the Consolidated Plan and Annual Action Plan must be developed in accordance with the City's Citizen Participation Plan, which encourages participation by low- and moderate-income persons in the planning process; and

WHEREAS, in accordance with applicable federal regulations and the City's Citizen Participation Plan, the Department of Community and Economic Development has prepared the 2026 Annual Action Plan ("**Annual Action Plan**"); and

WHEREAS, notice of the proposed Annual Action Plan and public hearing was published on June 10, 2026 in the *Des Plaines Journal*, inviting public comment and announcing a public hearing to be held on June 25, 2026; and

WHEREAS, the public comment period for the proposed Annual Action Plan was conducted from June 10, 2026 through July 13, 2026, during which the proposed Annual Action Plan was made available for public review at the Department of Community and Economic Development and on the City's website; and

WHEREAS, the City conducted a public hearing on the proposed Annual Action Plan on June 25, 2026; and

WHEREAS, the City Council finds that approval of the Annual Action Plan and its submission to HUD is in the best interests of the City.

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

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

SECTION 2: APPROVAL OF ANNUAL ACTION PLAN. The City Council hereby approves the 2026 Annual Action Plan, substantially in the form attached hereto as Exhibit A.

SECTION 3: AUTHORIZATION TO IMPLEMENT ANNUAL ACTION PLAN. The City Council hereby authorizes and directs the City Manager, or the City Manager's designee, to take any and all actions necessary to submit the Annual Action Plan to HUD for approval and to implement the approved Annual Action Plan upon receipt of CDBG Funds.

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED this _____ day of _____, 2026

APPROVED this _____ day of _____, 2026

VOTE: AYES ____ NAYES ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M Friedman, General Counsel

DRAFT

City of Des Plaines PY2026 CDBG Annual Action Plan



Prepared by the City of Des Plaines
Department of Community and Economic
Development (CED)

DRAFT AAP posted: June 10, 2026

Revised DRAFT AAP posted: June 23, 2026

City Council Consideration: July 20, 2026

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The Process

AP-05 EXECUTIVE SUMMARY–91.200(C), 91.220(B)

Introduction

The City of Des Plaines is classified as an entitlement community with a population of nearly 60,000 residents and receives an annual allocation of Community Development Block Grant (CDBG) funding from the Department of Housing and Urban Development (HUD).

The City expects to receive \$286,952 in CDBG funding for Program Year (PY) 2026. This reflects a 9.2% decrease from the previous year's \$316,052 grant. The City plans to reprogram \$292,441 from previous program years in PY2026 as well. The annual CDBG budget is determined by HUD through a statutory dual formula that uses several objective measures of community needs that include: extent of poverty, population, housing overcrowding, age of housing, and population growth lag in respect to other metropolitan areas. The City will use 100% of the grant to assist low- and moderate-income households.

The City's Annual Action Plan (AAP) for PY2026 outlines programs and activities funded by the CDBG budget from October 1, 2026, to September 30, 2027, aligned with goals in the City's Consolidated Plan. HUD requires three key documents from CDBG recipients: the Consolidated Plan, the Annual Action Plan, and the CAPER (Consolidated Annual Performance and Evaluation Report). The Consolidated Plan, updated every five years, provides a community snapshot and long-term goals. The current Consolidated Plan began October 1, 2025, and will continue through September 30, 2030. The Annual Action Plan allows for yearly adjustments to meet goals or address new issues, with the CAPER reporting program results. The Annual Action Plan and CAPER must be submitted annually.

Although a member of the Cook County Consortium, the City will continue to receive a direct allocation of CDBG funds from HUD, and the strategies developed for the use of our CDBG funding are specific to the City of Des Plaines.

Summary of the Objectives and Outcomes Identified in the 5-year Consolidated Plan

The City of Des Plaines identified five community priorities in the Strategic Plan through a needs assessment and public participation:

- 1) Capital Improvements: Preserve Existing Housing Stock
- 2) Capital Improvements: Improve Public Facilities and Infrastructure
- 3) Public Services: Provide Financial Assistance for Non-Housing Programs/Services
- 4) Conduct Planning and Administration Activities

The City of Des Plaines' entitlement grant is limited; thus, not all programs will be funded with CDBG funding in a given Program Year. In the Consolidated Plan, the City of Des Plaines included programs that

do not receive funding to ensure that the priorities of the community are met through a variety of resources.

The Community Needs are listed by HUD codes and categories. Priorities are assigned as follows:

- High-Currently funded (with CDBG funds)
- Medium-Currently funded (with CDBG funds)
- Low-Reliant upon outside support and resources

Evaluation of Past Performance

The City of Des Plaines has been a recipient of the CDBG funds since 1974. Since the beginning of the program, the City has obtained several million dollars in CDBG funds to address housing and community development needs for low- and moderate-income residents. The City has effectively worked with HUD over the last 50 years of the program's existence and has consistently complied with all the federal requirements of the program.

Performance measurements have been developed for each program funded through CDBG. Every program has been assigned objectives, outcomes, and indicators. The three objectives are a suitable living environment, decent housing, and creating economic opportunities. The three outcome categories are availability/accessibility, affordability, and sustainability. Accomplishments for all programs are reported in HUD's Integrated Disbursement and Information System (IDIS). At the end of each Program Year, a CAPER is submitted to HUD and posted on the City's website, which identifies the accomplishments and level of progress in meeting the priorities and goals identified in the five-year Consolidated Plan for that respective year.

During PY2025, the City expects to utilize over \$140,000 of funding for home rehabilitation projects, and just over \$60,000 for planning and administrative costs.

Summary of Citizen Participation Process and Consultation Process

The City of Des Plaines PY2026 CDBG Annual Action Plan public comment period began on June 10, 2026, and ended on July 13, 2026. Notification of this period was published in the *Des Plaines Journal & Topics Newspaper* on June 10, 2026. The Draft Plan was made available on the City website and at City Hall on June 10, 2026. During this time, citizens were invited to submit written comments or recommendations to the City. During the consultation process, staff determined a variety of City infrastructure projects planned for calendar year 2027 that would be eligible for CDBG funding, and this would help the City utilize CDBG funds in a timely manner. A revised Draft AAP was posted on June 23, 2026.

The Public Hearing took place June 25, 2026 to allow the public to present any questions or comments about the Annual Action Plan. During the Hearing, Community and Economic Development staff provided a brief review of the CDBG Program and the purpose of the Annual Action Plan. The Annual Action Plan is planned for consideration by City Council on the Consent Agenda during their meeting on July 20, 2026.

Summary of Public Comments

Leading up to the public comment period, staff received a request from the non-profit entity Rimland to have generators installed at three of their community integrated living arrangement (CILA) homes. Rimland's letter is included as an attachment to this AAP. The City also received a proposal from North West Housing Partnership (NWHP) to continue to administer the City's Home Repair and Minor Home Repair programs as the City's Subrecipient. NWHP's letter is included as an attachment to this AAP.

The Public Hearing on June 25, 2026 was not attended by any members of the public and so there is no public comment to report from the hearing. Further public comment is welcome during the July 20, 2026 City Council meeting and will be included in the final AAP submission to HUD.

Summary of Comments/Views Not Accepted and the Reasons for Not Accepting Them

N/A

Summary

Rimland and North West Housing Partnership (NWHP) submitted proposals for funding and the proposals are attached as **Appendix A** to this AAP document.

PR-05 LEAD & RESPONSIBLE AGENCIES (91.200(B))

Agency/Entity Responsible for Preparing/Administering the Annual Action Plan

The following are the agencies/entities responsible for preparing the Annual Action Plan and those responsible for the administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	DES PLAINES, IL	Community and Economic Development
CDBG Administrator	DES PLAINES, IL	Community and Economic Development

Table 1 – Responsible Agencies

Narrative

The Community and Economic Development Department of the City of Des Plaines is responsible for the preparation of this Consolidated Plan and is the agency responsible for administering the City's CDBG programs.

Annual Action Plan Public Contact Information

City of Des Plaines
Community and Economic Development
1420 Miner Street
Des Plaines, IL 60016

Primary Contacts:

Ryan Johnson, Assistant Director of CED – Administration
847-391-5381 | rjohnson@desplainesil.gov

Jonathan Mendel, Assistant Director of CED – Planning / Zoning / Licensing
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Maisie Westerfield, Associate Planner and CDBG Administrator
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AP-10 CONSULTATION - 91.100, 91.200(B), 91.215(L)

1. Introduction

The City consulted with individuals, residents, government departments, non-profit organizations, social service agencies, affordable housing providers, and others concerning the development of the Consolidated Plan. The City maintains constant contact with the public and assisted housing providers and governmental health, mental health, and service agencies. Additional consultation occurred after the results of the survey.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).

The City maintains constant contact with the public and assisted housing providers and governmental health, mental health, and service agencies. In addition to requesting response through the community survey, separate consultation occurred with these entities after survey results were analyzed.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The City partners with the Alliance to End Homelessness in Suburban Cook County, which is the Continuum of Care coordinator for suburban Cook County, to provide data and expertise regarding the needs of homeless persons and persons at risk of homelessness. In FY2024, the Alliance received \$27,475,978 to address the needs of unhoused persons within its area.

The City coordinates with the Alliance's goals and efforts and needs to address the homeless population. Our shared goals focus on the following areas:

- Expanding housing support access so every eligible household can receive assistance
- Making housing affordable for all income levels through the development of new units, and policies that support affordability
- Implementing prevention strategies to stop people from entering homelessness

The City also works closely with local non-profits who receive funds from the Alliance, including WINGS, Northwest Compass, and the Center of Concern. Each year, the City accepts applications from a number of social service agencies, including those focused on serving the unhoused, to support their efforts in serving the homeless populations within the City. Finally, the Department of Community and Economic Development works with City departments such as the Department of Human Services and the Police Department to implement its programming that addresses homeless.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The City does not receive Emergency Solutions Grant funds.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	DES PLAINES
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Email notice of an online community survey and follow up consultation email
2	Agency/Group/Organization	Northwest Compass
	Agency/Group/Organization Type	Services - Housing Services-Elderly Persons Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Email notice of an online community survey and follow up consultation email
3	Agency/Group/Organization	ALLIANCE TO END HOMELESSNESS IN SUBURBAN COOK COUNTY
	Agency/Group/Organization Type	Other government - County Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Email notice of an online community survey and follow up consultation email
4	Agency/Group/Organization	NORTH WEST HOUSING PARTNERSHIP
	Agency/Group/Organization Type	Housing Services - Housing Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Email notice of an online community survey and follow up consultation email
5	Agency/Group/Organization	WINGS
	Agency/Group/Organization Type	Services-Victims of Domestic Violence
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Email notice of an online community survey and follow up consultation email
6	Agency/Group/Organization	Cook County Department of Planning and Development
	Agency/Group/Organization Type	Other government - State
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Anti-poverty Strategy

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Email notice of an online community survey and follow up consultation email
7	Agency/Group/Organization	THE HARBOUR, INC.
	Agency/Group/Organization Type	Services-Children Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Homelessness Needs - Unaccompanied youth
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Email notice of an online community survey and follow up consultation email

Identify any Agency Types not consulted and provide rationale for not consulting

There were no agencies or agency types that were intentionally not consulted. Staff individually consulted with a wide array of agency types to ensure all were considered.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Alliance to End Homelessness in Suburban Cook County	The data and information regarding homeless needs, shelter facilities and services were used in developing the goals of our Strategic Plan.
ON TO 2050	Chicago Metropolitan Agency for Planning (CMAP)	The ON TO 2050 Plan addresses regional issues in the Chicago area such as linking residents to jobs, encouraging economic development, creating a less auto-dependent County, increasing affordable housing opportunities, maintaining the existing housing stock, increasing job opportunities, and supporting safety net programs, which are also addressed in Des Plaines Consolidated Plan.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Planning For Progress	Cook County	As the lead agency for the Cook County HOME Consortium, Cook County's Department of Planning and Development developed Planning for Progress which outlined five key priority objectives, all of which are also important to Des Plaines. Among these goals are housing services, including promoting affordability and maintaining the existing housing stock, which the City intends to address with CDBG funds.
Comprehensive Plan	Des Plaines	The Comprehensive Plan contains a sections regarding addressing affordability and maintaining existing housing stock, as well as encouraging aging in place and accessibility for residents.

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(I))

Narrative

Below is a complete list of agencies, groups or organizations invited to participate in the Consolidated Plan community survey and provided a follow-up consultation invitation. No additional responses were provided by these agencies during the consultation process:

Alliance for Immigrant Neighbors, Alliance to End Homelessness in Suburban Cook County, Arlington Heights School District #214, Avenue to Independence, Bessie's Table-FUMC, Catholic Charities, Chicago Methodist Senior Services, Chicago Metropolitan Agency for Planning, Children's Advocacy Center of North and Northwest Cook County, Clean-Up-Give Back, Community Consolidated School District #59, Community Consolidated School District #62, Connections for the Homeless, Inc., Cook County Bureau of Economic Development, Cook County Department of Planning and Development, Cook County Department of Public Health – HIV Surveillance, Dental Lifeline, Des Plaines Chamber of Commerce, Des Plaines Community Foundation, Des Plaines Park District, Elk Grove Township, Feed My Sheep Des Plaines, Inc., Fellowship Housing Corporation, Fish of Park Ridge - Volunteer Transportation, Frisbie Senior Center, Health and Human Services, City of Des Plaines, Home of the Sparrow Inc., Housing Authority of Cook County, Housing Opportunity Development Corporation, Illinois Guardianship and Advocacy Commission – Office of State Guardian, Illinois Health Department – IL Lead Program, Journeys-The Road Home, KAN-WIN, Kenneth Young, Kids Above All, Life Span, Little City Foundation, Maine -Niles Association of Special Recreation, Maine Township, Maine West High School District 207, Maryville Academy, Metropolitan Family Services, Mount Prospect Park District, NAMI Northwest

Suburban, National Alliance on Mental Illness-(CCNS), North & Northwest Taskforce for Supportive Housing for the Mentally Ill, North Shore Senior Center, North West Housing Partnership, Northwest Center Against Sexual Assault (Northwest CASA), Northwest Compass Inc., Northwest Municipal Conference, Oakton Community College #535, Open Communities, PADS: The Journey Home, Rebuilding Together - Suburban Cook County, Resources for Community Living, Search Inc., Self Help Pantry of Des Plaines, Shelter, Inc., The Bridge Youth & Family Services, The Center for Enriched Living, The Center of Concern, The Harbour, Inc., The Josselyn Center, The Salvation Army: Des Plaines, The Volunteer Center, Trinity Lutheran Church: Five Loaves and Two Fish Ministry, United Way North-Northwest, Wheeling Township, Willows Academy, WINGS Inc.

Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

Des Plaines' CDBG Citizen Participation Plan (CPP) outlines the procedures the City will follow to solicit public participation in CDBG planning. A full copy of the CPP was part of the PY2025-29 Consolidated Plan and is available upon request from the City.

This Annual Action Plan (AAP) was published in draft form and made available to the public via the City's website: desplainesil.gov/cdbg and in hard copy at the Community and Economic Development department at City Hall on June 10, 2026.

The City of Des Plaines PY2026 CDBG AAP public comment period began on June 10, 2026 and ended on July 13, 2026. Notification of this period was published in the *Des Plaines Journal & Topics* newspaper and posted on the City's website on June 10, 2026. During this time, citizens were invited to submit written comments or recommendations to the City.

A Public Hearing took place on June 25, 2026 to allow the public to present any questions or comments about the Annual Action Plan. Community and Economic Development staff gave a brief review of the CDBG Program and the purpose of the Annual Action Plan. Adoption of the final Annual Action Plan is scheduled for consideration at the July 20, 2026 City Council meeting.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Public Hearing	Not targeted/ broad community	A Public Hearing was held at City Hall on June 25, 2026	Refer to Appendix B for minutes including public comment. Public comment surrounded questions of how fair and affordable housing policy will be influenced by CDBG.	N/A	
2	Internet outreach	Not targeted/ broad community	Notice concerning the availability of CDBG funding, the Public Hearing, and the 30-day Draft Annual Action Plan was posted on the City's website on June 10, 2026. The Draft Plan was posted on the website on June 10, 2026., and the draft revision was posted on the website on June 23, 2026.	This section to be added after public hearing.	N/A	www.desplainesil.gov/cdbg
3	Newspaper Ad	Not targeted/ broad community	On June 10, 2026, the City published a legal notice in the Journal and Topics newspaper concerning the Public Hearing and the location of the 30-day Draft Annual Action Plan on the City's website.	No comments	N/A	

Table 4 – Citizen Participation Outreach

EXPECTED RESOURCES

AP-15 EXPECTED RESOURCES – 91.420(B), 91.220(C) (1,2)

Introduction

The resources tallied in the table below are up to date as of the draft of this plan.

Anticipated Resources

Program	Source	Uses of Funds	Expected Amount Available in Program Year				Remainder of Con Plan
			Annual Allocation	Program Income	Prior Years' Resources	Total	
CDBG	Federal, HUD	Housing, Public Infrastructure, Public Facilities, Public Service Planning and Admin	286,952	N/A	292,441	579,393	900,000 (based on an estimate of \$300,000 per year with 3 years remaining)

Table 1 – Anticipated Resources-Priority Table

Explain how federal funds will leverage those additional resources (private, state, and local funds), including a description of how matching requirements will be satisfied

The City of Des Plaines does not anticipate using federal funds with a matching requirement, and the CDBG entitlement grant does not have a matching requirement.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

As stated in the PY2025-2029 Consolidated Plan, CDBG may support capital projects that benefit LMI residents or neighborhoods, including infrastructure, park facilities, lighting, and landscaping. Most of these needs are met with non-federal sources, but CDBG will be used for back-up projects if unspent funds accumulate. Potential projects include improvements to streets, alleys, sewers, and other infrastructure.

Discussion

The City of Des Plaines anticipates an allocation of \$286,952 in CDBG funds for PY2026. It is estimated that there will be approximately \$292,441 of CDBG funding available from previous allocations for reprogramming. Total funding at the beginning of PY 2026 is anticipated to be approximately \$579,393.

ANNUAL GOALS AND OBJECTIVES

AP-20 ANNUAL GOALS AND OBJECTIVES– 91.420, 91.220(C)(3) & (E)

PY2024 Goals Summary Information

	Goal Name	Start / End Year	Category	Funding	Goal Outcome Indicator
1	Capital Improvements: Preserve Existing Housing Stock	2026	Affordable Housing	\$282,003	Homeowner Housing Rehabilitated- Household Housing Units. CILA Home Projects in Single Family Housing. Number of Household Housing Units (15)
2	Capital Improvements: Improve Public Facilities and Infrastructure	2026	Non-Housing Community development	\$240,000	Public Facility Activities other than Low- and Moderate-Income Housing Benefit City of Des Plaines Street, Sidewalk, or other public infrastructure project. Number of Residents (200)
3	Planning and Administration: Conduct Planning and Administration Activities	2026	Planning and Administration	\$57,390	

Table 2 – Goals Summary

Goal Descriptions

During PY2026, the City will focus on the following Goals from the Consolidated Plan. The Program Year will not include funding for Public Facilities, instead focusing on Capital Improvement projects and Home Repair projects.

Capital Improvements: Preserve Existing Housing Stock

Des Plaines will use CDBG funds to assist low-income residents to reduce their housing cost burden by providing counseling, home repairs, and home modifications. City CDBG staff would like to provide affordable, accessible, sustainable housing for our growing elderly low- and moderate-income population. City CDBG staff will partner with the City's Human Services Division, the Community and Economic Development Department, and our sub-recipient agencies to reassess the need for modified and new housing-related programming in future years as we prepare our annual action plans.

The City is also planning a program to preserve the single-family housing stock that functions as homes for Community Integrated Living Arrangements (CILA) for adults with disabilities, which is a presumed-benefit group in CDBG. The City would make funding available for electric generators at three local Rimland CILAs, and Rimland would enter a Subrecipient Agreement with the City.

Capital Improvements: Improve Public Facilities and Public Infrastructure

Des Plaines will use CDBG to improve streets, alleys, sewers, and other infrastructure improvements in low- and moderate-income neighborhoods. City CDBG staff will partner with the Department of Public Works and Engineering (PWE), as well as other potential city agencies, to assess new future project viability in low- and moderate-income neighborhoods as we prepare future annual action plans.

Planning and Administration: Conduct Planning and Administration

Des Plaines will use 20% of its CDBG funds to conduct, administer, and plan its programming. Prepare the five-year Consolidated Plan, the one-year Action Plan, and Consolidated Annual Performance and Evaluation Report (CAPER) and administer the CDBG program daily.

AP-35 PROJECTS – 91.420, 91.220(D)

Introduction

The City has found that many of the following projects, introduced via previous Consolidated Plans, still serve an unmet need in our low- and moderate-income communities, and should be continued with the start of our CDBG 2024 Program Year on October 1, 2026. In addition, the 2025-29 Consolidated Plan has identified new areas of need that CDBG funds can be used to address. The City will be pursuing relationships with current sub-recipients to implement programs that address the needs of the Consolidated Plan.

Projects

#	Project Name
1	North West Housing Partnership: Home Repair
2	North West Housing Partnership: Minor Repair
3	City of Des Plaines, CED: Priority Life Safety Home Repair Program
4	City of Des Plaines, CED & PWE: Streets, Sidewalk, and Infrastructure Program
5	Rimland CILA Homes: Generator Installation
6	City of Des Plaines, CED: Planning and Administration

Table 20 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City has opted to prioritize the use of CDBG funds for housing rehabilitation. This is based on the information collected during the Consolidated Plan needs assessment, including the review of Census and HUD-provided data, input received through the citizen participation and consultation process, and a review of past performance. The allocation priorities are also based on the availability of local funding to address other community development needs, including support of social service agencies, public facility and infrastructure projects, and economic development. By focusing the CDBG funds on housing rehabilitation, the City feels it can make the most efficient use of the limited funding available.

In PY2025, funding was allocated to the housing rehabilitation programs that was not expended prior to this Consolidated Plan. The remaining funding will be used for these activities.

Funding for Rimland CILAs serves “presumed benefit” community of adults with disabilities and also protects existing housing stock within the community.

AP-38 PROJECT SUMMARY

Project Summary Information

1	Project Name	Northwest Housing Partnership Home Repair
	Target Area	Des Plaines - Citywide
	Goals Supported	Capital Improvements: Preserve Exst. Housing Stock
	Needs Addressed	Ensure Housing is Affordable, Acces. & Sustainable
	Funding	CDBG: \$202,003.00
	Description	The City provides single-family homeowner residences with 0% interest, deferred, forgivable loans to correct code violations, and perform large-scale home repairs. Low- and moderate-income homeowners are eligible for 100% of repair costs up to \$24,000. Loans are forgiven after 10 years. A lead inspection is carried out before the performance of any work and is included in this budget as part of the delivery cost. HUD requires all homes receiving federal funds for housing rehabilitation assistance to undergo a lead paint inspection and risk assessment. Properties that are determined to have significant lead-based paint hazards may also be required to undergo a clearance inspection following completion of the rehabilitation work. Following the completion of the rehabilitation work, a lien is placed on the property for the total cost of the work. If the homeowner does not transfer the title to the home within ten (10) years of obtaining the loan, the lien lapses. No interest charged.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	8 housing units estimated to be rehabilitated for low/moderate income Des Plaines residents.
	Location Description	City-wide
	Planned Activities	
2	Project Name	Northwest Housing Partnership Minor Repair
	Target Area	Des Plaines - Citywide
	Goals Supported	Capital Improvements: Preserve Exst. Housing Stock
	Needs Addressed	Ensure Housing is Affordable, Acces. & Sustainable
	Funding	CDBG: \$20,000.00

	Description	The Minor Repair Program offers low- and moderate-income households up to \$8,000 to address minor repair issues in the home that do not cause immediate public safety concerns and therefore would not qualify for the Emergency Repair Program. Also, this program will be marked towards the Low- and Moderate-income elderly population as well as Low- and Moderate-income disabled populations of Des Plaines to perform accessibility modifications in these households to support aging in place. Following the completion of the rehabilitation work, a lien is placed on the property for the total cost of the work. If the homeowner does not transfer the title to the home within three (3) years of obtaining the loan, the lien lapses. No interest charged.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	2 housing units estimated to be rehabilitated for low/moderate income Des Plaines residents.
	Location Description	City-wide
	Planned Activities	
3	Project Name	Priority Life Safety Home Repair Program
	Target Area	Des Plaines - Citywide
	Goals Supported	Capital Improvements: Preserve Exst. Housing Stock
	Needs Addressed	Ensure Housing is Affordable, Acces. & Sustainable
	Funding	CDBG: \$20,000.00
	Description	The Priority Life Safety Home Repair Program (PLS) will provide small grants of up to \$5,000 to income-eligible homeowners for urgent repairs related to furnaces, boilers, water heaters, minor window and door repairs, or other critical health and safety needs. Over the next five years, the City aims to rehabilitate 10 homes through this program. Assistance will be provided in the form of a grant with no repayment required.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	2 housing units estimated to be rehabilitated for low/moderate income Des Plaines residents.

	Location Description	Citywide
	Planned Activities	
4	Project Name	Public Facility Improvement Project - City of Des Plaines: Streets, Sidewalk, and Infrastructure Program
	Target Area	Low- and moderate-income areas throughout Des Plaines
	Goals Supported	Capital Improvements: Improve Public Facilities and Public Infrastructure
	Needs Addressed	Public Facilities in a low- and moderate-income area (LMA)
	Funding	\$240,000
	Description	The City will use \$240,000 of CDBG to make improvements to infrastructure or a public facility that primarily benefits an identified low- and moderate-income service area or provides benefits to a low- and moderate-income clientele. This can be street resurfacing, street reconstruction, sidewalk replacement, and other infrastructure improvements.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	To be determined based on the project selected for funding. Projects will most likely be located in CDBG-eligible low- to moderate-income areas (LMA)
	Location Description	Public Facilities / Infrastructure (03Z)
	Planned Activities	Street and / or infrastructure projects
5	Project Name	Rimland CILA Home Generator Installation
	Target Area	Des Plaines - Citywide
	Goals Supported	Capital Improvements: Preserve Exst. Housing Stock. Public Facilities.
	Needs Addressed	Ensure Housing is Affordable, Acces. & Sustainable
	Funding	CDBG: \$40,000.00

	Description	The City is also considering the addition of this program to preserve the single-family housing stock that functions as homes for Community Integrated Living Arrangements (CILA) for adults with disabilities, which is a presumed-benefit group in CDBG. The City would make funding available for electric generators at three local Rimland CILAs, and Rimland would enter a Subrecipient Agreement with the City. The generators would provide important continuity in electric service for residents that require devices to be powered at all times.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	3 housing units to be improved for low to moderate income clientele (LMC) Des Plaines residents residing in CILA homes.
	Location Description	City-wide
	Planned Activities	Electric Generator Installation
6	Project Name	CDBG Planning and Administration
	Target Area	Des Plaines - Citywide
	Goals Supported	Conduct Planning and Administration Activities
	Needs Addressed	Provide Planning and Administration
	Funding	CDBG: \$57,390
	Description	Max. 20% of the CDBG annual allocation is used by the City to fund the administration of the whole program.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	NA
	Location Description	City-wide
	Planned Activities	

AP-50 GEOGRAPHIC DISTRIBUTION – 91.420, 91.220(F)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed.

The City's main priority for the program year will be to address the condition of the housing stock for low-income residents throughout the City. The City will base these investments on the income of the assisted household and will not provide a priority or preference based on the location of the house.

Geographic Distribution

Target Area	Percentage of Funds
Low to Moderate Income Census Block Groups	
Des Plaines - Citywide	100

Table - Geographic Distribution

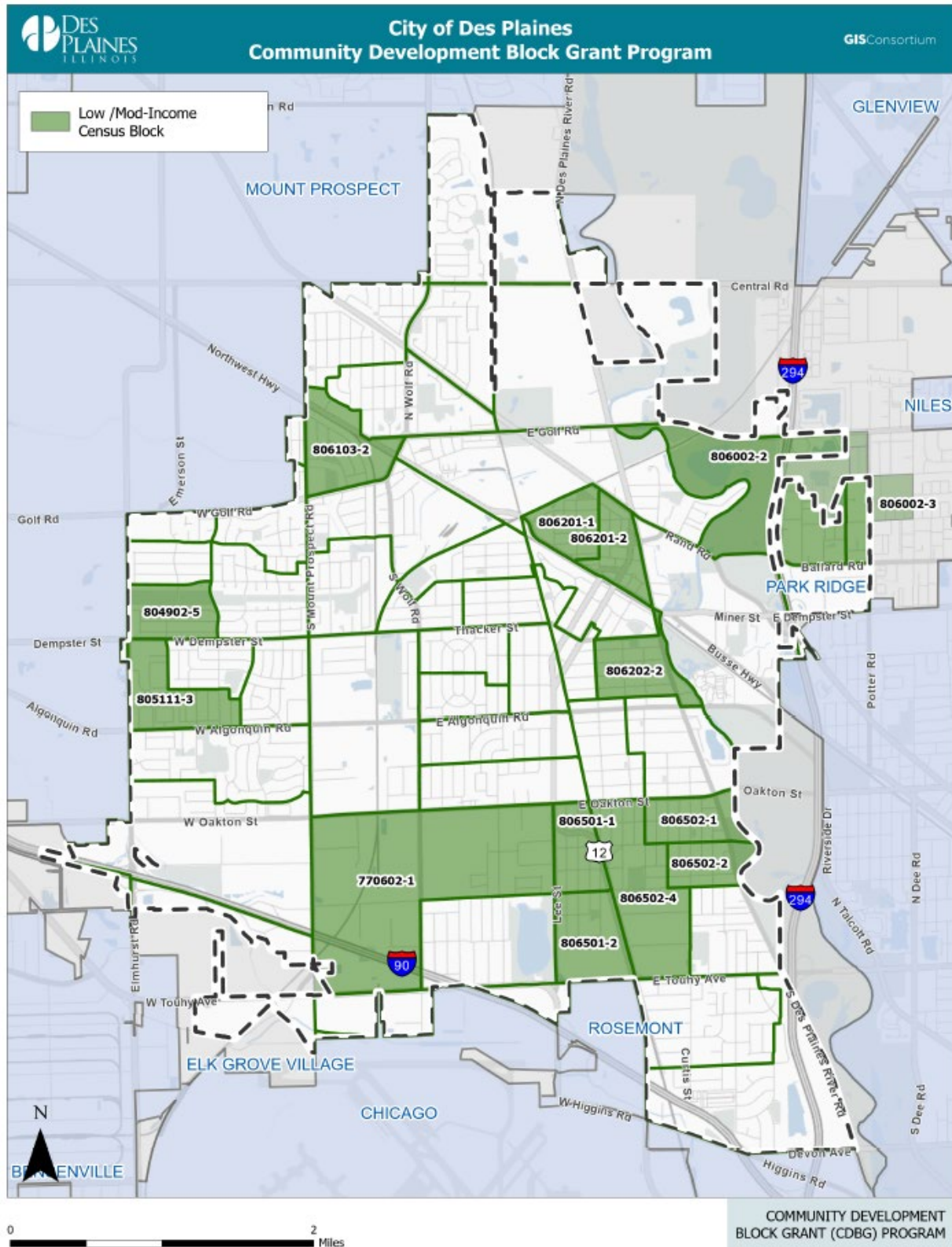
Rationale for the priorities for allocating investments geographically

The City does not use geography as a basis for allocating CDBG funds. The City will assist homeowners based on income on a first-come, first-served basis as they apply and qualify for the program.

Discussion

Specific project locations will be identified during the program year for the home repair programs.

City of Des Plaines Low- and Mod Income Census Block Groups:



AP-75 BARRIERS TO AFFORDABLE HOUSING– 91.420, 91.220(J)

Introduction

Compared to neighboring communities, and much of the metropolitan region, Des Plaines boasts a reasonable supply of relatively affordable housing. However, there are realities and policies in place in Des Plaines that may potentially be an impediment to affordable housing, including inflationary pressure and cost of land.

Actions planned 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, growth limitations, and policies affecting the return on residential investment

The City of Des Plaines is a member of the Cook County HOME Consortium. This increases Cook County's HOME allocation by figuring Des Plaines' population into the formula and allows the County to invest HOME funds in Des Plaines to increase the affordable housing stock. The City of Des Plaines also regularly reviews its land use controls, tax policies affecting land, zoning ordinance, building codes, fees, growth limitations, and policies affecting residential return on investment.

Many of the nonprofit agencies in the City also work to remove barriers to affordable housing by providing financial assistance, housing counseling, and information on other housing-related issues.

Discussion

The City staff will continue to monitor and evaluate barriers to affordable housing in Des Plaines.

AP-85 OTHER ACTIONS – 91.420, 91.220(K)

Introduction

The following are actions that will be undertaken by the City of Des Plaines to address obstacles to meeting underserved needs, foster and maintain affordable housing, reduce lead-based hazards, reduce the number of poverty-level families, develop institutional structure, and enhance the coordination between public and private housing and social service agencies.

Actions planned to address obstacles to meeting underserved needs

The primary obstacle to addressing underserved needs is insufficient funding. The City anticipates it may receive approximately \$1.5 million in funding during this 5-year CDBG Consolidated Plan cycle, however affordable housing and community development needs are significantly higher. An obstacle to meeting underserved needs is the limited amount of developable land, rental units, and affordable housing for low- and moderate-income residents. The City's CDBG Home Repair Program, Minor Home Program, and Priority Life Safety Home Repair Program alleviate some of the obstacles to affordable housing by providing financial assistance to eligible low- and moderate-income residents of Des Plaines to rehabilitate and fix their homes.

Another obstacle to the delivery of services is the identification of populations and individuals who might be in need and eligible for assistance. The City's Human Services Department will continue to provide information to residents and businesses to ensure the population is aware of all services available by the City, other units of government, and social service organizations.

Actions planned to foster and maintain affordable housing

During the program year, the City will take the following actions to foster and maintain affordable housing, to remove barriers to affordable housing, and to encourage housing improvements and resident initiatives:

- Home Repair Program
- Minor Repair Program
- Priority Life Safety Home Repair Program
- Community and Economic Development staff will continue to research and investigate alternative sources of funding to replace dwindling State and Federal funds for housing assistance and other affordable housing programs
- The City will continue to promote and enforce the goals and policies from the Comprehensive Plan relating to preserving the existing housing stock, encouraging a wide variety of housing types within the City, utilizing good housing redevelopment concepts, maintaining a good housing balance, preventing housing deterioration, and providing housing for the young, single

- and elderly
- Code enforcement staff will continue to uncover unsafe and unsanitary conditions. The Home Repair Program, Minor Repair Program, and Emergency Repair Program will be available to income-eligible households to improve their properties
- The Community and Development Department and Human Services staff will work throughout the community to improve housing and living environments

Actions planned to reduce lead-based paint hazards

The City is aware of the health risks, especially to children, that exist in its older homes due to the presence of lead-based paint. The City and North West Housing Partnership (who is the sub-recipient for the Home Repair Program and Minor Repair Program), comply with HUD's lead-based paint regulations concerning housing programs. The required notifications, lead-hazard testing, and lead-hazard treatment protocols are followed.

Actions planned to reduce the number of poverty-level families

The City will continue to coordinate efforts and assist households with income below the poverty line with other agencies providing services to this population. The City will provide CDBG funding for programs that assist poverty-level families. The public services partially funded by the City of Des Plaines CDBG will reduce the number of poverty-level families by providing counseling, financial support, and referral services to families in need.

Actions planned to develop institutional structure

A key benefit of joining the Cook County HOME Consortium is strengthening institutional cooperation between the County and the City of Des Plaines.

Actions planned to enhance coordination between public and private housing and social service agencies

During the program year, the City will enhance coordination between public and private housing and social service agencies through the Citizen Participation Plan that encourages all interested parties to share in the planning Annual Action Plan process. The City will continue to work with nonprofit service providers, other private institutions, public housing and assisted housing providers, and community organizations to discuss community needs and opportunities.

Discussion

The City recognizes that enhancing the institutional structure provides efficiencies in service that benefit its residents. The various departments of the City will seek to maximize coordination with public and

private housing and service providers to meet the needs of the community.

The City of Des Plaines has the primary responsibility of monitoring activities under the City's Annual Action Plan. The Community Development staff will maintain records on the progress toward meeting the goals of the Annual Action Plan and compliance with statutory and regulatory requirements. Annual accomplishments will be compared to annual goals and will be reported in the PY2026 Consolidated Annual Performance and Evaluation Report.

PROGRAM SPECIFIC REQUIREMENTS

AP-90 PROGRAM SPECIFIC REQUIREMENTS – 91.420, 91.220(L) (1,2,4)

Introduction: Introduction

CDBG staff is responsible for ensuring compliance with all program-specific requirements, as well as for program monitoring and reporting. Also, the staff ensures that federal cross-cutting requirements, including the OMNI Circular, Davis-Bacon and Related Acts, Uniform Relocation Act, and Section 3, are met.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan	100.00%

Phone Hours: 8:30 a.m.-4 p.m. Mon.-Fri. | Deadline: Noon Monday prior to publication

5 WAYS TO SUBMIT YOUR CLASSIFIED ADS TO THE JOURNAL

Online: 'Submit Your News'
form at journal-topics.com3 Mail/Visit: 770 Lee Street,
Des Plaines, IL 60016

4 Call us at 847-299-5511

5 Fax it to us at 847-298-8549



1 Notice

900/Legal Notice

900/Legal Notice

900/Legal Notice

900/Legal Notice

900/Legal Notice

**VILLAGE OF ROSEMONT
ZONING BOARD OF APPEALS
NOTICE OF PUBLIC HEARING**

by given that the Zoning Board of Appeals of the Village of Rosemont, held a public hearing on Tuesday, July 7, 2026 at 3:00 o'clock p.m. in the meeting room, 1st floor Village Meeting room, 9501 Technology Blvd. Illinois 60018 on the application of Macerich, Fashion Outlets of Chicago, 20 Fashion Outlets Way, Rosemont, IL 60018 for a variance from the Rosemont's sign ordinance to allow the construction and operation of the sign as depicted in the sign package prepared by ArtHouse Design, 2026 and submitted to the Zoning Board of Appeals.

persons will be given an opportunity to speak at the Public Hearing. In sections, and other comments, if any, relating to the above-listed requests in writing and filed with the Village Clerk before the hearing in addition to verbally at the hearing. Documents relating to the requests are available in the offices of the Village's Building Department, 9501 Technology Blvd., Rosemont, Illinois 60018, during regular business hours.

Dated this 4th day of June 2026
Zoning Board of Appeals
Village of Rosemont
Ronald Holtman, Chairman

1 Notice

900/Legal Notice

900/Legal Notice

**VILLAGE OF ROSEMONT
ZONING BOARD OF APPEALS
NOTICE OF PUBLIC HEARING**

by given that the Zoning Board of Appeals of the Village of Rosemont, held a public hearing on Tuesday, July 7, 2026 at 3:00 o'clock p.m. in the meeting room, on the first floor of the Rosemont Municipal Building, 1001 Technology Blvd. on the Village of Rosemont's request to repeal the Special Use a restaurant for the Sugar Factory location located at 5445 Park Place, Illinois. 60018 (Subject Property). On or about March 16, 2026, the Sugar Factory failed to open for business and said business remains closed. By March 30, 2026, Sugar Factory LLC. notified Sugar Factory Rosemont license was terminated for failure to open the Sugar Factory restaurant and the restaurant. The legal description which includes the Subject Property is as follows:

THE ROSEMONT ENTERTAINMENT DISTRICT RESUBDIVISION OF LOT 12 SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THEREOF RECORDED AUGUST, 17, 2021 AS DOCUMENT NUMBER 16-010-0000.

16-010-0000

persons will be given an opportunity to speak at the Public Hearing. In sections and other comments, if any, relating to any of the above requests in writing and filed with the Village Clerk before the hearing in addition to verbally at the hearing. Documents relating to the above identified request are available for review in the offices of the Village's Building Department, 9501 Technology Blvd., suite 4000, Rosemont, Illinois, during regular business hours.

Dated this 1st day of June, 2026
Zoning Board of Appeals
Village of Rosemont
Ronald Holtman, Chairman

Exhibit A**CITY OF DES PLAINES, ILLINOIS****COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
Possible Draft Amendment to the Consolidated Program Years 2025-29 and the
Draft Program Year 2026 Annual Action Plan****PUBLIC NOTICE**

The City of Des Plaines invites citizens to comment on the draft Annual Action Plan for Program Year (PY) 2026 and possible draft amendment to the PY25-PY29 Consolidated Plan. Each year, the City is eligible to receive Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD). The Consolidated Plan provides a snapshot of the community's current conditions and establishes long-term objectives, strategies, and goals to alleviate the needs of Des Plaines' low and moderate-income population/areas and must be submitted every five (5) years. The Annual Action Plan allows the City to make annual adjustments to meet the goals of the Consolidated Plan or mitigate potential issues. The Annual Action Plan also serves as the City's budget and a formal application to HUD for CDBG funds.

CITIZEN QUESTIONS AND COMMENTS

Citizens are invited and encouraged to submit comments on the City's possible draft amendment to the Program Year (PY) 2025-2029 Consolidated Plan and the draft Program Year (PY) 2026 Annual Action Plan during the public comment period beginning Wednesday, June 10, 2026, and ending Monday, July 13, 2026. Complete copies of the possible draft amendment to the PY 2025-2029 Consolidated Plan and the draft PY 2026 Annual Action Plan will be available during the public comment period at www.desplainesil.gov/cdbg or by visiting the 5th floor of City Hall. Written comments may be submitted via email at zoning@desplainesil.gov or mailed to:

City of Des Plaines
Community and Economic Development
1420 Miner St., Des Plaines, IL 60016
Attention: CDBG Administrator

Citizens also have the opportunity to present comments at the public hearing described below. A summary of comments received will be included in the final plan submitted to HUD following the anticipated adoption at the City Council meeting on Monday, July 20, 2026.

PUBLIC HEARING

A public hearing on the proposed draft amendment to the PY 2025-2029 Consolidated Plan and the draft PY 2026 Annual Action Plan is currently scheduled to take place on:

Thursday, June 25, 2025
7:00 p.m.
Des Plaines Civic Center, Room 102
1420 Miner St., Des Plaines, IL 60016

The 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 847-391-5486 to allow the City to make reasonable accommodations for these persons.

900/Legal Notice

900/Legal Notice

900/Legal Notice

PUBLIC HEARING NOTICE

Notice is hereby given that the Plan/Zoning Board of Appeals of the City of Prospect Heights, Cook County, Illinois, will conduct a Public Hearing on the 24th day of July 2026 at 7pm, at the Prospect Heights City Hall, 8 North Elmhurst Road, Prospect Heights, Illinois, for consideration of a variation to allow a reduction in the required rear yard from 50' to 10' to construct an additional stall onto existing garage on the primary residence required by Section 5-6-2 E5 of the City of Prospect Heights Zoning Code on the property commonly known as 106 W. Ridge Ave., Prospect Heights, Illinois, in the City's R-1 Single Family Residential District.

Draft PY2026 AAP on City Website on June 10, 2026:

Emergency Repair Program

Plans and Reports

Five-Year Consolidated Plan

-  [PY2025-2029 Consolidated Plan and PY2025 Annual Action Plan](#) (PDF, 5MB)

Annual Action Plan

The Annual Action Plan is a list of programs, projects and activities that the City plans to accomplish during this program year. Approved projects must be in-line with the approved Five-Year Consolidated Plan. The Annual Action Plan is updated each year.

The City of Des Plaines is conducting a Public Comment Period and Public Hearing in order to receive community input on the  [City's Draft CDBG Program Year \(PY\) 2026 Annual Action Plan \(AAP\)](#). (PDF, 886KB) The Draft AAP including proposed uses for the 2026 Program Year, which runs from October 1, 2026 to September 30, 2027. The AAP is available for public comment from June 10 through July 13. A Public Hearing to discuss the Draft AAP will take place at Council Chambers in City Hall on Thursday June 25, 2026 at 7:00 p.m.

All interested parties are encouraged to submit written comments to the City no later than July 13, 2026. Questions can be directed to Ryan Johnson in the CED Department via email (rjohnson@desplainesil.gov) or by phone at: 847-391-5381. The Draft AAP is available to view in by clicking the document link below, while a physical version is available for review at the 5th floor of City Hall.

The Draft AAP will be on the City Council meeting agenda on July 20, 2026 for consideration.



1701 E. WOODFIELD ROAD, SUITE 203
SCHAUMBURG, ILLINOIS 60173

PHONE: 847.969.0561 | FAX: 847.969.0564 | WWW.NWHP.NET

7/2/2026

City Council
City of Des Plaines

Dear Members of the City Council

North West Housing Partnership (NWHP), a HUD-approved housing counseling agency, is pleased to continue serving as the administrator for the City of Des Plaines Home Repair Program (HRP) and Minor Repair Program (MRP). These programs provide critical financial assistance to cost-burdened homeowners, helping address essential repairs and code violations to ensure homes remain safe, functional, and habitable.

For Program Year 2025, NWHP respectfully requests funding in the amount of \$202,003.00 for the Home Repair Program, which will assist low- to moderate-income homeowners in the City of Des Plaines. Of this amount, \$30,300.45 is requested for program delivery and administrative costs associated with overseeing repairs such as roofing, electrical, and plumbing work.

NWHP also requests \$20,000.00 for the Minor Repair Program, which supports low- to moderate-income homeowners in addressing urgent needs such as HVAC and furnace repair or replacement. Of this amount, \$3,000.00 is requested for program administration and related expenditures.

Approval of this agreement will renew North West Housing Partnership's role as the administrator of both the Home Repair and Minor Repair Programs for the City of Des Plaines. NWHP is honored to continue providing these vital services to support the community and preserve the city's housing stock.

Thank you for your consideration.

Paula Bush

Executive Director

North West Housing Partnership



RIMLAND

COLLABORATIVE CARE FOR
INDIVIDUALS WITH AUTISM

Dear City of Des Plaines Representatives,

Thank you for the opportunity to share additional information regarding the need for generator funding at Rimland Services group homes.

Rimland Services is a nonprofit organization serving adults with intellectual and developmental disabilities, including individuals on the autism spectrum. Our group homes operate 24 hours a day and provide essential residential support to individuals who rely on consistent supervision, medical support, and a stable living environment to maintain their health, safety, and well-being.

A backup generator is a critical infrastructure need for our group homes. During power outages, residents are placed at increased risk due to the loss of essential services such as heating and cooling systems, refrigeration for medications and food, lighting, security systems, and communication equipment. Many residents depend on routine, structure, and environmental stability, and disruptions caused by extended power outages can lead to heightened anxiety, behavioral challenges, and medical concerns.

Generator installation would allow Rimland group homes to maintain continuity of care during emergencies, severe weather events, or utility failures. This is especially important given the increasing frequency of extreme weather conditions and power disruptions.

Reliable backup power ensures that residents can remain safely in their homes rather than requiring emergency relocation, which can be traumatic and costly.

Funding support for generators would directly strengthen Rimland's emergency preparedness and resilience, protecting vulnerable residents while also reducing strain on local emergency services. This investment aligns with community development and public safety goals by safeguarding affordable supportive housing, promoting stability for residents, and ensuring uninterrupted delivery of essential services.

We appreciate your consideration of this request and welcome the opportunity to provide additional details, cost estimates, or supporting documentation as needed.

Thank you for your time and continued collaboration.

Sincerely,

Pooja Kunwar
Finance Coordinator
Rimland Services



**PUBLIC WORKS & ENGINEERING
DEPARTMENT**

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

MEMORANDUM

Date: July 20, 2026
To: Dorothy Wisniewski, City Manager
From: Tom Bueser, Assistant Director of Public Works
Tim Watkins, Director of Public Works & Engineering
Subject: Award Bid – 678 Lee St. Core and Shell Restaurant Package

Issue: Bids for the 678 Lee Street building Core and Shell and Restaurant Package project were opened on July 1, 2026.

Analysis: The contract documents include a full interior building restoration of the existing 100-yearoldDes Plaines Bank which consists of approximately 20,630 SF total over 3 occupiable levels. The restoration contract includes the following: new windows, basement waterproofing, new egress stairs, new roof and associated structure, interior restoration of historic plaster, and overall energy and baseline code compliance for MEP, structural, fire protection systems and life safety. The intent of these improvements is to provide a “warm vanilla shell” for the restaurant group to complete their potion of the build-out.

A total of three bids were received as shown in the table below:

Bidder	Bid Amount
Paul Borg Construction Company	\$10,301,000
Harbour Contractors, Inc.	\$10,373,700
41 North Contractors, LLC	\$10,656,665

The bidding documents required bidders to provide successful completion of projects of similar type, quantity, and scope as well as complete an intent to bid form no later than 48 hours prior to the date and time of the bid opening. Paul Borg Construction Company submitted the lowest bid for this project in the amount of \$10,301,000 and has received positive references for similar scope construction projects from

Cook County, Catholic Charities of the Archdiocese of Chicago, University of Chicago Hospital, and the City of Chicago. Due to the complexity of the project and various unknown conditions, a contingency fund for environmental and general construction of 6.5% (\$669,565) will be added to the total award cost.

Recommendation: We recommend award of the 678 Lee St. Core and Shell Restaurant Package project to Paul Borg Construction Company, 2007 S. Marshall Blvd., Chicago, IL, 60623 in the amount of \$10,970,565. Funding for this expenditure will be from the Facilities Replacement Fund.

Attachments:

Resolution R-168-26

1. Exhibit A: Paul Borg Construction Company Contract

CITY OF DES PLAINES

RESOLUTION R-168-26

**A RESOLUTION APPROVING AN AGREEMENT WITH
PAUL BORG CONSTRUCTION COMPANY FOR 678
LEE STREET BUILDING RESTORATION.**

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

WHEREAS, the City desires to undertake the restoration of the 100-year-old bank building ("***Building***") in order to make it ready for further build out as a restaurant ("***Project***"); and

WHEREAS, the City has appropriated sufficient funds for the Project; and

WHEREAS, pursuant to Chapter Ten of Title One of the City of Des Plaines City Code and the City's purchasing policy, the City solicited bids/proposals for the Project; and

WHEREAS, bids were received and opened on July 1, 2026; and

WHEREAS, Paul Borg Construction Company ("***Contractor***") submitted the lowest responsible bid for the performance of the Project in the amount of \$10,301,000; and

WHEREAS, the City desires to enter into an agreement with Contractor for the Project in the not-to-exceed amount of \$10,301,000 ("***Agreement***") plus a contingency fund of \$669,565 ("***Contingency Fund***") for a total approved project cost of \$10,907,565 and

WHEREAS, the City Council has determined that it is in the best interests of the City to enter into the Agreement.

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED this _____ day of _____, 2026

APPROVED this _____ day of _____, 2026

VOTE: AYES ____ NAYES ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M Friedman, General Counsel

CITY OF DES PLAINES



**CONTRACT FOR THE CONSTRUCTION OF
678 LEE STREET BUILDING CORE & SHELL RESTAURANT
PACKAGE**

CITY OF DES PLAINES

CONTRACT FOR THE CONSTRUCTION
OF
678 LEE STREET BUILDING CORE & SHELL
RESTAURANT PACKAGE

**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION
OF
678 LEE STREET BUILDING CORE & SHELL
RESTAURANT PACKAGE**

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Contractor's Certification

Attachment A:	Supplemental Schedule of Contract Terms
Attachment B:	678 Lee Street Building Core & Shell Restaurant Package Project Manual
Attachment C:	678 Lee Street Building Core & Shell Restaurant Package Permit Approved as noted Drawings
Attachment D:	Special Project Requirements

**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION
OF
678 LEE STREET BUILDING CORE & SHELL
RESTAURANT PACKAGE**

In consideration of the mutual promises set forth below, the City of Des Plaines, 1420 Miner Street / Northwest Highway, Des Plaines, Illinois 60016, an Illinois municipal corporation (“*Owner*”), and Paul Borg Construction Company, 2007 S. Marshall Blvd., Chicago, IL, 60623, a Construction Company (“*Contractor*”), make this Contract as of July, 21, 2026, (the “*Effective Date*”) and hereby agree as follows:

ARTICLE I: THE WORK

1.1 Performance of the Work

Contractor, at its sole cost and expense, must provide, perform, and complete all of the following, all of which is herein referred to as the “*Work*”:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the 678 Lee Street Building Core & Shell Resuraunt Package project located at 678 Lee St., Des Plaines, IL 60016 both as defined in Attachment A, in accordance with the project manual specifications attached hereto as Attachment’s B, the permit approved as noted drawings identified in the list attached hereto as Attachment’s C, and the Special Project Requirements attached hereto as Attachment D.
2. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.
3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.
4. Taxes. Pay all applicable federal, state, and local taxes.
5. Miscellaneous. Do all other things required of Contractor by this Contract, including without limitation arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing

sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

6. **Quality.** Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

1.2 Commencement and Completion Dates

Contractor must commence the Work not later than the “*Commencement Date*” set forth on Attachment A and must diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the “*Completion Date*” set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the “*Contract Time*.”

1.3 Required Submittals

A. **Submittals Required.** Contractor must submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and must, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract (“*Required Submittals*”). Such details must include, but are not limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. **Number and Format.** Contractor must provide three complete sets for each Required Submittal. All Required Submittals, except drawings, must be prepared on white 8-1/2” x 11”. Two blueline prints and one sepia transparency of each drawing must be provided. All drawings must be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

C. **Time of Submission and Owner’s Review.** All Required Submittals must be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner’s sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner will have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals will, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal may be performed by Contractor until Owner has completed

review of such submittal with no exception noted. Owner's review and stamping of any Required Submittal will be for the sole purpose of examining the general management, design, and details of the proposed Work, does not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and may not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor is responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, and the drawings identified in Attachment C, all of which are by this reference incorporated into and made a part of this Contract. Contractor must, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned is understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Contractor must promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract governs is final, and any corrective work required does not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor must, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification is subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor will have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to

Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor is solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor must check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor must lay out the Work in accordance with this Contract and must establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor must verify and be responsible for dimensions and location of such pre-existing work. Contractor must notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor must carry out such instructions as if originally specified and without any increase in Contract Price.

Before Final Acceptance of the Work, Contractor must submit to Owner two sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all field deviations from Attachment B or the drawings identified in Attachment C.

1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

1.9 Safety at the Work Site

Contractor is solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement applies continuously and is not limited to normal working hours. Contractor must take all safety precautions as necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor must conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way are rendered unsafe by Contractor's operations, Contractor must make such repairs or provide such temporary ways or guards as are acceptable to the proper authorities.

1.10 Cleanliness of the Work Site and Environs

Contractor must keep the Work Site and adjacent areas clean at all times during performance of the Work and must, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto is provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor is fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor must, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor will have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor must, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor must perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor must be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract does not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract is subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "*Contractor*" is deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract must include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor must immediately upon notice from Owner terminate such subcontractor or supplier. Contractor will have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.13 Simultaneous Work By Others

Owner has the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor must make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor must afford Owner and other contractors reasonable opportunity for the execution of such other work and must properly coordinate the Work with such other work.

1.14 Occupancy Prior to Final Payment

Owner will have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service must be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service may be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, nor may it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

1.15 Owner's Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. Owner has the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written

notice to Contractor. Every such notice must state the extent and effective date of such termination or suspension. On such effective date, Contractor must, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner must pay Contractor (1) such direct costs, excluding overhead, as Contractor has paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment may be offset by any prior payment or payments and is subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II: CHANGES AND DELAYS

2.1 Changes

Owner has the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("*Change Order*"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time must be made within two business days following receipt of such Change Order, and may, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order will entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor must, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time will be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, may be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

ARTICLE III: CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work are subject to inspection and testing by Owner or its designated representatives. Contractor must furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work must be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner must pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor must pay such cost.

C. Correction. Until Final Payment, Contractor must, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components will be free from defects and flaws in design, workmanship, and materials; must strictly conform to the requirements of this Contract; and will be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed is in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor, promptly and without charge, must correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in Attachment B or Attachment D to this Contract or by law. The above warranty may be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work may be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and may not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment B or Attachment D requires a subcontractor or supplier to provide a guaranty or warranty, Contractor is solely responsible for obtaining said guaranty or warranty in form satisfactory to

Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner is a precondition to Final Payment and does not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 Owner's Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner is entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

ARTICLE IV: FINANCIAL ASSURANCES

4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor must provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("*Bonds*"). Contractor, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, must maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor must provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies must be in a form, and from companies, acceptable to Owner. Such insurance must provide that no change, modification in, or cancellation of any insurance becomes effective until the expiration of 30 days after written notice thereof has have been given by the insurance company to Owner. Contractor must, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment A.

4.3 Indemnification

Contractor hereby agrees to and will indemnify, save harmless, and defend Owner and all of its elected officials, officers, employees, attorneys, agents, and representatives 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 Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused solely by the negligence of Owner.

ARTICLE V: PAYMENT

5.1 Contract Price

Owner must pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor must accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A (the "*Contract Price*"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes and Benefits

Owner is exempt from and will not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

A. Payment in Installments. The Contract Price must be paid in monthly installments in the manner set forth in Attachment A ("*Progress Payments*").

B. Pay Requests. Contractor must, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("*Pay Request*"). The first Pay Request must be submitted not sooner than 30 days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request must include (a) Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor must notify Owner and request a final inspection ("*Notice of Completion*"). Contractor's Notice of Completion must be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("*Punch List Work*").

B. Punch List and Final Acceptance. The Work may be finally accepted when, and only when, the whole and all parts thereof have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner must make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner must make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("*Final Acceptance*").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor must submit to Owner a properly completed final Pay Request in the form provided by Owner ("*Final Pay Request*"). Owner must pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("*Final Payment*"). Final Payment must be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment will operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

5.5 Liens

A. Title. Nothing in this Contract may be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items will, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such

title will not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor must, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("*Lien*") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor must, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner will have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section does not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor may it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section is deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner will have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner will have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner is entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor has either performed the

obligations in question or furnished security for such performance satisfactory to Owner. Owner is entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI: DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor must, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor is conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor will be held to resolve the dispute. Within three business days after the end of the conference, Owner must render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it must, within three business days, give Owner notice thereof and, in such notice, must state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor will be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within 10 days after receipt of such demand, then Contractor will be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's

rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due (“*Event of Default*”), and has failed to cure any such Event of Default within five business days after Contractor’s receipt of written notice of such Event of Default, then Owner will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys’ fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may, without terminating this Contract, terminate Contractor’s rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor’s expense.
6. Upon any termination of this Contract or of Contractor’s rights under this Contract, and at Owner’s option exercised in writing, any or all subcontracts and supplier contracts of Contractor will be deemed to be assigned to Owner without any further action being required, but Owner may not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys’ fees and administrative expenses, incurred by Owner as

the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

8. Owner may recover any damages suffered by Owner.

6.4 Owner's Additional Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "*Per Diem Administrative Charge*" set forth in Attachment A, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified will automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

ARTICLE VII: LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract is binding on Owner and Contractor and on their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party is deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor will act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract may be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion/Prohibited Interests

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation.

If at any time it is found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor will be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract will, at Owner's option, be null and void.

Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

7.4 Assignment

Contractor may not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval will not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

All information supplied by Owner to Contractor for or in connection with this Contract or the Work must be held confidential by Contractor and may not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner may constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by

Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor may be made or be valid against Owner.

7.8 Notices

All notices required or permitted to be given under this Contract must be in writing and are deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner must be addressed to, and delivered at, the following address:

	<u>with a copy to:</u>
City of Des Plaines	Elrod Friedeman LLP
1420 Miner Street	325 N LaSalle Street, Suite 450
Des Plaines, Illinois 60016	Chicago, Illinois 60654
Attention: Dorothy Wisniewski	Attention: Peter Friedman

Notices and communications to Contractor must be addressed to, and delivered at, the following address:

Paul Borg Construction Company
2007 S. Marshall Blvd.
Chicago, IL 60623

Attention: Kindle Filipowski

The foregoing may not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Contractor each have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address is effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Contractor under this Contract will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws includes such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws

A. Compliance Required. Contractor, and each subcontractor, must give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (see Subsection C of this Section) if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate applies to this Contract); any other applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/0.01 et seq.; the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq.; or and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 et seq., and the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq.

B. Liability for Fines, Penalties. Contractor is 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 Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

C. Prevailing Wage Act Certified Payroll. Contractor and each subcontractor, in order to comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "*Act*"), must submit certified payroll to the Illinois Department of Labor, in accordance with Section 5 of the Act.

D. Required Provisions Deemed Inserted. Every provision of law required by law to be inserted into this Contract is deemed to be inserted herein.

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor will pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work,

of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor must promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor must pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner will have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days is construed to refer to calendar days.

7.14 Severability

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

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

7.16 Amendments

No modification, addition, deletion, revision, alteration or other change to this Contract is effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

CONTRACT

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed by their properly authorized representatives in two original counterparts as of the Effective Date.

CITY OF DES PLAINES

By: _____
Name: Dorothy Wisniewski
Title: City Manager
Attest:
By: _____
Name: _____
Title: _____

Paul Borg Construction Company

By: Kindle Filipowski
Name: Kindle Filipowski
Title: President
Attest:
By: Ted J. Wofford
Name: Ted J. Wofford
Title: Corporate Treasurer

STATE OF ILLINOIS)
)
COUNTY OF Cook) SS

CONTRACTOR'S CERTIFICATION

[contractor's executing officer], being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED: July 13th, 2026

Paul Borg Construction Company

By: Kindle Filipowski
Name: Kindle Filipowski
Title: President

Attest:

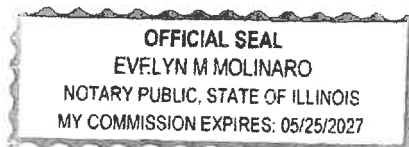
By: Trent D. Wilfonger
Name: Trent D. Wilfonger
Title: Corporate Treasurer

Subscribed and Sworn to before me on 13th of July, 2026

My Commission expires: 5-25-27

Eugene Milikard
Notary Public

(SEAL)



00119451.2

**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION OF
678 LEE STREET BUILDING CORE & SHELL
RESTAURANT PACKAGE**

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project:

The City of Des Plaines is pursuing a full building restoration of the existing 100-year-old Des Plaines Bank, including exterior marble veneer structural stability, new windows, basement waterproofing, new egress stairs, new roof and associated structure, interior restoration of historic plaster, and overall energy and baseline code compliance for MEP, Structural, Fire Protection systems and life safety. The project consists of approximately 20,630 SF total over 3 occupiable levels. This project is intended to provide a “warm vanilla shell” for the restaurant build-out with project scope extending to stub outs for restaurant scope.

2. Work Site:

678 Lee Street

Des Plaines, IL 60016

3. Permits, Licenses, Approvals, and Authorizations:

Contractor must obtain all required governmental permits, licenses, all contractor and sub-contractor City of Des Plaines business licenses current, approvals, and authorizations, except:



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

City of Des Plaines Building Permit; MWRD Permit



No Exceptions

4. **Commencement Date:**



Ten (10) days after execution of the Contract by Owner.



_____ days after execution of the Contract by Owner.



_____, 20____

5. **Completion Date:**



Eight (8) months after receipt of Notice of Award, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

6. **Insurance Coverage:**

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

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

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

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

All employees must be included as insureds.

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

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

- (3) Property Damage: \$2,000,000 per occurrence and \$5,000,000 aggregate.

Coverage must include:

- Premises / Operations
- Products / Completed Operations (to be maintained for two years after Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- Bodily Injury and Property Damage

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

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

All employees must be included as insured.



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

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

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



- E. Owner’s and Contractor’s Protective Liability Insurance. Contractor, at its sole cost and expense, must purchase this Insurance in the name of Owner with

a combined single limit for bodily injury and property damage of not less than \$1,000,000.

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

☐

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

☒

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

All Policies

The Additional Insured endorsement must identify Owner as follows:

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

☒

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

<u>Additional Insured</u>	<u>Policy or Policies</u>
<u>Pope Design Group</u>	<u>All</u>
_____	_____
_____	_____

7. Contract Price:

SCHEDULE OF PRICES

☒

- A. LUMP SUM CONTRACT

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

\$ _____

Schedule of Prices

A	B	C
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE
1	General Conditions/Project Management	\$1,507,729.00
2	Demolition	\$322,300.00
3	Concrete	\$137,150.00
4	Site Structural	\$884,300.00
5	General Trades	\$911,885.00
6	Roofing	\$210,500.00
7	Thermal & Moisture Protection	\$48,200.00
8	Doors & Windows	\$117,800.00
9	Conveying Systems	\$131,700.00
10	Aluminum and Glazing	\$1,011,000.00
11	Equipment	\$58,000.00
12	Fire Protection	\$241,773.00
13	Plumbing	\$655,600.00
14	HVAC	\$2,760,777.00
15	Electrical	\$1,085,572.00
16	Utilities	\$147,405.00
17	Other	\$59,309.00
	Grand Total	\$10,301,000.00

TOTAL PRICE : \$10,301,000.00

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

ALTERNATE PRICING

Item	Add/Deduct
Alternate #1: Vertical Glass at Skylight	Deduct \$40,000
Alternate #2: Specialty Interior Doors	Add \$105,000

☐ FORCE ACCOUNT OPTION. All Work will be paid on a force account basis, using the terms of Section 109.04(b) of the IDOT Standard Specifications For Road And Bridge Construction 2012, without limitation to “extra work.” Contractor shall be paid in installments as provided in the Contract. Contractor must submit Pay Requests including itemized statements of the cost of the Work, accompanied and supported by statements and invoices for all labor, materials, transportation charges and other items of the Work, using standard Illinois Department of Transportation schedules and report forms.

☐ B. UNIT PRICE CONTRACT

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

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

\$ _____



C. COMBINED LUMP SUM/UNIT PRICE CONTRACT

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

\$ _____

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

COMPLETE TABLE AS INDICATED

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

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

\$ _____

D. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

- Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
- All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and

3. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

8. Progress Payments:

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

B. Value of Work. The Value of the Work will be determined as follows:

- (1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor must, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner ("Breakdown Schedule"). The sum of the items listed in the Breakdown Schedule must equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule must be revised and resubmitted until acceptable to Owner. No payment may be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Work. If Contractor fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner will have the right either to suspend Progress and Final Payments for Lump Sum Work or to make such Payments based on Owner's determination of the value of the Work completed.

- (2) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work will be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place will be measured on the basis described in Attachment B to the Contract or, in the absence of such description, on

the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner's estimate only and may not be used in establishing the Progress or Final Payments due Contractor. The Contract Price will be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.

- C. Application of Payments. All Progress and Final Payments made by Owner to Contractor will be applied to the payment or reimbursement of the costs with respect to which they were paid and will not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

9. **Per Diem Administrative Charge:**

☒ \$ 5,000.00_____

☐ No Charge

10. **Standard Specifications:**

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

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

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

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

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

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

See Attachments for any special project requirements.

**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION
OF
678 LEE STREET BUILDING CORE & SHELL
RESTAURANT PACKAGE**

ATTACHMENT B

678 Lee Street PROJECT MANUAL

**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION
OF
678 LEE STREET BUILDING CORE & SHELL
RESTAURANT PACKAGE**

ATTACHMENT C

678 Lee Street PERMIT APPROVED as noted DRAWINGS

**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION
OF
678 LEE STREET BUILDING CORE & SHELL
RESTAURANT PACKAGE**

ATTACHMENT D

SPECIAL PROJECT REQUIREMENTS

Performance Bond
Labor and Materials Bond
Responsible Bidders Ordinance



**PUBLIC WORKS & ENGINEERING
DEPARTMENT**

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

MEMORANDUM

Date: July 20, 2026
To: Dorothy Wisniewski, City Manager
From: Tim Watkins, Director of Public Works & Engineering
Subject: Approve Right-of-Way License Agreement with SummitIG, LLC

Issue: SummitIG, LLC, has requested a Public Right-of-Way License Agreement.

Analysis: Pursuant to Title 9, Chapter 5 titled “Construction of Utility Facilities on Public Property”, SummitIG has requested that the City enter into a formal agreement for the installation of fiber network facilities in the City. The agreement provides specifications and conditions for installations, maintenance and repairs. It provides insurance coverage details as well as supplemental requirements and security funds.

Recommendation: We recommend approval of Right-of-Way License Agreement with SummitIG, LLC, 22365 Broderick Dr. Suite 250 Sterling, VA 20166.

Attachments:

Resolution R-174-26

1. Exhibit A: License Agreement
2. Exhibit B: Plan Sheets

CITY OF DES PLAINES

RESOLUTION R-174-26

**A RESOLUTION APPROVING A LICENSE
AGREEMENT BETWEEN THE CITY OF DES PLAINES
AND SUMMITIG, LLC. FOR INSTALLATION OF
FIBER OPTIC CABLE IN CITY RIGHTS-OF-WAY**

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, SummitIG, LLC, a Virginia limited liability company ("**SummitIG**"), is a telecommunications retailer under the Illinois Telecommunications Infrastructure Maintenance Fee Act and has been certified by the Illinois Commerce Commission as a Local Exchange Carrier, which authorizes it to install fiber optic telecommunications cables and appurtenant equipment (collectively, "**Fiber**") and provide Fiber-based internet service to customers in Illinois ("**Fiber Services**"); and

WHEREAS, SummitIG desires to install, operate, and maintain Fiber within the City's public rights-of-way in order to provide Fiber Services to locations within the City (collectively, "**Installation**"); and

WHEREAS, the City maintains standards for construction of utility facilities within its public rights-of-way, which are set forth in Title 9, Article 5, titled "Construction of Utilities Facilities on Public Property", of the Des Plaines City Code ("**Right-of-Way Construction Regulations**"); and

WHEREAS, pursuant to Section 9-5-1.C of the Right-of-Way Construction Regulations, the City and SummitIG desire to enter into a license agreement ("**License Agreement**") to allow SummitIG to install and maintain Fiber within the City's rights-of-way and provide Fiber Services locations within the City, subject to certain conditions and restrictions; and

WHEREAS, pursuant to the License Agreement, SummitIG will comply with the Right-of-Way Construction Regulations and certain supplemental requirements intended to enhance the efficient completion the large-scale Installation of Fiber, mitigate the effects of the Installation on City residents and business, protect existing infrastructure on, over, and within the City rights-of-way, and ensure minimum Fiber Service standards; and

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

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 LICENSE AGREEMENT. The City Council hereby approves the License Agreement in substantially the form attached to this Resolution as

Exhibit A, and in a final form to be approved by the City Attorney.

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

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED this _____ day of _____, 2026

APPROVED this _____ day of _____, 2026

VOTE: AYES ____ NAYES ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M Friedman, General Counsel

**PUBLIC RIGHT-OF-WAY USE LICENSE AGREEMENT
BETWEEN THE CITY OF DES PLAINES AN SUMMITIG, LLC
FOR INSTALLATION OF FIBER-OPTIC COMMUNICATION FACILITIES**

THIS AGREEMENT is entered into on _____, 2026, (**"Effective Date"**) by the **CITY OF DES PLAINES**, an Illinois home rule municipal corporation (**"City"**) and **SUMMITIG, LLC**, a Virginia limited liability company (**"Licensee"**). City and Licensee may be referred to individually as a "Party," or collectively as the "Parties."

RECITAL

WHEREAS, the City owns and maintains the public rights-of-way identified and depicted in **Exhibit A** to this Agreement; and

WHEREAS, the City maintains standards for construction of utility facilities within its public rights-of-way, which are set forth in Title 9, Chapter 5, titled "Construction of Utility Facilities on Public Property", of the City Code of the City of Des Plaines (**"City Code"**), as the same may from time to time be amended (**"PROW Construction Regulations"**); and

WHEREAS, the Licensee has requested that the City enter into this Agreement to memorialize the Parties' respective rights and responsibilities with respect to the licensing, construction, installation, operation, maintenance, and replacement of fiber optic telecommunications cables and appurtenant equipment (collectively, the **"Fiber Facilities"**) both underground and above ground where there are existing utility poles within portions of the City's public rights-of-way; and

WHEREAS, the Licensee, which has been certified by the Illinois Commerce Commission to provide facilities-based local and interexchange telecommunications services and resold local and interexchange telecommunications services within the State of Illinois, is not delivering, and does not intend to deliver, cable television services, but rather intends to provide fiber optic telecommunications services; and

WHEREAS, in consideration of, and subject to, the terms of this Agreement, the City is willing to allow the Licensee to construct, install, operate, maintain, and replace its Fiber Facilities within the City's public rights-of-way identified in **Exhibit A** (**"Approved PROW Locations"**); and

WHEREAS, the City has determined that it is useful to the City and its residents to grant a license to the Licensee as provided in this Agreement for the purpose of memorializing the Licensee's rights and obligations with regard to the installation, operation, maintenance, and repair of the Fiber Facilities in the Approved PROW Locations; and

WHEREAS, the Licensee is authorized to enter into and perform and assume all of its obligations under this Agreement;

NOW, THEREFORE, in consideration of the mutual consideration exchanged between the Parties as set forth in this Agreement, the sufficiency and receipt of which are mutually acknowledged, the Parties agree as follows:

SECTION 1. RECITALS. The Recitals are incorporated into this Agreement as substantive terms of this Agreement.

SECTION 2. GRANT OF RIGHT-OF-WAY USE LICENSE. For and in consideration of the terms of this Agreement and compliance with all federal, State of Illinois, and City local laws and regulations, including, without limitation, the PROW Construction Regulations, as well as the Supplemental Requirements for Public Right-of-Way Fiber Installations ("***Supplemental Requirements***") attached to this Agreement as **Exhibit B**, the City hereby grants to the Licensee a non-exclusive revocable license ("***License***") to construct, install, operate, maintain, repair, relocate, remove and replace (collectively, "***Installation***") the Fiber Facilities in the Approved PROW Locations. The License does not (i) convey any right, title, or interest of any kind (including any ownership or leasehold interest) in any City public rights-of-way, nor (ii) grant or convey any permission or right in the Licensee to provide telecommunication services of any kind within the City, but is a license only for the use and occupancy of the Approved PROW Locations for the limited purposes stated in this Agreement. The Licensee acknowledges the jurisdiction of the City to regulate its public rights-of-way and agrees to comply with the PROW Construction Regulations and the Supplemental Requirements.

Notwithstanding the limited scope of the License, in the event of an emergency or other unexpected major repair, the Licensee may access City public rights-of-way to undertake emergency maintenance or repair work as required under the circumstances. Unless otherwise directed or approved by the City, all emergency maintenance or repair work must comply with the requirements for emergency maintenance in the PROW Construction Regulations and the Supplemental Requirements.

SECTION 3. DESCRIPTION OF FIBER FACILITIES.

A. Facility Specifications. The Fiber Facilities for which the License is granted are composed of dedicated fiber optic cable and related components. The components of, and the general plans for, the Fiber Facilities are depicted in **Exhibit C** ("***Facility Specifications***").

B. Changes to Type or Scope of Facilities. The License is granted only for Fiber Facilities matching or substantially similar to the Facility Specifications and the Approved PROW Locations. If the Licensee desires to expand the Fiber Facilities into any additional locations or install Fiber Facilities substantially differing from those depicted in the Facility Specifications, then the Licensee must request, in advance and in writing, the approval of the City for that expansion or alternative or additional equipment; such approval not to be unreasonably withheld or delayed. The additions, alterations, or expansions must be documented in an addendum to this License Agreement approved by resolution of the City Council.

SECTION 4. CONSTRUCTION AND MAINTENANCE OF FIBER FACILITIES.

A. Construction Within and Use of Public-Rights-of-Way; Permits.

1. **Construction Within and Use of Public Rights-of-Way.** All construction within the City rights-of-way must comply with the PROW Construction Regulations, the Supplemental Requirements, and other applicable laws, ordinances, and regulations. The Licensee must not unnecessarily interfere with property of City and other authorized users of the Approved PROW Locations or any other public rights-of-way except with the advance, written permission of the City, which may be granted or withheld in the City's sole discretion, not to be unreasonably withheld, or in the case of an emergency. This Agreement does not authorize the Licensee to use, enter upon, or otherwise encroach on, any privately-owned

property except if within a City easement or compatible municipal utility easement identified within the list of Approved PROW Locations.

2. Permits. The Licensee must secure all required permits, including City permits, for the Installation of the Fiber Facilities prior to commencing Installation of the Fiber Facilities. The Licensee also must post a Security Fund with the City in the forms and amounts required by the PROW Construction Regulations and the Supplemental Requirements.

3. Fees. The Licensee is not required to pay any additional fees to the City under this Agreement, so long as: (a) the Licensee maintains a status as a Telecommunications Retailer under the Telecommunications Infrastructure Maintenance Fee Act (35 ILCS 635/1 *et seq.*), and (b) the Licensee timely pays the taxes imposed by the Simplified Municipal Telecommunications Tax Act (35 ILCS 636/5-1 *et seq.*) to the State of Illinois. If at any time the Licensee does not have status as a Telecommunications Retailer under the Telecommunications Infrastructure Maintenance Fee Act or the City no longer imposes a tax pursuant to the Simplified Municipal Telecommunications Tax Act, then the Licensee must pay all applicable and required City fees, taxes, and other compensation required by the City in exchange for the License to replace revenue previously generated by the Simplified Municipal Telecommunications Tax Act, such fees, taxes and other compensation to be set forth in an amendment to this Agreement.

B. Installation and Maintenance of Fiber Facilities.

1. The Licensee must maintain the Fiber Facilities in a good and safe condition at all times and in compliance at all times with applicable federal, State of Illinois, and City regulations, including, without limitation, the PROW Construction Regulations and the Supplemental Requirements.

2. The Licensee must complete construction of the Fiber Facilities at the Approved PROW Locations within **thirty-six (36) months**. At the Licensee's request, the City may consent to a reasonable extension, such consent not to be unreasonably or discriminatorily withheld, conditioned, or delayed. Failure to complete installation during this time period, or such longer time period agreed to by the Parties, is grounds for revocation of the License.

C. Property Restoration and Repairs.

1. Obligation to Restore and Repair. Licensee must restore all areas disturbed by the Licensee's Installation of the Fiber Facilities in full compliance with both the PROW Construction Regulations and this Agreement, including the Supplemental Requirements ("**Restoration**").

2. Failure to Restore and Repair. If the Licensee fails to perform any required Restoration within the required time period, then the City may undertake the Restoration, at the Licensee's expense, using the City's own forces or third-party forces. The Licensee must reimburse the City for all reasonable costs and expenses actually incurred by the City related to the Restoration, including reasonable administrative costs, within 21 days after receipt of an invoice of those costs and expenses from the City. The invoice must include reasonable detail of the costs and expenses and must include receipts or other documents when available. If the Licensee fails to pay the City within the 21-day period, then the City may issue a notice to the Licensee that the City will (i) reimburse itself from the Security Fund and (ii) terminate this Agreement if payment is not received within fourteen (14) days after the date

of that notice. If the Licensee fails to pay the City within that fourteen (14) day period, then the City may immediately terminate this Agreement.

D. Duty to Provide Information. No more than once per twelve (12) month period, the City shall have the right to audit or otherwise inspect Licensee's network maps within Des Plaines to the extent reasonably necessary to confirm compliance with this Agreement, including proper payment of all fees under this Section 4. Within fifteen (15) days after receipt of a written request from the City, Licensee must furnish any information requested that is necessary, as determined by the City, for the City's management of the public right-of-way and reasonably related to the subject matter according to the terms of this Agreement or the Installation of the Fiber Facilities, the License, and any business activities related to the License or business operations of Licensee in the City. The City will make all reasonable efforts to ensure that proprietary and confidential information disclosed to the City pursuant to this provision shall be asserted as confidential and not publicly disclosed without an order of a court of competent jurisdiction or the Public Access Counselor of the State of Illinois.

E. Right to Relocate. Within ninety (90) days following written notice from the City, the Licensee must, at its own expense, temporarily or permanently remove, relocate, change or alter the position of any Fiber Facilities within the rights-of-way whenever the City determines 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. At the Licensee's request, the City may consent to a longer period, such consent not to be unreasonably or discriminatorily withheld, conditioned or delayed. Any relocation required by a third party shall be at such third party's sole cost and expense.

SECTION 5. LIABILITY AND INDEMNITY AND INSURANCE.

A. No Liability for Damage to Fiber Facilities. Unless directly and proximately caused by a willful, intentional, or malicious act of the City or its officers, agents, elected or appointed officials, employees, departments, boards and commissions, the City will not be liable for, and the Licensee expressly waives all claims it may have against the City for, any and all damage to or loss of the Fiber Facilities.

B. Indemnification. To the fullest extent permitted by law, and in addition to any indemnification requirements set forth in the PROW Construction Regulations, the Licensee will hold harmless, indemnify, and defend the City and its officials, officers, employees, attorneys and agents (collectively, "***Indemnified Parties***") from and against all injuries, deaths, losses, damages, claims, demands, suits, liabilities, judgments, costs, and expenses, including reasonable attorneys' fees (collectively "***Claims***" and each a "***Claim***"), to the extent they arise out of, or result from, whether directly or indirectly, any act or omission of the Licensee or any of its affiliates, officials, officers, employees, agents, contractors, or subcontractors in connection with this Agreement, Installation of the Fiber Facilities, the Licensee's use of the City's public rights-of-way, or the provision of services over the Fiber Facilities. The Licensee has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the negligence or willful misconduct of the City, its officers, agents, employees, and elected officials.

C. No Limitation or Subrogation. The indemnification and defense required by this Agreement are not limited by the amount of the insurance available to either Party and will not be subject to subrogation. The Licensee, as to its own acts or omissions, will, and does hereby agree to, pay all expenses, including reasonable legal fees and administrative

expenses, incurred by the City in defending itself with regard to any and all of the Indemnified Claims.

D. Insurance. The Licensee must comply with, and maintain insurance in accordance with, the insurance requirements contained in the PROW Construction Regulations or the Supplemental Requirements at all times when Installation is taking place and when any part of the Fiber Facilities is located within any City public right-of-way.

E. Security. The Licensee must provide a "Security Fund" in compliance with the PROW Construction Regulations and the Supplemental Requirements.

SECTION 6. TERM; TERMINATION.

A. Term of Agreement. The term of this Agreement is five (5) years, beginning on the effective date of this Agreement ("***Initial Term***"), unless otherwise sooner terminated as provided for herein. Following the Initial Term, this Agreement will automatically renew for successive five (5) year terms provided that the Licensee is in full compliance with the terms and conditions of this Agreement at the time of renewal ("***Renewal Terms***"), unless either Party provides notice to the other Party that it does not wish the Agreement to renew at least ninety (90) days before the end of the then-current Initial Term or Renewal Term. In the event this Agreement is not renewed, the Licensee shall, within thirty (30) days of written notice from the City, or such longer period of time as the Parties may agree, remove its Fiber Facilities from all City rights-of-way, or those portions designated by the City, other than any Fiber Facilities which the City may permit to be abandoned in place, and complete the Restoration of all the rights-of-way as required by this Agreement.

B. Termination of Agreement.

1. **Termination by Licensee.** Subject to the conditions stated in this Section 6.B.1, the Licensee may terminate this Agreement at any time and for any reason upon thirty (30) days advance written notice to the City of its intention to terminate. Upon Licensee's termination of this Agreement, Licensee shall cause the removal of the Fiber Facilities from the City right-of-way and shall return the City right-of-way to good condition. If Licensee fails to remove the Fiber Facilities and restore City right-of-way within thirty (30) days of termination, or such longer period of time as the Parties may agree, the City shall have the right to remove the Fiber Facilities from the City right-of-way. All costs of said removal and restoration shall be paid by Licensee within thirty (30) days of an invoice from the City sent to Licensee.

2. **Termination by City.** Subject to the conditions stated in this Subsection B, the City may terminate this Agreement for any of the causes set forth below:

a) Licensee's failure to cure one of the following within thirty (30) days (or such longer period of time as the Parties may agree) after receiving specific written notice of the breach from the City:

- 1) A violation of any material term or condition of this Agreement;
- 2) Failure to provide the required traffic control during Installation; and to respond to requests from the City to correct such deficiencies within a reasonable time;

- 3) Failure to perform any Restoration as required pursuant to Section 4 of this Agreement; and
- 4) Installation of the Fiber Facilities is contrary to the plans and specifications approved by the City or outside the scope of the License approved by this Agreement.

In instances where a cure has been commenced but cannot reasonably be completed within the thirty (30) day cure period, at the Licensee's request, the City may consent to a reasonable extension, such consent not to be unreasonably or discriminatorily withheld, conditioned, or delayed.

- b) Immediately upon the occurrence of any of the following:
 - 1) The failure of Licensee to comply with all applicable and material federal, State of Illinois, or local laws, ordinances, rules, and regulations including the PROW Construction Regulations and the Supplemental Requirements;
 - 2) The Licensee makes a fraudulent, false, misrepresenting, or materially incomplete statement in seeking this Agreement, that is relied upon for renewal of this Agreement, or in a permit application;
 - 3) The Licensee is adjudged to be bankrupt, has a receiver appointed for it, makes an assignment for the benefit of creditors, or has a significant amount of its property sold under the execution or other legal process or is seized by creditors;
 - 4) The Licensee transfers this License without the City approval required under this Agreement;
 - 5) The Licensee ceases its business operations or ceases operation of the Fiber Facilities, unless the cessation of operation was due to circumstances beyond the reasonable control of the Licensee and the Licensee resumes operations within thirty (30) days after they were ceased; and
 - 6) The physical presence of any portion of the Fiber Facilities presents a direct or imminent threat to the public health, safety, or welfare—whether due to its location, condition, or other circumstance—and the Licensee fails to mitigate that threat promptly.

As part of the termination of this Agreement by the City, the City will direct the Licensee as to what portion of the Fiber Facilities, if any, the Licensee must remove from the City's public rights-of-way. Any portion of the Fiber Facilities designated for removal must be removed by the Licensee at its expense within thirty (30) days following written notice from the City, or as otherwise mutually agreed to by the Parties, other than any Fiber Facilities which the City may

permit to be abandoned in place, and the Licensee must restore all disturbed public rights-of-way to the standards in the PROW Construction Regulations and the Supplemental Requirements. Additionally, upon termination of this Agreement, all or any portion of the Fiber Facilities in the public rights-of-way may be permanently abandoned by Licensee in place. Upon permanent abandonment, the ownership of such Fiber Facilities, including everything permitted by City to be abandoned in place, shall transfer to City and Licensee shall cooperate to execute any documents necessary to accomplish such transfer within thirty (30) days of such allowance of abandonment.

SECTION 7. ENFORCEMENT.

A. Enforcement. The City and the Licensee may seek to, in law or in equity, by suit, action, mandamus or any other proceeding, including, without limitation, specific performance, enforce or compel the performance of this Agreement; provided, however, that the Licensee agrees that it shall have no recourse whatsoever against the City or any City elected or appointed officials, agents, representatives, attorneys or employees for any loss, costs, expense or damages arising out of or materially related to any provision or requirement of the City because of the enforcement of this Agreement.

B. Prevailing Party. In the event of a judicial proceeding brought by one Party against the other Party, the prevailing Party in the judicial proceeding is entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial proceeding.

SECTION 8. GENERAL PROVISIONS.

A. Transfer or Assignment of Agreement. This Agreement is binding on, and inures to the benefit of the City and the Licensee and their respective successors and assigns. Except as stated in this Section 8, the Licensee has no right or authority to transfer or assign the License, this Agreement, or any interest in any part of the License or this Agreement without the prior, express, written consent of the City, which consent may not be unreasonably withheld or delayed so long as the assignee fully assumes all of the Licensee's obligations under the Agreement. The Licensee may assign this Agreement without consent to an affiliate or to a successor in connection with a merger, reorganization, or sale of all or substantially all of the Licensee's assets or ownership, but only so long as the assignee fully assumes all of the Licensee's obligations under this Agreement.

B. Complete Agreement; Amendments. This Agreement represents the entire agreement between the City and the Licensee. This Agreement may be amended only in writing with the signatures of properly authorized representatives.

C. Incorporation of Exhibits. Exhibits A through C are hereby incorporated as substantive provisions of this Agreement.

D. Governing Law; Venue. This Agreement will be governed, interpreted, and construed in accordance with the laws, but not the conflicts of law rules, of the State of Illinois. The venue for any dispute between the Parties will be in the Cook County Circuit Court in Cook County, Illinois, or the United States District Court for the Northern District of Illinois.

E. Taxes. Nothing contained in this Agreement will be construed to exempt the Licensee from any applicable fee, tax, property tax levy, or assessment that is or may be

hereafter lawfully imposed, and the Licensee will be responsible for the payment of any applicable taxes assessed relative to its use of the City's public rights-of-way or its operation of the Fiber Facilities.

F. No Waiver. The waiver by a Party of a particular breach of this Agreement or the failure of a Party to enforce a particular term of this Agreement at any particular time, or for any period of time, will not be construed or deemed to be a waiver of any other breach or a bar from enforcing any other term.

G. Conflict. In the event of any conflict with, or inconsistency between, the provisions of this Agreement, the PROW Construction Regulations, or the Supplemental Requirements, the provisions of this Agreement shall govern and control during the term of this Agreement and any lawful renewal thereof.

H. Notice. A notice under this Agreement must be in writing and will be deemed to be served effectively when deposited in the mail with sufficient first-class postage affixed and addressed to the Party at the Party's place of business. Notices must be addressed as follows:

If to City: City of Des Plaines
1420 Miner Street
Des Plaines, Illinois 60016
Attn: City Manager
Email: dwisniewski@desplainesil.gov

With a copy to: City of Des Plaines
Public Works and Engineering Department
111 Joseph J. Schwab Road
Des Plaines, Illinois 60016
Attn: Director of Public Works and Engineering
Email: twatkins@desplainesil.gov

If to Licensee: SummitIG, LLC
22365 Broderick Dr. Suite 250
Sterling, VA 20166
Attn: Legal
Email: legal@summitig.com

I. Good Faith Cooperation. The Licensee and the City agree that in the event a decision by a regulatory authority at the federal, state, or local level requires modifications of this Agreement then the Licensee and the City will negotiate in good faith to modify this Agreement to permit each Party, to the extent practicable, to enjoy the intended benefits of this Agreement. The Licensee and the City otherwise mutually agree to cooperate with each other in good faith to perform their duties and obligations under this Agreement.

J. Force Majeure. The City and the Licensee will not be responsible for any failure to perform or delay in performance due to unforeseen circumstances or due to a cause beyond the party's control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, or accidents.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the City and the Licensee have caused this Agreement to be signed by their duly authorized representatives as of the Effective Date.

ATTEST:

CITY OF DES PLAINES

By: _____
City Clerk

By: _____
City Manager

ATTEST:

SUMMITIG, LLC

By: _____

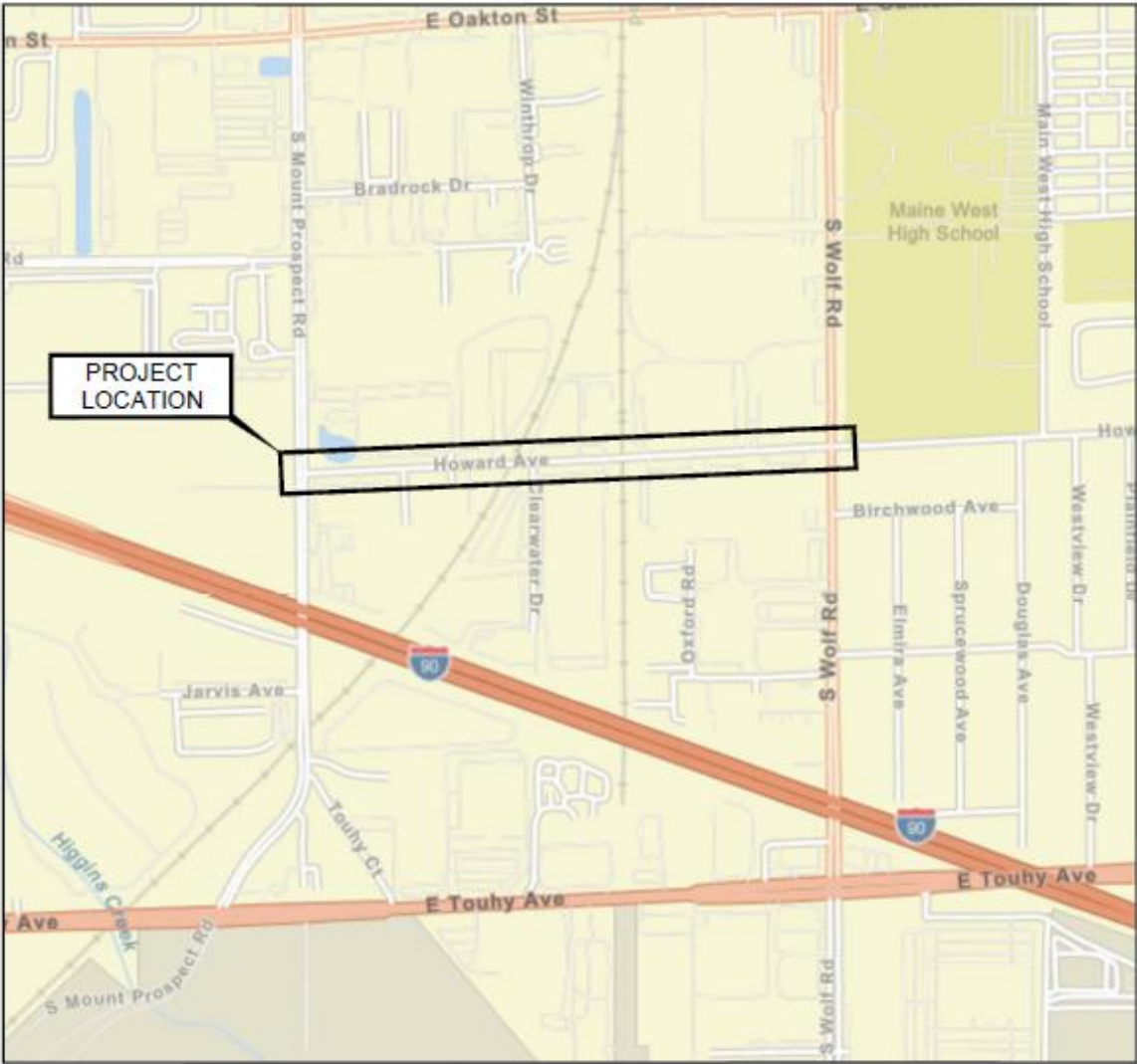
By: _____
Sunny Kumar

Title: _____

Its: Chief Executive Officer

EXHIBIT A

APPROVED PROW LOCATIONS FOR FIBER FACILITIES



•

EXHIBIT B**SUPPLEMENTAL REQUIREMENTS FOR PUBLIC RIGHT-OF-WAY FIBER INSTALLATIONS**

The following requirements are supplemental to, and shall be read in concert with, the requirements of the City's PROW Construction Regulations. In the event of a conflict between the PROW Construction Regulations and these Supplemental Requirements, the requirement that is stricter or more protective of the City governs.

Permit Application Requirements and Time Limits

- Time Limit on Permit Validity: No PROW construction permit will remain open beyond the time limits set forth below:
 - If work has not commenced on the installation within ninety (90) days after the date of permit issuance, the permit will be cancelled and a new permit application and fee for installation in same location will be required.
 - If installation has commenced but not been completed within thirty-six (36) months after the date of permit issuance, the permit will be cancelled, all ongoing work will cease, and the City will be authorized to commence site restoration, including reimbursement of its costs from the restoration deposit.
- Security Fund: A security fund/restoration deposit in an amount that is the lesser of \$50,000 per permit or \$7.50 per linear foot will be required to be provided to the City as a precondition of the issuance of a PROW construction permit. The security fund may be made in the form of a cash deposit or a letter of credit in a form acceptable to the City. The Security Fund will be returned to the Licensee upon completion of installation, restoration, inspection and approval of the restored PROW and closing out of the permit by the City.
- Reimbursement of Municipal Third-Party Costs: Licensee will reimburse the City for any third-party consultants it requires to inspect permit applications, plans, or work sites for compliance with the PROW Construction Regulations and these supplemental requirements.

Supplemental Construction and Restoration Requirements

- Minimum Height of Overhead/Aerial Installations: The minimum height for overhead wires twelve feet (12') in rear and side yard easements and fourteen feet (14') six inches (6") over roadways.
- Directional Boring or Jacking Required: All underground installations of Fiber Facilities must be conducted through directional boring or jacking rather than open trench installation, unless otherwise approved by the City in writing.
- Location of Fiber Facilities: All installation of the Fiber Facilities must be made in existing easements on either (i) private property (e.g. in back yards) where easements are available or (ii) within public rights-of-way. Where possible, Fiber Facilities should be installed to run parallel and same general location to other fiber/cable installations to keep "like with like."

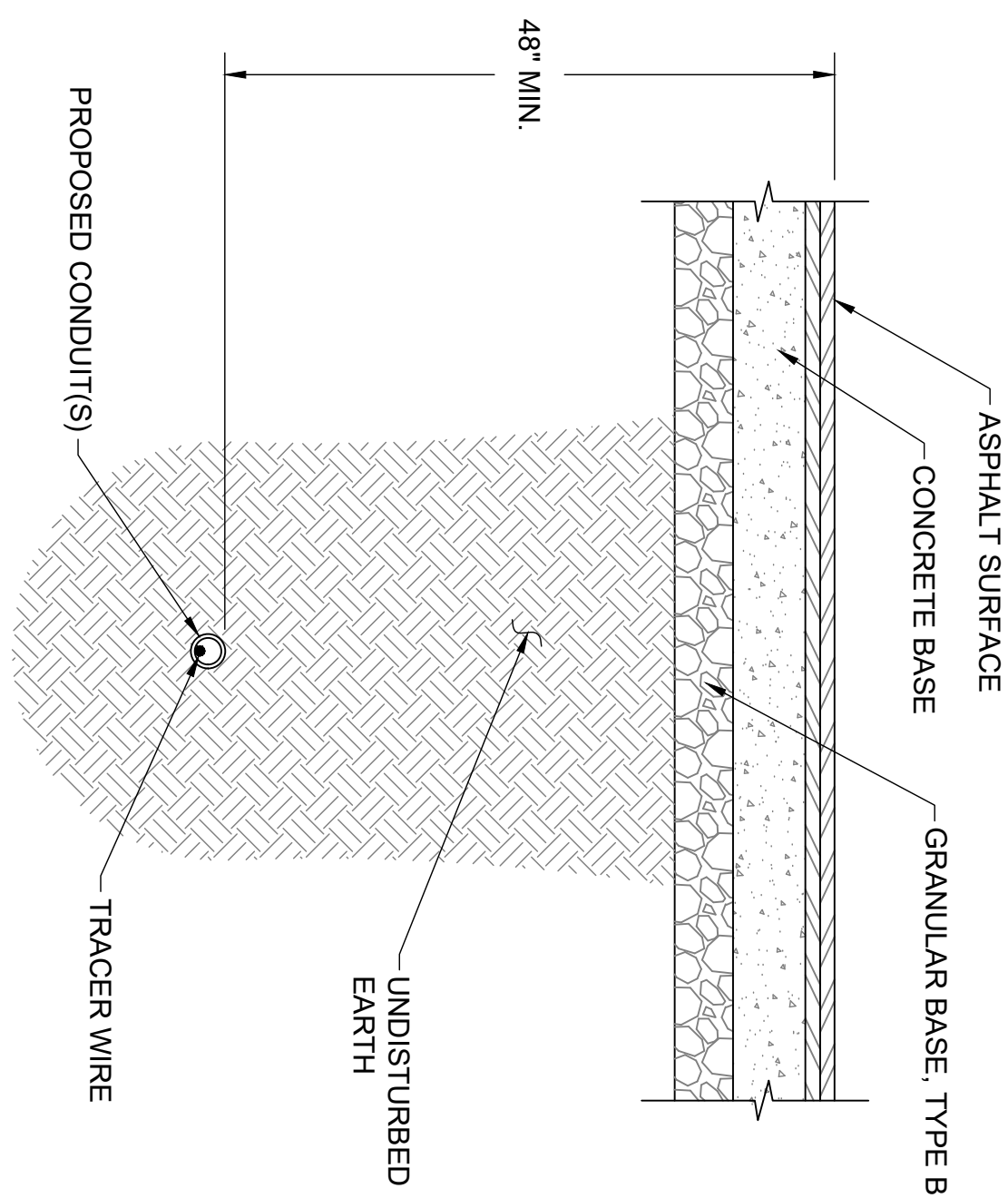
- Tree Survey: If necessary, Licensee must provide or pay for an arborist report regarding impact on trees designated by the City to be preserved in Approved PROW Locations that may be affected by construction and perform recommended protection methods for those trees.
- Televising of Impacted Municipal Utilities: Both before and after installation of the Fiber Facilities, the Licensee must televise each sanitary and storm sewer main with a view of the lateral lines. The Licensee must retain and hold the footage, and provide footage to the City upon request.
- Conduits. The Licensee must label each conduit it installs, with clear indication of Licensee's ownership of conduit, per City's direction.
- Notice to Impacted Property Owners: Licensee will provide written notices, in the form of door hangers or physically posted letters, to notify private property owners of dates and scope of installation activities that will impact their properties. Such notices will provide property owners with email and telephone contact information for both the Licensee's Representative and the installation contractor.
- Restoration Requirements
 - Service connection to individual users must be buried within seven (7) days after completed installation.
 - Restoration must be completed within five business days after installation of Fiber Facilities on a block (from intersecting/ intercepting street to intersecting/ intercepting street) is completed.

EXHIBIT C

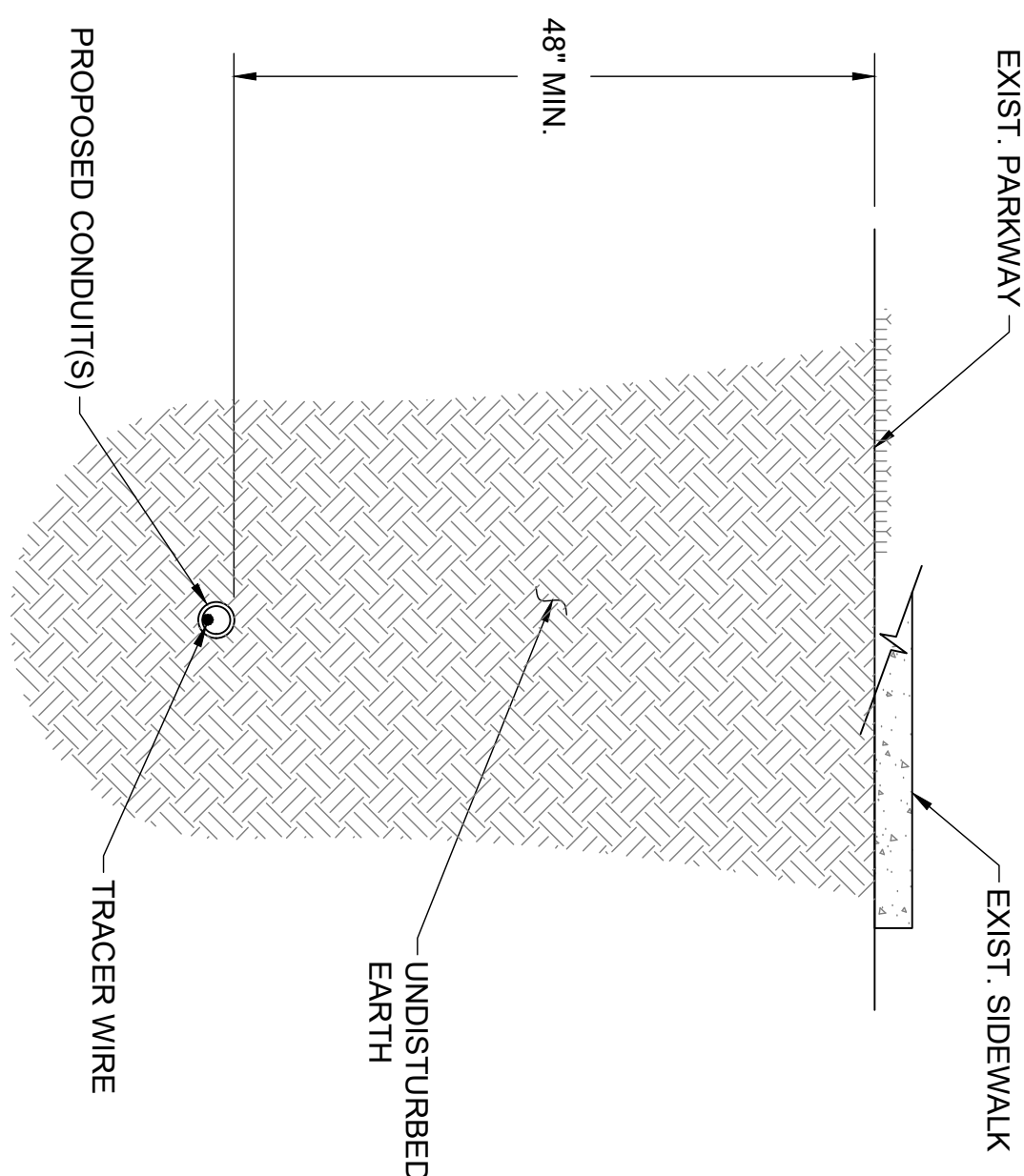
FIBER FACILITY SPECIFICATIONS

[INSERT SPECIFICATION PAGES 12-14 FROM PLAN SET]

STANDARD CONSTRUCTION DETAILS



TYPICAL BORE CROSS SECTION
(ROADWAY)
NOT TO SCALE



TYPICAL BORE CROSS SECTION
(SIDEWALK/PARKWAY)
NOT TO SCALE

Inside Dimensions		
Length	Width	Depth
58 1/4"	34 3/4"	32 5/8"
[1480]	[883]	[829]

FEATURES:

- 36" X 60" X 36" (open floor) actual dimensions on drawing)
- BULK Vault – SHIELD X Split cover - Tier 2 Load Rated (ANSI/SCFE 77: 2016)
- (4) Cover fastener large bolts, Hex (9/16") or Penta (7/8") head with washer (304 stainless steel)
- (7/8") Non-Seizing Fastening System, Field Replaceable
- (4) Embedded Composite Head Support
- (1) Lifting slot, per cover, equipped with stainless steel pin (slot is approximately 4 1/2" X 3")
- (1) Logo Disk
- (1) Galvanized Center Beam
- Stainless steel hardware is 300 series.
- Available with flush to surface pad lock box.

WEIGHT & SHIPPING:

- Cover Weight:
 - o Fixed Half 76 lbs.
 - o Lock-Half: 80 lbs.
- Box Weight: 209 lbs
- Assembly Weight: 365 lbs

PERFORMANCE TESTING:

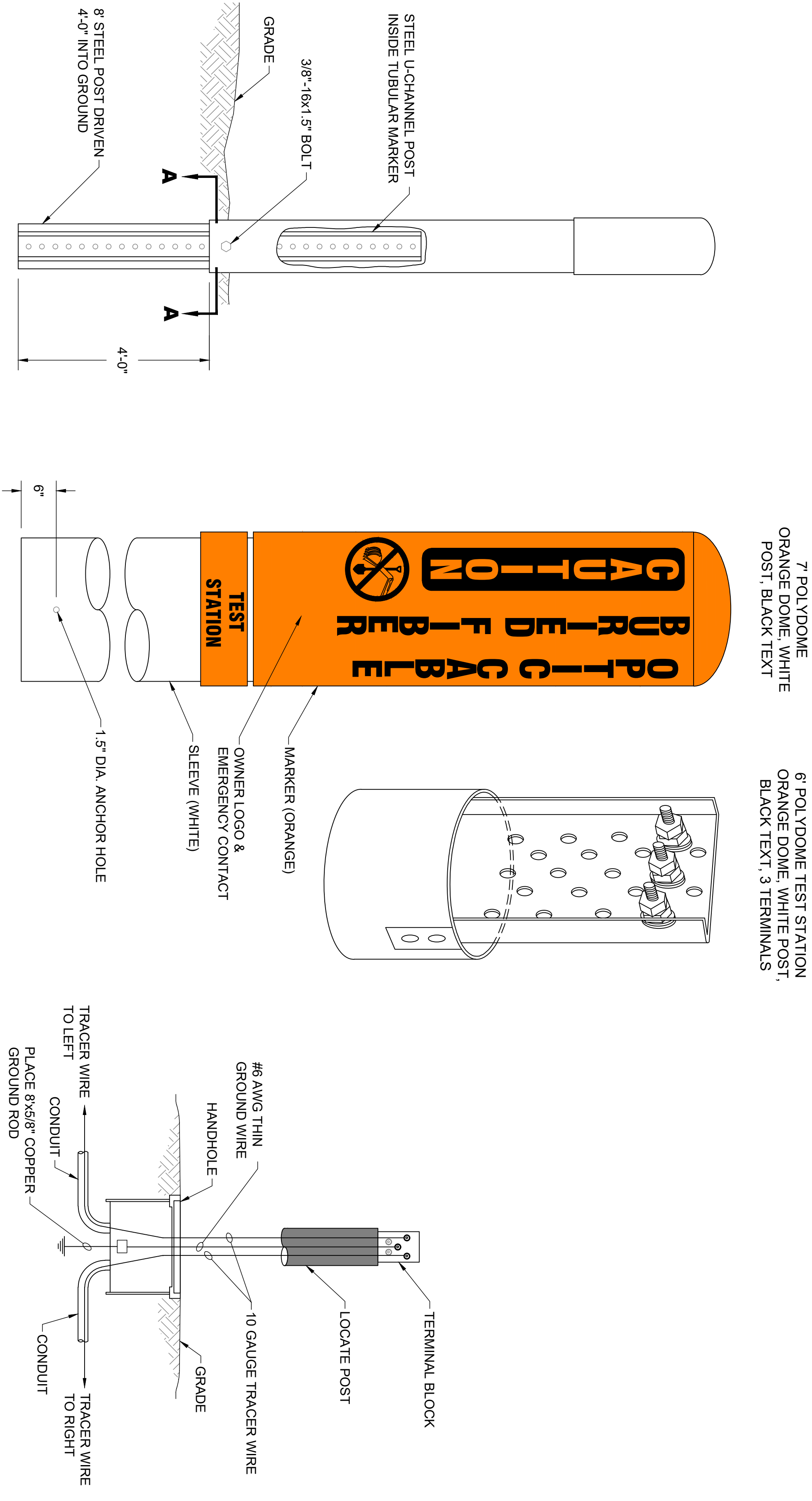
- ANSI/SCFE 77: 2016 – TIER 22 rated (33,750 lbs)
- AAS996 – Class C
- EN124 Class B125
- ASTM C1028-07 & AS-4586 (Slip Resistance)
- 10,000 Hour Xenon-Arc Exposure (No fiber-bloom)
- ASTM D533-06 (Flammability)

BULK366036
BULK VAULT - HIDE STRUCTURAL FOAM
SHIELD X COMPOSITE COVER

BULK
 TM
 TM

ENGINEER:		
CCSI NETWORKS		
A NETWORKCONNEX COMPANY		
5101 THATCHER RD. DOWNERS GROVE, IL 60515 OFFICE 630.572.9999 • FAX 630.572.9998		
OWNER:		
SUMMIT INFRASTRUCTURE GROUP, LLC 22365 BRODERICK DR. SUITE 250 STERLING, VA 20166		
CONTRACTOR:		
TBD		
TITLE: PROPOSED FIBER OPTIC CONDUIT INSTALLATION		
HOWARD AVE & S MOUNT PROSPECT RD DES PLAINES, COOK COUNTY, IL 60018		
PROJECT NUMBER:	2616-005-U04	
DRAWN BY:	SJP	
DATE DRAWN:	03/13/26	
03/13/26	PERMIT	SJP
NO. DATE	DESCRIPTION	BY
REVISIONS		
SHEET NUMBER		
12		
OF 14		

STANDARD CONSTRUCTION DETAILS



ENGINEER:			
 CCSI NETWORKS			
A NETWORKXGGINNEX COMPANY			
5101 THATCHER RD. DOWNERS GROVE, IL 60515 OFFICE 630.572.9999 • FAX 630.572.9998			
OWNER:			
CONTRACTOR:			
 SummitIG			
SUMMIT INFRASTRUCTURE GROUP, LLC 22365 BRODERICK DR. SUITE 250 STERLING, VA 20166			
TITLE:			
PROPOSED FIBER OPTIC CONDUIT INSTALLATION			
HOWARD AVE & S MOUNT PROSPECT RD DES PLAINES, COOK COUNTY, IL 60018			
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DRAWN BY:	SJP		
DATE DRAWN:	03/13/26		
REVISIONS			
NO.	DATE	PERMIT DESCRIPTION	SJP BY
	03/13/26		
SHEET NUMBER			
13			
OF 14			



**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT**

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

MEMORANDUM

Date: July 20, 2026

To: Dorothy Wisniewski, City Manager

From: Jonathan Mendel, Assistant Director of Community and Economic Development
Jeffrey Rogers, Director of Community and Economic Development

Subject: Consideration of Ordinance Z-15-26 Approving a Conditional Use for a Livery Service at 301 W. Oakton St, Case #26-020-CU (8th Ward)

Issue: The petitioner requests a Livery Service Conditional Use in the M-2 district at 301 W. Oakton Street.

Analysis: The petitioner requests a Livery Service Conditional Use in the M-2 district at 301 W. Oakton Street.

Petitioners: Summit School Services LLC, 2601 Navistar Drive, Lisle, IL 60532

Owners: GTV Des Plaines LLC, 9500 Bryn Mawr Avenue, Suite 130, Rosemont, IL 60018

Case Number: #26-020-CU

PIN: 08-25-200-004-0000

Ward Number: #8, Alderman Mike Charewicz

Existing Zoning: M-2, General Manufacturing

Existing Land Use: Industrial building/site

Surrounding Zoning: North: R-3, Townhouse Residential District
South: M-2, General Manufacturing District
East: M-2, General Manufacturing District
West: M-2, General Manufacturing District

Surrounding Land Uses: North: Townhouse Residences (residential)
South: Manufacturing (industrial)
East: Warehouse (industrial)
West: Metropolitan Water Reclamation District Treatment Plant

Street Classification:	West Oakton is classified as a minor arterial under IDOT jurisdiction.
Comprehensive Plan:	The Comprehensive Plan illustrates this site as industrial.
Property/Zoning History:	The property at 301 W. Oakton Street has been used for industrial. Per City records, a driveway access point to Marshall Drive at the property was added in 1995. The following is an aerial photo of the immediate neighborhood with the subject property outlined in yellow.



CONDITIONAL USE

Request Summary:	Overview The petitioner requests a conditional use to operate a livery service on the subject property. The details of the request are provided in the attached Project Narrative. A livery service is a conditional use in the M-2 zoning district. The subject property consists of one 7.29 acre parcel located on the south side of Marshall Drive, developed with an industrial building and off-street parking areas. <i>Proposed Operations</i> Based on the attached Project Narrative, the site will be used for school bus pickup and drop-off, administrative functions, driver staging, training, and other customary operations associated with public/private school transportation services. Operations will occur primarily during the school year with primary operating hours from 5:30 AM to 5:30 PM, Monday to Friday. Peak activity periods are anticipated between approximately 7:00-9:00 AM and 2:00-5:00 PM. The petitioner anticipates 8 full-time and 85 part-time employees based on routing and school schedules. <i>Proposed Site Plan and Off-Street Parking</i> As shown in the attached Site and Striping Plan, the site will have 73 passenger vehicle parking spaces for on-site staff and drivers. Additionally, there are 85 bus parking spaces.
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fenced off-street area with ample circulation aisles throughout the site providing typical active, reserved and/or under-repair school buses.

City Code Section 12-9-7 (Off Street Parking Requirements) does not explicit parking requirement for Livery Services. Therefore, we rely on the petitioner's traffic study to determine if the subject property may have sufficient off-street passenger vehicle parking spaces and 85 bus parking spaces and 74 spaces plus operating hours, there should be sufficient off-street parking throughout the site to accommodate the proposed livery service given the staggered driver start time space could be used for passenger vehicle parking when busses are in service.

Traffic Impacts, Access & Circulation

The petitioner's attached traffic study outlines the proposed use's traffic impacts during normal operating hours. The study explains the staggered departure and return that the proposed operation should have no objectively measurable impact on surrounding neighborhood roadways.



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

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

Comment: The property is zoned M-2, General Manufacturing District and a Livery Service is a conditional use within the M-2 zoning district.

2. **The proposed Conditional Use is in accordance with the objectives of the City's Comprehensive Plan:**
Comment: The 2019 Comprehensive Plan Future Land Use Map designates this property for Industrial land uses. The proposed livery service is an industrial use aligning with the Comprehensive Plan and as proposed could be considered a lower intensity industrial land use generally and even within the context of possible livery service operations.
3. **The proposed conditional Use is designed, constructed, operated and maintained to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity:**
Comment: The proposed livery service will be located within an existing industrial building that is harmonious and appropriate in appearance to adjacent industrial development along the south side of West Oakton Street. Additionally, the proposed livery service may be lower intensity peak livery service operation and whose operational peaks will be primarily limited weekdays during the normal school years as opposed to the possible all day/year operations permitted by-right for warehouse/logistics operations.
4. **The proposed Conditional Use is not hazardous or disturbing to existing neighboring uses:**
Comment: As stated above, the proposed livery service is a lower intensity peak livery service operation and whose operational peaks will be primarily limited weekdays during the normal school years as opposed to the possible all day/year operations permitted by-right for warehouse/logistics operations.
5. **The proposed Conditional Use is to be served adequately by essential public facilities and services, such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or, agencies responsible for establishing the Conditional Use shall provide adequately any such services:**
Comment: The proposed livery service should not have any objectively measurable impact on the adjacent Oakton Street and Marshall Drive/Wille Road streets and will not have any impact on any other essential public facilities.
6. **The proposed Conditional Use does not create excessive additional requirements at public expense for public facilities and services and will not be detrimental to the economic well-being of the entire community:**
Comment: The proposed livery service should not create excessive additional requirements at the public expense, especially in relation to the other M-2 district permitted by-right land uses.
7. **The proposed Conditional Use does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke fumes, glare or odors:**
Comment: Additionally, as stated above, the proposed livery service is a low intensity peak livery service operation with operational peaks primarily limited to weekdays during the normal school years as opposed to the possible all day/year operations permitted by-right for warehouse/logistics operations.
8. **The proposed Conditional Use provides vehicular access to the property designed so that it does not create an interference with traffic on surrounding public thoroughfares:**
Comment: By staggering driver arrival times, bus departure and return times, the school year peak operational periods and the ability to use the adjacent Oakton St. and Marshall Dr/Willie Rd distributive road network, the traffic impacts should be nearly immeasurable given the traffic generated by immediate neighboring land uses and the general sub-regional traffic using the Oakton

Street corridor.

9. **The proposed Conditional Use does not result in the destruction, loss, or damage of natural, scenic, or historic features of major importance:**

Comment: The proposed Livery Service will use the existing building and parking area and will not result in a disturbance of natural, scenic, or historic features of major importance.

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

Comment: There should be no other specific additional regulations for the proposed livery service.

Planning and Zoning Board (PZB) Recommendation

The PZB held a public hearing on June 9, 2026 to consider the request and voted 4-0 to recommend that City Council approve the conditional use request with the following condition of approval. The rationale for the PZB's vote is captured in the attached excerpt of minutes from the June 9, 2026 PZB Meeting.

Condition of Approval:

1. If negative traffic impact complaints are made to the City and the City staff investigates and finds valid negative impacts created by the livery service operation, City staff and the business operator will work together to resolve these negative traffic impacts.

Recommendation: Pursuant to Section 12-3-4.D.4 of the City Code, the City Council has the final authority on the conditional use request. The Council may approve, approve with modifications, or deny Ordinance Z-15-26, which includes the requested conditional use on the subject property. If the City Council decides to approve this request, staff and PZB recommend the following conditions.

Conditions of Approval:

1. If negative traffic impact complaints are made to the City and the City staff investigates and finds valid negative impacts created by the livery service operation, City staff and the business operator will work together to resolve these negative traffic impacts.

Attachments:

1. Attachment 1: Petitioners Project Narrative & Site Plan
2. Attachment 2: Chairman Szabo PZB Recommendation Letter
3. Attachment 3: Excerpt of Minutes from the June 9, 2026 PZB Meeting
4. Ordinance Z-15-26
5. Exhibit A: Project Narrative & Site Plan
6. Exhibit B: Unconditional Agreement & Consent

PROJECT NARRATIVE

Conditional Use Permit Application

301 W. Oakton Street, Des Plaines, Illinois

Applicant / Tenant

Summit School Services LLC ("Summit School Services")

Property Owner

GTV Des Plaines LLC

Project Description

The applicant is seeking approval of a Conditional Use Permit to allow a school bus operations and dispatch facility to be operated by Summit School Services at the existing industrial property located at 301 W. Oakton Street in Des Plaines, Illinois. The property is located within the M2 General Manufacturing District and is improved with an existing industrial building and associated paved parking and circulation areas.

The proposed use will occur entirely within the existing building and paved site. No expansion of the building footprint or intensification of site coverage is proposed.

Nature of the Proposed Use

Summit School Services is a transportation company providing student transportation services primarily for nearby school districts, with limited and occasional charter or private transportation services. The facility will be used for off-street parking and storage of school buses, dispatch and administrative functions, driver staging, training, and other customary operational activities associated with school transportation services.

Interior space within the building will be used for administrative offices, dispatch, training areas, driver facilities, and limited support functions typical of a transportation operations center.

Hours of Operation

Operations will occur primarily during the school year and generally follow school transportation schedules.

- **Primary operating hours:**
Monday through Friday, approximately **5:30 AM to 5:30 PM**
 - **Peak activity periods:**
Approximately **6:00–9:00 AM** and **2:00–5:00 PM**
 - Employees will arrive between 5:30-6:30 AM
 - Buses will depart between 6:30-8:25 AM
 - Buses will return between 8:10-9 AM
 - Drivers typically leave the premises by 9:30 AM
 - Drivers return between 1:30-2:30 PM
 - Buses will depart between 2:35-3:35 PM
 - Buses will return between 3:45-5:00 PM
 - Drivers and Employees depart by 5:30 PM
 - Up to 74 buses will depart and return during each of the morning and afternoon operating periods.
 - **Weekend activity:**
Limited and intermittent, averaging **1–2 times per month** for short durations
 - **Seasonality:**
Operations are significantly reduced during summer months when school is not in session
-

Employees

Summit School Services anticipates employing approximately:

- **8 full-time employees**, and
- **85 part-time employees**

Employee schedules are staggered based on routing and school schedules, which limits peak on-site employee presence at any given time.

Parking and Site Circulation

The site provides adequate paved area for bus parking, employee parking, and internal circulation. A total of approximately **158 parking spaces** are provided, inclusive of fleet vehicles and employee parking, including 85 bus positions, 67 employee parking stalls, and 6 guest parking stalls.

Buses will utilize the existing **north and south driveways** for site access. Approximately 44 buses will depart and return using the Oakton St driveway to the north, and approximately 30 buses will depart and return using the Marshall Dr driveway to the south.

Internal circulation will be managed in a **counter-clockwise traffic pattern** to promote safe and efficient vehicle movement and to minimize congestion within the site and at public access points. Bus routes will be designed to maximize righthand turns to and from adjacent thoroughfares.

Compatibility with Surrounding Area

The property is located within an established industrial area characterized by manufacturing, warehouse, and transportation-related uses. The proposed use is consistent with the character and function of the surrounding area and represents an appropriate reuse of an existing industrial facility.

All activities will be conducted within an existing developed site designed to accommodate vehicle-oriented operations, and no adverse impacts to surrounding properties are anticipated.

To minimize effect on residential rear yards across Oakton Street, additional sound-dampening trees and shrubs will be planted within the existing 60-foot landscape setback along Oakton Street.

Conclusion

The proposed use is consistent with the intent of the M2 zoning district and the City's comprehensive planning objectives. It will:

- operate within an existing industrial building;
- utilize existing infrastructure;
- provide transportation services that support local school districts; and
- reduce the impacts associated with the site's prior heavy freight use while remaining compatible with surrounding industrial operations.

While transportation-related uses can, in certain contexts, create higher intensity impacts, the proposed Summit School Services operation has been designed and will be operated in a

manner that minimizes potential impacts on surrounding properties. The site is located within an established industrial corridor and is separated from residential properties to the north by Oakton Street, a multi-lane arterial roadway, in addition to a 60-foot landscape buffer that includes sound-dampening plantings.

Importantly, the property is currently utilized for trucking and logistics operations, and the proposed school bus use represents a comparable, and in many respects less intensive, operation. Vehicle activity will be scheduled and concentrated within defined weekday periods rather than occurring continuously throughout the day or overnight, with significantly reduced activity outside of peak school transportation times and during summer months.

The facility will function as a controlled staging and dispatch operation with no public access and managed internal circulation designed to minimize congestion and idling. Given these operational characteristics and the existing industrial context, the proposed use is not anticipated to create adverse impacts on surrounding properties or nearby residential areas.

Approval of the requested Conditional Use Permit is respectfully requested.

STANDARDS FOR CONDITIONAL USES

The Planning and Zoning Board and City Council review the particular facts and circumstances of each proposed Conditional Use in terms of the following standards. Keep in mind that in responding to the items below, you are demonstrating that the proposed use is appropriate for the site and will not have a negative impact on surrounding properties and the community. Please answer each item completely and thoroughly (two to three sentences each).

1. The proposed conditional use is in fact a conditional use established within the specific zoning district involved;

The proposed use is a conditional use that is expressly contemplated within the M2 General Manufacturing District. The requested approval follows the City's established process for evaluating uses that are industrial in nature but require case-specific review to ensure site compatibility.

2. The proposed conditional use is in accordance with the objectives of the city's comprehensive plan and this title;

The proposed use is consistent with the City's comprehensive plan and zoning objectives by placing a transportation-related operational use within an established industrial corridor. The use supports continued employment and reinvestment in an existing industrial property without introducing incompatible residential or commercial activity.

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;

The site is located in an area characterized by industrial and transportation-oriented uses, and the proposed use is consistent in scale and appearance with surrounding development. No new buildings or exterior expansions are proposed, and existing paved parking and circulation areas will continue to be used.

4. The proposed conditional use is not hazardous or disturbing to existing neighboring uses;

The proposed use will not be hazardous or disturbing to neighboring properties. Operations will occur primarily during weekday daytime hours, and activities will be conducted within an established industrial setting designed to accommodate vehicle-oriented 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;

The property is fully served by existing public infrastructure, including public streets, utilities, drainage, police, and fire protection. The proposed use does not require extensions or upgrades to public facilities beyond their current capacity.

6. The proposed conditional use does not create excessive additional requirements at public expense for public facilities and services and not be detrimental to the economic welfare of the community;

The proposed conditional use will not create excessive additional demand on public facilities or services at public expense. Instead, it supports continued economic activity, employment, and productive reuse of an existing industrial property within the City.

7. The proposed conditional use does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors;

The use will not generate excessive traffic, noise, fumes, glare, or odors beyond what is typical for an industrial transportation-related facility. Bus activity will be concentrated around school transportation schedules, with reduced operations during summer months when school is not in session.

8. The proposed conditional use provides vehicular access to the property designed that does not create an interference with traffic on surrounding public thoroughfares;

Vehicular access to the site utilizes existing driveways and internal circulation patterns designed to accommodate larger vehicles. Bus ingress and egress will be managed entirely on site and will not interfere with traffic flow on surrounding public roadways.

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

The proposed use does not result in the destruction, loss, or alteration of any natural, scenic, or historic features. All activity will occur on previously developed and paved portions of the site, with no disturbance to undeveloped land.

10. The proposed conditional use complies with all additional regulations in this title specific to the conditional use requested

The proposed conditional use complies with all applicable provisions of the Zoning Code and any additional regulations specific to the use. The applicant will continue to comply with all operational conditions imposed as part of the conditional use approval.

MEMORANDUM TO: Rachel Field
Transport Properties

FROM: Brendan S. May, PE, PTOE
Principal

Luay R. Aboona, PE, PTOE
Principal

DATE: May 11, 2026

SUBJECT: Traffic Impact Statement
Proposed Bus Storage Facility
Des Plaines, Illinois

This memorandum summarizes the results of a traffic impact statement prepared by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for the proposed school bus storage facility to be located in Des Plaines, Illinois. The site is located at 301 W. Oakton Street and is proposed to contain a school bus facility to be used as a dispatch, maintenance, and storage facility for 74 buses. Access will be provided off Oakton Street.

Existing Traffic Conditions

As indicated earlier the site is located at 301 W. Oakton Street. The site is occupied by an approximately 60,000 square foot industrial building with truck parking. Access is provided off Oakton Street.

Oakton Street is an east-west, minor arterial roadway that provides two travel lanes in each direction separated by a center two-way left lane. Oakton Street is under the jurisdiction of the Illinois Department of Transportation (IDOT), carries an annual average daily traffic (AADT) volume of 22,700 vehicles (IDOT 2019), and has a posted speed limit of 40 miles per hour.

Characteristics of the Proposed Development

As proposed, the plans call for repurposing the site to contain a school bus storage facility for approximately 74 buses and the existing approximately 60,000 square-foot building will remain and will provide repair spaces, training and office space, a driver break room, and storage. The facility will be staffed by approximately eight full time employees and 85 part-time employees and will primarily offer transportation services to nearby school districts and will have occasional charter/private transportation customers. The hours of operation will be Monday through Friday from 5:30 A.M. to 5:30 P.M. with occasional weekend hours from 7:00 A.M. to 9:00 A.M. (one to two times per month). The parking lot will provide a total of 137 parking spaces to accommodate both bus and employee parking. Access to the site will continue to be provided via the existing access drives off Oakton Street.



Aerial View of Site

Figure 1

Facility Estimated Trip Generation

The number of peak hour trips estimated to be generated by the proposed facility was based on information provided by the operator regarding the departure and return time for buses. Per the provided information, the peak periods of traffic will occur between 6:00 A.M. and 9:00 A.M. and between 2:00 P.M. to 5:00 P.M. and there will be approximately 74 bus drivers.

During the morning peak period, the drivers will arrive at the site and depart in their buses between 6:30 A.M. and 8:30 A.M. These buses will then return between 8:00 A.M. and 9:00 A.M. During the afternoon peak period, buses will depart between 2:30 P.M. and 3:30 P.M. and will return between 3:45 P.M. and 5:00 P.M. With 74 bus drivers and eight full time employees, the facility is anticipated to generate approximately 312 daily trips (buses/personal vehicles).

Based on the anticipated bus schedules, the weekday morning peak hour of traffic is anticipated to occur between 8:00 A.M. and 9:00 A.M. with 182 vehicle trips and the weekday evening peak hour of traffic is anticipated to occur between 4:00 P.M. and 5:00 P.M. with 140 vehicle trips. It should be noted that it was assumed that the eight full time employees arrived during the weekday morning peak hour and departed during the weekday evening peak hour. **Table 1** summarizes the trips projected to be generated by the proposed facility during these peak hours.

Table 1
PROJECTED SITE-GENERATED TRAFFIC VOLUMES

	Weekday Morning Peak Hour			Weekday Evening Peak Hour			Weekday Daily Trips		
	In	Out	Total	In	Out	Total	In	Out	Total
Personal Vehicles	21	74	95	0	74	74	82	82	164
Buses	74	13	87	66	0	66	74	74	148
Total Trips	95	87	182	66	74	140	156	156	312

Traffic and Access Evaluation

Overall, the proposed facility will have a limited impact on the area roadway network due to the following:

- The proposed facility will increase the daily traffic volumes along Oakton Street by less than one percent.
- The trips generated by the facility will not all be new trips to the study area as the facility will be replacing an existing industrial use generating both passenger vehicle and truck traffic.

- Based on available count data at the intersection of Oakton Street with Mt. Prospect Road from 2023, Oakton Street along the site frontage carries approximately 1,500 vehicles during the weekday morning peak hour and 1,800 vehicles during the weekday evening peak hour. The facility will increase the traffic volumes during the peak hours by an average of five percent.
- The facility will utilize existing access drive on Oakton Street which is served by an existing center two-way left-turn lane.
- Inbound and outbound bus activity will be distributed over a two to three hour period during the weekday morning and weekday afternoon.

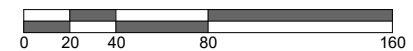
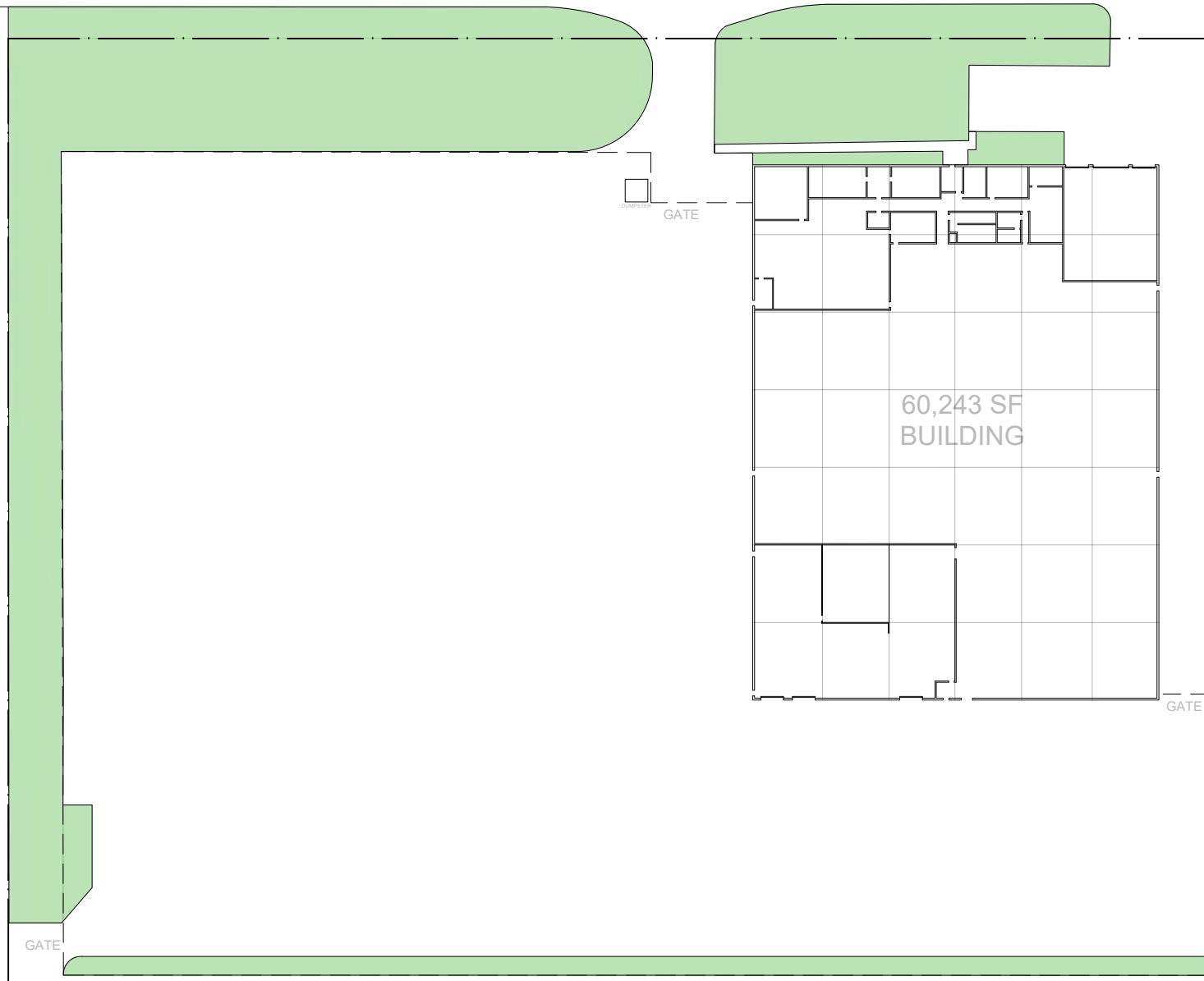
Conclusion

Based on the preceding evaluation, the following is concluded:

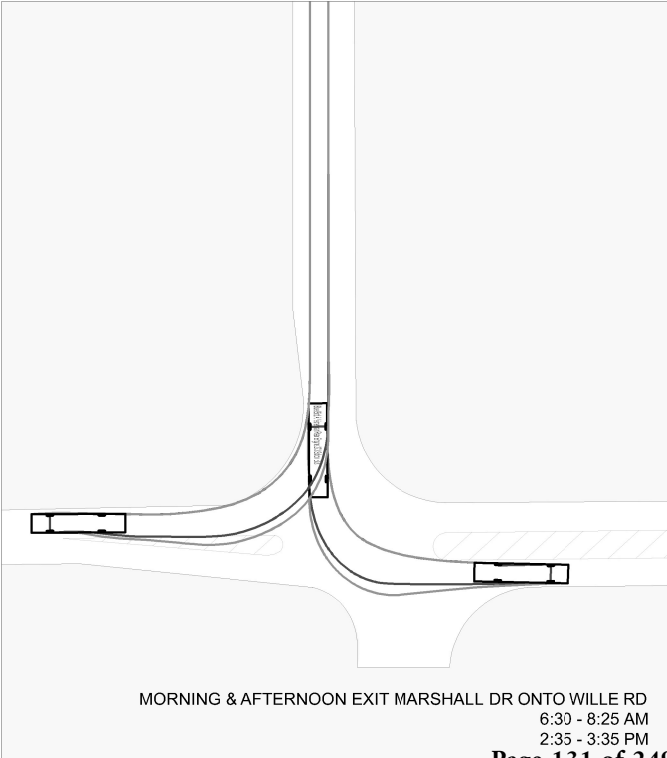
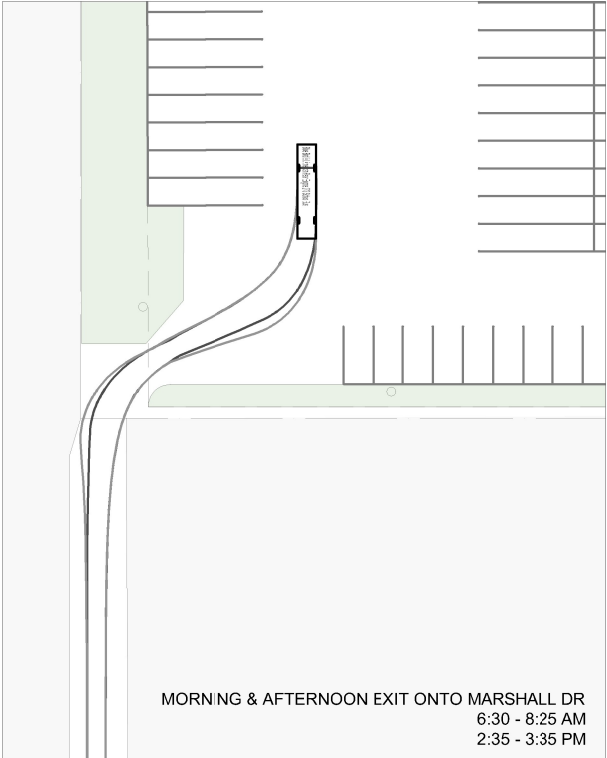
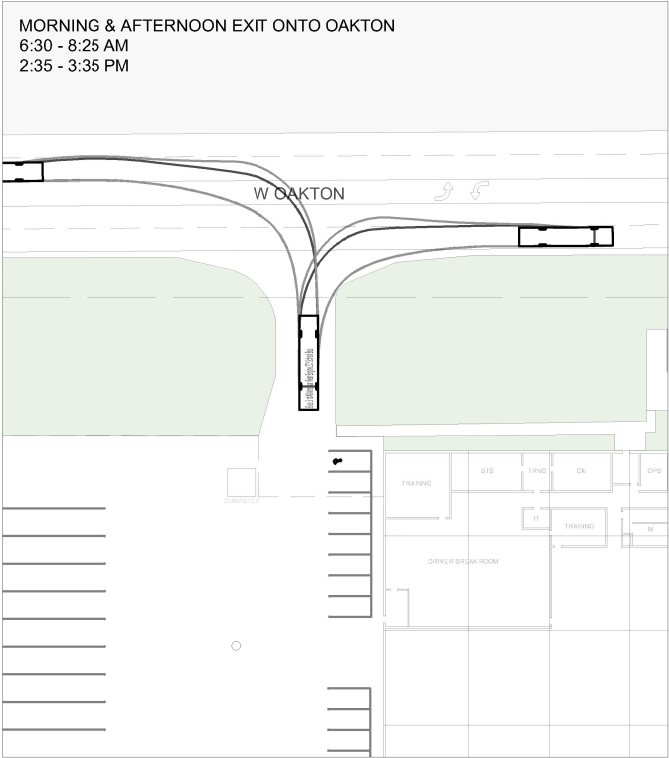
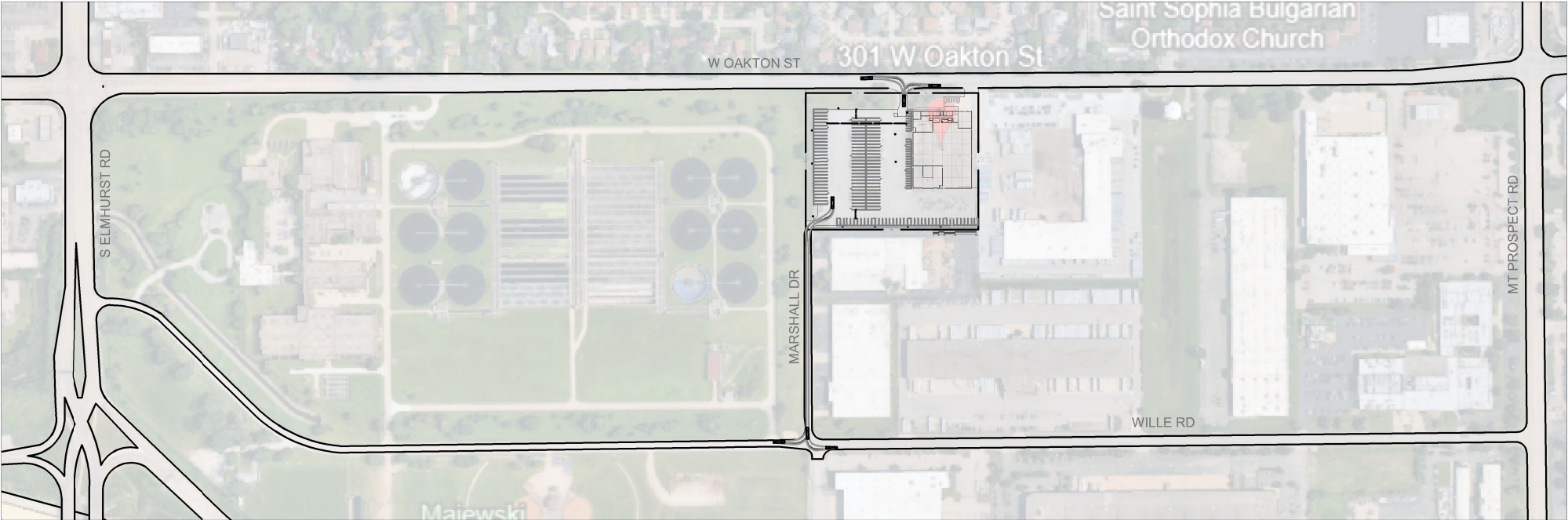
- The volume of traffic generated by the proposed facility will have a limited impact on the operations of the area roadway network.
- The proposed facility will increase the daily traffic volume along Oakton Street by less than one percent.
- The trips generated by the facility will not all be new trips to the study area as the facility will be replacing an existing industrial use generating both passenger vehicle and truck traffic.
- Oakton Street along the site frontage provides a center two-way left-turn lane.

Appendix

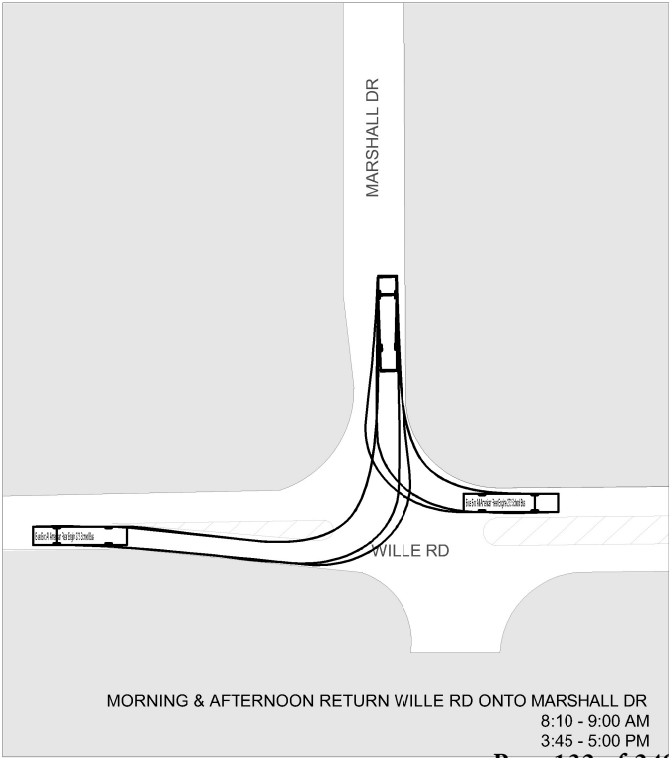
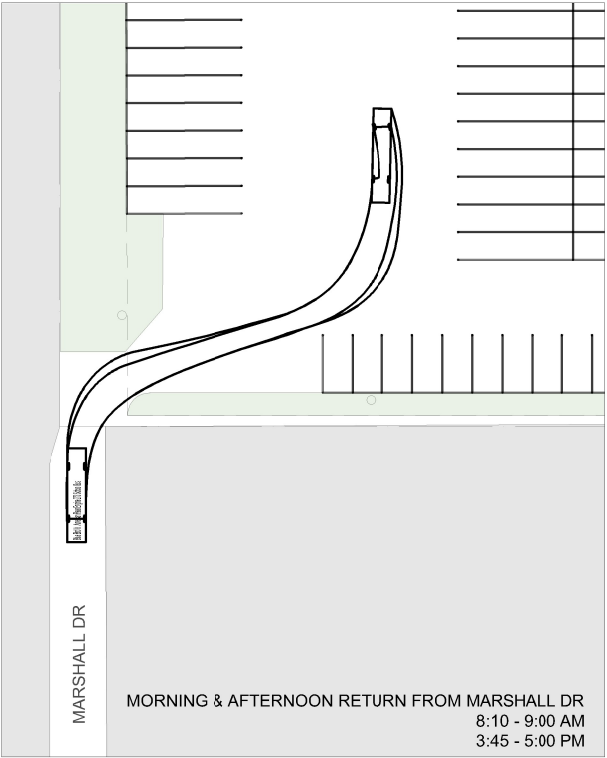
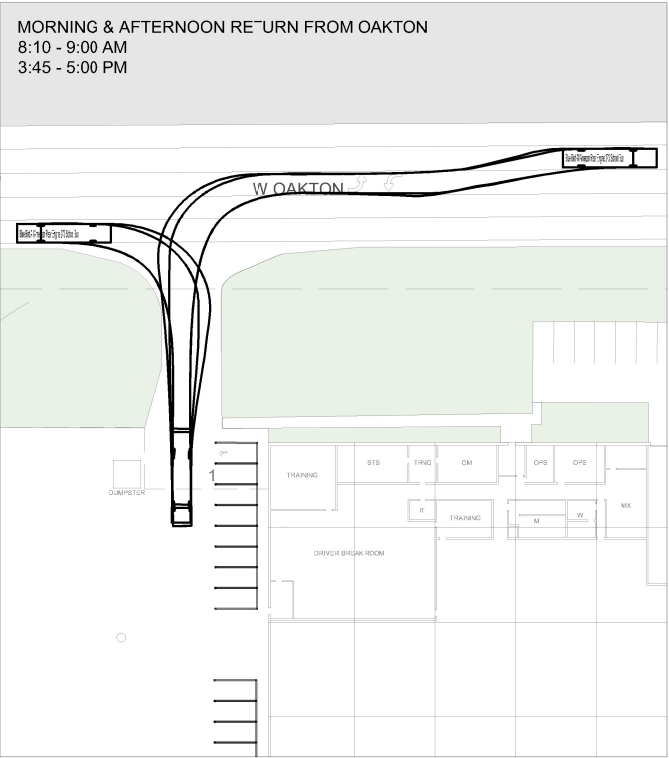
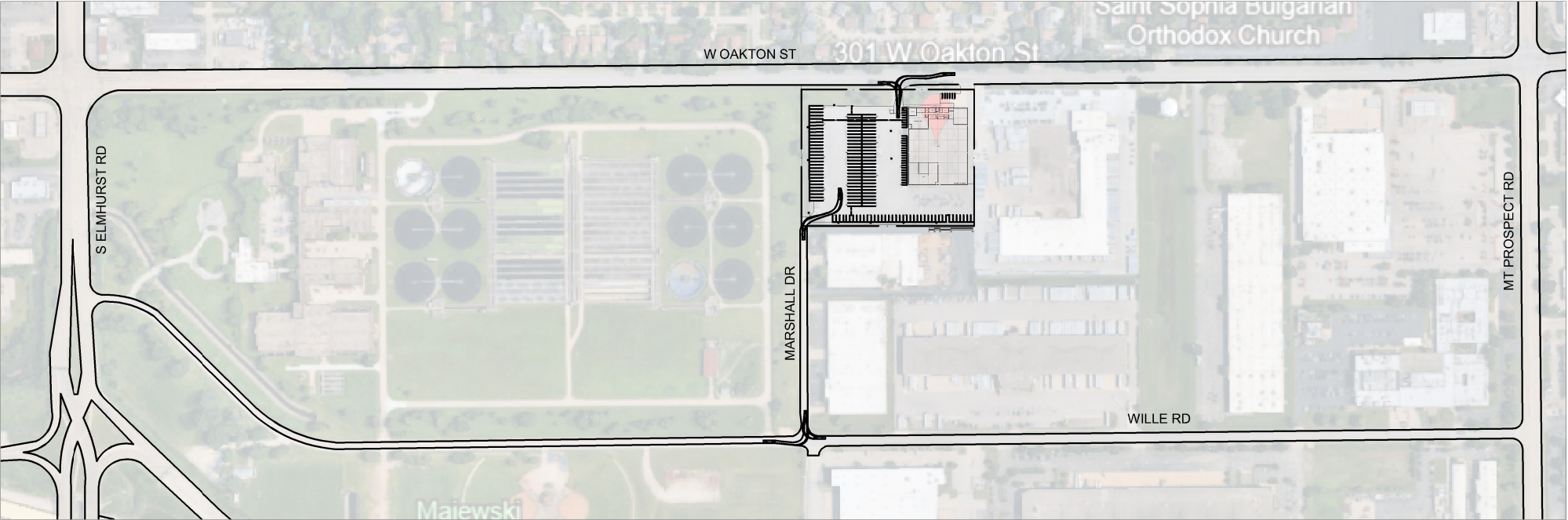
W. OAKTON STREET

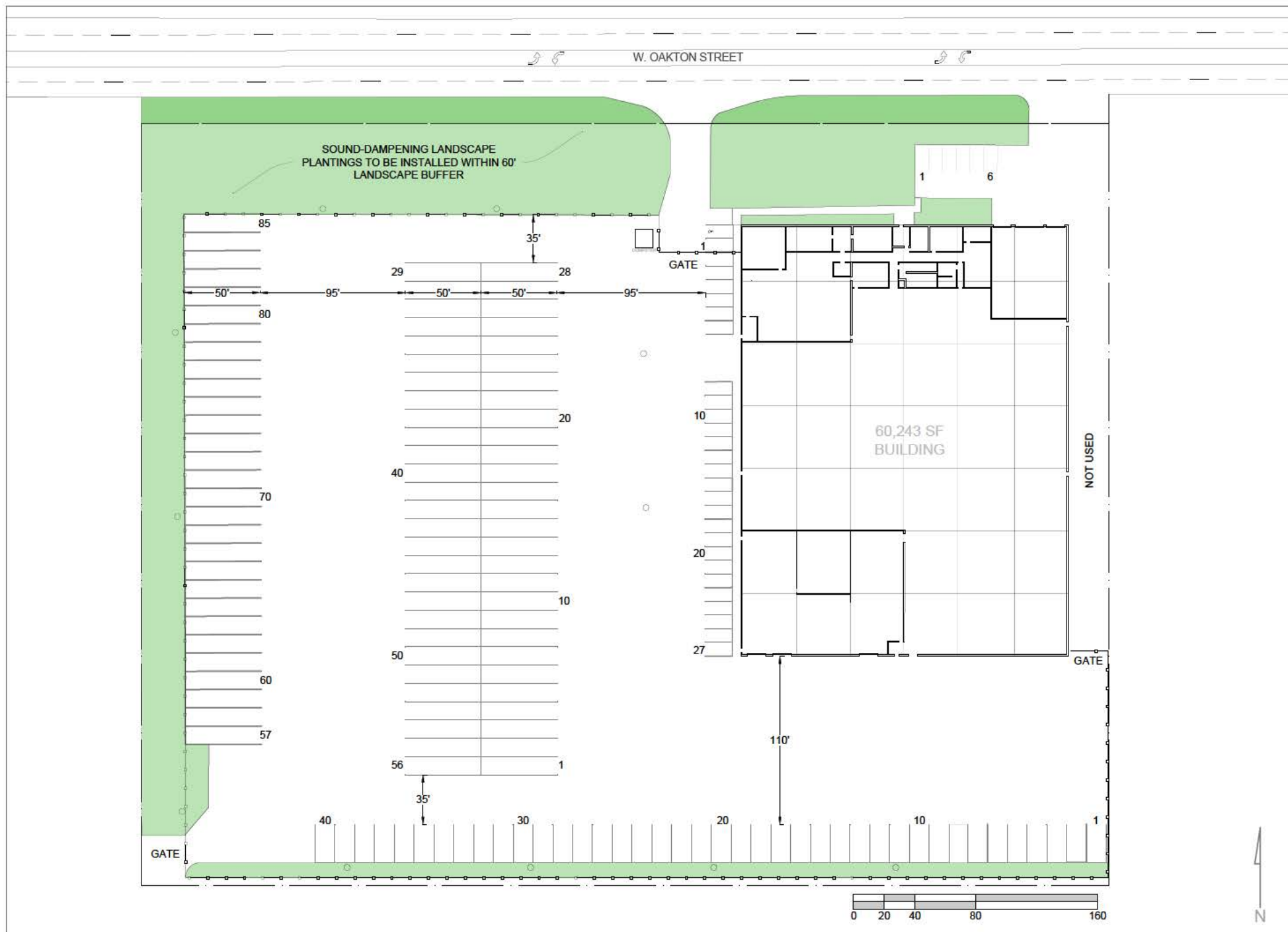


301 W. OAKTON, DES PLAINES, IL
DEPARTURE TURNING MOVEMENT DIAGRAM • BLUE BIRD REAR-ENGINE 273 8' X 40' EXAMPLE



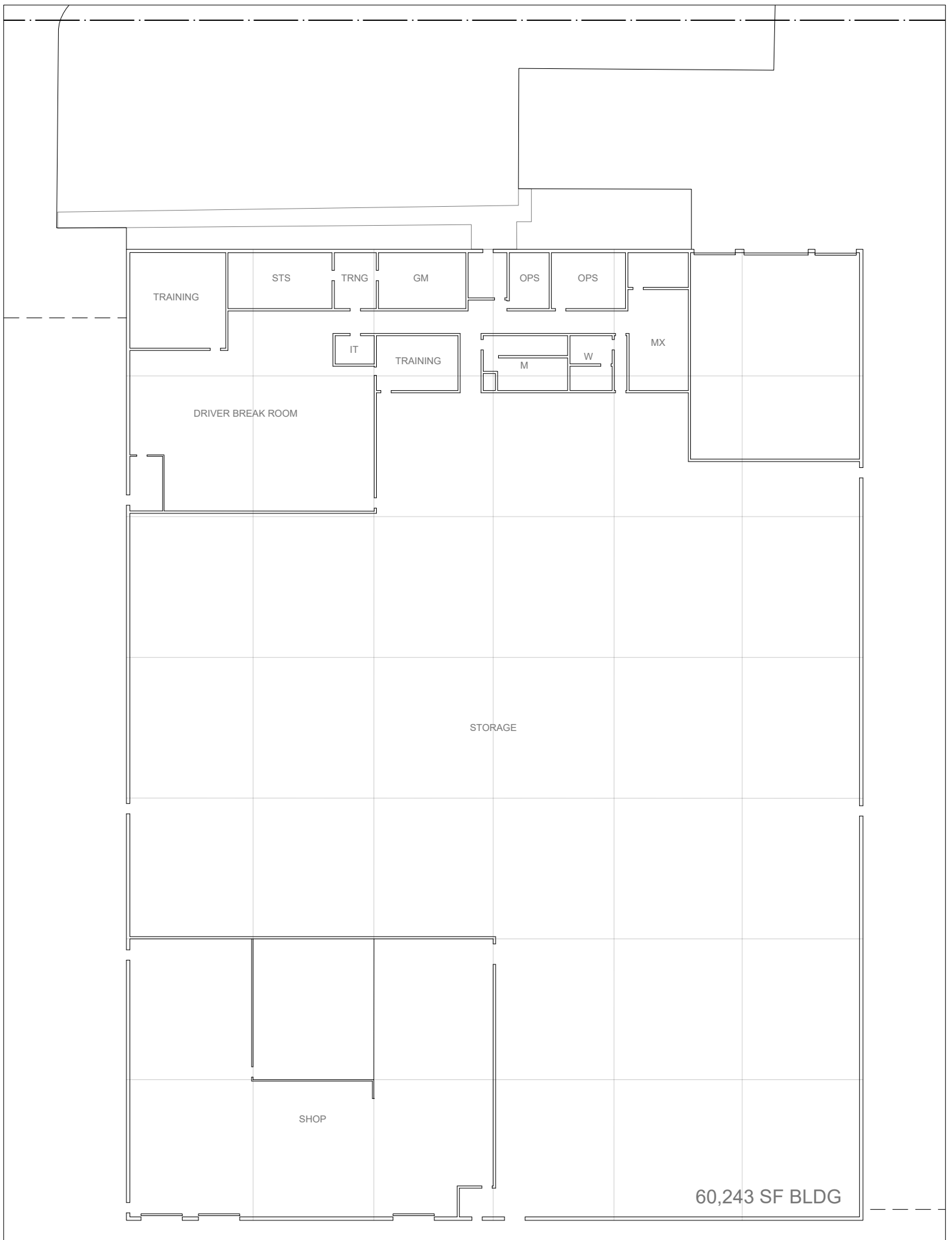
301 W. OAKTON, DES PLAINES, IL
RETURN TURNING MOVEMENT DIAGRAM • BLUE BIRD REAR-ENGINE 273 8' X 40' EXAMPLE





301 W. OAKTON, DES PLAINES, IL

85 BUS POSITIONS • 67 EMPLOYEE PARKING STALLS • 6 GUEST PARKING STALLS





June 10, 2026

Mayor Goczkowski and Des Plaines City Council
CITY OF DES PLAINES

Subject: Planning and Zoning Board – 301 W. Oakton St, Case #26-020-CU

RE: Consideration of Livery Service Conditional Use

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) held a public hearing on June 9 2026 to consider the requests.

1. Wesley E. Smith on behalf of the Petitioner Summit School Services presented the request for Livery Service Conditional Use at the subject property – 301 W. Oakton St.
2. PZB members asked a series of general questions, which primarily centered on the distribution of the school bus departures and returns over a given operational period and reiterated that the subject property's access to Oakton St and Marshall Dr provides suitable distributive traffic network.
3. CED staff summarized the staff report with slides providing an analysis of the request and it's low intensity nature.
4. No members of the public spoke on this request.
5. The PZB voted 4-0 to recommend that City Council approve the conditional use request with the one staff recommended condition as written.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'James Szabo', is written over a light blue horizontal line.

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

PENDING APPLICATIONS:

1. **Address:** 301 W Oakton St

Case Number: 26-020-CU

The petitioner requests Conditional Use approval for a Livery Service/private school bus depot business and any other variations, waivers, and zoning relief as may be necessary.

Petitioner: Summit School Services LLC, 2601 Navistar Dr, Lisle, IL 60532

Owner: GTV Des Plaines LLC, 9500 Bryn Mawr Ave, Suite 103, Rosemont, IL 60018

Chairman Szabo swore in Mr. Wesley Smith representing the petitioner.

Mr. Smith gave a brief description of the request.

Member Fowler asked what school districts do they serve. Mr. Smith said they will initially serve Elk Grove Village with a plan to serve other communities eventually.

Member Veremis asked where they're moving from. Mr. Smith said they are not relocating as this is part of a new contract.

Member Veremis asked if they plan to hire locally. Mr. Smith said they are planning to hire from Des Plaines and nearby communities, including paid CDL training, once they're operational.

Member Veremis said she thinks the proposed use will be less impactful than the current trucking facility on site and asked how the site will be accessed from Marshall. Mr. Smith said there is a driveway and both buses and personal vehicles can access the property.

Chair Szabo asked if this site will require new bus purchases. Mr. Smith said they have other buses in their fleet from a different contract, going on to describe the nature and extent of the company's operations.

Assistant Director Mendel outlined the staff analysis.

Issue: The petitioner requests a Livery Service Conditional Use in the M-2 district at 301 W. Oakton Street.

Petitioner: Summit School Services LLC, 2601 Navistar Drive, Lisle, IL 60532

Owners: GTV Des Plaines LLC, 9500 Bryn Mawr Avenue, Suite 130, Rosemont, IL 60018

Case Number: #26-020-CU

PIN: 08-25-200-004-0000

Ward Number: #8, Alderman Mike Charewicz

Existing Zoning: M-2, General Manufacturing

Existing Land Use: Industrial building/site

Surrounding Zoning: North: R-3, Townhouse Residential District
South: M-2, General Manufacturing District
East: M-2, General Manufacturing District
West: M-2, General Manufacturing District

Surrounding Land Uses: North: Townhouse Residences (residential)
South: Manufacturing (industrial)
East: Warehouse (industrial)
West: Metropolitan Water Reclamation District Treatment Plant

Street Classification: West Oakton Street is classified as a minor arterial under IDOT jurisdiction.

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

Property/Zoning History:

The property at 301 W. Oakton Street has been used for industrial uses since the late 1960s. Per City records, a driveway access point to Marshall Drive at the southwest corner of the property was added in 1995.

The following is an aerial photo of the subject property's immediate neighborhood with the subject property outlined in yellow:



CONDITIONAL USE

Request Description:

Overview

The petitioner requests a conditional use to operate a livery service on the subject property as described in the attached Project Narrative. A livery service is a conditional use in the M-2 district. The subject property consists of one 7.29 acre parcel located on the south side of West Oakton Street. It is developed with an industrial building and off-street parking areas.

Proposed Operations

Based on the attached Project Narrative, the site will be used for school bus parking and storage, dispatch and administrative functions, driver staging, training, and other customary operational activities associated with public/private school transportation services.

Operations will occur primarily during the school year with primary operating hours from 5:30 AM to 5:30 PM, Monday to Friday. Peak activity periods are anticipated between approximately 6:30-9:00 AM and 2:00-5:00 PM. The petitioner anticipates 8 full-time and 85 part-time employees, with staggered work schedules based on routing and school schedules.

Proposed Site Plan and Off-Street Parking

As shown in the attached Site and Striping Plan, the site will have 73 passenger vehicle off-street parking spaces for on-site staff and drivers. Additionally, there are 85 bus parking spaces within

the property's fenced off-street area with ample circulation aisles throughout the site providing adequate turn-radiuses for such the typical the active, reserved and/or under-repair school buses.

City Code Section 12-9-7 (Off Street Parking Requirements) does not explicitly list a minimum off-street parking requirement for Livery Services. Therefore, we rely on the petitioner's operational description and traffic study to determine if the subject property may have sufficient off-street parking. With the 73 passenger vehicle parking spaces and 85 bus parking spaces and 74 spaces planned to be open during operating hours, there should be sufficient off-street parking throughout the subject property to accommodate the proposed livery service given the staggered driver start times and that a bus parking space could be used for passenger vehicle parking when busses are in service.

Lastly, the subject property's parking areas do not currently fully comply with City Code Section 12-10-8 (Parking Lot Landscaping) especially regarding the interior parking lot landscaping requirements (i.e. parking space end islands, etc.). Given the existing and proposed site conditions on the attached site and striping plan and the following aerial photo, there is no substantive change to the parking area striping and circulation layout warranting installation of parking lot landscaping requiring the property be brought closer to or into full compliance. Additionally, the large approximately 60-foot-wide landscaped yard along the Oakton Street ROW and the approximately 26-foot-wide landscaped buffer along the west property line provide ample site landscape buffering on the subject property's publicly perceivable sides which should compensate for the existing nonconforming parking lot landscaping within the subject property's site interior.



Traffic Impacts, Access & Circulation

The petitioner's attached traffic study outlines the proposed use's traffic impact patterns during working normal operating hours. The study explains the staggered departure and return dynamics in detail showing that the proposed operation should have no objectively measurable impact on the traffic flow on the surrounding neighborhood roadways. This position is warranted by the provided narrative traffic study and the departure and return exhibits showing use of Oakton Street and Marshall Drive/Wille Road as a method of distributing bus departures and returns throughout the use's operating days of the year.

Lastly, the proposed livery service's peaks are limited to weekdays during the normal school year which is a natural limitation on the breadth of the use's impact. This can be compared to a permitted warehouse/logistics use that could occupy the subject property, which is permitted by-right to operate 24 hours a day, 7 days a week, and all year long.

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

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

Comment: The property is zoned M-2, General Manufacturing District and a Livery Service is a conditional use within the M-2 zoning district.

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

Comment: The 2019 Comprehensive Plan Future Land Use Map designates this property for Industrial land uses. The proposed livery service is an industrial use aligning with the Comprehensive Plan and as proposed could be considered a lower intensity industrial land use generally and even within the context of possible livery service operations.

3. The proposed conditional Use is designed, constructed, operated and maintained to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity:

Comment: The proposed livery service will be located within an existing industrial building that is harmonious and appropriate in appearance to adjacent industrial development along the south side of West Oakton Street. Additionally, the proposed livery service may be a lower intensity peak livery service operation and whose operational peaks will be primarily limited weekdays during the normal school years as opposed to the possible all day/year operations permitted by-right for warehouse/logistics operations.

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

Comment: As stated above, the proposed livery service is a lower intensity peak livery service operation and whose operational peaks will be primarily limited weekdays during the normal school years as opposed to the possible all day/year operations permitted by-right for warehouse/logistics operations.

- 5. The proposed Conditional Use is to be served adequately by essential public facilities and services, such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or, agencies responsible for establishing the Conditional Use shall provide adequately any such services:**

Comment: The proposed livery service should not have any objectively measurable impact on the adjacent Oakton Street and Marshall Drive/Wille Road streets and will not have any impact on any other essential public facilities.

- 6. The proposed Conditional Use does not create excessive additional requirements at public expense for public facilities and services and will not be detrimental to the economic well-being of the entire community:**

Comment: The proposed livery service should not create excessive additional requirements at the public expense, especially in relation to the other M-2 district permitted by-right land uses.

- 7. The proposed Conditional Use does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke fumes, glare or odors:**

Comment: Additionally, as stated above, the proposed livery service is a lower intensity peak livery service operation with operational peaks primarily limited to weekdays during the normal school years as opposed to the possible all day/year operations permitted by-right for warehouse/logistics operations.

- 8. The proposed Conditional Use provides vehicular access to the property designed so that it does not create an interference with traffic on surrounding public thoroughfares:**

Comment: By staggering driver arrival times, bus departure and return times, the school year peak operational periods and the ability to use the adjacent Oakton St and Marshall Dr/Wille Rd distributive road network, the traffic impacts should be nearly immeasurable given the traffic generated by immediate neighboring land uses and the general sub-regional traffic using the Oakton Street corridor.

- 9. The proposed Conditional Use does not result in the destruction, loss, or damage of natural, scenic, or historic features of major importance:**

Comment: The proposed Livery Service will use the existing building and parking area and will not result in a disturbance of natural, scenic, or historic features of major importance.

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

Comment: There should be no other specific additional regulations for the proposed livery service.

PZB Procedure and Recommended Conditions: Under Section 12-3-4.D (Procedure for Review and Decision for Conditional Uses) of the Zoning Ordinance, the PZB has the authority to *recommend* that the City Council approve or deny the request. Consideration of the request should be based on a review of the information presented by the petitioner and the findings made above, as specified in Section 12-3-4.E (Standards for Conditional Use) of the Zoning Ordinance. If the PZB recommends and City Council ultimately approves the request, staff recommends the following conditions.

Condition of Approval:

1. If negative traffic impact complaints are made to the City and the City staff investigates and finds valid negative impacts created by the livery service operation, City staff and the business operator will work together to resolve these negative traffic impacts.

Member Veremis asked if staff knows where the current occupant will be going. Assistant Director Mendel stated Mr. Kurtzweil representing the property owner could address this question. Member Veremis stated it was not necessary.

Chairman Szabo asked for public comment. There was none.

Member Veremis moved and Member Fallico seconded a motion to recommend to City Council approval of the conditional use for a livery service at the subject property with the condition of approval recommended by staff.

AYES: Veremis, Fallico, Fowler, and Szabo

NAYS: None

ABSTAIN: None

MOTION CARRIED

2. **Addresses:** 1641-1647 Oakton Pl

Case Number: 26-024-CU

The petitioner is requesting a conditional use to allow a food processing establishment comprised of more than 2,500 square feet in the C-3, General Commercial District.

Petitioner: Pronto Panifico LLC, 1641 Oakton Place, Des Plaines, Illinois 60018

Owner: 1649 Oakton Place Plaza LLC, 1225 E. Forest Avenue, Des Plaines, IL 60018

Chairman Szabo swore in Atty. Benjamin Ivory and Peter Burdi representing the petitioners.

Mr. Burdi gave a brief description of their request.

CITY OF DES PLAINES

ORDINANCE Z - 15 - 26

**AN ORDINANCE APPROVING A CONDITIONAL USE
PERMIT TO ALLOW THE OPERATION OF A LIVERY
SERVICE AT 301 W. OAKTON STREET DES PLAINES,
ILLINOIS.**

WHEREAS, GTV Des Plaines LLC ("**Owner**") is the owner of the property commonly known as 301 W. Oakton Street, Des Plaines, Illinois ("**Subject Property**"); and

WHEREAS, the Subject Property is located in the M-2 General Manufacturing District of the City ("**M-2 District**") and improved with an industrial building and off-street parking areas ("**Current Improvements**"); and

WHEREAS, Summit School Services LLC, an Illinois limited liability company ("**Petitioner**"), desires to operate a livery service, consisting of school bus parking and storage, dispatch and administrative functions, driver staging, training, and other customary operational activities associated with public and private school transportation services (collectively, the "**Livery Service**"), entirely within the Current Improvements on the Subject Property; and

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

WHEREAS, pursuant to Section 12-7-4.E of the Zoning Ordinance, the operation of the Livery Service is permitted in the M-2 District only with a conditional use permit approved by the City Council; and

WHEREAS, pursuant to Section 12-3-4 of the Zoning Ordinance, Petitioner filed, with the consent of the Owner, an application with the City for the approval of a conditional use permit to allow the operation of the Livery Service on the Subject Property ("**Conditional Use Permit**"); and

WHEREAS, within 15 days after the receipt thereof, the Petitioner's application was referred by the Department of Community and Economic Development to the Planning and Zoning Board of the City of Des Plaines ("**PZB**"); and

WHEREAS, within 90 days from the date of the Petitioner's application a public hearing was held by the PZB on June 9, 2026, pursuant to notice published in the *Des Plaines Journal* on May 20, 2026; and

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

WHEREAS, during the public hearing, the PZB heard testimony and received evidence with respect to how the Petitioner intended to satisfy and comply with the applicable provisions of the Zoning Ordinance; and

WHEREAS, pursuant to Section 12-3-4 of the Zoning Ordinance, the PZB filed a written report with the City Council on June 10, 2026, summarizing the testimony and evidence received by the PZB and stating the PZB's recommendation, by a vote of 4-0, to approve the Conditional Use Permit, subject to certain terms and conditions; and

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

WHEREAS, the City Council has considered the written report of the PZB, the applicable standards for conditional use permits set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated June 25, 2026, and has determined that it is in the best interest of the City and the public to approve the Conditional Use Permit in accordance with the provisions of this Ordinance;

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

SECTION 1. RECITALS. The recitals set forth above are incorporated herein by reference and made a part hereof, the same constituting the factual basis for this Ordinance.

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

THE NORTH 550 FEET (EXCEPT THE EAST 700 FEET THEREOF) AS MEASURED ALONG THE NORTH AND EAST LINES RESPECTIVELY OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART LYING IN OAKTON STEET), IN COOK COUNTY, ILLINOIS.

PIN: 08-25-200-004-0000

Commonly known as 301 W. Oakton Street, Des Plaines, Illinois.

SECTION 3. APPROVAL OF CONDITIONAL USE PERMIT. Subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 4 of this

Ordinance, the City Council hereby grants the Petitioner the Conditional Use Permit to allow the operation of the Livery Service 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 and the Livery Service by the Petitioner and Owner must comply with all applicable City codes and ordinances, as the same have been or may be amended from time to time, except to the extent specifically provided otherwise in this Ordinance.

B. Compliance with Plans. 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 and the Livery Service by the Petitioner must comply with the following plans and documents:

1. The Project Narrative, prepared by the Petitioner, consisting of four pages, undated, a copy of which is attached to and made a part of this Ordinance as ***Exhibit A***;
2. The Site Plan, prepared by the Petitioner, consisting of one page, undated, a copy of which is attached to and made a part of this Ordinance as ***Exhibit B***; and
3. The Floor Plan, prepared by Petitioner, consisting of one page, undated, a copy of which is attached to and made a part of this Ordinance as ***Exhibit C***.

4. The Traffic Impact Study, prepared by Kenig, Lindgren, O'Hara, Aboona, Inc., consisting of eight pages, and with a latest revision date of May 11, 2026, a copy of which is attached to and made a part of this Ordinance as ***Exhibit D***.

C. Traffic Impact. If negative traffic impact complaints are made to the City regarding the operation of the Livery Service, and the City staff investigates and finds valid negative impacts created by the operation of the Livery Service, City staff and Petitioner will work together to resolve these negative traffic impacts.

SECTION 5. FAILURE TO COMPLY WITH CONDITIONS.

A. Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with, or resists the enforcement of, any of the provisions of this Ordinance shall be fined not less than \$75.00 or more than \$750.00 for each offense. Each and every day that a violation of this Ordinance is allowed to remain in effect shall constitute a complete and separate offense. In addition, the appropriate authorities of the City may take such other action as they deem proper to enforce the terms and conditions of this Ordinance, including, without limitation, an action in equity to compel compliance with its terms. Any person, firm or corporation violating the terms of this Ordinance shall be subject, in addition to the foregoing penalties, to the payment of court costs and reasonable attorneys' fees.

B. In the event that the Petitioner fails to develop or maintain the Subject Property in accordance with the 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

M-2 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 Owner and the Petitioner acknowledges that public notices and hearings have been held with respect to the adoption of this Ordinance, have considered the possibility of the revocation provided for in this Section, and agree not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice and hearing required by Section 12-4-7 of the Zoning Ordinance is provided to the Petitioner and the Owner.

SECTION 6. BINDING EFFECT. This Ordinance and the privileges, obligations, and provisions contained in this Ordinance run with the Subject Property and inure to the benefit of, and are binding upon, the Owner and the Petitioner, and their respective personal representatives, successors, and assigns, including, without limitation, subsequent purchasers or lessees of the Subject Property.

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

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

- A. its passage, approval and publication in pamphlet form as provided by law;
- B. the filing with the City Clerk by the Petitioner and the Owner, not less than 60 days after the passage and approval of this Ordinance, of an unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance.

Said unconditional agreement and consent shall be in substantially the form attached to, and by this reference made a part of, this Ordinance as ***Exhibit E***;

C. at the Petitioner's sole cost and expense, the recordation of this Ordinance together with such exhibits as the City Clerk deems appropriate, with the Office of the Cook County Recorder; and

D. in the event that the Petitioner or the Owner does not file with the City Clerk a fully executed copy of the unconditional agreement and consent referenced in Section 8.B of this Ordinance, within 60 days after the date of passage of this Ordinance by the City Council, the City Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

[SIGNATURES ON FOLLOWING PAGE]

PASSED this _____ day of _____, 2026.

APPROVED this _____ day of _____, 2026.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
_____ day of _____, 2026.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Ordinance Approving a Conditional Use Permit (CUP) at 301 W. Oakton Steet.

PROJECT NARRATIVE

Conditional Use Permit Application

301 W. Oakton Street, Des Plaines, Illinois

Applicant / Tenant

Summit School Services LLC ("Summit School Services")

Property Owner

GTV Des Plaines LLC

Project Description

The applicant is seeking approval of a Conditional Use Permit to allow a school bus operations and dispatch facility to be operated by Summit School Services at the existing industrial property located at 301 W. Oakton Street in Des Plaines, Illinois. The property is located within the M2 General Manufacturing District and is improved with an existing industrial building and associated paved parking and circulation areas.

The proposed use will occur entirely within the existing building and paved site. No expansion of the building footprint or intensification of site coverage is proposed.

Nature of the Proposed Use

Summit School Services is a transportation company providing student transportation services primarily for nearby school districts, with limited and occasional charter or private transportation services. The facility will be used for off-street parking and storage of school buses, dispatch and administrative functions, driver staging, training, and other customary operational activities associated with school transportation services.

Interior space within the building will be used for administrative offices, dispatch, training areas, driver facilities, and limited support functions typical of a transportation operations center.

Hours of Operation

Operations will occur primarily during the school year and generally follow school transportation schedules.

- **Primary operating hours:**
Monday through Friday, approximately **5:30 AM to 5:30 PM**
- **Peak activity periods:**
Approximately **6:00–9:00 AM** and **2:00–5:00 PM**
 - Employees will arrive between 5:30-6:30 AM
 - Buses will depart between 6:30-8:25 AM
 - Buses will return between 8:10-9 AM
 - Drivers typically leave the premises by 9:30 AM
 - Drivers return between 1:30-2:30 PM
 - Buses will depart between 2:35-3:35 PM
 - Buses will return between 3:45-5:00 PM
 - Drivers and Employees depart by 5:30 PM
 - Up to 74 buses will depart and return during each of the morning and afternoon operating periods.
- **Weekend activity:**
Limited and intermittent, averaging **1–2 times per month** for short durations
- **Seasonality:**
Operations are significantly reduced during summer months when school is not in session

Employees

Summit School Services anticipates employing approximately:

- **8 full-time employees**, and
- **85 part-time employees**

Employee schedules are staggered based on routing and school schedules, which limits peak on-site employee presence at any given time.

Parking and Site Circulation

The site provides adequate paved area for bus parking, employee parking, and internal circulation. A total of approximately **158 parking spaces** are provided, inclusive of fleet vehicles and employee parking, including 85 bus positions, 67 employee parking stalls, and 6 guest parking stalls.

Buses will utilize the existing **north and south driveways** for site access. Approximately 44 buses will depart and return using the Oakton St driveway to the north, and approximately 30 buses will depart and return using the Marshall Dr driveway to the south.

Internal circulation will be managed in a **counter-clockwise traffic pattern** to promote safe and efficient vehicle movement and to minimize congestion within the site and at public access points. Bus routes will be designed to maximize righthand turns to and from adjacent thoroughfares.

Compatibility with Surrounding Area

The property is located within an established industrial area characterized by manufacturing, warehouse, and transportation-related uses. The proposed use is consistent with the character and function of the surrounding area and represents an appropriate reuse of an existing industrial facility.

All activities will be conducted within an existing developed site designed to accommodate vehicle-oriented operations, and no adverse impacts to surrounding properties are anticipated.

To minimize effect on residential rear yards across Oakton Street, additional sound-dampening trees and shrubs will be planted within the existing 60-foot landscape setback along Oakton Street.

Conclusion

The proposed use is consistent with the intent of the M2 zoning district and the City's comprehensive planning objectives. It will:

- operate within an existing industrial building;
- utilize existing infrastructure;
- provide transportation services that support local school districts; and
- reduce the impacts associated with the site's prior heavy freight use while remaining compatible with surrounding industrial operations.

While transportation-related uses can, in certain contexts, create higher intensity impacts, the proposed Summit School Services operation has been designed and will be operated in a

manner that minimizes potential impacts on surrounding properties. The site is located within an established industrial corridor and is separated from residential properties to the north by Oakton Street, a multi-lane arterial roadway, in addition to a 60-foot landscape buffer that includes sound-dampening plantings.

Importantly, the property is currently utilized for trucking and logistics operations, and the proposed school bus use represents a comparable, and in many respects less intensive, operation. Vehicle activity will be scheduled and concentrated within defined weekday periods rather than occurring continuously throughout the day or overnight, with significantly reduced activity outside of peak school transportation times and during summer months.

The facility will function as a controlled staging and dispatch operation with no public access and managed internal circulation designed to minimize congestion and idling. Given these operational characteristics and the existing industrial context, the proposed use is not anticipated to create adverse impacts on surrounding properties or nearby residential areas.

Approval of the requested Conditional Use Permit is respectfully requested.

STANDARDS FOR CONDITIONAL USES

The Planning and Zoning Board and City Council review the particular facts and circumstances of each proposed Conditional Use in terms of the following standards. Keep in mind that in responding to the items below, you are demonstrating that the proposed use is appropriate for the site and will not have a negative impact on surrounding properties and the community. Please answer each item completely and thoroughly (two to three sentences each).

1. The proposed conditional use is in fact a conditional use established within the specific zoning district involved;

The proposed use is a conditional use that is expressly contemplated within the M2 General Manufacturing District. The requested approval follows the City's established process for evaluating uses that are industrial in nature but require case-specific review to ensure site compatibility.

2. The proposed conditional use is in accordance with the objectives of the city's comprehensive plan and this title;

The proposed use is consistent with the City's comprehensive plan and zoning objectives by placing a transportation-related operational use within an established industrial corridor. The use supports continued employment and reinvestment in an existing industrial property without introducing incompatible residential or commercial activity.

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;

The site is located in an area characterized by industrial and transportation-oriented uses, and the proposed use is consistent in scale and appearance with surrounding development. No new buildings or exterior expansions are proposed, and existing paved parking and circulation areas will continue to be used.

4. The proposed conditional use is not hazardous or disturbing to existing neighboring uses;

The proposed use will not be hazardous or disturbing to neighboring properties. Operations will occur primarily during weekday daytime hours, and activities will be conducted within an established industrial setting designed to accommodate vehicle-oriented 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;

The property is fully served by existing public infrastructure, including public streets, utilities, drainage, police, and fire protection. The proposed use does not require extensions or upgrades to public facilities beyond their current capacity.

6. The proposed conditional use does not create excessive additional requirements at public expense for public facilities and services and not be detrimental to the economic welfare of the community;

The proposed conditional use will not create excessive additional demand on public facilities or services at public expense. Instead, it supports continued economic activity, employment, and productive reuse of an existing industrial property within the City.

7. The proposed conditional use does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors;

The use will not generate excessive traffic, noise, fumes, glare, or odors beyond what is typical for an industrial transportation-related facility. Bus activity will be concentrated around school transportation schedules, with reduced operations during summer months when school is not in session.

8. The proposed conditional use provides vehicular access to the property designed that does not create an interference with traffic on surrounding public thoroughfares;

Vehicular access to the site utilizes existing driveways and internal circulation patterns designed to accommodate larger vehicles. Bus ingress and egress will be managed entirely on site and will not interfere with traffic flow on surrounding public roadways.

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

The proposed use does not result in the destruction, loss, or alteration of any natural, scenic, or historic features. All activity will occur on previously developed and paved portions of the site, with no disturbance to undeveloped land.

10. The proposed conditional use complies with all additional regulations in this title specific to the conditional use requested

The proposed conditional use complies with all applicable provisions of the Zoning Code and any additional regulations specific to the use. The applicant will continue to comply with all operational conditions imposed as part of the conditional use approval.

MEMORANDUM TO: Rachel Field
Transport Properties

FROM: Brendan S. May, PE, PTOE
Principal

Luay R. Aboona, PE, PTOE
Principal

DATE: May 11, 2026

SUBJECT: Traffic Impact Statement
Proposed Bus Storage Facility
Des Plaines, Illinois

This memorandum summarizes the results of a traffic impact statement prepared by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for the proposed school bus storage facility to be located in Des Plaines, Illinois. The site is located at 301 W. Oakton Street and is proposed to contain a school bus facility to be used as a dispatch, maintenance, and storage facility for 74 buses. Access will be provided off Oakton Street.

Existing Traffic Conditions

As indicated earlier the site is located at 301 W. Oakton Street. The site is occupied by an approximately 60,000 square foot industrial building with truck parking. Access is provided off Oakton Street.

Oakton Street is an east-west, minor arterial roadway that provides two travel lanes in each direction separated by a center two-way left lane. Oakton Street is under the jurisdiction of the Illinois Department of Transportation (IDOT), carries an annual average daily traffic (AADT) volume of 22,700 vehicles (IDOT 2019), and has a posted speed limit of 40 miles per hour.

Characteristics of the Proposed Development

As proposed, the plans call for repurposing the site to contain a school bus storage facility for approximately 74 buses and the existing approximately 60,000 square-foot building will remain and will provide repair spaces, training and office space, a driver break room, and storage. The facility will be staffed by approximately eight full time employees and 85 part-time employees and will primarily offer transportation services to nearby school districts and will have occasional charter/private transportation customers. The hours of operation will be Monday through Friday from 5:30 A.M. to 5:30 P.M. with occasional weekend hours from 7:00 A.M. to 9:00 A.M. (one to two times per month). The parking lot will provide a total of 137 parking spaces to accommodate both bus and employee parking. Access to the site will continue to be provided via the existing access drives off Oakton Street.



Aerial View of Site

Figure 1

Facility Estimated Trip Generation

The number of peak hour trips estimated to be generated by the proposed facility was based on information provided by the operator regarding the departure and return time for buses. Per the provided information, the peak periods of traffic will occur between 6:00 A.M. and 9:00 A.M. and between 2:00 P.M. to 5:00 P.M. and there will be approximately 74 bus drivers.

During the morning peak period, the drivers will arrive at the site and depart in their buses between 6:30 A.M. and 8:30 A.M. These buses will then return between 8:00 A.M. and 9:00 A.M. During the afternoon peak period, buses will depart between 2:30 P.M. and 3:30 P.M. and will return between 3:45 P.M. and 5:00 P.M. With 74 bus drivers and eight full time employees, the facility is anticipated to generate approximately 312 daily trips (buses/personal vehicles).

Based on the anticipated bus schedules, the weekday morning peak hour of traffic is anticipated to occur between 8:00 A.M. and 9:00 A.M. with 182 vehicle trips and the weekday evening peak hour of traffic is anticipated to occur between 4:00 P.M. and 5:00 P.M. with 140 vehicle trips. It should be noted that it was assumed that the eight full time employees arrived during the weekday morning peak hour and departed during the weekday evening peak hour. **Table 1** summarizes the trips projected to be generated by the proposed facility during these peak hours.

Table 1
PROJECTED SITE-GENERATED TRAFFIC VOLUMES

	Weekday Morning Peak Hour			Weekday Evening Peak Hour			Weekday Daily Trips		
	In	Out	Total	In	Out	Total	In	Out	Total
Personal Vehicles	21	74	95	0	74	74	82	82	164
Buses	74	13	87	66	0	66	74	74	148
Total Trips	95	87	182	66	74	140	156	156	312

Traffic and Access Evaluation

Overall, the proposed facility will have a limited impact on the area roadway network due to the following:

- The proposed facility will increase the daily traffic volumes along Oakton Street by less than one percent.
- The trips generated by the facility will not all be new trips to the study area as the facility will be replacing an existing industrial use generating both passenger vehicle and truck traffic.

- Based on available count data at the intersection of Oakton Street with Mt. Prospect Road from 2023, Oakton Street along the site frontage carries approximately 1,500 vehicles during the weekday morning peak hour and 1,800 vehicles during the weekday evening peak hour. The facility will increase the traffic volumes during the peak hours by an average of five percent.
- The facility will utilize existing access drive on Oakton Street which is served by an existing center two-way left-turn lane.
- Inbound and outbound bus activity will be distributed over a two to three hour period during the weekday morning and weekday afternoon.

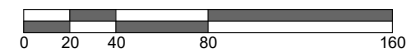
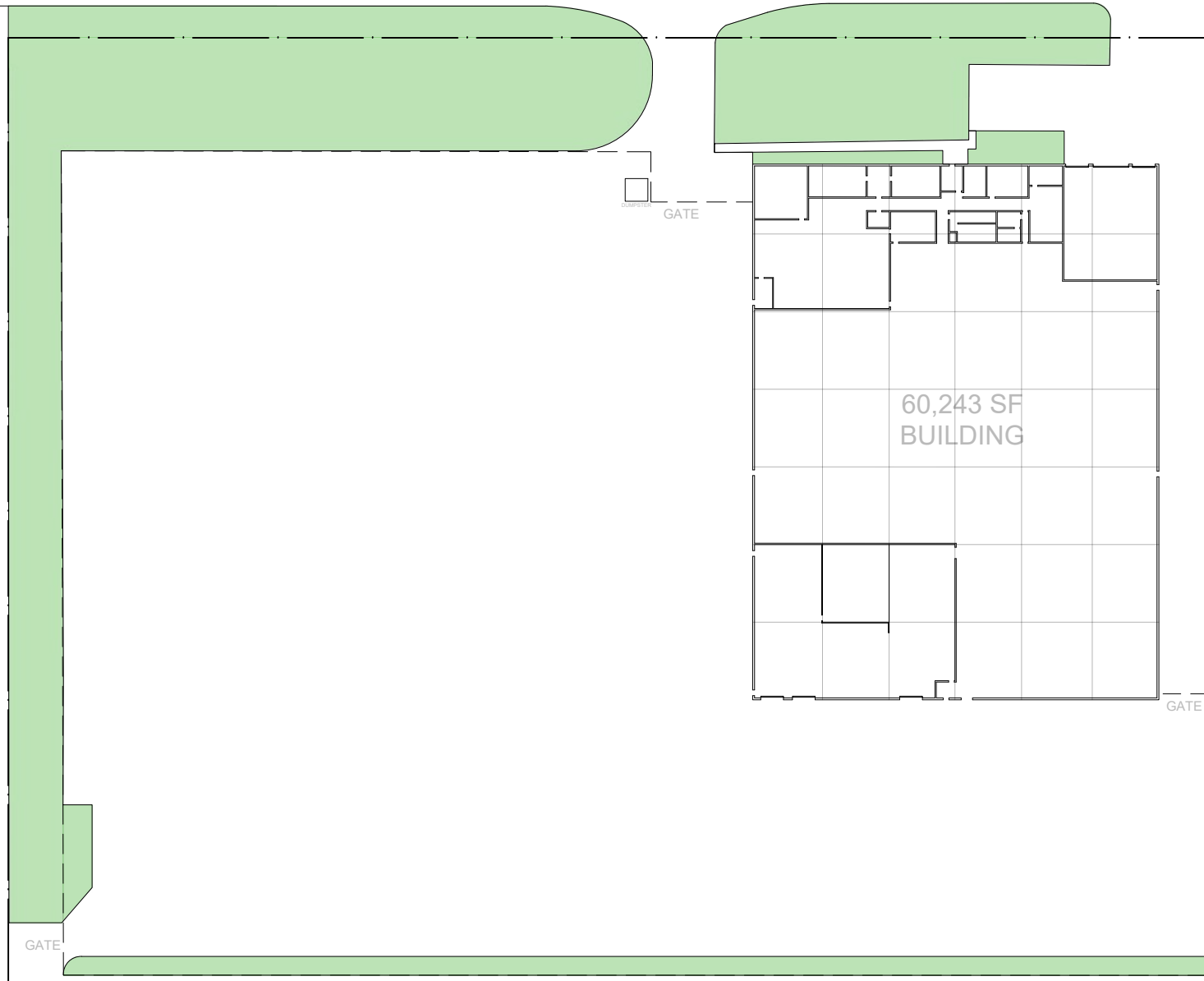
Conclusion

Based on the preceding evaluation, the following is concluded:

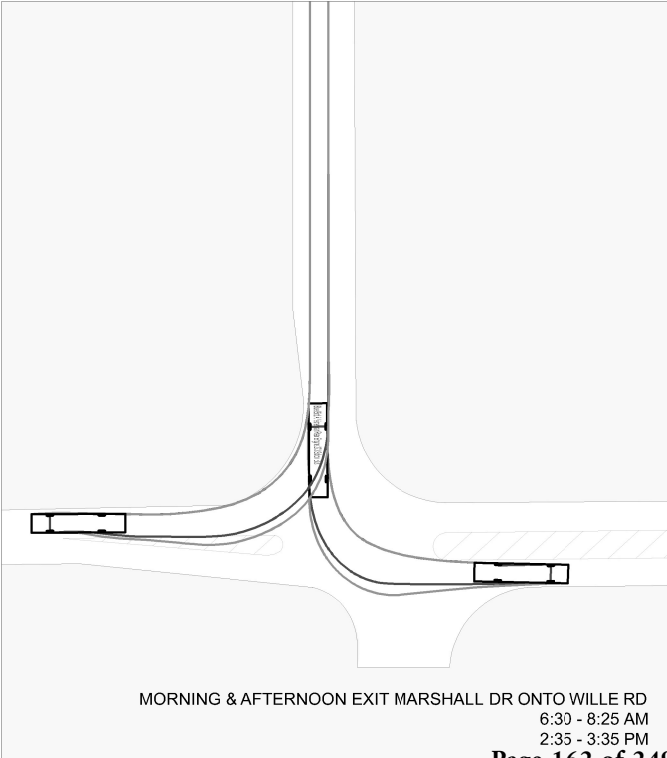
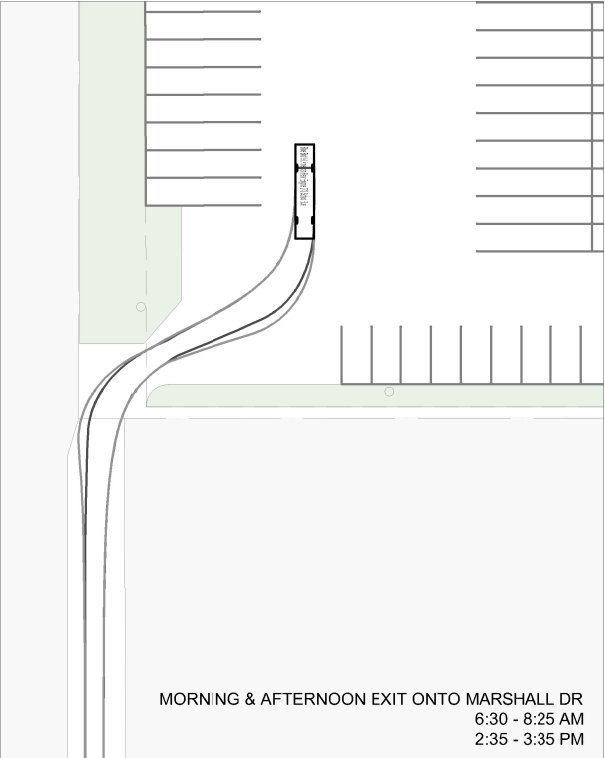
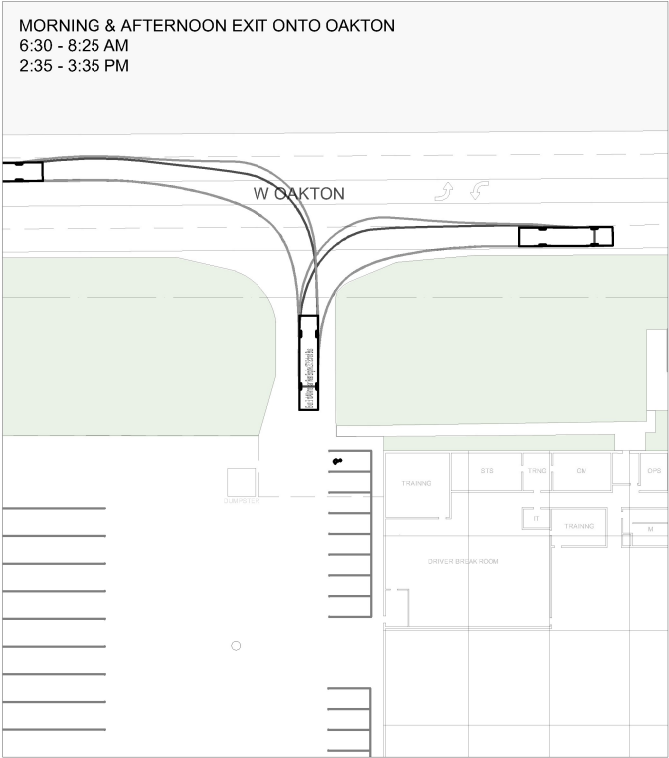
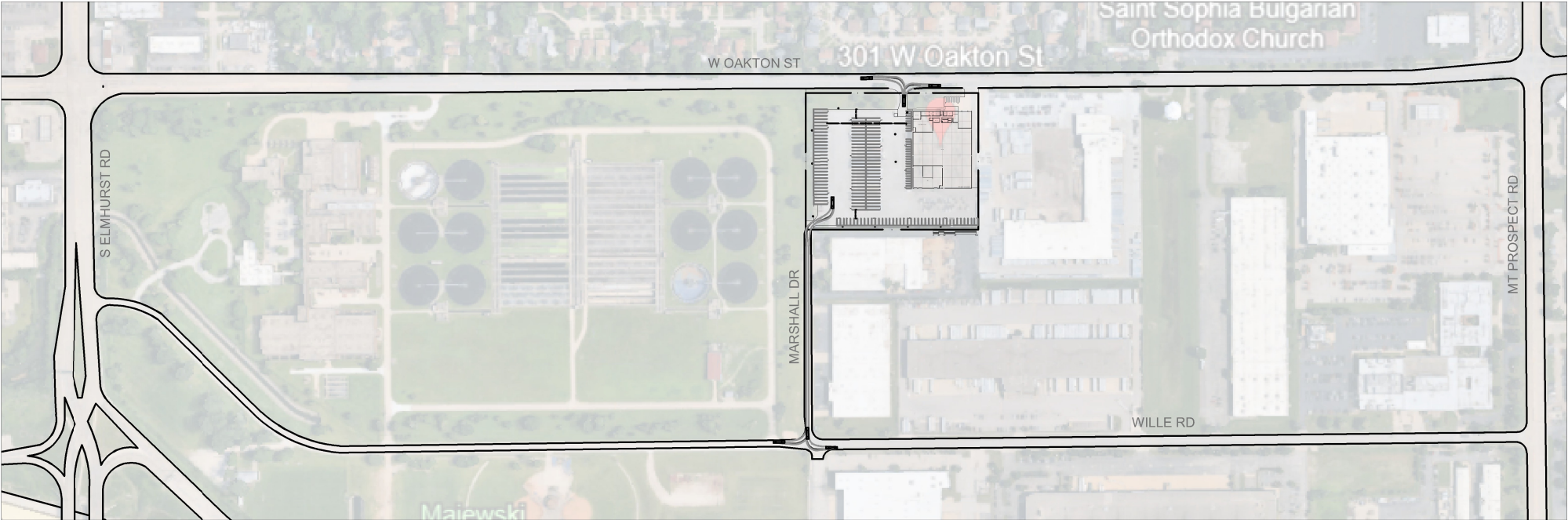
- The volume of traffic generated by the proposed facility will have a limited impact on the operations of the area roadway network.
- The proposed facility will increase the daily traffic volume along Oakton Street by less than one percent.
- The trips generated by the facility will not all be new trips to the study area as the facility will be replacing an existing industrial use generating both passenger vehicle and truck traffic.
- Oakton Street along the site frontage provides a center two-way left-turn lane.

Appendix

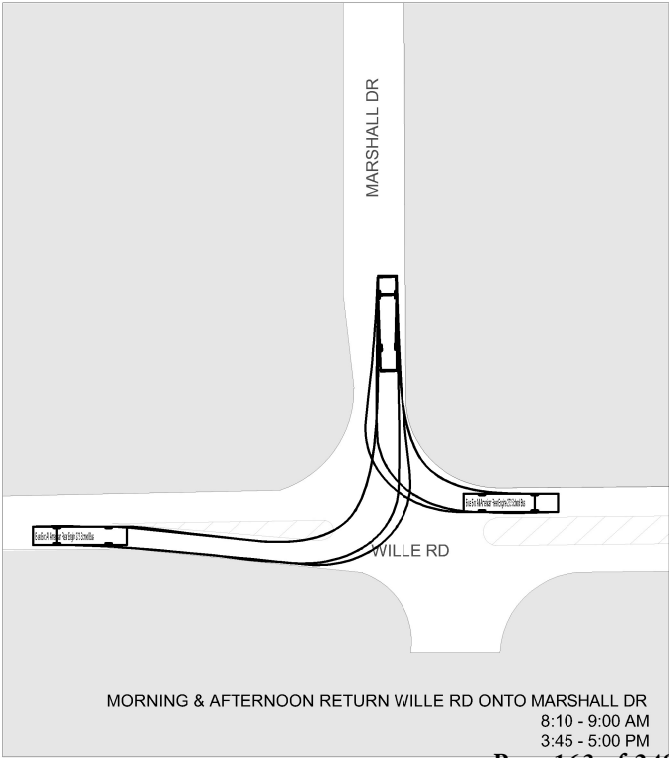
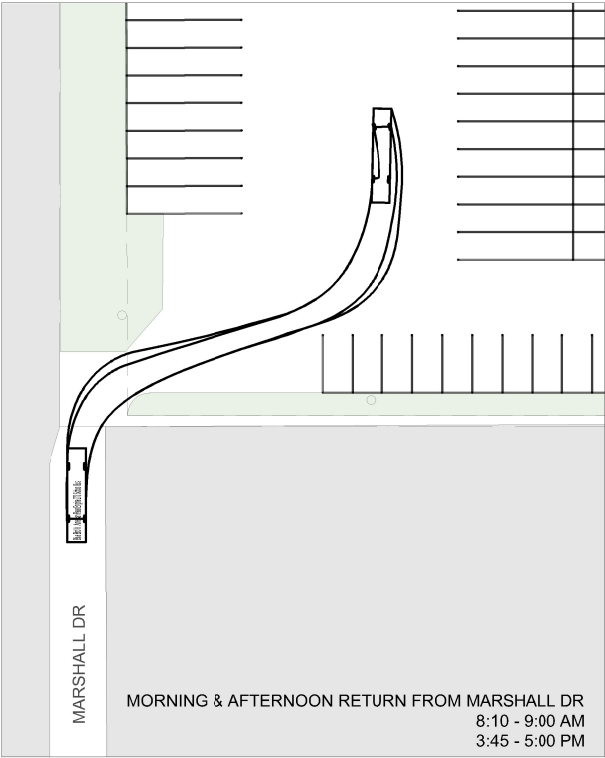
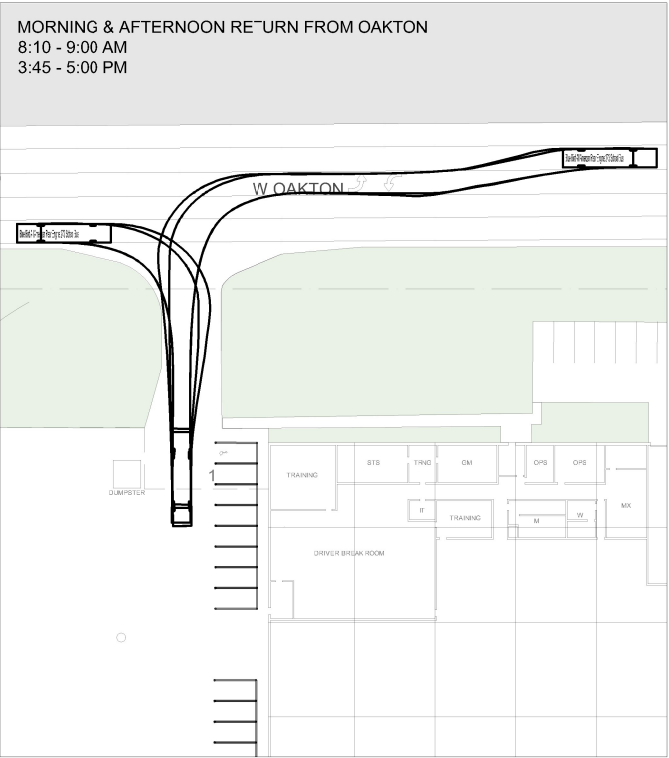
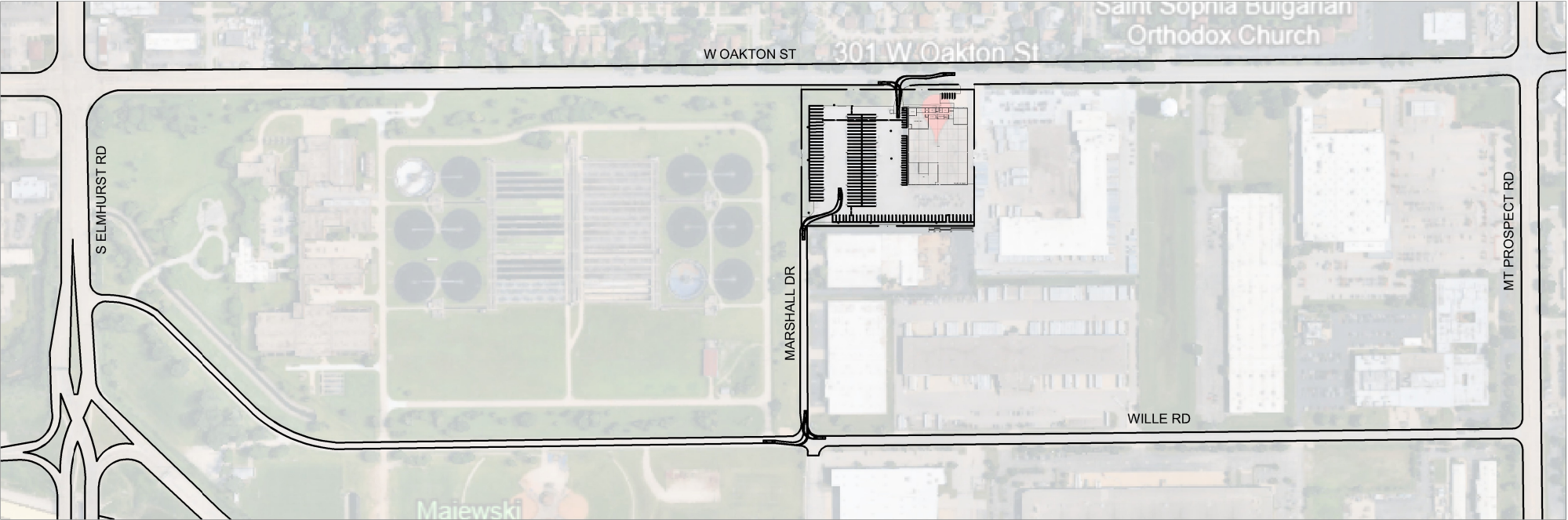
W. OAKTON STREET

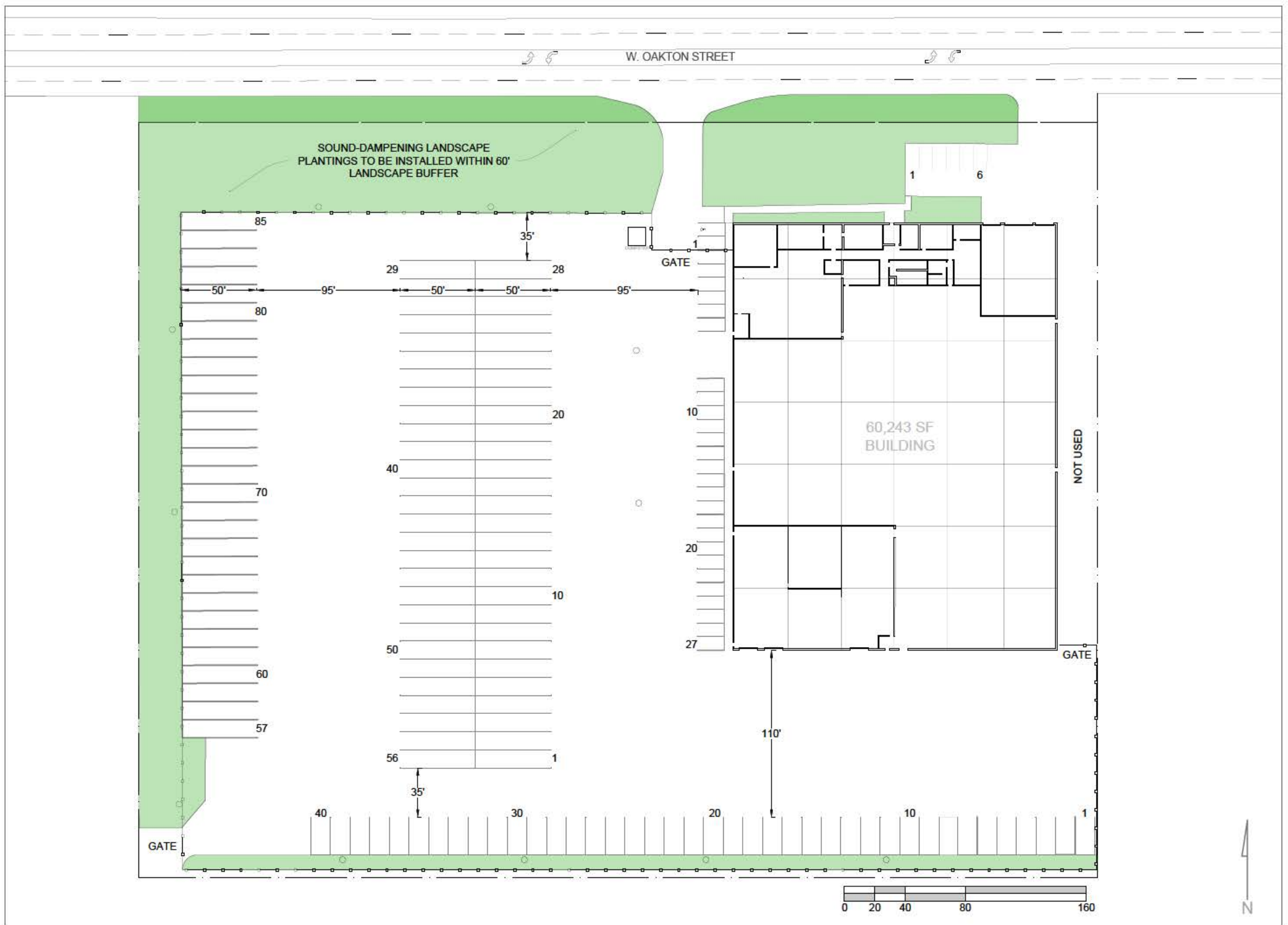


301 W. OAKTON, DES PLAINES, IL
DEPARTURE TURNING MOVEMENT DIAGRAM • BLUE BIRD REAR-ENGINE 273 8' X 40' EXAMPLE



301 W. OAKTON, DES PLAINES, IL
RETURN TURNING MOVEMENT DIAGRAM • BLUE BIRD REAR-ENGINE 273 8' X 40' EXAMPLE





301 W. OAKTON, DES PLAINES, IL

85 BUS POSITIONS • 67 EMPLOYEE PARKING STALLS • 6 GUEST PARKING STALLS

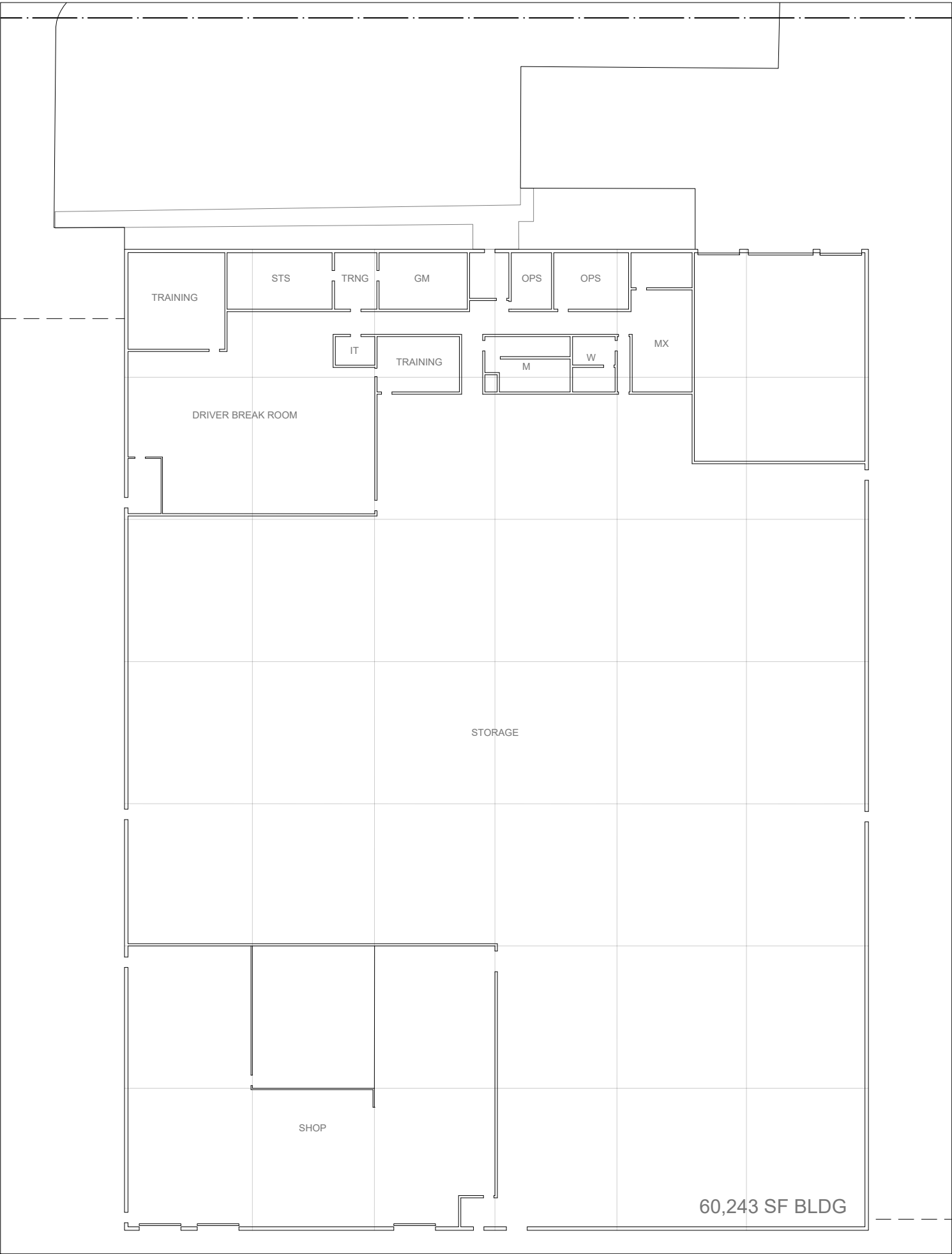


EXHIBIT B

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Ordinance No. Z-15-26 adopted by the City Council of the City of Des Plaines on _____, 2026 ("**Ordinance**"), grants approval of a conditional use permit to allow Summit School Services LLC ("**Petitioner**") to operate a livery service on the property commonly known as 301 W. Oakton Street, Des Plaines, Illinois ("**Subject Property**"), subject to certain conditions; and

WHEREAS, the Subject Property is owned by GTV Des Plaines LLC ("**Owner**"); and

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

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

1. The Petitioner and the Owner hereby unconditionally agree to accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of the Ordinance.
2. The Petitioner and the Owner acknowledge and agree that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's review and approval of any plans for the Subject Property, the adoption of the Ordinance, or the issuance of any permits for the use and development of the Subject Property, and that the City's review and approval of any such plans and ordinance, and issuance of any such permits does not, and shall not, in any way, be deemed to insure the Petitioner or the Owner against damage or injury of any kind and at any time.
3. The Petitioner and the Owner acknowledge that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the procedures required by Section 12-4-7 of the City's Zoning Ordinance are followed.
4. The Petitioner agrees to and does hereby hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers,

employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the City's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with or the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Subject Property, and (d) the performance by Petitioner of its obligations under this Unconditional Agreement and Consent.

- 5. The Petitioner hereby agrees to pay all expenses incurred by the City in defending itself with regard to any and all of the claims mentioned in this Unconditional Agreement and Consent. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the City.

ATTEST: **SUMMIT SCHOOL SERVICES LLC**

By: _____ By: _____

Print Name: _____ Its: _____

ATTEST: **GTV DES PLAINES LLC**

By: _____ By: _____

Print Name: _____



OFFICE OF THE CITY CLERK

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

MEMORANDUM

Date: July 20, 2026
To: Dorothy Wisniewski, City Manager
From: Dominik Bronakowski, City Clerk
Subject: Minutes/Regular Meeting - July 6, 2026

Issue: Minutes of the Regular Meeting of the City Council of the City of Des Plaines, Illinois held in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center, Monday, July 6, 2026

Attachments:

1. 2026-07-06 Council Minutes

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DES PLAINES, ILLINOIS HELD IN THE ELEANOR ROHRBACH MEMORIAL COUNCIL CHAMBERS, DES PLAINES CIVIC CENTER, MONDAY, JULY 6, 2026

CALL TO ORDER

The regular meeting of the City Council of the City of Des Plaines, Illinois, was called to order by Mayor Goczkowski at 7:01 PM in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Monday, July 6, 2026.

ROLL CALL

Roll call indicated the following Aldermen present: Oskerka, Sayad, Merlin, Walsten, Smith and Charewicz. Alderman Chlebek and Moylan were absent. A quorum was present.

PRAYER AND PLEDGE

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

PROCLAMATION

Mayor Goczkowski read a proclamation, honoring the 250th anniversary of the United States of America.

PUBLIC COMMENT

KT Peterson from Go Green Des Plaines, encouraged residents to participate in plastic free July and shared their hope to help with conservation efforts of the Methodist Campground. Howard Sloma, resident of 1653 Lunt Ave, requested the City Council to work with the Illinois Department of Transportation to install a stop light at Mannheim Rd and Pratt Ave.

MAYORAL ANNOUNCEMENTS

Mayor Goczkowski thanked City staff for their efforts in making the Taste of Des Plaines and recent Fourth of July festivities possible. He encouraged residents to attend the following upcoming events hosted by the City of Des Plaines:

- Food Truck Round Up: Tuesday, July 21st from 5-8 PM at Metropolitan Square
- Food Truck Round Up: Tuesday, August 18th from 5-8 PM at the Des Plaines Public Library
- National Night Out: Tuesday, August 4th from 5-8 PM at Forest Elementary School and Algonquin Middle School grounds.

Mayor Goczkowski also encouraged residents to participate in the Cross Connection Survey that was mailed to residents to help ensure the continued delivery of safe and clean water throughout the community.

ALDERMAN ANNOUNCEMENTS

Alderman Merlin thanked residents for attending the previous 5th Ward meeting and expressed appreciation to City staff for their efforts during the Fourth of July festivities.

Alderman Walsten thanked City staff for their efforts during the Fourth of July festivities and encouraged residents to attend the \$1 movie showing of The Karate Kid at the Des Plaines Theatre on July 7. He also encouraged residents to participate in the Citizens Utility Board.

Alderman Smith thanked City staff for their efforts during the Fourth of July festivities.

Alderman Charewicz thanked City staff for their efforts during the Fourth of July festivities. He expressed appreciation to the Des Plaines History Center for hosting the Declaration of Independence reading event. He also encouraged residents to visit the City's sustainability

webpage and complete the sustainability survey. Additionally, he informed residents that construction will be taking place on Mannheim Road from Lee Street to Graceland Avenue.

Alderman Oskerka thanked City staff for their efforts during the Fourth of July festivities.

Alderman Sayad thanked City staff for their efforts during the Fourth of July festivities.

Alderman Merlin expressed appreciation to the City Council for its decision to provide funding to the Des Plaines History Center and stated that he is pleased with the organization's recent developments and increased community activity.

CITY CLERK ANNOUNCEMENTS

Clerk Bronakowski thanked City staff for their efforts during the Fourth of July festivities.

MANAGER'S REPORT

City Manager Wisniewski thanked City staff for their efforts during the Fourth of July festivities and the recent Taste of Des Plaines events.

COUNSEL REPORT

No announcements at this time.

CONSENT AGENDA

Moved by Sayad, seconded by Smith, to Establish the Consent Agenda. Upon voice vote, the vote was:

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

NAYS: 0 - None

ABSENT: 2 - Chlebek, Moylan

Motion declared carried.

Moved by Sayad seconded by Walsten, to Approve the Consent Agenda. Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 2 - Chlebek, Moylan

Motion declared carried.

Resolution R-156-26, R-157-26, R-158-26, R-159-26, R-160-26, R-161-26 and R-162-26 were approved. Ordinance M-11-26 and M-13-25 were adopted. Regular Meeting Minutes for June 15 were approved.

APPROVING 3-YEAR DACRA MUNICIPAL ENFORCEMENT SOFTWARE LICENSE AGREEMENT WITH DACRA TECH

Moved by Sayad, seconded by Walsten, to approve Resolution R-156-26, APPROVING 3-YEAR LICENSING AGREEMENT FOR DACRA MUNICIPAL ENFORCEMENT SOFTWARE FROM DACRA TECH, LLC, NTE \$126,000 – ADMINISTRATIVE HEARING/TICKET SOFTWARE. Motion declared carried as approved unanimously under Consent Agenda.

Resolution R-156-26

**APPROVING 2026
EPL MAINTENANCE
RENEWAL WITH
TYLER
TECHNOLOGIES**

Moved by Sayad, seconded by Walsten, to approve Resolution R-157-26, APPROVING 2026 CONTRACT EXPENDITURE FOR EPL MAINTENANCE RENEWAL WITH TYLER TECHNOLOGIES, INC., TROY, MI, \$117,897 – IT SOFTWARE MAINTENANCE FUNDS. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-157-26**

**APPROVING USE OF
ASSET FORFEITURE
FUNDS FOR
PURCHASE OF TWO
NIGHT VISION
DEVICES FROM
GPNVGS**

Moved by Sayad, seconded by Walsten, to approve Resolution R-158-26, APPROVING USE OF ASSET FORFEITURE FUNDS FOR PURCHASE OF TWO NIGHT VISION DEVICES FROM GPNVGS, RAYMORE, MO, NTE \$26,098 – NO COST TO CITY. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-158-26**

**APPROVING TASK
ORDER WITH
BERGER
EXCAVATING
CONTRACTORS**

Moved by Sayad, seconded by Walsten, to approve Resolution R-159-26, APPROVING TASK ORDER #15 WITH BERGER EXCAVATING CONTRACTORS, WAUCONDA, IL, \$231,345.70 – WATER FUNDS. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-159-26**

**APPROVING
ADDITIONAL
FUNDS FOR
LEE/FOREST
TRAFFIC SIGNAL
CONSTRUCTION**

Moved by Sayad, seconded by Walsten, to approve Resolution R-160-26, APPROVING ADDITIONAL FUNDS FOR LEE/FOREST TRAFFIC SIGNAL CONSTRUCTION, \$138,254.44 – CAPITAL PROJECTS FUNDS. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-160-26**

**APPROVING
PURCHASE OF
EMERGENCY
WATER MAIN
MATERIALS FROM
MID-AMERICAN
WATER**

Moved by Sayad, seconded by Walsten, to approve Resolution R-161-26, APPROVING PURCHASE OF EMERGENCY WATER MAIN MATERIALS FROM MID-AMERICAN WATER, WAUCONDA, IL, \$159,695.40 – WATER FUNDS. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-161-26**

**APPROVING
PROFESSIONAL
SERVICES**

Moved by Sayad, seconded by Walsten, to approve Resolution R-162-26, APPROVING PROFESSIONAL SERVICES AGREEMENT WITH BAXTER & WOODMAN CONSULTING ENGINEERS, MOKENA, IL, FOR UTILITY BILLING REVIEW,

**AGREEMENT WITH
BAXTER &
WOODMAN**

\$43,000 – WATER/SEWER FUNDS. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-162-26**

**SECOND READING –
ORDINANCE M-11-26**

Moved by Sayad, seconded by Walsten, to approve Second Reading Ordinance M-11-26, AUTHORIZING CITY COUNCIL TO DISPOSE OF LISTED VEHICLES/EQUIPMENT THROUGH OBENAUF AUCTION SERVICES, INC., ROUND LAKE, IL. Motion declared carried as approved unanimously under Consent Agenda.

**SECOND READING –
ORDINANCE M-13-26**

Moved by Sayad, seconded by Walsten, to approve Second Reading Ordinance M-13-26, CONSIDERATION OF ORDINANCE REPEALING CHAPTER 10 OF TITLE 2 AND AMENDING CHAPTER 3 OF TITLE 3 REGARDING DES PLAINES FOREIGN FIRE INSURANCE BOARD. Motion declared carried as approved unanimously under Consent Agenda.

APPROVE MINUTES

Moved by Sayad, seconded by Walsten, to approve the minutes of the City Council meeting of June 15, 2026, as published. Motion declared carried as approved unanimously under Consent Agenda.

**UNFINISHED
BUSINESS**

**APPROVING
PRELIMINARY PUD,
TENTATIVE PLAT,
AND CONDITIONAL
USE FOR ASSEMBLY
USE AT 240, 280, AND
310 POTTER RD.**

Community and Economic Development Director Jeff Rogers reviewed a memorandum dated June 30, 2026.

Following the June 1, 2026 City Council meeting, City staff prepared an updated draft of Ordinance Z-12-26 to reflect the conditions approved on first reading. Prior to the June 15, 2026 City Council meeting, the petitioner requested that consideration of the Ordinance be deferred pending submission of proposed amendments. On June 26, 2026, the petitioner submitted a letter to the attention of City Council requesting amendments to the draft Ordinance Z-12-26 to revise conditions two and five. The petitioner requested these proposed changes be considered during the second reading of the Ordinance at the July 7, 2026 City Council meeting.

**Ordinance
Z-12-26**

Summary of Requested Amendments

Section 8, Condition #2: The current draft of the Ordinance includes a condition requiring traffic management for events exceeding 100 attendees. The petitioner requested consideration of an amendment to this draft condition to increase the number of event attendees that would trigger the need for parking management from 100 to 250. The Petitioner also requested that language be added to this condition to clarify that the condition is effective only after a final certificate of occupancy has been issued for the new multi-purpose building and not while current operations with only the church building are in place.

Section 8, Condition #5: The current draft of the Ordinance includes a condition prohibiting the simultaneous use of the church building and new multi-purpose building except on Sundays between 10:00 AM and 1:30 PM. The petitioner requests consideration of an amendment to this condition to allow simultaneous use of both buildings but restrict the total number of occupants to 500, unless a greater occupancy is authorized by the City via a Temporary event license. The proposed revision aims to address the parking concerns on the basis of total occupants rather than specific hours of simultaneous use.

City Clerk Bronakowski read comments submitted by Alderman Chlebek, in which she expressed opposition to the proposed amendment and any future proposed amendments

related to the development.

The petitioner presented proposed adjustments to the amendment and thanked the City Council for considering the request.

Alderman Merlin stated that the discussion represented a positive example of how government can work collaboratively and stated that the revised conditions provide a better approach. He noted that the amendment does not change the proposal but provides additional clarification.

Alderman Smith asked for clarification regarding potential overflow parking issues and coordination with the Maine Township Fire Department. The petitioner stated that Maine Township Fire Department would be able to accommodate the proposed use.

Alderman Sayad asked whether the petitioner had a plan in place to address potential parking overflow. The petitioner stated that volunteers would be present during high-attendance events to assist with traffic flow and parking management.

Alderman Charewicz stated that the request is a conditional use and noted that the City Council retains the authority to modify conditions in the future should issues arise.

Moved by Walsten, seconded by Merlin to Approve Second Reading Ordinance Z-12-26, with requested amendments, CONSIDERATION OF PRELIMINARY PLANNED UNIT DEVELOPMENT (PUD), TENTATIVE PLAT, AND CONDITIONAL USE FOR RESIDENTIALLY ZONED ASSEMBLY USE AT 240, 280, AND 310 POTTER RD. Upon roll call, the vote was:

AYES:	6 -	Oskerka, Sayad, Merlin, Walsten, Smith, Charewicz
NAYS:	0 -	None
ABSENT:	2 -	Chlebek, Moylan

Motion declared carried.

APPROVING
ZONING TEXT
AMENDMENTS FOR
CANNABIS
BUSINESS SIGN
REGULATIONS

Ordinance
Z-13-26

Community and Economic Development Director Jeff Rogers reviewed a memorandum dated June 8, 2026.

At the June 1, 2026 meeting, City Council reviewed the proposed design of the Chicago Mar Thoma Church expansion and building occupancies, specifically the proposal's potential traffic, parking, and neighboring properties impacts, such as sufficient off-street parking, the scale of the expansion, and the new building's uniformity with neighboring properties. The City Council voted 7-1 in favor of the proposal with amendments to Ordinance Z-13-26.

The subject property was annexed into the City in 1960 as multiple single-family residences. Around 1985, the existing church building was constructed with a surface parking area, and operations began in 1986 as noted in the Petitioner's Project Narrative, Responses to Standards, and Existing Condition Photos submittal. The congregation began to grow over the years and in 2018 the parish house was constructed.

Today, the subject property consists of the original church building located at the north end of site, the parish house located at the south end of the site, and a large surface parking lot in between as illustrated on the Plat of Survey. The subject property is entirely within the floodplain, with the southwest corner in the 100-year floodplain and remainder of the site in the 500-year floodplain requiring compliance with Title 14 Flood Controls of the Municipal Code.

Alderman Smith asked about size limitations for cannabis-related signage.

Director Rogers stated that signage for the cannabis dispensary is subject to the same size requirements as any other commercial business.

Alderman Smith requested clarification regarding the use of the word “cannabis” on signage. Director Rogers stated that the City follows state guidelines and does not impose additional limitations on the use of the word “cannabis.”

Moved by Charewicz, seconded by Sayad to Approve Second Reading Ordinance Z-13-26, CONSIDERATION OF ORDINANCE APPROVING ZONING TEXT AMENDMENTS FOR CANNABIS BUSINESS SIGN REGULATIONS. Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 2 - Chlebek, Moylan

Motion declared carried.

NEW BUSINESS

WARRANT REGISTER

**Resolution
R-163-26**

FINANCE & ADMINISTRATION – Alderman Sayad, Chair

Alderman Sayad presented the Warrant Register.

Moved by Sayad, seconded by Smith to Approve the Warrant Register of July 6, 2026, in the Amount of \$6,918,355.84 and Approve Resolution R-163-26. Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 2 - Chlebek, Moylan

Motion declared carried.

APPROVING CONDITIONAL USE FOR LIVERY SERVICE AT 301 W. OAKTON ST.

**Ordinance
Z-15-26**

COMMUNITY DEVELOPMENT – Alderman Walsten, Vice-Chair

Community and Economic Development Director Jeff Rogers reviewed a memorandum dated June 25, 2026.

The property at 301 W. Oakton Street has been used for industrial use since the late 1960s. Per City records, a driveway access point to Marshall Drive at the southwest corner of the property was added in 1995.

The petitioner requested a conditional use to operate a livery service on the subject property as described in the attached Project Narrative. A livery service is a conditional use in the M-2 district. The subject property consists of one 7.29 acre parcel located on the south side of West Oakton Street. It is developed with an industrial building and off-street parking areas.

The site will be used for school bus parking and storage, dispatch and administrative functions, driver staging, training, and other customary operational activities associated with public/private school transportation services. Operations will occur primarily during the school year with primary operating hours from 5:30 AM to 5:30 PM, Monday to Friday. Peak activity periods are anticipated between approximately 6:30-9:00 AM and 2:00- 5:00 PM. The petitioner anticipates 8 full-time and 85 part-time employees, with staggered work

schedules based on routing and school schedules.

Alderman Charewicz expressed support for the proposal.

Moved by Charewicz, seconded by Sayad to Approve the Ordinance Z-15-26, CONSIDERATION OF ORDINANCE APPROVING CONDITIONAL USE FOR LIVERY SERVICE AT 301 W. OAKTON ST. Upon voice, the vote was:

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

NAYS: 0 - None

ABSENT: 2 - Chlebek, Moylan

Motion declared carried.

**APPROVING
CONDITIONAL USE
PERMIT AND
MAJOR
VARIATIONS FOR
1641-1647 OAKTON
PL.**

**Ordinance
Z-16-26**

Community and Economic Development Director Jeff Rogers reviewed a memorandum dated June 23, 2026.

The business owner operates two businesses in a combined tenant space in the Oakton Place Shopping Center at 1641-1647 Oakton Place. Pronto Sandwiches LLC operates as a dine-in & carry-out sandwich restaurant on the premises comprised of 2,480 square feet. Pronto Panifico LLC is seeking to legalize a recently expanded food processing establishment comprised of an additional 4,547 square feet.

The petitioner describes their business as a production bakery business. Bakery items are produced on the premises for both use in the adjoining sandwich restaurant as well as distribution by employees of the business to retail chains and the other sandwich restaurants operated by the business.

The petitioner's application materials state that approximately nine employees are employed on the premises by this business. The space to be used for this business would require a building permit to legalize equipment and modifications to the space recently undertaken without a building permit. The food processing establishment would operate on weekdays from 4:00 a.m. to 1:00 p.m. Loading of the delivery van would occur daily from 7:00 a.m. to 10:00 a.m.

Alderman Merlin stated that he supports the proposal only if the petitioner completes all required permits.

The petitioner stated that the business cannot begin operations without approval of the petition.

Director Rogers stated that all required permits must be completed and issued before the business may operate.

Alderman Merlin reiterated that the petitioner must complete the permitting process prior to operation.

Director Rogers stated that construction work on the property was completed without required permits and identified multiple hazardous interior construction items that were completed without permits.

Alderman Charewicz stated that the approval would be conditional and would allow the petitioner to begin the permitting process but not operate the business until all requirements are satisfied.

Mayor Goczkowski clarified that the current approved use of the property allows the oven to be used only for restaurant purposes and that additional permits are required for the expanded industrial use.

Director Rogers provided an estimated timeline for completing the required permits, stating that many items could be completed within approximately two weeks. He noted that fire and sprinkler requirements may require additional time and that staff would provide the applicant with a detailed list of required corrections.

Alderman Walsten expressed support for moving forward with the proposal.

Moved by Merlin, seconded by Smith to Approve the Ordinance Z-16-26, CONSIDERATION OF ORDINANCE APPROVING CONDITIONAL USE PERMIT AND MAJOR VARIATIONS FOR FOOD PROCESSING ESTABLISHMENT (PRONTO PANIFICO, LLC) AT 1641–1647 OAKTON PL. Upon voice vote, the vote was:

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

NAYS: 0 - None

ABSENT: 2 - Chlebek, Moylan

Motion declared carried.

Moved by Merlin, seconded by Smith to Advance to second reading Ordinance Z-16-26, CONSIDERATION OF ORDINANCE APPROVING CONDITIONAL USE PERMIT AND MAJOR VARIATIONS FOR FOOD PROCESSING ESTABLISHMENT (PRONTO PANIFICO, LLC) AT 1641–1647 OAKTON PL. Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 2 - Chlebek, Moylan

Motion declared carried.

**APPROVING
CONDITIONAL USE
PERMIT AND
MAJOR
VARIATIONS FOR
1641–1647 OAKTON
PL.**

**Resolution
R-164-26
R-165-26**

Economic Development Manager Suzy Aguilar reviewed a memorandum dated June 26, 2026.

The applicant, City of Des Plaines, represented by Mark Rogers, Liston & Tsantilis, is requesting City Council approval of a Resolution designating the property at 678 Lee St as a Blighted Area and approval of a Resolution supporting their application to Cook County for a Class 7b Real Estate Tax Incentive involving Substantial Rehabilitation and Occupation of Abandoned Property with No Special Circumstances.

The subject property consists of approximately 0.18 acres and is improved with a vacant, 10,650- square-foot commercial building. The applicant acquired the property in 2024 and proposes to rehabilitate the existing structure in preparation for future tenant improvements. The applicant has entered into a contingency lease agreement with 10 Scents, LLC, which intends to complete the tenant build-out and construct a proposed three-story dine-in restaurant and event space following the completion of the applicant's rehabilitation work.

Alderman Merlin expressed support for the project and noted that the development would generate significant tax revenue for the city beyond the scope of the current approval.

Moved by Walsten, seconded by Sayad to Approve the Resolution R-164-26, CONSIDERATION OF RESOLUTION DECLARING 678 LEE ST. BLIGHTED AND SUPPORTING COOK COUNTY CLASS 7B REAL ESTATE INCENTIVE FOR THE PROPERTY. Upon roll call, the vote was:

AYES: 6 - Oskerka, Sayad, Merlin,
Walsten, Smith, Charewicz
NAYS: 0 - None
ABSENT: 2 - Chlebek, Moylan
Motion declared carried.

Moved by Walsten, seconded by Merlin to Approve the Resolution R-165-26,
CONSIDERATION OF RESOLUTION SUPPORTING COOK COUNTY CLASS 7B
REAL ESTATE INCENTIVE FOR THE PROPERTY. Upon roll call, the vote was:

AYES: 6 - Oskerka, Sayad, Merlin,
Walsten, Smith, Charewicz
NAYS: 0 - None
ABSENT: 2 - Chlebek, Moylan
Motion declared carried.

ADJOURNMENT

Moved by Walsten, seconded by Oskerka to adjourn the meeting. Upon voice vote, motion
declared carried. The meeting adjourned at 8:25 PM.

Dominik Bronakowski – CITY CLERK

APPROVED BY ME THIS 20th
DAY OF July, 2026

Andrew Goczkowski, MAYOR



FINANCE DEPARTMENT

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

MEMORANDUM

Date: July 20, 2026
To: Dorothy Wisniewski, City Manager
From: Agnes Podbial, Director of Finance
Subject: Resolution R-169-26, July 20, 2026, Warrant Register

Recommendation: I recommend that the City Council approve the July 20, 2026, Warrant Register Resolution R-169-26.

Warrant Register.....\$4,165,377.70

Estimated General Fund Balance

Balance as of 05/31/2026: \$22,838,301
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 and 2nd installments of property tax revenue.

Attachments:

- 1. R-169-26 - FINAL Warrant 07-20-2026

CITY OF DES PLAINES

RESOLUTION

R-169-26

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.

July 20, 2026

City of Des Plaines

Warrant Register 07/20/2026

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund					
Department: 00 - Non Departmental					
1	4630	Resident Ambulance Fees	9168 RMS Receivable Management Services LLC	23-E515640 Medical Reimbursement for DOS 11/30/2023	1,044.92
2	4631	Nonresident Ambulance Fees	9168 RMS Receivable Management Services LLC	24-E1154177 Medical Reimbursement for DOS 11/12/2024	1,782.13
3	4631	Nonresident Ambulance Fees	1459 Blue Cross Blue Shield of Illinois	25-E1378397 Medical Reimbursement for DOS 08/01/2025	145.51
4	4631	Nonresident Ambulance Fees	9535 Western Health Advantage	25-E668402 Medical Reimbursement for DOS 04/13/2025	48.48
5	4631	Nonresident Ambulance Fees	9534 Nowak, Kimberly	26-E1148432 Medical Reimbursement for DOS 03/13/2026	250.00
Total 00 - Non Departmental					3,271.04

Elected Office					
Division: 110 - Legislative					
6	6110	Printing Services	1233 Press Tech Inc	57764 Business Cards for Ward 4 Alderman	30.00
Total 110 - Legislative					30.00

Division: 120 - City Clerk					
7	6100	Publication of Notices	1050 Journal & Topics Newspapers	196706 Legal Notice 06/24/2026 - 2025 Treasurer's Report	2,800.00
8	6120	Recording Fees	7336 Cook County Clerk	29004302026 Recording Fee for One Plat 04/30/2026	135.00
9	7000	Office Supplies	1644 Warehouse Direct Inc	61647491-0 Two Cases Copy Paper, Utensils, Notebooks	101.13
10	7000	Office Supplies	1644 Warehouse Direct Inc	6164791-1 2 Notebooks	8.58
11	7200	Other Supplies	1644 Warehouse Direct Inc	61647491-0 Two Cases Copy Paper, Utensils, Notebooks	37.70
Total 120 - City Clerk					3,082.41

Total 10 - Elected Office					3,112.41
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City Administration					
Division: 210 - City Manager					
12	6000	Professional Services	9348 CP2 Consulting, Inc.	306 2026-2029 Strategic Planning Consultant Services	5,000.00
13	6005	Legal Fees	8897 Emry Murdoch LLC	12371 Legal Fees - 281-299 River Road Eminent Domain Matter - Mar 2026	1,876.00

City of Des Plaines

Warrant Register 07/20/2026

Line #	Account		Vendor	Invoice	Invoice Description	Amount
14	6005	Legal Fees	8897 Emry Murdoch LLC	12437	Legal Fees - 281-299 River Road Eminent Domain Matter - May 2026	5,527.50
15	6005	Legal Fees	8133 Elrod Friedman LLP	28692	5-26 Non-Retainer Matters	7,847.00
16	6005	Legal Fees	8133 Elrod Friedman LLP	28693	5-26 Non-Retainer Matters	793.50
17	6005	Legal Fees	8133 Elrod Friedman LLP	28694	5-26 Non-Retainer Matters	602.00
18	6005	Legal Fees	8133 Elrod Friedman LLP	28703	5-26 Non-Retainer Matters	10,298.50
19	6005	Legal Fees	8133 Elrod Friedman LLP	28704	5-26 Non-Retainer Matters	196.00
20	6005	Legal Fees	8133 Elrod Friedman LLP	28705	5-26 Non-Retainer Matters	98.00
21	6005	Legal Fees	8133 Elrod Friedman LLP	28707	5-26 Non-Retainer Matters	2,936.50
22	6005	Legal Fees	8133 Elrod Friedman LLP	28715	5-26 Non-Retainer Matters	31.00
23	6005	Legal Fees	8133 Elrod Friedman LLP	28718	5-26 Non-Retainer Matters	310.50
24	6005	Legal Fees	8133 Elrod Friedman LLP	MAY 2026 RET	May 2026 Retainer	23,500.00
Total 210 - City Manager						59,016.50

Division: 230 - Information Technology						
25	6000	Professional Services	8395 Sentinel Technologies, Inc	INV67019	Professional Services-T&M 6/10/2026	306.00
26	6140	Leases	5109 Konica Minolta Premier Finance	5039137376	Konica Lease 7/1/2026-7/31/2026 R-176-23	8,109.66
27	6300	R&M Software	1035 Dell Marketing LP	10880451927	16 CoPilot Add-On - 6/24/2026	2,000.00
28	6300	R&M Software	9531 Arkance USA LLC	INV80705	Bluebeam Maintenance Renewal 6/22/2026-6/22/2027	6,630.00
29	7320	Equipment < \$5,000	1026 CDW LLC	AJ7SC8X	2 Tripp Cat6 1-Ft, 38 6-In	306.48
30	7320	Equipment < \$5,000	1026 CDW LLC	AJ7XU8U	I-Pro 2MP OTDR PTZ	2,380.40
31	7320	Equipment < \$5,000	1026 CDW LLC	AJ8AU8U	3 I-Pro 60W SGL POE Injector	918.69
32	7320	Equipment < \$5,000	1026 CDW LLC	AJ8VN5Z	4 Cisco 1M Cable, 1 3M Cable	903.50
Total 230 - Information Technology						21,554.73

Division: 240 - Media Services						
33	6195	Miscellaneous Contractual Services	1320 IL State Police	20260501755	Fingerprint Background Check Services May 2026	27.00

City of Des Plaines

Warrant Register 07/20/2026

Line #	Account		Vendor	Invoice	Invoice Description	Amount
34	6195	Miscellaneous Contractual Services	8843 Granicus LLC	228598	Website Redesign Services 1/1/26-12/31/26 R-184-25	26,250.00
35	6195	Miscellaneous Contractual Services	8655 Bluum of Minnesota LLC	732164-1	Renewal for Signage Agreement 6/19/26-6/18/27	636.00
36	6535	Subsidy - Youth Commission	9522 Palace Promos LLC	2026-03	Youth Commission Banner for GEN Center Community Expo 05/05/26	60.00
Total 240 - Media Services						26,973.00

Division: 250 - Human Resources						
37	5340	Pre-Employment Testing	8533 Justifacts Credential Verification	422327	5 Pre-Employment Background Screening Services 5/26-6/8/26	879.88
Total 250 - Human Resources						879.88

Total 20 - City Administration						108,424.11
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Department: 30 - Finance						
38	6105	Records Preservation	1370 Microsystems Inc	20260409	Records Preservation Scanning - Warrant 06/17/2026	309.00
39	7000	Office Supplies	1644 Warehouse Direct Inc	6170497-0	4 Boxes of Copy Paper	96.84
Total 30 - Finance						405.84

Community Development						
Division: 410 - Building & Code Enforcement						
40	6000	Professional Services	6315 B&F Construction Code Services Inc	72057	Plan Review 06/17/2026 Project # 1137643	350.00
41	6000	Professional Services	6315 B&F Construction Code Services Inc	72058	Plan Review 06/17/206 Project # 1137641	350.00
42	6000	Professional Services	6315 B&F Construction Code Services Inc	72068	Plan Review 06/17/2026 Project # 1137635	350.00
43	6000	Professional Services	6315 B&F Construction Code Services Inc	72094	Plan Review 06/18/2026 Project # 1137172	3,035.00
44	6000	Professional Services	6315 B&F Construction Code Services Inc	72127	Plan Review 06/22/2026 Project # 1137659	350.00
45	6000	Professional Services	6315 B&F Construction Code Services Inc	72154	Plan Review 06/24/2026 Project # 1137707	350.00
46	6005	Legal Fees	8133 Elrod Friedman LLP	28702	5-26 Non-Retainer Matters	138.00
47	6005	Legal Fees	8133 Elrod Friedman LLP	28716	5-26 Non-Retainer Matters	103.50
Total 410 - Building & Code Enforcement						5,026.50

Division: 420 - Planning & Zoning						
48	6000	Professional Services	9366 Antero Group LLC, The	CoD-2501.00-2511	Housing Studies - Consulting Service Through 11/2025	3,391.25

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
49	6005	Legal Fees	8133 Elrod Friedman LLP	28695	5-26 Non-Retainer Matters	86.00
50	6005	Legal Fees	8133 Elrod Friedman LLP	28717A	5-26 Non-Retainer Matters	759.50
51	6100	Publication of Notices	1050 Journal & Topics Newspapers	196714	Legal Notice 06/24/26 for PZB Mtg 7/14/26	165.62
Total 420 - Planning & Zoning						4,402.37

Total 40 - Community Development	9,428.87
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Public Works & Engineering						
Division: 100 - Administration						
52	6300	R&M Software	9016 Dig-Smart LLC	1675	Annual Software Renewal 07/22/26-07/22/27	9,000.00
Total 100 - Administration						9,000.00

Division: 520 - Geographic Information Systems						
53	6195	Miscellaneous Contractual Services	1107 Ayres Associates	230816	TO #1 Ayres Ortho Update Mapping 2026 R-25-26 - 5/10-6/6/26	9,000.00
Total 520 - Geographic Information Systems						9,000.00

Division: 530 - Street Maintenance						
54	6195	Miscellaneous Contractual Services	9373 City Escape Garden and Design LLC	16036	Summer Annuals - 06/15/2026, R-175-25	18,372.00
55	6195	Miscellaneous Contractual Services	9373 City Escape Garden and Design LLC	16037	Irrigation Repairs - Graceland/Miner - 06/01/2026	2,680.00
56	6195	Miscellaneous Contractual Services	9373 City Escape Garden and Design LLC	16038	Irrigation Repairs - Metro Square - 05/01/2026 & 05/20/2026	4,553.00
57	6195	Miscellaneous Contractual Services	9373 City Escape Garden and Design LLC	16041	Flower Planting - City Hall - 06/15/2026	3,908.00
58	6195	Miscellaneous Contractual Services	9373 City Escape Garden and Design LLC	16042	Annual Flowers - Police Station - 06/15/2026	3,237.75
59	6195	Miscellaneous Contractual Services	1044 H&H Electric Co	48971	EVP Repairs - Oakton/White - 05/12/2026	1,013.70
60	6195	Miscellaneous Contractual Services	9493 C.R. Schmidt, Inc.	5243	Brick Paver Repairs - 05/31/2026, R-121-26	9,590.00
61	6195	Miscellaneous Contractual Services	9493 C.R. Schmidt, Inc.	5261	Brick Paver Repairs - Downtown - 06/24/2026, R-121-26	13,110.00
62	7000	Office Supplies	1644 Warehouse Direct Inc	6145586-0	Copy Paper, Paper Rolls, Lysol, Lysol Wipes - PW	95.97

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
63	7030	Supplies - Tools & Hardware	1484 Thompson Rental Station Inc	627601-3	5 Gals Fuel	89.55
64	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	71542	Bungees, Cable Ties, Tape, Ratchets, Etc. - PW	259.40
65	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	9522	Trufuel	35.96
66	7030	Supplies - Tools & Hardware	1520 Russo Power Equipment	SP121668059	3 Fiberglass Handles & Fuel	358.95
67	7050	Supplies - Streetscape	8855 Mulch Center, The	INV168760	15 Cu Yds Mulch - Tree Planting - 06/19/2026	465.00
68	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10627652	3.0 Cu Yds Topsoil - Restorations - 06/17/2026	105.00
69	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10627675	1.0 Cu Yds Topsoil - Restorations - 06/17/2026	35.00
70	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10627826	1.0 Cu Yds Topsoil - Restorations - 06/18/2026	35.00
71	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	186412	3.03 Tons Asphalt - 04/30/2026	209.07
72	7055	Supplies - Street R&M	2016 Signarama	46449	5 Corrugated Plastic Signs	262.50
73	7200	Other Supplies	1057 Menard Incorporated	71554	84 Cases Bottled Water - Taste of Des Plaines	292.32
74	7200	Other Supplies	1057 Menard Incorporated	71708	Wasp & Hornet Spray	7.94
Total 530 - Street Maintenance						58,716.11

Division: 535 - Facilities & Grounds Maintenance						
75	6000	Professional Services	9385 Studio 222 Architects LLC	2026-0330	TO #1 Concept Redesign - Lee/Library Park - 04/30/2026, R-216-25	1,500.00
76	6135	Rentals	1047 Home Depot Credit Svcs	8904186	Refund - Tool Rental - 678 Lee - 01/28/2026	(142.28)
77	6195	Miscellaneous Contractual Services	8826 Chem-Wise Pest Management	1452917	Pest Control - Fire Station #61 - 05/01/2026	55.00
78	6195	Miscellaneous Contractual Services	8826 Chem-Wise Pest Management	1465162	Pest Control - Police Station - 06/04/2026	60.00
79	6195	Miscellaneous Contractual Services	8826 Chem-Wise Pest Management	1465164	Pest Control - City Hall - 06/04/2026	60.00
80	6195	Miscellaneous Contractual Services	8826 Chem-Wise Pest Management	1465213	Pest Control - Metra Train Station - 06/04/2026	50.00
81	6195	Miscellaneous Contractual Services	1320 IL State Police	20260501755	Fingerprint Background Check Services May 2026	27.00

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
82	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4273089639	Mat Service - Metra Train Station - 06/19/2026	43.09
83	6195	Miscellaneous Contractual Services	9023 Granite Telecommunications LLC	745604672	Elevator Communications - Civic Deck - 05/01/2026	302.68
84	6195	Miscellaneous Contractual Services	5214 State Industrial Products	904252521	Wastewater Program - City Hall 06/20/2026	373.13
85	6315	R&M Buildings & Structures	8364 Super Electric Construction Company	46322	TO#3 Electrical Install - Fire Station #61 - 06/22/2026	5,470.00
86	6315	R&M Buildings & Structures	9493 C.R. Schmidt, Inc.	5243	Brick Paver Repairs - 05/31/2026, R-121-26	14,385.00
87	6315	R&M Buildings & Structures	9493 C.R. Schmidt, Inc.	5261	Brick Paver Repairs - Downtown - 06/24/2026, R-121-26	19,665.00
88	6315	R&M Buildings & Structures	9427 Door Systems ASSA ABLOY	967837	Overhead Door Install - City Hall - 04/24/2026	9,300.00
89	6315	R&M Buildings & Structures	8772 Helm Service	CHI148932C	HVAC Preventative Maintenance - City Hall - June 2026	2,896.00
90	6315	R&M Buildings & Structures	8772 Helm Service	CHI148933C	HVAC Preventative Maintenance - 14 Buildings - June 2026	10,588.69
91	6315	R&M Buildings & Structures	8772 Helm Service	CHI208344	Compressor Repair - City Hall - 03/19/2026	571.00
92	6315	R&M Buildings & Structures	8772 Helm Service	CHI209595	HVAC Repair - Theater - 06/07/2026	849.00
93	6315	R&M Buildings & Structures	1544 Fox Valley Fire & Safety Company Inc	IN00856740	Fire Alarm Monitoring - Food Pantry - May 2026	210.00
94	7000	Office Supplies	1644 Warehouse Direct Inc	6145586-0	Copy Paper, Paper Rolls, Lysol, Lysol Wipes - PW	95.97
95	7025	Supplies - Custodial	1029 Cintas Corporation	4273089710	Cleaners, Paper Towels, Soap, Mat, Scrubs, Etc.- PW	289.74
96	7025	Supplies - Custodial	1057 Menard Incorporated	71711A	Disinfectant Cleaner	11.79
97	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	4512670	Nut Driver, Pliers, Pipe Wrench, Fish Rod Set, Etc.	227.84
98	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	71536	AA Batteries & 1.5V Batteries	24.17
99	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	9524714	Utility Knives	15.97
100	7030	Supplies - Tools & Hardware	2313 City Electric Supply Company (CES)	DEP/084850	Band Saw, Teeth Hole, Hole Saw - PW	84.77
101	7035	Supplies - Equipment R&M	1057 Menard Incorporated	69815	Caulk Adhesive & Concrete Repair	9.83

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
102	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1198107	Key Blanks - Police Station	27.00
103	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1198395	3 Key Blanks - City Hall	81.00
104	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2611233	Wire, Circuit Breaker Finder, Etc. - PW	692.91
105	7045	Supplies - Building R&M	1057 Menard Incorporated	68625	LED Lights - Gun Range	100.92
106	7045	Supplies - Building R&M	1057 Menard Incorporated	69035	Screws - City Hall	19.14
107	7045	Supplies - Building R&M	1057 Menard Incorporated	69330	Washers, Tapcons, Drill Bits - Police Station	31.92
108	7045	Supplies - Building R&M	1057 Menard Incorporated	69587	2 Aerators - City Hall	15.18
109	7045	Supplies - Building R&M	1057 Menard Incorporated	69808	Copper Pipes. Elbows, Tube Caps, Valves, Clamps, Etc. - FS #61	238.21
110	7045	Supplies - Building R&M	1057 Menard Incorporated	70185	Time Switch & Fender Washers - Fire Station #63	94.68
111	7045	Supplies - Building R&M	1057 Menard Incorporated	71491	Body Filler, Toggle Bolts, Flap Disc, Spreaders - City Hall	31.60
112	7045	Supplies - Building R&M	1057 Menard Incorporated	71528	2 White Egg Crates - City Hall	39.96
113	7045	Supplies - Building R&M	1057 Menard Incorporated	71537	Broom, Dustpan, Connector, Bolts, Etc. - PW	98.54
114	7045	Supplies - Building R&M	1057 Menard Incorporated	71886A	Paint - Fire Station #63	8.97
115	7045	Supplies - Building R&M	1057 Menard Incorporated	71889	Conduit, Cover Blanks, Clamps, Hangers, Connectors - PW	173.89
116	7045	Supplies - Building R&M	1057 Menard Incorporated	71890	Light Bulbs - PW	9.17
117	7045	Supplies - Building R&M	1057 Menard Incorporated	71936	Brushes & PVC Old Works Brackets - Police Station	20.54
118	7045	Supplies - Building R&M	1057 Menard Incorporated	71985	Furring, Stud, Screws, Drill/Drivers - Police Station	185.72
119	7045	Supplies - Building R&M	1057 Menard Incorporated	72001	24 Furring Strips - Police Station	52.32
120	7045	Supplies - Building R&M	5214 State Industrial Products	904252392	Restroom Program - Drain Treatment Supplies - Police Station	328.92
121	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	9560	Fasteners, Welded Ring, Cold Shut - Metra Train Station	8.57
122	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	9563	Bolt Eye & Cold Shut - Metra Train Station	4.30

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
123	7045	Supplies - Building R&M	1043 WW Grainger Inc	9951248500	2 Door Locks - City Hall	2,045.56
124	7045	Supplies - Building R&M	1043 WW Grainger Inc	9954857992	Circuit Breaker - PW	100.42
125	7045	Supplies - Building R&M	1043 WW Grainger Inc	9961622058	Circuit Breaker - PW	164.23
126	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/084718	Switchable Lighting - Fire Station #61	200.67
127	7140	Electricity	1033 ComEd	0824348000-06/26	Electricity Service 05/08-06/09/2026	44.16
128	7140	Electricity	1033 ComEd	3011245000-06/26	Electricity Service 05/08-06/09/2026	121.75
129	7140	Electricity	1033 ComEd	3107035000-06/26	Electricity Service 05/08-06/09/2026	1,358.53
130	7140	Electricity	1033 ComEd	3329105000-06/26	Electricity Service 05/08-06/09/2026	46.24
131	7140	Electricity	1033 ComEd	3508735000-06/26	Electricity Service 05/08-06/09/2026	41.52
132	7140	Electricity	1033 ComEd	3983754111-06/26	Electricity Service 05/18-06/17/2026	5,559.45
133	7140	Electricity	1033 ComEd	4441545000-06/26	Electricity Service 05/08-06/09/2026	46.97
134	7140	Electricity	1033 ComEd	4572894000-06/26	Electricity Service 05/08-06/09/2026	532.27
135	7140	Electricity	1033 ComEd	5423445000-06/26	Electricity Service 05/08-06/09/2026	433.43
136	7140	Electricity	1033 ComEd	5469245000-06/26	Electricity Service 05/08-06/09/2026	121.75
137	7140	Electricity	1033 ComEd	6037992222-06/26	Electricity Service 05/08-06/09/2026	60.69
138	7140	Electricity	1033 ComEd	6162935000-06/26	Electricity Service 05/08-06/09/2026	59.84
139	7140	Electricity	1033 ComEd	7212912000-06/26	Electricity Service 05/10-06/09/2026	108.61
140	7140	Electricity	1033 ComEd	7701345000-06/26	Electricity Service 05/08-06/09/2026	44.16
141	7140	Electricity	1033 ComEd	8526480084-06/26	Electricity Service 05/08-06/10/2026	60.43
142	7140	Electricity	1033 ComEd	9356421310-06/26	Electricity Service 05/08-06/09/2026	358.57
143	7140	Electricity	1033 ComEd	9855725000-06/26	Electricity Service 05/08-06/09/2026	79.62
144	7145	Water/Sewer	1031 Des Plaines, City of	71090117-4 05/26	Utility Billing - 678 Lee - 03/31-05/31/2026	49.14
145	7145	Water/Sewer	1031 Des Plaines, City of	71110082-3 05/26	Utility Billing - 1460 Miner - 04/30-05/31/2026	226.08
146	7200	Other Supplies	1057 Menard Incorporated	68867A	14 Cases Bottled Water - City Hall	48.72

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
147	7200	Other Supplies	1057 Menard Incorporated	69452	14 Cases Bottled Water - City Hall	48.72
Total 535 - Facilities & Grounds Maintenance						81,248.38

Division: 540 - Vehicle Maintenance						
148	6040	Waste Hauling & Debris Removal	2214 Liberty Tire Recycling LLC	3257420	64 Tires Recycled - 06/13/2026	486.57
149	6115	Licensing/Titles	8938 James Drive Safety Lane LLC	INV-2224	Safety Lane Inspections - PW - 06/01-06/14/2026	205.00
150	6135	Rentals	1029 Cintas Corporation	4268302791	Mechanic's Uniform Rental - 05/06/2026	263.21
151	6135	Rentals	1029 Cintas Corporation	4272826555	Mechanic's Uniform Rental - 06/17/2026	263.21
152	6135	Rentals	1029 Cintas Corporation	4273556337	Mechanic's Uniform Rental - 06/24/2026	263.21
153	6195	Miscellaneous Contractual Services	8481 Linde Gas & Equipment Inc	56230372	Cylinder Rental - 03/20-04/20/2026	1,595.42
154	6195	Miscellaneous Contractual Services	8481 Linde Gas & Equipment Inc	57411245	Cylinder Rental - 05/20-06/20/2026	1,588.22
155	6305	R&M Equipment	2168 Petroleum Technologies Equipment, Inc	187762	Replace Interstitial Sensor - PW 5PW3 - 04/22/2026	1,679.40
156	6305	R&M Equipment	2168 Petroleum Technologies Equipment, Inc	187774	Anti Siphon Valve Install - PW 9110 - 05/02/2026	1,184.00
157	6310	R&M Vehicles	1089 Autokrafter of Des Plaines	1539	Body Repairs - PD 6119 - 06/11/2026	1,489.20
158	6310	R&M Vehicles	1643 Golf Mill Ford	962205	Key Programming - FD 7424 - 06/10/2026	399.90
159	7000	Office Supplies	1644 Warehouse Direct Inc	6145586-0	Copy Paper, Paper Rolls, Lysol, Lysol Wipes - PW	95.97
160	7035	Supplies - Equipment R&M	1071 Pomp's Tire Service Inc	280183047	4 Trailer Tires - PW 5142	525.84
161	7035	Supplies - Equipment R&M	8481 Linde Gas & Equipment Inc	56408740	Propane Tank Refill - PW 5153, PW 9040 - 04/30/2026	159.25
162	7035	Supplies - Equipment R&M	1644 Warehouse Direct Inc	6151256-0	Floor Cleaner - PW 5170	110.75
163	7035	Supplies - Equipment R&M	8244 Des Plaines Ace Hardware	9296	Hoses & Brass Fittings - PW 9110	46.51
164	7040	Supplies - Vehicle R&M	1745 Suburban Accents Inc	38249	10 City Logo Decals - PW Stock	85.00

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
165	7040	Supplies - Vehicle R&M	9188 Chicago Parts & Sound Enterprises LLC	40V0143125	Fan Motor - PW 5102	190.76
166	7040	Supplies - Vehicle R&M	9188 Chicago Parts & Sound Enterprises LLC	40V0143318	5 Wiper Blades - FD Stock	51.85
167	7040	Supplies - Vehicle R&M	5638 Castle Chevrolet North	46863	Filters - FD 6931	22.02
168	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	615340P	Fuse Block - PD 6120	358.40
169	7040	Supplies - Vehicle R&M	8244 Des Plaines Ace Hardware	9549	Molding Tape & Mounting Tape - PW Stock	18.88
170	7040	Supplies - Vehicle R&M	9262 NAPA Auto Parts	957407	Mega Fuse - PW 6126	5.64
171	7040	Supplies - Vehicle R&M	9262 NAPA Auto Parts	957536	Spark Plugs & Wires - PW 5084	271.01
172	7040	Supplies - Vehicle R&M	9262 NAPA Auto Parts	957793	Ignition Coil - PW 5084	98.45
173	7040	Supplies - Vehicle R&M	9262 NAPA Auto Parts	957852	Oil Filter & Oil - PD 6931	66.60
174	7040	Supplies - Vehicle R&M	9262 NAPA Auto Parts	957938	Socket & Relay - FD 6931	36.39
175	7040	Supplies - Vehicle R&M	9262 NAPA Auto Parts	957999	Relay - FD 6931	10.72
176	7040	Supplies - Vehicle R&M	9262 NAPA Auto Parts	958145	Battery & Core - PD 6120	147.14
177	7040	Supplies - Vehicle R&M	9262 NAPA Auto Parts	958164	Antifreeze - FD Stock	184.34
178	7040	Supplies - Vehicle R&M	1823 Certified Laboratories	9653695	Aerosol Lubricants	909.95
179	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P39489	Ball Valve & Switch - FD 7607	35.45
180	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P39490	Seal Ball Joints Kits - FD 7609	4,431.20
181	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P39533	Shocks & Air Bag - FD 7609	1,751.16
182	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P39538	2 Remote Control Switches - FD 7607	240.76
183	7040	Supplies - Vehicle R&M	7649 Altorfer Industries Inc	P6AC0149226	Hydraulic Oil - FD 7609	138.48
184	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101262055:01	Alternator - PW Stock	318.99
185	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101262847:01	4 Oil Filters - FD 7609	375.96
186	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101263514:01	Electric Terminals & Fuel Tank Strap - PW Stock	146.09
187	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101263514:02	Fuel Tank Strap - PW Stock	144.99
188	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101263769:01	Surge Tank - FD 7707	190.99

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
189	7120	Gasoline	1014 Al Warren Oil Company Inc	W1854598	5,000 Gals Unleaded Gasoline - 06/22/2026, R-217-25	12,887.35
190	7130	Diesel	1014 Al Warren Oil Company Inc	W1854599	2,500 Gals Bio Diesel Fuel - 06/22/2026, R-189-23	6,413.69
Total 540 - Vehicle Maintenance						39,887.92

Total 50 - Public Works & Engineering	197,852.41
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Police Department						
Division: 610 - Uniformed Patrol						
191	7300	Uniforms	1212 Streicher' Inc	I1832909	Level II Vest for New Officer 6/17/2026	1,269.00
Total 610 - Uniformed Patrol						1,269.00

Division: 630 - Support Services						
192	6015	Communication Services	1265 NIPAS Northern Illinois Police Alarm Syst	0000000003	Language Line 1/1-3/31/2026 (3)	198.20
193	6190	Tow/Storage/Abandoned Fees	9367 Belmont Kolmar Towing Inc.	46743	Towing Services May 2026	40.00
194	6195	Miscellaneous Contractual Services	8566 Andy Frain Services Inc	396717	2026 Crossing Guard Services 6/1-6/5/2026 R-2-25 & R-55-26	10,108.80
195	6345	R&M Police Range	3882 Best Technology Systems Inc	BTL-26028-4	2026 Service Agreement for Range Cleaning 5/18/2026	5,444.20
196	7010	Supplies - Community Relations	4095 Promos 911 Inc	13117	Giveaway Toy Cars, Spinners, Totes, Bracelets	4,725.93
197	7200	Other Supplies	1076 Sam's Club Direct	06464	Prisoner Meals (3) Juice (1) Hot Pocket, Plasticware	58.72
198	7525	Meals	1076 Sam's Club Direct	06464	Prisoner Meals (3) Juice (1) Hot Pocket, Plasticware	201.37
Total 630 - Support Services						20,777.22

Total 60 - Police Department	22,046.22
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Fire Department						
Division: 100 - Administration						
199	7300	Uniforms	3212 On Time Embroidery Inc	156822	1 Cap, 1 Pair of Pants - Deputy Chief	119.00
Total 100 - Administration						119.00

Division: 710 - Emergency Services						
200	6035	Dispatch Services	5067 Regional Emergency Dispatch Center	164-26-07	R-141-13 & R-37-25 2026 Dispatch Service - July 2026	81,181.00

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
201	6035	Dispatch Services	5067 Regional Emergency Dispatch Center	STRCOM 0726 R-141-13 & R-37-25 2026 Dispatch Service Starcom - July 2026	551.00
202	6305	R&M Equipment	1080 Air One Equipment Inc	237765 1 SCBA Hydrotest and Gauge Repairs - 06/17/2026	34.00
203	6315	R&M Buildings & Structures	1525 Hastings Air-Energy Control Inc	PS-I0018750 Service Call at Rosemont Station for DP Equipment - 05/19/2026	231.90
204	7025	Supplies - Custodial	1043 WW Grainger Inc	9949929203 1 Squeegee, 1 Pack Cloths, Misc. Cleaning Supplies	285.43
205	7035	Supplies - Equipment R&M	6656 Route 12 Rental Co Inc	156470 32 Quarts of Fuel, 1 Gallon Oil	268.76
206	7200	Other Supplies	8256 Penn Care Inc	M169442 5 Sets Patient Cables, 5 SpO2 Sensors, 5 Regulators, Etc.	2,466.90
207	7300	Uniforms	3212 On Time Embroidery Inc	155507 1 Pair of Shorts - Paramedic	72.00
208	7300	Uniforms	3212 On Time Embroidery Inc	155757 5 Shirts, 3 Pairs of Pants, 1 Pair of Boots - Batt Chief	481.00
209	7300	Uniforms	3212 On Time Embroidery Inc	155767 3 Shirts, 1 Pair of Pants, 1 Pair of Shorts - Paramedic	187.00
210	7300	Uniforms	3212 On Time Embroidery Inc	155883 2 Pairs of Shorts, 1 Pair of Boots, Etc. - Paramedic	515.00
211	7300	Uniforms	3212 On Time Embroidery Inc	156554 6 Shirts, 1 Pair of Shorts, 1 Raincoat, 1 Cap - Paramedic	253.00
212	7300	Uniforms	3212 On Time Embroidery Inc	156555 1 Pair of Shorts, 1 Cap, 1 Sweatshirt, 1 Belt - Paramedic	182.00
213	7300	Uniforms	3212 On Time Embroidery Inc	156556 5 Shirts, 1 Cap - Paramedic	99.00
214	7320	Equipment < \$5,000	1148 WS Darley & Co	17588374 2 Helmets	1,021.00
215	7320	Equipment < \$5,000	1080 Air One Equipment Inc	237480 10 MSA G1 SCBA Cylinders	14,000.00
Total 710 - Emergency Services					101,828.99

Division: 720 - Fire Prevention					
216	6110	Printing Services	1233 Press Tech Inc	57851 1 Box Business Cards - 06/10/2026	30.00
217	7000	Office Supplies	1644 Warehouse Direct Inc	6165056-0 2 Packs Highlighters, 2 Packs Paper Clips, 2 Packs Key Tags	55.52
218	7550	Miscellaneous Expenses	1076 Sam's Club Direct	000295 GWTCBR Refreshments for Harding Fire - 05/06/2026	234.26
Total 720 - Fire Prevention					319.78

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
Division: 730 - Emergency Management Agency					
219	7550	Miscellaneous Expenses	9262 NAPA Auto Parts	957559	1 Replacement ATV Battery, 1 Core Deposit
Total 730 - Emergency Management Agency					178.86

Total 70 - Fire Department	102,446.63
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Department: 75 - Fire & Police Commission					
220	5340	Pre-Employment Testing	1320 IL State Police	20260501755	Fingerprint Background Check Services May 2026
221	6100	Publication of Notices	3399 Blue Line, The	49045	Entry Level PD Recruitment Listing Extension to 7/26/2026
Total 75 - Fire & Police Commission					126.00

Department: 90 - Overhead					
222	6030	AMB Fee Processing Services	9063 EMS Management & Consultants Inc	EMS-026319	Ambulance Collections for May 2026
Total 90 - Overhead					13,242.46

Total 100 - General Fund	460,355.99
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Fund: 205 - TIF #5 Perry/Lee Fund					
223	6005	Legal Fees	8133 Elrod Friedman LLP	28700	5-26 Non-Retainer Matters
Total 205 - TIF #5 Perry/Lee Fund					156.00

Fund: 208 - TIF #8 Oakton					
224	6005	Legal Fees	8133 Elrod Friedman LLP	28706	5-26 Non-Retainer Matters
Total 208 - TIF #8 Oakton					196.00

Fund: 230 - Motor Fuel Tax Fund					
225	6155	Sidewalk Improvements	1364 Martam Construction	2025-Conc-P7 Fin	R-90-25 2025 CIP Concrete Improv. Program 12/20/25-6/16/26 Final
226	6330	R&M Traffic Signals	1206 Illinois, State of	68141	R-136-22 Traffic Signal Maint. 1st Qtr. 1/1-3/25/26
227	7140	Electricity	1033 ComEd	0178722000-06/26	Electricity Service 05/07-06/08/2026
228	7140	Electricity	1033 ComEd	0234022000-06/26	Electricity Service 05/07-06/08/2026
229	7140	Electricity	1033 ComEd	0723323111-06/26	Electricity Service 05/10-06/09/2026
230	7140	Electricity	1033 ComEd	0732352000-06/26	Electricity Service 05/08-06/09/2026

City of Des Plaines

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
231	7140	Electricity	1033 ComEd	1630326000-06/26	Electricity Service 05/10-06/09/2026	64.70
232	7140	Electricity	1033 ComEd	2881862000-06/26	Electricity Service 05/21-06/22/2026	18,388.72
233	7140	Electricity	1033 ComEd	5012365675-06/26	Electricity Service 05/06-06/05/2026	42.53
234	7140	Electricity	1033 ComEd	5291872222-06/26	Electricity Service 05/08-06/09/2026	356.32
235	7140	Electricity	1033 ComEd	5314957000-06/26	Electricity Service 05/11-06/10/2026	86.61
236	7140	Electricity	1033 ComEd	6535402111-06/26	Electricity Service 05/08-06/09/2026	66.88
237	7140	Electricity	1033 ComEd	6663583000-06/26	Electricity Service 05/10-06/09/2026	144.11
238	7140	Electricity	1033 ComEd	8603942222-06/26	Electricity Service 05/07-06/08/2026	1,979.22
239	7140	Electricity	1033 ComEd	8648133333-06/26	Electricity Service 05/10-06/09/2026	253.67
240	7140	Electricity	1033 ComEd	9340744000-06/26	Electricity Service 05/10-06/09/2026	586.44
241	7140	Electricity	1033 ComEd	9710731222-06/26	Electricity Service 05/13-06/12/2026	121.53
242	8100	Improvements	1364 Martam Construction	2025-Conc-P7 Fin	R-90-25 2025 CIP Concrete Improv. Program 12/20/25-6/16/26 Final	34,592.06
Total 230 - Motor Fuel Tax Fund						95,788.14

Fund: 240 - CDBG Fund						
243	6025	Administrative Services	1050 Journal & Topics Newspapers	196632	CDBG Public Notice/Action Plan 06/10/26	263.05
Total 240 - CDBG Fund						263.05

Fund: 260 - Asset Seizure Fund						
244	2484	Seized/Pending Forfeit	1320 IL State Police	25-05204	Forfeiture Award	783.00
Program: 2620 - DEA						
245	6305	R&M Equipment	6072 Direct Fitness Solutions LLC	0604674-IN	Fitness Equipment Preventative Maintenance 6/16/2026	440.00
246	6305	R&M Equipment	6072 Direct Fitness Solutions LLC	0607504-IN	Fitness Equipment Replacement Parts 06/23/2026	331.68
247	7320	Equipment < \$5,000	5873 SureFire LLC	2758985	11 Rifle Lights and Mounts For TRT Rifles	4,769.40
Total 2620 - DEA						5,541.08

Total 260 - Asset Seizure Fund						6,324.08
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City of Des Plaines

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
Fund: 400 - Capital Projects Fund						
248	6000	Professional Services	1079 AECOM Technical Services Inc	2001152340	TO #3 2026 Professional Eng Services R-69-26 - 3/27-5/29/26	42,460.26
249	6000	Professional Services	1123 Christopher B Burke Engineering LTD	211382	Task Order #2 Costco Development Inspection 4/26-5/30/26	4,384.28
250	6000	Professional Services	1394 Gewalt Hamilton Associates Inc	6141.910-5	R-17-26 Task Order #5 Downtown Parking Study 5/1-5/31/26	17,782.50
Total 400 - Capital Projects Fund						64,627.04

Fund: 410 - Equipment Replacement Fund						
Department: 60 - Police Department						
251	8015	Equipment	1045 Havey Communications	15245	Task Order #2 Upfit Squad 61 6/17/2026 R-91-26	9,919.90
Total 60 - Police Department						9,919.90

Total 410 - Equipment Replacement Fund						9,919.90
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Fund: 420 - IT Replacement Fund						
252	8005	Computer Hardware	1035 Dell Marketing LP	10880417712	10 Dell Pro Micro Plus QBM1250	15,506.00
Total 420 - IT Replacement Fund						15,506.00

Fund: 430 - Facilities Replacement Fund						
253	6315	R&M Buildings & Structures	8826 Chem-Wise Pest Management	1465185	Pest Control - Leela Building - 06/04/2026	50.00
254	6315	R&M Buildings & Structures	9518 Kings III Emergency Communications LLC	3446602	Elevator Phone - 678 Lee - 06/18/2026	31.85
255	6315	R&M Buildings & Structures	9518 Kings III Emergency Communications LLC	3451600	Elevator Phones - 678 Lee - 07/01-09/30/2026	220.50
256	7045	Supplies - Building R&M	1057 Menard Incorporated	69331	Garage Door Hinge - Leela	4.99
257	7045	Supplies - Building R&M	1057 Menard Incorporated	69770	Steel Door & Silicone - Leela	214.68
258	7045	Supplies - Building R&M	1057 Menard Incorporated	71929	Hex Bolts, Cable Ties, Washers - 678 Lee	29.40
259	7045	Supplies - Building R&M	1057 Menard Incorporated	71930	Plywood Sheathing - 678 Lee	55.47
260	7045	Supplies - Building R&M	1057 Menard Incorporated	71937	Extensions, Toggles, Duplexes - 678 Lee	19.51
261	8100	Improvements	3958 Nicholas & Associates, Inc.	8883-3	TO# 2 Construction Services - FS #62 - June 2026, R-98-26	57,720.00
262	8100	Improvements	3958 Nicholas & Associates, Inc.	9015	TO#2 Construction Services - FS #62 - 06/24/2026, R-98-26	4,784.58

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
263	8100	Improvements	3958 Nicholas & Associates, Inc.	ConstructFS62-P2 TO#2 Construction Services - FS #62 - 5/1-5/31/2026, R-98-26	5,642.00
264	8100	Improvements	3958 Nicholas & Associates, Inc.	ConstructFS62-P3 TO#2 Construction Services - FS #62 - 6/1-6/30/2026, R-98-26	203,769.00
Total 430 - Facilities Replacement Fund					272,541.98

Fund: 500 - Water/Sewer Fund						
Non Departmental						
Division: 550 - Water Systems						
265	6135	Rentals	1484 Thompson Rental Station Inc	627762-1	Excavator Rental - 1570 Woodland - 06/16-06/17/2026	652.35
266	6195	Miscellaneous Contractual Services	6992 Core & Main LP	Z071227	Water Meter Installs - 04/01-04/30/2026, R-4-25	58,836.00
267	6195	Miscellaneous Contractual Services	6992 Core & Main LP	Z173161	Water Meter Installs - 05/01-05/30/2026, R-14-26	63,510.00
268	7000	Office Supplies	1644 Warehouse Direct Inc	6145586-0	Copy Paper, Paper Rolls, Lysol, Lysol Wipes - PW	95.97
269	7035	Supplies - Equipment R&M	8481 Linde Gas & Equipment Inc	56408740	Propane Tank Refill - PW 5153, PW 9040 - 04/30/2026	159.25
270	7035	Supplies - Equipment R&M	9262 NAPA Auto Parts	957887	Battery, Core, Lighter Receptacle Kit - PW 9061	177.06
271	7035	Supplies - Equipment R&M	9262 NAPA Auto Parts	957891	Battery & Core - PW 9061	258.15
272	7035	Supplies - Equipment R&M	9262 NAPA Auto Parts	958244	4 Spark Plugs - PW 9070	17.60
273	7035	Supplies - Equipment R&M	1088 Atlas Bobcat LLC	H13565	Hydraulic Oil - PW 9035	586.68
274	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W44112	Starter Motor - PW 9018	823.24
275	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	CM602774P	Returned Nobi Core - PW 9058	(300.00)
276	7070	Supplies - Water System Maintenance	3530 Mid-American Water	293480W	LSLR Materials - Center St - 06/01/2026	23,455.00
277	7070	Supplies - Water System Maintenance	1072 Prairie Material	892523609	7.0 Cu Yds Concrete - 8th Ave - 06/15/2026	1,425.75

City of Des Plaines

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
278	7070	Supplies - Water System Maintenance	1072 Prairie Material	892523612	4.0 Cu Yds Concrete - 8th Ave - 06/15/2026	749.00
279	7070	Supplies - Water System Maintenance	1072 Prairie Material	892525433	1.0 Cu Yd Concrete - Center St - 06/16/2026	187.25
280	7070	Supplies - Water System Maintenance	1043 WW Grainger Inc	9951248492	Heating Element	31.74
281	7070	Supplies - Water System Maintenance	3217 Ozinga Ready Mix Concrete Inc	ARI03703262	4.0 Cu Yds Concrete - 1488 Miner - 06/18/2026	934.00
282	7070	Supplies - Water System Maintenance	2313 City Electric Supply Company (CES)	DEP/084655	Electric Supplies - Central	53.35
283	7070	Supplies - Water System Maintenance	8809 USABluebook	INV01075604	Tablet Tracer Dye	93.77
284	7070	Supplies - Water System Maintenance	6992 Core & Main LP	Z054865	2 - 6'0" Hydrants	10,590.00
285	7070	Supplies - Water System Maintenance	6992 Core & Main LP	Z055003	Hydrant Replacement Parts	5,670.00
286	7070	Supplies - Water System Maintenance	6992 Core & Main LP	Z109477	24" Repair Clamps	5,035.00
287	7070	Supplies - Water System Maintenance	6992 Core & Main LP	Z113049	Valve Replacements - Touhy/Wolf - 05/29/2026	19,305.40
288	7070	Supplies - Water System Maintenance	6992 Core & Main LP	Z218334	50 Hydrant Whips	1,500.00
289	7120	Gasoline	1014 Al Warren Oil Company Inc	W1854598	5,000 Gals Unleaded Gasoline - 06/22/2026, R-217-25	1,939.44
290	7130	Diesel	1014 Al Warren Oil Company Inc	W1854599	2,500 Gals Bio Diesel Fuel - 06/22/2026, R-189-23	1,381.99
291	7140	Electricity	1033 ComEd	0133057000-06/26	Electricity Service 05/08-06/09/2026	200.54
292	7140	Electricity	1033 ComEd	1839544000-06/26	Electricity Service 05/18-06/17/2026	8,399.62
293	7140	Electricity	1033 ComEd	2357736000-06/26	Electricity Service 05/07-06/08/2026	9,375.86
294	7140	Electricity	1033 ComEd	6143192222-06/26	Electricity Service 05/07-06/08/2026	385.35
295	7140	Electricity	1033 ComEd	6267352000-06/26	Electricity Service 05/06-06/05/2026	83.27

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
296	7140	Electricity	1033 ComEd	8117433111-06/26	Electricity Service 05/06-06/05/2026	80.77
297	7140	Electricity	1033 ComEd	8216981222-06/26	Electricity Service 05/08-06/09/2026	138.85
298	7140	Electricity	1033 ComEd	9933185000-06/26	Electricity Service 05/06-06/10/2026	100.29
299	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	106903	10 Cylinders of Chlorine Gas - 04/15/2026	2,591.30
300	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	107297	Chlorine Gas - 03/30-04/27/2026	210.00
301	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	107298	Chlorine Gas - 03/30-04/27/2026	135.50
Total 550 - Water Systems						218,869.34

Division: 560 - Sewer Systems						
302	6195	Miscellaneous Contractual Services	2808 IL Environmental Protection Agency	ILR400325A	Annual Stormwater Fee 7/1/26-6/30/27	1,000.00
303	6300	R&M Software	1145 Cues	970067395	Cues TV Truck Support 04/20/2026	750.00
304	7000	Office Supplies	1644 Warehouse Direct Inc	6145586-0	Copy Paper, Paper Rolls, Lysol, Lysol Wipes - PW	95.97
305	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	104575525	Nuts, Washers, Electrical Connectors, Etc. - Sewer Stock	258.65
306	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10628878	1.0 Cu Yds Topsoil - Restorations - 06/23/2026	35.00
307	7120	Gasoline	1014 Al Warren Oil Company Inc	W1854598	5,000 Gals Unleaded Gasoline - 06/22/2026, R-217-25	1,228.21
308	7130	Diesel	1014 Al Warren Oil Company Inc	W1854599	2,500 Gals Bio Diesel Fuel - 06/22/2026, R-189-23	1,657.07
309	7140	Electricity	1033 ComEd	1350600111-06/26	Electricity Service 05/10-06/09/2026	725.42
310	7140	Electricity	1033 ComEd	1672756000-06/26	Electricity Service 05/08-06/09/2026	73.83
311	7140	Electricity	1033 ComEd	2898592111-07/26	Electricity Service 05/29-06/29/2026	439.79
312	7140	Electricity	1033 ComEd	3203161222-06/26	Electricity Service 05/11-06/10/2026	73.90
313	7140	Electricity	1033 ComEd	4194141222-06/26	Electricity Service 05/07-06/05/2026	73.26
314	7140	Electricity	1033 ComEd	4306353111-06/26	Electricity Service 05/08-06/09/2026	102.48
315	7140	Electricity	1033 ComEd	4411397000-06/26	Electricity Service 05/11-06/10/2026	43.71

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
316	7140	Electricity	1033 ComEd	6189685000-06/26	Electricity Service 05/06-06/05/2026	88.19
317	7140	Electricity	1033 ComEd	6401366000-06/26	Electricity Service 05/06-06/05/2026	245.61
318	7140	Electricity	1033 ComEd	6795805000-06/26	Electricity Service 05/11-06/10/2026	188.47
319	7140	Electricity	1033 ComEd	7817006000-06/26	Electricity Service 05/08-06/09/2026	50.47
320	7140	Electricity	1033 ComEd	8079533000-06/26	Electricity Service 05/08-06/09/2026	151.06
321	7140	Electricity	1033 ComEd	8303763000-06/26	Electricity Service 05/06-06/05/2026	89.23
322	7140	Electricity	1033 ComEd	9416515000-06/26	Electricity Service 05/07-06/08/2026	50.57
Total 560 - Sewer Systems						7,420.89

Division: 580 - CIP - Water/Sewer						
323	6000	Professional Services	1123 Christopher B Burke Engineering LTD	211383	TO#3 2026 Devon Water Main Design Eng R-102-26, 4/26-5/30/26	24,783.16
Total 580 - CIP - Water/Sewer						24,783.16

Division: 590 - Water Facilities						
324	7070	Supplies - Water System Maintenance	6992 Core & Main LP	Z122128	Water Meter Parts	268.00
Total 590 - Water Facilities						268.00

Total 00 - Non Departmental						251,341.39
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Department: 30 - Finance						
325	6025	Administrative Services	7615 Sebis Direct Inc	134632	Utility Bill Rendering Services - Drop Date 06/11/2026	1,294.26
326	7000	Office Supplies	1644 Warehouse Direct Inc	6170497-0	4 Boxes of Copy Paper	96.84
Total 30 - Finance						1,391.10

Total 500 - Water/Sewer Fund						252,732.49
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Fund: 510 - City Owned Parking Fund						
327	6000	Professional Services	2785 Walker Parking Consultants/Engineers Inc	310104130001	TO#3 Maintenance Repairs - Parking Decks - 05/28/2026, R-228-23	6,600.00
328	7060	Supplies - Parking Lots	1057 Menard Incorporated	67395	Lock Box & Key Case - Metro Deck	41.18
329	7060	Supplies - Parking Lots	1057 Menard Incorporated	69761	Wraparound Light - Library Deck	39.99

City of Des Plaines

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
330	7060	Supplies - Parking Lots	1057 Menard Incorporated	71707	3 PVC Cleanout Plugs - Library Deck	8.88
331	7060	Supplies - Parking Lots	1057 Menard Incorporated	71719	Cover, Gang Box, Bushing, Hub, Connector, Etc. - Library Deck	69.41
332	7140	Electricity	1033 ComEd	2342835000-06/26	Electricity Service 05/08-06/09/2026	250.68
333	7140	Electricity	1033 ComEd	2909033000-06/26	Electricity Service 05/10-06/09/2026	1,540.73
334	7140	Electricity	1033 ComEd	3113384000-06/26	Electricity Service 05/08-06/09/2026	42.22
335	7140	Electricity	1033 ComEd	6664774000-06/26	Electricity Service 05/10-06/09/2026	1,057.66
336	7140	Electricity	1033 ComEd	6691471222-06/26	Electricity Service 05/08-06/09/2026	1,639.25
Total 510 - City Owned Parking Fund						11,290.00

Fund: 520 - Metra Leased Parking Fund						
337	7140	Electricity	1033 ComEd	3270235000-06/26	Electricity Service 05/06-06/05/2026	125.31
338	7540	Land Lease	1165 Union Pacific Railroad Company	May 2026	Parking Fees for May 2026	4,390.61
Total 520 - Metra Leased Parking Fund						4,515.92

Fund: 700 - Escrow Fund						
339	2221	Taste of Des Plaines	6095 Drivers Golf Car Rental Inc	1284	Golf Cart Rental for Taste of Des Plaines 6/18-6/20/26	1,120.00
340	2221	Taste of Des Plaines	6077 Chicago Event Graphics Inc	15360	Restaurant & Event Signage for Taste of Des Plaines 6/19-6/20/26	1,105.00
341	2221	Taste of Des Plaines	1050 Journal & Topics Newspapers	196698	Taste of Des Plaines Journal Advertisements 06/17/26	3,000.00
342	2221	Taste of Des Plaines	9292 Bear Communications Inc.	6058515	Radio Rental for Taste of DP 6/19-6/20/26	1,049.90
343	2221	Taste of Des Plaines	3292 Service Sanitation Inc	9263188	Restroom Rental for Taste of Des Plaines 06/18-06/20/2026	4,858.00
344	2221	Taste of Des Plaines	5239 Ravenswood Special Events Inc	INV-0447	Bar & POS Mgmt Services for Taste of DP on 6/18-6/20/26 R-32-26	5,087.81
345	2221	Taste of Des Plaines	8866 Blue Star Security LLC	INV-718773	Security Services for Taste of Des Plaines on 06/18-06/20/2026	16,960.00
346	2221	Taste of Des Plaines	1498 Indestructo	R103-1	Tent & Furniture Rental for Taste of DP 06/18-6/20/26, R-41-26	8,275.30

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
347	2221	Taste of Des Plaines	1498 Indestructo	R104-1	Tent & Furniture Rental for Taste of DP 06/18-6/20/26, R-41-26	3,959.78
348	2221	Taste of Des Plaines	6044 United Maintenance Company Inc	UMCI650309	Cleaning Services for Taste of Des Plaines on 6/19-6/20/2026	6,074.37
349	2430	Escrow - Police Items	1320 IL State Police	20260501755	Fingerprint Background Check Services May 2026	108.00
350	2460	Refundable Bonds	9528 Silva Renovations LLC	Refund 06/18/26	Bond Refund Bldg Permit # BLDR-2025-09-17-01062	5,000.00
351	2460	Refundable Bonds	9529 John Demolition Inc	Refund 06/19/26	Bond Refund Bldg Permit # BLDC-2025-12-04-00844	20,000.00
352	2493	Escrow - CED Development	8133 Elrod Friedman LLP	28696	5-26 Reimb Redevelopment	2,028.00
353	2493	Escrow - CED Development	8133 Elrod Friedman LLP	28697	5-26 Reimb Redevelopment	516.00
354	2493	Escrow - CED Development	8133 Elrod Friedman LLP	28698	5-26 Reimb Redevelopment	258.00
355	2493	Escrow - CED Development	8133 Elrod Friedman LLP	28717*	5-26 Reimb Redevelopment	69.00
356	2493	Escrow - CED Development	8133 Elrod Friedman LLP	28717*	5-26 Reimb Redevelopment	1,311.00
357	2493	Escrow - CED Development	8133 Elrod Friedman LLP	28717*	5-26 Reimb Redevelopment	345.00
358	2493	Escrow - CED Development	8133 Elrod Friedman LLP	28717*	5-26 Reimb Redevelopment	207.00
Total 700 - Escrow Fund						81,332.16
Grand Total						1,275,548.74

City of Des Plaines

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Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund					
Elected Office					
Division: 110 - Legislative					
359	6015	Communication Services	1552 Verizon Wireless	6146015331 Communication Service 05/14-06/13/2026	364.42
Total 110 - Legislative					364.42
Division: 120 - City Clerk					
360	6015	Communication Services	1552 Verizon Wireless	6146015331 Communication Service 05/14-06/13/2026	39.38
Total 120 - City Clerk					39.38
Total 10 - Elected Office					403.80
City Administration					
Division: 210 - City Manager					
361	6015	Communication Services	1552 Verizon Wireless	6146015331 Communication Service 05/14-06/13/2026	75.39
Total 210 - City Manager					75.39
Division: 230 - Information Technology					
362	6015	Communication Services	1552 Verizon Wireless	6146015331 Communication Service 05/14-06/13/2026	360.48
363	7320	Equipment < \$5,000	1552 Verizon Wireless	6146015331 Communication Service 05/14-06/13/2026	539.62
Total 230 - Information Technology					900.10
Division: 240 - Media Services					
364	6015	Communication Services	1552 Verizon Wireless	6146015331 Communication Service 05/14-06/13/2026	232.91
Total 240 - Media Services					232.91
Division: 250 - Human Resources					
365	6015	Communication Services	1552 Verizon Wireless	6146015331 Communication Service 05/14-06/13/2026	254.60
Total 250 - Human Resources					254.60
Total 20 - City Administration					1,463.00
Department: 30 - Finance					
366	6015	Communication Services	1552 Verizon Wireless	6146015331 Communication Service 05/14-06/13/2026	39.38
367	6015	Communication Services	1552 Verizon Wireless	6146015331 Communication Service 05/14-06/13/2026	19.69
Total 30 - Finance					59.07

City of Des Plaines

Warrant Register 07/20/2026

Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Community Development					
Division: 100 - Administration					
368	6015	Communication Services	1552 Verizon Wireless	6146015331 Communication Service 05/14-06/13/2026	78.76
Total 100 - Administration					78.76

Division: 410 - Building & Code Enforcement					
369	6015	Communication Services	1552 Verizon Wireless	6146015331 Communication Service 05/14-06/13/2026	494.56
Total 410 - Building & Code Enforcement					494.56

Division: 420 - Planning & Zoning					
370	6015	Communication Services	1552 Verizon Wireless	6146015331 Communication Service 05/14-06/13/2026	59.40
Total 420 - Planning & Zoning					59.40

Division: 430 - Economic Development					
371	6000	Professional Services	9526 Strategic Project Management, Inc.	FS2026-001 Retainer - Professional Srvc Redevelopment 678 Lee St 6/12/26	7,500.00
372	6000	Professional Services	9526 Strategic Project Management, Inc.	FS2026-002 Balance - Professional Srvc Redevelopment 678 Lee St 6/12/26	7,500.00
373	6015	Communication Services	1552 Verizon Wireless	6146015331 Communication Service 05/14-06/13/2026	59.40
Total 430 - Economic Development					15,059.40

Total 40 - Community Development					15,692.12
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Public Works & Engineering					
Division: 100 - Administration					
374	6015	Communication Services	1552 Verizon Wireless	6146015331 Communication Service 05/14-06/13/2026	116.63
Total 100 - Administration					116.63

Division: 510 - Engineering					
375	6015	Communication Services	1552 Verizon Wireless	6146015331 Communication Service 05/14-06/13/2026	118.14
Total 510 - Engineering					118.14

Division: 530 - Street Maintenance					
376	6015	Communication Services	1552 Verizon Wireless	6146015331 Communication Service 05/14-06/13/2026	335.10
Total 530 - Street Maintenance					335.10

Division: 535 - Facilities & Grounds Maintenance					
377	6015	Communication Services	1552 Verizon Wireless	6146015331 Communication Service 05/14-06/13/2026	166.86

City of Des Plaines

Warrant Register 07/20/2026

Manual Payments

Line #	Account		Vendor	Invoice	Invoice Description	Amount
378	7110	Natural Gas	1064 Nicor	06/12/26 x451619	Natural Gas Service 05/13-06/12/2026	83.69
379	7110	Natural Gas	1064 Nicor	06/12/26 x465297	Natural Gas Service 05/13-06/12/2026	223.85
380	7110	Natural Gas	1064 Nicor	06/12/26 x532457	Natural Gas Service 05/13-06/12/2026	63.69
381	7110	Natural Gas	1064 Nicor	06/15/26 x597838	Natural Gas Service 05/13-06/13/2026	63.68
382	7110	Natural Gas	1064 Nicor	06/15/26 x621249	Natural Gas Service 05/13-06/12/2026	219.73
383	7110	Natural Gas	1064 Nicor	06/15/26 x692396	Natural Gas Service 05/13-06/12/2026	65.07
Total 535 - Facilities & Grounds Maintenance						886.57

Division: 540 - Vehicle Maintenance						
384	6015	Communication Services	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	88.54
Total 540 - Vehicle Maintenance						88.54

Total 50 - Public Works & Engineering						1,544.98
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Police Department						
Division: 100 - Administration						
385	6015	Communication Services	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	157.52
Total 100 - Administration						157.52

Division: 610 - Uniformed Patrol						
386	6015	Communication Services	1032 Comcast	06/18/2026 x6724	Internet/Cable Service July 2026	209.28
387	6015	Communication Services	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	1,540.25
388	7320	Equipment < \$5,000	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	(506.95)
Total 610 - Uniformed Patrol						1,242.58

Division: 620 - Criminal Investigation						
389	6015	Communication Services	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	977.76
390	7320	Equipment < \$5,000	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	(379.99)
Total 620 - Criminal Investigation						597.77

Division: 630 - Support Services						
391	6015	Communication Services	1032 Comcast	06/11/2026 x7232	Internet/Cable Service 06/15-07/14/2026	134.70

City of Des Plaines

Warrant Register 07/20/2026

Manual Payments

Line #	Account		Vendor	Invoice	Invoice Description	Amount
392	6015	Communication Services	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	433.18
Total 630 - Support Services						567.88

Total 60 - Police Department						2,565.75
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Fire Department						
Division: 100 - Administration						
393	6015	Communication Services	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	349.68
Total 100 - Administration						349.68

Division: 710 - Emergency Services						
394	6015	Communication Services	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	891.46
395	6015	Communication Services	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	1,110.34
Total 710 - Emergency Services						2,001.80

Division: 720 - Fire Prevention						
396	6015	Communication Services	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	175.64
Total 720 - Fire Prevention						175.64

Division: 730 - Emergency Management Agency						
397	6015	Communication Services	1032 Comcast	06/22/2026 x6716	Internet/Cable Service July 2026	64.20
398	6015	Communication Services	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	87.87
Total 730 - Emergency Management Agency						152.07

Total 70 - Fire Department						2,679.19
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Department: 90 - Overhead						
399	6015	Communication Services	1032 Comcast	06/20/2026 x6732	Internet/Cable Service July 2026	64.20
400	6015	Communication Services	1032 Comcast	275277422-8482	Internet/Cable Service 06/15-07/14/2026	1,504.95
401	6015	Communication Services	1009 AT&T	3397967115-3970	Communications Services 06/11-07/10/2026	1,281.47
402	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100183 26	Internet/Cable Service 06/21-07/20/2026	62.99
403	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100183 26	Internet/Cable Service 06/21-07/20/2026	388.29
404	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100183 26	Internet/Cable Service 06/21-07/20/2026	370.00

City of Des Plaines

Warrant Register 07/20/2026

Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
405	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100183 26 Internet/Cable Service 06/21-07/20/2026	370.00
406	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100183 26 Internet/Cable Service 06/21-07/20/2026	591.00
407	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100183 26 Internet/Cable Service 06/21-07/20/2026	774.40
408	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100183 26 Internet/Cable Service 06/21-07/20/2026	500.00
Total 90 - Overhead					5,907.30

Total 100 - General Fund	30,315.21
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Fund: 260 - Asset Seizure Fund						
409	2484	Seized/Pending Forfeit	9536 Pissetzky, Gal	25-05204	Forfeiture Award	1,828.00
Total 260 - Asset Seizure Fund						1,828.00

Fund: 400 - Capital Projects Fund						
410	6015	Communication Services	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	230.20
Total 400 - Capital Projects Fund						230.20

Fund: 500 - Water/Sewer Fund						
Non Departmental						
Division: 550 - Water Systems						
411	6015	Communication Services	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	910.34
Total 550 - Water Systems						910.34

Division: 560 - Sewer Systems						
412	6015	Communication Services	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	641.97
Total 560 - Sewer Systems						641.97

Total 00 - Non Departmental	1,552.31
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Department: 30 - Finance						
413	6015	Communication Services	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	19.69
414	6015	Communication Services	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	39.38
Total 30 - Finance						59.07

Total 500 - Water/Sewer Fund	1,611.38
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City of Des Plaines

Warrant Register 07/20/2026

Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 520 - Metra Leased Parking Fund					
415	6015	Communication Services	1552 Verizon Wireless	6146015331 Communication Service 05/14-06/13/2026	72.02
Total 520 - Metra Leased Parking Fund					72.02

Fund: 600 - Risk Management Fund					
416	5570	Self Insured P&L Expense	9537 LaVattiata, Giuseppina	Case #25-01621 Reimb Vehicle Damage by PD on 03/24/25 Case #25-01621	642.66
Total 600 - Risk Management Fund					642.66

Fund: 700 - Escrow Fund					
417	2221	Taste of Des Plaines	7456 Giuseppe's Incorporated	Taste DP 2026-T Restaurant Tips for Taste of Des Plaines 06/19-06/20/2026	781.45
418	2221	Taste of Des Plaines	9530 Midwest Smoke BBQ LLC	Taste DP 2026-T Restaurant Tips for Taste of Des Plaines 06/19-06/20/2026	1,687.95
419	2221	Taste of Des Plaines	6829 Taqueria Y Restaurant Mexico	Taste DP 2026-T Restaurant Tips for Taste of Des Plaines 06/19-06/20/2026	900.55
420	2221	Taste of Des Plaines	6228 Charcoal Delights on Oakton Inc	Taste DP 2026-T Restaurant Tips for Taste of Des Plaines 06/19-06/20/2026	714.43
421	2221	Taste of Des Plaines	9089 World Heritage Foods LLC - JJ Des Plaines	Taste DP 2026-T Restaurant Tips for Taste of Des Plaines 06/19-06/20/2026	727.43
422	2221	Taste of Des Plaines	9093 Quebola LLC	Taste DP 2026-T Restaurant Tips for Taste of Des Plaines 06/19-06/20/2026	922.83
423	2221	Taste of Des Plaines	8875 Serna's Grill Corporation	Taste DP 2026-T Restaurant Tips for Taste of Des Plaines 06/19-06/20/2026	791.07
424	2221	Taste of Des Plaines	8886 Hawker Delights Inc	Taste DP 2026-T Restaurant Tips for Taste of Des Plaines 06/19-06/20/2026	675.65
425	2221	Taste of Des Plaines	6829 Taqueria Y Restaurant Mexico	Taste of DP 2026 Restaurant Sales for Taste of Des Plaines 06/19-06/20/2026	10,096.32
426	2221	Taste of Des Plaines	8886 Hawker Delights Inc	Taste of DP 2026 Restaurant Sales for Taste of Des Plaines 06/19-06/20/2026	7,906.65
427	2221	Taste of Des Plaines	8875 Serna's Grill Corporation	Taste of DP 2026 Restaurant Sales for Taste of Des Plaines 06/19-06/20/2026	8,313.86

City of Des Plaines

Warrant Register 07/20/2026

Manual Payments

Line #	Account		Vendor	Invoice	Invoice Description	Amount
428	2221	Taste of Des Plaines	9093 Quebola LLC	Taste of DP 2026	Restaurant Sales for Taste of Des Plaines 06/19-06/20/2026	10,112.76
429	2221	Taste of Des Plaines	9530 Midwest Smoke BBQ LLC	Taste of DP 2026	Restaurant Sales for Taste of Des Plaines 06/19-06/20/2026	15,677.69
430	2221	Taste of Des Plaines	6228 Charcoal Delights on Oakton Inc	Taste of DP 2026	Restaurant Sales for Taste of Des Plaines 06/19-06/20/2026	14,027.43
431	2221	Taste of Des Plaines	7456 Giuseppe's Incorporated	Taste of DP 2026	Restaurant Sales for Taste of Des Plaines 06/19-06/20/2026	10,091.24
432	2221	Taste of Des Plaines	9089 World Heritage Foods LLC - JJ Des Plaines	Taste of DP 2026	Restaurant Sales for Taste of Des Plaines 06/19-06/20/2026	9,502.90
433	2226	Special Events - July 4th	9532 Associated Parade Float's LLC	18116	Float Rental for Parade 07/04/26	3,000.00
Total 700 - Escrow Fund						95,930.21
Grand Total						130,629.68

City of Des Plaines

Warrant Register 07/20/2026

Summary

	<u>Amount</u>	<u>Transfer Date</u>
Automated Accounts Payable	\$ 1,275,548.74 **	7/20/2026
Manual Checks	\$ 130,629.68 **	7/2/2026
Payroll	\$ 1,954,242.60	7/10/2026
RHS Payout	\$ -	
Electronic Transfer Activity:		
JPMorgan Chase Credit Card	\$ -	
Chicago Water Bill ACH	\$ -	
Postage - Pitney Bowes	\$ -	
Postage - USPS - Water Survey Postcards	\$ 4,255.46	6/30/2026
Postage - Sebis	\$ -	
Property Purchase	\$ -	
Utility Billing Refunds	\$ 3,722.71	6/25/2026
Debt Interest Payment	\$ -	
Unclaimed Property	\$ -	
IMRF Payments	\$ -	
IMRF Payments (SLEP)	\$ 322.25	6/29/2026
Employee Medical Trust	\$ 796,656.26	7/1/2026
Total Cash Disbursements:	<u>\$ 4,165,377.70</u>	

* Multiple transfers processed on and/or before date shown

** See attached report

Adopted by the City Council of Des Plaines

This Twentieth Day of July 2026

Ayes _____ Nays _____ Absent _____

Dominik Bronakowski, City Clerk

Andrew Goczowski, Mayor



**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT**

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

MEMORANDUM

Date: July 20, 2026

To: Dorothy Wisniewski, City Manager

From: Suzy Aguilar, Economic Development Manager
Jeffrey Rogers, Director of Community and Economic Development

Subject: Consideration of a Resolution Supporting a Cook County Class 6b Real Estate Tax Incentive for Midwest RE Acquisitions, LLC at 1666 E Touhy Ave- (6th Ward)

Issue: The applicant, Midwest RE Acquisitions, LLC, represented by Mark Rogers, Liston & Tsantilis, is requesting City support for a Cook County 6b Real Estate Tax Incentive. The incentive would facilitate the construction of a new, Class A industrial building totaling approximately 252,929 square feet. The proposed project includes approximately \$21,000,000 in hard construction costs. Construction is anticipated to commence in the first quarter of 2028, with completion anticipated in the first quarter of 2029.

Analysis: The applicant, Midwest RE Acquisitions, LLC is seeking the City's support for a Cook County Real Estate Class 6b Tax Incentive for the property located at 1666 E Touhy Ave. The applicant is the contract purchaser of the Subject Property, with the acquisition anticipated to close in the fourth quarter of 2026.

The property currently consists of an approximately 162,260-square-foot aging industrial/flex building situated on a 6.72-acre site. Upon acquisition, the applicant proposes to demolish the existing structure and construct a new, Class A, 252,929-square-foot speculative industrial building. The proposed building will include 38 exterior docks, two drive-in doors, approximately 232 parking stalls and a 40-foot clear height.

Upon completion, the applicant intends to market the property to a tenant in the industrial, logistics, distribution, or manufacturing sector. The proposed development includes an investment of approximately \$21,000,000 or approximately \$83.03 per square foot. The City's Class 6b Policy establishes a minimum investment threshold of \$10.00 per square foot for consideration of a Class 6b incentive.

The property is projected to have an estimated market value of approximately \$25,100,196, generating approximately \$6,614,484 in additional property tax revenue over the life of the incentive. In comparison, if the property were to remain vacant, it is estimated to generate approximately \$4,561,673 in property tax revenue over the next twelve years.

As part of the proposed development, the applicant will file a lot line adjustment affecting this property and 1600 E. Touhy Avenue, for which the applicant is also seeking a Class 6b incentive. The adjustment will reconfigure the property boundaries so that the proposed development is contained within a single, newly created PIN.

Following City approval, and in order to establish eligibility for the incentive, the Applicant will submit a formal application to Cook County with a development designation New Construction and Substantial Rehabilitation. This designation is necessary to demonstrate that the property meets eligibility criteria despite not being vacant for the required 12 consecutive months. The current tenant, Hu-Friedy, will cease operations on January 31, 2027.

In addition to meeting eligibility requirements, the applicant expects initial employment figures for a future tenant to be approximately more than 50 full-time employees, with room for growth.

The applicant has also provided a summary of projected tax implications from the development which can be summarized as follows:

Scenario	Estimated 12-Year Tax Payments	Net Tax Revenue vs. "No Change"
A. Existing w/ no new construction and no 6B	\$4,561,673	+/- \$
B. New construction w/o 6B	\$24,337,866	+\$19,776,193
C. New construction w/ 6B	\$11,176,157	+\$6,614,484

The applicant asserts that the incentive (included in Scenario C) is necessary for development to occur, therefore property tax revenue, employment, and other economic benefits.

The 6b Classification, if supported by the City and formally approved by Cook County, would reduce the property tax assessment for the portion of the property where the new investment is proposed from the typical 25% of market value to 10% for a 10-year period. In the 11th year of the incentive, the assessment will go up to 15% of market value, and in the 12th & final year of the incentive the assessment will go to 20% of market value before returning to 25% of market value after expiration of the incentive.

In accordance with City policy, a courtesy notice was distributed to all potentially affected taxing jurisdictions notifying them of the City Council's consideration of this request.

Recommendation: Staff recommends the City Council consider the proposed Resolution R-170-26 granting support and consent to the filing by Midwest RE Acquisitions, LLC of a Class 6b application with the Cook County Assessor's Office.

Attachments:

Resolution R-170-26

1. Exhibit A - Legal Description
2. Attachment 1 - Application Materials

CITY OF DES PLAINES

RESOLUTION R-170-26

**A RESOLUTION SUPPORTING AND CONSENTING TO
A COOK COUNTY CLASS 6B REAL ESTATE
INCENTIVE CLASSIFICATION REQUESTED BY
MIDWEST RE ACQUISITIONS, LLC AT 1666 E. TOUHY
AVE.**

WHEREAS, Midwest RE Acquisitions, LLC ("Applicant") is the contract purchaser of that certain property, comprising 6.72-acres in the City of Des Plaines, commonly known as 1666 E Touhy Ave and legally described in Exhibit A attached to, and by this reference made a part of, this Resolution ("Subject Property"); and

WHEREAS, the Subject Property is currently occupied under a lease that terminates on January 31, 2027; and

WHEREAS, the Applicant proposes to demolish the existing 162,260 square-foot structure and construct a brand new, class A, approximately 252,929 square-foot industrial building with an estimated construction cost of \$21,000,000, which includes 38 exterior docks, two drive-in doors, 232 parking stalls and a 40-foot clear height (collectively, the "Proposed Improvements"); and

WHEREAS, upon completion of the Proposed Improvements, the Applicant intends to lease the Subject Property to a speculative industrial tenant for industrial, logistics, distribution, and manufacturing uses ("Proposed Use"); and

WHEREAS, the Proposed Use on the Subject Property is expected to employ at least 50 full-time employees within two years after the completion of the Proposed Improvements; and

WHEREAS, pursuant to Section 74-63 of the Cook County Real Property Assessment Classification Ordinance ("Classification Ordinance"), certain real property that qualifies as "abandoned property" pursuant to Section 74-62(b) of the Classification Ordinance, or is substantially renovated, or is the site of new construction and used primarily for industrial purposes may be classified as Class 6b, which temporarily reduces the property tax assessment in order to promote the construction of and rehabilitation of industrial facilities; and

WHEREAS, the Applicant's Proposed Use of and Proposed Improvements to the Subject Property will provide economic benefits to the City of Des Plaines, Cook County, and the greater Chicagoland region; and

WHEREAS, the Applicant intends to file with the Office of the Assessor of Cook County an application for a Class 6b classification of the Subject Property; and

WHEREAS, the Applicant has filed with the City an Economic Disclosure Statement; and

WHEREAS, if the Class 6b classification for the Subject Property is approved, the Applicant will complete the Proposed Improvements and cause the Subject Property to be

reoccupied for industrial purposes; and

WHEREAS, the Applicant's use of the Subject Property will provide needed employment opportunities to residents of the City;

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: DETERMINATION OF ELIGIBILITY AND APPROPRIATENESS.

The City Council hereby finds and determines that: (a) the Subject Property is appropriate for the Class 6b pursuant to the Classification Ordinance; (b) the Proposed Use will be necessary and beneficial to the local economy; and (c) a Class 6b classification of the Property is necessary for the completion of the Proposed Improvements and occupation of the Subject Property for the Proposed Use.

SECTION 3: SUPPORT AND CONSENT TO CLASS 6b CLASSIFICATION.

Pursuant to the County Classification Ordinance, the City Council hereby approves, consents to, and supports the extension of the classification of the Subject Property as Class 6b property, but only if the Subject Property is used for the Proposed Use by the Applicant, the Proposed Tenant, or one of its affiliates or successors.

SECTION 4: DELIVERY. The City Clerk is hereby directed to transmit a certified copy of this Resolution to the Applicant. The Applicant shall be responsible for presenting such certified copy to the Board of Commissioners of Cook County and filing such certified copy with the Office of the Assessor.

SECTION 5: CONDITIONS OF SUPPORT. The Applicant or its successor in interest shall submit proof in a form satisfactory to the City Attorney as evidence that no less than 50 fulltime employment (FTE) positions have been established and maintained upon the Subject Property no later than two years after a certificate of occupancy is issued for the Proposed Improvements. In the event that the Applicant is unable to provide proof of its satisfaction of this condition within the required time period, the City will have the right, but not the obligation, to repeal this Resolution and withdraw its consent and support for the 6b Classification of the Subject Property. The City Council may only withdraw its consent by a resolution duly adopted by the City Council and transmitted to the Secretary of the Board of Commissioners of Cook County and the Office of the Assessor.

SECTION 6: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

[SIGNATURES ON FOLLOWING PAGE]

PASSED this _____ day of _____, 2026

APPROVED this _____ day of _____, 2026

VOTE: AYES ____ NAYES ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M Friedman, General Counsel

EXISTING LEGAL DESCRIPTION:

LOT 1 OF SIDNEY L. PORT'S FIRST ADDITION TO DES PLAINES, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MEDIAN, RECORDED AS DOCUMENT NUMBER 23892683 ON APRIL 19, 1977 IN COOK COUNTY, ILLINOIS.

Commonly Known As: 1666 E. Touhy, Des Plaines, Illinois 60018

PINs: 09-28-300-031-0000



200 S. WACKER, SUITE 820 CHICAGO, ILLINOIS 60606
BRIAN P. LISTON (312) 580-1594 PETER TSANTILIS (312) 604-3808 FACSIMILE (312) 580-1592

June 12, 2026

VIA MAIL & EMAIL

City of Des Plaines
ATTN: Suzy Aguilar
1420 Miner Street,
Des Plaines, IL 60016
CC: Jeff Rogers

RE: Class 6b Resolution Request

**Midwest RE Acquisitions, LLC or its assignee
1666 E. Touhy,
Des Plaines, IL 60018
Portions of PINs: 09-28-300-031-0000 (Main) &
09-28-300-031-0000**

Dear Suzy,

Midwest RE Acquisitions, LLC or its assignee (the “Applicant” or “Kurv”) is the contract purchaser of the above-referenced property (the “Subject Property”) and is requesting a Resolution from the City of Des Plaines supporting and consenting to a Class 6b Tax Incentive for the Subject Property based on New Construction and Substantial Rehabilitation. As part of the development, the Applicant will be filing to revise lot lines so the Subject Property is wholly contained on a new future PIN (see enclosed proposed legal).

Current & Proposed Site Characteristics

The Subject Property consists of an ageing, approximately 162,260 square-foot industrial/flex building sited on approx. 292,871 square feet of land. The site is still occupied by Hu-Friedy, but the company plans to vacate the site around January 31, 2027. Kurv plans to purchase the site, eventually demolish the current building/improvements and construct a brand new class A, approximately 252,929 square-foot industrial building. The new facility is expected to feature thirty-eight (38) exterior docks, two (2) drive-in doors, approx. 232 car parking stalls & 40-foot clear height. The Applicant expects to start the new vertical construction at the site around Q1 2028, with completion around Q1, 2029.

The site is currently zoned M-2 general manufacturing district, which allows for a wide variety of industrial uses. The project is being built speculatively, but the Applicant does not expect to require any variances or other zoning relief. The subject location is strategically positioned for industrial, logistics, distribution, and manufacturing users due to its immediate access to the greater O’Hare industrial market and the region’s core transportation infrastructure.

Located in Des Plaines, the site benefits from proximity to O’Hare International Airport, including the airport’s north cargo facilities, making it well-suited for users that rely on air freight, time-sensitive shipping, supplier access, or regional distribution. The location also provides convenient access to major expressways serving the Chicago metropolitan area, including I-90, I-294, and the broader O’Hare/Elgin-O’Hare corridor, allowing businesses to efficiently reach Chicago, the

surrounding suburbs, Wisconsin, Indiana, and the national interstate system. Des Plaines and the surrounding northwest suburban market offer access to a deep regional labor pool with experience in warehousing, manufacturing, logistics, and airport-adjacent operations. As such, the site offers the type of transportation connectivity, freight access, and workforce availability that industrial users typically prioritize when evaluating long-term operational locations.

Developer Background

Kurv Industrial, formerly known as Bridge Industrial, is a Chicago-based, privately held, vertically integrated industrial real estate operating company and investment manager focused on the development, acquisition, ownership, and operation of Class A industrial and logistics properties. Founded in 2000, the company has built a significant national and international platform, with a particular focus on high-barrier, supply-constrained infill markets where modern industrial space is difficult to deliver but highly valued by tenants. Since its inception, Kurv has developed and acquired more than 76 million square feet of Class A industrial facilities, reflecting a long-standing track record of identifying complex real estate opportunities and converting them into institutional-quality logistics assets.

Kurv's expertise is particularly relevant in the Chicago industrial market, where the company has extensive experience delivering speculative industrial buildings and redeveloping challenging sites into modern logistics facilities. Kurv has been successful in securing 6b tax incentive for speculative projects throughout several municipalities within the Cook County & O'Hare submarket, including the City of Des Plaines. The Company previously purchased the site at 555 Howard, demolished the existing building, and successfully constructed and leased the new 225,260, Class A industrial facility now at the site.

The firm's capabilities include site acquisition, entitlement strategy, development management, construction oversight, leasing, investment management, and long-term asset operations, allowing it to control each major phase of the development process. Kurv has been repeatedly recognized for its speculative industrial development work in the Chicagoland area, including award-winning projects in established logistics submarkets such as Melrose Park, Itasca, Downers Grove, Franklin Park, Cicero, Waukegan, and other infill locations. In short, Kurv brings both the institutional experience and local execution capabilities needed to successfully deliver modern speculative industrial product in the Chicago metropolitan area.

Construction, Job Creation & Fiscal Impact

Should the Class 6b Tax Incentive be granted, the Applicant plans to purchase the site, demolish the current facility and improvements, and invest approximately \$21,000,000+ in hard costs to construct the proposed 252,906 square foot facility. Once construction is completed, the Applicant will lease the property to a speculative industrial tenant(s) with parking for up to 230+ individuals. The current building design lends itself to a number of different industrial uses, including distribution, warehousing, assembly and/or manufacturing. Kurv expects initial employment figures around 50+ full-time employees, with room for growth. All employees will be compensated in accordance with the Cook County Living Wage. The Applicant expects the planned improvements on this specific site will also result in approx. 150+ temporary construction jobs.

After the completion of the construction and subsequent stabilization, the Subject Property is projected to have a market value of approximately \$25,100,196 which would generate an estimated

\$9,134,883 in total taxes (or approx. **\$676,658 per year** to start) over the life of the Class 6b Tax Incentive. Without the redevelopment of the site, the existing facility would generate only an estimated \$3,804,802 in total taxes with full vacancy relief (or approx. **\$317,067** to start) over the life of the 6b tax incentive. Therefore, should the Class 6b Tax Incentive be approved for the new development, the Subject Property would generate over **\$5,330,081** in additional real estate taxes over the life of the Class 6b Tax Incentive. Please see the enclosed 12 Year Tax Comparison Chart for more details.

In addition to increased property tax revenues, the eventual occupants' presence will significantly benefit the local community. Kurv expects the Occupants' employees and visitors will frequent City restaurants, gas stations, stores and more. Kurv also expects the eventual Occupant will attract both new and returning customers who will also frequent nearby establishments. According to the enclosed employee impact chart, an estimated 50 full-time individuals are expected to spend over **\$211,875** per year in the City on gas, entertainment, groceries, etc.

Employee Business Impact Chart					
Purchase	Emp.	%	Exp./Week	Weeks	Total
Lunch	50	55%	\$55	50	\$75,625
Grocery	50	30%	\$50	50	\$37,500
Consumer Goods	50	25%	\$35	50	\$21,875
Entertainment	50	15%	\$55	50	\$20,625
Auto-Gas	50	75%	\$30	50	\$56,250
TOTAL (Per Year)					\$211,875
TOTAL (12 Year Term)					\$2,542,500

"But-For" Condition Statement

The Purchase & Sales Agreement for this property includes a 6b contingency provision, whereby Kurv can elect to cancel the contract if they are not satisfied with their ability to obtain a 6b. Thus, without the assistance from the Class 6b Tax Incentive, the Applicant will not purchase the Subject Property. The Applicant has determined that without the incentive, the heavy Cook County property tax burden (26.958% Effective Tax Rate) will make the **\$21,000,000+** investment at the site infeasible and will force Kurv to move this particular project to a neighboring county or state. In the event that the Applicant does not purchase the Subject Property, the existing building will eventually fall vacant and unused, thereby drastically lowering tax generation potential.

Conclusion

Based on the foregoing, the Applicant requests that the City of Des Plaines review its Class 6b Tax Incentive request and approve a Resolution supporting and consenting to a Class 6b Tax Incentive for the Subject Property based on New Construction and Substantial Rehabilitation. Should you need any additional documentation or have any questions or concerns, do not hesitate to contact me at (312) 604-3898 or via email at mrogers@ltlawchicago.com.

Respectfully Submitted,

Mark Rogers
Mark Rogers



CLASS 6B ELIGIBILITY APPLICATION

Carefully review the Class 6B Eligibility Bulletin before completing this Application. For assistance, please contact the Assessor's Office, Development Incentives Department (312) 603-7529. This application, **a filing fee of \$1000.00**, and supporting documentation (*except drawings and surveys*) must be filed as follows:

This application must be filed **PRIOR TO** the commencement of New Construction or **PRIOR TO** the commencement of Substantial Rehabilitation Activities or **PRIOR TO** the commencement of Reoccupation of Abandoned Property.

Applicant Information

Name: Midwest RE Acquisitions, LLC or its assignee Telephone: (630) 423-7478
Company: Kurv Industrial
Address: 9525 W. Bryn Mawr Avenue, Suite 700
City: Rosemont State: IL Zip Code: 60018
Email: jpozerycki@bridgeindustrial.com

Contact Person (if different than the Applicant)

Name: Jon Pozerycki Telephone: (630) 423-7478
Company: Kurv Industrial
Address: 9525 W. Bryn Mawr Avenue, Suite 700
City: Rosemont State: IL Zip Code: 60018
Email: jpozerycki@bridgeindustrial.com

Property Description (per PIN)

If you are applying for more than three different PINs, please submit the additional PIN information in an attachment.

Street Address: (1) 1666 E. Touhy
Permanent Real Estate Index Number: Portions of 09-28-300-031-0000 (Main)
(2) _____
Permanent Real Estate Index Number: Portions of 09-28-300-032-0000
(3) _____
Permanent Real Estate Index Number: _____
City: Des Plaines State: IL Zip Code: 60018
Township: Maine Existing Class: 5-93

Attach legal description, site dimensions and square footage and building dimensions and square footage.

Identification of Person Having an Interest in the Property

Attach a complete list of all owners, developers, occupants and other interested parties (*including all beneficial owners of a land trust*) identified by names and addresses, and the nature and extent of their interest.

Industrial Use

Attach a detail description of the precise nature and extent of the intended use of the subject property, specifying in the case of the multiple uses the relative percentages of each use.

Include copies of materials, which explain the occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

Employment Opportunities

How many construction jobs will be created as a result of this development? Approx. 150

How many new permanent full-time and part-time employees do you now employ in Cook County?

Full-time: N/A Part-time: N/A

How many new permanent full-time jobs will be created by this proposed development? TBD

How many new permanent ~~full~~-time jobs will be created by this proposed development? TBD
part

Nature of Development

Indicate nature of proposed development by checking the appropriate space:

- ☒ New Construction (**Read and Complete Section A**)
- ☒ Substantial Rehabilitation (**Read and Complete Section A**)
Incentive only applied to the market value attributable to the rehabilitation
- ☐ Occupation of Abandoned Property - No Special Circumstance
(**Read and Complete Section B**)
- ☐ Occupation of Abandoned Property - With Special Circumstance
(**Read and Complete Section C**)
- ☐ Occupation of Abandoned Property - (**CEERM Supplemental Application**)
(**Read and Complete Section C**)

SECTION A (NEW CONSTRUCTION/SUBSTANTIAL REHABILITATION)

If the proposed development consists of *New Construction* or *Substantial Rehabilitation*, provide the following information:

Estimated date of construction

commencement (*excluding demolition, if any*): Q1/Q2 2028

Estimated date of construction completion: Q1 2029

Attach copies of the following:

1. Specific description of the proposed *New Construction* or *Substantial Rehabilitation*
2. Current Plat of Survey for subject property
3. 1st floor plan or schematic drawings
4. Building permits, wrecking permits and occupancy permits (*including date of issuance*)
5. Complete description of the cost and extent of the *Substantial Rehabilitation* or *New Construction* (*including such items as contracts, itemized statements of all direct and indirect costs, contractor's affidavits, etc*)

SECTION B (ABANDONED PROPERTY WITH NO SPECIAL CIRCUMSTANCE)

If the proposed development consists of the reoccupation of abandoned property, purchased for value, complete (1) and (2) below:

1. Was the subject property vacant and unused for at least 12 continuous months prior to the purchase for value?

☐ YES ☐ NO

When and by whom was the subject property last occupied prior to the purchase for value?

Attach copies of the following documents:

- (a) Sworn statements from person having personal knowledge attesting to the fact and the duration of vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of such vacancy .

2. Application must be made to the Assessor prior to occupation:

Estimated date of reoccupation: _____
Date of Purchase: _____
Name of purchaser: _____
Name of seller: _____
Relationship of purchaser to seller: _____

Attach copies of the following documents:

- (a) Sale Contract
- (b) Closing Statement
- (c) Recorded Deed
- (d) Assignment of Beneficial Interest
- (e) Real Estate Transfer Declaration

SECTION C (SPECIAL CIRCUMSTANCES)

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was a **purchase for value**, but the period of **abandonment prior to purchase was less than 12 months**, complete section (1).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application 12 continuous months or greater**, complete section (2).

1. How long was the period of abandonment prior to the purchase for value? _____

When and by whom was the subject property last occupied prior to the purchase for value?

Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting "abandonment" as determined by the municipality, or the County Board, if located in an unincorporated area. *Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for less than 12-month abandonment period.*

Application must be made to the Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of Reoccupation: _____
Date of purchase: _____
Name of purchaser: _____
Name of seller: _____
Relationship of purchaser to seller: _____

Attach copies of the following documents:

- (a) Sale Contract
- (b) Closing Statement
- (c) Recorded Deed
- (d) Assignment of Beneficial Interest
- (e) Real Estate Transfer Declaration

2. How long has the subject property been unused?

- ☐ 12 or greater continuous months (*Eligible for Special Circumstance*)
- ☐ 3 continuous months and maintain/create 250 Employees (*Eligible for Special Circumstance under CEERM*) - **Complete CEERM Supplemental Application**
- ☐ **Not Eligible for Special Circumstance if No purchase and less than 12 continuous months vacant, or not a CEERM**

When and by whom was the subject property last occupied prior to the filing of this application?

Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting "abandonment" as determined by the municipality, or the County Board, if located in an unincorporated area. Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for lack of a purchase for value.

Application must be made to Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of reoccupation: _____

CEERM SUPPLEMENTAL APPLICATION

(This form will ONLY be utilized for applicants who specifically elect for CEERM)

This supplemental eligibility application is for properties that have been abandoned (due to special circumstances) where there has been no purchase for value and the buildings and other structures have been vacant and unused for at least three continuous months and applicant has provided sufficient documentation to establish that such applicant will create or maintain at least 250 jobs for employees at the subject location.

The CEERM Program shall be limited to the party who is the initial applicant of the Class 6B Incentive under the CEERM Program and the subject of the municipal Resolution or Ordinance.

*Under the CEERM Program, qualifying industrial real estate would be eligible for the Class 6B level of assessment from the date of substantial re-occupancy of the abandoned property. Properties receiving Class 6B will be assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year. **The terms of this program are Not Renewable.***

I _____ applicant/representative hereby specifically elect to submit this **Supplemental Application** for the **CEERM** program.

Further affiant sayeth not.

Agent's Signature

Agent's Name & Title

Agent's Mailing Address

Agent's Telephone Number

Applicant's Name

Applicant's Mailing Address

Applicant's e-mail address

Subscribed and sworn before me this ____ day of _____, 20 ____

Signature of Notary Public

LOCAL APPROVAL

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (*or the County Board, if the real estate is located in an unincorporated area*) should accompany this Application. *The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B Application and that it finds Class 6B necessary for development to occur on the subject property.* If a resolution is unavailable at the time the application is filed, a letter from the municipality or the County Board, as the case may be, stating that a resolution or ordinance supporting the incentive has been requested may be filed with this application instead. If the applicant is seeking to apply based on the reoccupation of abandoned property and will be seeking a finding of "special circumstances" from the municipality, in addition to obtaining a letter from the municipality confirming that a resolution or ordinance supporting the incentive has been requested, the applicant must file a letter from the County Board confirming that a resolution validating a municipal finding of special circumstances has been requested. If, at a later date, the municipality or the County Board denies the applicant's request for a resolution or ordinance, the applicant will be deemed ineligible for the Class 6B incentive, whether or not construction has begun. In all circumstances, the resolution must be submitted by the time the applicant files an "Incentive Appeal".

FINALIZING THE INCENTIVE PROCESS

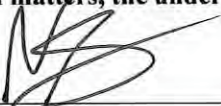
In order to finalize the class change you will need to file an **Incentive Appeal** with supporting documentation (including **Proof of Occupancy**) in the year that the property has been substantially occupied. It is advised that you access our website (www.cookcountyassessor.com) to determine the allowable filing dates for such action.

When filing an appeal requesting an Incentive Class Change, a \$100.00 filing fee (made out to the Cook County Assessor) must be included. The property cannot receive Class 6B designation until you file an Incentive Appeal Form, AND this office grants reclassification for the parcel(s).

I, the undersigned, certify that I have read this Application and that the statements set forth in this Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters, the undersigned certifies that he/she believes the same to be true.

Signature

Print Name


Nick Siegel

Date

Vice President

Title

6/10/26

4/1/2022



Community & Economic Development
1420 Miner Street, Des Plaines, IL 60016
P: 847.391.5380 | W: desplaines.org

PROCEDURES AND APPLICATION
FOR CITY OF DES PLAINES CONSIDERATION
OF COOK COUNTY REAL ESTATE CLASSIFICATION 6B, 7A AND 7B

PROCEDURES FOR CITY OF DES PLAINES REVIEW OF COOK COUNTY PROPERTY TAX ABATEMENT INCENTIVE

1. Please review the latest Cook County Assessor's Office "Class 6b Eligibility Bulletin" before completing the City of Des Plaines' application. The Eligibility Bulletin can be found by visiting: <http://cookcountyassessor.com> and will help you determine if you qualify for the abatement incentive.
2. A completed copy of the Cook County Assessor's Office "Class 6b Application" or "Class 7a application" or "Class 7b application" and attached "City of Des Plaines Application for Cook County Real Estate Classification 6b, 7a, or 7b" with supporting documents must be submitted to:

City of Des Plaines
Community and Economic Development Department (CED)
1420 Miner Street
Des Plaines IL 60016-4498

Note: You should contact the Cook County Assessor's office at (312) 443-7550 for any other information they may require for the incentive.

3. A \$750 non-refundable application fee must be submitted with the application. This fee covers the City's administrative costs. Additional fees may be required if an extraordinary independent analysis of your application is required.
4. The CED Department will review the proposed applicant for any outstanding interoffice issues before reviewing the request. If none are found, and all necessary information has been submitted, an evaluation of your request will be reviewed, prepared and submitted to City Council.
5. The taxing jurisdictions that may be financially affected by the incentive are alerted via written correspondence when scheduled for City Council.
6. At the City Council meeting in which the application will be considered, you must be prepared to make a brief presentation and answer any questions that may arise.
7. If the City Council approves your application, a certified copy of the resolution accompanying the application is forwarded to you. You will need to forward that certified copy to the Cook County Assessor's office.
8. The application should be used as a guide for providing adequate information to the City regarding your request. If supplemental information is required, the City will contact you, should City Staff deem it necessary.

CITY OF DES PLAINES APPLICATION FOR
COOK COUNTY REAL ESTATE CLASSIFICATION 6B, 7A, AND 7B

This original, signed application and all supporting documents must be completed to be considered for City approval. Please attach the application fee to the original submittal. Please type or print.

APPLICANT INFORMATION:

NAME OF APPLICANT: Midwest RE Acquisitions, LLC or its assignee

APPLICABLE ENTITY:

Corporation ☐ LLC ☒ Partnership ☐ Non-Profit ☐

DATE OF INCORPORATION: 5/29/24

STATE OF INCORPORATION: Delaware

PHONE: (630) 423-7478 E-MAIL: jpozerycki@bridgeindustrial.com

ADDRESS: 9525 W. Bryn Mawr Avenue, Suite 700
Rosemont, Illinois 60018

NAME OF AGENT/REPRESENTATIVE (if applicable):

NAME: Nick Siegel

PHONE: (630) 423-7478 E-MAIL: jpozerycki@bridgeindustrial.com

ADDRESS: 9525 W. Bryn Mawr Avenue, Suite 700
Rosemont, Illinois 60018

REQUESTED PROPERTY TAX INCENTIVE: 6B ☒ 7A ☐ 7B ☐

DESCRIPTION OF SUBJECT PROPERTY:

See enclosed

STREET ADDRESS: 1666 E. Touhy
Des Plaines, Illinois 60018

PERMANENT REAL ESTATE INDEX NUMBER(S): Portions of PIN 09-28-300-031 (Main)
& Portions of 09-28-300-032

ATTACH THE FOLLOWING:

- ☐ EXHIBIT A: COVER LETTER
- ☐ EXHIBIT B: LEGAL DESCRIPTION
- ☐ EXHIBIT C: SITE DIMENSION & SQUARE FOOTAGE/PLAT OF SURVEY
- ☐ EXHIBIT D: BUILDING DIMENSIONS/SITE PLAN
- ☐ EXHIBIT E: CITY OF DES PLAINES ECONOMIC DISCLOSURE FORM
- ☐ EXHIBIT F: COMPLETE LIST OF ALL OWNERS, DEVELOPERS, OCCUPANTS,
AND OTHER INTERESTED PARTIES (INCLUDING ALL BENEFICIAL
OWNER OF A CORPORATION AND/OR LAND TRUST) IDENTIFIED BY
NAMES AND ADDRESSES HAVING AN INTEREST IN THE SUBJECT
PROPERTY AND THE PROPOSED USER AND THE NATURE AND
EXTENT OF THIS INTEREST
- ☐ EXHIBIT G: DESCRIPTION OF PRECISE NATURE AND EXTENT OF THE
INDUSTRIAL USE OF THE SUBJECT PROPERTY. SPECIFY, WHERE
APPLICABLE, THE AMOUNT/PERCENTAGE OF FLOOR AREA
DEVOTED TO MANUFACTURING, WAREHOUSE/DISTRIBUTION,
OTHER INDUSTRIAL, AND NON-INDUSTRIAL USES
- ☐ EXHIBIT H: ANALYSIS OF TAXES GENERATED BY THE NEW DEVELOPMENT
WITH AND WITHOUT THE ABATEMENT INCENTIVE (12 YEAR PROJECTION)

CURRENT ZONING OF PROPERTY: M-2

IF ZONING AMENDMENTS, VARIATIONS, OR OTHER ZONING RELIEF WILL BE REQUIRED, SPECIFY
PROPOSED CHANGES:

No relief sought

ESTIMATED AMOUNT OF NEW EQUALIZED ASSESSED VALUATION (EAV) GENERATED BY THE NEW DEVELOPMENT: \$4,048,993 Per Year

ESTIMATED NUMBER OF FULL-TIME AND PART-TIME JOBS ON PREMISES AS RESULT OF THE NEW DEVELOPMENT: FULL-TIME 50 PART-TIME TBD

SIGNATURE:

DocuSigned by:

Nick Siegel

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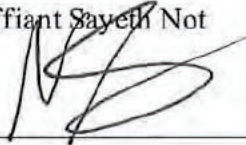
DATE: Jun 11, 2026 | 8:38 AM PDT

EDS AFFIDAVIT

I, Nick Siegel as agent for Midwest RE Acquisitions, LLC or its assignee (the "Applicant") does hereby certify that it would attest to the following facts as required by Sections 74-46 and 74-62 through 74-73 of the Cook County Code if called to testify:

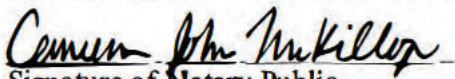
1. That I am a duly authorized agent for Applicant Midwest RE Acquisitions, LLC, or its assignee who is the contract purchaser of the property located at located at 1 666 E. Touhy, Des Plaines, Illinois 60018 (PINs: Portions of 19-28-300-031-0000 (Main) & -032) (the "Subject Property").
2. The Applicant does not directly hold title to any other property in Cook County
3. Applicant's ownership is as follows:
4. To my knowledge and after reviewing the Applicant's records, Applicant is not delinquent in the payment of any property taxes administered by Cook County or by a local municipality.

Further Affiant Sayeth Not



Date: 6/10/26

Subscribed and sworn before me
This 10 day of June, 2026


Signature of Notary Public



**CITY OF DES PLAINES
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT**

Company Name Midwest RE Acquisitions, LLC or its assignee

Project Name 1666 E. Touhy Project

Project Address 1666 E. Touhy, Des Plaines, Illinois 60018

The City of Des Plaines (the "City") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any City agency, department or City Council action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "NA" **An incomplete EDS will be returned and any City action will stop pending receipt of a completed EDS.**

Please **print or type** all responses clearly and legibly. **Add additional pages if needed, being careful to identify the portion of the EDS to which each additional page refers.**

WHO MUST SUBMIT AN EDS:

1. **Applicants:** Any individual or entity (the "**Applicant**") making an application to the City for action on economic entitlements requiring City Council approval must file this EDS.

2. **Entities holding an interest in the Applicant:** Generally, whenever an ownership interest in the Applicant (for example, shares of stock of the Applicant or a limited partnership interest in the Applicant) is held or owned by another legal entity (for example, a corporation or partnership, rather than an individual) each such legal entity must also file an EDS on its own behalf, and any parent of that legal entity **must do so until individual owners are disclosed.**

However, if an entity filing an EDS is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, only those shareholders that own 10% or more of that filing entity's stock must file an EDS on their own behalf.

ACKNOWLEDGMENT OF POSSIBLE CREDIT AND OTHER CHECKS: By completing and filing this EDS, the Undersigned acknowledges and agrees, on behalf of itself and the entities or individuals named in this EDS, that the City may investigate the criminal background and creditworthiness of some or all of the entities or individuals named in this EDS.

CERTIFYING THIS EDS: Execute the certification on the date of the initial submission of this EDS. **You may be asked to re-certify this EDS on the last page as of the date of submission of any subsequent documentation, or as of the date of the closing of your transaction.**

GENERAL INFORMATION

Date this EDS is completed: _____

A. Who is submitting this EDS? The individual will be the
"Undersigned" throughout this EDS. Nick Siegal

NOTE: The Undersigned is the individual or entity submitting this EDS, whether the Undersigned is an Applicant *or is an individual on behalf of an* entity holding an interest in the Applicant. This EDS requires certain disclosures and certifications from Applicants that are not required from entities holding an interest in the Applicant.

NOTE: When completing this EDS, please observe whether the section you are completing applies only to Applicants.

- ☒ Check here if the Undersigned is filing this EDS as the Applicant.
☐ Check here if the Undersigned is filing *on behalf of an* entity holding an interest in an Applicant.

Also, please identify the legal name of the Entity holding an interest in the Applicant:

Midwest RE Acquisitions, LLC or its assignee

B. Business address of the Undersigned: 9525 W. Bryn Mawr, Suite 700
Rosemont, Illinois 60018

C. Telephone: (630) 423-7478 **Fax:** N/A **Email:** jpozerycki@bridgeindustrial.com

D. Name of contact person: Nick Siegal

E: Tax identification number: Portions of 09-28-300-031-0000 (Main) & 09-28-300-032-0000

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location if applicable):

Class 6b Incentive application for the property located at 1666 E. Touhy, Des Plaines, Illinois 60018

G. City action requested (specify; professional services, purchase of supplies, project bid, contract for services, other):

6b resolution/ordinance

H. Describe contract:

N/A - contract to purchase the existing building, eventually demo and construct a new facility

SECTION ONE: DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF ENTITY

1. Indicate whether the Undersigned is an individual or legal entity:

☐ Individual

☒ Limited Liability Company

☐ Business corporation

☐ Joint venture

☐ Sole proprietorship

☐ Not-for-profit corporation

☐ Trust

(Is the not-for-profit corporation also a 501(c)(3))?

☐ Yes ☐ No

☐ General partnership

☐ Other entity (please specify)

☐ Limited partnership

2. State of incorporation and date of incorporation of organization, if applicable:

May 29, 2024 - Delaware

3. For legal entities not organized in the State of Illinois: Is the organization authorized to do business in the State of Illinois as a foreign entity?

☐ Yes ☐ No ☒ N/A **Submit Proof by attachment.**

B. ORGANIZATION INFORMATION – attach additional pages, if necessary.

1. IF THE UNDERSIGNED IS A CORPORATION:

a. List below the names and titles of all executive officers and all directors of the corporation. For not-for-profit corporations, also list below any executive director of the corporation, and indicate all members, if any, who are legal entities. If there are no such members, write "no members."

Name

Title

b. If the Undersigned is a corporation whose shares **are** registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 10% of the corporation's outstanding shares.

Name	Business	Address	Percentage Interest

c. For corporations that **are not** registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, list below the name, business address and percentage of ownership interest of each shareholder.

Name	Business	Address	Percentage Interest

2. IF THE UNDERSIGNED IS A PARTNERSHIP OR JOINT VENTURE:

For general or limited partnerships or joint ventures: list below the name, business address and percentage of ownership interest of each partner. For limited partnerships, indicate whether each partner is a general partner or a limited partner.

Name	Business	Address	Percentage Interest

3. IF THE UNDERSIGNED IS A LIMITED LIABILITY COMPANY:

a. List below the name, business address and percentage of ownership interest of each (i) member and (ii) manager. If there are no managers, write "no managers," and indicate how the company is managed.

Name	Business	Address	Percentage Interest
BDP Services Holdings, LP			100%

b. List below the names and titles of all officers, if any. If there are no officers, write "no officers."

Name	Title
No officers	

4. IF THE UNDERSIGNED IS A LAND TRUST, BUSINESS TRUST, TRUST, ESTATE OR OTHER SIMILAR ENTITY:

a. List below the name and business address of each individual or legal entity holding legal title to the property that is the subject of the trust.

Name	Business	Address

Trustee Name and Address	Trust Number

b. List below the name, business address and percentage of beneficial interest of each beneficiary of the Trust.

Name	Business	Address	Percentage Interest

5. IF THE UNDERSIGNED IS ANY OTHER LEGAL ENTITY, first describe the entity, then provide the name, business address, and the percentage of interest of all individuals or legal entities having an ownership or other beneficial interest in the entity. Describe the entity:

Name	Business	Address	Percentage Interest

SECTION TWO: BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

A. DEFINITIONS AND DISCLOSURE REQUIREMENT

1. The Undersigned must indicate whether it had a "doing business" relationship or had a "financial interest" with a City elected official in the 12 months before the date this EDS is signed.

2. Pursuant to the City Code of Ethics, Section 1-9-1 et seq. and specifically Section 1-9-3 and Section 1-9-5 of the Municipal Code of Des Plaines (the "Municipal Code"), "doing business" and "financial interest" are defined as follows:

DOING BUSINESS:

Any combination of sales, contracts, or purchases, with the City or any City Agency in an amount in excess of ten thousand dollars (\$10,000.00) in any twelve (12) consecutive months.

FINANCIAL INTEREST:

A. Any interest as a result of which the owner currently receives or is entitled to receive in the future more than two thousand five hundred dollars (\$2,500.00) per year; or

B. Any interest with a cost or present value of five thousand dollars (\$5,000.00) or more; or

C. Any interest representing more than ten percent (10%) of a corporation, partnership, sole proprietorship, firm, enterprise, franchise, organization, holding company, joint stock company, receivership, trust or any legal entity organized for profit; provided, however, financial interest shall not include:

1. Any publicly held stock traded on a recognized exchange;
2. The authorized compensation paid to an official or employee for his office or employment;
3. Any economic benefit provided equally to all residents of the city;
4. A time or demand deposit in a financial institution;

5. An endowment or insurance policy or annuity contract purchased from an insurance company.

B. CERTIFICATION

1. Has the Undersigned had a "doing business" relationship or "financial interest" with any City elected official in the 12 months before the date this EDS is signed?

☐ Yes [X] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s). Attach additional sheet if necessary:

SECTION THREE: DISCLOSURE OF RETAINED PARTIES

A. DEFINITIONS AND DISCLOSURE REQUIREMENTS

1. The Undersigned, must disclose certain information about attorneys, lobbyists, accountants, consultants, subcontractors, and any other person whom the Undersigned has retained or expects to retain in connection with the Matter. In particular, the Undersigned must disclose the name of each such person, his/her business address, the nature of the relationship, and the total amount of the fees paid or estimated to be paid. For this section 3, the Undersigned is not required to disclose employees who are paid solely through the Applicant's regular payroll.

"Lobbyist" means any person (i) who undertakes to influence any legislative or administrative action, or (ii) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action. **For the purposes of this section only, a person may be a Lobbyist, within the meaning of the above definition, even if he or she is not registered with the State of Illinois as a Lobbyist.**

2. If the Undersigned is uncertain whether a disclosure is required under this Section 3, the Undersigned must attach to this EDS a letter specifying the question on disclosure or make the disclosure.

B. DISCLOSURE – attach additional pages, if necessary.

1. Each and every attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained directly by the Undersigned with respect to or in connection with the Matter is listed below [begin list here, add sheets as necessary]:

Name	Business Address	Relationship to Undersigned (attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)
Liston & Tsantilis - 200 Wacker, Suite 820 Chicago, IL - Attorney - Hourly - Approximately \$4,000			

2. Indicate for each whether retained or anticipated to be retained.

Name	Status

[] CHECK HERE IF NO SUCH INDIVIDUALS HAVE BEEN RETAINED BY THE UNDERSIGNED OR ARE ANTICIPATED TO BE RETAINED BY THE UNDERSIGNED.

3. Has any owner, officer, manager, or employee of Applicant ever plead guilty, been found guilty, received supervision, plead nolo contendere (no contest) to any felony within the last five (5) years? Check one: No x. Yes _____. If yes, complete section below or attach additional sheet(s) identifying person, charge, date of finding, Court name and branch and case docket number.

N/A

Name	Relationship with company	Date of plea or court action

N/A

Court in which plea made	County, and State or District

Nature of offense:

N/A

4. State whether any person or company identified in response to section 3 B. 1 above has ever plead guilty, been found guilty, received supervision, plead nolo contendere (no contest) to any felony within the last five (5) years. Check one: No x. Yes _____. If yes complete section below or attach additional sheet(s) identifying person, charge, dated of finding, Court name and branch and case docket number.

N/A

Name	Relationship with company	Date of plea or court action

N/A

Court in which plea made

County, State, or District

Nature of offense:

N/A

SECTION FOUR: CERTIFICATIONS

A. CERTIFICATION OF COMPLIANCE

For purposes of the certifications in 1, 2, and 3 below, the term "affiliate" means any individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

1. The Undersigned is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, **or the Internal Revenue Service** nor is the Undersigned or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes. If there are any such delinquencies, note them below:

N/A

If the letters "NA," meaning "not applicable" or the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned is not delinquent and has certified to the above statements.

2. The Undersigned and its affiliates have not, in the past five years, been found in violation of any City, state or federal environmental law or regulation. If there have been any such violations, note them below:

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned had no violations and certified to the above statements.

3. If the Undersigned is the Applicant, the Undersigned and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

4. The Undersigned will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Section Four, 1, (1-3) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Undersigned has reason to believe has not provided or cannot provide truthful certifications.

If the Undersigned is unable to make the certifications required in Section Four, paragraph A (3) and (4) above, provide an explanation:

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

B. FURTHER CERTIFICATIONS

1. The Undersigned and, if the Undersigned is a legal entity, its principals (officers, directors, partners, members, managers, executive director):

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. Have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause (1)(b) of this section;
- d. Have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. Have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, in any



**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT**

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

MEMORANDUM

Date: July 20, 2026

To: Dorothy Wisniewski, City Manager

From: Suzy Aguilar, Economic Development Manager
Jeffrey Rogers, Director of Community and Economic Development

Subject: Consideration of a Resolution Approving a Business Assistance Grant for The Foxtail on the Lake at 1177 Howard Ave. (5th Ward)

Issue: The owner of the existing restaurant facility at 1177 Howard Ave is looking to expand its outdoor patio space. To help defray the cost of this project, the applicant is requesting reimbursement of a portion of eligible expenses in accordance with the provisions of the City's Business Assistance Grant program.

Analysis: The applicant, The Foxtail on the Lake represented by owner David Villegas, is requesting City Council approval of a Business Assistance Grant. The grant would be provided as a lump-sum reimbursement following the completion of the proposed eligible improvements to the property.

According to the applicant's estimate, the proposed project includes an expansion of the outdoor patio, which would commence upon approval of this request. The project includes \$114,500 in eligible costs, resulting in a grant reimbursement of up to \$33,625, calculated as 50 percent of the first \$20,000 in eligible costs and 25 percent of the remaining \$94,500.

The Business Assistance Grant Program Guidelines limit property owners and businesses to a maximum of two grants over the lifetime of the program. Approval of this request would constitute the applicant's second and final grant under the program.

Recommendation: If the City Council determines that the request as proposed is consistent with the Business Assistance Grant guidelines, it may adopt Resolution R-172-26 approving a Business Assistance Grant award in an amount not to exceed \$33,625. Should the Council approve the award, disbursement will occur in an amount up to the approved award based upon actual eligible expenses related to the expansion of the outdoor patio only after the applicant has completed the project and satisfied all administrative requirements of the grant program.

Attachments:
Resolution R-172-26

1. Attachment 1 - Application Packet

CITY OF DES PLAINES

RESOLUTION R-172-26

**A RESOLUTION APPROVING A BUSINESS
ASSISTANCE GRANT FOR THE FOXTAIL ON THE
LAKE AT 1177 HOWARD AVE.**

WHEREAS, pursuant to the Business Assistance Grant Program (“Program”) approved by the City Council, the City Council may approve grants to reimburse owners of eligible commercial properties within the City for a portion of eligible improvements as identified in the Program application; and

WHEREAS, the Des Plaines Park District (“Owner”) owns the property commonly known as 1177 Howard Avenue, Des Plaines, Illinois (“Subject Property”); and

WHEREAS, The Foxtail on the Lake (“Applicant”) operates a business at the Subject Property and proposes to expand the existing outdoor patio located on the Subject Property (“Eligible Improvements”); and

WHEREAS, the Applicant has applied for a Business Assistance Grant for a reimbursement of a portion of the total cost of Eligible Improvements; and

WHEREAS, the estimated cost of the Eligible Improvements, based on the proposed estimates, are \$114,500; and

WHEREAS, the City Council desires to grant a Business Assistance Grant to the Applicant for the reimbursement of 50 percent of the initial \$20,000 in eligible expenses and 25 percent of the remaining \$94,500 in eligible expenses associated with the Eligible Improvements in an amount not to exceed a \$33,625 (“Grant”); and

WHEREAS, the City has budgeted sufficient funds in the 2026 Budget to provide the Grant under the Program; and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve and authorize Grant for the Applicant;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL 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 THE GRANT. The City Council hereby approves the Grant to reimburse the Applicant for a portion of the cost of Eligible Improvements in an amount not to exceed \$33,625.

SECTION 3: AUTHORIZATION TO DISBURSE GRANT. The City Council hereby authorizes and directs the City Manager or their designee to take all necessary and appropriate action in accordance with the Program guidelines to reimburse the Applicant in

an amount not to exceed \$33,625.

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED this _____ day of _____, 2026

APPROVED this _____ day of _____, 2026

VOTE: AYES ____ NAYES ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M Friedman, General Counsel



DES PLAINES BUSINESS ASSISTANCE PROGRAM APPLICATION

Applicant Name: THE FORTALL ON THE LAKE

Business/Property Name: THE FORTALL ON THE LAKE

Address: 1177 HOWARD AVE

Business Phone: 224-938-9479 Email: DAVID FORTALL@GMAIL.COM

Business Registration Certificate (circle one): Yes, the certificate number is BRC-001011-2024

No, I have applied on _____ or pledge to apply (initial) _____

Description of the project:

PATIO Expansion

(Second project for potential future award, if applicable): _____

Estimated project cost (total quotes from contractors): \$130,000.00

Requested Grant Amount: ~~\$37,000.00~~ \$37,500.00

Type of Grant (circle one):

**SPROUT (up to \$10,000,
approval by staff)**

**BOOST (up to \$40,000, approval
required by City Council)**

**GROWTH (up to \$150,000,
approval required by City Council)**

I am the (circle one) of the business property: Property Owner or Tenant.

If you are a tenant, please provide a project consent letter from the property owner, lease agreement, or PSA and complete the following information of the property owner:

PROPERTY OWNER INFORMATION

Name: DES PLAINES PARK DISTRICT
Address: 515 E THACKER ST DES PLAINES IL 60016
Phone: 847-391-5700 Fax: _____
Email: DM @ DPARKS.ORG
When does the lease start and expire? ~~31~~ NOV 1ST 2023 NOV 1ST 2048

***Disclaimer**

All grant awards are subject to funding and prioritization by City Council during the budget process in each fiscal year. City Council reserves the right to discontinue this program at any time for any reason without notice.

Program Rule Acknowledgement

Please initial each line after reading, understanding, and agreeing to the following:

DV I have received the "Business Assistance Grant Guidelines" and have read and understand all requirements within.

DV I acknowledge that the business/property may not receive more than two (2) awards over the life of the program.

DV I understand that payments are not made upon approval but as reimbursement after all qualified, approved work as part of the request has passed necessary inspections, after contractors have been paid (with documentation acceptable to the City provided), and, if applicable, after all necessary business registrations and occupancies have been approved.

DV I have read and understand that applicants seeking assistance toward any select interior or exterior work must benefit a specific business that will generate either (i) retail sales or (ii) food-and-beverage tax. I affirm that the business subject to this application generates retail and/or food and beverage tax (if necessary, as determined by CED)
Not required (Staff Initial) _____.

DV I will seek and obtain/pass all required permits, inspections, registrations, and licenses from the City, State, or any other agency with authority over the components of the project subject to this request.


Applicant signature

3/19/26
Date

Project Budget

Date of submission: 6/19/2026

Grant: BOOST

Business name: The Foxtail on the Lake
1177 Howard Ave
Des Plaines, IL 60018

ELIGIBLE					
Type of Work	Contractor	Invoice date	Work Completed?	Cost	Notes
Building Concrete: (excavation and installation of new concrete piers)	41 North Contractors	6/18/2026	No	\$ 18,000.00	
Structural Steel: (new steel patio structure)	41 North Contractors	6/18/2026	No	\$ 50,000.00	
Ornamental Metals: (patio railing modification for new layout)	41 North Contractors	6/18/2026	No	\$ 15,000.00	
Rough carpentry: (sub floor structure under paver system)	41 North Contractors	6/18/2026	No	\$ 8,500.00	
Caulking & sealant: (joint filling as required)	41 North Contractors	6/18/2026	No	\$ 500.00	
Waterproofing & underlayment: (waterproofing system under pavers)	41 North Contractors	6/18/2026	No	\$ 6,500.00	
Specialty flooring: Pavers (pedestal paver system to match existing pavers)	41 North Contractors	6/18/2026	No	\$ 16,000.00	
TOTAL ELIGIBLE				\$ 114,500.00	

INELIGIBLE					
Type of Work	Contractor	Invoice date	Work Complete?	Cost	Notes
Engineered plans (engineered structural steel and concrete documents)	41 North Contractors	6/18/2026	No	\$ 4,500.00	
Jobsite protections: (protection for existing finishes)	41 North Contractors	6/18/2026	No	\$ 500.00	
Building demolition: (demolition of existing handrails, and finishes as required for new addition)	41 North Contractors	6/18/2026	No	\$ 6,500.00	
OSHA Compliance	41 North Contractors	6/18/2026	No	\$ 500.00	
Insurance	41 North Contractors	6/18/2026	No	\$ 1,200.00	
GC Supervisor	41 North Contractors	6/18/2026	No	\$ 3,000.00	
GC Fee	41 North Contractors	6/18/2026	No	\$ 6,535.00	
TOTAL INELIGIBLE				\$ 22,735.00	

PROJECT TOTAL \$ 137,235.00

Grant Breakdown

1st tier	50%	\$ 10,000.00
2nd tier	25%	\$ 23,625.00
3rd tier	12.5%	\$ -
Total Boost Grant		\$ 33,625.00