

**CALL TO ORDER**

**REGULAR SESSION**

ROLL CALL

PRAYER

PLEDGE OF ALLEGIANCE

**PUBLIC HEARING**

CONSIDERATION OF TEXT AMENDMENTS TO THE ZONING ORDINANCE OF THE CITY OF DES PLAINES REGARDING CANNABIS BUSINESS ESTABLISHMENTS AND MINOR VARIATIONS/**ORDINANCE Z-42-21**: Establishing Cannabis Dispensary as a Permitted Use in the C-3 General Commercial and C-4 Regional Shopping Districts and a Conditional Use in the C-5 Central Business District; Establishing Cannabis Dispensary as a Permitted Use in the M-2 General Manufacturing District; Removing the Minimum-Distance Requirement Between Cannabis Business Establishments; Amending the Specific Use Regulations for Cannabis Business Establishments and Removing the Application Fee for Minor Variations

**PUBLIC COMMENT**

(matters not on the agenda)

**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. Approval of New Ownership for Existing Class A – Tavern Liquor License for E&G Road House, Inc., d/b/a Rand Road House, 864 Rand Road
2. Approval of New Ownership for Existing Class M – Gas Station/Retail Sales Beer & Wine Only Liquor License for 2380 River, Inc. d/b/a Mobil Gas Station, 2380 River Road
3. **RESOLUTION R-120-21:** Approving and Ratifying the Procurement of Police Department Promotion Assessment and Testing from Industrial Organizational Solutions, Inc. at a Cost Not-to-Exceed \$33,215
4. **RESOLUTION R-132-21:** Authorizing the Expenditure of Funds Pursuant to Railroad Agreements for the Rand Road Sidepath Project in the Total Amount of \$424,926. Budgeted Funds – Grant Funded Projects and Capital Projects.
5. Minutes/Regular Meeting – August 2, 2021
6. **SECOND READING – ORDINANCE M-9-21:** Amending Section 6-2-4 of the Des Plaines City Code Regarding Obscene and Immoral Acts
7. **SECOND READING – ORDINANCE M-10-21:** Amending Title 4 of the Des Plaines City Code to Remove Fees Associated with Occasional (Garage) Sales

**UNFINISHED BUSINESS**

1. Consideration of a Preliminary Planned Unit Development (PUD), Tentative Plat of Subdivision, Conditional Use for a PUD, and Map Amendment for a Proposed 125-Unit Attached Single-Family (Townhouse) Development in the Current C-3 Zoning District (Proposed R-3 District) at 1050 East Oakton Street, 1000-1100 Executive Way, and 1555 Times Drive – **ORDINANCE Z-40-21** (*deferred from 7/19/2021 City Council Agenda*)

**NEW BUSINESS**

1. **FINANCE & ADMINISTRATION** – Alderman Artur Zadrozny, Chair
  - a. Warrant Register in the Amount of \$3,564,649.96 – **RESOLUTION R-133-21**
2. **COMMUNITY DEVELOPMENT** – Alderman Malcolm Chester, Chair
  - a. Consideration of a Resolution Consenting to and Supporting a Renewal for a Cook County Class 6b Tax Incentive at 70 Rawls Road – **RESOLUTION R-134-21**



**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: August 5, 2021

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

From: John T. Carlisle, AICP, Economic Development Manager *JTC*

Subject: Zoning Text Amendments Regarding Cannabis Business Establishments and Minor Variation Application Fee

**Issue: The City Council is asked to hold a public hearing to consider the following text amendments to the Zoning Ordinance:** (i) establish Cannabis Dispensary (retail sales of legal cannabis products) as a permitted use in the C-3 General Commercial and C-4 Regional Shopping Districts and a conditional use in the C-5 Central Business District; (ii) establish Cannabis Dispensary as a permitted use in the M-2 General Manufacturing District; (iii) remove the minimum-distance requirement between Cannabis Business Establishments (1,500 feet); (iv) amend the Specific Use Regulations for Cannabis Business Establishments; and (v) remove the application fee for minor variations.

**PIN:** Citywide

**Petitioner:** City of Des Plaines, 1420 Miner Street, Des Plaines, IL 60016

**Case Number:** #21-026-TA

**Project Description:** The City of Des Plaines is proposing amending the Zoning Ordinance to make cannabis dispensaries a permitted use (currently conditional use) in the C-3, C-4, and M-2 districts, and a conditional use (currently not allowed) in the C-5 district. Additionally, the proposed amendments remove the minimum-distance requirement of 1,500 feet between cannabis business establishments and remove the minor variation application fee.

**Updating Cannabis Rules in Certain Zoning Districts**

Adult-use (recreational) cannabis has been legal to purchase for those 21 and older in Illinois since January 1, 2020, as a result of the state Cannabis Regulation and Tax Act in 2019. The Act gave the state authority to license recreational cannabis businesses and set forth statewide and regional caps on where cannabis licenses would be allocated. While some municipalities chose at the time to opt *out* of allowing cannabis businesses such as retail dispensaries in their communities, Des Plaines chose to opt *in* but adopted various zoning rules to regulate these businesses' location, operation, and the local permitting process. The City chose then to establish all cannabis business establishments – which includes retail dispensaries, where cannabis is sold directly to consumers, and supply-chain businesses such as craft growers, cultivation centers, transporters,

and infusers – as conditional uses in various zoning districts. A conditional use requires every potential business to go through a public hearing and review process and obtain approval from City Council. In addition to the conditional use requirement, the City made cannabis businesses ineligible to apply for a conditional use when they proposed to locate within 500 feet of pre-existing schools, houses of worship, and commercial child day care centers. Use standards (Section 12-8-13 of the Zoning Ordinance) were put in place to cover operational issues such as signage, lighting, deliveries, and hours of operation.

When the recreational cannabis industry was new to Illinois, communities were unsure about possible deleterious neighbor impacts. However, more than a year and a half into legalization, communities around the state are generally not reporting issues such as increased crime, vagrancy, impaired driving, or illegal consumption. Many communities that first opted out are now opting in. For dispensaries in particular, a rigorous state licensing process overseen by the Illinois Department of Financial and Professional Regulation (IDFPR) closely regulates each dispensary’s staffing, security, and other operational characteristics, with inspection authority and strict enforcement generally ensuring compliance. Communities are, however, reaping the benefits of economic and tax-revenue growth. Like Des Plaines, most municipalities where recreational cannabis is allowed impose a three percent cannabis tax on retail sales. When home-rule, which Des Plaines is, communities can also impose a retail sales tax in addition to the cannabis tax. In Des Plaines this amounts to approximately a four percent<sup>1</sup> total of all retail cannabis sales that would generate revenue for the City. According to the IDFPR annual report<sup>2</sup>, the first six months of operation (January-June 2020) generated approximately \$239 million in sales across 58 dispensaries.<sup>3</sup>

Despite administrative hiccups and legal challenges among industry competitors, Illinois has generally considered recreational cannabis to be successful and worth expanding. As part of expansion, the state aims to distribute the economic benefit equitably, particularly to populations who have historically been most affected by enforcement of prior cannabis laws. On July 15, 2021, Governor Pritzker signed Public Act 102-0098, which amends the original Cannabis Act to increase the number of available dispensary licenses. The change will amount to 110 additional dispensaries statewide, with IDFPR required to issue no fewer than 50 licenses by December 2022. Municipalities looking to attract a dispensary are tracking the issue and deciding how they might best market their communities to the industry. The batch of additional licenses have begun to be issued by IDFPR through a series of lotteries, the first of which was late July and the second is August 5. The *Chicago Tribune* reported<sup>4</sup> that the first lottery announced 55 license awardees, who are currently making location decisions.

As part of an economic development strategy to offer stand-out, time-efficient, streamlined permitting and approval, the City is requesting consideration of amendments to make cannabis dispensaries a *permitted* use in the C-3, C-4, and M-2 districts, where they are currently *conditional* uses. If this change is approved, interested dispensaries will find their prospective approval process to be two-to-three months shorter than it had been, likely shorter than in a nearby municipalities (see the table on Page 3). The affected zoning districts are illustrated in Attachment 2. In general, this change would apply to most of the City’s prime sites for cannabis dispensaries: high-traffic and/or visible areas and corridors that are accessible not only to Des Plaines residents but also to those from elsewhere. Dispensaries are an opportunity to attract non-local spending.

Another proposed change is to add cannabis dispensary as a *conditional* use in C-5 (Central Business District).

<sup>1</sup> The state collects a small administrative fee.

<sup>2</sup> “Adult Use Cannabis Program Annual Report – Dispensing Organizations” (2020, September). Illinois Department of Financial and Professional Regulation, Cannabis Control Section. Accessed at <https://www.idfpr.com/Forms/AUC/Adult%20Use%20Cannabis%20Dispensing%20Organization%20Report%2021821.pdf>

<sup>3</sup> Dispensaries were not operational at the same time. Variables such as size (square feet) and location affect projected sales.

<sup>4</sup> McCoppin, Robert (July 28, 2020). “626 groups now qualify for upcoming lottery to win marijuana store licenses in Illinois after applications are rescored.” Chicago Tribune. Accessed at <https://www.chicagotribune.com/marijuana/illinois/ct-illinois-marijuana-license-lottery-qualified-20210728-dncra2em3fhjjeel2isr3ew7am-story.html>

Because Downtown Des Plaines is denser and perhaps more sensitive to cannabis dispensaries, the conditional use process seems prudent to allow a case-by-case review of proposals for their unique design and compatibility with the surrounding area. However, currently dispensaries are not possible anywhere in C-5. Nearby communities Park Ridge and Rosemont allow cannabis dispensaries as a conditional (“special”) use in their central business/entertainment areas.

Finally, the recently signed state legislation exempted some – but not all -- cannabis business establishments from a state rule mandating a minimum distance of 1,500 feet between establishments. This rule applies not only to dispensaries but also to the supply-chain businesses. Des Plaines zoning currently has the same rule. While the City has the authority to retain this rule if it wishes, staff recommends removing it. Market-based factors discourage the clustering of a “cannabis strip” or “cannabis district,” and the remaining state rules should be effective at achieving the intent without a local Des Plaines rule reinforcing it.

The following existing regulations are **not** proposed to change:

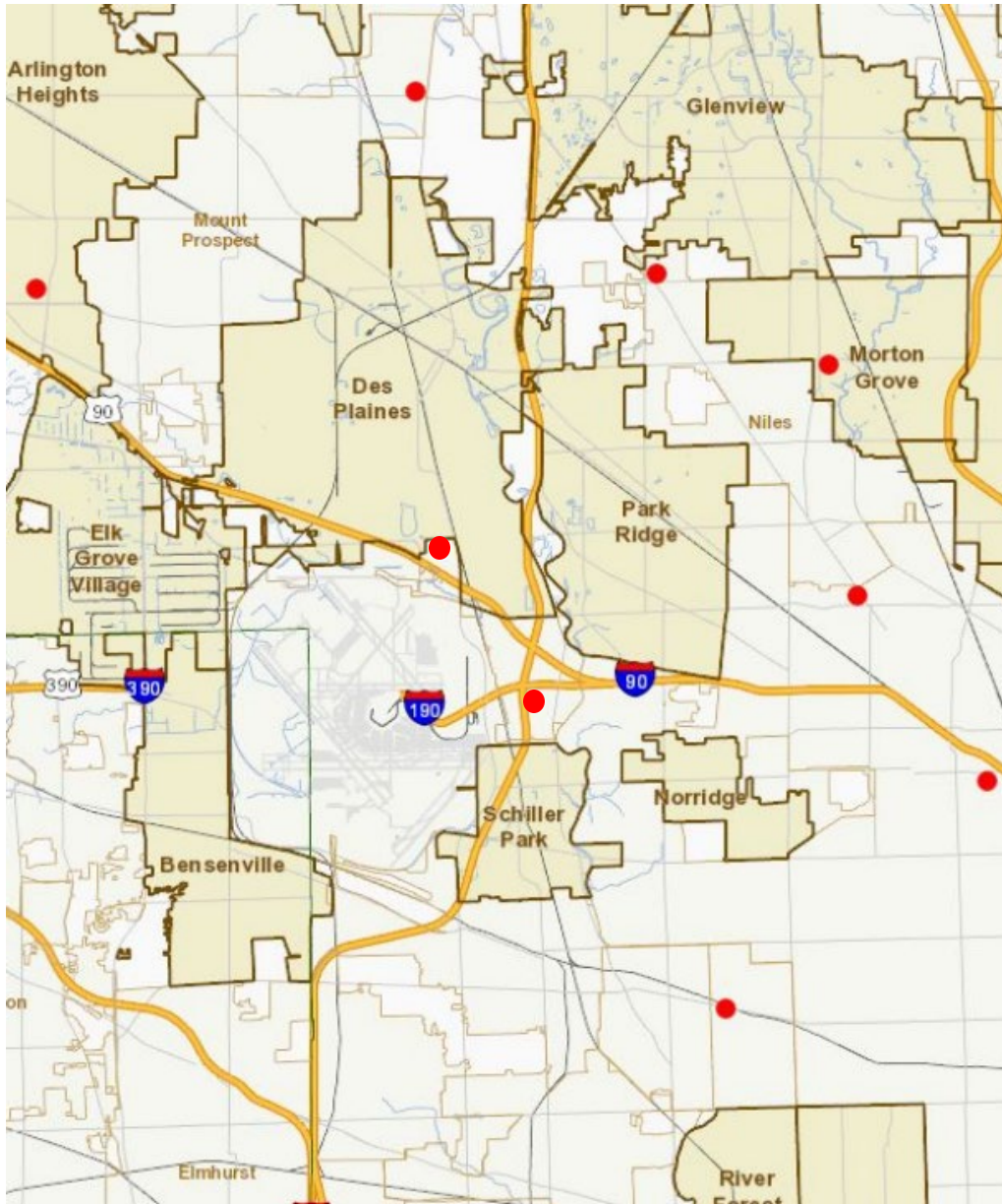
- A 500-foot minimum distance from pre-existing schools, houses of worship, and commercial day care
- Sign type and style limitations (i.e. no electronic messageboards, no imagery aimed at children)
- Lighting ample for security but does not intrude on neighboring property per general lighting rules
- Hours of operation between 10 a.m. and 8 p.m.
- No on-site consumption or delivery service
- Seismic and sonic detectors
- Authority of the City for periodic inspections regarding odor
- The off-street parking minimum based on multiple ratios of building floor area

In the instance of a proposal for a permitted, by-right use, there would be no public hearing or meetings, but City staff would conduct the initial review of site, building, and operational plans. The minimum 500-foot distance from sensitive uses would be checked, as staff maintains an updated list of these uses and properties. Any cannabis endeavor requiring building permitting will be required to obtain the permit through the Community and Economic Development Department. The typical business registration process will be required, as will all taxation forms (Title 15, Chapter 13 of the City Code) to be processed through the Finance Department.

The following table summarizes cannabis zoning approval processes in nearby municipalities. Note that “conditional” and “special” use are essentially interchangeable.

<b>MUNICIPALITY</b>	<b>REQUIRED APPROVAL PROCESS</b>
Rosemont	Special use in multiple business districts, including core entertainment area
Park Ridge	Special use in multiple business districts, including core area
Mount Prospect	Conditional use in two business districts, not allowed in core
Arlington Heights	Maximum of one permitted (pre-existing medical dispensary in commercial area); not allowed in core

The following image illustrates locations of retail dispensaries in the vicinity.



### **Remove Minor Variation Application Fee**

The City also proposes amending the zoning section that requires various fees for zoning applications. Because of the staff and administrative resources required to process all zoning petitions, in general it is good practice to charge a non-refundable application fee. However, minor variations are very small relief sought by resident homeowners on issues such as fence height and style. When they are approved, it is because the applicant clearly encountered a hardship or challenging circumstance in the code. In instances of approval, imposing an application fee of \$150 amounts to simply an extra charge on a permit. The zoning administrator can administratively approve or deny minor variations, based on the standards in the Zoning Ordinance.

In the instance of a denial, the applicant can appeal to the PZB. Appeals are separate applications with a fee. The City is not proposing to remove the appeal fee. This has the overall effect of alleviating the fee for those very reasonable requests for relief that will be approved, but “gray area” requests or those which will likely be denied will have to pay a non-refundable fee to process an appeal.

**Proposed Amended Sections**

Additions are **bold underline**. Deletions are ~~struck through~~. Amended sections are provided with some surrounding, unamended text for context.

12-7-3: COMMERCIAL DISTRICTS REGULATIONS:

K. Commercial Use Matrix:

TABLE 3  
COMMERCIAL DISTRICTS USE MATRIX  
P = Permitted use  
C = Conditional use permit required

Uses	C-1	C-2	C-3	C-4	C-5	C-6	C-7
Cannabis dispensary			<del>CP</del> <b>19</b>	<del>CP</del> <b>19</b>	<b><u>C</u></b>		

NOTES

19. No cannabis business establishment shall be located ~~(i)~~ within 500 feet from any pre-existing pre-school, primary school, secondary school, childcare center on a commercial zoning lot, or place of worship, ~~and (ii) within 1,500 feet from any other cannabis business establishment.~~ All minimum distance requirements shall be measured from zoning lot line to zoning lot line.

12-7-4: MANUFACTURING DISTRICTS REGULATIONS:

G. Manufacturing Use Matrix:

TABLE 5  
MANUFACTURING DISTRICTS USE MATRIX  
P = Permitted use  
C = Conditional use permit required

Use	M-1	M-2	M-3
Cannabis dispensary		<del>CP</del> <b>5</b>	

NOTES

5. No cannabis business establishment shall be located ~~(i)~~ within 500 feet of any pre-existing pre-school, primary school, secondary school, childcare center on a commercial zoning lot, or place of worship, ~~and (ii) within 1,500 feet from any other cannabis business establishment; provided however, that this minimum distance requirement shall not apply to cannabis business establishments that co-locate within the same building unit and are under the common ownership.~~ All minimum distance requirements shall be measured from zoning lot line to zoning lot line.

## 12-8-13: CANNABIS BUSINESS ESTABLISHMENTS:

### A. Signage:

1. Signage for any cannabis business establishment shall be limited to one flat wall sign not to exceed fifty (50) square feet in area or the maximum allowable sign area as calculated in chapter 11 of this title, whichever is less, and one identification sign, which may include only the name and address of the business and may not exceed two (2) square feet in area; such signs may not be directly illuminated. Mandatory signage required by state or federal law will be permitted notwithstanding the requirements of this subsection A or chapter 11 of this title.

2. Electronic message boards and temporary signs, including window signs, are not permitted in connection with a cannabis business establishment.

3. Signage may not contain cannabis imagery such as cannabis leaves, plants, smoke, paraphernalia, or cartoonish imagery oriented toward youth, or any language referencing cannabis, marijuana, or other common colloquial terms for cannabis.

B. Lighting: Parking lot lighting for all cannabis business establishments must comply with the requirements of subsection 12-9-6G and section 12-12-10 of this title.

C. Hours of Operation: No cannabis dispensing organization may operate outside the hours of 10 am to 8 pm, Sunday through Saturday. No sale of cannabis may take place after 8 pm on any day.

### D. Miscellaneous Operational Regulations:

1. No products containing cannabis may be consumed or sampled on the premises of any cannabis business establishment, including in any outdoor parking area accessory to or used by the cannabis business establishment.

2. Delivery of cannabis products to consumers at any location outside of a licensed cannabis business establishment is expressly prohibited.

3. Interior lighting, video surveillance, security, and inventory control systems shall comply with all requirements of the Cannabis Regulation and Tax Act and the Compassionate Use of Medical Cannabis Program Act, as the same may be amended from time to time, as well as all state regulations promulgated pursuant to those Acts.

4. Seismic and sonic detectors shall be installed and maintained on all roofs and walls that contain a cannabis business establishment.

5. All odors generated by cannabis business establishments must comply with chapter 12 of this title. Each ~~conditional use issued for a~~ cannabis business establishment shall provide the Director of Community and Economic Development with the authority to make periodic inspections of the premises to determine if additional odor mitigation measures shall be required to ensure compliance with chapter 12 of this title. (Ord. Z-31-19, 12-2-2019)

## 12-3-1: APPLICATIONS AND HEARINGS:

6. Fees: ~~Every a~~ Applications filed pursuant to the provisions of this title shall be subject to an application and filing fee as established, from time to time, by the City Council. The owner of the property subject to the application and, if different, the applicant, shall be jointly and severally liable for the payment of the fee. The failure to pay any such fee when due shall be grounds for refusing to process an application and for denying or revoking any permit or approval sought or issued with respect to the land or development to which the unpaid fee or required deposit relates. All fees shall be made payable to the City of Des Plaines. The application fee pays the cost of processing the zoning relief requested and is nonrefundable.



a.		Conditional use permits	\$500.00
b.		Planned unit developments	\$1,500.00
c.		Variations:	
	(1)	Minor variations	<del>\$150.00</del> <b><u>No fee; appeals of denials subject to the fee for Appeals</u></b>
	(2)	Standard variations	\$250.00
	(3)	Major variations	\$350.00
d.		Amendments (text or map)	\$500.00
e.		Appeals	\$250.00

(Ord. Z-1-19, 1-7-2019)

**Standards for Zoning Ordinance Text Amendment:**

The following is a discussion of standards for zoning amendments from Section 12-3-7.E of the Zoning Ordinance. Rationale for how the proposed amendments would satisfy the standards is provided.

**1. Whether the proposed amendment is consistent with the goals, objectives, and policies of the comprehensive plan, as adopted and amended from time to time by the City Council;**

The new 2019 Comprehensive Plan does not address cannabis or minor variations specifically but does call for furthering overall business development activity, which can be done by establishing business- and resident-friendly approval processes that are not overly burdensome to applicants. The Plan emphasizes the importance of Downtown Des Plaines, dedicating an entire chapter to its vision, which implies the City may at its discretion apply closer scrutiny on uses proposed to locate downtown.

**2. Whether the proposed amendment is compatible with current conditions and the overall character of existing development;**

Cannabis dispensaries have proved across Illinois and Chicagoland to fit in a variety of contexts, many of which are present in Des Plaines (i.e. commercial corridors, walkable areas amid housing density). Minor variation fee relief will allow applicants to pursue reasonable development that will fit with the character of adjacent property.

**3. Whether the proposed amendment is appropriate considering the adequacy of public facilities and services available to this subject property;**

All proposed amendments are not anticipated to impact public facilities and available services but rather enhance economic development and resident quality of life within Des Plaines.

**4. Whether the proposed amendment will have an adverse effect on the value of properties throughout the jurisdiction; and**

All proposed amendments will not have an adverse effect on property values throughout the City. Cannabis dispensaries across the state have not proved to diminish adjacent property values. Further, the impact of a proposed minor variation will continue to be evaluated case by case, and the application fee is immaterial to the substance of a request.



## 5. Whether the proposed amendment reflects responsible standards for development and growth.

The proposed text amendments work towards responsible standards for development and growth by contributing to tax base and jobs in the case of cannabis businesses, and alleviating a financial cost to residents in the case of the minor variation fee.

**Public Hearing:** The PZB typically holds public hearings and votes on a recommendation regarding zoning amendments. However, because of the time sensitivity of the actions proposed and state-level activities in the cannabis industry, the City is exercising its home-rule authority to hold the public hearing at the City Council level. Therefore, there is no recommendation from the PZB to consider. The Council may vote on the first reading of the approving ordinance at the conclusion of the public hearing.

**Recommendation:** Staff recommends approval of Ordinance Z-42-21, which does the following:

- Makes cannabis dispensaries permitted uses (i.e. “by right”) in the C-3 General Commercial, C-4 Regional Shopping, and M-2 Manufacturing Districts;
- Makes dispensaries a conditional use in the C-5 Central Business District;
- Removes the minimum-distance requirement between cannabis business establishments (1,500 feet);
- Removes the reference to conditional uses in the Specific Use Regulations for Cannabis Business Establishments; and
- Removes the application fee for minor variations.

### **Attachments:**

Attachment 1: Prohibited areas for cannabis business establishments based on proximity to sensitive uses

Attachment 2: Zoning districts affected by proposed cannabis dispensary amendments

Ordinance Z-42-21



# CANNABIS BUSINESS ESTABLISHMENT 500 FOOT BUFFER MAP

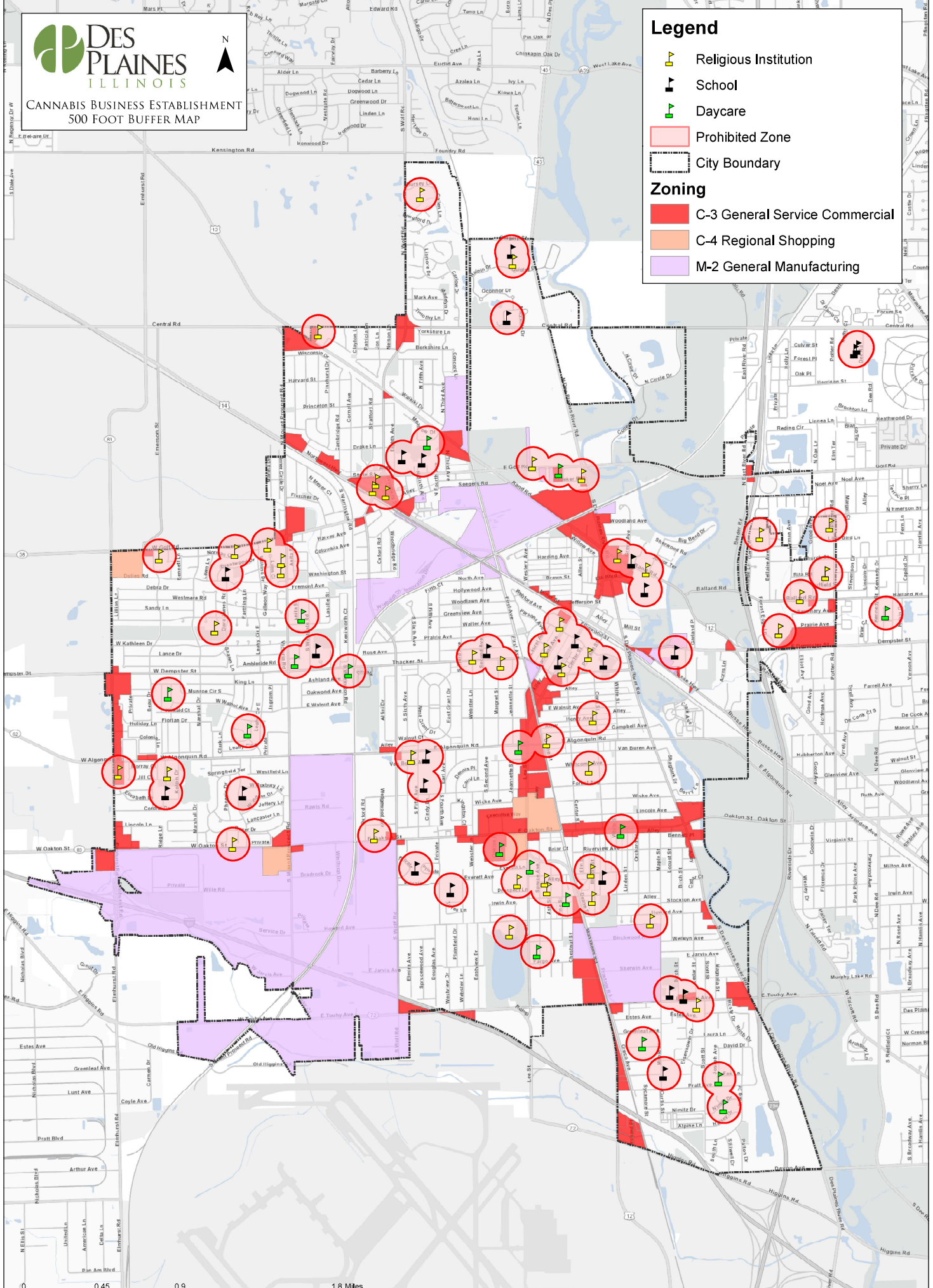


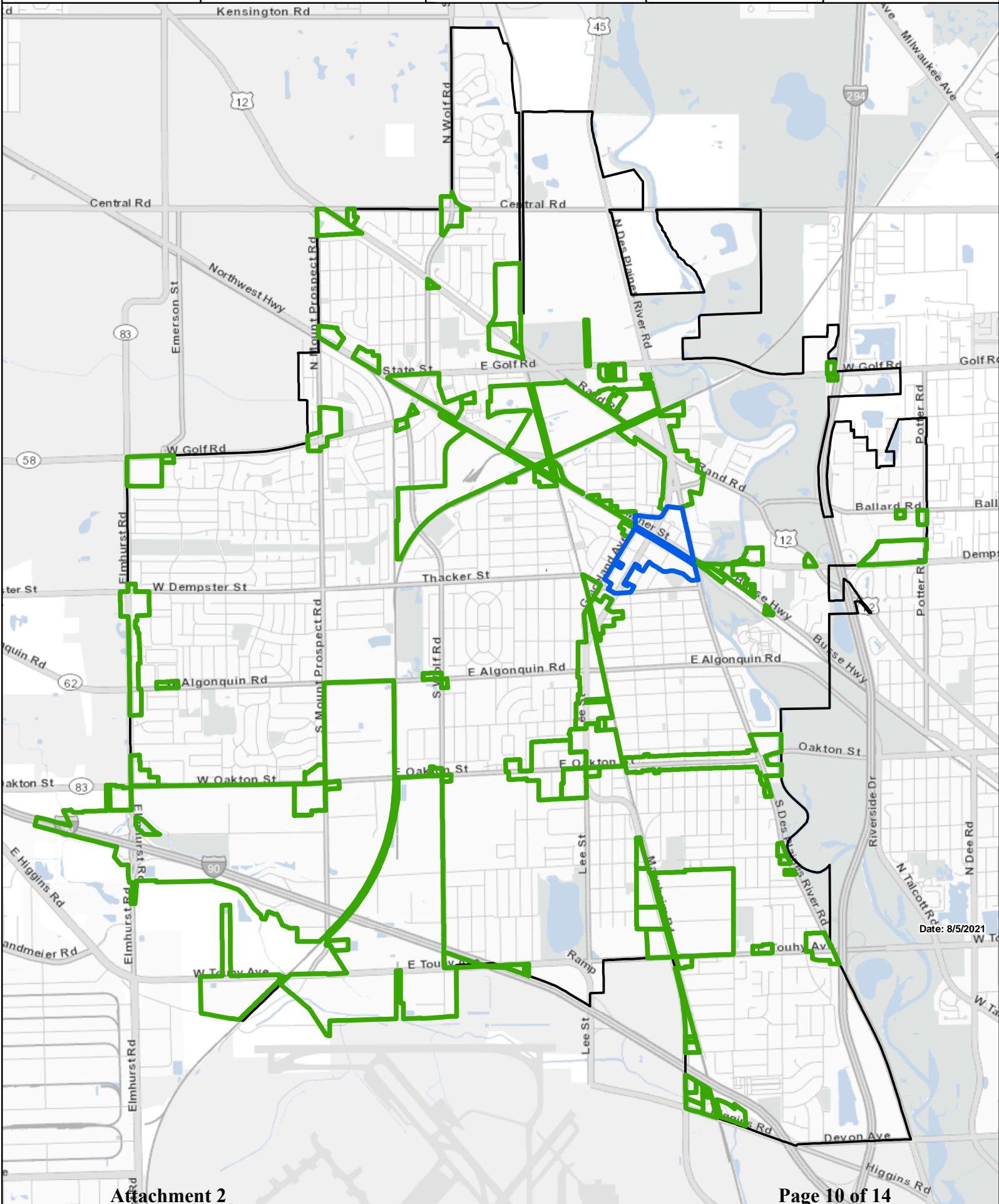
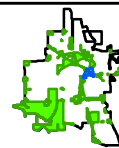
**Legend**

- Religious Institution
- School
- Daycare
- Prohibited Zone
- City Boundary

**Zoning**

- C-3 General Service Commercial
- C-4 Regional Shopping
- M-2 General Manufacturing





Date: 8/5/2021

CITY OF DES PLAINES

ORDINANCE Z - 42 - 21

AN ORDINANCE AMENDING THE TEXT OF VARIOUS  
SECTIONS OF THE DES PLAINES ZONING ORDINANCE  
REGARDING CANNABIS BUSINESS ESTABLISHMENTS  
AND MINOR VARIATION FEE

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

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

WHEREAS, after a review of the Zoning Ordinance, City staff desires to amend the Zoning Ordinance to: (i) allow cannabis dispensaries as a permitted use in the C-3, C-4, and M-2 Zoning Districts and as a conditional use in the C-5 Zoning District; (ii) remove the spacing requirement between cannabis business establishments; and (iii) eliminate the fee for minor variations (collectively, (i) through (iii) are the "**Text Amendments**"); and

WHEREAS, on August 16, 2021, the City Council held a public hearing to consider the Text Amendments, which hearing was duly advertised in the *Des Plaines Journal* on July 28, 2021; and

WHEREAS, the City Council has considered the factors set forth in Section 12-3-7.E, titled "Standards for Amendments," of the Zoning Ordinance; and

WHEREAS, the City Council has determined that it is in the best interest of the City to adopt the Text Amendments and amend the Zoning Ordinance as set forth in this Ordinance;

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

**SECTION 1. RECITALS.** The recitals set forth above are incorporated herein by reference and made a part hereof.

**SECTION 2. FINDING OF COMPLIANCE.** The City Council finds that consideration of the Text Amendments has complied with the provisions of Section 12-3-7 of the Zoning Ordinance.

**SECTION 3. COMMERCIAL DISTRICTS REGULATIONS.** Section 12-7-3, titled "Commercial Districts Regulations," of Chapter 7, titled "Districts," of the Zoning Ordinance is hereby amended to read as follows:

{00121533.1}

**Additions are bold and double-underlined;** ~~deletions are struck through.~~

**“12-7-3: COMMERCIAL DISTRICTS REGULATIONS:**

\* \* \*

K: Commercial Use Matrix:

TABLE 3  
COMMERCIAL DISTRICTS USE MATRIX

P = Permitted use  
C = Conditional use permit required

Uses	C-1	C-2	C-3	C-4	C-5	C-6	C-7
	*	*		*			
Cannabis Dispensaries			<u>CP<sup>19</sup></u>	<u>CP<sup>19</sup></u>	<u>C</u>		
	*	*		*			

Notes:

\* \* \*

19. No cannabis business establishment shall be located ~~(i)~~ within 500 feet from any pre-existing pre-school, primary school, secondary school, childcare center on a commercial zoning lot, or place of worship, ~~and (ii) within 1,500 feet from any other cannabis business establishment.~~ All minimum distance requirements shall be measured from zoning lot line to zoning lot line.

\* \* \*

**SECTION 4. MANUFACTURING DISTRICTS REGULATIONS.** Section 12-7-4, titled “Manufacturing Districts Regulations,” of Chapter 7, titled “Districts,” of the Zoning Ordinance is hereby amended to read as follows:

**“12-7-4: MANUFACTURING DISTRICTS REGULATIONS:**

\* \* \*

G: Manufacturing Use Matrix:

TABLE 5  
MANUFACTURING DISTRICTS USE MATRIX

P = Permitted use  
C = Conditional use permit required

{00121533.1}

**Additions are bold and double-underlined;** ~~deletions are struck through.~~

Uses	M-1	M-2	M-3
*	*	*	
Cannabis Dispensaries		<u>CP<sup>5</sup></u>	
*	*	*	

Notes:

\* \* \*

5. No cannabis business establishment shall be located ~~(i)~~ within 500 feet of any pre-existing pre-school, primary school, secondary school, childcare center on a commercial zoning lot, or place of worship, ~~and (ii) within 1,500 feet from any other cannabis business establishment;~~ provided however, that this minimum distance requirement shall not apply to cannabis business establishments that co-locate within the same building unit and are under the common ownership. All minimum distance requirements shall be measured from zoning lot line to zoning lot line.

\* \* \*

**SECTION 5. APPLICATIONS AND HEARINGS.** Section 12-3-1, titled “Applications and Hearings,” of Chapter 3, titled “Development Review Procedures,” of the Zoning Ordinance is hereby amended to read as follows:

“12-3-1: APPLICATIONS AND HEARINGS:

6. Fees: ~~Every a~~ Applications filed pursuant to the provisions of this title shall be subject to an application and filing fee as established, from time to time, by the City Council. The owner of the property subject to the application and, if different, the applicant, shall be jointly and severally liable for the payment of the fee. The failure to pay any such fee when due shall be grounds for refusing to process an application and for denying or revoking any permit or approval sought or issued with respect to the land or development to which the unpaid fee or required deposit relates. All fees shall be made payable to the City of Des Plaines. The application fee pays the cost of processing the zoning relief requested and is nonrefundable.

a.	Conditional use permits	\$500.00
b.	Planned unit developments	\$1,500.00
c.	Variations:	
(1)	Minor variations	<del>\$150.00</del> <b><u>No fee; appeals of denials subject to the fee for Appeals</u></b>
	*	*”

{00121533.1}

**Additions are bold and double-underlined;** ~~deletions are struck through.~~

**SECTION 6. SEVERABILITY.** If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

**SECTION 7. EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form according to law.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

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

ATTEST:

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

Published in pamphlet form this  
\_\_\_\_ day of \_\_\_\_\_, 2021.

Approved as to form:

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

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

DP-Ordinance Amending Zoning Regarding Cannabis Business  
Establishments and Minor Variation Fee

{00121533.1}

**Additions are bold and double-underlined;** ~~deletions are struck through.~~





OFFICE OF THE MAYOR

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

MEMORANDUM

Date: July 21, 2021  
To: Honorable Aldermen  
From: Andrew Goczkowski, Local Liquor Commissioner  
Cc: Vickie Baumann, Secretary/Licensing Division  
Subject: Liquor License Request for a New Ownership for an Existing Liquor License

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

E & G Road House Inc dba Rand Road House  
864 Rand Rd  
Class A – Tavern / seats 250 or less (on-site consumption only)  
No New Increase

The complete application packet is on file in the Community and Economic Development Department. The required posting will be completed August 5, 2021 and all necessary fees have been secured.

This request will come before you on the Consent Agenda of the City Council meeting of Monday August 16, 2021.

A handwritten signature in blue ink, appearing to read 'Andrew Goczkowski'.

Andrew Goczkowski  
Mayor  
Local Liquor Commissioner

Attachment: Application Packet





RECEIVED  
JUL 13 2021

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

BUILDING DEPT.

BUILDING DEPT.

APPLICATION FOR A LIQUOR LICENSE

**BUSINESS INFORMATION**

Name: E & G Road House INC d/b/a Rand Road House

Address: 804 Rand Road Zip: 60016

Mailing Address: 804 Rand Road Dept: \_\_\_\_\_

City: DES PLAINES St: IL Zip: 60016

Email: PETER@CHAIERSBAR.COM Phone#: 847-312-8800

Day/Hours of Operations: Monday: 8:00am - 1:00am Tuesday: 8:00am - 1:00am Wednesday: 8:00am - 1:00am

Thursday: 8:00am - 1:00am Friday: 8:00am - 1:00am Saturday: 8:00am - 1:00am Sunday: 8:00am - 1:00am

**CLASSIFICATION**

- A TAVERN – seats 250 or less
- A1 TAVERN – seats 251 – 500
- A2 TAVERN – seats 501 +
- AB TAVERN & BULK SALES – seats 250 or less
- AB-1 TAVERN & BULK SALES – seats 251 – 500
- B BULK SALES – retail only
- B-1 BULK SALES – alcohol not primary retail
- C CLUB
- E RESTAURANT DINING ROOM – over 50
- F RESTAURANT – beer only
- G BANQUET HALL
- H-1 RESTAURANT – beer & wine only
- H-2 BULK SALES – beer & wine only
- I RELIGIOUS SOCIETY
- J SPECIAL 4:00AM – must have class A
- K GOVERNMENTAL FACILITY
- L WINE ONLY
- M GAS STATION – retail only
- N CASINO
- P COFFEE SHOP

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

Title: PRESIDENT % of Stock: 100

Name: PETER Dalamangas

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

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

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

**ADDITIONAL INFORMATION**

Does the applicant own the property or premises of the business?  NO  YES

If NO, please provide name/address of the property owner and expiration date of the executed lease:

GUST TOURLIS, 1340 N. Northwest Highway Park Ridge

Is any elected City Official, County Commission or County Board member affiliated directly or indirectly with the applicant/business?  NO  YES

If YES, please provide name, position and a detailed description to the particulars:

Has any officer, owner or stockholder of the of the corporation or business obtained a liquor license for another location?  NO  YES

If YES, please provide name, location and disposition/status of each:

Has any officer, owner or stockholder of the of the corporation or business had a liquor license revoked for another location?  NO  YES

If YES, please provide name, location and reason for revocation of each:

**AFFIDAVIT**

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

PD INITIALS

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

PD INITIALS

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

PD INITIALS

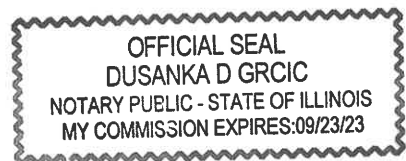
*Peter Dalamancas*  
Signature of Owner

PETER DALAMANCAS  
Print Name

SUBSCRIBED and SWORN to before me this

28 day of JUNE, 2021.

*Dusanka D Grcic*  
NOTARY PUBLIC (STAMP SEAL BELOW)



Amended

FORM BCA 14.05 (rev. Oct 2019) DOMESTIC CORPORATION ANNUAL REPORT Business Corporation Act

AMENDED

FILED

JUN 23 2021

JESSE WHITE SECRETARY OF STATE

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

Payment must be made by check or money order payable to Secretary of State.

File Prior To: 5/1 Year: 2021 File #: 66437248 Approved: Ry

Note: A change in the Registered Agent and/or Registered Office may only be affected by filing form BCA-5.10/5.20.

- 1. Corporate Name: EFG Road House, INC. Registered Agent: Peter Dalamangas Registered Office: 864 Rand Rd Des Plaines, IL 60016 County: Principal address of corporation: 864 Rand Rd, Des Plaines IL 60016 Date incorporated: 5/6/2008 Names and addresses of officers and directors:

NOTE: The names and addresses of ALL officers and directors must be entered in this item or on an additional sheet.

Table with 7 columns: OFFICE, NAME, NUMBER & STREET, CITY, STATE, ZIP. Rows include President, Secretary, Treasurer, and Director, all listing Peter Dalamangas at 864 Rand Rd, Des Plaines IL 60016.

- 5. If 51 percent or more of stock is owned by a minority or female, please check the appropriate box: Minority Owned Female Owned 6. Number of shares authorized and issued (as of 2/28/21):

Table with 5 columns: CLASS, SERIES, PAR VALUE, NUMBER AUTHORIZED, NUMBER ISSUED. Row 1: Common, , .000000, 1000000, 1000.00

IMPORTANT: If the amount in Item 6 or 7a differs from the Secretary of State's records, form BCA 14.30 must be completed.

- 7a. Amount of Paid-in Capital (as of 2/28/21 to 6-22-2021): \$ 1000.00 7b. Paid-in Capital on record with Secretary of State: \$

(Paid-in Capital reflects the sum of the Stated Capital and Paid-in surplus accounts.)

Under the penalty of perjury and as an authorized officer, I declare that this annual report, pursuant to provisions of the Business Corporation Act, has been examined by me and is, to the best of my knowledge and belief, true, correct and complete.

Item 8 Must Be Signed.

8. By: P. Dalamangas, president Title Date: 6-22-21

Please complete reverse side of this report.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Ralph Weiner & Associates 720 Astor Lane  Wheeling IL 60090-6256	<b>CONTACT NAME:</b> Chris Beavers <b>PHONE (A/C, No, Ext):</b> (847) 465-1212 <b>E-MAIL ADDRESS:</b> cbeavers@ralphweiner.com	<b>FAX (A/C, No):</b> (847) 465-1414
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Society	<b>NAIC #</b> 15261
<b>INSURED</b>  E & G Roadhouse 864 Rand Rd  Des Plaines IL 60016	<b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

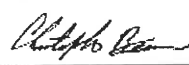
**COVERAGES**      **CERTIFICATE NUMBER:** CL2161514970      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BP16029011	09/08/2020	09/08/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC17019228	09/08/2020	09/08/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Location 864 Rand Rd. Des Plaines, IL. Consumption on the premise.

**CERTIFICATE HOLDER****CANCELLATION**

City of Des Plaines 1420 Minor St  Des Plaines IL 60016	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



Verify that all of your Illinois Business Authorization information is correct.

If not, contact us immediately.

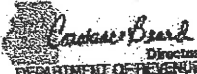
If yes, cut along the dotted line (fits a standard 5 x 7" frame). Your authorization must be visibly displayed at the address listed. *Do not discard* - your Illinois Business Authorization is an important tax document that provides you the authorization to legally do business in Illinois.

**Illinois Business Authorization**

<b>E &amp; G ROAD HOUSE INC</b>	Loc. Code: 016-0015-1-002
<b>DBA: RAND ROAD HOUSE</b>	Des Plaines
	Cook County
<b>864 RAND RD</b>	
<b>DES PLAINES IL 60016-2337</b>	

**Certificate of Registration**

Expiration Date:	Sales and use taxes and fees	(3937-9752)
<b>9/16/2021</b>		

  
 Director  
 DEPARTMENT OF REVENUE  
 Issued Date: **09/16/2016**

10013-50-A (13-10/15)  
H-432-4163



OFFICE OF THE MAYOR

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

MEMORANDUM

Date: July 22, 2021  
To: Honorable Aldermen  
From: Andrew Goczkowski, Local Liquor Commissioner  
Cc: Vickie Baumann, per/Licensing Division  
Subject: Liquor License Request for a New Ownership for an Existing Liquor License

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

2380 River Inc dba Mobil Gas Station  
2380 River Road  
Class M – Gas Station / Retail Sales Beer & Wine Only (off-site consumption only)  
No New Increase

The complete application packet is on file in the Community and Economic Development Department. The required posting will be completed August 6, 2021 and all necessary fees have been secured.

This request will come before you on the Consent Agenda of the City Council meeting of Monday August 16, 2021.

A handwritten signature in blue ink, appearing to read 'Andrew Goczkowski'.

Andrew Goczkowski  
Mayor  
Local Liquor Commissioner

Attachment: Application Packet



LOCAL LIQUOR COMMISSIONER

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

APPLICATION FOR A LIQUOR LICENSE

BUSINESS INFORMATION

Name: 2380 RIVER INC
Address: 2380 S RIVER Rd Des Plaines Zip: 60018
Mailing Address: 2380 S RIVER Rd Dept:
City: Des Plaines St: 12 Zip: 60018
Email: mobilhojan@yahoo.com Phone#: 847-845-5596
Day/Hours of Operations: Monday: 12am 12am Tuesday: 12am 12am Wednesday: 12am 12am
Thursday: 12am 12am Friday: 12am 12am Saturday: 12am 12am Sunday: 12am 12am

CLASSIFICATION

- A TAVERN- seats 250 or less
A1 TAVERN - seats 251 - 500
A2 TAVERN - seats 501 +
AB TAVERN & BULK SALES - seats 250 or less
AB-1 TAVERN & BULK SALES - seats 251 - 500
B BULK SALES - retail only
B-1 BULK SALES -alcohol not primary retail
C CLUB
E RESTAURANT DINING ROOM - over 50
F RESTAURANT - beer only
G BANQUET HALL
H-1 RESTAURANT - beer & wine only
H-2 BULK SALES - beer & wine only
I RELIGIOUS SOCIETY
J SPECIAL 4:00AM - must have class A
K GOVERNMENTAL FACILITY
L WINE ONLY
M GAS STATION - retail only
N CASINO
P COFFEE SHOP

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

Title: Pres / VP / Sect / Treas % of Stock: 100
Name: JOHNSON JAMES
Title: % of Stock:
Name:

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

**ADDITIONAL INFORMATION**

Does the applicant own the property or premises of the business?  NO  YES

If NO, please provide name/address of the property owner and expiration date of the executed lease:

2380 RIVER Real estate INC 7/20/2026

Is any elected City Official, County Commission or County Board member affiliated directly or indirectly with the applicant/business?  NO  YES

If YES, please provide name, position and a detailed description to the particulars:

Has any officer, owner or stockholder of the of the corporation or business obtained a liquor license for another location?  NO  YES

If YES, please provide name, location and disposition/status of each:

810 Roselle INC 810 roselle rd hoffman estate lg.

Has any officer, owner or stockholder of the of the corporation or business had a liquor license revoked for another location?  NO  YES

If YES, please provide name, location and reason for revocation of each:

**AFFIDAVIT**

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

JJ INITIALS

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

JJ INITIALS

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

JJ INITIALS

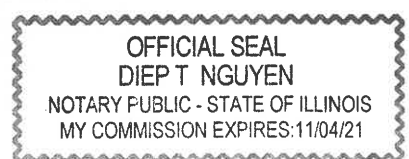
Joh  
Signature of Owner

JOHNSON JAMES  
Print Name

SUBSCRIBED and SWORN to before me this

6th day of July, 2021.

[Signature]  
NOTARY PUBLIC (STAMP SEAL BELOW)





FORM **BCA 2.10**  
**ARTICLES OF INCORPORATION**  
 Business Corporation Act

Filing Fee: \$150

File #: 73335639

Approved By: MAP

**FILED**  
**JUN 25 2021**  
**Jesse White**  
**Secretary of State**

1. Corporate Name: 2380 RIVER, INC.

2. Initial Registered Agent: JOHNSON JAMES  
First Name Middle Initial Last Name

Initial Registered Office: 2380 S RIVER RD  
Number Street Suite No.  
DES PLAINES IL 60018-3215 COOK  
City ZIP Code County

3. Purposes for which the Corporation is Organized:  
 The transaction of any or all lawful businesses for which corporations may be incorporated under the Illinois Business Corporation Act.

4. Authorized Shares, Issued Shares and Consideration Received:

Class	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
COMMON	1000	1000	\$ 1000

**NAME & ADDRESS OF INCORPORATOR**

5. The undersigned incorporator hereby declares, under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated JUNE 25, 2021 2380 S RIVER RD  
Month & Day Year Street  
JOHNSON JAMES DES PLAINES IL 60018  
Name City/Town State ZIP Code



**Verify that all of your Illinois Business Authorization information is correct.**

Verify that the information below correctly represents your business location. In particular, be sure to verify that the information correctly represents whether you are within or outside of a municipality. If you have registered for Sales and Use Tax and the retail sales location listed is incorrect, contact our Local Tax Allocation Division at 217 785-6518.

**Des Plaines  
Cook County**

For all other corrections, contact our Central Registration Division at 217 785-3707.

If all of the information is correct, cut along the dotted line (fits a standard 5" x 7" frame). Your authorization must be visibly displayed at the address listed. **Do not discard the attached Illinois Business Authorization unless the information displayed is incorrect or until it expires.** Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

**Illinois Business Authorization**

OFFICIAL DOCUMENT

**2380 RIVER INC**

Loc. Code: 016-0015-1-001

**2380 S RIVER RD**  
**DES PLAINES IL 60018-3215**

**Des Plaines**  
**Cook County**


Expiration Date:  
**8/1/2022**

**Certificate of Registration**  
Sales and use taxes and fees (4410-0639)

ILLINOIS REVENUE  
*[Signature]*  
Director

OFFICIAL DOCUMENT

Issued Date: **08/01/2021**






## POLICE DEPARTMENT

1420 Miner Street  
Des Plaines, IL 60016  
P: 847.391.5400  
desplaines.org

## MEMORANDUM

Date: July 8, 2021  
To: Michael G. Bartholomew, City Manager  
From: David W. Anderson, Chief of Police   
Subject: Sergeant Promotional Testing and Assessment Center: I.O. Solutions

**Issue:** In 2021, the Police Department's Sergeant's promotion list was exhausted due to several retirements. The authority to create a new list belongs to the Board of Fire and Police Commissioners (BFPC), who under Chapter IV Section 1 of their Rules and Regulations, are required to conduct a written test and Assessment Center for the purpose of rating eligible candidates. The BFPC has historically utilized I.O. Solutions to conduct and administer the test and assessment center.

**Analysis:** Due to staffing changes at the Police Department and Fire Department, invoices for I.O. Solutions began being processed by the Police Department. Invoices for I.O. Solutions conducting the Sergeant promotional list and assessment center were broken into three installments totaling \$33,215.00. While processing these invoices, it was discovered that the BFPC had not followed the City of Des Plaines Purchasing Policy, which requires City Council approval for expenditures over \$20,000.00. In order to avoid late fees, the decision was made to pay I.O. Solutions for services already rendered and then seek council approval after the fact. Moving forward, all City of Des Plaines Purchasing Policies will be followed.

**Recommendation:** The Police Department is requesting City Council to pass Resolution R-120-21. We also recommend BFPC purchasing be managed by the Human Resources Department in order to bring it into compliance with City of Des Plaines purchasing policy.

**Attachments:**

Attachment 1: I.O. Solution's Invoice 1 of 3  
Attachment 2: I.O. Solution's Invoice 2 of 3  
Attachment 3: I.O. Solution's Invoice 3 of 3  
Resolution R-120-21

Industrial/Organizational Solutions, Inc.  
 1520 Kensington Road ; Suite 110  
 Oak Brook IL 60523  
 www.iosolutions.com



## Invoice

BILL TO:	Des Plaines PD, IL 1418 Miner Street Des Plaines, IL 60016
----------	--

DATE 1/15/2021

INVOICE # C49228A

ORDER #	P.O. NO.	REP
Job #3060		AE

ITEM	DESCRIPTION	QTY/HRS	RATE	AMOUNT
Consulting	PD Sergeant Exam & Assessment - 2021 Installment 1 of 3: PD Sergeant Exam & Assessment		8,555.00	8,555.00
			<b>Subtotal</b>	8,555.00

**Payments/Credits** \$0.00

**Total** \$8,555.00

Please remit payment to I/O Solutions, Inc., 1520 Kensington Road, Suite 110 , Oak Brook IL 60523 ; Any questions regarding this invoice, please call (888)784-1290 or email : [accounting@iosolutions.com](mailto:accounting@iosolutions.com)

Industrial/Organizational Solutions, Inc.  
 1520 Kensington Road ; Suite 110  
 Oak Brook IL 60523  
 www.iosolutions.com



## Invoice

BILL TO: Des Plaines PD, IL  
 1418 Miner Street  
 Des Plaines, IL 60016

DATE 4/30/2021

INVOICE # C50024A

ORDER #	P.O. NO.	REP
Job #3060		AE

ITEM	DESCRIPTION	QTY/HRS	RATE	AMOUNT
Consulting	PD Sergeant Exam & Assessment - 2021 Installment 2 of 3: PD Sergeant Exam & Assessment		13,680.00	13,680.00
			<b>Subtotal</b>	\$13,680.00

Payments/Credits \$0.00

**Total** \$13,680.00

Please remit payment to I/O Solutions, Inc., 1520 Kensington Road, Suite 110 , Oak Brook IL 60523 ; Any questions regarding this invoice, please call (888)784-1290 or email : [accounting@iosolutions.com](mailto:accounting@iosolutions.com)



Industrial/Organizational Solutions, Inc.  
 1520 Kensington Road ; Suite 110  
 Oak Brook IL 60523  
 www.iosolutions.com



# Invoice

**RECEIVED**

**JUN 04 2021**

**DES PLAINES POLICE  
 SUPPORT SERVICES DIV.**

DATE 5/31/2021

INVOICE # C50240A

<b>BILL TO:</b>	Des Plaines PD, IL 1418 Miner Street Des Plaines, IL 60016
-----------------	--

<b>ORDER #</b>	<b>P.O. NO.</b>	<b>REP</b>
Job #3060		AE

ITEM	DESCRIPTION	QTY/HRS	RATE	AMOUNT
Consulting	PD Sergeant Exam & Assessment - 2021 Installment 3 of 3: PD Sergeant Exam & Assessment		10,980.00	10,980.00
			<b>Subtotal</b>	\$10,980.00

**Payments/Credits** \$0.00

**Total** \$10,980.00

Please remit payment to I/O Solutions, Inc., 1520 Kensington Road, Suite 110 , Oak Brook IL 60523 ; Any questions regarding this invoice, please call (888)784-1290 or email : [accounting@iosolutions.com](mailto:accounting@iosolutions.com)

**CITY OF DES PLAINES**

**RESOLUTION R-120-21**

**A RESOLUTION APPROVING AND RATIFYING THE  
PROCUREMENT OF POLICE DEPARTMENT PROMOTION  
ASSESSMENT AND TESTING FROM INDUSTRIAL  
ORGANIZATIONAL SOLUTIONS, INC.**

**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**, the Board of Fire and Police Commissioners retained Industrial Organizational Solutions, Inc. ("**Consultant**") to conduct the sergeant assessment and testing promotion process for the Police Department ("**Services**"); and

**WHEREAS**, the Consultant has provided the Services to the City in the past to the City's satisfaction; and

**WHEREAS**, to date, the City has paid \$22,235 to the Consultant for the Services, the total cost of which will not exceed \$33,215; and

**WHEREAS**, the City staff recommends that the City Council approve and ratify the procurement of the Services from Consultant in the not-to-exceed amount of \$33,215; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to approve and ratify the procurement of the Services from Consultant as set forth in this Resolution;

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

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

**SECTION 2: APPROVAL OF EXPENDITURE OF FUNDS.** The City Council hereby approves the procurement of the Services from Consultant in an amount not to exceed \$33,215.

**SECTION 3: RATIFICATION.** The City Council hereby ratifies the procurement of the Services from Consultant in the not to exceed amount of \$33,215.



**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**



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: August 5, 2021

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

From: Jon Duddles, P.E., CFM, Assistant Director of Public Works and Engineering *ADJ*

Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering

Subject: Rand Road Sidepath Project – Railroad Crossing Agreements Expenditure

**Issue:** The City was awarded Illinois Transportation Enhancement Program (ITEP) and Congestion Mitigation Air Quality (CMAQ) funds to construct the Rand Road Sidepath project. The path will be located on the south side of Rand Road (Central Rd to Elk Blvd) and will cross over two sets of railroad tracks. An agreement with each railroad, the Wisconsin Central Railroad and the Union Pacific Railroad, is required. The City entered into these agreements on December 7, 2020 by Resolution R-197-20. However, the railroad crossing construction costs were not included in the resolution.

**Analysis:** These agreements will grant the City rights to construct, maintain and repair a new multi-use path within the railroad right of way at each of these crossings. Each railroad will construct pedestrian gates, lights, and crossing surfaces at their tracks. The City will receive reimbursement through the grants. The cost for each railroad crossing is as follows:

- Union Pacific Railroad: \$138,242 (80% CMAQ/ 20% City Funding)
- Wisconsin Central Railroad: \$286,684 (100% ITEP)

**Recommendation:** We recommend the City be authorized to expend funds in accordance with the agreements in Resolution R-197-20 in the amount of \$138,242 for the Union Pacific Railroad Company and \$286,684 for the Wisconsin Central Ltd. for the construction and maintenance of the Rand Road Sidepath project. The state/federal costs for these agreements will be covered by the Illinois Transportation Enhancement Program grant and the Congestion Mitigation Air Quality grant. Source of City construction cost share of \$27,648.40 will be from Grant Funded Projects Fund and Capital Projects Fund.

**Attachment:**

Attachment 1 - Resolution R-197-20  
Resolution R-132-21

CITY OF DES PLAINES

RESOLUTION R - 197 - 20

**A RESOLUTION APPROVING AGREEMENTS WITH THE WISCONSIN CENTRAL LTD. AND UNION PACIFIC RAILROADS REGARDING THE CONSTRUCTION OF THE RAND ROAD SIDEPATH AT-GRADE RAILROAD CROSSINGS.**

---

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

**WHEREAS**, the City was awarded Illinois Transportation Enhancement Program ("**ITEP**") funds to construct the Rand Road multi-use sidepath ("**Multi-Use Path**") to be a part of the Northwest Municipal Conference Bike and Pedestrian Network, which will be located on the south side of Rand Road from Central Road to Elk Boulevard ("**Project**"); and

**WHEREAS**, as part of the Project, the City will construct a portion of the Multi-Use Path within railroad rights of way ("**Crossing Improvements**") where the Multi-Use Path crosses the Wisconsin Central Railroad ("**WCRR**") and Union Pacific Railroad ("**UPRR**") (collectively, "**Railroads**") at-grade tracks; and

**WHEREAS**, in order to construct the Crossing Improvements within the UPRR right-of-way, the UPRR requires the City to enter into an agreement ("**UPRR Agreement**") granting the City a license to construct the Crossing Improvements in the not to exceed amount of \$30,000 and setting for the parties' respective rights and responsibilities regarding the construction of the Crossing Improvements; and

**WHEREAS**, the WCRR also requires that the City enter into an agreement ("**WCRR Agreement**") setting forth the parties' respective rights and responsibilities regarding the construction of the Crossing Improvements; and

**WHEREAS**, the cost of the Crossing Improvements will be covered by ITEP funds; and

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

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

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

**SECTION 4: APPROVAL OF WCRR AGREEMENT.** The City Council hereby approves the WCRR Agreement with the WCRR in substantially the form attached to this Resolution as **Exhibit B**, and in a final form to be approved by the General Counsel.

**SECTION 5: AUTHORIZATION TO EXECUTE WCRR AGREEMENT.** The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, the final WCRR Agreement with the WCRR.

**SECTION 6: EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this 7<sup>th</sup> day of December, 2020.

APPROVED this 7<sup>th</sup> day of December, 2020.


VOTE: AYES 8 NAYS 0 ABSENT 0




MAYOR

ATTEST:

Approved as to form:

  
CITY CLERK

  
Peter M. Friedman, General Counsel

DP-Resolution Approving License Agreements with WCRR and UPRR for Rand Road Sidepath Project

**PUBLIC AT-GRADE CROSSING**

Rand Rd  
DOT 174106B  
Milwaukee Subdivision, Mile Post 12.57  
Des Plaines, Cook County, Illinois

THIS AGREEMENT ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020 ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 ("Railroad") and the **CITY OF DES PLAINES**, a municipal corporation or political subdivision of the State of Illinois to be addressed at 1420 Miner St., Des Plaines, IL 60016 ("Political Body").

**RECITALS:**

Presently, an at-grade public road crossing exists for Rand Road a/k/a US Highway 12, DOT 174106B, at Railroad's Milepost 12.57 on Railroad's Milwaukee Subdivision, at or near Des Plaines, Cook County, Illinois (the "Existing Crossing").

The Political Body desires to undertake as its project (the "Project") the construction of new multi-use path (the "Path") on the south side of the Existing Crossing, including improvements to the existing warning devices and the installation of new pedestrian gates, in accordance with the Plans (defined below). The portion of the Project, including the Path, warning devices and pedestrian gates, within the Railroad's property is hereinafter referred to as the "Crossing Area." Under this Agreement, the Railroad will be granting rights to the Political Body for the construction, maintenance and repair of the Project within the Crossing Area. The Crossing Area is shown on the print marked **Exhibit A** attached hereto and hereby made a part hereof, and as described in the Detailed Print(s) marked **Exhibit A-1** attached hereto and made a part hereof.

The Railroad and the Political Body are entering into this Agreement to cover the above.

**AGREEMENT:**

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

**Section 1. EXHIBIT B**

The general terms and conditions marked **Exhibit B**, are attached hereto and hereby made a part hereof.

## **Section 2. RAILROAD GRANTS RIGHT**

For and in consideration **THIRTY THOUSAND DOLLARS (\$30,000)** to be paid by the Political Body to the Railroad upon the execution and delivery of this Agreement and in further consideration of the Political Body's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the Political Body the right to construct, maintain and repair the Project, including the Path, over and across the Crossing Area.

## **Section 3. DEFINITION OF CONTRACTOR**

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Political Body to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority, including without limitation any CIC (defined below) hired by the Political Body.

## **Section 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE**

A. Prior to Contractor performing any Project work within the Crossing Area or on any portion of Railroad's property, and any subsequent maintenance or repair work, the Political Body shall require the Contractor to:

(i) execute the Railroad's then current form of Contractor's Right of Entry Agreement ("CROE").

(ii) obtain the then current insurance required in the CROE; and

(iii) provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current CROE is marked **Exhibit D**, attached hereto and hereby made a part hereof. The Political Body confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's CROE and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Senior Manager - Contracts

Union Pacific Railroad Company  
Real Estate Department  
1400 Douglas Street, Mail Stop 1690  
Omaha, NE 68179-1690  
UP File Folder No. 2291-93

D. If the Political Body's own employees will be performing any of the Project work, the Political Body may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

**Section 5. FEDERAL AID POLICY GUIDE**

If the Political Body will be receiving any federal funding for the Project, the applicable rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B as of the Effective Date are incorporated into this Agreement by reference.

**Section 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD**

The Political Body agrees that no Project costs and expenses are to be borne by the Railroad, including without limitation any cost and expense for work performed by Contractor and/or any CIC. In addition, the Railroad is not required to contribute any funding for the Project.

**Section 7. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO POLITICAL BODY; POLITICAL BODY'S PAYMENT OF BILLS**

A. The work to be performed by the Railroad, at the Political Body's sole cost and expense, is described in the Railroad's Signal Material and Force Account Estimate dated October 3, 2018, and Surface Material and Force Account Estimate dated May 31, 2019, both marked **Exhibit C**, attached hereto and hereby made a part hereof (the "Estimate"). As set forth in the Estimates, the Railroad's estimated cost for the Railroad's signal work associated with the Project is Eighty Nine Thousand Two Hundred Ninety Eight Dollars (\$89,298.00) and surface work associated with the Project is Forty Eight Thousand Nine Hundred Twenty Four Dollars (\$48,924.00).

B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.

C. Railroad, in its sole and absolute discretion, shall determine whether a flagman or other special protective or safety measures are required in connection with the Project (any of the foregoing, collectively "Flagging Services"). For purposes of clarity, Railroad and Political Body each acknowledge that Railroad may contract a CIC for the performance of any Flagging Services that are part of Railroad's work (as



provided in Section 4 of Exhibit B) or, alternatively, that the Political Body may hire a CIC as a Contractor to perform Flagging Services, subject to Section 6.C of Exhibit B and any and all other applicable terms and conditions set forth in this Agreement. If any Flagging Services are to be performed in connection with the Project, then, after consultation with the Political Body, Railroad shall determine, in Railroad's sole and absolute discretion, whether Railroad or the CIC will bill the Political Body or, alternatively, the Contractor directly, for the costs of such Flagging Services. If Railroad determines the Contractor will be billed directly pursuant to the foregoing sentence, Political Body agrees that it will pay the Railroad or the CIC, as applicable, on demand for any such costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing. The Political Body acknowledges that whether or not the Estimate includes costs for Flagging Services performed by Railroad or a CIC, as applicable, such costs shall be at no expense to Railroad.

D. The Railroad shall send progressive billing to the Political Body during the Project and final billing to the Political Body within one hundred eighty (180) days after receiving written notice from the Political Body that all Project work affecting the Railroad's property has been completed.

E. The Political Body agrees to reimburse the Railroad within forty-five (45) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including specifically all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement) and the costs listed on the Railroad's Estimate, which includes preparation of the plans as set forth in Section 8.A of this Agreement, construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

## **Section 8. PLANS**

A. The Political Body, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project within the Crossing Area and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all road layout specifications, cross sections and elevations, associated drainage, and other appurtenances. The Railroad, at the Political Body's expense, shall prepare or cause to be prepared, the detailed plans and specifications for the portion of the Project located between the track tie ends. Railroad shall provide to the Political Body such plans and specifications to be included in the Plans.

B. The final one hundred percent (100%) completed plans for the Project within the Crossing Area that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, designed in accordance



with this Agreement and the order of the Illinois Commerce Commission, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans for work performed in the Crossing Area shall be made unless the Railroad has consented to such changes in writing.

D. The Railroad's review and approval of the Plans in no way relieves the Political Body or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranties as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the Political Body or Contractor on the Plans is at the risk of the Political Body and Contractor.

**Section 9. NON-RAILROAD IMPROVEMENTS**

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") affected by the Project, if any, including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of any submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and Political Body mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B, (ii) deem the Non Railroad Facilities part of the Project, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

**Section 10. EFFECTIVE DATE; TERM; TERMINATION**

A. This Agreement is effective as of the Effective Date and shall continue in full force and effect for as long as the Path remains on the Railroad's property.

B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within eighteen(18) months from the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, the Political Body shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

#### **Section 11. CONDITIONS TO BE MET BEFORE POLITICAL BODY CAN COMMENCE WORK**

Neither the Political Body nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- (i) The Railroad and the Political Body have executed this Agreement.
- (ii) The Railroad has provided to the Political Body the Railroad's written approval of the Plans.
- (iii) The Political Body has required each Contractor to (a) execute Railroad's CROE and obtain and/or provide to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the CROE; (b) provide the advance notice(s) required under the CROE to the Railroad representative(s) named in the CROE; and (c) participate in a preconstruction meeting to coordinate work activities with Railroad if any work to be provided by the Contractor will involve flagging protection and/or if there is separate work to be performed by the Railroad for the Project.

#### **Section 12. FUTURE PROJECTS**

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Path within the Crossing Area shall not commence until Railroad and Political Body agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

#### **Section 13. ASSIGNMENT; SUCCESSORS AND ASSIGNS**

A. Political Body shall not assign this Agreement without the prior written consent of Railroad.

B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Political Body.

**Section 14. FEDERAL FUNDING**

If the Political Body will be receiving any federal funds for the Project, the Political Body agrees that it is solely responsible for performing and completing all reporting requirements in connection with the Project and receipt of such funding and that the Railroad shall not have any responsibility in connection with the same. The Political Body also confirms and acknowledges that (A) the Railroad shall provide to the Political Body the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (B) such standard and customary billing and documentation from the Railroad provides the information needed by the Political Body to perform and complete any such reporting requirements in connection with any federal funding. The Railroad confirms that the Political Body shall have the right to audit the Railroad's billing and documentation for the Project as provided in **Exhibit B** of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

**UNION PACIFIC RAILROAD COMPANY**  
*(Federal Tax ID #94-6001323)*

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF DES PLAINES**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A  
TO  
PUBLIC AT GRADE CROSSING AGREEMENT**

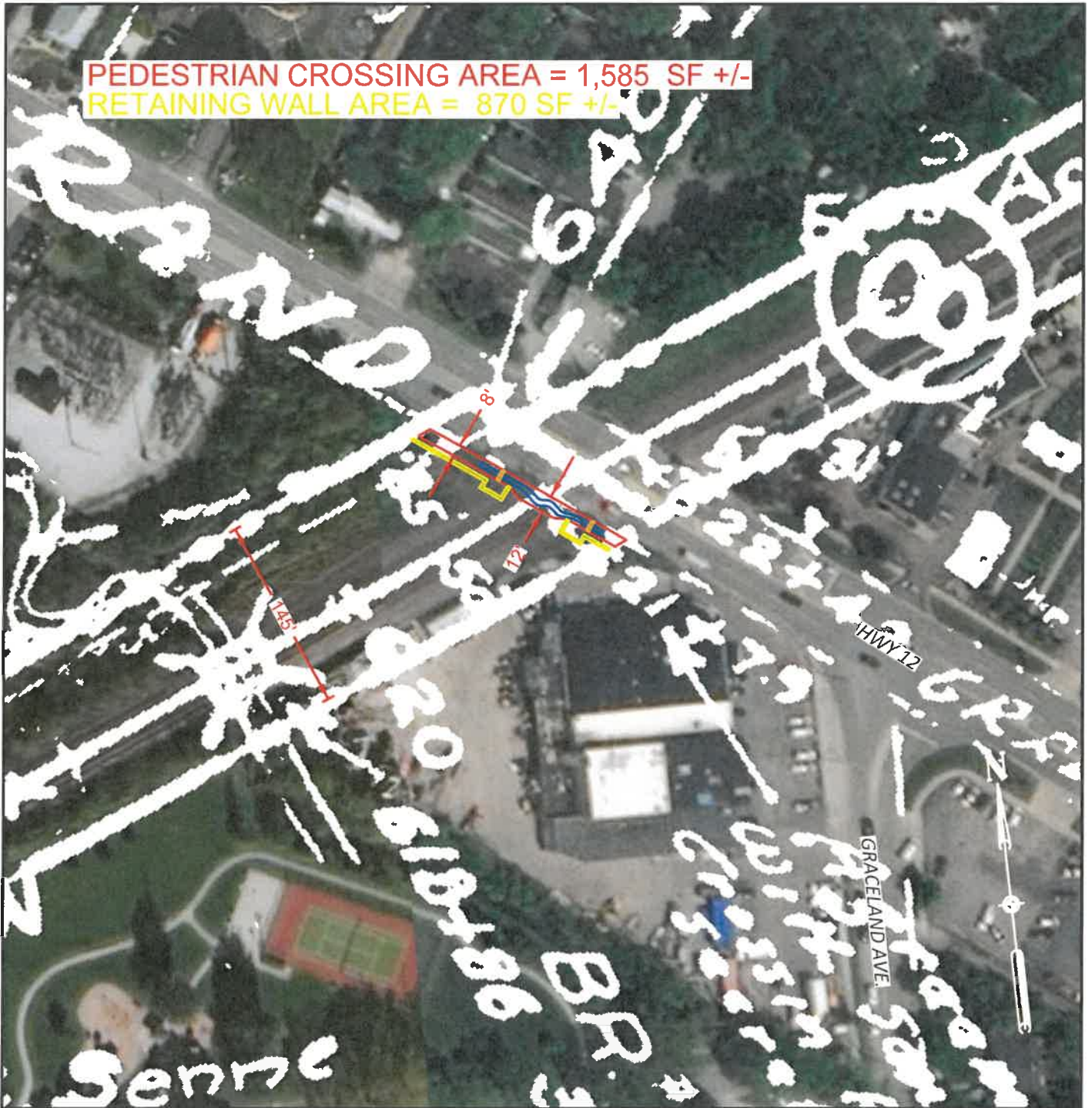
**Exhibit A** will be a print showing the Crossing Area

{00114897.1}






1



PEDESTRIAN CROSSING AREA = 1,585 SF +/-  
 RETAINING WALL AREA = 870 SF +/-



**LEGEND:**

- PEDESTRIAN PATH..... 
- BIKE PATH..... 
- RETAINING WALL..... 
- DETECTABLE WARNING SURFACE 
- UPRRCO. R/W OUTLINED..... 

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

DES PLAINES, COOK COUNTY, IL

M.P. 12.57 - MILWAUKEE SUB.

MAP CNW IL V-19 / 4

SCALE: 1" = 100'

OFFICE OF REAL ESTATE

OMAHA, NEBRASKA DATE: 4/12/2019

RRM FILE: 02291-93

CADD FILENAME	0229193.DGN
SCAN FILENAME	0229193_IL190004.iTIFF

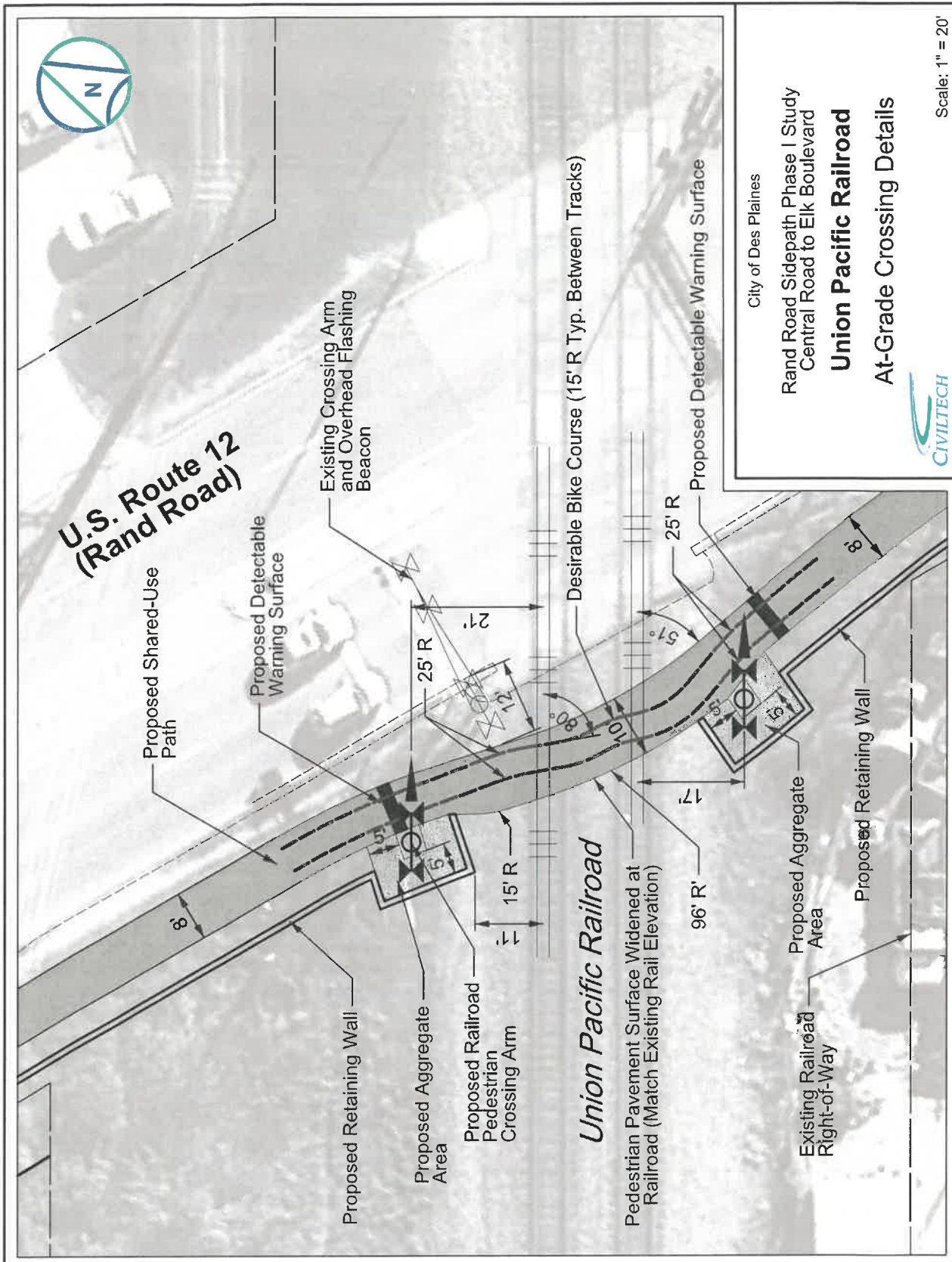
**EXHIBIT A-1  
TO  
PUBLIC AT GRADE CROSSING AGREEMENT**

**Exhibit A-1** will be Detailed Print(s) showing the Crossing Area





# U.S. Route 12 (Rand Road)



City of Des Plaines  
Rand Road Sidewalk Phase I Study  
Central Road to Elk Boulevard  
**Union Pacific Railroad**  
At-Grade Crossing Details



Scale: 1" = 20'

**EXHIBIT B  
TO  
PUBLIC AT GRADE CROSSING AGREEMENT**

**SECTION 1. CONDITIONS AND COVENANTS**

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Political Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Political Body shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the Political Body for the purpose of conveying electric power or communications incidental to the Political Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Political Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes. In the event the Railroad shall place additional tracks upon the Crossing Area, the Political Body shall, at its sole cost and expense, modify the Path to conform with all tracks within the Crossing Area.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Political Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Political Body at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; and the right to cross the Crossing Area with all kinds of equipment.

E. So far as it lawfully may do so, the Political Body will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.

F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Path and its appurtenances, or for the

performance of any work in connection with the Project, the Political Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

## **SECTION 2. CONSTRUCTION OF PROJECT**

A. The Political Body, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the Political Body, at its expense, will furnish all necessary labor, material and equipment to construct and complete the Path and portion of the Project within the Crossing Area, with the exception of the portion between the track tie ends, installation of the pedestrian gate and any associated signal work, which shall be constructed and performed by the Railroad, at the Political Body's expense. The appurtenances shall include, without limitation, all necessary and proper highway warning devices (except those installed by the Railroad within its right of way) and all necessary drainage facilities, guard rails or barriers, and right of way fences between the Path and the railroad tracks. Upon completion of the Project, the Political Body shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All construction work of the Political Body upon the Railroad's property (including, but not limited to, construction of the Path and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, and other guidelines furnished by the Railroad.

D. All construction work of the Political Body within the Crossing Area shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Political Body. The Political Body hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the State and/or the Contractor.

## **SECTION 3. INJURY AND DAMAGE TO PROPERTY**

If the Political Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Political Body is responsible under the provisions of this Agreement, shall injure, damage or destroy any

property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Political Body at the Political Body's own expense, or by the Railroad at the expense of the Political Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

#### **SECTION 4. RAILROAD MAY USE CONTRACTORS TO PERFORM WORK**

The Railroad may contract for the performance of any of its work by other than the Railroad forces. The Railroad shall notify the Political Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Political Body shall reimburse the Railroad for the amount of the contract.

#### **SECTION 5. MAINTENANCE AND REPAIRS**

A. The Political Body shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Crossing Area and Path, except for the pedestrian gates and the portion of crossing surface between the track tie ends, which shall be maintained by and at the expense of the Railroad. The Political Body, at its expense, shall be responsible for any and all future repair costs associated with damage or vandalism to the pedestrian gates, and for any and all maintenance and repair costs for all portions of its overall project which may be outside of the Crossing Area, including but not limited to retaining wall(s) and any and all appurtenances thereto.

B. If, in the future, the Political Body elects to have the surfacing material between the track tie ends, or between tracks if there is more than one railroad track across the Crossing Area, replaced with paving or some surfacing material other than timber planking, the Railroad, at the Political Body's expense, shall install such replacement surfacing, and in the future, to the extent repair or replacement of the surfacing is necessitated by repair or rehabilitation of the Railroad's tracks through the Crossing Area, the Political Body shall bear the expense of such repairs or replacement.

#### **SECTION 6. CHANGES IN GRADE**

If at any time the Railroad shall elect, or be required by competent authority to, raise or lower the grade of all or any portion of the track(s) located within the Crossing Area, the Political Body shall, at its own expense, conform the Path to conform with the change of grade of the trackage.

#### **SECTION 7. REARRANGEMENT OF WARNING DEVICES**

If the change or rearrangement of any warning device installed hereunder is necessitated for public or Railroad convenience or on account of improvements for either the Railroad, highway or both, the parties will apportion the expense incidental thereto between themselves by negotiation, agreement or by the order of a competent



authority before the change or rearrangement is undertaken.

## **SECTION 8. SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS**

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Political Body that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions.** All references in this Agreement to the Political Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Political Body shall include work both within and outside of the Railroad's property.

B. **Entry on to Railroad's Property by Political Body.** If the Political Body's employees need to enter Railroad's property in order to perform an inspection of the Path, minor maintenance or other activities, the Political Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Political Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Political Body's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Political Body's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging.**

(i) If the Political Body's employees need to enter Railroad's property as provided in Paragraph B above, the Political Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Political Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform Political Body whether a flagman need be present and whether Political Body needs to implement any special protective or safety measures.

(ii) The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Political Body shall pay on the basis of the new rates and charges. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Political Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Political Body must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Political Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

(iii) Political Body or its Contractor shall be permitted to hire a private contractor (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) to perform Flagging Services in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to receiving prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Political Body or its Contractor to utilize a CIC pursuant to the preceding sentence, the Political Body or its Contractor, as applicable, shall be required to obtain Railroad's prior written approval for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the Flagging Services to be performed by the approved CIC; and (iii) any other terms and conditions governing the Flagging Services to be provided by the CIC. Railroad reserves the right



to rescind any approval pursuant to this section, in whole or in part, at any time, as determined in Railroad's sole and absolute discretion,

(iv) If any flagging or other special protective or safety measures are performed by Railroad and/or a CIC, Political Body agrees that Political Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

D. **Compliance With Laws.** The Political Body shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Political Body shall use only such methods as are consistent with safety, both as concerns the Political Body, the Political Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Political Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Political Body to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Political Body shall reimburse, and to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Political Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays.** The Political Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities; provided, however, that the Railroad and Political Body may agree to scheduled delays or obstructions for the purposes of constructing, repair, or maintaining the Project, including, without limitation the Path.

F. **Supervision.** The Political Body, at its own expense, shall adequately police and supervise all work to be performed by the Political Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Political Body for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Political Body with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the Political Body will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work.** If at any time the Political Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Political Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Political Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris.** The Political Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Political Body at the Political Body's own expense or by the Railroad at the expense of the Political Body. The Political Body shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives.** The Political Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation.** The Political Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Political Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Political Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Political Body in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering - Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage.** The Political Body, at the Political Body's own expense, shall provide and maintain suitable facilities for draining the Path and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Political Body, at the Political Body's own expense, shall provide

adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Political Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Political Body shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice.** Before commencing any work, the Political Body shall provide the advance notice that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables.** Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Political Body. If it is, Political Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

## **SECTION 9. INTERIM WARNING DEVICES**

If at anytime it is determined by a competent authority, by the Political Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Political Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the public using the Path until the new or improved devices have been installed.

## **SECTION 10. OTHER RAILROADS**

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

## **SECTION 11. BOOKS AND RECORDS**

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of Political Body for a period of three (3) years following the date of Railroad's last billing sent to Political Body.

## **SECTION 12. REMEDIES FOR BREACH OR NONUSE**

A. If the Political Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Path and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Political Body will reimburse the Railroad for the expenses thereof.

B. Nonuse by the Political Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Political Body hereunder.

C. The Political Body will surrender peaceable possession of the Crossing Area and Path upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

## **SECTION 13. MODIFICATION - ENTIRE AGREEMENT**

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Political Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Political Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Political Body and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

**EXHIBIT C**  
**TO**  
**PUBLIC AT GRADE CROSSING AGREEMENT**

**Exhibit C** (if applicable) will be Railroad's Material and Force Agreement Estimate.

{00114897.1}

## Material And Force Account Estimate CITY OF DES PLAINES

Estimate Creation Date: 10/03/2018    Number: 119263    Version: 1

Estimate Good Until 07/03/19

Location: MILWAUKEE SUB, NO 1, 12-17.49

Buy America: Yes

Description of Work: DES PLAINES, IL RAND ROAD MP 12.55 MILWAUKEE SUBDIVISION DOT#174106B  
WO#46038 PID#108579 100% RECOLLECTABLE

COMMENTS	Description	QTY	UOM	Unit Cost	LABOR	MATERIAL	TOTAL	UP 00%	Agncy 100%
<b>SIGNAL</b>									
PED NO FLASHERS	Xing - Add Gates Existing Location (pair)	1	EA	44,362.00	20,000	24,362	44,362	0	44,362
	Xing - Engineering Design	1	LS	2,214.00	2,214	0	2,214	0	2,214
	Xing - Fill/Rock/Gravel	1	LS	11,000.00	0	11,000	11,000	0	11,000
	Xing - Labor Additive	1	LS	25,722.00	25,722	0	25,722	0	25,722
	Xing - Boring	1	LS	6,000.00	0	6,000	6,000	0	6,000
	<b>Sub-Total =</b>				<b>47,936</b>	<b>41,362</b>	<b>89,298</b>	<b>0</b>	<b>89,298</b>

**Totals =      47,936      41,362      89,298      0      89,298**

**Grand Total =                      \$89,298**

Please Note: The above figures are estimates only and are subject to fluctuation. In the event of an increase or decrease in the cost or amount of material or labor required, CITY OF DES PLAINES will pay actual construction costs at the current rates effective thereof.



# Material And Force Account Estimate

## CITY / STATE / FED

Estimate Number: 122883    Version: 1

Standard Rates:    Labor Additive = 158.82%

Estimate Good Until 11/30/19

**Location:** MILWAUKEE SUB, NO 1, 12.56-12.58  
**Description of Work:** DES PLAINES, IL / RAND ROAD  
 DOT#174106B-3 / MILWAUKEE SUB MP 12.57  
**INSTALL 16' OF NEW CONCRETE RDX PANELS ON #1 & #2 TRACK TO ACCOMMODATE NEW PEDESTRIAN RDX**

**Prepared For:**  
**Buy America: No**

COMMENTS	FACILITY	Description	QTY	UOM	UCST	LABOR	MATERIAL	TOTAL	UP %0	Agcy %100
<b>ENGINEERING</b>										
		Engineering	1	LS	5,397.30	5,397	0	5,397	0	5,397
		Bill Prep Fee - Track Surface RECOLLECT	1	LS	900.00	0	900	900	0	900
		HomeLine Freight - Track Surface RECOLLECT	1	LS	900.00	0	900	900	0	900
		Foreign Line Freight - Track Surface RECOLLECT	1	LS	553.46	0	553	553	0	553
			Sub-Total =		5,397	2,353	7,751	0	0	7,751
<b>TRACK CONSTRUCTION - COMPANY</b>										
	RDXING	RDXING 136# CON10W/10' LOOSE PAN TIES	32	TF	783.95	12,225	12,861	25,086	0	25,086
	BALAST	BALAST CL1	2	CL	1,293.32	355	2,232	2,587	0	2,587
			Sub-Total =		12,560	15,093	27,673	0	0	27,673
<b>SITE WORK - CONTRACT</b>										
		Asphalt: Hot Mix	1	TN	2,000.00	0	2,000	2,000	0	2,000
		Traffic Control - Detour Signs & Coordination	1	LS	10,000.00	0	10,000	10,000	0	10,000
			Sub-Total =		0	12,000	12,000	0	0	12,000
<b>SIGNAL - COMPANY</b>										
		Signal: Xing Signals	1	LS	1,500.00	1,500	0	1,500	0	1,500
			Sub-Total =		1,500	0	1,500	0	0	1,500
			Totals =		19,477	29,446	48,924	0	0	48,924

**Grand Total =** **\$48,924**

**Total Wgt. in Tons = 327**

Please Note: The above figures are estimates only and are subject to fluctuation. In the event of an increase or decrease in the cost or amount of material or labor required, will pay actual construction costs at the current rates effective thereof.

**EXHIBIT D**  
**TO**  
**PUBLIC AT-GRADE CROSSING AGREEMENT**

**Exhibit D** will be Current Form of Contractor's Right of Entry Agreement

{00114897.1}

## **CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020,  
by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and  
\_\_\_\_\_, a \_\_\_\_\_ corporation ("Contractor").

### **RECITALS:**

Contractor has been hired by the City of Des Plaines ("City") to improve the existing Rand Rd., at-grade public road crossing, DOT 174106B, including the construction of a new 8' Pedestrian and Bike Path on the south side of the road crossing with 2 Emergency Exist Areas on the north easterly and south easterly sides of the road crossing with a Retaining Wall running, and the installation of Detectable Warning Surface, at Railroad's Milepost 12.57 on Railroad's Milwaukee Sub., at or near Des Plaines, Cook County, Illinois, as such locations are in the general location shown on the prints marked **Exhibit A**, attached hereto and hereby made a part hereof, which work is the subject of an agreement dated \_\_\_\_\_, 2019 between Railroad and the County.

Railroad is willing to permit Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this agreement

### **AGREEMENT:**

**NOW, THEREFORE**, it is mutually agreed by and between Railroad and Contractor, as follows:

#### **ARTICLE 1 - DEFINITION OF CONTRACTOR.**

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

#### **ARTICLE 2 - RIGHT GRANTED; PURPOSE.**

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

#### **ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C AND D.**

The terms and conditions contained in **Exhibit B**, **Exhibit C** and **Exhibit D**, attached hereto, are hereby made a part of this agreement.

#### **ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.**

A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

Fabian Graumann  
Manager Track Mntnc.  
708/649-2532  
fgrauma@up.com

C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

**ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.**

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all work on Railroad's property.

**ARTICLE 6 - TERM; TERMINATION.**

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until \_\_\_\_\_, unless sooner terminated as herein provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

**ARTICLE 7 - CERTIFICATE OF INSURANCE.**

A. Before commencing any work, contractor will provide Railroad with the (i) insurance binders, policies, certificates and endorsements set forth in **Exhibit C** of this agreement, and (ii) the insurance endorsements obtained by each subcontractor as required under Section 12 of **Exhibit B** of this agreement.

B. All insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company  
1400 Douglas STOP 1690  
Omaha, NE 68179  
Folder 2291-93

**ARTICLE 8 - PRECONSTRUCTION MEETING.**

If the work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.)

**ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE.**

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

**ARTICLE 10. ADMINISTRATIVE FEE.**

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad (\$1025.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

**ARTICLE 11. CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.**

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

**ARTICLE 12.- EXPLOSIVES.**

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**

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

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

\_\_\_\_\_  
(Name of Contractor)

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

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

**EXHIBIT A**  
**TO**  
**CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

Exhibit A will be a print showing the general location of the work site.



**EXHIBIT B**  
**TO**  
**CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

**Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.**

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least thirty (30) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work.

Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

**Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED**

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

**Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.**

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

**Section 4. LIENS.**

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

**Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is,

Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

**B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.**

**Section 6. PERMITS - COMPLIANCE WITH LAWS.**

In the prosecution of the work covered by this agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

**Section 7. SAFETY.**

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

**Section 8. INDEMNITY.**

**A. TO THE EXTENT NOT PROHIBITED BY APPLICABLE STATUTE, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND**

COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8. CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.

D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.

E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.

**Section 9. RESTORATION OF PROPERTY.**

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

**Section 10. WAIVER OF DEFAULT.**

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

**Section 11. MODIFICATION - ENTIRE AGREEMENT.**

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

**Section 12. ASSIGNMENT - SUBCONTRACTING.**

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor



commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

**EXHIBIT C**  
**TO**  
**CONTRACTOR'S**  
**RIGHT OF ENTRY AGREEMENT**

**Union Pacific Railroad Company**  
**Insurance Provisions For**  
**Contractor's Right of Entry Agreement**

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

- A. Commercial General Liability insurance.** Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. Business Automobile Coverage insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. Workers' Compensation and Employers' Liability insurance.** Coverage must include but not be limited to:
- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
  - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

- D. Railroad Protective Liability insurance.** Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.



- E. **Umbrella or Excess** insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.
- F. **Pollution Liability** insurance. Pollution liability coverage must be included when the scope of the work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

#### **Other Requirements**

- G. All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. **BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.**
- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.
- I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where prohibited by law. This waiver must be stated on the certificate of insurance.
- J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.
- K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.
- L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

**EXHIBIT D**  
**TO**  
**CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

**MINIMUM SAFETY REQUIREMENTS**

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.

**I. Clothing**

- A. All employees of Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Contractor's employees must wear:

- (i) Waist-length shirts with sleeves.
  - (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
  - (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.
- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.
- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

**II. Personal Protective Equipment**

Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
  - 100 feet of a locomotive or roadway/work equipment
  - 15 feet of power operated tools
  - 150 feet of jet blowers or pile drivers
  - 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
  -
- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

### III. On Track Safety

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized workwear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

### IV. Equipment

- A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
  - Familiar and comply with Railroad's rules on lockout/tagout of equipment.
  - Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
  - Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

### V. General Safety Requirements

- A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:

- (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
  - (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
  - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
  - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
  - (v) Before stepping over or crossing tracks, look in both directions first.
  - (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.

**LICENSE FOR  
Sidewalks/Pathways on the South Side of Rand Road, Des Plaines, Illinois  
at AAR/DOT #689677V**

THIS AGREEMENT, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2019, by and among the WISCONSIN CENTRAL LTD.(hereinafter referred to as "Railroad") whose mailing address is 17641 S. Ashland Avenue, Homewood, Illinois 60430-1345, the CITY OF DES PLAINES, Illinois, an Illinois body corporate and politic, acting by and through its Board ("City") whose mailing address is xxxx. xxxxxxxx, xxxxxx, xxx xxxxxx.

W I T N E S S E T H:

IN CONSIDERATION of the mutual covenants and agreements herein set forth, Railroad, insofar as it lawfully may, does hereby grant unto the City a right or license to construct, maintain and use a Sidewalk/Pathway Crossing that varies from 8 to 12 feet in width, upon, over and across the property or right-of-way of the Railroad for the sidewalk crossing on the south side of Rand Road (including the track located thereon) at railroad milepost of approximately MP 24.05 on Waukesha Subdivision as shown on Print A, attached hereto and made a part hereof,

UPON AND SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. DEFINITIONS.

(a) Railroad's Property. "Railroad's Property" shall mean the property shown on the attached print, to the extent owned by Railroad, whether owned in full ownership or as a servitude, easement, or right-of-way, including Railroad's track, the land on which the track is situated, and any adjacent land of Railroad on either side of the track.

(b) License. "License" shall mean the right granted by Railroad to the City to construct and maintain and use a Sidewalk/Pathway, under the terms and conditions set forth hereinafter.

(c) License Area. "License Area" shall mean that portion of Railroad's Property over and across which the License is granted. The License Area extends from one edge of the Railroad's Property across the track to the opposite edge of the Railroad's Property and measures a distance of approximately ten (10) feet in width on either side of the center line of the Sidewalk/Pathway, all as more fully shown on the attached Print A.

(d) Sidewalk/Pathway. "Sidewalk/Pathway" shall mean the sidewalk/pathway approaches on either side of the Crossing Proper within the License Area including that portion between tracks where multiple tracks exist.

(e) Crossing Proper. "Crossing Proper" shall mean that portion of the License Area encompassing an area from end-of-tie to end-of-tie of an individual set of tracks.

(f) City's Property. "City's Property" shall mean the property of the City to and from which the License provides ingress and egress for the City's benefit and use.

(g) Cost. "Cost" shall mean the actual cost of labor, equipment and materials plus Railroad's then current customary additives for overhead and other indirect costs necessary to complete the work performed by the Railroad as set forth in Section 4 of this Agreement.

## 2. USE.

(a) The License shall only affect and burden the License Area and no other portion of Railroad's Property, and the Sidewalk/Pathway and Crossing Proper shall be constructed, located, and maintained entirely within the License Area. The City shall have no right to use or cross any other portion of Railroad's Property or to use the Sidewalk/Pathway and Crossing Proper for any purposes other than as expressly permitted herein, and the City, as a further consideration, cause, and condition without which this License would not have been granted, agree to restrict its and the public's use to those purposes and then only to said location and no other for crossing the Railroad's Property, including the track.

(b) The City shall not do or permit to be done any act which will in any manner interfere with, limit, restrict, obstruct, damage, interrupt, or endanger Railroad's operations or facilities; provided, however, that the City and Railroad may agree on scheduled limits, restrictions, obstructions or interrupts required for construction and/or maintenance of the Sidewalk/Pathway.

(c) Vehicles prohibited from multi-use trails shall not be used on the Sidewalk/Pathway.

## 3. TERM.

(a) This License shall become effective as of the date first written above and shall continue in effect thereafter until terminated in one of the manners set forth below:



(i) Any party may at any time give the other parties written notice of termination specifying the date on which termination shall be effective, provided that such notice shall be delivered at least sixty (60) days in advance of the proposed date of termination. It is hereby agreed and understood that Railroad will not exercise its right herein to terminate this Agreement in the absence of any failure by the City to comply with the terms and conditions of this Agreement. In the event that the City fails or refuses to comply with any of the terms or conditions of this Agreement, Railroad shall notify City in writing of the default and the City shall have sixty (60) days to correct said default. If after the said sixty (60) days the City still fails or refuses to cure said default, Railroad shall then have the right to terminate this Agreement at once;

(ii) This License shall terminate through non-use or in any other manner provided by law. For the purposes of this Subsection (ii), "non-use" will occur upon City notifying the Railroad in writing that the City intends to abandon the Sidewalk/Pathway.

(b) Unless the parties mutually agree in writing to leave the Sidewalk/Pathway and Crossing Proper in place after termination, the termination of this Agreement shall not be effective until all removal and restoration is complete. Termination of this Agreement shall not release the City and/or the Railroad from any liability or responsibility and duty which accrued prior to such termination, removal and restoration.

4. CONSTRUCTION. The construction of the Sidewalk/Pathway, including installing asphalt between between multiple tracks where multiple tracks exist, including the necessary grading, culverts and drainage on each side of the Railroad's track, shall be performed by the City at its own risk and expense, and to the satisfaction of the Railroad's authorized representative. Any contractor working on the Railroad property would be required to enter into the standard Railroad Right of Entry Agreement. The Railroad will install the Crossing Proper over its track(s), from end-of-tie to end-of-tie, and install the track ties and rubber surface. The Railroad will also install flashing signals and lights and pedestrian gates, and make all adjustments required in Railroad facilities, if any, at City's sole expense.

5. NOTIFICATION OF OTHER PARTY.

(a) At least ten (10) days prior to entering upon the Sidewalk/Pathway for the purpose of performing any construction or maintenance work hereunder, the City shall notify Railroad's Senior Engineering Manager in writing of the type of work to be performed and the date such work will commence. The notice shall be sent to the following address:

Senior Engineering Manager  
WISCONSIN CENTRAL LTD.  
17641 South Ashland Avenue  
Homewood, IL 60430

6. SIGHTING AT CROSSING. THE CITY SHALL KEEP EACH QUADRANT OF THE INTERSECTION OF THE SIDEWALK/PATHWAY WITH RAILROAD'S TRACK WITHIN THE LICENSE AREA FREE OF BUSHES, TREES, WEEDS, VEGETATION, AND ALL OTHER OBSTRUCTIONS OF ANY KIND THAT COULD INTERFERE WITH A PERSON SIGHTING AN APPROACHING TRAIN.

7. RAISING WIRE LINES. If it should be necessary during construction to raise any wires on Railroad's property not belonging to Railroad to provide safe clearance for vehicles, the City shall make all arrangements therefor at its own sole risk and expense.

8. MAINTENANCE. The City shall, at its own risk and expense, maintain said Sidewalk/Pathway in good and safe condition commensurate with its intended use. The Railroad shall be responsible for the routine maintenance costs associated with the pedestrian gates, lights, and the crossing surfaces. The City shall be responsible for all repair costs associated with any damage or vandalism to the pedestrian gates and lights.

9. CROSSING TO BE KEPT FREE OF DEBRIS. The City shall, to the extent reasonably possible, at all times during the term of this Agreement, keep the Railroad's track at the intersection of the Sidewalk/Pathway and Crossing Proper and within the License Area free of dirt, rocks, snow, ice or other debris or obstructions of any kind, and will not permit any condition which might interfere with the safe and efficient operation of trains over the Crossing Proper, or which might damage equipment or facilities belonging to Railroad or others, or which might constitute a safety hazard of any kind. If at any time the City shall fail to do so, Railroad may, at its option, remove any dirt, rocks, debris or obstructions, and the City will reimburse Railroad the cost thereof pursuant to those terms and conditions set forth in Paragraph 17 hereof. If the continued or repeated presence of dirt, rocks, debris or obstructions should, in the opinion of Railroad, create an operating hazard, Railroad may keep a flagman on duty at the City's expense until such condition is corrected in a manner reasonably satisfactory to Railroad, or at its option may immediately terminate this Agreement.

10. TEMPORARY GATES AND FLAGGING. (a) During construction: The City shall, at its own risk and expense, install and maintain any temporary gate or other barrier which Railroad indicates is reasonably necessary and shall keep the

gates closed until the Sidewalk/Pathway is open for public use. Railroad shall, at the City's risk and expense, provide whatever flag protection Railroad shall indicate is necessary, and the City shall pay the cost thereof upon receipt of a bill. It is further understood and acknowledged by the City that Railroad has no obligation or duty to determine the need for any gate or other barrier or the need for flag protection. (b) After construction maintenance activities: The City shall, at its own risk and expense, install and maintain any temporary gate or other barrier which Railroad indicates is reasonably necessary during the City's maintenance of the Sidewalk/Pathway to protect the public. Railroad shall, at the City's risk and expense, provide whatever flag protection Railroad shall indicate is necessary, and the City shall reimburse the Railroad the cost thereof pursuant to those terms and conditions set forth in Paragraph 18 hereof. It is further understood and acknowledged by the City that Railroad has no obligation or duty to determine the need for any gate or other barrier or the need for flag protection.

#### 11. SIGNS, SIGNALS AND WARNING DEVICES.

(a) The City acknowledges that Railroad has no obligation or duty to give audible warning of the approach of a train, nor erect whistle posts, nor reduce the speed of its trains, nor alter its operations in any manner, owing to the presence or existence of the Sidewalk/Pathway and crossing proper or other use or exercise of the right or license granted herein. The Illinois Commerce Commission entered an order in Docket Number T18-0098 requiring that, in conjunction with the installation of the Sidewalk/Pathway, existing warning devices should be upgraded to include pedestrian gates. The Illinois Commerce Commission will determine if any additional signs, signals or other warning devices are necessary or appropriate for the safety of persons using the License Area and specifically acknowledges that Railroad has no obligation or duty whatever to make any such determination. If the installation of any signs, signals or warning devices on the License Area is presently or hereafter required by law or by competent public authority, or is otherwise requested by the City, same shall conform to any then currently applicable practices of the Railroad for such devices as to design, material and workmanship and all costs incurred by the Railroad related to the installation and upgrading thereof shall be solely borne by the City.

(b) The Crossing Proper and the Sidewalk/Pathway shall be subject to the terms and conditions set forth in that certain Agreed Order, based upon the draft License Agreement, and prepared by the Illinois Commerce Commission relative to case number T18-0097, marked Group Exhibit B, and such additional orders as may be entered by the Illinois Commerce Commission relative to this Project, and understood by the parties to be part of this Agreement.

12. INDEMNITY. As a further consideration for the License herein granted, and as a condition without which the License would not have been granted, (a) the City agrees to defend, indemnify and save harmless Railroad and its officers, employees and agents, from and against any and all claims, demands, actions and causes of action, and to assume all risk, responsibility and liability (including all liability for expenses, attorney's fees and costs incurred or sustained by Railroad, whether in defense of any such claims, demands, actions and causes of action or in the enforcement of the indemnification rights hereby conferred), for death of or injury to any and all persons, including but not limited to the officers, employees, agents, patrons, invitees and licensees of the parties hereto, and for any and all loss, damage or injury to any property whatsoever, including but not limited to that belonging to or in the custody and control of the parties hereto, in whole or in part attributable to the City's negligence in its construction of the Sidewalk/Pathway.

(b) the City agrees to defend, indemnify and save harmless Railroad and its officers, employees and agents, to the extent permitted by law, from and against any and all claims, demands, actions and causes of action, and to assume all risk, responsibility and liability (including all liability for expenses, attorney's fees and costs incurred or sustained by Railroad, whether in defense of any such claims, demands, actions and causes of action or in the enforcement of the indemnification rights hereby conferred), for death of or injury to any and all persons, including but not limited to the officers, employees, agents, patrons, invitees and licensees of the parties hereto, and for any and all loss, damage or injury to any property whatsoever, including but not limited to that belonging to or in the custody and control of the parties hereto, in whole or in part attributable to the City's negligence in its maintenance of the Sidewalk/Pathway.

(c) Nothing contained in this Agreement shall be construed or deemed to diminish or constitute a waiver or relinquishment of the rights, privileges, defenses and immunities available or afforded to either Party under the Illinois Local Government and Governmental Employee's Tort Immunity Act or under other State statutes affording similar protections.

13. INSURANCE.

Before commencing work, and for the period of time specified in Section 3 herein, the City shall provide and maintain the following insurance:

- a. Statutory Workers Compensation and Employer's Liability Insurance;
- b. Automobile Liability in an amount not less than \$1,000,000 dollars combined single limit;
- c. Comprehensive General Liability (claims form) in an amount not less than \$5,000,000 combined single limit, \$10,000,000 annual aggregate. The policy

must name Wisconsin Central Ltd. as an Additional Insured and must not contain any exclusions related to doing business on, near, or adjacent to railroad facilities.

Before commencing work, the City shall deliver to the Railroad a certificate of insurance evidencing the foregoing coverage and upon request the LICENSEE shall deliver a certified, true and complete copy of the policy or policies. The policies shall provide for not less than ten (10) days prior written notice to LICENSOR of cancellation of or any material change in the policies and shall contain the waiver of right of subrogation.

It is further understood and agreed that, so long as the Agreement shall remain in force or the Sidewalk/Pathway shall have been removed (whichever shall be later), the coverage limits required herein will be increased as the City increases the limits of the coverage it already carries, without further written amendment to this Agreement. In addition, if any claim is made against LICENSOR relating to the Pedestrian Crossing where it is reasonably probable that the recovery will exceed the then-current limits of the coverages stated above, the parties will negotiate in good faith to revise the limits stated above to insure up to 110% of the amount of the reasonably probable recovery. The LICENSEE will use reasonable diligence to increase the limits of the relevant policy(ies).

If a contractor is to be employed by the City for the installation or maintenance of the approaches to the Sidewalk/Pathway on the License Area, then before commencing work, the contractor shall provide and maintain the following insurance, in form and amount and with companies satisfactory to and as approved by the Railroad.

Statutory Workers' Compensation and Employer's Liability Insurance.

Automobile Liability in an amount not less than \$1,000,000 dollars combined single limit.

An Occurrence Form Railroad Protective Policy (so long as reasonably commercially available, and if not, the parties will negotiate reasonable terms to allow a Claims Made Policy) with limits of not less than \$5,000,000 dollars per occurrence for Bodily Injury Liability, Property Damage Liability and Physical Damage to Property with \$10,000,000 dollars aggregate for the term of the policy with respect of Bodily Injury Liability, Property Damage Liability and Physical Damage to Property. The policy must name Wisconsin Central Ltd. as the insured and shall provide for not less than ten (10) days prior written notice to LICENSOR of cancellation of, or any other material change in, the policy.



14. REMOVAL OF SIDEWALK/PATHWAY AND CROSSING PROPER.

Prior to termination of this Agreement, the City shall remove its Sidewalk/Pathway from License Area (except for the Crossing Proper located between the ends of ties) and restore the License Area, as near as may be, to its former condition insofar as such restoration may in the opinion of Railroad's duly authorized representative be practical, all at City's sole risk and expense. If after Termination, the City fails to so remove and restore the License Area after 30 days' notice from Railroad, Railroad shall have the right, but not the obligation, to do so at the City's sole risk and expense. The City shall pay the cost of any work performed by Railroad pursuant to this Section 14 upon presentation of a bill. Railroad shall have the right to require the City to deposit the estimated cost of any or all removal or restoration work involving the Sidewalk/Pathway and/or Crossing Proper or to furnish an acceptable performance bond in such amount upon execution of this Agreement or at any time thereafter to assure complete performance under this Section.

15. ASSIGNMENT. The City shall not have the right to assign this Agreement without first obtaining the consent in writing of the Railroad, which consent will not be unreasonably withheld.

16. TAXES. Pursuant to those terms and conditions set forth in Paragraph 17 hereof, the City shall pay all taxes, general and special, license fees or other charges which may become due or which may be assessed against that portion of the premises of the Railroad identified herein as the License Area because of the construction, existence, operation or use of said Pathway and Crossing Proper, and shall reimburse the Railroad for any such taxes, license fees or other charges which may otherwise be the responsibility of the Railroad to pay.

17. BILLS. For all bills submitted by the Railroad to the City pursuant to the terms of this Agreement, the City will comply with the Illinois Local Government Prompt Payment Act.

18. ENFORCEABILITY. In the event that any parts, sections or other portions of this Agreement are found unenforceable under the applicable law of any courts having jurisdiction over this Agreement, the remaining parts, sections or other portions thereof and the enforcement of same shall not be affected and shall otherwise remain in full effect and enforceable.

19. This Agreement will be governed by the laws of the State of Illinois and venue shall be in Cook County, Illinois. Any future change or modification of this Agreement must be in writing and signed by the parties hereto except for the City if it has no further obligations under this Agreement.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the date first above written.

**WISCONSIN CENTRAL LTD.**

By \_\_\_\_\_  
Chad Anderson  
Regional Chief Engineer

**CITY OF DES PLAINES**

**ATTEST:**

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

**LICENSE FOR  
Sidewalks/Pathways on the South Side of Rand Road, Des Plaines, Illinois  
at AAR/DOT #689677V**

THIS AGREEMENT, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2019, by and among the WISCONSIN CENTRAL LTD.(hereinafter referred to as "Railroad") whose mailing address is 17641 S. Ashland Avenue, Homewood, Illinois 60430-1345, the CITY OF DES PLAINES, Illinois, an Illinois body corporate and politic, acting by and through its Board ("City") whose mailing address is xxxx. xxxxxxxx, xxxxxx, xxx xxxxxx.

**WITNESSETH:**

IN CONSIDERATION of the mutual covenants and agreements herein set forth, Railroad, insofar as it lawfully may, does hereby grant unto the City a right or license to construct, maintain and use a Sidewalk/Pathway Crossing that varies from 8 to 12 feet in width, upon, over and across the property or right-of-way of the Railroad for the sidewalk crossing on the south side of Rand Road (including the track located thereon) at railroad milepost of approximately MP 24.05 on Waukesha Subdivision as shown on Print A, attached hereto and made a part hereof,

UPON AND SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

**1. DEFINITIONS.**

(a) Railroad's Property. "Railroad's Property" shall mean the property shown on the attached print, to the extent owned by Railroad, whether owned in full ownership or as a servitude, easement, or right-of-way, including Railroad's track, the land on which the track is situated, and any adjacent land of Railroad on either side of the track.

(b) License. "License" shall mean the right granted by Railroad to the City to construct and maintain and use a Sidewalk/Pathway, under the terms and conditions set forth hereinafter.

(c) License Area. "License Area" shall mean that portion of Railroad's Property over and across which the License is granted. The License Area extends from one edge of the Railroad's Property across the track to the opposite edge of the Railroad's Property and measures a distance of approximately ten (10) feet in width on either side of the center line of the Sidewalk/Pathway, all as more fully shown on the attached Print A.

(d) Sidewalk/Pathway. "Sidewalk/Pathway" shall mean the sidewalk/pathway approaches on either side of the Crossing Proper within the License Area including that portion between tracks where multiple tracks exist.

(e) Crossing Proper. "Crossing Proper" shall mean that portion of the License Area encompassing an area from end-of-tie to end-of-tie of an individual set of tracks.

(f) City's Property. "City's Property" shall mean the property of the City to and from which the License provides ingress and egress for the City's benefit and use.

(g) Cost. "Cost" shall mean the actual cost of labor, equipment and materials plus Railroad's then current customary additives for overhead and other indirect costs necessary to complete the work performed by the Railroad as set forth in Section 4 of this Agreement.

## 2. USE.

(a) The License shall only affect and burden the License Area and no other portion of Railroad's Property, and the Sidewalk/Pathway and Crossing Proper shall be constructed, located, and maintained entirely within the License Area. The City shall have no right to use or cross any other portion of Railroad's Property or to use the Sidewalk/Pathway and Crossing Proper for any purposes other than as expressly permitted herein, and the City, as a further consideration, cause, and condition without which this License would not have been granted, agree to restrict its and the public's use to those purposes and then only to said location and no other for crossing the Railroad's Property, including the track.

(b) The City shall not do or permit to be done any act which will in any manner interfere with, limit, restrict, obstruct, damage, interrupt, or endanger Railroad's operations or facilities; provided, however, that the City and Railroad may agree on scheduled limits, restrictions, obstructions or interrupts required for construction and/or maintenance of the Sidewalk/Pathway.

(c) Vehicles prohibited from multi-use trails shall not be used on the Sidewalk/Pathway.

## 3. TERM.

(a) This License shall become effective as of the date first written above and shall continue in effect thereafter until terminated in one of the manners set forth below:

(i) Any party may at any time give the other parties written notice of termination specifying the date on which termination shall be effective, provided that such notice shall be delivered at least sixty (60) days in advance of the proposed date of termination. It is hereby agreed and understood that Railroad will not exercise its right herein to terminate this Agreement in the absence of any failure by the City to comply with the terms and conditions of this Agreement. In the event that the City fails or refuses to comply with any of the terms or conditions of this Agreement, Railroad shall notify City in writing of the default and the City shall have sixty (60) days to correct said default. If after the said sixty (60) days the City still fails or refuses to cure said default, Railroad shall then have the right to terminate this Agreement at once;

(ii) This License shall terminate through non-use or in any other manner provided by law. For the purposes of this Subsection (ii), "non-use" will occur upon City notifying the Railroad in writing that the City intends to abandon the Sidewalk/Pathway.

(b) Unless the parties mutually agree in writing to leave the Sidewalk/Pathway and Crossing Proper in place after termination, the termination of this Agreement shall not be effective until all removal and restoration is complete. Termination of this Agreement shall not release the City and/or the Railroad from any liability or responsibility and duty which accrued prior to such termination, removal and restoration.

4. CONSTRUCTION. The construction of the Sidewalk/Pathway, including installing asphalt between between multiple tracks where multiple tracks exist, including the necessary grading, culverts and drainage on each side of the Railroad's track, shall be performed by the City at its own risk and expense, and to the satisfaction of the Railroad's authorized representative. Any contractor working on the Railroad property would be required to enter into the standard Railroad Right of Entry Agreement. The Railroad will install the Crossing Proper over its track(s), from end-of-tie to end-of-tie, and install the track ties and rubber surface. The Railroad will also install flashing signals and lights and pedestrian gates, and make all adjustments required in Railroad facilities, if any, at City's sole expense.

5. NOTIFICATION OF OTHER PARTY.

(a) At least ten (10) days prior to entering upon the Sidewalk/Pathway for the purpose of performing any construction or maintenance work hereunder, the City shall notify Railroad's Senior Engineering Manager in writing of the type of work to be performed and the date such work will commence. The notice shall be sent to the following address:

Senior Engineering Manager  
WISCONSIN CENTRAL LTD.  
17641 South Ashland Avenue  
Homewood, IL 60430

6. SIGHTING AT CROSSING. THE CITY SHALL KEEP EACH QUADRANT OF THE INTERSECTION OF THE SIDEWALK/PATHWAY WITH RAILROAD'S TRACK WITHIN THE LICENSE AREA FREE OF BUSHES, TREES, WEEDS, VEGETATION, AND ALL OTHER OBSTRUCTIONS OF ANY KIND THAT COULD INTERFERE WITH A PERSON SIGHTING AN APPROACHING TRAIN.

7. RAISING WIRE LINES. If it should be necessary during construction to raise any wires on Railroad's property not belonging to Railroad to provide safe clearance for vehicles, the City shall make all arrangements therefor at its own sole risk and expense.

8. MAINTENANCE. The City shall, at its own risk and expense, maintain said Sidewalk/Pathway in good and safe condition commensurate with its intended use. The Railroad shall be responsible for the routine maintenance costs associated with the pedestrian gates, lights, and the crossing surfaces. The City shall be responsible for all repair costs associated with any damage or vandalism to the pedestrian gates and lights.

9. CROSSING TO BE KEPT FREE OF DEBRIS. The City shall, to the extent reasonably possible, at all times during the term of this Agreement, keep the Railroad's track at the intersection of the Sidewalk/Pathway and Crossing Proper and within the License Area free of dirt, rocks, snow, ice or other debris or obstructions of any kind, and will not permit any condition which might interfere with the safe and efficient operation of trains over the Crossing Proper, or which might damage equipment or facilities belonging to Railroad or others, or which might constitute a safety hazard of any kind. If at any time the City shall fail to do so, Railroad may, at its option, remove any dirt, rocks, debris or obstructions, and the City will reimburse Railroad the cost thereof pursuant to those terms and conditions set forth in Paragraph 17 hereof. If the continued or repeated presence of dirt, rocks, debris or obstructions should, in the opinion of Railroad, create an operating hazard, Railroad may keep a flagman on duty at the City's expense until such condition is corrected in a manner reasonably satisfactory to Railroad, or at its option may immediately terminate this Agreement.

10. TEMPORARY GATES AND FLAGGING. (a) During construction: The City shall, at its own risk and expense, install and maintain any temporary gate or other barrier which Railroad indicates is reasonably necessary and shall keep the

gates closed until the Sidewalk/Pathway is open for public use. Railroad shall, at the City's risk and expense, provide whatever flag protection Railroad shall indicate is necessary, and the City shall pay the cost thereof upon receipt of a bill. It is further understood and acknowledged by the City that Railroad has no obligation or duty to determine the need for any gate or other barrier or the need for flag protection. (b) After construction maintenance activities: The City shall, at its own risk and expense, install and maintain any temporary gate or other barrier which Railroad indicates is reasonably necessary during the City's maintenance of the Sidewalk/Pathway to protect the public. Railroad shall, at the City's risk and expense, provide whatever flag protection Railroad shall indicate is necessary, and the City shall reimburse the Railroad the cost thereof pursuant to those terms and conditions set forth in Paragraph 18 hereof. It is further understood and acknowledged by the City that Railroad has no obligation or duty to determine the need for any gate or other barrier or the need for flag protection.

#### 11. SIGNS, SIGNALS AND WARNING DEVICES.

(a) The City acknowledges that Railroad has no obligation or duty to give audible warning of the approach of a train, nor erect whistle posts, nor reduce the speed of its trains, nor alter its operations in any manner, owing to the presence or existence of the Sidewalk/Pathway and crossing proper or other use or exercise of the right or license granted herein. The Illinois Commerce Commission entered an order in Docket Number T18-0098 requiring that, in conjunction with the installation of the Sidewalk/Pathway, existing warning devices should be upgraded to include pedestrian gates. The Illinois Commerce Commission will determine if any additional signs, signals or other warning devices are necessary or appropriate for the safety of persons using the License Area and specifically acknowledges that Railroad has no obligation or duty whatever to make any such determination. If the installation of any signs, signals or warning devices on the License Area is presently or hereafter required by law or by competent public authority, or is otherwise requested by the City, same shall conform to any then currently applicable practices of the Railroad for such devices as to design, material and workmanship and all costs incurred by the Railroad related to the installation and upgrading thereof shall be solely borne by the City.

(b) The Crossing Proper and the Sidewalk/Pathway shall be subject to the terms and conditions set forth in that certain Agreed Order, based upon the draft License Agreement, and prepared by the Illinois Commerce Commission relative to case number T18-0097, marked Group Exhibit B, and such additional orders as may be entered by the Illinois Commerce Commission relative to this Project, and understood by the parties to be part of this Agreement.



12. INDEMNITY. As a further consideration for the License herein granted, and as a condition without which the License would not have been granted, (a) the City agrees to defend, indemnify and save harmless Railroad and its officers, employees and agents, from and against any and all claims, demands, actions and causes of action, and to assume all risk, responsibility and liability (including all liability for expenses, attorney's fees and costs incurred or sustained by Railroad, whether in defense of any such claims, demands, actions and causes of action or in the enforcement of the indemnification rights hereby conferred), for death of or injury to any and all persons, including but not limited to the officers, employees, agents, patrons, invitees and licensees of the parties hereto, and for any and all loss, damage or injury to any property whatsoever, including but not limited to that belonging to or in the custody and control of the parties hereto, in whole or in part attributable to the City's negligence in its construction of the Sidewalk/Pathway.

(b) the City agrees to defend, indemnify and save harmless Railroad and its officers, employees and agents, to the extent permitted by law, from and against any and all claims, demands, actions and causes of action, and to assume all risk, responsibility and liability (including all liability for expenses, attorney's fees and costs incurred or sustained by Railroad, whether in defense of any such claims, demands, actions and causes of action or in the enforcement of the indemnification rights hereby conferred), for death of or injury to any and all persons, including but not limited to the officers, employees, agents, patrons, invitees and licensees of the parties hereto, and for any and all loss, damage or injury to any property whatsoever, including but not limited to that belonging to or in the custody and control of the parties hereto, in whole or in part attributable to the City's negligence in its maintenance of the Sidewalk/Pathway.

(c) Nothing contained in this Agreement shall be construed or deemed to diminish or constitute a waiver or relinquishment of the rights, privileges, defenses and immunities available or afforded to either Party under the Illinois Local Government and Governmental Employee's Tort Immunity Act or under other State statutes affording similar protections.

13. INSURANCE.

Before commencing work, and for the period of time specified in Section 3 herein, the City shall provide and maintain the following insurance:

- a. Statutory Workers Compensation and Employer's Liability Insurance;
- b. Automobile Liability in an amount not less than \$1,000,000 dollars combined single limit;
- c. Comprehensive General Liability (claims form) in an amount not less than \$5,000,000 combined single limit, \$10,000,000 annual aggregate. The policy

must name Wisconsin Central Ltd. as an Additional Insured and must not contain any exclusions related to doing business on, near, or adjacent to railroad facilities.

Before commencing work, the City shall deliver to the Railroad a certificate of insurance evidencing the foregoing coverage and upon request the LICENSEE shall deliver a certified, true and complete copy of the policy or policies. The policies shall provide for not less than ten (10) days prior written notice to LICENSOR of cancellation of or any material change in the policies and shall contain the waiver of right of subrogation.

It is further understood and agreed that, so long as the Agreement shall remain in force or the Sidewalk/Pathway shall have been removed (whichever shall be later), the coverage limits required herein will be increased as the City increases the limits of the coverage it already carries, without further written amendment to this Agreement. In addition, if any claim is made against LICENSOR relating to the Pedestrian Crossing where it is reasonably probable that the recovery will exceed the then-current limits of the coverages stated above, the parties will negotiate in good faith to revise the limits stated above to insure up to 110% of the amount of the reasonably probable recovery. The LICENSEE will use reasonable diligence to increase the limits of the relevant policy(ies).

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**Statutory Workers' Compensation and Employer's Liability Insurance.**

Automobile Liability in an amount not less than \$1,000,000 dollars combined single limit.

An Occurrence Form Railroad Protective Policy (so long as reasonably commercially available, and if not, the parties will negotiate reasonable terms to allow a Claims Made Policy) with limits of not less than \$5,000,000 dollars per occurrence for Bodily Injury Liability, Property Damage Liability and Physical Damage to Property with \$10,000,000 dollars aggregate for the term of the policy with respect of Bodily Injury Liability, Property Damage Liability and Physical Damage to Property. The policy must name Wisconsin Central Ltd. as the insured and shall provide for not less than ten (10) days prior written notice to LICENSOR of cancellation of, or any other material change in, the policy.

14. REMOVAL OF SIDEWALK/PATHWAY AND CROSSING PROPER.

Prior to termination of this Agreement, the City shall remove its Sidewalk/Pathway from License Area (except for the Crossing Proper located between the ends of ties) and restore the License Area, as near as may be, to its former condition insofar as such restoration may in the opinion of Railroad's duly authorized representative be practical, all at City's sole risk and expense. If after Termination, the City fails to so remove and restore the License Area after 30 days' notice from Railroad, Railroad shall have the right, but not the obligation, to do so at the City's sole risk and expense. The City shall pay the cost of any work performed by Railroad pursuant to this Section 14 upon presentation of a bill. Railroad shall have the right to require the City to deposit the estimated cost of any or all removal or restoration work involving the Sidewalk/Pathway and/or Crossing Proper or to furnish an acceptable performance bond in such amount upon execution of this Agreement or at any time thereafter to assure complete performance under this Section.

15. ASSIGNMENT. The City shall not have the right to assign this Agreement without first obtaining the consent in writing of the Railroad, which consent will not be unreasonably withheld.

16. TAXES. Pursuant to those terms and conditions set forth in Paragraph 17 hereof, the City shall pay all taxes, general and special, license fees or other charges which may become due or which may be assessed against that portion of the premises of the Railroad identified herein as the License Area because of the construction, existence, operation or use of said Pathway and Crossing Proper, and shall reimburse the Railroad for any such taxes, license fees or other charges which may otherwise be the responsibility of the Railroad to pay.

17. BILLS. For all bills submitted by the Railroad to the City pursuant to the terms of this Agreement, the City will comply with the Illinois Local Government Prompt Payment Act.

18. ENFORCEABILITY. In the event that any parts, sections or other portions of this Agreement are found unenforceable under the applicable law of any courts having jurisdiction over this Agreement, the remaining parts, sections or other portions thereof and the enforcement of same shall not be affected and shall otherwise remain in full effect and enforceable.

19. This Agreement will be governed by the laws of the State of Illinois and venue shall be in Cook County, Illinois. Any future change or modification of this Agreement must be in writing and signed by the parties hereto except for the City if it has no further obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the date first above written.

**WISCONSIN CENTRAL LTD.**

By Carole Morey  
~~Chad Anderson~~ Carole Morey  
~~Regional Chief Engineer~~ AVP Capital Programs

**CITY OF DES PLAINES**

**ATTEST:**

By: [Signature]  
City Manager

Laura Faust  
City Clerk, Deputy

Date: \_\_\_\_\_

APPROVED AS TO FORM ONLY

[Signature] 12/11/2020  
Des Plaines General Counsel Dated



Southern Region

# Operations Special Capital Project Estimate

Design and Construction  
Homewood, IL

## RAND ROAD PEDESTRIAN XING GATES AND SURFACE 689677V

Location: IDA AVENUE  
 Company Name: Wisconsin Central Ltd.  
 Subdivision Name: WAUKESHA  
 Mile Post: 24.05  
 State: IL  
 Survey Network Number:  
 Track Network Number:  
 Signal Network Number:  
 Buy American Certification Required? Yes  
 Agency: CN-US-Outside Companies & Individuals(OC&I)  
 Labor Additive Type: Agency/CN Approved

Labor	\$25,979
Material	\$15,315
Other	\$245,390
<b>Total Capital Cost</b>	<b>\$286,684</b>
PW Material	\$0
Donation	\$0
<b>TOTAL PROJECT COST</b>	<b>\$286,684</b>

Created By: NW BURWELL  
 Revised By: NW BURWELL  
 Created Date: July 27, 2020  
 Date Revised: February 15, 2021  
 Status:

Description	GANG SIZE	DAYS	MANDAYS	PRICE	TOTAL
<b>LABOR</b>					
Unload/Distribute Material	5	1	5	\$350	\$1,750
Surfacing	3	2	6	\$350	\$2,100
Install Crossings	5	0.5	2.5	\$350	\$875
Install Track Ties	5	1.5	7.5	\$350	\$2,625
<b>TOTAL DIRECT LABOR</b>		MD:	<b>21</b>		<b>\$7,350</b>

Description	TOTAL
<b>MATERIAL</b>	
Track Spikes	\$172
Minor OTM	\$448
Track Ties	\$4,447
Ballast	\$2,125
Crossing Materials	\$6,417
Subtotal New / Capitalized Material	\$13,609
<b>TOTAL DIRECT MATERIAL</b>	<b>\$13,609</b>

Description	UM	QTY	PRICE	TOTAL
<b>OTHER</b>				
Engineering				
Total Engineering				\$0
Real Estate				
Total Real Estate				\$0
Grading				
Total Grading				\$0
Contractor Track Construction				
Total Contractor Track Construction				\$0
Utilities				
Total Utilities				\$0
Signal and Communications				
S&C Design	LS	1	\$2,500	\$2,500
INSTALL PED GATES/LIGHTS/BUNGALOW	EST	1	\$200,000.00	\$200,000
Total Signal and Communications				\$202,500
Bridge & Structures				
Total Bridge & Structures				\$0
Hauling/Disposal				
Total Hauling/Disposal				\$0
Miscellaneous				
Traffic Control	LS	1	\$15,000	\$15,000
Per Diem (BMW Labor)	MD	21	\$87	\$1,827
Contingency	SUM	10%	\$260,621	\$26,063
Total Miscellaneous				\$42,890
<b>TOTAL OTHER</b>				<b>\$245,390</b>

Description	UM	QTY	PRICE	TOTAL
<b>ADDITIVES</b>				
Labor Capitalized Surcharges	USD	\$7,350	253.45%	\$18,629
Material Capitalized Surcharges	USD	\$13,609	12.53%	\$1,706
<b>TOTAL ADDITIVES</b>				<b>\$20,335</b>



Southern Region

# Operations Special Capital Project Estimate

Design and Construction  
Homewood, IL

## RAND ROAD PEDESTRIAN XING GATES AND SURFACE 689677V

DONATION	Amount	TOTAL
TOTAL DONATION		\$0

TOTAL CAPITAL COST	\$286,684
TOTAL NON-CAPITALIZED COST (PW MATERIALS)	\$0
TOTAL DONATION	\$0
<b>TOTAL PROJECT COST</b>	<b>\$286,684</b>

**MATERIAL FORECAST FOR :**

Material Description	State Tax	UM	QTY	Unit Price	Total
<b>TRACK SPIKES</b>					
SPIKE TRACK 5/8IN X 6IN AREMA 60 PER CAN	6.25%	CAN	4	\$35.00	\$172
<b>TOTAL TRACK SPIKES</b>					<b>\$172</b>
<b>MINOR OTM</b>					
Clip, Pandrol, E2055, Galvn,	6.25%	EA	100	\$3.66	\$448
<b>TOTAL MINOR OTM</b>					<b>\$448</b>
<b>TRACK TIES</b>					
Tie, Prepltd, 9ft, Cast, 6in, Tps	6.25%	EA	24	\$151.61	\$4,447
<b>TOTAL TRACK TIES</b>					<b>\$4,447</b>
<b>BALLAST</b>					
BALLAST - WALKING	6.25%	TN	80	\$25.00	\$2,125
<b>TOTAL BALLAST</b>					<b>\$2,125</b>
<b>CROSSING MATERIALS</b>					
CROSSING VIRGIN RUBBER 136# 9' TIES	6.25%	EA	24	\$218.82	\$6,417
<b>TOTAL CROSSING MATERIALS</b>					<b>\$6,417</b>
V.4.5	<b>TOTAL MATERIAL</b>				<b>\$13,609</b>



**CITY OF DES PLAINES**

**RESOLUTION R - 132 - 21**

**A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS PURSUANT TO RAILROAD AGREEMENTS FOR THE RAND ROAD SIDEPATH PROJECT.**

**WHEREAS**, the Illinois Department of Transportation ("**IDOT**") issues grants through the Illinois Transportation Enhancement Program ("**ITEP**"); and

**WHEREAS**, ITEP grant funds may be used to fund the cost of the design and construction of pedestrian and bicycle facilities; and

**WHEREAS**, the Chicago Metropolitan Agency for Planning ("**CMAQ**") issues grants through the Congestion Mitigation and Air Quality Improvement Program and the Transportation Alternatives Program ("**CMAQ/TAP**"); and

**WHEREAS**, CMAQ/TAP grant funds may be used to fund up to 80 percent of the cost of construction and construction engineering for non-motorized surface transportation projects which improve air quality and mitigate congestion; and

**WHEREAS**, the City applied for and was awarded ITEP and CMAQ/TAP funds ("**Grant Funding**") to construct the Rand Road multi-use sidepath ("**Multi-Use Path**") to be a part of the Northwest Municipal Conference Bike and Pedestrian Network, which will be located on the south side of Rand Road from Central Road to Elk Boulevard ("**Project**"); and

**WHEREAS**, as part of the Project, the City will construct a portion of the Multi-Use Path within railroad rights of way ("**Crossing Improvements**") where the Multi-Use Path crosses the Union Pacific Railroad ("**UPRR**") and Wisconsin Central Railroad ("**WCRR**") (collectively, "**Railroads**") at-grade tracks; and

**WHEREAS**, in order to construct the Crossing Improvements within the Railroads right-of-ways, the Railroads required the City to enter into agreements ("**Project Agreements**") setting forth the parties' respective rights and responsibilities regarding the construction of the Crossing Improvements; and

**WHEREAS**, on December 7, 2020, the City Council passed Resolution R-197-20, approving and authorizing execution of the Project Agreements; and

**WHEREAS**, the City has appropriated funds in the Grant Funded Projects Fund and the Capital Projects Fund for the Crossing Improvements; and

**WHEREAS**, the cost of the Crossing Improvements for the UPRR is \$138,242, which is eligible for 80 percent reimbursement with CMAQ/TAP Grant Funding; and

**WHEREAS**, the City is be responsible for providing a minimum 20 percent match for the remaining construction and construction engineering cost of the Crossing Improvements; and

**WHEREAS**, the cost of the Crossing Improvements for the WCRR is \$286,684, which is eligible for 100 percent reimbursement with ITEP Grant Funding; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to authorize the expenditure of funds for the Crossing Improvements;

**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: AUTHORIZATION OF EXPENDITURE.** The City Council hereby authorizes the expenditure of funds in the not-to-exceed amount of \$138,242 to the UPRR and \$286,684 to the WCRR for the Crossing Improvements in accordance with the Railroad Agreements.

**SECTION 3: 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**

Approved as to form:

ATTEST:

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

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

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DES PLAINES, ILLINOIS HELD IN THE ELEANOR ROHRBACH MEMORIAL COUNCIL CHAMBERS, DES PLAINES CIVIC CENTER, MONDAY, AUGUST 2, 2021**

**CALL TO ORDER**

The regular meeting of the City Council of the City of Des Plaines, Illinois, was called to order by Mayor Goczkowski at 7:00 p.m. in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Monday, August 2, 2021.

**ROLL CALL**

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

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

**PRAYER AND PLEDGE**

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

**PUBLIC COMMENT**

Resident Wayne Serbin commented on the condition of sidewalks in the City.

**ALDERMEN ANNOUNCEMENTS**

Alderman Oskerka stated he is hosting a ward meeting at Prairie Lakes Community Center on August 17, 2021 at 6:30 p.m.

Alderman Zadrozny mentioned he will be hosting a ward meeting with the details to be announced soon.

Alderman Brookman mentioned the traffic light has been put up at Lee St and Forest Ave; along with noting the update of the street at that location. Alderman Brookman also mentioned the success of the ward meeting held on July 27, 2021.

Alderman Ebrahimi stated he is working on a ward newsletter and Facebook page.

**MAYORAL ANNOUNCEMENTS**

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 the Supplemental Order dated July 29, 2020.

Mayor Goczkowski presented an extension to the Declaration of Civil Emergency.

Moved by Brookman, seconded by Chester, to extend the 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, Oskerka, Zadrozny, Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

**CONSENT AGENDA**

Moved by Brookman, seconded by Zadrozny, to establish the Consent Agenda.

Upon voice vote, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny, Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

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

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny, Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

Minutes were approved; Ordinance M-9-21 was approved; Resolutions R-122-21, R-123-21, R-124-21, R-125-21, R-126-21, R-127-21, R-130-21, R-131-21 were adopted.

**APPROVE CDBG/ 2021 ACTION PLAN:**  
**Consent Agenda**

Moved by Brookman, seconded by Oskerka to Approve Resolution R-122-21, A RESOLUTION APPROVING THE CITY OF DES PLAINES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM 2021 ANNUAL ACTION PLAN. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution R-122-21**

**APPROVE AGRMT/PVMT MARKINGS/ MARKING SPECIALISTS CORP:**  
**Consent Agenda**

Moved by Brookman, seconded by Oskerka to Approve Resolution R-123-21, A RESOLUTION APPROVING AN AGREEMENT WITH MARKING SPECIALIST CORPORATION FOR THE 2021 THERMOPLASTIC/EPOXY PAVEMENT MARKINGS AND RAISED REFLECTOR PAVEMENT MARKER REPLACEMENT PROJECT, MFT-21-00000-02-GM. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution R-123-21**

**APPROVE**  
**AGRMT/PURCH**  
**WTR VLV/ CORE**  
**& MAIN, LP:**  
**Consent Agenda**

Moved by Brookman, seconded by Oskerka to Approve Resolution R-124-21, A RESOLUTION APPROVING AN AGREEMENT WITH CORE & MAIN, LP FOR THE PURCHASE OF POTABLE WATER VALVES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution**  
**R-124-21**

**APPROVE**  
**AGRMT/PURCH**  
**WTR VLV/ LEVY**  
**& ASSOCS, LTD:**  
**Consent Agenda**

Moved by Brookman, seconded by Oskerka to Approve Resolution R-125-21, A RESOLUTION APPROVING AN AGREEMENT WITH LEY AND ASSOCIATES, LTD FOR THE PURCHASE OF POTABLE WATER VALVES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution**  
**R-125-21**

**APPROVE TASK**  
**ORD/PRO ENGR**  
**SVCS/ AECOM**  
**TECHNICAL**  
**SERVICES, INC:**  
**Consent Agenda**

Moved by Brookman, seconded by Oskerka to Approve Resolution R-126-21, A RESOLUTION APPROVING TASK ORDER NO. 4 WITH AECOM TECHNICAL SERVICES, INC FOR PROFESSIONAL ENGINEERING SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution**  
**R-126-21**

**APPROVE/PROC**  
**OF FD PLCY,**  
**PROC, & GLS/**  
**LEXIPOL LLC:**  
**Consent Agenda**

Moved by Brookman, seconded by Oskerka to Approve Resolution R-127-21, A RESOLUTION APPROVING THE PROCUREMENT OF FIRE DEPARTMENT POLICY, PROCEDURE, AND GUIDELINES MANUALS AND RELATED SERVICES FROM LEXIPOL LLC. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution**  
**R-127-21**

**APPROVE**  
**AMD/SEC 6-2-**  
**4/DES PLAINES**  
**CITY CODE:**  
**Consent Agenda**

Moved by Brookman, seconded by Oskerka to Approve First Reading of Ordinance M-9-21, AN ORDINANCE AMENDING SECTION 6-2-4 OF THE DES PLAINES CITY CODE REGARDING OBSCENE AND IMMORAL ACTS. Motion declared carried as approved unanimously under Consent Agenda.

**Ordinance**  
**M-9-21**

**APPROVE &**  
**AUTH/IGO & LEG**  
**ADV SVCS/**  
**ANDERSON**

Moved by Brookman, seconded by Oskerka to Approve Resolution R-130-21, A RESOLUTION APPROVING AND AUTHORIZING THE EXPENDITURE OF FUNDS PURSUANT TO A PROPOSAL FROM ANDERSON LEGISLATIVE CONSULTING, LTD FOR INTERGOVERNMENTAL AND LEGISLATIVE

**LEGISLATIVE  
CONSULTING,  
LTD:**

**Consent Agenda**

ADVOCACY SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution**

**R-130-21**

**APPROVE &  
AUTH/IGO & LEG  
ADV SVCS/  
RAUCCI &  
SULLIVAN  
STRATEGIES,  
LLC:**

**Consent Agenda**

Moved by Brookman, seconded by Oskerka to Approve Resolution R-131-21, A RESOLUTION APPROVING AND AUTHORIZING THE EXPENDITURE OF FUNDS PURSUANT TO A PROPOSAL FROM RAUCCI & SULLIVAN STRATEGIES, LLC FOR INTERGOVERNMENTAL AND LEGISLATIVE ADVOCACY SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution**

**R-131-21**

**APPROVE  
MINUTES**

**Consent Agenda**

Moved by Brookman, seconded by Oskerka to Approve the Minutes of the City Council meeting of July 19, 2021, as published. Motion declared carried as approved unanimously under Consent Agenda.

**UNFINISHED  
BUSINESS:**

**COMMUNITY DEVELOPMENT** – Alderman Chester, Chairman

**CONSIDER  
GRANTING A  
CONDITIONAL  
USE PERMIT FOR  
COMMERCIALY  
ZONED ASSY USE  
AT 69-79  
BROADWAY ST**

**Ordinance**

**Z-39-21**

The City Council voted 6-0 on first reading on July 6, 2021, to pass an ordinance as amended that would approve the subject request. On July 19, 2021, the Council chose to continue consideration of the final reading to August 2, 2021.

The first-reading version omitted a condition recommended by the Planning and Zoning Board and staff: that the petitioner form shared-parking agreements with nearby property owners to satisfy the off-street parking requirement for the proposed use. The ordinance has been amended accordingly with the new language. Further, the Council expressed a desire to see parking agreements that the petitioner has already formed. Last, the petitioner has written a letter to City.

The petitioner is requesting a Conditional Use under Section 12-7-3(K)(3) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a Commercially Zoned Assembly use in the C-3 zoning district at 69-79 Broadway Street.

The Comprehensive Plan designates this site as Higher Density Urban Mix with Residential.

The petitioner, Steven Bonica, has requested a Conditional Use Permit to operate a Community Center, Romanian Heritage Center NFP, at 69-79 Broadway Street. A community center is classified as a Commercially Zoned Assembly use, which is a conditional use in the C-3, General Commercial District. The subject properties are



located within the C-3 zoning district, along Broadway Street between Cumberland Circle and the Cumberland Metra Station. The four subject properties contain a multi-unit, one-story building spanning all four lots, each with a separate PIN, with on-street parking in the front and a small accessory parking area at the rear.

The petitioner plans to completely remodel the interior of the existing building to locate a library/multi-purpose room, office areas, inaccessible Romanian heritage exhibit areas, conference room, kitchen area, restrooms, and storage areas based on the Floor Plan. The petitioner's proposal does not include any changes to the outside of the building with the exception of new landscaping and signage at the front of the building. The dumpster for this suite will be stored inside the building except on trash collection days. The Romanian Heritage Center NFP will be open on Monday through Friday from 8 am to 7 pm as a research and tutoring center, as denoted in the Proposed Activities, Programs, and Parking Plan and the Proposed Schedule of Activities. This location will host evening meetings for the Board of Directors and Leadership Advisory Council with up to 20 people and various events once or twice a month.

The following parking regulations apply to this request pursuant to Section 12- 9-7 of the Des Plaines zoning Ordinance:

- One parking space for 200-square feet of gross activity area for community centers, banquet halls, and membership organizations; and
- One parking space for every 250-square feet of gross floor area for office areas.

Thus, a total of 19 off-street parking spaces are required including one handicap accessible parking space. The Site Plan the proposed parking area at the rear of the building, which is designed to accommodate 13 parking spaces and one handicap parking on the subject property. The petitioner intends to utilize a portion of the parking lot at the nearby Romanian Baptist Church of Chicago located at 484 E. Northwest Highway to accommodate the remaining required spaces and for monthly or bimonthly events. The proposal also includes the utilization of a valet service to address parking concerns, especially during events where 50-100 patrons could be in attendance. Staff has added a condition that the petitioner must obtain, execute, and submit a collective parking agreement with the nearby Romanian Baptist Church to staff to address all parking requirements pursuant to Sections 12-9-3 and 12-9-7 of the Des Plaines Zoning Ordinance.

The Planning and Zoning Board recommended (5-0) that the City Council approve the request with the condition that the petitioner enters into and executes a parking agreement to accommodate all required parking prior to the hosting of any events.

Staff recommend approval of Ordinance Z-39-21 with the condition that the petitioner enters into and executes a parking agreement to accommodate all required parking prior to the hosting of any events.

Several residents expressed their concern with parking in the residential neighborhood.

Several individuals expressed their support for the approval of this Ordinance.

Moved by Smith, seconded by Brookman, motion to deny Ordinance Z-39-21, AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR A COMMERCIAL ZONED ASSEMBLY USE AT 69-79 BROADWAY STREET, DES PLAINES, ILLINOIS.

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,  
Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

## **NEW BUSINESS:**

### **FINANCE & ADMINISTRATION** – Alderman Zadrozny, Chairman

#### **WARRANT REGISTER**

#### **Resolution R-128-21**

Alderman Zadrozny presented the Warrant Register.

Moved by Zadrozny, seconded by Lysakowski, to approve the Warrant Register of August 2, 2021 in the Amount of \$4,269,739.23 and approve Resolution R-128-21.

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,  
Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

#### **DISCUSSION REGARDING ARPA FUNDS**

On March 11, 2021, the American Rescue Plan Act (“ARPA”) was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds program. This program is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses.

At the May 24, 2021 Council Meeting, the City Council approved staff’s submission of a request for Coronavirus State and Local Fiscal Recovery Funds to the United States Department of Treasury (“US Treasury”). The City was notified it will receive funding of \$7,787,945.00 directly from the US Treasury in two tranches, the first of which was received in June in the amount of \$3,893,972.50 with the second to be received in approximately twelve months.

Eligible uses of the Coronavirus State and Local Fiscal Recovery Funds fall into four broad categories:

1. Public Health/Negative Economic Impacts: To respond to the COVID-19 public health emergency or its negative economic impacts;
2. Premium Pay: To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to such eligible workers of the recipient, or by providing grants to eligible employers that have eligible workers who performed essential work;
3. Revenue Loss: For the provision of government services, to the extent of the reduction in revenue due to the COVID-19 public health emergency, relative to

revenues collected in the most recent full fiscal year of the recipient prior to the emergency; and

4. Investments in Water, Sewer, Stormwater and Broadband Infrastructure: To make necessary investments in water, sewer, stormwater or broadband infrastructure.

The funds may be used to cover eligible costs incurred by the City during the period that begins on March 3, 2021 and ends on December 31, 2024, as long as the award funds for the obligations incurred by December 31, 2024 are expended by December 31, 2026. Costs for projects incurred by the City prior to March 3, 2021.

Based on the US Treasury's definition of general revenue, which excludes federal grants and federal pass through grants, the City's lost revenue as of December 31, 2020 is \$21,808,660.

This information is presented to the City Council for discussion and consensus as to the use of the American Rescue Plan funds.

A few residents commented regarding flooding in their neighborhoods.

There was a consensus by the City Council to move forward.

**COMMUNITY DEVELOPMENT** – Alderman Chester, Chairman

**CONSIDER**  
**SUPPORTING &**  
**CONSENTING**  
**THE APPROVAL**  
**OF CLASS 6B**  
**CLASSIFICATION**  
**FOR THE**  
**PROPERTY**  
**LOCATED AT 2180**  
**S WOLF ROAD,**  
**DES PLAINES,**  
**ILLINOIS**  
**Resolution**  
**R-129-21**

Community and Economic Development Manager Carlisle reviewed a memorandum dated July 22, 2021.

Applicant United Investment Property, LLC is the contract purchaser of 2180 S. Wolf Road from seller Levy Property Group LLC. The applicant is requesting a resolution supporting a Cook County Class 6b Property Tax Incentive (6b), which is designed to encourage industrial investment by reducing the assessment level of eligible properties for 12 years. This application is based on the eligibility criterion of substantial reoccupancy of "abandoned" property. In general, "abandoned" means unused for at least 24 continuous months; however, the City may find that a "special circumstance" exists whereby abandonment does not require a 24-month period of full inactivity. The applicant seeks special-circumstance determination because although the space is not fully abandoned, it has been mostly unused since April 2017, with less than 1 percent of its space occupied, and a real estate transfer has not yet occurred.

The Subject Property is 52 years old and consists of an approximately 60,922-square-foot industrial building on a 2.7-acre site. Currently occupying approximately 600 square feet, or less than one percent of the building area, is a pet-supply distributor. According to the applicant, this distributor is winding down operations and not replenishing product, with business ceasing before real estate transfer of title.

As the new owner, United plans to lease the property to subsidiary Chicago Cabinet Center ("CCC"). CCC will use the property for warehousing, assembly, manufacturing, and distribution. CCC plans vacate its current property at 300 King Street in Elk Grove Village and transfer its nine full-time employees and three part-time employees to the subject property. The tenant pledges to hire six (6) new full-time employees, with qualified Des Plaines residents receiving priority.

After acquiring the property, United plans to make various improvements and renovations, with the estimated qualifying-improvement total cost of \$608,000. Improvements include installing over 10,000 square feet of Nichiha fiber cement panels, other façade work (paint to a substantial portion of the main street-facing façade), a new company sign, pavement restoration, and upgraded utilities. The project would return a substantially vacant and underutilized building to active use, bring existing employees from Elk Grove Village, and lead to the hiring of new workers. The applicant contends the investment in the property will not be feasible without approval of a 6b and projects that will result in an additional \$334,687 in property tax revenue over the 12-year life of the incentive.

**Tax Impact Scenarios:**

1. Estimated annual taxes as is (no improvements, no 6b): \$96,240
2. Estimated annual taxes with proposed improvements with a 6b: \$110,338
3. Estimated annual taxes with proposed improvements without a 6b: \$275,846

Staff recommends approval of Resolution R-129-21 supporting and consenting to a Class 6b Application at 2180 S. Wolf Road.

Moved by Brookman, seconded by Smith, to approve the Resolution R-129-21, A RESOLUTION SUPPORTING AND CONSENTING TO THE APPROVAL OF CLASS 6B CLASSIFICATION FOR THE PROPERTY LOCATED AT 2180 S WOLF ROAD, DES PLAINES, ILLINOIS.

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,  
Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

**LEGAL & LICENSING** – Alderman Brookman, Chairman

**CONSIDER**  
**AMENDING**  
**TITLE 4 OF THE**  
**DES PLAINES**  
**CITY CODE**  
**REGARDING**  
**OCCASIONAL**  
**RESIDENTIAL**  
**SALES**  
**Ordinance**  
**M-10-21**

As part of an ongoing effort to simplify requirements for residents and to use staff resources more efficiently, staff has identified the garage sale license, currently required by 4-3-5.C. of the City Code, as an administrative process that does not yield substantial benefit and could be eliminated. Therefore, staff proposes removing the license requirement, as well as its attendant form and \$5 fee. All other existing regulations, such as limiting to three-day durations and a maximum of three sales per year per property (excluding City-wide sales), would be retained.

The Code Enforcement Division reports that achieving compliance with garage sale rules is generally not aided by the license requirement. Instead, officers rely on external complaints and their own observation, tracking properties with a pattern of violations. This strategy is generally effective and can go on without requiring residents to obtain a license. Further, revenue from the license has declined from approximately \$3,000 per year to less than \$2,000 per year over the past five years. (No revenue was collected in 2020 because of the suspension of the fee as a COVID-19 relief effort. Approximately \$1,760 would have been collected had the fee been in place.)

The City’s General Council has prepared Ordinance M-10-21 creating Chapter 21 – Occasional Residential Sales under Title 4 – Business Regulations. Section 4-3-5 would be repealed and reserved for future use.

Staff recommended the City Council adopt Ordinance M-10-21 amending the municipal code regulating Occasional Residential Sales.

Moved by Chester, seconded by Oskerka, to Approve Ordinance M-10-21, AN ORDINANCE AMENDING TITLE 4 OF THE DES PLAINES CITY CODE REGARDING OCCASIONAL RESIDENTIAL SALES. Upon voice vote, motion declared carried.

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

Alderman Moylan requested further detail regarding the American Rescue Plan Act (ARPA) Funds and Storm Sewer Projects.

**ADJOURNMENT:**

Moved by Brookman, seconded by Oskerka to adjourn the meeting. The meeting adjourned at 8:37 p.m.

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Jessica M. Mastalski – City Clerk

APPROVED BY ME THIS \_\_\_\_\_

DAY OF \_\_\_\_\_, 2021

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Andrew Goczowski, MAYOR



MEMORANDUM

**Date:** July 20, 2021  
**To:** Mayor Goczkowski and Aldermen of the City Council  
**From:** Michael G. Bartholomew, City Manager *MB*  
**Subject:** Amendments to Des Plaines City Code 6-2-4

**Issue:** Some of the language within Section 6-2-4 of the Des Plaines City Code needs to be modernized.

**Analysis:** In reviewing Section 6-2-4 of the Des Plaines City Code, the following changes are recommended to be made in order to modernize the language:

1. The phrase regarding dressing according to one's sex should be deleted.
2. The phrase in Subsection A regarding obscene conduct should be deleted, since that conduct is already covered in Subsection B.
3. The pronoun "his" should be changed to "their" in order to be gender neutral; and
4. The title of the section should be changed from "Obscene and Immoral Acts" to "Obscene and Indecent Acts" since the section refers to "indecent" acts rather than "immoral" ones.

**Recommendation:** I recommend that these changes be made to the Des Plaines City Code.

Attachments: Ordinance M-9-21



**CITY OF DES PLAINES**

**ORDINANCE M - 9 - 21**

**AN ORDINANCE AMENDING SECTION 6-2-4 OF THE DES PLAINES CITY CODE REGARDING OBSCENE AND IMMORAL ACTS.**

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

**WHEREAS**, Section 6-2-4 of the City Code of the City of Des Plaines, as amended (“*City Code*”), prohibits certain acts deemed obscene and immoral; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to amend Section 6-2-4 of the City Code as set forth in this Ordinance;

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

**SECTION 1. RECITALS.** The recitals set forth above are incorporated herein by reference and made a part hereof.

**SECTION 2. OBSCENE AND IMMORAL ACTS.** Section 6-2-4, titled “Obscene and Immoral Acts,” of Chapter 2, titled "General Offenses," of Title 6, titled “Police Regulations,” of the City Code is hereby amended to read as follows:

**“6-2-4: OBSCENE AND ~~INDECENT~~IMMORAL ACTS<sup>1</sup>**

:

A. Indecent Exposure: It shall be unlawful for any person to appear in a state of nudity or in any indecent or lewd dress or condition in any public place or ~~in any such place to~~ make any indecent exposure of ~~their~~ his person or private parts thereof or the private parts of another ~~or to conduct himself in a lewd and lascivious manner or to appear in any such place in a dress not belonging to his sex.~~ (1963 Code)

B. Obscene Conduct: It shall be unlawful for any person to urinate or stool in any place open to the public view, or to be guilty of any lewd, lascivious or obscene conduct or to sing any lewd or obscene song, ballad or other words in any public place or any other place where other persons are present or indecently to exhibit any animal. (Ord. M-63-99, 12-20-1999)”

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

[SIGNATURE PAGE FOLLOWS]

**{00121425.1} Additions are bold and double-underlined; deletions are struck through.**

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

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**MAYOR**

ATTEST:

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**CITY CLERK**

Published in pamphlet form this  
\_\_\_\_ day of \_\_\_\_\_, 2021

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**

**{00121425.1} Additions are bold and double-underlined; deletions are struck through.**



COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: July 22, 2021

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

From: John T. Carlisle, AICP, Economic Development Manager *JTC*

Cc: Vickie Baumann, Secretary / Registration & License Division

Subject: Amendments to Title 4 of the City Code to Remove License Requirement for Occasional Residential Sales (Garage Sales)

**Issue:** As part of an ongoing effort to simplify requirements for residents and to use staff resources more efficiently, staff has identified the garage sale license, currently required by 4-3-5.C. of the City Code, as an administrative process that does not yield substantial benefit and could be eliminated. Therefore, staff proposes removing the license requirement, as well as its attendant form and \$5 fee. All other existing regulations, such as limiting to three-day durations and a maximum of three sales per year per property (excluding City-wide sales), would be retained.

**Analysis:** The Code Enforcement Division reports that achieving compliance with garage sale rules is generally not aided by the license requirement. Instead, officers rely on external complaints and their own observation, tracking properties with a pattern of violations. This strategy is generally effective and can go on without requiring residents to obtain a license. Further, revenue from the license has declined from approximately \$3,000 per year to less than \$2,000 per year over the past five years. (No revenue was collected in 2020 because of the suspension of the fee as a COVID-19 relief effort. Approximately \$1,760 would have been collected had the fee been in place.)

The City's General Council has prepared the attached Ordinance M-10-21 creating Chapter 21 – Occasional Residential Sales under Title 4 – Business Regulations. Section 4-3-5 would be repealed and reserved for future use.

**Recommendation:** I recommend the City Council adopt Ordinance M-10-21 amending the municipal code regulating Occasional Residential Sales.

**Attachment:**  
Ordinance M-10-21

**CITY OF DES PLAINES**

**ORDINANCE M - 10 - 21**

**AN ORDINANCE AMENDING TITLE 4 OF THE DES PLAINES CITY CODE REGARDING OCCASIONAL RESIDENTIAL SALES.**

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

**WHEREAS**, Section 4-3-5 of the City Code of the City of Des Plaines, as amended (“*City Code*”) sets forth rules and regulations for garage and yard sales (“*Occasional Residential Sales*”); and

**WHEREAS**, the City desires to amend the City Code to no longer require residents to obtain a temporary event license before holding an Occasional Residential Sale; and

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

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

**SECTION 1. RECITALS.** The recitals set forth above are incorporated herein by reference and made a part hereof.

**SECTION 2. REPEALER.** Section 4-3-5, titled “Occasional Residential Sales,” of Chapter 2, titled “Temporary Event Licenses,” of Title 4, titled “Business Regulations,” of the City Code is hereby repealed in its entirety and reserved for future use.

**SECTION 3. OCCASIONAL RESIDENTIAL SALES.**

A. Title 4, titled “Business Regulations,” of the City Code is hereby amended to add a new Chapter 21, titled “Occasional Residential Sales,” as set forth on *Exhibit A*, attached to and made a part of this Ordinance.

B. Section 4-18-1, titled “Fee Schedule,” is hereby amended to read as follows:

**“4-18-1: FEE SCHEDULE**

Section	Fee Description	Number	Term	Fee	
					<u>New</u>
	*	*	*		

Section	Fee Description	Number	Term	Fee	
					<u>New</u>
<u>4-3-5</u>	Occasional residential sale permit fee		Per occurrence (3 days)		<u>\$5.00</u>
	*	*	*		

”

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

[SIGNATURE PAGE FOLLOWS]

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

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**MAYOR**

ATTEST:

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**CITY CLERK**

Published in pamphlet form this  
\_\_\_\_\_ day of \_\_\_\_\_, 2021

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**



## **EXHIBIT A**

### **CHAPTER 21 OCCASIONAL RESIDENTIAL SALES**

#### **4-21-1: DEFINITIONS:**

**OCCASIONAL RESIDENTIAL SALES:** For the purposes of this chapter, "occasional residential sales" are defined as those sales of goods, wares and merchandise owned by the occupier of the premises or owned by a group of persons having a common sale commonly known as a garage sale, basement sale, house sale, yard sale, estate sale, moving sale, or rummage sale conducted on an infrequent and unscheduled basis on premises zoned or used for residential purposes. Bulk sales, the sale of multiple new items of the same description, and the sale of consigned merchandise, merchandise brought to the premises for resale or for reconditioning for resale are prohibited at occasional residential sales.

Premises zoned or used for residential purposes include:

**MULTIPLE-FAMILY DWELLING:** A residential building containing three or more dwelling units, including what is commonly known as an apartment building or condominium, but not including group, row or town houses.

**SINGLE-FAMILY ATTACHED DWELLING:** A residential building containing dwelling units, each of which has primary ground floor access to the outside and are attached to each other by party walls without openings. Includes townhomes.

**SINGLE-FAMILY DETACHED DWELLING:** A residential building containing not more than one dwelling unit entirely surrounded by open space on the same lot.

#### **4-21-2: OCCASIONAL RESIDENTIAL SALE REGULATIONS:**

All occasional residential sales must be conducted in compliance with the following regulations:

- A. **Duration and Frequency:** Occasional residential sales may be conducted for no more than three consecutive days and not more than three occasional residential sales may be conducted on the same premises within any calendar year with the exception of any community occasional residential sales authorized by the City. A fourth occasional residential sale may be conducted on the same premises within a calendar year if the owner of the premises is moving or vacating the premises.
- B. **Hours of Operation:** No occasional residential sale may be conducted before 8:00 A.M. or after sunset.
- C. **Signage:** All signs promoting an occasional residential sale must be removed no later than 9:00 P.M. on the day the occasional residential sale has ended. No sign promoting an occasional residential sale or sales may exceed eight square feet. Signs may not be placed or displayed on any public right-of-way, including, without limitation, on trees, light

standards, telephone poles or other supporting structures, or displayed in a manner that causes any unsafe condition or impediment to vehicular or pedestrian traffic.

- D. Location of Sale: It shall be unlawful for any person to conduct occasional residential sales on any public street or public right-of-way or to display wares associated with the sale on any public street or public right-of-way.
- E. Traffic: No occasional residential sales may be conducted in a manner that causes any unsafe condition or impediment to vehicular or pedestrian traffic. Vehicular parking for any occasional residential sale is not permitted on any main thoroughfare. The Chief of Police, or their designee, may automatically suspend an occasional residential sale license should such violation occur.
- F. Penalty: Any person violating any provision of this chapter, where no other penalty is specifically provided, shall be fined as provided in the general penalty in section 1-4-1 of this Code for each offense. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.



COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: August 5, 2021

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

From: John T. Carlisle, AICP, Economic Development Manager *JTC*  
Jonathan Stytz, Planner *JS*

Subject: **1050 East Oakton Street – Case #21-019-PPUD-TSUB-MAP-CU**  
Consideration of a Preliminary Planned Unit Development (PUD), Tentative Plat of Subdivision, Map Amendment, and Conditional Use for a PUD for a proposed a 125-unit attached single-family (townhouse) development in the current C-3 zoning district (proposed R-3 district).

---

**Issue:** The petitioner is requesting the following under the Zoning Ordinance: (i) a Preliminary PUD under Section 12-3-5; (ii) a Map Amendment to rezone the subject property from C-3 General Commercial to R-3 Townhouse Residential under Section 12-3-7; and (iii) a Conditional Use for a PUD under Section 12-3-4 (to be approved with the consideration of the final plat). The petitioner also requests a Tentative Plat of Subdivision under Section 13-2-2 of the Subdivision Regulations. Finally, under Section 8-1-9 of the City Code, the petitioner will seek a Vacation of Public Streets to be approved by the City Council at the time of consideration of the Final Plats of PUD and Subdivision.

**Owner:** 1090-1100 Executive Way, LLC; Times Drive, LLC; Oakton Mannheim, LLC

**Petitioner:** Marc McLaughlin, M/I Homes of Chicago, LLC

**Case Number:** 21-019-PPUD-TSUB-MAP-CU

**PINs:** 09-20-316-020-0000; -021-0000; -023-0000; -024-0000; -025-0000; -026-0000; 09-20-321-005-0000; 09-20-322-001-0000

**Ward:** #5, Carla Brookman

**Existing Zoning:** C-3, General Commercial District

**Existing and Historical Land Use:** Vacant; site formerly contained Grazie restaurant and banquet hall, which was demolished in 2013, as well as office buildings and surface parking

- Surrounding Zoning:** North: R-1, Single-Family Residential  
 South: C-3, General Commercial and C-4, Regional Shopping  
 East: C-3, General Commercial, and C-4 Regional Shopping  
 West: C-3, General Commercial
- Surrounding Land Use:** North: Single-family detached homes  
 South: Restaurants and retail goods  
 East: Services (Vision Care), restaurants, retail goods (Jewel-Osco grocer)  
 West: Post office
- Street Classification:** Oakton Street is classified as an arterial roadway. Times Drive and Executive Way are local roadways.
- Comprehensive Plan Illustration** The Comprehensive Plan illustrates this property as commercial.

**Preliminary Planned Unit Development (PUD)**

**Project Summary:** The petitioner is proposing a full redevelopment of 11.2 contiguous acres of vacant property at 1050 East Oakton Street, 1000-1100 Executive Way, and 1555 Times Drive. The proposal is for a residential-only development of 125 townhouses, tentatively branded as Halston Market. Seven townhouses would have two bedrooms, and 118 would have three bedrooms. The units would be horizontally connected to each other and spread across 23 separate buildings. Each building would be three stories with each unit having a ground-floor, two-car, rear-loaded garage (i.e. facing inward, not toward public streets or private drives). Walkways would connect unit front doors to public and private sidewalks. Each building will also have balconies and include landscaped grass front yards. However, the amount of private open space per unit is minimal, as the concept is built around shared open space. Centrally located on the site would be a landscaped common plaza of approximately 14,000 square feet with benches, plantings, walkways, and open green space. There is also a 10,605-square-foot common area oriented north-south between the buildings in the southwest portion. In the southeast portion, a stormwater detention area (“dry” basin, not a pond) of approximately 69,050-square feet (1.6 acres) is shown, with 21 adjacent surface parking spaces intended for visitors. Fifteen additional spaces intended for visitors are interspersed through the development for a total of 286, which would meet the parking minimum of Section 12-9-7.

The Building Design Review requirement under Section 12-3-11 would apply. In general, the applicant is proposing that for the elevations that would face public streets, the primary material is face brick on all three stories with projections of complementary vinyl. Elevations that would not face public streets contain face brick only on the ground floor, and where garage doors are shown, the brick is interrupted. See Exhibit A of the approving ordinance.

Considering the large scale of the redevelopment, the proposal is somewhat restrained in tree removal. According to the petitioner, healthy trees in the existing row at the north lot line will be preserved and augmented where necessary. These plantings along with existing and proposed fencing should serve as effective screening and separation between the development, the single-family residential neighborhood to the north, and the commercial development to the east. New plantings throughout the development appear to provide both functional and aesthetic benefits.

The petitioner is requesting the following exception under Section 12-3-5 from the regulations for the proposed R-3 district:

- **Minimum lot area:** Seventy-nine units are proposed with a lot area of 923 square feet, and 46 units are proposed at 1,038 square feet. The proposed lot area for each unit includes only the livable space inside the building and a small landscaped front yard. All other area in the development (e.g. open space, driveways, stormwater detention) is allocated not to dwelling units but instead to the development overall. The minimum lot area per dwelling unit requirement pursuant to Section 12-7-2(J) is 2,800 square feet.

In the version of plans recommended for approval by the Planning and Zoning Board (PZB), the northernmost row of buildings were set back 21 feet from the north lot line when a minimum of 25 feet is required, so the petitioner was requesting a rear-yard exception, as well. However, after listening to input at the public hearing, the petitioner revised the drawings to move these buildings to the south such that a rear-yard exception is no longer necessary.

Regarding streets and access, the petitioner proposes that most of the north-south portion of Executive Way – where it connects to Oakton and borders the post office – would remain a public street. However, at a point just south of the existing curve, the developer would construct a new east-west private drive and demolish the existing east-west segment of Executive Way. This would require a vacation of approximately 30,000 square feet. Similarly, a portion of Times Drive (approximately 7,700 square feet) would also be vacated and become private. Further discussion of street vacations is on Page 5.

The petitioner's traffic report discusses the parking and trip generation for the proposed townhouse development in more detail (Attachment 6). The final conclusion, expressed on the last page of the report (sans appendices), is that the existing roadway system can absorb the new traffic and activity created by the development. The Illinois Department of Transportation (IDOT), citing existing signalized intersections at Lee Street and Webster Lane (1,600 feet apart), does not support the creation of an additional signalized intersection at Oakton. Pedestrians would be required to use the sidewalk on the north side of Oakton before reaching a marked crossing, approximately 700-800 feet in each direction (three-to-five-minute walk for an able-bodied person). However, to accommodate walking to shopping, particularly for groceries at Jewel-Osco, a pedestrian opening is proposed at the east lot line, near the detention pond.

**Map Amendment & Conditional Use (with Final PUD Plat)**

**Request Summary:**

The petitioner has requested a map amendment to rezone the subject property from C-3 General Commercial to R-3 Townhouse Residential. Although the site is illustrated as commercial in the 2019 Comprehensive Plan, the 2009 Oakton-Elmhurst Plan sets forth a vision with residential occupying much of the site – albeit with some commercial fronting Oakton Street. Nonetheless, R-3 is present about 1,000 feet to the west and does directly border Oakton Street. In general, residential is necessary proximate to commercial areas to support their vitality, and while this project would front Oakton Street, it would not front Lee Street, thus preserving commercial use at the main intersection of the Oakton-Lee area. The creation of the Oakton-Lee TIF district, as well as the City’s vision to establish a Metra commuter train station at Oakton and the North Central Service line, calls for adding residential units in the vicinity and activating vacant sites. Additionally, any unsubsidized, market-driven development early in the life of the TIF is helpful to increase the assessed value and generate an increment to be used for future revitalization.

Other than the minimum-lot-area-per-unit exception as described on Page 3, the proposed development would meet all other R-3 bulk regulations as excerpted in this table:

**Bulk Regulations for R-3 Townhouse Residential**

<b>Yard</b>	<b>Required</b>	<b>Proposed</b>
Front Yard (South)	Min.: 25 Feet	25 Feet
Rear Yard (North) <sup>‡</sup>	Min.: 25 Feet, if Building Height < 35 feet	25 Feet
Side Yard (East)	Min: 5 Feet	22 Feet
Corner Side Yard (West)	Min: 10 Feet	21 feet
Building Height	Max: 45 Feet	Three stories (About 35 feet)

A conditional use is required in R-3 by virtue of the proposed PUD. Conditional uses for PUDs are approved at the time of final plat, but nonetheless, the request and requirement are listed here for the record.

**Tentative Plat of Subdivision**

**Request Summary:**

The petitioner is requesting a Tentative Plat of Subdivision to resubdivide the subject property. Under Section 13-3-1 the Subdivision Regulations require improvement of adjacent rights-of-way, which means, for example, that Executive Way next to the Post Office will receive new curb, gutter, and resurfacing. Further, under Section 13-4 the Subdivision Regulations require park land dedication and/or fee-in-lieu, although proposed private open space could provide a partial offset.

The existing property contains eight lots, which would be divided into lots for each individual townhouse unit (125), plus six lots for common areas, private drives, and the stormwater detention area for a total of 131. The new subdivision will encompass the entire 11.2-acres of the site. The petitioner's Tentative Plat shows that the size of each townhouse parcel will vary from 923 square feet in size for interior units to 1,038 square feet in size for end units. The Tentative Plat also shows the following existing easements: (i) a 13-foot Public Utility Easement and 20-foot building line on both sides of Executive Way throughout the development; (ii) a 13-foot Public Utility Easement and 20-foot building line on both sides of Times Drive throughout the development; (iii) a 20-foot building line along Oakton Street on the south side of the lot; (iv) a ten-foot electric and telephone easement and 24-foot ingress, egress, and driveway easement behind the commercial development on the south side of the lot; (v) a 23-foot public utility easement along the existing drive aisle east of the proposed detention area; (vi) a 15-foot public utility easement along the east property line of the development; and (vii) a five-foot public utility easement located along the north property line of the development. The proposed tentative plat illustrates vacations of portions of Executive Way and Times Drive with their respective easements.

#### **Vacation of Public Streets (with Final PUD and Subdivision Plats)**

#### **Request Summary:**

As described in the Project Summary on Pages 2-3, the applicant will seek vacations of public streets. The community will not be gated where public streets would transition into private drives. Furthermore, regarding Times Drive, the commercial property at the northeast corner of Times and Oakton relies on Times for access. It is recommended the City retain the southernmost approximately 110 linear feet, with a redevelopment agreement stating that townhouse owners will be responsible for maintenance of this segment. The City is in the process of appraising the right-of-way areas, and staff recommends that executing the agreement(s) and recording the corresponding plat is a condition for approval.

#### **Findings of Fact for the Requests**

As required by Section 12-3 of the Zoning Ordinance, the Planning and Zoning Board (PZB) reviewed the findings of fact for the requests. The full list of findings and comments are found in the draft minutes of the PZB meeting of June 22, 2021. An excerpt from the draft minutes is attached.

**PZB Review:** The PZB held a public hearing with due notice on June 22, 2021 to consider the proposed project and requests, and to vote on a recommendation to the City Council. Representatives for the petitioner presented the development and touted their experience as a nationwide and regional homebuilder. They highlighted images of proposed building and site design, and described the size and layout of the various townhouse units in the development. They covered various issues such as parking spaces, circulation, stormwater management, and open and recreational space, while emphasizing how they believe the development would align with a vision for Des Plaines overall and the Oakton-Lee area in the 2019 Comprehensive Plan. They argued the development would bolster the City's pursuit of a new Metra station at the intersection of Oakton Street and the Canadian National (CN) rail line (North Central Service).

PZB members asked about the number of stories in the proposed units and their floor plans; their estimated price points; the height of the proposed fence at the rear (north) lot line and all other planting and screening



methods; the location of the northernmost set of townhouse buildings and the stormwater detention basin; and the amount of fenestration on buildings in the northern part of the development. One member suggested the height of the rear fence be increased from the proposed eight (8) feet. Another member suggested the stormwater detention basin could be sited in the northern portion of the property, allowing some townhouse units to shift farther away from the lot line. A third member offered that the amount of fenestration and style of windows could be adjusted on the north facades of the buildings nearest to the north lot line to enhance privacy among residents. The petitioner responded that the townhouse would be two full stories and that M/I Homes is considering single-story townhouses in some of its other projects but not this one. They further responded that there are five different unit layouts and expected sale prices range from the high \$200,000s into the low \$300,000s. Regarding the siting of various buildings and stormwater detention, they stated the basin is sited at the low point of the site. They said they would review the building designs and consider a change in windows for the final submittal. Finally, a member asked Community and Economic Development (CED) staff when the traffic light at Lee Street and Forest Avenue would be installed. Staff responded by late summer 2021. Staff summarized their memorandum to the Board.

Six members of the public spoke. Five expressed concerns that the project has too many units that are generally too tall and too close to the single-family detached homes on Wicke Avenue. These members also expressed concern with anticipated traffic, disagreeing with the conclusions of the petitioner's traffic report. They expressed specific complaints about traffic at Maine West High School as well as in the vicinity of Lee and Forest. They stated pedestrian-safety concerns about crossing Oakton Street. Overall, they expressed a preference for single-family detached homes instead of townhouses. One member of public asked whether eminent domain was being used for the project (CED staff replied that it is not) and then added that a 16-foot tall fence should be at the north lot line instead of the proposed 8-foot-tall fence. The Acting Chairman gave the petitioner an opportunity to respond to concerns. The petitioner responded by pointing to traffic study conclusions. They emphasized they would be retaining many healthy mature trees, particularly at the north lot line where screening is important between the single-family neighborhood and the proposed development. They reviewed their overall planting plan and explained how they believe their site and building design is not intrusive in the north end of the development. Members of the public asked about the timeline of public meetings, approvals, and construction. The Acting Chairman, petitioner, and CED staff explained the process. If the requests obtain final approvals, the petitioner would aim to begin construction in Spring 2022.

**Recommendation and Conditions:** The PZB recommended (4-0) that the City Council approve the requests with conditions. Similarly, staff recommends approval of the requests via Ordinance Z-40-21, which approves a Preliminary Planned Unit Development, Tentative Plat of Subdivision, and Map Amendment from C-3 to R-3, subject to:

1. 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 of the Zoning Ordinance; and (ii) a Final Plat of Subdivision for the Subject Property; that meets all the requirements of the Subdivision Regulations.
2. A development agreement between the Petitioner and the City and a plat of vacation, in forms acceptable to the City's General Counsel, must be submitted for approval by the City Council concurrently with the approval of the Final Plat of PUD and Final Plat of Subdivision. The Preliminary Plat of PUD and the Tentative Plat of Subdivision should be revised, if necessary, to reflect the final agreed-upon vacations. The Development Agreement and the Plat of Vacations must be recorded concurrently with the Ordinance approving the Final Plat of PUD and Final Plat of Subdivision.
3. All governing documents for the Proposed 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 Plat of PUD or Final Plat of Subdivision.

4. 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.
5. The final plans submitted with the Final Plat of PUD shall be in substantial compliance with the Preliminary Plat of PUD, except that plans shall be labeled to demonstrate construction of a new fence at the north lot line instead of utilizing the existing fence. City Council may determine in its discretion at the time of Final Plat approval that for the purposes of tree preservation or another compelling reason that rehabilitation of the existing fence is acceptable in lieu of constructing a new fence.

### **Attachments**

Attachment 1: Project Narrative

Attachment 2: Petitioner's Responses to Standards

Attachment 3: Location Map

Attachment 4: ALTA Survey

Attachment 5: Site and Landscape Plan

Attachment 6: Traffic Report<sup>1</sup>

Attachment 7: Site Photos

Attachment 8: Acting Chairman Saletnik Letter from the PZB to the Mayor and City Council

Attachment 9: Excerpt from Draft Minutes of the June 22, 2021 PZB Meeting

### **Ordinance Z-40-21**

Exhibit A: Tentative Plat of Subdivision

Exhibit B: Preliminary PUD Plat, including Building Elevations, Floor Plans, and Site Improvement Plans<sup>2</sup>

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<sup>1</sup> Without appendices. Full report available upon request to City staff.

<sup>2</sup> Overall drawings only. Full drawings are on file with the City and available upon request.

**M/I Homes  
Halston Market  
Redevelopment of +/- 11 Acres at Northeast Corner of Executive Way and Oakton Street,  
Des Plaines, Illinois**

**Project Narrative**

Applicant, M/I Homes of Chicago, LLC, requests consideration and approval of a Map Amendment and a Conditional Use Permit for a Planned Unit Development in the R-3 zoning district for the property consisting of approximately 11 acres located at the northeast corner of Executive Way and Oakton Street in Des Plaines, Illinois (the “Property”).

Applicant proposes a new 125-unit townhome residential development on the Property with associated amenities and open spaces (the “Project”). The Project will involve the construction of 23 new residential townhome buildings on the Property. Each will be a three-story building containing two-car rear-loaded garages. Each building will also have balconies and will include tastefully landscaped grass front yards. The Project will include substantial open spaces for recreation as well as for stormwater management.

The Property is currently zoned C-3 General Commercial. Applicant requests consideration and approval of a Map Amendment to modify the zoning of the Property to R-3 Townhouse Residential. Applicant also requests consideration and approval of a Conditional Use Permit for a Planned Unit Development to reflect the creative design and the future ownership structure of the Halston Market community. This development would not be possible under the strict application of the Zoning Ordinance. As a PUD, the Project will provide maximum choice in the types of environment available to the public, as recommended in the Zoning Ordinance, with efficient and prudent planning of both residential and recreational spaces.

The Property is bounded by R-1 Single Family Residential to the north, C-3 General Commercial to the west, south and east, and C-4 Regional Shopping to the east. The construction of townhomes on the Property will serve as a logical transition from the single family homes north of the Property to the commercial areas south and east of the Property.

The Project will achieve the City’s goals relative to the beautification, redevelopment and improvement of an underutilized property along the Oakton Street corridor. The Comprehensive Plan specifically recommends the revitalization of the Oakton Street corridor to address vacancies, to beautify property having an outdated appearance and to attend to property with otherwise limited redevelopment potential. The Property consists of several parcels, all of which are currently vacant, having previously been improved with surface parking lots and office buildings that have been razed. The Project will eliminate these unsightly vacant parcels of land, will modernize and enhance the portion of Oakton Street adjacent to the Property with modern townhomes and landscaping, and will generally improve and revitalize a long-underutilized portion of the City’s Oakton Street corridor.

This Project will appeal to current and future Des Plaines residents at all life stages, from millennials to empty nesters. New townhome developments, such as this Project, are a desirable housing alternative that is encouraged by the Comprehensive Plan. The Project will provide moderate density multi-family housing, which will strengthen the residential base of the City, create a safe and pleasant pedestrian environment and promote the adaptive reuse of underutilized land.

**Halston Market  
Des Plaines, Illinois**

**Responses to Standards for Map Amendments**

1. Whether the proposed amendment is consistent with the goals, objectives, and policies of the comprehensive plan, as adopted and amended from time to time by the City Council.

The Map Amendment rezoning the Property as R-3 PUD will serve to allow the type of development needed to achieve the City's goals set forth in the Comprehensive Plan. The Project will achieve the City's goals relative to the beautification, redevelopment and improvement of an underutilized property along the Oakton Street corridor. The Property consists of several parcels which Applicant has assembled, of which Applicant is the contract purchaser, and which qualify for consideration as a Planned Unit Development under the Zoning Code and Comprehensive Plan. The Property is currently vacant, having previously been improved with surface parking lots and office buildings that have been razed. The Comprehensive Plan recommends the revitalization of the Oakton Street corridor to address vacancies, to beautify property with outdated appearance and to attend to property with otherwise limited redevelopment potential. This Project will eliminate vacancies, will modernize and beautify the portion of Oakton Street adjacent to the Property and will redevelop and revitalize a long-underutilized parcel of land. The construction of townhomes on the Property further serves as a logical transition from the single family homes north of the Property to the commercial areas south and east of this parcel. In addition, Section 3.2.1 of the City's Comprehensive Plan states that multifamily development could be appropriate along the Oakton Street corridor and that new development should front Oakton Street with parking located in the rear where possible. This Project satisfies each of the foregoing objectives.

The Project will also achieve many of the City's objectives for housing as described in the Comprehensive Plan. The Comprehensive Plan recognizes that aging residents prefer smaller, multifamily units to continue an independent lifestyle while minimizing the obligations associated with owning larger properties, and that many millennials prefer compact housing units in higher density areas with proximity to transportation, employment centers and amenities. This Project will help retain existing residents while attracting new residents at various stages in their lives as recommended by the Comprehensive Plan.

The Comprehensive Plan specifically identifies new townhome developments, such as this Project, as a desirable housing alternative that is to be encouraged. The Project will provide moderate density multi-family housing, which will strengthen the residential base of the City, create a quality pedestrian environment and promote quality development.

2. Whether the proposed amendment is compatible with current conditions and the overall character of existing development in the immediate vicinity of the subject property.

The Map Amendment is compatible with current conditions. The Property is bounded by R-1 Single Family Residential to the north, C-3 General Commercial to the west, south and east, and C-4 Regional Shopping to the east. The R-3 zoning district is a logical and sensible transition from less dense single family uses to more intensive commercial uses.

3. Whether the proposed amendment is appropriate considering the adequacy of public facilities and services available to this subject property.

All public facilities and services are readily available and will be provided to residents of the Project. The Project will include all necessary infrastructure in order that it may be served by public facilities and services. The Project has been designed to provide all necessary utilities, roadway access, drainage and refuse disposal to residents. Applicant will be responsible for the payment of impact fees to the local school district and park district as required by the Zoning Ordinance in order that residents will be able to benefit from the location of the Project within such districts.

4. Whether the proposed amendment will have an adverse effect on the value of properties throughout the jurisdiction.

There will be no adverse effect on property values in the jurisdiction as a result of the Map Amendment. Rather, property values are likely to increase as a result of their proximity to the adaptive reuse of this formerly underutilized and unsightly property. The redevelopment of the Property with quality modern townhomes and abundant landscaping will have a positive impact on the viewsheds in the community and on property values in the surrounding neighborhood as a whole due to the replacement of the former commercial buildings and surface parking lots with contemporary townhomes and landscaping.

5. Whether the proposed amendment reflects responsible standards for development and growth.

The Map Amendment reflects the highest standards of sustainable development and smart growth. Not only does the use of the Property as a residential townhome development serve as a prudent use of this vacant parcel, it also satisfies the objectives of the City's Comprehensive Plan as noted in the response to standard (1) above.

**Halston Market  
Des Plaines, Illinois**

**Responses to Standards for Conditional Use Permit pursuant to Section 12-3-4(E) of the Zoning Ordinance**

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

A planned development is a conditional use established within the R-3 Townhouse Residential District as set forth in Section 12-7-2 of the Zoning Ordinance.

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

The Project conforms with the recommendations of the Comprehensive Plan. The Project will achieve the City's goals relative to the beautification, redevelopment and improvement of an underutilized property along the Oakton Street corridor. The Property consists of several parcels which Applicant has assembled, of which Applicant is the contract purchaser, and which qualify for consideration as a Planned Unit Development under the Zoning Code and Comprehensive Plan. The Property is currently vacant, having previously been improved with surface parking lots and office buildings that have been razed. The Comprehensive Plan recommends the revitalization of the Oakton Street corridor to address vacancies, to beautify property with outdated appearance and to attend to property with otherwise limited redevelopment potential. This Project will eliminate vacancies, will modernize and beautify the portion of Oakton Street adjacent to the Property and will redevelop and revitalize a long-underutilized parcel of land. The construction of townhomes on the Property further serves as a logical transition from the single family homes north of the Property to the commercial areas south and east of this parcel. In addition, Section 3.2.1 of the City's Comprehensive Plan states that multifamily development could be appropriate along the Oakton Street corridor and that new development should front Oakton Street with parking located in the rear where possible. This Project satisfies each of the foregoing objectives.

The Project will also achieve many of the City's objectives for housing as described in the Comprehensive Plan. The Comprehensive Plan recognizes that aging residents prefer smaller, multifamily units to continue an independent lifestyle while minimizing the obligations associated with owning larger properties, and that many millennials prefer compact housing units in higher density areas with proximity to transportation, employment centers and amenities. This Project will help retain existing residents while attracting new residents at various stages in their lives as recommended by the Comprehensive Plan.

The Comprehensive Plan specifically identifies new townhome developments, such as this Project, as a desirable housing alternative that is to be encouraged. The Project will provide moderate density multi-family housing, which will strengthen the residential base of the City, create a quality pedestrian environment and promote quality development.

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 Project has been designed and will be constructed, operated and maintained in a manner that is harmonious and appropriate with existing properties in the general vicinity, and specifically, will

be harmonious and appropriate with the intended character of the vicinity as described in the Comprehensive Plan. Please see response to CUP standard (2) above.

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

The Project poses no hazards, will not create unpleasant sights, sounds or smells and will not disturb existing neighboring uses.

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

The Project will include all necessary infrastructure in order that it may be served by public facilities and services. The Project has been designed to provide all necessary utilities, roadway access, drainage and refuse disposal to residents. Applicant will be responsible for the payment of impact fees to the local school district and park district as required by the Zoning Ordinance.

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.

Applicant will be solely responsible for the expense of public facilities associated with the Project. The Project will have a positive impact on the economic welfare of the community by providing additional property tax revenues and a broader consumer base for local businesses.

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 Project will not involve any of the foregoing.

8. The proposed conditional use provides vehicular access to the property which will be designed so as not to create an interference with traffic on surrounding public thoroughfares.

The Project will provide vehicular access via Executive Way and Times Drive (each of which will be renamed). The volume of traffic entering and exiting the Property will be low and will not create substantial interference with traffic on Oakton Street or other public thoroughfares.

9. The proposed conditional use does not result in the destruction, loss or damage of a natural, scenic or historic feature of major importance.

There are no natural, scenic or historic features on the Property that will be destroyed, lost or damaged as a result of the Project.

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

The Project will comply with the Zoning Ordinance in all respects, as modified pursuant to the proposed Planned Unit Development.



**Halston Market  
Des Plaines, Illinois**

**Responses to Standards for Planned Unit Development**

a. The proposed Halston Market redevelopment is consistent with the stated purpose of the planned unit development regulations set forth in Zoning Ordinance Section 12-3-5(A). Specifically, subsection A states that planned unit developments may be permitted in order to provide:

i. A maximum choice in the types of environment available to the public by allowing a development that would not be possible under the strict application of the other sections of this title.

The Project will provide additional choices in the types of residences available to prospective residents of the City by delivering quality alternatives to single-family housing and rental housing for individuals and families at all stages of their lives.

ii. Permanent preservation of common open space and recreation areas and facilities.

The Project will deliver common open space throughout the Property including grassy areas, landscaped areas and sidewalks for pedestrian use.

iii. A pattern of development to preserve natural vegetation, topographic and geologic features.

The Property currently consists of surface parking lots and former building sites. The landscaping to be installed at the Project will be new and of excellent quality with an eye to longevity. Topographic and geologic features will not be substantially impacted other than typical mass grading.

iv. A creative approach to the use of land and related physical facilities that results in better development and design and the construction of aesthetic amenities.

The Project involves a creative and adaptive reuse of a former commercial parcel that currently lies vacant with only surface parking lots. The design maximizes the architectural interest of the Project by ensuring that the front of the townhomes is outward-facing and street-facing. The design incorporates green space, significant landscaping and walking paths and will be a radical improvement over the mass of paved areas that currently occupies the site.

v. An efficient use of the land resulting in more economic networks of utilities, streets and other facilities.

The Project will function as an efficient use of the 11 acres of land with a well-designed layout of homes, streets and green spaces. Residents will enjoy easy access to modern homes combined with vastly improved green spaces and landscaped areas.

vi. A land use which promotes the public health, safety and general welfare.

The use of the Property as a residential townhome development will promote the public health, safety and welfare by providing safe, quality housing at a price point that is appealing to a wide

variety of Des Plaines residents. The Project will provide low maintenance housing for residents who wish to age in place in Des Plaines without the burden of single family homeownership and will provide an entry into real estate ownership for younger buyers.

b. The Project meets the requirements and standards of the planned unit development regulations, with the proposed modifications set forth in this application. Specifically:

i. Bulk exceptions:

In accordance with Section 12-3-5(C) of the Zoning Ordinance, Applicant is requesting exceptions to the bulk regulations for the R-3 zoning district. Specifically, Applicant proposes that the townhome units will be individually platted with zero setbacks around the sides of each such platted lot. All areas around the townhome buildings will constitute common area outlots that will be subject to maintenance by the townhome owners' association. In order to provide this low-maintenance lifestyle for homeowners, and because the units are attached, it is not possible or necessary within this development to have lot widths beyond the exterior walls of the units. Zero setbacks and lot widths also ensure that the Association will have full responsibility for exterior home and lot maintenance, thereby assuring consistency and quality.

ii. Perimeter yards:

Please see response to PUD standard (b)(i) above.

iii. Compatibility:

The Project will not have a detrimental influence upon surrounding properties. Rather, it will improve the condition of the overall community and will have a positive impact on the Oakton Street corridor and the greater neighborhood.

iv. Parking:

The Project meets Zoning Code requirements for the R-3 zoning district by providing two parking spaces per dwelling unit plus one guest space for every four dwelling units.

v. Traffic:

The Project has been designed to provide for safe ingress and egress from the community and from the homes within the community. The project has been sensibly designed to minimize traffic congestion in the public streets by providing for two points of ingress and egress.

vi. General design: The PUD shall not be designed as to be detrimental to or endanger the public health, safety, morals, comfort or general welfare.

The use of the Property as a residential townhome development will promote the public health, safety and welfare by providing safe, quality housing at a price point that is appealing to a wide variety of Des Plaines residents. The Project will provide low maintenance housing for residents who wish to age in place in Des Plaines without the burden of single family homeownership and will provide an entry into real estate ownership for younger buyers. The project has been designed to offer modern architectural with spacious and extremely functional interiors, enhanced landscaping and abundant open space.

c. 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.

Please see responses to PUD standard (b) above. The departures from R-3 regulations contribute to both the design of the community and the townhome ownership structure. The townhome owners will own their individually platted residence, and all areas outside of their residence will be common area outlots that are to be maintained by the townhome owner's association. This structure is in the best interest of the residents of the community because it eliminates the burden of maintenance for residents who either lack time or ability to maintain these areas.

d. 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 Project provides for all necessary public services, from utilities to traffic. The project includes all infrastructure required to provide utilities and services to residents. Each unit will have access to common open space and will enjoy abundant light and air. The Project has been designed for residents to enjoy outdoor recreation both on the many interconnected sidewalks within the community and in the greater vicinity, as well as within the outlots. The Project will provide visual enjoyment both via the architectural interest of the townhomes and the abundant landscaping.

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

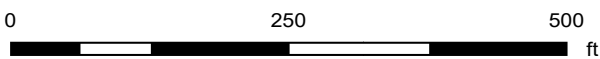
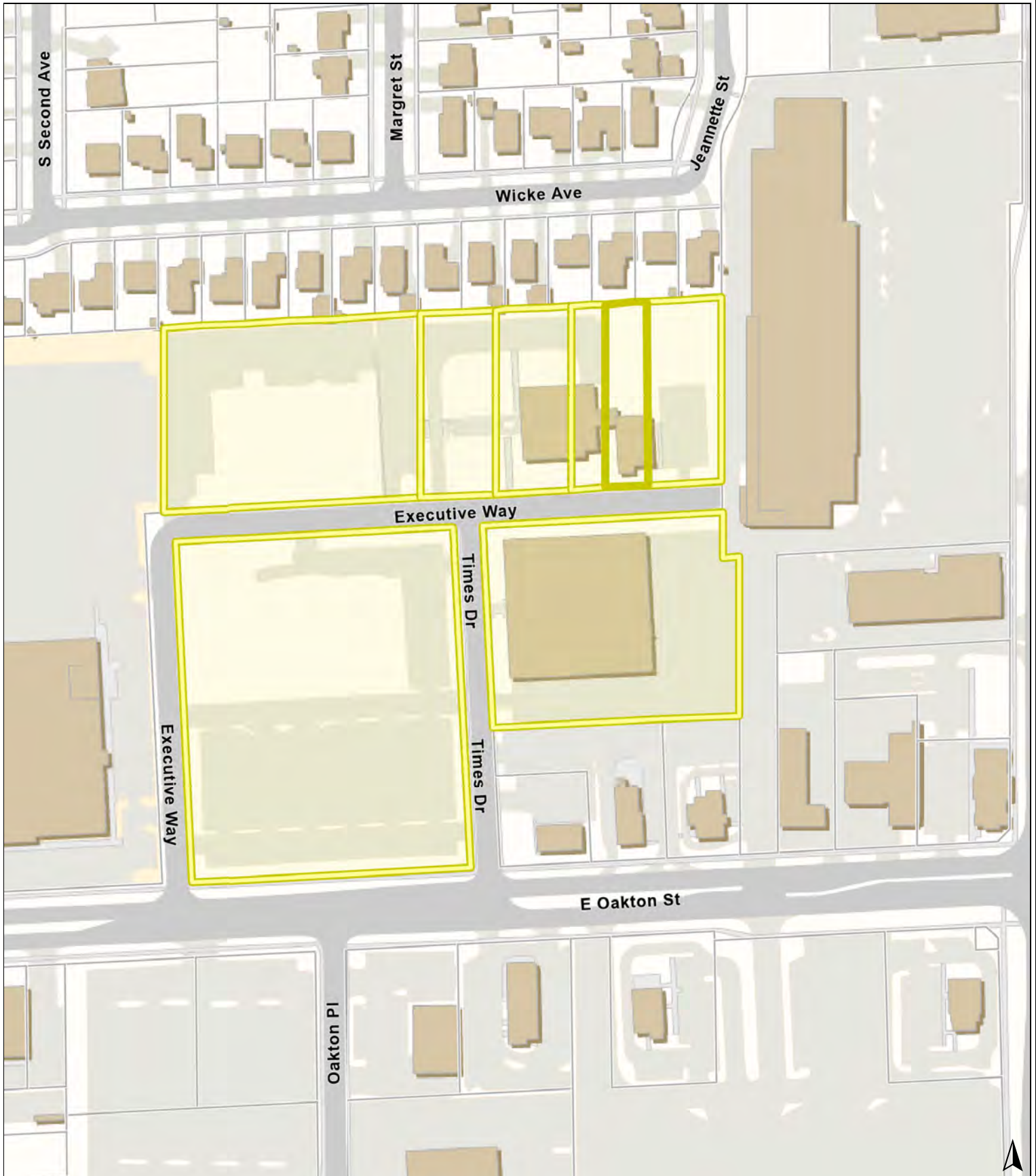
The Project will be tremendously beneficial to adjacent properties and the neighborhood. The Property is currently underutilized and is an eyesore. The redevelopment of the Property with quality modern townhomes and abundant landscaping will have a positive impact on the viewsheds in the community and on property values in the surrounding neighborhood as a whole due to the replacement of the former commercial buildings and surface parking lots with contemporary townhomes and landscaping.

f. 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 Project will vastly improve the physical condition of the Property, which will have a corresponding positive impact on the entire community. As noted above, the property tax base will increase as a result of having additional homes in the community, and the new residents will provide an additional consumer base for local businesses. In combination, these factors will have a positive economic impact on the community.

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

Please see response to CUP standard (2) above.



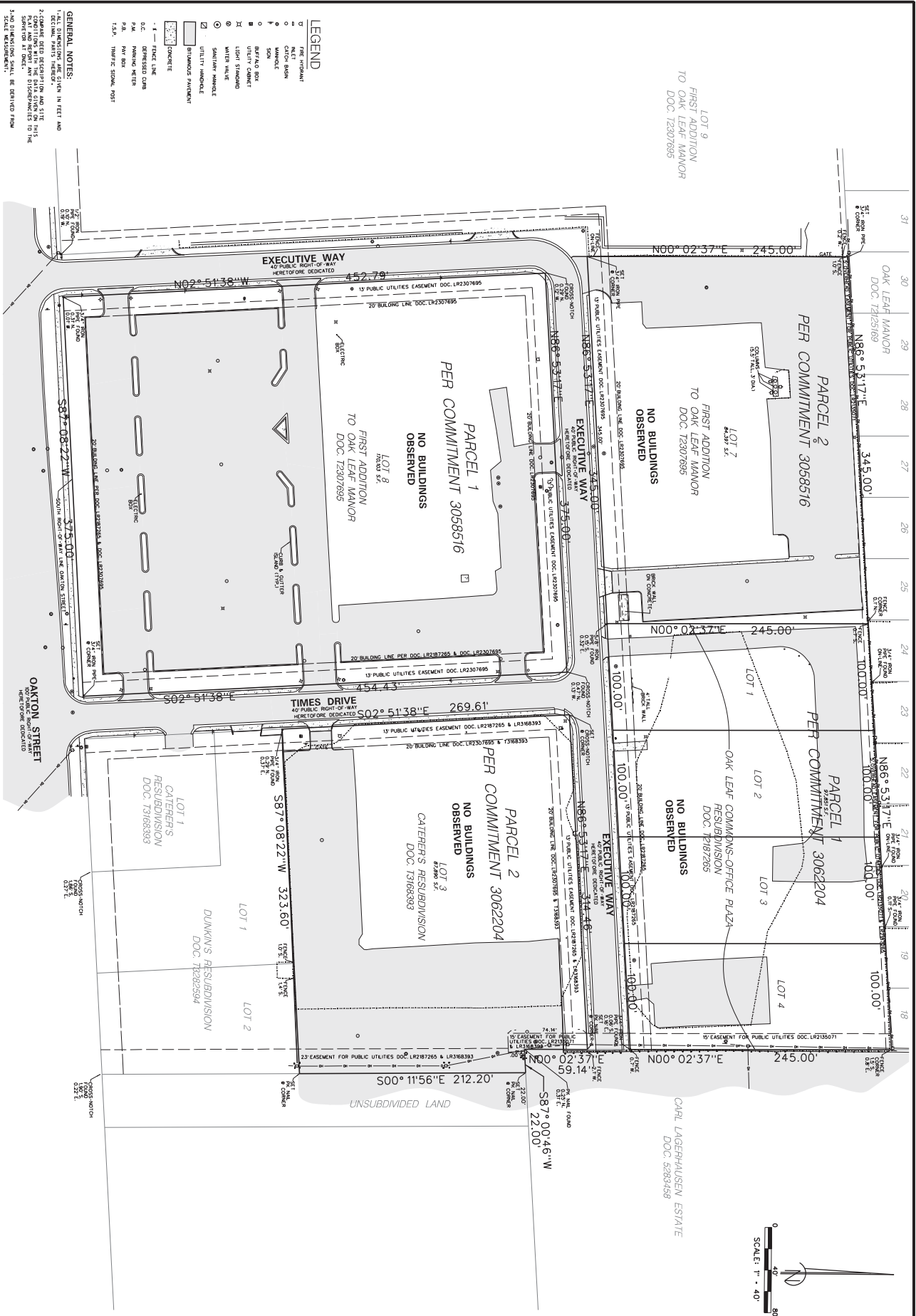
Print Date: 6/14/2021

Notes

Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.







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 9575 W. Higgins Road, Suite 850  
 Rosemont, IL 60018  
 TEL#847318-9790  
 FAX#847318-9792  
 www.thomsonst.com

**CLIENT:** MM HOMES OF CHICAGO, LLC  
 400 E. DIEHL ROAD, SUITE 230  
 NAPERVILLE, ILLINOIS  
 60563

NO.	DATE	NATURE OF REVISION	CHKD.	DATES
				10-28-20

**TITLE:** A.L.T.A./N.S.P.S. LAND  
 TITLE SURVEY  
 DES PLAINES, ILLINOIS

**PROJECT NO.** 5538  
**SHEET 1 OF X**  
**DRAWING NO.** 5538 P.LN.DGN





**SITE DATA**

LAND USE	UNITS	AREA
REAR-LOAD TOWNHOME	125	9.9
DETENTION	-	1.1
<b>TOTAL</b>	<b>125</b>	<b>±11.0 AC.</b>

**PARKING REQUIRED**

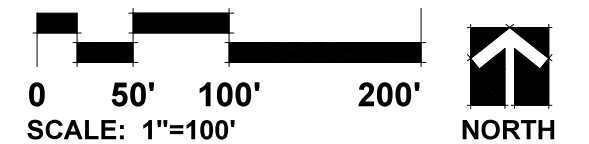
2 SPACES PER UNIT	250
COMMON GUEST SPACES (1 STALL PER 4 UNITS)	32

TOTAL REQUIRED 282

**PROVIDED**

GARAGE SPACES	250
DRIVEWAY SPACES	250
COMMON GUEST SPACES	34

TOTAL **Attachment 5** 534



**SITE PLAN ILLUSTRATIVE**  
**DES PLAINES, ILLINOIS**  
 7/6/2021

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GARY R. WEBER  
 ASSOCIATES, INC.

LAND PLANNING  
 ECOLOGICAL CONSULTING  
 LANDSCAPE ARCHITECTURE  
 402 W. LIBERTY DRIVE  
 WHEATON, ILLINOIS 60187  
 PHONE: 630-668-7197



# Preliminary Landscape Plan

# HALSTON MARKET

Des Plaines, Illinois

July 1, 2021

## CONSULTANTS:



LANDSCAPE ARCHITECT:  
**GARY R. WEBER ASSOCIATES, INC**  
 402 W. LIBERTY DRIVE  
 WHEATON, ILLINOIS 60187



CIVIL ENGINEER:  
**CAGE CIVIL ENGINEERING**  
 3110 WOODCREEK DRIVE  
 DOWNERS GROVE, ILLINOIS 60515



LOCATION MAP

SCALE: 1"=150'

## INDEX OF SHEETS

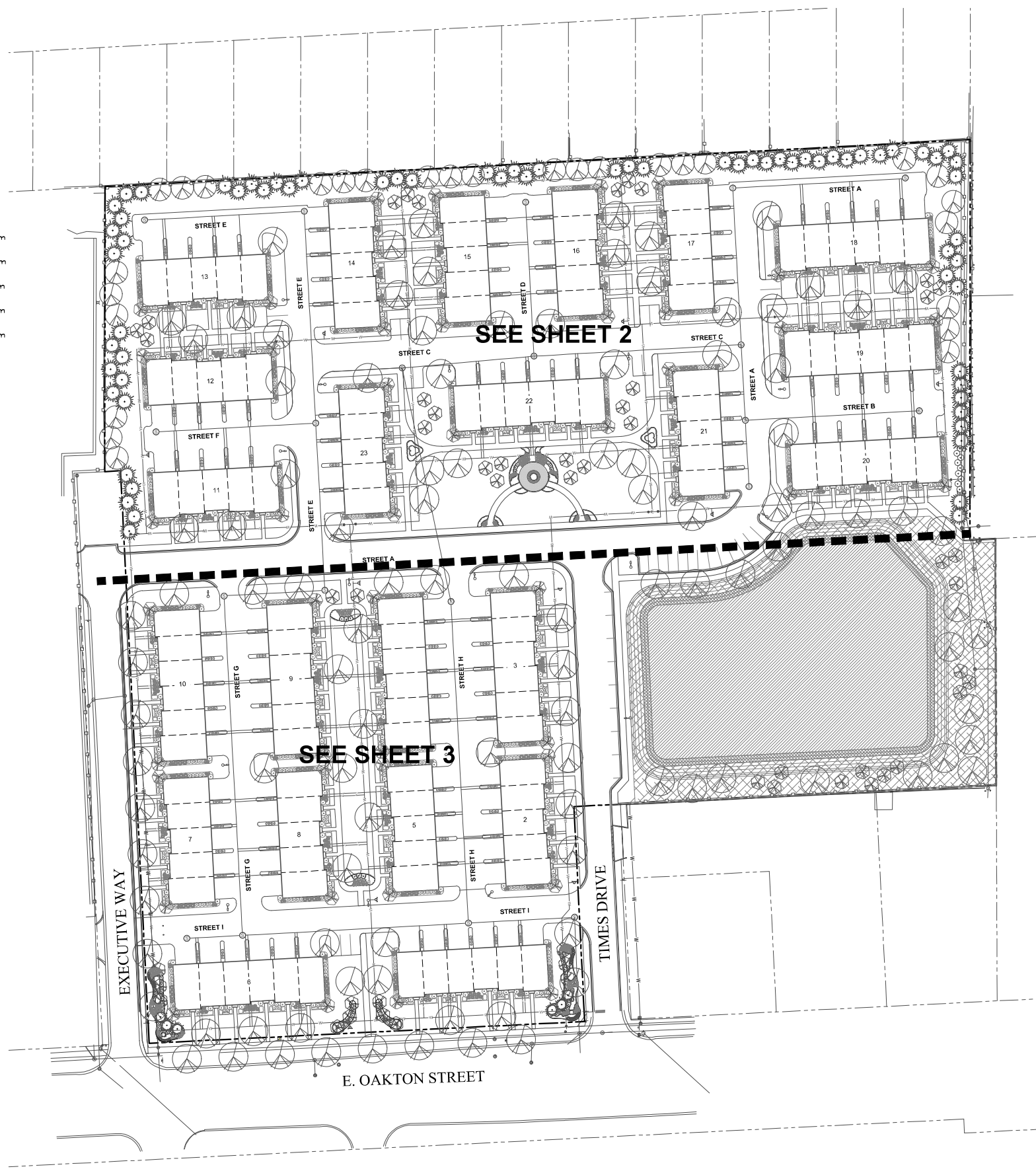
<u>SHEET NO.</u>	<u>DESCRIPTION</u>
0	COVER SHEET
1	OVERALL LANDSCAPE PLAN
2	LANDSCAPE PLAN
3	LANDSCAPE PLAN
4	TYPICAL FOUNDATION LANDSCAPE PLANS
5	MONUMENT DETAILS
6	TREE REMOVAL PLAN
7	LANDSCAPE SPECIFICATIONS



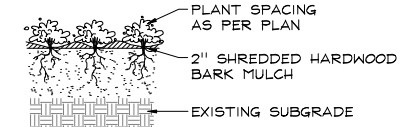


# REPRESENTATIVE PLANT LIST

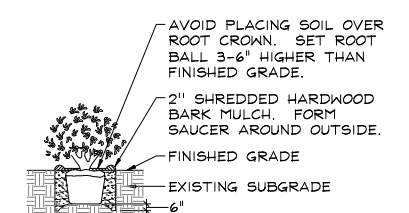
Key	Botanical/Common Name	Size	Remarks
	<b>SHADE TREES</b>		
	<i>Acer x freemanii</i> AUTUMN BLAZE MAPLE	2 1/2" Cal.	
	<i>Celtis occidentalis</i> COMMON HACKBERRY	2 1/2" Cal.	
	<i>Gleditsia triacanthos inermis</i> 'Skyline' SKYLINE HONEYLOCUST	2 1/2" Cal.	
	<i>Quercus bicolor</i> SWAMP WHITE OAK	2 1/2" Cal.	
	<i>Tilia americana</i> 'McSentry' SENTRY AMERICAN LINDEN	2 1/2" Cal.	
	<i>Ulmus carpinifolia</i> 'Regal' REGAL SMOOTHLEAF ELM	2 1/2" Cal.	
	<b>ORNAMENTAL TREES</b>		
	<i>Amelanchier grandiflora</i> APPLE SERVICEBERRY	6' Tall	Multi-stem
	<i>Betula nigra</i> RIVER BIRCH	6' Tall	Multi-stem
	<i>Cornus mas</i> CORNELIANCHERRY DOGWOOD	6' Tall	Multi-stem
	<i>Crataegus crus-galli inermis</i> THORNLESS COCKSPUR HAWTHORN	6' Tall	Multi-stem
	<i>Malus</i> 'Prairifire' PRAIRIFIRE CRABAPPLE	6' Tall	Multi-stem
	<b>EVERGREEN TREES</b>		
	<i>Abies concolor</i> WHITE FIR	6' Tall	
	<i>Picea glauca</i> 'Densata' BLACK HILLS SPRUCE	6' Tall	
	<i>Picea pungens</i> GREEN COLORADO SPRUCE	6' Tall	
	<i>Thuja occidentalis</i> 'Techny' MISSION ARBORVITAE	6' Tall	
	<b>DECIDUOUS SHRUBS</b>		
	<i>Cornus sericea</i> 'Bailey' BAILEY'S REDTWIG DOGWOOD	36" Tall	5' O.C.
	<i>Cotoneaster acutifolia</i> PEKING COTONEASTER	36" Tall	4' O.C.
	<i>Spiraea betulifolia</i> 'Ter' BIRCHLEAF SPIREA	24" Tall	3' O.C.
	<i>Syringa meyeri</i> 'Palibin' DWARF KOREAN LILAC	24" Tall	4' O.C.
	<i>Viburnum dentatum</i> ARROWWOOD VIBURNUM	36" Tall	5' O.C.
	<i>Viburnum trilobum</i> 'Hah's' HAH'S CRANBERRYBUSH VIBURNUM	36" Tall	4' O.C.
	<b>EVERGREEN SHRUBS</b>		
	<i>Juniperus chinensis</i> v. 'sargentii' 'Viridis' GREEN SARGENT JUNIPER	24" Wide	5' O.C.
	<i>Juniperus chinensis</i> 'Sea Green' SEA GREEN JUNIPER	24" Wide	4' O.C.
	<i>Juniperus chinensis</i> 'Kallaya Compact' KALLAYA COMPACT PFITZER JUNIPER	24" Wide	4' O.C.
	<i>Taxus x media</i> 'Densiflora' DENSE YEW	24" Wide	4' O.C.
	<b>PERENNIALS AND ORNAMENTAL GRASSES</b>		
	<i>Coreopsis verticillata</i> 'Zagreb' ZAGREB COREOPSIS	#1	18" O.C.
	<i>Hosta sieboldiana</i> 'Frances Williams' FRANCES WILLIAMS' HOSTA	#1	24" O.C.
	<i>Hemerocallis</i> 'Happy Returns' HAPPY RETURNS DAYLILY	#1	18" O.C.
	<i>Liatris spicata</i> 'Kabold' BLAZING STAR	#1	18" O.C.
	<i>Pennisetum alopecuroides</i> 'Hornet' DWARF FOUNTAIN GRASS	#2	24" O.C.
	<i>Rudbeckia fulgida</i> 'Goldsturm' BLACK-EYED SUSAN	#1	18" O.C.
	<i>Salvia nemorosa</i> 'East Friesland' EAST FRIESLAND SALVIA	#1	18" O.C.
	<i>Sporobolus heterolepis</i> PRAIRIE DROPSIDE	#1	18" O.C.
	<b>GROUNDCOVERS</b>		
	<i>Euonymus fortunei</i> var. 'Coloratus' PURPLELEAF WINTERCREEPER	#SP4	12" O.C.
	<i>Vinca minor</i> 'Dart's Blue' DART'S BLUE PERIWINKLE	#SP4	12" O.C.



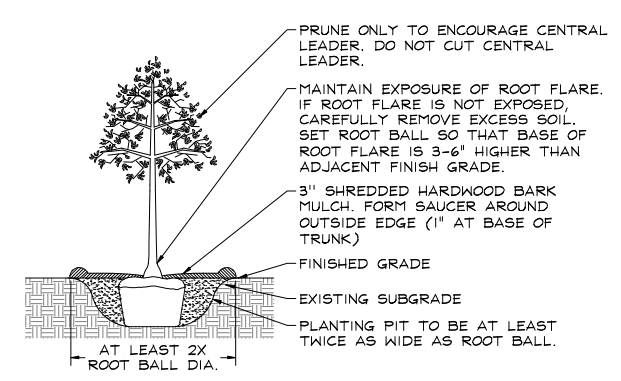
## PLANTING DETAILS



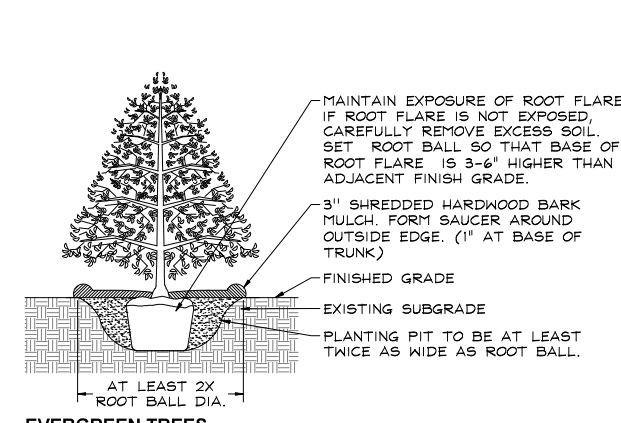
## PERENNIALS AND GROUNDCOVERS



## DECIDUOUS AND EVERGREEN SHRUBS



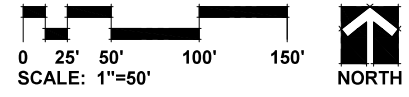
## DECIDUOUS TREES



## EVERGREEN TREES

## GENERAL NOTES

- Contractor shall verify underground utility lines and is responsible for any damage.
- Contractor shall verify all existing conditions in the field prior to construction and shall notify landscape architect of any variance.
- Material quantities shown are for contractors convenience only. The Contractor must verify all material and supply sufficient materials to complete the job per plan.
- The landscape architect reserves the right to inspect trees and shrubs either at place of growth or at site before planting, for compliance with requirements of variety, size and quality.
- Work shall conform to American Standard for Nursery Stock, State of Illinois Horticultural Standards, and Local Municipal requirements.
- Contractor shall secure and pay for all permits, fees, and inspections necessary for the proper execution of this work and comply with all codes applicable to this work.
- See General Conditions and Specifications for landscape work for additional requirements.



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# HALSTON MARKET

DES PLAINES, ILLINOIS

# OVERALL LANDSCAPE PLAN

01	07.01.2021
REVISIONS	

DATE	5.21.2021
PROJECT NO.	MZ0179
DRAWN	JLT
CHECKED	MGM
SHEET NO.	

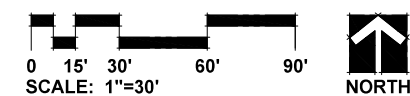
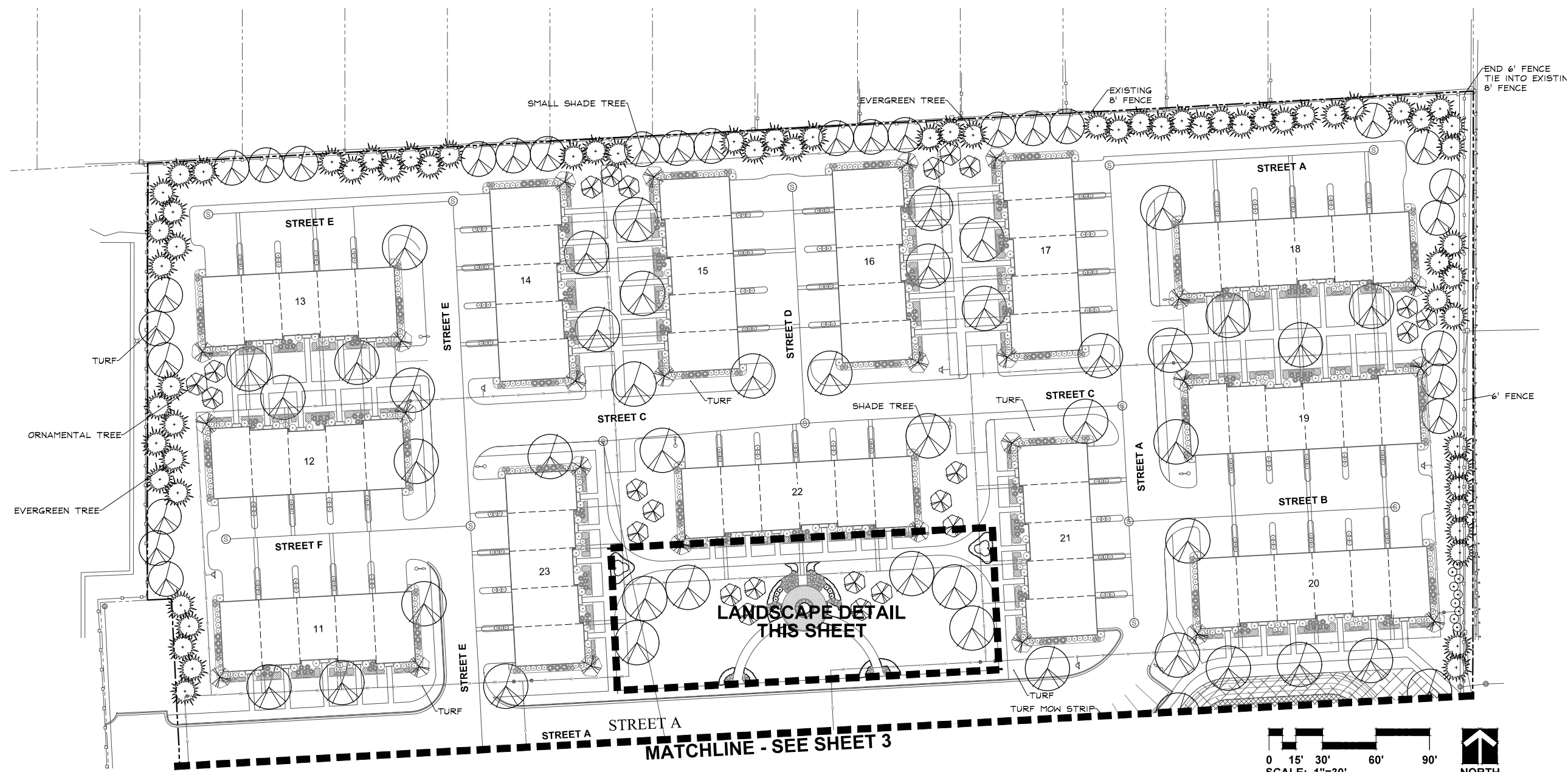




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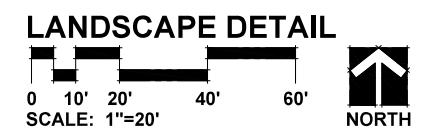
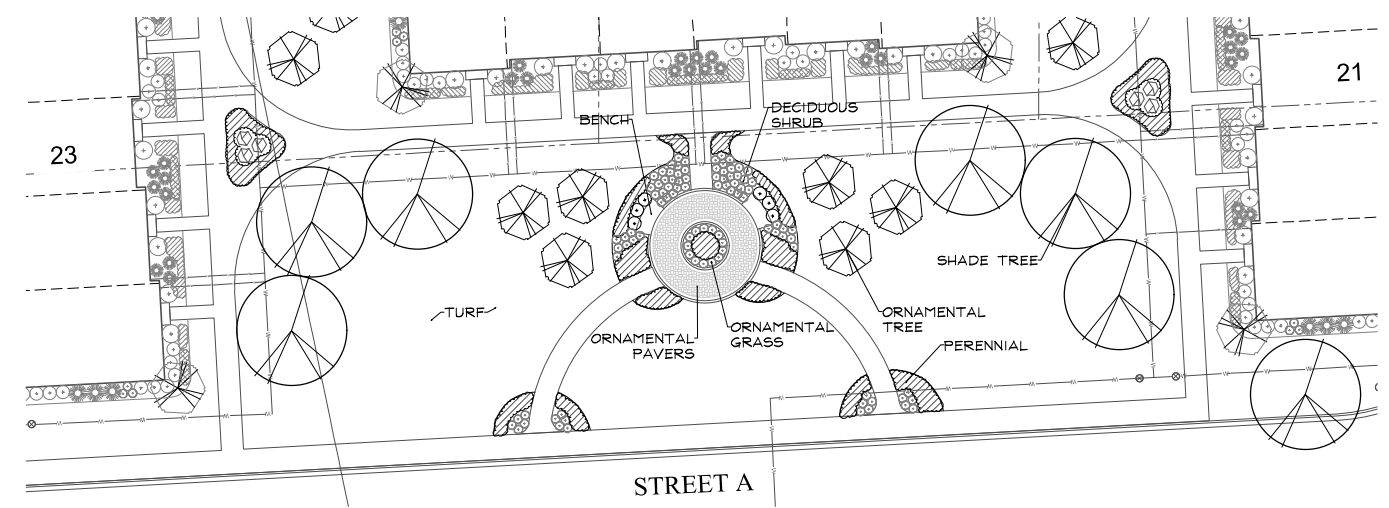
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**HALSTON MARKET**  
 DES PLAINES, ILLINOIS  
**LANDSCAPE PLAN**



**NATIVE AREA LEGEND**

Key	Description
	EMERGENT PLANTINGS
	WET MEADOW SEED MIX
	LOW PROFILE PRAIRIE SEED MIX



01 07.01.2021  
 REVISIONS

DATE 5.21.2021  
 PROJECT NO. M20179  
 DRAWN JLT  
 CHECKED MGM  
 SHEET NO.



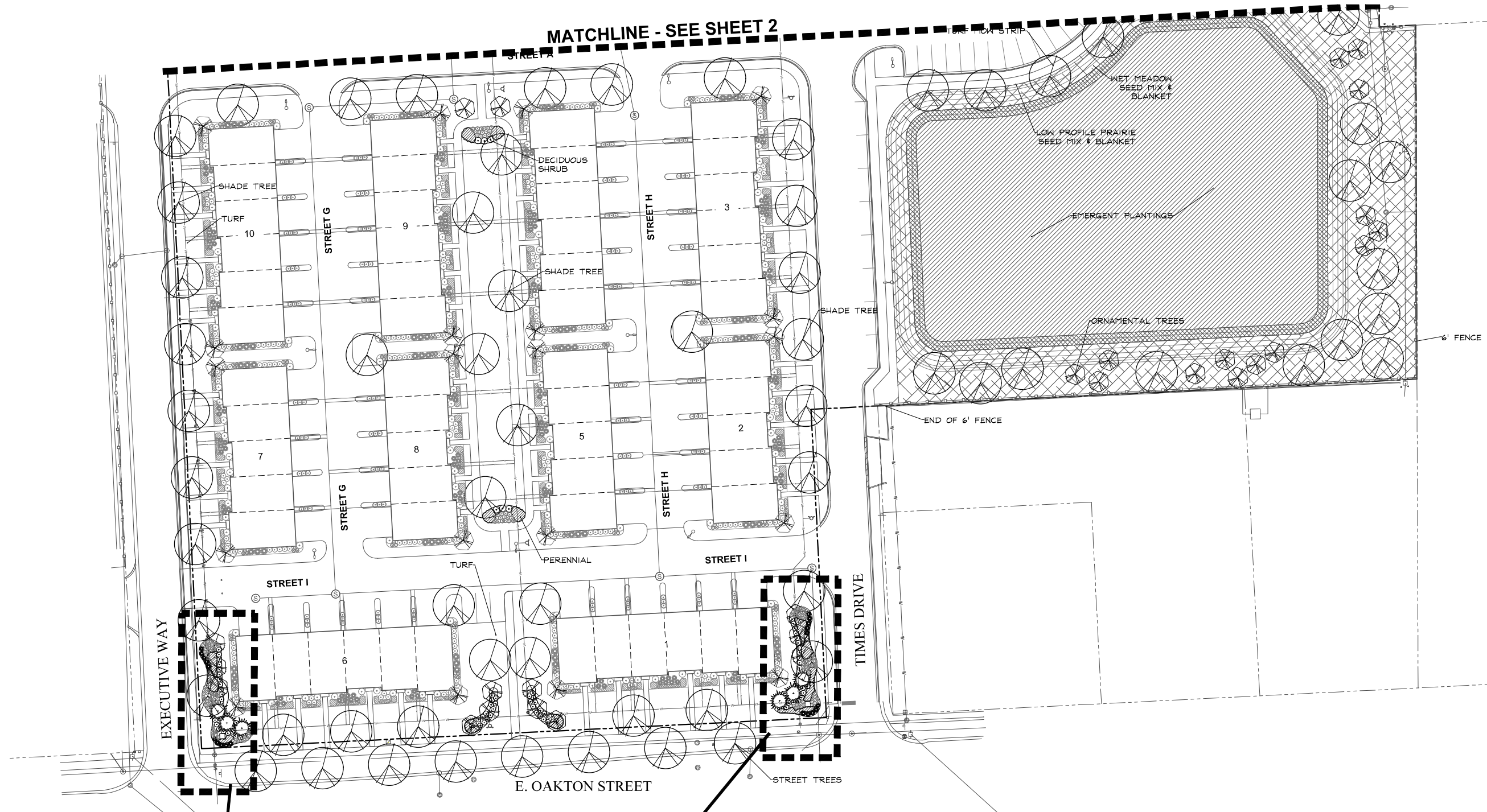




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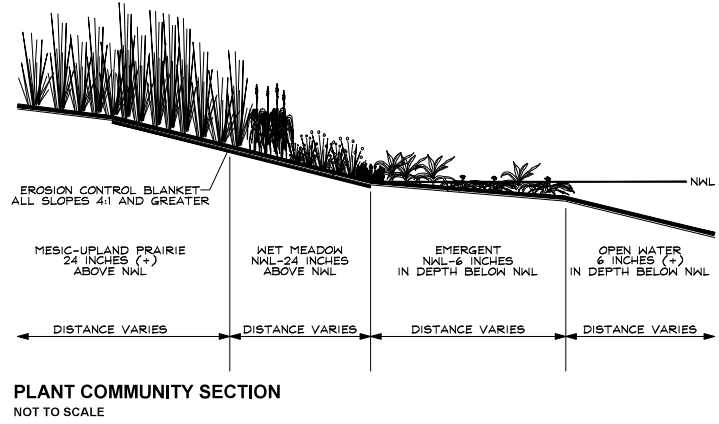
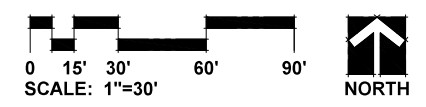
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**CAGE CIVIL ENGINEERING**  
 3110 WOODCREEK DRIVE  
 DOWNERS GROVE, IL 60515

**HALSTON MARKET**  
 DES PLAINES, ILLINOIS  
**LANDSCAPE PLAN**



WEST PIER MONUMENT SEE  
 DETAIL SHEET 5

EAST PIER MONUMENT SEE  
 DETAIL SHEET 5



**NATIVE AREA LEGEND**

Key	Description
	EMERGENT PLANTINGS
	WET MEADOW SEED MIX
	LOW PROFILE PRAIRIE SEED MIX

01 07.01.2021  
 REVISIONS

DATE 5.21.2021  
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**HALSTON MARKET**  
 DES PLAINES, ILLINOIS  
 TYPICAL FOUNDATION LANDSCAPE PLANS

01 07.01.2021  
 REVISIONS

DATE 5.21.2021  
 PROJECT NO. M20179  
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**4 OF 7**



**5 UNIT FOUNDATION PLAN (SOUTH/WEST FACING) PLANT LIST**

Botanical/Common Name	Size	Remarks
<b>ORNAMENTAL TREES</b>		
Amelanchier x grandiflora APPLE SERVICEBERRY	6' Ht.	Clump form
Cornus mas CORNELIANCHERRY DOGWOOD	6' Ht.	Clump form
<b>DECIDUOUS SHRUBS</b>		
Foraythia x intermedia 'New Hampshire Gold' NEW HAMPSHIRE GOLD FORSYTHIA	36" Tall	5' O.C.
Weigela x 'Dark Horse' DARK HORSE WEIGELA	24" Wide	4' O.C.
Hydrangea paniculata 'Bulk' QUICKFIRE HYDRANGEA	36" Tall	4' O.C.
Syringa meyeri 'Palibin' DWARF KOREAN LILAC	24" Tall	4' O.C.
Viburnum dentatum ARROWWOOD VIBURNUM	36" Tall	5' O.C.
<b>EVERGREEN SHRUBS</b>		
Pinus mugo 'Stoumound' DWARF MOUNTAIN PINE	24" Wide	4' O.C.
Buxus 'Glencoe' CHICAGOLAND GREEN BOXWOOD	24" Wide	4' O.C.
<b>ORNAMENTAL GRASSES</b>		
Miscanthus sinensis 'Purpurascens' PURPLE MAIDEN GRASS	#1	24" O.C.
Sporobolus heterolepis PRAIRIE DROPS EED	#1	18" O.C.
<b>PERENNIALS</b>		
Liriope muscari 'Big Blue' BIG BLUE LILYTURF	#1	18" O.C.
Sedum 'Autumn Joy' AUTUMN JOY SEDUM	#1	18" O.C.
Achillea millefolium 'Belviolet' NEW VINTAGE VIOLET YARROW	#1	12" O.C.
<b>GROUNDCOVERS</b>		
Vinca minor 'Dart's Blue' DART'S BLUE PERIWINKLE	#SP4	12" O.C.

**6 UNIT FOUNDATION PLAN (SOUTH/WEST FACING) PLANT LIST**

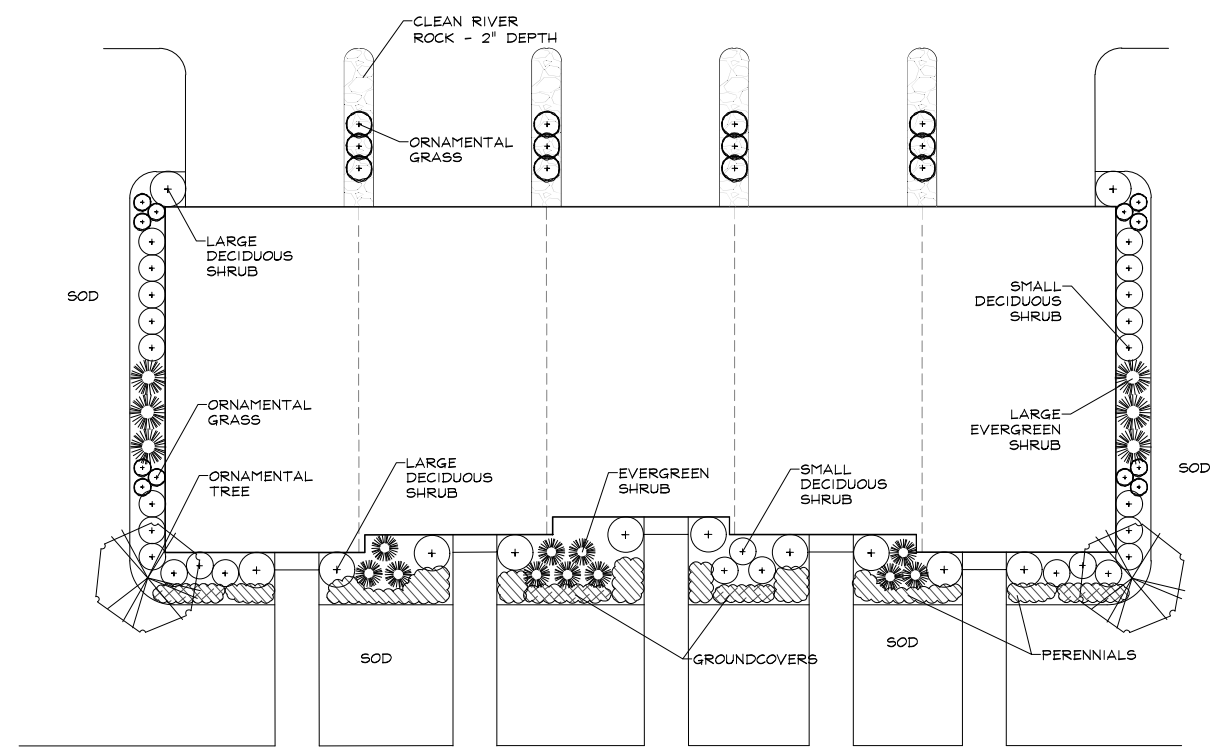
Botanical/Common Name	Size	Remarks
<b>ORNAMENTAL TREES</b>		
Amelanchier x grandiflora APPLE SERVICEBERRY	6' Ht.	Clump form
Cornus mas CORNELIANCHERRY DOGWOOD	6' Ht.	Clump form
<b>DECIDUOUS SHRUBS</b>		
Foraythia x intermedia 'New Hampshire Gold' NEW HAMPSHIRE GOLD FORSYTHIA	36" Tall	5' O.C.
Foraythia 'nimbus' SHOW OFF SUGAR BABY FORSYTHIA	24" Tall	4' O.C.
Hydrangea paniculata 'Bulk' QUICKFIRE HYDRANGEA	36" Tall	4' O.C.
Weigela florida 'Bokrasopin' SONIC BLOOM PINK WEIGELA	24" Tall	4' O.C.
Cotinus coccinea 'NCCO!' WINECRAFT BLACK SMOKEBUSH	36" Tall	5' O.C.
<b>EVERGREEN SHRUBS</b>		
Pinus mugo 'Stoumound' DWARF MOUNTAIN PINE	24" Wide	4' O.C.
Buxus 'Glencoe' CHICAGOLAND GREEN BOXWOOD	24" Wide	4' O.C.
<b>ORNAMENTAL GRASS</b>		
Miscanthus sinensis 'Purpurascens' PURPLE MAIDEN GRASS	#1	24" O.C.
Sporobolus heterolepis PRAIRIE DROPS EED	#1	18" O.C.
<b>PERENNIALS</b>		
Phlox 'Forever Pink' FOREVER PINK PHLOX	#1	12" O.C.
Liriope muscari 'Big Blue' BIG BLUE LILYTURF	#1	18" O.C.
Hemerocallis 'Rosy Returns' ROSY RETURNS DAYLILY	#1	18" O.C.
<b>GROUNDCOVERS</b>		
Vinca minor 'Dart's Blue' DART'S BLUE PERIWINKLE	#SP4	12" O.C.

**5 UNIT FOUNDATION PLAN (NORTH/EAST FACING) PLANT LIST**

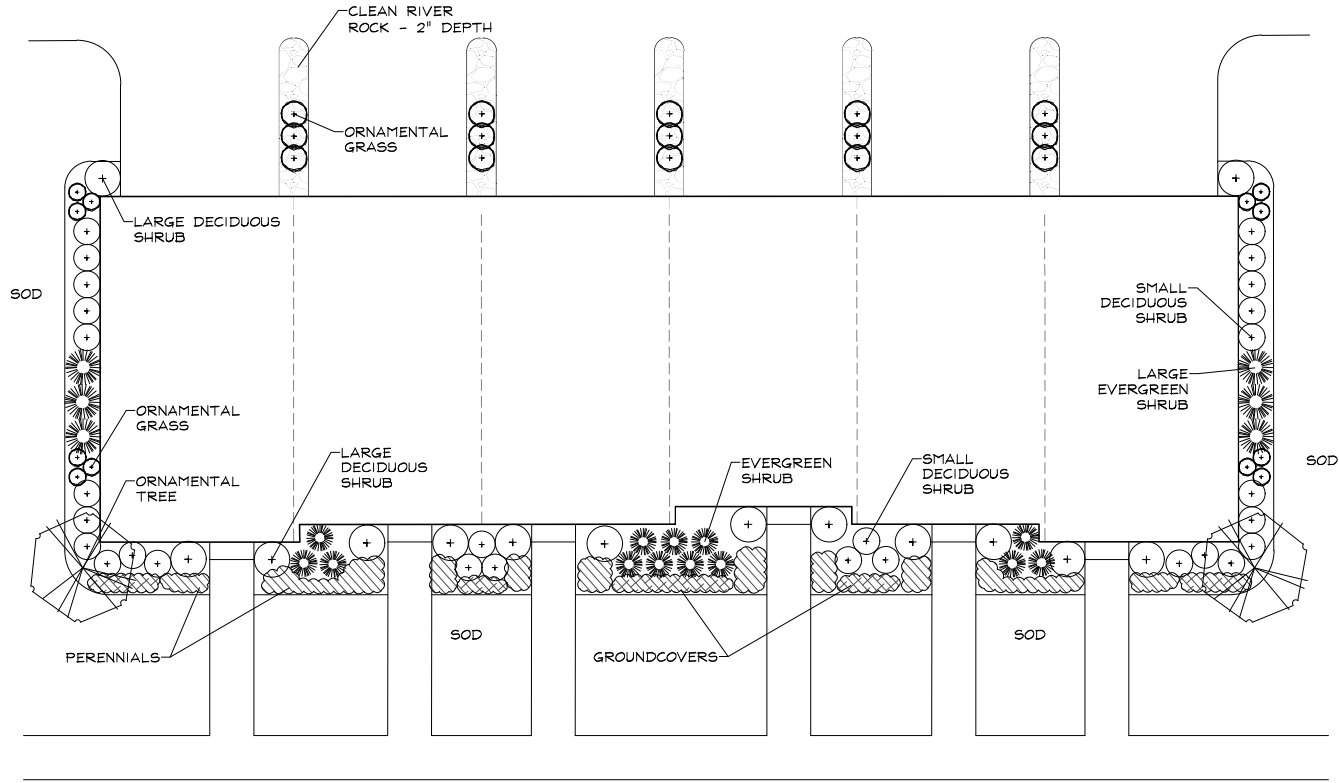
Botanical/Common Name	Size	Remarks
<b>ORNAMENTAL TREES</b>		
Malus 'Jewelcole' RED JEWEL CRABAPPLE	6' Ht.	Clump form
Magnolia stellata 'Royal Star' ROYAL STAR MAGNOLIA	6' Ht.	Clump form
<b>DECIDUOUS SHRUBS</b>		
Cornus sericea 'Bailey' BAILEY'S REDTWIG DOGWOOD	36" Tall	5' O.C.
Rhus aromatica 'Gro-Low' GRO-LOW SUMAC	24" Wide	4' O.C.
Hydrangea quercifolia 'Alice' OAKLEAF HYDRANGEA	36" Tall	4' O.C.
Syringa meyeri 'Palibin' DWARF KOREAN LILAC	24" Tall	4' O.C.
Viburnum 'Juddii' JUDD VIBURNUM	36" Tall	5' O.C.
<b>EVERGREEN SHRUBS</b>		
Juniperus sabina 'Blue Forest' BLUE FOREST JUNIPER	24" Wide	4' O.C.
Taxus x media 'Densiflora' DENSE YEW	24" Wide	4' O.C.
<b>ORNAMENTAL GRASSES</b>		
Calamagrostis acutiflora 'Karl Foerster' FEATHER REED GRASS	#1	24" O.C.
Pennisetum alopecuroides 'Hameln' DWARF FOUNTAIN GRASS	#1	24" O.C.
<b>PERENNIALS</b>		
Hemerocallis 'Happy Returns' HAPPY RETURNS DAYLILY	#1	18" O.C.
Hosta 'Patriot' PATRIOT HOSTA	#1	18" O.C.
Heuchera 'Palace Purple' PALACE PURPLE CORAL BELLS	#1	18" O.C.
<b>GROUNDCOVERS</b>		
Euonymus fortunei var. 'Coloratus' PURPLELEAF WINTERCREEPER	#SP4	12" O.C.

**6 UNIT FOUNDATION PLAN (NORTH/EAST FACING) PLANT LIST**

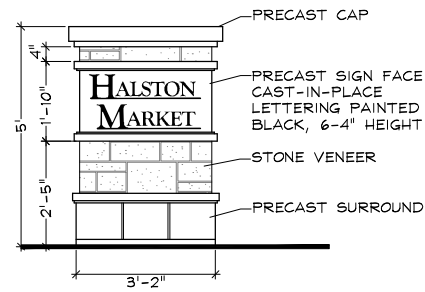
Botanical/Common Name	Size	Remarks
<b>ORNAMENTAL TREES</b>		
Malus 'Jewelcole' RED JEWEL CRABAPPLE	6' Ht.	Clump form
Magnolia stellata 'Royal Star' ROYAL STAR MAGNOLIA	6' Ht.	Clump form
<b>DECIDUOUS SHRUBS</b>		
Cornus sericea 'Bailey' BAILEY'S REDTWIG DOGWOOD	36" Tall	5' O.C.
Aronia melanocarpa 'Morton' IROQUOIS BEAUTY CHOKEBERRY	24" Tall	3' O.C.
Hydrangea quercifolia 'Alice' OAKLEAF HYDRANGEA	36" Tall	4' O.C.
Syringa meyeri 'Palibin' DWARF KOREAN LILAC	24" Tall	4' O.C.
Viburnum 'Juddii' JUDD VIBURNUM	36" Tall	5' O.C.
<b>EVERGREEN SHRUBS</b>		
Juniperus sabina 'Blue Forest' BLUE FOREST JUNIPER	24" Wide	4' O.C.
Taxus x media 'Densiflora' DENSE YEW	24" Wide	4' O.C.
<b>ORNAMENTAL GRASSES</b>		
Calamagrostis acutiflora 'Karl Foerster' FEATHER REED GRASS	#1	24" O.C.
Pennisetum alopecuroides 'Hameln' DWARF FOUNTAIN GRASS	#1	24" O.C.
<b>PERENNIALS</b>		
Hemerocallis 'Happy Returns' HAPPY RETURNS DAYLILY	#1	18" O.C.
Hosta 'Patriot' PATRIOT HOSTA	#1	18" O.C.
Heuchera 'Georgia Peach' GEORGIA PEACH CORAL BELLS	#1	18" O.C.
<b>GROUNDCOVERS</b>		
Euonymus fortunei var. 'Coloratus' PURPLELEAF WINTERCREEPER	#SP4	12" O.C.



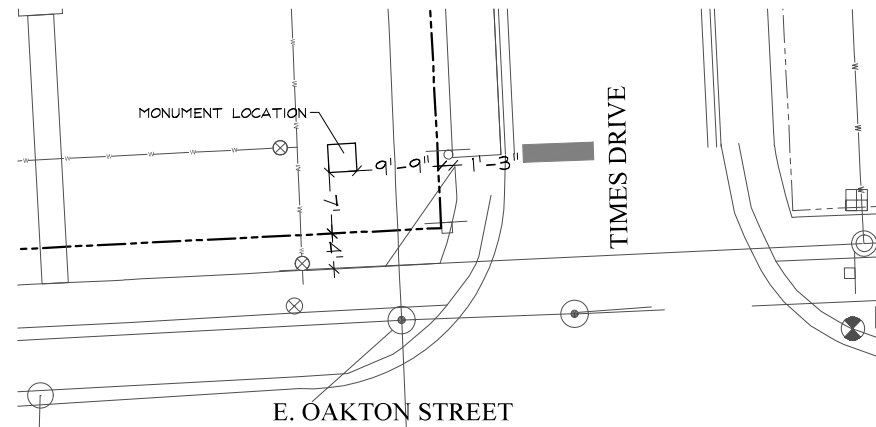
**TYPICAL 5 UNIT TOWNHOME FOUNDATION PLAN**  
 SCALE: 1"=10'



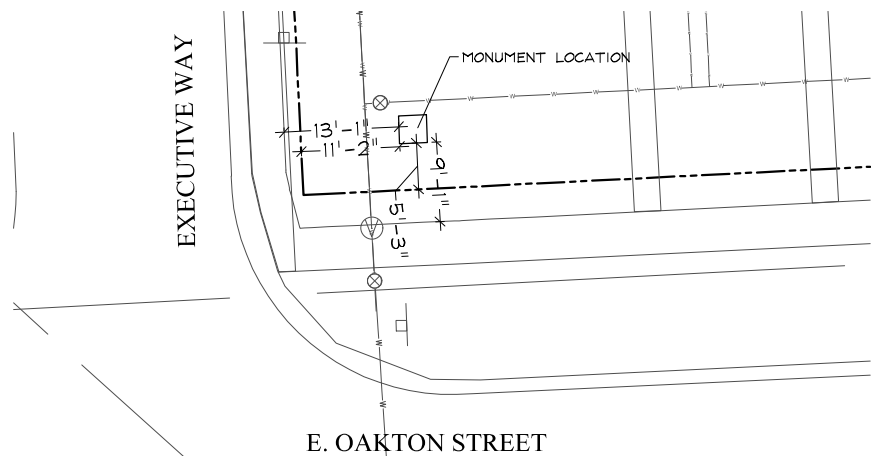
**TYPICAL 6 UNIT TOWNHOME FOUNDATION PLAN**  
 SCALE: 1"=10'



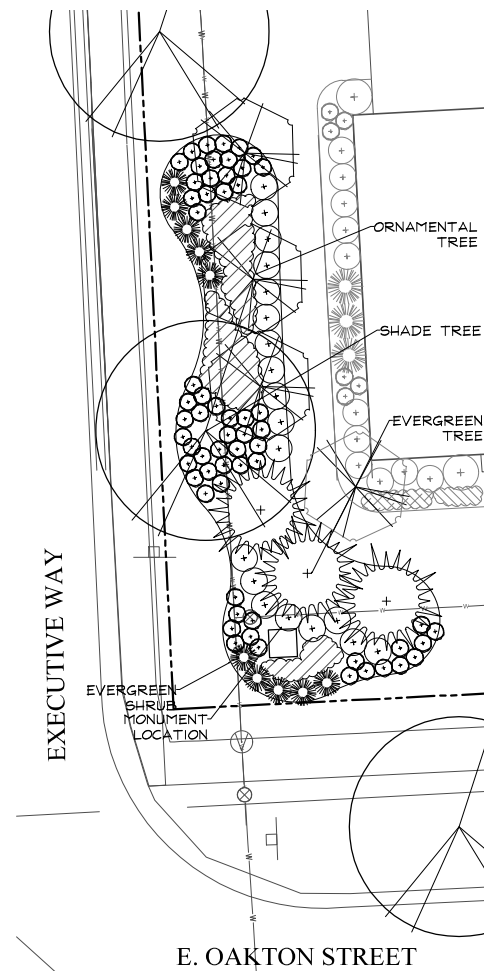
**MONUMENT ELEVATION**  
SCALE: 1/2"=1'-0"



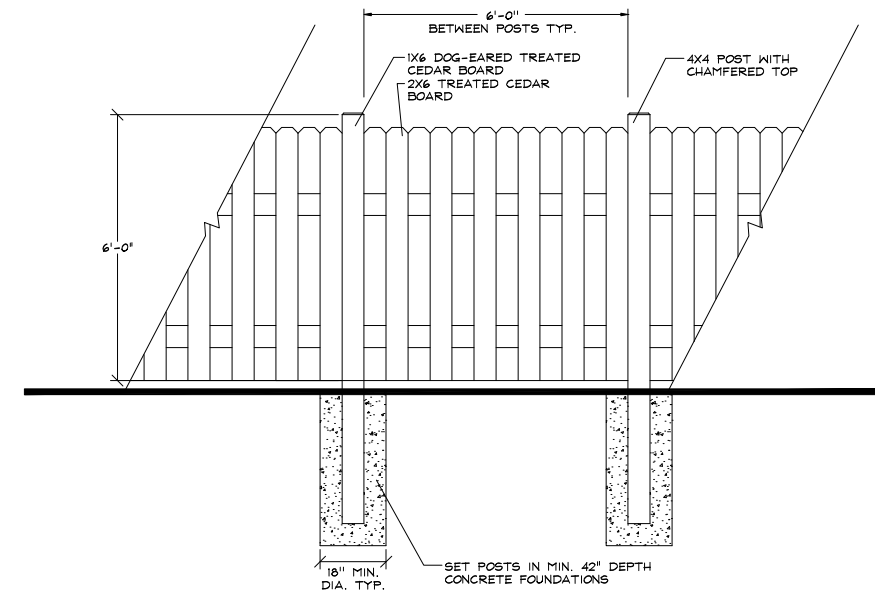
**EAST MONUMENT LAYOUT DETAIL**  
SCALE: 1"=10'  
NORTH



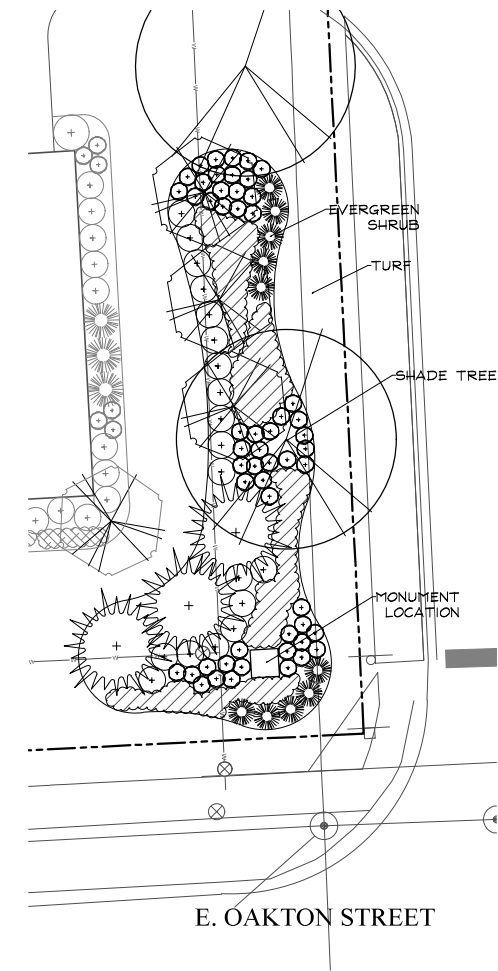
**WEST MONUMENT LAYOUT DETAIL**  
SCALE: 1"=10'  
NORTH



**WEST MONUMENT LANDSCAPE DETAIL**  
SCALE: 1"=10'



**6' FENCE DETAIL**  
SCALE: 1/2"=1'-0"



**EAST MONUMENT LANDSCAPE DETAIL**  
SCALE: 1"=10'

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**HALSTON MARKET**  
DES PLAINES, ILLINOIS  
**MONUMENT DETAILS**

01	07.01.2021
REVISIONS	

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PROJECT NO.	M20179
DRAWN	JLT
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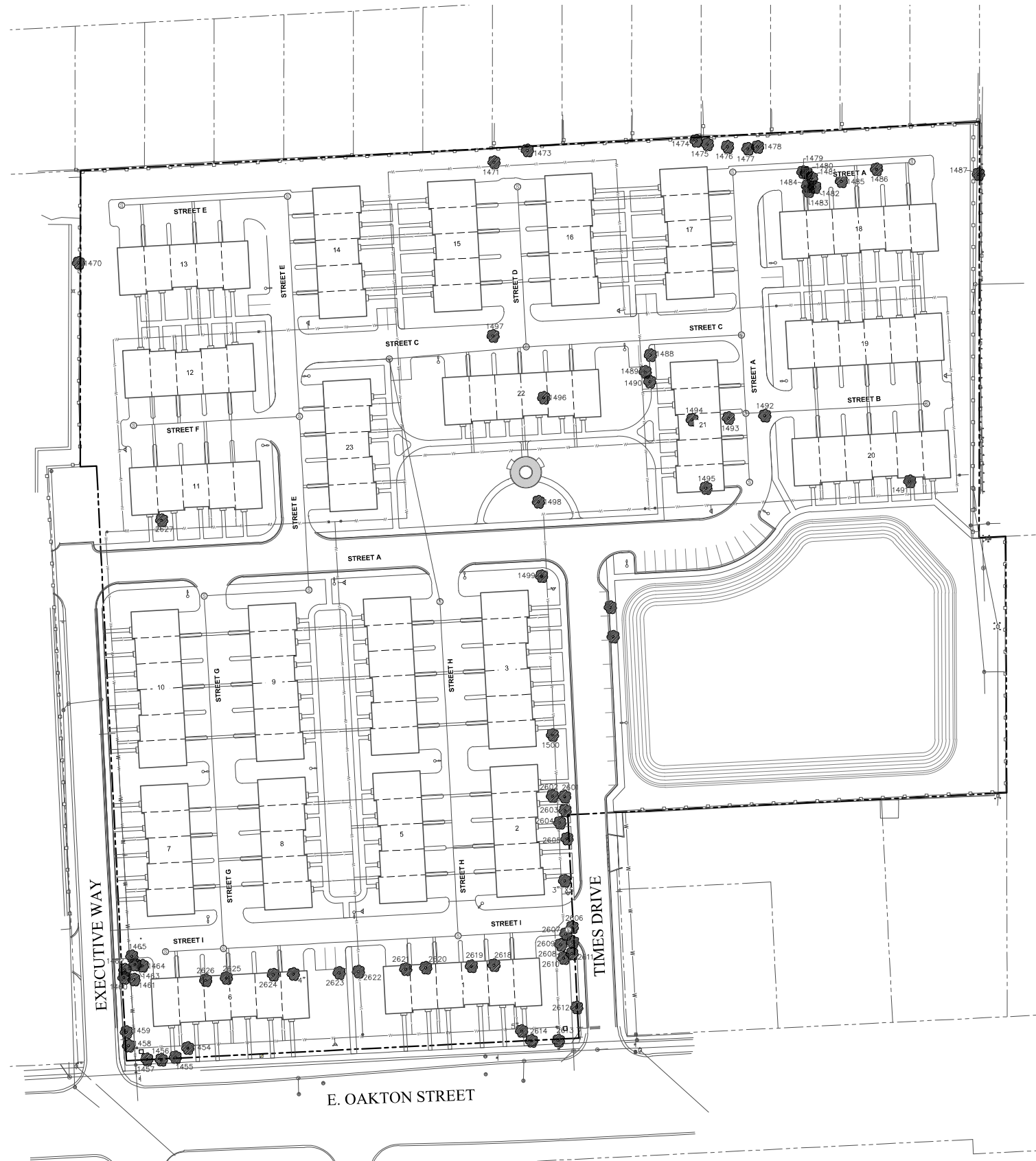


**TREE INVENTORY**

TAG NO.	SCIENTIFIC NAME	COMMON NAME	DBH (inches)	RATING	NOTES	ACTION
1454	<i>Picea abies</i>	Norway Spruce	14	Poor	Crowded	Remove
1455	<i>Acer platanoides</i>	Norway Maple	22	Fair	Leaning	Remove
1456	<i>Picea abies</i>	Norway Spruce	18	Poor	Leaning	Remove
1457	<i>Picea abies</i>	Norway Spruce	9	Poor	Dead limbs	Remove
1458	<i>Picea abies</i>	Norway Spruce	10	Poor	Crowded	Remove
1459	<i>Picea abies</i>	Norway Spruce	10	Poor	Trunk	Remove
1460	<i>Acer saccharinum</i>	Silver Maple	28	Poor	Dead crown	Remove
1461	<i>Picea abies</i>	Norway Spruce	19	Poor	Leaning	Remove
1462	<i>Picea abies</i>	Norway Spruce	8	Poor	Crowded	Remove
1463		Dead		Dead		Remove
1464	<i>Picea abies</i>	Norway Spruce	12	Fair	Crowded	Remove
1465	<i>Picea abies</i>	Norway Spruce	18	Fair	Leaning	Remove
1466	<i>Picea abies</i>	Norway Spruce	10	Poor	Leaning	Remove
1467	<i>Acer saccharinum</i>	Silver Maple	26	Poor	Leaning	Remove
1468	<i>Salix nigra</i>	Black Willow	10, 14, 8	Poor	Split risk	Remove
1468	<i>Acer saccharinum</i>	Silver Maple	34	Fair	Dead limbs	Remove
1470	<i>Ulmus americana</i>	American Elm	28	Poor	Dead limbs	Remove
1471	<i>Ulmus americana</i>	American Elm	42	Fair	Unbalanced	Remove
1473	<i>Populus deltoides</i>	Eastern Cottonwood	38, 40	Poor	Dead limbs, leaning	Remove
1474	<i>Populus deltoides</i>	Eastern Cottonwood	60	Fair	Split risk	Remove
1475	<i>Populus deltoides</i>	Eastern Cottonwood	18	Poor	Leaning	Remove
1476	<i>Populus deltoides</i>	Eastern Cottonwood	24, 25	Poor	Split risk	Remove
1477	<i>Populus deltoides</i>	Eastern Cottonwood	20	Poor	Leaning	Remove
1478	<i>Populus deltoides</i>	Eastern Cottonwood	10, 22	Poor	Split risk	Remove
1479	<i>Populus deltoides</i>	Eastern Cottonwood	22	Poor	Leaning	Remove
1480	<i>Populus deltoides</i>	Eastern Cottonwood	26, 22, 12	Poor	Split risk	Remove
1481	<i>Populus deltoides</i>	Eastern Cottonwood	9, 10	Poor	Split risk	Remove
1482	<i>Populus deltoides</i>	Eastern Cottonwood	22	Fair	Leaning	Remove
1483	<i>Populus deltoides</i>	Eastern Cottonwood	28, 14	Poor	Split risk	Remove
1484	<i>Populus deltoides</i>	Eastern Cottonwood	22, 12	Poor	Split risk	Remove
1485	<i>Populus deltoides</i>	Eastern Cottonwood	28	Fair	Leaning	Remove
1486	<i>Populus deltoides</i>	Eastern Cottonwood	30	Poor	Leaning	Remove
1487	<i>Ulmus americana</i>	American Elm	42	Poor	Split risk	Remove
1488	<i>Carpinus caroliniana</i>	American Hornbeam	6	Poor	Split risk	Remove
1489	<i>Carpinus caroliniana</i>	American Hornbeam	10	Poor	Split risk	Remove
1490	<i>Carpinus caroliniana</i>	American Hornbeam	8, 8	Poor	Split risk	Remove
1491	<i>Tilia cordata</i>	Little Leaf Linden	20	Good		Remove
Flagged	<i>Acer saccharinum</i>	Silver Maple	16	Fair	Unbalanced	Remove
1492	<i>Gleditsia triacanthos</i>	Honey Locust	22	Poor	Leaning	Remove
1493	<i>Gleditsia triacanthos</i>	Honey Locust	28	Fair	Unbalanced	Remove
1494	<i>Gleditsia triacanthos</i>	Honey Locust	28	Good		Remove
1495	<i>Acer saccharinum</i>	Silver Maple	18	Poor	Split risk	Remove
1496	<i>Morus rubra</i>	Red Mulberry	28	Poor	Unbalanced	Remove
1497	<i>Juniperus virginiana</i>	Eastern Red Cedar	20	Fair	Fair	Remove
1498	<i>Betula populifolia</i>	White Spire Birch	6, 6, 4	Poor	Split risk	Remove
1499	<i>Picea abies</i>	Norway Spruce	12	Fair	Dead limbs	Remove
Not Tagged	<i>Tilia cordata</i>	Little Leaf Linden	10	Fair	Not tagged due to fencing; across street from 1495	Remove
Not Tagged	<i>Tilia cordata</i>	Little Leaf Linden	10	Fair	Not tagged due to fencing; across street from 1495	Remove
1500	<i>Picea abies</i>	Norway Spruce	8, 10	Poor	Split risk	Remove
2601	<i>Acer saccharinum</i>	Silver Maple	14	Poor	Leaning; Dead limbs	Remove
2602	<i>Salix nigra</i>	Black Willow	15	Poor	Crowded	Remove
2603	<i>Picea abies</i>	Norway Spruce	9	Poor	Leaning	Remove
2604	<i>Picea abies</i>	Norway Spruce	12	Poor	Crowded	Remove
2605	<i>Picea abies</i>	Norway Spruce	12	Fair	Crowded	Remove
2606	<i>Picea abies</i>	Norway Spruce	10	Poor	Crowded	Remove
2607	<i>Picea abies</i>	Norway Spruce	10	Poor	Crowded	Remove
2608	<i>Picea abies</i>	Norway Spruce	8	Poor	Crowded	Remove
2609	<i>Salix nigra</i>	Black Willow	12, 10	Poor	Split risk	Remove
2610	<i>Picea abies</i>	Norway Spruce	12	Poor	Leaning	Remove
2611	<i>Acer saccharinum</i>	Silver Maple	18	Fair	Unbalanced	Remove
2612	<i>Picea abies</i>	Norway Spruce	18	Poor	Leaning	Remove
2613	<i>Picea abies</i>	Norway Spruce	18	Fair	Leaning	Remove
2614	<i>Picea abies</i>	Norway Spruce	12, 8, 9	Poor	Split risk	Remove
2615	<i>Gleditsia triacanthos</i>	Honey Locust	18	Fair	Leaning	Remove
2616	<i>Gleditsia triacanthos</i>	Honey Locust	14	Fair	Unbalanced	Remove
2617	<i>Gleditsia triacanthos</i>	Honey Locust	12	Good		Remove
2618	<i>Gleditsia triacanthos</i>	Honey Locust	6	Fair	Unbalanced	Remove
2619	<i>Gleditsia triacanthos</i>	Honey Locust	6	Fair	Crowded	Remove
2620	<i>Tilia cordata</i>	Little Leaf Linden	8	Fair	Crowded	Remove
2621	<i>Tilia cordata</i>	Little Leaf Linden	6	Poor	Remove	Remove
2622	<i>Gleditsia triacanthos</i>	Honey Locust	6	Poor	Unbalanced	Remove
2623	<i>Gleditsia triacanthos</i>	Honey Locust	7	Fair	Unbalanced	Remove
2624	<i>Tilia cordata</i>	Little Leaf Linden	6	Poor	Dead limbs	Remove
2625	<i>Gleditsia triacanthos</i>	Honey Locust	7	Fair	Leaning	Remove
2626	<i>Gleditsia triacanthos</i>	Honey Locust	9	Good		Remove
2627	<i>Picea abies</i>	Norway Spruce	18	Poor	Leaning	Remove

- 1) Trees measured at 4.5 above the ground- DBH (diameter Breast Height)
- 2) All trees 6" DBH and above tagged. Dead trees (greater than 90% dead wood), shrubs, and clump form ornamental trees were not tagged
- 3) Health Rating:  
 Good- Less than 20% dead wood and sound structure  
 Fair- 20-60% dead wood, unsound structure, minor signs of disease  
 Poor- 60-90% dead wood, structural damage, heavy signs of disease  
 Dead- Greater than 90% dead wood or dead crown with resprouts only

Tree inventory taken on 02/03/2021



**LEGEND**



**GR WA**  
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**HALSTON MARKET**  
 DES PLAINES, ILLINOIS  
**TREE REMOVAL PLAN**

01	07.01.2021
REVISIONS	

DATE	5.21.2021
PROJECT NO.	MZ0179
DRAWN	JLT
CHECKED	MGM
SHEET NO.	



LANDSCAPE WORK PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

The work shall consist of furnishing, transporting and installing all seeds, plants and other materials required for:

- The establishment of trees, shrubs, perennial, annual, and lawn areas as shown on Landscape Plan;
- The provision of post-planting management as specified herein;
- Any remedial operations necessary in conformance with the plans as specified in this document;
- Permits which may be required.

1.2 QUALITY ASSURANCE

A. Work shall conform to State of Illinois Horticultural Standards and local municipal requirements.

B. Quality Control Procedures:

- Ship landscape materials with certificates of inspection as required by governmental authorities. Comply with governing regulations applicable to landscape materials.
- Do not make substitutions. If specified landscape material is not obtainable, submit to Landscape Architect proof of non-availability and proposal for use of equivalent material. Landscape Architect shall secure approval from the City of Batavia for substitutions by submitting an excerpt of the appropriate plan sheet or replacement plan sheet proposing the substitution to the City of Batavia for review.
- Analysis and Standards: Package standard products with manufacturer's certified analysis.

1.3 SUBMITTALS

A. Planting Schedule

Submit three (3) copies of the proposed planting schedule showing dates for each type of planting

B. Maintenance Instruction - Landscape Work

Submit two (2) copies of typewritten instructions recommending procedures to be established by the Owner for the maintenance of landscape work for one full year. Submit prior to expiration of required maintenance periods.

Instructions shall include: watering, fertilizing, spraying, mulching and pruning for plant material and trimming groundcover. Instructions for watering, fertilizing and mowing grass areas shall be provided ten (10) days prior to request for inspection for final acceptance. Landscape Architect shall receive copies of all instructions when issued.

C. Submit two (2) copies of soil test of existing topsoil with recommendations for soil additive requirement to Landscape Architect for review and written approval.

D. Submit two (2) samples of shredded hardwood bark mulch, erosion control blankets, and all other products and materials as specified on plans to Landscape Architect for review and written approval.

E. Nursery packing lists indicating the species and quantities of material installed must be provided to the Owner and/or City upon request.

1.4 JOB CONDITIONS

A. Examine and evaluate grades, soils and water levels. Observe the conditions under which work is to be performed and notify Landscape Architect of unsatisfactory conditions. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

B. Utilities: Review underground utility location maps and plans; notify local utility location service; demonstrate an awareness of utility locations; and certify acceptance of liability for the protection of utilities during course of work. Contractor shall be responsible for any damage to utilities or property.

C. Excavation: When conditions detrimental to plant growth are encountered such as rubble fill, adverse drainage conditions or obstructions, notify Landscape Architect before planting.

1.5 GUARANTEES

A. Guarantee seeded and sodded areas through the specified maintenance period and until final acceptance.

B. Guarantee trees, shrubs, groundcover and perennials for a period of one year after date of acceptance against defects including death and unsatisfactory growth, except for defects resulting from neglect by Owner, abuse or damage by others or unusual phenomena or incidents which are beyond Landscape Installer's control.

LANDSCAPE WORK PART 2 - PLANT MATERIALS

2.1 LAWN SOD

Provide strongly rooted sod, not less than two (2) years old and free of weeds and undesirable native grasses. Provide only sod capable of growth and development when planted (viable, not dormant) and in strips not more than 18" wide x 4' long. Provide sod composed of a 5-way blend of Kentucky Bluegrass such as: Midnight, Allure, Viva, Washington, Liberty.

2.2 LAWN SEED MIXTURE

Grass Seed: Provide fresh, clean, new crop seed complying with the tolerance for purity and germination established by the Official Seed Analysts of North America. Provide seed of the grass species, proportions and maximum percentage of weed seed, as specified.

- A. Lawn Seed Mixture - 5 lbs./1,000 sq. ft.
- 50% Kentucky Bluegrass 98/85
  - 15% Cutter Perennial Ryegrass
  - 10% Spartan Hard Fescue
  - 10% Edge Perennial Ryegrass
  - 10% Express Perennial Ryegrass
  - 5% Pennlawn Creeping Red Fescue

B. Low Mow Fescue Seed Mix

Common Name	lbs./AC
Discovery Hard Fescue	75.000
Tiffany Cheewing Fescue	75.000
Florentine Creeping Red Fescue	75.000
Bighorn Sheeps Fescue	75.000
Total:	300.000

A. Emergent Plantings - Shoreline edge and Planting shelf 4" deep - 12" deep

Botanical Name	Common Name	lbs./AC	Plugs/AC
Acorus calamus	Sweet Flag	0.500	494
Alisma subcordatum	Water Plantain	1.250	
Eleocharis obtusa	Blunt Spike Rush	0.375	
Eleocharis palustris	Marsh Spike Rush	0.375	
Glyceria grandis	Reed Manna Grass	0.375	
Hibiscus laevis	Rose Mallow	0.250	
Iris virginica shrevei	Blue Flag	0.500	494
Juncus effusus	Common Rush	0.500	
Leersia oryzoides	Rice Cut Grass	1.250	494
Pontederia cordata	Pickersweed	0.250	494
Sagittaria latifolia	Common Arrowhead	1.250	494
Scirpus acutus	Hardstem Bulrush	0.250	988
Scirpus pungens	Chairmakers Rush	0.250	988
Scirpus validus	Great Bulrush	0.250	988
Sparganium eurycarpum	Bur Reed	1.000	988
Total:		8.625	5434

Note: If emergent zone is permanently flooded seeding will be impossible and live plugs shall be installed at the specified rate. Plugs are specified at a standard 38 cell flat and shall measure 2.25" x 5" with a volume of 11.30 inches. Substitution of plug size must be approved by the Landscape Architect prior to installation.

B. Wet Meadow Seed Mixture - Lower slopes of basin

Botanical Name	Common Name	lbs./AC
Grasses and Sedges		
Carex bebbii	Bebbs Oval Sedge	0.250
Carex bicknellii	Bicknell's Sedge	0.250
Carex brevior	Plains Oval Sedge	0.250
Carex cristatella	Crested Oval Sedge	0.150
Carex molesta	Field Oval Sedge	0.250
Carex normalis	Spreading Oval Sedge	0.250
Carex scarparia	Pointed Broom Sedge	0.190
Carex stipata	Common Fox Sedge	0.250
Carex vulpinoidea	Brown Fox Sedge	0.250
Elymus virginicus	Virginia Wild Rye	3.000
Glyceria striata	Fault marsh grass	0.130
Juncus dudleyi	Dudleys Rush	0.003
Juncus torreyi	Torreys Rush	0.005
Panicum virgatum	Switch Grass	1.000
Scirpus atrovirens	Dark Green Rush	0.060
Scirpus cyperinus	Wool Grass	0.015
Total Grasses and Sedges:		6.303

Wildflowers/Broadleaves

Asclepias incarnata	Swamp Milkweed	0.500
Bidens cernua	Nodding Bur Marigold	0.190
Boltonia asteroides	False Aster	0.031
Chamaecrista fasciculata	Partridge pea	1.000
Euthamia graminifolia	Grossleaved Goldenrod	0.025
Eupatorium perfoliatum	Common Boneset	0.015
Helenium autumnale	Sneezeweed	0.063
Iris virginica shrevei	Blue Flag	1.500
Loebelia siphilitica	Great Blue Lobelia	0.031
Mimulus ringens	Monkey Flower	0.025
Symphoricarpos novae-angliae	New England Aster	0.250
Pycnanthemum virginianum	Common Mountain Mint	0.063
Rudbeckia fulgida var. sullivantii	Showy Black-Eyed Susan	0.250
Zizia aurea	Golden Alexanders	0.050
Total Wildflowers/Broadleaves:		3.97
Total Wet Meadow Seed Mixture:		10.27

C. Low Profile Prairie With Flowers Seed Mixture - Upper Basin Slopes

Botanical Name	Common Name	lbs./AC
Grasses		
Bouteloua curtipendula	Side Oats Grama	8.000
Panicum virgatum	Prairie Switch Grass	0.125
Elymus canadensis	Prairie Wild Rye	1.000
Schizachyrium scoparium	Little Blue Stem	6.000
Total Grasses:		15.125

Wildflowers/Broadleaves

Allium cernuum	Nodding Wild Onion	0.190
Amorpha canescens	Lead Plant	0.125
Asclepias tuberosa	Butterflyweed	0.500
Asclepias verticillata	Whorled Milkweed	0.063
Astragalus canadensis	Canada Milk Vetch	0.063
Coneopsis palmata	Prairie Coneopsis	0.025
Echinacea pallida	Pale Purple Coneflower	1.000
Echinacea purpurea	Purple Coneflower	0.500
Eryngium yuccifolium	Rattlesnake Master	0.125
Lespedeza capitata	Round-Headed Bush Clover	0.125
Liatris ospens	Rough Blazing Star	0.250
Liatris pycnostachya	Prairie Blazing Star	0.188
Monarda fistulosa	Prairie Bergamot	0.063
Parthenium integrifolium	Wild Quinine	0.016
Penstemon digitalis	Foxglove Beardtongue	0.125
Petalostemum candidum	White Prairie Clover	0.125
Petalostemum purpureum	Purple Prairie Clover	0.156
Potentilla arguta	Prairie Cinquefoil	0.031
Pycnanthemum tenuifolium	Slender Mt. Mint	0.031
Ratibida pinnata	Yellow Coneflower	0.125
Rudbeckia fulgida var. sullivantii	Showy Black-Eyed Susan	0.500

Rudbeckia hirta	Black-Eyed Susan	0.500
Rudbeckia subtomentosa	Sweet Black-Eyed Susan	0.063
Symphyotrichum laeve	Smooth Blue Aster	0.063
Tradescantia ohniensis	Spiderwort	0.063
Verbena stricta	Hoary Vervain	0.125
Zizia aurea	Golden Alexanders	0.050
Total Wildflowers/Broadleaves:		5.190
Total Lo Pro Prairie Seed Mixture:		20.315

2.3 GROUNDCOVERS, PERENNIALS AND ANNUALS

Provide plants established and well-rooted in removable containers or integral peat pots and with not less than the minimum number and length of runners required by ANSI Z60.1 for the pot size shown or listed.

2.4 TREES AND SHRUBS

A. Name and Variety: Provide nursery grown plant material true to name and variety.

B. Quality: Provide trees, shrubs and other plants complying with the recommendations and requirements of ANSI Z60.1 "Standard for Nursery Stock" and as further specified.

C. Deciduous Trees: Provide trees of height and caliper listed or shown and with branching configuration recommended by ANSI Z60.1 for type and species required. Provide single stem trees except where special forms are shown or listed. Provide balled and burlapped (B#B) deciduous trees.

D. Deciduous Shrubs: Provide shrubs of the height shown or listed and with not less than the minimum number of canes required by ANSI Z60.1 for the type and height of shrub required. Provide balled and burlapped (B#B) deciduous shrubs.

E. Coniferous Evergreen: Provide evergreens of the sizes shown or listed. Dimensions indicate minimum spread for spreading and semi-spreading type evergreens and height for other types. Provide quality evergreens with well-balanced form complying with requirements for other size relationships to the primary dimension shown. Provide balled and burlapped (B#B) evergreen trees and containerized shrubs.

F. Inspection: All plants shall be subject to inspection and review at the place of growth or upon delivery and conformity to specification requirements as to quality, right of inspection and rejection upon delivery at the site or during the progress of the work for size and condition of balls or roots, diseases, insects and latent defects or injuries. Rejected plants shall be removed immediately from the site.

2.5 PLANTING SOIL MIXTURE

Provide planting soil mixture consisting of clean uncompacted topsoil (stockpiled at site) for all planting pits, perennial, annual and groundcover areas. Topsoil shall be conditioned based on any recommendations resulting from the soil test in 1.3.C.

2.6 EROSION CONTROL

A. Erosion Control Blanket: North American Green DS75, or equivalent approved equal.

2.7 MULCH

Provide mulch consisting of shredded hardwood. Provide sample to Landscape Architect for approval prior to ordering materials.

LANDSCAPE WORK PART 3 - EXECUTION

3.1 PLANTING SCHEDULE

At least thirty (30) days prior to the beginning of work in each area, submit a planting schedule for approval by the Landscape Architect.

3.2 PLANTINGS

A. Sodding New Lawns

1. Remove existing grass, vegetation and turf. Dispose of such material legally off-site, do not turn over into soil being prepared for lawns.

2. Till to a depth of not less than 6"; apply soil amendments as needed; remove high areas and fill in depressions; till soil to a homogenous mixture of fine texture, remove lumps, clods, stones over 1" diameter, roots and other extraneous matter. Dispose of such material legally off-site.

3. Sodded areas shall receive an application of commercial fertilizer at the rate of 10 lbs. per 1,000 sq. ft. and shall have an analysis of 16-8-8.

4. Lay sod within 24 hours from time of stripping.

5. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod strips; do not overlap. Stagger strips to offset joints in adjacent courses. Work from boards to avoid damage to subgrade or sod. Tamp or roll lightly to ensure contact with subgrade. Work sifted soil into minor cracks between pieces of sod; remove excess to avoid smothering of adjacent grass.

6. Water sod thoroughly with a fine spray immediately after planting.

B. Seeding New Lawns

1. Remove existing grass, vegetation and turf. Dispose of such material legally off-site. Do not turn over into soil being prepared for lawns.

2. Till to a depth of not less than 6"; apply soil amendments; remove high areas and fill in depressions; till soil to a homogenous mixture of fine texture, remove lumps, clods, stones over 1" diameter, roots and other extraneous matter. Dispose of such material legally off-site.

3. Seeded lawn areas shall receive an application of commercial

fertilizer at the rate of 5 lbs. per 1,000 sq. ft. and shall be 6-24-24. Fertilizer shall be uniformly spread and mixed into the soil to a depth of 1" inches.

4. Do not use wet seed or seed which is moldy or otherwise damaged in transit or storage.

5. Sow seed using a spreader or seeding machine. Do not seed when wind velocity exceeds five (5) miles per hour. Distribute seed evenly over entire area by sowing equal quantity in two directions at right angles to each other.

6. Sow not less than specified rate.

7. Rake lawn seed lightly into top 1" of soil, roll lightly and water with a fine spray.

C. Groundcover and Perennial Beds

Groundcover, perennials, and annuals shall be planted in continuous beds of planting soil mixture a minimum of 8" deep. Install per spacing indicated on plan.

D. Trees and Shrubs

1. Set balled and burlapped (B#B) stock plumb and in center of pit or trench with top of ball at an elevation that will keep the root flare exposed upon backfill and mulching. Remove burlap from top and sides of balls; retain on bottoms. When set, place additional topsoil backfill around base and sides of ball and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill.

2. Dish top of backfill to allow for mulching. Provide additional backfill berm around edge of excavations to form shallow saucer to collect water.

3. Mulch pits, trenches and planted areas. Provide not less than 2" thickness of mulch and work into top of backfill and finish level with adjacent finish grades. Maintain exposed root flare at all times.

4. Prune only injured or dead branches from flowering trees, if any. Protect central leader of tree during shipping and pruning operations. Prune shrubs to retain natural character in accordance with standard horticultural practices.

5. Remove and replace excessively pruned or ill-formed stock resulting from improper pruning.

6. The Contractor shall be wholly responsible for assuring that all trees are planted in a vertical and plumb position and remain so throughout the life of this contract and guarantee period. Trees may or may not be staked and guyed depending upon the individual preference of the Contractor; however, any bracing procedure(s) must be approved by the Owner prior to its installation.

3.3 INITIAL MAINTENANCE

A. Begin maintenance immediately after planting, continuing until final acceptance. A minimum of thirty (30) days.

B. Maintain planted and seeded areas by watering, rolling/regrading, replanting and implementing erosion control as required to establish vegetation free of eroded or bare areas.

3.4 CLEAN UP AND PROTECTION

A. During landscape work, store materials and equipment where directed. Keep pavements clean and work areas and adjoining areas in an orderly condition.

B. Protect landscape work and materials from damage due to landscape operations, operations by other trades and trespassers. Maintain protection during installation and maintenance periods. Treat, repair or replace damaged landscape work as directed by Landscape Architect.

3.5 INSPECTION AND ACCEPTANCE

A. The Landscape Architect reserves the right to inspect seeds, plants, trees and shrubs either at place of growth or at site before planting for compliance with requirements for name, variety, size, quantity, quality and mix proportion.

B. Supply written affidavit certifying composition of seed mixtures and integrity of plant materials with respect to species, variety and source.

C. Notify the Landscape Architect within five (5) days after completing initial and/or supplemental plantings in each area.

D. When the landscape work is completed, including maintenance, the Landscape Architect will, upon request, make a final inspection to determine acceptability. After final acceptance, the Owner will be responsible for maintenance.



GARY R. WEBER ASSOCIATES, INC. LAND PLANNING BIOLOGICAL CONSULTING LANDSCAPE ARCHITECTURE 402 W. LIBERTY DRIVE WEHATON, ILLINOIS 60187 PHONE: 630-668-7197

CLIENT



CAGE CIVIL ENGINEERING 3110 WOODCREEK DRIVE DOWNERS GROVE, IL 60515

ENGINEER

HALSTON MARKET DES PLAINES, ILLINOIS LANDSCAPE SPECIFICATIONS

01 07.01.2021 REVISIONS

DATE 5.21.2021 PROJECT NO. M20179 DRAWN JLT CHECKED MGM SHEET NO.



7 OF 7

MEMORANDUM TO: Marc McLaughlin, AICP, GISP  
M/I Homes

FROM: Javier Millan  
Principal

Luay Aboona, PE, PTOE  
Principal

DATE: December 4, 2020

SUBJECT: Traffic Impact Study  
Proposed Residential Development  
Des Plaines, Illinois

This memorandum summarizes the results of a traffic impact study conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for a proposed residential development to be located in Des Plaines, Illinois.

The site, which was formerly occupied by the Grazie Restaurant and Banquet Hall as well as various office/industrial/warehouse uses, is located on the north side of Oakton Street between Executive Way and Times Drive. As proposed, the site will be redeveloped to contain a residential development with 114 townhomes. Access will be provided off Times Drive and via a connection to Executive Way.

This study was conducted to assess the impact the proposed residential development will have on traffic conditions in the area and to recommend any roadway and access improvements and/or modifications necessary to accommodate center-generated traffic. The following sections of this report present the following.

- Existing roadway conditions
- A description of the proposed center
- Directional distribution of the proposed residential development
- Vehicle trip generation for the proposed development
- Future traffic conditions
- Traffic analysis for the weekday morning and evening peak hours
- Recommendations with respect to the adequacy of the development's access system and adjacent roadway network

## Existing Conditions

### Site Location

The site, which formerly contained Grazie Restaurant and Banquet Hall and other businesses, is located on the north side of Oakton Street between Executive Way and Times Drive. Land uses in the area primarily consist of single-family homes to the north, commercial/retail to the east and south, and the United States Post Office to the west. **Figure 1** shows the location of the site with respect to the surrounding roadway system. **Figure 2** shows an aerial view of the site.

### Area Roadways

The principal roadways that provide access to the site are described in the following paragraphs and shown in **Figure 3**.

*Oakton Street* is an east-west minor arterial roadway that has a five-lane cross section. At its signalized intersection with Mannheim Road, Oakton Street provides an exclusive left-turn lane, a through lane and a shared through/right-turn lane on both approaches. A two-way left-turn lane (TWLTL) is provided along Oakton Street, thus providing an area for vehicles to perform left-turn maneuvers at the unsignalized intersections with Times Drives/McDonald's access drive, Oakton Place, and Executive Way/Sam's Farmers Market access drive. However, an exclusive eastbound left-turn lane is provided on Oakton Street at its intersection with Executive Way. No exclusive right-turn lanes are provided along Oakton Street at any of the aforementioned intersections. Oakton Street has a posted speed limit of 35 mph and is under the jurisdiction of the Illinois Department of Transportation (IDOT).

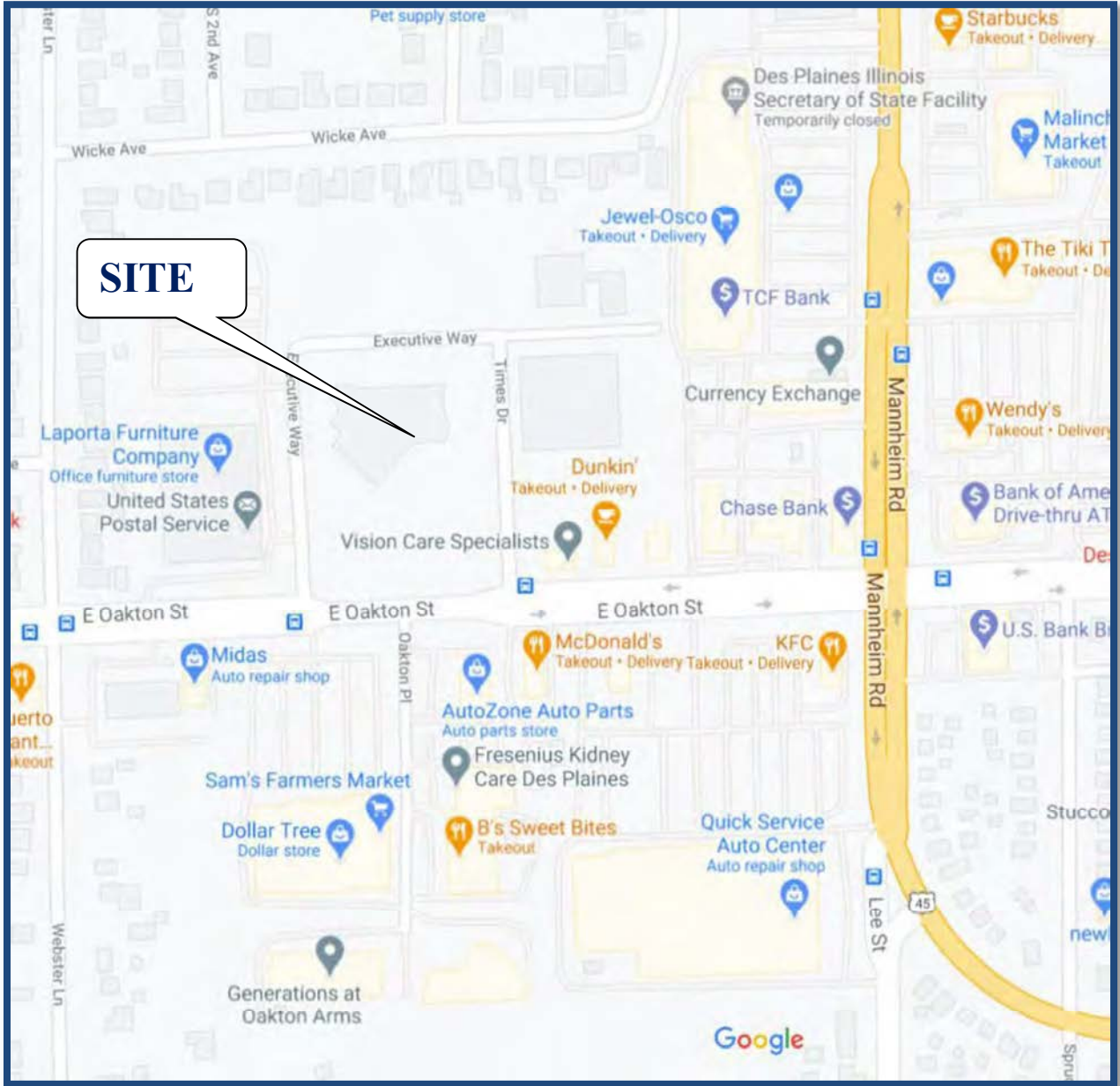
*Mannheim Road (U.S. 12-45)* is a north-south other principal arterial that generally provides a five-lane cross-section. At its signalized intersection with Oakton Street, Mannheim Road provides an exclusive left-turn lane, a through lane and a shared through/right-turn lane on both approaches. Mannheim Road has a posted speed limit 30 mph and is under IDOT's jurisdiction.

*Times Drive* is a north-south two-lane local road that extends from Oakton Street to Executive Way. An access drive serving a McDonald's restaurant is aligned opposite Times Drive. Times Drive is under stop sign control at Oakton Street. The road has a posted speed limit of 25 mph and is under the jurisdiction of the City of Des Plaines.

*Executive Way* is a two-lane local road that extends from Oakton Street approximately 500 feet north where it intersects Executive Way. Executive Way is under stop sign control at Oakton Street where it is aligned opposite the McDonald's restaurant access drive. The road has a posted speed limit of 25 mph and is under the jurisdiction of the City of Des Plaines.

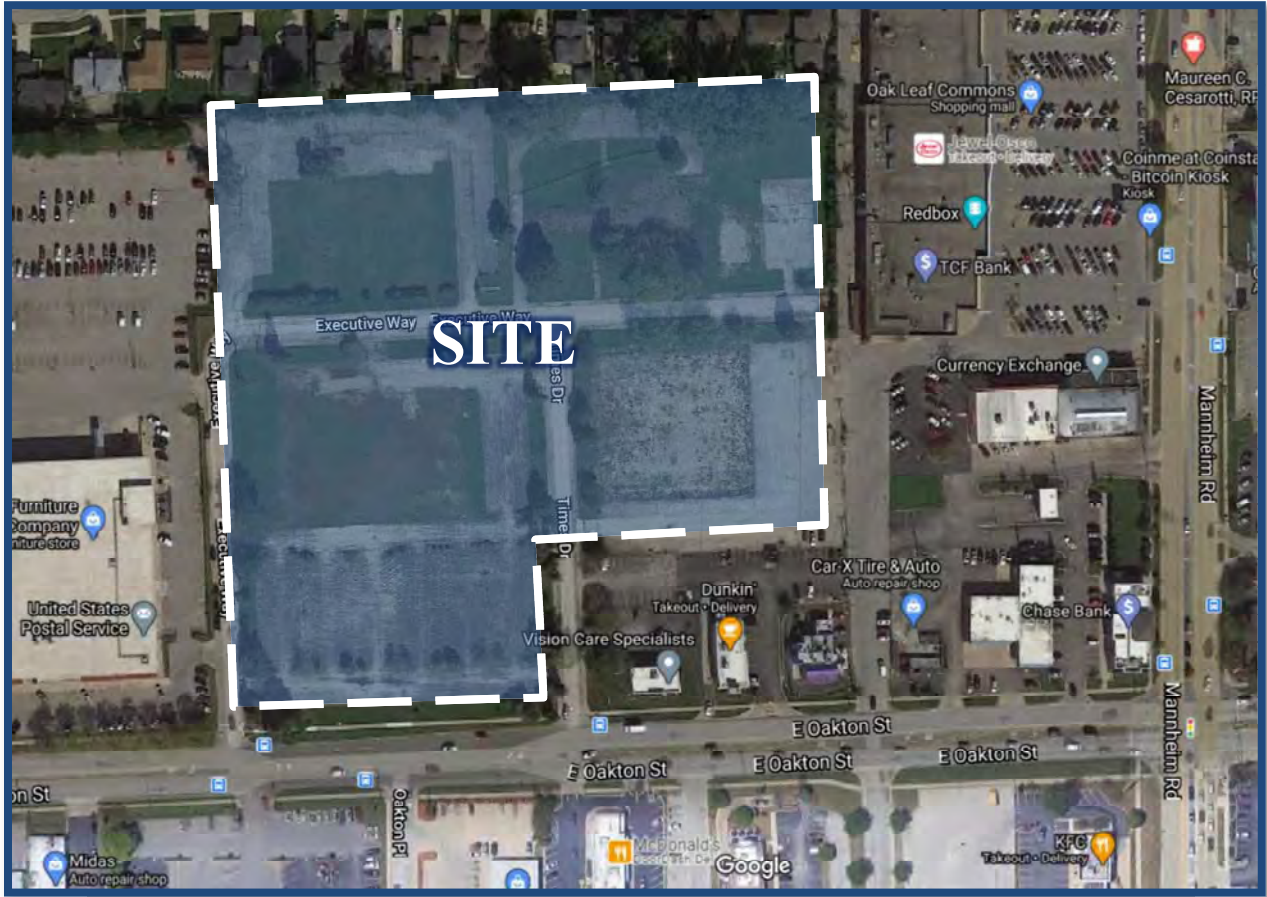
*Oakton Place* is a north-south two-lane local road that extends from Oakton Street approximately 600 feet south where it terminates as a cul-de-sac. Oakton Place is under stop sign control at Oakton Street. The road has a posted speed limit of 25 mph and is under the jurisdiction of the City of Des Plaines.





Site Location

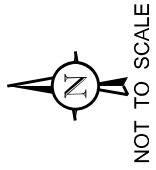
Figure 1



Aerial View of Site

Figure 2



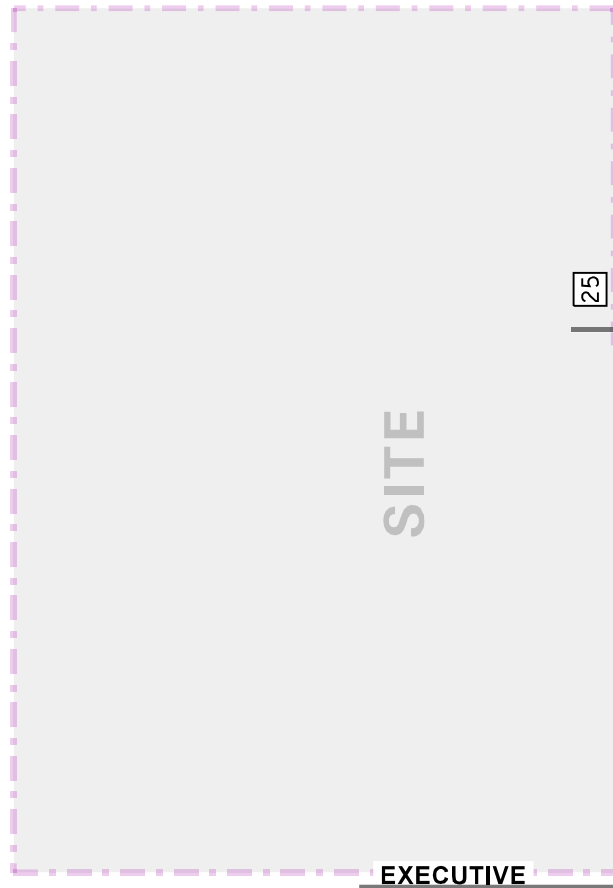


**LEGEND**

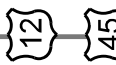
- TRAVEL LANE
- TRAFFIC SIGNAL
- STOP SIGN
- SPEED LIMIT
- BUS STOP
- BUS STOP WITH SHELTER
- TWO-WAY LEFT TURN LANE



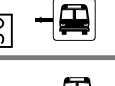
SINGLE-FAMILY HOMES



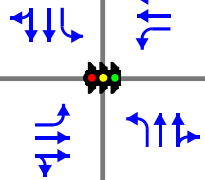
MANNHEIM ROAD



OAK LEAF COMMONS SHOPPING CENTER



OAKTON STREET



TIMES DRIVE

DUNKIN DONUTS  
VISION CARE  
CHARCOAL DELIGHTS



MCDONALD'S

MCDONALD'S ACCESS DRIVE



OAKTON PLACE



SAM'S FARMER'S MARKET

FARMER'S MARKET ACCESS DRIVE



DOLLAR TREE

EXECUTIVE WAY



POST OFFICE



Proposed Townhome Development  
Des Plaines, Illinois

Existing Roadway Characteristics



Job No: 20-225

Figure: 3

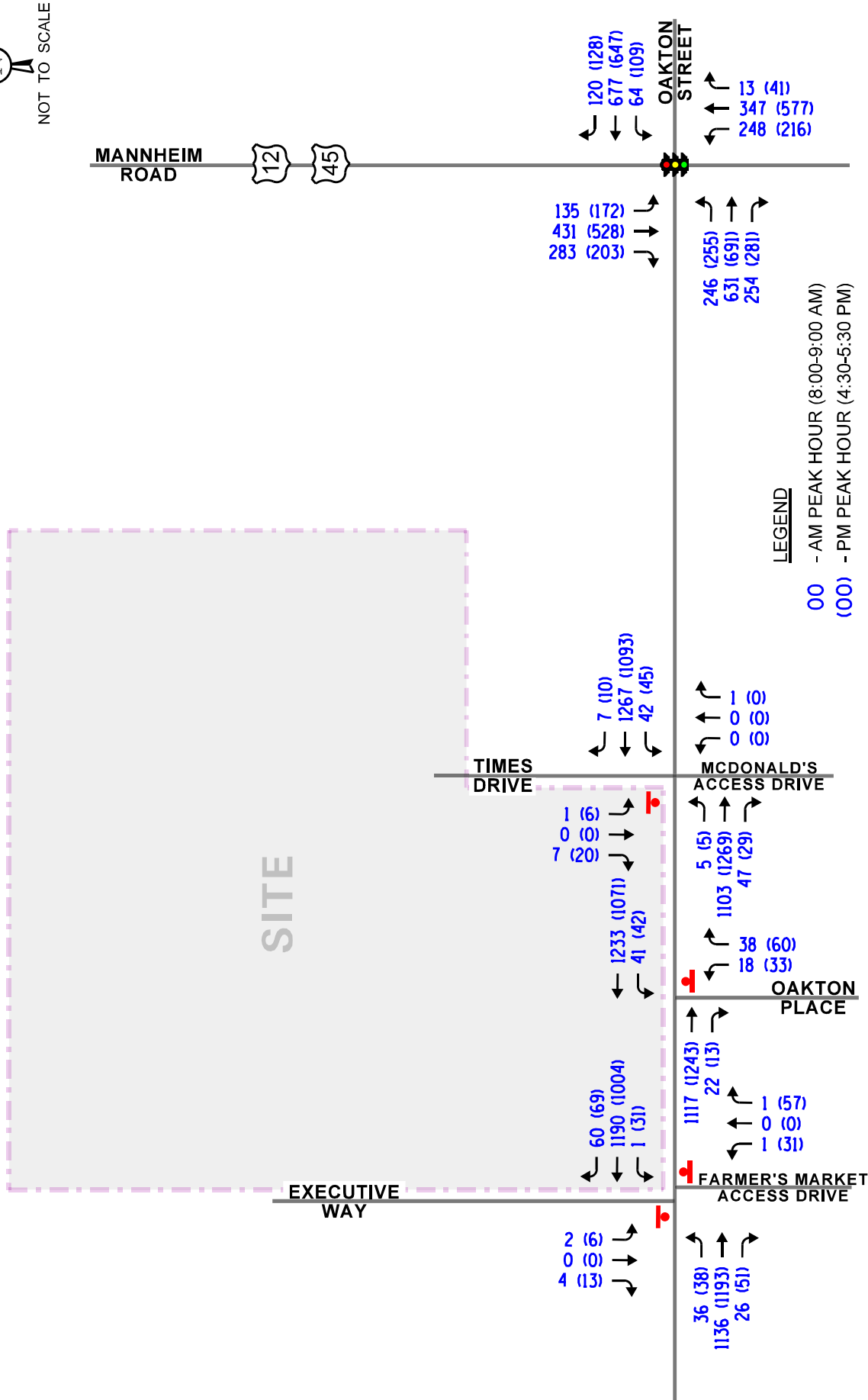
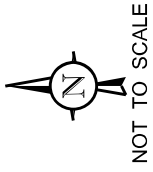
*Executive Way/Sam's Farmers Market/Dollar Store access drive* is a north-south two-lane local road that extends from Oakton Street approximately 500 feet north where it curves to the east. Executive Way serves the United States Post Office and is under stop sign control at its intersection with Oakton Street. The Sam's Farmers Market/Dollar Store access drive is located on the south side of Oakton Street slightly offset from Executive Way. This access drive provides one inbound lane and two outbound lanes striped for an exclusive left-turn lane and an exclusive right-turn lane with outbound movements under stop sign control. Executive Way has a posted speed limit of 25 mph and is under the jurisdiction of the City of Des Plaines.

## Existing Area Traffic Volumes

Given the Covid-19 pandemic and in order to determine current traffic conditions within the study area, KLOA, Inc. utilized peak period traffic counts utilizing Miovision Video Collection Units previously collected by KLOA, Inc. in January 2018. The counts were conducted during the weekday morning (7:00 A.M. to 9:00 A.M.) and weekday evening (4:00 P.M. to 6:00 P.M.) peak periods at the following intersections:

- Mannheim Road with Oakton Street
- Oakton Street with Times Drive/McDonald's access drive
- Oakton Street with Oakton Place
- Oakton Street with Executive Way/Sam's Farmers Market/Dollar Tree access drive

The results of the traffic counts indicated that the peak hours of traffic on weekdays occur between 8:00 and 9:00 A.M. during the morning peak hour and 4:30 P.M. to 5:30 P.M. during the evening peak hour. Copies of the traffic count summary sheets are included in the Appendix. To determine Year 2020 base traffic conditions, the 2018 traffic counts were increased by an annually compounded regional growth factor of 0.4 percent per year based on projections provided by the Chicago Metropolitan Agency for Planning (CMAP). **Figure 4** illustrates the existing peak hour traffic volumes.



Existing Traffic Volumes

Proposed Townhome Development  
 Des Plaines, Illinois

## Crash Data Analysis

KLOA, Inc. obtained crash data<sup>a</sup> for the past five years (2014 to 2018) for the study area intersections. **Tables 1** through **4** summarize the crash data for the intersections of Oakton Street with Mannheim Road, Times Drive, Oakton Place, and Executive Way. A review of the crash data revealed that no fatalities were reported at any of the study area intersections between 2014 and 2018.

Table 1

### OAKTON STREET WITH MANNHEIM ROAD – CRASH SUMMARY

Year	Type of Crash Frequency							Total
	Angle	Overturned	Object	Rear End	Sideswipe	Turning	Ped	
2014	1	0	0	8	0	7	0	16
2015	1	0	1	5	0	5	3	15
2016	2	0	0	3	0	9	2	16
2017	0	1	0	4	1	6	0	12
2018	<u>2</u>	<u>0</u>	<u>1</u>	<u>4</u>	<u>1</u>	<u>7</u>	<u>2</u>	<u>17</u>
<b>Total</b>	<b>6</b>	<b>1</b>	<b>2</b>	<b>24</b>	<b>2</b>	<b>34</b>	<b>4</b>	<b>76</b>
<b>Avg.</b>	<b>1.2</b>	<b>&lt;1.0</b>	<b>&lt;1.0</b>	<b>4.8</b>	<b>&lt;1.0</b>	<b>6.8</b>	<b>&lt;1.0</b>	<b>15.2</b>

<sup>a</sup> 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.

Table 2  
OAKTON STREET WITH TIMES DRIVE – CRASH SUMMARY

Year	Type of Crash Frequency							Total
	Angle	Head On	Object	Rear End	Sideswipe	Turning	Other	
2014	0	0	0	0	0	2	0	2
2015	0	0	0	0	0	0	0	0
2016	0	0	0	0	0	1	0	1
2017	0	0	0	0	0	0	0	0
2018	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>3</b>
<b>Avg.</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>&lt;1.0</b>	<b>0</b>	<b>&lt;1.0</b>

Table 3  
OAKTON STREET WITH OAKTON PLACE – CRASH SUMMARY

Year	Type of Crash Frequency							Total
	Angle	Head On	Object	Rear End	Sideswipe	Turning	Ped	
2014	0	0	0	0	0	0	0	0
2015	0	0	0	0	0	0	0	0
2016	1	0	0	0	0	1	0	2
2017	0	0	0	1	0	1	0	2
2018	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>1</u>	<u>4</u>
<b>Total</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>4</b>	<b>1</b>	<b>8</b>
<b>Avg.</b>	<b>&lt;1.0</b>	<b>0</b>	<b>0</b>	<b>&lt;1.0</b>	<b>&lt;1.0</b>	<b>&lt;1.0</b>	<b>&lt;1.0</b>	<b>1.6</b>

Table 4  
 OAKTON STREET WITH EXECUTIVE WAY – CRASH SUMMARY

Year	Type of Crash Frequency							Total
	Angle	Head On	Object	Rear End	Sideswipe	Turning	Other	
2014	0	0	0	0	0	1	0	1
2015	0	0	0	0	0	1	0	1
2016	0	0	0	0	0	1	0	1
2017	0	0	0	0	0	0	0	0
2018	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>3</b>
<b>Avg.</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>&lt;1.0</b>	<b>0</b>	<b>&lt;1.0</b>



## 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 Development Plan

As proposed, the site will be redeveloped with 114 townhomes. Access to the site will be provided via Times Drives and via a connection with Executive Way. No new curb cuts onto Oakton Street are being proposed. A copy of the preliminary site plan is included in the Appendix.

### Directional Distribution

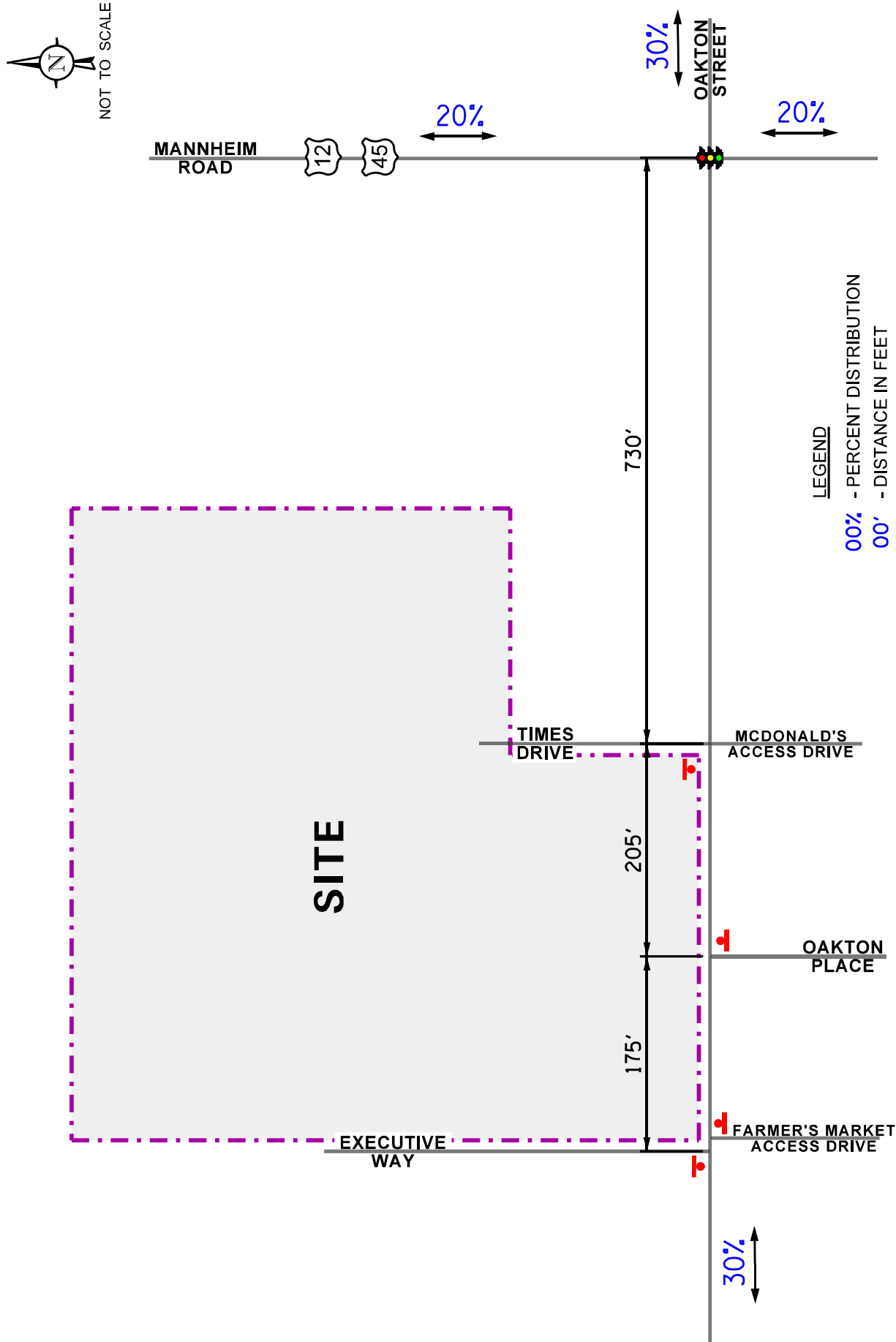
The directional distribution of how traffic will approach and depart the site was estimated based on the general travel patterns through the study area derived from the peak hour traffic volumes. **Figure 5** shows the established directional distribution for this development.

### Trip Generation Estimates

The estimate of vehicle traffic to be generated by the proposed development is based upon the proposed land use types and sizes. The vehicle trip generation for the overall development was calculated using data published in the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 10<sup>th</sup> Edition. **Table 5** shows the estimated vehicle trip generation for the weekday morning and weekday evening peak hours as well as daily traffic. The ITE trip generation summary sheets are included in the Appendix.

Table 5  
ESTIMATED PEAK HOUR VEHICLE TRIP GENERATION

ITE Land Use Code	Type/Size	Weekday Morning Peak Hour			Weekday Evening Peak Hour			Daily		
		In	Out	Total	In	Out	Total	In	Out	Total
220	Townhome Development (114 Units)	12	42	54	42	24	66	410	410	820



Estimated Directional Distribution

Proposed Townhome Development  
Des Plaines, Illinois

## Development Traffic Assignment

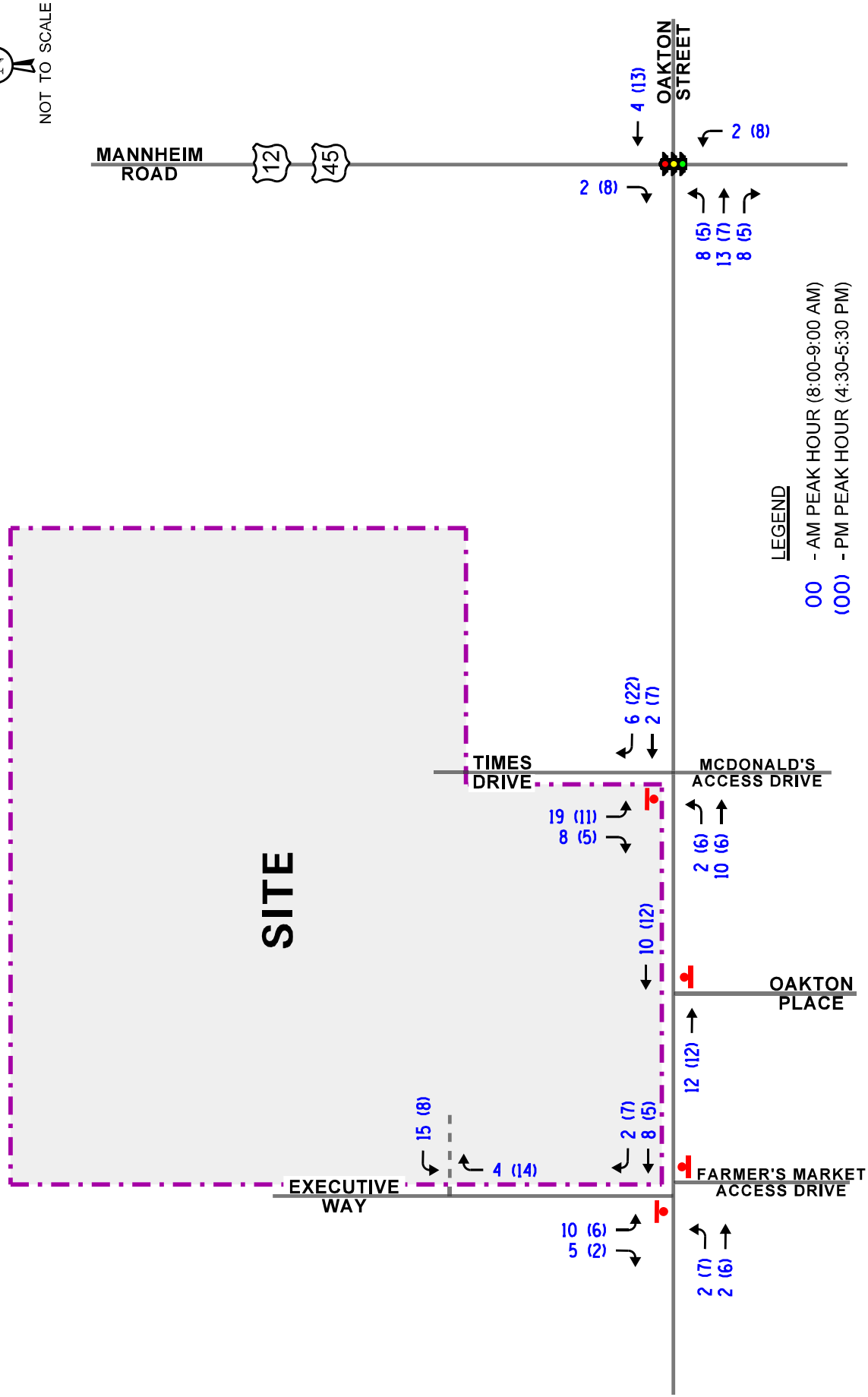
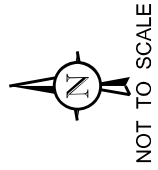
The estimated weekday morning and weekday evening peak hour traffic volumes that will be generated by the proposed development were assigned to the roadway system in accordance with the previously described directional distribution (Figure 5). **Figure 6** illustrates the traffic assignment of the new trips generated by the proposed development during the peak hours.

## Year 2026 No-Build Traffic Conditions

The existing traffic volumes (Figure 4) 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 planned development). Based on AADT projections provided by CMAP, the existing traffic volumes are projected to increase by an annual compounded growth rate of approximately 0.4 percent per year. As such, traffic volumes were increased by approximately three (3) percent total to represent Year 2026 no-build traffic conditions (one-year buildout plus five years). A copy of the CMAP projections letter is included in the Appendix. **Figure 7** illustrates the Year 2026 no-build traffic volumes.

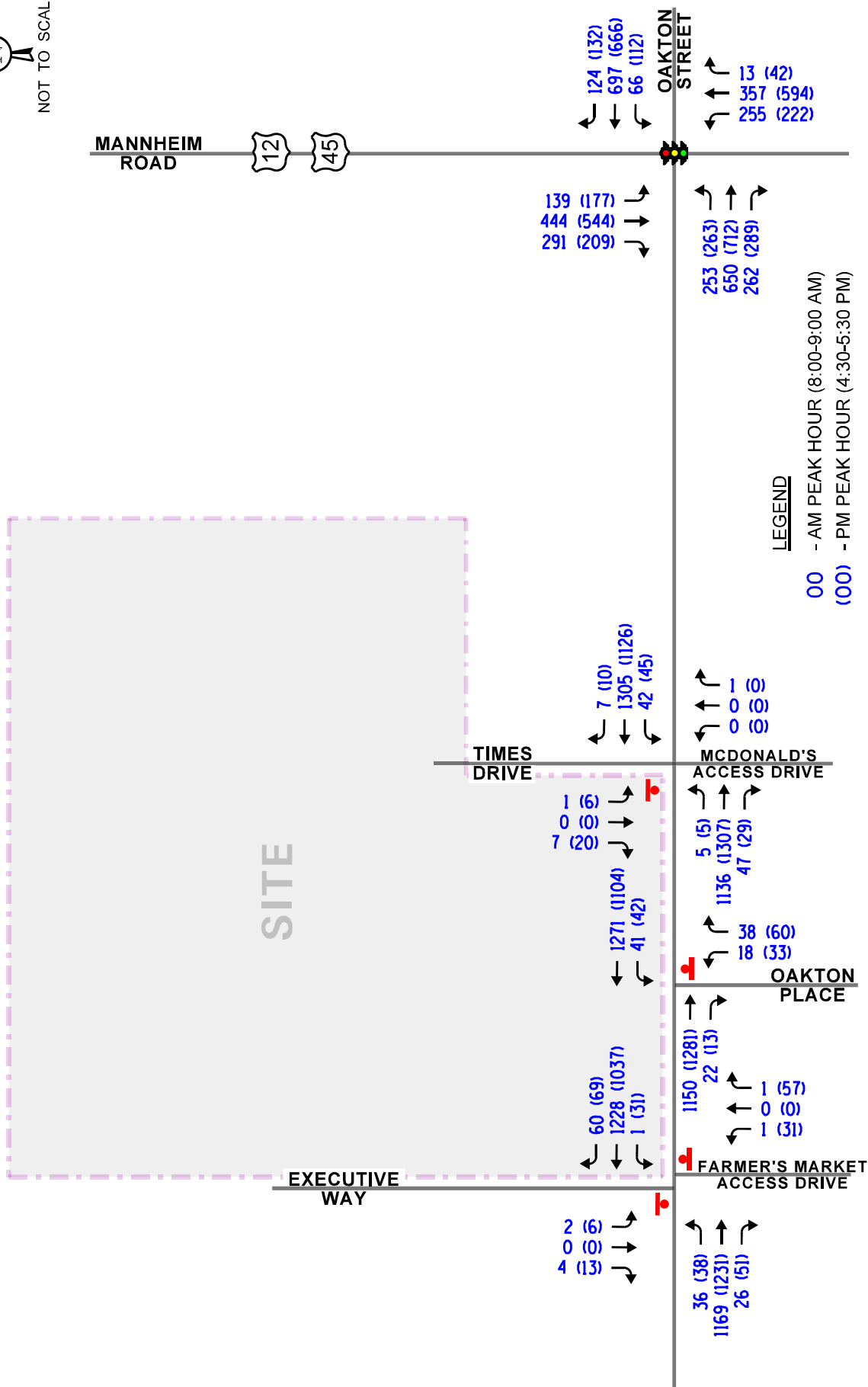
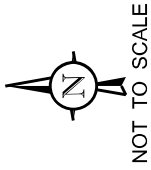
## Year 2026 Total Projected Traffic Conditions

The new development-generated traffic (Figure 6) was added to the existing traffic volumes increased by the regional growth factor (Figure 7) to determine the Year 2026 total projected traffic volumes. **Figure 8** illustrates the Year 2026 total projected traffic volumes during the peak hours.



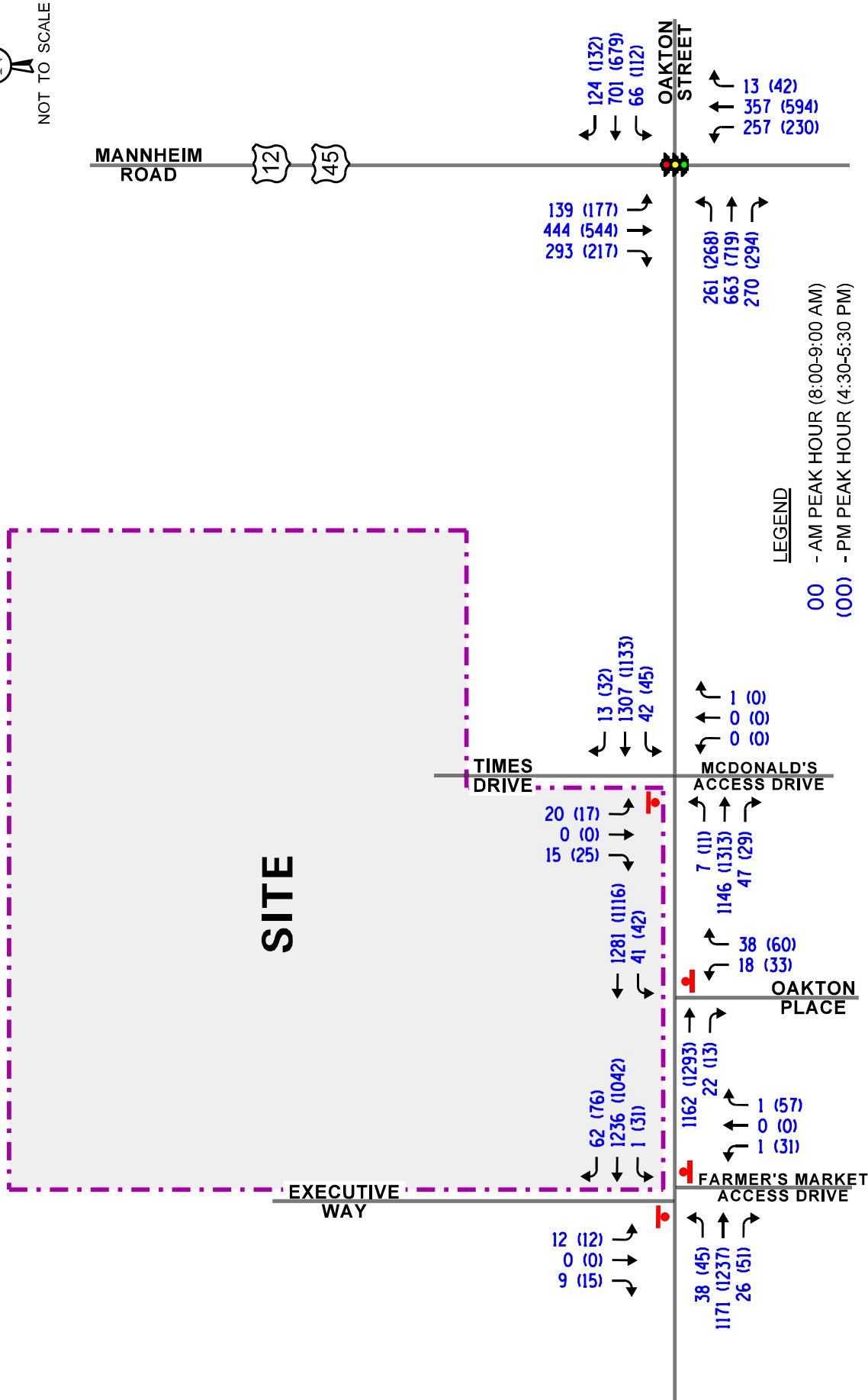
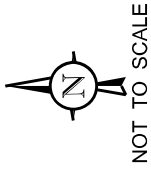
Proposed Townhome Development  
Des Plaines, Illinois

Estimated Site-Generated Traffic Volumes



Proposed Townhome Development  
Des Plaines, Illinois

Year 2026 No-Build Traffic Volumes



Year 2026 Total Projected Traffic Volumes

Proposed Townhome Development  
 Des Plaines, Illinois



## Evaluation and Recommendations

Roadway and adjacent or nearby intersection analyses were performed for the weekday morning and weekday evening peak hours for the Year 2020 base, Year 2026 no-build, and Year 2026 total projected traffic volumes.

The traffic analyses were performed using the methodologies outlined in the Transportation Research Board's *Highway Capacity Manual (HCM)*, 6<sup>th</sup> Edition and analyzed using Synchro/SimTraffic 10 software.

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.

Summaries of the traffic analysis results showing the level of service and overall intersection delay (measured in seconds) for the Year 2020 base, Year 2026 no-build, and Year 2026 total projected conditions are presented in **Tables 6** through **9**. A discussion of each intersection follows. Summary sheets for the capacity analyses are included in the Appendix

Table 6  
CAPACITY ANALYSIS RESULTS – MANNHEIM ROAD WITH OAKTON STREET – SIGNALIZED

Peak Hour	Eastbound			Westbound			Northbound			Southbound			Overall
	L	T	R	L	T	R	L	T	R	L	T	R	
Year 2020 Base Traffic Volumes	Weekday Morning Peak Hour	F 83.0	D 39.4	C 20.6	D 45.7	D 43.8	D 39.9	C 28.3	C 19.4	D 42.5	D 38.8	D 42.3	
	Weekday Evening Peak Hour	E 59.5	D 53.2	C 32.6	D 52.4	D 50.0	C 32.3	C 33.7	C 26.9	D 43.1	D 40.0	D 45.5	
Year 2026 No-Build Traffic Volumes	Weekday Morning Peak Hour	F 100.7	D 40.5	C 21.1	D 46.8	D 44.9	D 45.8	C 28.6	B 19.6	D 44.2	D 40.3	D 45.0	
	Weekday Evening Peak Hour	E 65.2	D 53.4	C 32.9	D 52.2	D 49.9	D 37.6	C 34.8	C 28.8	D 45.9	D 42.7	D 47.0	
Year 2026 Projected Traffic Volumes	Weekday Morning Peak Hour	F 113.7	D 41.7	C 21.4	D 47.0	D 45.1	D 47.2	C 28.6	B 19.7	D 44.6	D 40.6	D 46.6	
	Weekday Evening Peak Hour	E 71.6	D 55.0	C 33.0	D 53.9	D 51.4	D 40.2	C 34.7	C 28.8	D 46.8	D 43.4	D 48.5	

Letter denotes Level of Service  
Delay is measured in seconds.  
L – Left Turns  
T – Through  
R – Right Turns

Table 4  
 CAPACITY ANALYSIS RESULTS  
 UNSIGNALIZED INTERSECTIONS – YEAR 2020 BASE CONDITIONS

Intersection	Weekday Morning Peak Hour		Weekday Evening Peak Hour	
	LOS	Delay	LOS	Delay
<b>Oakton Street with Times Drive</b>				
• Northbound Approach	B	13.1	A	0.0
• Southbound Approach	C	17.3	C	19.2
• Eastbound Left Turn	B	12.0	B	11.0
• Westbound Right Turn	B	12.1	B	12.8
<b>Oakton Street with Oakton Place</b>				
• Northbound Approach	C	20.4	D	27.2
• Westbound Left	B	11.6	B	12.4
<b>Oakton Street with Executive Way</b>				
• Northbound Approach	C	24.3	D	28.4
• Southbound Approach	C	22.3	C	20.8
• Eastbound Left Turn	B	12.3	B	11.1
• Westbound Left Turn	B	11.3	B	12.2
LOS = Level of Service      Delay is measured in seconds				

Table 5  
 CAPACITY ANALYSIS RESULTS  
 UNSIGNALIZED INTERSECTIONS – YEAR 2026 NO-BUILD CONDITIONS

Intersection	Weekday Morning Peak Hour		Weekday Evening Peak Hour	
	LOS	Delay	LOS	Delay
<b>Oakton Street with Times Drive</b>				
• Northbound Approach	B	13.3	A	0.0
• Southbound Approach	C	17.8	C	19.9
• Eastbound Left Turn	B	12.2	B	11.1
• Westbound Right Turn	B	12.4	B	13.1
<b>Oakton Street with Oakton Place</b>				
• Northbound Approach	C	21.2	D	28.7
• Westbound Left	B	11.8	B	12.7
<b>Oakton Street with Executive Way</b>				
• Northbound Approach	D	25.2	D	30.1
• Southbound Approach	C	23.2	C	21.7
• Eastbound Left Turn	B	12.6	B	11.3
• Westbound Left Turn	B	11.4	B	12.4
LOS = Level of Service      Delay is measured in seconds				

Table 6  
 CAPACITY ANALYSIS RESULTS  
 UNSIGNALIZED INTERSECTIONS – YEAR 2026 PROJECTED CONDITIONS

Intersection	Weekday Morning Peak Hour		Weekday Evening Peak Hour	
	LOS	Delay	LOS	Delay
<b>Oakton Street with Times Drive</b>				
• Northbound Approach	B	13.4	A	0.0
• Southbound Approach	E	37.2	D	27.7
• Eastbound Left Turn	B	12.3	B	11.4
• Westbound Right Turn	B	12.4	B	13.2
<b>Oakton Street with Oakton Place</b>				
• Northbound Approach	C	21.4	D	29.1
• Westbound Left	B	11.9	B	12.8
<b>Oakton Street with Executive Way</b>				
• Northbound Approach	D	25.4	D	31.2
• Northbound Approach	D	32.1	D	26.8
• Eastbound Left Turn	B	12.7	B	11.5
• Westbound Left Turn	B	11.5	B	12.5
LOS = Level of Service      Delay is measured in seconds				

## Discussion and Recommendations

The following is an evaluation of the analyzed intersections based on the projected traffic volumes and the capacity analyses performed.

### *Mannheim Road with Oakton Street*

The results of the capacity analysis indicate that overall this intersection currently operates at LOS D during the weekday morning and evening peak hours. All approaches currently operate at an acceptable LOS D or better during both peak hours. It is important to note that based on our observations, eastbound traffic during the morning peak hour sometimes backs up to and beyond Times Drives. However, most of these backups cleared the intersection with every green phase.

Under Year 2026 no-build conditions, overall this intersection will continue to operate at the same LOS D during the weekday morning and evening peak hours with increases in delay of less than three seconds during both peak hours.

Under Year 2026 total projected conditions, overall this intersection will continue to operate at LOS D during the weekday morning and evening peak hours with increases in delay of less than two seconds over no-build conditions. Additionally, the increase in traffic traveling through this intersection will be limited amounting to approximately one percent of the year 2026 future traffic volumes and, as such, the traffic generated by the proposed development will not have a significant impact on the overall operations of this intersection.

### *Oakton Street with Times Drive*

All of the turning movements at this intersection are operating at acceptable LOS under existing conditions and will continue to do so under Year 2026 No Build conditions. Under Year 2026 projected conditions, all of the turning movements will continue operating at an acceptable LOS with the exception of the southbound approach which will operate at a LOS E during the morning peak hour. This is normal and expected at an unsignalized intersection where a minor street like Times Drive intersects a major road like Oakton Street. It is important to note that based on our observations, traffic is able to enter and exit Times Drive more efficiently than what the capacity analyses have shown due to the gaps created in the through traffic stream along Oakton Street by the traffic signals at Mannheim Road to the east and Webster Lane to the west. This was further validated by the traffic simulations and the results of the capacity analyses which showed vehicles being able to enter and exit this intersection and outbound queues on Times Drive of two vehicles or less. As such, the existing intersection is sufficient to accommodate the proposed center and the other growth in the area.

### *Oakton Street with Oakton Place*

This intersection is currently operating at a good LOS. Assuming the total traffic volumes, this intersection is projected to continue to operate at a good level of service. As such, the intersection has sufficient capacity to accommodate the projected traffic volumes.



### *Oakton Street with Executive Way*

All of the turning movements at this intersection are operating at acceptable LOS under existing conditions and will continue to do so under Year 2026 No Build conditions. Under Year 2026 projected conditions, all of the turning movements will continue operating at an acceptable LOS indicating that the intersection has sufficient reserve capacity to accommodate the future traffic volumes. No additional geometric or traffic control improvements will be necessary in conjunction with the proposed development.

### *Development's Access and Traffic Signal Need Evaluation*

Based on a review of the site plan and the results of the capacity analyses, the development's plan to provide two access points on Oakton Street (one via Times Drive and another via a connection with Executive Way) will provide for adequate and efficient accessibility for the future residents and for emergency vehicles. Further, inspection of the traffic volumes indicates that the installation of a traffic signal on Oakton Street at either Times Drive, Oakton Place or Executive Way is undesirable will not be required for the following reasons:

- The proposed development is only projected to generate 12 inbound and 42 outbound trips during the weekday morning peak hour and 42 inbound trips and 24 outbound trips during the weekday evening peak hour.
- When this projected volume of traffic is assigned to the two existing roads that will serve as means of ingress/egress, the additional traffic at either one of the existing roads will be very minimal.
- Following IDOT guidelines for traffic signal warrants and based on the traffic signal warrants published in the Manual on Uniform Traffic Control Devices (MUTCD), the following was determined:
  - The future peak hour traffic volumes for outbound movements on Oakton Place at Oakton Street will not be greater than the minimum threshold of 80 vehicles per hour (when adjusting the outbound volumes for right-turn reductions per IDOT guidelines) to meet the Peak-Hour Warrant.
  - The projected future traffic volumes that would exit onto Oakton Street at Times Drive or at Executive Way will not be greater than the minimum threshold of 80 vehicles per hour to meet the Peak Hour Warrant.
- None of the intersections meet the spacing requirement typically required by IDOT which states that traffic signals should be spaced at a minimum of one-quarter of a

mile (1,320 feet) to the closest signal. Oakton Place is located 935 feet west of the existing traffic signal at Manheim Road and 695 feet east of the existing traffic signal at Webster Lane.

- Times Drive and Executive Way, which also permit full movements, are only located approximately 205 and 175 feet from Oakton Place, respectively. In addition, five access drives on the south side of Oakton Street are located within 400 feet of Oakton Place. The proximity of these roadways and access drives to a new signal will impact the operation of the intersection and turning restrictions may need to be required to/from some of these existing roadways and access drives.

## Conclusion

Based on existing conditions and the traffic capacity analyses for the full buildout of the development, the findings and recommendations of this study are outlined below:

- As proposed, the site will be redeveloped with approximately 114 townhomes
- Access to the proposed townhome development will be provided via the existing Times Drive and Executive Way. No new curb cuts onto Oakton Street are being proposed.
- The results of the capacity analyses have shown that the existing roadway system is sufficient to accommodate the traffic to be generated by the proposed development.
- Given the low volume of traffic to be generated by the proposed residential development, the provision of two means of ingress/egress to serve the development is sufficient to accommodate the projected traffic volumes and will provide efficient and flexible accessibility distributing the traffic volumes without overloading a specific intersection.
- The roadway system has generally sufficient reserve capacity to accommodate the traffic projected to be generated by the proposed townhome development and no additional roadway improvements or traffic control modifications are required.
- Based on the projected traffic volumes, the requirements set forth in the MUTCD as well as IDOT's guidelines, a traffic signal is not necessary or warranted to be provided to serve the proposed development.



**Site and Context Photos**



**1050 E. Oakton Street – Facing East from Times Drive**



**1050 E. Oakton Street – Facing North from Executive Way**



**Site and Context Photos (continued)**



**1050 E. Oakton Street – Facing Southeast from Executive Way curve**



**1050 E. Oakton Street – Facing South from Executive Way curve**



June 28, 2021

Mayor Goczkowski and Des Plaines City Council  
CITY OF DES PLAINES

**Subject:** Planning and Zoning Board, 1050 East Oakton Street, 21-019-PPUD-TSUB-MAP-CU, 5<sup>th</sup> Ward  
**RE:** Consideration of Preliminary Planning Unit Development (PUD), Tentative Plat of Subdivision, Map Amendment, and Conditional Use for PUD at 1050 East Oakton Street, Case #21-009-CU (5<sup>th</sup> Ward)

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) met on June 22, 2021 to consider four requests to allow a proposed 125-unit townhouse development at 1050 East Oakton Street (also 1000-1100 Executive Way and 1555 Times Drive) in the current C-3 General Commercial district (proposed R-3 Townhouse Residential district). Three requests are under the 1998 Des Plaines Zoning Ordinance, as amended: (i) Preliminary PUD (Section 12-3-5), (ii) Map Amendment (Section 12-3-7), and (iii) Conditional Use for PUD under Section 12-7-3(K). The fourth request is for a Tentative Plat of Subdivision under the Section 13-2-2 of the Subdivision Regulations.

1. Representatives for the petitioner, M/I Homes of Chicago LLC, presented the proposed townhouse development, which they have tentatively branded as Halston Market. They touted their experience as a nationwide and regional homebuilder. They highlighted images of proposed building and site design, and described the size and layout of the various townhouse units in the development. They covered various issues such as parking spaces, circulation, stormwater management, and open and recreational space, while emphasizing how they believe the development would align with a vision for Des Plaines overall and the Oakton-Lee area in the 2019 Comprehensive Plan. They argued the development would bolster the City's pursuit of a new Metra station at the intersection of Oakton Street and the Canadian National (CN) rail line (North Central Service).
2. PZB members asked about the number of stories in the proposed units and their floor plans; their estimated price points; the height of the proposed fence at the rear (north) lot line and all other planting and screening methods; and the location of the northernmost set of townhouse buildings and the stormwater detention basin; and the amount of fenestration on buildings in the northern part of the development. One member suggested the height of the rear fence be increased from the proposed eight (8) feet. Another member suggested the stormwater detention basin could be sited in the northern portion of the property, allowing some townhouse units to shift farther away from the lot line. A third member offered that the amount of fenestration and style of windows could be adjusted on the north facades of the buildings nearest to the north lot line to enhance privacy among residents. The petitioner responded that the townhouse would be two full stories and that M/I Homes is considering single-story townhouses in some of its other projects but not this one. They further responded that there are five different unit layouts and expected sale prices range from the high \$200,000s into the low \$300,000s. Regarding the siting of various buildings and stormwater detention, they stated the basin is sited at the low point of the site. They said they would review the building designs and consider a change in windows for the final submittal. Finally, a member asked Community and Economic Development (CED) staff when the traffic light at Lee Street and Forest Avenue would be installed. Staff responded by late summer 2021.



3. CED staff summarized the staff report. Staff displayed an excerpt from the Zoning Map and discussed the implications of allowing more market-rate, unsubsidized residential development in the Oakton-Lee area and TIF District No. 8. Staff then outlined that the development would require PUD bulk exceptions from two provisions of the Zoning Ordinance: minimum rear yard (approximately 21 feet proposed when 25 is required) and minimum lot area (923-1,038 square feet per dwelling unit when 2,800 is required). Staff pointed to the conclusions of the petitioner's traffic study, notably that the existing roadway system should be able to accommodate the proposed development. Further staff noted the Illinois Department of Transportation (IDOT) warrants for adding a signalized intersection along Oakton Street would not be met. The need for vacations of public streets, specifically portions of Executive Way and Times Drive, were described. These vacations would have to be approved by the City Council along with a redevelopment agreement that stipulated maintenance obligations of the future townhomes (homeowners association) for segments of both public streets and private drives.
4. Six members of the public spoke on this petition. Five expressed concerns that the project has too many units that are generally too tall and too close to the single-family detached homes on Wicke Avenue. These members also expressed concern with anticipated traffic, disagreeing with the conclusions of the petitioner's traffic report. They expressed specific complaints about traffic at Maine West High School as well as in the vicinity of Lee and Forest. They stated pedestrian-safety concerns about crossing Oakton Street. Overall, they expressed a preference for single-family detached homes instead of townhouses. One member of the public asked whether eminent domain was being used for the project (CED staff replied that it is not) and then added that a 16-foot tall fence should be at the north lot line instead of the proposed 8-foot-tall fence. The Acting Chairman gave the petitioner an opportunity to respond to concerns. The petitioner responded by pointing to traffic study conclusions. They emphasized they would be retaining many healthy mature trees, particularly at the north lot line where screening is important between the single-family neighborhood and the proposed development. They reviewed their overall planting plan and explained how they believe their site and building design is not intrusive in the north end of the development. Members of the public asked about the timeline of meetings and approvals and construction. The Acting Chairman, petitioner, and CED staff explained the process. If the requests obtain final approvals, the petitioner would aim to begin construction in Spring 2022.
5. The PZB *recommended* (4-0) that the City Council *approve* the request with the following conditions: (i) The necessary redevelopment agreement and Plat of Vacation should be negotiated with and approved by the City prior to recording of any Final PUD Plat or Final Plat of Subdivision. All preliminary or tentative plats should be revised, if necessary, to reflect the agreed-upon vacations; (ii) The governing documents for the subject parcels will be reviewed and approved by the City Attorney prior to the recording of any Final PUD Plat or Final Plat of Subdivision; and (iii) 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.

Respectfully submitted,



Paul Saletnik,  
Des Plaines Planning and Zoning Board, Acting Chairman

Cc: City Officials/Aldermen



Case 21-025-FPLAT	10 S River Rd	Final Plat of Subdivision
Case 21-017-TSUB-V	1041 North Ave	Tentative Plat of Sub/Standard Var
Case 21-022-V	994 Hollywood Ave	Standard Variation
Case 21-019-PPUD-TSUB ... Amend/Tent Plat	1050 E Oakton ...	Prelim PUD/Cond Use/Map

June 22, 2021  
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**4. Addresses:** 1050 East Oakton Street  
1090-1100 Executive Way, 1555 Times Drive

**Case Number:** 21-019-PPUD-TSUB-MAP-CU  
Public Hearing

The petitioner is requesting the following items: (i) a Preliminary Planned Unit Development (PUD) under Section 12-3-5 of the Des Plaines Zoning Ordinance, as amended; (ii) a Conditional Use for a Planned Unit Development under Section 12-3-4 of the 1998 Des Plaines Zoning Ordinance as amended; (iii) Tentative Plat of Subdivision under Section 13-2-2 of the Subdivision Regulations; and (iv) a Map Amendment under Section 12-3-7 of the 1998 Des Plaines Zoning Ordinance as amended to rezone the subject property from C-3, General Commercial District to R-3, Townhouse Residential.

**PINs:** 09-20-316-020-0000; -021-0000; -023-0000; -024-0000; -025-0000; -026-0000;  
09-20-321-005-0000; 09-20-322-001-0000

**Petitioner:** Marc McLaughlin, M/I Homes of Chicago, LLC

**Owner:** 1090-1100 Executive Way, LLC; Times Drive, LLC; Oakton Mannheim LLC

Acting Chairman Saletnik swore in Julie Workman of Levenfeld Pearlstein, LLC, Rich Olson of Gary R Weber and Associates , and Marc McLaughlin of M/I Homes of Chicago, LLC.

Ms. Workman provided an overview of the request and stated that all necessary actions have been completed; transit-orientated development will consist of 125 townhomes and is in line with the City's Comprehensive Plan.

Mr. McLaughlin provided an overview of M/I Homes and provided additional information on the proposed site.

Acting Chairman Saletnik asked if the Board had any questions.

Acting Chairman Saletnik inquired about current locations of developments built by M/I Homes. Mr. McLaughlin stated that there are townhome developments in nearby Arlington Heights, Rolling Meadows, and Northbrook. There is a single home development in Lake Zurich. Mr. McLaughlin also stated that M/I Home developments are split, with approximately 50% townhome developments/50% single family homes.

Member Fowler inquired about single-story townhomes. Mr. McLaughlin stated that M/I Homes is developing a two-story townhome to be released Spring 2022, however, that is not an option for the Halston Market development.

Member Hofherr expressed a desire for a ranch-style townhome development.

Acting Chairman Saletnik inquired about the floor plan of the homes and square footage. Mr. McLaughlin stated that each home will be between 1,600 and just under 2,000 square feet, with three levels; basement level (garage, foyer), main level (kitchen and living space), and second floor (bedrooms).

Case 21-025-FPLAT	10 S River Rd	Final Plat of Subdivision
Case 21-017-TSUB-V	1041 North Ave	Tentative Plat of Sub/Standard Var
Case 21-022-V	994 Hollywood Ave	Standard Variation
Case 21-019-PPUD-TSUB ... Amend/Tent Plat	1050 E Oakton ...	Prelim PUD/Cond Use/Map

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Member Fowler inquired about the price point of the units. Mr. McLaughlin stated that units begin in the \$200's, with closing in the \$300's, there will be five different unit templates, each with their own pricing.

Acting Chairman Saletnik stated that the development is high quality, attractive and adds value to the area.

Member Catalano inquired about moving the buildings near the property line to an area of green space. The Petitioner stated that the green space is the low point of the property and will be used to regulate stormwater. Mr. McLaughlin stated the pond relocation may be considered, but the pond is located in the outfall and may be difficult to move.

Member Fowler asked the Petitioners to address the issue with the fence, and to consider increasing the height of the fence at the north lot line for additional screening and privacy. Member Fowler commented that the proposed development is a marked improvement of what is existing and urged the Petitioners to "be good neighbors".

Member Fowler inquired about the timeline for the completion of the stoplight at Lee & Forest. Director McMahan stated that the project should be substantially complete by August.

Acting Chairman Saletnik asked if there were any questions or concerns from the public. The following comments were heard:

- Tony Chamas, 1061 Wicke Ave, Des Plaines: Stated that he moved into the neighborhood eight years ago and it is a quiet residential neighborhood. Mr. Chamas stated that he is uncomfortable with a 120-unit development 29 feet from his window. Mr. Chamas also stated that he was not aware of this development and did not receive notice.
- Rosa Carrerra and Sean Chizmel, 1099 Wicke Ave, Des Plaines: Stated that the development is right in their backyard and the area is currently a dump yard. Ms. Carrerra does not want a three-story building behind a fence. Ms. Carrerra also stated that the area also is highly congested with traffic due to the Jewel and construction projects; she appreciates the developers looking at Des Plaines for building, but urged a different site. Mr. Chizmel inquired about the traffic studies, current eastbound Oakton only has center lane turn lane. Mr. Chizmel also suggested a higher than six foot privacy fence if the development is approved.
- Mike and Vickie Benzinger, Des Plaines: The Benzingers' provided comments on traffic in the area, using the neighboring as a cut-through to bypass the Oakton & Lee light. They also commented on the traffic generated by Maine West High School and Beacon Tap. Ms. Benzinger also commented on public safety, especially a fire concern, and infrastructure concerns, and stated that she has pictures that she plans on sending to Ald. Brookman. Ms. Benzinger concluded that she would rather a single home development or warehouse use with Monday-Friday business hours. Overall, they want to enjoy their backyard and neighbors and are against the development.
- Michael Madden, Des Plaines: Mr. Madden inquired about the process for the public hearing and confirmed that this is the first step. Mr. Madden asked if there was any need for imminent

Case 21-025-FPLAT	10 S River Rd	Final Plat of Subdivision
Case 21-017-TSUB-V	1041 North Ave	Tentative Plat of Sub/Standard Var
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domain, regarding the two properties near Jewel, staff responded that there has been no discussion to that affect. Mr. Madden also commented on the eight foot fence near Jewel that is rodded and needs to be replaced, he suggested a minimum of a sixteen foot fence for privacy.

Mr. McLaughlin provided the following responses to resident comments:

- Resident notification was handled at the municipal level and the Developer was not involved in that process.
- The egress/ingress of the property is located off Oakton. The Developers have completed a traffic study completed by KLOA, the study dictated that an additional traffic light was not warranted. Mr. McLaughlin stated that traffic studies are determined by the frequency of movement, the movement dictates the need for additional traffic signals. City staff in receipt of the full version of the traffic study.
- Mr. McLaughlin stated that they plan on keeping the existing tree line, with the closest buildings 21-feet from the property line.

Rich Olson provided the following responses to resident comments:

- Mr. Olson highlighted the landscape plan including the buffering measures with heavy screening of vegetation. There are currently an excess of over 50 trees in the rear, near the property line and hope to continue the additional screening. Mr. Olson clarified which buildings are proposed to be sited within the rear yard (20-21-foot setback) There are four buildings that require this exception.
- Mr. Olson provided an orientation of the subdivision, parking and landscape features. The parking minimum requirement would be met.
- Mr. Olson also stated that this was a first submission and they are open to feedback.

Mr. Chamas had a concern about the vegetation and was offended by the statement “high quality brick for the area”. Mr. Olson responded that trees will be planted in accordance with the code requirements. Mr. Olson further stated that he did not mean for his comment to be offensive, but that the building materials are high quality and will be used in Des Plaines.

Mike Benzinger asked the Petitioners how far off the fence line the buildings would be built. Acting Chairman Saletnik referred to the site plan, there is green space and parking adjacent to the property line; one building is approximately 21 feet from a fence line, while another is approximately 45 feet from a side lot, with the area heavily landscaped.

Mr. Benzinger inquired further about the traffic study, stating that three people have been killed in the area over the past ten years. Mr. Benzinger also questioned putting a single-family home development in the location instead of townhomes. Ms. Workman stated that due to the proximity of the proposed Oakton Metra station, the City had a wish list item for a transit-orientated development, this project hopes to meet that need. The project is well-suited to achieving the City’s goals as in line with the Comprehensive Plan and Oakton Street Corridor plan.

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Ms. Workman also stated that the conclusions of the traffic study can be found on page 52 of the informational packet. Ms. Workman continued that IDOT approves traffic signals, and from the findings of the traffic study a signal would not be warranted. The development will have pedestrian walkways to promote safety. Ms. Workman provided some information on the increase of traffic due the pandemic, with people being home, picking-up/dropping-off children, and that traffic should normalize as we move toward pre-pandemic normalcy.

Ms. Vickie Benzinger expressed concern over traffic, especially with the state of parking lots for Jewel and Starbucks. Ms. Workman stated that the development plans to having walking paths for connectivity to local shopping centers.

Ms. Carrera inquired about the building process and how long the project would take to completed. Mr. McLaughlin stated that one the development is approved through the municipal process, they plan to break ground Spring 2022. The development will be completed in two phases, a north and south, and should take approximately six months for land development and a model, pending adequate approvals.

Acting Chairman Saletnik asked Staff to walk through the application process. Direct McMahon responded with the following process:

1. Public Hearing for Preliminary Planned Unit Development at Planning & Zoning Board Meeting
2. Preliminary Planned Unit Development item at City Council Meeting
3. Engineering Department Review
4. Public Hearing Final Planned Unit Development at Planning & Zoning Board Meeting
5. Final Planned Unit Development at City Council Meeting

Acting Chairman Saletnik reminded the audience that the Public Hearing is an opportunity for positive dialogue with the Developers.

Acting Chairman Saletnik stated that this development has been the most sensitive and to scale compared to other developments is the same site.

Member Catalano inquired about how long the property has been vacant. Mr. Carlisle stated that the previous building was demolished in 2013, and the property has been cleared throughout the years. Mr. Carlisle noted that there have been several code violations on the site. He also mentioned large vacancies in neighborhoods are a drag to property values.

Acting Chairman Saletnik asked that the Staff Report be entered into record. Economic Development Manager Carlisle provided a summary of the following report:

**Issue:** The petitioner is requesting the following under the Zoning Ordinance: (i) a Preliminary PUD under Section 12-3-5; (ii) a Conditional Use for a PUD under Section 12-3-4; and (iii) a Map Amendment to rezone the subject property from C-3, General Commercial District to R-3, Townhouse Residential under Section

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12-3-7. The petitioner also requests a Tentative Plat of Subdivision under Section 13-2-2 of the Subdivision Regulations. Finally, under Section 8-1-9 of the Municipal Code, the petitioner will seek a Vacation of Public Streets to be approved by the City Council.

**Owner:** 1090-1100 Executive Way, LLC; Times Drive, LLC;  
Oakton Mannheim, LLC

**Petitioner:** Marc McLaughlin, M/I Homes of Chicago, LLC

**Case Number:** 21-019-PPUD-TSUB-MAP-CU

**PINs:** 09-20-316-020-0000; -021-0000; -023-0000; -024-0000; -025-0000; -  
026-0000; 09-20-321-005-0000; 09-20-322-001-0000

**Ward:** #5, Carla Brookman

**Existing Zoning:** C-3, General Commercial District

**Existing and Historical**

**Land Use:** Vacant; site formerly contained Grazie restaurant and banquet hall, which was demolished in 2013, as well as office buildings and surface parking

**Surrounding Zoning:** North: R-1, Single-Family Residential  
South: C-3, General Commercial and C-4, Regional Shopping  
East: C-3, General Commercial, and C-4 Regional Shopping  
West: C-3, General Commercial

**Surrounding Land Use:** North: Single-family detached homes  
South: Restaurants and retail goods  
East: Services (Vision Care), restaurants, retail goods (Jewel-Osco grocer)  
West: Post office

**Street Classification:** Oakton Street is classified as an arterial roadway. Times Drive and Executive Way are local roadways.

**Comprehensive Plan**

**Illustration** The Comprehensive Plan illustrates this property as commercial

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**Preliminary Planned Unit Development (PUD)**

**Project Summary:**

The petitioner is proposing a full redevelopment of 11.2 contiguous acres of vacant property at 1050 East Oakton Street, 1090-1100 Executive Way, and 1515 Times Drive. The proposal is for a residential-only development of 125 townhouses, tentatively branded as Halston Market. Seven townhouses would have two bedrooms, and 118 would have three bedrooms. The units would be horizontally connected to each other and spread across 23 separate buildings. Each building would be three stories with each unit having a ground-floor, two-car, rear-loaded garage (i.e. facing inward, not toward public streets or private drives). Walkways would connect unit front doors to public and private sidewalks.

Each building will also have balconies and include landscaped grass front yards. However, the amount of private open space per unit is minimal, as the concept is built around shared open space. Centrally located on the site would be a landscaped common plaza area of 14,000 square feet with benches, plantings, walkways, and open green space.

There is also a 10,605-square-foot common area oriented north-south between the buildings in the southwest portion. In the southeast portion, a stormwater detention area (“dry” basin, not a pond) of approximately 69,050-square feet (1.6 acres) is shown, with 21 adjacent surface parking spaces intended for visitors. Fifteen additional spaces intended for visitors are interspersed through the development for a total of 286, which would meet the parking minimum of Section 12-9-7.

The Building Design Review requirement under Section 12-3-11 would apply. In general, the applicant is proposing that for the elevations that would face public streets, the primary material is face brick on all three stories with projections of complementary vinyl. Elevations that would not face public streets contain face brick only on the ground floor, and where garage doors are shown, the brick is interrupted.

Considering the large scale of the redevelopment, the proposal is somewhat restrained in tree removal. According to the petitioner, healthy trees in the existing row at the north lot line will be preserved and augmented where necessary. Together, these plantings along with existing and proposed fencing should serve as effective screening and separation between the development and the single-family residential neighborhood to the north and the commercial development to the east. New plantings throughout the development appear to provide both functional and aesthetic benefits.

At this time, the petitioner is requesting the following bulk exceptions under Section 12-3-5 from the regulations for the proposed R-3 district:

**Minimum lot area:** Seventy-nine units are proposed with a lot area of 923 square feet, and 46 units are proposed at 1,038 square feet. The proposed lot area for each unit includes only the livable space inside the building and a small landscaped front yard. All other area in the development (e.g. open space,



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driveways, stormwater detention) is allocated not to dwelling units but instead to the development overall. The minimum lot area per dwelling unit is 2,800 square feet.

**Minimum rear yard (north):** A setback of 20.63 feet is proposed where the minimum rear yard setback is 25 feet.

Regarding streets and access, the petitioner proposes that the north-south portion of Executive Way – where it connects to Oakton and borders the post office – would remain a public street. However, at the curve it would become a private drive, which requires a public street vacation of approximately 21,000 square feet. Similarly, a portion of Times Drive (approximately 7,700 square feet) would also be vacated and become private. This does not align with the submitted Tentative Plat of Subdivision.

The traffic statement discusses the parking and trip generation for the proposed townhouse development in more detail. The Illinois Department of Transportation (IDOT), citing existing signalized intersections at Lee Street and Webster Lane (1,600 feet apart), does not support the creation of an additional signalized intersection at Oakton. For pedestrians this will require using the north side of Oakton before reaching a marked crossing, approximately 700-800 feet in each direction (three-to-five-minute walk for an able-bodied person).

**Map Amendment & Conditional Use**

**Request Summary:**

The petitioner has requested a map amendment to rezone the subject property from C-3 General Commercial to R-3 Townhouse Residential. Although the site is illustrated as commercial in the 2019 Comprehensive Plan, the 2009 Oakton-Elmhurst Plan sets forth a vision with residential occupying much of the site – albeit with some commercial fronting Oakton Street. Nonetheless, R-3 is present about 1,000 feet to the west and does directly border Oakton Street (Fairmont Place development).

In general, residential is necessary proximate to commercial areas to support their vitality, and while this project would front Oakton Street, it would not front Lee Street, which would preserve commercial use at the main intersection of the Oakton-Lee area. The creation of the Oakton-Lee TIF district, as well as the City’s vision to establish a Metra commuter train station at Oakton and the North Central Service line, calls for adding residential units in the vicinity and activating vacant sites through unsubsidized development to raise the assessed value of the TIF. Improving the vacant land with this proposal would accomplish those goals

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Other than the listed exceptions under Preliminary Planned Unit Development, the proposed development would meet all other R-3 bulk regulations as excerpted in the table to follow:

**Bulk Regulations for R-3 Townhouse Residential**

<b>Yard</b>	<b>Required</b>	<b>Proposed</b>
Front Yard (South)	Min.: 25 Feet	25 Feet
<b><i>Rear Yard (North)*</i></b>	<b><i>Min.: 25 Feet, if Building Height &lt; 35 feet</i></b>	<b><i>About 21 Feet</i></b>
Side Yard (East)	Min: 5 Feet	22 Feet
Corner Side Yard (West)	Min: 10 Feet	21 feet
Building Height	Max: 45 Feet	Three stories (About 35 feet)

***\*An exception would be required to the minimum required rear yard.***  
A conditional use is required in R-3 by virtue of the proposed PUD.

**Tentative Plat of Subdivision**

**Request Summary:**

The petitioner is requesting a Tentative Plat of Subdivision to resubdivide the subject property. Under Section 13-3-1 the Subdivision Regulations require improvement of adjacent rights-of-way, which means, for example, that Executive Way next to the Post Office will receive new curb, gutter, and resurfacing. Further, under Section 13-4 the Subdivision Regulations require park land dedication and/or fee-in-lieu, although proposed private open space could provide a partial offset.

The existing property contains eight lots, which would be divided into lots for each individual townhouse unit (125), plus six lots for common areas, private drives, and the stormwater detention area for a total of 131. The new subdivision will encompass the entire 11.2-acres as shown in Attachment 6. The petitioner’s Tentative Plat shows that the size of each townhouse parcel will vary from 923 square feet in size for interior units to 1,038 square feet in size for end units. The Tentative Plat also shows the following existing easements: (i) a 13-foot Public Utility Easement and 20-foot building line on both sides of Executive Way throughout the development; (ii) a 13-foot Public Utility Easement and 20-foot building line on both sides of Times Drive throughout the development; (iii) a 20-foot building line along Oakton Street on the south side of the lot; (iv) a ten-foot electric and telephone easement and 24-foot ingress, egress, and driveway easement behind the commercial development on the south side of the lot; (v) a 23-foot public utility easement along the existing drive aisle east of the proposed detention area; (vi) a 15-

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foot public utility easement along the east property line of the development; and (vii) a five-foot public utility easement located along the north property line of the development.

The proposal includes vacating a portion of Executive Way and Times Drive with their respective easements, which is described in more detail below.

**Vacation of Public Streets**

**Request Summary:**

As described in the Project Summary on Pages 2-3, the applicant will seek vacations of public streets. It is unclear in the submission if the private drives will be gated at the point they intersect with public street segments (for example, at the Executive Way curve). Furthermore, regarding Times Drive, the commercial property at the northeast corner of Times and Oakton relies on Times for access, so it is recommended the City retain the southernmost approximately 110 linear feet, with the redevelopment agreement stating that townhouse owners will be responsible for maintenance of this segment. The City is in the process of appraising the right-of-way areas, and staff recommends that executing the agreement(s) and recording the corresponding plat is a condition for final approval.

**Alignment with the 2019 Comprehensive Plan**

Under Overarching Principles:

The principle to “Provide a Range of Housing Options” mentions “high-quality townhomes” in general and recommends, “For the Oakton Street Corridor, it is recommended that the City update ... zoning ... to permit townhomes, rowhomes, and mixed-used development.”

Under Land Use & Development:

The Future Land Use Plan illustrates the property as commercial. While the proposal does not align, it may be seen as a reasonable concept to support nearby commercial uses and the theme that the Oakton-Lee intersection should be anchored by commercial.

Under Housing:

There is a recommendation to “Ensure the City has several housing options to fit diverse needs.” Townhouses appeal to a wide range of potential households and provide a middle ground between the heavy supply (proportionally) of single-family detached homes and apartments/condominiums.

**Alignment with the 2009 Oakton Street/Elmhurst Road Corridor Plan**

- This proposal coincides with the vision to develop a portion of a large site with residential, although the plan calls for multifamily and the proposal is for single-family attached. However, because residential would occupy the entire site, it is likely the number of units envisioned in the general area is more or less aligned.
- However, the proposal does not include any commercial, and the plan called for both residential and commercial (mixed use). In the concept sketch, generally small, standalone

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commercial buildings akin to Vision Care, Dunkin Donuts, and Charcoal Delights are shown at the Oakton frontage.

**Alignment with the 2019 Oakton Station Feasibility Study**

- The study includes the subject site in the proposed station area because it is within a half-mile radius (10-minute walk). The study suggested that a new Metra station could attract transit-oriented development (TOD) in the form of multifamily, office, and retail. However, TOD tends to follow after the transit operator has formally committed to the station or after it is operational.
- While not as dense as the multifamily residential typically found next to Metra stations, this proposed townhouse residential development would add an estimated 300 residents to the area (based on the resident projections in the Subdivision Regulations). These new residents would grow the market of potential riders and bolster the City’s case for having a station.

**PUD and Conditional Use Findings**

As required, the proposed development is reviewed below in terms of the findings contained in 12-3-4 and 12-3-5 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 R-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 specific design of this mixed-use development, which allocates much of its land to common areas to appeal to households to whom it is marketed. Please also see the responses from the applicant.

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**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 would be accommodated in the proposed development. 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 serves as a transition between single-family development to the north and corridor commercial development to the south and east. Additionally, considerations will be made to mitigate 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 by removing a large, vacant, visually unappealing property. Such a significant improvement will contribute positively to the tax base – of the City overall and the Oakton-Lee TIF – 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 general goals and objectives of the Comprehensive Plan. Please also see the responses from the applicant.

**Map Amendment Findings**

As required, the proposed development is reviewed below in terms of the findings contained in 12-3-7 of the Zoning Ordinance:

**A. Whether the proposed amendment is consistent with the goals, objectives, and policies of the comprehensive plan, as adopted and amended from time to time by the city council:**

**Comment:** The proposed amendment is consistent with general guidance and vision, if not the property illustration future land use map. Please also see the responses from the applicant.

**B. Whether the proposed amendment is compatible with current conditions and the overall character of existing development in the immediate vicinity of the subject property;**

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**Comment:** Townhouse residential is already present on the north side of Oakton in the vicinity and would be complementary to and bolstering of desired commercial character nearby. Please also see the responses from the applicant.

**C. Whether the proposed amendment is appropriate considering the adequacy of public facilities and services available to this subject property;**

**Comment:** Public facilities and services must be made available to the subject property, even after public street vacations. Please also see the responses from the applicant.

**D. Whether the proposed amendment will have an adverse effect on the value of properties throughout the jurisdiction; and**

**Comment:** The amendment would likely lead to redevelopment and the elimination of a large, vacant property that is a drag on property value. To that end, it would be an enhancement of property value. Please also see the responses from the applicant.

**E. Whether the proposed amendment reflects responsible standards for development and growth.**

**Comment:** The proposed development complements existing development and is a good first step in achieving the revitalization desired through the Oakton-Lee TIF and Oakton train station feasibility study. Additionally, screening considerations, particularly at the north lot line, 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.

**Recommendation:**

Staff supports the Preliminary PUD; Conditional Use for PUD, Map Amendment from C-3 to R-3, and Tentative Plat of Subdivision subject to the following conditions:

1. The necessary redevelopment agreement and Plat of Vacation should be negotiated with and approved by the City prior to recording of any Final PUD Plat or Final Plat of Subdivision. All preliminary or tentative plats should be revised, if necessary, to reflect the agreed-upon vacations.
2. The governing documents for the subject parcels will be reviewed and approved by the City Attorney prior to the recording of any Final PUD Plat or Final Plat of Subdivision.
3. 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 Conditional Use, the Map Amendment, the Tentative Plat of Subdivision, and the Vacation of Public Streets requests for 1050 East Oakton Street.



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**A motion was made by Board Member Hofherr, seconded by Board Member Catalano, to approve the Preliminary Planned Unit Development, the Conditional Use, the Map Amendment, the Tentative Plat of Subdivision, and the Vacation of Public Streets requests for 1050 East Oakton Street, with the following conditions: (i) The necessary redevelopment agreement and Plat of Vacation should be negotiated with and approved by the City prior to recording of any Final PUD Plat or Final Plat of Subdivision. All preliminary or tentative plats should be revised, if necessary, to reflect the agreed-upon vacations (ii) The governing documents for the subject parcels will be reviewed and approved by the City Attorney prior to the recording of any Final PUD Plat or Final Plat of Subdivision and (iii) 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.**

AYES: Hofherr, Catalano, Fowler, Saletnik  
NAYES: None  
ABSTAIN: None

**\*\*\*MOTION CARRIES UNANIMOUSLY \*\*\***

**CITY OF DES PLAINES**

**ORDINANCE        Z - 40 - 21**

**AN ORDINANCE APPROVING A PRELIMINARY PLANNED UNIT DEVELOPMENT, TENTATIVE PLAT OF SUBDIVISION, AND MAP AMENDMENT FOR 1050 EAST OAKTON STREET, 1000-1100 EXECUTIVE WAY, AND 1555 TIMES DRIVE (Case #21-019-PPUD-TSUB-MAP-CU).**

**WHEREAS**, 1090-1100 Executive LLC (*“Executive Way Property Owner”*) is the owner of that certain real property commonly known as 1090-1100 Executive Way, Des Plaines, Illinois (*“Executive Way Property”*); and

**WHEREAS**, 1555 Times LLC (*“Times Drive Property Owner”*) is the owner of that certain real property commonly known as 1555 Times Drive, Des Plaines, Illinois (*“Times Drive Property”*); and

**WHEREAS**, Oakton Manheim LLC (*“Oakton Street Properties Owner”*) is the owner of those certain real properties commonly known as 1050 E. Oakton Street, Des Plaines, Illinois and 1000 Executive Way, Des Plaines, Illinois (collectively, *“Oakton Street Properties”*) (collectively, the Executive Way Property Owner, Times Drive Property Owner, and Oakton Street Properties Owner are the *“Owners”*) (collectively the Executive Way Property, Times Drive Property and Oakton Street Properties are the *“Subject Property”*); and

**WHEREAS**, the Subject Property is located in the C-3 General Commercial Zoning District of the City (*“C-3 District”*); and

**WHEREAS**, M/I Homes of Chicago LLC (*“Petitioner”*) is the contract purchaser of the Subject Property; and

**WHEREAS**, the Executive Way Property, the Times Drive Property and the Oakton Street Properties are vacant and unimproved and are separated by the Times Drive and Executive Way public rights-of-way; and

**WHEREAS**, the Petitioner proposes to: (i) resubdivide the Subject Property, which resubdivision contemplates the vacation of portions of the Times Drive and Executive Way public rights-of-way (*“Proposed Vacation”*); and (ii) develop the Subject Property with 23 three-story townhouse buildings containing a total of 125 townhouse units, 286 parking spaces (250 for residents and 36 for guests), associated private drives and access lanes, multiple common open space recreational areas, and stormwater detention facilities (collectively, the *“Proposed Development”*); and

**WHEREAS**, pursuant to Sections 12-3-7, 12-3-5, and 12-3-7 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 Owners, an application with the City for the approval of: (i) a map amendment to the “Zoning Map of the City of Des Plaines” (*“Zoning Map”*) to rezone the Subject Property from the C-3 District to the R-3

Townhouse District ("**Proposed Map Amendment**"); (ii) a tentative plat of subdivision for the entire Subject Property prepared by CAGE Civil Engineering, consisting of four sheets, with a latest revision date of July 7, 2021 ("**Proposed Tentative Plat of Subdivision**"); (iii) a preliminary plat of planned unit development of the Subject Property ("**Proposed Preliminary Plat of PUD**"), including a certain proposed exception within the proposed planned unit development ("**Proposed PUD Exception**"); (collectively, (i) through (iii) is the "**Requested Relief**"); and

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

**WHEREAS**, within 90 days after the date of the Petitioner's application, a public hearing was held by the PZB on June 22, 2021 pursuant to publication in the *Journal & Topics* on June 2, 2021; 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 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 Sections 12-3-5 and 12-3-7 of the Zoning Ordinance, the PZB filed a written report with the City Council on June 28, 2021, summarizing the testimony and evidence received by the PZB and stating by a vote of 4-0 its recommendation to approve the Requested Relief 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 map amendments, conditional uses, tentative plat of subdivision, and planned unit developments set forth in the Zoning Ordinance and the Subdivision Regulations, and the Community and Economic Development Staff Memorandum dated July 8, 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.

{00121225.2}

**SECTION 2. LEGAL DESCRIPTION OF THE SUBJECT PROPERTY.** The

Subject Property is legally described as:

PARCEL 1:

LOT 8 IN FIRST ADDITION TO OAK LEAF COMMONS-OFFICE PLAZA, BEING A RESUBDIVISION OF LOT 7 IN OAK LEAF COMMONS-OFFICE PLAZA, BEING A RESUBDIVISION OF PART OF LOTS 5 AND 6 IN CARL LAGERHAUSEN ESTATE DIVISION, AND PART OF LOT 1 IN WILLIAM LAGERHAUSEN DIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 11, 1967 AS DOCUMENT LR2307695, ALL IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE FIRST PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 7 IN FIRST ADDITION TO OAK LEAF COMMONS OFFICE PLAZA, BEING A RESUBDIVISION OF LOT 7 IN OAK LEAF COMMONS OFFICE PLAZA, BEING A RESUBDIVISION OF PART OF LOTS 5 AND 6 IN CARL LAGERHAUSEN ESTATE AND PART OF LOT 1 IN WILLIAM LAGERHAUSEN DIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 11, 1967 AS DOCUMENT LR2307695, ALL IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 1:

LOTS 1, 2, 3, AND 4 IN OAK LEAF COMMONS – OFFICE PLAZA, BEING A RESUBDIVISION OF PART OF LOTS 5 AND 6 IN CARL LAGERHAUSEN ESTATE DIVISION, AND PART OF LOT 1 IN WILLIAM LAGERHAUSEN DIVISION, ALL IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 3 IN CATERER’S RESUBDIVISION IN LOTS 5 AND 6 IN OAK LEAF COMMONS – OFFICE PLAZA, BEING A RESUBDIVISION OF PART OF LOTS 5 AND 6 IN CARL LAGERHAUSEN ESTATE DIVISION AND PART OF LOT 1 IN WILLIAM LAGERHAUSEN DIVISION, ALL IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF FILED JULY 9, 1980 AS DOCUMENT LR3168393

P.I.N.s: 09-20-316-020-0000; 09-20-316-021-0000; 09-20-316-023-0000; 09-20-316-024-0000; 09-20-316-025-0000; 09-20-316-026-0000; 09-20-321-005-0000; 09-20-322-001-0000

**SECTION 3. APPROVAL OF TENTATIVE PLAT OF SUBDIVISION.** Subject to and contingent upon the conditions set forth in Section 8 of this Ordinance, and pursuant to Section 13-2-7 of the City Code, and subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 5 of this Ordinance, the City Council hereby approves the Tentative Plat of Subdivision for the Subject Property, a copy of which is attached to, and by this reference, made a part of this Ordinance as *Exhibit A*.

**SECTION 4. 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 C-3 General District to the R-3 Townhouse District.

**SECTION 5. 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 PUD Plat for Halston Market, consisting of one sheet, prepared by CAGE Civil Engineering, and with a latest revision date of July 7, 2021;
- B. Building Elevations and Floor Plans for Halston Market, consisting of nine sheets, prepared M/I Homes of Chicago LLC, and with a latest revision date of February 23, 2021; and
- C. Preliminary Site Improvement Plans for Halston Market, consisting of three sheets, prepared by CAGE Civil Engineering, and with a latest revision date of July 7, 2021 (collectively,

{00121225.2}

the "*Proposed Preliminary Plat of PUD*"), copies of which are attached to and, by this reference, made a part of this Ordinance as **Exhibit B**. 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 6. ACKNOWLEDGEMENT OF REQUEST FOR PUD EXCEPTION.**

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, an exception to the bulk regulations of the R-3 Townhouse District to permit a minimum lot area of 923 square feet per dwelling unit, where a minimum of 2,800 square feet per dwelling unit is required, as set forth in Section 12-7-3.F of the Zoning Ordinance. 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 approval the Proposed PUD Exception.

**SECTION 7. SUBMISSION OF FINAL PLAT OF PUD 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 8. 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 Subject Property, as provided in Section 5 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

{00121225.2}



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 Subject Property, 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 9. CONDITIONS OF APPROVAL.** The approvals granted in Sections 3, 4, and 5 of this Ordinance are expressly subject to and contingent upon compliance by the Petitioner with each and all of the following conditions, all at the sole cost and expense of the Petitioner:

A. 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 of the Zoning Ordinance; and (ii) a Final Plat of Subdivision for the Subject Property; that meets all the requirements of the Subdivision Regulations.

B. Development Agreement and Plat of Vacations. A development agreement (“*Development Agreement*”) between the Petitioner and the City and a plat of vacation for the Proposed Vacations (“*Plat of Vacation*”), in forms acceptable to the City’s General Counsel, must be submitted for approval by the City Council concurrently with the City Council’s approval of the Final Plat of PUD and Final Plat of Subdivision. The Preliminary Plat of PUD and the Tentative

{00121225.2}

Plat of Subdivision should be revised, if necessary, to reflect the final agreed upon vacations. The Development Agreement and the Plat of Vacations must be recorded concurrently with the Ordinance approving the Final Plat of PUD and Final Plat of Subdivision.

C. Any and all governing documents for the Proposed 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 Plat of PUD or Final Plat of Subdivision.

D. 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 Plat of PUD.

E. 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.

F. The final plans submitted with the Final Plat of PUD shall be in substantial compliance with the Preliminary Plat of PUD, except that plans shall be labeled to demonstrate construction of a new fence at the north lot line instead of utilizing the existing fence. City Council may determine in its discretion at the time of Final Plat approval that for the purposes of tree preservation or another compelling reason that rehabilitation of the existing fence is acceptable in lieu of constructing a new fence.

**SECTION 10. TIME PERIOD FOR SUBMISSION OF FINAL PLAT OF PUD 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

{00121225.2}

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

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

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

**ATTEST:**

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

Published in pamphlet form this  
\_\_\_\_\_ day of \_\_\_\_\_, 2021.

Approved as to form:

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

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

OWNER/CLIENT

M/I HOMES OF CHICAGO, LLC  
400 E. DIEHL ROAD, SUITE 230  
NAPERVILLE, ILLINOIS

CURRENT P.I.N.:

- 09-20-316-020
09-20-316-021
09-20-316-023
09-20-316-024
09-20-316-025
09-20-316-026
09-20-321-005
09-20-322-001

AREA TABLE

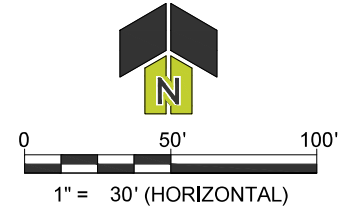
Table with 2 columns: Lot Number, Area (Square Feet). Includes totals for lots 1-125, 500, 501, 502, 503, 504, 505, and a grand total of 487,894 square feet.

TENTATIVE PLAT

OF HALSTON MARKET

BASIS OF BEARINGS

COORDINATES AND BEARINGS ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83), ADJUSTED TO GROUND VALUES, AS ESTABLISHED BY REAL-TIME KINEMATIC (RTK) GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) UTILIZING GPS OBSERVATIONS



SURVEYOR'S NOTES

- 1. DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF...
2. DIMENSIONS ALONG CURVED LINES ARE ARC LENGTHS (L), RADII (R) AND CHORD BEARING AND LENGTH (CH).
3. NO MEASUREMENT SHALL BE ASSUMED BY SCALE MEASUREMENT
4. EASEMENTS AND SETBACKS AS SHOWN ON THE PLATTED SUBDIVISION ARE HEREBY GRANTED...
5. THIS SUBDIVISION MAY BE SUBJECT TO MATTERS OF TITLE, WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT...
6. DENOTES CONCRETE MONUMENTS.
7. IN ACCORDANCE WITH CHAPTER 765 ILCS SECTION 205/1, 5/8"x 24" IRON RODS WILL BE SET AT ALL LOT CORNERS AND POINTS OF GEOMETRIC CHANGE...

LEGAL DESCRIPTION

LOT 7 AND 8 IN FIRST ADDITION TO OAK LEAF COMMONS-OFFICE PLAZA, BEING A RESUBDIVISION OF LOT 7 IN OAK LEAF COMMONS-OFFICE PLAZA, BEING A RESUBDIVISION OF PART OF LOTS 5 AND 6 IN CARL LAGERHAUSEN ESTATE DIVISION, AND PART OF LOT 1 IN WILLIAM LAGERHAUSEN DIVISION, ALL IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 11, 1967 AS DOCUMENT T2307695 IN COOK COUNTY, ILLINOIS.

LEGEND

- EX. BOUNDARY LINE
EX. LOT LINE
EX. EASEMENT LINE
EX. CENTERLINE
BUILDING LINE
EX. STORM LINE
EX. SANITARY LINE
EX. WATERMAIN
EX. OVERHEAD UTILITY LINE
PROP. LOT LINE
PROP. EASEMENT LINE
PROP. SETBACK LINE
MEASURED INFORMATION
RECORD INFORMATION
P.U.E. = PUBLIC UTILITY EASEMENT
B.L. = BUILDING LINE
S.M.E. = STORMWATER MANAGEMENT EASEMENT
I.E.E. = INGRESS/EGRESS EASEMENT
B.U.E. = BLANKET UTILITY EASEMENT
FOUND IRON ROD/PIPE
FOUND CUT CROSS
FOUND PK NAIL
EX. ELEC. HANDHOLE
EX. LIGHT
EX. GAS VALVE
EX. TELEPHONE PEDESTAL
EX. SIGN
EX. BOLLARD
EX. VALVE VAULT
EX. HYDRANT
EX. CATCH BASIN
EX. MANHOLE
EX. UTILITY POLE
EX. CONF. TREE
EX. DEC. TREE

Three Parcel Tables. Each table has columns for Parcel # and Area (SF). The tables list parcels 1-103, 43-923, and 85-923.

SHEET INDEX table with 3 rows: SHEET 1 OF 4: EX. BOUNDARY, EASEMENT, SETBACKS AND PROPOSED LOT LAYOUT; SHEET 2 OF 4: VACATION OF EXISTING EASEMENTS, SETBACKS AND RIGHT-OF-WAY; SHEETS 3 & 4 OF 4: PROPOSED LOT DETAILS.

DATE: JUNE 10, 2021
EXPIRES: 11/30/22



REVISIONS table with columns for revision number and description.

HALSTON MARKET
CITY OF DES PLAINES, ILLINOIS
TENTATIVE PLAT OF SUBDIVISION

PROJ. NO: 200138
DATE: 05/19/21
SCALE: 1"=50'
SHEET NUMBER
1 OF 4

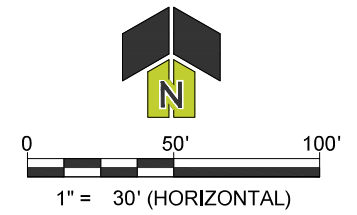
**OWNER/CLIENT**

M/I HOMES OF CHICAGO, LLC  
400 E. DIEHL ROAD, SUITE 230  
NAPERVILLE, ILLINOIS

**CURRENT P.I.N.:**

09-20-316-020  
09-20-316-021  
09-20-316-023  
09-20-316-024  
09-20-316-025  
09-20-316-026  
09-20-321-005  
09-20-322-001

TENTATIVE PLAT  
OF  
**HALSTON MARKET**



**BASIS OF BEARINGS**

COORDINATES AND BEARINGS ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83), ADJUSTED TO GROUND VALUES, AS ESTABLISHED BY REAL-TIME KINEMATIC (RTK) GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) UTILIZING GPS OBSERVATIONS

**LEGAL DESCRIPTION**

LOT 7 AND 8 IN FIRST ADDITION TO OAK LEAF COMMONS-OFFICE PLAZA, BEING A RESUBDIVISION OF LOT 7 IN OAK LEAF COMMONS-OFFICE PLAZA, BEING A RESUBDIVISION OF PART OF LOTS 5 AND 6 IN CARL LAGERHAUSEN ESTATE DIVISION, AND PART OF LOT 1 IN WILLIAM LAGERHAUSEN DIVISION, ALL IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 11, 1967 AS DOCUMENT T2307695 IN COOK COUNTY, ILLINOIS.

TOGETHER WITH:  
LOTS 1, 2, 3 AND 4 IN OAK LEAF COMMONS - OFFICE PLAZA, BEING A RESUBDIVISION OF PART OF LOTS 5 AND 6 IN CARL LAGERHAUSEN ESTATE DIVISION, AND PART OF LOT 1 IN WILLIAM LAGERHAUSEN DIVISION, ALL IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 17, 1964 AS DOCUMENT T2187265 IN COOK COUNTY, ILLINOIS.

TOGETHER WITH:  
LOT 3 IN CATERER'S RESUBDIVISION OF LOTS 5 AND 6 IN OAK LEAF COMMONS - OFFICE PLAZA, BEING A RESUBDIVISION OF PART OF LOTS 5 AND 6 IN CARL LAGERHAUSEN ESTATE DIVISION AND PART OF LOT 1 IN WILLIAM LAGERHAUSEN DIVISION, ALL IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1980 AS DOCUMENT T3168393 IN COOK COUNTY, ILLINOIS.

PART OF LOT 5

CARL LAGERHAUSEN ESTATE DIVISION  
REC. OCTOBER 22, 1913  
PER DOC. 5283458  
N87°03'00"E  
22.00'

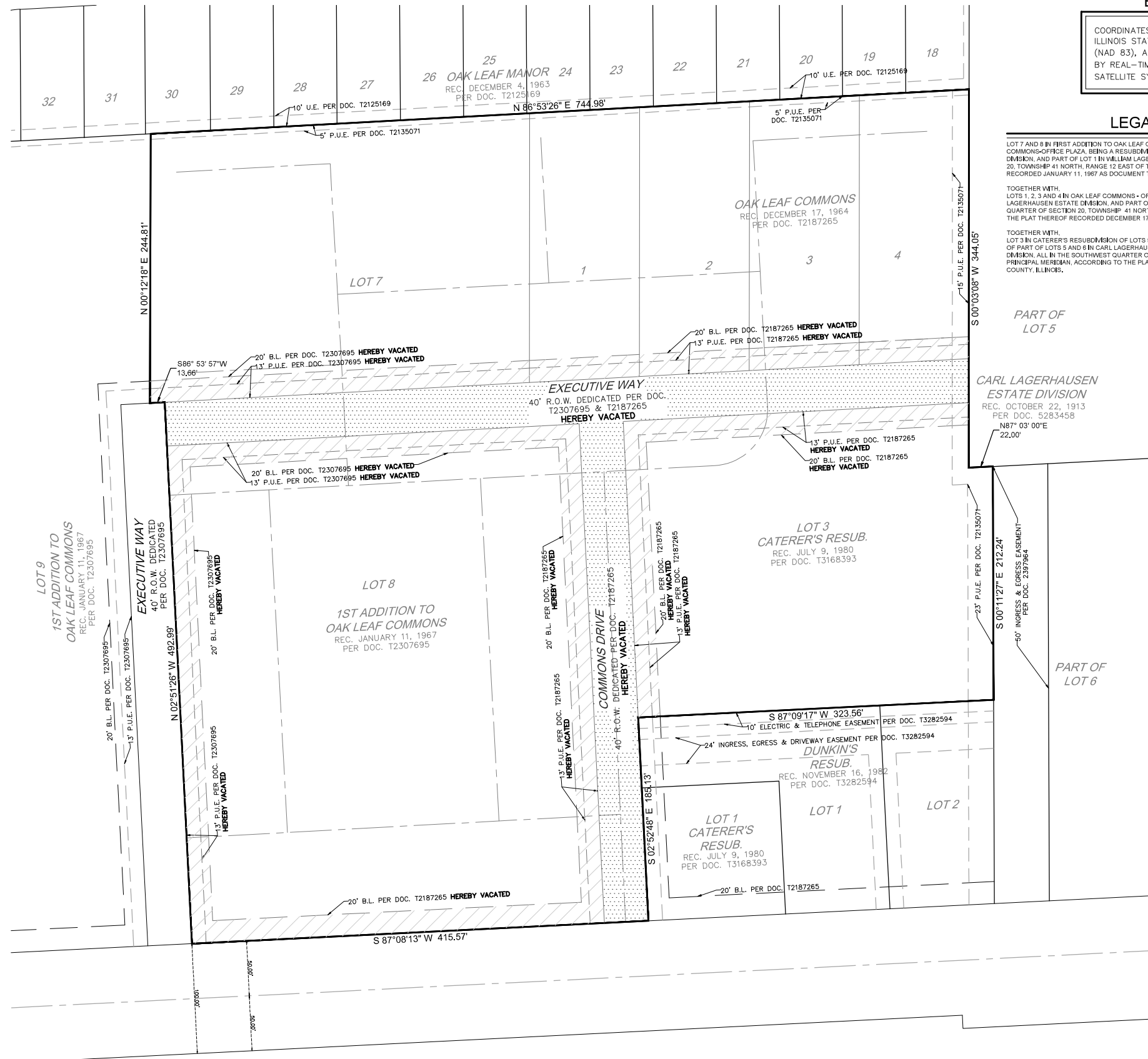
PART OF LOT 6

**LEGEND**

- = EX. BOUNDARY LINE
- = EX. LOT LINE
- - - = EX. EASEMENT LINE
- - - = EX. CENTERLINE
- - - = BUILDING LINE
- - - = PROP. LOT LINE
- - - = PROP. EASEMENT LINE
- - - = PROP. SETBACK LINE
- XXX.XX = MEASURED INFORMATION
- (XXX.XX) = RECORD INFORMATION
- P.U.E. = PUBLIC UTILITY EASEMENT
- B.L. = BUILDING LINE
- [Hatched Box] = VACATED RIGHT-OF-WAY
- [Dotted Box] = VACATED PUBLIC UTILITY EASEMENT & BUILDING LINE

**SURVEYOR'S NOTES**

1. DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF. MEASUREMENTS SHOWN IN PARENTHESIS (XXX) ARE RECORD VALUES.
2. DIMENSIONS ALONG CURVED LINES ARE ARC LENGTHS (L), RADII (R) AND CHORD BEARING AND LENGTH (CH).
3. NO MEASUREMENT SHALL BE ASSUMED BY SCALE MEASUREMENT
4. EASEMENTS AND SETBACKS AS SHOWN ON THE PLATTED SUBDIVISION ARE HEREBY GRANTED..
5. THIS SUBDIVISION MAY BE SUBJECT TO MATTERS OF TITLE, WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT, PRE-EXISTING EASEMENTS, SETBACKS AND OTHER RESTRICTIONS WHICH MAY BE FOUND IN A CURRENT TITLE REPORT, LOCAL ORDINANCES, DEEDS OR OTHER INSTRUMENT OF RECORD AND MAY NOT BE SHOWN OR PLOTTABLE.
6. EASEMENTS, SETBACK LINES AND RIGHT-OF-WAY AS SHOWN HEREON AND LABELED "HEREBY VACATED" ARE HEREBY VACATED, ABROGATED AND ABANDONED AS APPROVED BY THE CITY OF DES PLAINES AND UTILITY COMPANIES WITH EXISTING RIGHTS.



3110 WOODCREEK DRIVE  
DOWNERS GROVE, IL 60515  
P. 630.598.0007  
WWW.CAGECIVIL.COM



**REVISIONS**

NO.	DATE	DESCRIPTION

2021.06.11  
PRELIMINARY VILLAGE REVIEW#1

1/2" Scale and 100' Graphic Scale. All dimensions are in feet and inches unless otherwise noted. All bearings are in degrees, minutes and seconds. All distances are in feet and inches unless otherwise noted.

HALSTON MARKET  
CITY OF DES PLAINES, ILLINOIS  
TENTATIVE PLAT OF SUBDIVISION

PROJ. NO: 200138  
PM: SJP  
DATE: 05/13/21  
SCALE: 1"=50'  
SHEET NUMBER

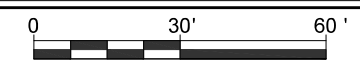
2 OF 4





**BASIS OF BEARINGS**

COORDINATES AND BEARINGS ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83), ADJUSTED TO GROUND VALUES, AS ESTABLISHED BY REAL-TIME KINEMATIC (RTK) GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) UTILIZING GPS OBSERVATIONS



1" = 30' (HORIZONTAL)

**LEGEND**

- = EX. BOUNDARY LINE
- = EX. LOT LINE
- - - = EX. EASEMENT LINE
- - - = EX. CENTERLINE
- - - = BUILDING LINE
- - - = PROP. STORM
- - - = PROP. SANITARY
- - - = PROP. WATERMAIN
- - - = PROP. LOT LINE
- - - = PROP. EASEMENT LINE
- - - = PROP. SETBACK LINE
- XXX.XX = MEASURED INFORMATION
- (XXX.XX) = RECORD INFORMATION
- P.U.E. = PUBLIC UTILITY EASEMENT
- B.L. = BUILDING LINE
- S.M.E. = STORMWATER MANAGEMENT EASEMENT
- B.U.E. = BLANKET UTILITY EASEMENT
- = FOUND IRON ROD/PIPE
- ✕ = FOUND CUT CROSS
- = FOUND PK NAIL
- ⊙ = PROP. STORM STRUCTURE
- ⊙ = PROP. SANITARY STRUCTURE
- ⊙ = PROP. WATERMAIN STRUCTURE
- ⊙ = PROP. HYDRANT

**CURRENT P.I.N.:**

- 09-20-316-020
- 09-20-316-021
- 09-20-316-023
- 09-20-316-024
- 09-20-316-025
- 09-20-316-026
- 09-20-321-005
- 09-20-322-001

TENTATIVE APPROVAL OF BLANKET UTILITY EASEMENTS. THE FOLLOWING UTILITY COMPANIES HAVE BEEN NOTIFIED AND ARE CURRENTLY REVIEWING THIS TENTATIVE SUBDIVISION FOR 1050 E. OAKTON STREET:

COMMONWEALTH EDISON

PRINTED NAME & TITLE

AT&T

PRINTED NAME & TITLE

NICOR GAS

PRINTED NAME & TITLE

COMCAST

PRINTED NAME & TITLE

**REVISIONS**

NO.	DATE	DESCRIPTION

HALSTON MARKET  
CITY OF DES PLAINES, ILLINOIS  
TENTATIVE PLAT OF SUBDIVISION

PROJ. NO: 200138  
PM: SJP  
DATE: 05/13/21  
SCALE: 1"=30'  
SHEET NUMBER

**3** OF **4**

3110 WOODCREEK DRIVE  
DOWNS GROVE, IL 60515  
P. 630.598.0007  
WWW.CAGECIVIL.COM



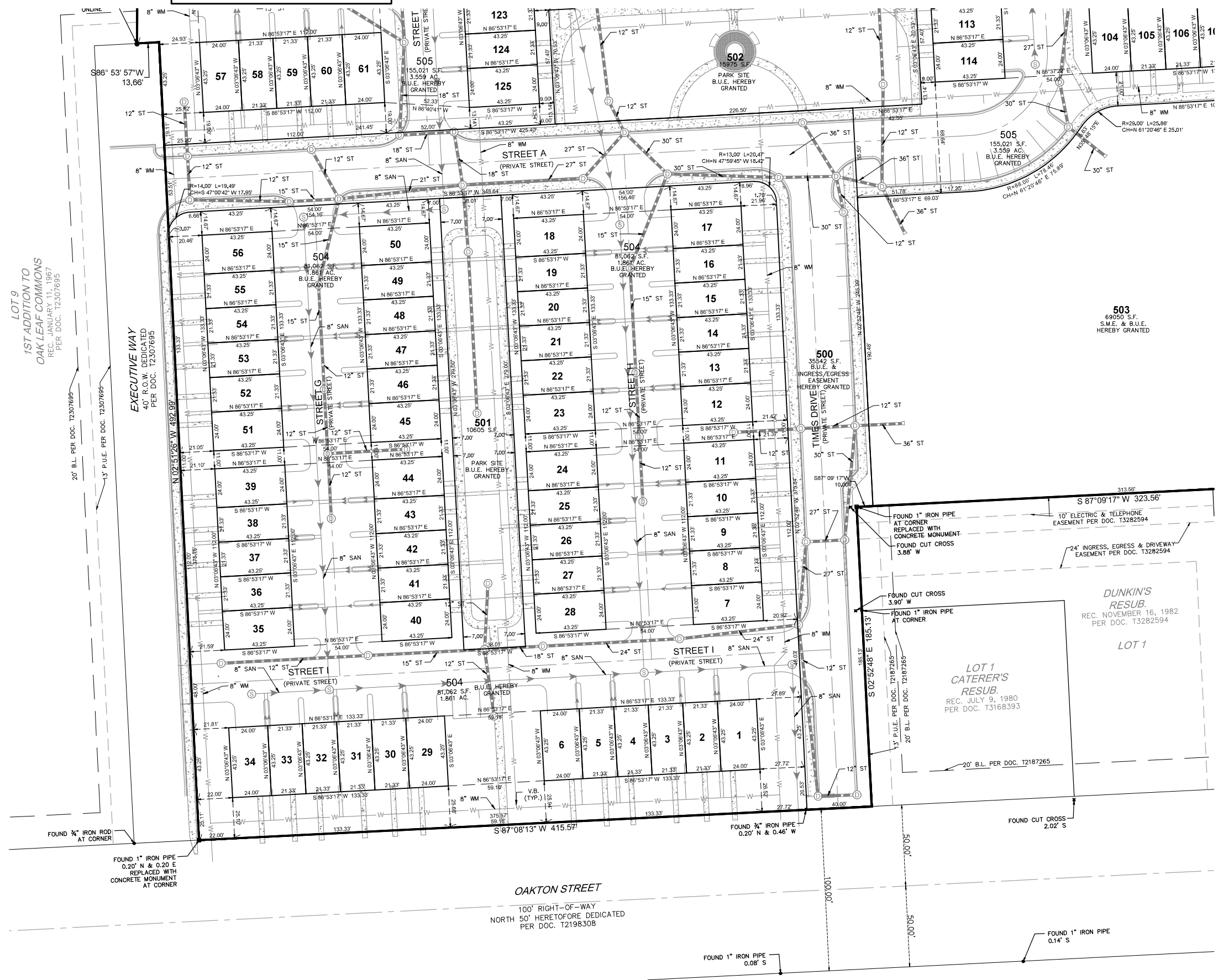
TENTATIVE PLAT  
OF  
**HALSTON MARKET**

BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**AREA TABLE**

LOTS 1-125:	120,639 SQUARE FEET (2.770 AC±)
LOT 500:	35,542 SQUARE FEET (0.816 AC±)
LOT 501:	10,605 SQUARE FEET (0.243 AC±)
LOT 502:	15,975 SQUARE FEET (0.367 AC±)
LOT 503:	69,050 SQUARE FEET (1.585 AC±)
LOT 504:	81,062 SQUARE FEET (1.861 AC±)
LOT 505:	155,021 SQUARE FEET (3.559 AC±)
TOTAL:	487,894 SQUARE FEET (11.201 AC±)

**OWNER/CLIENT**  
M/I HOMES OF CHICAGO, LLC  
400 E. DIEHL ROAD, SUITE 230  
NAPERVILLE, ILLINOIS



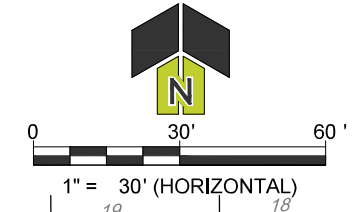


COORDINATES AND BEARINGS ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83), ADJUSTED TO GROUND VALUES, AS ESTABLISHED BY REAL-TIME KINEMATIC (RTK) GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) UTILIZING GPS OBSERVATIONS

**OWNER/CLIENT**  
 M/I HOMES OF CHICAGO, LLC  
 400 E. DIEHL ROAD, SUITE 230  
 NAPERVILLE, ILLINOIS

# TENTATIVE PLAT OF HALSTON MARKET

BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS



- LEGEND**
- = EX. BOUNDARY LINE
  - = EX. LOT LINE
  - - - = EX. EASEMENT LINE
  - - - = EX. CENTERLINE
  - = BUILDING LINE
  - = PROP. STORM
  - = PROP. SANITARY
  - = PROP. WATERMAIN
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  - XXX.XX = MEASURED INFORMATION
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  - P.U.E. = PUBLIC UTILITY EASEMENT
  - B.L. = BUILDING LINE
  - S.M.E. = STORMWATER MANAGEMENT EASEMENT
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  - = FOUND IRON ROD/PIPE
  - ✕ = FOUND CUT CROSS
  - = FOUND PK NAIL
  - ⊙ = PROP. STORM STRUCTURE
  - ⊙ = PROP. SANITARY STRUCTURE
  - ⊙ = PROP. WATERMAIN STRUCTURE
  - ⊙ = PROP. HYDRANT
- CURRENT P.I.N.:**
- 09-20-316-020
  - 09-20-316-021
  - 09-20-316-023
  - 09-20-316-024
  - 09-20-316-025
  - 09-20-316-026
  - 09-20-321-005
  - 09-20-322-001



REVISIONS

2021.07.07	PRELIMINARY CITY REVIEW #1
2021.06.11	PRELIMINARY VILLAGE REVIEW #1
2021.06.11	PRELIMINARY VILLAGE REVIEW #1

HALSTON MARKET  
 CITY OF DES PLAINES, ILLINOIS  
 TENTATIVE PLAT OF SUBDIVISION

PROJECT NO:	200138
DATE:	05/13/21
SCALE:	1"=30'
SHEET NUMBER:	4 OF 4



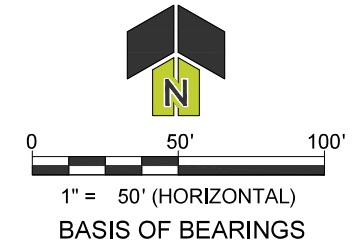
**OWNER/CLIENT**

M/I HOMES OF CHICAGO, LLC  
400 E. DIEHL ROAD, SUITE 230  
NAPERVILLE, ILLINOIS

**CURRENT P.I.N.:**

- 09-20-316-020
- 09-20-316-021
- 09-20-316-023
- 09-20-316-024
- 09-20-316-025
- 09-20-316-026
- 09-20-321-005
- 09-20-322-001

PRELIMINARY P.U.D. PLAN  
OF  
**HALSTON MARKET**



COORDINATES AND BEARINGS ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83), ADJUSTED TO GROUND VALUES, AS ESTABLISHED BY REAL-TIME KINEMATIC (RTK) GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) UTILIZING GPS OBSERVATIONS

THIS IS NOT A PLAT OF SUBDIVISION, REFER TO THE FINAL PLAT OF SUBDIVISION, WHICH IS A SEPARATE DOCUMENT FOR BOUNDARY INFORMATION, LOT DIMENSIONS, LEGAL DESCRIPTION AND AREA'S

**SURVEYED AREA**

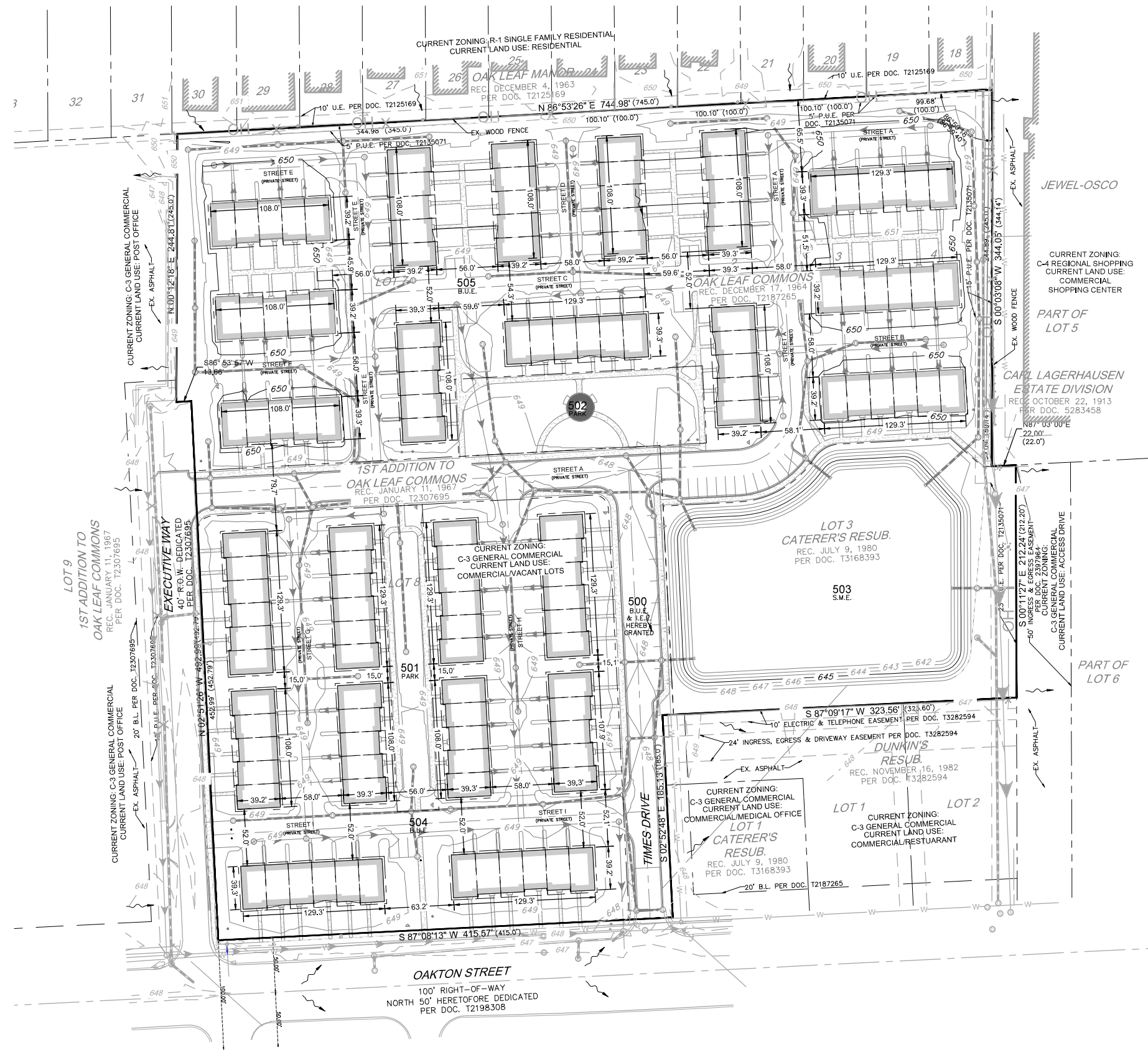
487,894 SQUARE FEET (11.201 AC±)

**LEGAL DESCRIPTION**

LOT 7 AND 8 IN FIRST ADDITION TO OAK LEAF COMMONS-OFFICE PLAZA, BEING A RESUBDIVISION OF LOT 7 IN OAK LEAF COMMONS-OFFICE PLAZA, BEING A RESUBDIVISION OF PART OF LOTS 5 AND 6 IN CARL LAGERHAUSEN ESTATE DIVISION, AND PART OF LOT 1 IN WILLIAM LAGERHAUSEN DIVISION, ALL IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 11, 1967 AS DOCUMENT T2307695 IN COOK COUNTY, ILLINOIS.

TOGETHER WITH, LOTS 1, 2, 3 AND 4 IN OAK LEAF COMMONS - OFFICE PLAZA, BEING A RESUBDIVISION OF PART OF LOTS 5 AND 6 IN CARL LAGERHAUSEN ESTATE DIVISION, AND PART OF LOT 1 IN WILLIAM LAGERHAUSEN DIVISION, ALL IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 17, 1964 AS DOCUMENT T2187265, IN COOK COUNTY, ILLINOIS.

TOGETHER WITH, LOT 3 IN CATERER'S RESUBDIVISION OF PART OF LOTS 5 AND 6 IN OAK LEAF COMMONS - OFFICE PLAZA, BEING A RESUBDIVISION OF PART OF LOTS 5 AND 6 IN CARL LAGERHAUSEN ESTATE DIVISION, AND PART OF LOT 1 IN WILLIAM LAGERHAUSEN DIVISION, ALL IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1980 AS DOCUMENT T3168393, IN COOK COUNTY, ILLINOIS.



**GENERAL NOTES**

1. DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF. MEASUREMENTS SHOWN IN PARENTHESIS (XXX) ARE RECORD VALUES.
2. DIMENSIONS ALONG CURVED LINES ARE ARC LENGTHS (L), RADII (R) AND CHORD BEARING AND LENGTH (CH).
3. NO MEASUREMENT SHALL BE ASSUMED BY SCALE MEASUREMENT
4. THIS SURVEY IS SUBJECT TO MATTERS OF TITLE, WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT, PRE-EXISTING EASEMENTS, SETBACKS AND OTHER RESTRICTIONS WHICH MAY BE FOUND IN A CURRENT TITLE REPORT, LOCAL ORDINANCES, DEEDS OR OTHER INSTRUMENT OF RECORD AND MAY NOT BE SHOWN OR PLOTTABLE.



**REVISIONS**

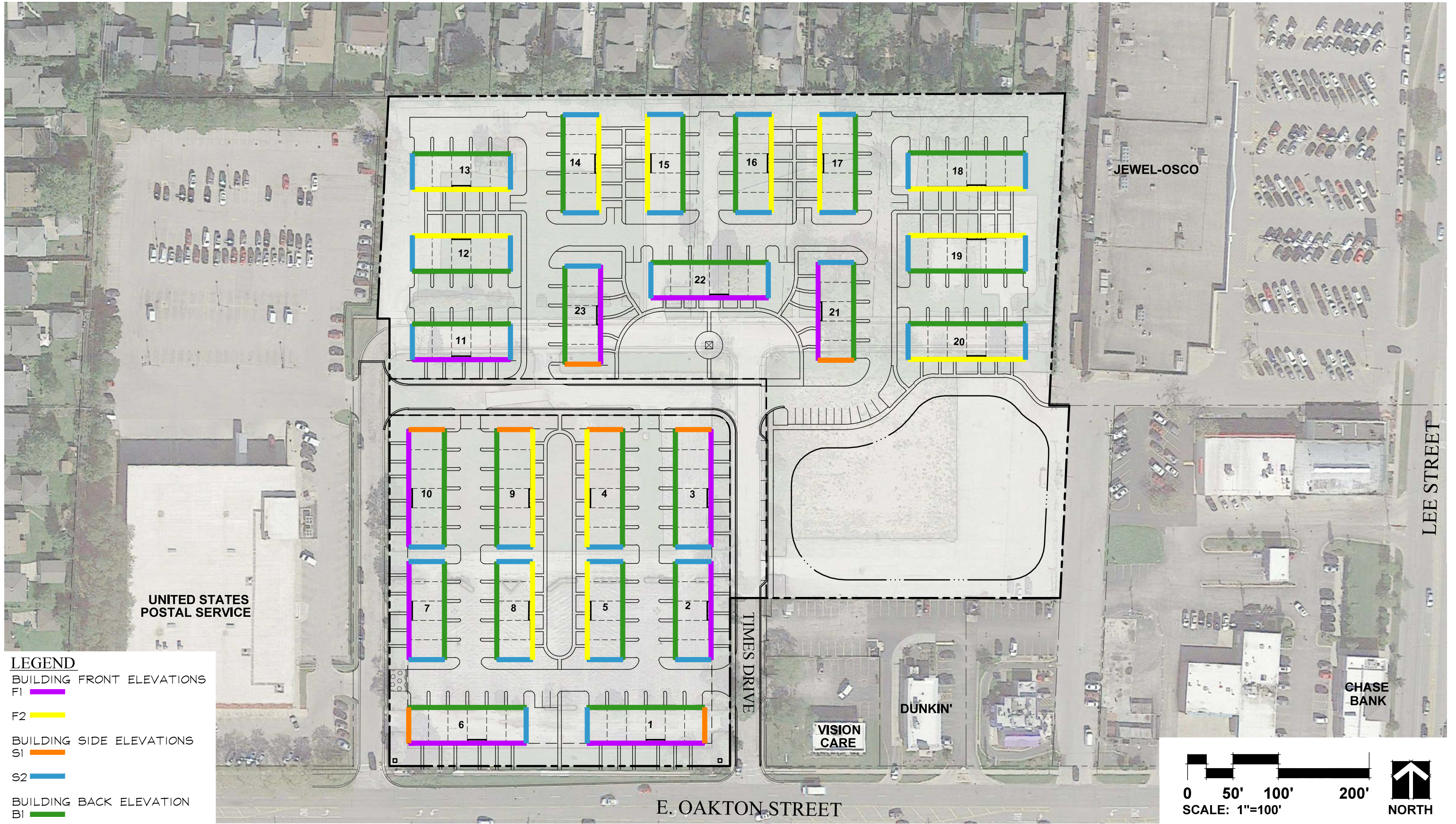
NO.	DATE	DESCRIPTION
2021.07.27		PRELIMINARY CITY REVIEW #2
2021.08.11		PRELIMINARY VILLAGE REVIEW #1
2021.08.11		PRELIMINARY VILLAGE REVIEW #2

HALSTON MARKET P.U.D. PLAN  
CITY OF DES PLAINES, ILLINOIS  
PRELIMINARY P.U.D. PLAN

PROJ. NO: 200138  
PM: SJP  
DATE: 05/21/21  
SCALE: 1"=50'  
SHEET NUMBER

1 OF 1





# BUILDING ELEVATION EXHIBIT

## HALSTON MARKET

### DES PLAINES, ILLINOIS

2/23/2021

L:\Projects\MI20179\Acad\MI20179\_C01\_01SP.dwg

Exhibit B



GARY R. WEBER  
 ASSOCIATES, INC.

LAND PLANNING  
 ECOLOGICAL CONSULTING  
 LANDSCAPE ARCHITECTURE  
 402 W. LIBERTY DRIVE  
 WHEATON, ILLINOIS 60187  
 PHONE: 630-668-7197





Ontario

LaSalle

Kingsbury

Franklin

Regis

Ontario

Front Elevation

F1 █  
Street Facing Elevation



Ontario

LaSalle

Kingsbury

Franklin

Regis

Ontario

Front Elevation

F2 █  
Non-Street Facing Elevation





Left Elevation



Right Elevation


S1   
Street Facing Elevation



Left Elevation



Right Elevation

S2   
Non-Street Facing Elevation





Ontario  
Rear Elevation

Regis

Franklin

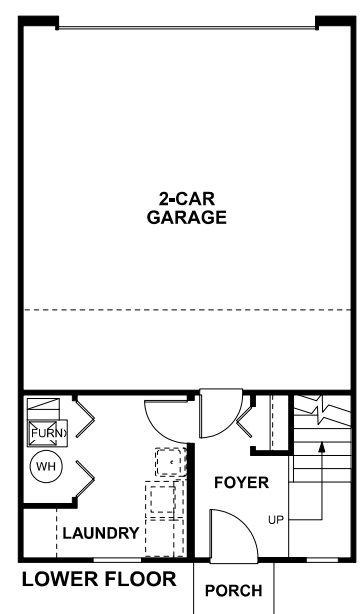
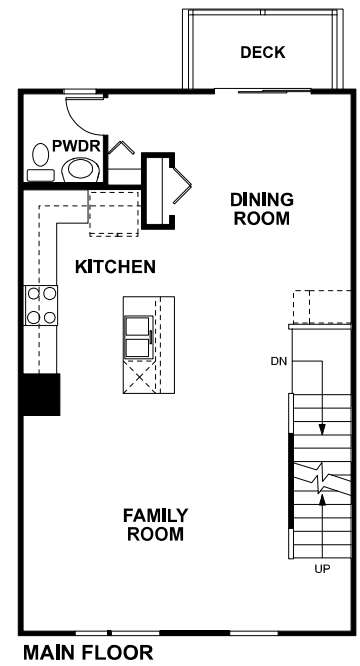
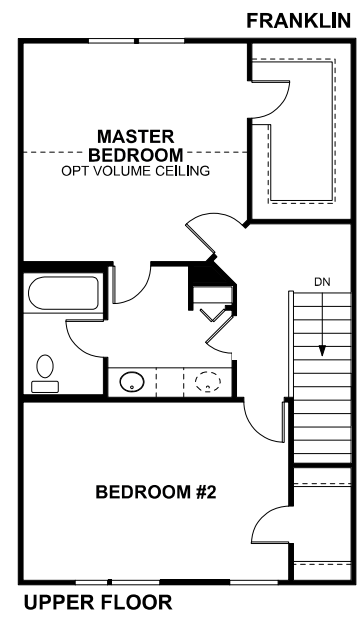
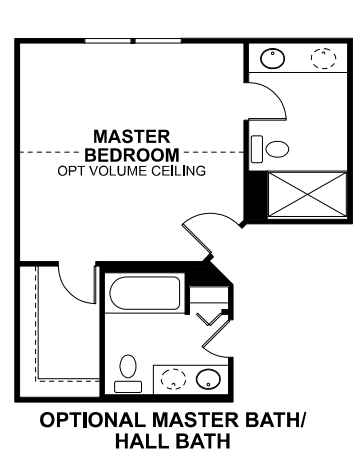
Kingsbury

LaSalle

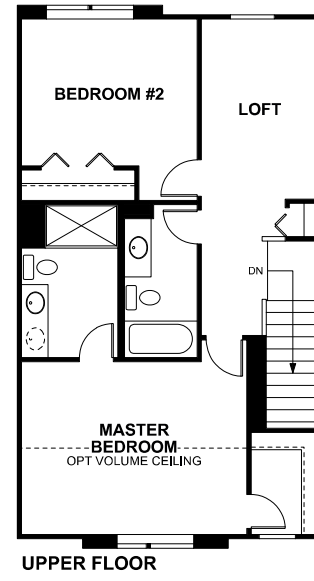
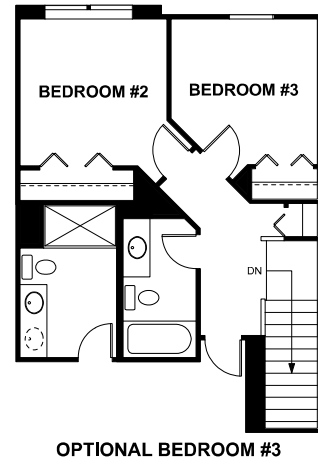
Ontario

**B1** █  
Alley Facing Elevation

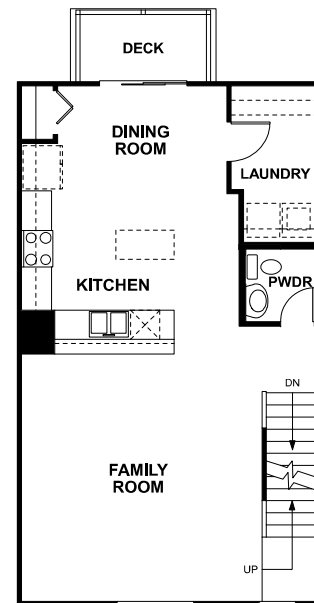




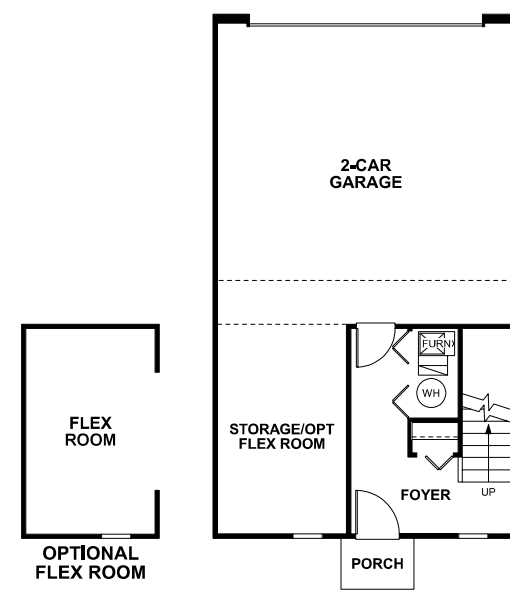
KINGSBURY



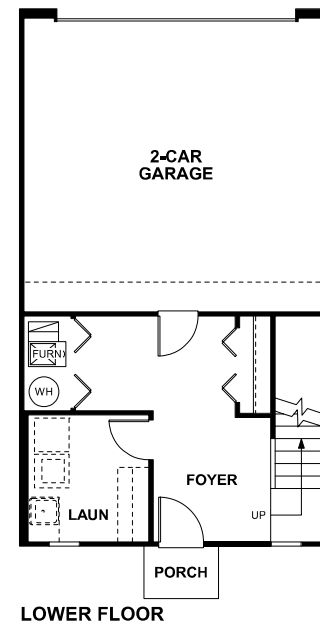
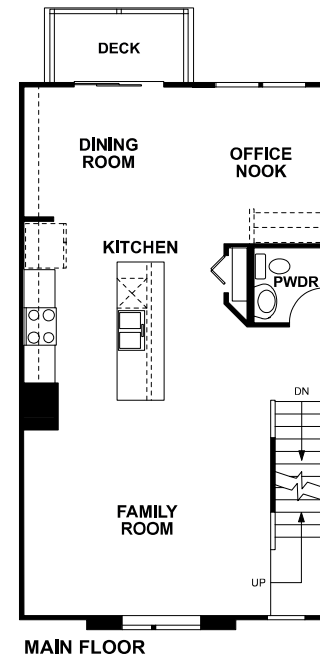
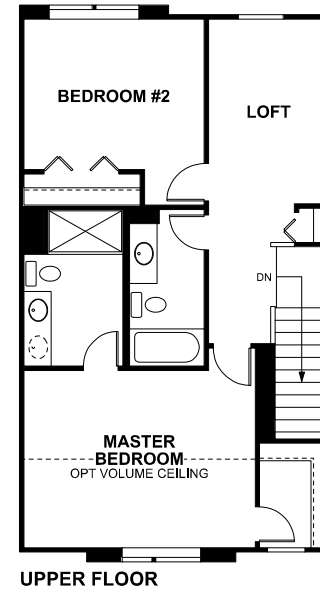
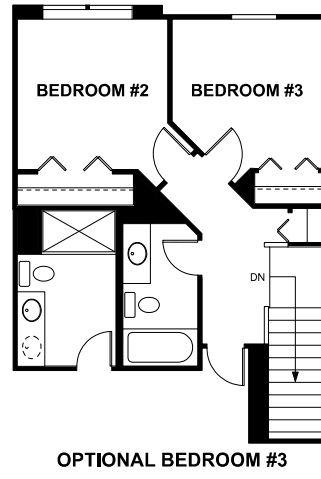
UPPER FLOOR

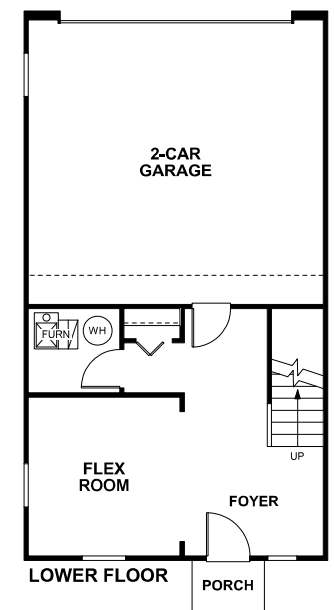
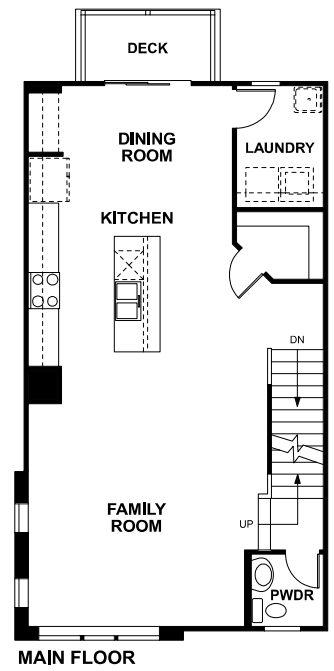
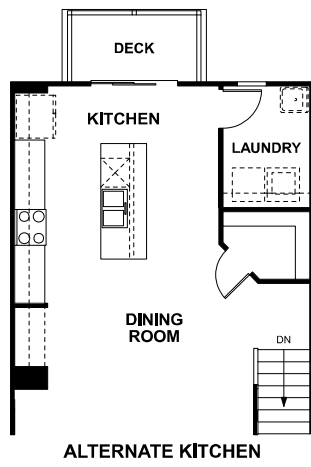
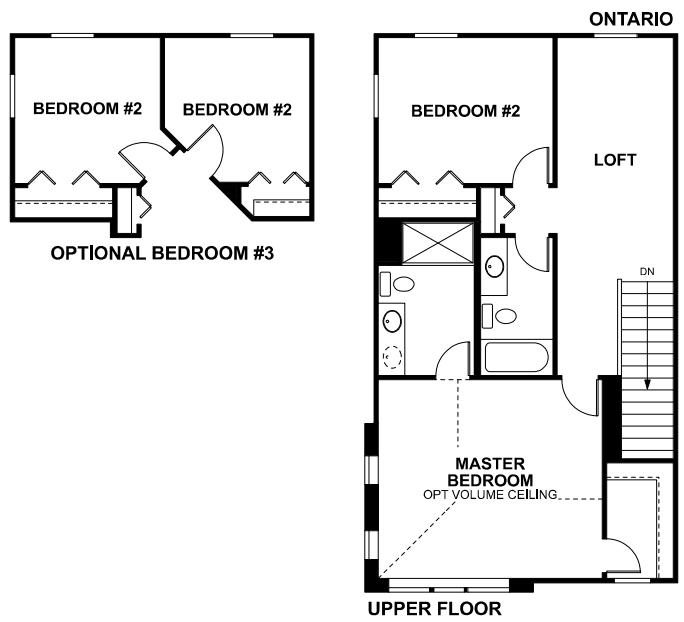


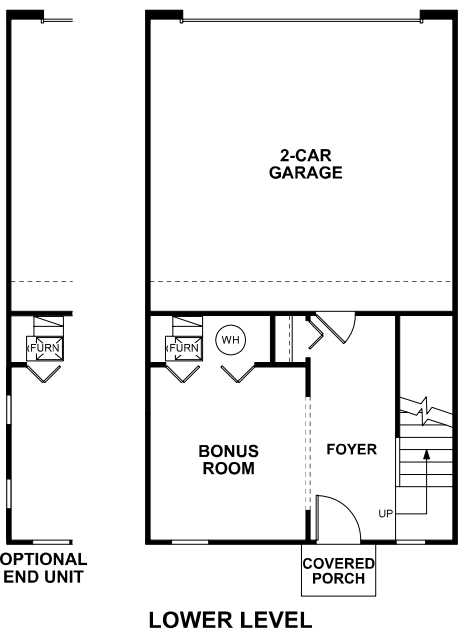
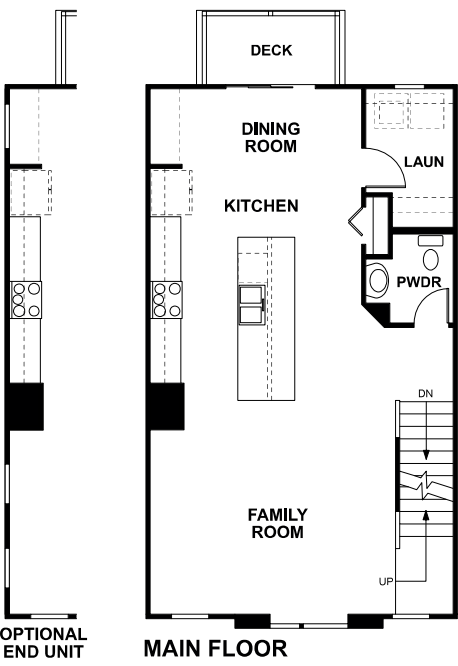
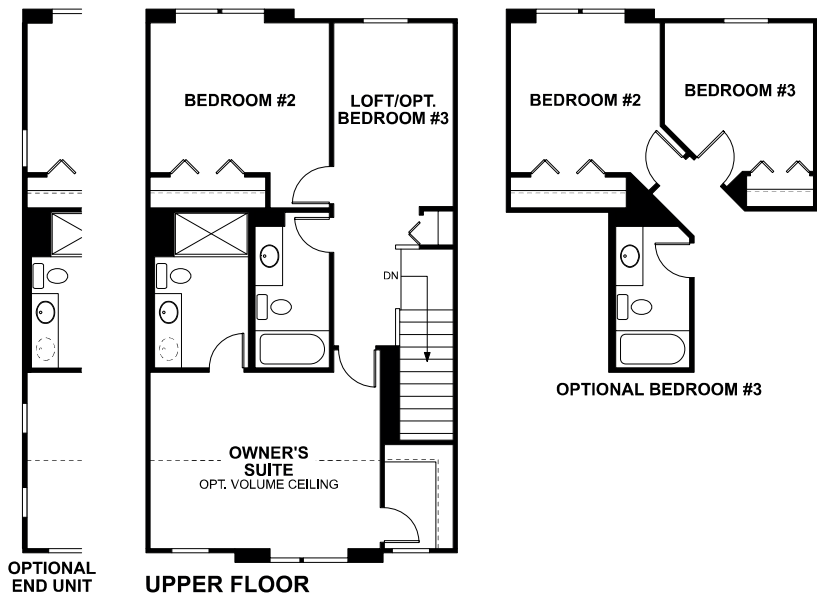
MAIN FLOOR



LOWER FLOOR











**SHEET LEGEND**

	HEAVY DUTY ASPHALT - 2" BIT. SURFACE COURSE 4" BAM (BIT. AGGREGATE MIXTURE) 8" AGGREGATE CA-6 BASE COURSE
	MEDIUM DUTY ASPHALT - 1 1/2" BIT. SURFACE COURSE 2 1/2" BAM (BIT. AGGREGATE MIXTURE) 8" AGGREGATE CA-6 BASE COURSE
	STANDARD DUTY ASPHALT - 1 1/2" BIT. SURFACE COURSE 1 1/2" BAM (BIT. AGGREGATE MIXTURE) 8" AGGREGATE CA-6 BASE COURSE
	PCC SIDEWALK - 4" PORTLAND CEMENT CONCRETE 2" AGGREGATE CA-6 BASE COURSE

**SITE SUMMARY**

CURRENT ZONING	C-3
PROPOSED ZONING	PUD
LOT AREA	11.02 AC

**BUILDING SUMMARY**

5 UNIT BUILDINGS	13 BUILDINGS
6 UNIT BUILDINGS	10 BUILDINGS

**PARKING SUMMARY**

GUEST PARKING	28 STALLS
DRIVEWAY PARKING	250 STALLS
TOTAL PARKING	278 STALLS

**REVISIONS**

NO.	DATE	DESCRIPTION

REVISED PER CITY COMMENT  
 07/27/2021

M/I HOMES  
**HALSTON MARKET  
 RESIDENTIAL**  
 NE CORNER OF EXECUTIVE WAY & E. OAKTON ST.  
 DES PLAINES, IL

PROJ NO: 200138  
 ENG: JGN  
 DATE: 2021.04.23

SHEET TITLE  
**OVERALL  
 SITE LAYOUT  
 PLAN**

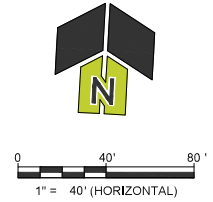
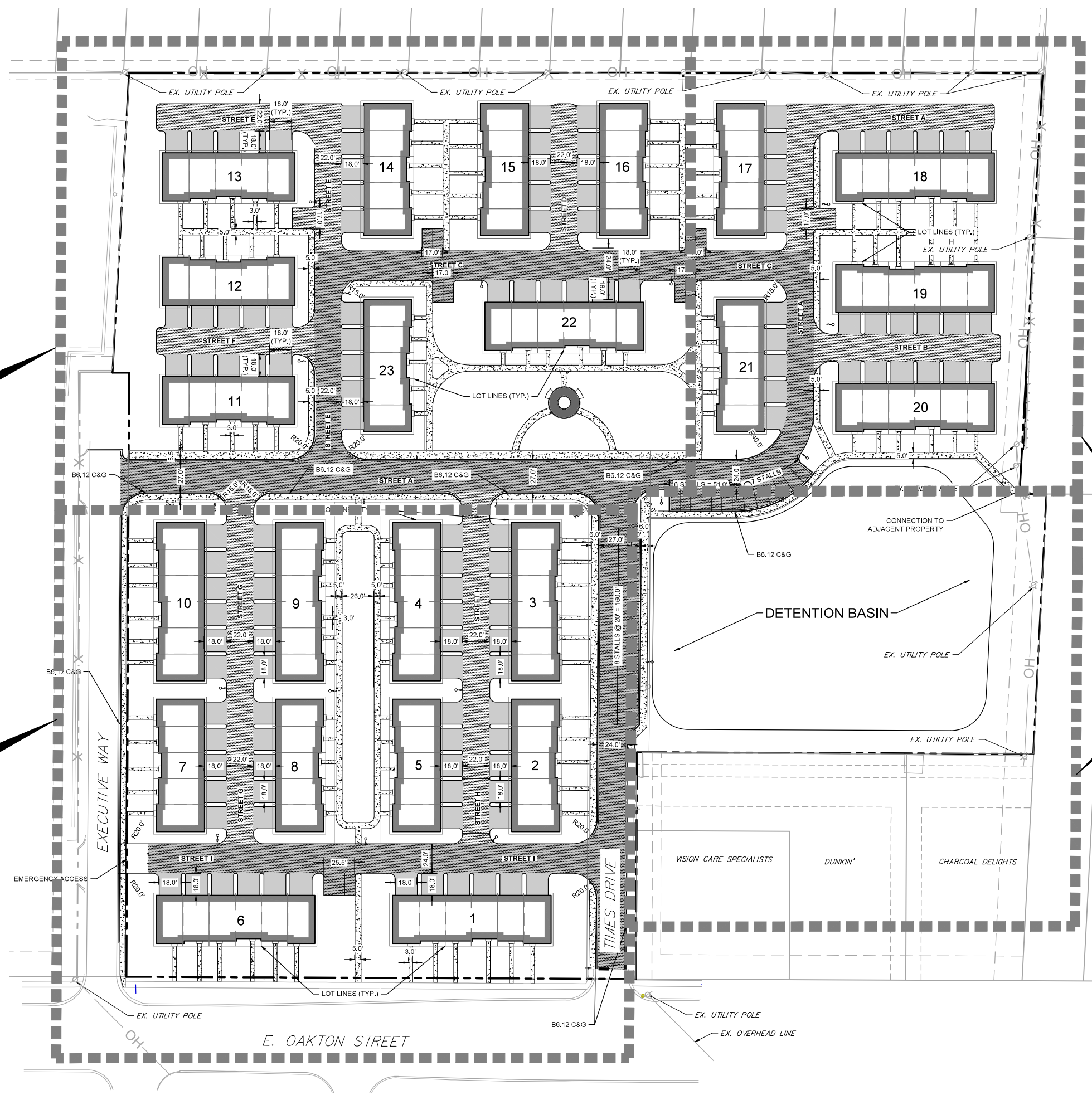
SHEET NUMBER  
**C1.0**  
 2 OF 16

SEE SHEET C1.3  
 FOR DETAILED  
 SITE LAYOUT PLAN

SEE SHEET C1.1  
 FOR DETAILED  
 SITE LAYOUT PLAN

SEE SHEET C1.4  
 FOR DETAILED  
 SITE LAYOUT PLAN

SEE SHEET C1.2  
 FOR DETAILED  
 SITE LAYOUT PLAN





**STORMWATER MANAGEMENT SUMMARY:**  
 REQUIRED DETENTION VOLUME = 4.13 AC-FT  
 PROVIDED DETENTION VOLUME = 4.62 AC-FT  
 REQUIRED VOLUME CONTROL = 0.48 AC-FT  
 PROVIDED VOLUME CONTROL = 0.87 AC-FT  
 ALLOWABLE RELEASE RATE = 2.20 CFS  
 DESIGN RELEASE RATE = 2.15 CFS

3110 WOODCREEK DRIVE  
 DOWNERS GROVE, IL 60515  
 P. 630.598.0007  
 WWW.CAGECIVIL.COM



REVISIONS	DATE	BY	CHKD

REVISED PER CITY COMMENT  
 07/27/2021

MY HOMES  
**HALSTON MARKET  
 RESIDENTIAL**  
 NE CORNER OF EXECUTIVE WAY & E. OAKTON ST.  
 DES PLAINES, IL

PROJ NO: 200138  
 ENG: JGN  
 DATE: 2021.04.23

SHEET TITLE  
**OVERALL  
 GRADING  
 PLAN**

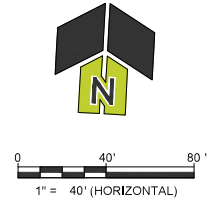
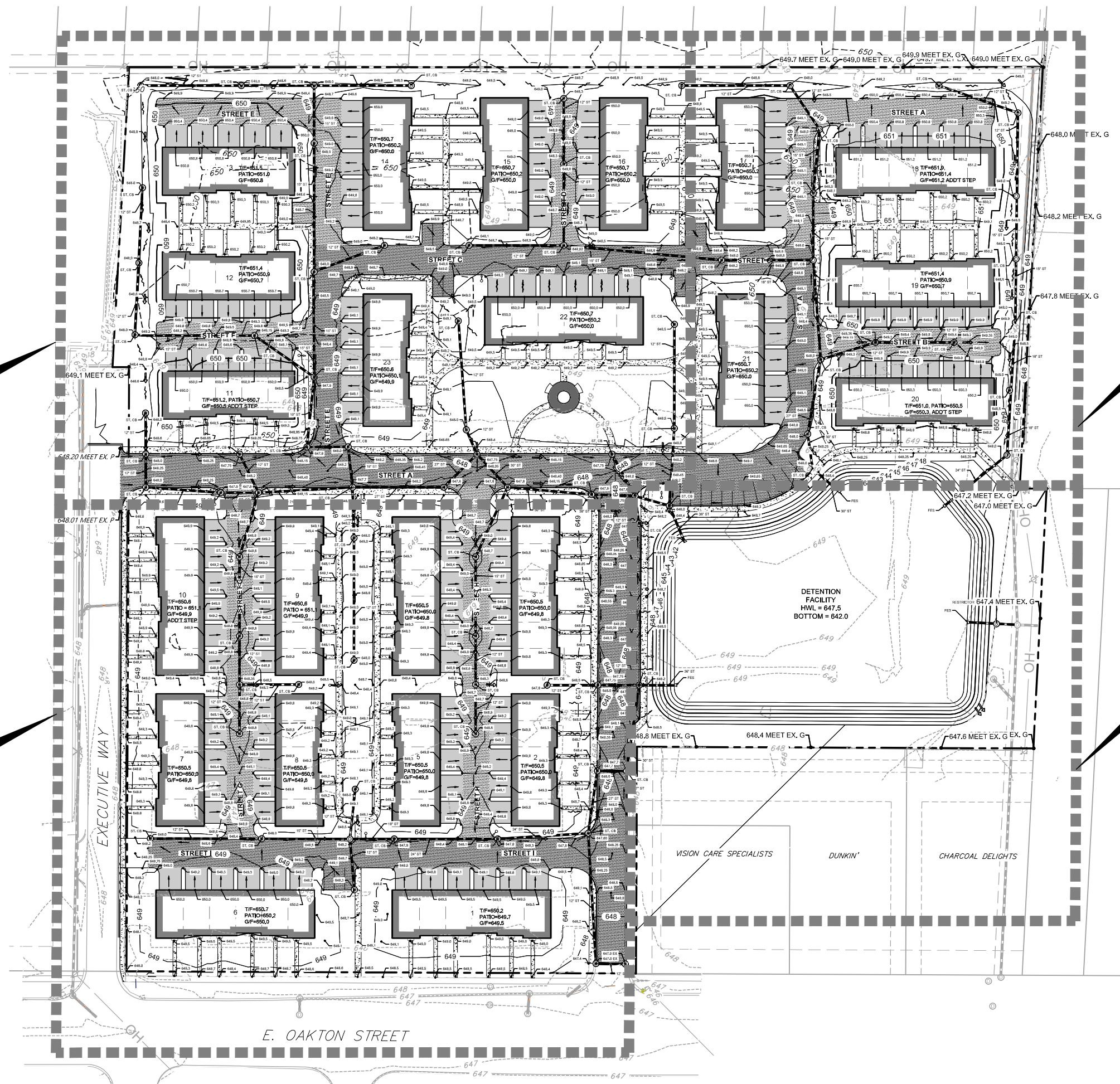
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**C2.0**  
 7 OF 16

SEE SHEET C2.3  
 FOR DETAILED  
 GRADING PLAN

SEE SHEET C2.4  
 FOR DETAILED  
 GRADING PLAN

SEE SHEET C2.1  
 FOR DETAILED  
 GRADING PLAN

SEE SHEET C2.2  
 FOR DETAILED  
 GRADING PLAN



REVISIONS	DATE

REVISED PER CITY COMMENT  
 07/27/2021

DESIGNED AND DRAWN BY: JGN  
 CHECKED BY: JGN  
 DATE: 2021.04.23

PROJECT: HALSTON MARKET RESIDENTIAL  
 NE CORNER OF EXECUTIVE WAY & E. OAKTON ST.  
 DES PLAINES, IL

PROJ NO: 200138  
 ENG: JGN  
 DATE: 2021.04.23

SHEET TITLE  
**OVERALL UTILITY PLAN**

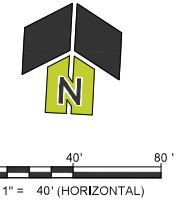
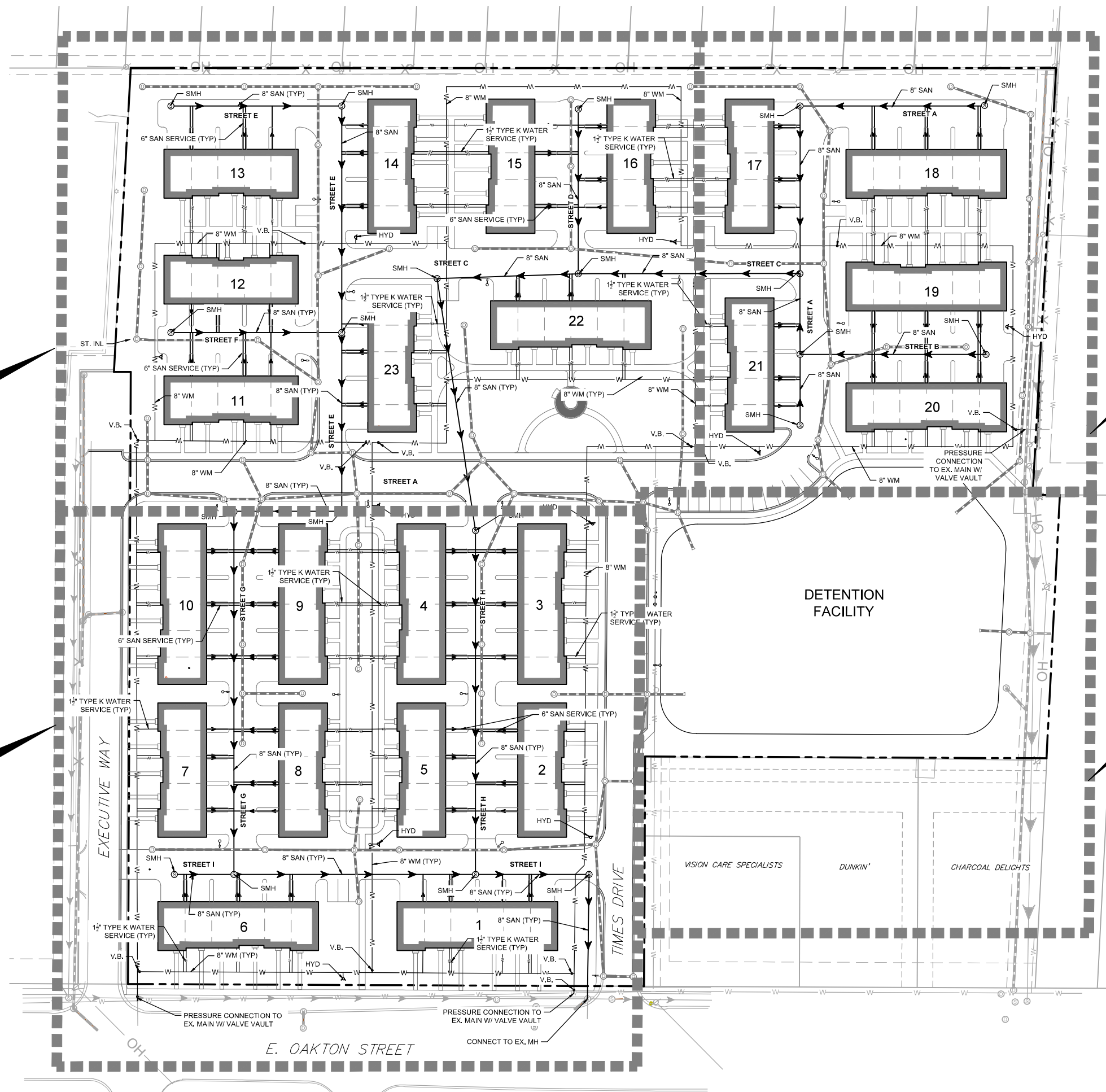
SHEET NUMBER  
**C3.0**  
 12 OF 16

SEE SHEET C3.3  
 FOR DETAILED  
 UTILITY PLAN

SEE SHEET C3.4  
 FOR DETAILED  
 UTILITY PLAN

SEE SHEET C3.1  
 FOR DETAILED  
 UTILITY PLAN

SEE SHEET C3.2  
 FOR DETAILED  
 UTILITY PLAN





FINANCE DEPARTMENT

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

MEMORANDUM

Date: August 4, 2021  
To: Michael G. Bartholomew, City Manager  
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance  
Subject: Resolution R-133-21, August 16, 2021 Warrant Register

**Recommendation:** I recommend that the City Council approve the August 16, 2021 Warrant Register Resolution R-133-21.

Warrant Register.....\$3,564,649.96

**Estimated General Fund Balance**  
Balance as of 06/30/2021: \$31,188,626  
*Please use caution when evaluating this number as revenues fluctuate dramatically from month to month due to delays in receiving sales tax revenue from the State and 1<sup>st</sup> & 2<sup>nd</sup> installments of property tax revenue.*

**CITY OF DES PLAINES**

**RESOLUTION**

**R-133-21**

**Be it resolved by the City Council of the City of Des Plaines that the following bills are due and payable and that the Mayor and City Clerk be and are hereby authorized to make payment for same.**

**August 16, 2021**



# City of Des Plaines

## Warrant Register 08/16/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 100 - General Fund</b>					
<b>Department: 00 - Non Departmental</b>					
1	4160	Real Estate Transfer Tax	8448 Yannoulis, George & Christina	Refund 07/26/21 Real Estate Transfer Tax Refund 07/26/2021	740.00
<b>Total 00 - Non Departmental</b>					<b>740.00</b>

Elected Office						
<b>Division: 110 - Legislative</b>						
2	6015	Communication Services	1552 Verizon Wireless	9884040581	Communication Service 06/14-07/13/2021	434.60
<b>Total 110 - Legislative</b>					<b>434.60</b>	

<b>Division: 120 - City Clerk</b>						
3	6015	Communication Services	1552 Verizon Wireless	9884040581	Communication Service 06/14-07/13/2021	42.46
4	7000	Office Supplies	1644 Warehouse Direct Inc	5012057-0	1 Case Copy Paper	41.08
5	7500	Postage & Parcel	1041 Federal Express	7-434-64506	Shipping Charges - Property Closing 07/08/2021	22.67
6	7500	Postage & Parcel	1041 Federal Express	7-442-51324	Shipping Charges - Property Closing 07/15/2021	22.62
<b>Total 120 - City Clerk</b>					<b>128.83</b>	

<b>Total 10 - Elected Office</b>					<b>563.43</b>
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City Administration						
<b>Division: 210 - City Manager</b>						
7	6015	Communication Services	1552 Verizon Wireless	9884040581	Communication Service 06/14-07/13/2021	42.46
<b>Total 210 - City Manager</b>					<b>42.46</b>	

<b>Division: 220 - Legal</b>						
8	6005	Legal Fees	8133 Elrod Friedman LLP	4716	6-21 Non-Retainer Litigation	1,925.00
9	6005	Legal Fees	8133 Elrod Friedman LLP	4718	6-21 Non-Retainer Matters	220.00
10	6005	Legal Fees	8133 Elrod Friedman LLP	4724	6-21 Non-Retainer Matters	57.00
11	6005	Legal Fees	8133 Elrod Friedman LLP	4734	6-21 Non-Retainer Litigation	300.00
12	6005	Legal Fees	8133 Elrod Friedman LLP	JUNE 2021 RET	June 2021 Retainer	18,500.00
13	6009	Legal Fees - Admin Hearings/Prosecutions	1735 Cohen Law Firm PC	07-21	Administrative Hearings - July 2021	900.00
14	6009	Legal Fees - Admin Hearings/Prosecutions	1073 Bartel, Raymond	21-14	Administrative Hearings, Services, and Traffic Court - July 2021	910.00
15	6010	Legal Fees - Labor & Employment	8133 Elrod Friedman LLP	4729	6-21 Non-Retainer PSEBA Proceedings	513.00
16	6010	Legal Fees - Labor & Employment	8133 Elrod Friedman LLP	4736	6-21 Non-Retainer Matters	822.00
<b>Total 220 - Legal</b>					<b>24,147.00</b>	

<b>Division: 230 - Information Technology</b>						
17	6015	Communication Services	1552 Verizon Wireless	9884040581	Communication Service 06/14-07/13/2021	297.91



# City of Des Plaines

## Warrant Register 08/16/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
18	7005	Printer Supplies	1820 Datasource Ink	21447	5 Toner Cartridges For Various City Printers	485.00
19	7320	Equipment < \$5,000	8244 Des Plaines Ace Hardware	1023	Clamps For Police CSO Vehicle	6.45
<b>Total 230 - Information Technology</b>					<b>789.36</b>	

<b>Division: 240 - Media Services</b>						
20	6015	Communication Services	1552 Verizon Wireless	9884040581	Communication Service 06/14-07/13/2021	158.39
21	6535	Subsidy - Youth Commission	1580 Mighty Mites Awards Inc	15362	11 Tumblers Lasered with Names for Youth Comm. Seniors	250.00
22	7320	Equipment < \$5,000	1552 Verizon Wireless	9884040581	Communication Service 06/14-07/13/2021	409.96
<b>Total 240 - Media Services</b>					<b>818.35</b>	

<b>Division: 250 - Human Resources</b>						
23	6015	Communication Services	1552 Verizon Wireless	9884040581	Communication Service 06/14-07/13/2021	42.46
<b>Total 250 - Human Resources</b>					<b>42.46</b>	

<b>Total 20 - City Administration</b>					<b>25,839.63</b>
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<b>Department: 30 - Finance</b>						
24	6015	Communication Services	1552 Verizon Wireless	9884040581	Communication Service 06/14-07/13/2021	99.70
<b>Total 30 - Finance</b>					<b>99.70</b>	

<b>Community Development</b>						
<b>Division: 410 - Building &amp; Code Enforcement</b>						
25	6005	Legal Fees	8133 Elrod Friedman LLP	4726	6-21 Non-Retainer Property Enforcement Matters	1,590.00
26	6005	Legal Fees	8133 Elrod Friedman LLP	4727	6-21 Non-Retainer Property Enforcement Matters	513.00
27	6015	Communication Services	1552 Verizon Wireless	9884040581	Communication Service 06/14-07/13/2021	411.76
28	7000	Office Supplies	1644 Warehouse Direct Inc	5008679-0	2 Boxes Copy Paper, 2 Boxes Envelopes	71.91
29	7000	Office Supplies	1644 Warehouse Direct Inc	5011956-0	1 Box Copy Paper, 2 Phone Rests	86.87
<b>Total 410 - Building &amp; Code Enforcement</b>					<b>2,673.54</b>	

<b>Division: 420 - Planning &amp; Zoning</b>						
30	6000	Professional Services	8133 Elrod Friedman LLP	4974	6-21 Non-Retainer Matters	4,600.00
31	6005	Legal Fees	8133 Elrod Friedman LLP	4735	6-21 Non-Retainer Matters	935.00
32	6005	Legal Fees	8133 Elrod Friedman LLP	4735	6-21 Non-Retainer Matters	50.00
33	6015	Communication Services	1552 Verizon Wireless	9884040581	Communication Service 06/14-07/13/2021	42.46
34	7000	Office Supplies	1644 Warehouse Direct Inc	5008679-0	2 Boxes Copy Paper, 2 Boxes Envelopes	71.91

# City of Des Plaines

## Warrant Register 08/16/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
35	7300	Uniforms	1538 Lands' End Business Outfitters	SIN9341188 Apparel for Economic Development Manager	121.71
<b>Total 420 - Planning &amp; Zoning</b>					<b>5,821.08</b>

<b>Division: 430 - Economic Development</b>					
36	6015	Communication Services	1552 Verizon Wireless	9884040581 Communication Service 06/14-07/13/2021	32.46
<b>Total 430 - Economic Development</b>					<b>32.46</b>

<b>Total 40 - Community Development</b>					<b>8,527.08</b>
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<b>Public Works &amp; Engineering</b>					
<b>Division: 100 - Administration</b>					
37	6015	Communication Services	1552 Verizon Wireless	9884040581 Communication Service 06/14-07/13/2021	100.06
38	6300	R&M Software	6055 Axiom Human Resource Solutions Inc	0000039133 Kronos Monthly User Fee - May 2021	187.00
<b>Total 100 - Administration</b>					<b>287.06</b>

<b>Division: 510 - Engineering</b>					
39	6015	Communication Services	1552 Verizon Wireless	9884040581 Communication Service 06/14-07/13/2021	251.86
40	7310	Publications	1462 Sidwell Company, The	SIDXT0001181 Cook County Atlas Pages for 2021	260.00
<b>Total 510 - Engineering</b>					<b>511.86</b>

<b>Division: 530 - Street Maintenance</b>					
41	6015	Communication Services	1552 Verizon Wireless	9884040581 Communication Service 06/14-07/13/2021	55.22
42	6015	Communication Services	1552 Verizon Wireless	9884040581 Communication Service 06/14-07/13/2021	3.58
43	6015	Communication Services	1552 Verizon Wireless	9884040581 Communication Service 06/14-07/13/2021	380.47
44	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	80639 5.00 Loads Asphalt & Grindings Disposal - 07/13/2021	250.00
45	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	7947 Branch Pick Up - 60016 - 07/06-07/12/2021 R-169-19	12,370.00
46	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	8018 Tree & Vegetation Trimming - 5 Locations - 07/21/2021, R-169-19	6,622.00
47	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	8055 Tree Removals - 07/26/2021, R-169-19	16,302.50
48	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	195415 Irrigation System Repairs - 05/18/2021, R-3-21	3,858.00
49	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	199441 Planter Fill & Plants - Lee St - 07/09/2021, R-3-21	880.00
50	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	199535 Brush Removal - Walnut Alley - 07/16/2021, R-27-21	2,520.00

# City of Des Plaines

## Warrant Register 08/16/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
51	6195	Miscellaneous Contractual Services	6738 Maul Paving Inc	2021-1301	Parking Lot Maintenance - Miner, Ellinwood, Webford - 07/20/2021	10,664.00
52	6195	Miscellaneous Contractual Services	1732 Traffic Control & Protection Inc	35356	Lane Closures - Northwest Hwy S-Curve IDOT - 07/21/2021	1,865.00
53	6195	Miscellaneous Contractual Services	6026 TNT Landscape Construction Inc	6353	Restoration - Police Station West Side - 07/23/2021, R-4-21	7,136.00
54	6195	Miscellaneous Contractual Services	7706 Lakeshore Recycling Systems LLC	PS386441	Street Sweeping - July 2021 - 07/15/2021, R-5-21	16,563.30
55	7020	Supplies - Safety	1520 Russo Power Equipment	SP110787675	Ear Muffs & Helmets - Forestry	262.96
56	7035	Supplies - Equipment R&M	4640 Albany Steel & Brass Corporation	100606	12 Teeth - Sidewalk Grinder	918.50
57	7035	Supplies - Equipment R&M	1057 Menard Incorporated	79773	Plumbing Fittings - Power Washer	78.52
58	7050	Supplies - Streetscape	1516 Arthur Clesen Inc	362676	Material for Parkway Restorations - 07/20/2021	291.00
59	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10401815	6.00 Cu Yds Top Soil - Parkway Restorations - 07/19/2021	177.90
60	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10401927	3.00 Cu Yds Top Soil - Restorations - 07/20/2021	88.95
61	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	80752	10.76 Tons Asphalt - Main Break Repair - 07/14/2021, R-38-21	451.92
62	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	81277	1.41 Tons Asphalt - Potholes - 07/21/2021	59.22
63	7055	Supplies - Street R&M	1057 Menard Incorporated	82744	2 Rolls Duct Tape	11.76
64	7055	Supplies - Street R&M	1057 Menard Incorporated	82771	Yellow Curb Paint	64.80
65	7320	Equipment < \$5,000	1552 Verizon Wireless	9884040581	Communication Service 06/14-07/13/2021	99.99
66	7320	Equipment < \$5,000	1552 Verizon Wireless	9884040581	Communication Service 06/14-07/13/2021	532.44
<b>Total 530 - Street Maintenance</b>					<b>82,508.03</b>	

Division: 535 - Facilities & Grounds Maintenance						
67	6015	Communication Services	1552 Verizon Wireless	9884040581	Communication Service 06/14-07/13/2021	163.62
68	6145	Custodial Services	8073 Crystal Maintenance Services Corporation	27520	Additional Cleaning - Police Station - May 2021	630.00
69	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4089293473	Mat Service - Metra Train Station - 07/07/2021	35.00
70	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4090037718	Mat Service - Police Station - 07/14/2021	122.24
71	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4090037743	Mat Service - Metra Train Station - 07/14/2021	35.00
72	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4090692024	Metra Station Mat Service 07/21/2021	35.00

# City of Des Plaines

## Warrant Register 08/16/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
73	6195	Miscellaneous Contractual Services	1320 IL State Police	Cost 01755-06/21	Fingerprint Background Check Services for June 2021	56.50
74	6315	R&M Buildings & Structures	1025 Bedco Inc	097208	Preventative Maintenance - Gun Range - 07/08/2021, R-167-19	115.00
75	6315	R&M Buildings & Structures	1025 Bedco Inc	097237	HVAC Repair - Fire Station #63 - 07/09/2021, R-167-19	330.30
76	6315	R&M Buildings & Structures	7952 Emerald Restaurant Service	89623	Convection Oven Repair - Fire Station #61 - 06/23-07/21/2021	1,626.70
77	7025	Supplies - Custodial	1029 Cintas Corporation	4090037782	Scrapers, Cleaners, Paper Towels, Air Freshener, Soap, Etc - PW	165.03
78	7025	Supplies - Custodial	1029 Cintas Corporation	4090691969A	Cleaners, Paper Towels, Air Freshener, Soap, Mat, Etc - PW	143.85
79	7025	Supplies - Custodial	1028 Case Lots Inc	5715	Paper Towels, Can Liners, Toilet Tissue - City Hall	2,477.15
80	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	1035	Velcro - City Hall Pictures	4.13
81	7045	Supplies - Building R&M	1057 Menard Incorporated	82819	Wood Stain and Putty for Council Chambers	29.91
82	7045	Supplies - Building R&M	1057 Menard Incorporated	83055	Tile Adhesive for Train Station	42.91
83	7045	Supplies - Building R&M	1057 Menard Incorporated	83082	Fly Sticks PD	9.95
84	7045	Supplies - Building R&M	1057 Menard Incorporated	83470	Painting Supplies City Hall	97.63
85	7045	Supplies - Building R&M	1043 WW Grainger Inc	9001080101	2 V-Belts - Fire Station #61	2.36
86	7140	Electricity	1033 ComEd	2685017085-07.21	Electricity Service 06/04-07/06/2021	104.41
87	7140	Electricity	1033 ComEd	4974385007-07.21	Electricity Service 06/09-07/09/2021	24.31
88	7140	Electricity	1033 ComEd	4974507003-07.21	Electricity Service 06/04-07/06/2021	325.31
89	7140	Electricity	1033 ComEd	5310654039-07.21	Electricity Service 06/04-07/06/2021	378.69
90	7140	Electricity	1033 ComEd	5310657021-07.21	Electricity Service 06/04-07/06/2021	212.64
91	7140	Electricity	1033 ComEd	5310658082-07.21	Electricity Service 06/04-07/06/2021	43.21
92	7140	Electricity	1033 ComEd	5310666002-07.21	Electricity Service 06/04-07/06/2021	865.03
93	7200	Other Supplies	1057 Menard Incorporated	83452	Water for City Hall	15.36
94	7320	Equipment < \$5,000	1552 Verizon Wireless	9884040581	Communication Service 06/14-07/13/2021	114.98
<b>Total 535 - Facilities &amp; Grounds Maintenance</b>					<b>8,206.22</b>	

Division: 540 - Vehicle Maintenance						
95	6015	Communication Services	1552 Verizon Wireless	9884040581	Communication Service 06/14-07/13/2021	104.95

# City of Des Plaines

## Warrant Register 08/16/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
96	6135	Rentals	1029 Cintas Corporation	4090027438	Mechanic's Uniform Rental - 07/14/2021	156.54
97	6135	Rentals	1029 Cintas Corporation	4090660204	Mechanic's Uniform Rental - 07/21/2021	156.54
98	6305	R&M Equipment	1071 Pomp's Tire Service Inc	280122939	Tire Repair - PW 5033 - 07/14/2021	479.10
99	6310	R&M Vehicles	1488 RA Adams Enterprises Inc	J011871	Trailer Hitch Install & Wiring - Fire 7512 - 07/02/2021	1,135.60
100	7035	Supplies - Equipment R&M	1941 Global Equipment Company	117915729	2 Fuel Hoses - PW 5PW3 Fuel Island	133.11
101	7035	Supplies - Equipment R&M	1062 NAPA of Des Plaines	5741-799732	2 V-Belts - PW 5PW3 Fuel Island	23.66
102	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W92040	Hydraulic Cylinder - PW 5033	770.00
103	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_195241	Shocks, Dryer, & Fittings - PW 5082	868.48
104	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_196570	Air Dryer & Lights - Fire 7602	422.06
105	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0207131	10 Wiper Blades - PW Stock	29.90
106	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0216028	6 Tire Valve Caps - PW Stock	30.00
107	7040	Supplies - Vehicle R&M	1699 Metal Supermarkets Villa Park	1023720	Steel Tube - PW 5079	292.34
108	7040	Supplies - Vehicle R&M	1354 MPC Communications & Lighting Inc	21-1189	4 LED Lights - Fire 7602	378.00
109	7040	Supplies - Vehicle R&M	1501 Foster Coach Sales Inc	22394	Door Latches - Fire Ambulance Stock	349.44
110	7040	Supplies - Vehicle R&M	3315 Regional Truck Equipment	227969	Door Latches - Police 6901	202.28
111	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-484149	Pin Boot Kit - Fire 6085	5.11
112	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280123080	2 Tires - Police 6027	312.62
113	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	506858P	V-Belt & Tensioner - Police 6084	75.91
114	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	506969P	HVAC Motors, Belt, & Tensioner - Police 6071	156.21
115	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-799011	A/C Shrader Valve Cores - Fire 7702	7.55
116	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-802478	Solenoid - PW 6508	19.35
117	7040	Supplies - Vehicle R&M	5193 Fast MRO Supplies Inc	5906	Batteries & Brake Cleaner - Stock	188.23
118	7040	Supplies - Vehicle R&M	1057 Menard Incorporated	82808	Hooks & Couplers - Fire 7708	29.73
119	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	9034614	Clamps, Washers, SS Pins, Drill Bits, Etc - Fire Stock	381.69
120	7040	Supplies - Vehicle R&M	4328 Batteries Plus Bulbs (#490)	P41865952	6 Batteries - PW 5092 & Fire 7802	587.70



# City of Des Plaines

## Warrant Register 08/16/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
121	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101038875:01	Starter - Fire 7702	299.09
122	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101038937:01	Seat Belt - Fire 7702	79.62
123	7120	Gasoline	8331 Avalon Petroleum Company Inc	467887	5,500 Gals Unleaded Gasoline - 07/13/2021, R-163-20	12,365.04
124	7130	Diesel	8331 Avalon Petroleum Company Inc	029076	1,503 Gals Bio Diesel Fuel - 07/13/2021, R-163-20	2,570.30
<b>Total 540 - Vehicle Maintenance</b>					<b>22,610.15</b>	

<b>Total 50 - Public Works &amp; Engineering</b>	<b>114,123.32</b>
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### Police Department

#### Division: 100 - Administration

125	6015	Communication Services	1552 Verizon Wireless	9884040581	Communication Service 06/14-07/13/2021	178.39
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<b>Total 100 - Administration</b>	<b>178.39</b>
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#### Division: 610 - Uniformed Patrol

126	6015	Communication Services	1552 Verizon Wireless	9884040581	Communication Service 06/14-07/13/2021	1,824.50
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<b>Total 610 - Uniformed Patrol</b>	<b>1,824.50</b>
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#### Division: 620 - Criminal Investigation

127	5310	Membership Dues	1361 Major Case Assistance Team	7/8/2021	Annual MCAT Dues 2021-2022 (Dept-Wide)	3,000.00
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128	5325	Training	1522 IL Association of Chiefs of Police	8382	Safe-T Act Training 6/29/2021 (1 Sergeant)	45.00
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129	6015	Communication Services	1552 Verizon Wireless	9884040581	Communication Service 06/14-07/13/2021	958.80
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<b>Total 620 - Criminal Investigation</b>	<b>4,003.80</b>
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#### Division: 630 - Support Services

130	6000	Professional Services	8133 Elrod Friedman LLP	4732	6-21 Non-Retainer Matters	55.00
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131	6015	Communication Services	1265 NIPAS Northern Illinois Police Alarm Sys	13953	Language Line, June 2021	15.20
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132	6015	Communication Services	1680 Pacific Telemanagement Services	2070761	3 Public Pay Phones Monthly Fee August 2021	228.00
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133	6015	Communication Services	1552 Verizon Wireless	9884040581	Communication Service 06/14-07/13/2021	477.06
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134	6110	Printing Services	1142 Copyset Printing Company	59515	Arrest Jackets 2 Sided (Patrol) 6/29/2021	525.00
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135	7000	Office Supplies	1644 Warehouse Direct Inc	5004075-0	Paper, Binder Clips, Sharpies	171.54
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136	7320	Equipment < \$5,000	1552 Verizon Wireless	9884040581	Communication Service 06/14-07/13/2021	409.96
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137	7500	Postage & Parcel	1566 UPS Store The	2021 / 2 Q FD/PD	Shipping Charges 07/01-07/13/2021	30.97
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<b>Total 630 - Support Services</b>	<b>1,912.73</b>
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<b>Total 60 - Police Department</b>	<b>7,919.42</b>
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# City of Des Plaines

## Warrant Register 08/16/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Fire Department</b>						
<b>Division: 100 - Administration</b>						
138	6015	Communication Services	1552 Verizon Wireless	9884040581	Communication Service 06/14-07/13/2021	269.54
139	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8182405429	On-Site Shredding Station 61 6/25/2021	83.54
140	8010	Furniture & Fixtures	1644 Warehouse Direct Inc	5011035-0	Office Chair - Division Chief	392.48
<b>Total 100 - Administration</b>					<b>745.56</b>	

<b>Division: 710 - Emergency Services</b>						
141	6015	Communication Services	1552 Verizon Wireless	9884040581	Communication Service 06/14-07/13/2021	753.74
142	6015	Communication Services	1552 Verizon Wireless	9884040581	Communication Service 06/14-07/13/2021	720.30
143	6035	Dispatch Services	5067 Regional Emergency Dispatch Center	164-21-08	R-141-13 Monthly Dispatch Service - August 2021	61,872.00
144	7000	Office Supplies	1644 Warehouse Direct Inc	5003537-0	2 Labels Red, 2 Labels Yellow, 5 Boxes Staples, Tape, Stapler	96.70
145	7000	Office Supplies	1644 Warehouse Direct Inc	5003537-1	Staples	0.42
146	7025	Supplies - Custodial	8019 Ferguson Facilities	0328832	3 Sponges, Cleaners, Custom Car Wash, Paper Towels, Tissue, etc.	2,060.09
147	7025	Supplies - Custodial	8019 Ferguson Facilities	0328832-1	4 Foam Soaps	131.80
148	7200	Other Supplies	1148 WS Darley & Co	17428889	4 Carbide Blades - Station 63	596.00
149	7200	Other Supplies	1571 Welding Industrial Supply	R02732665	18 Cylinders, Balloon Filler - June 2021	192.76
150	7320	Equipment < \$5,000	1080 Air One Equipment Inc	170809	Hose Tester	2,395.00
151	7320	Equipment < \$5,000	1080 Air One Equipment Inc	170809	Hose Tester	375.00
152	7320	Equipment < \$5,000	1148 WS Darley & Co	17422196	Coat, Pants - Paramedic	2,142.44
153	7320	Equipment < \$5,000	1148 WS Darley & Co	17426948	Coat, Pants - Paramedic	2,159.00
154	7320	Equipment < \$5,000	1148 WS Darley & Co	17427859	2 Straps, Long Multi Carry W/ Snap Hooks - Station Wide	136.48
155	7320	Equipment < \$5,000	1148 WS Darley & Co	17435517	3 Pairs Ballistic Eyewear - Paramedics	131.30
156	7320	Equipment < \$5,000	1148 WS Darley & Co	17436000	2 Coats, 2 Pants - Battalion Chief, Division Chief	4,309.45
157	7320	Equipment < \$5,000	1148 WS Darley & Co	17437619	2 Hem Patches, 17 Letters - Battalion Chief, Division Chief	140.32
158	7500	Postage & Parcel	1566 UPS Store The	2021 / 2 Q FD/PD	Shipping Charges 07/01-07/13/2021	93.64
<b>Total 710 - Emergency Services</b>					<b>78,306.44</b>	

# City of Des Plaines

## Warrant Register 08/16/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Division: 720 - Fire Prevention</b>						
159	6015	Communication Services	1552 Verizon Wireless	9884040581	Communication Service 06/14-07/13/2021	125.29
<b>Total 720 - Fire Prevention</b>					<b>125.29</b>	

<b>Division: 730 - Emergency Management Agency</b>						
160	6015	Communication Services	1936 DTN LLC	5978445	2021 Weather Billing and Support for EMA - 8/8/21-9/7/21	379.00
161	6015	Communication Services	1552 Verizon Wireless	9884040581	Communication Service 06/14-07/13/2021	42.46
<b>Total 730 - Emergency Management Agency</b>					<b>421.46</b>	

<b>Total 70 - Fire Department</b>					<b>79,598.75</b>
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<b>Department: 75 - Fire &amp; Police Commission</b>						
162	6010	Legal Fees - Labor & Employment	8133 Elrod Friedman LLP	4736	6-21 Non-Retainer Matters	1,653.00
<b>Total 75 - Fire &amp; Police Commission</b>					<b>1,653.00</b>	

<b>Department: 90 - Overhead</b>						
163	6502	Subsidy - City Sponsored Events	8426 VIP Valet Services Inc	28284	Parking Lot Management Services for Fireworks 7/2/21	3,645.00
164	7000	Office Supplies	3827 Pitney Bowes Inc	1018582333	E-Z Seal 64 Oz Bottle for Postage Machine	72.67
165	7000	Office Supplies	3827 Pitney Bowes Inc	1018599696	One Red Ink Cartridge for Postage Machine	234.17
<b>Total 90 - Overhead</b>					<b>3,951.84</b>	

<b>Total 100 - General Fund</b>					<b>243,016.17</b>
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<b>Fund: 201 - TIF #1 Downtown Fund</b>						
166	6000	Professional Services	2785 Walker Parking Consultants/Engineers Inc	31848200027	Design Services - Civic Deck 05/28-07/01/2021 R-205-19	3,215.97
<b>Total 201 - TIF #1 Downtown Fund</b>					<b>3,215.97</b>	

<b>Fund: 208 - TIF #8 Oakton</b>						
167	6000	Professional Services	8133 Elrod Friedman LLP	4974	6-21 Non-Retainer Matters	10.21
<b>Total 208 - TIF #8 Oakton</b>					<b>10.21</b>	

<b>Fund: 230 - Motor Fuel Tax Fund</b>						
168	6000	Professional Services	7355 Soil & Material Consultants Inc	46497	Geotechnical Services-2021 CIP 06/11/2021	630.00
169	6155	Sidewalk Improvements	1364 Martam Construction	2019-0-P6 Final	R-99-19 2019 CIP Concrete Improv 01/01/2020-06/01/2020	17,869.62
170	6155	Sidewalk Improvements	1402 DiNatale Construction Inc	2021-Concrete-P2	2021 CIP Concrete Improvements 06/24-07/29/2021	12,401.70
171	7140	Electricity	1033 ComEd	0193753007-07.21	Electricity Service 06/09-07/09/2021	79.73

# City of Des Plaines

## Warrant Register 08/16/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
172	7140	Electricity	1033 ComEd	0237106099-07.21	Electricity Service 06/04-07/06/2021	244.77
173	7140	Electricity	1033 ComEd	0392121005-07.21	Electricity Service 06/04-07/06/2021	117.94
174	7140	Electricity	1033 ComEd	0445091056-07.21	Electricity Service 06/04-07/06/2021	253.38
175	7140	Electricity	1033 ComEd	0725000037-07.21	Electricity Service 06/07-07/08/2021	27.27
176	7140	Electricity	1033 ComEd	1273119011-07.21	Electricity Service 06/07-07/07/2021	1,669.02
177	7140	Electricity	1033 ComEd	1521117181-07.21	Electricity Service 06/04-07/06/2021	274.42
178	7140	Electricity	1033 ComEd	2493112068-07.21	Electricity Service 06/04-07/06/2021	39.77
179	7140	Electricity	1033 ComEd	2607132134-07.21	Electricity Service 06/03-07/02/2021	178.15
180	7140	Electricity	1033 ComEd	2644104014-07.21	Electricity Service 06/03-07/02/2021	149.52
181	7140	Electricity	1033 ComEd	2901166089-07.21	Electricity Service 06/04-07/06/2021	592.92
182	7140	Electricity	1033 ComEd	2943015087-07.21	Electricity Service 05/20-06/21/2021	14,600.21
183	7140	Electricity	1033 ComEd	2943015087-7.21A	Electricity Service 06/21-07/21/2021	14,522.18
184	7140	Electricity	1033 ComEd	3471079047-07.21	Electricity Service 06/04-07/06/2021	29.26
185	7140	Electricity	1033 ComEd	6045062008-07.21	Electricity Service 06/04-07/06/2021	73.48
186	8100	Improvements	1364 Martam Construction	2019-0-P6 Final	R-99-19 2019 CIP Concrete Improv 01/01/2020-06/01/2020	11,248.72
187	8100	Improvements	3099 Schroeder Asphalt Services Inc	2021-CIP MFT-P1	2021 CIP Street & Utility Improvements 06/30-07/27/2021 R-88-21	48,143.98
188	8100	Improvements	1402 DiNatale Construction Inc	2021-Concrete-P2	2021 CIP Concrete Improvements 06/24-07/29/2021	27,316.50
<b>Total 230 - Motor Fuel Tax Fund</b>					<b>150,462.54</b>	

Fund: 240 - CDBG Fund						
189	6604	CDBG Care Act Program	4912 Northwest Compass Inc	CDBG-CV #3	Public Service Fin Assistance CDBG-CV-B-20-MW-17-3/2021-7/2021	30,000.00
<b>Total 240 - CDBG Fund</b>					<b>30,000.00</b>	

Fund: 250 - Grant Projects Fund						
Program: 2520 - Capital Grants						
190	6005	Legal Fees	8225 Golan Christie Taglia LLP	162758-OLN0002	Legal Fees-Lee & Forest TL 1427-1479 Lee St 5/17-5/28/2021	600.00

# City of Des Plaines

## Warrant Register 08/16/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
191	6005	Legal Fees	6997 Walker Wilcox Matousek LLP	183423-OL60001 Legal Fees-Ballard Rd Sidepath-2250 Ballard 05/20- 05/25/2021	1,305.35
192	6005	Legal Fees	7855 Bravo Company Engineering Inc	21073-OL60001 Legal Fees-Ballard Rd Sidepath-2250 Ballard 06/17- 06/18/2021	950.00
193	6005	Legal Fees	1733 Burke Burns & Pinelli Ltd	28708-OLN0006 Legal Fees-Lee & Forest TL 1387 Lee St 5/12/2021	200.00
194	6005	Legal Fees	8133 Elrod Friedman LLP	4712 6-21 Non-Retainer IEMA & FEMA Review Phase 5	770.00
195	6005	Legal Fees	8133 Elrod Friedman LLP	4713 6-21 Non-Retainer IEMA & FEMA Review Phase 4	2,288.00
196	8100	Improvements	1086 Arrow Road Construction Company	2020-A-P9 R-125-20 Contractor 2020 CIP Cont A St & ADA Imp 06/25- 07/23/21	332,192.88
<b>Total 2520 - Capital Grants</b>					<b>338,306.23</b>

<b>Total 250 - Grant Projects Fund</b>	<b>338,306.23</b>
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Fund: 260 - Asset Seizure Fund						
Program: 2610 - Customs						
197	8015	Equipment	1091 B&H Photo-Video	190982083	Novoflex Flash Bracket for ET Camera	178.20
<b>Total 2610 - Customs</b>					<b>178.20</b>	

Program: 2620 - DEA						
198	5325	Training	1129 DuPage, College of	13083	Red Dot Pistol Class 7/19/2021 (2 TRT Officers)	800.00
<b>Total 2620 - DEA</b>					<b>800.00</b>	

<b>Total 260 - Asset Seizure Fund</b>	<b>978.20</b>
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Fund: 400 - Capital Projects Fund						
199	6000	Professional Services	1126 Civiltech Engineering Inc	3243-21	Consultant-Rand Rd Sidepath ROW Acquisition 11/27/20- 03/25/21	11,738.49
200	6005	Legal Fees	8133 Elrod Friedman LLP	4725	6-21 Non-Retainer Litigation	127.50
201	6015	Communication Services	1552 Verizon Wireless	9884040581	Communication Service 06/14- 07/13/2021	132.10
202	8100	Improvements	1328 John Neri Construction Company Inc	2021-A-P2	2021 CIP Street & Utility Imp 06/25-07/23/2021	26,149.54
<b>Total 400 - Capital Projects Fund</b>					<b>38,147.63</b>	

Fund: 410 - Equipment Replacement Fund						
Department: 70 - Fire Department						
203	8020	Vehicles	1501 Foster Coach Sales Inc	PN 19775A	Final Pymt on Freightliner Horton Amb FD7708 After Trade-In Adj	2,498.00
<b>Total 70 - Fire Department</b>					<b>2,498.00</b>	

<b>Total 410 - Equipment Replacement Fund</b>	<b>2,498.00</b>
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# City of Des Plaines

## Warrant Register 08/16/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 420 - IT Replacement Fund</b>					
204	6140	Leases	5109 Konica Minolta Premier Finance	5016061001 Konica Minolta Lease 8/21/21-9/20/21	7,304.18
<b>Total 420 - IT Replacement Fund</b>					<b>7,304.18</b>

<b>Fund: 430 - Facilities Replacement Fund</b>						
205	6000	Professional Services	3337 HR Green Inc	144979	Masonry Repairs - City Hall - 05/22/2021-06/18/2021	1,261.96
206	6000	Professional Services	8130 ECS Midwest LLC	897087	Material Testing - Civic Deck - 06/01/2021-07/03/2021	6,883.00
207	6315	R&M Buildings & Structures	8224 All-Tech Decorating Company	39096	Painting Labor - Theater - 06/21/2021-07/12/2021	14,280.00
208	6315	R&M Buildings & Structures	5440 Manusos General Contracting Inc	6213	Construction @ Theatre - 05/31/2021-06/05/2021	13,232.60
209	6315	R&M Buildings & Structures	5440 Manusos General Contracting Inc	6251	Construction @ Theatre 07/19/2021-07/24/2021	2,063.80
210	6315	R&M Buildings & Structures	4583 Argon Electric Company, Inc	9396	Electrical Services - Theater - 03/22-03/26/2021	8,938.00
211	6315	R&M Buildings & Structures	4583 Argon Electric Company, Inc	9397	Electrical Services - Theater - 03/29/2021-04/02/2021	8,981.00
212	6315	R&M Buildings & Structures	4583 Argon Electric Company, Inc	9449	Electrical Repairs - Theater - 06/28/2021-07/02/2021	19,838.00
213	6315	R&M Buildings & Structures	4583 Argon Electric Company, Inc	9450	Electrical Repairs - Theater - 07/06/2021-07/09/2021	17,440.00
214	7045	Supplies - Building R&M	4093 White Cap LP	10014634477	Foundation Sealer @ Theatre	165.39
215	7045	Supplies - Building R&M	4093 White Cap LP	10014640519	Foundation Sealer @ Theatre	160.59
216	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1069290	Door Cylinders @ Theatre	856.40
217	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1069582	Keys for Theatre	36.84
218	7045	Supplies - Building R&M	4177 Uline Inc	136158759	Safety Railing for Theatre	702.28
219	7045	Supplies - Building R&M	1187 Scharm Floor Covering	15430	VCT Tile and Adhesive - Theater	433.81
220	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2743992	Plumbing Supplies for Theatre	996.24
221	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2744761	Plumbing Supplies @ Theatre	1,394.22
222	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2744763	Plumbing Supplies @ Theatre	566.52
223	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2744946	Plumbing Supplies @ Theatre	7.89
224	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2745174	Plumbing Supplies @ Theatre	209.72
225	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2745175	Plumbing Supplies @ Theatre	86.79
226	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2746527	Plumbing Supplies @ Theatre	1,516.83
227	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2746912	Plumbing Supplies @ Theatre	59.23

# City of Des Plaines

## Warrant Register 08/16/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
228	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2747785	Plumbing Supplies @ Theatre	314.66
229	7045	Supplies - Building R&M	1540 Reinke Interior Supply Company Inc	60046630	Drop Ceiling Supplies @ Theatre	548.89
230	7045	Supplies - Building R&M	2411 Reinke Gypsum Supply Co Inc	61038075	Steel Studs/Track @ Theatre	168.14
231	7045	Supplies - Building R&M	5917 Ferguson Enterprises Inc	6153110	Sump Pump Controller @ Theatre	1,151.12
232	7045	Supplies - Building R&M	1057 Menard Incorporated	81500	Silicone @ Theatre	31.20
233	7045	Supplies - Building R&M	1057 Menard Incorporated	82694	Files for Door Installation @ Theatre	15.88
234	7045	Supplies - Building R&M	1057 Menard Incorporated	82709	Water-Stop and Repair Concrete @ Theatre	28.84
235	7045	Supplies - Building R&M	1057 Menard Incorporated	82746	Screws/Fasteners @ Theatre	51.56
236	7045	Supplies - Building R&M	1057 Menard Incorporated	82836	J Bead/Drywall/Drywall Compound @ Theatre	131.65
237	7045	Supplies - Building R&M	1057 Menard Incorporated	82868	Plumbing Supplies @ Theatre	22.17
238	7045	Supplies - Building R&M	1057 Menard Incorporated	82881	Paint/Access Panels /Lumber @ Theatre	269.42
239	7045	Supplies - Building R&M	1057 Menard Incorporated	82912	Plywood @ Theatre	814.20
240	7045	Supplies - Building R&M	1057 Menard Incorporated	83046	Vinyl Tile Adhesive @ Theatre	39.99
241	7045	Supplies - Building R&M	1057 Menard Incorporated	83073	Tapcons/Drill Bits/Etc. @ Theatre	34.03
242	7045	Supplies - Building R&M	1057 Menard Incorporated	83097	Plywood/2x4's/Plumbing Supplies @ Theatre	665.05
243	7045	Supplies - Building R&M	1057 Menard Incorporated	83115	Trowel/Caulk Gun/Blades @ Theatre	29.35
244	7045	Supplies - Building R&M	1057 Menard Incorporated	83118	Repair Mortar @ Theatre	14.69
245	7045	Supplies - Building R&M	1057 Menard Incorporated	83119	Plumbing Supplies @ Theatre	30.28
246	7045	Supplies - Building R&M	1057 Menard Incorporated	83177	Ceiling Grid Mainline @ Theatre	129.00
247	7045	Supplies - Building R&M	1057 Menard Incorporated	83178	Return Ceiling Grid Supplies from Theatre	(129.00)
248	7045	Supplies - Building R&M	1057 Menard Incorporated	83179	Wall Angle Grid @ Theatre	85.00
249	7045	Supplies - Building R&M	1057 Menard Incorporated	83220	Wax and Cleaner @ Theatre	9.98
250	7045	Supplies - Building R&M	1057 Menard Incorporated	83230	Paint Tray Liners @ Theatre	19.90
251	7045	Supplies - Building R&M	1057 Menard Incorporated	83233	Drill Bit @ Theatre	15.99
252	7045	Supplies - Building R&M	1057 Menard Incorporated	83278	Lumber @ Theatre	266.92
253	7045	Supplies - Building R&M	1057 Menard Incorporated	83279	Cleaning Supplies @ Theatre	50.82

# City of Des Plaines

## Warrant Register 08/16/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
254	7045	Supplies - Building R&M	1057 Menard Incorporated	83290	Screws and Bits @ Theatre	47.39
255	7045	Supplies - Building R&M	1057 Menard Incorporated	83291	Cleaning Supplies @ Theatre	50.82
256	7045	Supplies - Building R&M	1057 Menard Incorporated	83442	Painting Supplies for the Theater	104.81
257	7045	Supplies - Building R&M	1057 Menard Incorporated	83443	Expansion Joints and Pail for Water @ Theatre	28.98
258	7045	Supplies - Building R&M	1057 Menard Incorporated	83480	Thresholds @ Theatre	87.72
259	7045	Supplies - Building R&M	1057 Menard Incorporated	83494	Thresholds Return from Theatre	(45.76)
260	7045	Supplies - Building R&M	1057 Menard Incorporated	83495	Threshold @ Theatre	10.49
261	7045	Supplies - Building R&M	1057 Menard Incorporated	83514	Drywall Compound @ Theatre	12.99
262	7045	Supplies - Building R&M	1072 Prairie Material	890119113	Concrete @ Theatre	184.88
263	7045	Supplies - Building R&M	4583 Argon Electric Company, Inc	9457	Electrical Panels and Cabling @ Theatre	1,768.00
264	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006933346.001	Return Electrical Supplies from Theatre	(934.77)
265	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006943948.002	Electrical Pipe @ Theatre	1,902.49
266	7045	Supplies - Building R&M	8201 Gexpro	S131275327.001	Stage Floor Boxes @ Theatre	1,737.79
267	7045	Supplies - Building R&M	8366 Connexion	S1783820.002	Lutron Dimmers & Contr-Theater-07/06/2021	2,685.00
268	7045	Supplies - Building R&M	8366 Connexion	S1783820.004	Electric Supplies @ Theatre	760.63
269	7045	Supplies - Building R&M	8366 Connexion	S1786328.001	Electric Supplies @ Theatre	760.13
270	7045	Supplies - Building R&M	8366 Connexion	S1786608.001	Electric Supplies @ Theatre	269.08
271	7045	Supplies - Building R&M	8366 Connexion	S1786910.001	Electric Supplies @ Theatre	416.96
272	7045	Supplies - Building R&M	8366 Connexion	S1787564.001	Electric Supplies @ Theatre	507.10
273	7045	Supplies - Building R&M	8366 Connexion	S1788343.001	Electric Supplies @ Theatre	609.10
274	7045	Supplies - Building R&M	8366 Connexion	S1788343.002	Electric Supplies @ Theatre	11.86
<b>Total 430 - Facilities Replacement Fund</b>					<b>115,896.53</b>	

Fund: 500 - Water/Sewer Fund						
Non Departmental						
Division: 000 - Non Divisional						
275	4601	New Construction - Sale of Water	5064 Alpine Demolition Services LLC	Refund 07/16/21	Hydrant Usage Refund 07/16/2021	(316.52)
<b>Total 000 - Non Divisional</b>					<b>(316.52)</b>	

# City of Des Plaines

## Warrant Register 08/16/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Division: 510 - Engineering</b>					
276	6015	Communication Services	1552 Verizon Wireless	9884040581 Communication Service 06/14-07/13/2021	78.47
<b>Total 510 - Engineering</b>					<b>78.47</b>

<b>Division: 550 - Water Systems</b>					
277	6015	Communication Services	1552 Verizon Wireless	9884040581 Communication Service 06/14-07/13/2021	769.24
278	6195	Miscellaneous Contractual Services	4583 Argon Electric Company, Inc	9454 Conduit Installation - Oakton Water Tower - 06/29/2021	1,461.00
279	6195	Miscellaneous Contractual Services	6992 Core & Main LP	P291767 Water Meter Purchases/Installs - 06/12-07/07/2021, R-9-21	3,350.00
280	6305	R&M Equipment	1088 Atlas Bobcat LLC	719279 Left Track Repair & Blocks Adjust - PW 9025 - 07/15/2021	1,971.86
281	6305	R&M Equipment	1154 West Side Tractor Sales	L87167 Perform 500 Hr Service - PW 9018 - 07/14/2021	1,695.54
282	7020	Supplies - Safety	4093 White Cap LP	10014584314 Ear Muffs	65.58
283	7030	Supplies - Tools & Hardware	6679 Olson's Ace Hardware	016755/3 3 Pairs Gloves & 10 Paint Brushes	82.62
284	7035	Supplies - Equipment R&M	1274 O'Leary's Contractors Equipment & Supply Inc	386448 12' Ladder - Main Breaks	175.00
285	7035	Supplies - Equipment R&M	8244 Des Plaines Ace Hardware	989 Flags, AAA Batteries, & AA Batteries	39.55
286	7035	Supplies - Equipment R&M	1043 WW Grainger Inc	9968854258 Pressure Washer Hose Reel	304.17
287	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0216603 4 Tire Sensors - PW 9051	213.08
288	7040	Supplies - Vehicle R&M	5193 Fast MRO Supplies Inc	5906 Batteries & Brake Cleaner - Stock	94.12
289	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10390410 2.00 Top Soil - Restorations - 05/27/2021	59.30
290	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10394633 3.00 Bulk Top Soil - Restorations - 06/14/2021	88.95
291	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10402063 2.50 Cu Yds Top Soil - Parkway Repair - 07/20/2021	74.13
292	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10402688 3.00 Cu Yds Top Soil & 50 Lbs Grass Seed - 07/23/2021	218.95
293	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10402762 1.50 Cu Yds Top Soil - Parkway Repairs - 07/23/2021	44.48
294	7070	Supplies - Water System Maintenance	4093 White Cap LP	10014616621 50 Stakes Bundle - B-Box Locations	55.79
295	7070	Supplies - Water System Maintenance	8244 Des Plaines Ace Hardware	1015 Blue & Green Marking Paint	248.04
296	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	254532-000 8 Hex Bolts & 8 Hex Nuts	59.92
297	7070	Supplies - Water System Maintenance	1072 Prairie Material	890099544 3.25 Cu Yds Concrete - Repairs - 07/14/2021	520.56

# City of Des Plaines

## Warrant Register 08/16/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
298	7070	Supplies - Water System Maintenance	1072 Prairie Material	890110484	6.00 Cu Yds Concrete - Repairs - 07/21/2021	769.50
299	7070	Supplies - Water System Maintenance	1072 Prairie Material	890112790	3.00 Cu Yds Concrete - Street Repairs - 07/22/2021	489.75
300	7070	Supplies - Water System Maintenance	6992 Core & Main LP	P229589	7 Repair Clamps	631.00
301	7070	Supplies - Water System Maintenance	6992 Core & Main LP	P237630	DIP & Hymax Couplings	1,785.80
302	7120	Gasoline	8331 Avalon Petroleum Company Inc	467887	5,500 Gals Unleaded Gasoline- 7/13/21, R-163-20	1,762.19
303	7130	Diesel	8331 Avalon Petroleum Company Inc	029076	1,503 Gals Bio Diesel Fuel - 07/13/2021, R-163-20	243.77
304	7140	Electricity	1033 ComEd	0718079040-07.21	Electricity Service 06/04-07/06/2021	46.50
305	7140	Electricity	1033 ComEd	1602149012-07.21	Electricity Service 06/03-07/02/2021	57.76
306	7140	Electricity	1033 ComEd	2382141015-07.21	Electricity Service 06/04-07/06/2021	29.00
307	7140	Electricity	1033 ComEd	2902009038-07.21	Electricity Service 06/02-07/01/2021	49.00
308	7140	Electricity	1033 ComEd	3526170000-07.21	Electricity Service 06/02-07/01/2021	41.79
309	7140	Electricity	1033 ComEd	4436122006-07.21	Electricity Service 06/14-07/14/2021	5,659.86
310	7140	Electricity	1033 ComEd	5646761001-07.21	Electricity Service 06/02-07/01/2021	25.05
311	7140	Electricity	1033 ComEd	6152054027-07.21	Electricity Service 06/03-07/02/2021	5,594.69
312	7320	Equipment < \$5,000	7797 LAI Ltd	21-18415	Chlorine Sensor Replacement - 07/01/2021	1,300.00
<b>Total 550 - Water Systems</b>					<b>30,077.54</b>	

<b>Division: 560 - Sewer Systems</b>						
313	6015	Communication Services	1552 Verizon Wireless	9884040581	Communication Service 06/14-07/13/2021	321.49
314	6195	Miscellaneous Contractual Services	7922 US Geological Survey	90910775	Algonquin Rd River Gauge & Install-7/08/21, R-115-19	14,400.00
315	6195	Miscellaneous Contractual Services	2808 IL Environmental Protection Agency	ILM580026(A)2021	Annual Combine Sewer Overflow Permit 07/01/2021-06/30/2022	5,000.00
316	6305	R&M Equipment	1564 EJ Equipment Inc	W11855	OZIII Sewer Camera Repairs - 07/23/2021	3,268.45
317	6305	R&M Equipment	1564 EJ Equipment Inc	W11856	CUES Rear Camera Repair - 07/15/2021	840.73
318	6505	Subsidy - Sewer Lateral Program	8437 Maslowski, Andrzej	SLP21-007	Sanitary Sewer Rebate - 6/25/21	1,680.00
319	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W92219	Alternator - PW 8010	384.77
320	7040	Supplies - Vehicle R&M	5193 Fast MRO Supplies Inc	5906	Batteries & Brake Cleaner - Stock	31.38
321	7075	Supplies - Sewer System Maintenance	1162 Vollmar Clay Products Inc	185335	Sanitary Sewer Structure	1,960.00

# City of Des Plaines

## Warrant Register 08/16/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
322	7075	Supplies - Sewer System Maintenance	1072 Prairie Material	890096812	1.25 Cu Yds Concrete-207 Millers & 434 Tracy-7/13/21	154.06
323	7075	Supplies - Sewer System Maintenance	1202 Standard Equipment Co	P30373	Nozzle & Leader Hose for Jetter	184.17
324	7075	Supplies - Sewer System Maintenance	1202 Standard Equipment Co	P30431	Vactor Starter Tube for #8020	242.20
325	7120	Gasoline	8331 Avalon Petroleum Company Inc	467887	5,500 Gals Unleaded Gasoline-7/13/21, R-163-20	731.02
326	7120	Gasoline	1057 Menard Incorporated	83318	2-Cycle Gas- Sewer Stock	5.99
327	7130	Diesel	8331 Avalon Petroleum Company Inc	029076	1,503 Gals Bio Diesel Fuel - 07/13/2021, R-163-20	1,289.87
328	7140	Electricity	1033 ComEd	0096017042-07.21	Electricity Service 06/04-07/06/2021	526.66
329	7140	Electricity	1033 ComEd	0575134020-07.21	Electricity Service 06/02-07/01/2021	149.71
330	7140	Electricity	1033 ComEd	0640144010-07.21	Electricity Service 06/04-07/06/2021	40.47
331	7140	Electricity	1033 ComEd	0762050019-07.21	Electricity Service 06/07-07/07/2021	20.49
332	7140	Electricity	1033 ComEd	2038128006-07.21	Electricity Service 06/02-07/01/2021	46.35
333	7140	Electricity	1033 ComEd	2148094073-07.21	Electricity Service 06/07-07/07/2021	53.43
334	7140	Electricity	1033 ComEd	3461136053-07.21	Electricity Service 06/03-07/02/2021	33.28
335	7140	Electricity	1033 ComEd	3526009006-07.21	Electricity Service 06/04-07/06/2021	120.55
336	7140	Electricity	1033 ComEd	3657136067-07.21	Electricity Service 06/04-07/06/2021	78.54
337	7140	Electricity	1033 ComEd	4995025051-07.21	Electricity Service 06/03-07/02/2021	27.05
338	7140	Electricity	1033 ComEd	5060090016-07.21	Electricity Service 06/07-07/07/2021	154.53
339	7140	Electricity	1033 ComEd	5814097012-07.21	Electricity Service 06/04-07/06/2021	32.93
340	7140	Electricity	1033 ComEd	6331089024-07.21	Electricity Service 06/02-07/01/2021	298.30
<b>Total 560 - Sewer Systems</b>					<b>32,076.42</b>	

Division: 580 - CIP - Water/Sewer						
341	6000	Professional Services	8074 Thomas Group Solutions LLC	DP TO2 (2020)	Water System Risk Assessment - 07/20/2021	15,480.00
342	8100	Improvements	1328 John Neri Construction Company Inc	2021-A-P2	2021 CIP Street & Utility Impr 06/25-07/23/2021 R-81-21	193,236.89
343	8100	Improvements	3099 Schroeder Asphalt Services Inc	2021-CIP MFT-P1	2021 CIP Street & Utility Impr 06/30-07/27/2021 R-88-21	274,040.41
<b>Total 580 - CIP - Water/Sewer</b>					<b>482,757.30</b>	

<b>Total 00 - Non Departmental</b>					<b>544,673.21</b>
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# City of Des Plaines

## Warrant Register 08/16/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Department: 30 - Finance</b>						
344	6015	Communication Services	1552 Verizon Wireless	9884040581	Communication Service 06/14-07/13/2021	63.69
345	6025	Administrative Services	7615 Sebis Direct Inc	34117	Utility Bill Rendering Service for Drop Date 07/15/2021	1,439.19
<b>Total 30 - Finance</b>					<b>1,502.88</b>	

<b>Total 500 - Water/Sewer Fund</b>	<b>546,176.09</b>
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<b>Fund: 510 - City Owned Parking Fund</b>						
346	7060	Supplies - Parking Lots	1057 Menard Incorporated	82745	Light Bulbs for Metro Garage	59.97
347	7060	Supplies - Parking Lots	1057 Menard Incorporated	83076	Fabuloso to Clean Parking Decks	46.08
348	7060	Supplies - Parking Lots	1047 Home Depot Credit Svcs	9052344	Paint for Doors in Library Deck Stairwells	117.12
349	7060	Supplies - Parking Lots	1043 WW Grainger Inc	9960982842	Light Bulbs	131.96
350	7060	Supplies - Parking Lots	2313 City Electric Supply Company (CES)	DEP/051643	Batteries for EM Lights	252.32
351	7140	Electricity	1033 ComEd	0354464001-07.21	Electricity Service 06/04-07/06/2021	1,454.23
352	7140	Electricity	1033 ComEd	2239082030-07.21	Electricity Service 06/04-07/06/2021	1,336.32
353	7140	Electricity	1033 ComEd	4722388001-07.21	Electricity Service 06/04-07/06/2021	19.94
354	7140	Electricity	1033 ComEd	4791127023-07.21	Electricity Service 06/04-07/06/2021	982.78
355	7140	Electricity	1033 ComEd	5310303000-07.21	Electricity Service 06/04-07/06/2021	156.95
<b>Total 510 - City Owned Parking Fund</b>					<b>4,557.67</b>	

<b>Fund: 520 - Metra Leased Parking Fund</b>						
356	7140	Electricity	1033 ComEd	5222730006-07.21	Electricity Service 06/02-07/01/2021	86.37
<b>Total 520 - Metra Leased Parking Fund</b>					<b>86.37</b>	

<b>Fund: 600 - Risk Management Fund</b>						
357	5325	Training	8074 Thomas Group Solutions LLC	DP TO4 2021 Q1	OSHA Compliance Training 1/1-3/1/21 R-9-20 PW-Wide	4,241.00
358	6000	Professional Services	8074 Thomas Group Solutions LLC	DP TO6 (2021) Q2	City Wide Risk Mgmt Services-01/01-03/31/2021, R-9-20	4,875.00
359	6005	Legal Fees	8133 Elrod Friedman LLP	4729	6-21 Non-Retainer PSEBA Proceedings	228.00
<b>Total 600 - Risk Management Fund</b>					<b>9,344.00</b>	

# City of Des Plaines

## Warrant Register 08/16/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Fund: 700 - Escrow Fund</b>						
360	2430	Escrow - Police Items	1320 IL State Police	Cost 01755-06/21	Fingerprint Background Check Services for June 2021	56.50
361	2460	Refundable Bonds	8447 Caprio, Raymond & Heather	Refund - 7/22/21	Bond Refund - 2019-03000033 - Permit Issued 8/8/2019	5,000.00
362	2464	Hydrant Deposits	5064 Alpine Demolition Services LLC	Refund 07/16/21	Hydrant Usage Refund 07/16/2021	1,100.00
363	2493	Escrow - CED Development	8133 Elrod Friedman LLP	4717	6-21 Reimb Redevelopment	1,404.00
364	2493	Escrow - CED Development	8133 Elrod Friedman LLP	4719	6-21 Reimb Redevelopment	1,040.00
365	2493	Escrow - CED Development	8133 Elrod Friedman LLP	4720	6-21 Reimb Redevelopment	347.50
366	2493	Escrow - CED Development	8133 Elrod Friedman LLP	4726A	6-21 Non-Retainer Matters	3,435.97
<b>Total 700 - Escrow Fund</b>					<b>12,383.97</b>	
<b>Grand Total</b>					<b>1,502,383.76</b>	

# City of Des Plaines

## Warrant Register 08/16/2021

### Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Fund: 100 - General Fund</b>						
<b>City Administration</b>						
<b>Division: 230 - Information Technology</b>						
367	6015	Communication Services	1010 AT&T Mobility	28702533395907 21	Communication Service 06/04- 07/03/2021	135.69
<b>Total 230 - Information Technology</b>					<b>135.69</b>	
<b>Total 20 - City Administration</b>					<b>135.69</b>	
<b>Public Works &amp; Engineering</b>						
<b>Division: 535 - Facilities &amp; Grounds Maintenance</b>						
368	7110	Natural Gas	1064 Nicor	07/14/21 x507801	Natural Gas Service 06/15- 07/13/2021	128.02
369	7110	Natural Gas	1064 Nicor	07/14/21 x550488	Natural Gas Service 06/14- 07/13/2021	52.22
370	7110	Natural Gas	1064 Nicor	07/14/21 x603131	Natural Gas Service 06/14- 07/13/2021	41.10
371	7110	Natural Gas	1064 Nicor	07/16/21 x600008	Natural Gas Service 06/16- 07/15/2021	56.67
<b>Total 535 - Facilities &amp; Grounds Maintenance</b>					<b>278.01</b>	
<b>Division: 540 - Vehicle Maintenance</b>						
372	6195	Miscellaneous Contractual Services	7631 T-Mobile USA Inc	965199112-Jul 21	Vehicle Positioning System 06/21-07/20/2021	252.00
<b>Total 540 - Vehicle Maintenance</b>					<b>252.00</b>	
<b>Total 50 - Public Works &amp; Engineering</b>					<b>665.70</b>	
<b>Police Department</b>						
<b>Division: 610 - Uniformed Patrol</b>						
373	6015	Communication Services	1032 Comcast	07/18/21 x6724	Internet/Cable Service for August 2021	104.60
<b>Total 610 - Uniformed Patrol</b>					<b>104.60</b>	
<b>Total 60 - Police Department</b>					<b>104.60</b>	
<b>Fire Department</b>						
<b>Division: 730 - Emergency Management Agency</b>						
374	6015	Communication Services	1032 Comcast	07/22/21 x6716	Internet/Cable Service for August 2021	62.76
<b>Total 730 - Emergency Management Agency</b>					<b>62.76</b>	
<b>Total 70 - Fire Department</b>					<b>62.76</b>	
<b>Department: 90 - Overhead</b>						
375	6015	Communication Services	1032 Comcast	07/20/21 x6732	Internet/Cable Service for August 2021	62.76
376	6015	Communication Services	1032 Comcast	126822037 x8482	Internet/Cable Service 07/15- 08/14/2021	1,575.00

# City of Des Plaines

## Warrant Register 08/16/2021

### Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
377	6015	Communication Services	1533 Wide Open West LLC	04/22/21 x1246	Internet/Cable Service 04/21-05/20/2021	284.40
378	6015	Communication Services	1533 Wide Open West LLC	07/22/21 x1246	Internet/Cable Service 07/21-08/20/2021	316.40
379	6015	Communication Services	1533 Wide Open West LLC	11526044Jul2021	Internet/Cable Service x6044	661.37
				A	07/21-08/20/2021	
380	6015	Communication Services	1533 Wide Open West LLC	11526044Jul2021	Internet/Cable Service x1245	1,917.74
				B	07/21-08/20/2021	
381	6015	Communication Services	1533 Wide Open West LLC	11526044Jul2021	Internet/Cable Service x1246	840.00
				C	07/21-08/20/2021	
382	6015	Communication Services	1533 Wide Open West LLC	11526044Jul2021	Internet/Cable Service x5988	127.90
				E	07/21-08/20/2021	
<b>Total 90 - Overhead</b>					<b>5,785.57</b>	

<b>Total 100 - General Fund</b>	<b>6,618.63</b>
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Fund: 430 - Facilities Replacement Fund						
383	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	0603477	Cleaning Supplies for Theatre	38.89
384	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4022036	Screws & Auger Bit for Theatre	31.94
385	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	5021861	Access Panels for Theatre	72.65
386	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	5523436	Drywall Screws & Rake for Theatre	37.53
387	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2020652	Klean Strip Cleaning Solvent for Theatre	14.98
388	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2421404	Drywall for Theatre	583.82
<b>Total 430 - Facilities Replacement Fund</b>					<b>779.81</b>	

Fund: 500 - Water/Sewer Fund						
Division: 550 - Water Systems						
389	6015	Communication Services	1533 Wide Open West LLC	11526044Jul2021	Internet/Cable Service x0573	320.00
				D	07/21-08/20/2021	
<b>Total 550 - Water Systems</b>					<b>320.00</b>	

<b>Total 500 - Water/Sewer Fund</b>	<b>320.00</b>
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Fund: 600 - Risk Management Fund						
390	5345	Post-Employment Testing	8444 Health & Law Resource Inc	h1r6795	Consulting Services - Initial Retainer 06/29/2021	7,000.00
<b>Total 600 - Risk Management Fund</b>					<b>7,000.00</b>	

<b>Grand Total</b>	<b>14,718.44</b>
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# City of Des Plaines

## Warrant Register 08/16/2021

### Summary

	<u>Amount</u>	<u>Transfer Date</u>
Automated Accounts Payable	\$ 1,502,383.76 **	8/16/2021
Manual Checks	\$ 14,718.44 **	7/29/2021
Payroll	\$ 1,304,082.57	7/30/2021
RHS Payout	\$ -	
Electronic Transfer Activity:		
JPMorgan Chase Credit Card	\$ -	
Chicago Water Bill ACH	\$ -	
Postage Meter Direct Debits	\$ 3,000.00	7/19/2021
Utility Billing Refunds	\$ 1,104.50	7/21/2021
Debt Interest Payment	\$ -	
FEMA Buyout	\$ -	
Property Purchase	\$ -	
IMRF Payments	\$ -	
Employee Medical Trust	\$ 739,360.69	8/3/2021
<b>Total Cash Disbursements:</b>	<b><u>\$ 3,564,649.96</u></b>	

\* Multiple transfers processed on and/or before date shown

\*\* See attached report

Adopted by the City Council of Des Plaines

This Sixteenth Day of August 2021

Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

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Jessica M. Mastalski, City Clerk

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Andrew Goczkowski, Mayor



COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: August 5, 2021

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

From: John T. Carlisle, AICP, Economic Development Manager *jc*

Subject: Class 6b Renewal – Rawls Road Properties LLC, 70 Rawls Road; (3<sup>rd</sup> Ward)

**Issue:** Applicant Rawls Road Properties LLC is the owner of 70 Rawls Road and is requesting a Cook County Property Tax Class 6b renewal resolution. Class 6b incentives, which are designed to encourage industrial investment by reducing the assessment level of eligible properties for 12 years, may be renewed once for up to 10 years. Renewals may be requested and approved earlier than the 12-year mark. The subject property has been 100 percent vacant and unused since 2019.

**Analysis:** The property is 51 years old and consists of a 14,780-square-foot industrial building on a 38,117-square-foot site. The original Class 6b incentive (Resolution R-33-14) was approved in 2014, activated by the County soon after, and applied to the 2013 property tax bill. Currently in its eighth year, the 6b incentive reduced the assessment level from the typical 25 percent to 10 percent. Without a renewal at this time, the assessment level would climb to 15 percent in 2024 and 20 percent in 2025, expiring in 2026 with a full assessment level (25 percent). The initial 6b allowed the applicant to replace and install new dock doors, replace the roof, complete tuckpointing work and general repair and maintenance, as well as secure tenant Dynamic Rubber, Inc., which occupied 100 percent of the facility until October 2019.

The applicant now plans to lease the entire property to Deltamax Freight System Inc. for logistics, warehousing, assembly, and fulfillment services. Deltamax is a transporting cargo company, specifically an international air and ocean freight forwarder, established in Taipei, Taiwan, in 1980. Deltamax also provides professional packaging, short- and long-term storage, inventory management, fulfillment, and consolidation. Deltamax intends to relocate to Des Plaines from 560 Bonnie Lane, Elk Grove Village, transferring its six employees. Deltamax plans to hire additional employees (two-to-three full-time and one-to-two part-time) over the course of the renewal period with a priority to hire qualified Des Plaines residents.

If the renewal is granted, the applicant's investment in improvements would total approximately \$155,000 over the life of the renewal. The applicant projects the property will have a new market value after improvements of \$1,163,200. The attached application contains a sheet highlighting the 12-year tax scenarios. On the following page is a summary. Scenario 2 projects the property tax bill with improvements, occupancy, and the approval of the 6b incentive. The applicant claims Scenario 3 is not possible because improvements and occupancy would not occur but for the incentive, and that if granted, the incentive will lead to an additional \$93,634 in property taxes over the life of the renewal.



*Annual Property Tax Scenarios for 10 Years:*

1. Estimated taxes as is (no 6b renewal & full vacancy): \$27,414
2. Estimated taxes *with* a 6b renewal, improvements, and full occupancy: \$31,304
3. Estimated taxes *without* a 6b renewal, but with improvements, and full occupancy: \$67,831

If granted, the renewal would be activated and applied to the 2020 tax bill and lead to a 10-percent assessment level through tax year 2029 (calendar year 2030). In the following two years, the assessment level would climb to 15 percent and 20 percent successively, then returning to the full 25 percent assessment level in the subsequent year.

**City Council Action:** Based on the application, the Council may choose to approve or deny Resolution R-134-21 supporting and consenting to a Class 6b Renewal for 70 Rawls Road.

**Attachments:**

Attachment 1: Class 6b Property Tax Incentive Application  
Class 6b Renewal Resolution R-134-21

June 7, 2021

**VIA MAIL & EMAIL**

Mike McMahon  
Economic Development Coordinator  
City of Des Plaines  
1420 Miner Street  
Des Plaines, Illinois 60016

**RE: Class 6b Renewal Resolution Request**  
**Rawls Road Properties LLC**  
**70 Rawls Road**  
**Des Plaines, IL 60018**  
**PIN: 09-19-301-021-0000**

Dear Mike:

Rawls Road Properties LLC (the “Applicant”) is the owner of the above referenced property (the “Subject Property”), and is requesting a 6b renewal resolution from the City of Des Plaines. Dynamic Rubber Inc. last occupied the property in October 2019. The Subject Property has been 100% vacant and unused since said date, despite being marketed for lease.

The Subject Property is approximately 51 years old and currently consists of a 14,780 square foot industrial building located on a 38,117 square foot site. Applicant plans to lease the entire property to Deltamax Freight System Inc. (the “Occupant” or “Deltamax”) for logistics, warehousing, assembly, and fulfillment services. Deltamax Freight System is an international air and ocean freight forwarder, transporting cargo worldwide through its Chicagoland office. To provide for customers’ transportation requirements, Deltamax also includes professional packaging, short and long-term storage, inventory management, fulfillment and consolidation. Deltamax is currently located at 560 Bonnie Lane in Elk Grove Village, but intends to vacate and transfer its six (6) employees to the Subject Property.

Deltamax Freight System was established in Taipei, Taiwan in 1980 as a part of a worldwide group of companies. The company is a registered NVOCC under the Federal Marine Commission and certified by the Transportation and Security Administration (TSA). Freight and logistics make up the majority of Deltamax’s business, but the company also provides warehousing and distribution services. Specifically, Deltamax acquires complex machinery such as MRI and CT scan machines and repackages their components for delivery to its customers. Some other capabilities include bonded warehouse storage, cargo stripping, cross-docking, airport handling, courier services, direct airfreight, freight forwarding, shipment sorting and shrink wrapping, to name a few (see enclosed company brochure).

Since its inception, the Deltamax Freight System Group has successfully evolved to other modes of transportation and logistics solutions, using China and the United States as its major business hubs. Its Chicago branch was established in 1993 and has grown steadily, further expanding its quality client base and geographic market coverage. Deltamax’s prudent business and financial decisions, as well as its experience and knowledge in the freight, logistics and third party fulfillment markets, have helped maintain

and foster customer loyalty, with a 95% client retention rate. For more information on Deltamax, please visit its website at <http://www.deltamaxchicago.com/>

Since receiving the incentive in 2014, the Applicant has reinvested its tax savings into replacing and installing new dock doors, a roof replacement, significant tuck-pointing work and general repair and maintenance. In the past year alone, the Applicant has invested approximately \$60,000 in make-ready improvements for potential tenants. Should the Subject Property receive the 6b renewal, the Applicant plans to spend another \$20,000 in tenant improvements, approximately \$60,000 for parking lot replacement/restriping and \$15,000 on additional tuck-pointing work. Deltamax will transfer its current six (6) employees from Elk Grove, and hire approximately 2-3 additional full time employees and 1-2 additional part-time employees over the course of the renewal period. When hiring new employees, Deltamax will give priority to qualified Des Plaines residents and requests any information relating to such.

After approximately \$155,000 of improvements, the Subject Property is projected to have a market value of approximately \$1,163,200, which would generate an estimated \$422,601 in total taxes over the life of the Class 6b Tax Incentive (or approx. \$31,304 per year). Without the renewal and with full vacancy relief, the property would generate a total of \$328,967 (or approx. \$27,414 per year) over 12 years. Therefore, should the Class 6b renewal be approved, the Subject Property would generate an additional approximately **\$93,634** in real estate taxes over the life of the tax incentive renewal. Please see the attached "12 Year Tax Comparison Chart."

Without the assistance from the incentive renewal, the Applicant will be unable to lease the property. In the event the Applicant does not lease the property, it will remain vacant and unused, and receive vacancy relief thereby lowering its total taxes. In addition to increased property tax revenues, Deltamax's presence in the City will also significantly benefit the local community. Its employees will frequent City restaurants, gas stations, stores and more. Deltamax's presence will also attract both new and returning customers who will also frequent nearby establishments.

According to the enclosed New Business Impact Chart, the Occupant's eventual 7 full time employees and 3 part time employees will contribute a projected **\$36,019** per year. In total, reoccupation and development of the project will generate an additional **\$525,862** in revenue to the City over the life of the incentive. The Applicant's proposed project is a substantial investment into the City's economy, and without the assistance of the incentive renewal, the Deltamax will not lease the facility.

Based on the foregoing, the Applicant requests the City of Des Plaines review its Class 6b renewal request and approve a resolution supporting and consenting to a 6b renewal for the Subject Property. Should you need any additional documentation or have any questions or concerns, do not hesitate to contact me at (312) 604-3898.

Regards,



Mark Rogers

**Projected Growth & Improvements:**  
70 Rawls Road, Des Plaines, IL 60018  
PIN: 09-19-301-021-0000

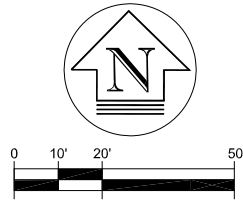
Since receiving the incentive in 2014, the Applicant has reinvested its tax savings into replacing and installing new dock doors, a roof replacement, significant tuck-pointing work and general repair and maintenance. In the past year alone, the Applicant has invested approximately \$60,000 in make-ready improvements for potential tenants. Should the Subject Property receive the 6b renewal, the Applicant plans to spend another \$20,000 in tenant improvements, approximately \$60,000 for parking lot replacement/restriping and \$15,000 on additional tuck-pointing work. Deltamax will transfer its current six (6) employees from Elk Grove, and hire approximately 2-3 additional full time employees and 1-2 additional part-time employees over the course of the renewal period. When hiring new employees, Deltamax will give priority to qualified Des Plaines residents and requests any information relating to such.

After approximately \$155,000 of improvements, the Subject Property is projected to have a market value of approximately \$1,163,200, which would generate an estimated \$422,601 in total taxes over the life of the Class 6b Tax Incentive (or approx. \$31,304 per year). Without the renewal and with full vacancy relief, the property would generate a total of \$328,967 (or approx. \$27,414 per year) over 12 years. Therefore, should the Class 6b renewal be approved, the Subject Property would generate an additional approximately **\$93,634** in real estate taxes over the life of the tax incentive renewal. Please see the attached "12 Year Tax Comparison Chart."



The best source for your PIN is your deed or tax bill, or other documents from the purchase of your home. Matches from this site are not guaranteed.





LOCATION MAP



**UNITED SURVEY SERVICE, LLC**  
 CONSTRUCTION AND LAND SURVEYORS  
 1945 N. CORNELL AVENUE, UNIT D, MELROSE PARK, IL 60160 - 1017  
 TEL.: (847) 299 - 1010 FAX : (847) 299 - 5887  
 E-MAIL: USURVEY@USANDCS.COM

# ALTA / ACSM LAND TITLE SURVEY

OF

LOT 7 (EXCEPT THE EAST 266 FEET THEREOF), AND THE EAST 126 FEET OF LOT 6, IN ANDERSON -MILLER DES PLAINES INDUSTRIAL PARK NORTH, BEING A SUBDIVISION OF THE SOUTH HALF OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART TAKEN FOR OAKTON STREET AS DESCRIBED IN DOCUMENT NO. 10627381, RECORDED APRIL 3, 1930, BOOK OF PLATS 284, PAGES 18 TO 25 INCLUSIVE, IN COOK COUNTY, ILLINOIS.

KNOWN AS: **70 E. RAWLS ROAD, DES PLAINES, ILLINOIS**

PERMANENT INDEX NUMBER: 09 - 19 - 301 - 021 - 0000

AREA = 38,078 SQ. FT. OR 0.874 ACRE

TOTAL PARKING SPACES = 12

NOTES:

- THE SUBJECT PROPERTY HAS ACCESS TO AND FROM A DULY DEDICATED AND ACCEPTED PUBLIC STREET KNOWN AS E. RAWLS ROAD.
- THE SURVEY AND THE INFORMATION, COURSES AND DISTANCES SHOWN THEREON ARE CORRECT.
- THE TITLE LINES AND LIENS OF ACTUAL POSSESSION ARE THE SAME.
- EXCEPT AS SHOWN ON THE SURVEY, THE SUBJECT PROPERTY DOES NOT SERVE ANY ADJOINING PROPERTY FOR DRAINAGE, UTILITIES, OR INGRESS OR EGRESS.
- THE RECORD DESCRIPTION OF THE SUBJECT PROPERTY FORMS A MATHEMATICALLY CLOSED FIGURE.
- ELECTRIC, GAS, TELEPHONE AND WATER UTILITY AND STORM AND SANITARY SEWER SYSTEMS ACCESS THE PROPERTY IN LEGALLY DEDICATED RIGHTS OF WAY THAT BENEFIT THE PROPERTY.
- ITEM # 10 FROM TABLE A**  
THERE ARE NO PARTY WALLS (ALL WALLS ARE INDEPENDENT).
- ITEM # 14 FROM TABLE A**  
DISTANCE TO THE NEAREST INTERSECTING STREET KNOWN AS S. MT. PROSPECT ROAD IS 501.34 FEET.
- ITEM # 16 FROM TABLE A**  
AT THE TIME OF THIS SURVEY, NO VISIBLE RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS WERE NOTED.
- ITEM # 17 FROM TABLE A**  
AT THE TIME OF THIS SURVEY, THERE IS NO EVIDENCE OF CHANGES IN RIGHT OF WAY EITHER COMPLETED OR PROPOSED AND RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
- ITEM # 18 FROM TABLE A**  
AT THE TIME OF THIS SURVEY, NO VISIBLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP OR SANITARY LANDFILL WERE NOTED.
- ITEM # 19 OF TABLE A**  
THERE ARE NO WETLANDS LOCATED ON THE PROPERTY.

FIRST AMERICAN TITLE INSURANCE COMPANY

27775 DEHL ROAD, WARRENVILLE, IL 60555  
 PHONE (877) 295-4328 FAX (866) 892-1147

COMMITMENT NO.: 2283166  
 DATE OF POLICY: PROFORMA

ITEMS CORRESPONDING TO SCHEDULE B - PART I:

- ITEMS 1-2,**  
NOT SURVEY RELATED.
- ITEM 3,**  
EASEMENTS FOR PUBLIC UTILITIES, AS SHOWN ON THE PLAT OF SUBDIVISION, (AFFECTS THE NORTH 10 FEET) (PLOTTED ON THE DRAWING)
- ITEM 4,**  
BUILDING SETBACK LINE(S) AS SHOWN ON THE PLAT OF SUBDIVISION, (AFFECTS THE SOUTH 50 FEET) (PLOTTED ON THE DRAWING)
- ITEMS 5-7,**  
NOT SURVEY RELATED.
- ITEM 8,**  
UNRECORDED UTILITY EASEMENT OVER THE WEST 24 FEET OF THE LAND AS DISCLOSED BY OVERHEAD WIRES AS DEPICTED ON THE SURVEY DATED APRIL 18, 2012 MADE BY UNITED SURVEY SERVICE, LLC.
- ITEM 9,**  
VIOLATION OF THE BUILDING LINE BY THE IMPROVEMENTS ON THE LAND BY 0.25 FEET AS DISCLOSED BY SURVEY DATED APRIL 18, 2012 MADE BY UNITED SURVEY SERVICE, INC. (AFFECTS THE WEST LINE OF THE LAND)
- ITEMS 10-11,**  
NOT SURVEY RELATED.

ZONING DATA REFLECTS ALL ORDINANCES PASSED PRIOR TO JULY 5, 2011 CITY OF DES PLAINES, ILLINOIS

ZONING REQUIREMENTS:

M-2 = SPECIAL MANUFACTURING DISTRICT

- MAXIMUM BUILDING HEIGHT = 50 FT.
- MAXIMUM FRONT YARD = 50 FT.
- MAXIMUM SIDE YARD = 25 FT.
- MAXIMUM REAR YARD = 25 FT.
- MINIMUM LOT SIZE = NONE
- MAXIMUM BUILDING COVERAGE = 70%

PARKING REQUIREMENTS

1 SPACE FOR EVERY 1000 SQ. FT. OF GROSS FLOOR AREA

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

I, **ROY G. LAWNICZAK**, A REGISTERED LAND SURVEYOR, LICENSE NO. 35-2290, IN AND FOR THE STATE OF ILLINOIS AND LEGALLY DOING BUSINESS IN COOK COUNTY, DOES HEREBY CERTIFY TO:

- **RAWLS ROAD PROPERTIES LLC**

- **FIRST AMERICAN TITLE INSURANCE COMPANY**

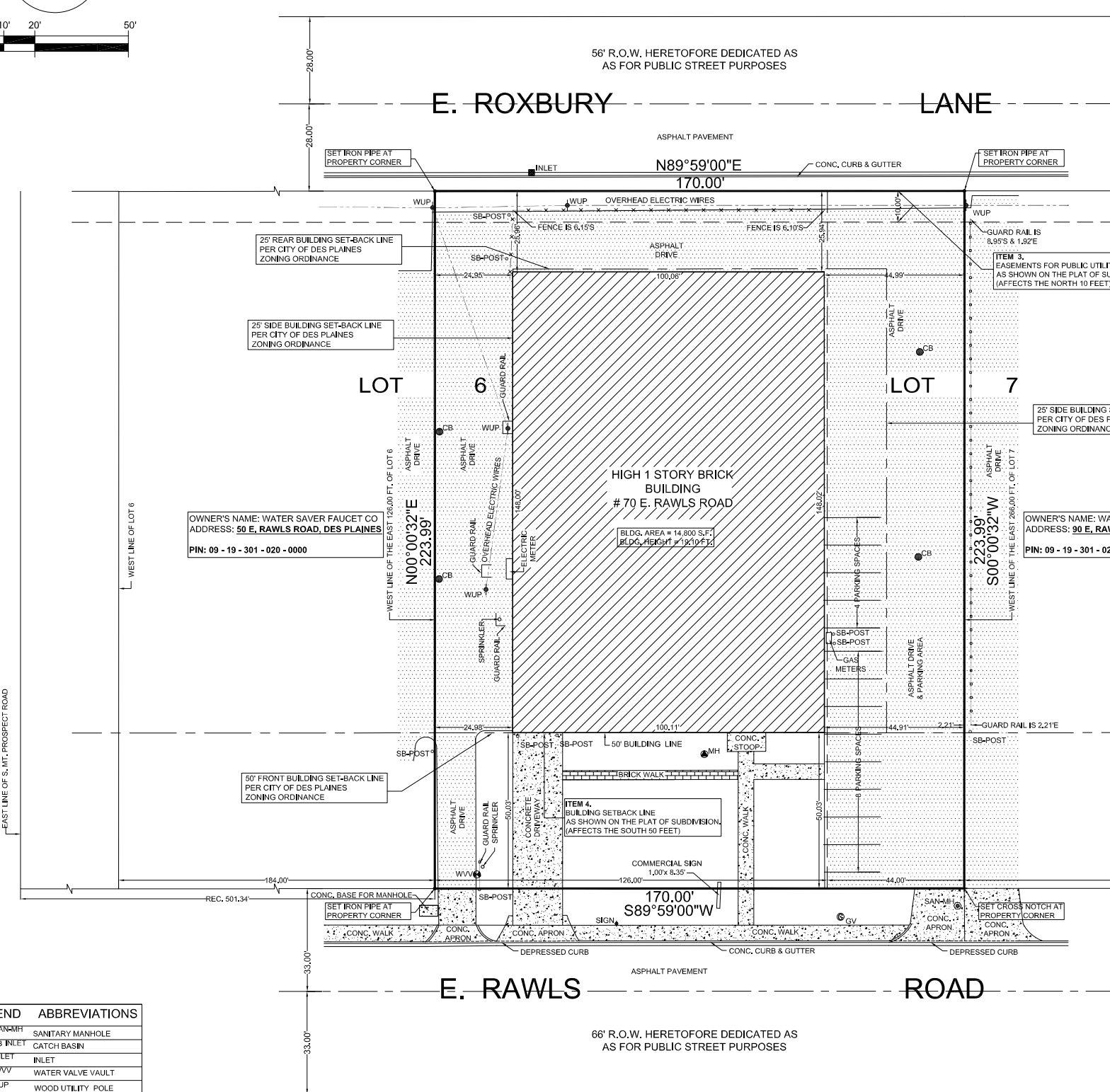
AND TO THEIR SUCCESSORS AND ASSIGNS, THAT:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA / ACSM LAND TITLE SURVEYS JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6, 7(a), 7(b)(1), 7(c), 8, 9, 10, 11(b), 14, 16, 17, 18 AND 19 OF TABLE A THEREOF.

THE FIELD WORK WAS COMPLETED ON APRIL 18, 2012.

DATE OF PLAT: APRIL 18, 2012.

BY:  
**ROY G. LAWNICZAK**, REGISTERED ILLINOIS LAND SURVEYOR NO. 35-2290  
 LICENSE EXPIRES: NOVEMBER 30, 2012  
 PROFESSIONAL DESIGN FIRM LICENSE NO.: 184-004576  
 LICENSE EXPIRES: APRIL 30, 2013



LEGEND	ABBREVIATIONS
	SAN/MH SANITARY MANHOLE
	CB INLET CATCH BASIN
	INLET INLET
	WV WATER VALVE VAULT
	WUP WOOD UTILITY POLE
	MH MANHOLE
	SIGN SIGN
	SB-POST STEEL BOLLARD POST

ORDERED BY: LAW OFFICES OF J. DAVID BALLINGER, P.C.		
SCALE: 1" = 20'		
DATE: APRIL 18, 2012	5/23/12	REVISED TITLE COMMITMENT
FILE NO.:	5/2/12	REVISED TITLE COMMITMENT
2012 - 20180	DATE	REVISION

**FLOOD STATEMENT:**  
 THE PROPERTY DESCRIBED IN THIS SURVEY DOES NOT LIE WITHIN FLOOD HAZARD AREAS IN ACCORDANCE WITH ANY MAPS ENTITLED "FLOOD HAZARD RATE MAP" OR "FLOOD HAZARD FLOODWAY BOUNDARY MAP," "FLOOD HAZARD BOUNDARY MAP" OR "FLOOD BOUNDARY AND FLOODWAY MAP" PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY OR A FLOOD HAZARD BOUNDARY MAP PUBLISHED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, AS SHOWN ON FLOOD INSURANCE MAP:

FLOOD ZONE: "X" - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

PANEL 218 OF 832  
 COMMUNITY NUMBER PANEL: 170081 0218 J  
 MAP NUMBER: 17031C0218J  
 EFFECTIVE DATE: AUGUST 19, 2008



**12 Year Tax Estimates**

70 Rawls Road,  
Des Plaines, Illinois 60018  
(PIN: 09-19-301-021-0000)

**Estimated Taxes Based on:**  
**Estimated Taxes at the Initial 2020 Market Value + \$155,000 in Improvements and a 6b Renewal**  
*Compared to*  
**Estimated Taxes based on the 2020 Cook County Market Value, Full Vacancy Relief and No 6b Renewal**  
*Compared to*  
**Estimated Taxes based on the 2020 Cook County Market Value, Full Occupancy and No 6b Renewal**

Tax Year	2019 Tax Rate	2019 Multiplier	Estimated Effective Tax Rate*
2021	9.229%	2.9160	26.912%
2022	9.229%	2.9160	26.912%
2023	9.229%	2.9160	26.912%
2024	9.229%	2.9160	26.912%
2025	9.229%	2.9160	26.912%
2026	9.229%	2.9160	26.912%
2027	9.229%	2.9160	26.912%
2028	9.229%	2.9160	26.912%
2029	9.229%	2.9160	26.912%
2030	9.229%	2.9160	26.912%
2031	9.229%	2.9160	26.912%
2032	9.229%	2.9160	26.912%

Estimated Taxes at the Initial 2020 Market Value + \$155,000 in Improvements and a 6b Renewal			
Estimated Taxes at the Initial 2020 Market Value + \$140,000 in Improvements	Assessment Level with a Class 6b**	Estimated Assessed Value With a Class 6b Renewal	Estimated Tax With a Class 6b Renewal
\$1,163,200	10%	\$116,320	\$31,304
\$1,163,200	10%	\$116,320	\$31,304
\$1,163,200	10%	\$116,320	\$31,304
\$1,163,200	10%	\$116,320	\$31,304
\$1,163,200	10%	\$116,320	\$31,304
\$1,163,200	10%	\$116,320	\$31,304
\$1,163,200	10%	\$116,320	\$31,304
\$1,163,200	10%	\$116,320	\$31,304
\$1,163,200	10%	\$116,320	\$31,304
\$1,163,200	10%	\$116,320	\$31,304
\$1,163,200	10%	\$116,320	\$31,304
\$1,163,200	15%	\$174,480	\$46,956
\$1,163,200	20%	\$232,640	\$62,608
<b>Total Estimated Taxes (2021 to 2032)</b>			<b>\$422,601</b>

Estimated Taxes based on the Initial 2020 Cook County Market Value, Full Vacancy Relief and No 6b Renewal			
Estimated Taxes based on the 2020 Cook County Market Value, Full Vacancy Relief and No 6b Renewal	Assessment Level With NO Class 6b	Estimated Assessed Value Without a Class 6b Renewal	Estimated Taxes at Full Vacancy Without a Class 6b Renewal
\$407,464	25%	\$101,866	\$27,414
\$407,464	25%	\$101,866	\$27,414
\$407,464	25%	\$101,866	\$27,414
\$407,464	25%	\$101,866	\$27,414
\$407,464	25%	\$101,866	\$27,414
\$407,464	25%	\$101,866	\$27,414
\$407,464	25%	\$101,866	\$27,414
\$407,464	25%	\$101,866	\$27,414
\$407,464	25%	\$101,866	\$27,414
\$407,464	25%	\$101,866	\$27,414
\$407,464	25%	\$101,866	\$27,414
\$407,464	25%	\$101,866	\$27,414
\$407,464	25%	\$101,866	\$27,414
\$407,464	25%	\$101,866	\$27,414
\$407,464	25%	\$101,866	\$27,414
<b>Total Estimated Taxes (2021 to 2032)</b>			<b>\$328,967</b>

Estimated Taxes based on the Initial 2020 Cook County Market Value, Full Occupancy & No 6b Renewal			
Estimated Taxes based on the Initial 2020 Cook County Market Value, Full Occupancy & No 6b Renewal	Assessment Level With NO Class 6b	Estimated Assessed Value Without a Class 6b Renewal	Estimated Taxes at Full Occupancy Without a Class 6b Renewal
\$1,008,200	25%	\$252,050	\$67,831
\$1,008,200	25%	\$252,050	\$67,831
\$1,008,200	25%	\$252,050	\$67,831
\$1,008,200	25%	\$252,050	\$67,831
\$1,008,200	25%	\$252,050	\$67,831
\$1,008,200	25%	\$252,050	\$67,831
\$1,008,200	25%	\$252,050	\$67,831
\$1,008,200	25%	\$252,050	\$67,831
\$1,008,200	25%	\$252,050	\$67,831
\$1,008,200	25%	\$252,050	\$67,831
\$1,008,200	25%	\$252,050	\$67,831
\$1,008,200	25%	\$252,050	\$67,831
\$1,008,200	25%	\$252,050	\$67,831
\$1,008,200	25%	\$252,050	\$67,831
\$1,008,200	25%	\$252,050	\$67,831
<b>Total Estimated Taxes (2021 to 2032)</b>			<b>\$813,973</b>

<b>Property Tax Revenue Generated from the Property's Class 6b Tax Incentive Renewal:</b>	<b>\$93,634</b>
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**Notes:**  
 \* The 2019 Effective Tax Rate was used. It does not take into account any increases or decreases in the Effective Tax Rate between 2020 and 2031.

\*\*The above is based on the assumption that the Class 6b Tax Incentive Renewal for the subject property will be granted in 2021 and activated in 2021

\*\*\*A 20% occupancy factor was applied to the 2020 Building Assessed Value, which was then added to the 20120 Assessor Land Assessed Value to create a revised 2020 sessed Value with Total Vacancy Reduction. The revised 2019 Assessed Value with Total Vacancy Reduction was then multiplied by 4 tocreate the "Estimated Market Value Based on the 2020Cook County Assessed Value at Full Vacancy, No Improvements and no 6b"

**The above estimates are speculative, and should be treated as such.**

### **Employment Opportunities**

70 Rawls Road, Des Plaines, IL 60018

PIN: 09-19-301-021-0000

The Subject Property is approximately 51 years old and currently consists of a 14,780 square foot industrial building located on a 38,117 square foot site. Applicant plans to lease the entire property to Deltamax Freight System Inc. (the “Occupant” or “Deltamax”) for logistics, warehousing, assembly, and fulfillment services. Deltamax Freight System is an international air and ocean freight forwarder, transporting cargo worldwide through its Chicagoland office. To provide for customers’ transportation requirements, Deltamax also includes professional packaging, short and long-term storage, inventory management, fulfillment and consolidation. Deltamax is currently located at 560 Bonnie Lane in Elk Grove Village, but intends to vacate and transfer its six (6) employees to the Subject Property.

Should the Subject Property receive the 6b renewal, the Applicant plans to spend another \$20,000 in tenant improvements, approximately \$60,000 for parking lot replacement/restripping and \$15,000 on additional tuck-pointing work. Deltamax will transfer its current six (6) employees from Elk Grove, and hire approximately 2-3 additional full time employees and 1-2 additional part-time employees over the course of the renewal period. When hiring new employees, Deltamax will give priority to qualified Des Plaines residents and requests any information relating to such.

According to the enclosed New Business Impact Chart, the Occupant’s eventual 7 full time employees and 3 part time employees will contribute a projected **\$36,019** per year. In total, reoccupation and development of the project will generate an additional **\$525,862** in revenue to the City over the life of the incentive. The Applicant’s proposed project is a substantial investment into the City’s economy, and without the assistance of the incentive renewal, the Deltamax will not lease the facility.

**New Employee Business Impact Chart**

<b>Purchase</b>	<b>Emp. (Full)</b>	<b>%</b>	<b>Exp./Week</b>	<b>Weeks</b>	<b>Total</b>
Lunch	7	55%	\$55	50	\$10,588
Grocery	7	30%	\$50	50	\$5,250
Consumer Goods	7	25%	\$35	50	\$3,063
Entertainment	7	15%	\$55	50	\$2,888
Auto-Gas	7	75%	\$30	50	\$7,875
<b>TOTAL (Per Year)</b>					<b>\$29,663</b>

<b>Purchase</b>	<b>Emp. (Part)</b>	<b>%</b>	<b>Exp./Week</b>	<b>Weeks</b>	<b>Total</b>
Lunch	3	55%	\$55	25	\$2,269
Grocery	3	30%	\$50	25	\$1,125
Consumer Goods	3	25%	\$35	25	\$656
Entertainment	3	15%	\$55	25	\$619
Auto-Gas	3	75%	\$30	25	\$1,688
<b>TOTAL (Per Year)</b>					<b>\$6,356</b>

<b>TOTAL (Per Year)</b>	<b>\$36,019</b>
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**Industrial Use**

70 Rawls Road, Des Plaines, IL 60018

PIN: 09-19-301-021-0000

The Subject Property is approximately 51 years old and currently consists of a 14,780 square foot industrial building located on a 38,117 square foot site. Applicant plans to lease the entire property to Deltamax Freight System Inc. (the “Occupant” or “Deltamax”) for logistics, warehousing, assembly, and fulfillment services. Deltamax Freight System is an international air and ocean freight forwarder, transporting cargo worldwide through its Chicagoland office. To provide for customers’ transportation requirements, Deltamax also includes professional packaging, short and long-term storage, inventory management, fulfillment and consolidation. Deltamax is currently located at 560 Bonnie Lane in Elk Grove Village, but intends to vacate and transfer its six (6) employees to the Subject Property.

Deltamax Freight System was established in Taipei, Taiwan in 1980 as a part of a worldwide group of companies. The company is a registered NVOCC under the Federal Marine Commission and certified by the Transportation and Security Administration (TSA). Freight and logistics make up the majority of Deltamax’s business, but the company also provides warehousing and distribution services. Specifically, Deltamax acquires complex machinery such as MRI and CT scan machines and repackages their components for delivery to its customers. Some other capabilities include bonded warehouse storage, cargo stripping, cross-docking, airport handling, courier services, direct airfreight, freight forwarding, shipment sorting and shrink wrapping, to name a few (see enclosed company brochure).

Since its inception, the Deltamax Freight System Group has successfully evolved to other modes of transportation and logistics solutions, using China and the United States as its major business hubs. Its Chicago branch was established in 1993 and has grown steadily, further expanding its quality client base and geographic market coverage. Deltamax’s prudent business and financial decisions, as well as its experience and knowledge in the freight, logistics and third party fulfillment markets, have helped maintain and foster customer loyalty, with a 95% client retention rate. For more information on Deltamax, please visit its website at <http://www.deltamaxchicago.com/>



# DELTAMAX FREIGHT SYSTEM (CHICAGO) – SERVICE OFFERING



We move big and small freight

Inbound and outbound within USA, Asia, Europe and India  
Our experience and networks with Carriers and Truckers offers flexibility and customer oriented Moving and Delivery arrangements.

**Identification of Persons Having an Interest in the Property**

70 Rawls Road, Des Plaines, IL 60018

PIN: 09-19-301-021-0000

**Applicant: Rawls Road Properties LLC**

Steven Kersten – 100%

701 W. Erie

Chicago, Illinois 60654

**Occupant: Deltamax Freight System Inc.**

Applicant plans to lease the entire property to Deltamax Freight System Inc. (the “Occupant” or “Deltamax”) for logistics, warehousing, assembly, and fulfillment services. Deltamax Freight System is an international air and ocean freight forwarder, transporting cargo worldwide through its Chicagoland office. To provide for customers’ transportation requirements, Deltamax also includes professional packaging, short and long-term storage, inventory management, fulfillment and consolidation. Deltamax is currently located at 560 Bonnie Lane in Elk Grove Village, but intends to vacate and transfer its six (6) employees to the Subject Property.





**CLASS 6B/7/8**  
**RENEWAL APPLICATION**

Control Number

A certified copy of the resolution or ordinance obtained from the municipality in which the real estate is located, or from the Cook County Board of Commissioners if located in an unincorporated area, must accompany this Renewal Application. This application, resolution and a filing fee of \$500.00 must be filed. For assistance in preparing this Renewal Application, please contact the Cook County Assessor's Office Development Incentives Department at (312) 603-7529.

**I. Identification of Applicant**

Name: Rawls Road Properties LLC Telephone: ( 630 ) 651-6262  
Address: 701 W. Erie  
City, State: Chicago, Illinois Zip Code: 60654  
Email Address: franks@lriproperties.com

**Agent/Representative (if any)**

Name: Frank Sciackitano Telephone: ( 630 ) 651-6262  
Address: 701 W. Erie  
City, State: Chicago, Illinois Zip Code: 60654  
Email Address: franks@lriproperties.com

**II. Description of Subject Property**

Street address: 70 Rawls Road  
City, State: Des Plaines, Illinois Zip Code: 60018  
Permanent Real Estate Index Number (s): 09-19-301-021-0000  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Township: Maine

**III. Identification of Persons or Entities Having an Interest**

Attach a current and complete list of all owners, developers, occupants and other interested parties (including all beneficial owners of a land trust) identified by names and addresses, and the nature and extent of their interest.

Attach legal description, site dimensions and square footage, and building dimensions and square footage.

**IV. Property Use**

Attach a current and detailed description of the precise nature and extent of the use of the subject property, specifying in the case of multiple uses the relative percentages of each use.

If there have been any changes from the original application, include current copies of materials which explain each occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

**V. Nature of Development**

Indicate the nature of the original development receiving the Class 6B/7/8 designation

New Construction

Substantial Rehabilitation

Occupation of Abandoned Property - No Special Circumstance

Occupation of Abandoned Property - With Special Circumstance

**VI. Employment**

How many permanent full-time and part-time employees do you now employ?

**On-Site:** Full-time: 0 Part-time: 0

**In Cook County:** Full-time: 0 Part-time: 0

**VII. Local Approval**

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) must accompany this renewal. The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B/7/8 Renewal and has determined that the industrial use of the property is necessary and beneficial to the local economy.

I, Frank Sciackitano the undersigned, certify that I have read this Renewal Application and that the statements set forth in this Renewal Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.

  
\_\_\_\_\_  
Signature

6/2/21  
\_\_\_\_\_  
Date

Frank Sciackitano  
\_\_\_\_\_  
Print Name

Agent  
\_\_\_\_\_  
Title

02/10/2020



Community & Economic Development  
1420 Miner Street, Des Plaines, IL 60016  
P: 847.391.5380 | W: [desplaines.org](http://desplaines.org)

PROCEDURES AND APPLICATION  
FOR CITY OF DES PLAINES CONSIDERATION  
OF COOK COUNTY REAL ESTATE CLASSIFICATION 6B, 7A AND 7B

CITY OF DES PLAINES APPLICATION FOR  
COOK COUNTY REAL ESTATE CLASSIFICATION 6B, 7A, AND 7B

This original, signed application and all supporting documents must be completed to be considered for City approval. Please attach the application fee to the original submittal. Please type or print.

**APPLICANT INFORMATION:**

NAME OF APPLICANT: Rawls Road Properties LLC

APPLICABLE ENTITY:

Corporation       LLC       Partnership       Non-Profit

DATE OF INCORPORATION: December 2, 2009

STATE OF INCORPORATION: Illinois

PHONE: (630) 651-6262      E-MAIL: franks@lriproperties.com

ADDRESS: 701 W. Erie  
Chicago, Illinois 60654

NAME OF AGENT/REPRESENTATIVE (if applicable):

NAME: Frank Schiackitano

PHONE: (630) 651-6262      E-MAIL: franks@lriproperties.com

ADDRESS: 701 W. Erie  
Chicago, Illinois 60654

REQUESTED PROPERTY TAX INCENTIVE: 6B  7A  7B

DESCRIPTION OF SUBJECT PROPERTY:

Lot 7 (except the East 266 feet thereof), and the East 126 feet of Lot 6, in Anderson-Miller Des Plaines Industrial Park North, being a subdivision of the South half of the  
Southwest fractional quarter of Section 19, Township 41 North, Ranger 12 East of the Third Principal Meridian, except that part taken for  
for Oakton Street as described in document no. 10627381, recorded April 3, 1930, book of plats 284, pages 18 to 25 inclusive, in Cook County, Illinois.

STREET ADDRESS: 70 East Rawls Road  
Des Plaines, Illinois 60018

PERMANENT REAL ESTATE INDEX NUMBER(S): 09-19-301-021-0000

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ATTACH THE FOLLOWING:

- EXHIBIT A: COVER LETTER
- EXHIBIT B: LEGAL DESCRIPTION
- EXHIBIT C: SITE DIMENSION & SQUARE FOOTAGE/PLAT OF SURVEY
- EXHIBIT D: BUILDING DIMENSIONS/SITE PLAN
- EXHIBIT E: CITY OF DES PLAINES ECONOMIC DISCLOSURE FORM
- EXHIBIT F: COMPLETE LIST OF ALL OWNERS, DEVELOPERS, OCCUPANTS, AND OTHER INTERESTED PARTIES (INCLUDING ALL BENEFICIAL OWNER OF A CORPORATION AND/OR LAND TRUST) IDENTIFIED BY NAMES AND ADDRESSES HAVING AN INTEREST IN THE SUBJECT PROPERTY AND THE PROPOSED USER AND THE NATURE AND EXTENT OF THIS INTEREST
- EXHIBIT G: DESCRIPTION OF PRECISE NATURE AND EXTENT OF THE INDUSTRIAL USE OF THE SUBJECT PROPERTY. SPECIFY, WHERE APPLICABLE, THE AMOUNT/PERCENTAGE OF FLOOR AREA DEVOTED TO MANUFACTURING, WAREHOUSE/DISTRIBUTION, OTHER INDUSTRIAL, AND NON-INDUSTRIAL USES
- EXHIBIT H: ANALYSIS OF TAXES GENERATED BY THE NEW DEVELOPMENT WITH AND WITHOUT THE ABATEMENT INCENTIVE (12 YEAR PROJECTION)

CURRENT ZONING OF PROPERTY: M-2

IF ZONING AMENDMENTS, VARIATIONS, OR OTHER ZONING RELIEF WILL BE REQUIRED, SPECIFY PROPOSED CHANGES:

None

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ESTIMATED AMOUNT OF NEW EQUALIZED ASSESSED VALUATION (EAV) GENERATED BY THE NEW DEVELOPMENT: \$334,815

ESTIMATED NUMBER OF FULL-TIME AND PART-TIME JOBS ON PREMISES AS RESULT OF THE NEW DEVELOPMENT:

FULL-TIME 7-8 PART-TIME 2-5

SIGNATURE: \_\_\_\_\_



DATE: \_\_\_\_\_

8/2/21

**CITY OF DES PLAINES  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT**

Company Name Rawls Road Properties LLC

Project Name 70 Rawls Road

Project Address 70 Rawls Road

The City of Des Plaines (the "City") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any City agency, department or City Council action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "NA" **An incomplete EDS will be returned and any City action will stop pending receipt of a completed EDS.**

Please **print or type** all responses clearly and legibly. **Add additional pages if needed, being careful to identify the portion of the EDS to which each additional page refers.**

**WHO MUST SUBMIT AN EDS:**

1. **Applicants:** Any individual or entity (the "**Applicant**") making an application to the City for action on economic entitlements requiring City Council approval must file this EDS.

2. **Entities holding an interest in the Applicant:** Generally, whenever an ownership interest in the Applicant (for example, shares of stock of the Applicant or a limited partnership interest in the Applicant) is held or owned by another legal entity (for example, a corporation or partnership, rather than an individual) each such legal entity must also file an EDS on its own behalf, and any parent of that legal entity **must do so until individual owners are disclosed.**

**However,** if an entity filing an EDS is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, only those shareholders that own 10% or more of that filing entity's stock must file an EDS on their own behalf.

**ACKNOWLEDGMENT OF POSSIBLE CREDIT AND OTHER CHECKS:** By completing and filing this EDS, the Undersigned acknowledges and agrees, on behalf of itself and the entities or individuals named in this EDS, that the City may investigate the criminal background and creditworthiness of some or all of the entities or individuals named in this EDS.

**CERTIFYING THIS EDS:** Execute the certification on the date of the initial submission of this EDS. **You may be asked to re-certify this EDS on the last page as of the date of submission of any subsequent documentation, or as of the date of the closing of your transaction.**

**GENERAL INFORMATION**

Date this EDS is completed: \_\_\_\_\_

A. **Who is submitting this EDS?** The individual will be the “Undersigned” throughout this EDS. Frank Sciackitano on behalf of the Rawls Road Properties LLC

**NOTE:** The Undersigned is the individual or entity submitting this EDS, whether the Undersigned is an Applicant *or is an individual on behalf of an entity* holding an interest in the Applicant. This EDS requires certain disclosures and certifications from Applicants that are not required from entities holding an interest in the Applicant.

**NOTE:** When completing this EDS, please observe whether the section you are completing applies only to Applicants.

- Check here if the Undersigned is filing this EDS as the Applicant.
- Check here if the Undersigned is filing *on behalf of an entity* holding an interest in an Applicant.

Also, please identify the legal name of the Entity holding an interest in the Applicant:

Steven Kersten

B. Business address of the Undersigned: 701 W. Erie  
Chicago, Illinois 60654

C. Telephone: (630) 626-4128 Fax: N/A Email: mhouser@bridgedev.com

D. Name of contact person: Frank Sciackitano

E. Tax identification number: 45-3861231

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location if applicable):

6b Renewal at 70 Rawls Road  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

G. City action requested (specify; professional services, purchase of supplies, project bid, contract for services, other):

6b Renewal Resolution

H. Describe contract:

Tenant lease contingent on 6b renewal

**SECTION ONE: DISCLOSURE OF OWNERSHIP INTERESTS**

**A. NATURE OF ENTITY**

1. Indicate whether the Undersigned is an individual or legal entity:

- Individual  Limited Liability Company
- Business corporation  Joint venture
- Sole proprietorship  Not-for-profit corporation
- Trust (Is the not-for-profit corporation also a 501(c)(3))?
- Yes  No
- General partnership  Other entity (please specify)
- Limited partnership \_\_\_\_\_

2. State of incorporation and date of incorporation of organization, if applicable:

Illinois - December 2, 2009

3. For legal entities not organized in the State of Illinois: Is the organization authorized to do business in the State of Illinois as a foreign entity?

Yes  No  N/A **Submit Proof by attachment.**

**B. ORGANIZATION INFORMATION – attach additional pages, if necessary.**

1. IF THE UNDERSIGNED IS A CORPORATION:

a. List below the names and titles of all executive officers and all directors of the corporation. For not-for-profit corporations, also list below any executive director of the corporation, and indicate all members, if any, who are legal entities. If there are no such members, write "no members."

Name

Title

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

b. If the Undersigned is a corporation whose shares **are** registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 10% of the corporation's outstanding shares.

Name	Business	Address	Percentage Interest
N/A			

c. For corporations that **are not** registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, list below the name, business address and percentage of ownership interest of each shareholder.

Name	Business	Address	Percentage Interest

**2. IF THE UNDERSIGNED IS A PARTNERSHIP OR JOINT VENTURE:**

For general or limited partnerships or joint ventures: list below the name, business address and percentage of ownership interest of each partner. For limited partnerships, indicate whether each partner is a general partner or a limited partner.

Name	Business	Address	Percentage Interest
N/A			

**3. IF THE UNDERSIGNED IS A LIMITED LIABILITY COMPANY:**

a. List below the name, business address and percentage of ownership interest of each (i) member and (ii) manager. If there are no managers, write "no managers," and indicate how the company is managed.

Name	Business	Address	Percentage Interest
Steven Kersten		701 W. Erie, Chicago, Illinois 60654	100%

b. List below the names and titles of all officers, if any. If there are no officers, write "no officers."

Name	Title
No Officers	

4. IF THE UNDERSIGNED IS A LAND TRUST, BUSINESS TRUST, TRUST, ESTATE OR OTHER SIMILAR ENTITY:

a. List below the name and business address of each individual or legal entity holding legal title to the property that is the subject of the trust.

Name	Business	Address
N/A		

Trustee Name and Address	Trust Number

b. List below the name, business address and percentage of beneficial interest of each beneficiary of the Trust.

Name	Business	Address	Percentage Interest
N/A			

5. IF THE UNDERSIGNED IS ANY OTHER LEGAL ENTITY, first describe the entity, then provide the name, business address, and the percentage of interest of all individuals or legal entities having an ownership or other beneficial interest in the entity. Describe the entity:

N/A

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Name	Business	Address	Percentage Interest
N/A			

**SECTION TWO: BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS**

**A. DEFINITIONS AND DISCLOSURE REQUIREMENT**

1. The Undersigned must indicate whether it had a "doing business" relationship or had a "financial interest" with a City elected official in the 12 months before the date this EDS is signed.

2. Pursuant to the City Code of Ethics, Section 1-9-1 et seq. and specifically Section 1-9-3 and Section 1-9-5 of the Municipal Code of Des Plaines (the "Municipal Code"), "doing business" and "financial interest" are defined as follows:

**DOING BUSINESS:**

Any combination of sales, contracts, or purchases, with the City or any City Agency in an amount in excess of ten thousand dollars (\$10,000.00) in any twelve (12) consecutive months.

**FINANCIAL INTEREST:**

A. Any interest as a result of which the owner currently receives or is entitled to receive in the future more than two thousand five hundred dollars (\$2,500.00) per year; or

B. Any interest with a cost or present value of five thousand dollars (\$5,000.00) or more; or

C. Any interest representing more than ten percent (10%) of a corporation, partnership, sole proprietorship, firm, enterprise, franchise, organization, holding company, joint stock company, receivership, trust or any legal entity organized for profit; provided, however, financial interest shall not include:

1. Any publicly held stock traded on a recognized exchange;
2. The authorized compensation paid to an official or employee for his office or employment;
3. Any economic benefit provided equally to all residents of the city;
4. A time or demand deposit in a financial institution;

5. An endowment or insurance policy or annuity contract purchased from an insurance company.

**B. CERTIFICATION**

1. Has the Undersigned had a "doing business" relationship or "financial interest" with any City elected official in the 12 months before the date this EDS is signed?

Yes [ X ] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s). Attach additional sheet if necessary:

N/A

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**SECTION THREE: DISCLOSURE OF RETAINED PARTIES**

**A. DEFINITIONS AND DISCLOSURE REQUIREMENTS**

1. The Undersigned, must disclose certain information about attorneys, lobbyists, accountants, consultants, subcontractors, and any other person whom the Undersigned has retained or expects to retain in connection with the Matter. In particular, the Undersigned must disclose the name of each such person, his/her business address, the nature of the relationship, and the total amount of the fees paid or estimated to be paid. For this section 3, the Undersigned is not required to disclose employees who are paid solely through the Applicant's regular payroll.

"Lobbyist" means any person (i) who undertakes to influence any legislative or administrative action, or (ii) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action. **For the purposes of this section only, a person may be a Lobbyist, within the meaning of the above definition, even if he or she is not registered with the State of Illinois as a Lobbyist.**

2. If the Undersigned is uncertain whether a disclosure is required under this Section 3, the Undersigned must attach to this EDS a letter specifying the question on disclosure or make the disclosure.

**B. DISCLOSURE – attach additional pages, if necessary.**

1. Each and every attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained directly by the Undersigned with respect to or in connection with the Matter is listed below [begin list here, add sheets as necessary]:

Name	Business Address	Relationship to Undersigned (attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)
Liston & Tsantilis	- 33 North LaSalle Street, Suite 2800, Chicago, IL	- Attorney	- Hourly - Approximately \$5,000

2. Indicate for each whether retained or anticipated to be retained.

Name	Status
Liston & Tsantilis	Retained

CHECK HERE IF NO SUCH INDIVIDUALS HAVE BEEN RETAINED BY THE UNDERSIGNED OR ARE ANTICIPATED TO BE RETAINED BY THE UNDERSIGNED.

3. Has any owner, officer, manager, or employee of Applicant ever plead guilty, been found guilty, received supervision, plead nolo contendere (no contest) to any felony within the last five (5) years? Check one: No . Yes \_\_\_\_\_. If yes, complete section below or attach additional sheet(s) identifying person, charge, date of finding, Court name and branch and case docket number.

N/A

Name	Relationship with company	Date of plea or court action
N/A		

N/A

Court in which plea made	County, and State or District
N/A	

Nature of offense:

N/A

4. State whether any person or company identified in response to section 3 B. 1 above has ever plead guilty, been found guilty, received supervision, plead nolo contendere (no contest) to any felony within the last five (5) years. Check one: No . Yes \_\_\_\_\_. If yes complete section below or attach additional sheet(s) identifying person, charge, dated of finding, Court name and branch and case docket number.

N/A

Name	Relationship with company	Date of plea or court action
N/A		

N/A

Court in which plea made

County, State, or District

Nature of offense:

N/A

## SECTION FOUR: CERTIFICATIONS

### A. CERTIFICATION OF COMPLIANCE

For purposes of the certifications in 1, 2, and 3 below, the term “affiliate” means any individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

1. The Undersigned is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, **or the Internal Revenue Service** nor is the Undersigned or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes. If there are any such delinquencies, note them below:

N/A

If the letters “NA,” meaning “not applicable” or the word “None,” or no response appears on the lines above, it will be conclusively presumed that the Undersigned is not delinquent and has certified to the above statements.

2. The Undersigned and its affiliates have not, in the past five years, been found in violation of any City, state or federal environmental law or regulation. If there have been any such violations, note them below:

N/A

If the letters “NA,” the word “None,” or no response appears on the lines above, it will be conclusively presumed that the Undersigned had no violations and certified to the above statements.

3. If the Undersigned is the Applicant, the Undersigned and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

4. The Undersigned will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Section Four, 1, (1-3) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Undersigned has reason to believe has not provided or cannot provide truthful certifications.

If the Undersigned is unable to make the certifications required in Section Four, paragraph A (3) and (4) above, provide an explanation:

N/A

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

## **B. FURTHER CERTIFICATIONS**

1. The Undersigned and, if the Undersigned is a legal entity, its principals (officers, directors, partners, members, managers, executive director):

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. Have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause (1)(b) of this section;
- d. Have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. Have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, in any

criminal or civil action instituted by the City or by the federal government, any state, or any other unit of local government.

- f. Have not, within a five-year period preceding the date of this EDS, filed for, or acquiesced in the filing of, (i) any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law, or (ii) any dissolution, liquidation or foreclosure.

2. The certifications concern:

- the Undersigned;
- any party participating in the performance of the Matter ("an **Applicable Party**");
- any "**Affiliated Entity**" (meaning an individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means an individual or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another individual or entity;
- any responsible official of the Undersigned, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Undersigned, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Undersigned, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Undersigned, nor any Applicable Party, nor any Affiliated Entity of either the Undersigned or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

- A. Bribe or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- B. Agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint



of freedom of competition by agreement to bid a fixed price or otherwise;  
or

- C. Made an admission of such conduct described in (1) or (2) above that is a matter of record, but have not been prosecuted for such conduct; or

3. The Undersigned understands and shall comply with State Statutes and the City Code of Ethics, Section 1-9-1 et seq. of the Des Plaines Municipal Code.

4. Neither the Undersigned, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. If the Undersigned is unable to certify to any of the above statements in this Part III, the Undersigned must explain below:

N/A

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

### C. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Section 1-9-1 et seq. of the Municipal Code have the same meanings when used in this Part III.

- 1. In accordance with Section 1-9-3 of the Municipal Code:  
Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person in the Matter?

Yes  No

**NOTE: If you answered "No" to Item C(1), you are not required to answer Items C(2) or (3) below. Instead, review the certification in Item C(4) and then proceed to Section Five. If you answered "Yes" to Item C(1), you must first respond to Item C(2) and provide the information requested in Item C(3). After responding to those items, review the certification in Item C(4) and proceed to Section Five.**

- 2. Unless sold pursuant to a process of competitive bidding, no City elected official or employee shall have a financial interest in his or her own name or in the name

of any other person in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part V.

Does the Matter involve a City Property Sale?

Yes  No

3. If you answered "yes" to Item C(1), provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest
N/A		

4. The Undersigned further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

#### SECTION FIVE: DISCLOSURE OF A FAMILIAL RELATIONSHIP

A. The Undersigned must disclose whether such Applicant or any Applicable Party (as defined below) or any spouse or domestic partner thereof currently has a "familial relationship" with any elected City official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Undersigned or any Applicable Party or any spouse or domestic partner thereof is related to the mayor, any councilman, or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means any (1) officer, member, manager, partner or executive director, of a legal entity or any person exercising similar authority, or (2) any person having more than a 7.5 percent ownership interest in the Applicant as listed in Section I.B,

B. Does the Undersigned or any "Applicable Party" or any spouse or domestic partner thereof currently have a "familial relationship" with an elected City official or department head?

Yes

No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

N/A

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**SECTION SIX: CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE**

**The Undersigned understands and agrees that:**

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Undersigned understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based including, but not limited to, compliance with the City Code of Ethics.

B. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Undersigned's participation in the Matter and/or declining to allow the Undersigned to participate in other transactions with the City.

C. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. **By completing and signing this EDS, the Undersigned waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS, and conduct any background investigation which may be necessary as a result of this EDS.**

D. The Undersigned has not withheld or reserved any disclosures as to economic interests in the Undersigned, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks economic entitlements requiring City Council approval.

E. The information provided in this EDS must be kept current. In the event of changes, the Undersigned must supplement this EDS up to the time the City takes action on the Matter and recertify the supplemental matters.

**CERTIFICATION**

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Applicant, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

Rawls Road Properties LLC  
(Print name of individual or legal entity submitting this EDS)

Date: 6/2/21

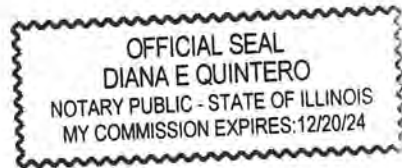
By: [Signature]  
(Sign here)

Frank Sciackitano  
Print name of signer

Agent  
Title of signer

SUBSCRIBED and SWORN to before me this 2nd, day of June, 2021.

Diana E. Quintero  
NOTARY PUBLIC



(SEAL)

**EDS AFFIDAVIT**

I, Frank Sciackitano as agent for Rawls Road Properties LLC (the "Applicant") does hereby certify that it would attest to the following facts as required by Sections 74-46 and 74-62 through 74-73 of the Cook County Code if called to testify:

1. That I am a duly authorized agent for Applicant, who is the contract purchaser of the property located at located at 70 Rawls Road, Des Plaines IL 60018 (PINs: 09-19-301-021-0000) (the "Subject Property").

2. The Applicant also owns the following properties in Cook County:

50-60 Rawls Road  
Des Plaines, Illinois

70 Rawls Road  
Des Plaines, Illinois

100 Rawls Road  
Des Plaines, Illinois

111-115 Rawls Road  
Des Plaines, Illinois

119 Rawls Road  
Des Plaines, Illinois

3. The Applicant's ownership is as follows:

Steven Kersten – 100%  
701 W. Erie  
Chicago, Illinois 60654

To my knowledge and after reviewing the Applicant's records, Applicant is not delinquent in the payment of any property taxes administered by Cook County or by a local municipality.

Further Affiant Sayeth Not



Date: 5/7/21

Subscribed and sworn before me  
This 07 day of une, 2021

  
Signature of Notary Public



*Sent Via Email*

**May 18, 2021 – Final / Agreed**

Mr. John D’Orazio  
SVP  
Colliers International  
6250 N. River Road  
Suite 11-100  
Rosemont, IL 60018

**Re: Deltamax - 70 Rawls Road, Des Plaines, Illinois**

John:

On behalf of TMG’s client, Deltamax Freight Systems, we are pleased to present the following proposal to lease space at the above referenced building.

Summary of Terms

- |  |   |
|--|---|
| <b>1. Tenant:</b>                        | Deltamax Freight Systems  |
| <b>2. Ownership:</b>                     | Lakeview Realty Investors   |
| <b>3. Location:</b>                      | 70 Rawls Road, Des Plaines, Illinois  |
| <b>4. Size:</b>                          | Approximately 14,780 SF   |
| <b>5. Office:</b>                        | +/- 1,500 SF  |
| <b>6. Occupancy Date:</b>                | October 1, 2021   |
| <b>7. Initial Term:</b>                  | Eighty Seven (87) Months  |
| <b>8. Gross Rental Rate:</b>             | \$8.60 PSF escalating at 2.5% annually  |
| <b>9. Rent Abatement:</b>                | 3 Months Agreed   |
| <b>10. Taxes and Operating Expenses:</b> | Included in gross rental rate. A 2021 base year shall apply. Note: Property currently has the benefit of a Class 6B tax abatement program. The Initial ten-year |



period of the 6B expires at the end of 2024. Landlord will apply for a 6B renewal. If the 6B is not renewed, the tenant will be able to cancel the lease prior to its start date.

**To be further defined in lease.**

- 11. Tenant Improvements:** None: Tenant will take space “As-Is”
- 12. Landscaping and Snow Removal** Included in gross rental rate. A 2021 Base Year on CAM will apply and will be further defined in the lease.
- 13. Beneficial Occupancy:** Tenant shall have unrestricted access two weeks prior to the commencement date for the purpose of installing furniture, and other make ready improvements.
- 14. Loading:** Tenant shall have exclusive access to the loading dock and grade level door.
- 15. Renewal Option:** Tenant shall have one (1) five (5) year option to renew at market rate.
- 16. Sublease & Assignment:** Tenant shall have the right to assign or sublease the Premises with the Landlord’s consent, which shall not be unreasonable withheld or delayed.
- 17. Access:** Tenant and all employees shall have 24-hour, 7 days a week access to the property.
- 18. Delivery of Premises:** The premises shall be delivered in “broom-swept” condition. Provide all mechanicals, including HVAC, electrical systems, and doors in good working order. The space will be clean and ready for occupancy. Please confirm that the loud transformers can be shut down.  
**Landlord will investigate transformers**
- 19. Parking:** All parking on East side of building

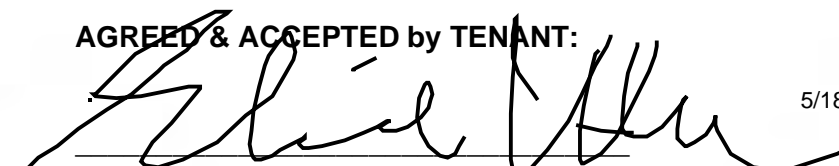
- 20. Utilities:** Separately metered.
- 21. Representation:** The parties acknowledge that Deltamax Freight Systems is represented by TMG in this transaction. TMG shall be paid a full market commission by Landlord, at Landlord's sole expense upon the execution and delivery of the leases. Per a separate agreement.
- 22. Response:** A response is requested on or before May 18, 2021.
- 23. Understanding:** No warranty or representation, expressed or implied, is made as to the accuracy of the information contained herein. The same is submitted subject to errors; omissions; change of price, rental or other terms; any special conditions imposed by our principals; and withdrawal without notice. We are acting solely in the capacity of soliciting, providing and receiving information and proposals and negotiating the same on behalf of our principals. However, under no circumstances, whatsoever, do we have any authority to bind our principals to any item or terms contained herein. No parties shall be bound to any terms, conditions or agreements, whatsoever, contained herein until a formal legally binding lease agreement is executed by the appropriate parties.

Sincerely,

Taurus Modal Group


Ryan J. Phillips  
Vice President

**AGREED & ACCEPTED by TENANT:**

 5/18/2021  
\_\_\_\_\_  
Signature / Date

Director of Operations

\_\_\_\_\_  
Title

  
Agreed to 5/24/21

CITY OF DES PLAINES

RESOLUTION R - 134 - 21

**A RESOLUTION SUPPORTING AND CONSENTING TO RENEWAL OF CLASS 6b CLASSIFICATION FOR THE PROPERTY LOCATED AT 70 RAWLS ROAD.**

**WHEREAS**, Rawls Road Properties, LLC ("*Applicant*") is the owner of that certain property commonly known as 70 Rawls Road in the City and legally described in **Exhibit A** attached to, and by this reference made a part of, this Resolution ("*Subject Property*"); and

**WHEREAS**, the Subject Property consists of approximately 38,117 square feet and contains one 51-year old building with a combined gross area of 14,780 square feet (collectively, "*Facility*"); and

**WHEREAS**, in 2014, the City Council adopted a Resolution supporting and consenting to Class 6b classification of the Subject Property under the Cook County Real Property Assessment Classification Ordinance ("*Classification Ordinance*"), and the Subject Property was classified as Class 6b under Cook County Control Number 61924 ("*6b Classification*")

**WHEREAS**, 2024 would be last year in which the Subject Property is entitled to a 10 percent property tax assessment level pursuant to the 6b Classification; and

**WHEREAS**, the previous tenant of the Subject Property, Dynamic Rubber, Inc., vacated in October 2019, leaving the Subject Property 100 percent vacant; and

**WHEREAS**, the Applicant plans lease the Facility to Deltamax Freight System, Inc. ("*Tenant*"), that proposes to utilize the property for logistics, warehousing, assembly, and fulfillment services ("*Proposed Use*"); and

**WHEREAS**, the Applicant filed a notice of intent to request a ten-year renewal of the 6b Classification of the Subject Property ("*6b Renewal*") with the Office of the Assessor of Cook County ("*Assessor*"); and

**WHEREAS**, pursuant to the Classification Ordinance, the Assessor will not grant the 6b Renewal unless the City Council adopts a resolution: (i) finding that industrial use of the Subject Property is necessary and beneficial to the local economy; and (ii) expressing the City Council's support for and consent to the 6b Renewal; and

**WHEREAS**, the Applicant has requested that the City Council adopt a such a resolution; and

**WHEREAS**, the Applicant has indicated its intention to conduct additional improvements to the Facility over the life of the renewal on the Subject Property in an anticipated value of \$155,000 ("*Proposed Improvements*"); and

**WHEREAS**, the City Council has determined that supporting and consenting to the 6b Renewal will: (i) induce the Applicant to construct the Proposed Improvements; (ii) reduce the likelihood that the Subject Property will become abandoned and unproductive; (iii) preserve and increase employment opportunities within the City; (iv) help to stabilize the property tax base and maintain the current level of real estate taxes generated by the Subject Property; and (v) serve the best interest of the City;

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

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

**SECTION 2: DETERMINATION OF CONTINUED ELIGIBILITY AND APPROPRIATENESS.** The City Council hereby finds and determines that the continued industrial use of the Subject Property is necessary and beneficial to the local economy.

**SECTION 3: SUPPORT AND CONSENT TO 6B RENEWAL.** Pursuant to the Classification Ordinance, the City Council hereby supports and consents to the 6b Renewal for the Subject Property, subject to the conditions set forth in Section 4 of this Ordinance; provided, however, that the City Council does not consent to renewal of the Class 6b Classification of the Subject Property for a period longer than twelve years after the effective date of the 6b Renewal.

**SECTION 4: CONDITIONS OF CITY'S CONSENT; REVOCATION.** The consent granted in Section 3 of this Resolution is expressly conditioned upon the occurrence and/or satisfaction by the Applicant of the following conditions:

A. The Applicant will complete construction of the Proposed Improvements with a value of \$155,000 no later than December 31, 2022;

B. The Tenant takes occupancy of the Subject Property and commences the Proposed Use on the Subject Property no later than December 21, 2022; and

C. The Applicant has provided evidence that the Tenant is employing at least eight (8) full-time workers at the Subject Property no later than December 31, 2022, with priority for new hiring given to qualified Des Plaines residents;

The Applicant agrees and acknowledges that if any of the conditions set forth in this Section 4 have not been satisfied by August 2, 2023, the City Council shall have the option, in its sole and exclusive discretion, to revoke the consent granted in Section 3 by resolution duly adopted in accordance with the procedures set forth in Section 74-73 of the Cook County Code of Ordinances. In the event that the City Council revokes its consent, the City Clerk is directed to promptly deliver notice of such revocation to the Board of Commissioners of Cook County and the Office of the Cook County Assessor along with certified copies of the revoking resolution.

**SECTION 5: DELIVERY.** The City Council hereby directs the City Clerk to transmit a certified copy of this Resolution to the Applicant. The Applicant is responsible for filing such certified copy with the Assessor.

**SECTION 6: EFFECTIVE DATE.** This Resolution will 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 \_\_\_\_

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**MAYOR**

ATTEST:

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**

DP-Resolution Supporting Class 6b Classification Renewal for 70 Rawls Road

**EXHIBIT A**  
**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

LOT 7 (EXCEPT THE EAST 266 FEET THEREOF) AND THE EAST 126 FEET OF LOT 6, IN ANDERSON-MILLER DES PLAINES INDUSTRIAL PARK NORTH, BEING A SUBDIVISION OF THE SOUTH ½ OF THE SOUTH WEST FRACTIONAL QUARTER OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART TAKEN FOR OAKTON STREET AS DESCRIBED IN DOCUMENT 10627381, RECORDED APRIL 3, 1930, BOOK OF PLATS NO. 284, PAGES 18 TO 25 INCLUSIVE, IN COOK COUNTY ILLINOIS.

Commonly known as 70 Rawls Road, Des Plaines, Illinois

PINs: 09-19-301-021-0000