



VIRTUAL CITY COUNCIL MEETING

Monday, March 15, 2021

Regular Session – 7:00 p.m.

As the City of Des Plaines continues to follow social distancing requirements along with Governor Pritzker's Executive Orders and mandated mitigation restrictions, the City Council Meeting on Monday, March 15, 2021 will be held virtually beginning at 7:00 p.m.

The meeting will be live-streamed via: <http://desplaines.org/accessdesplaines> and played on DPTV Channel 17. The meeting may also be viewed in person at City Hall in the Council Chambers. However, pursuant to the current state-wide executive orders, no more than 10 people (including City staff) can be in the Council Chambers at one time during the meeting. Therefore, the City encourages residents and interested parties to participate in the meeting by watching the live-stream or by submitting written public comments in advance of the meeting. Public comment can be taken during the meeting for those that choose to be physically present, those that follow the instructions below to participate virtually, or by submitting public comments by e-mail to publiccomments@desplaines.org.

Public comments received by 5 p.m., Monday, March 15, 2021 will be distributed to City Council members prior to the Council meeting. Please indicate if you wish to have your comment read at the meeting. Public comments read at the meeting are limited to 200 words or less. Public comments should be e-mailed and contain the following information:

- In the subject line, identify "City Council Meeting Public Comment"
- Name
- Address (optional)
- City
- Phone (optional)
- Organization, agency representing, if applicable
- Topic or agenda item number of interest

If you would like to provide live public comment during the virtual meeting, please send your request to publiccomments@desplaines.org and you will be sent a link with additional information to join the meeting.

All e-mails received will be acknowledged. Individuals with no access to e-mail may leave a message with the City Clerk's Office at 847-391-5311.

The City of Des Plaines remains united in ensuring the safety and health of our community and our employees. To protect the public and staff, the City will continue to provide only essential functions and services during the Governor's Stay-at-Home Order. The City urges residents and businesses to comply with the Order. If residents must leave their home, it is very important to practice social distancing and keep at least six feet between others. For a list of services and additional information during this time, please visit www.desplaines.org. The City encourages individuals to sign up for its e-news for important information from the City and its government partners, including State and Federal authorities. The City updates its website and posts on social media daily. To sign up for electronic newsletters, please visit <https://www.desplaines.org/mycity/>.



CITY COUNCIL AGENDA

Monday, March 15, 2021

Regular Session – 7:00 p.m.

Via Zoom Video Conference

publiccomments@desplaines.org

CALL TO ORDER

REGULAR SESSION

ROLL CALL

PRAYER

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

2019 CDBG Consolidated Annual Performance & Evaluation Report (CAPER)/**RESOLUTION R-59-21:** Approving the Community Development Block Grant Program Consolidated Annual Performance and Evaluation Report for Program Year 2019

PUBLIC COMMENT – publiccomments@desplaines.org

ALDERMEN ANNOUNCEMENTS/COMMENTS

MAYORAL ANNOUNCEMENTS/COMMENTS

Motion to Extend Declaration of Civil Emergency

CITY CLERK ANNOUNCEMENTS/COMMENTS

MANAGER'S REPORT

CITY ATTORNEY/GENERAL COUNSEL REPORT

CONSENT AGENDA

1. **RESOLUTION R-55-21:** Approving the Execution of Agreements with Subrecipients of Community Development Block Grant (CDBG-CV3) Funds
2. **RESOLUTION R-58-21:** Approving a Non-Exclusive Easement Agreement for Water Transmission Main at 1600-1710 Sherwin Avenue
3. Minutes/Regular Meeting – March 1, 2021
4. Minutes/Closed Session – March 1, 2021

UNFINISHED BUSINESS

1. **SECOND READING – Z-23-20:** Consideration of a Preliminary Planned Unit Development, Tentative Plat of Subdivision, Map Amendment and Conditional Use for 414 E. Golf Road

NEW BUSINESS

1. **FINANCE & ADMINISTRATION** – Alderman Malcolm Chester, Chair
 - a. Warrant Register in the Amount of \$13,177,783.55 – **RESOLUTION R-56-21**
2. **COMMUNITY DEVELOPMENT** – Alderman Denise Rodd, Chair
 - a. Consideration of Final Plat of Subdivision for the Baig Estates Subdivision Located at 460 Good Avenue – **RESOLUTION R-57-21**
 - b. Consideration of a Major Amendment to the Existing Planned Unit Development Under Section 12-3-5 of the Des Plaines Zoning Ordinance, As Amended, to Construct a Two-Story Addition onto the Existing Casino Building and Make Various Site Adjustments at 3000 River Road, and the Approval of Any Other Such Variations, Waivers, and Zoning Relief as May Be Necessary – **ORDINANCE Z-31-21**

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

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



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: March 4, 2021

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

From: Michael McMahon, Community and Economic Development Director *mm*
Davorka I. Kirincic, AICP, Associate Planner / CDBG Administrator *[Signature]*

Subject: Public Hearing Regarding Program Year 2019 CDBG Consolidated Annual Performance & Evaluation Report

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

Analysis: The City of Des Plaines Program Year (PY) 2019 CAPER summarizes the program performance of Year 5 of the CDBG Consolidated Plan (PY2019 Action Plan, October 1, 2019, to September 30, 2020). The CAPER reports on the expenditures and accomplishments of the public service, housing, and infrastructure programs performed in respect to the goals established in the Action Plan. It is summarized in the memorandum transmitting the resolution and complete package for the Consent Agenda.

This public hearing will complete the required public comment period as required by HUD. The 15-day public comment period for the CAPER began February 26, 2021, following a public notice published in the Journal and Topics on February 10, 2021. The CAPER is available for public viewing at the following link, as well as at City Hall.

<http://desplaines.org/draft2019caper>

Recommendation: I recommend that the City Council hold the public hearing regarding the PY2019 Consolidated Annual Performance & Evaluation Report.

MEMORANDUM

Date: March 4, 2021

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

From: Michael McMahon, Community and Economic Development Director *mm*
Davorka I. Kirincic, AICP, Associate Planner / CDBG Administrator *[Signature]*

Subject: Program Year 2019 CDBG Consolidated Annual Performance & Evaluation Report (CAPER) Adoption

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

Analysis: The City of Des Plaines Program Year (PY) 2019 CAPER summarizes the program performance of Year 5 of the CDBG Consolidated Plan (PY2019 Action Plan, October 1, 2019, to September 30, 2020). The CAPER reports on the expenditures and accomplishments of the public service, housing, and infrastructure programs performed in respect to the goals established in the Action Plan. As of March 4, 2021, no public comments were received.

Recommendation: I recommend that the City Council approve Resolution R-59-21 approving the PY2019 Consolidated Annual Performance & Evaluation Report.

Attachments:

Attachment 1: PY2019 CAPER Public Notice

Resolution R-59-21

CITY OF DES PLAINES

PUBLIC COMMENT PERIOD and PUBLIC HEARING for the:

Community Development Block Grant Program Year 2019 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

PUBLIC COMMENT PERIOD

Notice is hereby given that the City of Des Plaines Program Year 2019 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER) will be available for public review and comment beginning Friday, February 26, 2021. The CAPER is the City's annual CDBG report to the U.S. Department of Housing and Urban Development (HUD). It will reflect the Program Year 2019 results, which began October 1, 2019 and ended September 30, 2020.

The City of Des Plaines invites comments on the CAPER. The 15-day (minimum) public comment period will begin Friday, February 26, 2021, and end Monday, March 15, 2021. The report will be available by visiting the Community and Economic Development Department, 1420 Miner Street, Des Plaines, IL. 60016 and via internet at:

<http://desplaines.org/cdbgplansreports>

PUBLIC HEARING

A public hearing on the CAPER will be held during the regularly scheduled City Council meeting on Monday, March 15, 2021. The public hearing will begin at 7:00 p.m. in Room 102 of the Des Plaines Civic Center, 1420 Miner Street, Des Plaines, IL 60016. Written citizen comments will be submitted with the CAPER to HUD after the hearing.

A public hearing on the proposed CAPER is currently scheduled to take place on Monday, March 15, 2021, at 7:00 p.m. at the Des Plaines Civic Center Room 102, 1420 Miner Street, Des Plaines, Illinois. However, due to the ongoing COVID-19 emergency, and the possibility that an Executive Order of the Governor, an Emergency Order of the Mayor, or other government order or law may prohibit or make it more difficult for the public hearing to be held at the City Hall, the City Council may hold the entire public hearing by audio or video conference. If the public hearing will be held by audio or video conference, notice and instructions for participating in the public hearing remotely will be posted on the City's website – www.desplaines.org - by *Saturday, March 13, 2021*, and will be included on the agenda that will be posted prior to the meeting.

If the public hearing is conducted by audio or video conference, verbal, live commenting will be available, but for technical reasons, written comments are strongly preferred. Written comments and testimony can be emailed to PublicComments@desplaines.org or mailed to the CDBG Administrator at the address above prior to the meeting. Please limit written testimony to 500 words. If requested, written comments received prior to the meeting will be read aloud by staff during the hearing.

The City encourages all interested persons, groups, and organizations to make comments at this hearing. Persons seeking additional information concerning the application, accessing the meeting, or requesting alternative means to provide testimony or public comment are directed to email those inquiries to PublicComments@desplaines.org. If requested a minimum of five (5) working days prior to the public hearing, the City will attempt to make available foreign language and sign language interpreters for non-English speaking and hearing-impaired persons wishing to participate in the public hearing.

CITY OF DES PLAINES

RESOLUTION R - 59 - 21

**A RESOLUTION APPROVING THE COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAM
CONSOLIDATED ANNUAL PERFORMANCE AND
EVALUATION REPORT FOR PROGRAM YEAR 2019.**

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

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

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

WHEREAS, the 2019 program year began on October 1, 2019, and ended September 30, 2020; and

WHEREAS, the City accepted public comment on the 2019 CAPER from February 26, 2021, through March 15, 2021; and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve the 2019 CAPER and submit it to HUD;

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

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

SECTION 2: APPROVAL OF 2019 CAPER. The City Council hereby approves the 2019 CAPER in substantially the form attached to this Resolution as **Exhibit A**.

SECTION 3: AUTHORIZATION TO SUBMIT 2019 CAPER TO HUD. The City Council hereby authorizes and directs the City Manager, on behalf of the City, to submit the 2019 CAPER to HUD no later than March 30, 2021.

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

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

EXHIBIT A



2019 Consolidated Annual Performance and Evaluation Report

CAPER

FOR

COMMUNITY DEVELOPMENT BLOCK GRANT

TO BE SUBMITTED TO THE

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

PROGRAM YEAR 2019
(October 1, 2019 – September 30, 2020)

Prepared by the City of Des Plaines
Community and Economic Development Department
1420 Miner Street
Des Plaines, Illinois 60016

DRAFT COPY FOR THE PUBLIC COMMENT PERIOD
February 26, 2021, to March 15, 2021

PLEASE NOTE THAT THIS IS A DRAFT OF THE PY2019 CAPER. THE PY2019 DES PLAINES CARES ACT AMENDMENT CV-3 TO THE 2015-2019 CONSOLIDATED PLAN AND PY2019 ANNUAL ACTION PLAN IS STILL UNDER HUD REVIEW AND AS RESULT, STAFF PROJECTED AND MANUALLY ENTERED IDIS DATA, WHICH WILL BE AUTOMATICALLY UPDATED ONCE THE SUBJECT AMENDMENT IS APPROVED. ADDITIONALLY, THERE ARE OUTSTANDING INVOICES FOR HOME REPAIR PROGRAM, WHICH ARE NOT CURRENTLY INCLUDED IN THIS CAPER.

AS RESULT OF THE ABOVE, AN UPDATED DRAFT DOCUMENT OF THE PY2019 CAPER WILL BE PRESENTED AT THE PUBLIC HEARING AND RECOMMENDED FOR ADOPTION AT CITY COUNCIL ON MARCH 15, 2021.

PY2019 CAPER

Executive Summary

Introduction

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

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

The current Consolidated Plan includes the program years 2015 through 2019 (October 1, 2015, to September 30, 2020). To that end, the City of Des Plaines PY2019 CAPER reflects on the accomplishments of Year Five (October 1, 2018, to September 30, 2020) of the Consolidated Plan (PY2018 Action Plan).

CR-05 - Goals and Outcomes

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

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City of Des Plaines has made progress on its one-year Action Plan that is appropriate with the expected pace of the vision, goals, and objectives of the Strategic Plan in the five-year Consolidated Plan. High priority needs accomplished included affordable housing, homelessness prevention,

other special housing/non-homeless needs, and public service needs. Public facilities and public infrastructure were identified as medium priority needs. In the third quarter of PY2014, there was a change of staff within the CED department, which resulted in the discovery of unspent funds from previous years. The new staff created a new five-year Consolidated Plan and planned to moderately increase spending of funds during the next five years to draw down the unspent funds. These plans included increasing funds for home rehabilitation programs, the Public Facility Program, and the Public Infrastructure Improvement Program. As a new introduction to the City's Consolidated Plan, backup projects were identified in many areas to ensure the ability to draw down sufficient funds on an annual basis. With the mentioned changes, staff successfully spent almost all accumulated unspent funds (an amount of over \$600,000) from previous years and have the remaining balance of only \$269,25 for the PY2018.

That was a reason why the City did not use CDBG funds toward public infrastructure in low- and moderate-income areas for PY2018 and PY2019 as originally planned in the Consolidated Plan. Staff proposed a Substantial Amendment to the 2015-2019 Consolidated Plan, the PY2018 Annual Action Plan, to show the above changes.

Additionally, staff requested and got approval to remove the Public Participation Plan from the Appendix of the 2015-2019 Consolidated Plan and have it stand as a separate document titled, "Citizen Participation Plan", to simplify future revision adoption procedures. Furthermore, staff adopted comprehensive revisions and reorganized the current Public Participation Plan. All these changes were included in the Substantial Amendment to the 2015-2019 Consolidated Plan, the PY2018 Annual Action Plan, and the Citizen Participation Plan, which was adopted at City Council on October 21, 2019, with Resolution R-173-19.

Cares act amendments insert

Home Rehabilitation Programs: The City of Des Plaines has focused the CDBG program towards providing decent housing by preserving the existing housing stock and improving the overall quality of the community's low-and moderate-income neighborhoods. To that end, the PY2015-19 Consolidated Plan allocated close to 65% of its annual CDBG budget to fund programs designed to address the affordable housing needs of low-and moderate-income residents. A description of the housing programs are as follows:

- *The Home Repair Program (HRP)* had been the central activity of the City's CDBG Program. During the last few years, the Annual Action Plans increased the HRP allocation based on the trend of previous program years. This approach had initially shown success by creating the opportunity to serve low-and moderate-income areas (LMA) with specific home repair projects. However, later obstacles resulted in some projects not being completed causing funds to accumulate from the previous years. In the last couple of years, staff put additional effort to better promote the HRP program, which resulted in an increase in HRP applicants and a waiting list. Additionally, staff looked into ways to modify program requirements to ensure that it would be easier for households to comply and complete the projects in the program year. The aforementioned efforts resulted in the helping of eleven households with CDBG funds for PY2018 and a few (only five) for PY2019 due to the Covid-19 pandemic obstacles. Overall 28 households for the whole five years were helped.

- *The Minor Repair Program (MRP)* was introduced in PY2015 as a pilot program primarily targeting seniors in need of minor home repairs and the opportunity to live and age in the comfort of their own homes. Unfortunately, in PY2017, no households were able to qualify for the program. To improve participation, in the PY2017 staff reduced the year lien, which would be placed on the property or homeowner. Instead of placing a lien on a property for ten years, it has been reduced to three years. These changes resulted in qualifying and repairing two households as was planned for the PY2019. Overall five households for the whole five years were helped.
- The Emergency Repair Program (ERP)* has proven to be effective in maintaining decent housing by assisting low-and moderate-income households during emergencies. Typical housing activities include temporary repairs to a leaking roof and plumbing/heating issues. Often, the maximum grant amount (\$2,500) was not enough, and staff increased funding starting with PY2017 to \$3,000. In PY2019, only one household qualified for this program. The Emergency Home Repair Program is intended to be used only on an as-needed basis in the event of an individual emergency. Overall four households for the whole five years were helped.

Improve Public Facilities: The Des Plaines Strategic Plan identified the use of CDBG funds to improve park facilities in high-density LMA residential neighborhoods: The Apache Park Neighborhood Project, completed in PY2015, received \$200,000. The Seminole Public Park Rehabilitation project was completed in PY2016 for \$102,149. Additionally, the Seminole Park Playground Improvement Project was completed in PY2017 for \$75,000.

The City was successful in spending down previously accumulated funds through PY2017 and did not allocate CDBG funds toward public facilities in low-and moderate-income areas for PY2018 and PY2019 as originally planned in the Consolidated Plan. The City adopted a substantial amendment to the 2015-19 Consolidated Plan and PY2018 Action Plan to reflect these changes. No substantial amendment was necessary for the PY2019 Action Plan because no accumulated funds were budgeted for public facility improvements.

Public Infrastructure Improvement Projects: These projects encompass a wide range of eligible activities that include infrastructure/facilities construction and rehabilitation to assist primarily residential LMA. In recent years, the City was able to improve the conditions of public sidewalks and alleys in low-and moderate-income areas in an efficient manner. In PY2017, four existing intersection sidewalks were improved to comply with ADA requirements at Scott Street and Nimitz Drive; Scott Street and Sunset Drive; Craig Drive and Pratt Avenue; and Plainfield Drive and Everett Avenue. Furthermore, new street lights were installed on existing light poles throughout the Apache Park Neighborhood. All subject projects were located in low-and moderate-income areas of the City.

As mentioned earlier, the City was successful in spending down these funds through PY2017. The City did not allocate CDBG funds toward public infrastructure in low- and moderate-income areas for PY2018 and PY2019 as originally planned in the Consolidated Plan. The City adopted a substantial amendment to the 2015-19 Consolidated Plan and PY2018 Action Plan to reflect these changes. No substantial amendment was necessary for the PY2019 Action Plan because no accumulated funds were budgeted for public infrastructure improvements.

Public Service Programs: Four public service sub-recipient organizations received CDBG funding in PY2019. All CDBG projects/activities were completed by the end of PY2019. The City of Des Plaines collaborates with several public service not-for-profit agencies to assist the

needs of the homeless, persons at-risk, and transitional housing persons, as well as leading them towards more permanent independent living solutions.

The City works with Northwest Compass and the Center of Concern to provide homelessness prevention (at-risk) services through the CDBG Counseling Housing and Homeless Prevention, Housing Counseling, Resources, and Home Sharing Program, respectively. Some of the services provided to low-and moderate-income residents include one-on-one counseling, advice for landlord-tenant mediation, fair housing information, employment, Medicare insurance, legal and financing counseling, emergency rent, mortgage aid, housing location assistance, and security deposit loans. In PY2019, these programs have assisted a combined 279 residents.

High priority non-housing community development needs of the Consolidated Plan include senior and youth programs. In PY2019, the CDBG program funded the Senior Housing and Supporting Services Program to provide the elderly with employment counseling and networking resources (although available to all low-and moderate-income Des Plaines residents). In PY2019, this program assisted a combined 70 residents/households.

Des Plaines continues to support programs that provide transitional housing and counseling towards permanent and independent living. Both The Harbour Inc. and Women In Need Growing Stronger (WINGS) are nonprofit housing and social service agencies that provide emergency and transitional housing for runaway youth and abused women as limited clientele/presumed benefits. During occupancy, participants are presented with a wide range of counseling to improve their transition towards permanent housing. Aftercare and alternative agency resources are also provided. In PY2019, The Harbour Inc. and WINGS assisted nine and three persons respectively.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the Consolidated Plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Spent Source / Amount	Indicator	Unit of Measure	Strategic Plan			PY2019 Program Year			
					Expected Strategic Plan	Actual Strategic Plan	Percent Complete	Expected - Program Year	Actual - Program Year	Percent Complete	
Improve Public Facilities											
*Capital Improvements: Improve Public Facilities	Non-Housing Community Development	CDBG: see below	Public Infrastructure Activities other than Low/Moderate Income Housing Benefit	Low-AND Census Groups-Assisted	Income Block Persons	6,263	*4,182 (1350)	66.77%	*0,000 (1,638)	0,000	N/A

Improve Public Infrastructure										
*Capital Improvements: Improve Public Infrastructure	Non-Housing Community Development	CDBG: see below	Public Facilities or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Low- and moderate - income Census Block Groups- Persons Assisted	20,000	*14,350 (2,546)	71.75%	*0.00 (2,773)	*0.00 (2,546)	N/A
Make Housing Affordable, Accessible, and Sustainable										
*Capital Improvements: Preserve affordable, accessible, sustainable housing	Affordable Housing	CDBG: See below	Homeowner Housing Rehabilitated	Low Moderate Income Household Housing Unit (Home Rehabilitation Programs: PY2016)	25	*28 (8)	112%	*7 (9)	7	100%
Services: Provide Financial Assistance for Public Programs and Services										
Provide Public Services	Limited Clientele Homeless and at risk of Homeless	CDBG: See below	Public Service activities for Low/Moderate Income Housing Benefit	Persons Assisted (Center of Concern, Northwest Compass)	905	*1,510 (0)	166.85%	*325 (101)	349	107.38%
Provide Public Services	Limited Clientele Presumed Benefits	CDBG: See below	Public Service activities other than Low/Moderate Income Housing Benefit	Persons Assisted (WINGS, The Harbour)	55	*60 (11)	109.09%	*20 (11)	*11 (11)	110.00%
Planning and Administration: Conduct Planning and Administration Activities										
Planning and Administration: Conduct planning	Planning and Administration	CDBG: See below	Other	Other (Planning and Administration)	N/A	N/A	N/A	N/A	N/A	N/A

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

It is important to note that the staff was fairly new (only a couple of months on the job) while the five-year Consolidated Plan was being completed, and all data entered was conducted by former staff. Due to the aforementioned reasons, data (matrix codes and indicators) was not entered correctly in the Consolidated Plan as well as in the PY2015, 2016, PY2017, and PY2018 Action plans. For the previously mentioned reasons, data populated by IDIS for the PY2019 CAPER (in parentheses) in the above table was incorrect, and staff manually entered the corrected data (marked with “(*)”).

***Capital Improvements: Improve Public Facilities and Improve Public Infrastructure** - Due to unfamiliarity with IDIS, staff had incorrectly entered geographical data into IDIS for the Consolidated Plan PY2015-2019, PY2015, PY2016, PY2017, and PY2018 Action Plan. Staff used population data instead of low-and moderate-income universal data. As a result, the PY2018 CAPER data shows an expected 1,638 people as the unit of measurement instead of 1,350 people for Census Block Group 806600-2 under “Capital Improvements: Improve Public Facilities” and an expected 2,773 people as the unit of measurement instead of 3,135 for Census Block Groups 806600-2, 770602-1, 806501-1 and 806501-2 under “Capital Improvements: Improve Public Infrastructure”.

***Services: Provide Financial Assistance for Public Programs and Services** - In the table above, staff entered the data manually due to incorrect data in the Consolidated Plan (as previously mentioned the wrong matrix code was used for the accomplishments for individual activities). The Homeless Overnight Shelter was marked by mistake as an indicator (serving seven people), instead of Public Service Activities other than low-and moderate-income Housing Benefit, under strategic goals for the Public Services: to Homeless & People at Risk in the PY2015-2019 Consolidated Plan. Additionally, Homeless Prevention was marked by mistake as an indicator (serving 905 people) instead of Public Service Activities for low-and moderate-income housing benefits. While an Amendment to the PY2015-2019 Consolidated Plan was underway, staff tried to correct the data errors. Instead of deleting unit indicators, we were only able to correct the numbers and enter “0”. Subject activities are provided through current sub-recipients but are not funded through the City of Des Plaines’ CDBG funds. The lines in the above table for the Indicators which were uploaded automatically with the number “0” are corrected and marked with asterisks in the IDIS PY2019 CAPER, and the same lines with the indicators showing “0” are deleted in this CAPER word template.

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

the City’s use of CDBG funding distribution is generally broken down as follows: 65% home rehabilitation programs, 15% public services, 20% program administration activities, and rest for the public facilities and infrastructure improvements. This program year, the City received a total funding of \$302,509. In addition to that, there were leftover funds from PY2018 for \$24,670, leaving a total amount of \$327,197. In an effort to draw down these funds, the City has conducted the following activities within the identified programs:

Preserve Affordable, Accessible, and Sustainable Housing These programs have been identified as a high priority need in the 2015-2019 Consolidated Plan. Five owner-occupied homes were improved via the City’s Home Repair Program, and two households were improved via the Minor Repair Program, utilizing PY2019 funds. The Emergency Home Repair Program is also included in this goal, but it is intended to be used only on an as-needed basis in the event of an individual emergency. There was none in need of the Emergency Repair Program during PY2019, and the remaining balance will be carried forward and used during PY2019.

During PY2015, staff dramatically increased public advertising and awareness of Home Rehabilitation Programs. As a result, Northwest Housing Partnership, as an administrator of these programs, had a long waitlist of qualified households for these programs in PY2018. Unfortunately, quite a few households were unable to complete the program due to Covid-19 pandemic obstacles. Staff is still researching existing processes and procedures to make sure it will be easier for households to comply and complete projects for the next program year. A total of \$158,188.91 was used for all three home rehabilitation programs. This is slightly less than in PY 2017 and PY2018 due to the impacts of the Covid-19 pandemic. Anyway, due to the high interest in housing rehabilitation programs in the last five years, the staff is continuing to fund the Home Repair Program and Minor Repair Program with \$189,982 and \$21,275 respectively for PY2020. Staff will also continue to fund \$6,000 to the Emergency Repair Program as has been done in previous years.

Provide Public Services These programs are high-priority needs but are limited to 15% of the total annual grant. Nearly 100% of planned funds were expended to support organizations that provided counseling, support, and referral services; child and youth services; senior services that enabled them to “age in place”; special needs services; health care services; financial, career, and employment counseling services; interpretation services with multilingual staff; and housing-related services by addressing issues such as homelessness prevention, helping homelessness. A total amount of \$34,300 was spent in PY2019 on the mentioned public social services. Additionally, an amount of \$10,400 was awarded to social service agencies that provide emergency and transitional housing for a runaway girl and abused women as limited clientele/ presumed benefits.

Improve Public Facilities Although this program is typical of medium priority, Des Plaines, completed a variety of activities as a part of the Public Facility Improvement Program as backup projects in previous program years. As mentioned earlier, the City was successful in spending down previously accumulated funds through PY2017 and did not use CDBG funds toward public facilities in low-and moderate-income areas for PY2018 and PY2019 as originally planned in the Consolidated Plan.

Improve Public Infrastructure In the past, the City of Des Plaines completed a variety of activities as a part of the Public Infrastructure Improvement Program as a backup project. Due to the fact that the City was successful in spending down previously accumulated funds through PY2017, did not use CDBG funds toward public facilities in low-and moderate-income areas for PY2018 and PY2019 as originally planned in the Consolidated Plan.

Conduct Planning and Administration Activities The City staff regularly contacted sub-recipients, including activities such as agreement preparation and execution, quarterly reporting, reimbursement processing, monitoring, and on-site pre-construction meetings and post-construction administration. Additional activities included monthly lunch workshops, collaborating with other north suburban CDBG entitlement communities, and creating consistent monitoring and reporting activities, especially for sub-recipients that receive funding from multiple entitlement communities. In This program year staff allocated \$60,500 for the payroll in this program year and spent all.

Timeliness: PR-56

On August 2, 2019, the Chicago HUD Office conducted an annual timeliness test of Des Plaines' CDBG expenditures. It was determined that Des Plaines' timeliness ratio was under 1.5, and Des Plaines was in compliance with the timeliness performance standard.

CR-10 - Racial and Ethnic composition of families assisted**Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)**

	CDBG
White	253
Black or African American	52
Asian	44
American Indian or American Native	2
Other multi-racial	18
Total	369
Hispanic	95
Not Hispanic	274

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

Narrative

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

Per the PR-03c-Public Service Activities, a total of 369 Des Plaines residents were served during PY2018, including the races in Table 2. In addition to the beneficiaries reported above, six White and one Native Hawaiian/Other Pacific Islander households were assisted through the Home Repair Program, and one White household was assisted through our Emergency Repair Program.

CR-15 - Resources and Investments 91.520(a)**Identify the resources made available**

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG		\$300,617.25	296, 517.25

Table 3 – Resources Made Available

Narrative

The City received an entitlement allocation of \$302,509, which is higher than the estimated yearly amount of \$270,000 in the Consolidated Plan. Utilizing planned backup projects, staff successfully spent all accumulated unspent funds from previous years and have a balance of only \$24, left to be programmed for PY2019. In PY2019, City will most likely spend all planned funds. Some of the home rehabilitation activities are still not completed and are open in the IDIS due to the fact that they were qualified late in the program year.

The "Amount Expended during Program Year 2018" for PY2018 (\$296, 517.25) is shown on Line 15 of the PR-26.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Des Plaines City Wide (PY2018)	100	89	All CDBG projects

Table 4 – Identify the geographic distribution and location of investments

Narrative

89% of the CDBG funds were spent as planned city-wide, through home rehabilitation projects, public social service programs, and planning.

Leveraging

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

The public infrastructure improvement projects had cost shares sourced by the City's capital fund, and planning and administration staff had cost shares sourced by the City's general fund. The Seminole Park Playground Improvement shared the cost with the Des Plaines Park District.

Also, the City's sub-recipients, including the North West Housing Partnership, Northwest Compass Inc., WINGS, The Harbour, and the Center of Concern, used CDBG funds to leverage HUD, State, municipal and private resources to operate programs for incorporated City of Des Plaines residents. In terms of housing projects, some Home Rehabilitation Program participants can fully fund the balance of their rehabilitation project that exceeds their forgivable loan/grant amount. Public infrastructure and facility projects funded by CDBG are typically leveraged with separate public funding to complete larger projects. For instance, CDBG funds were used to help fill funding gaps in larger-scale projects such as Apache Neighborhood Park Rehabilitation in PY2014 and PY2015; Seminole Park Renovation in PY2016 and Seminole Park Playground Improvement in PY2017-all done by the Des Plaines Park District. Two infrastructure projects/ADA Compliance Intersection Sidewalk Improvements and Apache Neighborhood Street Lighting were done as backup projects in PY2017 by the City's Public Works and Engineering Department. No public infrastructure and public facility projects were utilized in the PY2018.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families, served, the number

of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	0	0

Table 5- Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance		0
Number of households supported through The Production of New Units		0
Number of households supported through Rehab of Existing Units	9	11
Number of households supported through Acquisition of Existing Units		0
Total	9	11

Table 6 - Number of Households Supported

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

During PY2019, seven non-homeless affordable housing units, with a total of 24 occupants/residents, participated in the home rehabilitation programs, while seven households were projected for the PY2018 Action Plan and 25 units are projected for the five-year Consolidated Plan term. The initial nine households did not use the maximum grant amount to complete renovations, and the staff was able to qualify three additional households. If this pace continues on an annual basis, the twenty-five unit goal will be achieved. These programs are in demand; however, not everyone is eligible, as prospective recipients are turned away due to their household incomes exceeding income requirements. Unfortunately, not all the households from the waitlist went through housing programs, and staff is continuously looking into ways to modify the program requirements to ensure that it will be easier for households to comply and complete projects. In that matter, in PY2017, staff already reduced the lien term requirement for the MRP from ten years to three years in order to increase participation.

One of the nine funded household rehabilitation activities is still under construction and will be completed by the end of May 2021. That is a reason why two household rehabilitation activities are still open in the IDIS One is household activity and another one is sub-recipient Home Repair Program administration activity.

Staff will continue allocating funds towards housing rehabilitation programs.

Emergency Home Repair Program funds are only used in case of an emergency/as needed, and this year only one household was served.

Discuss how these outcomes will impact future annual action plans.

Modifications were made to the upcoming PY2019 Annual Action Plan to keep funds for the home rehabilitation programs in response to the increased demand for these programs, and also to diversify the type of programs that will be administered through sub-recipients.

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

Number of Persons Served	CDBG Actual	HOME Actual
Extremely Low-income	4h (1p)	0
Low-income	0	0
Moderate-income	7h (23p)	0
Total	11h (24p)	0

Table 7 – Number of Persons Served

Narrative Information

The IDIS populated the number of households instead of the number of persons in the table above. Staff manually entered the actual number of people (marked in parentheses). A total of 11 households received housing rehabilitation programs. A total of 24 people benefited from home rehabilitation programs.

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

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

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

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

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

Addressing the emergency shelter and transitional housing needs of homeless persons

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

The City provides CDBG funding to WINGS, an organization that provides housing and services to women and children who are homeless or living with issues of domestic violence through the Safe House Emergency Shelter (Domestic Violence) Program. Their primary goal is to provide safety, long-term stability, shelter, food, clothing, and other resources (i.e. case management, career development) to women and their children. The City also provides CDBG funding to the Harbour, an organization that provides safe and transitional housing for youth ages 12-21. The goal of the program is to provide comprehensive services to homeless youth in the form of short-term housing, transitional living, and supportive services. The staff works with the youths and their families to stabilize their circumstances and ensure that they receive the necessary assistance. Services are aimed at placement in a safe and stable living situation and eventually reuniting the participants with their families.

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

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

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

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

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

CR-30 - Public Housing 91.220(h); 91.320(j)**Actions were taken to address the needs of public housing**

According to a consultation with the Housing Authority of Cook County (HACC), there are no actions planned to occur during City of Des Plaines CDBG PY2018.

Public housing in the City is provided through the Henrich House, which is owned by the Housing Authority of Cook County. The building is located at the corner of Lee/Mannheim and Ashland Avenue and includes 128 units 375 square feet each (1 bedroom, 1 bath). There is residential parking for the residents with assigned parking stickers. A bus station (Pace Bus Rt. 220) is on the west side of the building. There is also a senior transportation program that stops right in front of the Henrich House and transports residents anywhere in Maine Township. Additionally, the downtown Des Plaines Metra station is three blocks south of the Henrich House. There is convenient shopping, health centers, hospitals, education, and cultural institutions.

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

According to consultation with the HACC, there are no actions planned to occur during Des Plaines CDBG PY2019.

Actions were taken to assist troubled PHAs

The HACC is not designated as troubled.

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

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

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

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

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

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

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

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

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

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

The City's Building Division has monitored and will continue to monitor lead levels in homes participating in the Home Rehabilitation Programs where paint disturbance will occur, or there are deteriorating paint conditions. Many homes accepted to the Home Repair and Minor Repair Program were screened for lead paint and provided with abatement information. Follow-up and clearance inspections were also performed following the rehabilitation of homes if lead paint stabilization was completed. Homes built on or after 1978 and/or housed exclusively for the elderly or people with disabilities were exempt from the lead-safe housing rule requirements. For PY2018, seven households were notified of no lead-based paint present in their homes after testing, four were reported with no paint disturbed, and one household reported lead paint removal being completed.

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

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

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

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

City staff provided and will continue to provide technical assistance to sub-recipients throughout the program year, including on-site pre-construction meetings, quarterly reporting assistance, and on-site yearly monitoring visits.

Since the City's 2015 HUD monitoring visit, policies and procedures related to grant management have been monitored, updated as needed, and documented in the CDBG procedures folder. CDBG administration staff will continue to look for operational efficiencies and attend relevant training and conferences. Besides, Des Plaines has worked with CDBG staff from Arlington Heights, Mount Prospect, Palatine, Schaumburg, Skokie, and others as we look to establish consistent reporting and procedures. Such collaboration further enables organizations that serve two or more of our communities to efficiently run their programs that receive CDBG funding.

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

In addition to the aforementioned technical assistance and monitoring activities, Community and Economic Development, Public Health, and Human Services staff members have collaborated and will continue to collaborate and reach out to housing and social services agencies as needed. The public services sub-recipients receive further monitoring when they are new to the program, have new staff, and/or possible discrepancies are found in their quarterly reporting.

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

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

In August 1997, the City of Des Plaines completed the Analysis of Impediments to Fair Housing Choice (AIFH) study. However, the staff has not been able to locate the original copy of the AIFH.

In 2015, the U.S. HUD adopted a new rule (“AFH Rule”) requiring entitlements and public housing authorities (Entities”) to produce an Assessment of Fair Housing (“AFH”), which analyzes the local fair housing landscape and sets fair housing priorities and goals. Under the AFH Rule, the next AFH must be submitted by 2020. HUD encourages local Entities to collaborate on a regional AFH to reduce the cost of producing the AFH and to analyze fair housing on a regional scale.

On November 5, 2018, the City adopted Resolution R-195 approving an Intergovernmental Agreement for the Development of the 2020-2025 Regional Assessment of Fair Housing. The City and 16 other Cook County Entities desire to collaborate on the submission of the AFH and designate the Cook County as the lead entity. The City signed an intergovernmental collaboration agreement with the County entities setting forth their respective obligations and commitments and acknowledging that Enterprise Community Partners will assist in the production of the AFH for the same.

The AFH is currently in production, and the Enterprise Community Partners are providing technical assistance to develop the AFH and overseeing the participation of other civic organizations. The official HUD deadline to complete the AFH is October 31, 2020. The performance period will span from November 2018 through March 2020 and that is a reason why the Planning and Administration activity will stay open until AFH is completed.

CR-40 - Monitoring 91.220 and 91.230

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

All sub-recipients are required to send quarterly reports which are reviewed every quarter by the City's CDBG Administrator except a home rehabilitation program sub-recipient, which sends a monthly report. The City's CDBG Administrator also monitors all sub-recipients on an annual basis. Also, public facilities and public infrastructure improvement projects involve pre-construction meetings, where CDBG-related administration and expectations are explained to the contractor and sub-recipient staff, payroll processing, etc. Finally, public services sub-recipients receive further monitoring when they are new to the program, have new staff, and/or possible discrepancies are found in their quarterly reporting.

Citizen Participation Plan 91.105(d); 91.115(d)**Citizen Participation Plan 91.105(d); 91.115(d) – (different heading in IDIS)****Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports**

The City of Des Plaines provides frequent workshops, publishes all required legal advertisements, and conducts at least two public hearings every year. This year we will have three public hearings. One public hearing occurred on June 18, 2018, to adopt the PY2018 Annual Action Plan. A second public hearing occurred on October 7, 2019, during the Public Comment Period for the adoption of the Substantial Amendment to the 2015-2019 Consolidated Plan, the Program Year 2018 Annual Action Plan, and the Citizen Participation Plan. A third public hearing will be held on December 16, 2019, after the end of the Public Comment Period for the PY2018 CAPER in order to adopt the report.

A legal notice requesting public input on this CAPER was published on November 13, 2019, in the *Journal and Topics* newspaper. The 15-day comment period begins on November 28, 2019, and will end at the City Council meeting on December 16, 2019. The CAPER will be published in draft form and be available to the public via the internet at <http://desplaines.org/cdbgplansreports> and in hard copy at City Hall, Community, and Economic Development Department (hours: 8:30 a.m. to 5:00 p.m., Monday-Friday). Written feedback is requested via email, fax, or the United States Postal Service. City staff will respond within 15 days of receipt of written comments. If any comments are received, they will be forwarded to HUD accordingly.

CR-45 - CDBG 91.520(c)

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

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

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

No.

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

N/A

CAPER

2019 Consolidated Annual Performance and Evaluation Report

FOR COMMUNITY DEVELOPMENT BLOCK GRANT CARES ACT CV1 AND CV3

The Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, makes \$5 billion available in supplemental Community Development Block Grant (CDBG) funding from the Department of Housing and Urban Development (HUD) to prevent, prepare for, and respond to the Covid-19 pandemic (CDBG-CV grant). The City will receive \$376,164 for this third round of the CARES Act (CDBG-CV3) funding. The City's cumulative amount for all allocation rounds is \$556,931.

On July 1, 2020, the City of Des Plaines (City) amended its 2015-2019 Consolidated Plan and PY2019 Annual Action Plan to incorporate the receipt of CDBG-CV1 Grant funds (\$180,767) and also amended its CDBG Citizen Participation Plan to allow for the expedited amendment process.

According to and following the expedited amendment process approved by HUD, the City amended for a second time its 2015-2019 Consolidated Plan and PY2019 Annual Action Plan to incorporate the receipt of a third round of the Coronavirus Response Funds CDBG-CV3 (collectively, the PY2019 City of Des Plaines CARES Act Amendment CV3). The Substantial Amendment serves as the City's budget and formal application for the CDBG-CV3 Grant. The City intended to utilize its CDBG-CV3 funds for public service and economic development initiatives.

The PY2019 City of Des Plaines CARES Act Amendment, Public Comment Period began on Wednesday, February 10, 2021, and ended on Monday, February 16, 2021. Notification of this period was published in the *Des Plaines Journal & Topics Newspaper* and uploaded on the City's website on Wednesday, February 10, 2021. During this time, citizens were invited to submit written comments or recommendations to the City.

A virtual Public Hearing was scheduled for the Monday, February 16, 2021, City Council meeting to allow the public to present any questions or comments for the City of Des Plaines CARE Act Funding Substantial Amendment CBG-CV3. The Community & Economic Development Director gave a brief review of the PY2019 City of Des Plaines CARES Act Amendment CDBG-CV3 and concluded by asking for public comments. There were no comments by the City

Officials or public. The PY2019 City of Des Plaines CARES Act Amendment CDBG-CV3 was adopted by the City Council at the February 16, 2021, City Council meeting.

DRAFT



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: March 4, 2021

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

From: Michael McMahon, Community, and Economic Development Director *mm*
Davorka I. Kirincic, AICP, Associate Planner / CDBG Administrator

Subject: A Resolution Authorizing the Execution of Agreements with Sub-recipients of Community Development Block Grant funding CV3 to prevent, prepare for, and respond to the coronavirus

Issue: The Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, makes \$5 billion available in supplemental Community Development Block Grant (CDBG) funding available through the Department of Housing and Urban Development (HUD) to prevent, prepare for, and respond to the Covid-19 pandemic (CDBG-CV3). The City expects to receive \$376,164 in CDBG-CV3 grant funds.

Analysis: On February 16, 2021, the City of Des Plaines City Council approved Resolution R-43-21 amending the City's 2015-2019 Consolidated Plan and Program Year (PY) 2019 Annual Action Plan, to incorporate the use of CDBG-CV3 grant funds (collectively, the PY2019 City of Des Plaines CARES Act Amendment CV3). The PY2019 City of the Des Plaines CARES Act Amendment CV3 serves as the City's budget and formal application for the CDBG-CV3 grant funds.

After carefully reviewing the CARES Act guidelines and speaking with HUD, Cook County, and other local entitlement communities, it was decided to allocate the following:

- Public Services Program: \$100,000 administered by Center of Concern and Northwest Compass Inc., assisting low and moderate-income residents with rent and/or mortgage, and utility subsistence payments during the Covid-19 pandemic.
- Economic Development Small Business Assistance Program: \$276,164 administered by Center of Concern, assisting small local businesses during the Covid-19 pandemic.

In coordination with HUD, the City's General Counsel has generated a sub-recipient agreement form for both the public service and economic development small business assistance grant programs. The attached Resolution R-55-21 authorizes execution of the agreements with each of the sub-recipients for the programs and projects detailed in the PY2019 City of Des Plaines CARES Act Amendment CV3 and noted in the Resolution.

Recommendation: I recommend that the City Council adopt Resolution R-55-21.

Attachments:
Resolution R-55-21

CITY OF DES PLAINES

RESOLUTION R - 55 - 21

A RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENTS WITH SUBRECIPIENTS OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS (CDBG-CV3).

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 Coronavirus Aid, Relief, and Economic Security Act ("**CARES Act**"), Public Law 116-136, made \$5 billion available in supplemental Community Development Block Grant ("**CDBG**") funding from the Department of Housing and Urban Development ("**HUD**") to prevent, prepare for, and respond to the Covid-19 pandemic ("**CDBG-CV Grant Funding**"); and

WHEREAS, City expects to receive \$376,164 in the third round of CDBG-CV Grant Funding ("**CDBG-CV3**"); and

WHEREAS, on February 16, 2021, the City Council adopted Resolution R-43-21, amending the City's 2015-2019 Consolidated Plan and Program Year (PY) 2019 Annual Action Plan to incorporate the use of CDBG-CV3 grant funds; and

WHEREAS, the City desires to enter into subrecipient agreements in substantially the forms attached to this Resolution as **Exhibit A** and **Exhibit B** (collectively, "**Subrecipient Agreements**") with the following not-for-profit agencies ("**Public Service Program Subrecipients**") to administer public service programs under the Community Development Block Grant Program using the CDBG-CV Granting Funding in the following amounts:

<u>Subrecipients</u>	<u>Public Service Programs</u>	<u>Budget</u>
The Center of Concern	CDBG-CV3 Economic Development Small Business Assistance Program: assisting small local businesses during the Covid-19 pandemic.	\$276, 164
The Center of Concern	CDBG-CV3 Public Services Program: assisting low- and moderate-income residents with rent and/or mortgage, and utility subsistence payments during the Covid-19 pandemic.	\$70,000
Northwest Compass, Inc.	CDBG-CV3 Public Services Program: assisting low- and moderate-income residents with rent and/or mortgage, and utility subsistence payments during the Covid-19 pandemic.	\$30,000

and;

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into Subrecipient Agreements with the Subrecipients; 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 the findings of the City Council.

SECTION 2: APPROVAL OF AGREEMENTS. The City Council hereby approves the Subrecipient Agreements, in substantially the forms attached to this Resolution as **Exhibit A** and **Exhibit B**, and in the final forms approved by the General Counsel.

SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENTS. The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, a Subrecipient Agreement with each of the Subrecipients.

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

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving CDBG Subrecipient Agreement Contract Amounts PY2019 CARES Act Amendment CV3

EXHIBIT A

**SUBRECIPIENT AGREEMENT BETWEEN
THE CITY OF DES PLAINES, ILLINOIS,
AND
[NON-GOVERNMENTAL SUBRECIPIENT]
FOR
[NAME OF CDBG PUBLIC SERVICE PROGRAM]**

THIS SUBRECIPIENT AGREEMENT ("**Agreement**") is entered this ____ day of _____, 2021 by and between the City of Des Plaines, an Illinois home-rule municipality ("**Grantee**") and _____ ("**Subrecipient**").

WHEREAS, on February 16, 2021, the corporate authorities of the Grantee approved: (i) Resolution No. R-43-21, amend its 2015-2019 Consolidated Plan and Program Year (PY) 2019 Annual Action Plan (collectively, the PY2019 City of Des Plaines CARES Act Amendment CV3) to incorporate the receipt of third round of Community Development Block Grant (CDBG) funding to prevent, prepare for, and respond to the coronavirus ("**CDBG-CV3 Program**") administered by the United States Department of Housing and Urban Development ("**HUD**"); and

WHEREAS, the Grantee submitted the PY2019 City of Des Plaines CARES Act Amendment CV3, and an application for a CDBG-CV3 Program grant to HUD pursuant to Title I of the Housing and Community Development Act of 1974 as amended ("**HCD Act**"); and

WHEREAS, HUD has awarded Grantee a grant of funds under the CDBG Program to prevent, prepare for, and respond to the coronavirus ("**CDBG-CV3 Grant**"); and

WHEREAS, the Grantee desires to utilize the CDBG-CV3 Grant to engage the Subrecipient to perform, and the Subrecipient desires to receive a portion of the CDBG-CV3 Grant to perform, public services and activities to help implement the objectives of the CDBG-CV3 Program, and the PY2019 City of Des Plaines CARES Act Amendment CV3, all in accordance with the HCD Act, the regulations promulgated thereunder, and all other applicable federal, state, and local laws, ordinances, and regulations (collectively, the "**Requirements of Law**"); and

WHEREAS, the Grantee and the Subrecipient desire to enter into this Agreement to set forth their respective rights and obligations with respect to the use of the CDBG-CV3 Grant and the performance of the Public Service Program described in the formal application included in **Exhibit B** attached to and made a part of this Agreement;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE**A. CDBG-CV3 Grant**

The CDBG Grant is part of the following federal award:

CFDA Title:	Community Development Block Grants/Entitlement Grants
CFDA Number:	14.218
Award Name:	Community Development Block Grants-CV3
Award Number:	B-20-MW-17-0009
Award Year:	2020
R&D Award:	No
Federal Agency:	United States Department of Housing and Urban Development, Office of Community Planning and Development

B. Activities

The Subrecipient shall use CDBG-CV3 Grant funds to administer [***INSERT NAME OF PROGRAM***] during CDBG Program Year 2019 (“***Subrecipient Program***”) in a manner satisfactory to the Grantee, consistent with any standards required by HUD as a condition of the CDBG-CV3 Grant, and in accordance with the Requirements of Law and this Agreement. The Subrecipient shall expend CDBG-CV3 Grant funds solely to perform and complete the activities eligible for funding under the CDBG-CV3 Program (collectively, the “***Activities***”):

Program Delivery Activities

Activity #1 ***[INSERT COMPLETE DESCRIPTION OF EACH ACTIVITY, INCLUDING THE SERVICES TO BE PERFORMED, THE LOCATION WHERE THEY WILL BE PERFORMED, FOR WHOM THEY WILL BE PERFORMED, AND HOW THEY WILL BE PERFORMED.]***

Activity #2 ***[SAME]***

Activity #3 ***[SAME]***

[ADD ADDITIONAL ACTIVITIES AS NECESSARY]

General Administration Activities

[INSERT DESCRIPTION OF GENERAL ADMINISTRATIVE ACTIVITIES TO BE PERFORMED IN SUPPORT OF PROGRAM DELIVERY ACTIVITIES STATED ABOVE.]

C. National Objectives

The Activities must, pursuant to and in accordance with 24 CFR 570.200(a) (2) and 24 CFR 570.208, meet one of the following of the CDBG Program's National Objectives: (1) benefit low- and moderate-income persons; (2) aid in the prevention or elimination of slums or blight; or (3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient hereby certifies that the Activities carried out under this Agreement will meet ***[INSERT NATIONAL OBJECTIVE OR OBJECTIVES THAT WILL BE MET]*** as follows: ***[INSERT DESCRIPTION OF HOW NATIONAL OBJECTIVE(S) WILL BE MET. IF DIFFERENT ACTIVITIES WILL MEET DIFFERENT OBJECTIVES, DESCRIBE HOW EACH ACTIVITY WILL MEET ONE OR MORE OF THE OBJECTIVES.]***

C. Levels of Accomplishment - Goals and Performance Measures

The Subrecipient shall perform the Activities in accordance with the following performance measures, quantified in the units described below (collectively, the ***"Performance Measures"***):

<u>Activity</u>	<u>Unit Type</u>	<u>Units per Month</u>	<u>Total Units/Year</u>
Activity #1	<i>[INSERT UNIT OF MEASUREMENT TO BE USED, E.G., NUMBER OF PERSONS ASSISTED, NUMBER OF MEALS SERVED, NUMBER OF HOUSING UNITS REHABILITATED, ETC.)</i>		
Activity #2			
Activity #3			
<i>[INSERT ADDITIONAL LINES AS NECESSARY.]</i>			

D. Staffing

The Subrecipient shall perform the Activities using the following personnel and in accordance with the following allocation of time for each person:

<u>Activity</u>	<u>Personnel</u>	<u>General Responsibilities</u>	<u>Time Allocation</u> (Hours Per Week)
Activity #1			
Activity #2			
Activity #3			
[<i>INSERT ADDITIONAL LINES AS NECESSARY.</i>]			

The Subrecipient shall not make any changes in the personnel assigned, their general responsibilities, or their time allocation under this Agreement without the prior written approval of the Grantee.

E. Performance Monitoring

On an annual basis, or on a more frequent basis if required by HUD, the Grantee will evaluate the Subrecipient's performance of the Activities to determine: (1) the Subrecipient's compliance with this Agreement and the Requirements of Law; and (2) the Subrecipient's progress attaining the Performance Measures ("***Performance Review***"). The Grantee shall notify the Subrecipient of the results of each Performance Review within 45 days after the conclusion of the Performance Review. Failure to perform the Activities in accordance with the Requirements of Law and the Performance Measures will constitute an act of default under this Agreement. If action to correct any default is not taken by the Subrecipient within 30 days after receipt of notice from the Grantee, the Grantee may immediately suspend the disbursement of all CDBG Grant funds and terminate this Agreement.

II. TIME OF PERFORMANCE

The Subrecipient shall commence the Activities on March 20, 2021, and shall complete the Activities no later than September 30, 2022 ("***Time of Performance***"). The Time of Performance shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income (as defined in 24 CFR 570.500), during which time all of the terms and provisions of this Agreement shall be in full force and effect and binding upon the Subrecipient.

III. BUDGET

The Subrecipient must perform the Activities in accordance with the following budget.

<u>Line Item</u>	<u>Amount</u>
Activity 1	

Activity 2	
[INSERT ACTIVITIES AS NECESSARY]	
Fringe	
Office Space (program only)	
Utilities	
Communications	
Reproduction/Printing	
Supplies and Materials	
Mileage	
Audit and Performance Review	
[INSERT OTHER LINES AS NECESSARY]	
TOTAL	

At any time during the Time of Performance, the Grantee may, in its discretion, require the Subrecipient to provide to the Grantee a supplementary budget or a more detailed budget for the performance of the Activities. The Subrecipient must provide a supplementary or more detailed budget to the Grantee no later than 30 days after receipt of a written request from the Grantee. The Subrecipient shall not amend the budget set forth in this Section III, or any supplementary or more detailed budget submitted to the Grantee pursuant to this Section III, without the prior written approval of the Grantee.

IV. **PAYMENT**

The total amount of CDBG CV3 Grant funds paid by the Grantee to the Subrecipient for the performance of the Activities under this Agreement shall not exceed \$ _____. Payment of CDBG-CV3 Grant funds shall be made only for eligible expenses and general administration and shall be made in accordance with 2 CFR 200.305, against the line items within the budget set forth in Section III of this Agreement, and based upon the Subrecipient's progress toward attaining the Performance Measures. The Subrecipient shall maintain a financial management system and internal controls in accordance with 2 CFR 200.302 and 2 CFR 200.303.

The Grantee may suspend or withhold the payment of CDBG Grant funds to, and may recover any unspent CDBG-CV3 Grant funds from, the Subrecipient if the Grantee determines, in its sole discretion, that the Subrecipient has failed to perform any of its obligations in accordance with, or has violated, this Agreement or the Requirements of Law.

V. **NOTICES**

Notices required by this Agreement shall be in writing and delivered via U.S. mail

(postage prepaid), commercial courier, or personal delivery. Any notice delivered or sent as aforesaid shall be effective on the date of delivery. All notices and other written communications under this Agreement shall be addressed to the people set forth below, unless modified by subsequent written notice.

Notices concerning this Agreement shall be directed to the following contract representatives:

If to Grantee: City of Des Plaines
1420 Miner Street
Des Plaines, IL 60016
Attention: Davorka Kirincic, CDBG Administrator

If to Subrecipient: _____

Attention: _____

VI. SPECIAL CONDITIONS

[INSERT ANY SPECIAL CONDITIONS APPLICABLE TO THE PARTICULAR ACTIVITY OR SUBRECIPIENT. IF NONE, INSERT: "THIS SECTION INTENTIONALLY LEFT BLANK."]

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient shall perform the Activities and all of its other obligations under this Agreement in accordance with the Requirements of Law, including, without limitation, all applicable requirements of 24 CFR Part 570, including, without limitation, subpart K of Part 570, and of 2 CFR Part 200. The Subrecipient shall utilize CDBG-CV Grant funds received pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended or shall be construed to create or establish the relationship of employer/employee, principal/agent, or joint ventures between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the Activities to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, PICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee, and its officials, officers, employees, agents, and representatives, from and against any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance of or failure to perform the Activities and the Subrecipient's other obligations under this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement in accordance with the Requirements of Law.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect the CDBG-CV3 Grant funds disbursed to the Subrecipient pursuant to this Agreement, and all property and other assets purchased in whole or in part with CDBG-CV3 Grant funds, from loss due to theft, fraud and/or undue physical damage, and at a minimum shall purchase a blanket fidelity bond covering all of its employees in an amount equal to the CDBG-CV3 Grant fund cash advances from the Grantee. The Subrecipient shall name the Grantee as additional insured on all insurance policies required by this Subsection.

F. Grantee Recognition

The Subrecipient shall recognize the role of HUD and the Grantee in providing services through this Agreement. All activities, facilities, and items performed and utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee and Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, signed by a duly authorized representative of each organization, and approved by the Subrecipient's and the Grantee's respective governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from their obligations under this Agreement.

The Grantee may, in its sole discretion, amend this Agreement as necessary to conform with Federal, state, or local governmental laws, regulations, guidelines, policies, and changes to available funding amounts by providing written notice to Subrecipient of such amendments.

H. Suspension or Termination

In accordance with 2 CFR 200.338 and 2 CFR 200.339, the Grantee may, without limitation of other available remedies at law or in equity, withhold payments of the CDBG Grant funds, disallow the use of CDBG-CV3 Grant funds for all or part of the cost of an Activity, or suspend or terminate all or any part of payment of the CDBG-CV3 Grant funds or this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement. Material failures to comply with this Agreement include (but are not limited to) the following:

1. Failure by the Subrecipient to comply with any of the provisions of this Agreement and the Requirements of Law;
2. Failure by the Subrecipient to perform its obligations in accordance with this Agreement;
3. Improper use of CDBG-CV3 Grant funds provided to the Subrecipient under this Agreement; and
4. Submission by the Subrecipient to the Grantee of reports, documents, statements, or any other information that is late, incorrect, inaccurate, incomplete, or misleading or fraudulent in any material respect.

In accordance with 2 CFR 200.339, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by written notification to HUD setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion of the CDBG-CV3 Grant to be terminated. In the case of partial termination, if HUD determines that the remaining portion of the CDBG-CV3 Grant will not accomplish the purpose for which the award was made, HUD may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient shall comply with the standards and requirements of 24 CFR 570.502 and of 2 CFR Part 200, Subpart D, including, without limitation, the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in accordance with the cost principles set forth in 2 CFR Part 200, Subpart E. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Duplication of Benefits; Subrogation

The Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442), which amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155).

If Sub-Recipient receives duplicate benefits from another source, Sub-Recipient must refund the benefits provided by the Grantee to the Subrecipient. Subrecipient must execute and deliver to the Grantee a Duplication of Benefits and Subrogation Agreement (“Duplication of Benefits Certification”), in the form attached hereto as Attachment A. Subrecipient shall comply with all terms and conditions of the Duplication of Benefits Certification, including, without limitation, Subrecipient’s obligation to promptly notify the Grantee of any disaster assistance received from any other source.

C. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by 2 CFR 200.333 and 24 CFR 570.506 that are pertinent to the Activities to be funded under this Agreement (collectively, “**Records**”). These Records shall include, without limitation:

- a. Records providing a full description of each Activity undertaken;
- b. Records demonstrating that each Activity was undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of Activities for funding under this Agreement;
- d. Records documenting compliance with equal opportunity requirements of the CDBG Program;
- e. Financial Records, as required by 24 CFR 570.502; 2 CFR Part 200, Subpart D; and 24 CFR 84.21 through 84.28, following the standards set forth in 24 CFR 85.20, including, without limitation, accounting records with source documentation, including, without limitation, cancelled checks, paid bills, payroll records, detailed time and

- attendance records showing the amount of time spent by Subrecipient personnel in the performance of the Activities, and contract and subcontract award documents; and
- f. All Records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial Records, supporting documents, statistical Records, and all other Records related to this Agreement and the performance of the Activities pursuant to this Agreement for a period of three years after the date that the Grantee submits, as part of Grantee's annual performance and evaluation report to HUD, its final report to HUD regarding the Activities supported pursuant to this Agreement ("***Retention Period***"). Notwithstanding the preceding sentence, if any litigation, claims, audits, negotiations or other actions involving the Records (collectively, "***Actions***") accrue before the expiration of the Retention Period, then the Records must be retained by the Subrecipient until the Actions are fully resolved or the expiration of the Retention Period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided in connection with the Activities. Such data shall include, but not be limited to, each client's name, address, social security number, income level or other basis for determining eligibility, and a description of service provided. Such information shall be made available to Grantee or its designees on a quarterly basis during the Performance Review or upon request by the Grantee.

4. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to the Activities and services performed and provided pursuant to this Agreement, is prohibited unless written consent is obtained from the client or, in the case of a minor client, the minor's parent or guardian; provided, however, that Subrecipient shall furnish to the Grantee all Records requested by the Grantee for the purpose of complying with the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*

5. Close-outs

The Subrecipient's obligations to the Grantee shall not end until all close-out requirements are completed in accordance with 2 CFR 200.343, as determined by the Grantee in its sole discretion. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of all funds, and

property and other assets purchased with funds, disbursed under this Agreement (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect and binding upon the Subrecipient during any period that the Subrecipient has control over CDBG funds or property, including program income.

6. Audits & Inspections

The Subrecipient shall provide all Records to the Grantee, HUD, and the Comptroller General of the United States, or any of their authorized representatives, at any time during normal business hours, as often they deem necessary, to audit, examine, and make copies, excerpts, or transcripts of such Records. Minimally, the Subrecipient shall provide all Records to the Grantee during each Performance Review conducted by Grantee in accordance with Section I.E of this Agreement.

Any violations of this Agreement or the Requirements of Law, or any other deficiency discovered during a Performance Review or audit of the Subrecipient must be fully cured by the Subrecipient, to the satisfaction of the Grantee, HUD, or the Comptroller General of the United States, in their sole discretion, within 30 days after receipt by the Subrecipient of notice of the violations or deficiencies. Failure of the Subrecipient to comply with the requirements of this Section is an event of default under this Agreement and may, without limitation of other available remedies, result in the withholding and recovery of CDBG Grant fund payments to the Subrecipient under this Agreement. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with applicable OMB Circulars.

D. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall submit monthly written reports in a form acceptable to the Grantee of all program income (as defined at 24 CFR 570.500(a)) generated by Activities carried out with CDBG-CV3 Grant funds provided to the Subrecipient under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth in 24 CFR 570.504. Additionally, the Subrecipient shall use program income during the Time of Performance of this Agreement to fund the Activities under this Agreement and shall reduce requests for CDBG-CV3 funds by the amount of program income expended on the Activities. All unexpended program income shall be returned to the Grantee at the end of the Time of Performance. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

The Subrecipient shall keep a record of all indirect costs in the manner required by HUD. Indirect costs are costs incurred for a common or joint purpose benefiting more than one cost objective but not readily assignable to those cost objectives without effort disproportionate to the results achieved. However, the Subrecipient acknowledges and agrees that it may not charge or seek payment for, and the Grantee shall not pay, any indirect costs.

3. Payment Procedures

The Subrecipient shall submit payment requests to the Grantee on a form acceptable to the Grantee in its sole discretion. The Grantee will pay to the Subrecipient CDBG Grant funds available under this Agreement in accordance with the Subrecipient's progress in attaining the Performance Measures set forth in Section I.C of this Agreement, the budget set forth in Section III of this Agreement, and Grantee policy concerning payments. With the exception of certain advances, payments will be made for, and shall not exceed, eligible expenses actually incurred by the Subrecipient. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. The Grantee reserves the right to use funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall, in accordance with 2 CFR 200.328, submit to the Grantee quarterly progress reports using information collection standards approved by the United States Office of Management and Budget regarding the performance of the Activities and the expenditure of CDBG-CV3 Grant funds in a form acceptable to the Grantee in its sole discretion. The Subrecipient shall also meet with the Grantee upon request to discuss the Grantee's performance under this Agreement.

E. Procurement

1. Compliance

The Subrecipient shall comply with the requirements of 2 CFR 200.317 through 2 CFR 200.326 and the Grantee's purchasing policy for the procurement of all property and equipment pursuant to this Agreement and shall maintain inventory records of all non-expendable personal property procured with funds provided pursuant to this Agreement. The Subrecipient shall convey to the Grantee all program assets (including, without limitation, unexpended program income and personal property purchased with CDBG-CV3 funds or program income) upon the termination or expiration of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the applicable requirements of 24 CFR 84.40 through 24 CFR 84.48 and 2 CFR 200.317 through 2 CFR 200.326.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the Chicago metropolitan area to be paid for with funds provided under this Agreement.

F. Use and Reversion of Assets

The use and disposition of equipment under this Agreement shall comply with the requirements of 2 CFR 200.310 through 200.316, 24 CFR Part 84, and 24 CFR 570.502, 570.503, and 570.504, as applicable, including, without limitation, the following requirements:

1. The Subrecipient shall transfer to the Grantee any CDBG-CV3 Grant funds on hand, and any program income, and any accounts receivable attributable to the use of CDBG-CV3 Grant funds under this Agreement at the time of expiration, cancellation, or termination of this Agreement.
2. If the Subrecipient sells equipment acquired, in whole or in part, with CDBG Grant funds under this Agreement, the pro-rata portion of the sale proceeds that correspond to the amount of CDBG-CV3 Grant funds used to acquire the equipment shall be program income. Equipment not needed by the Subrecipient to perform Activities under this Agreement shall be either: (a) transferred to the Grantee for use by the CDBG Program; or (b) retained by the Subrecipient after paying the Grantee an amount equal to the amount of the fair market value of the equipment attributable to the amount of CDBG-CV3 Grant funds used to acquire the equipment.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

The Subrecipient agrees to comply with the applicable provisions of (1) Title VI of the Civil Rights Act of 1964, as amended; (2) Title VIII of the Civil Rights Act of 1968, as amended; (3) Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; (4) the Americans with Disabilities Act of 1990, as amended; (5) the Age Discrimination Act of 1975, as amended; (6) Executive Order 11063; and the laws, regulations, and executive orders referenced in 24 CFR 570.607.

The Subrecipient also agrees to comply with all Federal regulations promulgated under Section 504 of the Rehabilitation Act of 1973, 29 U S C 794, which prohibits discrimination against individuals with disabilities or handicaps in any Federally-assisted program.

B. Affirmative Action

1. Approved Plan

Before the payment of any CDBG-CV3 Grant funds pursuant to this Agreement, the Subrecipient shall submit a plan for an Affirmative Action Program to Grantee for approval. The Subrecipient agrees that it shall carry out the Affirmative Action Program in accordance with the approved plan and with the principles provided in the President's Executive Order 11246 of September 24, 1966.

2. Access to Records

The Subrecipient shall maintain and, upon request by the Grantee, HUD, their agents, or other authorized federal officials, furnish, and cause each of its subrecipients and subcontractors to furnish, all plans, records, documents, and other information required to be maintained pursuant to, or necessary to demonstrate compliance with, this Section IX.B.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice at conspicuous places accessible and visible to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will cause the provisions of Sections IX.A and IX.B of this Agreement, and the language required therein, to be included in every contract, subcontract, or purchase order with the Subrecipient's sub-recipients, contractors, or subcontractors so that such provisions will be binding upon those sub-recipients, contractors, or subcontractors.

C. Prohibited Activities

The Subrecipient is prohibited from using funds received under this Agreement or personnel employed in the administration of the Subrecipient Program or Activities for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee, which consent may be denied in the Grantee's sole discretion; provided, however, that claims for money due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts to perform the Activities or any of the Subrecipient's other obligations under this Agreement without first obtaining the written consent of the Grantee, which consent may be denied in the Grantee's sole discretion. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

b. Monitoring

The Subrecipient must regularly review all subcontracted services to assure compliance with the Requirements of Law, the provisions of this Agreement, and the provisions of the subcontract. The Subrecipient shall prepare written reports documenting its review of the subcontracted services, which reports must include, without limitation, the dates of the review, any compliance failures by subcontractors found by the Subrecipient, and the actions taken by the Subrecipient to cause the subcontractors to come into compliance. The Subrecipient shall provide these written reports to the Grantee upon request and whenever a report includes findings that a subcontractor failed to comply with the Requirements of Law, the provisions of this Agreement, or the provisions of the subcontract.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed by the Subrecipient and a subrecipient or subcontractor in connection with the performance of this

Agreement.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent expended on or used to support the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200.318, 24 CFR 84.42, and 24 CFR 570.611, as applicable, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-CV-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-CV assisted activity, or with respect to the proceeds from the CDBG-CV-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an

employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. The Subrecipient will require that the language of this Section IX.D.5 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this Agreement results in any copyrightable work, material, or inventions, the Subrecipient shall, and does hereby, grant to Grantee and the grantor agency the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work, material, or inventions for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Des Plaines

[Insert Name of Organization]

By: _____
City Manager

By: _____

Attest: _____
City Clerk

Title: _____

Countersigned: _____
Director of
Finance

DUNS I.D. # _____

Fed. I.D. # _____

Approved as to form and legal
sufficiency:

Affirmative action approval:

City General Counsel

Contract Compliance Supervisor

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The certification set out below is a material representation upon which reliance is placed by the U.S. Department of Housing and Urban Development in awarding the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the U.S. Department of Housing and Urban Development, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

CERTIFICATION

- A. The Sub-recipient certifies that it will provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be undertaken against employees for violations of such prohibitions;
 - (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - (e) Notifying the U.S. Department of Housing and Urban Development within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
 - (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by

a Federal, State, or local health, law enforcement, or other appropriate agency;

- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

- B. The Sub-recipient shall insert in the space provided on the attached "Place of Performance" form the site(s) for the performance of work to be carried out with the grant funds (including street address, city, county, state, and zip code). The grantee further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the grant, it shall notify the U.S. Department of Housing and Urban Development immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

**PLACE OF PERFORMANCE FOR CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENTS**

Name of Grantee: [Click here and type name]

Grant Program Name: [Click here and type name]

Grant Number: [Click here and type number]

Date: [Click here and insert date]

The grantee shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification if different than above.

Place of Performance (include street address, city, county, state, zip code for each site):

ATTACHMENT A

Duplication of Benefits Certification

In consideration of Sub-recipient's receipt of funds or the commitment of funds by the City of Des Plaines, Sub-recipient hereby assigns to the City of Des Plaines all of Sub-recipient's future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies or coverage or any other reimbursement or relief program related to or administered by the Federal Emergency Management Agency (FEMA), the Small Business Administration (SBA) or any other source of funding that were the basis of the calculation of the portion of the Community Development Block CARES Act (CDBG-CV3) funding transferred to the Sub-recipient under the Sub-recipient Agreement for Community Development Block Grant Coronavirus Program entered into by and between the City of Des Plaines, Illinois, and Center of Concern _____ 2021. Any such funds received by the Sub-recipient shall be referred to herein as "additional funds."

Additional funds received by the Sub-recipient that that are determined to be a Duplication of Benefits ("DOB") shall be referred to herein as "DOB Funds." Sub-Recipient agrees to immediately notify the City of Des Plaines of the source and receipt of additional funds related to the Covid-19 pandemic. The City of Des Plaines shall notify the Federal awarding agency of the additional funding reported by Sub-Recipient to the City of Des Plaines. Sub-recipient agrees to reimburse the City of Des Plaines for any additional funding received by the Sub-recipient if such additional funding is determined to be a DOB by the City of Des Plaines the Federal awarding agency or an auditing agency. Sub-recipient further agrees to apply for additional funds that the Sub-recipient may be entitled to under any applicable Disaster Program in an effort to maximize funding sources available to the Sub-recipient and the City of Des Plaines.

Sub-recipient acknowledges that in the event that Sub-recipient makes or files any false, misleading, or fraudulent statement and/or omits or fails to disclose any material fact in connection with the funding under this Agreement, Sub-recipient may be subject to civil and/or criminal prosecution by federal, State and/or local authorities. In any proceeding to enforce this Agreement, the Grantee shall be entitled to recover all costs of enforcement, including actual attorney's fees.

Sub-recipient: _____

Signed: _____
Its Duly Authorized Agent

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A**FY2020 Income Limits**

Cook County, Illinois										
FY 2020 Income Limit Area	Median Income	FY 2020 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Cook County	\$91,000	Extremely Low (30%)	\$19,150	\$21,850	\$24,600	\$27,300	\$30,680	\$35,160	\$39,640	\$44,120
		Very Low (50%)	\$31,850	\$36,400	\$40,950	\$45,500	\$49,150	\$52,800	\$56,450	\$60,100
		Low (80%)	\$51,000	\$58,250	\$65,550	\$72,800	\$78,650	\$84,450	\$90,300	\$96,100

EXHIBIT B

Program Application

EXHIBIT B

**SUB-RECIPIENT AGREEMENT BETWEEN
THE CITY OF DES PLAINES, ILLINOIS,
AND
[NON-GOVERNMENTAL SUB-RECIPIENT]
FOR
[NAME OF CDBG CARES ACT CV3 SMALL BUSINESS PROGRAM]**

THIS SUB-RECIPIENT AGREEMENT ("***Agreement***") is entered this ____ day of ____, 2021 by and between the City of Des Plaines, an Illinois home-rule municipality ("***Grantee***") and _____ ("***Sub-recipient***").

WHEREAS, on February 16, 2021, the corporate authorities of the Grantee approved: (i) Resolution No. R-43-21, amend its 2015-2019 Consolidated Plan and Program Year (PY) 2019 Annual Action Plan (collectively, the PY2019 City of Des Plaines CARES Act Amendment CV3) to incorporate the receipt of the third round of Community Development Block Grant (CDBG) funding to prevent, prepare for, and respond to the Covid-19 ("***CDBG-CV3 Program***") administered by the United States Department of Housing and Urban Development ("***HUD***"); and

WHEREAS, the Grantee submitted the PY2019 City of Des Plaines CARES Act Amendment CV3 and an application for a CDBG-CV3 Program grant to HUD pursuant to Title I of the Housing and Community Development Act of 1974 as amended ("***HCD Act***"); and

WHEREAS, HUD has awarded Grantee a grant of funds under the CDBG Program to prevent, prepare for, and respond to the Covid-19 ("***CDBG-CV3 Grant***"); and

WHEREAS, the Grantee desires to utilize the CDBG-CV3 Grant to engage the Sub-recipient to perform, and the Sub-recipient desires to receive a portion of the CDBG-CV3 Grant to perform, public services and activities to help implement the objectives of the CDBG-CV3 Program, and the PY2019 City of Des Plaines CARES Act Amendment CV3, all in accordance with the HCD Act, the regulations promulgated thereunder, and all other applicable federal, state, and local laws, ordinances, and regulations (collectively, the "***Requirements of Law***"); and

WHEREAS, the Grantee and the Sub-recipient desire to enter into this Agreement to set forth their respective rights and obligations with respect to the use of the CDBG-CV3 Grant and the performance of the Economic Development Small Business Assistance Program described in the formal application included in ***Exhibit B*** attached to and made a part of this Agreement;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE**A. CDBG-CV3 Grant**

The CDBG Grant is part of the following federal award:

CFDA Title:	Community Development Block Grants/Entitlement Grants
CFDA Number:	14.218
Award Name:	Community Development Block Grants-CV3
Award Number:	B-20-MW-17-0009
Award Year:	2020
R&D Award:	No
Federal Agency:	United States Department of Housing and Urban Development, Office of Community Planning and Development

B. Activities

The Sub-recipient shall use CDBG-CV3 Grant funds to administer the Economic Development **Small Business Assistance Program** during CDBG Program Year 2019 (***“Sub-recipient Program”***) in a manner satisfactory to the Grantee, consistent with any standards required by HUD as a condition of the CDBG-CV3 Grant, and in accordance with the Requirements of Law and this Agreement. The Sub-recipient shall expend CDBG-CV3 Grant funds solely to perform and complete the activities eligible for funding under the CDBG-CV3 Program (collectively, the ***“Activities”***):

Program Delivery Activities

The Sub-recipient will operate a program that provides grants to small businesses to prevent, prepare for, and respond to the Covid-19 pandemic, as outlined in the application attached hereto as Exhibit B

C. National Objectives

The Activities must, pursuant to and in accordance with 24 CFR 570.200(a) (2) and 24 CFR 570.208, meet one of the following of the CDBG Program’s National Objectives: (1) benefit low- and moderate-income persons; (2) aid in the prevention or elimination of slums or blight; or (3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient hereby certifies that the Activities carried out under this Agreement will meet [***INSERT NATIONAL OBJECTIVE OR OBJECTIVES THAT WILL BE MET***] as follows: [***INSERT DESCRIPTION OF HOW NATIONAL OBJECTIVE(S) WILL BE MET. IF DIFFERENT ACTIVITIES WILL MEET DIFFERENT OBJECTIVES, DESCRIBE HOW EACH ACTIVITY WILL MEET ONE OR MORE OF THE OBJECTIVES.***].

C. Levels of Accomplishment - Goals and Performance Measures

The Sub-recipient shall perform the Activities in accordance with the following performance measures, quantified in the units described below (collectively, the “*Performance Measures*”):

<u>Activity</u>	<u>Unit Type</u>	<u>Units per Month</u>	<u>Total Units/Year</u>
Activity #1	<i>[INSERT UNIT OF MEASUREMENT TO BE USED, E.G., NUMBER OF PERSONS ASSISTED, NUMBER OF MEALS SERVED, NUMBER OF HOUSING UNITS REHABILITATED, ETC.)</i>		
Activity #2			
Activity #3			
<i>[INSERT ADDITIONAL LINES AS NECESSARY.]</i>			

D. Staffing

The Sub-recipient shall perform the Activities using the following personnel and in accordance with the following allocation of time for each person:

<u>Activity</u>	<u>Personnel</u>	<u>General Responsibilities</u>	<u>Time Allocation (Hours Per Week)</u>
Activity #1			
Activity #2			
Activity #3			
<i>[INSERT ADDITIONAL LINES AS NECESSARY.]</i>			

The Sub-recipient shall not make any changes in the personnel assigned, their general responsibilities, or their time allocation under this Agreement without the prior written approval of the Grantee.

E. Performance Monitoring

On an annual basis, or on a more frequent basis if required by HUD, the Grantee will evaluate the Sub-recipient's performance of the Activities to determine: (1) the Sub-recipient's compliance with this Agreement and the Requirements of Law; and (2) the Sub-recipient's progress attaining the Performance Measures ("**Performance Review**"). The Grantee shall notify the Sub-recipient of the results of each Performance Review within 45 days after the conclusion of the Performance Review. Failure to perform the Activities in accordance with the Requirements of Law and the Performance Measures will constitute an act of default under this Agreement. If action to correct any default is not taken by the Sub-recipient within 30 days after receipt of notice from the Grantee, the Grantee may immediately suspend the disbursement of all CDBG Grant funds and terminate this Agreement.

II. TIME OF PERFORMANCE

The Sub-recipient shall commence the Activities on March 1, 2021, and shall complete the Activities no later than September 30, 2022 ("**Time of Performance**"). The Time of Performance shall be extended to cover any additional time period during which the Sub-recipient remains in control of CDBG funds or other CDBG assets, including program income (as defined in 24 CFR 570.500), during which time all of the terms and provisions of this Agreement shall be in full force and effect and binding upon the Sub-recipient.

III. BUDGET

The Sub-recipient must perform the Activities in accordance with the following budget.

<u>Line Item</u>	<u>Amount</u>
Activity 1	
Activity 2	
[INSERT ACTIVITIES AS NECESSARY]	
Fringe	
Office Space (program only)	
Utilities	
Communications	
Reproduction/Printing	
Supplies and Materials	
Mileage	
Audit and Performance Review	
[INSERT OTHER LINES AS NECESSARY]	
TOTAL	

At any time during the Time of Performance, the Grantee may, in its discretion, require the Sub-recipient to provide to the Grantee a supplementary budget or a more detailed budget for the performance of the Activities. The Sub-recipient must provide a supplementary or more detailed budget to the Grantee no later than 30 days after receipt of a written request from the Grantee. The Sub-recipient shall not amend the budget set forth in this Section III, or any supplementary or more detailed budget submitted to the Grantee pursuant to this Section III, without the prior written approval of the Grantee.

IV. **PAYMENT**

The total amount of CDBG CV3 Grant funds paid by the Grantee to the Sub-recipient for the performance of the Activities under this Agreement shall not exceed \$ _____. Payment of CDBG-CV3 Grant funds shall be made only for eligible expenses and general administration and shall be made in accordance with 2 CFR 200.305, against the line items within the budget set forth in Section III of this Agreement, and based upon the Sub-recipient's progress toward attaining the Performance Measures. The Sub-recipient shall maintain a financial management system and internal controls in accordance with 2 CFR 200.302 and 2 CFR 200.303.

The Grantee may suspend or withhold the payment of CDBG Grant funds to, and may recover any unspent CDBG-CV3 Grant funds from, the Sub-recipient if the Grantee determines, in its sole discretion, that the Sub-recipient has failed to perform any of its obligations in accordance with, or has violated, this Agreement or the Requirements of Law.

V. **NOTICES**

Notices required by this Agreement shall be in writing and delivered via U.S. mail (postage prepaid), commercial courier, or personal delivery. Any notice delivered or sent as aforesaid shall be effective on the date of delivery. All notices and other written communications under this Agreement shall be addressed to the people set forth below, unless modified by subsequent written notice.

Notices concerning this Agreement shall be directed to the following contract representatives:

If to Grantee: City of Des Plaines
 1420 Miner Street
 Des Plaines, IL 60016
 Attention: Davorka Kirincic, CDBG Administrator

If to Sub-recipient: _____

Attention: _____

VI. SPECIAL CONDITIONS

[INSERT ANY SPECIAL CONDITIONS APPLICABLE TO THE PARTICULAR ACTIVITY OR SUB-RECIPIENT. IF NONE, INSERT: "THIS SECTION INTENTIONALLY LEFT BLANK."]

VII. GENERAL CONDITIONS

A. General Compliance

The Sub-recipient shall perform the Activities and all of its other obligations under this Agreement in accordance with the Requirements of Law, including, without limitation, all applicable requirements of 24 CFR Part 570, including, without limitation, subpart K of Part 570, and of 2 CFR Part 200. The Sub-recipient shall utilize CDBG-CV Grant funds received pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended or shall be construed to create or establish the relationship of employer/employee, principal/agent, or joint ventures between the parties. The Sub-recipient shall at all times remain an "independent contractor" with respect to the Activities to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, PICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-recipient is an independent contractor.

C. Hold Harmless

The Sub-recipient shall hold harmless, defend and indemnify the Grantee, and its officials, officers, employees, agents, and representatives, from and against any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-recipient's performance of or failure to perform the Activities and the Sub-recipient's other obligations under this Agreement.

D. Workers' Compensation

The Sub-recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement in accordance with the Requirements of Law.

E. Insurance & Bonding

The Sub-recipient shall carry sufficient insurance coverage to protect the CDBG-CV3 Grant funds disbursed to the Sub-recipient pursuant to this Agreement, and all property and other assets purchased in whole or in part with CDBG-CV3 Grant funds, from loss due to theft, fraud and/or undue physical damage, and at a minimum shall purchase a blanket fidelity bond covering all of its employees in an amount equal to the CDBG-CV3 Grant fund cash advances from the Grantee. The Sub-recipient shall name the Grantee as additional insured on all insurance policies required by this Subsection.

F. Grantee Recognition

The Sub-recipient shall recognize the role of HUD and the Grantee in providing services through this Agreement. All activities, facilities, and items performed and utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee and Sub-recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, signed by a duly authorized representative of each organization, and approved by the Sub-recipient's and the Grantee's respective governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub-recipient from their obligations under this Agreement.

The Grantee may, in its sole discretion, amend this Agreement as necessary to conform with Federal, state, or local governmental laws, regulations, guidelines, policies, and changes to available funding amounts by providing written notice to Sub-recipient of such amendments.

H. Suspension or Termination

In accordance with 2 CFR 200.338 and 2 CFR 200.339, the Grantee may, without limitation of other available remedies at law or in equity, withhold payments of the CDBG Grant funds, disallow the use of CDBG-CV3 Grant funds for all or part of the cost of an Activity, or suspend or terminate all or any part of payment of the CDBG-CV3 Grant funds or this Agreement if the Sub-recipient materially fails to comply with any terms of this Agreement. Material failures to comply with this Agreement include (but are not limited to) the following:

1. Failure by the Sub-recipient to comply with any of the provisions of this Agreement and the Requirements of Law;
2. Failure by the Sub-recipient to perform its obligations in accordance with this Agreement;

3. Improper use of CDBG-CV3 Grant funds provided to the Sub-recipient under this Agreement; and
4. Submission by the Sub-recipient to the Grantee of reports, documents, statements, or any other information that is late, incorrect, inaccurate, incomplete, or misleading or fraudulent in any material respect.

In accordance with 2 CFR 200.339, this Agreement may also be terminated for convenience by either the Grantee or the Sub-recipient, in whole or in part, by written notification to HUD setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion of the CDBG-CV3 Grant to be terminated. In the case of partial termination, if HUD determines that the remaining portion of the CDBG-CV3 Grant will not accomplish the purpose for which the award was made, HUD may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-recipient shall comply with the standards and requirements of 24 CFR 570.502 and of 2 CFR Part 200, Subpart D, including, without limitation, the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-recipient shall administer its program in accordance with the cost principles set forth in 2 CFR Part 200, Subpart E. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Duplication of Benefits; Subrogation

The Sub-recipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442), which amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155).

If Sub-Recipient receives duplicate benefits from another source, Sub-Recipient must refund the benefits provided by the Grantee to the Sub-recipient. Sub-recipient must execute and deliver a Duplication of Benefits and Subrogation

Agreement (“Duplication of Benefits Certification”), in the form attached hereto as Attachment A. Sub-recipient shall comply with all terms and conditions of the Duplication of Benefits Certification, including, without limitation, Sub-recipient’s obligation to promptly notify the Grantee of any disaster assistance received from any other source.

C. Documentation and Record Keeping

1. Records to be Maintained

The Sub-recipient shall maintain all records required by 2 CFR 200.333 and 24 CFR 570.506 that are pertinent to the Activities to be funded under this Agreement (collectively, “**Records**”). These Records shall include, without limitation:

- a. Records providing a full description of each Activity undertaken;
- b. Records demonstrating that each Activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of Activities for funding under this Agreement;
- d. Records documenting compliance with equal opportunity requirements of the CDBG Program;
- e. Financial Records, as required by 24 CFR 570.502; 2 CFR Part 200, Subpart D; and 24 CFR 84.21 through 84.28, in accordance with the standards set forth in 24 CFR 85.20, including, without limitation, accounting records with source documentation, including, without limitation, cancelled checks, paid bills, payroll records, detailed time and attendance records showing the amount of time spent by Sub-recipient personnel in the performance of the Activities, and contract and subcontract award documents; and
- f. All Records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Sub-recipient shall retain all financial Records, supporting documents, statistical Records, and all other Records related to this Agreement and the performance of the Activities pursuant to this Agreement for a period of three years after the date that the Grantee submits, as part of Grantee’s annual performance and evaluation report to HUD, its final report to HUD regarding the Activities supported pursuant to this Agreement (“**Retention Period**”). Notwithstanding the preceding sentence, if any litigation, claims, audits, negotiations or other actions involving the Records (collectively, “**Actions**”) accrue before the expiration of the Retention Period, then the Records must be retained by the Sub-recipient until the Actions are fully resolved or the expiration of the Retention Period, whichever occurs later.

3. Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided in connection with the Activities. Such data shall include, but not be limited to, each client's name, address, social security number, income level or other basis for determining eligibility, and a description of service provided. Such information shall be made available to Grantee or its designees on a quarterly basis during the Performance Review or upon request by the Grantee.

4. Disclosure

The Sub-recipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Sub-recipient's responsibilities with respect to the Activities and services performed and provided pursuant to this Agreement, is prohibited unless written consent is obtained from the client or, in the case of a minor client, the minor's parent or guardian; provided, however, that Sub-recipient shall furnish to the Grantee all Records requested by the Grantee for the purpose of complying with the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*

5. Close-outs

The Sub-recipient's obligations to the Grantee shall not end until all close-out requirements are completed in accordance with 2 CFR 200.343, as determined by the Grantee in its sole discretion. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of all funds, and property and other assets purchased with funds, disbursed under this Agreement (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect and binding upon the Sub-recipient during any period that the Sub-recipient has control over CDBG funds or property, including program income.

6. Audits & Inspections

The Sub-recipient shall provide all Records to the Grantee, HUD, and the Comptroller General of the United States, or any of their authorized representatives, at any time during normal business hours, as often they deem necessary, to audit, examine, and make copies, excerpts, or transcripts of such Records. Minimally, the Sub-recipient shall provide all Records to the Grantee during each Performance Review conducted by Grantee in accordance with Section I.E of this Agreement.

Any violations of this Agreement or the Requirements of Law, or any other deficiency discovered during a Performance Review or audit of the Sub-recipient

must be fully cured by the Sub-recipient, to the satisfaction of the Grantee, HUD, or the Comptroller General of the United States, in their sole discretion, within 30 days after receipt by the Sub-recipient of notice of the violations or deficiencies. Failure of the Sub-recipient to comply with the requirements of this Section is an event of default under this Agreement and may, without limitation of other available remedies, result in the withholding and recovery of CDBG Grant fund payments to the Sub-recipient under this Agreement. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with applicable OMB Circulars.

D. Reporting and Payment Procedures

1. Program Income

The Sub-recipient shall submit monthly written reports in a form acceptable to the Grantee of all program income (as defined at 24 CFR 570.500(a)) generated by Activities carried out with CDBG-CV3 Grant funds provided to the Sub-recipient under this Agreement. The use of program income by the Sub-recipient shall comply with the requirements set forth in 24 CFR 570.504. Additionally, the Sub-recipient shall use program income during the Time of Performance of this Agreement to fund the Activities under this Agreement and shall reduce requests for CDBG-CV3 funds by the amount of program income expended on the Activities. All unexpended program income shall be returned to the Grantee at the end of the Time of Performance. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

The Sub-recipient shall keep a record of all indirect costs in the manner required by HUD. Indirect costs are costs incurred for a common or joint purpose benefiting more than one cost objective but not readily assignable to those cost objectives without effort disproportionate to the results achieved. However, the Sub-recipient acknowledges and agrees that it may not charge or seek payment for, and the Grantee shall not pay, any indirect costs.

3. Payment Procedures

The Sub-recipient shall submit payment requests to the Grantee on a form acceptable to the Grantee in its sole discretion. The Grantee will pay to the Sub-recipient CDBG Grant funds available under this Agreement in accordance with the Sub-recipient's progress in attaining the Performance Measures set forth in Section I.C of this Agreement, the budget set forth in Section III of this Agreement, and Grantee policy concerning payments. With the exception of certain advances, payments will be made for, and shall not exceed, eligible expenses actually incurred by the Sub-recipient. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Sub-recipient accounts.

The Grantee reserves the right to use funds available under this Agreement for costs incurred by the Grantee on behalf of the Sub-recipient.

4. Progress Reports

The Sub-recipient shall, in accordance with 2 CFR 200.328, submit to the Grantee quarterly progress reports using information collection standards approved by the United States Office of Management and Budget regarding the performance of the Activities and the expenditure of CDBG-CV3 Grant funds in a form acceptable to the Grantee in its sole discretion. The Sub-recipient shall also meet with the Grantee upon request to discuss the Grantee's performance under this Agreement.

E. Procurement

1. Compliance

The Sub-recipient shall comply with the requirements of 2 CFR 200.317 through 2 CFR 200.326 and the Grantee's purchasing policy for the procurement of all property and equipment pursuant to this Agreement and shall maintain inventory records of all non-expendable personal property procured with funds provided pursuant to this Agreement. The Sub-recipient shall convey to the Grantee all program assets (including, without limitation, unexpended program income and personal property purchased with CDBG-CV3 funds or program income) upon the termination or expiration of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-recipient shall procure all materials, property, or services in accordance with the applicable requirements of 24 CFR 84.40 through 24 CFR 84.48 and 2 CFR 200.317 through 2 CFR 200.326.

3. Travel

The Sub-recipient shall obtain written approval from the Grantee for any travel outside the Chicago metropolitan area to be paid for with funds provided under this Agreement.

F. Use and Reversion of Assets

The use and disposition of equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200.310 through 200.316, 24 CFR Part 84, and 24 CFR 570.502, 570.503, and 570.504, as applicable, including, without limitation, the following requirements:

1. The Sub-recipient shall transfer to the Grantee any CDBG-CV3 Grant funds on hand, and any program income, and any accounts receivable attributable

to the use of CDBG-CV3 Grant funds under this Agreement at the time of expiration, cancellation, or termination of this Agreement.

2. If the Sub-recipient sells equipment acquired, in whole or in part, with CDBG Grant funds under this Agreement, the pro rata portion of the sale proceeds that correspond to the amount of CDBG-CV3 Grant funds used to acquire the equipment shall be program income. Equipment not needed by the Sub-recipient to perform Activities under this Agreement shall be either: (a) transferred to the Grantee for use by the CDBG Program; or (b) retained by the Sub-recipient after paying the Grantee an amount equal to the amount of the fair market value of the equipment attributable to the amount of CDBG-CV3 Grant funds used to acquire the equipment.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

The Sub-recipient agrees to comply with the applicable provisions of: (1) Title VI of the Civil Rights Act of 1964, as amended; (2) Title VIII of the Civil Rights Act of 1968, as amended; (3) Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; (4) the Americans with Disabilities Act of 1990, as amended; (5) the Age Discrimination Act of 1975, as amended; (6) Executive Order 11063; and the laws, regulations, and executive orders referenced in 24 CFR 570.607.

The Sub-recipient also agrees to comply with all Federal regulations promulgated pursuant to Section 504 of the Rehabilitation Act of 1973, 29 U S C 794, which prohibits discrimination against individuals with disabilities or handicaps in any Federally-assisted program.

B. Affirmative Action

1. Approved Plan

Before the payment of any CDBG-CV3 Grant funds pursuant to this Agreement, the Sub-recipient shall submit a plan for an Affirmative Action Program to Grantee for approval. The Sub-recipient agrees that it shall carry out the Affirmative Action Program in accordance with the approved plan and with the principles provided in the President's Executive Order 11246 of September 24, 1966.

2. Access to Records

The Sub-recipient shall maintain and, upon request by the Grantee, HUD, their agents, or other authorized federal officials, furnish, and cause each of its subrecipients and subcontractors to furnish, all plans, records, documents, and other

information required to be maintained pursuant to, or necessary to demonstrate compliance with, this Section IX.B.

4. Notifications

The Sub-recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the Sub-recipient's commitments hereunder, and shall post copies of the notice at conspicuous places accessible and visible to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-recipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Sub-recipient will cause the provisions of Sections IX. A and IX.B of this Agreement and the language required therein, to be included in every contract, subcontract, or purchase order with the Sub-recipient's sub-recipients, contractors, or subcontractors so that such provisions will be binding upon those sub-recipients, contractors, or subcontractors.

C. Prohibited Activities

The Sub-recipient is prohibited from using funds received pursuant to this Agreement or personnel employed in the administration of the Sub-recipient Program or Activities for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee, which consent may be denied in the Grantee's sole discretion; provided, however, that claims for money due to the Sub-recipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Sub-recipient shall not enter into any subcontracts for the purpose of performing the Activities or any of the Sub-recipient's other obligations under this Agreement without first obtaining the written consent of the Grantee, which consent may be denied in the Grantee's sole discretion. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

b. Monitoring

The Sub-recipient must regularly review all subcontracted services to assure compliance with the Requirements of Law, the provisions of this Agreement, and the provisions of the subcontract. The Sub-recipient shall prepare written reports documenting its review of the subcontracted services, which reports must include, without limitation, the dates of the review, any compliance failures by subcontractors found by the Sub-recipient, and the actions taken by the Sub-recipient to cause the subcontractors to come into compliance. The Sub-recipient shall provide these written reports to the Grantee upon request and whenever a report includes findings that a subcontractor failed to comply with the Requirements of Law, the provisions of this Agreement, or the provisions of the subcontract.

c. Content

The Sub-recipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed by the Sub-recipient and a Sub-recipient or subcontractor in connection with the performance of this Agreement.

3. Hatch Act

The Sub-recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent expended on or used to support the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-recipient agrees to abide by the provisions of 2 CFR 200.318, 24 CFR 84.42, and 24 CFR 570.611, as applicable, which include (but are not limited to) the following:

- a. The Sub-recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Sub-recipient shall participate in

the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-CV-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-CV assisted activity, or with respect to the proceeds from the CDBG-CV-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Sub-recipient, or any designated public agency.

5. Lobbying

The Sub-recipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Sub-recipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. The Sub-recipient will require that the language of this Section IX.D.5 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-recipients shall

certify and disclose accordingly:

- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this Agreement results in any copyrightable work, material, or inventions, the Sub-recipient shall, and does hereby, grant to Grantee and the grantor agency the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work, material, or inventions for governmental purposes.

7. Religious Activities

The Sub-recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

X. **SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. **SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XII. **WAIVER**

The Grantee's failure to act with respect to a breach by the Sub-recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIII. **ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the Grantee and the Sub-recipient for the use of funds received under this Agreement and it supersedes all prior

or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Sub-recipient with respect to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Des Plaines

[Insert Name of Organization]

By: _____
City Manager

By: _____

Attest: _____
City Clerk

Title: _____

Countersigned: _____
Director of
Finance

DUNS I.D. # _____

Fed. I.D. # _____

Approved as to form and legal
sufficiency:

Affirmative action approval:

City General Counsel

Contract Compliance Supervisor

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The certification set out below is a material representation upon which reliance is placed by the U.S. Department of Housing and Urban Development in awarding the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the U.S. Department of Housing and Urban Development, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

CERTIFICATION

- A. The Sub-recipient certifies that it will provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be undertaken against employees for violations of such prohibitions;
 - (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - (e) Notifying the U.S. Department of Housing and Urban Development within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
 - (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by

a Federal, State, or local health, law enforcement, or other appropriate agency;

- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

- B. The Sub-recipient shall insert in the space provided on the attached "Place of Performance" form the site(s) for the performance of work to be carried out with the grant funds (including street address, city, county, state, and zip code). The grantee further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the grant, it shall notify the U.S. Department of Housing and Urban Development immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

**PLACE OF PERFORMANCE FOR CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENTS**

Name of Grantee: [Click here and type name]

Grant Program Name: [Click here and type name]

Grant Number: [Click here and type number]

Date: [Click here and insert date]

The grantee shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification if different than above.

Place of Performance (include street address, city, county, state, zip code for each site):

ATTACHMENT A

Duplication of Benefits Certification

In consideration of Sub-recipient's receipt of funds or the commitment of funds by the City of Des Plaines, Sub-recipient hereby assigns to the City of Des Plaines all of Sub-recipient's future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies or coverage or any other reimbursement or relief program related to or administered by the Federal Emergency Management Agency (FEMA), the Small Business Administration (SBA) or any other source of funding that were the basis of the calculation of the portion of the Community Development Block CARES Act (CDBG-CV3) funding transferred to the Sub-recipient under the Sub-recipient Agreement for Community Development Block Grant Covid-19 Program entered into by and between the City of Des Plaines, Illinois, and Center of Concern _____ 2021. Any such funds received by the Sub-recipient shall be referred to herein as "additional funds."

Additional funds received by the Sub-recipient that are determined to be a Duplication of Benefits ("DOB") shall be referred to herein as "DOB Funds." Sub-Recipient agrees to immediately notify the City of Des Plaines of the source and receipt of additional funds related to the Covid-19 pandemic. The City of Des Plaines shall notify the Federal awarding agency of the additional funding reported by Sub-Recipient to the City of Des Plaines. Sub-recipient agrees to reimburse the City of Des Plaines for any additional funding received by the Sub-recipient if such additional funding is determined to be a DOB by the City of Des Plaines the Federal awarding agency or an auditing agency. Sub-recipient further agrees to apply for additional funds that the Sub-recipient may be entitled to under any applicable Disaster Program in an effort to maximize funding sources available to the Sub-recipient and the City of Des Plaines.

Sub-recipient acknowledges that in the event that Sub-recipient makes or files any false, misleading, or fraudulent statement and/or omits or fails to disclose any material fact in connection with the funding under this Agreement, Sub-recipient may be subject to civil and/or criminal prosecution by federal, State and/or local authorities. In any proceeding to enforce this Agreement, the Grantee shall be entitled to recover all costs of enforcement, including actual attorney's fees.

Sub-recipient: _____

Signed: _____
Its Duly Authorized Agent

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A

FY2020 Income Limits

Cook County, Illinois										
FY 2020 Income Limit Area	Median Income	FY 2020 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Cook County	\$91,000	Extremely Low (30%)	\$19,150	\$21,850	\$24,600	\$27,300	\$30,680	\$35,160	\$39,640	\$44,120
		Very Low (50%)	\$31,850	\$36,400	\$40,950	\$45,500	\$49,150	\$52,800	\$56,450	\$60,100
		Low (80%)	\$51,000	\$58,250	\$65,550	\$72,800	\$78,650	\$84,450	\$90,300	\$96,100

EXHIBIT B

Program Application



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: March 4, 2021

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

From: Michael McMahon, Community and Economic Development Director *mm*
Tim Oakley, Director of Public Works and Engineering *TO*

Subject: Non-Exclusive Easement Agreement for Water Transmission Main at 1600-1710 Sherwin Avenue (6th Ward)

Issue: On March 20, 2020 the City's Building Division issued a building permit to construct a 164,125 square foot logistics facility with office space at 1600-1710 Sherwin Avenue ("**Subject Property**"). The building permit also included the construction of a new looped water transmission main on the Subject Property ("**Facilities**").

Analysis: The new Facilities consist of 1,792 linear feet of 10-inch ductile iron pipe with five (5) fire hydrants and appurtenances. Once completed and inspected by the City's Engineering Department, the Facilities will be dedicated to the City of Des Plaines by the owner, Sherwin Industrial I, LLC ("**Owner**"). Notwithstanding this dedication, the Owner will at its sole cost and expense, perpetually maintain the Facilities. In the event the City determines that the Facilities are not being properly maintained, the City may enter the easement and perform the required maintenance and charge the Owner for the cost of such work. The terms and conditions of the Owner's maintenance responsibilities have been memorialized on a Non-Exclusive Easement Agreement prepared by General Counsel and approved by the City's Engineering staff.

Recommendation: We recommend that the City Council adopt Resolution R-58-21 approving Non-Exclusive Easement Agreement for Water Transmission Main at 1600-1710 Sherwin Avenue.

Attachments:

Resolution R-58-21

Exhibit A: Non-Exclusive Easement Agreement for Water Transmission Main

CITY OF DES PLAINES

RESOLUTION R - 58 - 21

A RESOLUTION APPROVING A NON-EXCLUSIVE EASEMENT AGREEMENT FOR A WATER TRANSMISSION MAIN AGREEMENT WITH SHERWIN INDUSTRIAL I, LLC.

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

WHEREAS, the City is an Illinois home-rule municipal corporation authorized to exercise any power or perform any function pertaining to its government and affairs; and

WHEREAS, pursuant to Building Permit 2019-01200046 issued by the City of Des Plaines ("**City**") to Sherwin Industrial I, LLC ("**Owner**"), for the construction of a new 164,125 sq. ft warehouse building and associated offices at 1600-1710 Sherwin Ave, a new water transmission main ("**Facilities**") will be constructed service the building; and

WHEREAS, the new Facilities will consist of 1,729 linear feet ductile iron pipe, five (5) fire hydrants, and appurtenances; and

WHEREAS, the City Municipal Code requires that these new Facilities be dedicated to the City but primarily maintained by the Owner; and

WHEREAS, the Owner will at its sole cost and expense, perpetually maintain the Facilities and in the event the City determines that the Facilities are not being properly maintained, the City may enter the easement and perform the required maintenance and charge the Owner for the cost of such work; and

WHEREAS, the City and the Owner desire to enter into a Non-Exclusive Easement Agreement for Water Transmission Main to memorialize these terms ("**Agreement**"); and

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

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

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

SECTION 2: APPROVAL OF 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 Mayor or City Manager to execute, and the City Clerk to seal, on behalf of the City, the final Agreement.

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

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

This Document Prepared By and
After Recording Return to:

Jamie L. Romick
Mason, Wenk & Berman, L.L.C.
630 Dundee Road, Suite 220
Northbrook, IL 60062

SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE ONLY

NON-EXCLUSIVE EASEMENT AGREEMENT FOR WATER TRANSMISSION MAIN

(1600-1710 Sherwin Avenue, Des Plaines, Illinois)

THIS AGREEMENT is dated as of the ____ day of March, 2021 by and between the City of Des Plaines, an Illinois home rule municipal corporation (the "City") and Sherwin Industrial I, LLC, an Illinois limited liability company (the "Owner").

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

1. **BACKGROUND.**

- A. The Owner is the owner of certain real estate situated in 1600-1710 Sherwin Road, Des Plaines, County of Cook, State of Illinois, which real estate is legally described in *Exhibit A* (the "Subject Property").
- B. The Owner and the City have determined that it is in their respective best interests to enter into this Agreement in order to provide the City with a sufficient property interest in the Subject Property to fulfill the purposes described herein.

- 2. **GRANT AND USE OF EASEMENT.** The Owner grants, conveys, warrants, and dedicates to the City a perpetual easement in, at, over, along, across, through, upon, and under that portion of the Subject Property legally described in *Exhibit B* and depicted in *Exhibit C* (the "Easement Premises"), to operate, use, own, test, inspect, repair, remove, and replace or abandon in place 1,792 linear feet of ten (10) inch ductile iron pipe water transmission main with five (5) fire hydrants, and any appurtenances thereto (collective, the "***Facilities***"), together with all reasonable rights of ingress and egress over, along, across, and upon the Subject Property necessary for the exercise of the rights granted herein.

- 3. **CONSTRUCTION AND MAINTENANCE OF FACILITIES.** The Owner will, at its sole cost and expense, construct and maintain the Facilities in accordance with plans approved by the

City and the City's Engineering Standards and Specifications. After the completion of construction by the Owner and approval by the City of the Facilities, the Owner will dedicate the Facilities to the City. Notwithstanding this dedication, the Owner will, at its sole cost and expense, perpetually maintain the Facilities in good condition and conduct all necessary repairs and regular maintenance to ensure that the Facilities remain in good working condition and in compliance with all of the City's laws, codes, and regulations. In the event the City determines, in its sole and absolute discretion, that proper maintenance of the Facilities is not performed at any time, the City, after five (5) days prior written notice to the Owner, may, but shall not be obligated to, enter upon any or all of the Easement Premises, as well as all portions of the Subject Property necessary to provide access to the Easement Premises, for the purpose of performing maintenance work on and to the Facilities. In the event that the City shall cause to be performed any work pursuant to this Section 3, the City shall have the right to charge the Owner an amount sufficient to defray the entire cost of such work or action, including administrative costs, either before or after such cost is incurred. If the amount so charged is not paid by the Owner within thirty (30) days following a demand in writing by the City for such payment, such charge, together with interest and costs of collection, shall become a lien upon the Subject Property and the City shall have the right to collect such charge, with interest and costs, and to enforce such lien as in foreclosure proceedings as permitted by law.

4. **HOLD HARMLESS.** Except as specifically provided for in this Agreement, the Owner agrees to hold the City harmless from all claims, causes of action, suits, damages, or demands that arise directly from the operation of the Facilities on the Easement Premises except due to the gross negligence or willful misconduct of the City.
5. **RESERVED RIGHT.** The Owner reserves the right to use the Easement Premises in any manner that will not prevent or interfere in any way with the exercise by the City of the rights granted herein; provided, however, that the Owner shall not permanently or temporarily improve or obstruct the Easement Premises or cause any improvements or obstructions to be constructed on the Easement Premises that would impair the exercise by the City of the rights granted herein without the express prior written consent of the City Manager.
6. **ADDITIONAL EASEMENTS.** The Owner shall have the right to grant other non-exclusive easements over, along, across or upon the Easement Premises; provided, however, that any such other easements shall be subject to this Agreement and the rights granted hereby; and provided further, that the City Manager or other individual(s) authorized to consent on behalf of Owner shall have first consented in writing to the terms, nature, and location of any such other easements, which consent shall not be unreasonably withheld, conditioned or delayed.
7. **CITY RESTORATION.** In the event that the City is required to enter upon the Subject Property and/or the easement Premises to conduct restoration work, upon completion of such work the City agrees to (a) replace and grade any and all topsoil removed by the City; (b) restore to condition immediately preceding the installation any and all fences, roads, plantings, and improvements that are damaged or removed as a direct result of the Installation; (c) replace any and all sod removed with sod of like quality; and (d) replace any and all natural grass removed by seeding with a good quality seed; but all such restoration work shall be subject to the cost recovery provisions set forth in Section 3 above.

8. **COVENANTS RUNNING WITH THE LAND.** The easements and rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement shall be easements, rights, restrictions, agreements and covenants running with the land, shall be recorded against the Subject Property and shall be binding upon and inure to the benefit of the Owner and the City and their respective heirs, executors, administrators, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Subject Property, or any portion thereof, and all persons claiming under them. If any of the easements, rights, restrictions, agreements or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such easements, rights, restrictions, agreements or covenants shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current Governor of the State of Illinois.
9. **RESERVED.**
10. **AMENDMENT.** This Agreement may be modified, amended, or annulled only by the written agreement of the Owner and the City.
11. **EXHIBITS.** Exhibits A through C attached to this Agreement are incorporated herein and made a part hereof by this reference.

[SIGNATURE PAGE FOLLOWS]

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

OWNER:

SHERWIN INDUSTRIAL I, LLC, a Delaware limited liability company

By: PDC CHICAGO LLC, a Delaware limited liability company, Manager

By: _____
Name: JOHN PAGUET
Title: PARTNER

CITY:

CITY OF DES PLAINES, an Illinois home rule municipal corporation

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:



2/15/2021

General Counsel
City of Des Plaines

Date

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT John Pagliani, a Partner of **Sherwin Industrial I, LLC**, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 20th of March, 2020.



Mary McGrath (Notary Public)

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT _____, a _____ of **The City of Des Plaines**, an Illinois municipal corporation, known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ of _____, 2020.

_____ (Notary Public)

EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

PARCEL 1:

LOT 2 IN C. W. PROPERTIES-CHICAGO, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28 AND ALSO PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 29, ALL IN TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF A LINE 51.0 FEET NORTH EASTERLY OF AND PARALLEL WITH THE NORTH EASTERLY LINE OF THE RIGHT OF WAY OF THE MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILROAD WITH THE WESTERLY EXTENSION OF A LINE DRAWN 1636.066 FEET SOUTH (AS MEASURED ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28 AFORESAID) OF THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE EAST ALONG THE LAST DESCRIBED PARALLEL LINE 892.0 FEET TO THE PLACE OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF LAND; THENCE CONTINUING EAST ALONG SAID PARALLEL LINE TO A POINT ON THE EAST LINE OF THE WEST 651.21 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28 AFORESAID (AS MEASURED PERPENDICULARLY TO THE WEST LINE OF SAID WEST 1/2); THENCE NORTH 152.735 FEET ALONG THE EAST LINE OF THE WEST 651.21 FEET AFORESAID; THENCE NORTHWESTERLY 385.37 FEET MORE OR LESS ALONG THE ARC OF A CIRCLE OF RADIUS 287.94 FEET CONVEX TO THE NORTH EAST AND TANGENT TO THE EAST LINE OF THE WEST 651.21 FEET AFORESAID TO A POINT ON A LINE DRAWN 1196.048 FEET SOUTH OF (AS MEASURED ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28 AFORESAID) AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE WEST 15.46 FEET MORE OR LESS ALONG SAID PARALLEL LINE TO A POINT ON A LINE PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 28 THROUGH THE HEREIN DESIGNATED PLACE OF BEGINNING; THENCE SOUTH TO THE HEREIN DESIGNATED PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE SOUTH 440.018 FEET OF THE NORTH 1636.066 FEET (BOTH AS MEASURED ALONG THE EAST LINE THEREOF) OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE EAST LINE OF THE WEST 783.21 FEET (AS MEASURED PERPENDICULARLY TO THE WEST LINE OF SAID SOUTHWEST 1/4) OF SAID WEST 1/2 AND LYING EASTERLY OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT A POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 651.21 FEET (AS MEASURED PERPENDICULARLY TO THE WEST LINE OF SAID SOUTH WEST 1/4) OF SAID WEST 1/2 WITH THE SOUTH LINE OF THE NORTH 1636.066 FEET AFORESAID; THENCE NORTH ALONG SAID EAST LINE 152.735 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A CIRCLE OF RADIUS OF 287.94 FEET CONVEX TO THE NORTHEAST AND TANGENT TO

THE EAST LINE OF THE WEST 651.21 FEET AFORESAID, A DISTANCE OF 385.37 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE SOUTH 440.018 FEET OF THE NORTH 1636.066 FEET AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

EXHIBIT B

LEGAL DESCRIPTION OF THE EASEMENT PREMISES

LEGAL DESCRIPTION - WATERMAIN EASEMENT

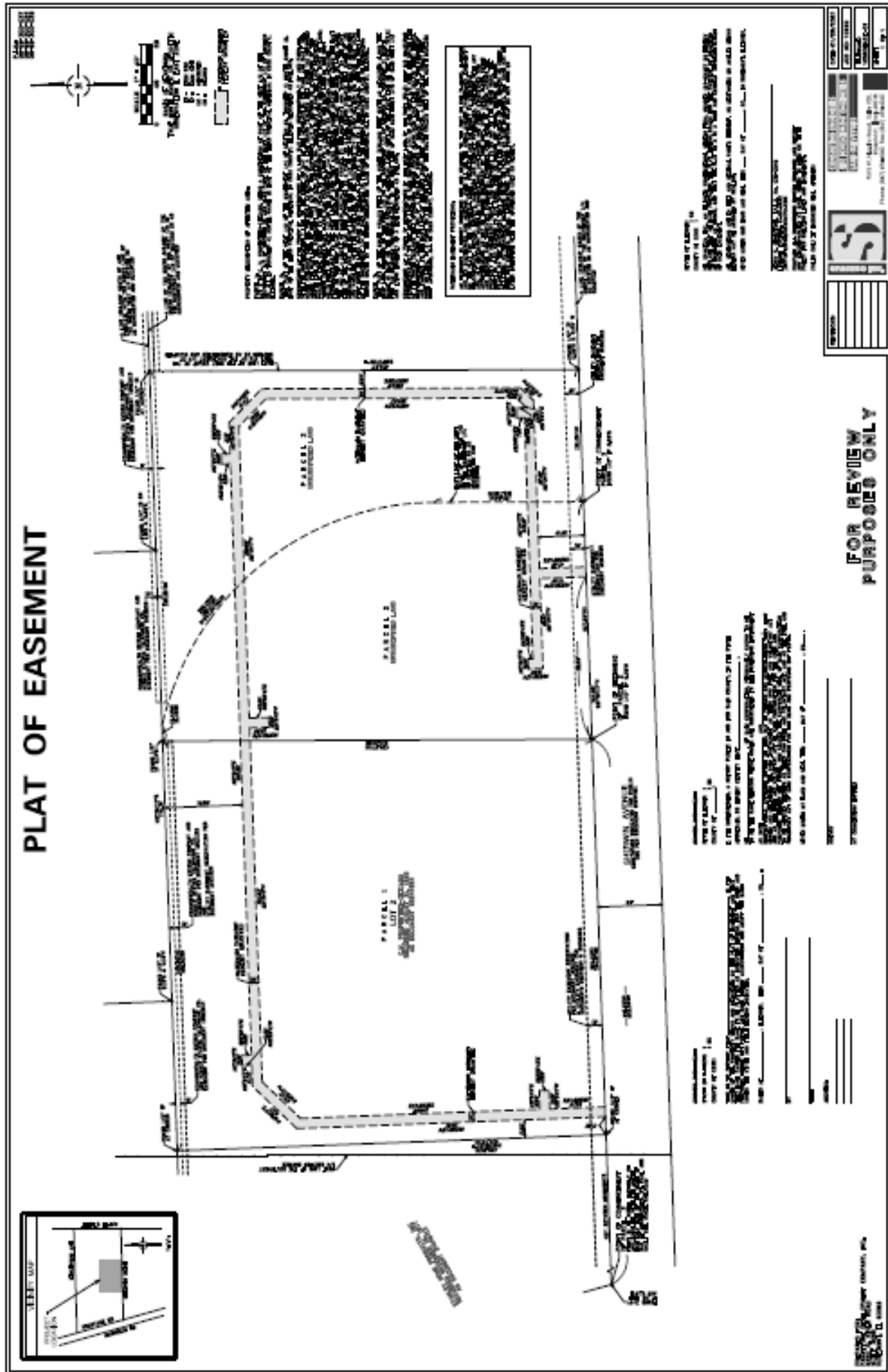
A STRIP OF LAND 10 FOOT IN WIDTH IN THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2 IN C. W. PROPERTIES-CHICAGO, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 28 AND ALSO PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 29, ACCORDING TO THE PLAT THEREOF RECORDED MAY 31, 1989 AS DOCUMENT NUMBER 89244954; THENCE NORTH 87 DEGREES 54 MINUTES 17 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 2 (BEING AN ASSUMED BEARING), ALSO BEING THE NORTH LINE OF SHERWIN AVENUE, A DISTANCE OF 17.82 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02 DEGREES 05 MINUTES 43 SECONDS WEST PARALLEL WITH THE WEST LINE OF SAID LOT 2, A DISTANCE OF 316.61 FEET; THENCE NORTH 42 DEGREES 54 MINUTES 17 SECONDS EAST 61.71 FEET; THENCE NORTH 87 DEGREES 54 MINUTES 17 SECONDS EAST 21.32 FEET; THENCE NORTH 02 DEGREES 05 MINUTES 43 SECONDS WEST 10.00 FEET; THENCE NORTH 87 DEGREES 54 MINUTES 17 SECONDS EAST 10.00 FEET; THENCE SOUTH 02 DEGREES 05 MINUTES 43 SECONDS EAST 10.00 FEET; THENCE NORTH 87 DEGREES 54 MINUTES 17 SECONDS EAST 590.25 FEET; THENCE NORTH 02 DEGREES 05 MINUTES 43 SECONDS WEST 8.96 FEET; THENCE NORTH 87 DEGREES 54 MINUTES 17 SECONDS EAST 10.00 FEET; THENCE SOUTH 02 DEGREES 05 MINUTES 43 SECONDS EAST 8.96 FEET; THENCE NORTH 87 DEGREES 54 MINUTES 17 SECONDS EAST 31.10 FEET; THENCE SOUTH 45 DEGREES 14 MINUTES 08 SECONDS EAST 47.43 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 22 SECONDS EAST 265.03 FEET; THENCE SOUTH 42 DEGREES 54 MINUTES 17 SECONDS WEST 18.76 FEET; THENCE SOUTH 87 DEGREES 54 MINUTES 17 SECONDS WEST 167.69 FEET; THENCE SOUTH 02 DEGREES 05 MINUTES 43 SECONDS EAST 47.48 FEET TO A POINT ON SAID NORTH LINE OF SHERWIN AVENUE; THENCE SOUTH 87 DEGREES 54 MINUTES 17 SECONDS WEST ALONG SAID NORTH LINE 10.00 FEET; THENCE NORTH 02 DEGREES 05 MINUTES 43 SECONDS WEST 47.48 FEET; THENCE SOUTH 87 DEGREES 54 MINUTES 17 SECONDS WEST 89.64 FEET; THENCE NORTH 02 DEGREES 05 MINUTES 43 SECONDS WEST 15.00 FEET; THENCE NORTH 87 DEGREES 54 MINUTES 17 SECONDS EAST 10.00 FEET; THENCE SOUTH 02 DEGREES 05 MINUTES 43 SECONDS EAST 5.00 FEET; THENCE NORTH 87 DEGREES 54 MINUTES 17 SECONDS EAST 240.57 FEET; THENCE NORTH 02 DEGREES 05 MINUTES 43 SECONDS WEST 7.58 FEET; THENCE NORTH 87 DEGREES 54 MINUTES 17 SECONDS EAST 10.00 FEET; THENCE SOUTH 02

DEGREES 05 MINUTES 43 SECONDS EAST 7.58 FEET; THENCE NORTH 87
DEGREES 54 MINUTES 17 SECONDS EAST 2.62 FEET; THENCE NORTH 42
DEGREES 54 MINUTES 17 SECONDS EAST 10.66 FEET; THENCE NORTH 00
DEGREES 14 MINUTES 22 SECONDS WEST 256.93 FEET; THENCE NORTH 45
DEGREES 14 MINUTES 08 SECONDS WEST 38.95 FEET; THENCE SOUTH 87
DEGREES 54 MINUTES 17 SECONDS WEST 290.98 FEET; THENCE SOUTH 02
DEGREES 05 MINUTES 43 SECONDS EAST 20.00 FEET; THENCE SOUTH 87
DEGREES 54 MINUTES 17 SECONDS WEST 10.00 FEET; THENCE NORTH 02
DEGREES 05 MINUTES 43 SECONDS WEST 20.00 FEET; THENCE SOUTH 87
DEGREES 54 MINUTES 17 SECONDS WEST 353.23 FEET; THENCE SOUTH 42
DEGREES 54 MINUTES 17 SECONDS WEST 53.42 FEET; THENCE SOUTH 02
DEGREES 05 MINUTES 43 SECONDS EAST 245.68 FEET; THENCE NORTH 87
DEGREES 54 MINUTES 17 SECONDS EAST 18.56 FEET; THENCE SOUTH 02
DEGREES 05 MINUTES 43 SECONDS EAST 10.00 FEET; THENCE SOUTH 87
DEGREES 54 MINUTES 17 SECONDS WEST 18.56 FEET; THENCE SOUTH 02
DEGREES 05 MINUTES 43 SECONDS EAST 56.78 FEET TO A POINT ON SAID
NORTH LINE OF SHERWIN AVENUE; THENCE SOUTH 87 DEGREES 54 MINUTES
17 SECONDS WEST ALONG SAID NORTH LINE 10.00 FEET; TO THE POINT OF
BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 0.40 ACRES OR 17323 SQUARE FEET MORE OR LESS.

EXHIBIT C
DEPICTION OF THE EASEMENT PREMISES



MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DES PLAINES, ILLINOIS HELD VIA ZOOM VIDEO CONFERENCE ON MONDAY, MARCH 1, 2021

CALL TO ORDER:

The regular meeting of the City Council of the City of Des Plaines, Illinois, was called to order by Mayor Bogusz at 7:00 p.m. The meeting was lived-streamed via: <http://desplaines.org/accessdeplaines> and played on DPTV Channel 17 on Monday, March 1, 2021.

ROLL CALL:

Roll call indicated the following Aldermen present: Lysakowski, Moylan, Rodd, Zadrozny, Brookman, Chester, Smith, Goczkowski. A quorum was present.

Also present were: City Manager Bartholomew, Director of Public Works and Engineering Oakley, Community and Economic Development Director McMahon, Fire Chief Anderson, Police Chief Anderson, and General Counsel Friedman.

PRAYER AND PLEDGE:

The prayer was offered by Alderman Zadrozny followed by the Pledge of Allegiance to the Flag of the United States of America offered by Alderman Rodd.

**PUBLIC HEARING/
414 E. GOLF RD:**

MINUTES OF THE PUBLIC HEARING HELD IN THE ELEANOR ROHRBACH MEMORIAL COUNCIL CHAMBERS DES PLAINES CIVIC CENTER, MONDAY, MARCH 1, 2021

Mayor Bogusz called the Public Hearing to order at 7:01 p.m.

The petitioner, Cumberland Crossing, LLC, is proposed a full redevelopment of the existing Feather Factory manufacturing building property at 414 E. Golf Road with a 348-unit apartment building with amenities and a commercial out-lot. The petitioner also plans to relocate an existing commercial cell tower facility to another portion of the subject property. The subject property currently consists of three separate lots totaling 6.49-acres. The existing public access road to the Metra parking lot is located partially within the boundaries of the subject property and partially on the Union Pacific Railroad right-of-way pursuant to an existing easement agreement. This easement agreement will be renegotiated. The developer will also be reconstructing the Golf Road/Wolf Road/Seegers Road intersection at its own expense as part of this development project.

On October 19, 2020 the Des Plaines City Council considered the original request of a 6-story, 449 unit multi-family residential development with a 2,000 square foot commercial out lot building constructed in two phases. The City Council tabled the item to the next City Council meeting so that more information could be gathered. Prior to the next City Council meeting, the petitioner requested the item be pulled from the agenda so that the project team could engage the surrounding neighborhood to gather input to their concerns about this project. Over the month of January 2021, the petitioner conducted five virtual meetings to better describe the projects benefits and listen to the residences concerns. After gathering the information at these meetings, the petitioner's project team re-grouped and brought back a revised plan consisting of:

- A five-story, 348-unit apartment building down from six-stories and 449 units. This reduces the overall density from 69.2 units per acre to 53.6 units per acre.
- Reduced height from 71'-4" to 59'-10"
- 448 parking spaces (395 internal and 53 surface) down from 494 spaces, which is an increase in the parking ratio to 1.3 per unit up from 1.1 per unit;
- A one-story, 2,000-square foot commercial building with patio area, drive-through, and thirteen parking spaces; and
- A relocated cell tower area with a 30-foot by 40-foot enclosure.

The entire project is scheduled to be completed in one phase between May 2021 and December 2022. At this time, the petitioner is requesting the following exceptions for mixed-use Planned Unit Developments:

- A building height exception of 59'-10" where the maximum allowed is 45 feet for building within the C-3 zoning district.
- A minimum lot area exception of 812.5-square feet per unit where the minimum lot area is 1,815-square feet per unit.

The complete proposal includes the installation of 494 total parking spaces for the apartment building and thirteen parking spaces for the stand-alone commercial out-lot proposed to be a quick service food establishment. Previously, all multiple-family dwellings were required to have a minimum of two spaces per dwelling unit. However, in March 2020, Ordinance Z-9-20 lowered the required off-street parking requirements on C-3 Mixed-Use Planned Unit Development zoned lots that are within 2,500-feet of an operational passenger rail train station.

The Planning and Zoning Board recommended (5-2) that the City Council approve the request with the five conditions in the Staff Report.

Three conditions were added by staff for City Council consideration after the September 22, 2020 Planning and Zoning Board meeting stating that the petitioner shall fully reconstruct the Golf Road/Wolf Road/Seegers Road intersection as part of the development, that the petitioner shall obtain approval of its final engineering plans for the subject property from the Public Works and Engineering Department, and that the final plans submitted with the Final Plat of PUD shall be in substantial compliance with the Preliminary Plat of PUD.

Andy Odenbach of Terra Carta Partners provided an overview of the proposed changes.

In addition to the eight members of the public who spoke against the revised plan, an email was received which included the names of 120 residents who oppose the request for a variance saying it is still too dense, too large and will negatively impact property values. Several of the commenters said that they were unaware that this item would be voted on tonight.

Moved by Zadrozny, seconded by Rodd, to approve Ordinance Z-23-20, AN ORDINANCE APPROVING A PRELIMINARY PLANNED UNIT DEVELOPMENT, TENTATIVE PLAT OF SUBDIVISION AND MAP AMENDMENT FOR 414 E GOLF ROAD (CASE #20-031-PPUD-TSUB-CU-MAP).

Upon roll call, the vote was:

AYES: 5 - Lysakowski, Moylan, Rodd, Zadrozny
Smith

NAYS: 3 - Brookman, Chester, Goczkowski

ABSENT: 0 - None

Motion declared carried.

PUBLIC COMMENT:

The City of Des Plaines continues to follow social distancing requirements. In response to the risks created by the COVID-19 outbreak, Governor Pritzker issued Executive Order 2020-07 on March 16, 2020, suspending the Open Meetings Act provision relating to in-person attendance by the members of the public body. Tonight's meeting is allowed to be conducted via video conferencing.

Public comments were allowed to be e-mailed to publiccomments@desplaines.org or phoned in to the City Clerk's Office by 5:00 p.m. on March 1, 2021.

Resident John Maag reminded Senior Citizens who need any type of assistance to contact the Center for Concern.

Resident Leslie Wester suggested that the City promote a Spring Clean-Up day

MAYORAL ANNOUNCEMENT

On March 16, 2020, a Declaration of Civil Emergency for the City of Des Plaines related to the COVID-19 emergency was authorized. The Declaration provided that: (1) the City may enter into contracts for the emergency purchase of goods and services; (2) the City Manager may implement emergency staffing protocols pursuant to the City's respective collective bargaining agreements; and (3) directed City officials and employees to cooperate with other government agencies.

In accordance with Illinois statutes, the Mayor's Declaration lasted only for a period of seven days, unless it was extended by action of the City Council. At each subsequent City Council meeting, the City Council, by motion, extended the Declaration until the next adjournment of the next special or City Council meeting. This extension of the Declaration includes Mayor Bogusz's Supplemental Order dated July 29, 2020.

Moved by Smith, seconded by Moylan, to extend the Mayor's March 16, 2020 Declaration of Civil Emergency until the adjournment of the next regular, special, or emergency meeting of the City Council. Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Rodd, Zadrozny
Brookman, Chester, Smith, Goczkowski

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

**MANAGER'S
REPORT:**

City Manager Bartholomew announced that Cook County and FEMA have partnered to open a mass COVID-19 vaccination site at the previous K-Mart building on Oakton beginning this week.

Representatives from Lakeshore Recycling Systems described how the inclement weather altered the timely distribution of the the new waste hauling containers. All issues should be handled within the next week.

**CONSENT
AGENDA:**

Moved by Chester, seconded by Moylan, to establish the Consent Agenda. Upon voice vote, the vote was:

AYES: 8 - Lysakowski, Moylan, Rodd, Zadrozny
Brookman, Chester, Smith, Goczkowski

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

Moved by Brookman, seconded by Rodd, to approve the Consent Agenda. Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Rodd, Zadrozny
Brookman, Chester, Smith, Goczkowski

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

Appointments/Re-Appointments were approved; Minutes were approved; Ordinance Z-23-20 was approved; Ordinances M-3-21, Z-29-21 and Z-30-21 were adopted; Resolutions R-45-21, R-46-21, R-47-21, R-51-21, R-52-21, R-53-21, R-54-21 were adopted.

**APPROVE
PURCHASE/
CURRIE
MOTORS:
Consent Agenda**

Moved by Brookman, seconded by Rodd, to approve Resolution R-45-21, A RESOLUTION AUTHORIZING THE PURCHASE OF ONE FORD POLICE FLEET VEHICLE FROM CURRIE MOTORS OF FRANKFORT, ILLINOIS at a not-to-exceed cost of \$33,574. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-45-21****APPROVE
RENEWAL AGMT/
POLICE LAW
INSTITUTE:
Consent Agenda**

Moved by Brookman, seconded by Rodd, to approve Resolution R-46-21, A RESOLUTION APPROVING AN AGREEMENT WITH POLICE LAW INSTITUTE, INC FOR POLICE DEPARTMENT TRAINING. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-46-21****APPROVE TASK
ORDER/**

Moved by Brookman, seconded by Rodd, to approve Resolution R-47-21, A RESOLUTION APPROVING TASK ORDER NO. 3 WITH MANUSOS GENERAL

MANUSOS
GENERAL
CONTRACTING:
Consent Agenda

CONTRACTING, INC FOR CONSTRUCTION SERVICES AT THE DES PLAINES THEATRE. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-47-21

PERMITS
GRANTED BY
IDOT:
Consent Agenda

Moved by Brookman, seconded by Rodd, to approve Resolution R-51-21, A RESOLUTION REGARDING PERMITS GRANTED BY THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF STREET IMPROVEMENTS ON STATE HIGHWAYS MAINTAINED BY THE CITY. Motion declared carried as approved unanimously under Consent Agenda

Resolution
R-51-21

APPROVE
AUTHORIZATION
OF MFT FUNDS:
Consent Agenda

Moved by Brookman, seconded by Rodd, to approve Resolution R-52-21, A RESOLUTION FOR MAINTENANCE UNDER THE ILLINOIS HIGHWAY CODE (21-00225-00-RS). Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-52-21

SECOND
READING/
ORD. M-3-21:
Consent Agenda

Moved by Brookman, seconded by Rodd, to approve Second Reading Ordinance M-3-21, AN ORDINANCE MAKING APPROPRIATIONS TO DEFRAY THE EXPENSES OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS FOR MUNICIPAL PURPOSES DESIGNATED AS THE "ANNUAL APPROPRIATION ORDINANCE" FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2021 AND ENDING DECEMBER 31, 2021. Motion declared carried as approved unanimously under Consent Agenda

SECOND
READING/ORD.
Z-29-21:
Consent Agenda

Moved by Brookman, seconded by Rodd, to approve Second Reading Ordinance Z-29-21, AN ORDINANCE APPROVING MAJOR VARIATIONS FOR SECTION 12-3-6 OF THE CITY OF DES PLAINES ZONING ORDINANCE AT 1415 REDEKER ROAD, DES PLAINES, ILLINOIS (CASE #20-045-V). Motion declared carried as approved unanimously under Consent Agenda

SECOND
READING/
ORD. Z-30-21:
Consent Agenda

Moved by Brookman, seconded by Rodd, to approve Second Reading Ordinance Z-30-21, AN ORDINANCE APPROVING A TENTATIVE PLAT OF SUBDIVISION AND MAJOR VARIATIONS FROM SECTION 12-3-6 OF THE CITY OF DE PLAINES ZONING ORDINANCE AT 10 S RIVER ROAD, DES PLAINES, ILLINOIS (CASE #20-046-SUB-V). Motion declared carried as approved unanimously under Consent Agenda

APPOINTMENTS/
REAPPOINTMEN
TS
Consent Agenda

Resident Earl Wilson suggested that the Appointments and Re-Appointments be postponed until after the April election and when the new members of the City Council are seated.

Moved by Brookman, seconded by Rodd, to approve Appointments from February 16, 2021 of Michelle Shimon and Christine Halblander to the Library Board of Trustees, Terms to Expire June 30, 2022. Motion declared carried as approved unanimously under Consent Agenda

Moved by Brookman, seconded by Rodd, to approve Re-Appointments from February 16, 2021 of Thomas Green to the Board of Fire & Police Commissioners, Term to Expire April 30, 2023. Motion declared carried as approved unanimously under Consent Agenda

Moved by Brookman, seconded by Rodd, to approve Re-Appointments from February 16, 2021 of Bruce Lester, Denise Hudec, Vincent Rangel, and Nicholas Harkovich to the Library Board of Trustees, Terms to Expire June 30, 2023. Motion declared carried as approved unanimously under Consent Agenda

Moved by Brookman, seconded by Rodd, to approve Re-Appointments from February 16, 2021 of Joseph Catalano to the Planning & Zoning Board, Term to Expire April 30, 2023. Motion declared carried as approved unanimously under Consent Agenda.

Moved by Brookman, seconded by Rodd, to approve Re-Appointments from February 16, 2021 of Rosalie Cullotta, Gloria Ludwig, Erin Doerr, and Joanie Sebastian to the Youth Commission, Terms to Expire September 4, 2024. Motion declared carried as approved unanimously under Consent Agenda

APPROVE
MINUTES:
Consent Agenda

Moved by Brookman, seconded by Rodd, to approve the Minutes of the City Council meeting of February 16, 2021, as published. Motion declared carried as approved unanimously under Consent Agenda

APPROVE
AMENDMENT/
GRANICUS, LLC:
Consent Agenda

Moved by Brookman, seconded by Rodd, to approve Resolution R-53-21, A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH GRANICUS, LLC FOR THE GOV DELIVERY COMMUNICATIONS SOLUTION, WEBSITE DESIGN, DEVELOPMENT, HOSTING, AND SUPPORT SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-53-21

APPROVE
AGMT/AFSCME:
Consent Agenda

Moved by Brookman, seconded by Rodd, to approve Resolution R-54-21, A RESOLUTION APPROVING A THREE-YEAR COLLECTIVE BARGAINING AGREEMENT WITH THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-54-21

APPROVE
MINUTES:
Consent Agenda

Moved by Brookman, seconded by Rodd, to approve the Closed Session Minutes of the City Council meeting of February 16, 2021, as published. Motion declared carried as approved unanimously under Consent Agenda

NEW BUSINESS:**FINANCE & ADMINISTRATION** – Alderman Chester, Chairman**WARRANT
REGISTER:****Resolution
R-48-21**

Moved by Chester, seconded by Goczkowski, to approve the Warrant Register of March 1, 2021 in the Amount of \$2,688,168.37 and approve Resolution R-48-21.

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Rodd, Zadrozny
Brookman, Chester, Smith, Goczkowski

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

COMMUNITY DEVELOPMENT – Alderman Rodd, Chairman**CONSIDER FEE IN
LIEU OF OPEN
SPACES/
1425 ELLINWOOD
STREET:**

Community and Economic Development Director McMahon reviewed a memorandum dated February 18, 2021.

On February 19, 2019, the City Council approved the Final Plat of Subdivision for the Ellinwood Apartment multi-family development 1425 Ellinwood Street. This development is subject to the City's Park Land Dedication ordinance, requiring either an on-site land dedication or a fee-in-lieu, or a combination of both. The total park land dedication generated by the proposed development is 2.01 acres. Staff has calculated the total non-adjusted impact fee-in-lieu of dedication at an amount of \$403,396.40, based upon the final approved architectural plans.

The provisions of the Park Land Dedication ordinance grant authority to the Council to approve a fee-in-lieu of on-site dedication in the event that the proposed development is small, or in the event that the land available for dedication is inappropriate or insufficient for park or recreational purposes. Additionally, the Council can approve credits from the fee-in-lieu when on-site private improvements are provided in place of a land dedication.

This development does not have sufficient land area for on-site dedication. As such, a fee-in-lieu of land dedication is appropriate. This development is solely within the Des Plaines Park District boundaries. These monies may be utilized by the Park District to acquire nearby land, or improve local or regional park facilities.

As approved, the development includes a 0.94 acre private on-site outdoor recreation area to include a pool area and deck at 0.47 acre and .46 acres of outdoor terrace spread out over five residential floors. Staff has calculated the value of the proposed on-site and off-site park improvements as Total Required Fee-In-Lieu, \$403,396.40; Pool and Deck, \$58,727.38; Terrace Space, \$58,310.02; Total \$117,037.40; Fee in Lieu after Credits, \$286,359.00.

Staff has consulted with the Des Plaines Park District regarding the proposed park land credits. The Park District has indicated that they support the requested credits as they will reduce the burden on the existing and future park facilities.

On November 3, 2020 the City's Building Division issued a building permit to Bayview-Compasspoint Ventures, LLC for the construction of a 212 residential unit, mixed-use development, and collected \$286,359.00 for the park land dedication, fee-in-lieu.

Staff recommended the adoption of Resolution R-49-21.

Moved by Rodd, seconded by Lysakowski to approve Resolution R-49-21, A RESOLUTION APPROVING A LAND DEDICATION CREDIT FOR PRIVATE OPEN SPACES AND RECREATION AREAS AND THE RELEASE OF FEE-IN-LIEU FUNDS FOR THE RESIDENTIAL DEVELOPMENT LOCATED AT 1425 ELLINWOOD STREET. Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Rodd, Zadrozny
Brookman, Chester, Smith, Goczkowski

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

CONSIDER
ADOPTION OF
SMALL BUSINESS
GRANT
PROGRAM:

Community and Economic Development Director McMahon reviewed a memorandum dated February 19, 2021.

At the January 19, 2021 City Council meeting, staff was directed to prepare a small business grant program for qualifying Des Plaines businesses and restaurants in response to the widespread economic disruption caused by the Covid-19 pandemic.

In early 2020, Illinois Governor J.B. Pritzker's issued a number of Executive Orders in an effort to protect the general public from contracting and spreading the virus that causes Covid-19. These Executive Orders had a major impact on small businesses, many of which had to close until restrictions were slowly lifted. When infection rates began to decline, the "Restore Illinois" program was launched which initiated a phased reopening approach for non-essential businesses. One aspect of safely reopening a business under Restore Illinois was the additional expense of purchasing Personal Protective Equipment (PPE) for employees, purchasing and installing protective shielding, and/or providing outside dining options.

The aim of this program is to help defray the costs associated with safely reopening businesses by reimbursing businesses for the unique expenses incurred in order to comply with the Restore Illinois program.

Staff proposed the use of the \$150,000 designated in the Community and Economic Development budget for the Business Assistance Grant Program to fund the Small Business Safe Reopening Grant Program. The maximum amount of each grant will be \$2,000 per business location within the City of Des Plaines corporate limits. Grants are reimbursements to business owners for the costs associated with a safe reopening, including, but not limited to: Plexiglas shields, facemasks for employees or customers, hand sanitizers, floor decals, and the purchase or rental of outdoor tables, tents, umbrellas, fencing or other equipment for outdoor dining areas.

Staff recommended approval of Resolution R-50-21.

Moved by Rodd, seconded by Goczkowski to approve Resolution R-50-21, A RESOLUTION APPROVING THE ESTABLISHMENT OF AND ALLOCATION OF FUNDS FOR A SMALL BUSINESS SAFE REOPENING GRANT PROGRAM.

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Rodd, Zadrozny
Brookman, Chester, Smith, Goczkowski

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

**CLOSED
SESSION:**

Moved by Zadrozny, seconded by Chester to adjourn to Closed Session to discuss Personnel and Litigation. Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Rodd, Zadrozny
Brookman, Chester, Smith, Goczkowski

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

ADJOURNMENT: The meeting adjourned at 9:48 p.m.

Jennifer L. Tsalapatanis – City Clerk

APPROVED BY ME THIS _____

DAY OF _____, 2021

Matthew J. Bogusz, MAYOR

Laura Fast

From: Elizabeth Furreboe <[REDACTED]>
Sent: Monday, March 1, 2021 2:11 AM
To: Public Comments
Subject: City Council Meeting Public Comment

Follow Up Flag: Follow up
Flag Status: Flagged

Elizabeth Furreboe
South Wolf Road, Des Plaines
Re: 414 East Golf Road Development Plan
Please read as public comment

I've lived on Wolf Road, just south of Golf Road, for 27 years. I believe this plan, as proposed, is simply too dense for the space. The accident statistics at the intersection do not adequately reflect the concerns of the many pedestrians who cross there. School children cross here. Many people walk to use Metra daily and cross here. My husband was standing waiting to cross Golf Road on his way to the train in 2018. He was hit by a car and hospitalized. Even with improved crosswalks the problem of turning cars and impatient drivers remains, and in fact would increase.

Additionally I believe that the allocation of 1.3 parking spaces per unit is inadequate. The existing plan that none of the 219 1-bedroom units and only half of the 62 2-bedroom units will need to park more than one vehicle is unrealistic. It may meet the C-3 mixed use requirements but likely will cause parking conflicts in the future. Where is overflow parking expected to go?

The proposed 5 story structure is simply too tall relative to the homes and businesses in the neighborhood. Is is too many units and too many vehicles.

Laura Fast

From: Kristy G <[REDACTED]>
Sent: Monday, March 1, 2021 11:01 AM
To: Public Comments
Cc: Matt Bogusz; Mark Lysakowski; Colt Moylan; Artur Zadrozny; Carla Brookman; Denise Rodd; Malcolm Chester; Don Smith; Andrew Goczkowski
Subject: Public Comment - Cumberland Crossing

Follow Up Flag: Follow up
Flag Status: Flagged

Des Plaines City Council,

As my family and I drove past the deteriorating Pacific Coast Feather Company property this weekend, we talked about how nice it would be to see a beautiful new apartment development in that location versus an abandoned feather factory. We all agreed that this would be a great addition to the community and trust that the development and city planning experts have the knowledge to make this project a success for current and future residents. I hope that the delay from those who oppose the development hasn't caused our city to lose this great opportunity for improvement.

Thank you,
Kristy Garceau

Laura Fast

From: Rethink Cumberland crossing <rethinkcumberlandcrossing@gmail.com>
Sent: Monday, March 1, 2021 3:38 PM
To: Don Smith; Malcolm Chester; Carla Brookman; Denise Rodd; Colt Moylan; Mark Lysakowski; Andrew Goczkowski; Artur Zadrozny; Public Comments
Subject: Updated Letter From Residents, *please read out loud at tonights meeting*
Attachments: Rethink Cumberland Crossing - 2021.pdf; CumberlandCrossingpetition-2021

We only found out that tonight was going to be a vote and not just a public hearing late last Friday. Attached is an updated list of those that are still opposed to the request for variances, not to be confused with opposition to develop. Please note that these names were only collected from Saturday at 9am to Monday at 9am via social media and email. I have no doubt this list would more than double in size had residents been made aware earlier that tonight was a vote.

There is no reason these variances should be granted when the property is adjacent to a neighborhood. We ask that each of you vote no to the height and density variances tonight and support the residents of this town, the direct neighbors of this property and encourage development appropriate for the location.

- Rethink Cumberland Crossing

John	Dagres	Kim	Nowak	Jill	Lindenmuth	Barbara	Posen
Eden	Lee	Barb	Grooms	Steve	Lindenmuth	Dennis	Posen
Mary	Apcel	Dale	Grooms	Ann	McAllister	Tom	Heslin
Sally	Aquino	Lori	Massey	Maureen	Clark	Jim	Fragakis
Anne	Walton	Alan	Massey	Diane	Eberhardt	Stephen	Roehl
Danielle	Young	Benjamin	Prim	Judy	Sells	Barbara	Nix
Geoffrey	Young	Nikolas	Prim	Laura	Engelbrechtsen	Michael	Lindenmuth
Bryan	Cory	Beverley	Kleich	Elizabeth	Furreboe	Jerrold	Molepske
Cheryl	Cory	Kenneth	Kleich	Jean	Higgason	Kari	Thicksten
Mike	Spade	Geraldine	kleich	Jerrold	Molepske	Mike	Thicksten
Connie	Anton	Gregory	kleich	Amie	Healy	Zoran	Sevic
Amy	Malone	Cheryl	Valloni	Pat	Healy	Jeff	Schlicht
Ted	Malone	Dana	Szczepanski	Pat	Heraty	Gary	Carmichael
Liz	Bowman	David	Szczepanski	Krissy	Metsler	Sylvia	Brikha
Jason	Bowman	Becky	Pfisterer	Rhonda	Popko	Pam	Doyle
Janice	Nelson	Jess	Muscarello	Laura	Swell	Phil	Doyle
Warren	Mars	Darcy	Miles	hannah	Listopad	Laura	D'Andrea
Cathy	Skelly	Kerri	Fiarito	Altair	DeLao	Austin	O'Brien
Danielle	Caralucca	Edgar	Murillo	Berryq	McMillian	Dianne	Schmidt
Katie	Petersen	Colleen	Murrillo	Shelly	Donahue	Shannan	Franz
Pete	Petersen	Jarett	Popko	Chris	Kroschel	Sally	Murphy
Georgia	Petersen	Debby	Burke	Gina	Fillicaro	Stephen	Smith
Abby	Segovia	Mary	Dahlberg	Linda	Jablenski	Susan	Smith
Deb	Swanson	Mandy	Griffin	Mary Kay	Stallone	Julie	Stoneburger
Margie	Sylvester	Jeff	Griffin	Beth	Claussen	Kathy	Matthews
Thomas	Whipps	Riley	Griffin	Sue	D'Aquisto	Stacey	Miller
Nancy	Cipparrone	James	Griffin	Sarah	Ciampi	Margaret	Roehl
Coreen	Farrell	Mike	Spade	Kelly	Fitzgerald	Karen	Fragakis
Brad	Farrell	Kelly	Roback	Steve	Zuber	John	dagres
Jess	Muscarello	Susan	Hopson	William	Zuber	Eden	Lee
						Scott	Soucha

Laura Fast

From: Alan Massey [REDACTED]
Sent: Monday, March 1, 2021 4:04 PM
To: Public Comments
Subject: Petition by Cumberland Crossing, LLC topic at March 1st City Council Meeting
Attachments: View from [REDACTED]

Greetings,

I appreciate the time and effort everyone involved with city government spent to make Des Plaines the best it can be! As a citizen of the 4th Ward, I like this statement read into the minutes of the March 1st, 2021 City Council meeting. My wife has already requested a link to the virtual meeting.

I am against the new proposal by Cumberland Crossing, LLC for a few reasons:

- The developer was adamant in previous meetings that if we did not accept the original plan they would not make money and would drop the project entirely. The updated proposal indicates this was either just bluster on the part of the builder or the developer is taking a loss to get something done. I would appreciate an answer to this question from the developer this evening if possible as I am having trouble believing their financial numbers.
- The builder has not been forthcoming with their proposal. Looking at the images, it is easy to see that the tree coverage is greatly overexaggerated. My home, which is visible in all of the top view images from the developer is covered with trees. In fact, there are no trees in my backyard.
- Five stories is still too high. If the strategic plan called for high density housing at this location, then the high limitation was put in place to ensure residents did not have to deal with a high-rise complex with line of sight into their homes.
- The justification for such a project is just not believable. Open rental capacity is high in Des Plaines and facts do not support that changing any time soon. Illinois is losing population due to high taxes and stifling regulations. The economy will face major headwinds post COVID that will hamper job growth.
- The project is being built in my backyard. Even with the foliage mediation proposed by the builder, it will take decades of growth for my backyard to be covered from the majority of the residents on the south side of the project. I, along with many of my neighbors, will have privacy reduced. In my case it will be reduced to almost zero.

I am not against progress. If the builder keeps within the height allowed by city ordinance it will minimize the privacy intrusion, traffic congestion, and open rental occupancy to within what the city plan calls for. It is a good compromise coming from someone who will be most negatively affected by this development.

I urge all aldermen, and the mayor if necessary, to vote no on Case Number 20-031-PPUD-TSUB-CU-MAP, the development proposal for 414 E. Golf Road.

Sincerely,

Alan Massey



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: February 18, 2021

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

From: Michael McMahon, Director of Community and Economic Development *mm*
Jonathan Stytz, Planner *JS*

Subject: Public Hearing and Consideration for a Preliminary Planned Unit Development, Tentative Plat of Subdivision, Map Amendment, and Conditional Use for the proposed construction of a 348-unit multiple-family residential development with a freestanding commercial out-lot in the M-1 zoning district at 414 E. Golf Road. Case #20-031-PPUD-TSUB-CU-MAP

Issue: The petitioner is requesting the following items: (i) a Preliminary Planned Unit Development under Section 12-3-5-1 of the 1998 Des Plaines Zoning Ordinance, as amended, to allow for the construction of a 348-unit multiple-family residential development with a free-standing commercial out-lot; (ii) a Tentative Plat of Subdivision under Section 13-2-2 of the Subdivision Regulations to resubdivide the existing three lots into one consolidated lot; (iii) a Map Amendment under Section 12-3-7(E) of the 1998 Des Plaines Zoning Ordinance, as amended, to rezone the existing property from M-1, Limited Manufacturing to C-3, General Commercial; and (iv) a Conditional Use under Section 12-7-3(K) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a mixed use Planned Unit Development in the C-3, General Commercial district at 414 E. Golf Road.

Analysis:

Address: 414 E. Golf Road

Owner: Cumberland Crossing, LLC, 1007 North Orange Street, Wilmington, DE 19801

Petitioner: Cumberland Crossing, LLC, 1007 North Orange Street, Wilmington, DE 19801

Case Number: 20-031-PPUD-TSUB-CU-MAP

**Real Estate Index
Numbers:** 09-07-316-001-0000; 09-18-200-008-000; -009

Ward: #4, Artur Zadrozny

Existing Zoning:	M-1, Limited Manufacturing District
Existing Land Use:	Manufacturing and Drive Aisle to Metra Station Parking Lot
Surrounding Zoning:	North: C-1, Neighborhood Shopping and C-3, General Commercial South: C-3, General Commercial and R-1, Single-Family Residential East: C-3, General Commercial / R-1, Single-Family Residential / R-3, Townhouse Residential West: R-1, Single-Family Residential
Surrounding Land Use	North: Metra Railroad, Multi-Tenant Office Building, Auto Service Establishment, Cumberland Metra Station, Church and Restaurant South: Single Family Residences, Towing Business, and Roofing Business East: Townhouses and Auto Service Establishment West: Single Family Residences
Street Classification	Golf Road and Wolf Road are classified as arterial streets.
Comprehensive Plan	The Comprehensive Plan designates this property as Higher Density Urban Mix with Residential

Preliminary Planned Unit Development

Project Description	<p>The petitioner is proposing a full redevelopment of the existing Feather Factory manufacturing building property at 414 E. Golf Road with a 348-unit apartment building with amenities and a commercial out-lot. The petitioner also plans to relocate an existing commercial cell tower facility to another portion of the subject property. The subject property currently consists of three separate lots totaling 6.49-acres containing the two-story, 106,846-square foot Feather Factory building, 78 space surface parking area, commercial cell tower facility with enclosure, and public access road to the Metra commuter parking lot. The existing public access road to the Metra parking lot is located partially within the boundaries of the subject property and partially on the Union Pacific Railroad right-of-way pursuant to an existing easement agreement between the Union Pacific Railroad and subject property owner. This easement agreement will be renegotiated and presented at time of Final Planned Unit Development. The developer will also be reconstructing the Golf Road/Wolf Road/Seegers Road intersection at its own expense as part of this development project.</p>
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On October 19, 2020 the Des Plaines City Council considered the original request of a 6-story, 449 unit multi-family residential development with a 2,000 square foot commercial out lot building constructed in two phases. The City Council tabled the item to the next City Council meeting, so additional information could be gathered. Prior to that next City Council meeting, the petitioner requested the item be pulled from the agenda so that the project team could engage the surrounding neighborhood to gather input to their concerns about the development. In January 2021, the petitioner conducted five virtual meetings with the public to better describe the project's benefits and listen to the residences concerns. After gathering comments and recommendations

discussed during these meetings, the petitioner's project team re-grouped and has brought back a revised plan consisting of:

- A five-story, 348-unit apartment building, down from six-stories and 449 units. This reduces the overall density from 69.2 units per acre to 53.6 units per acre.
- Reduced building height from 71'-4" to 59'-10"
- 448 parking spaces (395 internal and 53 surface), down from 494 spaces. This results in an increase in the parking ratio to 1.3 per unit up from 1.1 per unit;
- A one-story, 2,000-square foot commercial building with patio area, drive-through, and thirteen parking spaces; and
- A relocated cell tower area with a 30-foot by 40-foot enclosure.

The entire project is scheduled to be completed by December 2022. The petitioner is requesting the following exceptions:

- A building height exception of 59'-10" where the maximum allowed is 45 feet for building within the C-3 zoning district.
- A minimum lot area exception of 812.5-square feet per unit where the minimum lot area is 1,815-square feet per unit.

In 2020, the City Council approved Ordinance Z-9-20 which lowered the required off-street parking requirements for efficiency, one-bedroom, one bedroom plus den, two-bedroom, and three or more bedroom units for C-3 Mixed-Use Planned Unit Development zoned lots located within 2,500-feet of an operational passenger rail train station. The new parking standards are summarized below:

Revised Parking Regulations for C-3 PUD Zoned Lots

Residential Use	Required Spaces
<i>Efficiency and one-bedroom units in the R-4, C-5 and C-3 Mixed-Use PUD lots</i>	<i>1 space per dwelling unit</i>
<i>One-bedroom plus den and two-bedroom units in the R-4, C-5 and applicably zoned C-3 Mixed-Use PUD lots</i>	<i>1.5 spaces per dwelling unit</i>
Multi-Family dwelling units with three or more bedrooms in the R-4 and C-3 Mixed-Use PUD lots	2.25 spaces per dwelling unit
Dwellings, multiple-family in all districts approved for such use, except the R-4, C-5, and C-3 Mixed-Use PUD lots	2 spaces per dwelling unit

****The parking standards that apply to the proposal are bolded and italicized.***

The total number of parking spaces required for the proposed development pursuant to Section 12-9-7 is 392 spaces. However, the petitioner is proposing 448 parking spaces as shown in the following table.

Residential Use	Number of Units	Required Spaces
Dwelling, Efficiency (Studio)	67 units	67 (1 per unit)
Dwelling, One Bedroom	219 units	219 units (1 per unit)
Dwelling, Two Bedroom	62 units	93 spaces (1.5 per unit)
Commercial Building	Class B Restaurant	13 spaces (6.5 per 1,000-sq. ft. of gross floor area)

At this time, the total number of parking spaces required for the proposed 2,000-square foot commercial building are not available since the end user for this building has not been finalized. However, the petitioner has proposed a total of thirteen spaces for the out-lot at this time. Pursuant to Section 12-9-7 of the Zoning Ordinance, a quick service food establishment commercial use, classified as a Class B restaurant, requires either one space for every 50-square feet of floor area or one space for every four seats, whichever is greater, plus one space for every three employees.

The traffic statement discusses the parking and trip generation for the apartment development and commercial out-lot in more detail (Attachment 7).

Map Amendment & Conditional Use

Project Description:

The petitioner has requested a map amendment to rezone the subject property from M-1, Limited Manufacturing to C-3, General Commercial to accommodate the proposed apartment development and commercial out-lot on the subject property. It is appropriate to rezone the subject property from M-1 to C-3 to accommodate both uses since mixed-use Planned Unit Developments are allowed as a conditional use in the C-3 zoning district pursuant to Section 12-3-5-1. The petitioner has requested an exception to the bulk regulation for building height since the proposed apartment building will exceed the 45-foot maximum height restriction in the C-3 district. However, the proposed apartment building will meet all other C-3 bulk regulations as conceptually shown in the table below:

Bulk Regulations for Proposed Apartment Building		
Yard	Required	Proposed
Front Yard (South)	5 Feet	10 – 25 Feet
Rear Yard (North)	25 Feet	30 Feet
Side Yard (East)	5 Feet	12 – 20 Feet
Side Yard (West)	5 Feet	> 5 Feet
<i>Building Height</i>	<i>45 Feet</i>	<i>59.10 Feet (six-stories)</i>

**The petitioner has requested an exception to the building height regulation for the C-3 zoning district.*

Tentative Plat of Subdivision

Project Description:

The petitioner has submitted a Tentative Plat of Subdivision request in order to consolidate the existing three lots into one lot of record to reflect the redevelopment proposal of this property. The new, single lot of record will encompass the entire proposed apartment development with its amenities, commercial out-lot, cell tower enclosure, and retain the existing public access road to the Metra parking lot as shown in the Tentative Plat of Subdivision drawings (Attachment 5).

There are existing easements in the subject property that will need to be addressed to accommodate this new development proposal. The existing access easements under Document #T1997027 allowing public access to the Cumberland Metra Station along Northwest Highway and commuter parking lot will need to be altered to allow for the realignment of this roadway in coordination with the proposed Golf Road/Wolf Road/Seegers Road intersection reconstruction. There is also a sanitary district easement under Document #T1427055 for a large combined sewer line located along portions of the north/northwest property line. The petitioner has noted that this easement will not be altered or affected in any way from the proposed development. Additionally, there is an unrecorded use and access easement for the existing cell tower located on the northwest side of the Feather Factory building. The proposal includes the relocation of this cell tower on site or in the immediate vicinity with a revised easement agreement.

Compliance with the Comprehensive Plan

Several parts of the City of Des Plaines' 2019 Comprehensive Plan align with the proposed project. Those portions are as follows:

- Under Future Land Use Map:
 - The property is marked for higher density urban mix with residential use. The proposed development will take advantage of a well-located site next to Cumberland Metra Station, abutting main arterial corridors in Des Plaines, and general proximity to established residential neighborhoods.
 - The proposal would satisfy the goal to expand mixed-use developments in the Cumberland Metra Station and provide increased density and mixed uses within this area.
- Under Economic Development:
 - The Comprehensive Plan recognizes the economic vitality of the surrounding area and its importance to the broader region. The proposed redevelopment of this site would be in keeping with prior development efforts and transform a currently vacant building into a new development center for the surrounding area.
 - This proposal would also provide additional housing options for residents, especially those who utilize Metra to commute to and from work, and create a new Transit-Oriented Development hub in a portion of the City where there currently is none.

Compliance with the Cumberland Station Area TOD Plan

Several parts of the City of Des Plaines' 2010 Cumberland Station Area TOD Plan that align with the proposed project. Those portions are as follows:

- This proposal coincides with the top-priority goal to reconfigure the Golf Road/Wolf Road/Seegers Road intersection, as this is a main component of the new development.
- This proposal also transforms an existing property that is characterized of being more auto-oriented into a transit-oriented development focused around high-density residential units and an accessory commercial component.
- The proposal also facilitates a better environment for pedestrian access and circulation by improving access to and from the Cumberland Metra Station and parking lot.

Conditional Use and PUD Findings

As required, the proposed development is reviewed below in terms of the findings contained in Section 3.5-5 of the Zoning Ordinance:

A. The extent to which the Proposed Plan is or is not consistent with the stated purpose of the PUD regulations in Section 12-3.5-1 and is a stated Conditional Use in the subject zoning district:

Comment: A PUD is a listed conditional use in the C-3 zoning district. The proposed project meets the stated purpose of the PUD. Additionally, the redevelopment of the subject parcels will enhance the neighboring area, but also be cognizant of nearby land uses. Please also see the responses from the applicant.

B. The extent to which the proposed plan meets the prerequisites and standards of the planned unit development regulations:

Comment: The proposed development will be in keeping with the City's prerequisites and standards regarding planned unit development regulations. Please also see the responses from the applicant.

C. The extent to which the proposed plan departs from the applicable zoning and subdivision regulations otherwise applicable to the subject property, including, but not limited to the density, dimension, area, bulk, and use and the reasons why such departures are or are not deemed to be in the public interest:

Comment: The proposed project is in-line with the intent of a PUD as there are exceptions being requested to accommodate the scale of the proposed apartment building and the variety of uses planned for this mixed-use development. Additionally, some of the proposed exceptions are being requested to cover existing improvements such as the building height and the minimum lot areas for the variety of dwelling unit types. Please also see the responses from the applicant.

D. The extent to which the physical design of the proposed development does or does not make adequate provision for public services, provide adequate control of vehicular traffic, provide for, protect open space, and further the amenities of light and air, recreation and visual enjoyment:

Comment: All provisions for public services, adequate traffic control and the protection of open space are being accommodated in the proposed development. Moreover, the reconfigured Golf Road/Wolf Road/Seegers Road intersection will help guide motorists and pedestrians onto the new development and address many of the existing traffic concerns in this area. Please also see the responses from the applicant.

E. The extent to which the relationship and compatibility of the proposed development is beneficial or adverse to adjacent properties and neighborhood:

Comment: The proposed development complements existing development to the north and extends the commercial and residential development mix intended for the higher density urban mix with residential future land use, which is designated for this property. Additionally, considerations will be made to reduce any impact on the nearby residential uses from light and noise pollution. Please also see the responses from the applicant.

F. The extent to which the proposed plan is not desirable to physical development, tax base and economic well-being of the entire community:

Comment: The proposed project will contribute to an improved physical appearance within the City by constructing a new apartment building and commercial out-lot with several amenities and open space, which will contribute positively to the tax base and economic well-being of the community. Please also see the responses from the applicant.

G. The extent to which the proposed plan is in conformity with the recommendations of the 2019

Comprehensive Plan:

Comment: The proposed development meets the goals, objectives and recommendations of the 2019 Comprehensive Plan. Please also see the responses from the applicant.

Planning and Zoning Board Review: The Planning and Zoning Board met on September 22, 2020 to consider the requests for a Preliminary Planned Unit Development, Tentative Plat of Subdivision, Map Amendment, and Conditional Use for the proposed mixed-use development proposal at 414 E. Golf Road.

The petitioner and members of the project team provided an in-depth and detailed presentation with visual aids to describe the concept and features of the proposed mixed-use development. The petitioner provided a background of the development team behind the mixed-use development proposal. He described the current conditions, uses, zoning, and hardships of the subject property before providing an overview of the components of the proposed project as a whole. The petitioner described how the proposal was in-line with the 2019 Comprehensive Plan and 2010 Cumberland Station Area TOD Plan. He elaborated on the Planned Unit Development exceptions for building height and minimum dwelling unit size that were being requested based on the size and scale of the proposed development in addition to variations for the relocated cell tower height and setbacks.

Other team members described that Phase 1 of the development would include roughly half of the total proposed development including resident amenities, open space, cell tower relocation, realignment of access road to the Cumberland Station, and commercial out-lot for the site. It was reiterated that Phase 2 would not be implemented immediately and that roughly one acre of near term open space in the area designated for Phase 2 would be available to residents for use in the meantime. Members of the project team described that the proposed structures are positioned and designed to allow for interconnectivity and direct access between common areas, parking, and dwelling units. The drop-off aisle and visitor parking area proposed in front of the main entrance of the building would provide space for both visitor vehicles and drop-off of residents as needed. The proposed amenities were discussed in detail and shown in visual aids during the presentation. The proposed building material types and color schemes were touched on to provide a sense of the finished product when completed. Site buffering was discussed along the south and southwestern portions of the building to adequately screen the development from surrounding properties and to screen the relocated cell tower from view as much as possible. Landscaping was discussed as another component that would be installed throughout the site while still providing necessary sight lines along Golf Road, Wolf Road, and at the intersection of the UP Railroad and Golf Road. The team members discussed site access and circulation for motorists and pedestrians indicating the improved pedestrian and bicycle access along Golf Road/Wolf Road, intersection improvements at Wolf Road/Golf Road/Seegers Road, and realignment of the existing Cumberland Metra Station access road. The petitioner concluded with an overview of the market analysis done where he discussed the size, density, and type of dwelling units of multi-family developments constructed in the region. The petitioner claimed that these types of developments are comparable to the current proposal both in unit type, scale, and amenities provided to its residents.

The Planning and Zoning Board (PZB) Members asked if the development firm has a local office and, if so, its location; the proposed range of monthly rent; if the proposal would include any three-bedroom units; if there was a finalized end user for the quick service commercial establishment; how the management company

of the site would address Metra commuter parking on their property; at how emergency vehicles traveling eastbound on Golf Road would access the property; if the development team has plans to accommodate children in school; if there are any plans in place to address residents being dropped-off on the property; if the development team considered adding condos in lieu of apartments to this type of development; if the petitioner had any concerns with vacancy in existing apartment complexes and/or the new apartment developments being constructed or opening soon; if the petitioner is concerned about a saturation of apartment complexes in Des Plaines; what the proposed traffic signal cycle time for the eastbound Golf Road left turn lane would be; how a motorist would access the site from different directions on Golf Road/Wolf Road; how large the Feather Factory company was and its estimated number of employees; when the traffic study was done; if one bedroom apartments with a den were a part of the proposal; if there was sufficient open-space for the residents; if the development team would consider constructing a taller building in Phase 1 and getting rid of the development proposed for Phase 2; and how residents will enter the garages.

The Community and Economic Development Department presented a summary of the items requested by the petitioner, the process and reasoning for the multiple requests, the regulations required by the Zoning Ordinance, and the conditions imposed by staff for the proposed development. Staff also read several letters submitted by residents in opposition of the proposed development verbatim to the Planning and Zoning Board for the record. These letters addressed resident concerns surrounding traffic volume, pedestrian and motorist safety, crime, noise pollution, declining property values, aesthetics and size, type of development, train fatalities, privacy, and carbon footprint of the proposed development. They also suggested alternative uses for the property such as restaurants, sports facility, retirement community, animal shelter, and religious building.

Several members of the public were in attendance, asked questions, expressed concerns, and spoke in opposition of the proposed development. The first individual from the public was concerned about Des Plaines' high COVID-19 cases, that there are not many jobs available in Des Plaines, and that the City needs more businesses, not more apartments. The second individual was concerned that school children were not counted in the traffic study February 2020 due to the current pandemic. The third individual had concerns with traffic volumes generated from the proposed development with the typical traffic during rush hour, and flooding/drainage into her neighborhood from the proposed development. The fourth individual was concerned about the access to the Cumberland Metra Station and that new businesses should be there instead of the proposed development. The fifth individual was concerned about walkability as well as children walking and young adults driving in the area with the traffic volumes and proposed development. The sixth and final individual who spoke was concerned about the cell tower relocation, walkability, that the scale and size of the proposed development is too large, and that the proposed development would create additional traffic and accidents in the area.

The Planning and Zoning Board *recommended* (5-2) that the City Council *approve* the request with the five conditions in the Staff Report.

Three conditions were added by staff for City Council consideration after the September 22, 2020 Planning and Zoning Board meeting stating that the petitioner shall fully reconstruct the Golf Road/Wolf Road/Seegers Road intersection as part of the development, that the petitioner shall obtain approval of its final engineering plans for the subject property from the Public Works and Engineering Department, and that the final plans submitted with the Final Plat of PUD shall be in substantial compliance with the Preliminary Plat of PUD.

Recommendations: I recommend approval of Ordinance Z-23-20 to approve a Preliminary Planned Unit Development, Tentative Plat of Subdivision, Map Amendment from M-1 to C-3, and Conditional Use for a mixed-use Planned Unit Development in the C-3 zoning district subject to the following conditions:

Conditions of Approval

1. That a full traffic study, including all site access points and required content approved by IDOT, shall be provided at time of Final Planned Unit Development.
2. That a 10-foot wide side path should be constructed along the Golf Road and Wolf Road frontages within the public right-of-way, tying into the Cumberland Metra parking lot at the north.
3. That the governing documents for the subject parcels be reviewed and approved by the City Attorney prior to the recording of any Final PUD Plat or Final Plat of Subdivision.
4. A fire hydrant will be required within 100 feet of the fire department sprinkler connection at the proposed restaurant building.
5. All proposed improvements and modifications shall be in full compliance with all applicable codes and ordinances. Drawings may have to be modified to comply with current codes and ordinances.
6. The Petitioner must, as part of the Development, reconstruct at its cost and expense, the Golf Road/ Wolf Road/Seegers Road intersection when adding a fourth leg to accommodate northbound and southbound traffic on Wolf Road. The Final Engineering Plans and Final Plat of PUD shall incorporate plans depicting the reconstruction of this intersection and shall be approved by all agencies having jurisdiction over the roads connecting to the intersection.
7. The Petitioner must obtain approval of its final engineering plans for the Subject Property from the City of Des Plaines Public Works and Engineering Department.
8. The final plans submitted with the Final Plat of PUD shall be in substantial compliance with the Preliminary Plat of PUD.

Attachments:

- Attachment 1: Project Narrative
- Attachment 2: Petitioner's Standards for Conditional Use
- Attachment 3: Plat of Survey
- Attachment 4: Tentative Plat of Subdivision
- Attachment 5: Traffic Statement for Proposed Apartment Building and Commercial Out-lot
- Attachment 6: Preliminary Auto-Turn Diagrams
- Attachment 7: Location Map
- Attachment 8: Site and Context Photos
- Attachment 9: Chairman Szabo Letter from Planning & Zoning Board to the Mayor and City Council
- Attachment 10: Draft Excerpt from the September 22, 2020 Planning and Zoning Board Meeting

Ordinance Z-23-20

Exhibit A: Preliminary Plat of PUD

PROJECT NARRATIVE

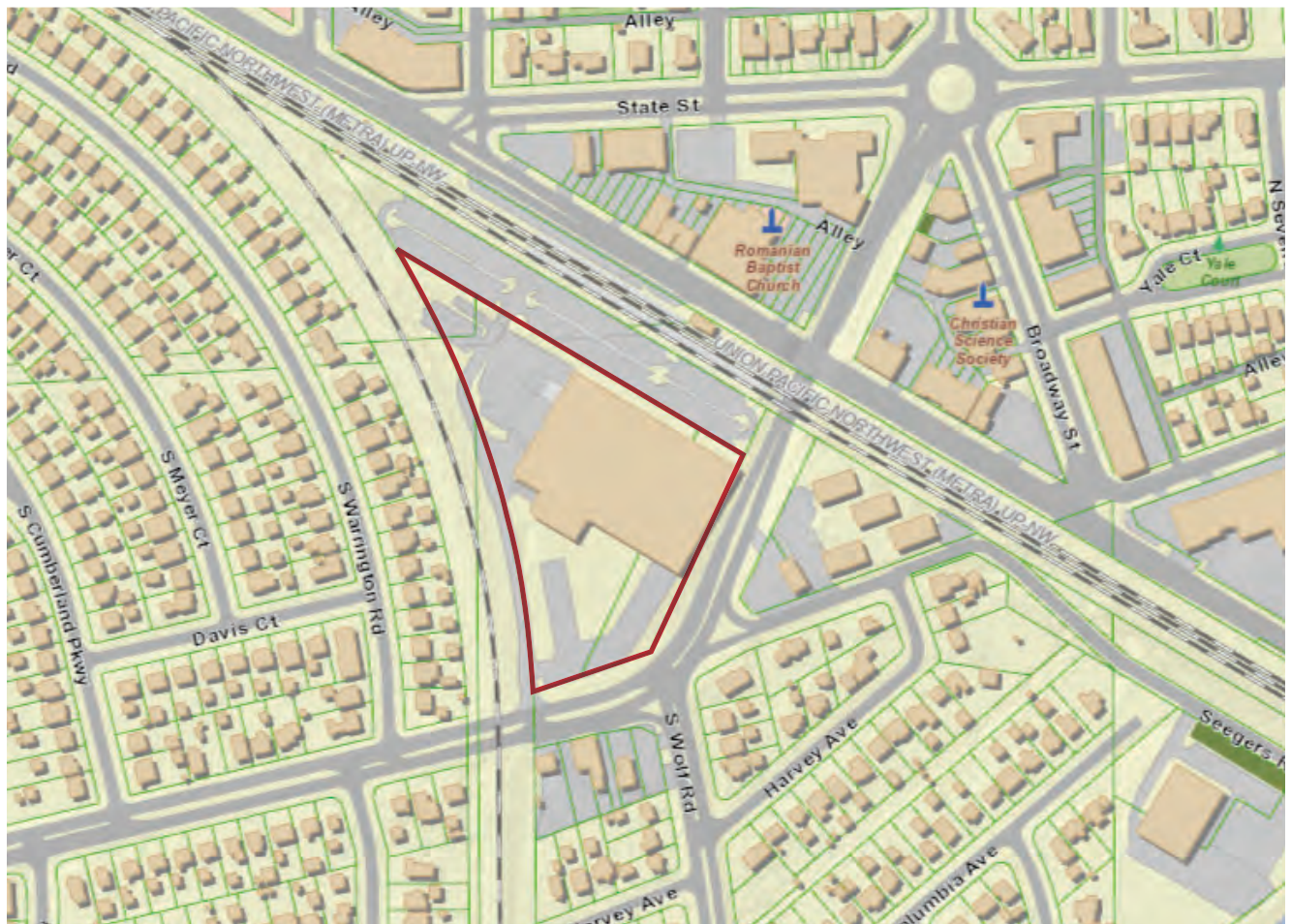
PROJECT DESCRIPTION

The following is a narrative summary for the revised application of a Preliminary Planned Unit Development (PUD) for the subject property ("Site") located at 414 E. Golf Road in the City of Des Plaines. The development site is currently occupied by a vacant industrial facility and is zoned M-1 Limited Manufacturing.

The applicant is proposing a new multi-family residential development, accompanied by a free-standing commercial use bisected by a reconstructed access drive that will align with the intersection of N. Wolf Road and E. Golf Road. The proposed residential development – branded as Cumberland Crossing – will be built in a single phase totaling 348 units. The proposed parking count is 448 spaces, with a cumulative ratio of 1.3 spaces per unit, which meets and exceeds current code requirements for a mixed-use development in a Transportation Overlay District.

The site is immediately adjacent to the Cumberland Metra Station parking lot to the (north). Access to the Metra parking lot is provided by an access road that is partially located on the subject property, with the remaining portions of the access drive located on Union Pacific right-of-way.

Site Context Map



PLAN REVISIONS OUTLINE

The following is a summary of proposed changes to the development plan for 414 E. Golf Road, originally submitted to the City of Des Plaines as a Preliminary PUD application on July 24, 2020. The points summarized below are described in further detail on the following pages of this Project Narrative.

In light of community input regarding the proposed Cumberland Crossing development, the Project Team has been reevaluating previously submitted plans for 414 E. Golf Road in order to address concerns raised by local residents and other members of the community. This includes comments received during the October 19th, 2020 City Council hearing, as well as subsequent engagement efforts – including most notably five neighborhood meetings conducted in January 2021. Based on the comments received through these efforts, the Project Team has revised its proposal for the site as follows:

- **Reduced Building Height** – The new proposal for 414 E. Golf Road has reduced the building height from six (6) stories down to five (5) stories, which translates to a new proposed building height of 59'-10". The previous proposed height was 71'-4". The new building height will still require a variance to exceed 45' Maximum Building Height, allowing for one additional story.
- **Reduced Unit Count** – The new proposed unit count has been reduced from 449 total units down to 348 units – a 22.5% reduction. The proposed unit breakdown includes 67 studios, 219 1-bedroom units, and 62 2-bedroom units.
- **Reduced Density** – Based on the proposed 348 units, the projected density of the site has also been reduced from 69.2 units/acre down to 53.6 units/acre. This correlates to an increase in the lot area per unit from an original 630 square feet/unit up to a new total of 812.5 square feet/unit. The new proposed site density will still require a variance to exceed the City's Minimum Lot Area requirement of 1,815 square feet/unit.
- **Increased Parking Ratio** – While the number of proposed parking spaces has been reduced from 494 spaces down to 448 spaces total, the overall parking ratio has been increased up to 1.3 spaces per unit (originally 1.1 spaces per unit was proposed). The new parking configuration includes 395 internal spaces and 53 surface spaces, which allows for all units to have at least one internal parking space, while also increasing the amount of potential on-site visitor spaces. Additional short-term loading and drop-off spaces are also provided on-site to support building operations and reduce congestion on surrounding streets.
- **South Building Façade Shifted** – The southernmost façade of the proposed multi-family residential building has been shifted north by roughly 25 feet. This space will allow for an increased landscape buffer between the new building and proposed access drive realignment at the intersection of Wolf & Golf Roads.
- **Façade Enhancements** – The proposed residential building's material palette has been reexamined and reapportioned to ensure that high-quality, timeless materials are a focus of the façade construction. For example, brick materials are now proposed to cover approximately 60% of the combined building façade, up from 34% in the initial design.
- **Reduced Construction Timeline** – The previous proposal for 414 E. Golf Road called for the residential building to be completed in two separate phases. The revised proposal consolidates the residential component into a single phase, thereby reducing the overall construction timeline down by roughly 50% or more.

In addition to these proposed changes, Terra Carta Partners also reaffirms its commitment to develop a high-caliber project with generous architectural detailing, landscaping, and urban design elements. A side by side comparison of the original and revised Site Plan Exhibits are provided on the facing page.

Original Cumberland Crossing Site Plan (7/24/2020)



Revised Cumberland Crossing Site Plan (2/10/2021)



SITE CONTEXT

The Site is 6.49 acres, and is currently occupied by a vacant 106,900 square foot industrial/warehouse building. Surface parking lots are located along the southern portions of the property line along the Golf/Wolf Road frontage. A truck loading and fenced-in storage area is located on the north/northwest side of the existing buildings, which has little other improvements aside from an existing cellular tower that is proposed to be relocated on site and replaced in like-kind. The western edge of the property is bound by an existing access road off of Golf Road, which provides access to the on-site parking areas, loading areas, and the Cumberland Metra station and commuter parking lot to the north. This access road is partially located on the subject property and subject to easement agreements, noted in further detail below.

Including the above-mentioned access road, vehicular circulation routes exist on all sides of the property, with no occupiable land uses immediately adjacent. The Cumberland Metra Station commuter parking lot is located to the immediate north of the site, which provides access to the Cumberland Metra Station just north of the parking lot.

The south/southeast sides of the property are bound by Golf Road and Wolf Road, respectively, with a mix of multi-family residential, single-family residential, and commercial and automotive service beyond opposite those roadways. The Wolf Road frontage has a notable grade separation due to an existing retaining wall that increases in height towards the east corner of the property.

The west side of the property is adjacent to a Union Pacific freight line, which includes a portion of the existing site access drive. Beyond the freight rail line is an existing single-family residential neighborhood, which largely faces away from the subject property. Upon completion, the proposed residential building will be roughly 150 feet from the nearest single-family property line to the east, 170 feet to the southwest; and roughly 180 to 250 feet from the closest single-family structures to the east and southwest respectively.

Easements and Use Agreements

There are several easements and use agreements in place on the Site today, which will need to be revised or redrafted as part of this development proposal.

- Easements allowing public access to the Cumberland Metra Station and commuter parking lot (per Document T1997027) will remain, but will require amendment to accommodate the proposed access drive realignment. This effort is anticipated to involve the Site owner, City of Des Plaines, Metra, and Union Pacific. Union Pacific also owns/controls portions of the access road, which is bisected by both UP land and the subject property line.
- A Sanitary District easement runs along substantial portions of the north/northwest property line, which will remain in place (per Document T1427055). This easement contains and provides access to a substantial MWRDGC combined sewer line, and will not be encumbered by the proposed development.
- A cellular tower exists on the northwest side of the existing building, which is covered by an unrecorded use and access agreement. This tower will be necessarily relocated or replaced with a new location and apparatus on Site or in the immediate vicinity. Further coordination on this matter with the property owner, tower operator, and City of Des Plaines is anticipated in advance of the Final PUD application.

Legal Description

LOTS 2, 3, 6 AND 7 (TAKEN AS A TRACT) (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF CHICAGO AND NORTHWESTERN RAILWAY COMPANY AND THE WESTERLY LINE OF WOLF-GOLF ROAD PRODUCED; THENCE SOUTHWESTERLY ALONG THE WESTERLY LINE OF WOLF-GOLF ROAD PRODUCED, 110.55 FEET; THENCE NORTHWESTERLY PARALLEL TO THE SAID SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY TO THE EASTERLY RIGHT OF WAY LINE OF THE WEST WYE TRACT OF SAID CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE OF SAID WYE TRACT TO THE NORTHWESTERLY LINE OF LOT 3 IN SEEGER'S SUBDIVISION THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF LOT 3, 76.13 FEET TO THE SAID SOUTHERLY RIGHT OF WAY LINE OF SAID CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE SOUTHEASTERLY 909.89 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE PLACE OF BEGINNING; AND ALSO EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 18, FOR A DISTANCE OF 1185.2 FEET; THENCE EASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 102 DEGREES 23 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 2437.1 FEET; THENCE NORTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 51 DEGREES 35 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 126.1 FEET TO THE POINT OF BEGINNING WHICH IS ON THE NORTH RIGHT OF WAY LINE SEEGER ROAD; THENCE EASTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE WHICH FORMS AN ANGLE OF 45 DEGREES 05 MINUTES TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 84.7 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 45 DEGREES 05 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 430.2 FEET TO A POINT WHICH IS ON THE CHICAGO AND NORTHWESTERN RAILWAY RIGHT OF WAY LINE; THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE WHICH FORMS AN ANGLE OF 84 DEGREES 22 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, FOR A DISTANCE OF 120.6 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 95 DEGREES 38 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 549.8 FEET TO A POINT ON THE AFORESAID NORTH RIGHT OF WAY LINE OF SEEGER ROAD; THENCE EASTERLY ALONG SAID NORTH RIGHT OF WAY LINE WHICH FORMS AN ANGLE OF 45 DEGREES 05 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 84.7 FEET MORE OR LESS TO THE POINT OF BEGINNING; AND ALSO EXCEPTING FROM SAID TRACT THAT PART THEREOF LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF THE RIGHT OF WAY OF WOLF-GOLF ROAD); IN SEEGER'S SUBDIVISION OF PART OF THE SOUTH 1/2 OF FRACTIONAL SECTION 7 AND PART OF THE NORTH 1/2 OF FRACTIONAL SECTION 18, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR USE AND OPERATION OF A ROADWAY AS ESTABLISHED BY GRANT FOR CHICAGO AND NORTHWESTERN RAILWAY COMPANY TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 13454 RECORDED AS DOCUMENT NO. LR1997027, AND THE TERMS AND CONDITIONS THEREOF.

POLICY CONTEXT

The proposed development directly conforms with a number of the City's top policy and economic development goals, informed by several studies and extended planning processes – and represents a unique opportunity for strategic implementation and advancement of stated goals.

2019 Comprehensive Plan

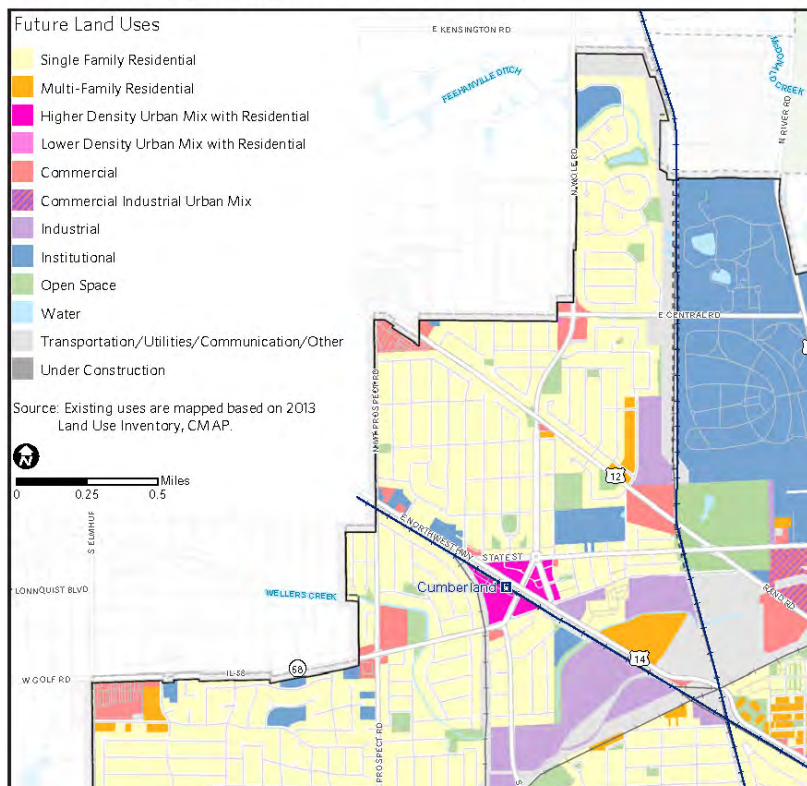
As proposed, the plan for 414 E. Golf Road is supported by the top two “Overarching Principles” noted of the Comprehensive Plan (page 8), which directly reference the Cumberland Metra Station and surrounding district. This includes the priority to:

- **Expand Mixed-Use Development** – *The City should focus its efforts on expanding mixed-use developments in the Downtown, near the Cumberland Metra Station, and along the Oakton Street Corridor. Mixed-use developments encourage development within compact areas of land, reduce traffic and pollution, and contribute to the creation of a pedestrian-friendly environment.*
- **Provide a Range of Housing Options** – *In addition to mixed-use development, the City should be open to the development of high-quality townhomes and other multiple-unit residences that would provide convenient access to shopping, civic uses, and open space. Downtown Des Plaines and the stretch of Northwest Highway near the Cumberland Metra Station are already home to a variety of housing types; these units provide valuable housing options for the community and allow people to live within close walking distance of several amenities...*

Future Land Use

In addition to advancing top policy objectives, the Site is specifically identified in the community's Future Land Use Map on page 14, as a location for 'High Density Urban Mix with Residential' (HDUMR), the same land use designation as shown within the downtown core. Furthermore, the site is by far the largest property within the Cumberland Station's HDUMR cluster, as well as the most proximate to the station. Combined, these factors present the City with the single most impactful opportunity to implement new multi-family development at suitable density and volume to help realize it's envisioned land use and economic development goals.

Figure 2.1. Future Land Use Map (North of Dempster Street)



Other associated land use policies in support of the proposed development include:

- **Land Use Plan, Residential (page 11)** – A primary goal of the Des Plaines Comprehensive Plan is to preserve and enhance established single-family neighborhoods, *while expanding denser housing options*. To accomplish this, the Land Use Plan underscores the desire for attached Single-Family and multifamily developments in the Downtown, near the Cumberland Metra Station, and along the Oakton Street Corridor.
- **Multifamily (page 12)** – *The Land Use Plan supports the development of high quality multifamily housing located in denser areas near multi-modal facilities...*

Transportation

The proposed plan also incorporates and helps to implement several of the transportation goals and *Recommended Priority Improvements* identified in the Comprehensive Plan. These include the realignment and enhancement of bike & pedestrian facilities at the Golf & Wolf Road intersection, and completion of a critical northern link of the proposed Wolf Road Bikeway connecting Cumberland Metra Station to Maine West High School (Items E & 3 – Recommended Pedestrian and Bike Improvements map on page 38).

2010 Cumberland Station Area TOD Plan

The Cumberland Station TOD Plan analyzed the Cumberland station area and provided guidance on how to attract transit-supportive development and establish a range of pedestrian improvements within a ¼ mile of the station. Ultimately, the plan identified a range of Key Initiatives for implementation in both short- and long-term, of which several are of directly relevance to the subject Site. Notable examples include:

- **Reconfiguration of the Golf/Wolf/Seegers Intersection.** This enhancement was identified as a top short-term priority, and is now included as an essential component of the proposed plan for the Site.
- **Facilitation of private-driven redevelopment of large auto-oriented sites into transit-supportive uses.** This key long-term initiative reflects the desire to redevelop the subject property, primarily as a dense, residential development. Another aspect of the envisioned long-range master plan concept includes a small new commercial use in the immediate proximity of the realigned Golf/Wolf intersection, which is also included in the proposed Site Plan.

While the current proposal enables the substantial realization and implementation of the Cumberland Station Area TOD Plan there are a few departures from the envisioned development concept, which was prepared in 2010 and have since been determined to be infeasible based on current market trends and conditions. Examples include the subdivision of the property by a new central access drive, resulting in a dramatic reduction in land use efficiency; inclusion of lower-density building types that are not able to adequately support the land and infrastructure costs associated with the envisioned development; and inclusion of condominiums, which are not considered feasible under current conditions.

A market snapshot has been provided as part of this application and summarized later in this narrative, which identifies the range of densities and unit types that are more appropriately suited to modern transit-oriented development projects – and supported by the current real estate market.

ZONING

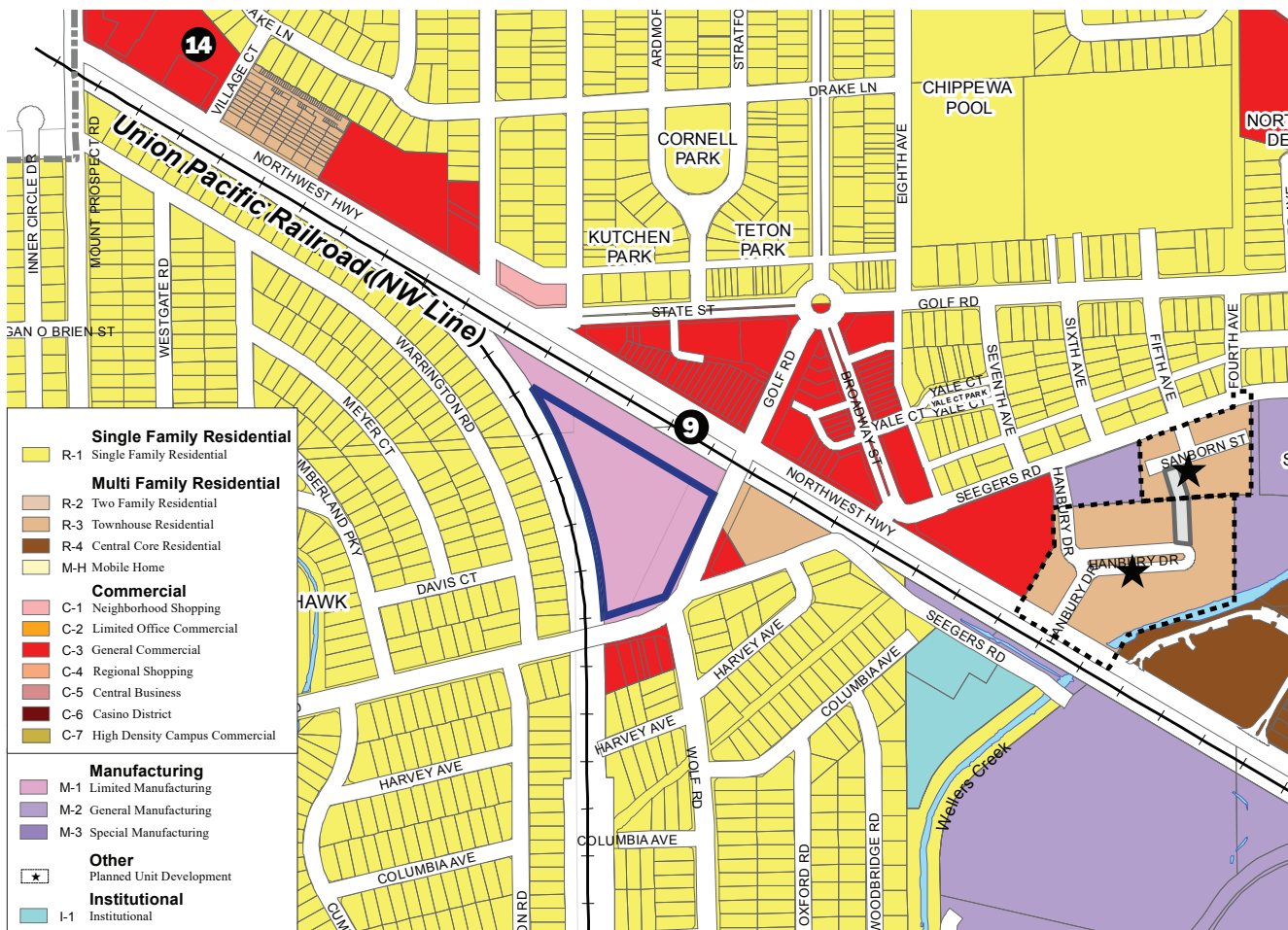
The proposed zoning for the Site would replace the current M-1 Limited Manufacturing zoning with C-3 General Commercial zoning, with conditional use as a Mixed-Use Development.

The underlying C-3 designation is consistent with neighboring C-3 zoned properties to the immediate south and east, and with the bulk of the Cumberland Station Area properties located along the north side of Northwest Highway. Conditional use as a Mixed Use Development is supported by the site's proximity to the Cumberland Metra Station and intended character and use identified in the City's Comprehensive Plan and Cumberland Station Area TOD Plan as outlined above.

A property with existing multi-family residential uses is located to immediate east of the Site across Golf Road, which is zoned R-3 Townhouse Residential. An R-1 Single Family Residential district is located to the southeast of the Site beyond the Golf/Wolf/Seeger intersection.

To the west of the site is an existing neighborhood with R-1 Single-Family zoning, however these properties are not immediately adjacent and separated from the Site by an existing Union Pacific freight line.

Current Zoning Map



Variations to Bulk Standards

The following major variations to the City's bulk standards for development within a C-3 General Commercial District and/or as a conditional use as a Mixed Use Development within a C-3 General Commercial District are anticipated:

- **Minimum Lot Area** – at 812.5 square feet per unit, the proposed residential development exceeds minimum lot area requirements of 1,815 square feet per unit (24 units/acre) for C-3 Mixed Use developments. Proposed densities are consistent with comparable TOD projects within the City and surrounding region. See the *Real Estate Market Conditions* section of this narrative for additional information about relevant examples.
- **Height** – the proposed height of 59'-10" exceeds the maximum permitted height of 45'. The proposed development is five-stories tall, including four floors of residential use over one floor of podium parking.
- **Relocated Cellular Tower Variances** – the proposed plan relocates the site's existing cellular tower into the northwest corner of the property, where it will encroach on the required 50' setback. The existing tower 98' tall tower will be replaced in like-kind, however once the property is rezoned to C-3 it will exceed the permitted maximum height of 50'.

Zoning Regulations Table

		C-3 Mixed Use	Proposed
Site Area	282,762 SF (6.49 AC)		
Building Coverage	106,900 SF Existing (37.8%)		142,225 SF (50.3%) combined total
Residential			140,225 SF
Commercial			2,000 SF
D. Site Specifications			
1. Minimum Lot Area		1,815 SF/Unit	812.5 SF/Unit
2. Minimum Yards			
a. Front Yard	<i>From back of sidewalk on proposed access drive</i>	5 ft.	10 ft. - 25'
b. Side Yard	<i>Provided (Wolf Road)</i>	5 ft.	12 ft. - 20 ft.
c. Rear Yard		25 ft.	30 feet
3. Maximum Height		45 ft.	59 ft. - 10 in.
F. Parking Requirements <i>Within 2,500' of rail station</i>			
Proposed Residential	348 total units	379 required	448 total (1.3/unit)
Studio	67 units	1 space/unit	67 spaces (1/unit)
1 Bedroom	219 units	1 space/unit	219 spaces (1/unit)
2 Bedroom	62 units	1.5 spaces/unit	93 spaces (1.5/unit)
<i>Additional Parking for Residents / Visitors</i>		<i>0 required</i>	<i>69 spaces</i>
Proposed Commercial	2,000 SF (gross)	Class B Restaurant	13 spaces (6.5 / 1,000 SF)

PROPOSED DEVELOPMENT PLAN

The plan for the redevelopment of 414 E. Golf as Cumberland Crossing will enable a new mixed use, transit-supportive development that serves as a catalytic investment in the surrounding community. The current proposal has been revised based on input from City leadership and community members, striving to meet best practices for transit-oriented developments while also mitigating potential impacts on the surrounding community. An outline of the proposed plan metrics, and more detailed overview of the proposed building and site enhancements is outline below – and in the attached plan exhibits.

Residential Development

The proposed transit-oriented multi-family development will consist of a five-story podium-style building with ground floor covered parking and four floors of apartments above podium level. In addition to parking, the ground floor will include a two-story lobby, leasing offices, mailroom, bicycle storage, and trash collection rooms. The ground floor parking garage will include approximately 395 parking spaces. An additional 53 outdoor parking spaces will be provided for a total of 448

Proposed Development Summary

Residential	
Units	348
Parking	
Internal	395
Surface	53
	448
Commercial	
Units	2,000
Parking	13
Stacking	6-8

Proposed Cumberland Crossing Site Plan



spaces. A loading space for move-ins/move-outs will be provided at the surface parking lot directly northwest of the building. Loading/drop-off spaces are also provided along the main entry circular drive.

A portion of the second floor will be occupied by an approximately 10,000 sf amenity space, which will include a lounge area, community kitchen, co-working space, fitness and yoga, as well as common restrooms. The centrally located amenity area will be directly accessible from an approximately 39,573 sf second floor green roof/terrace; with an additional combined 3,880 square feet of second floor terrace space on the exterior of the building. The main terrace spaces will include a pool, spa, outdoor grilling area, sitting areas, yoga lawn, event lawn, and outdoor theater. Second floor apartment units facing the green roof will include private patios.

Luxury apartment units will occupy the remaining portion of second floor as well as floors three through five. A mix of studios, one, and two-bedroom units will be provided and consist of 67 studios, 219 one-bedroom units, and 62 two-bedroom units, for a total of 348 units. Apartment amenities will include 9 foot ceilings, stainless steel appliances, tile backsplash, quartz counters, tile shower surrounds, smart thermostats, balconies, window treatments, wide plank vinyl flooring, in-unit laundry, high speed internet access and keyless apartment entry locks.

The contemporary building design will feature a complimentary mix of utility size face brick, thin brick, and prefinished wood grain texture fiber cement panels and siding. Three brick and three fiber cement colors are proposed. The podium level will consist primarily of brick with louvered, and spandrel glass openings, accented by fiber cement siding. The upper portion of the building consists primary of fiber cement siding and panels with brick extending up to and including the fifth floor at prominent elements. A decorative metal canopy is proposed at the roof level to accentuate building corners. Floor to ceiling windows and hanging metal balconies, tied back to building complete the design.

Proposed Building Elevation Illustrations

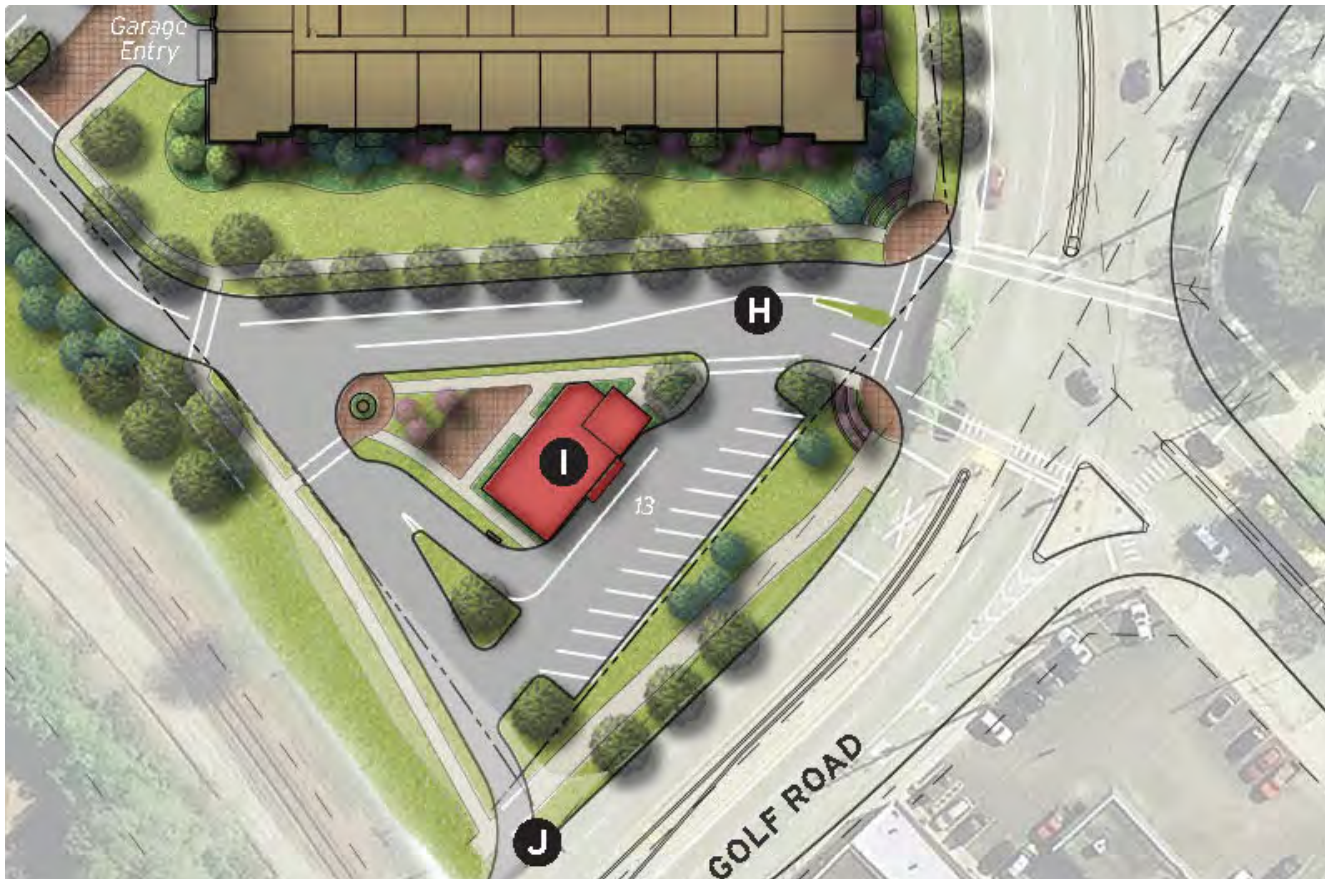


Commercial Development

A small, 1-story commercial use of roughly 2,000 square feet is proposed in the southern portion of the Site, in close proximity to the realigned intersection of Wolf and Golf Roads. The location and orientation of this use is intended to take advantage of the intersection's high visibility and convenience for daily commuters coming and going from the Cumberland Metra Station – and for residents living within walking distance of the Site. A specific tenant has not yet been confirmed at the time of this application, however the desired intent of the use is for a limited service and convenience-oriented food & beverage provider such as a coffee shop. Drive-thru service and ease of access are critical operational features. Indoor seating is expected to be limited in response to both the size and nature of the anticipated service model. The Site Plan shows 13 head-in/angled parking spaces, along with six to eight stacking spaces associated with the drive thru to support the anticipated use – all of which would be accessed through a one-way loop off of the realigned access drive. Some outdoor seating and decorative landscaping is also included as part of the proposed plan. Though the specific location and design are not yet determined, building signage and a free-standing sign element along Golf Road are anticipated.

While the building's architectural style and character will be largely influenced by the future tenant's corporate design standards. However, it is expected that the building's design and aesthetic qualities will also complement the proposed residential development and adequately reflect the important and highly visible location at the 'front door' of the Cumberland Crossing project site and Cumberland Metra Station beyond it.

Proposed Commercial Use Concept



Site Access & Circulation

Vehicular Access

As noted previously, the proposed development will be loaded off of the existing Metra Station access drive, which will be partially realigned to connect with the intersection of Wolf & Golf Roads. Additional study of the intersection realignment's geometrics and coordination with associated agencies – including the City of Des Plaines, IDOT, and Union Pacific – is required, however the proposed plan is directly supported by numerous policy recommendations and past site and area planning efforts. This improvement will provide greater control and visibility to cars entering and traveling through the Site, while also increasing the distance between the primary access point and existing at-grade rail crossing at Golf Road at the southern end of the property. An illustrative plan drawing of the envisioned access drive realignment and aerial view of existing conditions is provided for reference on the following page.

Upon entering the Site the primary access drive will generally follow the course of the existing road, which will be enhanced with streetscape furnishings – including new decorative lighting and street trees located within a tree lawn, providing a buffer between the road and adjacent sidewalk. A minimum curb to curb width of 26 feet is proposed in accordance with recommendations provided by the City during the Technical Review process in order to ensure adequate access for fire and safety services.

The existing access drive connection at Golf Road is currently shown as remaining in the proposed site plan, however it is anticipated that this entrance will be converted to limited access – allowing for only right-in/right-out, right-out only, or emergency access only – if not removed. Further study of this access point is expected and will be supported by the development team's traffic and engineering consultants, as well as input from City, IDOT, and Union Pacific.

Additional information regarding projected traffic impacts is provided in the attached Traffic Impact Statement prepared by KLOA.

Building Access

Two vehicular entry and exit points are planned for the parking garage, both accessed from a common circle drive located at the western portion of the site. The circle drive will feature decorative landscaping and paving and provided additional loading/drop-off areas in close proximity to the building's main entrance. In addition to the main entrance, additional pedestrian access points are provided on the west, north, and east sides of the building, which will be controlled to ensure security. The northern building entrance is located to allow direct, convenient access to the Metra Station, and will feature decorative landscaping and lighting, and a commuter lobby that further enhance the project's transit-supportive nature.

Bike & Pedestrian Circulation

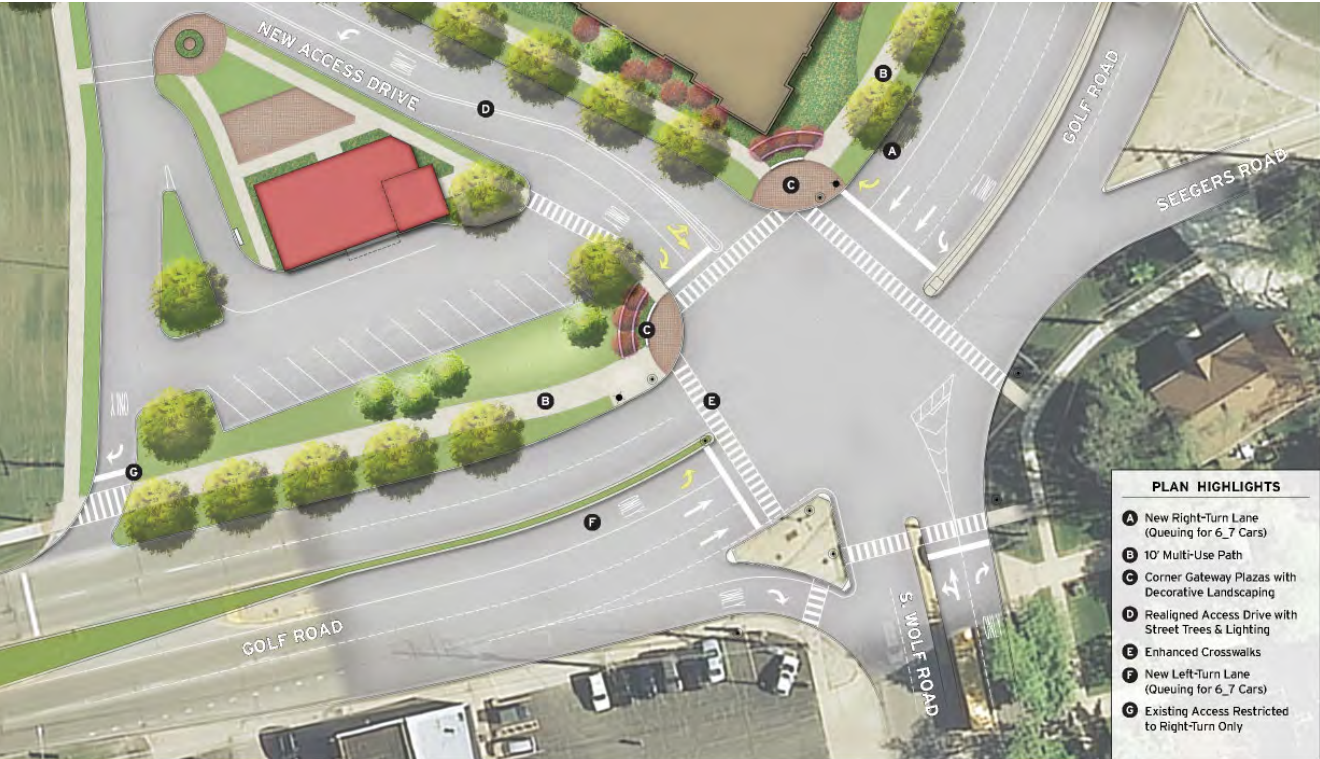
The proposed plan will enable pedestrian circulation around all sides of the building, providing multiple routes and linkages for both residents of the new development and the surrounding neighborhoods. These routes will be improved with decorative landscaping and lit to ensure safety and comfort and align with essential street crossings.

The existing sidewalk along the east side of the site – along the Golf and Wolf Road frontages – will also be widened to ten feet to allow for a new multi-use path in support of City and County efforts to implement a network of local and regional bike trails. To support this use, an improved and expanded bike parking area is proposed at the easternmost corner of the subject property and on the Metra Commuter lot (southeast corner). The strategic location of this facility is intended to allow for convenient access from the proposed bike route, while also helping to mitigate conflicts with pedestrian activity in closer proximity to the station platform entrance and discourage potentially dangerous crossing behavior of the tracks. Further coordination with the City, Metra, and Union Pacific is required in designing and implementing this facility.

Existing Golf/Wolf Road Intersection



Proposed Golf/Wolf Road Intersection Concept



Landscaping & Open Space

Similar to the building's architecture, the proposed Site landscaping employs a 'four-sided' approach where all sides of the proposed building feature high-quality perimeter landscaping. The planting plan will include a mix of canopy, evergreen, and ornamental trees, as well as an array of seasonal and perennial planting beds that meet the City's landscape standards while also complementing the aesthetic character of the building. Special attention will be paid to landscaping at the main entrance and at the commuter entrance on the north side of the building, which will be highly visible from the Metra commuter lot.

Open Spaces

The proposed building includes a substantial amount of open space in the form of a second-story green-roof/terrace and amenity deck. The second floor open spaces will total roughly 1 acre in size, and provide building residents and guests with a wide range of on-site amenities and activities. An additional half-acre of passive open space is provided in the northwest corner of the property, whose use may change over time to support the interests of the building's residents. In whole, the proposed plan incorporates roughly 1.5 acres of space.

Site Buffering

While the intention of the landscape plan is to enhance views and connectivity between the Site, surrounding streets and commuter lot, additional landscape buffering is proposed along the western edge of the site between the main access drive and neighboring Union Pacific freight line. This buffer, which would include new evergreens and canopy trees will help to minimize visual and auditory impacts to both residents of the new building and of the existing single-family neighborhood to the west. Similarly, the location and layout of the proposed building allows for both increased sun exposure for on-site amenity spaces and units, while also effectively avoiding reductions of sun exposure on any nearby or neighboring homes.

Grading & Drainage

Based on an analysis of the property and proposed site development plan, the majority of stormwater detention will be provided by a constructed vault located below portions of the residential building footprint. Site volume control will be primarily addressed through the use of CA-7 stone within the aforementioned detention vault, through capture and infiltration on portions of the second story green roof, and with permeable pavers located on residential building's main entrance drive.

A preliminary approach to stormwater management has been prepared by Spaceco (see attached Preliminary Grading and Utility Plan).

REAL ESTATE MARKET CONDITIONS

Extensive analyses of real estate market conditions was developed by SB Friedman Development Advisors and Hoffman Strategy Group, which included a special focus on market rate apartment trends and standards. Key findings from their analyses include:

- **The overall unit density for Cumberland Crossing is comparable to recently delivered apartment projects in the market.** As shown in the chart below, the proposed density of 53.6 units per acre (du/ac) falls within the range of comparable projects within the region (ranging from 42 du/ac to 87 du/ac).
- **Cumberland Crossing's proposed unit mix favors studio and one-bedroom apartment units.** The balance of unit types proposed has been tailored in response to leasing trends at other nearby comparable projects, including Buckingham Place. As a result, over 82% of the proposed units are studios or one-bedroom apartments, which is a higher proportion than other apartment projects in the market. This approach is based on observed market trends which show a shift towards smaller apartment units in new apartment projects, which have been more successful in leasing up smaller end units.

Proposed Development Summary

	Studio	1 Bdr	2 Bdr	Total
Unit Mix	67	219	62	348
	19.3%	62.9%	17.8%	100%
Parking				Flex
Count	67	219	93	69
Ratio	1/unit	1/unit	1.5/unit	---
				1.3/unit

Residential Density Comparison

Ellison	87 du/ac
One Wheeling Town Center	84 du/ac
20 West	73 du/ac
Original Cumberland Crossing Plan	69 du/ac
Revised Cumberland Crossing Plan	53.6 du/ac
Buckingham Place	45 du/ac
Uptown 500	42 du/ac
C-3 District Maximum	24 du/ac

	STABILIZED APARTMENTS		NEWLY DELIVERED APARTMENTS		
	Buckingham Place	One Wheeling Town Center	Ellison	Uptown 500	20 West
Municipality	Des Plaines	Wheeling	Des Plaines	Wheeling	Mount Prospect
Developer Name	The Dearborn-Buckingham Group	Lynmark Construction and Management, LLC	Opus Development Corporation	KR Developments	Nicholas & Associates, LLC
Open Date	October 2018	May 2019	September 2019	April 2020	October 2019
First Move-In Date	January 2019	July 2019	NA	NA	NA
Unit Count	267	301	113	321	71
Unit Mix – Count (1)	19 / 149 / 98 / 1	11 / 129 / 152 / 9	- / 75 / 38 / -	106 / 2 / 213 / -	9 / 41 / 20 / 1
Unit Mix – Percentages (1)	7% / 56% / 37% / <1%	4% / 3% / 50% / 3%	- / 66% / 34% / -	33% / 1% / 66% / -	13% / 58% / 28% / 1%
Acreage	5.3	4.5	13	7.6	1.0
Gross Units Per Acre	45	84	87	42	73
Average SF by Unit Type (1)	603 / 745 / 974 / 1,786	611 / 788 / 1,235 / 1,494	- / 749 / 1,179 / -	671 / 761 / 1,156 / -	611 / 765 / 1,042 / -
Average Price PSF by Unit Type (1)	\$2.50 / \$2.32 / \$2.17 / \$1.90	\$2.35 / \$2.21 / \$1.80 / \$2.25	- / \$2.26 / \$2.23 / -	\$2.23 / \$2.33 / \$1.90 / -	\$2.89 / \$2.43 / \$2.20 / -
Average Chunk Rent by Unit Type (1)	\$1,508 / \$1,728 / \$2,113 / \$3,393	\$1,486 / \$1,741 / \$2,223 / \$3,362	- / \$1,768 / \$2,747 / -	\$1,496 / \$1,773 / \$2,196 / -	\$1,765 / \$1,908 / \$2,897 / -
Vacancy Rates (1)	26% / 5% / 10% / 100%	0% / 3% / 32% / 67%	- / 4% / 61% / -	NA / NA / NA / -	44% / 44% / 25% / -

(1) Studios / 1-BR / 2-BR / 3+BR
Source: Blue Moon Management Company; Contact: Coldwell Banker Management/Unit/Unit Properties; SB Friedman

SB Friedman Development Advisors

DEVELOPMENT SCHEDULE

The following preliminary schedule has been outlined for proceeding with the entitlements, permitting, construction, and occupancy of the proposed Cumberland Crossing Development. Further refinement and coordination is anticipated as the project advances through the PUD application review process.

Entitlements

- Preliminary PUD Application & Review July 24, 2020 – Late August 2020
- Final PUD Submittal Preparation, Application & Review September 2020 – March 2021

Design

- Schematic, Design Development, Construction Documents Begin April 2021 – September 2021

Permitting

September 2021 – December 2021

Construction

January 2021 – September 2023

414 E. Golf Road - Cumberland Crossing Standards of Conditional Use Responses

AUGUST 19, 2020

Responses to the City's Standards for Conditional Use are provided below.

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

The proposed mixed-use development for 414 E. Golf Road is a permitted conditional use as stated in the City's Municipal Code under Section 12-3-5-1: *Mixed Use Developments*, under sub-section C. *Special Uses*; and meets the purpose and intent of sub-section A.

A. Statement Of Purpose: The purpose and intent of these provisions is to permit the construction of residential dwelling units on the same zoning lot as commercial developments.

C. Special Uses:

1. Mixed use developments are allowed as a conditional use in the C-3 general commercial zoning districts.

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

The proposed development accomplishes the objectives of allowing a mixed-use development as a conditional use, which are stated in 12-3-5-1.B:

1. Contribute to the economic viability of existing commercial areas; and

2. Encourage the implementation of innovative housing options, by providing alternatives to the typical detached single-family dwelling unit.

The proposed development would contribute substantially to the viability of nearby businesses *and* efforts to attract new businesses by both providing an increase in the local population, and serving as a highly-visible, landmark development that anchors the City's efforts to promote the Cumberland Metra Station Area as a transit-oriented district.

The proposed development also provides a range of multi-family residential unit types and sizes, with a unit mix that has been purposefully designed to fully satisfy the housing needs of people seeking to live in Des Plaines and is consistent with other transit-oriented development projects within the City and surrounding region.

Overall, the proposed development fulfills the City's long-time land use, economic development, and transportation goals for both the site and surrounding district, and is consistent with 'High Density Urban Mix with Residential' future land use designation identified for the site in the City's Comprehensive Plan.

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 proposed development is indicative of a modern transit-oriented development, which aims to increase residential density and overall activity within close proximity to regional transit infrastructure. The scale, style, and four-sided architectural design of the proposed residential building lend prominence to the site on par with its strategic location within the Cumberland Station Area District, and as a northern gateway into the community.

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

The proposed development is consistent with best practices for mixed-use and multi-family residential development within a transit-oriented district, and satisfies a number of the City's stated land use and economic development goals. In developing the property, a range of streetscape and public realm enhancements will be implemented throughout the site that help to improve pedestrian access, safety, and comfort – most notably for Metra commuters. Landscape enhancements will also greatly improve conditions along the perimeter of the site, and provide increased buffering between the Metra Station, proposed building(s) and nearby residential neighborhoods. In addition, the traffic improvements will also benefit the surrounding neighborhood.

5. The proposed conditional use is to be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or the persons or agencies responsible for the establishment of the proposed conditional use shall provide adequately any such services;

The design of the proposed site and building plans provide adequate provision for public services, control over vehicular traffic, provide and protect common open areas for building residents, and further amenities of light, air, recreation, and visual enjoyment. Where modifications to essential public facilities are proposed – such as the partial realignment and enhancement of the existing Metra Station access drive – the applicant will work with the City and other associated stakeholders and agencies to ensure that adequate and appropriate use of public facilities are maintained.

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 mixed-use development realizes a number of long-term goals for the City ranging from the 2010 Cumberland Station Area TOD Plan to the 2019 Comprehensive Plan update. This includes a number of substantial site improvements that will enhance conditions for future residents, Metra commuters, and the community at-large. Notable examples include a realignment and improvement of the Metra Station access drive at the intersection of Wolf & Golf Roads; enhanced pedestrian access, safety, and comfort around all sides of the property; and a partial completion of the Evanston-Elgin Regional Bikeway proposed by the Northwest Municipal Council.

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

The proposed development – consistent with standards and guidelines for mixed-use and multi-family residential developments – does not involve or include detrimental uses or activities. Furthermore, the proposed use is consistent the City's own stated land use goals for the site and represents a substantial improvement from the property's past use as a light manufacturing facility. It is anticipated that the location of the property immediately adjacent to the Metra train station will increase Metra ridership and reduce congestion.

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

Adequate provisions will be made for the safe ingress and egress and minimal disruption of traffic based on the findings and recommendations of the traffic study included with the Preliminary PUD Application. Notably, the proposal includes a partial reconstruction of the existing Cumberland Metra Station access drive to enable alignment and completion of the Golf & Wolf Road intersection. This enhancement would provide a safer, more controlled entrance to the site for both pedestrians and vehicles, and complete a long-standing priority of the City as noted in both the Comprehensive Plan and 2010 Cumberland Station TOD Plan. In respect to the proposed multi-family residential building, the development meets the City's access and circulation requirements as determined during an initial review by the City's Technical Review Board in November 2019.

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

No natural, scenic, or historical features of major importance exist on the property, which is currently occupied by a now vacant light-manufacturing facility, access road, surface parking lot, and truck loading area.

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

The proposed development complies with all additional regulations in this title as well as the applicable standards within a C-3 General Commercial District, with the exception of any variances identified and described in the applicant's *Responses to PUD Standards* submitted as part of the initial Preliminary PUD application to the City on July 24th, 2020.

PUD STANDARDS

RESPONSES TO PUD STANDARDS

E. Findings: The planning and zoning board and the city council, in their review of planned unit development applications, shall review the particular facts and circumstances of each proposed planned unit development and recommend or authorize approval, approval with modifications, or disapproval of the planned unit development in terms of the following findings to the extent applicable:

1. The extent to which the proposed plan is or is not consistent with the stated purpose of the planned unit development regulations set forth in subsection A of this section;

The proposed Cumberland Crossing Planned Unit Development (PUD) is consistent with the stated purpose of Section 12-3-5A – most notably in allowing for both a more efficient and more creative approach to the use of land resulting in a better character and quality of design. In doing so, the proposal will also provide enhanced access to the neighboring Cumberland Metra Station and associated commuter parking lot, including site, streetscape, and public safety improvements far exceeding the current conditions of the site. In addition, the proposed development is consistent with the stated objectives of the City's Mixed Use Development standards (Section 12-3-5-1B); while also supporting the community's stated future land use goals of establishing a transit-oriented development hub on surrounding lands to further bolster economic development.

2. The extent to which the proposed plan meets the requirements and standards of the planned unit development regulations;

The proposed Cumberland Crossing Planned Unit Development is currently under unified control and ownership of Cumberland Crossing, LLC and at roughly 6.49 acres is larger than the minimum lot size of 2 acres as required under C-3 General Commercial district zoning.

3. The extent to which the proposed plan departs from the zoning and subdivision regulations otherwise applicable to the subject property, including, but not limited to, the density, dimension, area, bulk and use and the reasons why such departures are or are not deemed to be in the public interest;

The proposed development meets or exceeds the following applicable regulations for the C-3 General Commercial District and/or conditional use requirements as a Mixed Use Development within a C-3 General Commercial District:

- The minimum size for a PUD in a C-3 District is 2 acres, the subject property is 6.49 acres.
- **Setbacks** – All proposed setbacks exceed the minimum standards for front (5'), side (5'), and rear yards (25'). The minimum building setback for the proposed residential building (primary use) is 12 feet - provided along the N. Wolf Road frontage and portions of the adjacent access drive on the southwest & west sides of the proposed building. The northern (rear) building setback, adjacent to the Metra commuter parking lot is 30 feet.
- **Compatibility** – the uses proposed for the site – multi-family residential and limited fast casual food & beverage service – are typical of transit-oriented development sites and consistent with other neighboring uses. Multi-family residential uses exist to the immediate east of the site across Wolf Road with commercial & light industrial uses located to the south and east as well. The location of proposed uses within the PUD would generally match these facing uses and feature street-level commercial use adjacent to the intersection of Wolf & Golf Roads. Single-family uses to the west are separated from the new development by both an existing freight rail corridor and enhanced access drive, in addition to new landscaping buffering around the perimeter of the

site. The Metra commuter lot to the north would be enhanced by adjacent perimeter landscaping, increased pedestrian connectivity, and increased visibility, lighting, and building security measures.

- **Parking** – The proposed development meets the City’s on-site parking requirements for Mixed Use Developments.
- **Traffic** – Adequate provisions will be made for the safe ingress and egress and minimal disruption of traffic based on the findings and recommendations of the traffic study included with the Preliminary PUD Application. Notably, the proposal includes a partial reconstruction of the existing Cumberland Metra Station access drive to enable alignment and completion of the Golf & Wolf Road intersection. This enhancement would provide a safer, more controlled entrance to the site for both pedestrians and vehicles, and complete a long-standing priority of the City as noted in both the Comprehensive Plan and 2010 Cumberland Station TOD Plan.
- **General Design** – the general design of the building is anticipated to provide substantial improvements to the current conditions of the site and surrounding vicinity. A ‘four-sided’ approach to architectural design has been pursued, with each side of the proposed residential building featuring façade detailing and ornamentation.

Exceptions requested for:

- **Density** - the proposed residential development exceeds minimum lot area requirements of 1,815 square feet per unit (24 units/acre) for C-3 Mixed Use developments, which is inconsistent with similar transit-oriented development sites within the City and surrounding market area and therefore believed to be an undue burden. The proposed minimum lot area for the total project is 630 square feet per unit (69.2 units/acre), however in Phase 1 the proposed lot area is 996 square feet per unit (43.8 units/acre). Further examination of comparable densities is provided in the Real Estate Market Conditions section of the Development Narrative.
- **Height** – the proposed height of 71'-4" exceeds the maximum permitted height of 45'.

4. The extent to which the physical design of the proposed plan does or does not make adequate provision for public services, provide adequate control over vehicular traffic, provide for and protect designated common open space, and further the amenities of light and air, recreation and visual enjoyment;

The design of the proposed site and building plans provide adequate provision for public services, control over vehicular traffic, provide and protect common open areas for building residents, and further amenities of light, air, recreation, and visual enjoyment.

The proposal incorporates a number of substantial site improvements that enhance conditions for future residents, Metra commuters, and the community at-large. Notable examples include:

- Existing access road realignment and improvement to allow for a better controlled access point to the site and greatly enhanced experience for commuters, buildings residents, and visitors alike, while also increasing sight lines and distance from the existing Union Pacific freight line crossing at Golf Road. This enhancement has been identified as an important infrastructure priority in multiple plans adopted by the City.
- The proposed access road, existing Metra parking lot access lane, and proximity to Wolf Road allows for adequate fire and emergency service access on all sides of the residential building.
- The plan increases pedestrian access and connectivity on and around the site, providing substantial enhancements to the experience, comfort, and safety of people traveling by foot to both the proposed development and Cumberland Metra Station.
- The sidewalk along the North Wolf Road and Golf Road frontages has been increased in width to 10 feet, enabling an essential segment of the Northwest Municipal Council’s planned Evanston-Elgin Regional

Bikeway. This connection also helps to advance the proposed Wolf Road bikeway – of the City’s ‘Priority Improvements’ identified in the Comprehensive Plan

- Upon completion, the proposed building plan provides new residents with just over one acre of common open and amenity space, as well as another ½ acre of surface level open space. During Phase 1 of implementation, the site would include an additional acre of surface-level open space. The majority of proposed amenity deck open areas are aligned with a north-south axis providing increased sun exposure.

5. The extent to which the relationship and compatibility of the proposed plan is beneficial or adverse to adjacent properties and neighborhood;

The proposed development is indicative of a modern transit-oriented development, which aims to increase residential density and overall activity within close proximity to regional transit infrastructure. The scale, style, and four-sided architectural design of the proposed residential building lend prominence to the site on par with its strategic location within the neighborhood and as a northern gateway into the community.

In addition, substantial streetscape and perimeter landscaping enhancements on all sides of the development would greatly enhance current conditions, and broadly promote walkability and pedestrian comfort and safety within the surrounding neighborhoods and overall Cumberland Metra TOD Area district.

Furthermore, the proposed phased building approach also provide more a smoother land use transition over time with Phase 1 building enhancements located primarily along the northern portions of the property adjacent to the Cumberland Metra Station parking lot. The near-term impact of the project is also tempered by inclusion of an additional one acre open space area in and lower density count in Phase 1 of the project. The majority of physical site and community enhancements would also be implemented as part of Phase 1, substantially reducing risk of not completing broader community goals, such as enhancing intersection and bike/pedestrian trail connectivity.

6. The extent to which the proposed plan is not desirable to the proposed plan to physical development, tax base and economic well being of the entire community;

The proposed plan fulfills a number of the City’s long-time land use, economic development, and transportation goals, and offers a substantial improvement to property values and the tax base over the existing use – a vacant, functionally obsolete light industrial facility. The development would provide a substantial benefit to local businesses and the community’s efforts to attract new businesses. Furthermore, the development would provide a boost to transit ridership and support the long-term viability of the Cumberland Metra Station,

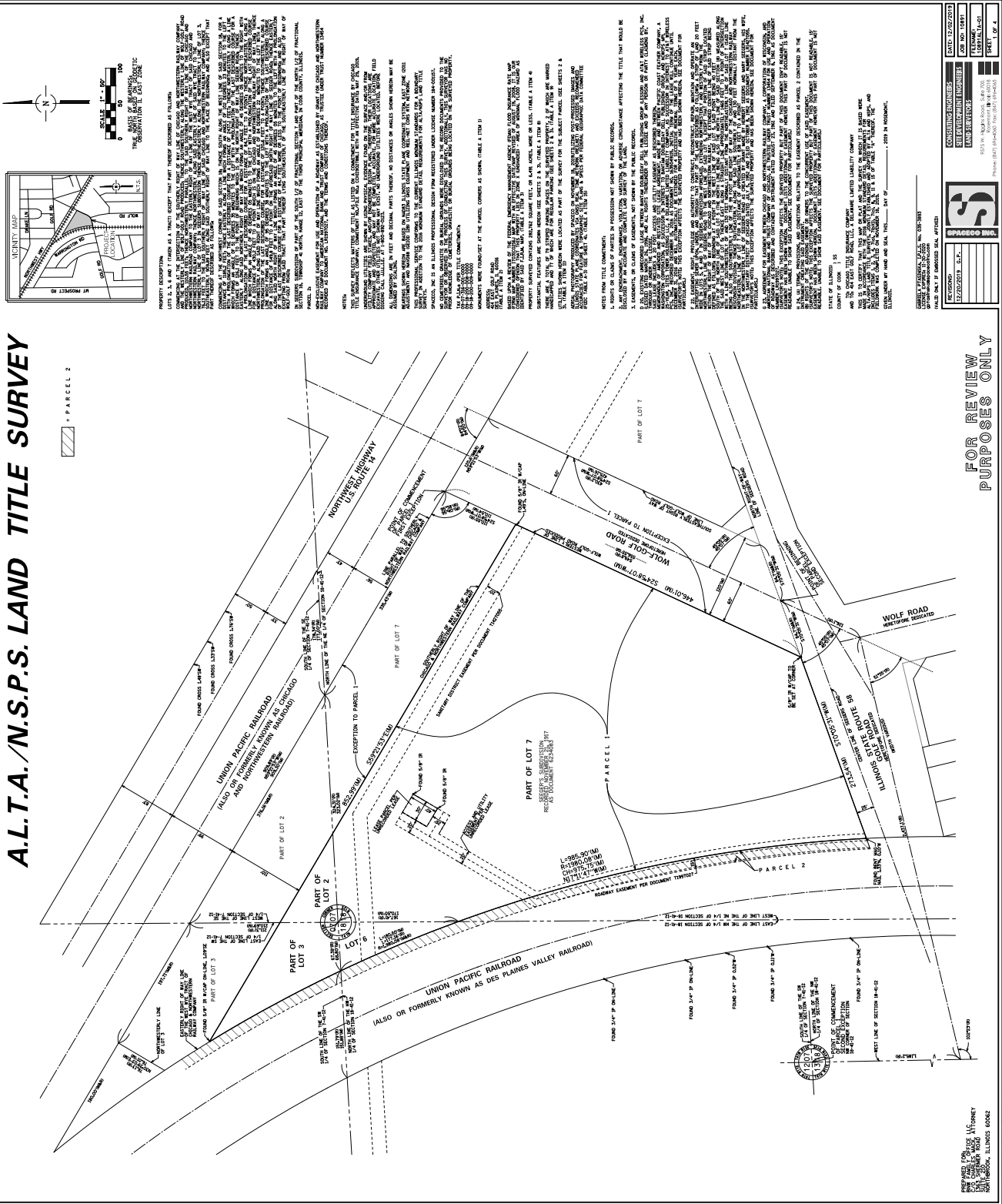
7. The extent to which the proposed plan is not in conformity with the recommendations of the comprehensive plan.

The proposed development is consistent with the ‘High Density Urban Mix with Residential’ future land use designation identified for the site in the City’s Comprehensive Plan. Furthermore, the proposed PUD supports the implementation of one of the City’s top ‘Overarching Principles’ of ‘Expanding Mixed-Use Development, recommending to:

“... focus its efforts on expanding mixed-use developments in the Downtown, near the Cumberland Metra Station, and along the Oakton Street Corridor. Mixed-use developments encourage development within compact areas of land, reduce traffic and pollution, and contribute to the creation of a pedestrian-friendly environment.”

A.L.T.A./N.S.P.S. LAND TITLE SURVEY

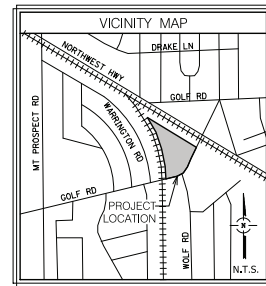
1/4" = 1' PARCEL 2



TENTATIVE PLAT OF
CUMBERLAND CROSSING SUBDIVISION

A SUBDIVISION OF PART OF THE SOUTH 1/2 OF FRACTIONAL SECTION 7 AND PART OF THE NORTH 1/2 OF FRACTIONAL SECTION 18, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXISTING AND PROPOSED BOUNDARY INFORMATION



PIN:
09-07-316-001-0000
09-18-200-008-0000
09-18-200-009-0000

SCALE 1" = 50'
0 50 100

BASIS OF BEARINGS:
TRUE NORTH BASED ON GEODETIC
OBSERVATION IL EAST ZONE

IR = IRON ROD
IP = IRON PIPE
M = MEASURED
U = UNDETERMINED

PROPERTY DESCRIPTION:

PARCEL 1
LOTS 2, 3, 6 AND 7 (TAKEN AS A TRACT) (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF CHICAGO AND NORTHWESTERN RAILWAY COMPANY AND THE WESTERLY LINE OF WOLF-GOLF ROAD; THENCE SOUTHWESTERLY ALONG THE WESTERLY LINE OF WOLF-GOLF ROAD PROCEEDED 110.55 FEET; THENCE NORTHWESTERLY PARALLEL TO THE SAME SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY TO THE EASTERLY RIGHT OF WAY LINE OF THE WEST WYE TRACT OF SAID CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE OF SAID WYE TRACT TO THE NORTHWESTERLY LINE OF LOT 1 IN SEGGER'S SUBDIVISION; THENCE NORTHWESTERLY ALONG THE NORTHWESTERLY LINE OF LOT 3 TO 13.15 FEET TO THE SAID SOUTHERLY RIGHT OF WAY LINE OF SAID CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE SOUTHEASTERLY 69.00 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE PLACE OF BEGINNING, AND ALSO EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 18 FOR A DISTANCE OF 118.2 FEET; THENCE EASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 102 DEGREES 23 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 247.1 FEET; THENCE NORTHWESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 51 DEGREES 35 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 105.1 FEET TO THE POINT OF BEGINNING WHICH IS ON THE NORTH RIGHT OF WAY LINE OF SESSER ROAD; THENCE EASTERLY ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE WHICH FORMS AN ANGLE OF 45 DEGREES 05 MINUTES TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 84.7 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 45 DEGREES 05 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 60.2 FEET TO A POINT; THENCE SOUTH ALONG THE CHICAGO AND NORTHWESTERN RAILWAY RIGHT OF WAY LINE; THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE FORMING AN ANGLE OF 86 DEGREES 22 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 120.6 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 102 DEGREES 23 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 509.8 FEET TO A POINT ON THE APPROPRIATE NORTH RIGHT OF WAY LINE OF SESSER ROAD; THENCE EASTERLY ALONG SAID NORTH RIGHT OF WAY LINE WHICH FORMS AN ANGLE OF 45 DEGREES 05 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 84.7 FEET MORE OR LESS TO THE POINT OF BEGINNING, AND ALSO EXCEPTING FROM SAID TRACT THAT PART THEREOF LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF WOLF-GOLF ROAD.

IN SEGGER'S SUBDIVISION OF PART OF THE SOUTH 1/2 OF FRACTIONAL SECTION 7 AND PART OF THE NORTH 1/2 OF FRACTIONAL SECTION 18, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TENTATIVE PLAT OF SUBDIVISION	
OWNER:	CUMBERLAND CROSSING, LLC
SUBOWNER:	1352 SESSER ROAD SUITE 700 NORTHBROOK, IL 60062
SURVEYOR:	SPACECO, INC. 9575 WEST HIGGINS ROAD SUITE 700 ROSEMONT, ILLINOIS 60018
ENGINEER:	SPACECO, INC. 9575 WEST HIGGINS ROAD SUITE 700 ROSEMONT, ILLINOIS 60018
CURRENT ZONING DISTRICT: M-1 - LIMITED MANUFACTURING	
PROPOSED ZONING DISTRICT: C-3 GENERAL COMMERCIAL WITH CONDITIONAL USE AS MIXED USE DEVELOPMENT	
PROPOSED LAND USE DESIGNATION: MULTIFAMILY RESIDENTIAL WITH COMMERCIAL RETAIL PAD	
ADDRESS: 414 EAST GOLF ROAD, DES PLAINES, IL 60018	

NON-EXCLUSIVE EASEMENT FOR USE AND OPERATION OF A ROADWAY AS ESTABLISHED BY GRANT FOR CHICAGO AND NORTHWESTERN RAILWAY COMPANY TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 18464, RECORDED AS DOCUMENT NO. 11879027, AND THE TERMS AND CONDITIONS THEREOF.

NOTES:

THIS SURVEY REFLECTS MATTERS OF TITLE AS LISTED ON A COMMITMENT FOR TITLE INSURANCE BY CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NO./FILE NO.: CCH1902788L1 WITH AN EFFECTIVE DATE MAY 29, 2019.

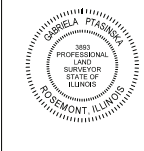
ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF, NO DISTANCES OR ANGLES SHOWN HEREON MAY BE ASSUMED BY SCALING.

BEARINGS SHOWN HEREON ARE BASED ON NAD83 ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, 12011 ADJUSTMENT AND NAVD88 (1010 12B) UTILIZING GNSS EQUIPMENT AND REAL-TIME CORRS RTK NETWORK.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY IN ADDITION TO THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTIMETERS, LAND TITLE SURVEYS.

SPACECO, INC IS AN ILLINOIS PROFESSIONAL DESIGN FIRM REGISTERED UNDER LICENSE NUMBER 184-00157.

PREPARED ON: 07/23/2020



REVISIONS:
08/31/2020 G.P.
02/11/2021



CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

9575 W. Higgins Road, Suite 700
Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4065

DATE: 07/23/2020

JOB NO: 10891

FILENAME: 10891TENT-SUB-01

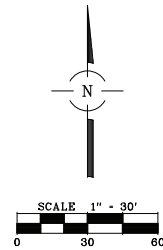
SHEET 1 OF 4

FOR REVIEW
PURPOSES ONLY

PREPARED FOR:
BNW FAMILY OFFICE LLC
C/O CHARLES MACC ATTORNEY
1363 SHERMAN ROAD
SUITE 210
NORTHBROOK, ILLINOIS 60062

N:\Projects\10891\SURVEY\10891TENT-SUB-01.dgn Delimit User: jpkapustnik

A SUBDIVISION OF PART OF THE SOUTH 1/2 OF FRACTIONAL SECTION 7 AND PART OF THE NORTH 1/2 OF FRACTIONAL SECTION 18, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



	STORM SEWER
	SANITARY SEWER
	COMBINED SEWER
	WATER MAIN
	GAS MAIN
	UNDERGROUND POWER LINE
	UNDERGROUND ELECTRIC LINE
	UNDERGROUND CABLE LINE
	OVERHEAD WIRES ON UTILITY POLE
	FIBER OPTIC LINE
	RAILROAD
	FENCE
	DRAINAGE
	EDGE OF WATER
	WETLAND LIMITS
	SAND/GRAVEL
	STORM MANHOLE
	CATCH BASIN
	INLET
	FLANGE END SECTION
	ELECTRIC MANHOLE
	TELEPHONE MANHOLE
	TELEPHONE UPRIGHT
	ELECTRIC UPRIGHT
	CABLE UPRIGHT
	FIRE HYDRANT
	VALVE
	WATER VALVE
	AIR VALVE
	WELL
	GAS VALVE
	MANHOLE
	STREET LIGHT
	UTILITY POLE
	TRAFFIC SIGNAL
	TRAFFIC SIGNAL BOX
	SPRINKLER HEAD
	MANHOLE
	SEWER
	UNVENTED MANHOLE
	RIGHT-OF-WAY MONUMENT
	CURB
	IRON / STEEL ROD
	IRON / STEEL PIPE
	CUT CROSS
	1/4\"/>
	RAILROAD SPIKE
	FLAG POLE
	LANDSCAPE LIGHT
	BACK OF CURVED CORNER
	BUILDING CORNER
	BUILDING CORNER
	CENTER
	EDGE OF CONCRETE CORNER
	EDGE OF PAVEMENT
	EDGE OF SIDEWALK
	SEWER CORNER
	SEWER MANHOLE
	SEWER CORNER
	STORM MANHOLE
	TRAFFIC SIGNAL BOX
	UTILITY POLE
	WATER CORNER
	DEPRESSED CURB
	ASPHALT
	CONCRETE
	GRAVEL

UNDERGROUND UTILITIES ARE SHOWN BY USING PHYSICAL EVIDENCE FOUND ON THE SURFACE AND/OR FROM UTILITY COMPANY FIELD STAKES AND, THEREFORE, THEIR LOCATIONS ARE APPROXIMATE AND SUSPECTED AND MAY NOT BE COMPLETELY ACCURATE. FOR MORE ACCURATE LOCATION, FIELD EXCAVATE.

PIPE FLOW DIRECTIONS, IF SHOWN, ARE BASED ON
FIELD INVERT ELEVATIONS UNLESS EXISTING PLANS
INDICATE OTHERWISE, IN WHICH CASE THE
EXISTING PLAN FLOW DIRECTION IS SHOWN.

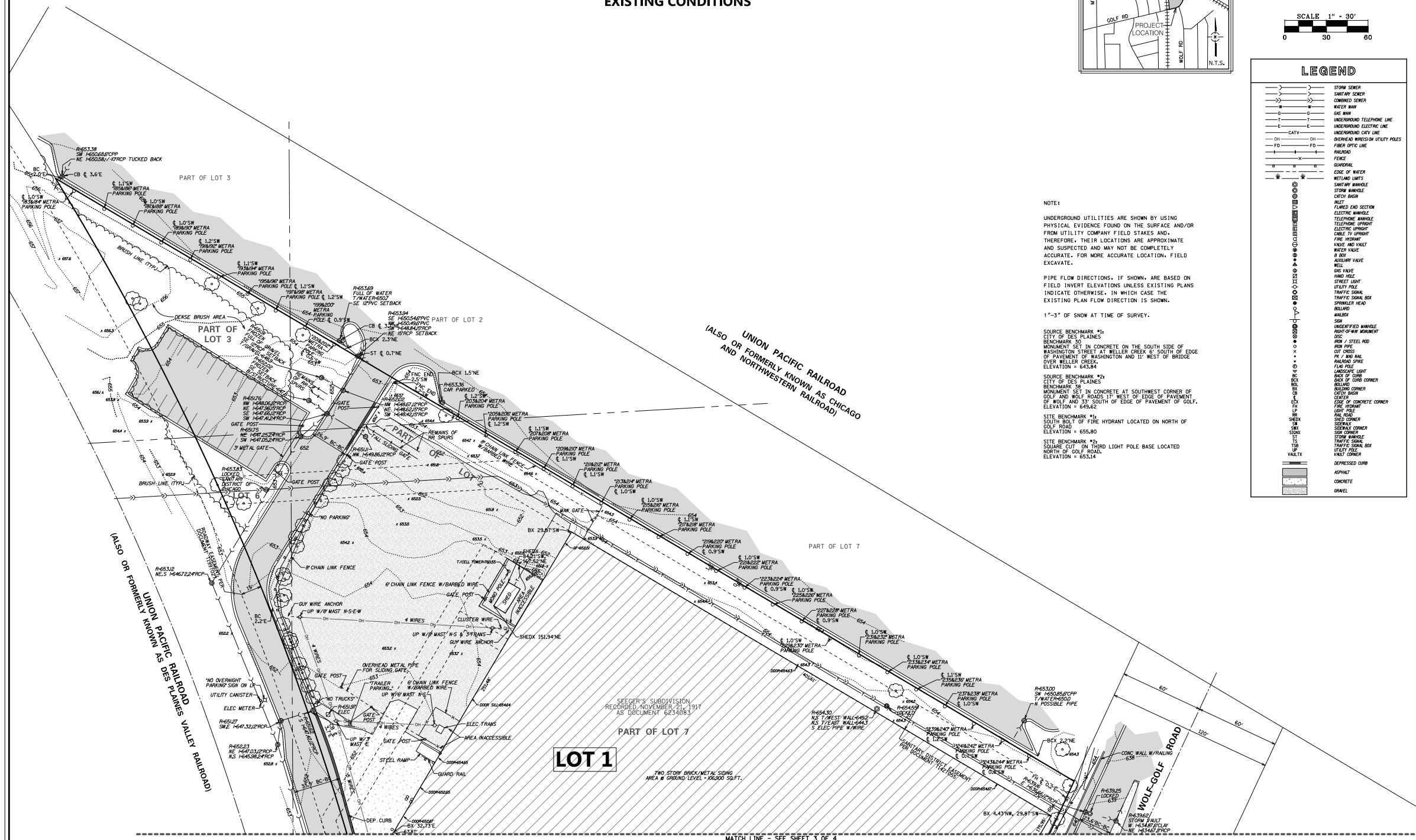
1"-3" OF SNOW AT TIME OF SURVEY.

SOURCE BENCHMARK *1:
CITY OF DES PLAINES
BENCHMARK 30
MONUMENT SET IN CONCRETE ON THE SOUTH SIDE OF
WASHINGTON STREET AT WELLER CREEK 6' SOUTH OF ED
OF PAVEMENT OF WASHINGTON AND 11' WEST OF BRIDGE
OVER WELLER CREEK.
ELEVATION = 643.84

SOURCE BENCHMARK *21
CITY OF DES PLAINES
BENCHMARK 38
MONUMENT SET IN CONCRETE AT SOUTHWEST CORNER OF
GOLF AND WOLF ROADS 17' WEST OF EDGE OF PAVEMENT
OF WOLF AND 33' SOUTH OF EDGE OF PAVEMENT OF GOL
ELEVATION = 649.62

SITE BENCHMARK #1:
SOUTH BOLT OF FIRE HYDRANT LOCATED ON NORTH OF
GOLF ROAD
ELEVATION = 655.80

SITE BENCHMARK #2:
SQUARE CUT ON THIRD LIGHT POLE BASE LOCATED
NORTH OF GOLF ROAD.
ELEVATION = 653.14



PREPARED FOR:
BNW FAMILY OFFICE LLC
C/O CHARLES MACK, ATTORNEY
1363 SHERMER ROAD
SUITE 210
NORTHBROOK, ILLINOIS 60062

FOR REVIEW
PURPOSES ONLY

REVISIONS
08/31/20
02/11/20



CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

DATE: 07/23/2020

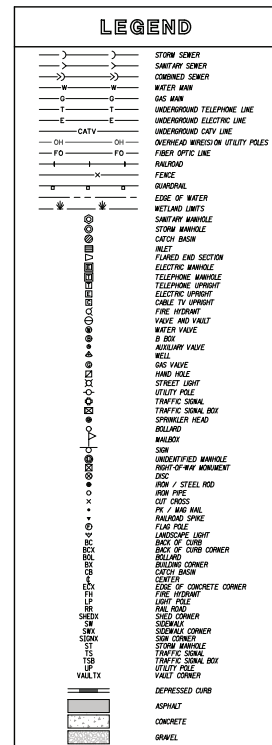
JOB NO: 10891

FILENAME:

SHEET

9575 W. Higgins Road, Suite 700,
Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4065

A SUBDIVISION OF PART OF THE SOUTH 1/2 OF FRACTIONAL SECTION 7 AND PART OF THE NORTH 1/2 OF FRACTIONAL SECTION 18, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



SITE BENCHMARK #2:
SQUARE CUT ON THIRD LIGHT POLE BASE LOCATED
NORTH OF GOLF ROAD.
ELEVATION = 653.14

FOR REVIEW
PURPOSES ONLY


SPACECO INC.

DATE: 07/23/2020

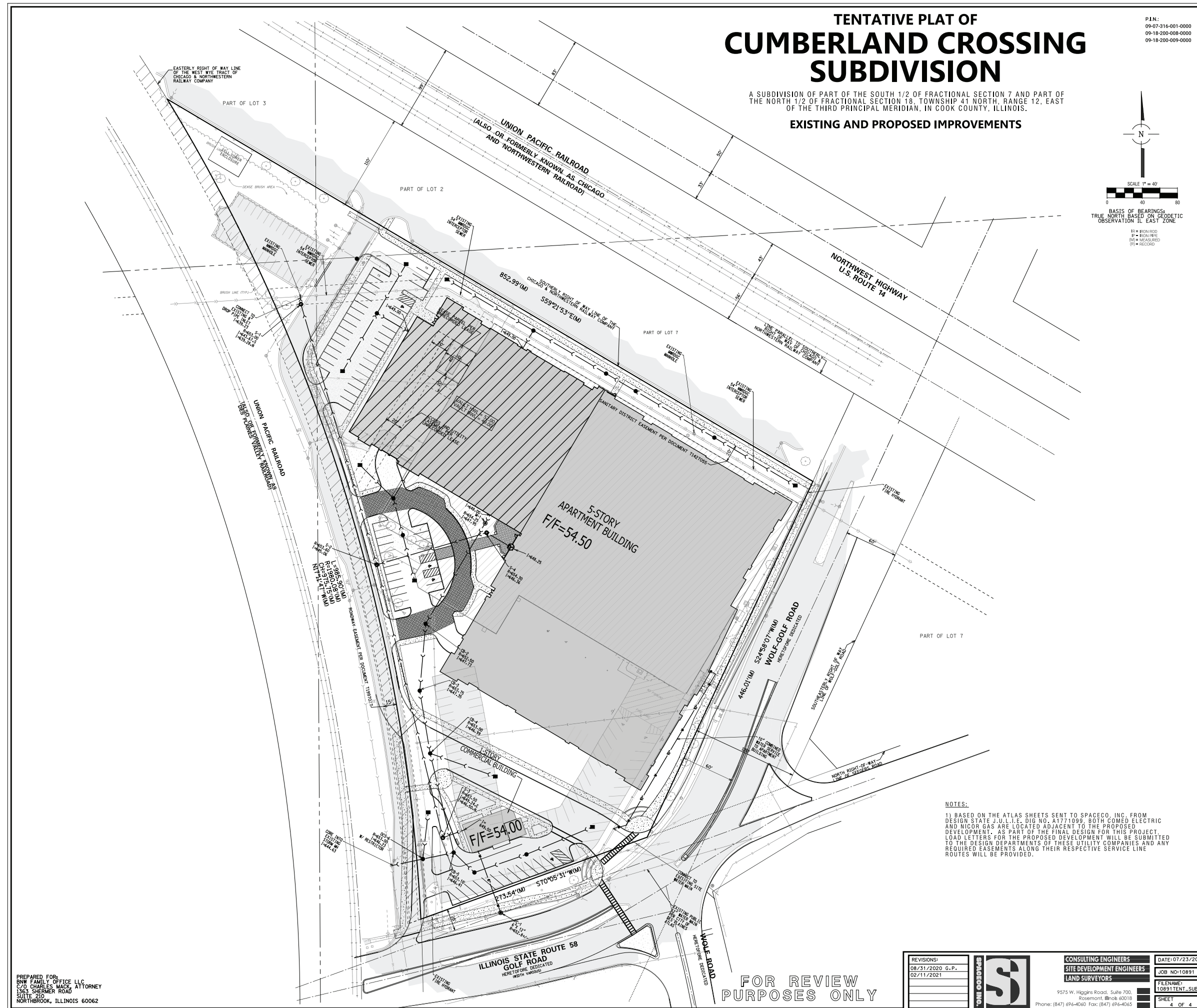
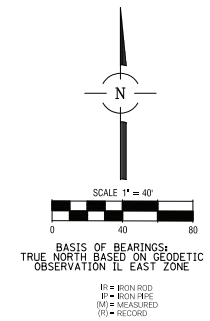
JOB NO: 10891

FILENAME:
10891TENT_SUB-01

SHEET
3 OF 4

P.I.N.:
09-07-316-001-0000
09-18-200-008-0000
09-18-200-009-0000

EXISTING AND PROPOSED IMPROVEMENTS



PREPARED FOR:
BNW FAMILY OFFICE LLC
C/O CHARLES MACK, ATTORNEY
1363 SHERMER ROAD
SUITE 210
NORTHBROOK, ILLINOIS 60062

FOR REVIEW
PURPOSES ONLY

REVISIONS:
08/31/2020 G.P.
02/11/2021



CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

9575 W. Higgins Road, Suite 700,
Rosemont, Illinois 60018
Phone: (617) (214) 4010, Fax: (617) (214) 4015

DATE: 07/23/2020

JOB NO: 10891

FILENAME:
10891TENT_SUB-01

SHEET

Traffic Impact Study Cumberland Crossing TOD

Des Plaines, Illinois



Prepared For:

**THE
LAKOTA
GROUP.**



November 4, 2020

1. Introduction

This report summarizes the methodologies, results, and findings of a traffic impact study conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for the proposed Cumberland Crossing Transit Oriented Development (TOD) to be located on the north side of Golf Road (Illinois Route 58) at its signalized intersection with S. Wolf Road in Des Plaines, Illinois. As proposed, the site, which currently contains a vacant industrial building, will be redeveloped with a six-story apartment building with 449 units and an internal parking garage and a 2,000 square-foot fast casual restaurant with a drive-through lane. Access to the development will be provided via a proposed full movement access drive that will form the fourth (north) leg of the signalized intersection of Golf Road with S. Wolf Road and via a right-out only access drive that will replace the existing full-movement access road serving the Metra UPNW Cumberland station.

The purpose of this study was to examine background traffic conditions, assess the impact that the proposed development will have on traffic conditions in the area, and determine if any roadway or access improvements are necessary to accommodate traffic generated by the proposed development.

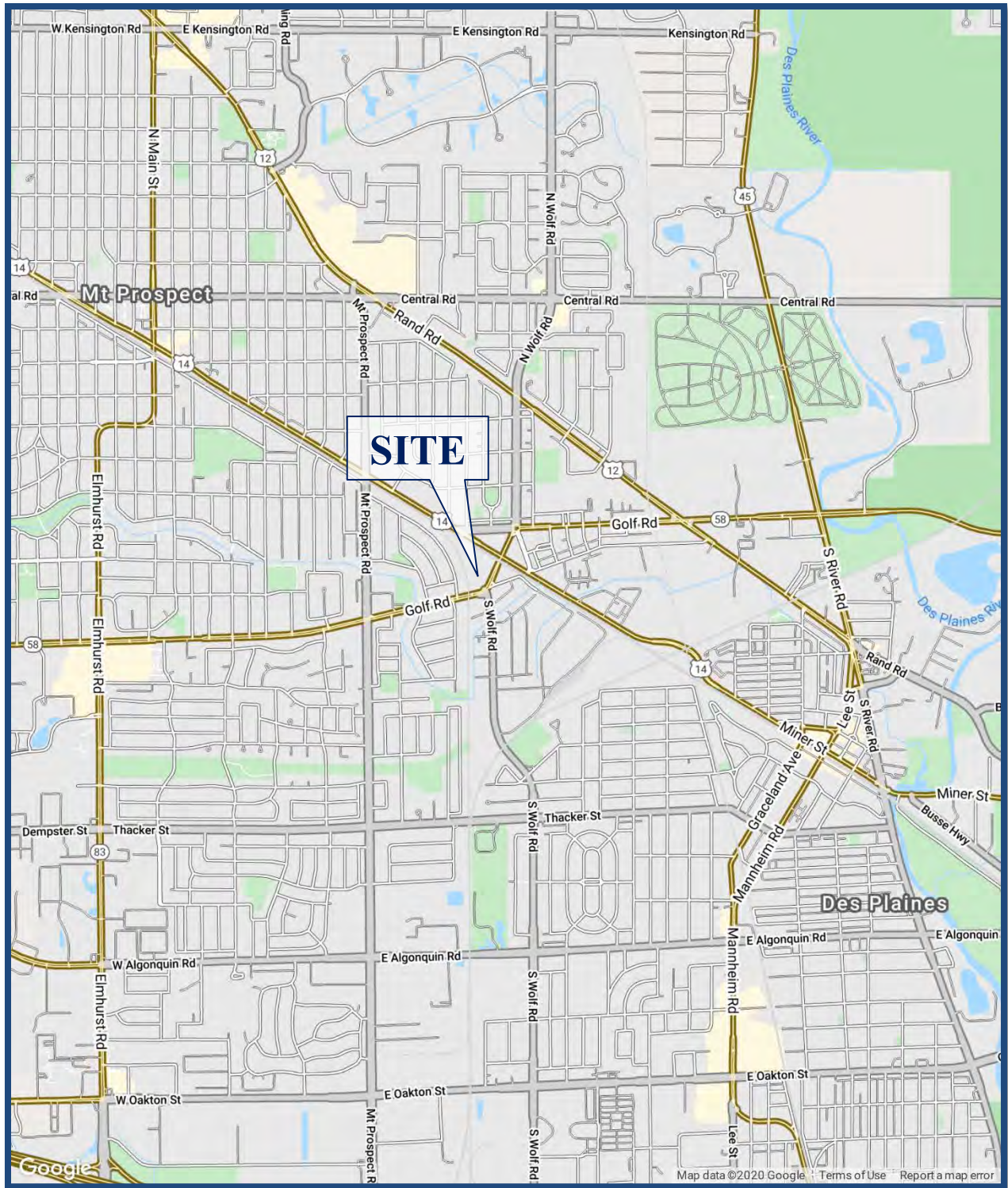
Figure 1 shows the location of the site in relation to the area roadway system. **Figure 2** shows an aerial view of the site.

The sections of this report present the following:

- Existing roadway conditions
- A description of the proposed development
- Directional distribution of the development traffic
- Vehicle trip generation for the development
- Future traffic conditions including access to the development
- Traffic analyses for the weekday morning and weekday evening peak hours
- Recommendations with respect to adequacy of the site access and adjacent roadway system

Traffic capacity analyses were conducted for the weekday morning and weekday evening peak hours for the following conditions:

1. Existing Conditions – Analyzes the capacity of the existing roadway system using existing peak hour traffic volumes in the surrounding area.
2. Year 2026 No-Build Conditions – Analyzes the capacity of the existing roadway system using existing volumes increased by an ambient area growth factor not attributable to any particular development.
3. Year 2026 Total Projected Conditions – Analyzes the capacity of the future roadway system using the projected traffic volumes that include the Year 2026 no-build traffic volumes and the traffic estimated to be generated by the proposed development.



Site Location

Figure 1



Aerial View of Site

Figure 1

2. Existing Conditions

Existing transportation conditions in the vicinity of the site were documented based on a field visit conducted by KLOA, Inc. in order to obtain a database for projecting future conditions. The following provides a description of the geographical location of the site, physical characteristics of the area roadway system including lane usage and traffic control devices, and existing peak hour traffic volumes.

Site Location

The site, which currently contains a vacant industrial building, is bounded by the UPNW Metra Cumberland station and its commuter parking lot to the north, Golf Road to the east and south, and a Union Pacific freight railroad to the west. Land uses in the vicinity of the site are primarily residential with single family housing located east, west, and south of the site. Multiple commercial and industrial land uses are located along the south side of Golf Road including Tri-R-Service, Hellstrom Automotive, and Odisho's Auto Clinic.

Area Railroad Operations

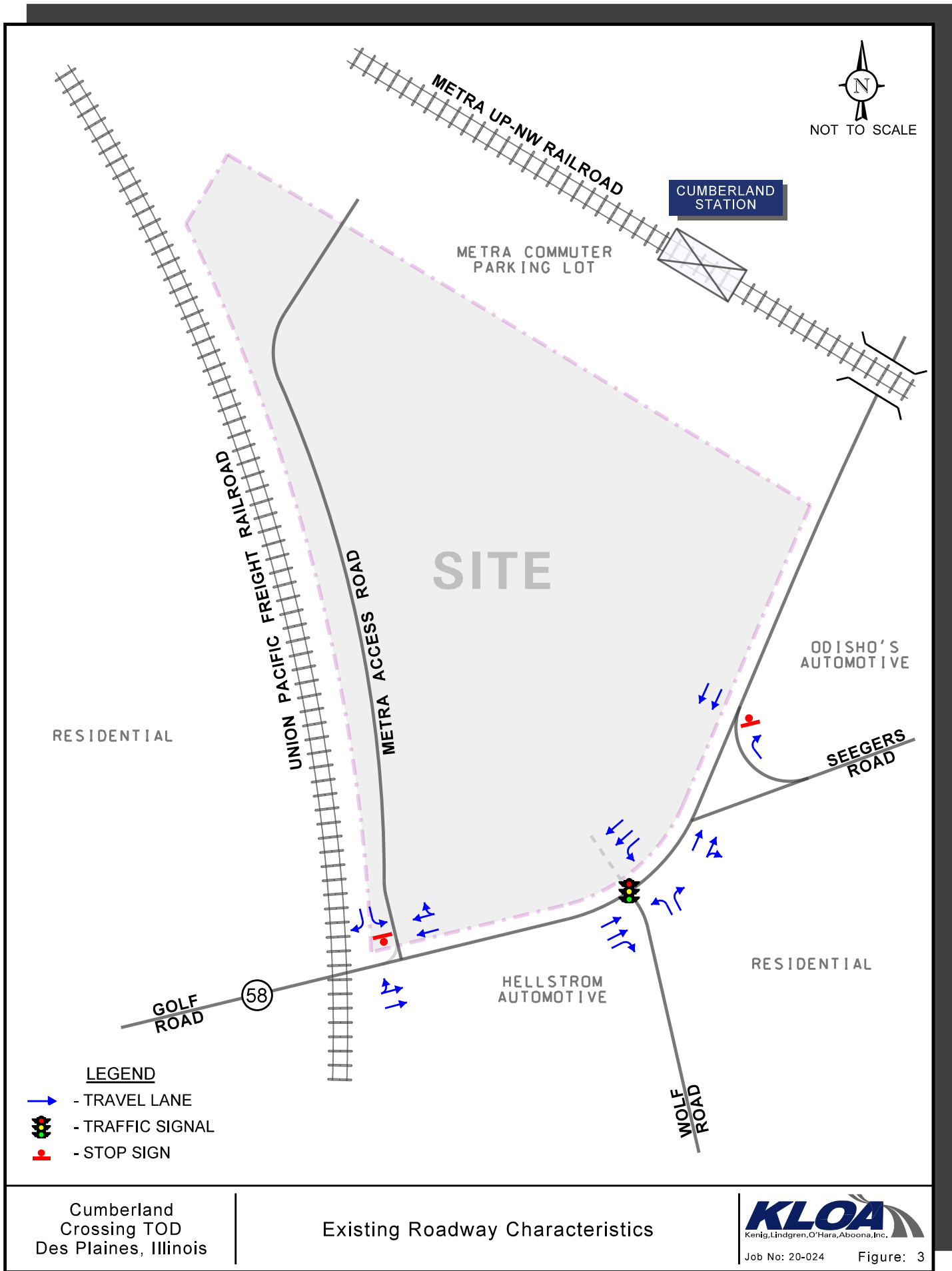
The Union Pacific Northwest (UPNW) Metra commuter line runs north of the site and the Cumberland station for this line is located approximately 200 feet north of the site. The UPNW line runs from Ogilvie Transportation Center in Chicago to McHenry and Woodstock. It is important to note that the railway has an above-grade crossing with Golf Road east of the site and does not impact traffic on Golf Road. The primary commuter parking lot serving the Cumberland station borders the site to the north and access to this lot is provided via a full movement access road that intersects Golf Road approximately 275 feet west of S. Wolf Road.

A Union Pacific freight railroad borders the site to the west. This railroad carries an average of two freight trains per day and does not impact traffic on Golf Road during the peak periods.

Existing Roadway System Characteristics

The characteristics of the existing roadways near the development are described below. **Figure 3** illustrates the existing roadway characteristics.

Golf Road (Illinois Route 58) is generally an east-west, other principal arterial roadway that provides two lanes in each direction generally divided by a raised median. Between its intersections with S. Wolf Road and State Street/Broadway Street/North Wolf Road, Golf Road operates in a northeast-southwest direction. At its signalized intersection with S. Wolf Road, Golf Road provides two through lanes and an exclusive right-turn lane on the eastbound approach and an exclusive left-turn lane and two through lanes on the westbound approach. At its unsignalized intersection with the Metra commuter parking lot access road, Golf Road provides two through lanes in each direction and no exclusive turn lanes. At its unsignalized intersection with Seegers Road, Golf Road provides two through lanes in each direction and no exclusive turn lanes and left-turn movements are restricted via the raised median. Golf Road is under the jurisdiction of the Illinois Department of Transportation (IDOT), carries an annual average daily traffic (AADT) volume of 28,100 vehicles (IDOT 2019), and has a posted speed limit of 35 miles per hour.



South Wolf Road is a north-south, minor arterial roadway that extends south from Golf Road and provides two lanes in each direction generally divided by a two-way left-turn lane. At its signalized intersection with Golf Road, S. Wolf Road provides an exclusive left-turn lane and an exclusive right-turn lane. S. Wolf Road is under the jurisdiction of IDOT, carries an AADT volume of 9,650 vehicles (IDOT 2018), and has a posted speed limit of 35 miles per hour.

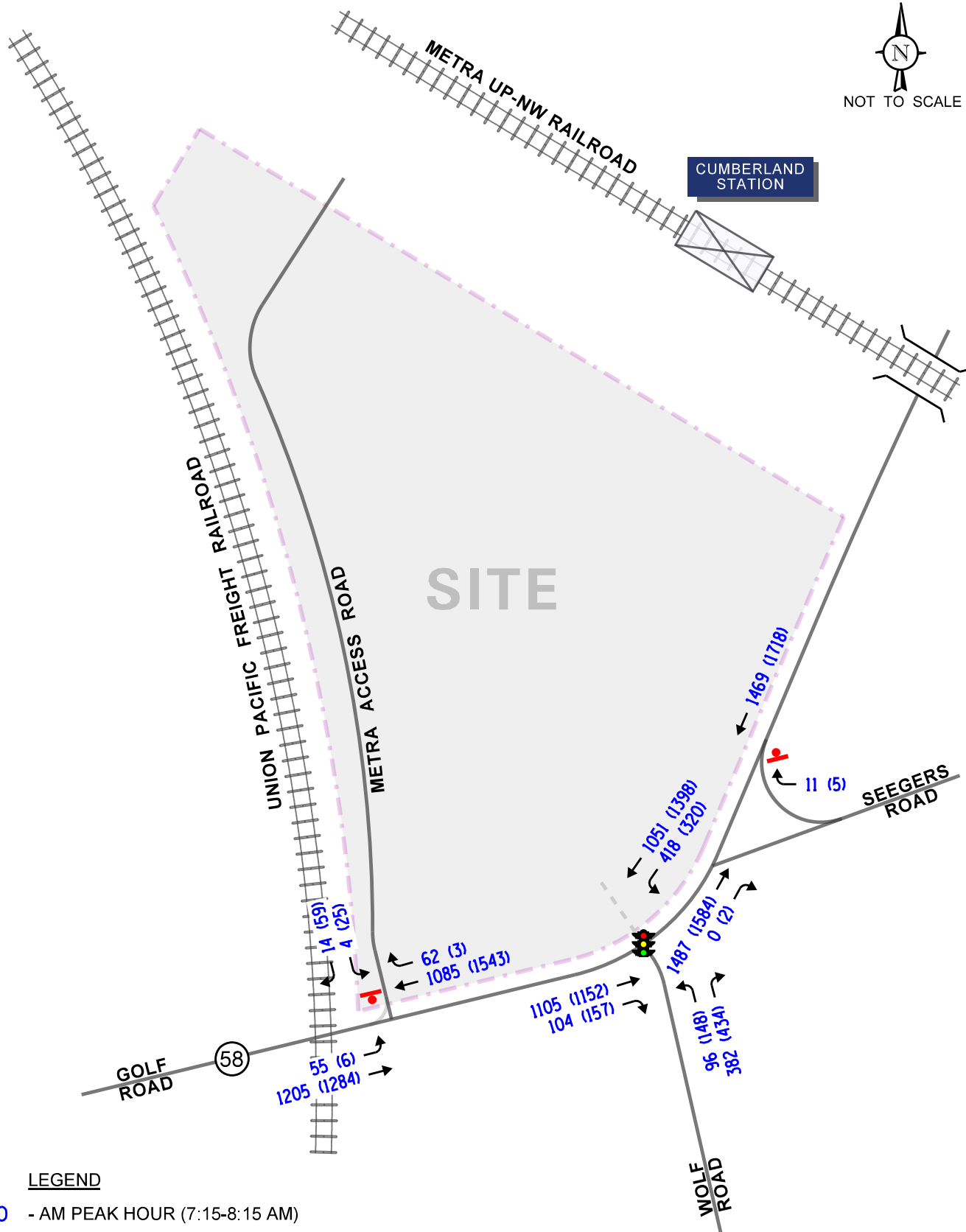
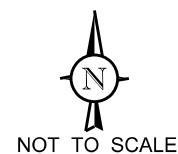
Seegers Road is an east-west, local roadway that extends east from Golf Road and provides one lane in each direction. At its unsignalized intersection with Golf Road, Seegers Road provides one lane restricted to right-turn movements by the raised median. Seegers Road is under the jurisdiction of the City of Des Plaines and has a posted speed limit of 25 miles per hour.

Existing Traffic Volumes

In order to determine current conditions within the study area, KLOA, Inc. conducted peak period traffic counts at the following intersections:

- Golf Road with S. Wolf Road
- Golf Road with the Metra Access Road
- Golf Road with Seegers Road

The traffic counts were conducted on February 27, 2020 during the morning (7:00 A.M. to 9:00 A.M.) and evening (4:00 P.M. to 6:00 P.M.) peak periods. The results of the traffic counts show that the peak hours of traffic generally occur between 7:15 A.M. and 8:15 A.M. during the weekday morning peak period and between 5:00 P.M. and 6:00 P.M. during the evening peak period. Copies of the traffic count summary sheets are included in the Appendix. **Figure 4** illustrates the existing peak hour vehicle traffic volumes.



LEGEND

- 00 - AM PEAK HOUR (7:15-8:15 AM)
- (00) - PM PEAK HOUR (5:00-6:00 PM)

Cumberland
Crossing TOD
Des Plaines, Illinois

Existing Traffic Volumes



Job No: 20-024

Figure: 4

Crash Analysis

KLOA, Inc. obtained crash data for the past five years (2014 to 2018) for the intersections of Golf Road with S. Wolf Road and Golf Road with the Metra access road. The crash data for the intersections are summarized in **Tables 1** and **2**. A review of the crash data indicated that there were no fatalities reported at any of the intersections.¹

Table 1

GOLF ROAD WITH SOUTH WOLF ROAD – CRASH SUMMARY

Year	Type of Crash Frequency						Total
	Angle	Object	Rear End	Sideswipe	Turning	Other	
2014	0	1	3	3	0	1	8
2015	0	3	6	2	2	0	13
2016	0	3	2	4	5	0	14
2017	8	0	0	2	4	0	14
2018	<u>0</u>	<u>3</u>	<u>2</u>	<u>2</u>	<u>3</u>	<u>2</u>	<u>12</u>
Total	8	10	13	13	14	3	61
Average/Year	1.6	2.0	2.6	2.6	2.8	<1.0	12.2

Table 2

GOLF ROAD WITH THE METRA ACCESS ROAD – CRASH SUMMARY

Year	Type of Crash Frequency						Total
	Angle	Object	Rear End	Sideswipe	Turning	Other	
2014	0	0	1	2	0	0	3
2015	0	0	3	0	0	0	3
2016	0	0	3	2	0	0	5
2017	0	2	2	2	0	0	6
2018	0	1	1	0	0	0	2
Total	0	3	10	6	0	0	19
Average/Year	--	<1.0	2.0	1.2	--	--	3.8

¹ IDOT DISCLAIMER: The motor vehicle crash data referenced herein was provided by the Illinois Department of Transportation. Any conclusions drawn from analysis of the aforementioned data are the sole responsibility of the data recipient(s). Additionally, for coding years 2015 to present, the Bureau of Data Collection uses the exact latitude/longitude supplied by the investigating law enforcement agency to locate crashes. Therefore, location data may vary in previous years since data prior to 2015 was physically located by bureau personnel.

3. Traffic Characteristics of the Proposed Development

In order to properly evaluate future traffic conditions in the surrounding area, it was necessary to determine the traffic characteristics of the proposed development, including the directional distribution and volumes of traffic that it will generate.

Proposed Site and Development Plan

As proposed, the site is to be developed with the Cumberland Crossings TOD, which is to contain a six-story apartment building with 449 units and an internal parking garage and an approximately 2,000 square-foot fast casual restaurant with a drive-through lane. Parking for the apartments will be provided via 439 spaces within the internal parking garage and 54 surface parking spaces and parking for the restaurant will be provided via 13 surface parking spaces. As part of the development, the access road serving the Metra commuter parking lot will be combined with the proposed access system. Access to the proposed development and the Metra commuter parking lot will be provided as follows:

- A full movement access drive that will form the fourth (north) leg of the signalized intersection of Golf Road with S. Wolf Road. The access drive will provide one inbound lane and two outbound lanes striped to provide a shared through/left-turn lane and an exclusive right-turn lane. As part of the development, a westbound right-turn lane and an eastbound left-turn lane will be provided on Golf Road serving the access drive. The right-turn lane will provide 90 feet of storage and a 220-foot taper and the left-turn lane will provide 135 feet of storage and a 160-foot taper. Further, S. Wolf Road will be restriped to provide a shared through/left-turn lane and an exclusive right-turn lane.
- A right-out only access drive on Golf Road that will replace the existing Metra access road. The access drive will provide one outbound lane under stop sign control restricted to right turn movements via channelization.

Exhibit A, included in the Appendix, illustrates the proposed geometrics. A copy of the preliminary site plan is also included in the Appendix. A stopping sight distance study has also been completed for the right-out access drive. This study indicates that the location of the access drive meets the requirements for vehicles turning out of the access drive onto Golf Road. Exhibit B shows the results and is included in the Appendix.

It should be noted that the proposed apartment development and existing Metra station will operate with good synergy as peak inbound/outbound traffic volumes will occur in opposite directions. Each land use peaks during the weekday morning and weekday evening peak periods of commuter traffic. However, during the morning peak period, the majority of Metra traffic is inbound while the majority of apartment-generated traffic will be outbound, and vice versa during the weekday evening peak period.

Directional Distribution

The directional distribution of future site-generated trips on the roadway system is a function of several variables, including the operational characteristics of the roadway system and the ease with which drivers can travel over various sections of the roadway system without encountering congestion. The directions from which patrons of the proposed development will approach and depart the site were estimated based on existing travel patterns, as determined from the traffic counts. **Figure 5** illustrates the directional distribution of the development-generated traffic.

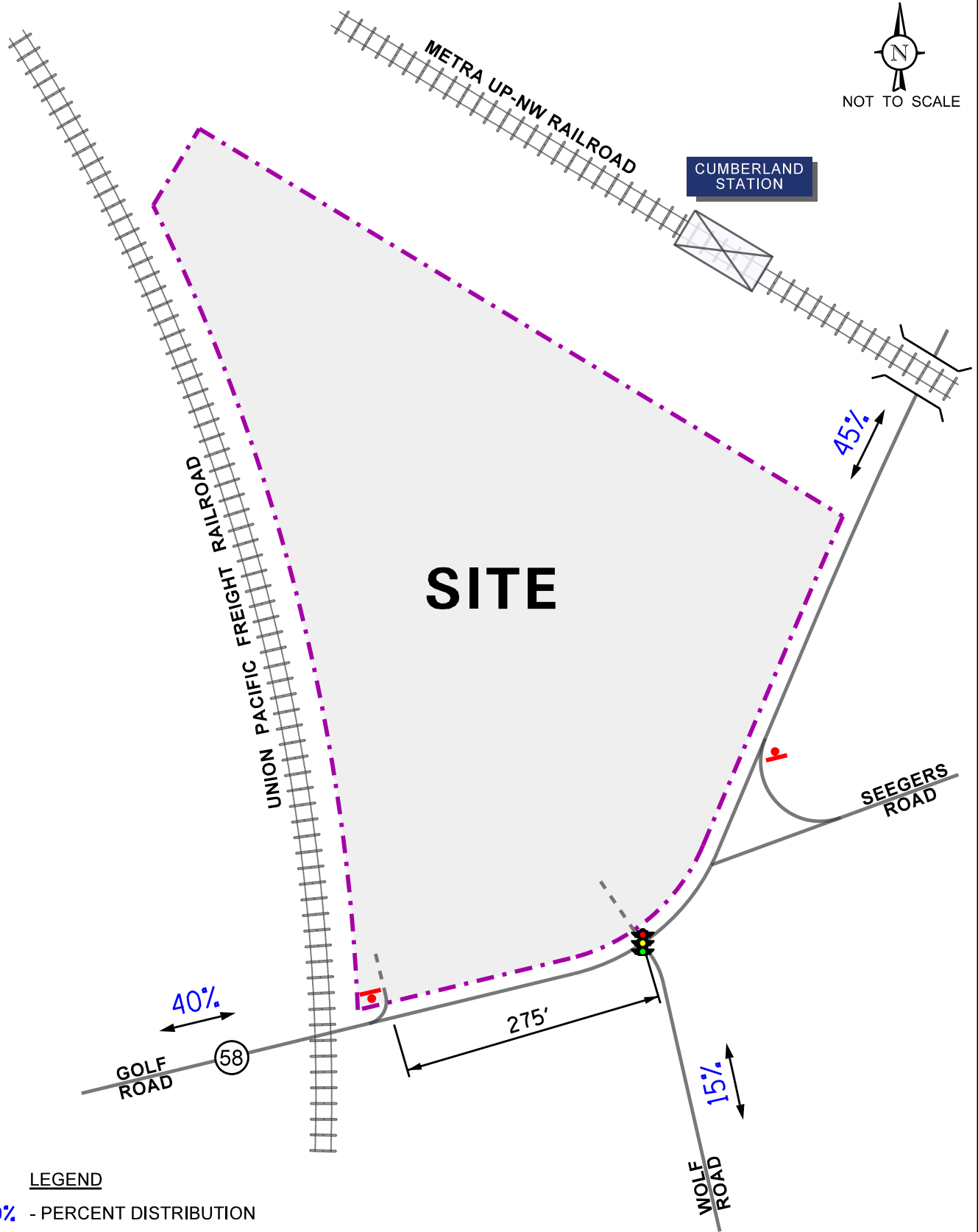
Development Traffic Generation

The estimates of traffic to be generated by the development are based upon the proposed land use type and size. The volume of traffic generated for the transit-oriented development was estimated using data published in the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 10th Edition. As previously indicated, the proposed transit-oriented development is located 200 feet south of the Cumberland station serving the UPNW Metra Commuter Railway. As such, many of the residents will utilize public transportation to get to work. Based on census data provided for households located within one-quarter mile of the Westmont Metra station, approximately 15 percent of residents utilize public transportation to travel to/from work. As such, the trips estimated to be generated by the proposed apartment units were reduced by 15 percent due to the proximity of public transportation. **Table 3** summarizes the trips projected to be generated by the proposed development.

Table 1

ESTIMATED PEAK HOUR DEVELOPMENT-GENERATED TRAFFIC VOLUMES

Land Use	Size	Weekday Morning Peak Hour			Weekday Evening Peak Hour			Average Daily Traffic
		In	Out	Total	In	Out	Total	
Multi-Family Housing (Mid-Rise) LUC 221	449 Units	42	120	162	121	77	198	2,444
<i>15% Public Transportation Reduction</i>		-6	18	-24	-18	-12	-30	-366
New Residential Trips		36	102	138	103	65	168	2,078
Fast Casual Restaurant LUC 930	2,000 s.f.	3	1	4	15	13	28	630
Total New Trips		39	103	142	118	78	196	2,708



Cumberland
 Crossing TOD
 Des Plaines, Illinois

Estimated Directional Distribution

4. Projected Traffic Conditions

The total projected traffic volumes include the existing traffic volumes, increase in background traffic due to growth, and the traffic estimated to be generated by the proposed subject development.

Development Traffic Assignment

The estimated weekday morning and evening peak hour traffic volumes that will be generated by the proposed development were assigned to the roadway system in accordance with the previously described directional distribution (Figure 5). The new site-generated traffic assignment for the proposed development is illustrated in **Figure 6**.

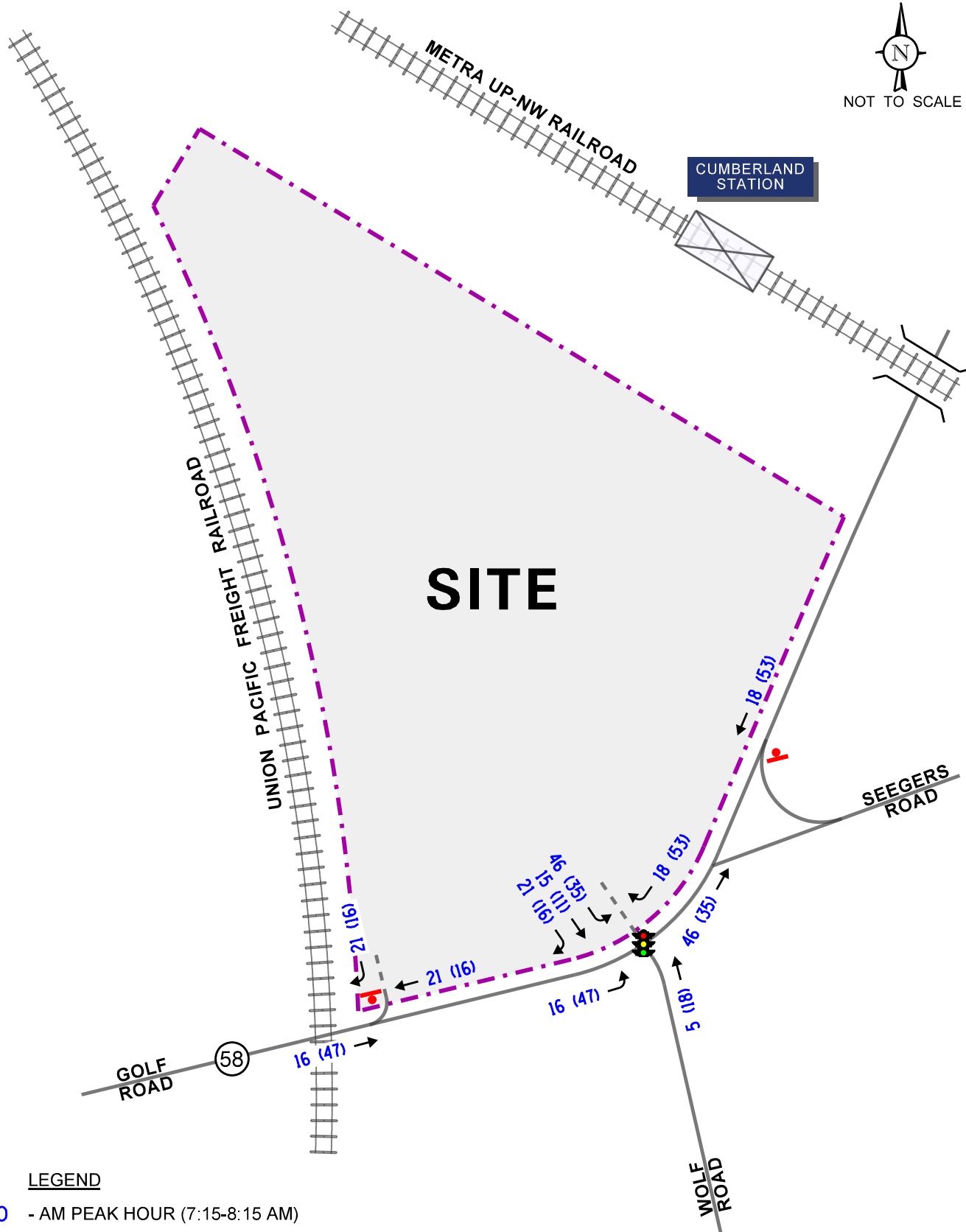
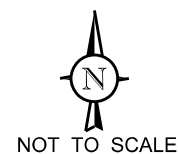
Background Traffic Conditions

The existing traffic volumes (Figure 5) were increased by a regional growth factor to account for the increase in existing traffic related to regional growth in the area (i.e., not attributable to any particular planned development). Based on ADT projections provided by the Chicago Metropolitan Agency for Planning (CMAP), the existing traffic volumes were increased by an annually compounded growth rate of 0.9 percent per year for six years (buildout year plus five years) for a total of 5.5 percent to project Year 2026 background conditions. A copy of the CMAP 2050 projections letter is included in the Appendix.

The Year 2026 no-build traffic volumes, which include the existing traffic volumes increased by the regional growth factor, are illustrated in **Figure 7**.

Total Projected Traffic Volumes

The Year 2026 total projected traffic volumes, which include the existing traffic volumes increased by the regional growth factor and the traffic estimated to be traffic generated by the proposed development, are illustrated in **Figure 8**.



LEGEND

- 00 - AM PEAK HOUR (7:15-8:15 AM)
- (00) - PM PEAK HOUR (5:00-6:00 PM)

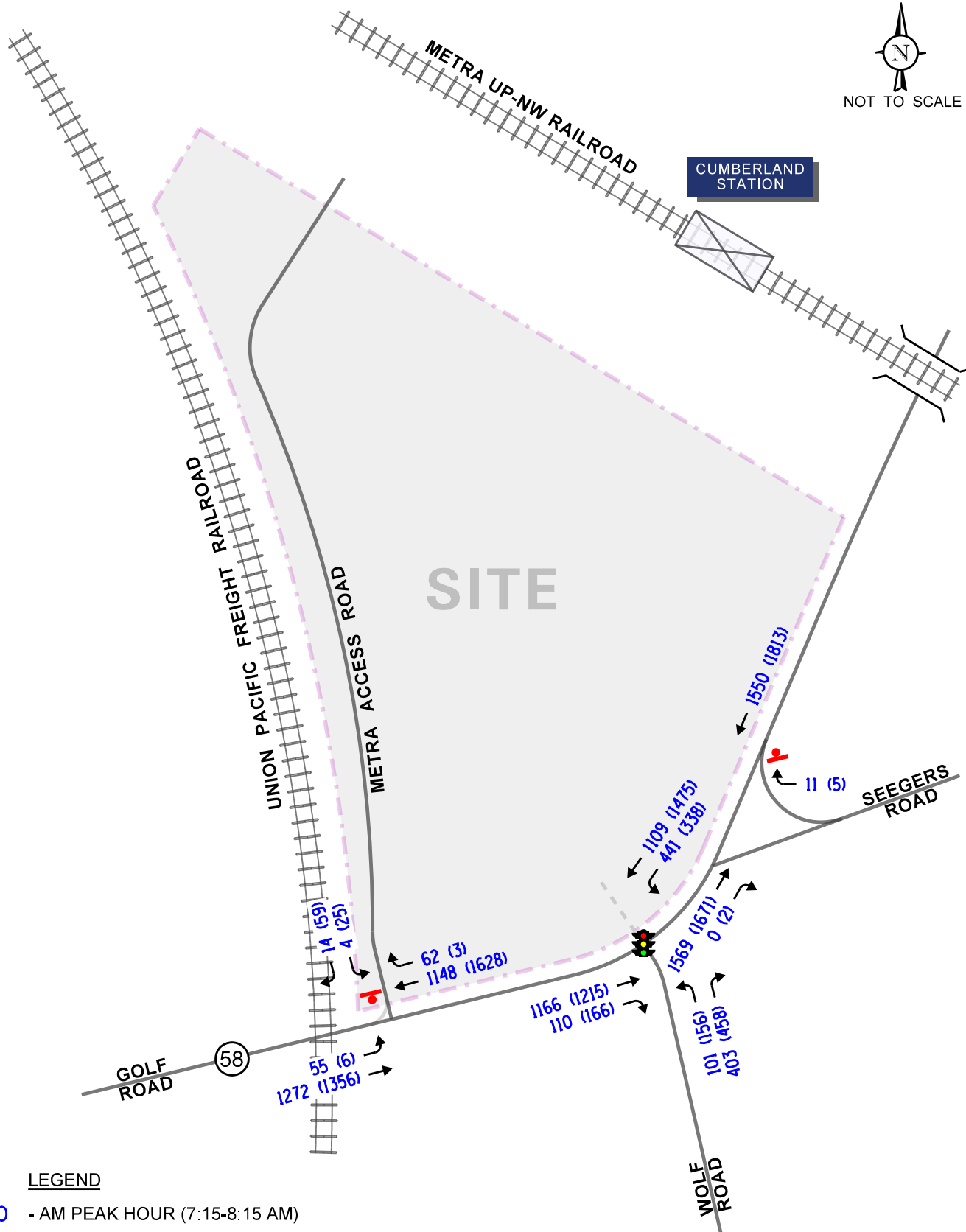
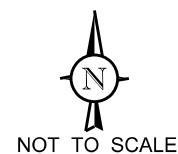
Cumberland
Crossing TOD
Des Plaines, Illinois

Estimated Site-Generated
Traffic Volumes



Job No: 20-024

Figure: 6



LEGEND

- 00 - AM PEAK HOUR (7:15-8:15 AM)
- (00) - PM PEAK HOUR (5:00-6:00 PM)

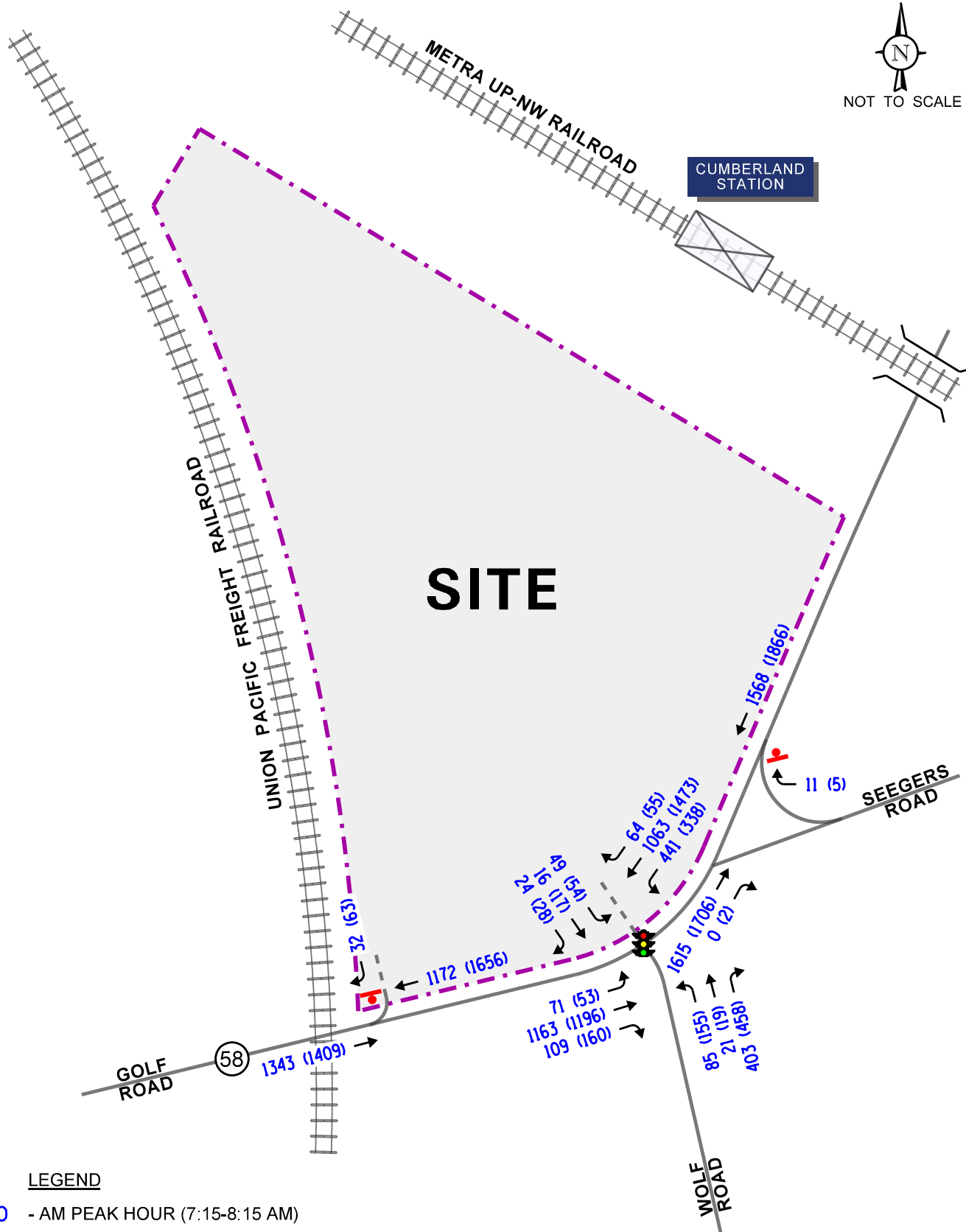
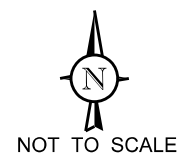
Cumberland
Crossing TOD
Des Plaines, Illinois

Year 2026 No-Build Traffic Volumes



Job No: 20-024

Figure: 7



Cumberland
Crossing TOD
Des Plaines, Illinois

Year 2026 Total Projected Traffic Volumes



Job No: 20-024

Figure: 8

5. Traffic Analysis and Recommendations

Capacity analyses were performed for the key intersections included in the study area to determine the ability of the existing roadway system to accommodate existing and future traffic demands. Analyses were performed for the weekday morning and weekday evening peak hours for the Year 2020 existing, Year 2026 no-build, and Year 2026 total projected conditions.

The traffic analyses were performed using the methodologies outlined in the Transportation Research Board's *Highway Capacity Manual (HCM)*, 6th Edition and analyzed using Synchro/SimTraffic 10 software. The analysis for the traffic-signal controlled intersections were accomplished using field measured phasings for existing conditions and adjusted phasings for projected conditions to determine the average overall vehicle delay and levels of service.

The analyses for the unsignalized intersections determine the average control delay to vehicles at an intersection. Control delay is the elapsed time from a vehicle joining the queue at a stop sign (includes the time required to decelerate to a stop) until its departure from the stop sign and resumption of free flow speed. The methodology analyzes each intersection approach controlled by a stop sign and considers traffic volumes on all approaches and lane characteristics.

The ability of an intersection to accommodate traffic flow is expressed in terms of level of service, which is assigned a letter from A to F based on the average control delay experienced by vehicles passing through the intersection. The *Highway Capacity Manual* definitions for levels of service and the corresponding control delay for signalized intersections and unsignalized intersections are included in the Appendix of this report.

A summary of the traffic analysis results showing the level of service and delay (measured in seconds) for the intersections for the existing, Year 2026 no-build, and Year 2026 total projected conditions are presented in **Tables 4 through 6**. A discussion of each of the intersections follows.

Table 4

CAPACITY ANALYSIS RESULTS – GOLF ROAD WITH S. WOLF ROAD – SIGNALIZED

	Peak Hour	Eastbound			Westbound			Northbound			Southbound			Overall
		L	T	R	L	T	R	L	T	R	L	T	R	
Year 2020 Existing Conditions	Weekday Morning Peak Hour	--	B 15.9	A 4.2	D 42.8	A 4.3	--	E 67.5	--	E 57.7	--			C 21.8
		B – 14.9			B – 15.2			E – 59.6						
	Weekday Evening Peak Hour	--	C 20.4	A 5.3	C 29.4	A 6.5	--	E 71.6	--	D 54.2	--			C 21.3
		B – 18.6			B – 10.8			E – 58.6						
Year 2026 No-Build Conditions	Weekday Morning Peak Hour	--	B 16.9	A 4.3	E 60.6	A 4.4	--	E 69.2	--	E 61.5	--			C 25.1
		B – 15.8			C – 20.4			E – 63.1						
	Weekday Evening Peak Hour	--	C 21.8	A 5.4	D 40.4	A 7.1	--	E 72.7	--	E 56.5	--			C 23.3
		B – 19.8			B – 13.3			E – 60.6						
Year 2026 Total Projected Traffic Volumes	Weekday Morning Peak Hour	B 11.6	C 34.3	C 24.1	E 59.3	B 12.4	A 9.6	D 54.3	D 29.4	C 29.4	E 79.2	D 48.2	C 30.5	
		B – 32.2			C – 25.5			C – 34.6			E – 70.7			
	Weekday Evening Peak Hour	B 15.3	C 34.8	C 25.3	E 56.2	B 18.8	B 11.4	E 57.0	E 31.7	C 31.7	E 78.3	D 46.0	C 31.2	
		C – 33.0			C – 25.4			D – 38.7			E – 69.2			
		Letter denotes Level of Service L – Left-Turns R – Right-Turns Delay is measured in seconds, T – Through												

Table 5

CAPACITY ANALYSIS RESULTS - GOLF ROAD WITH THE METRA ACCESS ROAD/RIGHT-OUT ACCESS DRIVE – UNSIGNALIZED

Intersection	Weekday Morning Peak Hour		Weekday Evening Peak Hour	
	LOS	Delay	LOS	Delay
Existing Conditions				
• Eastbound Left Turn	B	11.9	B	14.2
• Southbound Left Turn	F	53.1	F	50.5
• Southbound Right Turn	B	13.4	C	18.9
Year 2026 No-Build Conditions				
• Eastbound Left Turn	B	12.4	B	15.0
• Southbound Left Turn	F	65.2	F	59.3
• Southbound Right Turn	B	13.9	C	20.1
Year 2026 Total Projected Conditions				
• Southbound Approach	B	14.0	C	20.8
LOS = Level of Service Delay is measured in seconds.				

Table 6

CAPACITY ANALYSIS RESULTS - GOLF ROAD WITH SEEGER'S ROAD UNSIGNALIZED

Intersection	Weekday Morning Peak Hour		Weekday Evening Peak Hour	
	LOS	Delay	LOS	Delay
Existing Conditions				
• Westbound Approach	C	16.4	C	16.6
Year 2026 No-Build Conditions				
• Westbound Approach	C	17.2	C	17.5
Year 2026 Total Projected Conditions				
• Westbound Approach	C	17.7	C	17.8
LOS = Level of Service Delay is measured in seconds.				

Discussion and Recommendations

The following provides an evaluation conducted for the weekday morning and weekday evening peak hours. The analysis includes conducting capacity analyses to determine how well the roadway system and access drives are projected to operate and whether any roadway improvements or modifications are required.

Golf Road with S. Wolf Road

The results of the capacity analysis indicate that overall the intersection of Golf Road with S. Wolf Road currently operates at LOS C during the weekday morning and weekday evening peak hours. As can be seen, all movements at the intersection currently operate at LOS E or better during both peak hours. Further, through movements on Golf Road operate at LOS C or better during the peak hours. Under Year 2026 no-build conditions, this intersection is projected to continue operating at LOS C during both peak hours with increases in delay of less than four seconds.

As previously indicated, as part of the proposed development, a full movement access road serving the development will be provided in alignment with S. Wolf Road forming the fourth (north) leg of this intersection. This access drive will provide one inbound lane and two outbound lanes striped to provide a shared through/left-turn lane and an exclusive right-turn lane. Further, an eastbound left-turn lane and a westbound right-turn lane will be provided on Golf Road serving this access drive and S. Wolf Road will be restriped to provide a shared through/left-turn lane and an exclusive right-turn lane. When analyzing projected conditions, the following assumptions were made:

- All approaches provide an exclusive right-turn lane and were assumed to continue to provide a right-turn overlap phase.
- When determining future traffic signal phasing and green time splits, adequate time was assigned to Golf Road through movements to ensure these movements will continue to operate at LOS C or better.
- Northbound Wolf Road was given a protected lead phase in order to ensure northbound left-turn movements are able to clear the intersection.

Under Year 2026 projected conditions, and given the above assumptions, this intersection is projected to continue to operate at LOS C during the weekday morning and weekday evening peak hours. In addition, the northbound through/left-turn movement is projected to operate at LOS E or better during the peak hours with 95th percentile queues of less 230 feet, which can be accommodated within the existing turn lane. While southbound movements out of the site are projected to operate at LOS E, this is primarily the result of the long cycle length (140 seconds) and the fact that Wolf Road and Golf Road are major roadways and will continue to receive the majority of the green time. Further, southbound 95th percentile queues are not projected to exceed four to five vehicles which will be able to exit with each green phase and eastbound and westbound 95th percentile queues are not projected to exceed two to three vehicles which can enter the site with each green phase. As such, Golf Road and Wolf Road will be able to continue to operate efficiently even with the addition of the proposed fourth leg.

Golf Road with the Metra Access Road/Right-Out Access Drive

The results of the capacity analysis indicate that outbound left-turn movements from the Metra access road currently operate at LOS F and outbound right-turn movements operate at LOS B during the weekday morning and weekday evening peak hours. Further, eastbound left-turn movements onto the access road operate at LOS C or better during the peak hours. Under Year 2026 no build conditions, all critical movements are projected to continue operating at LOS C during both peak hours with increases in delay of less than four seconds.

As proposed, this access road will be replaced with a right-out only access drive serving the Metra commuter parking lot and the proposed development. This access drive will provide one outbound lane restricted to right-turns only via channelization and under stop sign control.

Under Year 2026 projected conditions, outbound right-turn movements from this access drive are projected to operate at LOS C or better during both peak hours. Outbound left-turn movements and all inbound movements that previously occurred at this access drive will be accommodated at the proposed signalized access opposite S. Wolf Road. Accommodating these movements via the traffic signal will provide a more efficient operation than the existing full movement access drive, which is unsignalized and is located adjacent to the Union Pacific freight railroad that borders the west side of the site. Further, some of these movements currently operate at LOS F under existing conditions, and all movements at the signalized access drive are projected to operate at an acceptable LOS E or better. As such, this access drive can adequately accommodate site-generated traffic with limited impact on the existing roadway operations.

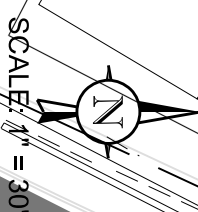
Golf Road with Seegers Road

The results of the capacity analyses indicate that the westbound approach Currently operates at LOS C during the weekday morning and weekday evening peak hours. Under Year 2026 projected conditions, the westbound approach movement will continue to operate at LOS C during the weekday morning and evening peak hours with a 95th percentile queue of approximately one vehicle. As such, this intersection can accommodate site-generated traffic with limited impact on the existing roadway operations.

6. Conclusion

Based on the preceding analyses and recommendations, the following conclusions have been made:

- A full movement access drive serving the proposed development as well as the existing Metra commuter parking lot is proposed off Golf Road opposite S. Wolf Road and will form the fourth (north) leg of the signalized intersection.
- As part of the development, an eastbound left-turn lane and a westbound right-turn lane will be provided on Golf Road serving the proposed full movement access drive.
- The existing access drive Metra access road off Golf Road will be replaced with a right-turn only access drive serving the Metra commuter parking lot and the proposed development.
- The proposed apartment development and existing Metra station will operate with good synergy as peak inbound/outbound traffic volumes will occur in opposite directions.
- The volume of traffic estimated to be generated by the proposed development will be reduced given the proximity of the development to the Metra UPNW Cumberland Station
- The proposed access system will provide efficient access to and from the site with a limited impact on the operations of Golf Road and S. Wolf Road.

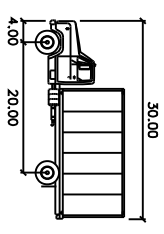


GOLF ROAD

58

WOLF ROAD

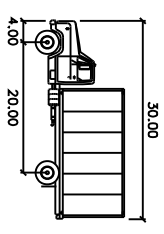
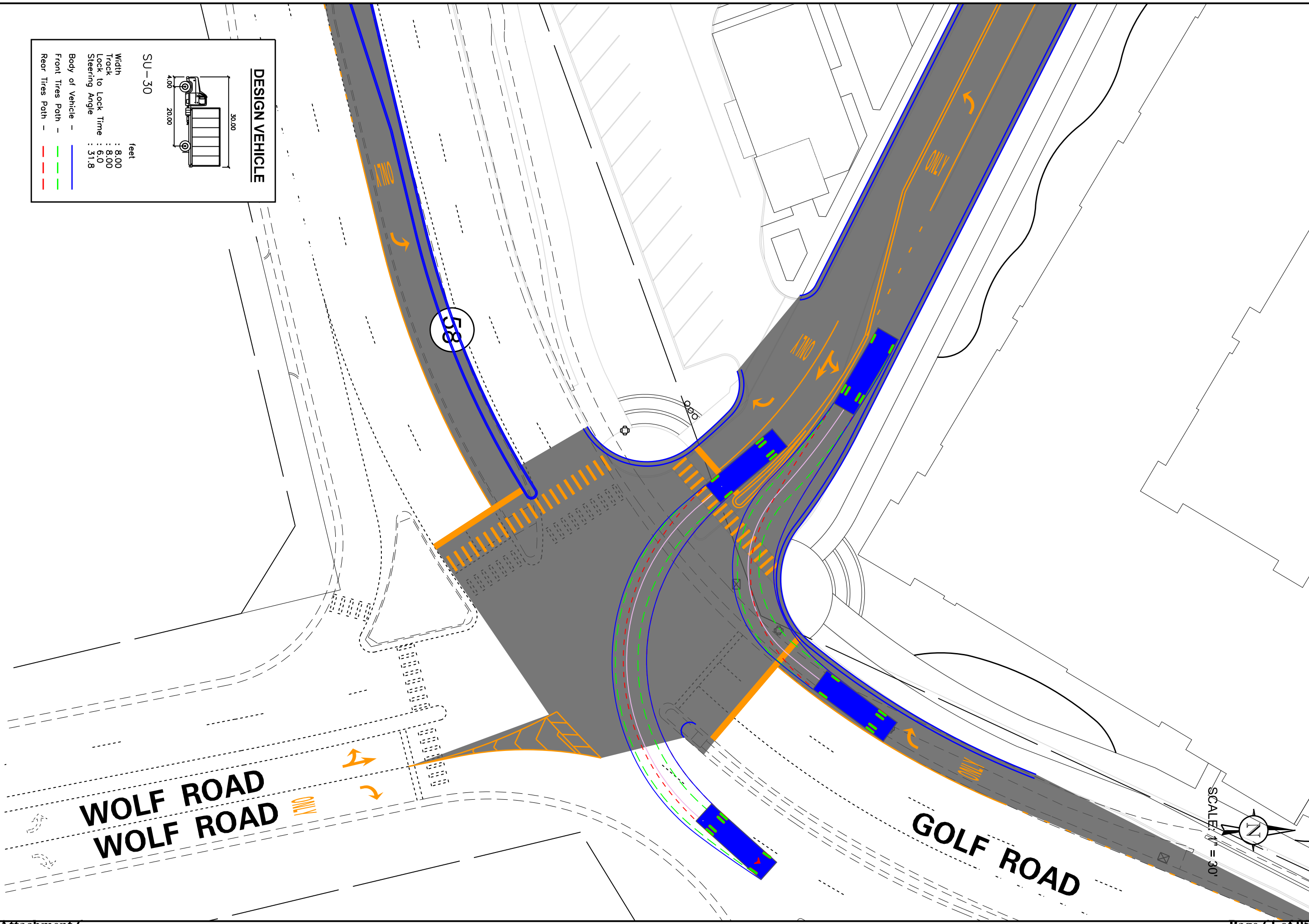
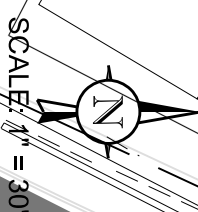
DESIGN VEHICLE



SU-30

	feet
Width	: 8.00
Track	: 8.00
Lock to Lock Time	: 6.0
Steering Angle	: 31.8

Body of Vehicle	-	Blue
Front Tires Path	-	Green
Reor Tires Path	-	Red

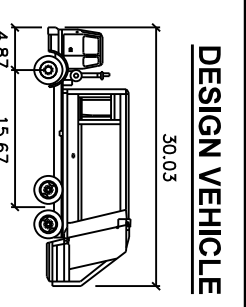
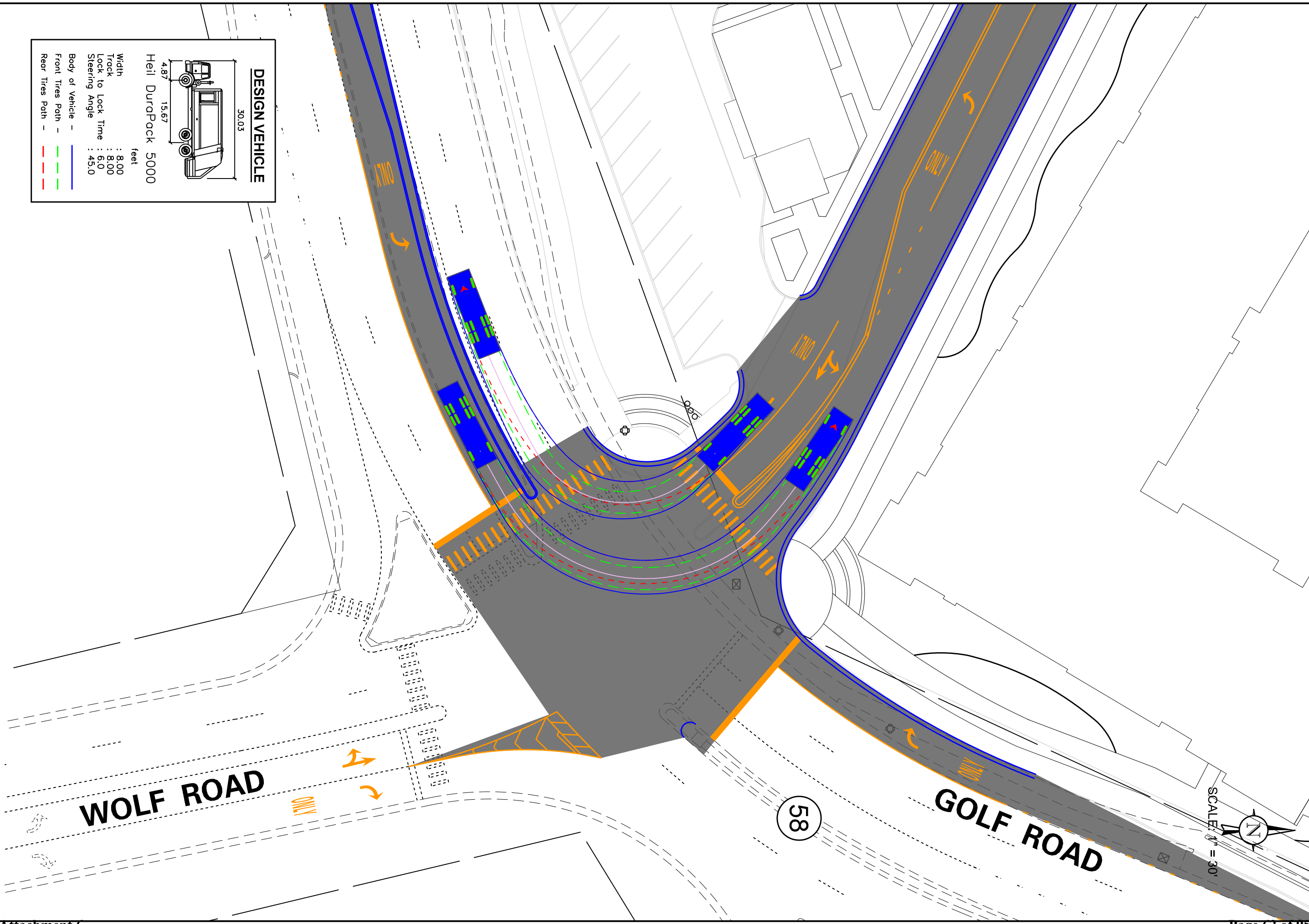
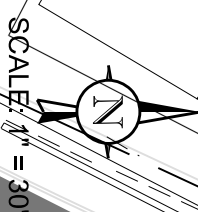


SU-30

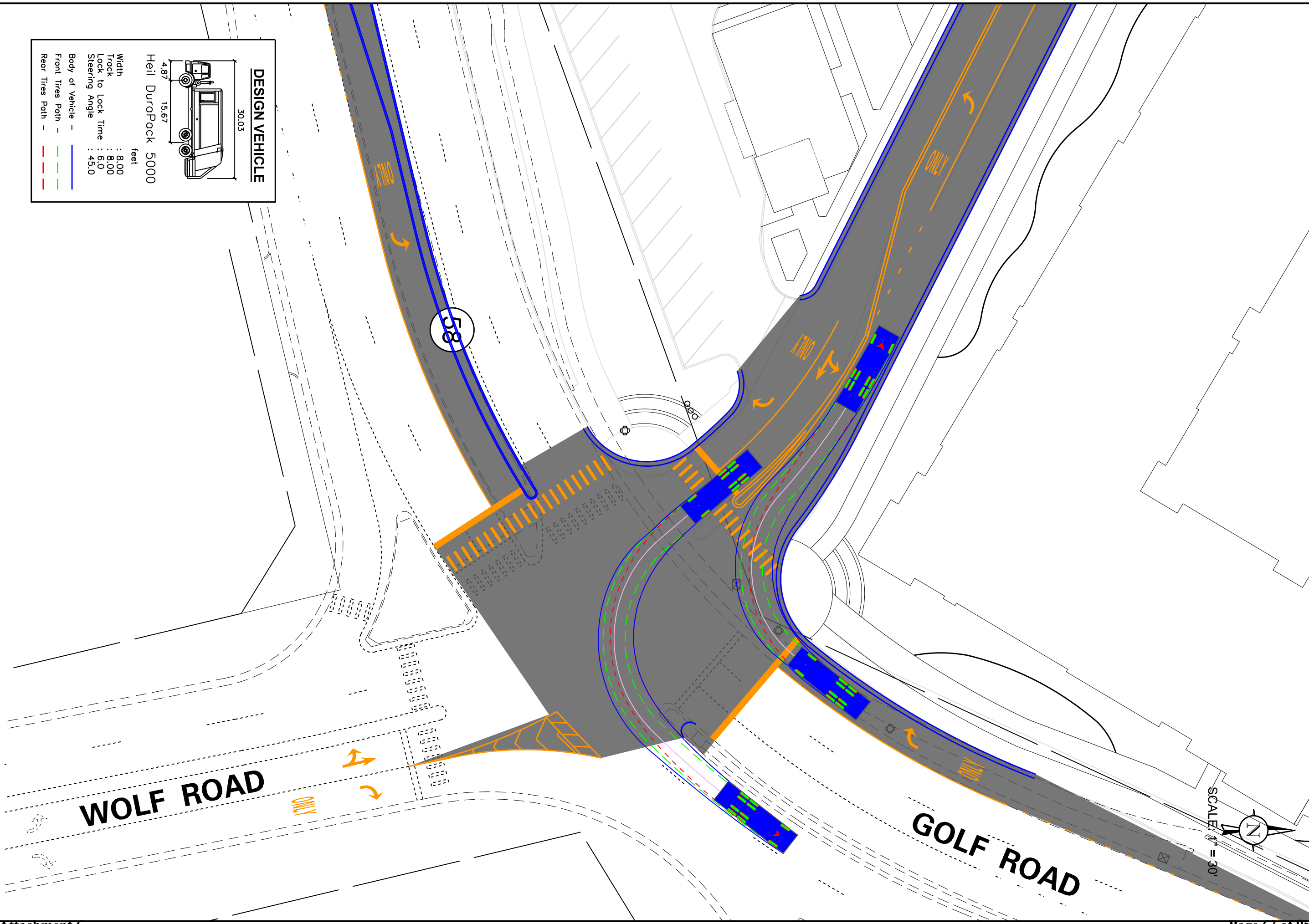
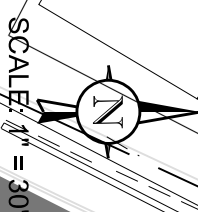
	feet
Width	: 8.00
Track	: 8.00
Lock to Lock Time	: 6.0
Steering Angle	: 31.8

- Body of Vehicle -
- Front Tires Path -
- Reor Tires Path -

DESIGN VEHICLE



DESIGN VEHICLE	
Heil DuraPack 5000	feet
Width	: 8.00
Trock	: 8.00
Lock to Lock Time	: 6.0
Steering Angle	: 45.0
Body of Vehicle	-
Front Tires Path	-
Reor Tires Path	-



DESIGN VEHICLE
30.03

Heil DuraPack 5000

feet

Width : 8.00

Trock : 8.00

Lock to Lock Time : 6.0

Steering Angle : 45.0

Body of Vehicle -

Front Tires Path -

Rear Tires Path -



Map created on September 17, 2020.

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Disclaimer: This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.



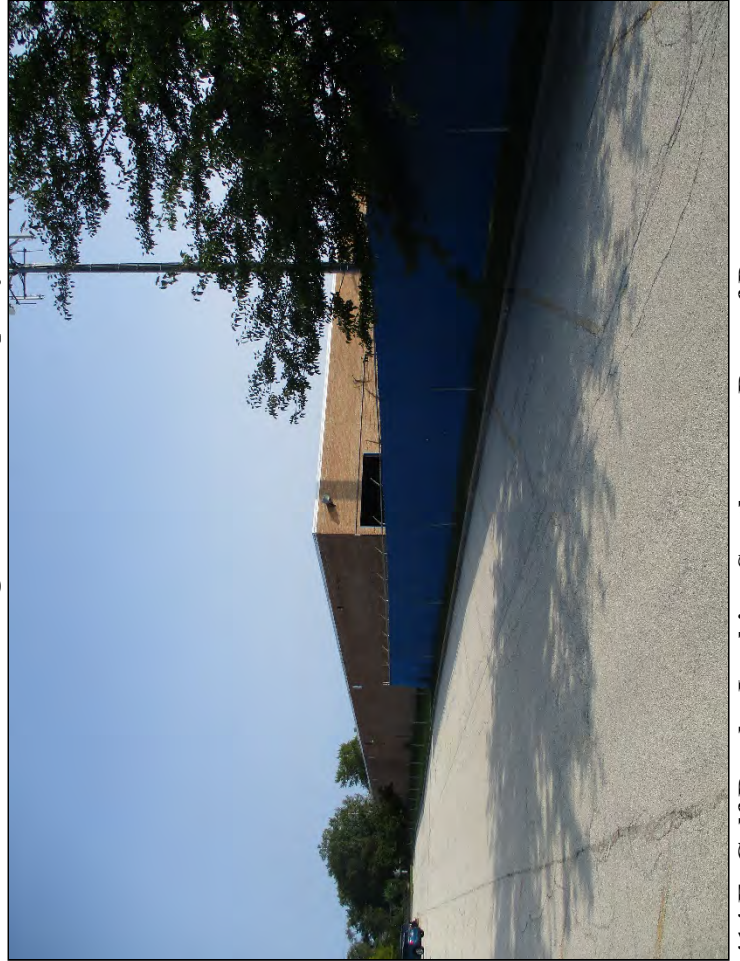
414 E. Golf Road – Public Notice



414 E. Golf Road – Looking Northeast at Property



414 E. Golf Road – Looking West Along Street at Side of Building



414 E. Golf Road – Looking Southeast at Rear of Property



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

September 23, 2020

Mayor Bogusz and Des Plaines City Council
CITY OF DES PLAINES

Subject: Planning and Zoning Board, 414 E. Golf Road, 20-031-PPUD-TSUB-MAP-CU, 4th Ward
RE: Consideration of a Preliminary Planned Unit Development, Tentative Plat of Subdivision, Map Amendment, and Conditional Use for the proposed construction of a 449-unit multiple-family residential development with a freestanding commercial out-lot in the M-1 zoning district at 414 E. Golf Road.

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board met on September 22, 2020 to consider the requests for a Preliminary Planned Unit Development, Tentative Plat of Subdivision, Map Amendment, and Conditional Use for the proposed mixed use development proposal at 414 E. Golf Road.

1. The petitioner and members of the project team provided an in-depth and detailed presentation with visual aids to describe the concept and features of the proposed mixed use development. The petitioner provided a background of the development team behind Cumberland Crossing, LLC and Terra Carta Partners, LLC which are both involved in the mixed-use development proposal. He mentioned that they are based out of Delaware both do have local branches in the Chicago region. He described the current conditions, uses, zoning, and hardships of the subject property before providing an overview of the components of the proposed project as a whole. The petitioner described how the proposal was in-line with the 2019 Comprehensive Plan and 2010 Cumberland Station Area TOD Plan by providing higher density development in close proximity to the existing Cumberland Metra Station. He elaborated on the Planned Unit Development exceptions for building height and minimum dwelling unit size that were being requested based on the size and scale of the proposed development in addition to variations for the relocated cell tower height and setbacks.

Other team members discussed the two phases of the project, floor plan drawings, elevations, site buffering, the cell tower relocation, and site access and circulation for the proposed development. They described that Phase 1 of the development would include roughly half of the total proposed development including resident amenities, open space, cell tower relocation, realignment of access road to the Cumberland Station, and commercial out-lot for the site. It was reiterated that Phase 2 would not be implemented immediately and that roughly one acre of near term open space in the area designated for Phase 2 would be available to residents for use in the meantime. Members of the project team described that the proposed structures are positioned and designed to allow for interconnectivity and direct access between common areas, parking, and dwelling units. The covered parking lots proposed for the first floor would prevent residents from having to walk long distances or traverse through multiple building corridors to get to their apartments. The drop-off aisle and visitor parking area proposed in front of the main entrance of the building would provide space for both visitor vehicles and drop-off of residents as needed. The proposed amenities, including pool deck, outdoor kitchen and dining areas, event spaces, activity lawn, and programmed small group seating areas, were discussed in detail and shown in visual aids during the presentation. The proposed building material types and color schemes were touched on to provide a sense of the finished product when completed, making note of specific design aspects chosen for specific portions of the building. Site buffering was discussed along the south and southwestern portions of the building with the intent of adequately screen the development from the single-family residences located south of the development across the UP Railroad tracks and to screen the relocated cell tower from view as much as possible. Landscaping was discussed as another component that would be installed throughout the site while still providing necessary sight lines along Golf Road, Wolf Road, and at the intersection of the UP Railroad and Golf Road. The team members discussed site access and circulation for motorists and pedestrians indicating the improved pedestrian and bicycle access along Golf Road/Wolf Road, intersection improvements at Wolf Road/Golf Road/Seegers Road, and realignment of the existing Cumberland Metra Station access road.

The petitioner concluded with an overview of the market analysis done which in part helped devise the mixed-use development proposal that they are bringing forward today. He discussed the size, density, and type of dwelling units of multi-family developments constructed in the region, including Wheeling, Mount Prospect, and the Buckingham Place and Ellison complexes currently located in Des Plaines. The petitioner claimed that these types of developments are comparable to the current proposal both in unit type, scale, and amenities provided to its residents.

2. The Planning and Zoning Board (PZB) Members asked if the development firm has a local office and, if so, its location; the proposed range of monthly rent; if the proposal would include any three-bedroom units; if there was a finalized end user for the quick service commercial establishment; how the management company of the site would address Metra commuter parking on their property; at how emergency vehicles traveling eastbound on Golf Road would access the property; if the development team has plans to accommodate children in school; if there are any plans in place to address residents being dropped-off on the property; if the development team considered adding condos in lieu of apartments to this type of development; if the petitioner had any concerns with vacancy in existing apartment complexes and/or the new apartment developments being constructed or opening soon; if the petitioner is concerned about a saturation of apartment complexes in Des Plaines; what the proposed traffic signal cycle time for the eastbound Golf Road left turn lane would be; how a motorist would access the site from different directions on Golf Road/Wolf Road; how large the Feather Factory company was and its estimated number of employees; when the traffic study was done; if one bedroom apartments with a den were a part of the proposal; if there was sufficient open-space for the residents; if the development team would consider constructing a taller building in Phase 1 and getting rid of the development proposed for Phase 2; and how residents will enter the garages.

The petitioner responded that they do have local offices in Wheaton, Illinois and Madison, Wisconsin; that they do not have a finalized range of rent for any of the dwelling unit types at this time; that there are no three-bedroom units proposed; that there is no finalized end user for the commercial but they intend to pursue a small coffee shop type of business; that the property management group would address any parking issues as necessary but they were not concerned about Metra commuters parking in the private lots; that emergency vehicles coming eastbound on Golf Road would access the site via the intersection at Golf Road/Wolf Road/Seegers Road; that they have not reached out to local schools to address children living in this complex, but that the development is geared more towards single individuals and families without children; all visitors and residents will utilize the circular drive at the main entrance of the building to enter and exit the site as well as drop-off residents as needed; that the market analysis indicates a better trend and continued demand for apartment developments over condos; that the demand for apartment developments will be successful at this property even with the existing vacancy at existing complexes and new apartment developments in the area; that this is a market-driven development so the saturation of this use in Des Plaines is not expected; that the currently proposed cycle time for the eastbound Golf Road left turn lane into the site is ten seconds, but further analysis is needed; that motorists looking to access the site can drive straight at the intersection if traveling north on Wolf Road, utilize a new left turn only lane to turn left if traveling east on Golf Road, and utilize a new right turn only lane to turn right if traveling west on Golf Road; that the traffic study was completed in February 2020; that there would not be in one bedroom units with a den in this development; that there is a lot of programmable space throughout the development where residents can gather for various activities; that the proposal would not work with a taller building and no portion of the Phase 2 constructed based on construction costs and the market analysis; and that residents will utilize the circular drive in front of the main entrance to enter all garage areas. Staff added that the Feather Factory had a couple hundred employees when operational.

3. The Community and Economic Development Department presented a summary of the items requested by the petitioner, the process and reasoning for the multiple requests, the regulations required by the Zoning Ordinance, and the conditions imposed by staff for the proposed development. One condition requires a full traffic study to be submitted at time of Final Planned Unit Development application to ensure the trip generation from this development does not exceed capacity of the surrounding roadways. Another condition required the ten-foot wide side path to be installed along Golf Road/Wolf Road frontages for pedestrian access to and from the Cumberland Metra Station and the entire development. Staff also read several letters submitted by residents in opposition of the proposed development verbatim to the Planning and Zoning Board for the record. These letters addressed resident concerns surrounding traffic volume, pedestrian and motorist safety, crime, noise pollution, declining property values, aesthetics and size, type of development, train fatalities, privacy, and carbon footprint of the proposed development. They also suggested alternative uses for the property such as restaurants, sports facility, retirement community, animal shelter, and religious building.

4. Several members of the public were in attendance, asked questions, expressed concerns, and spoke in opposition of the proposed development. The first individual from the public who spoke was concerned about Des Plaines' high COVID-19 cases and that there are not many jobs available in Des Plaines. She stressed that the City needs more businesses, not more apartments. The second individual who spoke was concerned that school children were not counted in the traffic study due to the current pandemic and was afraid that the proposed development, if approved, could have a larger impact on traffic than the Traffic Study done in February 2020 concluded. The third individual who spoke had concerns with traffic volumes generated from the proposed development and typical traffic during rush hour. She mentioned that motorists utilize Warrington Road to cut through her neighborhood to avoid the traffic signals and traffic circle along Golf Road and Wolf Road. She also had flooding concerns, as her neighborhood does flood during heavy periods of rain, and wanted to know if the proposed development would add to that. The fourth individual who spoke mentioned that she used to be a commuter actively utilizing Metra for work and is concerned about the access to the Cumberland Metra Station. She stated that new businesses should be there instead of the proposed development. The fifth individual who spoke was concerned about children walking and young adults driving in the area with the traffic volumes and proposed development. She stated that there is no walkability in her area and mentioned that she did not want to see the proposed development on her commute or from her residence. The sixth and final individual who spoke mentioned that they are an active commuter of utilizing Metra for work and uses the Golf Road/Wolf Road/Seegers Road daily. She felt that the proposed development would create additional traffic and accidents in the area. She also mentioned that the scale and size of the proposed development is too large and felt that families would be driven out with the cell tower being relocated. She was concerned about walkability of this area, especially during the winter months.

The petitioner responded to all resident concerns by explaining that while this project would represent a huge change in the area from how it looks today, the intent of the development proposal is to address existing traffic and walkability concerns in the area while also repurposing an existing underperforming property with a large vacant building. He stated that commercial development market is struggling and developing the entire site with commercial uses is not a viable or practical option at this time, especially for a property this size. He stressed that housing trends dictate that people do not necessary want to live in a high-rise building downtown, but also do not want to live in a location where they have to drive everywhere. He added that people are rather looking for housing with convenience and little to no maintenance, which is the type of housing found in apartment complexes similar to the mixed-up development they are proposing. A team member added that the cost of the proposed apartments, roughly estimated at \$200-\$235 a square foot at this time, will depend on the balance of the type of housing that is highly sought after and the amount of money an individual is willing to pay for this type of housing.

5. The Planning and Zoning Board *recommended* (5-2) that the City Council *approve* of the request with the five conditions in the Staff Report.

Respectfully submitted,



James Szabo,
Des Plaines Planning and Zoning Board, Chairman

Cc: City Officials/Aldermen

OLD BUSINESS

NEW BUSINESS

1. **Address:** 414 E. Golf Road

Case Number: 20-031-PPUD-TSUB-CU-MAP

The petitioner is requesting the following items: (i) a Preliminary Planned Unit Development under Section 12-3-5-1 of the 1998 Des Plaines Zoning Ordinance, as amended, to allow for a construction of a 449-unit multiple-family residential development with a free-standing commercial out lot; (ii) a Tentative Plat of Subdivision under Section 13-2-2 of the Subdivision Regulations to resubdivide the existing three lots into one consolidated lot; (iii) a Map Amendment under Section 12-3-7(E) of the 1998 Des Plaines Zoning Ordinance, as amended, to rezone the existing property from M-1, Limited Manufacturing to C-3, General Commercial; (iv) a Conditional Use under Section 12-7-3(K) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a mixed use Planned Unit Development in the C-3, General Commercial district at 414 E. Golf Road; and approval of any other such variations, waivers, and zoning relief as may be necessary.

PINs: 09-07-316-001-0000; 09-18-200-008-000; -009

Petitioner: Cumberland Crossing, LLC, 1007 North Orange Street, Wilmington, DE 19801

Owner: Cumberland Crossing, LLC, 1007 North Orange Street, Wilmington, DE 19801

Chairman Szabo swore in the following individuals: Andrew Odenbach, 1730 Dormant Ln, Orlando, FL representing Terra Carta; Mike Kritzman, 116 W Illinois St, Chicago, IL representing Lakota Group; and John Ladhaa, 222 S Morgan St, Chicago, those that were representing the owner, Cumberland Crossing, LLC.

Mr. Odenbach provided an overview of the Terra Carta firm and their roots in the Chicago area. Mr. Kritzman presented a thorough overview of the Cumberland Crossing Development. Mr. Kritzman represents the Lakota Group, a design and architectural firm. Mr. Kritzman stated that the site has been studied for approximately 10 years for a transit-orientated development. The site was previously a former feather factory and located in the M-1 zoning district with an active cellular tower.

The Petitioners provided a thorough presentation of the new Cumberland Crossing development and the requested zoning relief (preliminary planned unit development, tentative plat of subdivision, map amendment and conditional use).

Chairman Szabo asked if the Board had any questions, the following questions were asked:

Member Hofherr asked the following questions of the development team for the Petitioners:

Do you have a local office, and if so, what is the location?

The Lakota Group office is located in Chicago, the family office for Terra Carta is located in Wheaton.

Do you have other projects in the Chicago area?
Madison, WI

What is the range of monthly rent that you expect to get for each type of unit? Will there be three bedroom units?

Rent prices are unknown at this time. There will be studio, true one bedroom and two bedroom units, there will be no three bedroom units in the apartment complex.

Example of a "quick service food establishment". Will there be a "drive thru" service?
An example would be a modern coffee shop with a small footprint and a drive thru facility.

What will be done to prevent train passengers from parking in your lot?
Cannot answer specifically at this time, based on site capacity.

Will east bound Golf Rd traffic (including emergency vehicles) still be able to turn left into the drive aisle to Metra Station or will they have to go further east to the stop light at Wolf Rd and proceed thru your parking lot? If so, the west bound traffic on Golf Rd should have pavement markings on Golf Rd to prevent blocking the drive aisle when trains are crossing Golf Rd.

The main access point is on the eastbound road. Mr. Hofherr had some concern over the left turn access.

Are there plans to accommodate children? If so, have you advised local school districts?
Development staff is not at that planning stage. Currently, the units are not catered towards those with children.

Have you considered a covered or enclosed walkway from the driveway to the main entrance of building?
Most of the parking is covered, there is a drop off point at the front of the building.

Is there a reason why you are not making the building condos that people can purchase rather than rent. I would prefer that resident owners have a vested interest in Des Plaines.
The development is being built with the intention of rentals, condos are not currently successful.

As of Saturday, 9/19/20, the MLS (Multiple Listing Service) list shows that there are 474 apartments available in Des Plaines and 280 Apartments in Mt Prospect. These numbers DO NOT include those that are privately listed. It also does not include new buildings under construction and expected to open in the next year or two.

The Petitioners believe that the economy is trending upward, by 2024 the demand for these types of rentals should be high.

On Saturday, I checked with Apartment buildings in Des Plaines and they advised me of their current occupancy level:

150 E River Rd, Monarch Apartments, 236 Apartments, 132 (56%) leased.

1555 Ellinwood St, Ellison Apartments, 113 Apartments, 93 Leased (6 units are listed in the MLS with monthly rents from \$2,142/month to \$2,991/month).

The Petitioners state that this shows demand for luxury apartments.

With new condo and apartment buildings being built or recently completed in Mt. Prospect, including one along the RR tracks that will include a grocery store and 87 units, another 73 units, another with 192 units and another with 65 units. There also is another development which has recently been approved with 250 units. Do you feel that this will have a deleterious effect on development?

No, due to timing and the location of the development, not downtown and near easily accessible transportation, makes an ideal location.

Questions for staff:

At what point do you feel Des Plaines will reach a saturation point with apartment buildings?

Director McMahon stated that staff has not done any analysis, apartment complexes are a market driven product. The City has sought a transit-orientated development in that location since 2010. The saturation point has not been met, there is a demand for transit-orientated development.

On page 5, it is mentioned that a top-priority goal in to reconfigure the Golf Rd/Wolf Rd/Seegers Rd intersection. What, if any, changes will be made to Seegers Rd?

The complicated intersection, many issues will need to be ironed out prior to final Planned Unit Development approval.

Member Saletnik provided background information on the Golf Rd/Wolf Rd/Seegers Rd intersection. He expressed some concern about the traffic back-up on Golf Rd during rush hours times.

Chairman Szabo swore in Brendan Maye from KLOA who provided information on the enhancements to the intersection. Mr. Maye stated that the left hand turn will allow 1-2 vehicles to turn per cycle. Member Saletnik expressed additional concern about the limited numbers of cars per cycle and pedestrian traffic. Mr. Kritzman stated that the enhancements should improve capacity and safety of the intersection.

Director McMahon stated that the Petitioners included a traffic impact statement in the application materials. A full traffic study will be needed as part of the final development. Director McMahon also stated the Golf Road traffic circle is running quite efficiently, and that we most likely will not see the same kind of back-up as in the past.

Member Catalano asked what the cycle length was for the eastbound left turn. The left turn light is approximately 10 seconds.

Member Fowler asked that the Petitioner go over the flow of traffic. The Petitioner stated that the goal is to regularize the intersection. Mr. Kritzman went over the proposed flow of traffic, the entrance is at Golf Rd/Wolf Rd.

Member Saletnik stated that the majority of freight traffic is in the evening, 9:00 p.m. or later. Several members of the public expressed displeasure in that statement. Chairman Szabo told the room that everyone would have the opportunity to speak at a later time with their concerns.

Member Veremis inquired about the status of the previous building, the Feather Factory. Director McMahon stated that they had several hundred people. According to Member Saletnik, the previous

building occupant, Phantom Books, had several hundred employees that worked and traffic was not an issue since the access road was along the railroad tracks.

Member Fowler stated that the development is very attractive but has some concern about oversaturation of apartment in the surrounding area (not just Des Plaines). Member Fowler had two questions: 1) What happens if this becomes a one phase project? Is the project still successful? 2) What happens if there is no Phase 2? The Petitioner stated this is a build and hold project, the developer would move onto to Phase 2 when the market was right and allowed for further development.

Member Fowler asked if the apartments could later be turned into condo units if the market changed. The Petitioner stated that the move to condo units has not been contemplated at this point.

Member Fowler asked when the traffic study was completed. The Petitioner answered that it was completed in February 2020.

Member Fowler asked about occupancy rates for the Buckingham development. Mr. Kritzman gave the following vacancy rates: 26% Studio, 5% 1 Bedroom, 10% 2 Bedroom, Unleased 3 Bedrooms. There are similar patterns elsewhere, the smaller units are renting quicker, with the lower price point and they have access to all the amenities.

Member Veremis stated that she felt that people are moving out of the City [Chicago] and felt that access to the Metra station would provide those working in the City access.

Member Veremis inquired about the green space, or lack thereof. Mr. Kritzman stated that the green space also includes open space and amenities. Member Veremis also about stormwater management, most of the storm water management concerns are addressed in the footprint of the building.

Member Hofherr asked about the building materials; the Petitioner stated that the podium and precast would be made of steel, the remaining floors would be made of wood.

Member Veremis inquired about the loading dock area. Mr. Kritzman stated that there is only one loading dock for move in/out, but multiple access points to enter the building for day to day activities, such as brining in groceries.

Member Veremis asked about the height variance. Mr. Kritzman stated that they are asking for two additional stories.

Member Fowler asked about scaling the development down to better match the space. The Petitioner recognizes that this is a lot of units, but is looking at a long term efficient approach.

Member Fowler asked Mr. Stytz to compare this development to the 150 E River Rd. Director McMahon stated that he believed the 150 E River Rd building has approximately 300 units, the proposed property will have 449 new units. Member Fowler asked the Petitioners if they would reconsider the size of the development, going taller and not having a Phase 2. The Petitioner stated that the height and phases make the development a viable project. Director McMahon later clarified that the apartment building on 150 E River Rd has 236 units.

Member Fowler asked about the number of garage doors. The Petitioner stated that there are two direct access garage doors.

Chairman Szabo asked that the Staff Report be entered into record. Planner Stytz provided a summary of the following report:

Issue: The petitioner is requesting the following items: (i) a Preliminary Planned Unit Development under Section 12-3-5-1 of the 1998 Des Plaines Zoning Ordinance, as amended, to allow for a construction of a 449-unit multiple-family residential development with a free-standing commercial out-lot; (ii) a Tentative Plat of Subdivision under Section 13-2-2 of the Subdivision Regulations to resubdivide the existing three lots into one consolidated lot; (iii) a Map Amendment under Section 12-3-7(E) of the 1998 Des Plaines Zoning Ordinance, as amended, to rezone the existing property from M-1, Limited Manufacturing to C-3, General Commercial; and (iv) a Conditional Use under Section 12-7-3(K) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a mixed use Planned Unit Development in the C-3, General Commercial district at 414 E. Golf Road.

Analysis:

Owner: Cumberland Crossing, LLC, 1007 North Orange Street, Wilmington, DE 19801

Petitioner: Cumberland Crossing, LLC, 1007 North Orange Street, Wilmington, DE 19801

Case Number: 20-031-PPUD-TSUB-CU-MAP

**Real Estate Index
Numbers:**

09-07-316-001-0000; 09-18-200-008-000; -009

Ward: #4, Artur Zadrozny

Existing Zoning: M-1, Limited Manufacturing District

Existing Land Use: Manufacturing and Drive Aisle to Metra Station Parking Lot

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

Surrounding Land Use North: Metra Railroad, Multi-Tenant Office Building, Auto Service Establishment, Cumberland Metra Station, Church and Restaurant
South: Single Family Residences, Towing Business, and Roofing Business
East: Townhouses and Auto Service Establishment
West: Single Family Residences

Street Classification Golf Road and Wolf Road are classified as arterial streets.

**Comprehensive Plan
Designation**

The Comprehensive Plan designates this property as Higher Density Urban Mix with Residential

Final Planned Unit Development

Project Description

The petitioner is proposing a full redevelopment of the existing Feather Factory manufacturing building property at 414 E. Golf Road with a 449-unit apartment building with amenities and a commercial out-lot. The petitioner also plans to relocate an existing commercial cell tower facility to another portion of the subject property. The subject property currently consists of three separate lots totaling 6.49-acres containing the 2-story, 106,846-square foot Feather Factory building, 78 space surface parking area, commercial cell tower facility with enclosure, and public access road to the Metra commuter parking lot. The existing public access road to the Metra parking lot is located partially within the boundaries of the subject property and partially on the Union Pacific Railroad right-of-way pursuant to an existing easement agreement between the Union Pacific Railroad and subject property owner. This easement agreement will be renegotiated and presented at time of Final Planned Unit Development.

The proposed development will consist of:

- A six-story, 449-unit apartment building, 494 parking spaces (441 internal and 53 surface), and multiple activity areas for residents;
- A one-story, 2,000-square foot commercial building with patio area, drive-through, and thirteen parking spaces; and
- A relocated cell tower area with an approximate 30-foot by 40-foot enclosure.

The entire project will be broken into two phases:

- Phase 1, scheduled between May 2021 and December 2022, includes a portion of the 6-story apartment building with 284 apartments, 292 internal parking spaces, ground floor lobby area, second floor amenity areas totaling around 394,678-square feet, approximately one acre of near term open space for use of residents until the start of Phase 2, surface parking areas including the separate 19-space main entry and 34 space surface parking lots, 0.5-acre open space for residents, and the one-story commercial out-lot area. Phase 1 also includes the relocation of the existing cell tower and realignment of the Golf Road/Wolf Road intersection with new-dedicated turn lanes into the site.
- Phase 2, scheduled between September 2022 and October 2024, will include the rest of the 6-story apartment building totaling 165 apartment units with approximately sixteen studios, 114 one-

bedroom apartments, and 35 two-bedroom units.

At this time, the petitioner is requesting the following exceptions to the current Zoning Ordinance for mixed-use Planned Unit Developments:

- A building height exception of 71'-4" where the maximum allowed is 45 feet for building within the C-3 zoning district.
- A minimum lot area exception of 996-square feet per unit for Phase 1 and 630-square foot per unit for Phase 2 where the minimum lot area is 1,815-square feet per unit.

The complete proposal includes the installation of 494 total parking spaces for the apartment building and thirteen parking spaces for the stand-alone commercial out-lot proposed to be a quick service food establishment. Pursuant to Section 12-9-7 of the Zoning Ordinance, a quick service food establishment commercial use, classified as a Class B restaurant, requires either one space for every 50-square feet of floor area or one space for every four seats, whichever is greater, plus one space for every three employees. Previously, all multiple-family dwellings were required to have a minimum of two spaces per dwelling unit with no delineation between dwelling unit type. However, in March 2020, Ordinance Z-9-20 lowered the required off-street parking requirements for efficiency, one-bedroom, one bedroom plus den, two-bedroom, and three or more bedroom units on C-3 Mixed-Use Planned Unit Development zoned lots that are within 2,500-feet of an operational passenger rail train station. The new parking standards are summarized below:

Revised Parking Regulations for C-3 PUD Zoned Lots

Residential Use	Required Spaces
<i>Efficiency and one-bedroom units in the R-4, C-5 and C-3 Mixed-Use PUD lots</i>	<i>1 space per dwelling unit</i>
<i>One-bedroom plus den and two-bedroom units in the R-4, C-5 and applicably zoned C-3 Mixed-Use PUD lots</i>	<i>1.5 spaces per dwelling unit</i>
Multi-Family dwelling units with three or more bedrooms in the R-4 and C-3 Mixed-Use PUD lots	2.25 spaces per dwelling unit
Dwellings, multiple-family in all districts approved for such use, except the R-4, C-5, and C-3 Mixed-Use PUD lots	2 spaces per dwelling unit

****The parking standards that apply to the proposed development are bolded and italicized.***

Moreover, the total number of parking spaces required for the proposed development pursuant to Section 12-9-7 are 492 spaces for the multiple-family apartment development. At this time, the total number of parking

spaces required for the proposed 2,000-square foot commercial building are not available since the end user for this building has not been finalized. However, the petitioner has proposed a total of thirteen spaces for the out-lot at this time. The total proposed parking counts provided by the petitioner are shown below:

Residential Use	Number of Units	Proposed Spaces
Dwelling, Efficiency (Studio)	65 units	65 (1 per unit)
Dwelling, One Bedroom	299 units	299 units (1 per unit)
Dwelling, Two Bedroom	85 units	128 spaces (1.5 per unit)
Commercial Building	Class B Restaurant	13 spaces (6.5 per 1,000-sq. ft. of gross floor area)

Map Amendment & Conditional Use

Project Description:

The petitioner has requested a map amendment to rezone the subject property from M-1, Limited Manufacturing to C-3, General Commercial to accommodate the proposed apartment development and commercial out-lot on the subject property. It is appropriate to rezone the subject property from M-1 to C-3 to accommodate both uses since mixed-use Planned Unit Developments are allowed as a conditional use in the C-3 zoning district pursuant to Section 12-3-5-1. The petitioner has requested an exception to the bulk regulation for building height since the proposed apartment building will exceed the 45-foot maximum height restriction in the C-3 district. However, the proposed apartment building will meet all other C-3 bulk regulations as conceptually shown in the table below:

Bulk Regulations for Proposed Restaurant Building

Yard	Required	Proposed
Front Yard (South)	5 Feet	10 – 25 Feet
Rear Yard (North)	25 Feet	30 Feet
Side Yard (East)	5 Feet	12 – 20 Feet
Side Yard (West)	5 Feet	> 5 Feet
Building Height	45 Feet	71 Feet (six-stories)

**The petitioner has requested an exception to the building height regulation for the C-3 zoning district.*

Tentative Plat of Subdivision

Project Description:

The petitioner has submitted a Tentative Plat of Subdivision request in order to consolidate the existing three lots into one lot of record to reflect the redevelopment proposal of this property. The new, single lot of

record will encompass the entire proposed apartment development with its amenities, commercial out-lot, cell tower enclosure, and retain the existing public access road to the Metra parking lot as shown in the Tentative Plat of Subdivision drawing.

There are existing easements in the subject property today that will need to be addressed to accommodate this new development proposal. The existing access easements under Document #T1997027 allowing public access to the Cumberland Metra Station along Northwest Highway and commuter parking lot will need to be altered to allow for the realignment of this roadway in coordination with the proposed Golf Road/Wolf Road/Seegers Road intersection reconstruction. There is also a sanitary district easement under Document #T1427055 for a large combined sewer line located along portions of the north/northwest property line. The petitioner has noted that this easement will not be altered or affected in any way from the proposed development. Additionally, there is an unrecorded use and access easement for the existing cell tower located on the northwest side of the Feather Factory building. The proposal includes the relocation of this cell tower on site or in the immediate vicinity with a revised easement agreement.

Compliance with the Comprehensive Plan

There are several parts of the City of Des Plaines' 2019 Comprehensive Plan that align with the proposed project. Those portions are as follows:

- Under Future Land Use Map:
 - The property is marked for higher density urban mix with residential use. The proposed development will take advantage of a well-located site next to Cumberland Metra Station, abutting main arterial corridors in Des Plaines, and general proximity to established residential neighborhoods.
 - The proposal would satisfy the goal to expand mixed-use developments in the Cumberland Metra Station and provide increased density and mixed uses within this area.
- Under Economic Development:
 - The Comprehensive Plan recognizes the economic vitality of the surrounding area and its importance to the broader region. The proposed redevelopment of this site would be in keeping with prior development efforts and transform a currently vacant building into a new development center for the surrounding area.
 - This proposal would also provide additional housing options for residents, especially those who utilize Metra to commute to and from work, and create a new Transit-Oriented Development hub in a portion of the City where there currently is none.

Compliance with the Cumberland Station Area TOD Plan

There are several parts of the City of Des Plaines' 2010 Cumberland Station Area TOD Plan that align with the proposed project. Those portions are as follows:

- This proposal coincides with the top-priority goal to reconfigure the Golf Road/Wolf Road/Seegers Road intersection, as this is a main component of the new development.

- This proposal also transforms an existing property that is characterized of being more auto-oriented into a transit-oriented development focused around high-density residential units and an accessory commercial component.
- The proposal also facilitates a better environment for pedestrian access and circulation by improving access to and from the Cumberland Metra Station and parking lot.

Conditional Use and PUD Findings

As required, the proposed development is reviewed below in terms of the findings contained in Section 3.5-5 of the Zoning Ordinance:

A. The extent to which the Proposed Plan is or is not consistent with the stated purpose of the PUD regulations in Section 12-3.5-1 and is a stated Conditional Use in the subject zoning district:

Comment: A PUD is a listed conditional use in the C-3 zoning district. The proposed project meets the stated purpose of the PUD. Additionally, the redevelopment of the subject parcels will enhance the neighboring area, but also be cognizant of nearby land uses. Please also see the responses from the applicant.

B. The extent to which the proposed plan meets the prerequisites and standards of the planned unit development regulations:

Comment: The proposed development will be in keeping with the City's prerequisites and standards regarding planned unit development regulations. Please also see the responses from the applicant.

C. The extent to which the proposed plan departs from the applicable zoning and subdivision regulations otherwise applicable to the subject property, including, but not limited to the density, dimension, area, bulk, and use and the reasons why such departures are or are not deemed to be in the public interest:

Comment: The proposed project is in-line with the intent of a PUD as there are exceptions being requested to accommodate the scale of the proposed apartment building and the variety of uses planned for this mixed-use development. Additionally, some of the proposed exceptions are being requested to cover existing improvements such as the building height and the minimum lot areas for the variety of dwelling unit types. Please also see the responses from the applicant.

D. The extent to which the physical design of the proposed development does or does not make adequate provision for public services, provide adequate control of vehicular traffic, provide for, protect open space, and further the amenities of light and air, recreation and visual enjoyment:

Comment: All provisions for public services, adequate traffic control and the protection of open space are being accommodated in the proposed development. Moreover, the reconfigured Golf Road/Wolf Road/Seegers Road intersection will help guide motorists and pedestrians onto the new development and address many of the existing traffic concerns in this area. Please also see the responses from the applicant.

E. The extent to which the relationship and compatibility of the proposed development is beneficial or adverse to adjacent properties and neighborhood:

Comment: The proposed development complements existing development to the north and extends the commercial and residential development mix intended for the higher density urban mix with residential

future land use, which is designated for this property. Additionally, considerations will be made to reduce any impact on the nearby residential uses from light and noise pollution. Please also see the responses from the applicant.

F. The extent to which the proposed plan is not desirable to physical development, tax base and economic well-being of the entire community:

Comment: The proposed project will contribute to an improved physical appearance within the City by constructing a new apartment building and commercial out-lot with several amenities and open space, which will contribute positively to the tax base and economic well-being of the community. Please also see the responses from the applicant.

G. The extent to which the proposed plan is in conformity with the recommendations of the 2019 Comprehensive Plan:

Comment: The proposed development meets the goals, objectives and recommendations of the 2019 Comprehensive Plan. Please also see the responses from the applicant.

Recommendations: Staff supports the Preliminary Planned Unit Development; Tentative Plat of Subdivision, Map Amendment from M-1 to C-3, and Conditional Use for a mixed-use Planned Unit Development in the C-3 zoning district subject to the following conditions:

- 1) That a full traffic study, including all site access points and required content approved by IDOT, shall be provided at time of Final Planned Unit Development.
- 2) That a 10-foot wide side path should be constructed along the Golf Road and Wolf Road frontages within the public right-of-way, tying into the Cumberland Metra parking lot at the north.
- 3) That the governing documents for the subject parcels be reviewed and approved by the City Attorney prior to the recording of any Final PUD Plat or Final Plat of Subdivision.
- 4) A fire hydrant will be required within 100 feet of the fire department sprinkler connection at the proposed restaurant building.
- 5) All proposed improvements and modifications shall be in full compliance with all applicable codes and ordinances. Drawings may have to be modified to comply with current codes and ordinances.

Planning and Zoning Board Procedure:

The Planning and Zoning Board may vote to *recommend* approval, approval with modifications, or disapproval. The City Council has final authority over the Preliminary Planned Unit Development, the Tentative Plat of Subdivision, the Map Amendment, and the Conditional Use requests for 414 E. Golf Road.

Planner Stytz stated that the following written communiques were received and entered into record:

- Jerry Molepske <jpmolepske@gmail.com>, dated Monday, September 21, 2020 8:00 p.m. via email.

To City of Des Plaines City Council,

My wife and I are residents of the 4th ward in the Northshire neighborhood. We live in the same neighborhood she grew up in. We were pleased when the vacant bus lot was developed into a Mariano's. This was great for both the residents of Des Plaines and the city itself. My wife and I are all for bringing revenue into the city and making Des Plaines a better place. With that being said, we oppose the idea of the size and scale of apartments planned to go into the vacant Pacific Feather and Down lot.

This is wrong for so many reasons for the neighborhoods around. Some of the reasons are traffic, safety and privacy of the residents that live close to this location. We moved into this house/neighborhood because of the proximity to work and the Cumberland Metra Station as my wife was a commuter. The current traffic is manageable for the residents in these neighborhoods during non-peak times but during rush hour times, the traffic and safety of that intersection is freighting with the extra train traffic of commuters. If the size and scale of the planned apartments are built in this location the traffic will increase and the safety of those who walk to the train station will get worse. Those that live close by will lose their privacy with the planned height of the apartments. The tenants will be able to look into our backyards. We would like to see a smaller scale development of restaurants, cafés, or even townhomes which Des Plaines own development plan calls for. With these types of storefronts both the residents and the city will benefit. A place for neighborhood residents to go to and revenue for the city. As an example, look at a pre-covid weekend night at Mariano's. The bar would be packed with neighbors.

There are new rowhouses and condos on Northwest Hwy that are vacant still. The train noise is not going to be a selling point for anyone. If Des Plaines is set on building an apartment building, use the YMCA lot. This is more of an ideal location for this size and type of structure and a less congested intersection.

I hope you listen to all the residents and hear the majority of us do not want this development at this location.

Jerry Molepske

- Steve Lindenmuth <Sjlindy19@Sbcglobal.net> dated Tuesday, September 22, 2020 8:49 a.m. via email.

We're concerned about the traffic in this area!

We're concerned about the effect that this will have on the schools!

We're concerned about our property values continuing to drop vs. rise!

We're concerned that this city is already saturated with apartments and condos!

We're concerned that this city is already saturated with vacant apartments / condos and townhomes!

We're concerned that this town can do nothing to attract anything other than apartment buildings!

We're concerned that the leaders in this town are truly not thinking about making it better for the families that already live here!

We're concerned that if families do move in to this complex there will be more train fatalities!

We're concerned that this is another wrong decision made by this city!

Other ideas for this area could be:

Animal Shelter

Retirement Community (ie: Brookdale - which would have a minimal effect traffic and non on our schools)

Restaurants

Sports facility (ie: Heritage Park in Wheeling; Mt. Prospect Ice Rink in Mt. Prospect; Play Ball, Mt. Prospect; The Ball Park, Mt. Prospect)

Religious Building

Another business (not condos/apartments)

Other surrounding communities are thriving by adding these types of businesses to their town, which in turn are attracting outsiders who then patronize their restaurants and other local businesses.

Mt. Prospect is/has developed two residential facilities near their train station, which I guarantee will be sold out considering they are in the downtown area with other numerous restaurants, grocery store and other local establishments all within walking distance.

PLEASE PLEASE PLEASE - do not put another development like this in Des Plaines! You are ruining this city!

PLEASE THINK OUTSIDE THE BOX!!

Thank you!

Steve and Jill Lindenmuth

464 Pinehurst Drive

Des Plaines

- Richard Tyler <rtylerrt@sbcglobal.net> dated Tuesday, September 22, 2020 10:25 a.m. via email.

Hi,

*I live near the United Feather and Down property. **I am against the building of such a large apartment complex at Golf and Wolf.***

The area on both sides of the Metra railroad tracks are overwhelmingly single family homes. And the few apartments in a one-mile radius of Wolf and Golf are low-rise (about 2 stories and only about 20 units) such as the ones on Seegers Rd or the townhouses just east of Mt. Prospect Rd on Northwest Hwy. It needs to remain as a single family home area.

Over 400 units is much too large for that property. Any large buildings would stand out (like a sore thumb!) if built there. And a 449 unit building would be adding a minimum of 1000 people

(probably more) to that area. That is too many people in a quiet neighborhood. I can foresee property values of the single family homes in the area decreasing dramatically.

A better use would be to keep it a commercial/light industrial use building or perhaps a better use would be for a senior residents type of building. The building that was propose near the railroad tracks north of downtown Des Plaines could work at Golf and Wolf. It, however, should be as tall as the present building, about 2 stories.

It is interesting to note that the company proposing this building is from Delaware. The people at this company do not live in our area and once built, they are gone. We who live in the area will be stuck looking at this huge, out-of-place, complex and having many, many more people in the area.

Keep the area single family homes!! Respect the wishes of the people in the area! Do not build this huge complex.

*Kris Tyler
4th Ward resident*

- Debra Swanson <debswan@comcast.net>, dated Tuesday, September 22, 2020 2:52 p.m. via email.

In regard to the proposed apartment building at Golf and Wolf:

- 1. I feel this building would be an eyesore as well as a traffic nightmare in this location. I am definitely opposed to building such a large structure at that corner.*
- 2. What is the current status of the Lattof YMCA property? Is the property for sale? If so, has there been any interest in the site, and by whom?*

Thanks,

*Deb Swanson
255 Woodbridge*

- Kenneth Burns <burns.kenneth.a@gmail.com>, dated Tuesday, September 22, 2020 3:05 p.m. via email.

Very much against the proposed development of the old pillow factory.

- traffic at the circle will be horrendous*
- increase in crime is certain*
- no longer a quiet residential neighborhood*
- property value will go down*

Please, no development

Kenneth Burns

- Lawrence and Carrie Kellogg Garbarek <ckgarbarek@aol.com>, dated Tuesday, September 22, 2020 4:10 p.m. via email.

The proposed usage of this property seems extremely over-crowded and will add too many cars to an already congested section of Golf Road.

We are astonished this project is being considered for such a small parcel of land. The back section has the Cumberland Train Station's parking lot which adds congestion briefly after trains in the evenings. Adding so many residents to a proposed multi-structured housing unit would make the area unsafe.

How would they gain access to Golf Road, with a railroad crossing on one side and the Golf Road curve on the other? How will pedestrians/children cross Golf Road safely? Drivers traveling westbound cannot see the current exit to that property until they are immediately upon it, after passing through the light at Wolf Road.

Another traffic light between Mt. Prospect Road and Wolf Road will congest Golf Road even during these sparse traffic Pandemic Days when Rush Hours are relaxed.

There has to be a better use for this property with fewer complications.

*Lawrence and Carrie Kellogg Garbarek
421 Wilkins Drive
Fourth Ward
847-803-8887*

- The Rizzo Family <margaretrizzo17@gmail.com>, dated Tuesday, September 22, 2020 4:58 p.m. via email.

We have lived in Des Plaines for 10 years now and have seen construction at that intersection in at least 4 of those years. I'm not looking forward to another construction project, or sitting in what is already a traffic nightmare at "The Circle." Imagine going southbound on Wolf Rd and having to wait for a freight train after sitting in that traffic circle!

Additionally, the noise and traffic that would be produced by having such a large residential complex is really not something that I feel would be in the best interest of our community.

From an environment perspective, I'm concerned about the carbon imprint that building would leave behind.

I understand the need to generate revenue, but I think the disadvantages out way the short term advantages of increasing the number of residential buildings.

This is not a good idea and it would make us reconsider staying in Des Plaines.

The Rizzo family,

*Oxford Rd.
Des Plaines, IL*

Chairman Szabo asked if there was anyone from the public that wanted to comment on the case; the following members from the public came forward:

- Katie Peterson, 591 Columbia, Des Plaines
Ms. Peterson stated that she has been living in Des Plaines for 32 years, near the proposed site. Ms. Peterson expressed concern that the site does need improvements, but stated that Des Plaines was the number one suburb for Covid-19 fatalities, the lack of cars in the Metra parking lot, and the lack of the number of jobs available in Des Plaines. Ms. Peterson did not understand why someone would want to move here which the lack of availability in jobs and restaurants. She stated Des Plaines needs businesses, not another apartment complex.
- Hannah Listopad, 238 S Cumberland Pkwy, Des Plaines
Ms. Listopad stated that the traffic pattern study was conducted when the Chippewa and Cumberland students were being bussed in due to the construction of the circle. Students attending the pool were also bussed to the location. Ms. Listopad also made the comment that Des Plaines is a “big little city” and has such pride in the community; she suggested that the developers work on a plan to meld the ideals of the city with the proposed development.
- Miranda Griff, 221 Washington St, Des Plaines
Ms. Griff expressed concern over the traffic, she currently lives in the subdivision that is used as a cut-through to Mt. Prospect Road. The subdivision has expressed this complaint to her alderman. Ms. Griff also expressed flooding concerns. Ms. Griff has also expressed concern about the freight train traffic. Ms. Griff stated that she was not opposed to development at the location, but had logistical concerns about the size and scale of the development.
- Sally Murphy, 45 N Warrington Rd, Des Plaines
Ms. Murphy stated that she lives right behind the proposed development and was a commuter for several years, and agreed with Member Saletnik about the train turn signal. Ms. Murphy also expressed concern about the height and size of the proposed building, she suggested that a business move into the location and generate tax revenue.
- Sue Dia, 11 S Meyer Ct, Des Plaines
Ms. Dia lives in the Northshore subdivision and had concerns about traffic and walkability of the area. Ms. Dia stated that she moved to her current home because of the location and not in a “downtown” area. Ms. Dia expressed a concern over the maintenance of the property. Director McMahon stated that he was near the area the other day and it was maintained accordingly. Director McMahon stated that the property has been vacant for over a year and has been some storage and vehicle maintenance tenants.
- Judy Sells, 491 Harvey Ave, Des Plaines
Ms. Sells stated that the intersection of Golf/Road Rd is always a nightmare. Ms. Sells did a quick map of the area, the total area has approximately 1000 homes and the new development would bring over 400 units. Ms. Sells also expressed concerns over the proposed location of the

new cell tower and displacement of the ducks.

Chairman Szabo asked that the record reflect that 12 people were in opposition of the development.

Mr. Kritzman responded to the comments. The development is a big change to the area, but it a goal of the compressive plan and will follow good design and planning practices.

Member Catalano inquired about the maximum height in the M-1 District. Planner Stytz stated that the maximum height is 50 feet.

Member Catalano also asked what the projected engineers construction estimate? The Petitioner stated that this project is just shy of \$100 million dollars.

Member Saletnik asked for the philosophical reason for spending \$100 million dollars in Des Plaines. Mr. Odenbach stated that it is about striking a balance between the high rise in the city and a cul-de-sac in the suburbs, essentially creating convenience of lifestyle, which includes amenities of high rise facilities but life in the suburbs. Member Saletnik inquired about the "luxury rental", Mr. Odenbach stated that the luxury features will include amenities and finishes (appliances). Mr. Odenbach provided ballpark rental prices of \$200/\$235 feet, the smaller units would range from \$1,500-1,600 and the larger 2 bedroom units at approximately \$3,000/month. The Petitioners stated that when they come back for final approval, a cost breakdown by unit and leasing strategy study will be provided.

Member Fowler expressed concern over the size of the project and if this was an "all of nothing" project. The Petitioner stated that they are seeking approval for both phases, but understands if it takes several years to get Phase 2 based on market demands. Member Fowler further expressed concern over the accessibility and safety of the area.

Chairman Szabo clarified that the Board can make a motion with modifications and recommend to City Council. The City Council is the final decision making body.

A motion was made by Board Member Catalano, seconded by Board Member Saletnik to approve as presented.

AYES: Catalano, Saletnik, Bader, Veremis and Szabo

NAYES: Fowler and Hofherr

*****MOTION CARRIES *****

This case will be on the October 19, 2020 City Council meeting.

CITY OF DES PLAINES

ORDINANCE Z - 23 - 20

**AN ORDINANCE APPROVING A PRELIMINARY
PLANNED UNIT DEVELOPMENT, TENTATIVE PLAT OF
SUBDIVISION, AND MAP AMENDMENT, FOR 414 E. GOLF
ROAD. (Case #20-031-PPUD-TSUB-CU-MAP).**

WHEREAS, the Cumberland Crossing, LLC ("**Petitioner**") is the current record title holder of that certain real property consisting of approximately 6.49 acres, located in the M-1, Limited Manufacturing District, commonly known as 414 E. Golf Road, Des Plaines, Illinois (the "**Subject Property**"); and

WHEREAS, the Subject Property is currently improved with a 106,846-square foot vacant industrial building, 78 space surface parking area, a commercial cell tower facility with enclosure, and public access road to the Metra commuter parking lot; and

WHEREAS, the Petitioner intends to redevelop the Subject Property with (i) a five-story, 348-unit apartment building, served by 448 parking spaces (395 internal and 53 surface), and multiple activity areas for residents; and (ii) a one-story, 2,000-square foot commercial building with patio area and drive-through, served by thirteen parking spaces (collectively, the "**Development**"); and

WHEREAS, the Petitioner also plans to relocate an existing commercial cell tower facility including the appurtenant equipment enclosure to another portion of the Subject Property pursuant to a revised easement agreement; and

WHEREAS, pursuant to Sections 12-3-4, 12-3-6, 12-3-7 and 12-3-5 of the City of Des Plaines Zoning Ordinance ("**Zoning Ordinance**") and Title 13 of the City Code of the City of Des Plaines, as amended ("**Subdivision Regulations**"), the Petitioner filed, with the consent of the City, an application with the City for the approval of: (i) an application with the City for the approval of a map amendment to the "Zoning Map of the City of Des Plaines" ("**Zoning Map**") to rezone the Subject Property from the M-1 District to the C-3 General Commercial District ("**C-3 District**") ("**Proposed Map Amendment**"); (ii) a tentative plat of subdivision for the entire Subject Property prepared by SPACECO Inc., consisting of four sheets, with a latest revision date of August 31, 2020 ("**Proposed Tentative Plat of Subdivision**"); (iii) a preliminary plat of planned unit development of the Development Parcel ("**Proposed Preliminary Plat of PUD**"); and (iv) multiple PUD exceptions (collectively, the "**Requested Relief**"); and

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

WHEREAS, within ninety (90) days after the date of the Petitioner's application, a public

hearing was held by the PZB on September 22, 2020 pursuant to publication in the *Journal & Topics* on September 2, 2020; and

WHEREAS, notice of the public hearing was mailed to all property owners within 300 feet of the Subject Property; and

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

WHEREAS, pursuant to Section 12-3-5 of the Zoning Ordinance, the PZB filed a written report with the City Council on September 23, 2020, summarizing the testimony and evidence received by the PZB and stating by a vote of 5-2 of: (i) its recommendation to approve the Proposed Map Amendment; (ii) its approval of the Proposed Tentative Plat of Subdivision for the Subject Property; (iii) its recommendation to approve the Proposed Preliminary Plat of PUD for the Development Parcel; (iv) its recommendation to approve the PUD exceptions requested by the Petitioner subject to certain conditions; and

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

WHEREAS, the City Council has considered the written report of the PZB, the applicable standards for planned unit developments set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated February 10, 2021, and has determined that it is in the best interest of the City and the public to approve the Requested Relief in accordance with the provisions of this Ordinance;

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

SECTION 1. RECITALS. The recitals set forth above are incorporated herein by reference and made a part hereof, the same constituting the factual basis for the approval of the Proposed Preliminary Plat of PUD.

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

LOTS 2, 3, 6 AND 7 (TAKEN AS A TRACT) (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF CHICAGO AND NORTHWESTERN RAILWAY COMPANY AND THE WESTERLY LINE OF WOLF-GOLF ROAD PRODUCED; THENCE SOUTHWESTERLY ALONG THE WESTERLY LINE OF WOLF-GOLF ROAD PRODUCED 110.55 FEET; THENCE NORTHWESTERLY PARALLEL TO THE SAID SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY TO THE EASTERLY RIGHT OF WAY LINE OF THE WEST WYE TRACT OF SAID CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE OF SAID WYE TRACT TO THE NORTHWESTERLY LINE OF LOT 3 IN SEEGER'S SUBDIVISION; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF LOT 3, 76.13 FEET TO THE SAID SOUTHERLY RIGHT OF WAY LINE OF SAID CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE SOUTHEASTERLY 909.89 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE PLACE OF BEGINNING; AND ALSO EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18, THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 18, FOR A DISTANCE OF 1185.2 FEET; THENCE EASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 102 DEGREES 23 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 2437.1 FEET; THENCE NORTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 51 DEGREES 35 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 126.1 FEET TO THE POINT OF BEGINNING WHICH IS ON THE NORTH RIGHT OF WAY LINE SEEGER ROAD; THENCE EASTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE WHICH FORMS AN ANGLE OF 45 DEGREES 05 MINUTES TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 84.7 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 45 DEGREES 05 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 430.2 FEET TO A POINT WHICH IS ON THE CHICAGO AND NORTHWESTERN RAILWAY RIGHT OF WAY LINE; THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE WHICH FORMS AN ANGLE OF 84 DEGREES 22 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 120.6 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 95 DEGREES 38 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 549.8 FEET TO A POINT ON THE AFORESAID NORTH RIGHT OF WAY LINE OF SEEGER ROAD; THENCE EASTERLY ALONG SAID NORTH RIGHT OF WAY LINE WHICH FORMS AN ANGLE OF 45 DEGREES 05 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 84.7 FEET MORE OR LESS TO THE POINT OF BEGINNING; AND ALSO EXCEPTING FROM SAID TRACT THAT PART THEREOF LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF THE RIGHT OF WAY OF

WOLF-GOLF ROAD;

IN SEEGER'S SUBDIVISION OF PART OF THE SOUTH ½ OF FRACTIONAL SECTION 7 AND PART OF THE NORTH ½ OF FRACTIONAL SECTION 18, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS PURSUANT TO THAT PLAT OF SUBDIVISION RECORDED NOVEMBER 21, 1917 AS DOCUMENT NO. 6234083.

PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR USE AND OPERATION OF A ROADWAY AS ESTABLISHED BY GRANT FOR CHICAGO AND NORTHWESTERN RAILWAY COMPANY TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 13454 RECORDED AS DOCUMENT NO. LR1997027, AND THE TERMS AND CONDITIONS THEREOF.

P.I.N.s: 09-07-316-001, 09-18-200-008, 09-18-200-009

SECTION 3. APPROVAL OF PROPOSED MAP AMENDMENT.

Pursuant to

Section 12-3-7 of the Zoning Ordinance, the City Council has considered the factors relevant to the approval of map amendments and has determined that the procedure for the review of map amendments has been satisfied. The City Council hereby approves the Proposed Map Amendment, and the Zoning Map is hereby amended to rezone the Subject Property from the M- 1 Limited Manufacturing District to the C-3 General Commercial District.

SECTION 4. APPROVAL OF PROPOSED PRELIMINARY PLAT OF PUD.

Subject to and contingent upon the conditions set forth in Section 8 of this Ordinance, and pursuant to Section 12-3-5 of the Zoning Ordinance, the City Council hereby approves the Proposed Preliminary Plat of PUD, which consists of the following plans:

- A. Preliminary Planned Unit Development Plat for Cumberland Crossing, consisting of one sheet, prepared by SPACECO Inc., and with a latest revision date of February 11, 2021;

- B. Preliminary Site Improvement Plans for Cumberland Crossing, consisting of four sheets, prepared by SPACECO Inc., and with a latest revision date of February 10, 2021; and
- C. Floor Plans and Elevations for Cumberland Crossing, consisting of nine sheets, prepared by Studio 222 Architects, and with a latest revision date of February 10, 2021.

(collectively, the "***Proposed Preliminary Plat of PUD***") copies of which are attached to and, by this reference, made a part of this Ordinance as **Exhibit A**. The City Council hereby directs the Zoning Administrator to accept the Proposed Preliminary Plat of PUD for the Subject Property, subject to and contingent upon the conditions set forth in Section 8 of this Ordinance.

SECTION 5. ACKNOWLEDGEMENT OF REQUEST FOR EXCEPTIONS. The City Council hereby acknowledges that pursuant to Section 12-3-5.C of the Zoning Ordinance, the Petitioner has requested, and the Proposed Preliminary Plat of PUD contemplates, the following exceptions to the bulk regulations of the C-3 General Commercial District:

- A. To permit a maximum building height of 59 feet 10 inches, where a maximum height of 45 feet is allowed in C-3 General Commercial District as set forth in Section 12-7-3 F of the Zoning Ordinance; and
- B. To permit a minimum lot area exception of 812.5-square feet per unit where the minimum lot area is 1,815-square feet per unit as set forth in Section 12-3-5-1.D.1 of the Zoning Ordinance.

(collectively, "***Proposed Exceptions***"). At the time of consideration of a proposed final plat of planned unit development ("***Final Plat of PUD***") for the Subject Property, a final plat of subdivision for the Subject Property, and a final development plan for the Subject Property, the

City Council will consider the Proposed Exceptions.

SECTION 6. SUBMISSION OF FINAL PLAT OF PLANNED UNIT DEVELOPMENT AND FINAL PLAT OF SUBDIVISION. Pursuant to and in accordance with Section 12-3-5.D.3 of the Zoning Ordinance and Section 13-2-4 of the Subdivision Code, the adoption of this Ordinance authorizes the Petitioner to submit a Final Plat of PUD and a final plat of subdivision for the Subject Property to the City.

SECTION 7. EFFECT OF APPROVAL OF PROPOSED PRELIMINARY PLAT OF PUD. Pursuant to Section 12-3-5.D.3 of the Zoning Ordinance, the approval of the Proposed Preliminary Plat of PUD for the Development Parcel, as provided in Section 4 of this Ordinance, will not be deemed or interpreted as authorizing or entitling the development or the improvement of the Subject Property in any manner whatsoever unless and until the City Council approves, by ordinance or resolution duly adopted, as the case may be: (i) a conditional use permit for a planned unit development for the Subject Property, pursuant to Section 12-3-5.D.5 of the Zoning Ordinance; and (ii) a final plat of subdivision for the Subject Property, pursuant to Section 13-2-8 of the Subdivision Regulations. Nothing herein will be deemed or interpreted as obligating or requiring the City Council to approve a conditional use permit for a planned unit development or a final plat of subdivision. Further, the City Council has no obligation to consider or approve a conditional use permit for a planned unit development or a final plat of subdivision unless and until:

- A. The Petitioner complies with the applicable procedures for the review and approval of a Final Plat of PUD for the Development Parcel, as set forth in Section 12-3-5.D.5 of the Zoning Ordinance; and

- B. The Petitioner complies with the applicable procedures for review and approval of a final plat of subdivision for the Subject Property, as set forth in Chapter 2 of the Subdivision Regulations.

SECTION 8. CONDITIONS OF APPROVAL.

The approval of the Proposed Preliminary Plat of PUD granted pursuant to Section 3 of this Ordinance is expressly subject to and contingent upon compliance by the Petitioner with each and all of the following conditions, all at the sole cost and expense of the Petitioner:

- A. The Petitioner must prepare and submit to the City: (i) a Final Plat of PUD for the Subject Property that meets all the requirements of Section 12-3-5 and Section 12-14-5 (Minimum Submittal requirements for PUDs) of the Zoning Ordinance; and (ii) a final plat of subdivision for the Subject Parcel; that meets all the requirements of the Subdivision Regulations.
- B. The Petitioner will commission and provide to the City a full traffic study, including all site access points and required content approved by IDOT, at time of Final Planned Unit Development.
- C. That a 10-foot wide side path must be constructed by the Petitioner along the Golf Road and Wolf Road frontages of the Subject Property within the public right-of-way, tying into the Cumberland Metra parking lot at the north of the Subject Property.
- D. That any and all governing documents for the Development including covenants, conditions, and restrictions, or operating reciprocal easement agreements must be submitted to and approved by the City's General Counsel prior to the recording of any Final PUD Plat or Final Plat of Subdivision.

- E. A fire hydrant will be required within 100 feet of the Des Plaines Fire Department sprinkler connection at the proposed restaurant building.
- F. All proposed improvements and modifications shall be in full compliance with all applicable regulations, codes, and ordinances. All Engineering, Landscape, and Building plans will be updated or modified to comply with requirements in effect at the time of approval of the Final PUD Plat.
- G. The Petitioner must, as part of the Development, reconstruct at its cost and expense, the Golf Road/ Wolf Road/ Seegers Road intersection when adding a fourth leg to accommodate northbound and southbound traffic on Wolf Road. The Final Engineering Plans and Final Plat of PUD shall incorporate plans depicting the reconstruction of this intersection and shall be approved by all agencies having jurisdiction over the roads connecting to the intersection.
- H. The Petitioner must obtain approval of its final engineering plans for the Subject Property from the City of Des Plaines Public Works and Engineering Department.
- I. The final plans submitted with the Final Plat of PUD shall be in substantial compliance with the Preliminary Plat of PUD.

SECTION 9. TIME PERIOD FOR SUBMISSION OF FINAL PLAT OF PLANNED UNIT DEVELOPMENT AND FINAL PLAT OF SUBDIVISION. Pursuant to and in accordance with Section 12-3-5.D.3 of the Zoning Ordinance and Section 13-2-10.B of the Subdivision Regulations, respectively, the Petitioner must submit for review and approval by the City: (a) a Final Plat of PUD for the Subject Property no later than the date that is 180 days after the effective date of this Ordinance; and (b) a final plat of subdivision for the Subject Property no later than the date that is 12 months after the effective date of the approval of the Proposed Tentative Plat of Subdivision by the PZB.

SECTION 10. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

SECTION 11. 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.

PASSED this_____day of_____, 2021.

APPROVED this_____day of_____, 2021.

VOTE: AYES_____NAYS_____ABSENT _____

ATTEST:

MAYOR

CITY CLERK

Published in pamphlet form this
_____ day of_____, 2021.

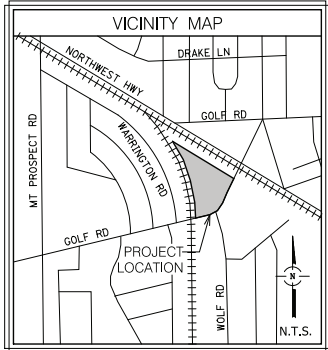
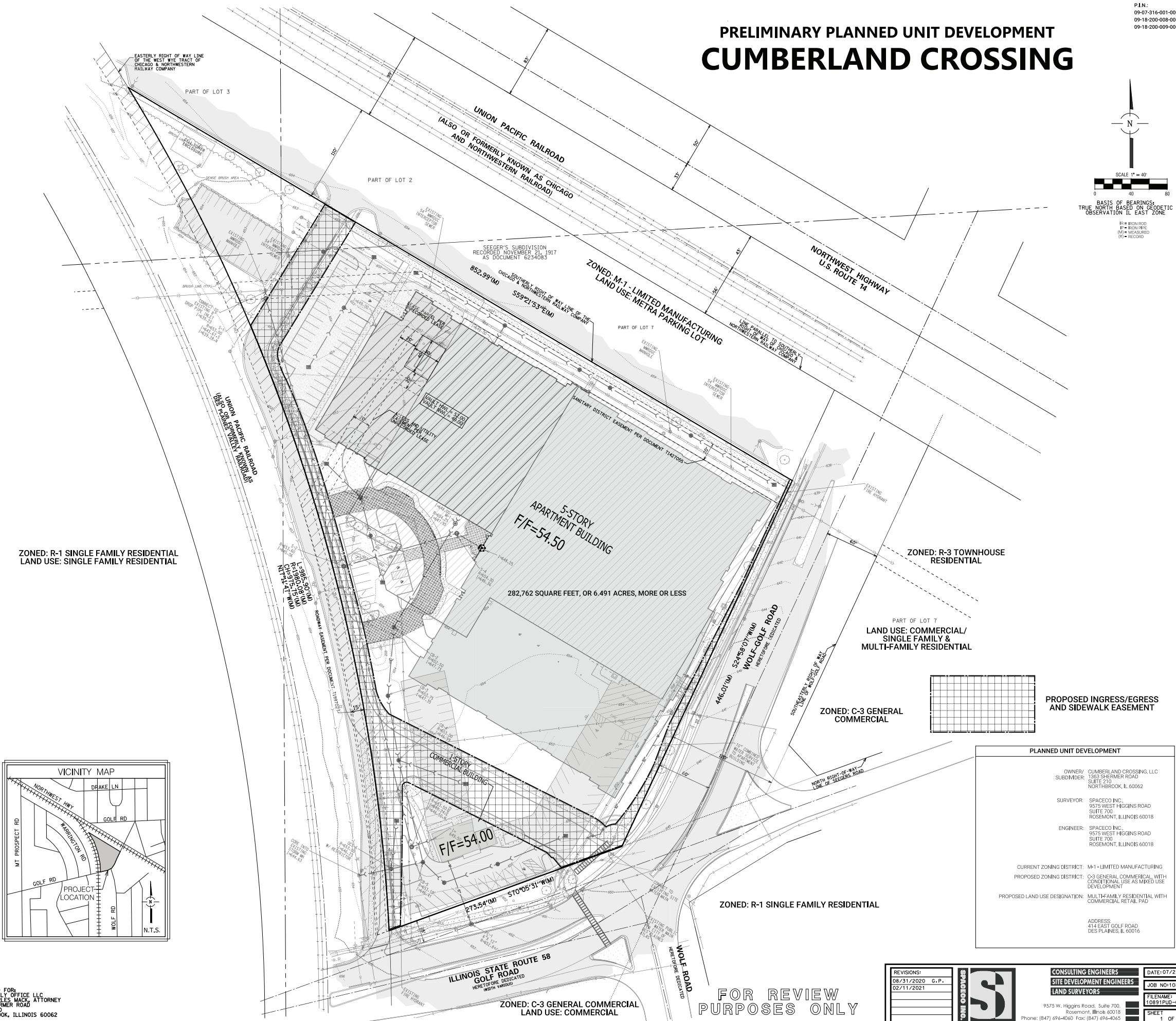
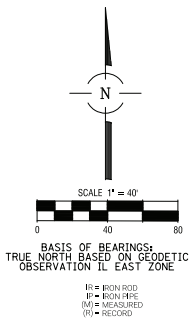
Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

PRELIMINARY PLANNED UNIT DEVELOPMENT
CUMBERLAND CROSSING

P.I.N.:
09-07-316-001-0000
09-18-200-008-0000
09-18-200-009-0000



PREPARED FOR:
BNW FAMILY OFFICE LLC
1363 SHERMAN ROAD
SUITE 210
NORTHBROOK, ILLINOIS 60062

FOR REVIEW
PURPOSES ONLY

REVISIONS:
08/31/2020 G.P.
02/11/2021



CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

9575 W. Higgins Road, Suite 700
Rosemont, Illinois 60018
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DATE: 07/23/2020
JOB NO: 10891
FILENAME: 10891PUD-01
SHEET 1 OF 1