

CITY COUNCIL AGENDA

Tuesday, September 7, 2021 Regular Session – 7:00 p.m. Room 102

CALL TO ORDER

REGULAR SESSION

ROLL CALL PRAYER PLEDGE OF ALLEGIANCE

PROCLAMATION

NATIONAL SUICIDE PREVENTION AWARENESS MONTH NATIONAL HISPANIC HERITAGE MONTH

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 M Liquor License Gas Station Retail Sales Beer/Wine Only (off-site consumption) for Midwest Convenience, Inc. d/b/a Rebel #876, 1199 Elmhurst Road
- 2. **RESOLUTION R-136-21**: Approving Task Order #14 with M.E. Simpson Company, Inc., Valparaiso, Indiana in the Total Amount of \$70,240.00. Budgeted Funds Water/Professional Services.
- 3. **RESOLUTION R-137-21**: Approving a One-Year Renewal Term for Contractual Sidewalk Snow Removal with DGO Premium Services Company, Des Plaines, Illinois. Budgeted Funds Street Maintenance/Miscellaneous Contractual Services in the 2021 Amount of \$75,000 and Forecasted 2022 Budget Amount of \$75,000.
- 4. **RESOLUTION R-138-21**: Approving Task Order #2 for Snow Plowing Services with G&L Contractors, Inc., Skokie, Illinois. Budgeted Funds – Street Maintenance/Miscellaneous Contractual Services in the 2021 Amount of \$13,455 and Forecasted 2022 Budget Amount of \$100,000
- 5. **RESOLUTION R-139-21**: Approving an Amendment to the Intergovernmental Agreement Establishing a Joint Emergency Telephone System Board (JETSB) Between Wheeling and Des Plaines to Appoint Additional Members to the JETSB to Meet the "Public Member" Requirement of the Act
- 6. **RESOLUTION R-140-21**: Approving Change Order No. 1 to Task Order No. 1 Under a Master Contract with H.R. Green, Inc. for Plan Review and Building Inspection Services
- 7. **RESOLUTION R-141-21**: Approving an Agreement with the Illinois Department of Transportation (IDOT) for Safety Improvements at US Route 14 and Mount Prospect Road in the Amount of \$135,758. Budgeted Funds Capital Projects Fund.
- 8. **RESOLUTION R-142-21**: Granting an Extension of the Approval for the Preliminary Planned Unit Development (PUD) and Time Period for Submitting Final Plat of PUD for 414 East Golf Road
- 9. Minutes/Regular Meeting August 16, 2021
- 10. Minutes/Closed Session August 16, 2021

UNFINISHED BUSINESS

n/a

NEW BUSINESS

- FINANCE & ADMINISTRATION Alderman Artur Zadrozny, Chair
 a. Warrant Register in the Amount of \$5,389,076.01 RESOLUTION R-143-21
- 2. <u>COMMUNITY DEVELOPMENT</u> Alderman Malcolm Chester, Chair
 - a. Consideration of a Conditional Use for a Trade Contractor Use at 1773 East Oakton Street ORDINANCE Z-43-21
 - b. Consideration of Amendments to Title 15 of the City Code to Clarify and Expand the O'Hare Privilege Tax Area (Tax on Hotel/Motel Rooms) and the O'Hare Privilege Area Parking Tax – ORDINANCE M-11-21
 - c. Consideration of a Major Amendment to Existing Final Planned Unit Development (PUD), Final Plat of Subdivision and Major Variations for 1700 West Higgins Road and Consideration of a Plat of Vacation for an Unimproved Portion of Webster Avenue Public Right-of-Way ORDINANCE Z-44-21 AND Z-45-21
 - d. **Request for Continuance to 10/4/2021 City Council Meeting**: 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 and 8/16/2021 City Council Agendas)

OTHER MAYOR/ALDERMEN COMMENTS FOR THE GOOD OF THE ORDER

ADJOURNMENT

<u>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.</u>

PROCLAMATION 1

OFFICE OF THE MAYOR

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



MEMORANDUM

Date: August 20, 2021

To: Aldermen

Cc: Michael G. Bartholomew, City Manager

From: Andrew Goczkowski, Mayor

Subject: Proclamation

At the beginning of the September 7, 2021 City Council Meeting, we will be issuing a Proclamation declaring September, 2021 as National Suicide Prevention Awareness Month.

OFFICE OF THE MAYOR

CITY OF

DES PLAINES, ILLINOIS

- WHEREAS, September is known around the United States as National Suicide Prevention Awareness Month and is intended to help promote awareness surrounding each of the Suicide Prevention resources available to us and our community; and
- *WHEREAS,* suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion or background; and
- *WHEREAS,* suicide is the second leading cause of death among people aged 10-34 and the tenth leading cause of death overall in the United States; and
- WHEREAS, local organizations like Suicide Prevention Services (SPS) and national organizations like the National Alliance on Mental Illness (NAMI) are on the front lines of a battle that many still refuse to discuss in public, as suicide and mental illness remain too taboo a topic to speak on; and
- *WHEREAS,* Des Plaines encourages its' residents to recognize the warning signs and to be supportive and strong for those who may be going through a difficult time.

Now, therefore, I, ANDREW GOCZKOWSKI, MAYOR OF THE CITY OF DES PLAINES, do hereby proclaim September, 2021 as

NATIONAL SUICIDE PREVENTION AWARENESS MONTH

in the City of Des Plaines.

Dated this 7th day of September, 2021

Andrew Goczkowski, Mayor

OFFICE OF THE MAYOR

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



MEMORANDUM

Date: August 20, 2021

To: Aldermen

Cc: Michael G. Bartholomew, City Manager

From: Andrew Goczkowski, Mayor 46.

Subject: Proclamation

At the beginning of the September 7, 2021 City Council Meeting, we will be issuing a Proclamation declaring September 15, 2021 to October 15, 2021 as National Hispanic American Heritage Month.

OFFICE OF THE MAYOR

CITY OF

DES PLAINES, ILLINOIS

- *WHEREAS,* The City of Des Plaines embraces and honors our community's ethnic and cultural diversity; and
- WHEREAS, Nearly 20% of Des Plaines residents are of Hispanic or Latino descent, according to the United States Census
- *WHEREAS,* today, the City recognizes and celebrates the history, culture and contributions of both Hispanic and Latino Americans in observance of National Hispanic Heritage Month; and
- *WHEREAS,* September 15 to October 15 is a special time to pay tribute to the generations of Hispanic Americans who have positively influenced and enriched our nation and our community; and
- *WHEREAS,* the day of September 15th is significant because it is the anniversary of independence for five Latin American countries: Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua; and
- *WHEREAS*, Mexico and Chile celebrate their independence days on September 16th and September 18th respectively; and
- WHEREAS, National Hispanic Heritage Month was enacted into law on August 17, 1988.

Now, therefore, I, ANDREW GOCZKOWSKI, MAYOR OF THE CITY OF DES PLAINES do hereby proclaim September 15, 2021 to October 15, 2021 as

NATIONAL HISPANIC AMERICAN HERITAGE MONTH

in the City of Des Plaines and encourage all residents to observe and celebrate our Hispanic American culture.

Dated this 7th day of September, 2021

Andrew Goczkowski, Mayor

CONSENT AGENDA #1.

DES PLAINES

OFFICE OF THE MAYOR

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

MEMORANDUM

Date: August 12, 2021

To: Honorable Aldermen

From: Andrew Goczkowski, Local Liquor Commissioner

Cc: Vickie Baumann, Permit Technician, Registration & License 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:

Midwest Convenience Inc dba Rebel #876 1199 Elmhurst Road Class M – Gas Station Retail Sales/Beer & Wine Only (for 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 26, 2021 and all necessary fees have been secured.

This request will come before you on the Consent Agenda of the City Council meeting of Tuesday September 7, 2021.

Andrew Goczkowski Mayor Local Liquor Commissioner



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: Midwest Convenience, Inc. d/b/a Rebel #876								
Address: <u>1199 Elmhurst Road, Des Plaines, IL</u> Zip: <u>60016</u>								
Mailing Address:1450 N. Benson Ave., Unit A		Dept:						
	St: _CA	Zip: <u>91786</u>						
Email: sireifej@carenterprises.net								
Day/Hours of Operations: Monday: <u>5 AM- 11 PM</u> Tuesday								
Thursday: <u>5 AM- 11 PM</u> Friday: <u>5 AM- 11 PM</u> Saturday								
CLASSIFICATION								
A TAVERN– seats 250 or less	G	BANQUET HALL						
A1 TAVERN – seats 251 – 500	H-1	RESTAURANT – beer & wine only						
A2 TAVERN – seats 501 +	H-2	BULK SALES – beer & wine only						
AB TAVERN & BULK SALES – seats 250 or less		RELIGIOUS SOCIETY						
AB-1 TAVERN & BULK SALES – seats 251 – 500	l	SPECIAL 4:00AM – must have class A						
B BULK SALES – retail only	К	GOVERNMENTAL FACILITY						
B-1 BULK SALES –alcohol not primary retail	[] L	WINE ONLY						
C CLUB	М	GAS STATION – retail only						
E RESTAURANT DINING ROOM – over 50	N	CASINO						
F RESTAURANT – beer only	P	COFFEE SHOP						
OWNERSHIP INFORMATION (list President, Vice-President, Se	cretary and a	all Officers owning 5% or more of stock)						
Title: President		% of Stock:						
Name: Sammer Anabi								
Title: Secretary % of Stock: 0								
Name: Rawa Anabi								
Has either the President, Vice-President, Secretary or any of supervision, plead nolo contendere (no contest) to any felor	ficer ever pl iy under Feo	lead guilty, been found guilty, received deral, State, County or Municipal law,						

statute or ordinance? **VNO YES** – Attach documentation identifying the charge, finding, court branch and docket #

ADDITIONAL INFORMATION

Does the applicant own the property or premises of the business? If NO, please provide name/address of the property owner and expiration	n date	NO e of the execute	YES ed lease:
Anabi Real Estate Development, LLC, 1450 N. Benson Avenue, Unit A, L	Jplan	d CA 91786	
Is any elected City Official, County Commission or County Board member affiliated directly or indirectly with the applicant/business? If YES, please provide name, position and a detailed description to the pa	☑ rticul	NO ars:	YES
Has any officer, owner or stockholder of the of the corporation or business obtained a liquor license for another location? If YES, please provide name, location and disposition/status of each:		NO	YES
Has any officer, owner or stockholder of the of the corporation or business had a liquor license revoked for another location? If YES, please provide name, location and reason for revocation of each:		NO	YES

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. RA 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. RA 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. CA INITIALS

Rawa Anabi Signature of Owner Rawa Anabi

Print Name

SUBSCRIBED and SWORN to before me this

day of See Attached Certificate NOTARY PUBLIC (STAMP SEAL BELOW) Of Acknowledgement

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
State of California)
County of <u>San bernardino</u>)
On JULY 16, 2021 before me, Deanna Speer, Notary Public,
personally appeared LAWA ANADI
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the
State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature Ouma Speer, Notany Public (Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document
titled/for the purpose of
,
containing pages, and dated
The signer(s) capacity or authority is/are as: Individual(s) Attorney-in-Fact Corporate Officer(s)
Guardian/Conservator Partner - Limited/General Trustee(s) Other: representing: Name(s) of Person(s) or Entity(ies) Signer is Representing .

Additional Information						
Method of Signer Identification						
Proved to me on the basis of satisfactory evidence:						
Notarial event is detailed in notary journal on: Page # Entry #						
Notary contact:						
Other						
Additional Signer(s) Signer(s) Thumbprint(s)						

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Primed by authority of the State of Illinois. September 2020 - 1 - C 175,18

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7. The purpose or purposes for which it was organized which it proposes to pursue in the transaction of business in this state: (If not sufficient epsce to cover this point, add one or more sheets of this size.) GASOLINE STATIONS WITH CONVENIENCE STORES.

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 1/1/21-12/31/21
 Exemption \$10,000.00

 1/1/22-12/31/22
 Exemption \$10,000.00

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 1/1/22-12/31/23
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 1/1/24 and after
 No Franchise Tax Due.
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Verify that all of your Illinois Business Authorization information is correct.

If not, contact us immediately.

A.

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
MIDWEST CONVENIENCE,	INC.	
1450 N BENSON AVE UNIT UPLAND CA 91786-2127	A	
Expiration Date:	Certificate of Registration	
	e Taxes	(4408-0808)
	OFFICIAL DOCUMENT	Issued Date: 07/01/2021

P-002222



PUBLIC WORKS AND Engineering department

1111 Joseph J. Schwab Road Des Plaines, IL 60016 P: 847.391.5464 desplaines.org

MEMORANDUM

Date: August 26, 2021

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

From: Rob Greenfield, Superintendent of Utility Services 751

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

Subject: M.E. Simpson TO#14 – Water Distribution System Leak Survey

Issue: The 2021 budget includes funding for leak detection of the Water Distribution System.

Analysis: The purpose of leak detection is to reduce water and revenue losses by assisting the Water Division with leak identification and location. Once the leaks are identified, the Water Division will make the necessary repairs to the system.

The City has a Master Consultant Agreement with M.E. Simpson Company, Inc. and they have provided a proposal to perform the above tasks. Their proposal for Task Order #14 is in the amount of \$70,240.00.

Recommendation: We recommend approval of Task Order #14 with M.E. Simpson Company, Inc., 3406 Enterprise Avenue, Valparaiso, IN 46383 in the total amount of \$70,240.00. Funding source will be the Water Fund, Professional Services.

Attachments: Resolution R-136-21 Exhibit A – Task Order #14

CITY OF DES PLAINES

RESOLUTION R - 136 - 21

A RESOLUTION APPROVING TASK ORDER NO. 14 UNDER A MASTER CONTRACT WITH M.E. SIMPSON COMPANY, INC. FOR PROFESSIONAL ENGINEERING SERVICES.

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

WHEREAS, on January 22, 2019, the City Council approved Resolution R-26-19, which authorized the City to enter into a master contract ("*Master Contract*") with M.E. Simpson Company, Inc. ("*Consultant*") for the performance of engineering services for the City as such services are needed over time; and

WHEREAS, the City desires to procure professional engineering services for a leak detection study of the Water Distribution System ("*Engineering Services*"); and

WHEREAS, pursuant to Chapter 10 of Title 1 of the City of Des Plaines City Code and the City's purchasing policy, the City Council has determined that procurement of the Engineering Services is not adapted to award by competitive bidding because the Engineering Services require a high level of professional skill and judgment; and

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

WHEREAS, Consultant submitted a proposal to perform the Engineering Services in the amount of \$70,240; and

WHEREAS, the City has sufficient funds in the Professional Services Water Fund for the procurement of the Engineering Services from Consultant; and

WHEREAS, the City desires to enter into Task Order No. 14 under the Master Contract ("*Task Order No. 14*") for the procurement of the Engineering Services from Consultant in the total not-to-exceed amount of \$70,240; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into Task Order No. 14 with Consultant;

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

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

SECTION 2: WAIVER OF COMPETITIVE BIDDING. The requirement that competitive bids be solicited for the procurement of the Engineering Services is hereby waived.

SECTION 3: APPROVAL OF TASK ORDER NO. 14. The City Council hereby approves Task Order No. 14 in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

SECTION 4: AUTHORIZATION TO EXECUTE TASK ORDER NO. 14. The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, final Task Order No. 14 only after receipt by the City Clerk of at least one executed copy of final Task Order No. 14 from Consultant; provided, however, that if the City Clerk does not receive one executed copy of final Task Order No. 14 from Consultant within 60 days after the date of adoption of this Resolution, then this authority to execute and seal final Task Order No. 14 shall, at the option of the City Council, be null and void.

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

PASSED this _____ day of ______, 2021.

APPROVED this _____ day of ______, 2021.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Task Order No 14 with ME Simpson Company for Leak Detection

TASK ORDER 14

In accordance with Section 1.2 of the Master Contract dated January 22, 2019 between the City of Des Plaines (the "*City*") and M.E. Simpson Co., Inc. (the "*Consultant*"), the Parties agree to the following Task Number 14:

- **1. Contracted Services**: WATER DISTRIBUTION SYSTEM LEAK SURVEY.
- 2. **Project Schedule** (attach schedule if appropriate): Schedule attached.

3. Project Completion Date:

All Contracted Services must be completed on or before: November 30, 2021

- **4. Project Specific Pricing** (if applicable): \$70,240.00.
- 5. Additional Changes to the Master Contract (if applicable): N/A.

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

[Signature page follows]

CITY

Date

CONSULTANT

Signature Director of Public Works And Engineering Signature <u>Michael D. Simpson</u> Name (Printed or Typed)

Date

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

Signature City Manager

Date

If compensation greater than \$20,000, then the City Council must approve the Services Change Order in advance and the City Manager or Mayor's signature is required.

Signature City Manager

Date



June 23, 2021

Mr. Timothy Watkins Assistant Director of Public Works & Engineering City of Des Plaines 1111 Joseph Schwab Road Des Plaines, IL 60016

RE: PROPOSAL FOR A WATER DISTRIBUTION SYSTEM LEAK SURVEY - Task Order

Dear Mr. Watkins,

M.E. Simpson Co., Inc. is pleased to present the City of Des Plaines, Illinois our proposal for a Water Distribution System Leak Detection Survey Program. We are honored to be considered for this work and are confident our team will help make the project a success.

M.E. Simpson Co., Inc. is a Professional Services Firm dedicated to developing and providing programs and services designed to maximize peak performance for our clients' water distribution systems. Many of these programs are universally recognized as a part of "Best Management Practices" (BMPs) for utilities. We pride ourselves on delivering solid solutions using the highest quality technical and professional services by way of state-of-the-art technology and a skilled and well-trained staff of professionals. Our highly-educated engineers and technical team are committed to the success of this project. They will be ready at a moment's notice to relieve your staff's burden and ensure a seamless continuation of your services.

Our services were developed and refined to provide utilities with programs that can be customized to meet their needs. From complete "Turn-Key" services to assisting with the development of "in-house" programs for utilities, M.E. Simpson Co., Inc. serves our clients with this ultimate goal: to deliver to the public the implicit faith that **"the water is always safe to drink"**.

Thank you for your consideration and this opportunity to acquaint you with our Water Distribution System Leak Detection Services and offer this response. We are committed to exceeding your expectations.

Sincerely,

ah

Carlos A Covarrubias Regional Manager

Carlos A Covarrubias Regional Manager

3406 Enterprise Avenue Valparaiso, IN 46383

> 800.255.1521 P 888.531.2444 F

Randy.Lusk@mesimpson.com

Exhibit A

Page 6 of 13

SCOPE OF WORK

Water Distribution System Leak Survey

The Field Scope of Service for the Leak Survey is understood to be the following:

M.E. Simpson Co., Inc. will furnish all labor, material, transportation, tools, and equipment necessary to survey the water distribution system areas selected by the City. M.E. Simpson Co., Inc. shall be required to provide such skilled and trained personnel and equipment necessary to complete the work herein specified. There will be a minimum of Two Persons per team working on the survey at <u>all times.</u>

- Work in an orderly and **safe** manner to insure protection of the local residents, Utility employees, and the Field Staff so that no **avoidable** accidents occur.
- All Field Staff will have readily observable identification badges worn while in the field.
- The leak detection equipment to be used will be that which was described in the "Equipment to be used" section.
- Initially listen to <u>all fire hydrants, all accessible main line valves</u>, and when necessary, selected service connections in the entire distribution system by making physical contact with the valve, hydrant, pipe, or B-box. (Listening points that are not accessible will be given to the Utility and when corrected they will be listened to.)
- Listening points of contact will be: valves, hydrants, service valves or meter settings. The preference of listening points in order as follows; direct contact with the pipe, main line valves, hydrant valves, hydrants, then service valves or meter settings.
- Specific listening distances will be determined by pipe material. Metallic type pipes; no greater than 500' between listening points. Non-Metallic AC/Concrete type pipes; no greater than 300' between listening points. Non-Metallic PVC/HDPE type pipes; no greater than 150' between listening points.
- A "suspected leak" log shall be maintained indicating all areas where suspected leak noise was heard. This log will be reviewed when the Project Team is verifying the suspected leak area for confirmation of the actual existence of a leak. This log will be a part of the periodic reports turned into the Utility regardless of an actual leak located in the area or not, with an explanation of the noise source.
- When leak noise has been detected and or suspected, the Project Team will verify the suspected area a second time to confirm the noise. At least four hours will pass between the initial listening of the area before a second listen and confirmation is attempted.
- The Project Team will <u>line locate</u> the water main and service lines in the immediate area so the correct pipe distances can be input into the leak correlator and also so that the Water Utility will have an idea of where the water main is located prior to excavation. Non-metallic pipe locations will be "interpolated" as best that can be identified, given the line location of metallic services, Utility knowledge of the area, or other information regarding the actual location of the main.

- The Project Team will use "State of the Art" <u>Electronic Leak Correlators</u> to determine if a leak is present and use the same equipment to pinpoint the leak.
- For PVC water mains only the Echologics LeakFinder-ST w/hydrophones leak correlator or Fluid Conservation Systems (FCS) TriCorr Touch leak correlator, will be used for correlations because of the ability for these correlators to be able to analyze the particular sound frequencies inherent to PVC pipe.
- The leak location will be marked in the field (on the surface) using environmentally formulated Precautionary Blue paint.
- The Project Team will document all leak locations with a diagram indicating the location of the leak. Other information related to that correlation will be included as part of the field sheet such as the filters used for the correlation, line locations, distances between sensors, etc.
- The locations of leaks requiring <u>immediate attention (immediate threat to life, injury or traffic)</u> will be turned in as quickly as possible to facilitate the repair process.
- The Project Team will report daily or per request of the Utility, to assigned Utility Professional and go over the progress of the previous day, as well as cover what will be surveyed the current day.
- It may be necessary to conduct parts of the Leak Survey during "off hours" such as at night. This may be required in areas of high traffic volume where traffic noise may affect the ability to detect leak noise, and traffic volume may affect the ability of the Project Team to be able to safely access main line valves in the middle of the street. The Project Team will give 24-hour advanced notice of intent to survey a particular area that may require after hours surveying or nighttime surveying. This is so the Utility can plan for the area to be surveyed, give notification to the Police department, as well as other Public Works Divisions as to the activity that will take place.
- As a part of the leak program, mapping discrepancies found, distribution assets found in disrepair will be noted and turned into the utility.
- Leaks verified on the customer's side of a service shut-off will not be located beyond the shutoff. If a leak appears to be on the Customers' side, the Utility will be notified first, then the customer notified and permission granted prior to the water being shut off even for short periods of time where possible and as time allows, as well as the ability for the customer to respond.
- If the Utility requests leak locations beyond the service shut off on the customer's side of the service line, this will result in an additional charge to the leak survey based on an hourly rate and this service must be agreed upon between the Utility and M.E. Simpson Co., Inc. prior to the start of the survey.
- Valves and hydrants will not be operated without Utility permission. Valves and hydrants that break during this type of operation are the sole responsibility of the Utility. M.E. Simpson Co., Inc. cannot be responsible for valves and hydrants that break due to pre-existing conditions.

• The Utility is encouraged to dig up and repair the leaks located as soon as possible so that the area may be re-surveyed while the Project Team is still working on the survey in that general geographical location to ensure no other leaks are present in that area.

Equipment List

- FCS **S30** Gutermann **AquaScope** electronically enhanced listening device.
- Echologics LeakFinder-ST w/hydrophones; FCS AC Digital, TriCorr Touch or Vivax-Metrotech HL6000X leak correlator systems.
- RADIO Detection Line Locators.
- Chicago Tape, Fisher M-Scope or Schonstedt magnetic locators.
- All necessary valve keys and hand tools
- Truck mounted arrow board/signage and warning lights.
- Traffic control equipment, including properly sized traffic cones with reflective stripes.

Quality Control and Accuracy of Leak Locations

The level of accuracy of leak detection is a matter of taking in all the above considerations and applying those considerations to each individual potential leak location as it is being evaluated. Any statement made as to the level of accuracy of leak locations must be considered based on the individual conditions of each leak.

Locating leaks on a distribution system can be very challenging. <u>It is not a perfect science</u>. Pipes and fittings can leak for a variety of reasons (age, poor installation, material failures, bad soils, etc.), and the ability to locate leaks is dependent on the stated variables listed in the "Project Approach". By employing a strict methodology in the field for conducting a leak survey, these variables can be accounted for and mitigated. The depth of experience of the Project Team is extremely important to maintaining the ability to have accurate locations of leaks. Additionally, crews work as Two-Person Teams in the field, double checking the progress of the work as the survey progresses. The systematic procedure for leak confirmation has been stated in the Scope of Field Service and is restated here.

"Suspected leak areas are always listened to a second time, preferably at a different time of day than originally listened to. The mains and services will be line located to insure correct pipe distances are used for the correlations. Correlations may need to be performed several times with several configurations to insure all the possible scenarios have been covered. Sewer manholes may need to be opened and flows observed. If there is any doubt as to the existence of a leak, the area may be checked and correlated at different times to rule out water usage or other factors. The progress of the survey will be monitored by the use of daily logs and a progression map with suspected leak noise indications marked and possible leak locations will be maintained. Field leak location forms will be turned into the Utility according to the agreed schedule. The Project Team will follow up on leak locations by monitoring the repair schedule of the Utility. That way in case a potential leak location is wrong, the Project Team can return to the site and determine why the leak location was incorrect, and correct it. This means maintaining a good level of communication between the Project Team in the field, and the Utility. As a matter of Quality Control for leaks in the field, our Correlators, FCS TriCorr Touch and Echologics LeakFinder-ST have the distinct ability to be able to detect and pinpoint more than one leak in the same relative area, thus allowing better leak coverage and insuring that one leak is not "masking" another leak in the same area. The use of progress reports and meetings will allow for open discussions of problems encountered so solutions can be examined."

Utility Observations

The M.E. Simpson Co., Inc. Project Team will welcome having staff of the Utility observe field procedures while the Leak Survey is in progress. They will be happy to explain and demonstrate the equipment and techniques that are employed by M.E. Simpson Co., Inc. for detecting and locating leaks on the Water System.

Final Reports, Documentations & Communications

M.E. Simpson Co, Inc. will perform the following:

- Project Team will meet daily with assigned Utility personnel to go over areas of survey for prior workday and plan current day and area to survey.
- The field technicians will be readily available by cellular phone. This will facilitate communications between the Utility and the field technicians. A 24-hour toll-free 800 number is available for direct contact with M.E. Simpson Co., Inc. for emergencies.
- **Diagram all leak locations**, date of location, and classify according to severity and an estimate of loss.
- The Project Manager will meet with the Utility regularly for a progress report.
- **Prepare a progress report** at monthly intervals for the Utility if requested.
- Develop a Leak Survey log of activity which will also have confirmed leaks listed and this list will be turned in weekly (in Excel format). The list will also be included with the final report that will include the following;
 - 1. Mechanical deficiencies discovered
 - 2. Mapping errors on the water atlas
 - 3. Type of monitored appurtenances
 - 4. Location of same for leaks discovered
 - 5. Total estimated loss

Effective communication... accurate documentation... Insuring the success for the leak survey Prepare the final report at the completion of the project which will include all leak location reports with drawings, total of estimated water loss, total pipe distance investigated, a description of the area surveyed, and other problems found in the system during the course of the survey that need the attention of the Water Utility. The leak summary will list leak types such as main leaks, service line leaks, valve leaks, or hydrant leaks.

A cost benefit analysis of the survey based on the "cost to produce" water will also be included that describes the financial impact to the Utility for water loss. Recommendations for system maintenance will be a part of this report based on field observations made during the survey. This final report shall be made available for submission to the Utility within thirty (30) working days of the completion of the fieldwork.

Assumptions & Services Provided by the Utility

- The Utility will furnish all maps in an electronic format or paper atlases (two copies), and records necessary to properly conduct the survey.
- The Utility will assist as necessary to clean out service valves, meter pits and valve-boxes needed for listening.
- The Utility will provide a Primary Contact Person and/or secondary contact person for the Field Staff to report to on a periodic basis. This person shall act as the official liaison for the duration of the Leak Survey. This person shall have a working knowledge of the water system and will be helpful in attempting to locate particularly hard-to-find water valves for listening and for general information about the water system. *This person will not need to assist the Project Team on a full time basis*, but only on an "as needed" basis.
- The Utility will assist, if needed, to help gain entry into sites that may be difficult to get into due to security issues or other concerns.
- The Utility will assist, if needed, to locate all nonmetallic pipe within the service area. This would include all Concrete Cylinder pipe, Asbestos Cement Pipe, PVC pipe and HDPE pipe.
- We will encourage the immediate digging of major leaks (main breaks) so that if there are problems with the leak location, the problems can be corrected while the Project Team is close by and can verify the site.

PROJECT SAFETY PLAN

M.E. Simpson Co., Inc.'s Safety Programs cover all aspects of the work performed by M.E. Simpson Co., Inc. We take great pride in our safety plan/policy/program and that is evident in our EMR scores over the last five years. The safety of our employees, the utilities employees and that of the general public is our #1 priority.

Our Safety Plan/Policy/Program, with all of its parts, is 60 pages in length. In an effort to be more efficient and less wasteful we do not print copies of the safety program for RFPs. There is nothing secretive or proprietary contained within our plan/policy/program and we are happy to share its contents. If you would like a PDF copy of our plan/policy/program please contact Terrence Williams, Operations Manager, at 800.255.1521 and a copy of our program will be sent via email to you.

Below is an overview of our plan/policy/program:



<u>Safety</u> is a major part of any project. M.E. Simpson Co., Inc. always provides a safe work environment for its employees. Our staff is trained in General Industry OSHA rules,
 Confined Space Entry & Self-Rescue, First Responder First Aid, CPR, and Traffic Control.
 While in the field on your project, M.E. Simpson Co., Inc. and its employees will follow all of

the necessary safety procedures to protect themselves, your staff and the general public.

M.E. Simpson Co., Inc. uses Two-Man Teams for Safety and Quality Assurance.

The use of a "one-person" leak detection team is dangerous and impractical where water mains run under roadways. It would be a dangerous precedent to allow a "one-person" team to access main line valves located in the roadway, <u>attempt to listen to the valve with headphones on</u>, and at the same time try to control traffic flow at that person's location in the street.

Therefore M.E. Simpson Co., Inc. adheres to the following:

- The Project Manager and the Field Manager will be trained in accordance with OSHA Standard 1910 (General Industry) and be in possession of an OSHA 10 Hour or 30 Hour Card.
- Any listening points located in a "confined space" such as pit and vault installations that <u>require</u> <u>entry</u> will be treated in accordance with the safety rules regarding Confined Space Entry, designated by the Utility, The Department of Labor and OSHA.
 - o <u>All</u> personnel are <u>trained and certified</u> in Confined Space Entry & Self-Rescue.
- We will follow all safety rules regarding First Responder First Aid & CPR, designated by the Utility, The Department of Labor and OSHA.
 - o <u>All</u> personnel are <u>trained and certified</u> in First Responder First Aid & CPR.
- We will follow all traffic safety rules, designated by the Utility, The Department of Labor, OSHA, and the Illinois Department of Transportation (per MUTCD).
 - <u>All personnel are trained and certified</u>, by the AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION (ATSSA) in Traffic Control and Safety.

<u>Current documentations of safety training and certifications can be provided for all project personnel for</u> the Utility. These certifications are current and up to date (for 2020) for all project personnel.

INVESTMENT

A commitment to improving and maximizing the City of Des Plaines' water distribution system for future generations.

M.E. Simpson Co., Inc. is pleased to present our "Proposal" for a Water Distribution System Leak Detection program for the City of Des Plaines, Illinois. M.E. Simpson Co., Inc. will perform our leak detection services on approximately **232** miles of watermain within the City of Des Plaines' water distribution system. The survey will be completed by listening on the accessible main line valves, fire hydrants and as needed services by one of our two-man teams with all necessary equipment furnished by M.E. Simpson Co., Inc. as described within this document. The project will also include complete reporting of all issues found, with a final comprehensive report.

2021 Leak Survey

Water Distribution System Leak Survey Program Field Services Hourly Fee of \$235.00 per hour not to exceed 296 hours.	\$69,560.00
Water Distribution System Leak Survey Program Administrative Services Hourly Fee of \$85.00 per hour not to exceed 8 hours.	<u>\$ 680.00</u>
Task Order Not to Exceed Total Cost	\$70,240.00

We thank you for this opportunity to acquaint you with our Water Distribution System Leak Detection services and offer this proposal. If you have further inquiries or you wish to discuss our service in more detail, do not hesitate to call us.



PUBLIC WORKS AND ENGINEERING DEPARTMENT 1111 Joseph J. Schwab Road Des Plaines, IL 60016

Des Plaines, IL 60016 P: 847.391.5464 desplaines.org

MEMORANDUM

Date:	August 26, 2021
To:	Michael G. Bartholomew, MCP, LEED-AP, City Manager
From:	Tom Bueser, Superintendent of General Services \mathcal{AB}
Cc:	Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering Timothy Watkins, Assistant Director of Public Works and Engineering
Subject:	Contractual Sidewalk Snow Removal – Renewal Term

Issue: The City has the option to renew the 2020/2021 sidewalk snow removal contract with DGO Premium Services Company for the upcoming 2021/2022 snow season.

Analysis: The Public Works and Engineering Department utilizes outside contractors to provide auxiliary support for in-house staff during snow removal operations on sidewalks within the downtown area. The current contract allows for two additional one-year renewal terms. This would be the first renewal term which would commence on November 1, 2021 and end on April 15, 2022. Public Works and Engineering staff has contacted DGO Premium Services Company and they are agreeable to the renewal term. The rates remain the same as the 2020/2021 contract.

Recommendation: We recommend the one-year renewal term for Contractual Sidewalk Snow Removal contract to DGO Premium Services Company, 9214 Delphia Ave., Des Plaines, IL 60016. Funding for this contract will be from the Street Maintenance Miscellaneous Contractual Services (100-50-530-0000.6195) 2021 amount of \$75,000 and 2022 requested budget amount of \$75,000.

Attachments:

Attachment 1 - DGO Contracting, Inc. Contract Resolution R-137-21 Exhibit A – First Renewal

CITY OF DES PLAINES

CONTRACT FOR

Contractual Sidewalk Snow Removal

Full Name of Bidder	DGO Premium Services Co.		("Bidder")
Principal Office Address	960 Rand Rd. Suite 106, Des	Plaines, IL,60016	
Local Office Address	960 Rand Rd. Suite 106, Des	Plaines ,IL,60016	
Contact Person	Luis Olaguez	Telephone Number 224-578-8648	

TO: City of Des Plaines ("Owner") 1420 Miner Street Des Plaines, Illinois 60016 Attention: TOM Bueser

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. <u>NONE</u> [If none, write "NONE"], which are securely stapled to the end of this Contract.

1. Work Proposal

A. <u>Contract and Work</u>. If this Contract is accepted, Bidder proposes and agrees that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

- <u>Labor, Equipment, Materials and Supplies</u>. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the removal of snow and ice from: (A) certain routes depicted as Exhibit A attached to and, by this reference, made a part of this Contract/Proposal; and (B) certain other locations the bidder may be directed by owner (collectively, the "Work Site"), all in accordance with the Special Provisions attached to and by reference, made a part of this Contract/Proposal as Exhibit B ("Special Provisions).
- <u>Permits</u>. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
- <u>Bonds and Insurance</u>. Procure and furnish all bonds and all insurance certificates specified in this Contract;
- <u>Taxes</u>. Pay all applicable federal, state, and local taxes;
- 5. <u>Miscellaneous</u>. Do all other things required of Bidder by this Contract; and

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

B. Performance Standards. If this Contract is accepted, Bidder proposes and agrees that all Work shall be fully provided, performed, and completed in accordance with the Special Provisions. No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of Owner or Bidder from those set forth in this Contract. Whenever any equipment, materials, or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

C. <u>Responsibility for Damage or Loss</u>. If this Contract is accepted, Bidder proposes and agrees that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

D. <u>inspection/Testing/Rejection</u>. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premlums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. <u>Schedule of Prices</u>. For providing, performing, and completing all Work, the amounts determined in accordance with Section 3 of the Special Provisions and with the Schedule of Prices attached to and by this reference made a part of this Contract/Proposal as Exhibit C;

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

- 1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
- Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
- All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices;
- 4. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

C. <u>Time of Payment</u>. It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

Bidder will invoice Owner for all Work completed, and Owner will pay Bidder all undisputed amounts no later than 45 days after receipt by Owner of each invoice.

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract/Proposal. Each payment shall include Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. Contract Time

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence on November 1, 2020, provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract/Proposal, and shall end on April 15, 2021. The Owner will have the right to renew this Contract/Proposal for two additional one-year renewal terms (each, a "Renewal Term") by providing Bidder with written notice of a renewal at least 60 days prior to the expiration of the Term or the applicable Renewal Term. Owner may terminate this Contract/Proposal at its convenience by providing Bidder 30 days advance notice thereof. At all times during the Term and any Renewal Term, Bidder proposes and agrees that Bidder will be available to perform the Work in accordance with this Contract/Proposal seven days per week and 24 hours per day, as directed by Owner in Owner's sole discretion, and as more fully described in the Special Provisions. Bidder shall commence the performance of work not more than one hour after receiving direction to perform Work from Owner, shall notify Owner when Bidder commences Work, and shall diligently and continuously prosecute such Work until the Work is completed, all in accordance with this Contract/Proposal.

If, at any time during the term of the Contract, the Owner determines that the Work is not being completed by Bidder in full compliance with specifications and as required by or pursuant to this Contract, then Owner may, after providing Bidder with notice of such deficiency in performance and providing Bidder with one business days to cure such deficiency, invoke its remedies under this Contract or may, in Owner's sole and absolute discretion, permit Bidder to complete the Work but charge to Bidder, and deduct from any payments to Bidder under this Contract, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the following per diem administrative charge, as well as any additional damages caused by such delay:

Per Diem Administrative Charge:

\$ 250.00 per day/occurrence

A second occurrence of a specific deficiency in performance shall automatically trigger Bidder's obligation to pay the Per Diem Administrative Charge. Any Per Diem Administrative Charges assessed against Bidder will be deducted from any funds owed by Owner to Bidder.

4. Financial Assurance

A. <u>Bonds</u>. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company acceptable to Owner, each in the penal sum of \$10,000.00, within 10 days after Owner's acceptance of this Contract.

B. <u>Insurance</u>. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide certificates and policies of insurance evidencing the minimum insurance coverage and limits set forth below within 10 days after Owner's acceptance of this Contract. Such insurance shall be in form, and from companies, acceptable to Owner and shall name Owner, Including its Council members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, as an Additional Insured. The insurance coverage and limits set forth below shall be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract. The minimum insurance coverage and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

 \mathbf{v}_{i}

Worker's Compensation: Statutory

Employer's Liability: \$500,000 each accident-injury; \$500,000 each employee-disease; \$500,000 diseasepolicy.

Such insurance shall evidence that coverage applies to the State of Illinois and provide a waiver of subrogation in favor of Owner.

2. Commercial Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Commercial General Liability

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an "occurrence" basis. Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Coverage shall apply in excess of the limits stated in 1, 2, and 3 above.

C. <u>indemnification</u>. If this Contract is accepted, Bidder proposes and agrees that Bidder shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract.

D. <u>Penalties</u>. If this Contract is accepted, Bidder proposes and agrees that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Contract

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract within 45 days after the date the bidder's contract proposal is opened.

6. Bidder's Representations and Warranties

To induce Owner to accept this Contract, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, (1) shall be of merchantable quality; (2) shall be free from any latent or patent defects and flaws in workmanship, materials, and design; (3) shall strictly conform to the requirements of this Contract, including without limitation the performance standards set forth in Section 1B of this Contract; and (4) shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by reputable snow removal contractors currently operating under similar circumstances in the Chicago Metropolitan Region, and (5) shall be fit, sufficient, and suitable for the purpose expressed in, or reasonable inferred from, this Contract/Proposal and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner. Bidder,, promptly and without charge, shall correct any failure to fulfill the above warranty.

B. <u>Compliance with Laws</u>. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 <u>et seq</u>. and any other prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 <u>et seq</u>.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

C. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

D. <u>Qualified</u>. Bidder has the requisite experience minimum of 5 years, ability, capital, facilities, plant, organization, and staff, including without limitation the equipment set forth in the Schedule of Equipment attached to and, by this reference, made a part of this Contract/Proposal as Exhibit D, and the personnel described in special provision, to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above.

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

A. <u>Reliance</u>. Owner is relying on all warranties, representations, and statements made by Bidder in this Contract.

B. <u>Reservation of Rights</u>. Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

C. <u>Acceptance</u>. If this Contract is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract and in Owner's written notification of acceptance in the form included in this bound set of documents.

D. <u>Remedies</u>. Each of the rights and remedies reserved to Owner In this Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract. E. <u>Time</u>. Time is of the essence for this Contract and, except where stated otherwise, references in this Contract to days shall be construed to refer to calendar days.

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

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

H. <u>Amendments</u>. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder, except that Owner has the right, by written order executed by Owner, to make changes in the Work ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, then an equitable adjustment in the Contract Price or Contract Time may be made. No decrease in the amount of the Work caused by any Change Order shall entitle Bidder to make any claim for damages, anticipated profits, or other compensation.

I. <u>Assignment</u>. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.

J. <u>Governing Law</u>. This Contract, and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract/Proposal shall be deemed to be inserted herein.

By submitting this Contract proposal in response to this Invitation to Bid, Bidder hereby represents, warrants, and certifies that:

- X Bidder has carefully examined and read the ITB and all related documents in their entirety.
- The person signing the Contract proposal on behalf of Bidder is fully authorized to execute the Contract and bind Bidder to all of the terms and provisions of the Contract.
- Bidders has provided a list of 3 municipal client references

\$

- Bidder has fully completed the entire Contract form, including the Total Contract Price.
- X Bidder has submitted a certified check or bid bond, as required by the Instructions to Bidders
- Bidder has checked the City's website for any addenda issued in connection with this ITB, hereby acknowledges receipt of Addenda Nos. [BIDDERS MUST INSERT ALL ADDENDA NUMBERS], has attached these addenda to Bidder's contract proposal, and acknowledges and agrees that, if Birder's contract proposal is accepted, these addenda will be incorporated into the Contract and will be binding upon Bid er.
- Bidder has submitted its Contract proposal in a sealed envelope that bears the full legal name of Bidder and the name of the Contract.

Dated: July 23	, 202	0			
Bidder's Status: ()_ (State) (State)		oration ()	Pa	artnership () Individual Proprietor
Bidder's Name:	GO Premium Servi	ces Co.			
Doing Business As (if o	different):		And		
Signature of Bidder or	Authorized Agent:		and	Da	ate: <u>07/23/2020</u>
(corporate seal)	Printed Name:	Luis Olag	uez		
(if corporation)	Title/Position:	President			
Bidder's Business Add	ress: 960 Ra	and Rd. Suite 106	, Des Plaines , l	L,60016	
Bidder's Business Telephone: 224		<u>-578-8648</u>	Facsimile:	847-344-1	110

If a corporation or partnership, list all officers or partners:

NAME	TITLE	ADDRESS
Luis Olaguez	President	960 Rand Rd,Suite 106,Des Plaines,IL,60016

Attachment 1

ACCEPTANCE

The Contract attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the City of Des Plaines ("Owner") as of _____9/1/5/____, 20.22.

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

CITY OF DES PLAINES

Signature:

Printed name: Michael G. Bartholomew

Title:

City Manager

#12787998_v1

APPROVED AS TO FORM ONLY

9/15/20

Dated

Des Plaines General Bounsel

Attachment 1

-6-



EXHIBIT A ROUTE #1

EXHIBIT A ROUTE #2



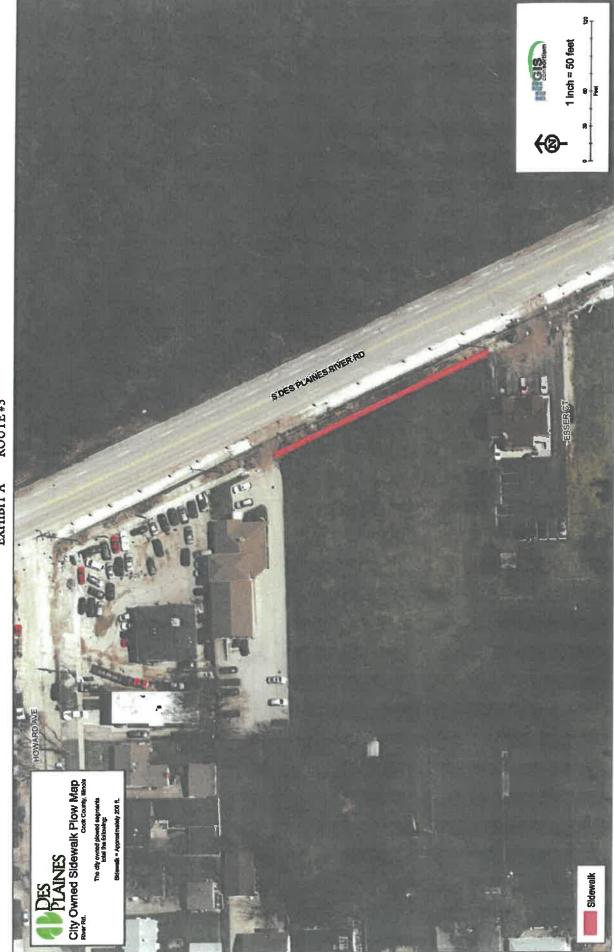


EXHIBIT A ROUTE #3



EXHIBIT B SPECIAL PROVISIONS

The Contractor shall furnish and provide all labor, materials, tools, equipment, and machinery necessary to perform and complete in a good and workmanlike manner the work required for:

Snow Removal from various sidewalks as assigned by the City.

- 1. The Work:
 - a. Clearing of Sidewalks. The selected Bidder ("Contractor") will, when directed by the City, cause its personnel and equipment to travel and operate along, and remove all ice and snow from, the entire length of the City's sidewalk snow routes (each, a "Pass"), which sidewalk snow routes are depicted on Exhibit A to the Contract/Proposal (each, a "Route" and collectively, the "Routes"), all in accordance with the requirements of the Contract/Proposal and these Special Provisions. Each Pass on each Route will be deemed completed when: (i) the Contractor's personnel and equipment have travelled the entire Route; (ii) in the course of travelling the Route, the Contractor's personnel and equipment have completely cleared all paved sidewalk surfaces within the Route of snow and ice to bare pavement from edge of sidewalk to edge of sidewalk; and (iii) the City has determined that the Work complies with the requirements of the Contract/Proposal and these Special Provisions and has accepted the Work in writing. The City may direct the Contractor to perform and complete multiple Passes of the same Route or Routes during a given snow event, but the Contractor will not begin any Pass without prior authorization by the City.
 - b. Clearing of Other Locations. The selected Bidder also will, at the direction of the City, remove all ice and snow from paved sidewalk surfaces at locations within the City other than the Routes ("Additional Locations"), all in accordance with the requirements of the Contract/Proposal and these Special Provisions. The Work at the Additional Locations will be deemed completed when: (i) the selected Bidder has completely cleared each paved surface within the Additional Locations of snow and ice to bare pavement from edge of sidewalk; and (ii) the City has determined that the Work at the Additional Locations complies with the requirements of the Contract/Proposal and these Special Provisions.
 - c. Application of Deicing Material on Sidewalks. The selected Bidder ("Contractor") will, when directed by the City, cause its personnel and equipment to travel and operate along, and apply deicing materials for the removal of all ice and snow from, the entire length of the City's sidewalk snow routes (cach, a "Pass"), which sidewalk snow routes are depicted on Exhibit A to the Contract/Proposal (cach, a "Route" and collectively, the "Routes"), all in accordance with the requirements of the Contract/Proposal and these Special Provisions. Each Pass on each Route will be deemed completed when: (i) the Contractor's personnel and equipment have travelled the entire Route; (ii) in the course of travelling the Route, the Contractor's personnel and equipment have completely cleared all paved sidewalk surfaces within the Route of snow and ice to bare pavement from edge of sidewalk to edge of sidewalk: and (iii) the City has determined that the Work complies with the requirements of the Contract/Proposal and these Special Provisions.

The City may direct the Contractor to perform and complete multiple Passes of the same Route or Routes during a given snow event, but the Contractor will not begin any Pass without prior authorization by the City.

- 2. Pricing Schedule:
 - a. Pricing for Work on the Routes. Each Bidder will submit proposed unit prices for each completed Pass along each Route by completing the Schedule of Prices set forth in Exhibit C to the Contract/Proposal ("Schedule of Prices").
 - b. Pricing for the Work at the Additional Locations. Each Bidder will submit proposed hourly time and material prices for performing the Work at the Additional Locations by completing the Schedule of Prices.
- 3. Payment:
 - a. **Payment for Work on the Routes.** Payment for the Work on the Routes will be calculated by multiplying (i) the number of Passes through each Route completed by the Contractor and accepted by the City by (ii) the unit price for completing each Pass through each Route set forth in the Schedule of Prices.
 - b. Payment for Work at the Additional Locations. Payment for the Work at the Additional Locations will be calculated by multiplying (i) the number of hours worked by each vehicle set forth in the Schedule of Prices by (ii) the hourly rate set forth in the Schedule of Prices corresponding to each respective vehicle.
- 4. Notification, Commencement, and Completion: The Contractor and its personnel and equipment will be available to perform all Work as directed by the City and in accordance with the Contract/Proposal and these Special Provisions at all times (seven days per week. 24 hours per day) during the winter season. The Contractor will commence Work no later than one hour after the Contractor receives direction to perform Work from the City. The Contractor will diligently and continuously prosecute all Work until completion. The Contractor will notify the City upon 50 percent completion of each authorized Pass through each Route. If the City directs the Contractor to perform any additional Passes through any of the Routes, the Contractor will commence such Passes no later than one hour after receipt of such direction and will notify the City upon 50 percent completion of each authorized Pass. The Contractor will not commence any Passe through any Route without specific prior direction from the City. The Contractor will identify a Superintendent whom the City can reach by telephone 24 hours a day. 7 days a week, for the purpose of directing the Contractor to commence any Work.
- 5. Time to Complete Pass: Each Pass through each Route will be completed in accordance with the following schedule of completion time:

AMOUNT OF SNOW	TIME TO COMPLETE PASS
0 TO 4 INCHES	5 HOURS
4.1 TO 6 INCHES	10 HOURS



The City's private weather notification service. Continental Weather Service, will determine the number of inches of snowfall within the City per each snow event for the purpose of determining the time to complete each Pass pursuant to this Section 5.

- 6. Equipment:
 - a. Necessary Equipment. The Contractor will furnish all equipment necessary to perform the Work in accordance with the terms of the Contract/Proposal and these Special Provisions (collectively, the "Equipment"), which Equipment is more fully described in the Schedule of Equipment completed by the Contractor and attached to the Contract/Proposal as Exhibit D. The Contractor represents and warrants that the Equipment will, at all times during the term of the Contract/Proposal, be available for use by the Contractor to perform the Work as directed by the City and in accordance with the Contract/Proposal and these Special Provisions.
 - b. Maintenance, Repair, and Replacement. At all times during the Contact/Proposal term, the Contractor will, at its sole cost and expense, keep the Equipment in a good working condition suitable for its intended use to perform the Work. If any Equipment becomes unavailable for use by the Contractor to perform the Work for any reason, the Contractor will, at its sole cost and expense, replace that Equipment with substantially similar Equipment that will be available for use by the Contract/Proposal and these Special Provisions. The Equipment will be clearly marked with the company name and/or logo and the phone number of the Contractor.
- 7. Employees: The Contractor will employ personnel with the training, skills, and experience, and will employ a sufficient number of such personnel, to complete the Work in accordance with the Contract/Proposal and these Special Provisions. Prior to the commencement of the Work, the Contractor will provide a list of all personnel who will perform the Work for the City under the Contract/Proposal. If any personnel will operate Equipment that requires the operator to have a Commercial Drivers' License, the Contractor will furnish to the City evidence acceptable to the City that such personnel has obtained all required licenses and approvals. If any personnel fails to perform the Work in a manner satisfactory to the City or in accordance with the Contract/Proposal and these Special Provisions, the Contractor will immediately upon notice from the City remove and replace such personnel. The Contractor shall have no claim for damages, for compensation in excess of the amount contained in the Schedule of Prices, or for a delay or extension of the Time to Complete Pass as a result of any such removal or replacement.
- Snow and Ice Procedures: In addition to the requirements of the Contract/Proposal and these Special Conditions, the Contractor will perform and complete all Work in accordance with the Salt Institute's snow and ice control procedures.

- General Instructions: Unless otherwise instructed by the City in writing, the Contractor will perform and complete all Work and Additional Work in accordance with the following instructions:
 - A. The Contractor will not plow or pile snow into, or cause snow to obstruct, driveways, intersections, landscape islands with shrubbery, handicap parking stalls, or fire hydrants.
 - B. All snow and ice must be removed from the entire surface of the sidewalk, providing a full and safe pathway for citizens.
 - C. The Contractor will not pile snow at any location where piled snow would obstruct the ability of motor vehicle operators and pedestrians to see other motor vehicles and pedestrians approaching and within any intersection or driveway.
 - D. Contractor shall not use equipment that could scratch, mar, scrape or damage any sidewalks. It is recommended that equipment for snow clearing be equipped with either a rubber/plastic/composite cutting edge. Any damage to sidewalks from misuse of equipment, improper equipment or improper materials shall be repaired by the contractor.
 - E. Only calcium magnesium acetate (CMA) or approved equal may be used on the brick paver/granite sidewalks in the downtown area.
- 10. Mandatory Meetings:
 - a. Pre-Operations Meeting: Prior to commencing any Work, the Contractor will attend a Pre-Operations Meeting conducted at the Public Works Building, 1111 Joseph Schwab Rd., Des Plaines. The Director of Public Works & Engineering will set the date and time of the Pre-Operations Meeting after execution of the Contract/Proposal by both parties. The Contractor's designated full-time Superintendent must attend the Pre-Operations meeting. At the Pre-Operations Meeting, the following information must be submitted by the Contractor to City staff for their review and approval:
 - i. Superintendent 24-hour emergency phone number, field phone number, pager number and cellular telephone number.
 - ii. List of Subcontractors, including quantity and type of work to be sublet, their qualifications, references and certified copies of their subcontract agreement.
 - b. Winter Operations Meetings. The Contractor will, upon request, meet with City staff during the winter season to discuss the performance of the Work. The Superintendent will attend all such meetings.
- 11. Inspection: Bidders are required to inspect the site and to have satisfied themselves as to the condition, the requirements of the location and the obstacles that may be encountered prior to the operation. Any deficiencies related to parkway or road damage must be noted and reviewed with the City.
- 12. Annual Inspections: Contractor and the City will jointly perform annual inspections of the Routes in October and May of each year to determine any damage to public and private property caused by Contractor's performance of the Work. In accordance with Section 1.C of the Contract/Proposal, the Contractor shall be responsible for all damage to any City property and any other property, including without limitation parkway landscaping, curbing, pavement, signs, and mailboxes.

EXHIBIT C

SCHEDUL OF PRICES

BID FOR WORK ON ROUTES

	2020-21 SEASON
COST FOR SIDEWALK SNOW REMOVAL PER PASS-ROUTE #1	\$ 1,600.00
COST FOR SIDEWALK SNOW REMOVAL PER PASS-ROUTE #2	\$ 100.00
COST FOR SIDEWALK SNOW REMOVAL	\$
PER PASS-ROUTE #3	100.00
COST FOR SIDEWALK SNOW REMOVAL PER PASS-ROUTE #4	\$ 100.00
COST PER APPLICATION OF DEICING	\$
MATERIAL PER PASS-ROUTE #1	1,600.00
COST PER APPLICATION OF DEICING	\$
MATERIAL PER PASS-ROUTE #2	100.00
COST PER APPLICATION OF DEICING	\$
MATERIAL PER PASS-ROUTE #3	100.00
COST PER APPLICATION OF DEICING	\$
MATERIAL PER PASS-ROUTE #4	100.00

BID FOR WORK AT ADDITIONAL LOCATIONS

COST PER LABORER PER HOUR	\$ 100.00
COST PER 2 WHEEL MACHINE PER HOUR	\$ 100.00
COST PER 4 WHEEL MACHINE PER HOUR	\$ 200.00
COST PER POUND OF CMA APPLIED	\$ 2.00
COST PER POUND OF ROCK SALT APPLIED	\$ 2.00

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EXHIBIT D SCHEDULE OF EQUIPMENT

P			PREMIUM VICES CO.	VEHICL INFORM	
NUMBER	VEHICLE	Т	MAKE	YEAR	PLATE
1	CHEVROLET		SILVERADO	2017	2203258 B
2	CHEVROLET		SILVERADO	2017	2203278 B
3	CHEVROLET		SILVERADO	2017	2203277 B
4	CHEVROLET		BOX EXPRES VAN	2017	463016 D
5	CHEVROLET		SILVERADO Ext	2019	2406361 B
6	CHEVY ALL C.		VAN 12000	2006	361545 D
7	GMC GOLD		2500 HD 4X4	2004	2269743 B
8	ISUSU		NPR	1999	108772 F
9	CHEVROLET		SILVERADO	2007	2654937 B
10	GMC	+	CARGO VAN	2009	265723B
11	TRAILER		WELLS CARGO	2018	332331TB
12	CHEVY GRIS		1500 4x4	2004	2668348B
13	GMC BOX		CUTAWY	2011	450652 D
14	FORD NEGRA	\uparrow	F-250 4X4	2001	2207986 B
15	GMC ROJA		TRUCK 1500 4X4	2003	1880972 B
16	CHEVY GUINDA	1	1500 4x4	2007	2827294B
17	ISUZU		NPR 7SN	2015	140865F
18	ISUZU		NPR 7SN	2015	141486 F
19	FORD		SUPER DUTY F-450	2016	138428 F
20	FREIGHTLINER		FL-70	2000	134828H
21	HINO		338	2019	172586H
22	CHEVROLET		1500	2018	2660150B
23	CHEVROLET		4500HD	2017	145039F
24	CHEVROLET		Silverado 2500 HD 2D	R 2016	1976729
25	STERLING		LT8500	2003	40261R
26	CHEVROLET		4500HD	2017	145037F
27	Public - ATV/UTV		CC: 500	2003	1
28	Public - ATV/UTV		CC: 570	2014	
29	Public - ATV/UTV		CC: 550	2002	
30	Public - ATV/UTV		CC: 500	2007	1
31	Public - ATV/UTV		CC: 550	2010	
32	Salt Dogg 2000		2000	2005	
33	1500 Poly Vbox Salt Spreader	r T	1500	2007	1
34	1500 Poly Vbox Salt Spreader	_	1500	2006	
35	1500 Poly Vbox Salt Spreader	_	1500	2007	
36	1500 Poly Vbox Salt Spreader	_	1500	2006	
37	1500 Poly Vbox Salt Spreader	_	1500	2004	



REFERENCES

NAME	PROJECT	CITY	CONTACT NUMBER	E-MAIL
Rafael Diaz	Snow Removal Subcontractor	Evanston, IL	773-858-9651	rafael@diazgroupllc.com
Brian O'Hehir	Cleaning Sidewalks Subcontractor	Chicago O'Hare	773-842-2317	BRIAN.O'HEHIR@cityofchicago.org
Walter Steibing	Cleaning Sidewalks Subcontractor	Chicago O'Hare	773-419-5222	walter.steibingjr@cityofchicago.org

If you have any further questions, do not hesitate to contact us for more information.

DGO Premium Services

960 Rand Rd, Suite 106,

Des Plaines, IL,6016

224-361-3435

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

[insert contractor name and address here:]

as Principal (hereinafter called the "Contractor") and

[insert surety name and address here:]

organized and existing under the laws of the State of _____ (hereinafter called the "Surety")

are held and firmly bound unto City of Des Plaines, 1420 Miner Street, Des Plaines, Illinois, as the obligee (hereinafter called the "Owner"), in the full and just sum of *[insert full contract price here in numerals only:]* for the payment of which sum of money well and truly to be made, the Contractor and the Surety bind themselves and their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or incurred by reason of the Contractor's failure to promptly and faithfully perform its contract with the Owner, said contract being more fully described below, and to include attorneys' fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of the Surety under this bond.

WHEREAS, the Contractor has entered into a written agreement dated ______, 20____, with the Owner titled *[insert contract title here]* (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the Contractor shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions, and agreements of the Contractor under the contract, including but not limited to the Contractor's obligations under the Contract, (1) to provide, perform, and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for *[insert general description of the Work here:]*

; (2) to procure

and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith except as otherwise specifically provided in the Contract; (3) to procure and furnish all bonds, certificates, and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to do all other things required of the Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract, all of which is herein referred to as the "Work," whether or not any parts of the Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of the Owner or the Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished

facilities, equipment, material, service, or site; or in or to the mode or manner of payment therefor shall in any way release the Contractor and the Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of the Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances and notice of any and all defaults by the Contractor or of the Owner's termination of the Contractor being hereby waived by the Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of the Surety under this bond in the event of the Contractor's default be greater than the obligations of the Contractor under the Contract in the absence of the Contractor default.

In the event of a default or defaults by the Contractor, the Owner shall have the right to take over and complete the Contract on 30 calendar days' written notice to the Surety, in which event the Surety shall pay the Owner all costs incurred by the Owner in taking over and completing the Contract.

At its option, the Owner may instead request that the Surety take over and complete the Contract, in which event the Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days after the date on which the Owner notifies the Surety that the Owner wants the Surety to take over and complete the Contract.

The Owner shall have no obligation to actually incur any expense or correct any deficient performance of the Contractor to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner or the heirs, executors, administrators, or successors of the Owner.

Signed and sealed on	, 20	
Attest/Witness:	CONTRACTOR	
Ву:	By:	_
Title:	Ву:	
Attest/Witness:	SURETY	
Ву:	By:	
Title:	By:	

#23203960_v1

2

Attachment 1

CITY OF DES PLAINES

RESOLUTION R - 137 - 21

A RESOLUTION APPROVING THE FIRST RENEWAL OF A CONTRACT WITH DGO PREMIUM SERVICES CO. FOR SIDEWALK SNOW REMOVAL SERVICES.

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

WHEREAS, on September 8, 2020, City Council adopted Resolution R-154-20, approving a one-year contract ("*Contract''*) with DGO Premium Services Co. ("*Contractor''*) for sidewalk snow removal work ("*Work''*) during the 2020/2021 snow season; and

WHEREAS, the Contract provides that the City and Contractor may agree to renew the Contract for up to two additional one-year terms; and

WHEREAS, the City and Contractor desire renew the Contract for a one-year term beginning November 1, 2021 and ending April 15, 2022 in the not-to-exceed amount of \$150,000 ("*First Renewal*"); and

WHEREAS, in accordance with Section 1-10-2 of the City Code of the City of Des Plaines (*"City Code"*) and the City purchasing policy, the City Council has determined to waive competitive bidding for procurement of the Work; and

WHEREAS, sufficient funds have been appropriated to procure the Work during the 2021 fiscal year in the Street Maintenance Miscellaneous Contractual Services Fund; and

WHEREAS, the City Council has determined that it is in the best interest of the City to waive the competitive bidding requirements and approve the First Renewal with Contractor;

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:

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

SECTION 2: WAIVER OF COMPETITIVE BIDDING. Pursuant to Section 1-10-2 of the City Code and the City purchasing policy, the City Council hereby waives the requirement that competitive bids be solicited for the procurement of the Work by the City.

SECTION 3: APPROVAL OF FIRST RENEWAL. The City Council hereby approves the First Renewal in substantially the form attached to this Resolution as **Exhibit A**, and in a final form approved by the General Counsel.

SECTION 4: AUTHORIZATION TO EXECUTE FIRST RENEWAL. 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 First Renewal after receipt by the City Clerk of at least two executed copies of the First Renewal from Contractor; provided, however, that if the City Clerk does not receive such executed copies of the Renewal from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the First Renewal, at the option of the City Council, be null and void.

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

PASSED this _____ day of _____, 2021.

APPROVED this _____ day of _____, 2021.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Renewal of Contract with DGO Premium Services Company for Sidewalk Snow Removal 2021-2022

FIRST RENEWAL OF THE AGREEMENT WITH DGO PREMIUM SERVICES COMPANY FOR SIDEWALK SNOW REMOVAL SERVICES

THIS FIRST RENEWAL is made and entered into as of the _____ day of _____, 2021, by and between the City of Des Plaines, an Illinois home rule municipal corporation (*"City"*), and DGO Premium Services Company (*"Contractor"*). In consideration of the recitals and mutual covenants and agreements set forth in this First Renewal, the receipt and sufficiency of which are hereby acknowledged and agreed, the parties agree as follows:

Section 1. Recitals.

A. The City and the Contractor entered into that certain "Contract for Contractual Sidewalk Snow Removal" dated September 8, 2020 ("*Agreement*"), pursuant to which Agreement the Contractor agreed to perform certain snow and ice removal services for the City ("*Services*").

B. Section 3 of the Agreement states that that the initial term of the Agreement began November 1, 2020 and ends April 15, 2021.

C. Section 3 of the Agreement provides that the Agreement may be renewed for two additional one-year renewal terms.

D. The City and Contractor desire to renew the Agreement for a one-year renewal term that will begin on November 1, 2021 and terminate on April 15, 2022 (*"Renewal Term"*) in accordance with the provisions, terms, and conditions of this First Renewal.

E. Contractor has agreed to charge the City the same rates during the Renewal Term for the Services as set forth in the Schedule of Prices attached to the Agreement as Exhibit C (**"Schedule of Prices"**).

Section 2. Definitions.

All capitalized words and phrases used throughout this First Renewal have the meanings set forth in the various provisions of this First Renewal. If a word or phrase is not specifically defined in this First Renewal, it has the same meaning as in the Agreement.

Section 3. First Renewal of the Agreement.

Pursuant to Section 3 the Agreement, the City and the Contractor hereby renew the Agreement for the Renewal Term. During the Renewal Term, the City will pay the Contractor for the Services in accordance with the Schedule of Prices.

Section 4. Effect.

All terms, conditions and provisions of the Agreement that are not specifically amended, modified, or supplemented by this First Renewal shall remain unchanged and in full force and effect as if fully set forth herein. In the event of a conflict between the text of the Agreement and the text of this First Renewal, the text of this First Renewal shall control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this First Renewal to be executed by their duly authorized representatives.

CITY OF DES PLAINES	DGO PREMIUM SERVICES COMPANY
By: Michael G. Bartholomew, City Manager	By: Luis Olaguez, President
Date:	Date:
ATTEST:	WITNESS:
By: Jessica Mastalski, City Clerk	Ву:
Date:	Date:

CONSENT AGENDA #4.



PUBLIC WORKS AND Engineering department

1111 Joseph J. Schwab Road Des Plaines, IL 60016 P: 847.391.5464 desplaines.org

MEMORANDUM

Date:	August 26, 2021
То:	Mike Bartholomew, MCP, LEED-AP, City Manager
From:	Tom Bueser, Superintendent of General Services 4.6
Cc:	Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering Timothy Watkins, Assistant Director of Public Works and Engineering
Subject:	Task Order #2, G&L Contractors, Inc.

Issue: The City has a Professional Services Master Contract with G&L Contractors, Inc. for snow plowing services. Each task order requires City Council approval.

Analysis: The Public Works and Engineering Department utilizes outside contractors to provide auxiliary support for in-house staff during snow removal operations on City maintained roads.

The master contract includes dead end streets and cul de sacs in the Fourth, Seventh and Eighth Wards. G&L Contractors, Inc., has provided this service for the City since 2014 and has performed at a high level. Prior to 2014, several companies had their contracts with the City terminated due to performance issues and inability to meet contract requirements. The Public Works and Engineering staff has contacted G & L Contractors, who performed extremely well during the last six years of the contract. The company will have an approximately 8.6% increase in pricing from the contractual pricing submitted in 2014 for the 2021/2022 snow season; there have been no previous increases over the last six years. G&L Contractor's maintenance staff has knowledge of the City's routes, department expectations for this public safety service, and has shown reliable response and results to scheduled and emergency calls.

Recommendation: We recommend City Council approve Task Order #2 with G&L Contractors, Inc., 7401 North St. Louis Avenue, Skokie, Illinois, 60076. Funding for this contract will be from the Street Maintenance Miscellaneous Contractual Services (100-50-530-0000.6195) 2021 remaining amount of \$13,455 and 2022 requested budget amount of \$100,000.

Attachments: Resolution R-138-21 Exhibit A – Task Order #2

CITY OF DES PLAINES

RESOLUTION R - 138 - 21

A RESOLUTION APPROVING TASK ORDER NO. 2 WITH G&L CONTRACTORS, INC. FOR SNOW PLOWING SERVICES.

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

WHEREAS, on August 17, 2020, the City Council approved Resolution R-146-20, which authorized the City to enter into a master contract ("*Master Contract*") with G&L Contractors, Inc. ("*Contractor*") to perform snow plowing services for the City as such services are needed over time ("*Plowing Services*") pursuant to task orders issued by the City in accordance with the Master Contract; and

WHEREAS, Contractor submitted a proposal in the not-to-exceed amount of \$113,455 to perform the Plowing Services for the 2021/2022 snow season; and

WHEREAS, the City has a positive existing relationship with the Contractor, the Contractor having satisfactorily performed Plowing Services for the City in the past; and

WHEREAS, the City desires to enter into Task Order No. 2 under the Master Contract for the procurement of the Plowing Services from Contractor in the not-to-exceed amount of \$113,455 (''Task Order No. 2''); and

WHEREAS, the City has sufficient funds in the Street Maintenance Miscellaneous Contractual Services Fund for the procurement of the Plowing Services from Contractor; and

WHEREAS, the City Council has determined that it is in the best interest of the City to waive the competitive bidding requirements in the City Code and enter into and Task Order No. 2 with Contractor;

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.

<u>SECTION 2: WAIVER OF COMPETITIVE BIDDING</u>. The requirement that competitive bids be solicited for the procurement of the Construction Services is hereby waived.

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

SECTION 4: AUTHORIZATION TO EXECUTE TASK ORDER NO. 2. The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, final Task Order No. 2 only after receipt by the City Clerk of at least one executed copy of final Task Order No. 2 from Contractor; provided, however, that if the City Clerk does not receive one executed copy of final Task Order No. 2 from Contractor; by the Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal final Task Order No. 2 shall, at the option of the City Council, be null and void.

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

PASSED this _____ day of _____, 2021.

APPROVED this _____ day of _____, 2021.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Task Order No. 2 with G&L Contractors for Snow Plowing Services

TASK ORDER #2

In accordance with Section 1.2 of the Master Contract dated August 18, 2020 between G&L Contractors, Inc. (the "Contractor"), the City of Des Plaines (the "*City*"), the Parties agree to the following Task Number 2:

1. Contracted Services:

2021-2022 Snow Plowing Services.

- 2. **Project Schedule**: November 1, 2021 through October 31, 2022.
- **3. Project Completion Date**: 10/31/21

All contracted services will be completed on or before October 31, 2022.

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

See Attachment B

5. Additional Changes to the Master Contract (if applicable): <u>Not applicable</u>.

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

CITY

Signature

G&L Contractors, Inc

Signature MICHPEL J. Gord

Director of Public Works & Engineering

, 2021

Name (Printed or Typed) ____, 2021

Date

8 16 Date

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

Signature City Manager

,2021 Date

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

Signature City Manager

, 2021

Date

ATTACHMENT B

PRICING SCHEDULE



August 16, 2021

Public Works and Engineering Department

1111 Joseph Schwab Rd.,

Des Plaines IL 60016

Attn:Tom Bueser

Via Email:TBueser@desplaines.org

Tom,

Please be advised that G&L Contractors, Inc. is asking for a rate increase on the 2021/2022 seasonal rate on our established snow plowing contract. The rate is listed on the "Exhibit C" attachment. In a nut shell we are requesting an increase of \$154 for route 1 per pass and an increase of \$190 for route 2 per pass. As you are aware we have not increased rates since the inception of the contract in 2014. The balance of the contract will remain as drafted. We look forward to continuing our work with the City of Des Plaines.

Please feel free to contact me with any questions or concerns.

Thank You,

Markal g. Don

Michael Gora President

(Enc.) 1- Exhibit C

Exhibit A

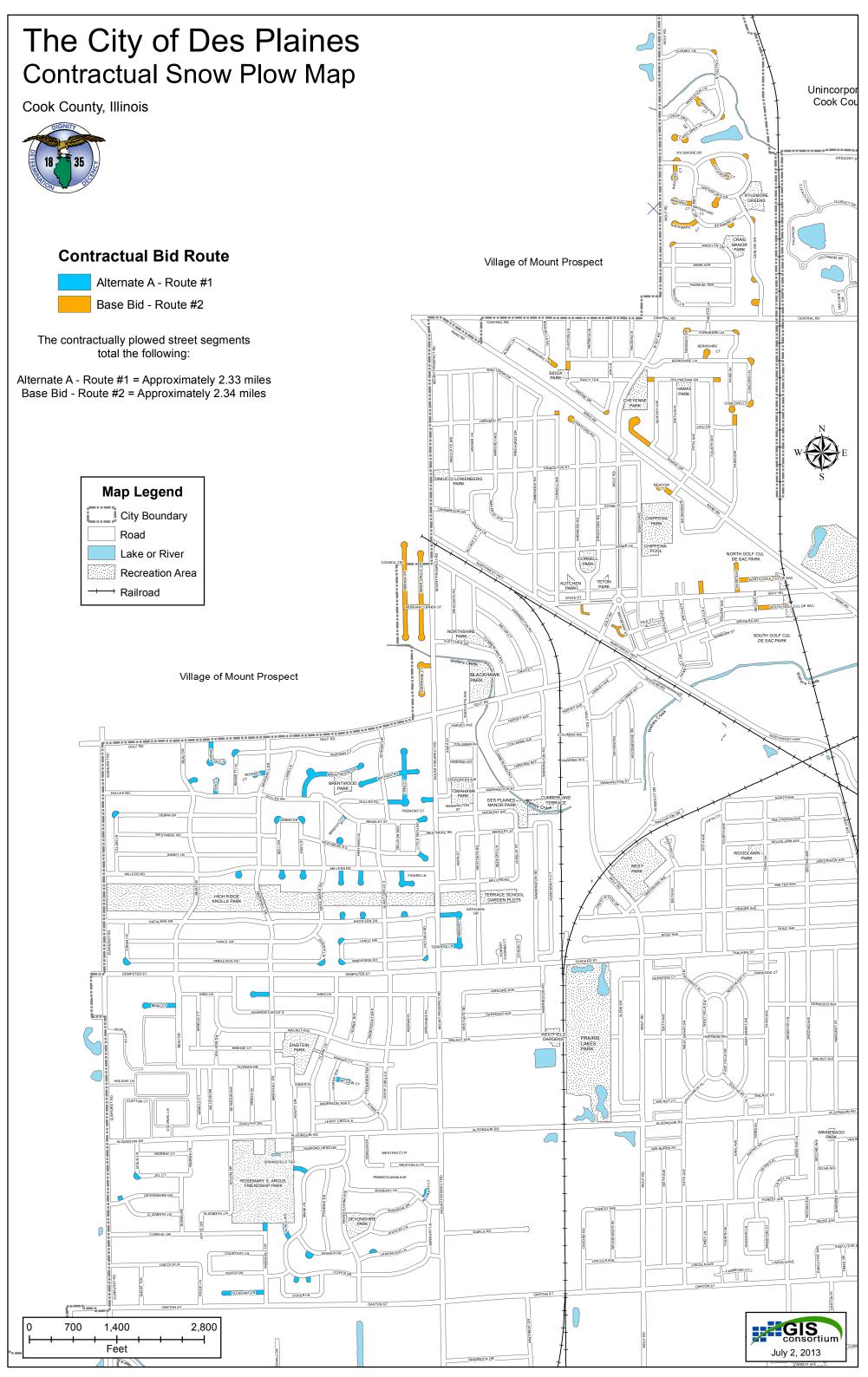


Exhibit A

Page 8 of 13

EXHIBIT B

SPECIAL PROVISIONS

The Contractor shall furnish and provide all labor, materials, tools, equipment, and machinery necessary to perform and complete in a good and workmanlike manner the work required for:

Snow Removal from various roads as assigned by the City.

1. The Work:

.

- a. Clearing of Routes. The selected Bidder ("Contractor") will, when directed by the City, cause its personnel and equipment to travel and operate along, and plow and remove all ice and snow from, the entire length of the City's snow plow routes (each, a "Pass"), which snow plow routes are depicted on Exhibit A to the Contract/Proposal (each, a "Route" and collectively, the "Routes"), all in accordance with the requirements of the Contract/Proposal and these Special Provisions. Each Pass on each Route will be deemed completed when: (i) the Contractor's personnel and equipment have travelled the entire Route; (ii) in the course of travelling the Route, the Contractor's personnel and equipment have completely plowed and cleared all paved surface within the Route of snow and ice to bare pavement from curb to curb; and (iii) the City has determined that the Work complies with the requirements of the Contract/Proposal and these Special Provisions and has accepted the Work in writing. The City may direct the Contractor to perform and complete multiple Passes of the same Route or Routes during a given snow event, but the Contractor will not begin any Pass without prior authorization by the City.
- b. Clearing of Other Locations. The selected Bidder also will, at the direction of the City, plow and remove all ice and snow from paved surfaces at locations within the City other than the Routes ("Additional Locations"), all in accordance with the requirements of the Contract/Proposal and these Special Provisions. The Work at the Additional Locations will be deemed completed when: (i) the selected Bidder has completely cleared each paved surface within the Additional Locations of snow and ice to bare pavement from curb to curb; and (ii) the City has determined that the Work at the Additional Locations complies with the requirements of the Contract/Proposal and these Special Provisions and has accepted such Work in writing.
- c. Salt Application Excluded. The Contractor will NOT be responsible for the application of salt or any other material or treatment to any of the paved surfaces within the Routes or the Additional Locations. The Work only includes plowing and removal of ice and snow from the Routes and any Additional Locations.

2. Pricing Schedule:

- a. Pricing for Work on the Routes. Each Bidder will submit proposed unit prices for each completed Pass along each Route by completing the Schedule of Prices set forth in Exhibit C to the Contract/Proposal ("Schedule of Prices").
- b. Pricing for the Work at the Additional Locations. Each Bidder will submit proposed hourly time and material prices for performing the Work at the Additional Locations by completing the Schedule of Prices.

3. Payment:

- a. **Payment for Work on the Routes.** Payment for the Work on the Routes will be calculated by multiplying (i) the number of Passes through each Route completed by the Contractor and accepted by the City by (ii) the unit price for completing each Pass through each Route set forth in the Schedule of Prices.
- b. **Payment for Work at the Additional Locations.** Payment for the Work at the Additional Locations will be calculated by multiplying (i) the number of hours worked by each vehicle set forth in the Schedule of Prices by (ii) the hourly rate set forth in the Schedule of Prices corresponding to each respective vehicle.
- 4. Notification, Commencement, and Completion: The Contractor and its personnel and equipment will be available to perform all Work as directed by the City and in accordance with the Contract/Proposal and these Special Provisions at all times (seven days per week, 24 hours per day) during the winter season. The Contractor will commence Work no later than one hour after the Contractor receives direction to perform Work from the City. The Contractor will diligently and continuously prosecute all Work until completion. The Contractor will notify the City upon 50 percent completion of each authorized Pass through each Route. If the City directs the Contractor to perform any additional Passes through any of the Routes, the Contractor will commence such Passes no later than one hour after receipt of such direction and will notify the City upon 50 percent completion of each additional authorized Pass. The Contractor will not commence any Pass through any Route without specific prior direction from the City. The Contractor will identify a Superintendent whom the City can reach by telephone 24 hours a day, 7 days a week, for the purpose of directing the Contractor to commence any Work.
- 5. Time to Complete Pass: Each Pass through each Route will be completed in accordance with the following schedule of completion time:

AMOUNT OF SNOW	TIME TO COMPLETE PASS
0 TO 4 INCHES	4 HOURS
4.1 TO 6 INCHES	8 HOURS
6.1 TO 10 INCHES	10 HOURS
10.0 INCHES OR ABOVE	12 HOURS+1 HOUR FOR EACH INCH ABOVE 10 INCHES

The City's private weather notification service. Continental Weather Service, will determine the number of inches of snowfall within the City per each snow event for the purpose of determining the time to complete each Pass pursuant to this Section 5.

6. Equipment:

- a. Necessary Equipment. The Contractor will furnish all vehicles and equipment necessary to perform the Work in accordance with the terms of the Contract/Proposal and these Special Provisions (collectively, the "Equipment"), which Equipment is more fully described in the Schedule of Equipment completed by the Contractor and attached to the Contract/Proposal as Exhibit D. The Contractor represents and warrants that the Equipment will, at all times during the term of the Contract/Proposal, be available for use by the Contractor to perform the Work as directed by the City and in accordance with the Contract/Proposal and these Special Provisions.
- b. Maintenance, Repair, and Replacement. At all times during the Contact/Proposal term, the Contractor will, at its sole cost and expense, keep the Equipment in a good working condition suitable for its intended use to perform the Work. If any Equipment becomes unavailable for use by the Contractor to perform the Work for any reason, the Contractor will, at its sole cost and expense, replace that Equipment with substantially similar Equipment that will be available for use by the Contract/Proposal and these Special Provisions. The Equipment will be clearly marked with the company name and/or logo and the phone number of the Contractor.
- 7. Employees: The Contractor will employ personnel with the training, skills, and experience, and will employ a sufficient number of such personnel, to complete the Work in accordance with the Contract/Proposal and these Special Provisions. Prior to the commencement of the Work, the Contractor will provide a list of all personnel who will perform the Work for the City under the Contract/Proposal. If any personnel will operate Equipment that requires the operator to have a Commercial Drivers' License, the Contractor will furnish to the City evidence acceptable to the City that such personnel has obtained all required licenses and approvals. If any personnel fails to perform the Work in a manner satisfactory to the City or in accordance with the Contract/Proposal and these Special Provisions, the Contractor will immediately upon notice from the City remove and replace such personnel. The Contractor shall have no claim for damages, for compensation in excess of the amount contained in the Schedule of Prices, or for a delay or extension of the Time to Complete Pass as a result of any such removal or replacement.
- Snow and Ice Procedures: In addition to the requirements of the Contract/Proposal and these Special Conditions, the Contractor will perform and complete all Work in accordance with the Salt Institute's snow and ice control procedures.
- General Plowing Instruction: Unless otherwise instructed by the City in writing, the Contractor will perform and complete all Work and Additional Work in accordance with the following instructions:
 - A. The Contractor will not plow or pile snow into, or cause snow to obstruct, driveways, intersections, landscape islands with shrubbery, handicap parking stalls, or fire hydrants.
 - B. The Contractor will clear ice and snow from all paved surfaces from curb to curb.C. The Contractor will clear ice and snow from an entire cul-de-sac pavement area if no center
 - island exists within the cul-de-sac.D. If a center island exists within a cul-de-sac, the Contractor will pile snow on the cul-de-sac islands, not parkways.

Exhibit A

E. The Contractor will not pile snow at any location where piled snow would obstruct the ability of motor vehicle operators and pedestrians to see other motor vehicles and pedestrians approaching and within any intersection or driveway.

10. Mandatory Meetings:

- a. **Pre-Operations Meeting:** Prior to commencing any Work, the Contractor will attend a Pre-Operations Meeting conducted at the Public Works Building, 1111 Joseph Schwab Rd., Des Plaines. The Director of Public Works & Engineering will set the date and time of the Pre-Operations Meeting after execution of the Contract/Proposal by both parties. The Contractor's designated full-time Superintendent must attend the Pre-Operations meeting. At the Pre-Operations Meeting, the following information must be submitted by the Contractor to City staff for their review and approval:
 - i. Superintendent 24-hour emergency phone number, field phone number, pager number and cellular telephone number.
 - ii. List of Subcontractors, including quantity and type of work to be sublet, their qualifications, references and certified copies of their subcontract agreement.
- b. Winter Operations Meetings. The Contractor will, upon request, meet with City staff during the winter season to discuss the performance of the Work. The Superintendent will attend all such meetings.
- 11. Inspection: Bidders are required to inspect the site and to have satisfied themselves as to the condition, the requirements of the location and the obstacles that may be encountered prior to the operation. Any deficiencies related to parkway or road damage must be noted and reviewed with the City.
- 12. Annual Inspections: Contractor and the City will jointly perform annual inspections of the Routes in October and May of each year to determine any damage to public and private property caused by Contractor's performance of the Work. In accordance with Section 1.C of the Contract/Proposal, the Contractor shall be responsible for all damage to any City property and any other property, including without limitation parkway landscaping, curbing, pavement, signs, and mailboxes.

EXHIBIT C

SCHEDULE OF PRICES

BID FOR WORK ON THE ROUTES (DOES <u>NOT</u> INCLUDE SALTING)

	NOSY EEOE/ILOG
COST FOR PLOWING PER PASS- ROUTE 1	\$ 2,004.00
COST FOR PLOWING PER PASS- ROUTE 2	\$ 2,340.00

BID FOR WORK AT THE ADDITIONAL LOCATIONS (DOES <u>NOT</u> INCLUDE SALTING)

VEHICLE MAKE	VEHICLE MODEL	VEHICLE YEAR	MAKE & SIZE OF SNOW PLOW	HOURLY RATES
Chevrolet	К3500	2001	8 1/2' Western_	\$ 130.00
Chevrolet	K2500	2002	8' Western	\$ 130.00
Chevrolet	K3500	2008	8 1/2' Western	\$ 130.00
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Exhibit A



CONSENT AGENDA #5.

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

MEMORANDUM

Date:	August 16, 2021
	Michael G. Bartholomew, City Manager
From:	Dave Anderson, Chief of Police
Subject:	Amendment to IGA with Village of Wheeling establishing a JETSB

Issue: In accordance with the requirements of the Illinois Emergency Telephone System Act, 50 ILCS 750/0.01 (ACT), the Village of Wheeling and the City of Des Plaines find it necessary to amend their joint emergency telephone system board (JETSB) intergovernmental agreement to include a "Public Member".

Analysis: On July 7, 2014, the City of Des Plaines entered into an Emergency Dispatch Services agreement with the Village of Wheeling. Through the agreement, Wheeling operates a full-service emergency dispatch center through which it provides emergency dispatch services on behalf of the City of Des Plaines Police Department. At the direction of the Statewide 9-1-1 Administrator, the parties entered into JETSB Agreement which allows the City of Des Plaines to receive 9-1-1 surcharge revenues and proportional grant funds distributed by the State of Illinois. The City of Des Plaines expends these funds for the maintenance and operation of the Wheeling enhanced 9-1-1 system. The original agreement was amended by the parties on August 6, 2018, to include a representative from the Public Safety Answering Point (PSAP). Staff have now determined that the agreement should be further amended to appoint additional members to the JETSB to meet the "Public Member" requirement of the ACT.

Recommendation: Staff recommend that the City Council approve resolution R-139-21, which will amend and restate the Intergovernmental Agreement establishing a JETSB to meet the "Public Member" requirement of the ACT.

Attachments:

Resolution R-139-21 Exhibit A: Intergovernmental Agreement – Joint Emergency Telephone Systems Board

CITY OF DES PLAINES

RESOLUTION R - 139 - 21

A RESOLUTION APPROVING A SECOND AMENDMENT TO THE AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT ESTABLISING A JOINT EMERGENCY TELEPHONE SYSTEMS BOARD.

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution provides for intergovernmental cooperation between units of local government such as Wheeling and Des Plaines, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, the City of Des Plaines ("Des Plaines") and the Village of Wheeling ("Wheeling") are home rule units of local government; and

WHEREAS, Wheeling operates a full-service emergency dispatch center through which it provides emergency dispatch services on behalf of the Des Plaines Police Department pursuant to an Emergency Dispatch Services Agreement; and

WHEREAS, in accordance with the requirements of the Illinois Emergency Telephone System Act, 50 ILCS 750/0.01, *et seq.* ("*Act*"), Wheeling and Des Plaines entered into a separate intergovernmental agreement, dated April 30, 2017, establishing a joint emergency telephone system board ("*JETSB*") to serve both communities; and

WHEREAS, at the direction of the Statewide 9-1-1 Administrator, the Parties subsequently entered into an Amended and Restated Intergovernmental Agreement dated as of July 17, 2017, which replaced the original agreement in its entirety ("JETSB Agreement"); and

WHEREAS, pursuant to the terms of the JETSB Agreement, the requirements of the Act, and the authority granted by order of the Statewide 9-1-1 Administrator in Case No. 16-C-155, the Parties were authorized to establish a JETSB capable of receiving 9-1-1 surcharge revenues and proportional grant funds distributed by the State of Illinois and expend these funds for the maintenance and operation of the Parties' enhanced 9-1-1 system ("System"); and

WHEREAS, on August 6, 2018 the Parties approved a First Amendment to the JETSB Agreement, which First Amendment added a representative from the Public Safety Answering Point (*"PSAP"*) as a member the JETSB; and

WHEREAS, it is necessary to further amend the composition of the JETSB and the JETSB Agreement to include a "Public Member" as that term is defined in the Act ("Second Amendment"); and

WHEREAS, the City Council has determined that it is in the best interests of the City to approve the Second Amendment to the JETSB Agreement in accordance with this Resolution; and

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

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

SECTION 2: <u>APPROVAL OF SECOND AMENDMENT</u>. The City Council hereby approves the Second Amendment to the JETSB Agreement in substantially the form attached to this Resolution and *Exhibit A*, and in a final form and substance to be approved by the General Counsel.

SECTION 3: <u>AUTHORIZATION OF EXECUTION</u>. The City Council hereby authorizes and directs the Mayor and the City Clerk to execute and seal, on behalf of the City, the Second Amendment.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this _____ day of _____, 2021.

APPROVED this _____ day of _____, 2021.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Restated and Amended IGA with Wheeling to Form JETS Board

{00122035.1}

SECOND AMENDMENT TO AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT ESTABLISHING A JOINT EMERGENCY TELEPHONE SYSTEMS BOARD

THIS SECOND AMENDMENT TO AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT ESTABLISHING A JOINT EMERGENCY TELEPHONE SYSTEMS BOARD is made as of _______, 2021, by and between the VILLAGE OF WHEELING, an Illinois home rule municipal corporation ("Wheeling") and the CITY OF DES PLAINES, an Illinois home rule municipal corporation ("Des Plaines").

NOW THEREFORE, in consideration of the mutual promises of the parties hereto made each to the other and other good and valuable consideration, Wheeling and Des Plaines hereby agree as follows:

Section 1. Background.

- A. Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government such as Wheeling and Des Plaines, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and to use their credit, revenues, and other resources to pay costs related to intergovernmental activities. The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government.
- B. Wheeling and Des Plaines are units of local government.
- C. Wheeling operates a full-service emergency dispatch center through which it provides emergency dispatch services on behalf of the Des Plaines Police Department pursuant to an Emergency Dispatch Services Agreement (the approved by Wheeling and Des Plaines with an effective date of July 7, 2014. Wheeling and Des Plaines subsequently entered into a First Amendment to Emergency Dispatch Services Agreement dated as of August 6, 2018, which, together with the July 7, 2014 Agreement shall be collectively referred to herein as the "**Dispatch Agreement**".
- D. In accordance with the requirements of the Illinois Emergency Telephone System Act, 50 ILCS 750/0.01, *et seq.* ("*Act*"), Wheeling and Des Plaines entered into a separate intergovernmental agreement, dated April 30, 2017, establishing a joint emergency telephone system board ("*JETSB*") to serve both communities.

Exhibit A

- E. At the direction of the Statewide 9-1-1 Administrator, the Parties subsequently entered into an Amended and Restated Intergovernmental Agreement dated as of July 17, 2017 which replaced the original agreement in its entirety ("*JETSB Agreement*").
- F. Pursuant to the terms of the JETSB Agreement, the requirements of the Act, and the authority granted by order of the Statewide 9-1-1 Administrator in Case No. 16-C-155, the Parties were authorized to establish a JETSB capable of receiving 9-1-1 surcharge revenues and proportional grant funds distributed by the State of Illinois ("*Remittances*") and expend these funds for the maintenance and operation of the Parties' enhanced 9-1-1 system ("*System*").
- G. On August 6, 2018 the Parties approved a First Amendment to the Amended and Restated Intergovernmental Agreement Establishing a Joint Emergency Telephone System Board which First Amendment added a representative from the Public Safety Answering Point ("**PSAP**") as a member the JETSB.
- H. It is necessary to further amend the composition of the JETSB to include a "Public Member" as that term is defined in the Act.
- I. Wheeling and Des Plaines have determined that it is in the best interests of each party to further amend the JETSB Agreement to appoint additional members to the JETSB in order to meet the "Public Member" requirement of the Act.

<u>Section 2</u>. <u>Amendment</u>. Section 5 of the JETSB Agreement, entitled "JETSB Composition," shall be, and is hereby, amended as follows: [added text <u>bold and</u> <u>double underlined</u>; deleted text struck through]

"A. Each Party shall have three permanent members of the JETSB (each, a "**Board Member**'), who shall respectively be the Fire Chief, Police Chief, and Finance Director of each Party. In addition, the director or manager of the PSAP serving the JETSB shall also be appointed as a Board Member to represent the interests of the PSAP. <u>Further, each Party, beginning September 1, 2021 shall appoint an elected official to serve as a Board Member. Each elected official will serve as a "Public Member" representing their respective Party in accordance with the Act. The term of an elected official serving on the JETSB shall be determined by the appointing Party.</u>

B. Each Board Member may designate an alternate (each, an "*Alternate*") to attend regular and special Board meetings on his/her behalf, with the same voting power as the JETSB Member.

{00121380.2}

C. At the first meeting of the JETSB in each calendar year, the JETSB shall elect a Chairman from among its members, who shall preside over all JETSB meetings. The term of the Chairman shall be one year. In the absence of the Chairman at any meeting, the JETSB shall elect a temporary chair to preside over the meeting. <u>The representative of the PSAP shall not be eligible to serve as Chairman of the JETSB.</u>

D. At the first meeting of the JETSB in each calendar year, the JETSB shall elect a Secretary from among its Members, who shall be responsible for keeping the JETSB's records and for taking minutes of all JETSB meetings. The term of the Secretary shall be one year.

E. The JETSB's fiscal year shall be from January 1 to December 31."

<u>Section 3.</u> <u>Effect of Amendment</u>. All other terms and provisions of the Dispatch Services Agreement not expressly amended herein shall remain in full force and effect.

IN WITNESS HEREOF, the parties hereto have caused this Amendment to be executed and attested to as of the day and year first above written.

VILLAGE OF WHEELING CITY OF DES PLAINES

By:		By:	
-	Village President	Mayo	or
Attest:	-	Attest:	
	Village Clerk	Ci	ty Clerk

Exhibit A



COMMUNITY AND ECONOMIC Development department

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

MEMORANDUM

Date: August 24, 2021

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

From: Alex Franco, Building Official

Subject: H.R. Green Inc. - Task Order #1 Building Inspections & Plan Review Services - Change Order

Issue: The Community and Economic Development Department (CED) utilizes the services of H.R. Green, Inc. (HR Green) for building inspections, plan reviews, and related services. Staff is requesting a change order to Task Order #1 of the Master Contract to increase the amount of the current purchase order.

Analysis: On January 4, 2021, the City entered into a Master Contract with HR Green to provide various services, procured through task orders. Task Order #1 was executed in early 2021, which provided for HR Green to perform building inspection and plan review services on an as needed basis.

Once Task Order #1 was approved, a purchase order was executed with HR Green in an amount not-to-exceed \$20,000. Due to this year's influx of new single-family homes and residential additions and coupled with the effects of the ongoing Covid-19 pandemic on permit processing; staff increased the number plan reviews and inspections HR Green performs for the City. Staff is planning to continue to utilize HR Green for residential plan reviews and building inspections for the remainder of 2021, which will require the amount of the purchase order to increase. Staff is requesting an additional \$30,000 for the remainder of 2021.

Recommendation: I recommend the City Council approve Resolution R-140-21 approving a Change Order #1 to Task Order #1 under a Master Contract with H.R. Green Inc. for plan review and building inspection services in the not-to-exceed amount of \$50,000.

Attachment:

Attachment 1: Resolution R-140-21

CITY OF DES PLAINES

RESOLUTION R - 140 - 21

A RESOLUTION APPROVING CHANGE ORDER NO. 1 TO TASK ORDER NO. 1 UNDER A MASTER CONTRACT WITH HR GREEN, INC. FOR PLAN REVIEW AND BUILDING INSPECTION SERVICES.

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

WHEREAS, on January 4, 2021, the City Council adopted Resolution No. R-13-21, approving a contract ("*Master Contract*") with HR Green, Inc. ("*Consultant*") to conduct certain engineering and inspection services for large construction projects in the City ("*Services*"), which agreement expires on December 31, 2023; and

WHEREAS, on January 20, 2021, the City entered into Task Order No. 1 under the Master Contract ("*Task Order No. 1*") with Consultant for the performance of the Services during the 2021 fiscal year in the not-to-exceed amount of \$20,000; and

WHEREAS, to date, the City has expended over \$20,000 for the performance of the Services by the Consultant pursuant to Task Order No. 1; and

WHEREAS, the City has identified the need for Consultant to continue performing the Services pursuant to Task Order No. 1 for the remainder of the 2021 fiscal year ("Additional Services"); and

WHEREAS, in accordance with Chapter 10 of Title 1 of the City Code of the City of Des Plaines and the City purchasing policy, City staff has determined that the procurement of the Additional Services does not require competitive bidding because the Additional Services require a high degree of professional skill and judgment; and

WHEREAS, the City and the Consultant desire to enter into Task Change Order Number 1 to Task Order No. 1 ("Change Order No. 1") under the Master Contract for the performance of the Additional Services in the not-to-exceed amount of \$30,000, for a total Task Order No. 1 amount of \$50,000; and

WHEREAS, sufficient funds have been appropriated for use during the 2021 fiscal year to procure the Additional Services in the not-to-exceed amount of \$50,000; and

WHEREAS, the City Council has determined that authorizing the Consultant to perform the Additional Services under the Master Contract pursuant to Task Order No. 1 is: (i) necessary due to an increase in permits, reduction in staff, and the effects of COVID-19; (ii) germane to the Master Contract in its original form as signed; and (iii) in the best interest of the City and authorized by law; **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 hereby incorporated into, and made a part of, this Resolution as findings of the City Council.

<u>SECTION 2</u>: <u>APPROVAL OF CHANGE ORDER NO. 1</u>. The City Council hereby approves Change Order No. 1 to Task Order No. 1 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 CHANGE ORDER NO. 1. The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, Change Order No. 1 to Task Order No. 1.

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

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Change Order No 1 to Task Order No 1 with HR Green for Inspection Services 2021

EXHIBIT A

CHANGE ORDER NO. 1

TASK CHANGE ORDER FOR TASK NUMBER 1

In accordance with Section 4.1 of the Master Contract dated January 4, 2021 between the City of Des Plaines (the "*City*") and HR Green Inc (the "*Consultant*"), the Parties agree to the following Task Change Order for Task Number 1:

- 1. Change in Contracted Services: Building inspections and related services for building projects within the City of Des Plaines.
- 2. Change in Project Schedule (attach schedule if appropriate): On Demand/On-Call
- **3.** Change in Project Completion Date: December 31, 2021.
- **4. Change in Compensation**: Additional services in the not-to-exceed amount of \$30,000, for a total Task Order No. 1 amount of \$50,000.
- 5. Change in Project Specific Pricing (if applicable). N/A

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN UNCHANGED

[signature page follows]

CONSULTANT

Signature City Manager		Signature
		Name (printed or typed)
	_, 2021	, 2021
Date		Date

CITY

Page 5 of 5

CONSENT AGENDA #7.



PUBLIC WORKS AND Engineering department

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

MEMORANDUM

Date:August 26, 2021To:Michael G. Bartholomew, MCP, LEED-AP, City ManagerFrom:Jon Duddles, P.E., CFM, Assistant Director of Public Works and Engineering ADCc:Timothy P. Oakley, P.E., CFM, Director of Public Works & EngineeringSubject:Illinois Department of Transportation – US 14 (Northwest Hwy) at Mount Prospect Road

Issue: The Illinois Department of Transportation (IDOT) has prepared the attached agreement in connection with their proposed improvement at the intersection of US 14 (Northwest Highway) and Mount Prospect Road to facilitate the free flow of traffic and ensure the safety to the motoring public.

Analysis: The general scope of work within Des Plaines consists of traffic signal modernizations, highway lighting, sidewalk widening, shared used paths, extending westbound and northbound left-turn lanes, pedestrian railroad gates, drainage system improvements and other work necessary to complete the improvement with the approved plans and specifications. The City would be responsible for \$135,758 of the cost of the improvements and associated engineering costs.

On October 2, 2018, the City signed a letter of intent with the IDOT for the general project design and local cost participation. The current intergovernmental agreement is based on that letter of intent, and is necessary for the improvement to proceed within IDOT's FY 2020-2025 proposed Highway Improvement Program which is subject to state funding.

Recommendation: We recommend approval of the Intergovernmental Agreement with the Illinois Department of Transportation for the US 14 (Northwest Hwy) at Mount Prospect Road improvements in the amount of \$135,758. Source of funding would be budgeted Capital Projects Funds.

Attachments: Attachment 1 – Executed Letter of Intent Resolution R-141-21 Exhibit A – Intergovernmental Agreement



PUBLIC WORKS AND ENGINEERING DEPARTMENT

1420 Miner Street Des Plaines, IL 60016 P: 847-391-5390 desplaines.org

Date: 10/2/2018

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To: Anthony J. Quigley, P.E. Region One Engineer Illinois Department of Transportation Office of Highways Project Implementation 201 West Center Court Schaumburg, IL 60196-1096

From: Timothy P. Oakley, P.E., CFM Director of Public Works and Engineering 1420 Miner Street, Room 504 Des Plaines, IL 60016

□ Signature

□ For your Approval

Re: Letter of Intent - US Route 14 at Mount Prospect Road

Request for the following action:

For your Records

□ For your

✓ Per your Request
✓ For your Review

Message

Attached is an executed Letter of Intent for the above project.

If you have any questions, please feel free to contact me.

Thank you.

PLAINES ILLINOIS



Illinois Department of Transportation

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

September 28, 2018

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

Dear Mayor, Bogusz:

The Illinois Department of Transportation (Department) has finalized preliminary engineering and environmental studies (Phase I) for the improvement of US Route 14 (US 14) at Mount Prospect Road in the Village of Mount Prospect and the City of Des Plaines in Cook County. This improvement is included in the Department's FY 2019-2024 Proposed Highway Improvement Program. Our current engineering efforts are targeted to enable a contract letting in the middle years of our current multi-year program contingent upon plan readiness, land acquisition, and funding availability through our future annual legislative appropriations. This will serve as a Letter of Intent between the City of Des Plaines (City) and the Department confirming your concurrence with the proposed improvement plan and the cost participation responsibilities for the subject project. This letter supersedes the Letter of Intent dated April 25, 2018.

The general scope of work for this safety improvement consists of intersection improvements including modernizing the existing traffic signal, extending the left turn storage on the east leg, converting the signal phasing at the intersection to left turn on arrow only, and replacing any sidewalks and drainage structures associated with these improvements. This scope of work was discussed in greater detail at our meeting on August 8, 2016 and in letters dated July 9, 2014, August 7, 2014, June 2, 2017, and in emails on January 9, 2018.

Based on previous coordination with the City, specific items identified by the Department requiring cost participation by the City include roadway lighting and bicyclist and pedestrian accommodations.

Roadway Lighting

The existing roadway lighting, consisting of aluminum poles west of the intersection along US 14 is owned and maintained by the Village of Mount Prospect and must be relocated at various locations where it is in conflict with the proposed improvement. East of Mount Prospect Road, in the City of Des Plaines, there is a ComEd pole with lighting which does not meet Illuminating Engineering Society (IES) Standards and should be removed and/or upgraded to current standards. A more detailed analysis in Phase II, contract plan preparation, is needed to determine if the existing lighting poles can be salvaged or if they would need to be replaced.



OCT 01 2018

Des Plaines P.W. & Engr. Dept. Page 3 of 19 The Honorable Matthew Bogusz September 28, 2018 page two

As outlined in the attached Exhibit A, all costs and long-term maintenance associated with roadway lighting within the corporate limits are the City's responsibility. Mount Prospect Road is the dividing line between the Village of Mount Prospect and the City of Des Plaines. Because full intersection lighting would be located on both sides of US 14, the agencies would split the roadway lighting costs equally at 50% each. The Department will use combination traffic signal lighting poles given the complexity of the railroad interconnect, the inclusion of Prospect Avenue into the intersection operations, and the limited space at the intersection sidewalks. The Department will maintain the combination traffic signal poles that have roadway lighting. At our August 8, 2016 meeting, the City expressed interest in including intersection lighting as part of this improvement; as such, the City would be responsible for the cost to install, own and maintain, and be responsible for electric utility energy costs related to the new roadway lighting within their corporate boundaries. The total estimated construction cost for the new intersection lighting with appropriate transition lighting is \$207,000, including a 15% engineering fee. The City's share is approximately \$103,500. In addition, the City must agree to accept long-term responsibility for the administration, control, and maintenance of the roadway lighting within their corporate limits.

Railroad Gates

After further review and consideration, the Department agrees to include and pay the costs of the pedestrian railroad gates as part of the proposed safety improvements at this intersection.

The existing vehicular railroad gates on Mount Prospect Road will not be impacted with this improvement; however, the sidewalks along both sides of Mount Prospect Road do not have pedestrian railroad gates and are required to be included with this improvement. The pedestrian railroad gates will be installed by the UP Railroad with reimbursement by the Department. The UP Railroad will be responsible for all costs associated with routine maintenance of the pedestrian warning devices.

Bicyclist and Pedestrian Accommodations

Within the improvement limits, there are 5-foot wide concrete sidewalks on the north side of US 14 and on both sides of Mount Prospect Road. The sidewalks in the northwest and southwest quadrants include additional aesthetic brick pavers.

The existing sidewalks along the east side of Mount Prospect Road between Warrington Road and Cranbrook Drive, a distance of approximately 675 feet and the sidewalk on the north side of US 14 between Mount Prospect Road and Village Court, a distance of approximately 580 feet, are not currently anticipated to be directly impacted by the proposed improvement. However, the City has requested to widen them to provide for an 8-foot concrete shared-use path.

The local cost share for these upgraded pedestrian and bicyclist facilities is 20% of the construction cost, plus a 15% engineering fee. The estimated cost

The Honorable Matthew Bogusz September 28, 2018 page three

of the shared-use path widening is \$26,355. The Agency's portion would be approximately \$6,065, which includes a 15% engineering fee. If the City is willing to include these bicyclist and pedestrian accommodations as part of this improvement, in addition to their share of the costs associated with construction, the City must agree to accept long term responsibility for the administration, control, reconstruction, and maintenance of the shared-use path.

Utility Relocation

Public utilities, installed in the highway right-of-way via permit and requiring relocation, will be relocated at no expense to the Department. The City will be responsible for relocation of its facilities in conflict with the US 14 safety improvements. Facilities subject to the previously stated condition may include but may not be limited to watermain and fire hydrants as well as storm, sanitary and/or combined sewers. A potential for conflicts exists along the west side of Mount Prospect Road with the 27" storm sewers, and the 12" storm sewers and the 12" watermain under the sidewalk along the east side of Mount Prospect Road. On the north side of US 14 there are conflicts with the 10" watermain and 15" storm sewers. However, a more detailed study of conflicts will be initiated during Phase II, contract plan preparation.

Summary of Estimated Costs

The estimated total cost responsibility for the City, based on the available information collected during the Phase I process is approximately \$109,565 as outlined in the following table. However, this does not include the cost of utilities, which should be pursued independently by the City.

Improvement	Agency Cost	Engineering Fee (15%)	Total City Cost
Shared-use path	\$5,275	\$790	\$6,065
Roadway Lighting	\$90,000	\$13,500	\$103,500
	Total City Costs		\$109,565

At the end of this Letter of Intent, there is an area where you can state your concurrence to the cost participation items outlined above. This Letter of Intent will be used as a basis during Phase II, contract plan preparation, to develop a project agreement between the City and the Department. Please return an original signed copy of this letter within 90 days so we may maintain our project schedule.

The Honorable Matthew Bogusz September 28, 2018 page four

If you have any questions or need additional information, please contact me or Carlos Feliciano, In-House Project Studies Unit Head, at (847) 705-4106.

Very truly yours,

Anthony J. Quigley, P.E.

Region One Engineer

Attachments

cc: Mr. Timothy P. Oakley Mr. John Yonan, Attn: Ms. Jennifer Killen The Honorable Matthew Bogusz September 28, 2018 page five

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Project and Environmental Studies

U.S. Route 14 At Mount Prospect Road / Prospect Avenue Cook County

Concur with project scope: Yes No

Concur with shared-use path scope, costs, and long-term maintenance: X Yes No

Concur with roadway lighting scope, costs, and long-term maintenance: X Yes No

ame: Timothy P. Oakley
ignature: P Da
ille: Director of Public Works & Engineering
ate: /0-2-2018

Comments:

SUGGESTED RESOLUTION LANGUAGE FOR NON-PARTICIPATING LOCAL AGENCIES

WHEREAS, The Illinois Department of Transportation (Department) has the power to approve and determine the final plans, specifications and estimates for all State highways; and

WHEREAS, the Department's projects must adequately meet the State's transportation needs, exist in harmony with their surroundings, and add lasting value to the communities they serve; and

WHEREAS, the Department must embrace principles of context sensitive design and context sensitive solutions in its policies and procedures for the planning, design, construction, and operation of its projects for new construction, reconstruction, or major expansion of existing transportation facilities by engaging in early and ongoing collaboration with affected citizens, elected officials, interest groups, and other stakeholders to ensure that the values and needs of the affected communities are identified and carefully considered in the development of transportation projects; and

WHEREAS, Bicyclist and pedestrian ways must be given full consideration in the planning and development of transportation facilities, including the incorporation of such ways into State plans and programs; and

WHEREAS, The State's complete streets law requires bicyclist and pedestrian ways to be established in or within one mile of an urban area in conjunction with the construction, reconstruction, or other change of any State transportation facility, except in pavement resurfacing projects that do not widen the existing traveled way or do not provide stabilized shoulders, or where approved by the Secretary of Transportation based upon documented safety issues, excessive cost or absence of need; and

WHEREAS, During the development of highway projects throughout the State, the Department gives consideration to accommodating bicyclists and pedestrians on a need-basis; and

WHEREAS, The Department has presented the local agency, for its consideration, a bicyclist and/or pedestrian improvement with funding to be split 80% State, 20% local with maintenance to be provided by the local agency; therefore, be it

RESOLVED, That the local agency hereby rejects the Department's proposed bicyclist and/or pedestrian improvement and acknowledges that such rejection will result in a cancellation of the proposed improvement; and be it further

RESOLVED, That a suitable copy of this resolution be presented to the Project Engineer associated with the proposal, or his or her equivalent, within the Department.

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CITY OF DES PLAINES

RESOLUTION R - 141 - 21

A RESOLUTION APPROVING AN AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR SAFETY IMPROVEMENTS AT US ROUTE 14 AND MOUNT PROSPECT ROAD.

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 of Des Plaines (*"City"*) is an Illinois home-rule municipal corporation pursuant to Article VII, Section 6 of the Illinois Constitution; and

WHEREAS, the Illinois Department of Transportation ("IDOT") plans to make improvements at its intersection of US Route 14 (Northwest Highway) and Mount Prospect Road located in the City of Des Plaines and the Village of Mount Prospect (collectively, "Project"); and

WHEREAS, the Project includes traffic signal modernizations, the extension of westbound and northbound left turn lanes, sidewalk widening, drainage system improvements, highway lighting, shared-use paths, pedestrian railroad gates, and any collateral and incidental work necessary to complete the Project in accordance with the approved plans and specifications; and

WHEREAS, in order to complete the Project, IDOT requested that the City enter into an agreement in order to set forth the parties' respective responsibilities and obligations regarding the Project (*"Agreement"*); and

WHEREAS, pursuant to the Agreement, the City will pay IDOT for a portion of the engineering, shared-use path and roadway lighting, in the estimated amount of \$135,758, or so much thereof as may be necessary ("City Share"); and

WHEREAS, the City will, in accordance with the Agreement, pay 80% of the City Share to IDOT when the contract for the Project is awarded and will pay the remaining 20% upon the completion of the Project based upon final costs; and

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

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.

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

SECTION 3: EXECUTION OF AGREEMENT. The Mayor and City Clerk are hereby authorized and directed to execute and seal, on behalf of the City, the final Agreement.

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

PASSED this _____ day of _____, 2021.

APPROVED this _____ day of _____, 2021.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving IGA with IDOT for Safety Improvements at US Rt 14 and Mt Prospect Rd

FAU 3512 / US 14 (Northwest Highway) At Mount Prospect Road / Prospect Avenue State Section: 2019-006-N Cook County Job No. : C-91-330-19 Contract No.: 62H87 JN-122-002

AGREEMENT

This Agreement entered into this _____day of _____, 2021 A.D., by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the STATE, and the CITY OF DES PLAINES of the State of Illinois, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the STATE, in order to facilitate the free flow of traffic and ensure safety to the motoring public, is desirous of improving FAU 3512 / US 14 (Northwest Highway) at its intersection with Mount Prospect Road, STATE Section 2019-006-N, STATE Job No.: C-91-330-19, State Contract Number 62H87 as follows:

The proposed scope of work includes traffic signal modernizations, highway lighting, sidewalk widening, shared use paths, extending westbound and northbound left turn lanes, pedestrian railroad gates, drainage system improvements and all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the CITY is desirous of said improvement in that same will be of immediate benefit to the CITY residents and permanent in nature;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

- The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the approved plans, specifications and contract.
- 2. The STATE agrees to pay for all right of way, construction and engineering cost subject to partial reimbursement by the CITY, as hereinafter stipulated.
- 3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as shown on Exhibit A attached hereto and made a part hereof.
- 4. The CITY has passed a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as Exhibit B and made a part hereof. The CITY agrees that upon award of the contract for this improvement, the CITY will pay to the STATE, in a lump sum from any funds allotted to the CITY, an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to said STATE the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project, based upon final costs.
- The CITY further agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in Exhibit B proves to be insufficient to cover said cost.
- 6. The CITY has adopted a resolution, will send a letter, or sign the Plan Approval page which is part of this document, prior to the STATE advertising for the work to be performed hereunder, approving the plans and specifications as prepared.

- The CITY agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along US 14 without the consent of the STATE.
- 8. The CITY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
- 9. The CITY agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.
- 10. All CITY owned utilities, on STATE right of way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the "Accommodation of Utilities of Right of Way of the Illinois State Highway System." (92 III. Adm. Code 530).
- 11. Upon final field inspection of the improvement and so long as US 14 is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the median, the through traffic lanes, the left-turn lanes and right turn lanes, and the curb and gutter, stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes.
- 12. Upon final field inspection of the improvement, the CITY agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including new and existing sidewalks, shared-use paths, parkways, crosswalk and stopline markings, CITY owned utilities including appurtenances thereto, highway lighting including electrical energy, and shall provide routine maintenance of the storm sewers and appurtenances by performing those functions necessary to keep the sewer in a serviceable condition, including cleaning sewer lines, inlets, manholes, and catch basins along with the repair or replacement of inlet, manhole and catch

Exhibit A

basins' frames, grates or lids. The maintenance, repair and/or reconstruction of storm sewers constructed as part of this improvement beyond the aforedescribed responsibilities shall be that of the STATE.

- 13. The CITY further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of US 14 and Mount Prospect Road. Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall be the joint maintenance responsibility of the STATE and the CITY unless there is an agreement specifying different responsibilities.
- 14. Upon acceptance by the STATE of the traffic signal work included herein the financial responsibility for maintenance and electrical energy for the operation of the traffic signals shall continue as listed in the current Master Agreement between the STATE and CITY.
- 15. It is mutually agreed that the actual traffic signal maintenance will be performed by the STATE either with its own forces or through an ongoing contractual agreement.
- 16. It is mutually agreed, if, in the future, the STATE or Cook County adopts a roadway or traffic signal improvement passing through the traffic signals included herein which requires modernization or reconstruction to said traffic signals then the CITY agrees to be financially responsible for its share of the costs to relocate or reconstruct the traffic signals and all costs to relocate the emergency vehicle detection equipment in conjunction with the STATE's or County's proposed improvement.
- 17. Under penalty of perjury, the CITY certifies that its correct Federal Tax Identification number is 36-6005849 and it is doing business as a GOVERNMENTAL ENTITY, whose mailing address is:

CITY OF DES PLAINES 1420 Miner Street Des Plaines, IL 60016 Obligations of the STATE and the CITY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

CITY OF	DES PLAINES
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		By:
		By: (Signature)
Attest:		By: (Print or Type)
		(Print or Type)
	Clerk	Title:
	(SEAL)	Date:
		STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION
		By: Jose Rios, P.E. Region One Engineer
		Date:
		Job No.: C-91-330-19 Agreement No.: JN-122-002

WHEREAS, in order to facilitate the improvement of FAU 3512 / US 14 at Mount Prospect Road, Contract No. 62H87, State Section 2019-006-N, the CITY agrees to that portion of the plans and specifications relative to the CITY's financial and maintenance obligations described herein, prior to the STATE's advertising for the aforedescribed proposed improvement.

Approved_	 	 	
Title			
Date			

		EST	EXHIBIT A ESTIMATE OF COST	T A Contract 62H87	2H87				
	FEDERAL		STATE		VILLAGE OF MOUNT PROSPECT	JF MOUNT PECT	CITY OF DES PLAINES	PLAINES	TOTAL
Type of Work	Ş	%	\$	%	φ	%	÷	%	Ŷ
All roadway work excluding the following:	\$1,680,000	80%	\$420,000	20%					\$2,100,000
P&C Engineering (15%)	\$252,000	80%	\$63,000	20%					\$315,000
TRAFFIC SIGNALS US 14 at Mt Prospect Road/Prospect	\$461 700	200%	\$41.040	8%	\$10.260	706			\$513 000
Avenue P&C Engineering (15%)	\$69,255	%06	\$6,156	8%	\$1,539	2%			\$76,950
Emergency Vehicle Pre-emption System					\$14,000	100%			\$14,000
P&C Engineering (15%)					\$2,100	100%			\$2,100
Traffic Signal Painting					\$11,650	100%			\$11,650
HIGHWAY LIGHTING									
Intersection Lighting W of Mt Prospect Road (Mt Prospect)					\$76,900	100%			\$76,900
P&C Engineering (15%)					\$11,535	100%			\$11,535
Intersection Lighting E of Mt Prospect Road (Des Plaines)							\$111,900	100%	\$111,900
P&C Engineering (15%)							\$16,785	100%	\$16,785
PEDESTRIAN ACCOMMODATIONS									
Shared Use Path - W side Mt Prospect Road	\$16,880	80%			\$4,220	20%			\$21,100
P&C Engineering (15%)	\$2,532	80%			\$633	20%			\$3,165
Shared Use Path - E side Mt Prospect Road & N side US 14	\$24,600	80%					\$6,150	20%	\$30,750
P&C Engineering (15%)	\$3,690	80%					\$923	20%	\$4,613
TOTAL	\$2,510,657	57	\$530,196	96	\$132,837	2,837	\$135,758	758	\$ 3,309,448
NOTE: Local participation shall be predicated upon the pfinal quantities times contract unit price plus	ted upon the per unit price plus th	rcentage ie percer	percentages shown above for the specified work. Local Agency cost shall be determined by m the percentage shown for construction and/or preliminary engineering unless otherwise noted.	or the spection	ified work. Lu and/or prelir	ocal Agency ninary engin	cost shall be clearing unless	determined otherwise r	percentages shown above for the specified work. Local Agency cost shall be determined by multiplying the the percentage shown for construction and/or preliminary engineering unless otherwise noted.

"Exhibit B" FUNDING RESOLUTION

WHEREAS, the CITY OF DES PLAINES (CITY) has entered into an AGREEMENT with the STATE OF ILLINOIS (STATE) for the improvement of FAU 3512 / US 14 at Mount Prospect Road, known as State Section 2019-006-N, Contract No. 62H87, and

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the CITY to appropriate sufficient funds to pay its share of the cost of said improvement.

NOW THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of One Hundred Thirty Five Thousand Seven Hundred Fifty Eight Dollars (\$135,758.00), or so much thereof as may be necessary, from any money now or hereinafter allotted to the CITY, to pay its share of the cost of this improvement as provided in the AGREEMENT; and

BE IT FURTHER RESOLVED, that upon award of the contract for this improvement, the CITY will pay to the STATE in a lump sum from any funds allotted to the CITY, an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to said STATE the remainder of the obligation in a lump sum, upon completion of the project, based on final costs.

BE IT FURTHER RESOLVED, that the CITY agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient, to cover said cost.

STATE OF (ILLINOIS) COUNTY OF (COOK)

I, _____, CITY Clerk in and for the CITY OF DES PLAINES, hereby certify the foregoing

to be a true perfect and complete copy of the resolution adopted by the CITY COUNCIL at a meeting on

_____, 2021 A.D.

IN TESTIMONY WHEREOF, I have hereunto set my hand seal this _____ day of _____, 2021 A.D.

CITY Clerk

(SEAL)



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: August 19, 2021

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

From: John T. Carlisle, AICP, Economic Development Manager \mathcal{F}

Subject: Requested Extension of Approval – Preliminary Planned Unit Development (PUD) for 414 E. Golf Road, Case #20-031-PPUD-TSUB-CU-MAP

Issue: Petitioner Cumberland Crossing, LLC, which is proposing a 348-unit multiple-family residential development with a free-standing commercial out-lot at 414 E. Golf Road, is requesting an extension from the City Council to submit a Final Plat of PUD. Ordinance Z-23-20, passed March 15, 2021, approved the preliminary PUD but allowed only 180 days to submit a Final Plat: a submission deadline of September 12.

Analysis: Z-23-20 granted a Preliminary Planned Unit PUD, Tentative Plat of Subdivision, and Map Amendment. Section 12-3-5.D.3 of the Zoning Ordinance states "...*the preparation of the final plat, which shall be submitted by the developer <u>not later than 12 months (or such additional time as may be authorized by resolution of the city council)</u> after approval of the preliminary plat...", but approving Ordinance Z-23-20 allowed 180 days instead of 12 months.*

The petitioner's greatest task to prepare a Final Plat of PUD is to complete detailed engineering (final engineering). For this project, Illinois Department of Transportation (IDOT) is heavily involved and must approve intersection design at Golf Road and Wolf Road. The petitioner informs they submitted materials to review to IDOT in April and did not receive response comments until August 12 (Attachment 2). Therefore, it will be infeasible to prepare and submit a Final Plat by September 12.

Recommendation: The City Council may pass a resolution extending the time period if it finds additional time is warranted. Although staff expects a prompter submission, staff recommends extending the deadline to March 15, 2022, which is 12 months from the date of the approving Ordinance for the PUD and would mirror the typical requirement of the Zoning Ordinance.

Attachments:

Attachment 1: Extension Request Attachment 2: Comments from IDOT, dated August 12, 2021 Attachment 3: Approving Ordinance Z-23-20 Resolution R-142-21 Granting an Extension of the Approval for the Preliminary PUD for 414 E. Golf Road Mack Law Group 1363 Shermer Rd., Suite 210 Northbrook, IL 60062 Telephone: 847.239.7212

> Charles Mack Email: <u>charles@mlgcounsel.net</u>

August 20, 2021

John T. Carlisle, AICP Economic Development Manager City of Des Plaines, Illinois 1420 Miner Street Des Plaines, IL 60016

> Re: 414 E. Golf Rd. Ordinance Z – 23 – 20

Dear Mr. Carlisle,

Cumberland Crossing LLC is requesting an extension of the time period to submit a final plat of PUD for 414 E. Golf Rd. to and including March 15, 2022.

As you are aware, one of the conditions of approval of the final plat is the approval of the Illinois Department of Transportation to the modifications to the interchange and the creation of a signalized interchange at the intersection of the property and Golf Road. Today, we received preliminary comments from the Illinois Department of Transportation, which the City of Des Plaines was also copied on. We are in the process of reviewing the comments. Cumberland Crossing LLC needs additional time to review and respond to the comments as proposed by the Illinois Department of Transportation as well as coordinate with the City.

We would greatly appreciate the extension.

We understand that the request for the extension will be heard at the City Council meeting on September 7, 2021. If you require additional information or require our attendance, please advise.

If you wish to discuss this matter, please call.

Sincerely Charles Mack



Illinois Department of Transportation

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

PERMITS

Location: IL 58 North of Intersection with S. Wolf Road Municipality: City of Des Plaines, Cook County Re: Cumberland Crossing TOD Mixed Use Development Reference No: 016-100658 RECEIVED

August 12, 2021

AUG 1 6 2021

Mr. Luay Aboona, P.E., PTOE Kenig, Lindgren, O'Hara, Aboona, Inc. 9575 West Higgins Road Suite 400 Rosemont, IL 60018

Des Plaines P.W. & Engr. Dept.

Dear Mr. Aboona:

We have completed our review of your Traffic Impact Study for the subject location. We offer the following comments:

Bureau of Traffic Operations – Traffic Programs Section

- With the addition of the fourth leg to the intersection and an eastbound left turn lane, westbound left turn vehicles will have a difficult time seeing around opposing left turning vehicles. Due to this sight restriction, the eastbound and westbound left turn movements should be converted to left turn on green arrow only. To mitigate the change, a dual westbound left turn lane would be required.
- 2. With the addition of the fourth leg to the intersection, dedicated left turn lanes should be provided on the northbound and southbound approaches. It is recommended to provide a dedicated left turn lane and a shared right-through lane on the new north leg and a dedicated left turn lane, through lane and right turn lane on the south leg by installing a new northbound right turn lane within the existing public right of way.
- The Department will only allow protected/permissive phasing for a configuration with a dedicated left turn lane on the north leg. No configuration will be allowed that requires a split phase operation on the northbound and southbound approaches.
- 4. Has the traffic impact study been reviewed by the Illinois Commerce Commission (ICC)? Due to the proximity of the intersection to the at grade railroad crossing on the west leg, a review by the ICC would be required.
- 5. Is there a tenant ready to occupy the retail building at location "I" on the site plan? If so, can the tenant information be provided? There is

Location: IL 58 North of Intersection with S. Wolf Road Reference No: 016-100658 August 11, 2021 Page 2

concern with internal queuing on site at this location that may impact internal operations and possibly operations on IL Route 58.

Bureau of Programming – Geometric Studies Unit

 The proposed signal operations for the IL 58 at Wolf Rd from the TIS are not realistic. Now that a 4th leg is proposed, the EB and WB lefts along IL 58 should go together. As such, to properly accommodate the traffic volumes at this intersection WB dual lefts should be provided. A WB right-turn lane should also be provided if possible. Attached is ROW information for this area.

Please revise the Traffic Impact Study in accordance with the above comments and resubmit two (2) copies to continue the review process. In addition to hard copies, it is also recommended to send files electronically to Jeffrey.Snape@illinois.gov.

If you have any questions regarding this matter, please contact Jeffrey Snape at 847-705-4803.

Very truly yours,

1

Jose Rios, P.E. Region One Engineer

I. M.

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

cc. City of Des Plaines

CITY OF DES PLAINES

ORDINANCE Z-23-20

AN ORDINANCE APPROVING A PRELIMINARY PLANNED UNIT DEVELOPMENT, TENTATIVE PLAT OF SUBDIVISION, AND MAP AMENDMENT, FOR 414 E. <u>GOLF</u> <u>ROAD. (Case #20-031-PPUD-TSUB-CU-MAP).</u>

WHEREAS, the Cumberland Crossing, LLC ("Petitioner") is the current record title holder of that certain real property consisting of approximately 6.49 acres, located in the M-1, Limited Manufacturing District, commonly known as 414 E. Golf Road, Des Plaines, Illinois (the "Subject Property"); and

WHEREAS, the Subject Property is currently improved with a 106,846-square foot vacant industrial building, 78 space surface parking area, a commercial cell tower facility with enclosure, and public access road to the Metra commuter parking lot; and

WHEREAS, the Petitioner intends to redevelop the Subject Property with (i) a five-story, 348-unit apartment building, served by 448 parking spaces (395 internal and 53 surface), and multiple activity areas for residents; and (ii) a one-story, 2,000-square foot commercial building with patio area and drive-through, served by thirteen parking spaces (collectively, the "Development"); and

WHEREAS, the Petitioner also plans to relocate an existing commercial cell tower facility including the appurtenant equipment enclosure to another portion of the Subject Property pursuant to a revised easement agreement; and

WHEREAS, pursuant to Sections 12-3-4, 12-3-6, 12-3-7 and 12-3-5 of the City of Des Plaines Zoning Ordinance ("Zoning Ordinance") and Title 13 of the City Code of the City of Des Plaines, as amended ("Subdivision Regulations"), the Petitioner filed, with the consent of the City, an application with the City for the approval of: (i) an application with the City for the approval of a map amendment to the "Zoning Map of the City of Des Plaines" ("Zoning Map") to rezone the Subject Property from the M-1 District to the C-3 General Commercial District ("C-3 District") ("Proposed Map Amendment"); (ii) a tentative plat of subdivision for the entire Subject Property prepared by SPACECO Inc., consisting of four sheets, with a latest revision date of August 31, 2020 ("Proposed Tentative Plat of Subdivision"); (iii) a preliminary plat of planned unit development of the Development Parcel ("Proposed Preliminary Plat of PUD"); and (iv) multiple PUD exceptions (collectively, the "Requested Relief"); and

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

WHEREAS, within ninety (90) days after the date of the Petitioner's application, a public

hearing was held by the PZB on September 22, 2020 pursuant to publication in the *Journal & Topics* on September 2, 2020; and

WHEREAS, notice of the public hearing was mailed to all property owners within 300 feet of the Subject Property; and

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

WHEREAS, pursuant to Section 12-3-5 of the Zoning Ordinance, the PZB filed a written report with the City Council on September 23, 2020, summarizing the testimony and evidence received by the PZB and stating by a vote of 5-2 of: (i) its recommendation to approve the Proposed Map Amendment; (ii) its approval of the Proposed Tentative Plat of Subdivision for the Subject Property; (iii) its recommendation to approve the Proposed Preliminary Plat of PUD for the Development Parcel; (iv) its recommendation to approve the PUD exceptions requested by the Petitioner subject to certain conditions; and

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

WHEREAS, the City Council has considered the written report of the PZB, the applicable standards for planned unit developments set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated February 10, 2021, and has determined that it is in the best interest of the City and the public to approve the Requested Relief in accordance with the provisions of this Ordinance;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Des

Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1. RECITALS. The recitals set forth above are incorporated herein by reference

and made a part hereof, the same constituting the factual basis for the approval of the Proposed Preliminary

Plat of PUD.

SECTION 2. LEGAL DESCRIPTION OF THE SUBJECT PROPERTY. The

Subject Property is legally described as:

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

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

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18, THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 18, FOR A DISTANCE OF 1185.2 FEET; THENCE EASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 102 DEGREES 23 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 2437.1 FEET; THENCE NORTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 51 DEGREES 35 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 126.1 FEET TO THE POINT OF BEGINNING WHICH IS ON THE NORTH RIGHT OF WAY LINE SEEGER ROAD; THENCE EASTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE WHICH FORMS AN ANGLE OF 45 DEGREES 05 MINUTES TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 84.7 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 45 DEGREES 05 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 430.2 FEET TO A POINT WHICH IS ON THE CHICAGO AND NORTHWESTERN RAILWAY RIGHT OF WAY LINE: THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE WHICH FORMS AN ANGLE OF 84 DEGREES 22 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 120.6 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 95 DEGREES 38 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 549.8 FEET TO A POINT ON THE AFORESAID NORTH RIGHT OF WAY LINE OF SEEGER ROAD; THENCE EASTERLY ALONG SAID NORTH RIGHT OF WAY LINE WHICH FORMS AN ANGLE OF 45 DEGREES 05 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 84.7 FEET MORE OR LESS TO THE POINT OF BEGINNING: AND ALSO EXCEPTING FROM SAID TRACT THAT PART THEREOF LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF THE RIGHT OF WAY OF

WOLF-GOLF ROAD;

IN SEEGERS SUBDIVISION OF PART OF THE SOUTH ½ OF FRACTIONAL SECTION 7 AND PART OF THE NORTH ½ OF FRACTIONAL SECTION 18, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS PURSUANT TO THAT PLAT OF SUBDIVISION RECORDED NOVEMBER 21, 1917 AS DOCUMENT NO. 6234083.

PARCEL 2:

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

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

SECTION 3. APPROVAL OF PROPOSED MAP AMENDMENT. Pursuant to

Section 12-3-7 of the Zoning Ordinance, the City Council has considered the factors relevant to the approval of map amendments and has determined that the procedure for the review of map amendments has been satisfied. The City Council hereby approves the Proposed Map Amendment, and the Zoning Map is hereby amended to rezone the Subject Property from the M- 1 Limited Manufacturing District to the C-3 General Commercial District.

SECTION 4. APPROVAL OF PROPOSED PRELIMINARY PLAT OF PUD.

Subject to and contingent upon the conditions set forth in Section 8 of this Ordinance, and pursuant to Section 12-3-5 of the Zoning Ordinance, the City Council hereby approves the Proposed Preliminary Plat of PUD, which consists of the following plans:

Preliminary Planned Unit Development Plat for Cumberland Crossing, consisting of one sheet, prepared by SPACECO Inc., and with a latest revision date of February 11, 2021;

- B. Preliminary Site Improvement Plans for Cumberland Crossing, consisting of four sheets, prepared by SPACECO Inc., and with a latest revision date of February 10, 2021; and
- Floor Plans and Elevations for Cumberland Crossing, consisting of nine sheets, prepared by Studio 222 Architects, and with a latest revision date of February 10, 2021.

(collectively, the "Proposed Preliminary Plat of PUD") copies of which are attached to and, by this reference, made a part of this Ordinance as Exhibit A. The City Council hereby directs the Zoning Administrator to accept the Proposed Preliminary Plat of PUD for the Subject Property, subject to and contingent upon the conditions set forth in Section 8 of this Ordinance.

SECTION 5. ACKNOWLEDGEMENT OF REOUEST FOR EXCEPTIONS. The

City Council hereby acknowledges that pursuant to Section 12-3-5.C of the Zoning Ordinance, the Petitioner has requested, and the Proposed Preliminary Plat of PUD contemplates, the following exceptions to the bulk regulations of the C-3 General Commercial District:

- A. To permit a maximum building height of 59 feet 10 inches, where a maximum height of 45 feet is allowed in C-3 General Commercial District as set forth in Section 12 7-3 F of the Zoning Ordinance; and
- B. To permit a minimum lot area exception of 812.5-square feet per unit where the minimum lot area is 1,815-square feet per unit as set forth in Section 12-3-5-1.D.1 of the Zoning Ordinance.

(collectively, "Proposed Exceptions"). At the time of consideration of a proposed final plat of planned unit development ("Final Plat of PUD") for the Subject Property, a final plat of subdivision for the Subject Property, and a final development plan for the Subject Property, the

Attachment 3

City Council will consider the Proposed Exceptions.

SECTION 6. SUBMISSION OF FINAL PLAT OF PLANNED UNIT DEVELOPMENT AND FINAL PLAT OF SUBDIVISION. Pursuant to and in accordance with Section 12-3-5.D.3 of the Zoning Ordinance and Section 13-2-4 of the Subdivision Code, the adoption of this Ordinance authorizes the Petitioner to submit a Final Plat of PUD and a final plat of subdivision for the Subject Property to the City.

SECTION 7. EFFECT OF APPROVAL OF PROPOSED PRELIMINARY PLAT

OF PUD. Pursuant to Section 12-3-5.D.3 of the Zoning Ordinance, the approval of the Proposed Preliminary Plat of PUD for the Development Parcel, as provided in Section 4 of this Ordinance, will not be deemed or interpreted as authorizing or entitling the development or the improvement of the Subject Property in any manner whatsoever unless and until the City Council approves, by ordinance or resolution duly adopted, as the case may be: (i) a conditional use permit for a planned unit development for the Subject Property, pursuant to Section 12-3-5.D.5 of the Zoning Ordinance; and (ii) a final plat of subdivision for the Subject Property, pursuant to Section 13-2-8 of the Subdivision Regulations. Nothing herein will be deemed or interpreted as obligating or requiring the City Council to approve a conditional use permit for a planned unit development or a final plat of subdivision. Further, the City Council has no obligation to consider or approve a conditional use permit for a planned unit development or a final plat of subdivision unless and until:

A. The Petitioner complies with the applicable procedures for the review and approval of a Final Plat of PUD for the Development Parcel, as set forth in Section 12-3-5.D.5 of the Zoning Ordinance; and

B. The Petitioner complies with the applicable procedures for review and approval of a final plat of subdivision for the Subject Property, as set forth in Chapter 2 of the Subdivision Regulations.

SECTION 8. CONDITIONS OF APPROVAL. The approval of the Proposed Preliminary Plat of PUD granted pursuant to Section 3 of this Ordinance is expressly subject to and contingent upon compliance by the Petitioner with each and all of the following conditions, all at the sole cost and expense of the Petitioner:

- A. The Petitioner must prepare and submit to the City: (i) a Final Plat of PUD for the Subject Property that meets all the requirements of Section 12-3-5 and Section 12-14-5 (Minimum Submittal requirements for PUDs) of the Zoning Ordinance; and (ii) a final plat of subdivision for the Subject Parcel; that meets all the requirements of the Subdivision Regulations.
- B. The Petitioner will commission and provide to the City a full traffic study, including all site access points and required content approved by IDOT, at time of Final Planned Unit Development.
- C. That a 10-foot wide side path must be constructed by the Petitioner along the Golf Road and Wolf Road frontages of the Subject Property within the public right-ofway, tying into the Cumberland Metra parking lot at the north of the Subject Property.
- D. That any and all governing documents for the Development including covenants, conditions, and restrictions, or operating reciprocal easement agreements must be submitted to and approved by the City's General Counsel prior to the recording of any Final PUD Plat or Final Plat of Subdivision.

- E. A fire hydrant will be required within 100 feet of the Des Plaines Fire Department sprinkler connection at the proposed restaurant building.
- F. All proposed improvements and modifications shall be in full compliance with all applicable regulations, codes, and ordinances. All Engineering, Landscape, and Building plans will be updated or modified to comply with requirements in effect at the time of approval of the Final PUD Plat.
- G. The Petitioner must, as part of the Development, reconstruct at its cost and expense, the Golf Road/ Wolf Road/ Seegers Road intersection when adding a fourth leg to accommodate northbound and southbound traffic on Wolf Road. The Final Engineering Plans and Final Plat of PUD shall incorporate plans depicting the reconstruction of this intersection and shall be approved by all agencies having jurisdiction over the roads connecting to the intersection.
- H. The Petitioner must obtain approval of its final engineering plans for the Subject
 Property from the City of Des Plaines Public Works and Engineering Department.
- I. The final plans submitted with the Final Plat of PUD shall be in substantial compliance with the Preliminary Plat of PUD.

SECTION 9. TIME PERIOD FOR SUBMISSION OF FINAL PLAT OF PLANNED UNIT DEVELOPMENT AND FINAL PLAT OF SUBDIVISION. Pursuant to and in accordance with Section 12-3-5.D.3 of the Zoning Ordinance and Section 13-2-10.B of the Subdivision Regulations, respectively, the Petitioner must submit for review and approval by the City: (a) a Final Plat of PUD for the Subject Property no later than the date that is 180 days after the effective date of this Ordinance; and (b) a final plat of subdivision for the Subject Property no later than the date that is 12 months after the effective date of the approval of the Proposed Tentative Plat of Subdivision by the PZB.

Attachment 3

SECTION 10. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

SECTION 11. SEVERABILITY. If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

PASSED this <u>15th</u> day of <u>March</u>, 2021. APPROVED this <u>15th</u> day of <u>March</u>, 2021. VOTE: AYES <u>5</u> NAYS <u>3</u> ABSENT <u>0</u>

ATTEST:

MAYOR

CITY CLERK, Deputy

Published in pamphlet form this 16^{tL} day of March, 2021.

Laura Inst CITY CLERK, Deputy

Approved as to form:

- Knire churgen

Peter M. Friedman, General Counsel

CITY OF DES PLAINES

ORDINANCE Z-23-20

AN ORDINANCE APPROVING A PRELIMINARY PLANNED UNIT DEVELOPMENT, TENTATIVE PLAT OF SUBDIVISION AND MAP AMENDMENT FOR 414 E GOLF ROAD (CASE #20-031-PPUD-TSUB-CU-MAP)

ADOPTED ON MARCH 15, 2021 BY THE CITY COUNCIL OF THE CITY OF DES PLAINES

Published in pamphlet form by authority of the City Council of the City of Des Plaines, Cook County, Illinois, on this 16th day of March, 2021.

STATE OF ILLINOIS)) SS. COUNTY OF COOK)

CERTIFICATE

I, Jennifer L. Tsalapatanis, certify that I am the duly elected and acting Municipal Clerk of the City of Des Plaines, Cook County, Illinois.

I further certify that on March 15, 2021 the Corporate Authorities of such municipality passed and approved Ordinance Z-23-20, AN ORDINANCE APPROVING A PRELIMINARY PLANNED UNIT DEVELOPMENT, TENTATIVE PLAT OF SUBDIVISION AND MAP AMENDMENT FOR 414 E GOLF ROAD (CASE #20-031-PPUD-TSUB-CU-MAP) provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance Z-23-20 was posted in the municipal building commencing on March 16, 2021 and continuing for at least 10 days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the Municipal Clerk.

DATED at Des Plaines, Illinois, this 16th day of March, 2021.

(SEAL)

enufer & Isalapatanis Jennifer L. Tsalapatanis, City Clerk

By:

Laura Fast, Deputy City Clerk City of Des Plaines, County of Cook

*Per the provisions of 65 ILCS 5/3.1-20-5 Of the Illinois Compiled Statutes (2006)

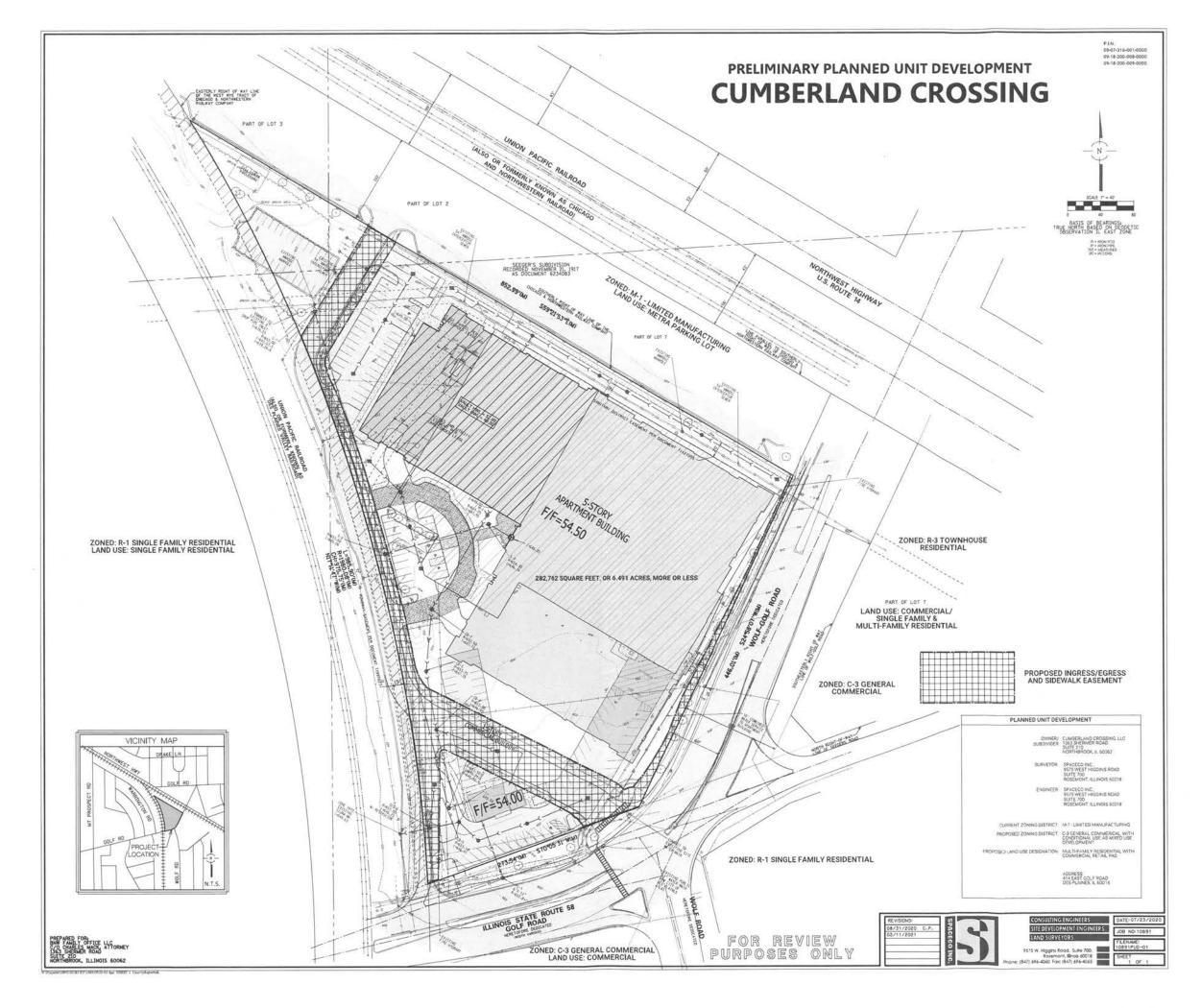


Exhibit A Attachment 3

CITY OF DES PLAINES

RESOLUTION R - 142 - 21

AN RESOLUTION GRANTING AN EXTENSION OF THE APPROVAL FOR THE PRELIMINARY PLANNED UNIT DEVELOPMENT AND TIME PERIOD FOR SUBMITTING FINAL PLAT OF PLANNED UNIT DEVELOPMENT FOR 414 E. GOLF ROAD (CASE# 20-031-PPUD-TSUB-MAP-CU).

WHEREAS, on March 15, 2021, the City Council adopted Ordinance Z-23-20 ("Approving Ordinance") granting a preliminary plat of planned unit development ("Preliminary Plat of PUD"), tentative plat of subdivision, and map amendment to develop the property commonly known as 414 East Golf Road, Des Plaines, Illinois ("Subject Property") with 348 multiple-family residential units and a free-standing commercial out-lot ("Proposed Development"); and

WHEREAS, pursuant to Section 9 of the Approving Ordinance, Cumberland Crossing, LLC ("*Petitioner*") has 180 days from March 15, 2021 to submit a final plat of planned unit development ("*Final Plat of PUD*") to the City for its review; and

WHEREAS, on August 20, 2021, Petitioner requested an extension of the approval of the Preliminary Plat of PUD and time period for submitting Final Plat of PUD until March 15, 2022 ("Extension Request"); and

WHEREAS, Petitioner is coordinating with Illinois Department of Transportation (*"IDOT"*) on items integral to the project, which coordination has taken an unforeseen amount of time; and

WHEREAS, approval from the IDOT is necessary to complete the Final Plat of PUD; and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve the Extension Request.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines,

County of Cook, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The recitals set forth above are incorporated herein by reference and made a part hereof, the same constituting part of the factual basis for this Resolution granting the Extension Request.

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

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

{00121985.1}

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF CHICAGO AND NORTHWESTERN RAILWAY COMPANY AND THE LINE OF WOLF-GOLF ROAD PRODUCED: WESTERLY THENCE SOUTHWESTERLY ALONG THE WESTERLY LINE OF WOLF-GOLF ROAD PRODUCED 110.55 FEET: THENCE NORTHWESTERLY PARALLEL TO THE SAID SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY TO THE EASTERLY RIGHT OF WAY LINE OF THE WEST WYE TRACT OF SAID CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE OF SAID WYE TRACT TO THE NORTHWESTERLY LINE OF LOT 3 IN SEEGERS SUBDIVISION; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF LOT 3.

76.13 FEET TO THE SAID SOUTHERLY RIGHT OF WAY LINE OF SAID CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE SOUTHEASTERLY

909.89 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE PLACE OF BEGINNING; AND ALSO EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18, THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 18, FOR A DISTANCE OF 1185.2 FEET; THENCE EASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 102 DEGREES 23 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 2437.1 FEET; THENCE NORTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 51 DEGREES 35 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 126.1 FEET TO THE POINT OF BEGINNING WHICH IS ON THE NORTH RIGHT OF WAY LINE SEEGER ROAD; THENCE EASTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE WHICH FORMS AN ANGLE OF 45 DEGREES 05 MINUTES TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 84.7 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 45 DEGREES 05 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 84.7

430.2 FEET TO A POINT WHICH IS ON THE CHICAGO AND NORTHWESTERN RAILWAY RIGHT OF WAY LINE; THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE WHICH FORMS AN ANGLE OF 84 DEGREES 22 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 120.6 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 95 DEGREES 38 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 549.8 FEET TO A POINT ON THE AFORESAID NORTH RIGHT OF WAY LINE OF SEEGER ROAD; THENCE EASTERLY ALONG SAID NORTH RIGHT OF WAY LINE WHICH FORMS AN ANGLE OF 45 DEGREES 05 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 84.7 FEET MORE OR LESS TO THE POINT OF BEGINNING; AND ALSO EXCEPTING FROM SAID TRACT THAT PART THEREOF LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF THE RIGHT OF WAY OF WOLF-GOLF ROAD;

IN SEEGERS SUBDIVISION OF PART OF THE SOUTH ½ OF FRACTIONAL SECTION 7 AND PART OF THE NORTH ½ OF FRACTIONAL SECTION 18, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS PURSUANT TO THAT PLAT OF SUBDIVISION RECORDED NOVEMBER 21, 1917 AS DOCUMENT NO. 6234083.

PARCEL 2:

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

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

Commonly known as 414 East Golf Road, Des Plaines, Illinois.

SECTION 3: APPROVAL OF EXTENSION REQUEST. Pursuant to Section 12-3-5.D.3 of the Zoning Ordinance, the City Council hereby approves the Extension Request and extends the approval of the Preliminary Plat of PUD and time period to submit the Final Plat of PUD through and including March 15, 2022, which extension is subject to, and contingent upon, the same terms and conditions applicable to the grant of the Approving Ordinance.

<u>SECTION 4</u>: <u>EFFECTIVE DATE</u>. This Resolution 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, 202

APPROVED this _____ day of _____, 2021.

VOTE: Ayes_____ Absent_____

ATTEST:

MAYOR

CITY CLERK

Published in pamphlet form this _____ day of _____, 2021.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Granting Extension of Approval of Preliminary PUD and Time Period to Submit Final PID at 414 E. Golf Road

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 16, 2021

- CALL TO
ORDERThe 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 16, 2021.
- **<u>ROLL CALL</u>** Roll call indicated the following Aldermen present: Moylan, Oskerka, Zadrozny, Brookman, Chester, Ebrahimi. Absent: Lysakowski, Smith. 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, Deputy Fire Chief Matzl, Police Chief Anderson, and General Counsel Friedman.

PRAYER AND	The prayer and the Pledge of Allegiance to the Flag of the United States of America
PLEDGE	were offered by Alderman Oskerka.

MINUTES OF THE PUBLIC HEARING HELD IN THE ELEANOR ROHRBACH MEMORIAL COUNCIL CHAMBERS DES PLAINES CIVIC CENTER, MONDAY, AUGUST 16, 2021

Mayor Goczkowski called the Public Hearing for Text Amendments to the Zoning Ordinance Regarding Cannabis Business Establishments and Minor Variations to order at 7:01 p.m.

Community and Economic Development Manager Carlisle reviewed a memorandum dated August 5, 2021.

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.

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.

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

PUBLIC HEARING/TEXT AMENDMENTS TO ZONING ORDINANCE/ CANNABIS BUSINESS EST:

Ordinance Z-42-21

Page 2 of 12

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. 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).

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.

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 message boards, 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 City also proposes an 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

Page 3 of 12

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.

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.

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.

Moved by Oskerka, seconded by Zadrozny, to Approve the Ordinance Z-42-21, AN ORDINANCE AMENDING THE TEXT OF VARIOUS SECTIONS OF THE DES PLAINES ZONING ORDINANCE REGARDING CANNABIS BUSINESS ESTABLISHENTS AND MINOR VARIATION FEE.

Upon roll call, the vote was:

AYES:	6 -	Moylan, Oskerka, Zadrozny,
		Brookman, Chester, Ebrahimi
NAYS:	0 -	None

ABSENT: 2 - Lysakowski, Smith

Motion declared carried.

Advanced to second reading by Zadrozny, seconded by Moylan, to Adopt the Ordinance Z-42-21, AN ORDINANCE AMENDING THE TEXT OF VARIOUS SECTIONS OF THE DES PLAINES ZONING ORDINANCE REGARDING CANNABIS BUSINESS ESTABLISHENTS AND MINOR VARIATION FEE. Upon roll call, the vote was:

AYES:	6 -	Moylan, Oskerka, Zadrozny, Brookman, Chester, Ebrahimi
NAYS:	0 -	None
ABSENT:	2 -	Lysakowski, Smith
Motion decla	red ca	arried.

Mayor Goczkowski adjourned the Public Hearing at 7:17 p.m.

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

Alderman Zadrozny stated he is hosting a ward meeting at Golf Road Baptist Church on August 26, 2021 at 7:00 p.m.

Alderman Chester discussed competitive current and possible future casinos within the surrounding areas.

<u>MAYORAL</u> <u>ANNOUNCEMENTS</u>

Mayor Goczkowski announced he is creating a Multicultural Advisory Group – a group to discuss how to help all residents to feel more at home in Des Plaines. Residents who are interested in participating should visit the City's website for more information and send the Mayor a letter of intent. A future announcement will be made by Mayor Goczkowski regarding who he selected for the group and further information.

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 Oskerka, 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:	6 -	Moylan, Oskerka, Zadrozny,
		Brookman, Chester, Ebrahimi
NAYS:	0 -	None
ABSENT:	2 -	Lysakowski, Smith
Motion decla	ared c	arried.

MANAGER'S
REPORTCity Manager Bartholomew mentioned the state of Illinois is offering a new grant
program "Back to Business" for small businesses impacted by the COVID-19
shutdown; further information will be available on the City's website.

City Manager Bartholomew requested to add a Closed Session to the August 16, 2021 City Council Agenda for the purpose of Property Acquisition.

CONSENTMoved by Brookman, seconded by Zadrozny, to establish the Consent Agenda.AGENDAUpon voice vote, the vote was:

AYES:	6 -	Moylan, Oskerka, Zadrozny,
		Brookman, Chester, Ebrahimi
NAYS:	0 -	None
ABSENT:	2 -	Lysakowski, Smith
Motion decla	ared c	arried.

Moved by Chester, seconded by Moylan, to approve the Consent Agenda. Upon roll call, the vote was: AYES: 6 - Moylan, Oskerka, Zadrozny, Brookman, Chester, Ebrahimi

NAYS: 0 - None ABSENT: 2 - Lysakowski, Smith Motion declared carried.

A resident requested further action to be done by the City regarding public indecency.

Minutes were approved; Requests were approved; Ordinance M-9-21, M-10-21 were adopted; Resolutions R-120-21, R-132-21 were adopted.

APPROVE NEW OWNERSHIP EXISTING CLASS A LIQ LIC/E&G ROAD HOUSE/864 RAND ROAD: Consent Agenda Moved by Chester, seconded by Moylan to Approve NEW OWNERSHIP FOR EXISTING CLASS A – TAVERN LIQUOR LICENSE FOR E&G ROAD HOUSE, INC., D/B/RAND ROAD HOUSE, 864 RAND ROAD. Motion declared carried as approved unanimously under Consent Agenda.

APPROVE NEW OWNERSHIP EXISTING CLASS M LIQ LIC /2380 RIVER, INC/ 2380 RIVER ROAD: Consent Agenda Moved by Chester, seconded by Moylan to Approve 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. Motion declared carried as approved unanimously under Consent Agenda.

<u>APPROVE &</u> <u>RATIFY/PD</u> <u>PROMO ASSMNT & TEST/</u> <u>INDUSTRIAL</u> <u>ORGANIZATION</u> <u>SOLUTIONS, INC:</u> Consent Agenda

Resolution R-120-21

<u>AUTH FUNDS/ RR</u> <u>AGMT/RAND RD</u> SIDEPATH PROJ:

Moved by Chester, seconded by Moylan to Approve Resolution R-120-21, A RESOLUTION APPROVING AND RATIFYING THE PROCUREMENT OF POLICE DEPARTMENT PROMOTION ASSESSMENT AND TESTING FROM INDUSTRIAL ORGANIZATIONAL SOLUTIONS, INC. Motion declared carried as approved unanimously under Consent Agenda.

Moved by Chester, seconded by Moylan to Approve Resolution R-132-21, A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS PURSUANT

Page 6 of 12

08/16/21

TO RAILROAD AGREEMENTS FOR THE RAND ROAD SIDEPATH PROJECT. **Consent Agenda** Motion declared carried as approved unanimously under Consent Agenda.

Resolution R-132-21

SECOND

M-9-21:

READING/

ORDINANCE

Consent Agenda

APPROVE MINUTES **Consent Agenda** Moved by Chester, seconded by Moylan to Approve the Minutes of the City Council meeting of August 2, 2021, as published. Motion declared carried as approved unanimously under Consent Agenda.

Moved by Chester, seconded by Moylan to Approve 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.

Moved by Chester, seconded by Moylan to Approve Ordinance M-10-21, AN SECOND **READING**/ ORDINANCE AMENDING TITLE 4 OF THE DES PLAINES CITY CODE REGARDING OCCASIONAL RESIDENTIAL SALES. Motion declared carried as **ORDINANCE** <u>M-10-21:</u> approved unanimously under Consent Agenda. **Consent Agenda**

UNFINISHED **BUSINESS:**

COMMUNITY DEVELOPMENT – Alderman Chester, Chairman

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)

Request approved to move from Unfinished Business to the Community Development Committee.

NEW BUSINESS:

FINANCE & ADMINISTRATION – Alderman Zadrozny, Chairman

WARRANT REGISTER Resolution R-133-21

Alderman Zadrozny presented the Warrant Register.

Moved by Chester, seconded by Oskerka, to approve the Warrant Register of August 16, 2021 in the Amount of \$3,564,649.96 and approve Resolution R-133-21.

CONSIDER APPROVING PRELIM PLNED **UNIT DVLP, TNTV** PLAT OF SUBDIV, & MAP AMDT FOR 1050 E **OAKTON ST, 1000-1100 EXECUTIVE** WAY, AND 1555 TIMES DR Ordinance Z-40-21

Upon roll call, the vote was: AYES: 6 - Moylan, Oskerka, Zadrozny, Brookman, Chester, Ebrahimi NAYS: 0 - None ABSENT: 2 - Lysakowski, Smith Motion declared carried.

<u>COMMUNITY DEVELOPMENT</u> – Alderman Chester, Chairman

Community and Economic Development Manager Carlisle reviewed a memorandum dated August 5, 2021.

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.

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- squarefoot 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

CONSIDER APPROVING PRELIM PLNED UNIT DVLP, TNTV PLAT OF SUBDIV, & MAP AMDT FOR 1050 E OAKTON ST, 1000-1100 EXECUTIVE WAY, AND 1555 TIMES DR (CASE #21-019-PPUD-TSUB-MAP-CU) Ordinance Z-40-21

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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. The petitioner's traffic report discusses the parking and trip generation for the proposed townhouse development in more detail. The final conclusion 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.

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, R3 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

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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, the proposed development would meet all other R-3 bulk regulations as excerpted in this table:

Yard	Required	Proposed
Front Yard (South)	Min.: 25 Feet	25 Feet
Rear Yard (North) <u>*</u>	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)

Bulk Regulation	ons for R-3 Town	house Residential

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.

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 tenfoot 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 23foot 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.

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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.

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.

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.

Several residents expressed their concerns with various aspects of the development.

The developer, M/I Homes, addressed details of the development such as parking, detention pond, and fence.

Moved by Brookman, seconded by Zadrozny, to send Ordinance Z-40-21 back to staff and defer to the City Council Agenda on September 7, 2021.

Upon voice vote, the vote was: AYES: 6 - Moylan, Oskerka, Zadrozny, Brookman, Chester, Ebrahimi NAYS: 0 - None ABSENT: 2 - Lysakowski, Smith Motion declared carried.

Community and Economic Development Manager Carlisle reviewed a memorandum dated August 5, 2021.

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.

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.

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

CONSIDER SUPPORTING & CONSENTING A RENEWAL OF CLASS 6B CLASSIFICATION FOR THE PROPERTY LOCATED AT 70 RAWLS ROAD Resolution R-134-21 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.

	Moved by Oskerka, seconded by Chester, to approve the Resolution R-134-21, A RESOLUTION SUPPORTING AND CONSENTING TO RENEWAL OF CLASS 6B CLASSIFICATION FOR THE PROPERTY LOCATED AT 70 RAWLS ROAD. Upon roll call, the vote was: AYES: 6 - Moylan, Oskerka, Zadrozny, Brookman, Chester, Ebrahimi NAYS: 0 - None ABSENT: 2 - Lysakowski, Smith Motion declared carried.
<u>CLOSED</u> SESSION:	Moved by Brookman, seconded by Chester to enter into Closed Session to discuss Property Acquisition. Upon roll call, the vote was: AYES: 6 - Moylan, Oskerka, Zadrozny,
	Brookman, Chester, Ebrahimi NAYS: 0 - None ABSENT: 2 - Lysakowski, Smith Motion declared unanimously carried.
	The City Council recessed at 8:58 p.m.
	The City Council re-convened at 9:19 p.m.
ADJOURNMENT:	The meeting adjourned at 9:19 p.m.

Jessica M. Mastalski – City Clerk

APPROVED BY ME THIS _____

DAY OF _____, 2021

Andrew Goczkowski, MAYOR

NEW BUSINESS #1A.

FINANCE DEPARTMENT

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

MEMORANDUM

Date: August 25, 2021

To: Michael G. Bartholomew, City Manager

~ Dù

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

Subject: Resolution R-143-21, September 7, 2021 Warrant Register

Recommendation: I recommend that the City Council approve the September 7, 2021 Warrant Register Resolution R-143-21.

Warrant Register.....\$5,389,076.01

Estimated General Fund Balance

Balance as of 07/31/2021: <u>\$32,733,268</u>

Please use caution when evaluating this number as revenues fluctuate dramatically from month to month due to delays in receiving sales tax revenue from the State and 1st & 2nd installments of property tax revenue.

CITY OF DES PLAINES

RESOLUTION

R-143-21

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.

September 7, 2021

City of Des Plaines

Warrant Register 09/07/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
			Fund: 100 - Ge	neral Fund		
			Elected C	Office		
Division	n: 110 - Leg	gislative				
1	6000	Professional Services	7692 Advantage Government Strategies LLC	2071	Lobbyist Services July 2021 R- 183-20	5,000.00
2	6110	Printing Services	1106 Chromatech Printing Inc	9044/26079	8 Sets of Note Cards & Envelopes for Elected Officials 08/06/2021	1,792.00
3	7000	Office Supplies	1644 Warehouse Direct Inc	5027115-0	2 Magazine Holders	69.00
Total 11	LO - Legisla	tive	•	÷		6,861.00

Divisior	n: 120 - Ci	ty Clerk				
4	5310	Membership Dues	5670 Municipal Clerks	2021-2022 Dues	City Clerk and Deputy Clerk	40.00
			Association N & NW		Dues 09/01/21-08/31/22	
			Suburbs			
5	6100	Publication of Notices	1050 Journal & Topics	186122	Legal Notice - Dump Truck	86.55
			Newspapers		Refurbishment 08/04/2021	
6	6195	Miscellaneous	1077 Shred-It USA LLC	8182498012	Shredding Services 07/09-	52.11
		Contractual Services			07/23/2021	
7	7000	Office Supplies	1644 Warehouse Direct Inc	5025908-0	Flash Drives, Notebooks,	72.01
					Tape, File Jackets, Note Pads	
8	7200	Other Supplies	1046 Hinckley Spring Water	2533573 081021	Water Supply 07/22/2021	8.00
			Со			
otal 12	20 - City C	lerk		-	-	258.67

Total 10 - Elected Office

7,119.67

			City Admini	stration		
Divisio	n: 210 - Ci	ty Manager				
9	7000	Office Supplies	1644 Warehouse Direct Inc	5028160-0	Copy Paper and "Sign Here" Flags	96.87
10	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 081021	Water Supply 07/22/2021	62.40
Total 2	10 - City N	Manager	•	-		159.27

Division	: 220 - Leg	al				
11	6005	Legal Fees	8133 Elrod Friedman LLP	5075	7-21 Non-Retainer Matters	1,500.00
12	6005	Legal Fees	8133 Elrod Friedman LLP	5080	7-21 Reimb Redevelopment	412.50
13	6005	Legal Fees	8133 Elrod Friedman LLP	5087	7-21 Non-Retainer Litigation	337.50
14	6005	Legal Fees	8133 Elrod Friedman LLP	5088	7-21 Non-Retainer Matters	450.00
15	6005	Legal Fees	8133 Elrod Friedman LLP	5094	7-21 Non-Retainer Litigation	51.00
16	6005	Legal Fees	8133 Elrod Friedman LLP	5095	7-21 Non-Retainer Litigation	262.50
17	6005	Legal Fees	8133 Elrod Friedman LLP	5096	7-21 Non-Retainer Matters	26.80
18	6005	Legal Fees	8133 Elrod Friedman LLP	JULY 2021 RET	July 2021 Retainer	18,500.00
19	6009	Legal Fees - Admin Hearings/Prosecutions	1073 Bartel, Raymond	21-15	Administrative Hearings/Traffic Court - August 2021	2,035.00

Line #	Account		Vendor	Invoice	Invoice Description	Amount
20	6010	Legal Fees - Labor & Employment	1127 Clark Baird Smith LLP		Legal Fees - Labor & Employment Matters - July 2021	9,500.00
Total 22	20 - Legal					33,075.30

Division	n: 230 - In	formation Technology				
21	5310	Membership Dues	1076 Sam's Club Direct	999999-	2021-2022 Membership	40.00
				2021/2022	Renewal	
22	6305	R&M Equipment	1035 Dell Marketing LP	10507122134	ProSupport Plus Warranty	150.98
					07/28/2021-04/24/2023	
23	6305	R&M Equipment	8399 Park Place	PUSA1009002838	Server Maintenance Contract	117.00
			Technologies LLC	2	09/01/2021-09/30/2021	
24	7035	Supplies - Equipment R&M	1035 Dell Marketing LP	10506229068	2 Lithium Batteries	278.58
25	7200	Other Supplies	1046 Hinckley Spring Water	2533573 081021	Water Supply 07/22/2021	35.93
			Со			
Total 23	30 - Inforr	nation Technology				622.49

Division	Division: 240 - Media Services								
26	5310	Membership Dues	1076 Sam's Club Direct	999999-	2021-2022 Membership	40.00			
				2021/2022	Renewal				
27	6110	Printing Services	1233 Press Tech Inc	48161	1 Box of Business Cards	20.00			
					07/30/2021				
Total 24	10 - Media	Services				60.00			

Division	1: 250 - Hi	uman Resources				
28	5340	Pre-Employment Testing	8291 Accurate Employment Screening LLC	AUR2053458	Applicant Background Screenings 07/01 - 07/31/2021	367.00
29	6100	Publication of Notices	1485 ILCMA - IL City/County Management Assoc	2971	Job Ad for PW Maintenance Operator 7/28-8/18/2021	50.00
30	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8182498012	Shredding Services 07/09- 07/23/2021	52.11
31	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 081021	Water Supply 07/22/2021	25.44
32	7200	Other Supplies	2016 Signarama	42303	1 Engraved Nameplate for HR Generalist	46.25
33	7500	Postage & Parcel	1041 Federal Express	7-450-25734	Overnight Shipment Delivery Service 7/20 - 7/21/2021	21.18
Total 25	50 - Huma	an Resources				561.98

Total 20 - City Administration

Departr	Department: 30 - Finance							
34	5310	Membership Dues	1076 Sam's Club Direct	999999-	2021-2022 Membership	45.00		
				2021/2022	Renewal			
35	6000	Professional Services	1101 Capital Gains Inc	2610	Investment Management	2,012.00		
					Services 07/01-09/30/2021			

34,479.04

Line #	Account		Vendor	Invoice	Invoice Description	Amount
36	6110	Printing Services	1665 Classic Graphic Ind Inc	87767	1000 Laser A/P Checks 07/28/2021	420.57
37	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8182498012	Shredding Services 07/09- 07/23/2021	52.11
38	7000	Office Supplies	1644 Warehouse Direct Inc	5019612-0	2 Ink Stamp Pads, 10 Notebooks, Etc.	130.06
39	7000	Office Supplies	1644 Warehouse Direct Inc	5026422-0	2 Ctns of Copy Paper and 1 Ctn of Thermal Paper Rolls	149.06
40	7000	Office Supplies	4239 Anderson Safford	9735	1 Self-Inking Deposit Stamp - Finance Dept	46.07
41	7200	Other Supplies	1066 Office Depot	180785906001	1 Case of 12 Oz Cups	116.01
42	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 081021	Water Supply 07/22/2021	56.91
Total 30	- Finance					3,027.79

			Community De	velopment		
Divisior	n: 410 - B	uilding & Code Enforceme	nt			
43	6000	Professional Services	8304 TPI Building Code	202106	Health Inspections - June	5,822.50
			Consultants Inc		2021	
44	6000	Professional Services	8304 TPI Building Code	202107	Health Inspections -July 2021	7,777.50
			Consultants Inc			
45	6000	Professional Services	7647 Citywide Elevator	D71106	86 Elevator Inspections -	664.00
			Inspection Services Inc		5/27/21-7/21/21	
46	6005	Legal Fees	8133 Elrod Friedman LLP	5082	7-21 Non-Retainer Matters	57.00
47	6005	Legal Fees	8133 Elrod Friedman LLP	5084	7-21 Non-Retainer Property	484.50
					Enforcement Matters	
48	6025	Administrative Services	7961 BridgePay Network	8282	Utility Web & Business	0.10
			Solutions LLC		License Transaction Fee for	
					July 2021	
49	7000	Office Supplies	1644 Warehouse Direct Inc	5014914-0	Stapler, Legal Folders, Post-It	82.08
					Notes, Cleaning Supplies	
50	7000	Office Supplies	1644 Warehouse Direct Inc	5014914-1	6 Rulers	5.97
51	7000	Office Supplies	1644 Warehouse Direct Inc	5021871-0	Batteries (AA&AAA),	7.66
					Calculator Tape	
52	7200	Other Supplies	1046 Hinckley Spring Water	2533573 081021	Water Supply 07/22/2021	77.89
			Со			
53	7200	Other Supplies	1644 Warehouse Direct Inc	5014914-0	Stapler, Legal Folders, Post-It	99.18
					Notes, Cleaning Supplies	
54	7200	Other Supplies	1644 Warehouse Direct Inc	5021659-0	Plates, Cups, Forks, Knives,	82.23
					Spoons	
55	7200	Other Supplies	1644 Warehouse Direct Inc	5021659-1	Disposable Cups	54.44
56	7200	Other Supplies	1644 Warehouse Direct Inc	5021871-0	Batteries (AA&AAA),	28.20
					Calculator Tape	
57	7500	Postage & Parcel	1041 Federal Express	7-464-36850	Shipping Charge - 8/2/21	32.59
Total 41	LO - Build	ing & Code Enforcement				15,275.84

Division	Division: 420 - Planning & Zoning							
58	6100	Publication of Notices	1050 Journal & Topics	186095	Public Notice for 8/16/21	129.83		
			Newspapers		Council Meeting - Published			
					7/28/21			

					•	
Line #	Account		Vendor	Invoice	Invoice Description	Amount
59	7000	Office Supplies	1644 Warehouse Direct Inc	5014914-0	Stapler, Legal Folders, Post-It	49.18
					Notes, Cleaning Supplies	
60	7000	Office Supplies	1644 Warehouse Direct Inc	5014914-1	6 Rulers	5.97
61	7000	Office Supplies	1644 Warehouse Direct Inc	5021871-0	Batteries (AA&AAA),	7.67
					Calculator Tape	
62	7200	Other Supplies	1644 Warehouse Direct Inc	5014914-0	Stapler, Legal Folders, Post-It	99.18
					Notes, Cleaning Supplies	
63	7200	Other Supplies	1644 Warehouse Direct Inc	5021659-0	Plates, Cups, Forks, Knives,	82.23
					Spoons	
64	7200	Other Supplies	1644 Warehouse Direct Inc	5021659-1	Disposable Cups	54.45
65	7200	Other Supplies	1644 Warehouse Direct Inc	5021871-0	Batteries (AA&AAA),	28.20
					Calculator Tape	
Total 420 - Planning & Zoning						456.71

Division	Division: 430 - Economic Development								
66	6005	Legal Fees	8133 Elrod Friedman LLP	5076	7-21 Non-Retainer Matters	960.00			
67	6005	Legal Fees	8133 Elrod Friedman LLP	5097	7-21 Non-Retainer Matters	1,135.00			
Total 43	80 - Econor	nic Development				2,095.00			

Total 40 - Community Development

	Public Works & Engineering							
Division	: 100 - Adı	ministration						
68	5310	Membership Dues	1076 Sam's Club Direct	999999-	2021-2022 Membership	40.00		
				2021/2022	Renewal			
69	6300	R&M Software	6055 Axiom Human	0000039639	Kronos User Fees - July 2021	181.50		
			Resource Solutions Inc					
Total 10	0 - Admin	istration				221.50		

Division	Division: 520 - Geographic Information Systems							
70	6195	Miscellaneous Contractual Services	1060 Municipal GIS Partners Inc	5544	R-185-20 Geographic Information System Support 07/01-07/31/2021	17,376.17		
Total 52	20 - Geog	raphic Information Syste	ms			17,376.17		

Division	1: 530 - St	treet Maintenance				
71	6040	Waste Hauling & Debris Removal	6988 Lighting Resources LLC	53-11867	Light Bulb Recycling - 07/30/2021	1,399.82
72	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	8149	Branch Pick Up- 60018 - 07/31/2021, R-169-19	11,680.00
73	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	8180	Emergency Tree Removal - Mannheim & Spruce- 07/31/2021, R-169-19	5,107.00
74	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	9017	Storm Damage Response - 08/02/2021, R-169-19	21,558.00
75	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	9062	Emergency Tree Removal - 626 Patricia Ln - 08/04/2021, R-169-19	3,796.00
76	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	9221	Branch Pick Up - 60016 - 08/02-08/06/2021, R-169-19	11,828.00

17,827.55

Line #	Account		Vendor	Invoice	Invoice Description	Amount
77	6170	Tree Maintenance	6555 Landscape Concepts	9233	Stump Removals &	5,004.75
			Management Inc		Restorations - 08/12/2021, R-	
					169-19	
78	6170	Tree Maintenance	6555 Landscape Concepts	9234	Stump Removals &	4,270.75
			Management Inc		Restorations - 08/12/2021, R-	-
					169-19	
79	6170	Tree Maintenance	6555 Landscape Concepts	9236	Emergency Tree Removals -	9,572.50
-			Management Inc		Storm - 08/11-08/14//2021, R-	-,
					169-19	
80	6195	Miscellaneous	5399 Beary Landscape	200845	Supplemental Watering - July	3,000.00
		Contractual Services	Management		2021 - 07/31/2021, R-27-21	-,
			in an agement			
81	6195	Miscellaneous	5399 Beary Landscape	200848	Supplemental Watering -	3,025.00
		Contractual Services	Management		Annuals - July 2021, R-3-21	-,
		contractual services	Management			
82	6195	Miscellaneous	5399 Beary Landscape	200866	Landscape Maintenance	2,356.00
02	0133	Contractual Services	Management	200000	Downtown - July 2021 -	2,330.00
		contractual services	Wandgement		07/31/2021, R-3-21	
83	6195	Miscellaneous	5399 Beary Landscape	200867	Mowing - July 2021 -	16,239.27
05	0155	Contractual Services	Management	200807	07/31/2021, R-27-21	10,233.27
		Contractual Services	Management		0775172021, 11-27-21	
84	6195	Miscellaneous	5399 Beary Landscape	201839	Weed/Fertilizer Applications -	5,077.00
04	0155	Contractual Services	Management	201035	07/31/2021, R-14-20	3,077.00
		contractual Services	Management		0775172021, 11-14-20	
85	6195	Miscellaneous	5017 United Rent A Fence	44772	Temporary Fence Rental -	300.30
00	0100	Contractual Services			PW/South Side - 08/23-	500.50
		contractual services			10/23/2021	
86	6195	Miscellaneous	7706 Lakeshore Recycling	PS393022	Street Sweeping - Misc	530.45
80	0155	Contractual Services	Systems LLC	1 33 3 30 2 2	Locations - July 2021, R-5-21	550.45
		contractual Services	Systems Lee			
87	7000	Office Supplies	1644 Warehouse Direct Inc	5019479-0	Tape, Pens, Staples, Copy	140.13
0,	,			5015 175 0	Paper, Pads - PW	110.10
88	7000	Office Supplies	1644 Warehouse Direct Inc	5019479-1	Staples - PW	0.42
89	7020	Supplies - Safety	1047 Home Depot Credit	9514841	Emergency Lights - Storm	684.91
			Svcs		Damage	00.001
90	7020	Supplies - Safety	1047 Home Depot Credit	9972177	Safety Scene Lights	825.88
			Svcs			010100
91	7020	Supplies - Safety	1192 Sherwin Industries Inc	SS090126	Sidewalk Closed Signs	396.76
92	7030	Supplies - Tools &	1550 Addison Building	952442	Height Limit Bars Material -	103.42
• -		Hardware	Material Co		Library Deck	
93	7035	Supplies - Equipment	1085 Alexander Equipment	180258	Winch Rope - PW 5040	114.90
		R&M	Company Inc			
94	7035	Supplies - Equipment	1085 Alexander Equipment	180259	Winch Rope - PW 5040	329.95
51	, 000	R&M	Company Inc	100233		020.00
95	7035	Supplies - Equipment	1043 WW Grainger Inc	9021462727	2 Groove Adapters & 2	19.68
		R&M			Groove Couplings for Anti-Ice	
		No.11			Storage Tank	
96	7035	Supplies - Equipment	1550 Addison Building	956064	8 Latch-Hooks	84.52
50	1035	R&M	Material Co	550004		04.52
97	7035	Supplies - Equipment	1550 Addison Building	956603	Braided Tubing & Wire Band -	102.51
51	1035		-	550005	_	102.51
		R&M	Material Co		Storage Tank Repair Page 7 of 4	

Line #	Account		Vendor	Invoice	Invoice Description	Amount
98	7035	Supplies - Equipment	1520 Russo Power	SPI10808521	Chain Saw Repair Parts	150.97
		R&M	Equipment			
99	7035	Supplies - Equipment	1520 Russo Power	SPI10808546	Replacement Chain Saw	293.88
		R&M	Equipment		Chains	
100	7050	Supplies - Streetscape	8244 Des Plaines Ace Hardware	1071	8 Cans Wasp & Hornet Spray	20.00
101	7050	Supplies - Streetscape	4177 Uline Inc	136847392	Garbage Can - Library Deck	696.28
102	7050	Supplies - Streetscape	4177 Uline Inc	136915388	Garbage Can - Library Deck	696.28
103	7050	Supplies - Streetscape	1347 Lurvey Landscape	T1-10405646	3.0 Cu Yds Top Soil -	88.95
			Supply		Restorations - 08/10/2021	
104	7055	Supplies - Street R&M	2810 High PSI LTD	72239A	Graffiti Removal Supplies	332.00
105	7055	Supplies - Street R&M	2810 High PSI LTD	72251	Returned Graffiti Remover	(440.00)
106	7055	Supplies - Street R&M	2810 High PSI LTD	72368	Graffiti Remover	330.00
107	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	82347	3.05 Tons Asphalt - Restorations - 08/03/2021, R- 38-21	128.10
108	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	82574	13.32 Tons Asphalt - Restorations - 08/05/2021	559.44
109	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	82693	8.58 Tons Asphalt - 08/06/2021, R-38-21	360.36
110	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	82846	0.65 Tons Asphalt - Sewer Repair Graceland - 08/09/2021, R-38-21	27.30
111	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	82967	2.80 Tons Asphalt - Potholes - 08/10/2021	117.60
112	7055	Supplies - Street R&M	1057 Menard Incorporated	83832	Irrigation System Material - Police Station	54.52
113	7055	Supplies - Street R&M	1057 Menard Incorporated	84348	Check Valve Slip, Male Adapter, Coupler, & Bushing	28.49
114	7055	Supplies - Street R&M	1174 3M Company	9412277289	Reflective Tape - Civic Parking Deck	185.11
115	7200	Other Supplies	1057 Menard Incorporated	84265	Bottled Water, Gatorade, Powerade, Vitamin Water - Storm Damage	71.10
116	8015	Equipment	5573 Henderson Products Inc	339458	2 Spreader Stands Installation PW 5109 - 07/20/2021	3,808.00
Total 53	 80 - Street	Maintenance				115,056.30

Division	Division: 535 - Facilities & Grounds Maintenance								
117	6000	Professional Services	7619 Henneman	71333	HVAC Services - Civic Center -	3,265.98			
			Engineering Inc		12/01-12/31/2021, R-180-19				
118	6015	Communication	1027 Call One	433982	Communication Service 08/15-	58.15			
		Services			09/14/2020				
119	6195	Miscellaneous	6420 International	08-181	Exterior Pest Control - City	80.00			
		Contractual Services	Exterminator Company Inc		Hall & Police Station -				
					08/01/2021				

Line #	Account		Vendor	Invoice	Invoice Description	Amount
120	6195	Miscellaneous	6420 International	08-182	Interior Pest Control - City	193.00
		Contractual Services	Exterminator Company Inc		Hall & Police Station -	
					08/01/2021	
121	6195	Miscellaneous	3338 Gabriel Environmental	0821A0047	Asbestos Survey & Analysis -	2,225.00
		Contractual Services	Services		1319 Oakton - 07/26-	
					08/10/2021	
122	6195	Miscellaneous	1029 Cintas Corporation	4091348011	Mat Service - Police Station -	122.24
		Contractual Services			07/28/2021	
123	6195	Miscellaneous	1029 Cintas Corporation	4091348096	Mat Service - Metra Train	35.00
		Contractual Services			Station - 07/28/2021	
124	6195	Miscellaneous	1029 Cintas Corporation	4092131077	Mat Service - Metra Train	35.00
		Contractual Services			Station - 08/04/2021	
125	6195	Miscellaneous	1029 Cintas Corporation	4092671247	Mat Service - Police Station -	122.24
125	0155	Contractual Services		4052071247	08/11/2021	122.27
		contractual services			00/11/2021	
126	6195	Miscellaneous	1029 Cintas Corporation	4092671255	Mat Service - Metra Train	35.00
120	0195	Contractual Services		4092071255	Station - 08/11/2021	35.00
		Contractual Services			5121011 - 06/11/2021	
127	6195	Miscellaneous	1544 Fox Valley Fire &	IN00457264	Quarterly Fire Alarm	210.00
127	0192			11100457264	-	210.00
		Contractual Services	Safety Company Inc		Monitoring - Pantry - August-	
420	6245			007000	October 2021	270 50
128	6315	R&M Buildings &	1025 Bedco Inc	097239	HVAC Repair - Gun Range -	378.50
420	6245	Structures		007066	07/26/2021, R-167-19	115.00
129	6315	R&M Buildings &	1025 Bedco Inc	097266	Filter Change & PM - Gun	115.00
		Structures			Range - 08/06/2021, R-167-19	
120	6245			4.462252	De ef De gla com entre Frank	4 000 00
130	6315	R&M Buildings &	6714 Waukegan Roofing	1462352	Roof Replacement - Food	4,900.00
	69.15	Structures	Co., Inc	26540	Pantry - 07/27/2021	
131	6315	R&M Buildings &	7717 Oak Brook Mechanical	26549	HVAC Preventative	400.00
		Structures	Services Inc		Maintenance - 1486 Miner -	
					3rd Qtr 2021	
132	6315	R&M Buildings &		26550	HVAC Preventative	1,570.00
		Structures	Services Inc		Maintenance - Theater - 3rd	
					Qtr 2021	
133	6315	R&M Buildings &	3326 A-1 Roofing Co	32680	Roof Repair - 07/28/2021	496.00
		Structures				
134	6315	R&M Buildings &	3326 A-1 Roofing Co	32812	Roof Repair - City Hall -	447.00
		Structures			07/28/2021	
135	6315	R&M Buildings &	1237 Pro-Line Door Systems	90806	Overhead Door Repair - Public	3,144.90
		Structures	Inc		Works - 07/20/2021	
136	6315	R&M Buildings &	2350 Anderson Elevator Co	INV-45341-P7Z8	Elevator Inspections August	424.16
		Structures			2021	
137	6315	Supplies - Building	2350 Anderson Elevator Co	INV-45341-P7Z8	Elevator Inspections August	212.08
		R&M			2021	
138	7025	Supplies - Custodial	1029 Cintas Corporation	4091348018	Scraper, Cleaners, Paper	254.43
					Towels, Air Freshener, Soap,	
		1	1			

Line #	Account		Vendor	Invoice	Invoice Description	Amoun
139	7025	Supplies - Custodial	1029 Cintas Corporation	4092131123	Cleaners, Paper Towels, Air Freshener, Soap, Mat, Etc PW	143.85
140	7025	Supplies - Custodial	1029 Cintas Corporation	4092671302	Scrapers, Cleaners, Air Freshener, Soap, Mat, Etc PW	106.74
141	7025	Supplies - Custodial	1057 Menard Incorporated	82312	Pail, Mop, & Bleach	16.61
142	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	1085	Saw Hole - Fire Station #62	12.59
143	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1071075	Keys Cut - Fire Station #61	44.14
144	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1072049	2 Keys Cut - Fire Station #62	8.18
145	7045	Supplies - Building R&M	1057 Menard Incorporated	84534	Screw & Tap - Metra Train Station	5.73
146	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	N51539	Door Access System Parts - City Hall	1,516.64
147	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	N61463	Access Control Components - City Hall	654.25
148	7200	Other Supplies	1057 Menard Incorporated	83889	Chalkboard Paint, Painting Supplies	25.94
149	7200	Other Supplies	1057 Menard Incorporated	84389	Fasteners	60.65
150	7500	Postage & Parcel	4128 United Parcel Service Inc (UPS)	000037Y66A271	Shipping Charges 06/03/2021	4.72
otal 53	85 - Faciliti	es & Grounds Mainten	ance			21,323.72

Divisior	n: 540 - V	ehicle Maintenance				
151	6040	Waste Hauling & Debris Removal	2214 Liberty Tire Recycling	2099782	Tire Recycling - 08/07/2021	158.54
152	6135	Rentals	1029 Cintas Corporation	4091296204	Mechanic's Uniform Rental - 07/28/2021	156.54
153	6135	Rentals	1029 Cintas Corporation	4091974741	Mechanic's Uniform Rental - 08/04/2021	156.54
154	6135	Rentals	1029 Cintas Corporation	4092641935	Mechanic's Uniform Rental - 08/11/2021	156.54
155	6195	Miscellaneous Contractual Services	1741 Praxair Distribution Inc	64927053	Cylinder Rental - 06/20/2021- 07/20/2021	687.61
156	6195	Miscellaneous Contractual Services	1660 Safety-Kleen Systems Inc	86715228	Parts Washer Service 08/04/2021	300.00
157	6305	R&M Equipment	5823 Interstate Power Systems Inc	R042033515:01	Coolant Leak Repair - PW 5088 - 06/14-07/12/2021	5,152.77
158	6305	Supplies - Equipment R&M	4989 Illini Power Products	SWO031279-1	Transfer Switch Reset - PW 5088 - 07/21/2021	573.92
159	6310	R&M Vehicles	1354 MPC Communications & Lighting Inc	21-1198	VHF Radio Installation - Fire 7708 - 07/23/2021	2,265.55
160	6310	R&M Vehicles	1539 Rex Radiator Sales & Distribution	B136454	A/C Condenser Repair - Fire 7522 - 08/09/2021	175.00

Line #	Account		Vendor	Invoice	Invoice Description	Amount
161	6310	R&M Vehicles	5823 Interstate Power	R042033558:01	Transmission & Wiring Repair -	1,527.50
			Systems Inc		Fire 7707 - 07/28/2021	
162	7020	Supplies - Safety	4177 Uline Inc	135862847	Gloves, Safety Glasses, & Ear	136.52
					Muffs - PW Shop	
163	7020	Supplies - Safety	5193 Fast MRO Supplies Inc	5943	Nitrile & Jersey Gloves - Shop	304.63
					Supplies	
164	7030	Supplies - Tools &	1078 Acme Truck Brake &	01_198137	Brake Valve, Air Fittings, Wire	48.49
		Hardware	Supply Co		Brush, Etc Fire 7706 & PW	
					Shop	
165	7030	Supplies - Tools &	1062 NAPA of Des Plaines	5741-802934	6 Grease Couplers - PW Stock	31.68
		Hardware				
166	7030	Supplies - Tools &	1450 Terrace Supply Co	70507777	Welding Wire - Shop Supplies	86.82
		Hardware				
167	7030	Supplies - Tools &	1057 Menard Incorporated	83563	Caulk Gun, Hole Saws, Steel &	142.52
		Hardware			Thinner	
168	7030	Supplies - Tools &	1043 WW Grainger Inc	9012642469	Cut Off Wheel & Flap Discs -	147.48
		Hardware			PW Stock	
169	7030	Supplies - Tools &	1043 WW Grainger Inc	9019523233	5 Polishing Discs - Shop Tool	41.10
		Hardware				
170	7035	Supplies - Equipment	4330 City Limits Systems	11412	Prowash Soap - PW 5PW1	548.30
		R&M	Incorporated			
171	7035	Supplies - Equipment	1203 Standard Industrial &	55466	Vehicle Lift Extension	646.00
			Automotive Equipment Inc		Assembly	
172	7040	Supplies - Vehicle R&M	1677 Wholesale Direct Inc	000252786	Auto Eject - Fire Stock	344.67
173	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake &	01_198137	Brake Valve, Air Fittings, Wire	118.70
1/5	7040		Supply Co	01_100107	Brush, Etc Fire 7706 & PW	110.70
					Shop	
174	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound	1-0217957	Brake Pads & Rotors - Police	633.47
-/ 1	/010		LLC	1 021/00/	Stock	000117
175	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound	1-0219556	Brakes Rotors - Police 6095	219.27
_,,,			LLC			
176	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound	1-0219821	6 Air Filters & 12 Oil Filters -	148.74
			LLC		Police Stock	
177	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound	1-0220200	Brake Pads & Rotors - Police	747.55
			LLC		Stock	
178	7040	Supplies - Vehicle R&M	6244 Valvoline LLC	133233646	Windshield Washer Solvent -	49.44
					Police Stock	
179	7040	Supplies - Vehicle R&M	2164 JB Metal Works Inc	19609	Steel Plate - PW 5076	570.00
180	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-484969	Paint Thinner - PW 5079	8.99
181	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-485940	Primer, Promoter, & License	46.37
					Plate Light - PW 5076	
182	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-486581	Primer - PW 5076	72.31
			,	_		
183	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-487413	Micro-V Belt & Tensioner -	90.50
			,		Police 6081	-
184	7040	Supplies - Vehicle R&M	2052 Coffman Truck Sales	252325	Steering Column Shroud - Fire	31.14
			Inc		7522	

Line #	Account		Vendor	Invoice	Invoice Description	Amount
185	7040	Supplies - Vehicle R&M	2052 Coffman Truck Sales	252325X1	Shroud - Fire 7522	36.19
			Inc			
186	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280122704	4 Tires - Fire 7707	1,413.40
187	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280124242	12 Tires - Police Stock	1,688.88
188	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3024352250	Oil Pressure Sensor - PW 5052	365.00
189	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of	3024446283	Water Pump - PW 5052	335.00
			Illinois Inc			
190	7040	Supplies - Vehicle R&M	5573 Henderson Products Inc	340087	Pins, Bushings, & Adhesive - PW 5099	147.80
191	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1254835A	To Repay Credit That We Took	6.92
					in Error	
192	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1258670	Brake Pads - Police 6027	38.91
193	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1258700	Brake Pad Return - Police	(36.56)
					6027	()
194	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1260630	Exhaust, Suspension, & Brake	462.73
					Parts - Fire 7402	
195	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1260733	Exhaust Parts - Fire 7402	134.56
196	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1260734	Exhaust Clamps - Fire 7402	6.67
197	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1260766	Exhaust Clamps - Fire 7402	2.49
198	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	508006P	Oil Pressure Switch & A/C Line - PW 2026	281.07
199	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	508007P	A/C Line - PW 2026	144.44
200	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	508224P	A/C Line - PW 2026	109.67
201	70.40	Supplies - Vehicle R&M		5002425	Deex Maryldine Deline COOF	00.24
201	7040	Supplies - Venicle R&IM	1643 Golf Mill Ford	508312P	Door Moulding - Police 6095	89.34
202	7040	Supplies - Vehicle R&M	16/13 Golf Mill Ford	508466P	Lamp Assembly - Police 6070 -	228.41
202	7040	Supplies - Venicle Raw	1045 0011 1010	5084001	07/29/2021	220.41
203	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	509098P	2 Washer Hoses & 8 Kits -	109.56
					Police Stock	
204	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	509444P	Coolant Tank, Hose, & Cap -	159.82
					Police 6909	
205	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-802680	Oil, Fuel, & Air Filters - PW	273.17
206	7040	Supplies Vahiele DRM	1062 NADA of Doc Disings	F741 8038FC	Stock	221.00
206	7040	Supplies - Venicle R&IM	1062 NAPA of Des Plaines	5741-802856	Diesel Exhaust Fluid - Fire Stock	331.80
207	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-803139	Air Filter - PW 5080	39.30
208	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-803351	Fuel Filter - PW 5099	24.88
209	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-803762	Air & Cab Filters - PW Stock	98.75
210	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-803924	Blower Motor & Resistor - PW	107.55
					5064	

Line #	Account		Vendor	Invoice	Invoice Description	Amount
211	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-804072	Radiator Hoses, Belt Tensioners, Spark Plugs, Etc	270.16
					Fire 7522	
212	7040	Supplies - Vehicle R&M	2137 McMaster-Carr Supply Company	63224104	Elastic Cord - Fire 7603	156.18
213	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	804387	Primer - PW 5076	19.94
214	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	804434	2 Engine Belts - Fire 7601	126.52
215	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	804634	Brake Chamber - PW 5099	80.30
216	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	804735	Brake Controller - PW 5111	102.27
217	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	804769	Exhaust Tail Pipe - Fire 7402	38.71
218	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	804913	6 Cabin Filters & Air Filter - PW Stock	71.46
219	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	804982	Oil Drain Plug, Brake Pads, & Rotors - Police 6928	262.81
220	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	805009	Filters & Strobe Light - PW 5089	106.93
221	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	805094	Filter Kit - Fire 7522	53.31
222	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	805098	Tensioner - Police 6081	71.77
223	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	805158	Radiator Cap - Fire 7522	5.09
224	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	805168	Oil Filter & 2 Air Filters - PW Stock	23.65
225	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	805175	Filter Kit Return - Fire 7522	(33.98)
226	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	805267	2 Air Filters - PW 5089	78.48
227	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	805335	A/C Accumulator - Fire 7522	23.09
228	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	805337	Fuel Treatment - Police 6034	11.98
229	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	805384	14 Oil Filters - PW Stock	29.70
230	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	805440	Belt & Tensioner - Police 6909	88.04
231	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	805441	2 Air Filters - PW Stock	136.88
232	7040	Supplies - Vehicle R&M	1174 3M Company	9412211097	Emergency Lighting - Fire 7801	185.11
233	7040	Supplies - Vehicle R&M	1018 Anderson Lock Company LTD	C044977	Keys Returned - PW 5128	(24.54)
234	7040	Supplies - Vehicle R&M		CM508006P	Returned A/C Line - PW 2026	(270.54)
235	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	CM508007P	Returned A/C Line - PW 2026	(144.44)

1100 #	Account		Vendor			A
				Invoice	Invoice Description	Amount
236	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101040279:01	Nameplate, Washers,	78.83
					Retainer, Extension Fender -	
					PW 5099	
237	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101040372:01	Fender Extensions & Studs -	301.50
					PW Stock	
238	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101040372:02	Fender Extension - PW 5099	265.38
239	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101041281:01	Mirror & Clamps - PW 5089	141.27
240	7040	Cumpling Vahiolo DRNA	FORF Nexthanset Trucks in a	V101041702.01	Clamp & 12 Callara DW/ 5090	02.27
240	7040	Supplies - Venicle R&IVI	5035 Northwest Trucks Inc	X101041782:01	Clamp & 12 Collars - PW 5089	92.27
241	7120	Gasoline	8331 Avalon Petroleum	468035	4,999 Gals Unleaded Gasoline	11,079.88
			Company Inc		07/30/2021, R-163-20	
242	7120	Gasoline	7349 Wex Inc	73152585	Fuel Purchases - 07/31/2021	313.11
243	7130	Diesel	8331 Avalon Petroleum	029106	1,998 Gal Bio Diesel Fuel -	4,045.97
			Company Inc		07/30/2021, R-163-20	
244	7120	Discol	. ,	72152505		024.27
244	7130	Diesel	7349 Wex Inc	73152585	Fuel Purchases - 07/31/2021	834.37
245	7500	Postage & Parcel	1566 UPS Store The	2021/2Q-PD &	Shipping Charges 12/18/2020-	10.71
				PW	06/29/2021	
Total 54	0 - Vehicle	Maintenance		1	1	41,757.12

Total 50 - Public Works & Engineering

			Police De	epartment		
Divisio	n: 610 - U	Iniformed Patrol				
246	5325	Training	1261 Northeast Multiregional Training	287632	Breath Analysis For Alcohol Training 7/12-7/13/2021 (1 Ofc)	125.00
247	5325	Training	1261 Northeast Multiregional Training	288364	Field Training Officer Class (1 Ofc) 7/12-7/16/2021	255.00
248	5325	Training	1261 Northeast Multiregional Training	288915	40 Hour Juvenile Skills Web Based (2 Ofc) 8/11/2021	150.00
249	6110	Printing Services	1233 Press Tech Inc	48090	1 Box of Business Cards 7/30/2021	20.00
250	6110	Printing Services	1233 Press Tech Inc	48097	1 Box of Business Cards 7/30/2021	20.00
251	7200	Other Supplies	2508 Doje's Forensic Supplies	22157	Print Brushes, Latent Cards, Photo Scales	203.95
252	7200	Other Supplies	2509 Lynn Peavey Co	381733	Finger Print Powder and Ink Pad	203.30
253	7300	Uniforms	5705 Artistic Engraving	17219	6 Sergeant Badges	718.81
254	7300	Uniforms	1244 Ray O'Herron Company Inc	2132368-IN	OSHA Yellow Traffic Vest for New Officer	44.99
255	7300	Uniforms	1489 JG Uniforms Inc	86982	3 DPPD Polo Shirts	174.00
256	7300	Uniforms	1489 JG Uniforms Inc	87429	New Officer Uniforms	951.05
Total 6	Total 610 - Uniformed Patrol					

195,734.81

Line #	Account		Vendor	Invoice	Invoice Description	Amount
Division	: 620 - Crii	minal Investigation				
257	6015	Communication Services	1315 IL Public Safety Agency Network	0046443	LEADS App for 6 Phones 7/1- 12/31/2021	396.00
258	6195	Miscellaneous Contractual Services	1517 Trans Union LLC	07150547	Investigations Database 6/26- 7/25/2021	116.11
259	6195	Miscellaneous Contractual Services	1572 LexisNexis Risk Solutions	1037713- 20210731	Investigations Database July 2021	137.00
260	6195	Miscellaneous Contractual Services	1683 Thomson Reuters	844794290	Investigations Database July 2021	324.15
Total 62	20 - Crimin	al Investigation		I	-	973.26

261	5310	Membership Dues	1076 Sam's Club Direct	999999-	2021-2022 Membership	40.00
				2021/2022	Renewal	
262	5320	Conferences	1627 IL Homicide	2021A0107	IL Homicide Invest Assc Conf	1,125.00
			Investigators Assoc		2021 (4 Det, 1 ET) 10/12-	
					10/14/2021	
263	5320	Conferences	1522 IL Association of Chiefs	8724	IL Assoc of Chiefs of Police	447.00
			of Police		Conf (1 Chief, 2 DC) 8/18-	
					8/20/2021	
264	5325	Training	6851 Axon Enterprise Inc	INUS002426	Basic Taser Instructor Class (1	375.00
					Ofc) 7/20/2021	
265	6000	Professional Services	5975 Aero Removals Trisons	21411A	Removal and Transport of 4	1,400.00
			Inc		Deceased 2020 July	
266	6000	Professional Services	8133 Elrod Friedman LLP	5091	7-21 Non-Retainer Matters	330.00
267	6015	Communication	1027 Call One	433982	Communication Service 08/15-	40,561.16
		Services			09/14/2020	
268	6110	Printing Services	1233 Press Tech Inc	48233	1 Box of Business Cards	20.00
					7/30/2021	
269	6110	Printing Services	1233 Press Tech Inc	48264	1 Box of Business Cards	20.00
					8/18/2021	
270	6110	Printing Services	1142 Copyset Printing	59589	C and P Ticket Envelopes	204.00
			Company		(500) 07/12/2021	
271	6185	Animal Control	2950 When Nature Calls	3060-30	Nuisance Animal Control 2021	1,173.00
					(Year 3 of 3) March 2021	
272	6190	Tow/Storage/Abandon	1567 Schimka Auto	6/1/2021	May 2021 Towing Services (2)	155.00
		ed Fees	Wreckers, Inc			
273	6190	Tow/Storage/Abandon	1567 Schimka Auto	7/1/2021	June 2021 Towing Services (1)	85.00
		ed Fees	Wreckers, Inc			
274	6190	Tow/Storage/Abandon	1567 Schimka Auto	8/1/2021	July 2021 Towing Services (2)	80.00
		ed Fees	Wreckers, Inc			
275	6195	Miscellaneous	1077 Shred-It USA LLC	8182498012	Shredding Services 07/09-	260.70
		Contractual Services			07/23/2021	
276	6305	R&M Equipment	1822 Kustom Signals	585968	Parts and Repair-Radar Unit	453.80
					(7/15/2021) Squad 69	

Line #	Account		Vendor	Invoice	Invoice Description	Amount
277	6345	R&M Police Range	3882 Best Technology Systems Inc	BTL-21011-7	2021 Service Agreement for Range Cleaning and Maintenance July	700.00
278	7000	Office Supplies	1644 Warehouse Direct Inc	5014032-0	Pens, Paper Clips, Note Pads, Paper Plates	75.72
279	7000	Office Supplies	1644 Warehouse Direct Inc	5023874-0	Paper (6), Napkins (2)	233.52
280	7000	Office Supplies	1644 Warehouse Direct Inc	5027642-0	Compressed Air Duster (2), Staples (6)	37.96
281	7200	Other Supplies	2016 Signarama	42326	Office Name Plate (S.T.A.R.T.) - Traffic Unit	68.74
282	7200	Other Supplies	1644 Warehouse Direct Inc	5014032-0	Pens, Paper Clips, Note Pads, Paper Plates	69.28
283	7200	Other Supplies	1644 Warehouse Direct Inc	5023874-0	Paper (6), Napkins (2)	21.44
284	7300	Uniforms	5705 Artistic Engraving	17209	Retirement Badge and Mount (1 Sgt)	246.57
285	7300	Uniforms	1489 JG Uniforms Inc	87335	Vest Cover for New CSO	158.00
286	7500	Postage & Parcel	1566 UPS Store The	2021/2Q-PD & PW	Shipping Charges 12/18/2020- 06/29/2021	102.50
Total 63	80 - Suppo	rt Services				48,443.39

Total 60 - Police Department

			Fire Depar	tment		
Division	n: 100 - A	dministration				
287	5310	Membership Dues	1349 MABAS Mutual Aid Box Alarm System Division 3	IL2102	2021 MABAS - IL State Dues	1,109.00
288	6110	Printing Services	1233 Press Tech Inc	48195	1 Box of Business Cards 07/30/2021	20.00
289	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8182510617	On-Site Shredding Station 61 7/23/21	83.90
290	7300	Uniforms	3212 On Time Embroidery Inc	87631	4 D/C Collar Brass - Deputy Chiefs	52.00
291	7300	Uniforms	3212 On Time Embroidery Inc	90048	Nameplate, Rosette, Cap Badge, 2 Collar Brass, Jacket- Dep. Chief	193.00
292	7300	Uniforms	3212 On Time Embroidery Inc	90051	4 T-Shirts - Chief	36.00
Total 10	00 - Adm	inistration	-	•	•	1,493.90

Divisior	n: 710 - Em	ergency Services				
293	6000	Professional Services	8192 Rebound	1948	Consulting-Orthopedic Patient Navigator Contract-August 2021	823.39
294	6035	Dispatch Services	5973 Emergency Twenty Four Inc	36103	Elevator Alarm Dispatch July 2021	2,843.00
295	6110	Printing Services	1233 Press Tech Inc	48255	1 Box of Business Cards 07/30/2021	20.00
296	6195	Miscellaneous Contractual Services	8263 Eagle Engraving Inc	2021-4057	Engraving Retirement Axe- 8/9/21- 1 Paramedic	230.00

52,282.75

Line #	Account		Vendor	Invoice	Invoice Description	Amount
297	6195	Miscellaneous	7779 FNX Coyote LLC	20210809A	Maltese Cross Plaque,	109.00
		Contractual Services			Engraving-8/9/21-Paramedic	
298	6305	R&M Equipment	1080 Air One Equipment Inc	171461	7 SCBA Cylinder Hydrotests - 8/6/21	150.50
299	6305	R&M Equipment	2501 FireService Management LLC	24319	Repairs to TurnOut Gear 7/29/21	174.02
300	6305	R&M Equipment	1745 Suburban Accents Inc	31053	Installation of Lettering Ambulance 62 - 8/5/21	150.00
301	6305	R&M Equipment	1660 Safety-Kleen Systems Inc	86769838	Parts Washer Solvent - Station 61 - Service 8/9/21	159.00
302	7000	Office Supplies	1644 Warehouse Direct Inc	5014964-0	4 Dozen Pencils	38.80
303	7000	Office Supplies	1644 Warehouse Direct Inc	5019956-0	6 USB Drives	39.78
304	7035	Supplies - Equipment R&M	6656 Route 12 Rental Co Inc	113447	32 Qt's, 5 Gal Fuel For Small Tools-Station Wide	302.35
305	7035	Supplies - Equipment R&M	7261 FireCraft Safety Products LLC	21-3108	Regulator	305.72
306	7200	Other Supplies	1018 Anderson Lock Company LTD	1070540	7 Special Cut Keys, 2 Store-A- Key	111.98
307	7200	Other Supplies	1148 WS Darley & Co	17441437	Fire & Safety Smoke Fluid	1,647.50
308	7300	Uniforms	3212 On Time Embroidery Inc	87630	4 B/C Class A Cap Badges - Battalion Chiefs	96.00
309	7300	Uniforms	3212 On Time Embroidery Inc	88204	4 S/S Polo's - Paramedic	168.00
310	7300	Uniforms	3212 On Time Embroidery Inc	88322	Job Shirt, S/S Polo - Paramedic	113.00
311	7300	Uniforms	3212 On Time Embroidery	88343	2 S/S Polo's - Paramedic	84.00
312	7300	Uniforms	3212 On Time Embroidery	88344	3 S/S Polo's - Paramedic	126.00
313	7300	Uniforms	3212 On Time Embroidery Inc	88846	T-Shirts, Station Pants, Shorts, Jogger Oxford-Engineer	229.00
314	7300	Uniforms	3212 On Time Embroidery Inc	88927	Waterproof Boots, 2 T-Shirts, Station Pants - Lieutenant	183.00
315	7300	Uniforms	3212 On Time Embroidery Inc	88999	Jogger Oxford - Paramedic	89.00
316	7300	Uniforms	3212 On Time Embroidery Inc	89076	3 T-Shirts - Paramedic	27.00
317	7300	Uniforms	3212 On Time Embroidery Inc	89144	Twill Cap, 3 T-Shirts, BDU Shorts - Engineer	75.00
318	7300	Uniforms	3212 On Time Embroidery Inc	89283	3 T-Shirts, Trousers - Engineer	99.00
319	7300	Uniforms	3212 On Time Embroidery Inc	90049	Twill Cap, 5 T-Shirts - Paramedic	79.00
320	7300	Uniforms	3212 On Time Embroidery	90050	Twill Cap, Jogger Oxford, Trousers - Paramedic	184.00
321	7300	Uniforms	3212 On Time Embroidery Inc	90052	3 T-Shirts - Paramedic	27.00
322	7300	Uniforms	3212 On Time Embroidery	90053	Twill Cap, Pocketed Shorts, Belt - Paramedic	64.00

					-	
Line #	Account		Vendor	Invoice	Invoice Description	Amount
323	7300	Uniforms	3212 On Time Embroidery	90054	2 T-Shirts, Pocketed	38.00
			Inc		Sweatpants - Paramedic	
324	7300	Uniforms	3212 On Time Embroidery	90055	Oxford Shoe - Battalion Chief	89.00
			Inc			
325	7300	Uniforms	3212 On Time Embroidery	90056	Pocketed Shorts, 6 T-Shirts -	91.00
			Inc		Lieutenant	
326	7300	Uniforms	3212 On Time Embroidery	90057	Pocketed Short, Pocketed	39.00
			Inc		Sweatpants - Paramedic	
327	7320	Equipment < \$5,000	1080 Air One Equipment Inc	171305	4 Hose Tester Female/Male	87.00
					Adapters	
328	8015	Equipment	2960 Haiges Machinery Inc	0214517-IN	Continental Girbau Washer	13,580.00
					Extractor 60# Capacity	
Total 710 - Emergency Services						22,672.04

Division	Division: 720 - Fire Prevention								
329	5310	Membership Dues	1076 Sam's Club Direct	999999-	2021-2022 Membership	40.00			
				2021/2022	Renewal				
330	6110	Printing Services	1233 Press Tech Inc	48162	1 Box of Business Cards	20.00			
					07/30/2021				
331	7200	Other Supplies	1046 Hinckley Spring Water	2533573 081021	Water Supply 07/22/2021	27.93			
			Со						
Total 72	20 - Fire Pr	evention				87.93			

Division: 730 - Emergency Management Agency								
332	6305	R&M Equipment	1124 Braniff	0033546	Service to Update Federal	400.00		
			Communications Inc		Signal CommanderOne			
					Program-08/05/2021			
333	7000	Office Supplies	1644 Warehouse Direct Inc	5018128-0	Paper Clips, Binder Clips Tape,	9.92		
					Whiteboard Cleaner			
Total 730 - Emergency Management Agency						409.92		

Total 70 - Fire Department

Departn	Department: 75 - Fire & Police Commission								
334	5340	Pre-Employment	5372 COPS & FIRE Personnel	106630	3 Law Enforcement Pre-	1,350.00			
		Testing	Testing Service		Employment Psychological				
					Testing 8/3-8/6/21				
335	5340	Pre-Employment	1320 IL State Police	Cost 01755-07/21	Fingerprint Background Check	28.25			
		Testing			Services for July 2021				
336	5340	Pre-Employment	5213 Shaughnessy, Kevin W	DESP0807	Polygraph Testing Services -	230.00			
		Testing			08/07/2021				
Total 75	- Fire & P	olice Commission				1,608.25			

Department: 90 - Overhead								
337	5310	Membership Dues	1076 Sam's Club Direct	23689W	Credit for 2 Discontinued 2020 Memberships	(80.00)		
338	6015	Communication Services	1027 Call One	433982	Communication Service 08/15- 09/14/2020	12,568.92		
Total 9	Total 90 - Overhead							

Total 100 - General Fund

349,232.57

24,663.79

City of Des Plaines

Warrant Register 09/07/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount			
	Fund: 201 - TIF #1 Downtown Fund								
339	6315	R&M Buildings & Structures	8262 Automatic Fire Systems Inc	28470	Des Plaines Theatre Sprinkler Sys Install 12/06/20- 08/31/2021	256,084.20			
340	6315	R&M Buildings & Structures	1135 Colley Elevator Co	TheaterPayApp-1	Dumbwaiter Project - Theatre · 07/05-07/18/2021, R-119-20	56,191.00			
Total 201 - TIF #1 Downtown Fund						312,275.20			

			Fund: 230 - Motor	Fuel Tax Fund		
341	6000	Professional Services	7355 Soil & Material	46657	2020 CIP A-Geotechnical	1,024.00
			Consultants Inc		Services 07/02 & 07/06/2021	
342	6155	Sidewalk	1402 DiNatale Construction	2021-Concrete-P3	2021 CIP Concrete	2,625.00
		Improvements	Inc		Improvements 07/29-	
					08/16/2021	
343	6330	R&M Traffic Signals	2032 Mount Prospect,	2021-00550002	Signal Traffic Maint-	2,523.00
			Village of		01/01/2021 to 03/31/2021	
344	6330	R&M Traffic Signals	2032 Mount Prospect,	2021-00550003	Signal Traffic Maint-	344.68
			Village of		04/01/2021 to 06/30/2021	
345	6330	R&M Traffic Signals	1139 Cook County of Illinois	2021-2	Traffic Signal Maint	1,253.25
					Dempster & Potter 04/01-	
					06/30/2021	
346	6330	R&M Traffic Signals	1206 Illinois, State of	60873	R-115-11 Traffic Signal	10,818.18
					Maintenance 04/01-	
					06/30/2021	
347	8100	Improvements	1402 DiNatale Construction	2021-Concrete-P3	2021 CIP Concrete	16,440.85
			Inc		Improvements 07/29-	
					08/16/2021	
Total 23	0 - Moto	or Fuel Tax Fund				35,028.96

			Fund: 240 - CI	DBG Fund		
348	6570	Subsidy - Residential Rehab	1264 North West Housing Partnership	HRP - 6/28/21	HRP Program Administration B-19-MC-17-EN - 10/1/19- 7/29/21	15,473.39
349	6570	Subsidy - Residential Rehab	7569 C and S General Contractors Inc	HRP - 8/9/21	NWHP Home Repair Program - 6/1/20-7/29/21 - B-19-MC-17- EN	24,000.00
350	6570	Subsidy - Residential Rehab	8143 Optima Construction & Abatement Inc	HRP - 8/9/21	NWHP Home Repair Program - 1/12/20-7/29/21 - B-20-MC- 17-EN	23,330.00
351	6570	Subsidy - Residential Rehab	1264 North West Housing Partnership	HRP-69 - 6/18/21	Home Repair Program HRP-69 B-19-MC-17-009-EN - 6/1/20- 7/29/21	1,252.59
Total 240 - CDBG Fund						

	Fund: 250 - Grant Projects Fund							
Program	Program: 2520 - Capital Grants							
352	6000	Professional Services	3338 Gabriel Environmental	0821A0048	Pre-Demolition Asbestos	1,325.00		
			Services		Inspection-Phase 4-1935 Big			
					Bend 7/26/21			

Line #	Account		Vendor	Invoice	Invoice Description	Amount
353	6000	Professional Services	3338 Gabriel Environmental	0821A0049	Pre-Demolition Asbestos	1,865.00
			Services		Inspection-Phase 4-329	
					Hawthorne 7/26/21	
354	6000	Professional Services	1126 Civiltech Engineering	3556-04	R-26-21 Engr Svcs - Rand Rd	56,814.31
			Inc		Sidepath 06/26-07/30/2021	
355	355 6000	Professional Services	1165 Union Pacific Railroad	90109107	R-132-21 Rand Rd Sidepath -	1,922.00
			Company		ITEP Construction -	
				03/26/2021		
356	6000	Professional Services	1165 Union Pacific Railroad	90109157	R-132-21 Rand Rd Sidepath -	3,469.96
		Company		ITEP Construction- 04/01-		
					06/30/21	
357	6000	Professional Services	1562 Wisconsin Central LTD	91581969	R-132-21 Rand Rd Sidepath -	37,411.02
					ITEP Construction 02/17-	
					05/20/2021	
358	6000	Professional Services	1562 Wisconsin Central LTD	91585983	R-132-21 Rand Rd Sidepath -	608.80
					ITEP Construction 04/08-	
					07/09/2021	
359	6005	Legal Fees	8169 Burke, Warren,	248322-0M70009	Legal Fees-Rand Rd Sidepath-	300.00
			MacKay & Serritella PC		1507 Rand Rd 06/08/2021	
360	6005	Legal Fees	8133 Elrod Friedman LLP	5071	7-21 Non-Retainer IEMA &	1,342.00
					FEMA Review Phase 4	
361	8100	Improvements	1206 Illinois, State of	124037	R-28-18 Construction-Ballard	17,494.52
					Rd Sidewalk/Sidepath	
					12/3/19-1/9/21	
362	8100	Improvements	1086 Arrow Road	2020-A-P10	R-125-20 Contractor 2020 CIP	139,116.83
			Construction Company		Cont A St & ADA Improv 7/23-	
					8/13/21	
otal 25	20 - Capit	al Grants				261,669.44

Total 250 - Grant Projects Fund

261,669.44

	Fund: 260 - Asset Seizure Fund Program: 2620 - DEA							
Progran								
363	6305	R&M Equipment	7920 SF Mobile-Vision Inc	42072	Body Camera Repair (5) 08/05/2021	695.00		
364	6305	R&M Equipment	7920 SF Mobile-Vision Inc	42076	Body Camera Replacement (4) 08/05/2021	1,956.00		
365	6305	R&M Equipment	7920 SF Mobile-Vision Inc	42079	Body Camera Repair/Repl (5) 08/05/2021	2,081.00		
Total 26	520 - DEA			•		4,732.00		

Program	n: 2640 -	Forfeit				
366	6115	Licensing/Titles	1744 IL Secretary of State	2449278B-2022	Squad # 15 License Plate Renewal (2022)	151.00
367	6115	Licensing/Titles	1744 IL Secretary of State	484846-2022	Squad # 23 License Plate Renewal (2022)	151.00
368	6115	Licensing/Titles	1744 IL Secretary of State	AP80630-2022	Squad # 28 License Plate Renewal (2022)	151.00
Total 26	640 - Forf	eit				453.00

Total 260 - Asset Seizure Fund

5,185.00

City of Des Plaines

Warrant Register 09/07/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount		
	Fund: 400 - Capital Projects Fund							
369	6000	Professional Services	1199 Spaceco Inc	86169	R-104-21 Engr Svcs - Task	19,575.00		
					Order 1 - 06/27-07/24/2021			
370	6005	Legal Fees	8133 Elrod Friedman LLP	5083	7-21 Non-Retainer Litigation	127.50		
371	6005	Legal Fees	8133 Elrod Friedman LLP	5093	7-21 Non-Retainer Matters	331.50		
372	8100	Improvements	1328 John Neri Construction	2021-A-P3	R-81-21 2021 CIP Street &	29,286.77		
			Company Inc		Utility Improvements 07/23-			
					08/06/2021			
Total 40	0 - Capital	Projects Fund				49,320.77		

			Fund: 430 - Facilities F	Replacement Fund		
373	6000	Professional Services	7661 FGM Architects Inc	21-3200.01-1	City Hall and Police Station Entry Addition 05/29- 07/02/2021	1,975.00
374	6000	Professional Services	7661 FGM Architects Inc	21-3200.02-1	Police Station Addition and Renovation 05/29- 07/02/2021	4,375.00
375	6000	Professional Services	7661 FGM Architects Inc	21-3201.01-1	Fire Station 61 Renovation Design 5/29/21-7/2/21	2,375.00
376	6000	Professional Services	8130 ECS Midwest LLC	902856	Civic Deck Materials Testing 07/10/2021	329.75
377	6195	Miscellaneous Contractual Services	7521 United Rentals (North America) Inc	195657893-001	Lift Rental 07/08-08/04/2021	2,133.51
378	6195	Miscellaneous Contractual Services	1931 Oui Oui Enterprises LLC	73858	6/14/21-6/29/21 Portable Restroom Service @ Theatre	70.67
379	6315	R&M Buildings & Structures	1135 Colley Elevator Co	211138	Run Elevator for Hoistway Fire Protection Before Inspect 4/27/21	510.00
380	6315	R&M Buildings & Structures	8262 Automatic Fire Systems Inc	28473	Change Cover Plate Colors - Theater 08/18/2021	320.00
381	6315	R&M Buildings & Structures	8262 Automatic Fire Systems Inc	28474	Labor & Material for FDC Connection Revisions-Theatre 07/30/2021	7,941.00
382	6315	R&M Buildings & Structures	2027 American National Skyline Inc	306145	Window Cleaning @ Theatre 07/23/2021	512.50
383	6315	R&M Buildings & Structures	8224 All-Tech Decorating Company	39205	Interior Painting - Theater - 08/03/2021-08/06/2021	4,775.00
384	6315	R&M Buildings & Structures	7146 JOS Services Inc	4710	Plumbing Labor 7/5/21 @ Theatre	1,000.00
385	6315	R&M Buildings & Structures	7146 JOS Services Inc	4711	Plumbing Labor 7/6/21 @ Theatre	1,000.00
386	6315	R&M Buildings & Structures	7146 JOS Services Inc	4712	Plumbing Labor 7/7/21 @ Theatre	1,000.00
387	6315	R&M Buildings & Structures	7146 JOS Services Inc	4713	Plumbing Labor 7/8/21 @ Theatre	1,000.00
388	6315	R&M Buildings & Structures	7146 JOS Services Inc	4714	Plumbing Labor 7/9/21 @ Theatre	1,000.00
389	6315	R&M Buildings & Structures	7146 JOS Services Inc	4715	Plumbing Labor 7/12/21 @ Theatre	1,000.00

Line #	Account		Vendor	Invoice	Invoice Description	Amount
390	6315	R&M Buildings &	7146 JOS Services Inc	4716	Plumbing Labor Services	1,000.00
		Structures			7/13/21 @ Theatre	,
391	6315	R&M Buildings &	7146 JOS Services Inc	4717	Plumbing Labor Services	1,000.00
		Structures			7/14/21 @ Theatre	,
392	6315	R&M Buildings &	7146 JOS Services Inc	4718	Plumbing Labor Services	1,000.00
		Structures			7/15/21 @ Theatre	,
393	6315	R&M Buildings &	7146 JOS Services Inc	4719	Plumbing Labor Services	1,000.00
		Structures		-	7/16/21 @ Theatre	,
394	6315	R&M Buildings &	7146 JOS Services Inc	4720	Plumbing Labor Services	1,000.00
		Structures		-	7/19/21 @ Theatre	,
395	6315	R&M Buildings &	7146 JOS Services Inc	4721	Plumbing Labor Services	1,000.00
		Structures			7/20/21 @ Theatre	_,
396	6315	R&M Buildings &	7146 JOS Services Inc	4722	Plumbing Labor Services	1,000.00
000	0010	Structures			7/21/21 @ Theatre	_)=======
397	6315	R&M Buildings &	7146 JOS Services Inc	4723	Plumbing Labor Services	1,000.00
557	0010	Structures	, 140 500 Services me	4723	7/22/21 @ Theatre	1,000.00
398	6315	R&M Buildings &	7146 JOS Services Inc	4724	Plumbing Labor Services	1,000.00
330	0010	Structures	, 140 500 Services me	-7/2-1	7/23/21 @ Theatre	1,000.00
399	6315	R&M Buildings &	7146 JOS Services Inc	4725	Plumbing Labor Services	1,000.00
555	0515	Structures	7140 JOS Services inc	4725	7/26/21 @ Theatre	1,000.00
400	6315	R&M Buildings &	7146 JOS Services Inc	4726	Plumbing Labor Services	1,000.00
400	0515	Structures	7140 JOS Services inc	4720	7/27/21 @ Theatre	1,000.00
401	6315	R&M Buildings &	7146 JOS Services Inc	4727	Plumbing Labor Services	1,000.00
401	0313	Structures	7140 JOS Services inc	4727	7/28/21 @ Theatre	1,000.00
402	6315	R&M Buildings &	7146 JOS Services Inc	4728	Plumbing Labor Services	1,000.00
402	0212	-	7146 JOS Services IIIC	4720	_	1,000.00
403	6315	Structures	7146 JOS Services Inc	4729	7/30/21 @ Theatre	1 000 00
405	0212	R&M Buildings &	7146 JOS Services IIIC	4729	Plumbing Labor Services	1,000.00
404	6315	Structures R&M Buildings &	7146 IOS Services Inc.	4835	7/29/21 @ Theatre	1 000 00
404	0312	-	7146 JOS Services Inc	4835	Plumbing Labor at Theatre	1,000.00
405	C215	Structures		C21C	8/2/21	12 565 74
405	6315	R&M Buildings &	5440 Manusos General	6216	6/7/21-6/12/21 Construction	13,565.74
		Structures	Contracting Inc		Services Task Order #9 @	
400	C245			6224	Theatre	47 220 22
406	6315	R&M Buildings &	5440 Manusos General	6221	Construction Services 6/14/21-	17,239.23
		Structures	Contracting Inc		6/19/21 TO #10 @ Theater	
407	6245		5440.54	6220		44.670.00
407	6315	R&M Buildings &	5440 Manusos General	6229	Tile Installation - Theatre -	14,679.00
400	6245	Structures	Contracting Inc	6220	05/03-05/07/2021	46.275.00
408	6315	R&M Buildings &	5440 Manusos General	6230	Construction Services -	16,275.00
		Structures	Contracting Inc		Theater - 06/10/2021-	
					06/14/2021	
409	6315	R&M Buildings &	5440 Manusos General	6231	Construction Services -	18,453.23
		Structures	Contracting Inc		Theater - 6/20/2021-	
					6/26/2021	
410	6315	R&M Buildings &	5440 Manusos General	6245	Construction Services -	11,690.45
		Structures	Contracting Inc		Theatre - 06/27/2021-	
					07/03/2021	
411	6315	R&M Buildings &	5440 Manusos General	6246	Construction Services -	11,357.74
		Structures	Contracting Inc		Theater - 07/04/2021-	
					07/10/2021	

Line #	Account		Vendor	Invoice	Invoice Description	Amount
412	6315	R&M Buildings &	5440 Manusos General	6247	Construction Services -	11,908.60
		Structures	Contracting Inc		Theater - 7/11/21-7/17/21;	
					TO 16	
413	6315	R&M Buildings &	5440 Manusos General	6253	Four Custom Anodized Door	8,421.00
		Structures	Contracting Inc		Pulls - Theater 7/29/2021	
414	6315	R&M Buildings &	5440 Manusos General	6254	Entry Doors & Ticket Booth	13,880.00
		Structures	Contracting Inc		Cladding - Theater -	
			-		07/29/2021	
415	6315	R&M Buildings &	5440 Manusos General	6259	Construction Services -	4,388.64
		Structures	Contracting Inc		Theater - 07/26-07/31/2021,	
			Ū.		R-47-21	
416	6315	R&M Buildings &	5440 Manusos General	6268A	Construction Services 8/3/21	1,942.40
		Structures	Contracting Inc		@ Theatre	,
417	6315	R&M Buildings &	5440 Manusos General	6268B	Construction Services -	2,446.24
		Structures	Contracting Inc		Theater - 08/07/2021, R-47-	, -
					21	
418	6315	R&M Buildings &	4583 Argon Electric	9387	Electrical Repairs -	9,234.00
		Structures	Company, Inc		03/08/2021-03/19/2021	-,
419	6315	R&M Buildings &	4583 Argon Electric	9388	Electrical Repairs - Theater -	8,958.00
115	0010	Structures	Company, Inc	5566	03/15/2021-03/19/2021	0,000.00
420	6315	R&M Buildings &	4583 Argon Electric	9456	Electrical Services 7/12/21-	19,729.00
.20	0010	Structures	Company, Inc	5 150	7/16/21 @ Theatre	13,7 23.00
421	6315	R&M Buildings &	4583 Argon Electric	9458	Electrical Labor - Theater -	19,838.00
721	0010	Structures	Company, Inc	5450	07/19/2021-07/23/2021	19,000.00
422	7045	Supplies - Building	8244 Des Plaines Ace	1054	Spray Paint @ Theatre	7.19
722	7045	R&M	Hardware	1034	spray raine @ meatre	7.15
423	7045	Supplies - Building	8244 Des Plaines Ace	1059	Fasteners @ Theatre	7.60
125	/013	R&M	Hardware	1000	rustellers & meatre	,
424	7045	Supplies - Building	1018 Anderson Lock	1070630	Door Cylinder @ Theatre	129.80
727	7045	R&M	Company LTD	10/0030	bool cymaci @ meatre	125.00
425	7045	Supplies - Building	1018 Anderson Lock	1070819	Door Cylinders @ Theatre	412.40
125	/013	R&M	Company LTD	10,0015		112.10
426	7045	Supplies - Building	8244 Des Plaines Ace	1072	Chain Link @ Theatre	5.38
		R&M	Hardware			0.00
427	7045	Supplies - Building	1941 Global Equipment	118007123	Cage Parts for New Civic Deck	355.04
,		R&M	Company			
428	7045	Supplies - Building	4177 Uline Inc	136349625	Swing Gate for Projection	420.65
		R&M			Room @ Theatre	
429	7045	Supplies - Building	4177 Uline Inc	136629814	Reflective Bollard Covers for	636.77
		R&M			Civic Deck	
430	7045	Supplies - Building	8283 Banner Plumbing	2748693	Sink @ Theatre	1,042.25
		R&M	Supply Company LLC			_,
431	7045	Supplies - Building	8283 Banner Plumbing	2749976	Plumbing Supplies - Theater	810.06
		R&M	Supply Company LLC			0_0.00
432	7045	Supplies - Building	5917 Ferguson Enterprises	6074486	Sewage Pump & Controller @	2,481.81
		R&M	Inc		Theatre	_,.01.01
433	7045	Supplies - Building	5917 Ferguson Enterprises	6074508	Sewer Pump and Controller	2,481.81
		R&M	Inc		East Side @ Theatre	_, .91.91
434	7045	Supplies - Building	5917 Ferguson Enterprises	6074513	Sump Pump/Float Valves/Etc.	1,757.42
+3+		R&M	Inc		@ Theatre	±,, 5,.42
435	7045	Supplies - Building	5917 Ferguson Enterprises	6083858	Water Heater for Basement of	12,313.16
-35	, 0-15	R&M	Inc		Theatre	12,313.10
	1	no.m			Page 23 of	

Line #	Account		Vendor	Invoice	Invoice Description	Amount
436	7045	Supplies - Building	5917 Ferguson Enterprises	6185705	Drinking Fountain @ Theatre	1,429.00
		R&M	Inc			
437	7045	Supplies - Building R&M	1057 Menard Incorporated	79079	Newel Posts @ Theatre	872.00
438	7045	Supplies - Building R&M	1057 Menard Incorporated	79080	Trim @ Theatre	1,018.08
439	7045	Supplies - Building R&M	1057 Menard Incorporated	79315	Plumbing Supplies @ Theatre	264.94
440	7045	Supplies - Building R&M	1057 Menard Incorporated	79410	Steel Wool/Spray Paint @ Theatre	56.98
441	7045	Supplies - Building R&M	1057 Menard Incorporated	79885	Painting Supplies @ Theatre	33.94
442	7045	Supplies - Building R&M	1057 Menard Incorporated	80952	Wood and Fasteners @ Theatre	58.68
443	7045	Supplies - Building R&M	1057 Menard Incorporated	80972	Casement Pine Boards @ Theatre	148.44
444	7045	Supplies - Building R&M	1057 Menard Incorporated	80995	Mortar, Wood Putty, Wall Plates, Etc. @ Theatre	1,167.70
445	7045	Supplies - Building R&M	1057 Menard Incorporated	81073	Handrails, Sponges, Staining Pads, Etc.	1,050.51
446	7045	Supplies - Building R&M	1057 Menard Incorporated	81101	Staining Supplies @ Theatre	59.54
447	7045	Supplies - Building R&M	1057 Menard Incorporated	81108	Painters Tape @ Theatre	35.94
448	7045	Supplies - Building R&M	1057 Menard Incorporated	81568	Polyurethane and Sponges @ Theatre	119.77
449	7045	Supplies - Building R&M	7691 Builders Asphalt LLC	81990	Alley Behind Theater Pavement Restoration	897.54
450	7045	Supplies - Building R&M	1057 Menard Incorporated	82877A	Painting Supplies @ Theatre	65.82
451	7045	Supplies - Building R&M	1057 Menard Incorporated	83559	Pipe Insulation, Duct Tape, Etc. @ Theatre	85.54
452	7045	Supplies - Building R&M	1057 Menard Incorporated	83621	Lumber/Hinge/Etc. @ Theatre	198.80
453	7045	Supplies - Building R&M	1057 Menard Incorporated	83767	Anchors for Civic Deck	87.79
454	7045	Supplies - Building R&M	1057 Menard Incorporated	83778	Washers and Nuts for Theatre Seating	7.71
455	7045	Supplies - Building R&M	1057 Menard Incorporated	83790	Thread Die for Theatre Seating	2.99
456	7045	Supplies - Building R&M	1057 Menard Incorporated	83823	Anchor, Bolts, Etc.	62.92
457	7045	Supplies - Building R&M	1057 Menard Incorporated	83844	Return Pine Door Jamb from Theatre	(18.32)
458	7045	Supplies - Building R&M	1057 Menard Incorporated	83845	Wood @ Theatre	60.85
459	7045	Supplies - Building R&M	1057 Menard Incorporated	83878	Supplies to Install Police Cage in Basement of Civic Deck	73.67
460	7045	Supplies - Building R&M	1057 Menard Incorporated	83888	Joist Hangers @ Theatre	15.37

Line #	Account		Vendor	Invoice	Invoice Description	Amoun
461	7045	Supplies - Building R&M	1057 Menard Incorporated	84596	Lumber, Fasteners, Etc. @	213.14
462	7045			84607	Theatre	22.00
462	7045	Supplies - Building R&M	1057 Menard Incorporated	84607	HVAC Grille @ Theatre	23.99
463	7045	Supplies - Building	1047 Home Depot Credit	8605462	Materials for Bollards at Civic	36.37
		R&M	Svcs		Center	
464	7045	Supplies - Building R&M	1072 Prairie Material	890120860	Concrete @ Theatre	123.25
465	7045	Supplies - Building R&M	1174 3M Company	9412163976	Reflective Striping for Civic Parking Deck	462.79
466	7045	Supplies - Building R&M	4583 Argon Electric Company, Inc	9459	Electrical Supplies @ Theatre	2,143.00
467	7045	Supplies - Building R&M	4583 Argon Electric Company, Inc	9460	Electrical Supplies @ Theatre	1,968.00
468	7045	Supplies - Building R&M	1550 Addison Building Material Co	955774	Caulking Supplies @ Theatre	72.77
469	7045	Supplies - Building R&M	1550 Addison Building Material Co	955791	Rebar @ Theatre	21.94
470	7045	Supplies - Building R&M	1550 Addison Building Material Co	955892	Materials for Parking Bumper and Bollard Installation	112.26
471	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/051826	Conduit @ Theatre	108.98
472	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/051859	Tape and Heat Shrink @ Theatre	56.23
473	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	N59951	Civic Deck Access Control Locks	401.00
474	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	N59962	Parking Deck Access Control Supplies	199.75
475	7045	Supplies - Building R&M	8201 Gexpro	\$131380591.001	Lights @ Theatre	242.91
476	7045	Supplies - Building R&M	8366 Connexion	\$1783820.005	Electrical Supplies @ Theatre	244.00
477	7045	Supplies - Building R&M	8366 Connexion	\$1783820.006	Electrical Supplies @ Theatre	430.00
478	7045	Supplies - Building R&M	8366 Connexion	S1784798.001	4 Chandelier Lifts @ Theatre	5,318.00
479	7045	Supplies - Building R&M	8366 Connexion	S1789511.001	Electrical Supplies @ Theatre	1,058.94
480	7045	Supplies - Building R&M	8366 Connexion	\$1789595.001	Electric Supplies @ Theatre	120.67
481	7045	Supplies - Building R&M	8366 Connexion	S1790961.001	Electric Supplies for the Theater	321.69
atal 47	D Eaciliti	es Replacement Fund	•		•	294,720.92

	Fund: 500 - Water/Sewer Fund								
	Non Departmental								
Division	Division: 550 - Water Systems								
482	6015	Communication	1027 Call One	433982	Communication Service 08/15-	1,802.19			
		Services			09/14/2020				
483	6180	Water Sample Testing	1642 Suburban	191957	IEPA Testing - 07/06-	2,091.00			
			Laboratories, Inc		07/27/2021				

Line #	Account		Vendor	Invoice	Invoice Description	Amount
484	6195	Miscellaneous	6281 Dorner Company	157877-IN	Altitude Valve Inspection -	2,250.00
		Contractual Services			Howard Tank - 06/16/2021	
485	6195	Miscellaneous	5400 Dahme Mechanical	20210202	Emergency Repairs - Central	5,500.00
		Contractual Services	Industries Inc		Water Pumps - 07/30/2021	
486	6195	Miscellaneous	1606 Dixon Engineering Inc	21-8328	Remote Inspection - Maple St	800.00
		Contractual Services			Pump Station - 06/17/2021	
487	6195	Miscellaneous	1467 HBK Water Meter	210397	Meter Bench Test -	33.66
		Contractual Services	Service Inc		08/05/2021	
488	6195	Miscellaneous	1467 HBK Water Meter	210405	14 Meter Bench Tests -	357.00
		Contractual Services	Service Inc		08/05/2021	
489	6195	Miscellaneous	1467 HBK Water Meter	210418	Meter Bench Test -	33.66
		Contractual Services	Service Inc		08/12/2021	
	64.95			0700070		
490	6195	Miscellaneous	8316 Instrument & Valve	3768670	Gauges Calibration -	1,964.23
		Contractual Services	Services Company		Rosemont Water Tanks -	
401	6195	Miscellaneous	4583 Argon Electric	9455	06/30/2021 Antenna Removal - Oakton	8,889.00
491	0192	Contractual Services	-	9455		8,889.00
		Contractual Services	Company, Inc		Tank - 06/14-06/18/2021	
492	6300	R&M Software	6992 Core & Main LP	P344809	Sensus Annual Customer	7,335.00
492	0300	Raw Soltware		F 344609	Portal Fee - 07/29/2021, R-9-	7,555.00
					21	
493	6305	R&M Equipment	1154 West Side Tractor	L87299	2000 Hour Service - PW 9037 -	1,538.63
155	0000	nam Equipment	Sales	207200	07/30/2021	1,000.000
494	6305	R&M Equipment	1154 West Side Tractor	L87300	Hydraulic Leak Repair - PW	1,010.62
			Sales		9037 - 07/30/2021	_,
495	6305	R&M Equipment	1154 West Side Tractor	L87301	Track Replacement - PW 9037	4,015.32
			Sales		- 07/30/2021	
496	6310	R&M Vehicles	1674 Spring-Align of	118875	R&R Leaf Springs, Stacks &	1,075.70
			Palatine, Inc		Hardware - PW 9030 -	-
					08/16/2021	
497	7020	Supplies - Safety	4093 White Cap LP	10014704842	Safety Lanyards	157.88
498	7020	Supplies - Safety	8346 Emergent Safety	1902731296	Safety Harness	476.49
			Supply			
499	7020	Supplies - Safety	8346 Emergent Safety	1902734699	Safety Harness	108.09
			Supply			
500	7020	Supplies - Safety	1703 Prosafety Inc	2/880580	Locating Paint, Flags, & Ear	106.45
					Muffs	
501	7020	Supplies - Safety	2053 USA Bluebook	639104	2 Chlorine Emergency A Kits	4,973.76
502	7020	Supplies - Safety	1043 WW Grainger Inc	9012990256	Silicone Gloves	59.22
503	7020	Supplies - Safety	1192 Sherwin Industries Inc	SS090131	Portable Road Signs	408.50
504	7035	Supplies - Equipment	1484 Thompson Rental	588617-3	33 Lb Propane Tank Refill -	147.82
		R&M	Station Inc	ļ	PW 9040	
505	7035	Supplies - Equipment	1088 Atlas Bobcat LLC	BS2017	Filter Return - PW 9026	(39.19)
	1	R&M				

Line #	Account		Vendor	Invoice	Invoice Description	Amount
506	7035	Supplies - Equipment R&M	1575 Pirtek O'Hare	OH-T00012368	Hydraulic Hose - PW 9009	79.19
507	7035	Supplies - Equipment R&M	1520 Russo Power Equipment	SPI10789345	Starter Rope, Grip, & Cover/Coil - PW 9049	122.99
508	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0220940	Wheel Sensors - PW 9030	298.15
509	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	805124	Belt & Idler Pulley - PW 9030	34.76
510	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	805133	2 Tire Sensor Bands - PW 9030	29.24
511	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101040349:01	Oxygen Sensor - PW 9059	89.90
512	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	1114	Hose & Spray Nozzle	17.98
513	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10398821	2.0 Cu Yds Top Soil - 07/02/2021	59.30
514	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10406536	3.0 Cu Yds Top Soil - 08/16/2021	88.95
515	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10406601	3.0 Cu Yds Top Soil - 08/16/2021	88.95
516	7070	Supplies - Water System Maintenance	2028 Northwest Electrical Supply	17509956	100 Ground Clamps - Meters	262.00
517	7070	Supplies - Water System Maintenance	1703 Prosafety Inc	2/880580	Locating Paint, Flags, & Ear Muffs	686.40
518	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	254355-000	2 O-Rings	20.06
519	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	254758-000	B-Box Repair Lids	304.40
520	7070	Supplies - Water System Maintenance	1072 Prairie Material	890135761	5.0 Cu Yds Concrete - Street Repair - 08/05/2021	656.25
521	7070	Supplies - Water System Maintenance	8244 Des Plaines Ace Hardware	947	2 Paint Brushes	9.88
522	7070	Supplies - Water System Maintenance	6992 Core & Main LP	P365321	Repair Sleeves	2,420.00
523	7070	Supplies - Water System Maintenance	6992 Core & Main LP	P365895	Returned Meters	(1,908.00)
524	7070	Supplies - Water System Maintenance	6992 Core & Main LP	P371783	3/4 Curb Stops & Hyd Extension	979.69
525	7070	Supplies - Water System Maintenance	6992 Core & Main LP	P371796	3/4 Curb Stops	672.00
526	7105	Wholesale Water - NWWC	2901 Northwest Water Commission	08022021	Wholesale Water Purchase - July 2021 R-183-14	345,669.52

Line #	Account		Vendor	Invoice	Invoice Description	Amount
527	7120	Gasoline	8331 Avalon Petroleum Company Inc		4,999 Gals Unleaded Gasoline - 07/30/2021, R-163-20	1,861.33
528	7130	Diesel	8331 Avalon Petroleum Company Inc	029106	1,998 Gal Bio Diesel Fuel - 07/30/2021, R-163-20	290.17
Total 55	50 - Water	Systems				397,928.14

529	6015	ewer Systems Communication	1027 Call One	433982	Communication Service 08/15-	522.32
329	0015	Services		455962	09/14/2020	522.5
530	6195	Miscellaneous Contractual Services	1559 Continental Weather Svc	193851	Weather Forecasting - August 2021 - 08/01/2021	150.0
531	6300	R&M Software	1145 Cues	593262	GraniteNet Support Plan 08/22/2021-08/21/2022	2,850.0
532	6505	Subsidy - Sewer Lateral Program	7753 Bora, Jeffrey	SLP21-009	Sanitary Sewer Rebate - 8/12/21	1,170.0
533	6505	Subsidy - Sewer Lateral Program	8456 Carlsen, J A	SLP21-010	Sanitary Sewer Rebate - 8/12/21	2,595.0
534	6505	Subsidy - Sewer Lateral Program	3371 Mills, Richard G	SLP21-011	Sewer Rebate - 8/12/21	100.0
535	6510	Subsidy - Flood Assistance	8457 Swanson, Lawrence C	FRP21-017	Flood Rebate - 8/12/21	1,380.0
536	6510	Subsidy - Flood Assistance	8455 Cedeno, Alfredo	FRP21-018	Flood Rebate - 8/12/21	2,000.0
537	6510	Subsidy - Flood Assistance	8460 Aliuddin, Mohammed	FRP21-019	Flood Rebate - 8/12/21	2,000.0
538	6510	Subsidy - Flood Assistance	8459 Patel, Kalpesh	FRP21-020	Flood Rebate - 8/12/21	2,000.0
539	6510	Subsidy - Flood Assistance	8458 Nebel, Gary L	FRP21-021	Flood Rebate - 8/12/21	2,000.0
540	7020	Supplies - Safety	8346 Emergent Safety Supply	1902731640	Safety Harness	263.4
541	7020	Supplies - Safety	8346 Emergent Safety Supply	1902731706	Safety Harness	104.9
542	7020	Supplies - Safety	1192 Sherwin Industries Inc	SS090131	Portable Road Signs	408.5
543	7035	Supplies - Equipment R&M	1062 NAPA of Des Plaines	5741-802915	Air Filter - PW 9000	68.8
544	7035	Supplies - Equipment R&M	1062 NAPA of Des Plaines	5741-803801	Hydraulic, Air, & Fuel Filters - PW 8001	37.0
545	7035	Supplies - Equipment R&M	1062 NAPA of Des Plaines	5741-803869	Air Filter - PW 8001	14.4
546	7035	Supplies - Equipment R&M	1057 Menard Incorporated	83619	4-Cycle Premix, Tail Lights, Washers, & Nuts - Sewer Equipment	100.1
547	7035	Supplies - Equipment R&M	1088 Atlas Bobcat LLC	BS3431	Seal Kit - PW 8001	122.1
548	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W92472	Returned Alternator Core - PW 8010	(50.00
549	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-803763	Brake Pads & Rotors - PW 8039	274.1

Line #	Account		Vendor	Invoice	Invoice Description	Amount
550	7050	Supplies - Streetscape	1437 Des Plaines Material &	434153	1.0 Cu Yd Top Soil -	33.00
			Supply LLC		08/13/2021	
551	7050	Supplies - Streetscape	1437 Des Plaines Material &	434208	2.0 Cu Yds Top Soil -	66.00
			Supply LLC		08/13/2021	
552	7075	Supplies - Sewer	8244 Des Plaines Ace	1036	Sanitizing Air Freshener	3.59
001		System Maintenance	Hardware			0.00
		bystem mantenance				
553	7075	Supplies - Sewer	8244 Des Plaines Ace	1067	Ant & Roach Spray	2.50
		System Maintenance	Hardware			
554	7075	Supplies - Sewer	1162 Vollmar Clay Products	185506	Concrete Blocks, Adjustment	2,313.25
		System Maintenance	Inc		Rings, Bricks - Sewer Repair	_)001_0
		bystern mantenance				
555	7075	Supplies - Sewer	1274 O'Leary's Contractors	387952	2 Section Hoses	390.00
555	/0/5	System Maintenance	Equipment & Supply Inc	307332		550.00
		System Maintenance				
556	7075	Supplies - Sewer	1437 Des Plaines Material &	420868	6" Brass Clean Out Plug	18.53
550	/0/5	System Maintenance	Supply LLC	420000	o brass cican out hag	10.55
		System Maintenance	Supply LLC			
557	7075	Supplies - Sewer	1437 Des Plaines Material &	421046	(2) 6" Gripper Plugs	53.14
557	1015	System Maintenance	Supply LLC	421040		55.1-
		System Maintenance				
558	7075	Supplies - Sewer	1437 Des Plaines Material &	429826	2 No-Shear Clay Couplings	65.46
550	/0/5	System Maintenance	Supply LLC	423020	2 No-Shear Clay Couplings	05.40
		System Maintenance				
559	7075	Supplies - Sewer	1437 Des Plaines Material &	430015	2 No-Shear Clay Couplings	65.46
223	1015	System Maintenance	Supply LLC	430013		05.40
		System Maintenance				
560	7075	Supplies - Sewer	1437 Des Plaines Material &	431982	(2) 4" Gripper Plugs	20.02
500	1015	System Maintenance	Supply LLC	431982	(2) 4 Gripper Flugs	20.02
		System Maintenance				
561	7075	Supplies - Sewer	1072 Prairie Material	890139977	1.25 Cu Yds Concrete - 1184	154.06
501	1015	System Maintenance		050155577	Walnut - 08/06/2021	194.00
		System Maintenance			Walliat - 00/00/2021	
562	7075	Supplies - Sewer	1072 Prairie Material	890150922	1.0 Cu Yds Concrete - 1428	123.25
502	/0/5	System Maintenance	1072 France Material	050150522	Pennsylvania/189 Michael -	125.25
		System Maintenance			08/17/2021	
563	7075	Supplies - Sewer	2313 City Electric Supply	DEP/052016	6 Fuses - Lift Station	90.66
505	1015	System Maintenance	Company (CES)	DE17032010	or uses - Ent Station	50.00
564	7075	Supplies - Sewer	6992 Core & Main LP	P372671	No Shear Couplings, Tar Tape,	1,892.28
504	1075			F372071	& PVC Pipe	1,092.20
565	7075	System Maintenance Supplies - Sewer	6992 Core & Main LP	P372695	1/2" Rubber Mastic Rolls	79.60
505	1075		6992 COLE & Main FF	P572095	1/2 RUDDEI Mastic Rolls	79.00
566	71 20	System Maintenance	8221 Augleis Detroleurs	460005	4 000 Cala Uralandad Casalina	026.04
566	7120	Gasoline	8331 Avalon Petroleum	468035	4,999 Gals Unleaded Gasoline	826.04
			Company Inc		07/30/2021, R-163-20	
F 6 7	74.20	Discol		020105		4 000 4 5
567	7130	Diesel	8331 Avalon Petroleum	029106	1,998 Gal Bio Diesel Fuel -	1,320.19
			Company Inc		07/30/2021, R-163-20	
	7140	Electricity	1033 ComEd	3240002012-	Electricity Service 06/24-	161.73
568	1140	,		07/21	07/26/2021	

Line #	Account		Vendor	Invoice	Invoice Description	Amount		
Division: 580 - CIP - Water/Sewer								
569	6000	Professional Services	2506 Trotter & Associates Inc	18757	Water Sys Trans Main Design - 06/28-07/31/2021, R-65-21	34,380.00		
570	6000	Professional Services	1606 Dixon Engineering Inc	21-8358	Proj Mgmt/Inspect-Oakton Tank Painting-03/11- 07/20/2021, R-41-20	20,451.25		
571	8100	Improvements	1328 John Neri Construction Company Inc	2021-A-P3	R-81-21 2021 CIP Street & Utility Imp 07/23-08/06/2021	412,417.02		
otal 58	0 - CIP - W	ater/Sewer				467,248.27		

Total 00 - Non Departmental

Department: 30 - Finance						
572	6025	Administrative Services	7961 BridgePay Network	8282	Utility Web & Business	238.40
			Solutions LLC		License Trans Fee - July 2021	
Total 30 - Finance					238.40	

Total 500 - Water/Sewer Fund

			Fund: 510 - City Owr	ned Parking Fund			
573	6015	Communication Services	1027 Call One	433982	Communication Service 08/15-09/14/2020	349.51	
574	6015	Communication Services	1027 Call One	433982	Communication Service 08/15- 09/14/2020	1,215.40	
575	6025	Administrative Services	7960 Passport Labs Inc	INV-1022243	Mobile Pay Parking Transaction Fee - May 2021	10.36	
576	6025	Administrative Services	7960 Passport Labs Inc	INV-1022987	Mobile Pay Parking Transaction Fee - June 2021	11.47	
577	6025	Administrative Services	7960 Passport Labs Inc	INV-1023704	Mobile Pay Parking Transaction Fee - July 2021	15.91	
578	6320	R&M Parking Lots	1311 Hill/Ahern Fire Protection LLC	7976	Emergency Fire System Repair - Library Deck - 04/27 & 05/02/2021	4,256.00	
579	6320	R&M Parking Lots	2350 Anderson Elevator Co	INV-45341-P7Z8	Elevator Inspections August 2021	373.76	
Total 51	Total 510 - City Owned Parking Fund						

			Fund: 520 - Metra Lea	ased Parking Fund	d			
580	6025	Administrative Services	7960 Passport Labs Inc	INV-1022243	Mobile Pay Parking Transaction Fee - May 2021	53.65		
581	6025	Administrative Services	7960 Passport Labs Inc	INV-1022987	Mobile Pay Parking Transaction Fee - June 2021	72.89		
582	6025	Administrative Services	7960 Passport Labs Inc	INV-1023704	Mobile Pay Parking Transaction Fee - July 2021	77.70		
583	7540	Land Lease	1165 Union Pacific Railroad Company	July 2021	Parking Fees for July 2021	1,019.65		
Total 52	Total 520 - Metra Leased Parking Fund							

891,204.75

890,966.35

City of Des Plaines

Warrant Register 09/07/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount	
Fund: 600 - Risk Management Fund							
584	6005	Legal Fees	8133 Elrod Friedman LLP		7-21 Non-Retainer PSEBA Proceedings	541.50	
Total 60	00 - Risk M	anagement Fund				541.50	

	Fund: 610 - Health Benefits Fund								
585	6195	Miscellaneous Contractual Services	8374 Wex Health Incorporated	0001351044-IN	Commuter & FSA Monthly Admin Fees for May 2021	560.00			
586	6195	Miscellaneous Contractual Services	8374 Wex Health Incorporated	0001365811-IN	Commuter & FSA Monthly Admin Fees for June 2021	555.75			
587	6195	Miscellaneous Contractual Services	8374 Wex Health Incorporated	0001380510-IN	Commuter & FSA Monthly Admin Fees for July 2021	568.50			
Total 6	10 - Healt	th Benefits Fund	1		1	1,684.25			

			Fund: 700 - E	scrow Fund		
588	2430	Escrow - Police Items	1320 IL State Police	Cost 01755-07/21	Fingerprint Background Check Services for July 2021	28.2
589	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	186069	Public Notice for 8/10/21 PZB Meeting - Published 7/21/21	82.24
590	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	186069	Public Notice for 8/10/21 PZB Meeting - Published 7/21/21	82.21
591	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	186123	Public Notice for 8/24/21 PZB Meeting - Published 8/4/21	72.12
592	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	186123	Public Notice for 8/24/21 PZB Meeting - Published 8/4/21	72.14
593	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	186123	Public Notice for 8/24/21 PZB Meeting - Published 8/4/21	72.12
594	2493	Escrow - CED Development	8133 Elrod Friedman LLP	5077	7-21 Non-Retainer Matters	600.00
595	2493	Escrow - CED Development	8133 Elrod Friedman LLP	5078	7-21 Reimb Redevelopment	1,237.50
596	2493	Escrow - CED Development	8133 Elrod Friedman LLP	5097*	7-21 Reimb Redevelopment	55.00
otal 70	00 - Escro	w Fund	-			2,301.58

Grand Total

City of Des Plaines Warrant Register 09/07/2021 Manual Payments

Line #	Account		Vendor	Invoice	Invoice Description	Amount			
	Fund: 100 - General Fund								
Departi	Department: 00 - Non Departmental								
597	4632	GEMT	8359 HFS Bureau of Fiscal	Pymt #3 Q4 2020	Payment #3 - Q4 2020 - GEMT	213,656.31			
		Reimbursements	Operations - GEMT		Funds Reimbursement				
Total 00	Total 00 - Non Departmental								

	City Administration						
Division	Division: 230 - Information Technology						
598	6015	Communication	1010 AT&T Mobility	28702533395908	Communication Service 07/04-	135.69	
		Services		21	08/03/2021		
Total 23	Total 230 - Information Technology						

Total 20 - City Administration

	Public Works & Engineering						
Divisior	Division: 540 - Vehicle Maintenance						
599	6115	Licensing/Titles	1744 IL Secretary of State	UB54250	Transfer Fee-Repl Plates fm Passenger to Municipal-No Expiration	8.00	
Total 54	10 - Vehicle	Maintenance		-	•	8.00	

Total 50 - Public Works & Engineering

	Police Department							
Division	n: 630 - Sup	port Services						
600	6015	Communication	1009 AT&T	847R18054607-21	Communication Service 07/28-	63.55		
		Services			08/27/2021			
Total 63	30 - Suppoi	rt Services				63.55		

Total 60 - Police Department

Total 100 - General Fund

			Fund: 430 - Faciliti	es Replacement	t Fund	
601	7045	Supplies - Building	1047 Home Depot Credit	2022315	Screws, Wire & Electrical	39.77
		R&M	Svcs		Parts @ Theatre	
602	7045	Supplies - Building	1047 Home Depot Credit	3026199	LED Can Light Trims and	557.66
		R&M	Svcs		Doors at Theatre	
603	7045	Supplies - Building	1047 Home Depot Credit	3173687	Return Can Light Trims from	(49.94)
		R&M	Svcs		Theatre	
604	7045	Supplies - Building	1047 Home Depot Credit	3211344	Door Return from Theatre	(107.00)
		R&M	Svcs			
605	7045	Supplies - Building	1047 Home Depot Credit	3530369	Doors for Theatre	107.00
		R&M	Svcs			
606	7045	Supplies - Building	1047 Home Depot Credit	3627030	Soap, Fasteners, Etc. @	87.19
		R&M	Svcs		Theatre	

135.69

63.55

213,727.86

City of Des Plaines Warrant Register 09/07/2021 Manual Payments

Line #	Account		Vendor	Invoice	Invoice Description	Amount
607	7045	Supplies - Building	1047 Home Depot Credit	4071353	Lumber, Can Light Trims,	128.14
		R&M	Svcs		Totes at Theatre	
608	7045	Supplies - Building	1047 Home Depot Credit	5025803	Plumbing Supplies @ Theatre	308.36
		R&M	Svcs			
609	7045	Supplies - Building	1047 Home Depot Credit	6020010	Lumber, Screws, Etc. at	264.50
		R&M	Svcs		Theatre	
610	7045	Supplies - Building	1047 Home Depot Credit	6020099	Fasteners at Theatre	55.82
		R&M	Svcs			
611	7045	Supplies - Building	1047 Home Depot Credit	630187	Painting & Coring Supplies at	148.83
		R&M	Svcs		Theatre	
612	7045	Supplies - Building	1047 Home Depot Credit	7524743	Hinge for Basement Door	11.94
		R&M	Svcs		Under Stage @ Theatre	
613	7045	Supplies - Building	1047 Home Depot Credit	8212991	Return Door from Theatre	(35.86)
		R&M	Svcs			
614	7045	Supplies - Building	1047 Home Depot Credit	8512488	6-Panel Door & Filters for	63.83
		R&M	Svcs		Theatre	
615	7045	Supplies - Building	1047 Home Depot Credit	8635120	Fasteners at Theatre	64.82
		R&M	Svcs			
616	7045	Supplies - Building	1047 Home Depot Credit	9085278	Access Panel, Drill Bits, Etc. at	175.71
		R&M	Svcs		Theatre	
617	7045	Supplies - Building	1047 Home Depot Credit	4443402	Cornerbead & Screws @	52.81
		R&M	Svcs		Theatre	
otal 43	0 - Faciliti	es Replacement Fui	nd			1,873.58

618	7035	Supplies - Equipment R&M	7958 Vermeer-Illinois Inc	PG4822A	Air Filters - PW 9060	494.64
619	7035	Supplies - Equipment R&M	7958 Vermeer-Illinois Inc	PG4829A	Returned Air Filters - PW 9060	(477.79)
620	7035	Supplies - Equipment R&M	7958 Vermeer-Illinois Inc	PG4854A	Air Filters - PW 9060	815.88
otal 5	50 - Wate	er Systems		•		832.73

Total 500 - Water/Sewer Fund

	Fund: 510 - City Owned Parking Fund					
621	7060	Supplies - Parking	1047 Home Depot Credit	2786117	Parking Deck Decoy Camera	48.00
		Lots	Svcs			
Total 510	Fotal 510 - City Owned Parking Fund					

Grand Total

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JPMorgan Chase

Line #	Accoun	t	Vendor	Invoice	Invoice Description	Amount
			Fund: 100) - General Fund		
			Elec	ted Office		
Divisio	n: 110 - L	egislative				
622	7310	Publications	1050 Journal & Topics	PC - 31622	July 2021 Online Newspaper	5.99
			Newspapers		Subscription - Mayor's Office	
Total 1	10 - Legis	lative		-		5.99

Total 10 - Elected Office

	City Administration						
Divisior	n: 210 - Ci	ty Manager					
623	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	PC - 31667	Zoom Subscription 07/26- 08/25/2021	14.99	
624	7550	Miscellaneous Expenses	4444 Misc Vendor for Procurement Card	PC - 31666	Refund for Notary Public Commission	(131.95)	
Total 2	10 - City N	/lanager				(116.96)	

625	6195	Miscellaneous	6008 Network Solutions LLC	PC - 31717	Desplainesintranet.org	69.90
		Contractual			SiteLock Renewal 7/7/21 -	
		Services			7/6/22	
626	6195	Miscellaneous	6008 Network Solutions LLC	PC - 31724	Monthly Secure Xpress	7.99
		Contractual			Renewal 7/26/21 - 8/24/21	
		Services				
627	7200	Other Supplies	4348 Amazon.Com	PC - 31723	Gevalia Coffee Pods for IT	29.38
					Department	
628	7320	Equipment <	7256 Wilson Electronics LLC	PC - 31709	Verizon Signal Booster for	656.00
		\$5,000			Parking Deck	
629	7320	Equipment <	4348 Amazon.Com	PC - 31712	Dell Micro Mounts for City	197.15
		\$5,000			Use	
630	7320	Equipment <	4348 Amazon.Com	PC - 31713	iPhone 12 Phone Cases for	71.97
		\$5,000			City Use	
631	7320	Equipment <	8260 GPSCity.com	PC - 31715	Ram Mounting Kit for Police	1,187.98
		\$5,000			Squad Cars	
632	7320	Equipment <	4348 Amazon.Com	PC - 31719	USB 3.0 Cables for City Use	72.59
		\$5,000				
633	7320	Equipment <	4348 Amazon.Com	PC - 31720	Cisco 10GB Transceivers for	238.00
		\$5,000			City Use	
634	7320	Equipment <	4348 Amazon.Com	PC - 31721	Kyocera Flip Phone Case for	23.89
		\$5,000			Public Works	
Total 23	30 - Infor	mation Technology				2,554.85

Division	Division: 240 - Media Services							
635	6195	Miscellaneous	5096 iStock	PC - 31630	iStock Essentials 25/Pkg for	65.00		
		Contractual			Illustration Rights 7/28-			
		Services			8/28/21			

Line #	Account		Vendor	Invoice	Invoice Description	Amount
636	6195	Miscellaneous Contractual Services	8451 Powtoon Ltd	PC - 31631	Subscription for Online Video Production Tool 7/29/21- 7/29/22	396.00
637	6195	Miscellaneous Contractual Services	8450 Envato Elements Pty Ltd	PC - 31632	Subscription for Online Digital Asset Library 7/29/21- 7/29/22	198.00
638	7000	Office Supplies	2016 Signarama	PC - 31663	Name Badge for New Alderman	26.25
639	7000	Office Supplies	2016 Signarama	PC - 31664	Name Plate for New Alderman	21.25
640	7000	Office Supplies	2016 Signarama	PC - 31665	Staff Name Plates in City Council Chambers	152.25
641	7310	Publications	1456 Chicago Tribune	PC - 31661	Newspaper Subscription 07/15/21-01/14/22-Media Director	341.50
Total 240 - Media Services						1,200.25

642	5310	Membership	2421 CityTech USA Inc	PC - 31641	Annual PublicSalary.com	390.00
		Dues			Subscription 07/10/2021-	
					07/09/2022	
643	5345	Post-Employment	4444 Misc Vendor for	PC - 31621	100 FMCSA Mandated	125.00
		Testing	Procurement Card		Drug/Alcohol Testing Queries	
					Purchased	
644	6100	Publication of	5760 LinkedIn	PC - 31642	CED Director Job Posting	498.00
		Notices			07/09-08/13/2021	
645	6100	Publication of	4444 Misc Vendor for	PC - 31643	CED Director Job Posting	50.00
		Notices	Procurement Card		07/09-08/13/2021	
646	6100	Publication of	5952 Neogov	PC - 31644	CED Director Job Posting	199.00
		Notices			07/09-08/13/2021	
647	6100	Publication of	1319 IL Municipal League	PC - 31645	CED Director Job Posting	35.00
		Notices			07/09-08/13/2021	
648	6100	Publication of	4444 Misc Vendor for	PC - 31646	CED Director Job Posting	99.00
		Notices	Procurement Card		07/09-08/08/2021	
649	6100	Publication of	1413 ICMA Intl City/County	PC - 31647	CED Director Job Posting	225.00
		Notices	Management Association		07/09-09/07/2021	
650	6100	Publication of	4360 Paypal	PC - 31648	CED Director Job Posting	75.00
		Notices			07/09-08/13/2021	
651	6100	Publication of	4444 Misc Vendor for	PC - 31649	CED Director Job Posting	250.00
		Notices	Procurement Card		07/12-09/11/2021	
652	6100	Publication of	3568 Illinois Economic	PC - 31650	CED Director Job Posting	300.00
		Notices	Development Association		07/09-08/25/2021	
653	6100	Publication of	4444 Misc Vendor for	PC - 31651	CED Director Job Posting	75.00
		Notices	Procurement Card		07/12-08/13/2021	

Line #	Account		Vendor	Invoice	Invoice Description	Amount
654	6100	Publication of	6609 International	PC - 31652	CED Director Job Posting	475.00
		Notices	Economic Development		07/13-08/13/2021	
			Council (IEDC)			
655	6100	Publication of	1753 American Public Works	PC - 31653	Maintenance Operator Job	325.00
		Notices	Association - APWA		Posting 07/28-08/18/2021	
656	6100	Publication of	1563 American Water	PC - 31654	Maintenance Operator Job	299.00
		Notices	Works Assoc (AWWA)		Posting 07/29-08/18/2021	
657	7550	Miscellaneous	5500 4imprint Inc	PC - 31627	Printing and Shipping of 100	420.29
		Expenses			Imprinted Water Bottles	
Total 250 - Human Resources					3,840.29	

Total 20 - City Administration

Departn	nent: 30 -	Finance				
658	5310	Membership Dues	7458 Association of Certified Fraud Examiners Inc-ACFE	PC - 31725	ACFE Dues - Assistant Finance Director 7/1/2021-6/30/2022	225.00
659	6000	Professional Services	1737 GFOA Government Finance Officers Association	PC - 31659	Application Fee for FY2020 CAFR Award	610.00
660	7000	Office Supplies	4348 Amazon.Com	PC - 31726	Ruled Notebook	13.28
661	7000	Office Supplies	4348 Amazon.Com	PC - 31727	6 Pack of Zip Closure Envelopes, 8 Pack of Zipper File Bags	29.98
662	7000	Office Supplies	4348 Amazon.Com	PC - 31731	10 Rolls of Scotch Tape, 2 Staplers	52.57
663	7200	Other Supplies	4348 Amazon.Com	PC - 31732	K-Cup Coffee Pods - Finance Dept	42.52
Total 30	Total 30 - Finance					973.35

			Community	Development		
Divisio	n: 410 - B	uilding & Code Enfo	orcement			
664	5325	Training	1452 IACE - IL Association of Code Enforcement	PC - 31728	IACE Training for Code Enforcement Inspector 9/15/21, 9/29/21	52.65
665	5325	Training	1452 IACE - IL Association of Code Enforcement	PC - 31729	IACE Training for Code Enforcement Inspector 9/15/21, 9/29/21	52.65
666	5325	Training	1452 IACE - IL Association of Code Enforcement	PC - 31730	IACE Training for Code Enforcement Inspector 9/15/21, 9/29/21	52.65
667	7000	Office Supplies	5055 Office Max	PC - 31657	12 Pads of Graph Paper	57.09
668	8010	Furniture & Fixtures	4392 Office Furniture Resources	PC - 31656	1 Chair and 1 Sit-to-Stand Desk for Building Department	575.00
Total 4	10 - Build	ing & Code Enforce	ment	1		790.04

7,478.43

			· · · · · · · · · · · · · · · · · · ·			
Line #	Account		Vendor	Invoice	Invoice Description	Amount
Division	n: 430 - Ecc	onomic Developm	ent			
669	7320	Equipment <	4444 Misc Vendor for	PC - 31658	Standing Desk and Fatigue	304.20
		\$5,000	Procurement Card		Mat for Economic Dev	
					Manager	
Total 43	30 - Econoi	mic Development		-		304.20

Total 40 - Community Development

	Public Works & Engineering							
Divisior	n: 100 - A	dministration						
670	7200	Other Supplies	4348 Amazon.Com	PC - 31618	20 Wiring Kits for Dash Cams	294.60		
671	7200	Other Supplies	4348 Amazon.Com	PC - 31619	3 Dash Cams for Vehicles	299.85		
672	7200	Other Supplies	4348 Amazon.Com	PC - 31620	3 Dash Cams for Vehicles	299.85		
Total 10	Total 100 - Administration					894.30		

Divisior	n: 510 - Eng	gineering				
673	7200	Other Supplies	4348 Amazon.Com	PC - 31633	iPhone Belt Clip Case, (2) 3-	41.73
					Pks iPhone Charger Cables	
Total 51	Fotal 510 - Engineering					41.73

Divisio	n: 535 - Fa	cilities & Grounds N	laintenance			
674	6315	R&M Buildings & Structures	4633 Walgreen Co	PC - 31629	11x14 Print of Elected Official for City Hall Display 07/26/21	5.49
675	7030		4444 Misc Vendor for Procurement Card	PC - 31623	Ryobi - Ridgid Power Tools Part	47.94
676	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 31695	Replacement Coffee Maker - City Hall	243.10
677	7500	Postage & Parcel	1700 United States Postal Service	PC - 31640	Certified Mail - Return Receipt - AHU Contract	15.00
Total 5	35 - Facilit	ties & Grounds Main	tenance			311.53

Total 50 - Public Works & Engineering

1	.247	56
- Ш.	,24/	.50

1,094.24

			F	Police Department		
Divisior	n: 610 - Ur	niformed Patrol				
678	6015	Communication	1032 Comcast	PC - 31704	Comcast Services Acct x6724	104.60
		Services			8/1-8/31/2021	
Total 6	Fotal 610 - Uniformed Patrol					104.60

Divisior	n: 620 - Cri	minal Investigation				
679	5325	Training	8376 AMITA Chicago Hospitals Network	PC - 31701	Working with Highly Escalated Couples 11/12/2021 (1 Soc Worker)	10.00
680	5325	Training	8376 AMITA Chicago Hospitals Network	PC - 31702	Trauma-Informed Supervision 12/10/2021 (1 Soc Worker)	30.00

Line #	Account		Vendor	Invoice	Invoice Description	Amount
681	5325	Training	8376 AMITA Chicago	PC - 31703	Time-Honored Ethical	10.00
			Hospitals Network		Responsibilities 8/18/2021 (1	
					Soc Worker)	
682	7320	Equipment <	4348 Amazon.Com	PC - 31698	Cable Lock for Trail Camera	39.98
		\$5,000				
Total 62	Total 620 - Criminal Investigation					89.98

683	5325	Training	3050 Public Grants &	PC - 31634	Critical Incident and Crisis	583.40
			Training Initiatives		Comm 12/2-12/3/2021-1	
					Cmdr, 1 Ofc	
684	5325	Training	6851 Axon Enterprise Inc	PC - 31635	Taser Instructor Course	375.00
					8/6/2021 (1 Ofc)	
685	6110	Printing Services	1142 Copyset Printing	PC - 31624	Photo ID Cards for Evidence	49.00
			Company		Techs 07/22/2021	
686 70	7000	Office Supplies	4348 Amazon.Com	PC - 31696	Heavy Duty Stapler for	42.38
					Records Div	
687	7000	Office Supplies	4348 Amazon.Com	PC - 31699	Envelopes (8 Boxes)	132.04
688	7200	Other Supplies	4444 Misc Vendor for	PC - 31705	Keg Tags (1 Pack)	213.95
			Procurement Card			
689	7200	Other Supplies	4348 Amazon.Com	PC - 31707	Water Bottle Cleaner (24	9.99
					Pack)	
690	7300	Uniforms	4348 Amazon.Com	PC - 31706	Uniform Jacket for Chief	78.94
691	7320	Equipment <	4348 Amazon.Com	PC - 31700	Cinch Straps for Ballistic	24.86
		\$5,000			Blanket	
otal 6	Total 630 - Support Services					

Total 60 - Police Department

			Fire De	partment		
Division: 100 - Administration						
692	5310	Membership	2441 IAFC-Intl Association of	of PC - 31686	Membership-Great Lakes	240.00
		Dues	Fire Chiefs		Dues, Fire Officers-7/1/21-	
					6/30/22-Chief	
693	5325	Training	4444 Misc Vendor for	PC - 31655	Nat'l Emerg Training Ctr Req	318.56
			Procurement Card		Meal Ticket 8/22-8/27/21-	
					Dep Chief	
Total 10	00 - Admi	nistration				558.56

Division	Division: 710 - Emergency Services						
694	5325	Training	2419 FireCompanies.com	PC - 31676	Quarterly Website Training-	89.97	
					08/01-10/31/2021		
695	6115	Licensing/Titles	1472 IL Department of	PC - 31680	Paramedic License Renewal	41.00	
			Public Health		8/31/21-8/31/25 - 1		
					Paramedic		

1,704.14

Line #	Account		Vendor	Invoice	Invoice Description	Amoun
696	6115	Licensing/Titles	1472 IL Department of	PC - 31681	Paramedic License Renewal	41.00
			Public Health		7/31/21-7/31/25 - 1	
					Paramedic	
697	6115	Licensing/Titles	1472 IL Department of	PC - 31682	Paramedic License Renewal	41.00
			Public Health		7/31/21-7/31/25 - 1	
				Paramedic		
698 6115	Licensing/Titles	1472 IL Department of	PC - 31683	Paramedic License Renewal	41.00	
			Public Health		7/31/21-7/31/25 - 1	
					Paramedic	
699	7000	Office Supplies	4348 Amazon.Com	PC - 31685	2 Packs 4x6 Notebooks	115.54
700	7200	Other Supplies	1076 Sam's Club Direct	PC - 31668	Water, Towels - Station 61	490.12
701	7200	Other Supplies	2219 Jones & Bartlett	PC - 31672	2 Fire Officer Books - 2	174.94
			Learning LLC		Paramedics	
702	7200	Other Supplies	4444 Misc Vendor for	PC - 31675	20 BLS Provider E-Cards -	52.00
			Procurement Card		Department Wide	
703	7200	Other Supplies	2219 Jones & Bartlett	PC - 31678	Fire Skills and Hazmat Book -	100.15
			Learning LLC		Paramedic	
704	7320	Equipment <	4444 Misc Vendor for	PC - 31673	Top for Training Truck #6140	1,879.00
		\$5,000	Procurement Card			
705	7320	Equipment <	1057 Menard Incorporated	PC - 31674	Flat Bungee, 27 Gallon Tote	89.85
		\$5,000				
706	7320	Equipment <	4348 Amazon.Com	PC - 31679	Aluminum Floor Jack - Tower	254.98
		\$5,000			61	
otal 71	LO - Emerg	ency Services				3,410.55

Division	Division: 720 - Fire Prevention						
707	7310	Publications	1253 National Fire Protection Assn	PC - 31669	NFPA Membership Dues 08/20/2021-08/19/2022- Division Chief FPB	175.00	
708	7310	Publications	1253 National Fire Protection Assn	PC - 31670	NFCSS Membership 08/20/2021-08/19/2022- Division Chief - FPB	1,345.50	
Total 7	Total 720 - Fire Prevention					1,520.50	

Division: 730 - Emergency Management Agency						
709	7000	Office Supplies	4348 Amazon.Com	PC - 31677	2 Flash Drives	31.86
710	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31684	Desk Lamp	33.99
Total 73	Total 730 - Emergency Management Agency					65.85

Total 70 - Fire Department

C 1		5.4	2
J.:	ככ	J.4	D.

Departr	Department: 90 - Overhead							
711			1076 Sam's Club Direct	PC - 31625	Supplies for Fireworks Event	40.66		
		Sponsored Events			on July 2, 2021			

Line #	Account		Vendor	Invoice	Invoice Description	Amount
712	6502	Subsidy - City Sponsored Events		PC - 31626	Rental of Utility Vehicle for Fireworks on July 2, 2021	892.10
713	6502	Subsidy - City Sponsored Events		PC - 31628	Refund for Tax on Rental of Utility Veh for Fireworks 7/2/21	(1.18)
714	6502	Subsidy - City Sponsored Events	2337 Shop & Save Market	PC - 31662	Ice for Staff at Fireworks 07/02/2021	7.98
Total 90	- Overhea	ad				939.56

Total 100 - General Fund

	Fund: 260 - Asset Seizure Fund							
Program	n: 2620 - C	DEA						
715	7200	Other Supplies	4348 Amazon.Com	PC - 31697	Tourniquets for TRT (2)	29.98		
Total 2	Total 2620 - DEA					29.98		

Program	n: 2640 - F	orfeit				
716	6115	Licensing/Titles	1744 IL Secretary of State	PC - 31708	Squad # 4 Vehicle Registration for 2021 Lic #L515849	154.40
717	7200	Other Supplies	5010 Petsmart Home Office, Inc	PC - 31660	Food for K9 Jager	125.98
Total 2640 - Forfeit					280.38	

Total 260 - Asset Seizure Fund

			Fund: 420 - ľ	T Replacement Fun	nd	
718	8000	Computer	4444 Misc Vendor for	PC - 31714	Adobe InDesign for CED	407.88
		Software	Procurement Card		Department	
719	8005	Computer	8415 Ubiquiti Inc	PC - 31710	Direct Attach Copper Cable	42.57
		Hardware			for IT Department	
720	8005	Computer	8415 Ubiquiti Inc	PC - 31711	Ubiquiti 48 Port Switch for IT	2,198.00
		Hardware			Department	
721	8005	Computer	8415 Ubiquiti Inc	PC - 31716	Ubiquiti 24 Port Switch,	2,253.00
		Hardware			Module, and Copper Cable for	
					IT Dept	
722	8005	Computer	8415 Ubiquiti Inc	PC - 31718	Ubiquiti Access Point for IT	935.00
		Hardware			Department	
723	8005	Computer	8415 Ubiquiti Inc	PC - 31722	Ubiquiti Access Point for IT	349.00
		Hardware			Department	
Total 42	20 - IT Re	placement Fund				6,185.45

			Fund: 430 - Facilitie	s Replacement Fun	d	
724	7045	Supplies - Building	1057 Menard Incorporated	PC - 31636	Newel Posts - Theatre	590.11
		R&M				

18,998.73

Line #	Account		Vendor	Invoice	Invoice Description	Amount
725	7045	Supplies - Building	8258 Acoustic Ceiling	PC - 31637	Wall Molding - Theatre	44.56
		R&M	Products LLC			
726	7045	Supplies - Building	3617 Knox Company	PC - 31638	Knox Boxes - 1486 Miner St,	1,331.00
		R&M			Theatre, Civic Deck	
727	7045	Supplies - Building	4444 Misc Vendor for	PC - 31639	Data Floor Boxes - Theatre	560.67
		R&M	Procurement Card			
728	7045	Supplies - Building	4444 Misc Vendor for	PC - 31692	Stain - Theatre	120.91
		R&M	Procurement Card			
729	7045	Supplies - Building	4444 Misc Vendor for	PC - 31693	VCT Tile for Dressing Rooms -	162.15
		R&M	Procurement Card		Theatre	
730	7045	Supplies - Building	4348 Amazon.Com	PC - 31694	Elevator Room Cooler -	129.99
		R&M			Theatre	
Total 43	80 - Faciliti	es Replacement Fu	nd			2,939.39

			Fund: 500 - W	ater/Sewer Fund	d	
Divisior	า: 550 - Wa	ater Systems				
731	7500	Postage & Parcel	1700 United States Postal Service	PC - 31671	Certified Mail - Return Receipt - Annual Water Report	7.85
Total 55	50 - Water	Systems	•			7.85
Total 50	00 - Water	/Sewer Fund				7.85

Grand Total

28,441.78

City of Des Plaines Warrant Register 09/07/2021 Summary

	Amount	Transfer Date
Automated Accounts Payable	\$ 2,274,677.22 **	9/7/2021
Manual Checks	\$ 216,617.86 **	8/20/2021
Payroll	\$ 1,255,019.40	8/13/2021
Payroll	\$ 1,250,299.75	8/27/2021
RHS Payout	\$ -	
Electronic Transfer Activity:		
JPMorgan Chase Credit Card	\$ 28,441.78 **	8/24/2021
Chicago Water Bill ACH	\$ 152,841.56	8/31/2021
Postage Meter Direct Debits	\$ -	
Utility Billing Refunds	\$ 3,694.65	8/23/2021
Debt Interest Payment	\$ -	
FEMA Buyout	\$ -	
Property Purchase	\$ -	
IMRF Payments	\$ 207,483.79	8/9/2021
Employee Medical Trust	\$ -	
Total Cash Disbursements:	\$ 5,389,076.01	

* Multiple transfers processed on and/or before date shown

** See attached report

Adopted by the City Council of Des Plaines This Seventh Day of September 2021 Ayes _____ Nays _____ Absent _____

Jessica M. Mastalski, City Clerk

Andrew Goczkowski, Mayor



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date:	August 26, 2021
To:	Michael G. Bartholomew, MCP, LEED AP, City Manager
From:	John Carlisle, AICP, Economic Development Manager <i>FC</i> Jonathan Stytz, Planner JS
Subject:	Consideration of Conditional Use for a Trade Contractor Use at 1773 E. Oakton Street, Case 21-028-CU (2 nd Ward)

Issue: The petitioner is requesting a Conditional Use under Section 12-7-3(K) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a Trade Contractor use in the C-3 zoning district at 1773 E. Oakton Street.

Address:	1773 E. Oakton Street
Owners:	Dawid Lenart, 602 Elderberry Lane, Mount Prospect, IL 60056
Petitioner:	Dawid Lenart, 602 Elderberry Lane, Mount Prospect, IL 60056
Case Number:	21-028-CU
Real Estate Index Number:	09-28-103-046-0000
Ward:	#2, Alderman Colt Moylan
Existing Zoning:	C-3, General Commercial District
Existing Land Use:	Vacant Building
Surrounding Zoning:	North: C-3, General Commercial District South: R-1, Single Family Residential District East: C-3, General Commercial District West: C-3, General Commercial District
Surrounding Land Use:	North: Multi-Family Residence South: Single Family Residence

East: Multi-Family Residence West: Office (Commercial) **Street Classification:** Oakton Street is classified as a Minor Arterial road. **Comprehensive Plan:** The Comprehensive Plan illustrates this site as Lower Density Urban Mix with Residential. **Project Description:** The petitioner, Dawid Lenart, owner and operator of DGL Home Improvement, has requested a Conditional Use Permit for a Trade Contractor use at 1773 E. Oakton Street. The subject property is on the south side of Oakton Street in between Sycamore and Maple Streets with an improved alley running between the two streets behind the commercial development. The subject property is located within the C-3, General Commercial district and a Trade Contractor is a conditional use in the C-3 zoning district. The Plat of Survey (Attachment 3) shows a single-tenant building and an off-street surface parking area to its south. On-street parking along Oakton Street is directly adjacent to the north. Access to the subject property is limited to the on-street parking area to the north and the alley to the south. The existing one-story, 1,849-square-foot building consists of an open floor plan with an existing restroom, overhead garage door, pedestrian door, and concrete ramp at the rear of the space. The petitioner wishes to use the front portion of the building as an office/showroom area and the rear portions of the building as a short-term storage area, based on the Architectural Plan/Site Plan (Exhibit B). The petitioner's proposal does not include any changes to the exterior of the building. However, the petitioner does plan to remodel the interior to construct the proposed improvements. The dumpster for this suite will be stored inside the building, except on garbage pickup days, in compliance with Section 12-10-11 of the Des Plaines Zoning Ordinance. The proposed Floor Plan includes an 843-square foot office/showroom space and 705-square foot warehouse space. The following parking regulations apply pursuant to Section 12-9-7 of the Des Plaines zoning Ordinance: • One parking space for every 250 square feet of gross floor area for office spaces; and One parking space for every 1,500 square feet of gross floor area for warehouse space (i.e. accessory storage). Thus, a total of four off-street parking spaces are required including one handicap accessible parking space. The existing pavement area does not meet the current code requirements for off-street parking and is a non-conforming structure governed under Section 12-5-6 of the Zoning Ordinance. Section 12-5-6(A) allows the non-conforming parking area to continue as long as it remains otherwise lawful to Section 12-5-3 of this section. Thus, a variation for parking requirements is not required. DGL Home Improvement will be open Monday through Friday from 9 a.m. to 5 p.m. Their services will include repairs and replacement of roofing, siding,

Page 2 of 30

and gutters; installation of windows and skylights; interior renovations; and

public adjusting. There will be occasional deliveries of office, siding, and roofing supplies at this site. A maximum of three employees will be on site at a given time. Please see the Project Narrative (Exhibit A) for more details.

Alignment with the Comprehensive Plan

The proposed project, including the proposed site improvements, addresses various goals and objectives of the 2019 Comprehensive Plan including the following aspects:

- Future Land Use Plan:
 - This property is designated as Lower Density Urban Mix with Residential on the Future Land Use Plan. The Future Land Use Plan strives to create a well-balanced development area with a healthy mixture of commercial uses. While the current use is commercial, the petitioner will work to enhance the subject property by renovating the interior of existing building and maintaining the existing asphalt area at the rear of the building. All activities and items stored will be inside to reduce any negative impacts.
 - The subject property is located along the defined Oakton Street commercial corridor with single-family residences to the south, and commercial development to the north, east, and west. It contains a single-tenant building located in between established commercial developments along Oakton Street. The request would assist in the retention of a new commercial business at this location and provide additional retail goods and services for the residents of Des Plaines.

While the aforementioned aspects represent a small portion of the goals and strategies of the Comprehensive Plan, there is a large emphasis on improving existing commercial developments and enhancing commercial corridors throughout Des Plaines.

Findings of Fact for the Request

As required by Section 12-3 of the Zoning Ordinance, the Planning and Zoning Board (PZB) reviewed the findings of fact for the request. The full list of findings and comments are found in the draft minutes of the PZB meeting of August 10, 2021. An excerpt from the draft minutes is attached.

Planning and Zoning Board Review: The Planning and Zoning Board met on August 10, 2021 to consider a Conditional Use under Section 12-7-3(K) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow for a Trade Contractor use at 1773 E. Oakton Street in the C-3, General Commercial district.

Community and Economic Development staff summarized the staff report and recommended two conditions if the Planning and Zoning Board recommended approval of the request. One condition requires the petitioner to install two four-foot long planter boxes in front of the building with perennials. The other condition prohibits the outside storage of raw materials or fabricated goods on the property.

The petitioner presented a brief overview of the request to locate a home improvement business specializing in the installation and repair of roofing, siding, gutters, and skylights.

The Planning and Zoning Board (PZB) Members asked how many employees would be at the subject property at a given time; if the employees would meet at the subject property or at the job site; that since materials are generally delivered to the job site why are there material deliveries to the subject property; if all materials will be stored inside; and if the petitioner is aware of and okay with the conditions of approval imposed by staff. The petitioner responded that up to three employees would be present on the subject property; that the majority of the employees will go directly to the job site; that some materials, such as special orders, will be delivered to and stored on the subject property prior to being installed on a job site; that all materials stored on the subject property will be stored inside the building; and that he is aware of and is okay with all of the conditions of approval imposed by staff. No members of the public spoke on this petition. The Planning and Zoning Board *recommended* (4-0) that the City Council *approve* the request with the two conditions in the staff report.

Recommendations: The PZB recommended (4-0) that the City Council approve the requests with conditions. Similarly, staff recommends approval of the requests via Ordinance Z-43-21, which approves a conditional use, subject to the following conditions.

Conditions of Approval:

- 1. A minimum of two four-foot long landscape planter boxes are installed along the front of the building and are populated with perennials.
- 2. No outside storage of raw materials or fabricated goods is permitted on site.

Attachments:

- Attachment 1: Petitioner's Reponses to Standards
- Attachment 2: Location Map
- Attachment 3: Plat of Survey
- Attachment 4: Site and Context Photos
- Attachment 5: Chairman Szabo Letter from Planning & Zoning Board to the Mayor and City Council
- Attachment 6: Draft Excerpt of Minutes from the August 10, 2021 Planning and Zoning Board Meeting

Ordinance Z-43-21

- Exhibit A: Project Narrative
- Exhibit B: Architectural Plan/Site Plan
- Exhibit C: Unconditional Agreement and Consent

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

RESPONSE: DGL Home Improvement DBA Lion Roofing, Inc is currently seeking to occupy 1773 E Oakton Ave., Des Plaines, IL 60018. We would be a good neighbor to the surrounding retail businesses and the residents on the North side of Oakton Ave. We will have a welcoming office space in the front of the space and storage for our supplies and materials in the rear of the space.

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

RESPONSE: DGL Home Improvement DBA Lion Roofing, Inc is operating within the comprehensive plan, bringing economic opportunities to the Oakton Avenue retail corridor.

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;

RESPONSE: DGL Home Improvement DBA Lion Roofing, Inc shall be harmonious with neighboring businesses, occupying the space will significantly improve the current building and space both inside and out.

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

RESPONSE: The use of 1773 E Oakton will not be used for any hazardous materials, nor will our activity disturb the existing neighbors.

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 and such services;

RESPONSE: DGL Home Improvement DBA Lion Roofing, Inc will work with the City of Des Plaines and ensure that adequate services will be acquired to maintain a proper office.

 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;

RESPONSE: DGL Home Improvement DBA Lion Roofing, Inc will not create or require excessive need for public facilities or services and will help build up the economy by bringing business opportunities to the surrounding 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;

RESPONSE: The use of 1773 E Oakton Avenue will not involve any conditions that will be detrimental to any persons or properties. Lion Roofing, Inc will not produce excessive traffic, noise, smoke, fumes, glare or odors while in operation. We will maintain a clean environment.

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

RESONSE: 1773 E Oakton Avenue had it's own front and rear entrance that will not interfere with traffic, neighboring businesses, nor traffic on surrounding public streets, sidewalks, and alleys.

9.) The proposed conditional use does not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance; and

RESPONSE: 1773 E Oakton Avenue is an existing building, and there is no need for any reconstruction that will result an any destruction, loss, or damages to the building or its surroundings.

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

RESPONSE: DGL Home Improvement DBA Lion Roofing, Inc will abide by all rules and regulations within the roofing industry while maintaining the property's upkeep that will enhance the Oakton Avenue Retail Corridor.



Attachment 2

5812 W. HIGGINS AVENUE CHICAGO, ILLINOIS 60630



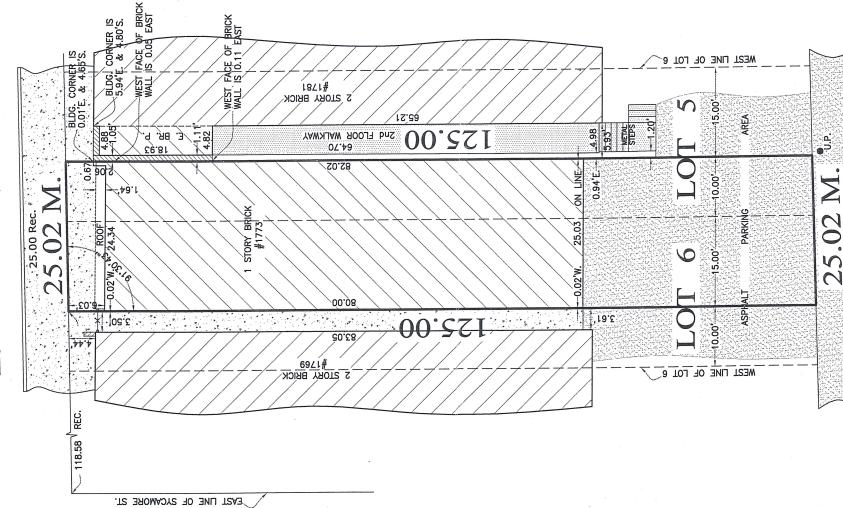
MM SURVEYING CO., INC PROFESSIONAL DESIGN FIRM No. 184-003233 PLAT OF SURVEY OF

PHONE:(773)282-5900 FAX: (773)282-9424 mmsurvey1285@sbcglobal.net

LOT 5 (EXCEPT THE EAST 15 FEET) AND LOT 6 (EXCEPT THE WEST 10 FEET THEREOF) IN BLOCK 4 OF WHITE'S RIVERVIEW ADDITION, A SUBDIVISION OF THE NORTHWEST ¼ OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1773 E. OAKTON ST., DES PLAINES, IL 60018 TOTAL LAND AREA = 3,126 sq.ft.







L E G E N D		25.00 Rec.	035-003758
			CHICAGO
- * * *	CHAIN LINK FENCE	CONCRETE CONCRETE CONCRETE	S CONTEL SO
	- WOOD FENCE		A A A A A A A A A A A A A A A A A A A
I0000000	- IRON FENCE		
1	 CONCRETE PAVEMENT 		
	- ENCLOSED FRAME PORCH		
0.FR.P. –			
0.BR.P.	- OPEN BRICK PORCH		State of Illinois
0.W.P.	- OPEN MEIAL PORCH		SS SS
			COUNTY OF COOK
ו רילי ריקי	- EUGE UF CUNCKEIE		We M M Sussing Co Inc. do horohy
			we, w w Jurveynig out, mot, do mereby cortific that we have surveyed the above
			described property and that the plat
			hereon drawn is a correct representation
			of said survey.
	101356		1
ORDER NO.		THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS	ally Domal Zurlly
10	16	FOR BUILDING LINES. FASEMENTS AND OTHER RESTRICTIONS NOT	Signature:
SCALE: 1 INCH		SHOWN HEREON, REFER TO YOUR DEED, TITLE POLICY AND LOCAL	
		ZONING ORDINANCE, ETC.	Date:-LEOLUAIN 26-2021
COMPLETION DATE :	FEBRUARY 20, 2021	LEGAL DESCRIPTION NOTED ON THIS PLAT WAS PROVIDED BY THE CLIENT AND MIST BE COMPARED WITH DEED AND/OR TITLE DOLICY	
U Taklir	14KUBCO, RICHARDS & 14KUBCO	ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.	REG. ILL. Land Surveyor No. 35-3758
ORDERED BY :		NO CORNERS WERE MONUMENTED PER CUSTOMER REQUEST.	LIC. FXP. NOVEMBER 30, 2022

1773 E. Oakton St - Looking Northeast at Rear Entrance





773 E. Oakton St – Public Notice



Attachment 4



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

August 11, 2021

Mayor Goczkowski and Des Plaines City Council CITY OF DES PLAINES

Subject:Planning and Zoning Board, 1773 E. Oakton Street, 21-028-CU, 2nd WardRE:Consideration of Conditional Use for Trade Contractor, Case #21-028-CU

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board met on August 10, 2021 to consider a Conditional Use under Section 12-7-3(K) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow for a Trade Contractor use at 1773 E. Oakton Street in the C-3, General Commercial district.

- 1. Community and Economic Development staff summarized the staff report and recommended two conditions if the Planning and Zoning Board recommended approval of the request. One condition requires the petitioner to install two four-foot long planter boxes in front of the building with perennials. The other condition prohibits the outside storage of raw materials or fabricated goods on the property.
- 2. The petitioner presented a brief overview of the request to locate a home improvement business specializing in the installation and repair of roofing, siding, gutters, and skylights.
- 3. The Planning and Zoning Board (PZB) Members asked how many employees would be at the subject property at a given time; if the employees would meet at the subject property or at the job site; that since materials are generally delivered to the job site why are there material deliveries to the subject property; if all materials will be stored inside; and if the petitioner is aware of and okay with the conditions of approval imposed by staff. The petitioner responded that up to three employees would be present on the subject property; that the majority of the employees will go directly to the job site; that some materials, such as special orders, will be delivered to and stored on the subject property prior to being installed on a job site; that all materials stored on the subject property will be stored inside the building; and that he is aware of and is okay with all of the conditions of approval imposed by staff.
- 4. No members of the public spoke on this petition.
- 5. The Planning and Zoning Board *recommended* (4-0) that the City Council *approve* the request with the two conditions in the staff report.

Respectfully submitted,

Janes S. Szals

James Szabo, Des Plaines Planning and Zoning Board, Chairman

Cc: City Officials/Aldermen

Attachment 5

Case 21-028-CU Case 21-029-V August 10, 2021 Page 2 1773 E. Oakton St 1655 Lincoln Ave Conditional Use Standard Variation

OLD BUSINESS

None

NEW BUSINESS

1. Address: 1773 E. Oakton Street

Case Number: 21-028-CU Public Hearing

The petitioners are requesting a Conditional Use pursuant to Section 12-7-3(K) to locate a Trade Contractor use at the subject property, and the approval of any other such variations, waivers, and zoning relief as may be necessary.

PIN:	09-28-103-046-0000
Petitioner:	David Lenart, 602 Elderberry Lane, Mount Prospect, IL 60056
Owner:	David Lenart, 602 Elderberry Lane, Mount Prospect, IL 60056

Chairman Szabo asked that the Staff Report be entered into record. Planner Stytz provided a summary of the following report:

Issue: The petitioner is requesting a Conditional Use under Section 12-7-3(K) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a Trade Contractor use in the C-3 zoning district at 1773 E. Oakton Street.

Address: Owners: Petitioner: Case Number:	1773 E. Oakton Street Dawid Lenart, 602 Elderberry Lane, Mount Prospect, IL 60056 Dawid Lenart, 602 Elderberry Lane, Mount Prospect, IL 60056 21-028-CU						
Real Estate Index Number:	09-28-103-046-0000						
Ward:	#2, Alderman Colt Moylan						
Existing Zoning: Existing Land Use:	C-3, General Commercial District Vacant Building						
Surrounding Zoning:	 North: C-3, General Commercial District South: R-1, Single Family Residential District East: C-3, General Commercial District West: C-3, General Commercial District 						
Surrounding Land Use:	North: Multi-Family Residence South: Single Family Residence East: Multi-Family Residence West: Office (Commercial)						

Case 21-028-CU Case 21-029-V August 10, 2021 Page 3	1773 E. Oakton St 1655 Lincoln Ave	Conditional Use Standard Variation
Street Classification:	Oakton Street is classified	d as a Minor Arterial road.
Comprehensive Plan: with Residential.	The Comprehensive Plan	illustrates this site as Lower Density Urban I

Project Description: The petitioner, Dawid Lenart, owner and operator of DGL Home Improvement, has requested a Conditional Use Permit for a Trade Contractor use at 1773 E. Oakton Street. The subject property is on the south side of Oakton Street in between Sycamore and Maple Streets with an improved alley running between the two streets behind the commercial development. The subject property is located within the C-3, General Commercial district and a Trade Contractor is a conditional use in the C-3 zoning district. The Plat of Survey shows a single-tenant building and an off-street surface parking area to its south. On-street parking along Oakton Street is directly adjacent to the north. Access to the subject property is limited to the on-street parking area to the north and the alley to the south.

The existing one-story, 1,849-square-foot building consists of an open floor plan with an existing restroom, overhead garage door, pedestrian door, and concrete ramp at the rear of the space. The petitioner wishes to use the front portion of the building as an office/showroom area and the rear portions of the building as a short-term storage area, based on the Architectural Plan/Site Plan. The petitioner's proposal does not include any changes to the exterior of the building. However, the petitioner does plan to remodel the interior to construct the proposed improvements. The dumpster for this suite will be stored inside the building, except on garbage pickup days, in compliance with Section 12-10-11 of the Des Plaines Zoning Ordinance.

The proposed Floor Plan includes an 843-square foot office/showroom space and 705-square foot warehouse space. The following parking regulations apply pursuant to Section 12-9-7 of the Des Plaines zoning Ordinance:

- One parking space for every 250 square feet of gross floor area for office spaces; and
- One parking space for every 1,500 square feet of gross floor area for warehouse space (i.e. accessory storage).

Thus, a total of four off-street parking spaces are required including one handicap accessible parking space. The existing pavement area does not meet the current code requirements for off-street parking and is a non-conforming structure governed under Section 12-5-6 of the Zoning Ordinance. Section 12-5-6(A) allows the non-conforming parking area to continue as long as it remains otherwise lawful to Section 12-5-3 of this section. Thus, a variation for parking requirements is not required.

DGL Home Improvement will be open Monday through Friday from 9 a.m. to 5 p.m. Their services will include repairs and replacement of roofing, siding, and gutters; installation of windows and skylights; interior renovations; and public adjusting. There will be occasional deliveries of office, siding, and roofing supplies at this site. A maximum of three employees will be on site at a given time. Please see the Project Narrative for more details.

Alignment with the Comprehensive Plan

The proposed project, including the proposed site improvements, addresses various goals and objectives of the 2019 Comprehensive Plan including the following aspects:

Mix

Case 21-028-CU Case 21-029-V August 10, 2021 Page 4 1773 E. Oakton St 1655 Lincoln Ave Conditional Use Standard Variation

• Future Land Use Plan:

- This property is designated as Lower Density Urban Mix with Residential on the Future Land Use Plan. The Future Land Use Plan strives to create a well-balanced development area with a healthy mixture of commercial uses. While the current use is commercial, the petitioner will work to enhance the subject property by renovating the interior of existing building and resurfacing the existing asphalt area at the rear of the building. All activities and items stored will be inside to reduce any negative impacts.
- The subject property is located along the defined Oakton Street commercial corridor with single-family residences to the south, and commercial development to the north, east, and west. It contains a single-tenant building located in between established commercial developments along Oakton Street. The request would assist in the retention of a new commercial business at this location and provide additional retail goods and services for the residents of Des Plaines.

While the aforementioned aspects represent a small portion of the goals and strategies of the Comprehensive Plan, there is a large emphasis on improving existing commercial developments and enhancing commercial corridors throughout Des Plaines.

Conditional Use Findings: Conditional Use requests are subject to the standards set forth in Section 12-3-4(E) of the Zoning Ordinance. In reviewing these standards, staff has the following comments:

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

<u>Comment</u>: The proposed use is classified as "Trade Contractor", and the subject property is in the C-3 zoning district. Please see the petitioner's responses to Standards for Conditional Uses.

B. The proposed Conditional Use is in accordance with the objectives of the City's Comprehensive Plan: <u>Comment:</u> The proposed Trade Contractor is a service-oriented use that primarily serves day-to-day needs of local residents. Additionally, the subject property is in the Oakton Business District, close to residential neighborhoods. The proposed nearby home-improvement business gives the households in those neighborhoods convenient access to the business's services. Please see the petitioner's responses to Standards for Conditional Uses.

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

<u>Comment:</u> The new business will transform the existing vacant space into a new commercial use. The proposal includes enhancements to the asphalt parking area in the rear and an interior building remodel. Please see the petitioner's responses to Standards for Conditional Uses.

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

<u>Comment</u>: All activities and storage of materials will take place inside the building. The existing building is set back away from the neighboring residences to the south, and no building footprint changes are proposed, which will help minimize the impact of the proposed use on surrounding properties. Please see the petitioner's responses to Standards for Conditional Uses.

1773 E. Oakton St 1655 Lincoln Ave Conditional Use Standard Variation

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

<u>Comment</u>: The subject property is served adequately by essential public facilities and services since it is currently accessible by Oakton Street and the alley area behind the property. The proposed Trade Contractor use will not affect the existing public facilities and services for this property. Please see the petitioner's responses to Standards for Conditional Uses.

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

<u>Comment</u>: The proposed use will operate within existing infrastructure and is not expected to have a uniquely high service demand. Further, it will transform a vacant building into a new asset for Des Plaines and can help improve the local economy. Please see the petitioner's responses to Standards for Conditional Uses.

G. 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:

<u>Comment</u>: The proposed Trade Contractor use will include an office/showroom space and short-term storage area, neither of which will produce excessive production of noise, smoke fumes, glare, or odors. Additionally, there is no fabrication of materials or products conducted on site. Please see the petitioner's responses to Standards for Conditional Uses.

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

<u>Comment</u>: The subject property does not create interference with traffic in the area with the existing access points and configuration. The proposed Trade Contractor use does not intend to alter these access points or the overall configuration of the site. Please see the petitioner's responses to Standards for Conditional Uses.

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

<u>Comment</u>: The subject property is currently developed and improved with a building and surface parking area. The proposed Trade Contractor use will not lead to the loss or damage of natural, scenic, or historic features of major importance on this property. Please see the petitioner's responses to Standards for Conditional Uses.

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

<u>*Comment:*</u> The proposed Trade Contractor use will comply with all additional regulations of the zoning Ordinance. Please see the petitioner's responses to Standards for Conditional Uses.

PZB Procedure and Recommended Conditions: Under Section 12-3-4(D) (Procedure for Review and Decision for Conditional Uses) of the Zoning Ordinance, the PZB has the authority to recommend that the

Case 21-028-CU Case 21-029-V August 10, 2021 Page 6 Conditional Use Standard Variation

City Council approve, approve subject to conditions, or deny the above-mentioned conditional use for a Trade Contractor use at 1773 E. Oakton Street. The City Council has final authority on the proposal.

Consideration of the request should be based on a review of the information presented by the applicant and the findings made above, as specified in Section 12-3-4(E) (Standards for Conditional Uses) of the Zoning Ordinance. If the PZB recommends and City Council ultimately approves the request, staff recommends the following conditions:

- 1. A minimum of two four-foot long landscape planter boxes are installed along the front of the building and are populated with perennials.
- 2. No outside storage of raw materials or fabricated goods is permitted on site.

Chairman Szabo swore in the Petitioner, Dawid Lenart. The Petitioner provided a brief overview of the request for a conditional use.

Chairman Szabo sked if the Board had any questions.

Chairman Szabo inquired about the number of employees, the Petitioner stated that he may have up to three employees. The majority of employees will go directly to the job site.

Member Saletnik stated that the project narrative includes the occasional delivery of siding and roofing supplies. The Petitioner stated that some materials may be delivered to the office, for example special order items, and those items will be stored indoors.

Member Catalano asked if the Petitioner read and agreed to the two conditions:

- 1. A minimum of two four-foot long landscape planter boxes are installed along the front of the building and are populated with perennials.
- 2. No outside storage of raw materials or fabricated goods is permitted on site.

The Petitioner stated that he agreed to the proposed conditions.

Chairman Szabo asked if there were any questions or comments from the audience. There were no comments.

A motion was made by Board Member Saletnik, seconded by Board Member Catalano, to recommend approval of the Conditional Use pursuant to Section 12-7-3(K) to locate a Trade Contractor use at the subject property, at 1773 E Oakton Street, and the approval of any other such variations, waivers, and zoning relief as may be necessary:

AYES: Saletnik, Catalano, Hofherr, Szabo

NAYES: None

ABSTAIN: None

MOTION CARRIED UNANIMOUSLY

CITY OF DES PLAINES

ORDINANCE Z - 43 - 21

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR A TRADE CONTRACTOR USE AT 1773 E. OAKTON STREET, DES PLAINES, ILLINOIS.

WHEREAS, Dawid Lenart ("*Petitioner*") is the lessee of the property commonly known as 1773 E. Oakton Street, Des Plaines, Illinois ("*Subject Property*"); and

WHEREAS, the Subject Property is located in the C-3 General Commercial District of the City ("C-3 District"); and

WHEREAS, the Subject Property is improved with an one-story single-tenant commercial building ("*Building*"); and

WHEREAS, the Petitioner desires to locate a Trade Contractor Use on the Subject Property; and

WHEREAS, pursuant to Section 12-7-3.K of the City of Des Plaines Zoning Ordinance of 1998, as amended (*"Zoning Ordinance"*), the operation of a Trade Contractor Use is permitted in the C-3 District only with a conditional use permit; and

WHEREAS, the Petitioner submitted an application to the City of Des Plaines Department of Community and Economic Development ("*Department*") for a conditional use permit to allow a Trade Contractor Use on the Subject Property ("*Conditional Use Permit*"), in accordance with Sections 12-7-3.F.3 and 12-7-3.K of the Zoning Ordinance; and

WHEREAS, the Subject Property is owned by DGL Home Improvement, Inc. ("Owner"), which has consented to the Petitioner's application; and

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

WHEREAS, within 90 days from the date of the Petitioner's application a public hearing was held by the PZB on August 10, 2021 pursuant to notice published in the *Des Plaines Journal* on July 21, 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 applicable provisions of the Zoning Ordinance; and

WHEREAS, pursuant to Section 12-3-4 of the Zoning Ordinance, the PZB filed a written report with the City Council on August 11, 2021, summarizing the testimony and evidence received by the PZB and stating the Board's recommendation, by a vote of 4-0, to approve the Petitioner's application for the Conditional Use Permit subject to certain terms and conditions; and

WHEREAS, the Petitioner made certain representations to the PZB with respect to the proposed conditional uses, which representations are hereby found by the City Council to be material and upon which the City Council relies in granting this request for the Conditional Use Permits; and

WHEREAS, the City Council has considered the written report of the PZB, the applicable standards for conditional use permits set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated July 27, 2021, including the attachments and exhibits thereto, and has determined that it is in the best interest of the City and the public to grant the Petitioner's application in accordance with the provisions of this Ordinance;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Des

Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1. RECITALS. The recitals set forth above are incorporated herein by

reference and made a part hereof, the same constituting the factual basis for this Ordinance.

SECTION 2. LEGAL DESCRIPTION OF SUBJECT PROPERTY. The Subject

Property is legally described as follows:

LOT 5 (EXCEPT THE EAST 15 FEET) AND LOT 6 (EXCEPT THE WEST 10 FEET THEREOF) IN BLOCK 4 OF WHITE'S REVIERVIEW ADDITION, A SUBDIVISION OF THE NORTHWEST ¼ OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRNCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 09-28-103-046-0000

Commonly known as: 1773 E. Oakton Street, Des Plaines, Illinois.

SECTION 3. CONDITIONAL USE PERMIT. Subject to and contingent upon the

conditions, restrictions, limitations and provisions set forth in Section 4 of this Ordinance, the City

Council grants the Petitioner a Conditional Use Permit to allow the operation of auto service repair

establishment on the Subject Property. The Conditional Use Permit granted by this Ordinance is

consistent with and equivalent to a "special use" as referenced in Section 11-13-25 of the Illinois Municipal Code, 65 ILCS 5/11-13-25.

SECTION 4. CONDITIONS. The Conditional Use Permit granted in Section 3 of this Ordinance shall be, and is hereby, expressly subject to and contingent upon the following conditions, restrictions, limitations, and provisions:

A. <u>Compliance with Law and Regulations</u>. The development, use, operation, and maintenance of the Subject Property, by the Petitioner must comply with all applicable City codes and ordinances, as the same have been or may be amended from time to time, except to the extent specifically provided otherwise in this Ordinance.

B. <u>Compliance with Plans</u>. Except for minor changes and site work approved by the City Director of Community and Economic Development in accordance with all applicable City standards, the development, use, operation, and maintenance of the Subject Property by the Petitioner must comply with the following plans as may be amended to comply with Section 4.C of this Ordinance:

- 1. That certain "Project Narrative" prepared by Petitioner, consisting of one sheet, and dated July 30, 2021, attached to and by this reference made a part of this Ordinance as **Exhibit A**; and
- 2. That certain "Architectural Plan/Site Plan" prepared by ERA Architectural Design, LLC, consisting of five sheets, and dated June 21, 2021, attached to and by this reference made a part of, this Ordinance as **Exhibit B**.
- C. <u>Additional Conditions</u>. The development, use, and maintenance of the Subject

Property shall be subject to and contingent upon the following conditions:

- 1. A minimum of two four-foot long landscape planter boxes must be installed along the front of the Building and be populated with perennials.
- 2. No outdoor storage of raw materials or fabricated goods is permitted on the Subject Property.

SECTION 5. RECORDATION; BINDING EFFECT. A copy of this Ordinance must be recorded in the Office of the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein run with the Subject Property and inure to the benefit of, and are binding upon, the Petitioner and Owner and their respective personal representatives, successors, and assigns, including, without limitation, subsequent purchasers of the Subject Property.

SECTION 6. NONCOMPLIANCE.

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

B. In the event that the Petitioner or Owner fails to develop or maintain the Subject Property in accordance with the plans submitted, the requirements of the Zoning Ordinance, or the conditions set forth in Section 4 of this Ordinance, the Conditional Use Permits granted in Section 3 of this Ordinance may be revoked after notice and hearing before the Zoning Administrator of the City, all in accordance with the procedures set forth in Section 4.7 of the Zoning Ordinance. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the C-3 District. Further, in the event of such revocation of one or both of the Conditional Use Permits, the City Manager and City's General Counsel are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. The Petitioner and Owner acknowledge that public notices and hearings have been held with respect to the adoption of this Ordinance, has considered the possibility of the revocation provided for in this Section, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice and hearing required by Section 4.7 of the Zoning Ordinance is provided to the Petitioner and Owner.

<u>SECTION 7.</u> <u>EFFECTIVE DATE</u>.

A. This Ordinance shall be in full force and effect only after the occurrence of the following events:

- 1. its passage and approval by the City Council in the manner provided by law;
- 2. its publication in pamphlet form in the manner provided by law;
- 3. the filing with the City Clerk by the Petitioner and the Owner, not less than 60 days after the passage and approval of this Ordinance, of an unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance, and demonstrating the Petitioner's and Owner's consent to its recordation. Said unconditional agreement and consent shall be in substantially the form attached to, and by this reference made a part of, this Ordinance as **Exhibit C**; and
- 4. at the Petitioner's sole cost and expense, the recordation of this Ordinance together with such exhibits as the City Clerk deems appropriate, with the Office of the Cook County Recorder.

B. In the event that the Petitioner and the Owner do not file with the City Clerk a fully executed copy of the unconditional agreement and consent referenced in Section 7.A.3 of this Ordinance, within 60 days after the date of passage of this Ordinance by the City Council, the City Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

SECTION 8. SEVERABILITY. If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

[SIGNATURE PAGE FOLLOWS]

PASSED this ______ day of ______, 2021.

APPROVED this _____ day of _____, 2021.

VOTE: AYES _____ NAYS ____ ABSENT _____

ATTEST:

MAYOR

CITY CLERK

Published in pamphlet form this _____ day of _____, 2021.

CITY CLERK

Peter M. Friedman, General Counsel

Approved as to form:

DP-Ordinance Approving a Conditional Use Permit (CUP) at 1773 E. Oakton Street for a Trade Contractor Use

Project Narrative for 1773 E Oakton St Des Plaines IL 60018

Business description:

We sell quality roofing services to the Chicagoland area. In addition, we handle residential and commercial insurance claims. We all licensed and bonded for the following services:

- Roofing repairs and replacement
- Siding repair and installation
- Gutters repairs and installation
- Window installation
- Skylight installation
- Interior renovations
- Public adjusting

Our goal:

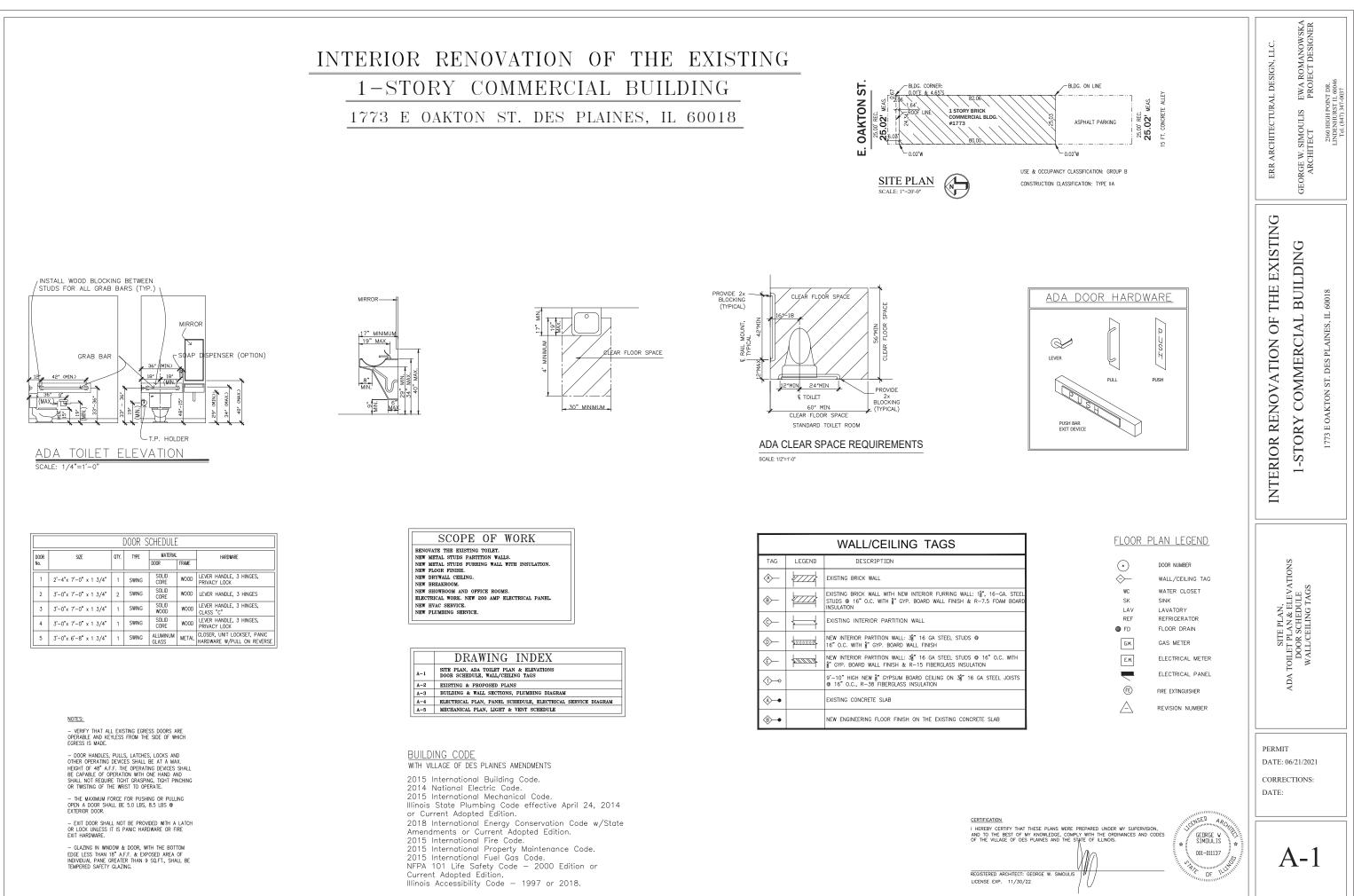
To achieve success with every job we undertake by creating that customer experience that keeps them coming back to us in the future, as well as refer us to their families and friends.

- Offering quality craftsmanship
- Using high grade materials
- Licensed and bonded
- Continually educating our team to keep up with real world construction practices
- Continually furthering our education and certifications

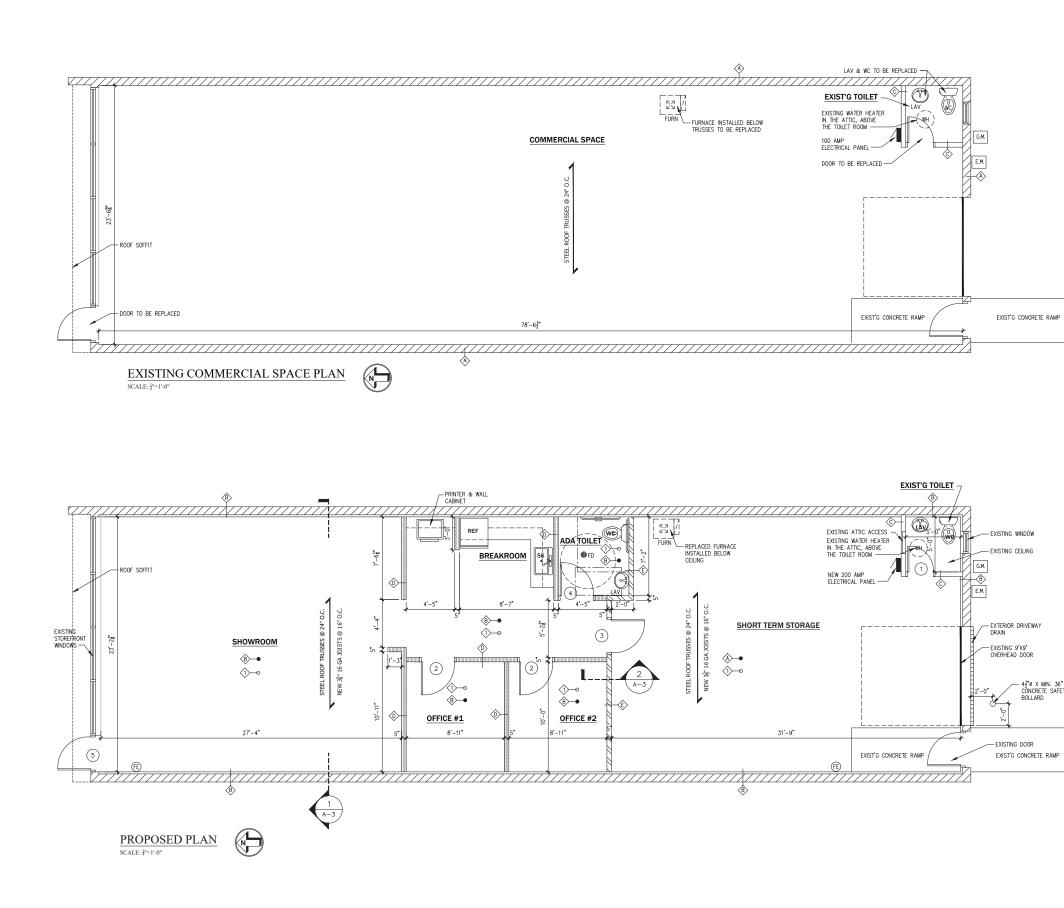
Daily Business Operations 9am-5pm:

General activities at our location of 1773 E Oakton St Des Plaines IL 60018 are as follows:

- ¾ of the building will be used for the office staff, numbers range from 1-3 employees, full time Monday Friday
- Occasional deliveries of office supplies
- Occasional deliveries of siding and/or roofing supplies



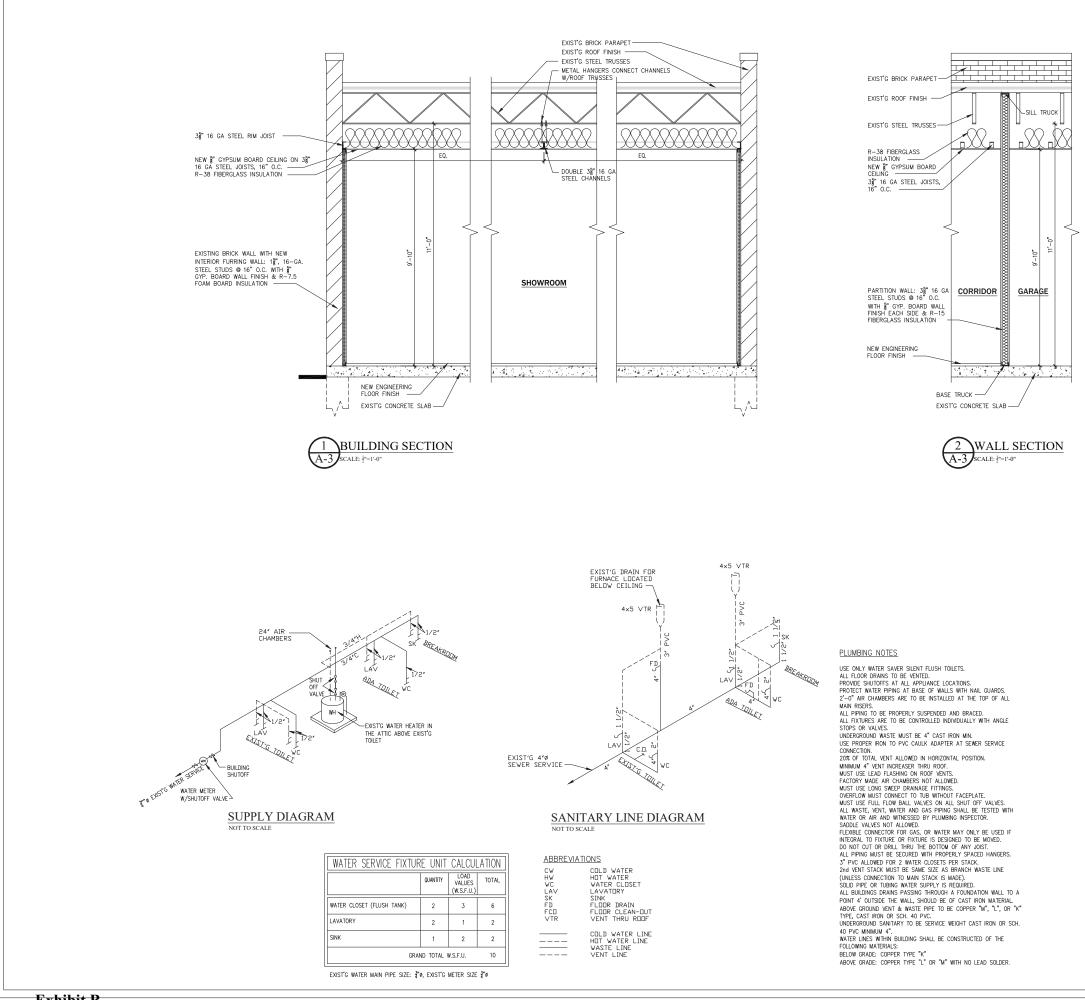
Page 24 of 30



ERR ARCHITECTURAL DESIGN, LLC.	GEORGE W. SIMOULIS EWA ROMANOWSKA ARCHITECT PROJECT DESIGNER	2360 HIGH PONT DR. LINDENHURST IL 60046 Tel. (847) 347-0037
INTERIOR RENOVATION OF THE EXISTING	1-STORY COMMERCIAL BUILDING	1773 E OAKTON ST. DES PLAINES, IL 60018
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GEORGE W SIMDULIS



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GEORGE W

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Ф	110 V DUPLEX ELECTRICAL OUTLET, 12" ABOVE THE FLOOR	4. SMOKE DETECTORS SHALL BE INTERCONNECTED SO WHEN ALARM IS ACTIVATED THEY ALL ACTIVATE.
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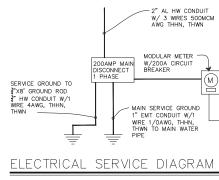
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- 1. COPPER WIRE ONLY.
- ELECTRICAL NOTES

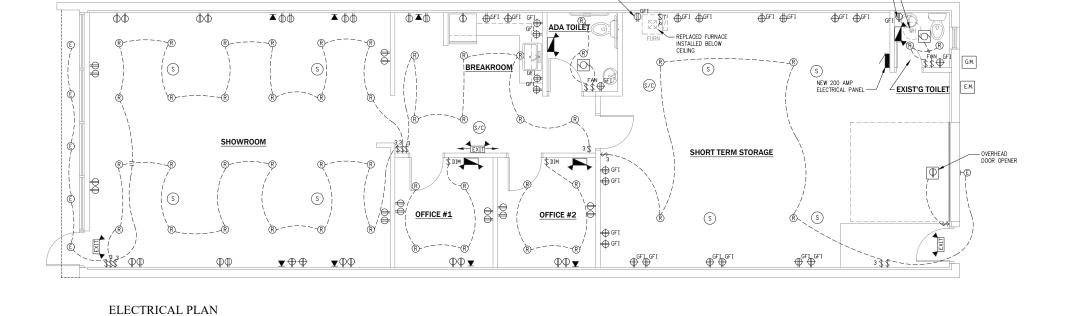
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_____AMP. MAIN LUGS _____AMP.MAIN BRK.



EXISTING WATER HEATER IN THE ATTIC, ABOVE THE TOILET ROOM

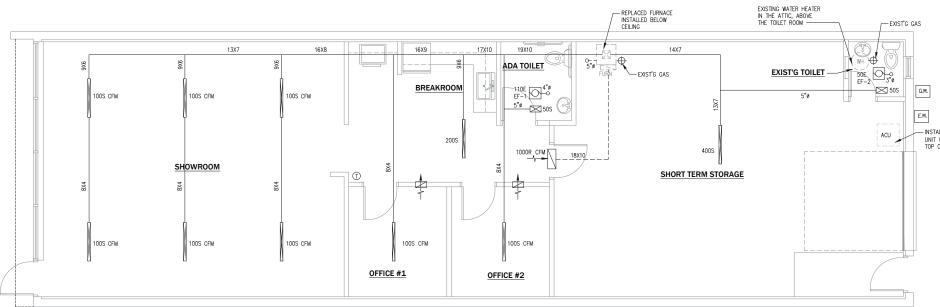
EXIST'G AT WATER HEATER -



AT FURNACE -

	ERR ARCHITECTURAL DESIGN, LLC.	GEORGE W. SIMOULIS EWA ROMANOWSKA ARCHITECT PROJECT DESIGNER	2360 HIGH POINT DR. LINDENHURST LI, 60046 Tel. (847) 347-0037
	INTERIOR RENOVATION OF THE EXISTING	1-STORY COMMERCIAL BUILDING	1773 E OAKTON ST. DES PLAINES, IL 60018
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MECHANICAL SYMBOL LIST

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RETURN AIR REGISTER

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MECHANICAL PLAN SCALE: ¹/₄"=1'-0"

LIGHT AND VENT SCHEDULE										
SPACE	FLOOR	OOR NATURAL MECHANICAL VENTILATION								
SIACE	AREA	LIG	ЭHТ	VE	NT	RE	Q. CFM	ACT	. CFM	
		REQ.	ACT.	REQ.	ACT.	SUPPLY	EXH.	SUPPLY	EXH.	
SHORT TERM STORAGE	691	N.R.		N.R.		N.R.	N.R.	400		
EXIST'G TOILET	25	N.R.	5.64	N.R.	2.82	N.R.	50	50	50	
SHOWROOM	634	N.R.	130.00	N.R.	20.00	380.4	190.2	600	600	
OFFICE #1	89	N.R.		N.R.		53.4	26.7	100	50	
OFFICE #2	89	N.R.		N.R.		53.4	26.7	100	50	
BREAKROOM	101	N.R.		N.R.		151.5	151.5	200	200	
ADA TOILET	46	N.R.		N.R.		N.R.	92	50	110	
TOTAL								1,500	1,060	

<u>GAS_FURNACE</u> CARRIER, MODEL # 59SC2D100E21-20, 100,000 BTU, 92% AFUE

EF-1: QTY. 1 MANUFACTURER "BROAN", MODELAE110K, FAN UNIT 110 CFM 1.0 SONES INCLUDED 4"¢ DUCT 120V/60 Hz/0.3 AMPS

4 TON EVAPORATOR N COIL CARRIER, MODEL # CNPHP4821ALA

<u>4 TON AIR CONDITIONER</u> CARRIER, MODEL # CA13NA048BNG, 13 SEER, REFRIGERANT R-410A

EF-2: QTY. 1 MANUFACTURER "BROAN", MODEL 670, FAN UNIT 50 CFM 3.5 SONES INCLUDED 3"\$ DUCT 120V/60 Hz/0.8 AMPS

MECHANICAL NOTES 1. ALL DUCT WORK MUST CONFORM TO SMACNA.

2. CLEARANCES FOR FORCED AIR FURNACES MUST CONFORM TO MANUFACTURER'S REQUIREMENTS.

3. NO VOLUME DAMPERS ARE PERMITTED IN THE AIR INLET TO FURNACES.

4. FUEL-BURNING DEVICES THAT PRODUCE CONDENSATE MUST BE DRAINED. 5. OVERFLOW DRAINS SHOULD DISCHARGE IN A CONSPICUOUS LOCATION.

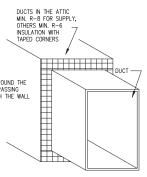
6. NATURAL GAS PIPING SHALL BE SCHEDULE 40 BLACK PIPE WITH 150# MALLEABLE IRON FITTINGS. GAS PIPING LARGER THAN 2[°] INSIDE DIA. OR CARRYING MORE THAN 5 PSIG SHALL BE SCHEDULE 40 WELDED BLACK PIPE WITH STANDARD WELD FITTINGS.

7. COMBUSTION AIR INTAKE SHOULD NOT BE LESS THAN 2 SQ. INCHES PER 1,000 BTU OUTPUT.

8. OUTSIDE AIR NOT TO BE TAKEN FROM TOILET ROOMS, BATHROOMS, KITCHENS, GARAGES OR MECHANICAL ROOMS.

9. ALL ATTIC DUCTS SHALL BE INSULATED.

10. CONNECTION TO THE DIFFUSER AND REGISTER CAN BE MADE WITH INSULATED RIGID DUCT. THE MAXIMUM LENGTH SHALL BE $5^\prime\!-\!0^\circ.$



SEAL AROUND THE DUCTS PASSING THROUGH THE WALL

PROVIDE INSULATION FOR DUCTS IN UNHEATED SPACE DUCT INSULATION

	ERR ARCHITECTURAL DESIGN, LLC.	GEORGE W. SIMOULIS EWA ROMANOWSKA ARCHITECT PROJECT DESIGNER	2360 HIGH POINT DR. LINDENHURST IL 60046 Tel. (847) 347-0037
	INTERIOR RENOVATION OF THE EXISTING	1-STORY COMMERCIAL BUILDING	1773 E OAKTON ST. DES PLAINES, IL 60018
	MECHANICAL PLAN	LIGHT & VENT SCHEDULE	
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EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Dawid Lenart ("*Petitioner*") applied to the City of Des Plaines for a conditional use permit to allow a Trade Contractor Use ("*Conditional Use Permit*") on that certain property commonly known as 1773 E. Oakton Street, Des Plaines, Illinois ("*Subject Property*") pursuant to Section 12-7-3.F.3 and 12-7-3.K of the City of Des Plaines Zoning Ordinance of 1998, as amended; and

WHEREAS, the Subject Property is owned by DGL Home Improvement, INC ("Owner"), who consented to the Petitioner's application; and

WHEREAS, Ordinance No. Z-43-21 adopted by the City Council of the City of Des Plaines on ______, 2021 ("*Ordinance*"), grants approval of the Conditional Use Permit, subject to certain conditions; and

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

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

- 1. Petitioner and Owner hereby unconditionally agree to accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. Z-43-21, adopted by the City Council on ______, 2021.
- 2. Petitioner and Owner acknowledge and agree that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's review and approval of any plans for the Subject Property, or the issuance of any permits for the use and development of the Subject Property, and that the City's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure Petitioner or Owner against damage or injury of any kind and at any time.
- 3. Petitioner and Owner acknowledge that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the procedures required by Section 12-4-7 of the City's Zoning Ordinance are followed.

- 4. Petitioner agrees to and do hereby hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the City's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Subject Property, and (d) the performance by Petitioner of its obligations under this Unconditional Agreement and Consent.
- 5. Petitioner hereby agrees to pay all expenses incurred by the City in defending itself with regard to any and all of the claims mentioned in this Unconditional Agreement and Consent. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the City.

ATTEST:	DAWID LENART
By:	By:
SUBSCRIBED and SWORN to before me this day of, 2021.	Its:
Notary Public	
ATTEST:	DGL HOME IMPROVEMENT, INC
By:	
SUBSCRIBED and SWORN to before me this day of, 2021.	
Notary Public	



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date:	August 25, 2021
To:	Michael G. Bartholomew, MCP, LEED-AP, City Manager
From:	John T. Carlisle, AICP, Economic Development Manager 970
Subject:	Amendments to Title 15 of the City Code to Clarify and Expand the O'Hare Corridor Privilege Tax Area (Tax on Hotel/Motel Rooms) and the O'Hare Corridor Privilege Area Parking Tax

Issue: Consider amendments to Chapters 5 and 6 within Title 15 of the City Code (Municipal Taxation). The proposed changes clarify and expand the boundaries of the tax areas, potentially generating additional revenue from both hotel/motel occupancy and paid parking.

Analysis: For commercial properties along Higgins Road and Mannheim Road in the southern portion of Des Plaines, there remains demand for hotels and paid parking, particularly for O'Hare Airport travelers. This market was evident to the City in the 2000s when it adopted Ordinance M-65-04 to create the O'Hare Corridor Privilege Tax Area, bounded by Mannheim Road, Higgins Road, and the Canadian National (formerly Wisconsin Central) rail line. See Attachment 1 for a map of existing boundaries. This tax applies to hotel/motel rooms and is levied in addition to the citywide seven percent Hotel-Motel Operators Occupation Tax, amounting to a total tax of 11 percent.

Last amended by Ordinance M-19-13, a parking tax for the same geographic area was also created. The parking tax entitles the City to \$1 per vehicle per day. The City envisioned the following at the time:

- Hotels could be developed in the area and could charge guests a daily fee for parking;
- Standalone off-site airport parking centers (e.g. Park N Jet, Wally Park) could be developed; and/or
- Existing businesses might rent their excess spaces for off-site airport parking or event parking for Allstate Arena (defined as "Commercial Parking Lot" in the Zoning Ordinance).

Although COVID-19 has significantly affected air travel and in-person events in 2020 and 2021, the City is nonetheless considering land use entitlement and 7b property tax incentive requests for a new hotel at 1700 Higgins Road. This potential hotel is not within the current privilege area but would lie within the amended one. Additionally, the City expects to consider a commercial parking use proximate to the Holiday Inn Express at 3001 Mannheim, part of the Orchards at O'Hare development and within the existing boundaries.

Since 2015, the City's average overall revenue from all hotel/motel taxes was \$1,800,179 (2020 was significantly affected by the pandemic and was \$763,390). The privilege area accounts for approximately \$35,000. The proposed 107-room hotel at 1700 Higgins would be Des Plaines' 12th hotel and if mapped into

area would likely generate tens of thousands of dollars in additional revenue per year through the privilege tax, both for rooms and parking (if the hotel charges for parking). An 11 percent total room tax rate is in line with the range of 7 to 12 percent for hotels in nearby municipalities such as Chicago, Elk Grove Village, and Rosemont. If approved, the 7b property tax incentive (tentatively scheduled for consideration at the September 20 City Council meeting) would reduce the annual property tax bill by approximately \$600,000 for the life of the incentive.

Finally, if these amendments and the 1700 Higgins development are approved, the proposed hotel or parking garage may in the future have excess spaces that could be repurposed for commercial parking, which would be subject to the tax.

Proposed Amended Sections

Attached Ordinance M-11-21 contains the following proposed amendments to Chapters 15-5 and 15-6 of the City Code. Additions are **bold underline**. Deletions are struckthrough.

15-5-1: DEFINITIONS:

O'HARE CORRIDOR PRIVILEGE TAX AREA: The area bounded by <u>a straight line extending</u> <u>Lunt Avenue from its intersection with Greco Avenue to its intersection with Mannheim</u> <u>Road, Mannheim Road from its intersection with Lunt Avenue to its intersection with</u> <u>Higgins Road, Higgins Road from Mannheim Road to its intersection with I-90, I-90 from its</u> <u>intersection with Higgins Road to its intersection with the rail lines located west of Willow</u> <u>Creek,</u> and the Wisconsin Central rail line <u>from its intersection with I-90 to the straight line</u> <u>drawn extending Lunt Avenue from Greco Avenue to Mannheim Road</u> and depicted on the map attached as exhibit A to the ordinance codified herein.

* * *

15-6-1: DEFINITIONS:

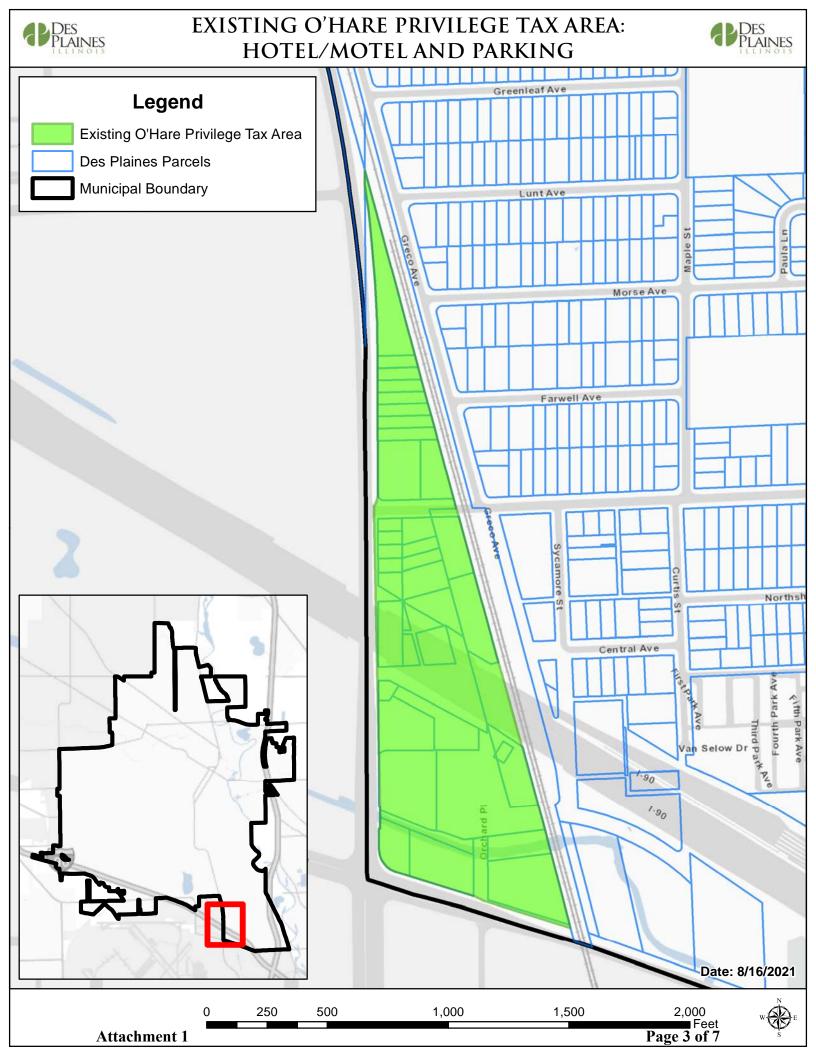
O'HARE CORRIDOR PRIVILEGE TAX AREA: The area bounded by ... <u>a straight line extending</u> <u>Lunt Avenue from its intersection with Greco Avenue to its intersection with Mannheim</u> <u>Road, Mannheim Road from its intersection with Lunt Avenue to its intersection with</u> <u>Higgins Road, Higgins Road from Mannheim Road to its intersection with I-90, I-90 from its</u> <u>intersection with Higgins Road to its intersection with the rail lines located west of Willow</u> <u>Creek,</u> and the Wisconsin Central rail line <u>from its intersection with I-90 to the straight line</u> <u>drawn extending Lunt Avenue from Greco Avenue to Mannheim Road</u> and located within TIF 6.

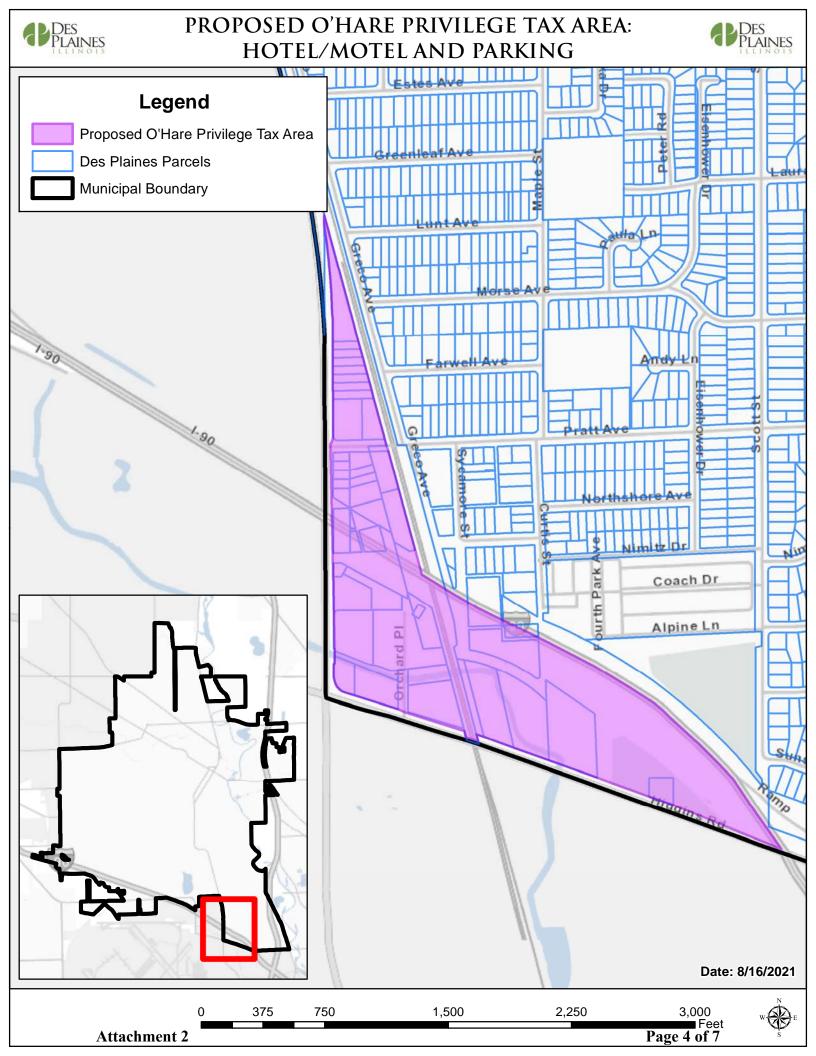
* * *

Recommendation: Staff recommends the City Council approve Ordinance M-11-21, which amends the City Code to clarify and expand the definitions for the O'Hare Privilege Tax Area for both hotel rooms and parking.

Attachments:

Attachment 1: Current O'Hare Privilege Tax and Parking Tax Area Attachment 2: Proposed O'Hare Privilege Tax and Parking Tax Area Ordinance M-11-21





CITY OF DES PLAINES

ORDINANCE M - 11 - 21

AN ORDINANCE AMENDING TITLE 15 OF THE DES PLAINES CITY CODE REGARDING THE O'HARE <u>CORRIDOR PRIVILEGE TAX AREA.</u>

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

WHEREAS, Chapter 5 of Title 15 of the City Code of the City of Des Plaines, as amended ("*City Code*") imposes a use tax on the renting hotel or motel rooms within a certain designated area of the City ("*O'Hare Corridor Privilege Tax Area*"); and

WHEREAS, Chapter 6 of Title 15 of the City Code sets forth rules and regulations regarding a tax imposed on the privilege of parking vehicles for a fee within the O'Hare Corridor Privilege Tax Area; and

WHEREAS, the City desires to amend the boundaries of the O'Hare Corridor Privilege Area pursuant to its home rule authority; 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. AMENDMENTS TO SECTION 15-5-1. Section 15-5-1, titled "Definitions," of Chapter 5, titled "O'Hare Corridor Privilege Tax Area," of Title 15, titled "Municipal Taxes," of the City Code is hereby amended as follows:

"15-5-1: DEFINITIONS:

O'HARE CORRIDOR PRIVILEGE TAX AREA: The area bounded by <u>a straight</u> <u>line extending Lunt Avenue from its intersection with Greco Avenue to its</u> <u>intersection with Mannheim Road</u>, Mannheim Road<u>from its intersection with</u> <u>Lunt Avenue to its intersection with Higgins Road</u>, Higgins Road<u>from</u> <u>Mannheim Road to its intersection with I-90, I-90 from its intersection with</u> <u>Higgins Road to its intersection with the rail lines located west of Willow</u> <u>Creek</u>, and the Wisconsin Central rail line <u>from its intersection with I-90 to the</u>

{00121986.1}

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

straight line drawn extending Lunt Avenue from Greco Avenue to Mannheim <u>Road</u> and depicted on the map attached as exhibit A to the ordinance codified herein.

* * *''

SECTION 3. AMENDMENTS TO SECTION 15-6-1. Section 15-6-1, titled "Definitions," of Chapter 6, titled "O'Hare Corridor Privilege Tax Area Parking Tax," of Title 15, titled "Municipal Taxes," of the City Code is hereby amended as follows:

"15-6-1: DEFINITIONS:

O'HARE CORRIDOR PRIVILEGE TAX AREA: The area bounded by <u>a straight</u> <u>line extending Lunt Avenue from its intersection with Greco Avenue to its</u> <u>intersection with Mannheim Road,</u> Mannheim Road<u>from its intersection with</u> <u>Lunt Avenue to its intersection with Higgins Road</u>, Higgins Road<u>from</u> <u>Mannheim Road to its intersection with I-90, I-90 from its intersection with</u> <u>Higgins Road to its intersection with the rail lines located west of Willow</u> <u>Creek</u>, and the Wisconsin Central-rail line <u>from its intersection with I-90 to the</u> <u>straight line drawn extending Lunt Avenue from Greco Avenue to Mannheim</u> <u>Road</u>-and located within TIF 6.

* * *''

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]

{00121986.1}

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

PASSED this ______ day of ______, 2021.

APPROVED this _____ day of _____, 2021.

VOTE: Ayes_____ Absent_____

ATTEST:

MAYOR

CITY CLERK

Published in pamphlet form this _____ day of _____, 2021

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

{00121986.1}

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: August 26, 2021

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

- From: John T. Carlisle, AICP, Economic Development Manager **%** Jonathan Stytz, Planner **3**5
- Subject: **1700 Higgins Road**: Case #21-005-FPLAT-V-PUD-A Approve an amended development proposal, which previously consisted of an existing office building, a new freestanding restaurant, and parking areas. The amended proposal is for an existing office building, a hotel, and redesigned parking areas including a parking garage, which requires vacation of public right of way.

Issue: The petitioner is requesting the following under the Zoning Ordinance and Subdivision Regulations: (i) a Major Amendment to the existing Planned Unit Development (PUD) to allow for a five-story, 64,760-square-foot hotel in lieu of the Class A restaurant approved in Ordinance Z-21-19; (ii) a Final Plat of Subdivision to resubdivide the existing property from two lots to four lots; (iii) Major Variations to allow a lot depth of 6 feet for Lots 3 and 4 where a minimum lot depth of 125 feet is required; and (iv) Major Variations to allow a reduction in the number of required parking spaces from 541 to 338 for Lot 1 and a reduction in the number of required parking spaces on Lot 2.

Under 8-1-9 of the City Code, the petitioner requests a Vacation of Right of Way to convey a 1,821-squarefoot parcel of unimproved Webster Avenue to accommodate a proposed parking garage.

Address:	1700 Higgins Road
Owner:	Andrew Saunders, Mariner Higgins Centre, LLC, 117 Macquarie Street, Sydney, NSW 2000, Australia
Petitioner:	Mark Rogers on behalf of Mariner Higgins Centre, LLC, 117 Macquarie Street, Sydney, NSW 2000, Australia
Case Number:	21-005-FPLAT-PUD-V-A
Real Estate Index Numbers (Existing):	09-33-309-007-0000; 09-33-310-004-0000
Existing Zoning	C-3, General Commercial District

Existing Land Uses	Multi-tenant Office Building and Surface Parking
Surrounding Zoning	North: I-90 Tollway; R-1, Single Family Residential South: G, Government and Institutional (Rosemont) East: C-2, Limited Office Commercial District West: C-3, General Commercial District
Surrounding Land Use	North: I-90 Tollway; Single Family Residences South: Health & Fitness / Village Manor Apartments (Rosemont) East: Open Space / Park West: Vacant lot
Street Classification	Higgins Road is classified as a minor arterial street.
Comprehensive Plan	The Comprehensive Plan designates this property as Commercial.

Final Planned Unit Development (Major Change)

Project Description The applicant, Mark Rogers on behalf of Mariner Higgins Centre, LLC, is requesting a Major Amendment to the PUD approved by Ordinance Z-21-19 to allow for a five-story, 64,760-square foot hotel in lieu of the Class A restaurant that was a part of the original Final PUD. The existing property consists of two parcels containing a six-story office building with 135,000-square feet of leasable office space and 392 parking spaces, including 358 surface spaces, 28 indoor spaces, and six accessible spaces. With all lots combined, the property encompasses 5.75 acres. Ordinance Z-21-19 granted a Final PUD with exceptions, major variations for lot depth and parking, and a Final Plat of Subdivision for (i) substantial renovations of the existing office building; (ii) a new 6,000-square-foot freestanding restaurant in the out-lot near Higgins Road; (iii) construction of an 88-space parking lot on vacant property located across Willow Creek; and (iv) significant infrastructure upgrades.

Since December 2018, the existing office building has undergone major renovations as identified in the Project Narrative (Attachment 1). However, the property owner now desires to sell the out-lot to a separate developer who would construct a hotel instead of the restaurant. The hotel is tentatively a Homes2Suite Hotel by Hilton at an estimated cost of \$7.5 million. As a result of the change of project scope, the Plat of Subdivision and Plat of PUD boundaries must be updated.

The hotel is proposed in the southeast corner, where the original restaurant building was planned. The hotel has a larger ground-floor footprint necessitating a shift in parking location for the development overall. To accommodate parking for the office, a 34,658-square-foot garage (68,290 square feet including the ground and top tiers) is now proposed on the northwest portion. The garage will have 207 spaces, bringing the total for the development to 401.

As with the original proposal, the new proposal still represents a unique mixeduse development with multiple structures, unique lot configurations, additional parking availability for use of the entire development, and improvements for stormwater detention. To achieve the intent of PUDs for these types of developments, Section 12-3-5(C) of the Zoning Ordinance allows for permitted exceptions to the bulk regulations of the Zoning Ordinance. Due to the unique property characteristics identified above, the petitioner has requested the following exceptions:

- A building height, per the definition of "Building Height" in the Zoning Ordinance, of approximately 59 feet for the proposed hotel where the maximum allowed is 45 feet in the C-3 district.
- An exception to the back-of-curb setback from the southern and eastern edges of the proposed off-street parking lot to the south and east property lines respectively for the new hotel (Section 12-9-6-D); the required setback is 3.5 feet, and the closest back-of-curb setback is 2.07-feet.
 - The petitioner seeks to provide ample room for parking, circulation, and fire truck movements on the new hotel site by reducing the proposed back-of-curb setback.
- An exception to the five-foot perimeter parking lot landscaping area requirement for the proposed hotel parking lot (Section 12-10-8-C).
 - The amount of space available for landscaping is limited behind the southern and eastern parking space rows. However, the petitioner proposes to add a row of landscaping in these areas as well as additional landscaping in the corner of these parking areas and throughout the hotel site.

It is important to note that PUD exceptions were awarded to the subject property in 2019, given that the existing office building was built in 1986 under different zoning regulations, making elements of the property non-conforming. Thus, there is currently a deficit of parking for the existing office building. However, with the addition of the new parking garage, the entire development will have a positive gain on the parking count, which reduces the extent of the request for relief. The attached Parking and Traffic Study discusses the parking and trip generation in more detail (Attachment 5). The parking exception request is explained in the Major Variations section of this report.

Final Plat of Subdivision

Project Description The petitioner has submitted a revised Final Plat of Subdivision to re-subdivide the existing lots into four new lots to reflect the change in scope for the redevelopment of this property. Here is the proposed new lot configuration:

Proposed	Proposed/Existing Use	Proposed	Proposed
Lot Number	-	Land Area	Acreage
Lot 1	Existing Office Building &	197,350 SF	4.531
	Proposed Parking Garage		
Lot 2	Proposed Hotel	52,774 SF	1.212
Lot 3	Western Billboard	36 SF	0.001
Lot 4	Eastern Billboard	36 SF	0.001

A description of each proposed lot is as follows:

- Lot 1 The existing office building is currently situated across both of the existing parcels but will be reconfigured on the revised Plat of Subdivision so that Lot 1 includes the entire office building and the proposed parking garage. The petitioner has indicated that a portion of the proposed parking garage will be located on property currently owned by the City of Des Plaines (Webster Avenue right of way), which will need to be vacated/sold to the petitioner so it can be incorporated into Lot 1.
- Lot 2 The proposed hotel and the proposed surface parking area will be located on a separate lot at the southeast corner of the property. Lot 2 will be reduced to accommodate the new hotel and to create two separate lots for the existing billboards.
- Lot 3 This lot encompasses the base of the westernmost billboard sign.
- Lot 4 This lot encompasses the base of the easternmost billboard sign.

Major Variations

Project Description

The petitioner has submitted variation requests for parking and lot depth due to the unique size and shape of the development. The existing office building property contains 392 parking spaces. As part of the development proposal, the petitioner is requesting a major variation to reduce the off-street parking requirement for the existing office building on the new Lot 1 from the required 541 spaces to 338. Pursuant to Section 12-9-7, the proposed hotel requires a total of 110 parking spaces. Since the hotel site on the new Lot 2 will only contain 63 spaces, the petitioner is also requesting a major variation to reduce the parking from 110 spaces to 63 spaces.

Consider that although the office will effectively lose parking spaces to the east because of the hotel, the 207-space parking garage on the northwest corner of the lot would bring the parking total for the entire development to 401 spaces, which is a net gain of nine compared to the current approval from 2019.

Additionally, the petitioner is requesting major variances to reduce the lot depths from 125 feet to six feet for Lots 3 and 4, which entail the base of the

billboards. These requests are a deviation from Subdivision Code Section 13-2-5.R. However, staff does not have a concern with the lot depth variance requests as the lot configuration is for tax purposes. All variation requests are summarized in the table below:

Regulation	Required	Proposed
Parking – Office Building (Lot 1)	541 spaces	338 spaces
Parking – Hotel (Lot 2)	110 spaces	63 spaces
Lot Depth (Lot 3)	125 feet	6 feet
Lot Depth (Lot 4)	125 feet	6 feet

Plat of Vacation

Project Description The petitioner has submitted a request for the City to vacate approximately 1,821 square feet of unimproved Webster Avenue to accommodate a portion of the proposed deck garage in the northwest portion of the property. The petitioner could not design the garage at its proposed capacity to fit within the property lines. The proposed vacation parcel lies between the property and I-90 (Tollway). This parcel has never been developed and serves as drainage for the Property and the Tollway. If the vacation is approved, the proposed parking garage deck will be designed and constructed on piers spanning a drainage easement. Additionally, the City maintains a sanitary sewer line in the Webster Avenue right-of-way that will remain in a Sanitary Sewer Easement.

Per City Municipal Code Section 8-1-9: Vacation of Public Streets and Alleys, any ordinance to vacate public streets or alleys shall not become effective until fair market value is paid to the City. An appraisal was performed by JMS Appraisal Group, Inc. dated March 24, 2021. The appraisal estimates the value of the proposed vacated portion of Webster Avenue to be \$25,000.

Alignment with the Comprehensive Plan

As found in the City of Des Plaines' 2019 Comprehensive Plan, there are several parts of the Comprehensive Plan that align with the proposed project. Those portions are as follows:

- Under Future Land Use Map:
 - The property is marked for commercial land use. The proposed expanded parking garage will further enhance the existing office building property, reduce the existing parking non-conformity, and allow for mixed use development on the site. This will also allow the subject property to support multiple uses in close proximity to transit and the higher density commercial corridor in its immediate vicinity.
- Under Economic Development:
 - The Comprehensive Plan recognizes the economic vitality of the surrounding area and its importance to the broader region. The proposed enhancements of this site would be inkeeping with prior development efforts from the office building.

Findings of Fact

As required, the Planning and Zoning Board (PZB) reviewed the proposed development in terms of the standards in Section 12-3 of the Zoning Ordinance for the various requests. The PZB's recommendation to approve is based on affirmative findings that the requests meet the required standards. The full comment and rationale for the findings is included in the excerpt to the March 23, 2021 meeting minutes (Attachment 9).

PZB Review: The PZB held a public hearing on March 23, 2021 to consider the requests. The petitioner provided a detailed presentation beginning with the existing site information and previous work completed on the existing office building located on site. He then provided details on the proposed five-story, 107-room hotel and 207-space parking garage that are proposed to be constructed on site in lieu of the Class A restaurant and surface parking lot/bridge over Willow Creek that were approved in Ordinance Z-21-19. Additional site work, including stormwater management and the addition of a new fire hydrant on the proposed hotel lot, were discussed briefly. The petitioner touched on the Final Plat of Subdivision request that entails the resubdivision of the existing property into four new lots, one for the existing office building, new hotel, and the two existing billboards located at the rear of the site. Furthermore, he touched on the major variations for parking and lot depth that are proposed as part of the development, commenting that parking counts for the revised sites containing the existing office building and the new hotel will not meet current code individually, but that the proposed parking garage would provide a net gain of nine parking spaces for the entire property once completed and decrease the existing parking non-conformity. He discussed the KLOA traffic and parking study to justify the request for the parking variations and to conclude that the parking provided on site for this development is sufficient for all uses. The petitioner also stated that a lot depth variation is needed for the two new billboard lots since the Subdivision Regulations require a minimum lot depth of 125 feet, which would not be practical for the two new lots that contain the base of the existing billboards.

PZB members asked about the vacant property across the creek located west of the subject property, if the property owner currently owns that property, and the proposed plans for that property; how the existing available parking on site will accommodate the existing office building during construction; and if a proposed restaurant was still part of plan per the Lot 2 description on the staff report.

Community and Economic Development staff recommended approval of the request with the condition that drawings may have to be amended to comply with all applicable codes and regulations. No one from the public spoke on this request. The Planning and Zoning Board *recommended* (5-0) that the City Council *approve* the request with the one condition found in the staff report.

Recommendation: The PZB forwards its 5-0 recommendation for approval to the City Council. The Council can consider Ordinance Z-44-21 for (i) a Major Amendment to the existing PUD; (ii) a Final Plat of Subdivision; and (iii) Major Variations to allow for the construction of a five-story, 64,760-square-foot hotel at 1700 Higgins Road in lieu of the Class A restaurant approved in Ordinance Z-21-19. If the Council chooses to approve, staff and the PZB recommend a condition that construction drawings be amended, if necessary but still substantially conforming to ordinance exhibits, to comply with all applicable codes and regulations.

Staff also recommends consideration of Z-45-21 to vacate the necessary portion of public right-of-way for the proposed parking garage and to designate the vacated right of way in the C-3 zoning district, which is the same as the subject property.

Attachments:

- Attachment 1: Project Narrative
- Attachment 2: Petitioner's Responses to Standards
- Attachment 3: Location Map
- Attachment 4: Plat of Survey
- Attachment 5: Parking and Traffic Study without Appendices
- Attachment 6: Turning Radius Diagram
- Attachment 7: Site and Context Photos
- Attachment 8: Chairman Szabo Memo
- Attachment 9: Excerpt of Minutes from the March 23, 2021 Planning and Zoning Board Meeting
- Attachment 10: Rendering of Proposed Hotel

Ordinance Z-44-21

- Exhibit A: Amended Plat of PUD
- Exhibit B: Final Plat of Subdivision
- Exhibit C: Parking Count Exhibit
- Exhibit D: Select Architectural Plans
- Exhibit E: Select Engineering Plans
- Exhibit F: Landscape Plan
- Exhibit G: Electrical and Photometric Site Plans
- Exhibit H: Unconditional Agreement and Consent

Ordinance Z-45-21 Exhibit A: Plat of Vacation



33 NORTH LASALLE STREET, 28TH FLOOR CHICAGO, ILLINOIS 60602 BRIAN P. LISTON (312) 580-1594 PETER TSANTILIS (312) 604-3808 FACSIMILE (312) 580-1592

March 16, 2021

VIA MAIL & EMAIL

Mike McMahon Economic Development Coordinator City of Des Plaines 1420 Miner Street Des Plaines, Illinois 60016

> **<u>RE:</u>** Development Application Narrative Mariner Higgins Centre, LLC 1700 W. Higgins Road Des Plaines, Illinois 60018 PINs: 09-33-310-004; 09-33-309-007-0000

Dear Mike:

Mariner Higgins Centre, LLC (the "Applicant") is the owner of the property located at 1700 W. Higgins Road, Des Plaines, Illinois 60018 (09-33-310-004-0000; 09-33-309-007-0000). The Applicant is requesting approval from the City of Des Plaines (the "City") of a Final Planned Unit Development (PUD), a Final Plat of Subdivision and three major variances. Applicant is also requesting that CED staff review and approve the proposed hotel design & user.

The requested Final PUD includes an existing 139,000 square foot commercial building which has recently been renovated, construction of an approximately 64,760 square foot hotel, construction of a new decked parking garage, digitization of a billboard and significant infrastructure and storm-water management upgrades.

Since December of 2018, the Applicant has invested approximately \$3,789,917 for major renovations at the existing office building. One of the largest projects required for the property was a complete elevator modernization which was finished in 2019. The other major project for the office was the installation of a business generator/incubator spaces, with Applicant spending over \$500,000 to construct and furnish the areas. The goal is now having growing companies enter the O'Hare office sub-market and eventually grow into larger spaces within the building. Relatedly, the Applicant has also finished rehabilitating some of its previously vacant suites (450, 300, 680 & 690), replaced the roof, installed new furniture for the common areas, completed work in the corridor, finished remodeling the café, resurfaced the parking lot, installed sidewalks, parking lot LEDs, terrazzo floor, revolving doors and more

Since completion, the Applicant has attracted a number of new tenants to both the generator space and formerly vacant suites. Fi-Tek, LLC is currently working out of generator space 7, with plans to potentially move operations to suite 550 later in 2021. Tech USA also started utilized the generator space while suite 450 was being finished. Chepov & Scott are currently in suite 430 and will also be expanding into suite 440. Physicians Immediate Care is in suite 600 (11,686 SF), and as of early February the Law Offices of Samuel Bae has been set up in generator space 6. The Applicant also has Efruitti under contract to lease suite 680 starting in June 2021. Pre-COVID, employment number for the existing office building were around 250, but currently the number is likely half based on alternating schedules and working from home.

Additionally, the Applicant plans to construct a new 64,760 square foot Homes 2Suites Hotel by Hilton on the subject property, including 63 off street parking spaces, including six (6) ADA spots. Homes2 Suite is a modern mid-scale hotel featuring all suites, focusing on the extended stay traveler. Besides the first, each floor of the hotel will feature 15 queen studios, 6 queen studios (connecting), and one ADA accessible queen studio. The measurement for the highest point of the building is 68' 2 ¹/₂". The building materials comply with Section 12-3-11 of the zoning ordinance, and a copy of the materials to be used is included on the Hotel elevation sheets A-4.1 & A-4.2 included in the enclosed packet. The Dumpster Details sheet (SP-2) was erroneously left out of the initial packet, but is now included with the Hotel design documents. Please see the breakdown below for the dimensions for all hotel areas devoted to offices:

- First Floor Offices
 - o <u>Sales Office:</u>
 - Area: 133 Sq. Ft. Dimensions: 11' 10 13/16 " x 9' 4 ½ "
 - Engineer Office:
 - Area: 71.4 Sq. Ft. Dimensions: 11' 10 13/16 " x 6'
 - o Manager Office:
 - Area: 112.8 Sq. Ft. Dimensions 11' x 9' 3 1/8 "
 - o <u>B.O.H:</u>
 - Area: 858.5 Sq. Ft.
 - Food Prep:
 - Area: 269.4 Sq. Ft.
- Typical Floor
 - No office sheets for 1.2 through 1.5, but there is a housekeeping room that measures 434.29 Sq. Ft.

Please also see the enclosed fire truck turning exhibits and updated drawings including placement of a new fire hydrant on the east side of the hotel (see sheet UT1). As to trash pickup and disposal, a collection pad is proposed near the ramp of the new parking garage with a trash enclosure is proposed on the east side of the hotel (please see sheet GM1). Construction is planned to begin around mid to late 2021, with completion by mid-2022. The Final PUD or other controlling document will includes an easement which allows for shared parking across both lots. The Hotel and Office parking will work synergistically with one another, with office parking demand declining in the afternoon while Hotel parking increases. The parking will be fully open with the exception that priority will be given to the parking spaces on Lot 2 to the Hotel after normal working hours. This will allow the Hotel to utilize the parking directly north for the peak check in hours.

The site currently consists of two parcels which include an existing 139,000 square foot commercial building surrounding by a parking lot on each end. The total land square footage of these two parcels is approximately 230,126 square feet of land. The site currently has 392 parking spaces including 358 outdoor parking spaces, 28 indoor parking spaces, and six handicap parking spaces. According to a study done on April 3rd, 2019, peak parking demand was 136 vehicles (35 percent) occurring at 11:00 A.M. with a surplus of 256 parking spaces. It should be noted that, at the time the parking occupancy survey was conducted, the existing six-story office building had approximately 74,291 square feet of vacant space. In order to determine the parking demand of the fully occupied office building, the parking demand of the vacant space was estimated based on the results of the parking occupancy survey. As a result, the peak parking demand of the fully occupied office building will occur at 11:00 A.M. with a parking demand of 302 spaces.

As a result of the hotel development, the existing office building will be losing 82 parking spots. However, Applicant will be constructing a new 34,658 square foot decked parking garage, with a total gross square footage of 68,290 (including the ground and top tiers).The proposed 207-space parking garage will be replacing the existing surface parking spaces. Overall, the site will provide a total parking supply of 401 spaces, which is a net increase of nine (9) parking spaces over the existing supply.

Attachment 1

THE LAW OFFICES OF LISTON & TSANTILIS

Stormwater management is required for this project and will be designed to meet Metropolitan Water Reclamation District of Greater Chicago (MWRD) standards. The project is tributary to Willow. The site is currently developed as an office building and surrounding parking lot. The proposed plan consists of a new hotel East of the office building with an underground stormwater vault under the parking lot for detention and volume control. The stormwater vault is sized based on the hotel development area (area disturbed for new hotel). The vault is tributary to an existing sewer on-site that outfalls to Willow Creek. No additional stormwater management is required for areas not disturbed for construction of the hotel.

In addition, a parking garage is proposed northwest of the existing office building with an underground stormwater vault under the parking garage for detention and volume control. The stormwater vault is sized based the parking garage development area (area disturbed for new parking garage). The vault is tributary to an existing sewer on-site that outfalls to Willow Creek. No additional stormwater management is required for areas not disturbed for construction of the garage.

The Applicant is also requesting three major variances. The first variances request is for Lot 3 and 4 to reduce the 125' lot depth requirement to 6' pursuant to 13-2-5-R of the subdivision regulations. Second, Applicant requests a variance for Lot 1 to reduce the parking requirement from 541 spaces to 338 spaces pursuant to 12-9-7 of the zoning ordinance. The third and final variance request is to reduce the parking requirement from 110 spaces to 63 spaces on Lot 2, pursuant to 12-9-7 of the zoning ordinance.

The total projected parking demand of the overall site was calculated adding the projected parking demand for the proposed hotel to the projected parking demand of the office building assuming full occupancy. It should be noted that in order to provide for a conservative analysis, the highest hourly parking demand for each land use was utilized (City of Des Plaines Code for the all-suites hotel and ITE rates for the office building). Table 7 below of the enclosed KLOA Traffic/Parking Study shows the total projected hourly parking demand for the site. A review of Table 7 indicates that the projected peak parking demand for the overall site will be 363 vehicles (91 percent occupancy) occurring at 10:00 A.M. with a surplus of 38 parking spaces. Therefore, the results of the parking evaluation show that the proposed parking supply of 401 parking spaces will be adequate in accommodating the projected peak parking demand of the two land uses.

Time	Office ¹	Hotel ²	Total	Surplus	Percent Occupancy
5:00 AM	4	95	99	302	0.25
6:00 AM	20	95	115	286	0.29
7:00 AM	65	87	152	249	0.38
8:00 AM	181	77	258	143	0.64
9:00 AM	282	76	358	43	0.89
10:00 AM	312	51	363	38	0.91
11:00 AM	314	44	358	43	0.89
12:00 PM	275	31	306	95	0.76
1:00 PM	275	32	307	94	0.77
2:00 PM	290	27	317	84	0.79
3:00 PM	273	36	309	92	0.77
4:00 PM	251	46	297	104	0.74
5:00 PM	161	41	202	199	0.50
6:00 PM	51	43	94	307	0.23
7:00 PM	28	39	67	334	0.17

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The Applicant is requesting the City's approval of the attached Final Plat of Subdivision. The proposed subdivision seeks to re-subdivide the existing lots into five new lots to reflect the redevelopment of this property:

Proposed Lot Number	Proposed/Existing Use	Proposed Land Area
Lot 1	Office/Garage	179,154 SF
Lot 2	Hotel	52,774 SF
Lot 3	Billboard	36 SF
Lot 4	Billboard	36 SF

The office building is currently sited on across both existing parcels, but is being reconfigured on the Plat so that the Eastern boundary of existing Parcel #1 will be extended further to include the entirety of the office building. The decked parking garage will be constructed to the North-West of the office building on existing Parcel #1. A portion of the garage will be located within the Webster Avenue Tollway owned by the City of Des Plaines. Said portion is being vacated/sold to the Applicant to incorporate it into the new proposed Lot 1. Once the PUD has been submitted and recorded, the office and decked parking site will be on a single parcel.

The area of land to become Proposed Lot 2 is located on current Parcel #2, and will be the site of a new 64,760 square foot hotel. The exterior color and building materials for the future hotel building will complement the existing office building and comply with the Building Design Standards in the Zoning Ordinance. The Applicant is under contract with a hotel developer, with plans to begin construction of the Hotel mid to late 2021. Lastly, Proposed Lots 3 and 4 encompass the base of the two billboards, with Lot 3 encompassing the westernmost billboard and Lot 4 encompassing the easternmost billboard.

Ultimately, the Applicant requests that the City of Des Plaines approve of the proposed Final PUD, Final Plat of Subdivision, zoning variances and approval of the Hotel user. Should you need any additional documentation or have any questions or concerns, do not hesitate to contact me at (312) 604-3898.

Best Regards,

The

Mark Rogers

COMMUNITY AND ECONOMIC DEVELOPMENT



1420 Miner Street Des Plaines, IL 60016 P: 847.391.5306 desplaines.org

STANDARDS FOR PLANNED UNIT DEVELOPMENTS

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

Project: 1700 W. Higgins Road

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

Response: The proposed plan is consistent with the planned unit development regulations listed in subsection A. This plan would not be possible under the strict application of other sections as this development has many unique features, such as being located on and along Willow Creek, the fact that the development encompasses both existing buildings and proposed new ones, and the general size of the development. The current plan proposes a new decked parking garage to the North-West of the existing office building to support both the office and the newly proposed Hotel. Not only will the project add a new revenue generating hotel, but will also increase the net number parking spaces at the Subject Property by nine (9).

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

<u>Response</u>: The proposed plan meets all the requirements and standards of the PUD regulations in section 12-3-5. The plan is allowable in both C-2 and C-3 zoning districts, and it meets the minimum size of two (2) acres for said districts. The Final PUD will be under single ownership.

3. The extent to which the proposed plan departs from the zoning and subdivision regulations otherwise applicable to the subject property, including, but not limited to, the density, dimension, area, bulk and use and the reasons why such departures are or are not deemed to be in the public interest; **<u>Response</u>**: The proposed plan departs from the regulations only slightly. The existing office building at the Subject Property was constructed in 1986, before the C-2 and C-3 zoning districts were in existence. Once introduced the zoning districts made some components of the existing property non-conforming.

Identified exceptions include a building height exception of 72 feet, an exception to the back of curb setback from the northern edge of the existing off street parking lot to the north property line (the required setback is 3.5 feet and the closest back of curb setback is .8 feet.), an exception to the seven-foot perimeter parking lot landscaping area requirement, and an exception to the seven foot perimeter parking lot landscaping area requirement for the existing parking lot.

The building height and seven foot perimeter parking lot landscaping area requirements were introduced after the office building was developed as mentioned above, and its departure from the regulations will have no effect on the public interest as Applicant is only looking to protect the building with a PUD exception. The proposed plan will not be detrimental to surrounding properties, and will only serve to increase public safety and accessibility by adding additional parking for the development.

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

<u>Response</u>: The physical design on the proposed plan makes adequate provisions for public services, control of vehicular traffic, common open space and furthers the amenities of light, air, recreation and visual enjoyment.

A shared access and parking easement is noted on the plat or other controlling document allowing said tenants, guests and patrons to share parking on each of the new lots. An easement for the air/billboard overhand rights is also listed on the face of the plat, allowing the billboard faces to cross over their respective lots and project onto the proposed Lot 1. The plan also furthers the amenities of light, air and visual enjoyment through the installation of new signage, updated landscaping, and the substantial rehabilitation of the existing office building.

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

<u>Response</u>. The plan is compatible with the current conditions and the overall character of existing development in the immediate vicinity as the properties to the west across the Canadian National Railroad. Further, the property to the southwest in Rosemont is zoned for

commercial uses and has similar characteristics as the proposed development: mixed use commercial and office space. The plan is also beneficial be beneficial to adjacent properties and neighborhood as proposed businesses and Hotel will cater to the O'Hare Airport travelers, local residents, nearby works and motorists traveling on Mannheim Road and the Tollway. The plan will also be beneficial by generally increasing the economic activity of the development through the addition of the 64,760 square foot Hotel.

The substantial rehabilitation of the existing office and the planned landscaping will also further the visibility of the development, and eventually lead to a higher tax base resulting from the improved building, new decked parking garage, and hotel.

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

<u>Response</u>: Applicant does not believe the proposed plan will be undesirable to physical development, tax base, and economic wellbeing of the entire community. As mentioned above, the proposed plan will substantially increase the amount of taxes generated at the property, will beautify the area and its surrounds, bring in new business to the City, and otherwise increase the economic activity in the area from hotel patrons and employees.

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

Response: The proposed plan is in conformity with the recommendations of the comprehensive plan. The 2019 City of Des Plaines Comprehensive Plan designates the area as Commercial. "Commercial areas include retail, office, and service-oriented uses that primarily service day-to-day needs of local residents." See page 12 of Des Plaines Comprehensive Plan. The proposed commercial development plans for a hotel to be located to the east of the existing office building commonly known as 1700 Higgins Centre. The proposed hotel will further Des Plaines Economic Development goal to "enhance existing commercial and industrial areas and expand employment opportunities." See page 7 of Des Plaines Comprehensive Plan. The proposed development will take advantage of area to the North-West of the existing office building to construct a new deck parking garage to service not only the office, but the proposed Hotel to the East. This garage will open up more space to be developed on the existing site for the proposed hotel and enhancing the commercial area along Higgins Road.

COMMUNITY AND ECONOMIC DEVELOPMENT



1420 Miner Street Des Plaines, IL 60016 P: 847.391.5306 desplaines.org

STANDARDS FOR VARIATIONS

In order to understand your reasons for requesting a variation, please answer the following items completely and thoroughly (two to three sentences each). Variation applicants must demonstrate that special circumstances or unusual conditions prevent them from following the specific regulations of their zoning district. Applicants must prove that the zoning regulations, in combination with the uncommon conditions of the property, prevents them from making any reasonable use of the land. Keep in mind that no variation may be granted that would adversely affect surrounding properties or the general neighborhood.

Requested Variations:

- Variation request for Lot 1 to reduce the parking requirement from 541 spaces to 338 spaces pursuant to 12-9-7 of the zoning ordinance
- Variation request for Lot 2 to reduce the parking requirement from 115 spaces to 63 spaces pursuant to 12-9-7 of the zoning ordinance.
- Variation request for Lot 3 and Lot 4 to reduce the 125' lot depth requirement to 6' pursuant to 13-2-5-R of the subdivision regulations.
- 1. Hardship: No variation shall be granted pursuant to this subsection H unless the applicant shall establish that carrying out the strict letter of the provisions of this title would create a particular hardship or a practical difficulty.

Response: Proposed Lot 1 will encompasses the 135,204 sq. ft. office building and the proposed decked parking garage. The office building currently has off street parking in the amount of 359 (including 28 interior parking spaces) whereas 12-9-7 of the zoning ordinance requires a total of 541 off street parking spaces. Due to the nature of the development, the presence of the floodplain/Willow Creek, and age of the office building, 541 off street parking spaces is not feasible in this location. Lot 2 will contain the proposed 64,760 square foot restaurant and 63 off-street parking spots. Similar to the issue above, zoning ordinance section 12-9-7 requires 1 spot per guest room and an additional spot for every 200 square feet of office space, resulting in 110 required spaces. In order to alleviate the parking deficit, The Applicant will construct a new 34,658 square foot decked parking garage, with a total gross square footage of 68,290 (including the ground and top tiers). The proposed 207-space parking garage will be replacing the existing surface parking spaces. Overall, the site will provide a total parking supply of 401 spaces, which is a net increase of nine (9) parking spaces over the existing supply.

According to the KLOA's traffic and parking study (see figure 7), the projected peak parking demand for the overall site will be 363 vehicles (91 percent occupancy) occurring at 10:00 A.M. with a surplus of 38 parking spaces. Therefore, the results of the parking evaluation show that the proposed parking supply of 401 parking spaces will be adequate in accommodating the projected peak parking demand of the two land uses.

The variance request for Lots 3 and 4 to reduce the required lot depth from 125' to 6' is necessary to protect the billboard monopoles that are already erected and in place. This PUD and Plat simply created a separate lot for each of the existing monopoles. Applicant is not proposing any additional work or changes to the billboards, but rather to protect the existing monopole with the proposed PUD variance. Without the variance, the Applicant will not be able to complete the development as planned; a lot depth of 125' for a monopole is not feasible.

2. Unique Physical Condition: The subject lot is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure, or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject lot that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot.

<u>Response</u>: The Subject Property is exceptional mainly due to the location of the lots on and around Willow Creek. The location of the lots in relation to the creek make construction around the area extremely difficult, requiring a storm-water management facility and permission from multiple agencies. Applicant has done the above due diligence, and will be constructing a new 207 space decked parking garage to remedy lost parking spots from the proposed Hotel. Additionally, the unique lot configuration (existing and proposed new buildings within the same development), in conjunction with the new parking garage servicing multiple parcels in the development, make the deficit on these lots more than a mere inconvenience or personal situation of the owner.

As to the Lots 3 & 4, they are exceptional in the fact that they are not 'normal' lots intended for building construction. Lots 3 & 4 are 36 square feet each, and include only a billboard monopole. It would not be prudent or possible to remove the billboards and increase the lot depth by 119' for a simple monopole. The billboards already exist, and this variance is simply to allow each to become its own Lot.

3. Not Self-Created: The aforesaid unique physical condition is not the result of any action or inaction of the owner or its predecessors in title and existed at the time of the enactment of the provisions from which a variance is sought or was created by natural forces or was the result of governmental action, other than the adoption of this title.

<u>Response</u>: The unique physical conditions of these lots is not the result of inaction of the current owner or predecessor in title as the uniqueness derives mostly from the topographical features of the site. Additionally, at the time the development was created, the C-2 & C-3 Limited Office Commercial District did not exist. Once the zoning district was introduced, it made some components of the property non-conforming. The billboards on proposed lot 3 and 4 existed prior to this proposed plan, and Applicant is only looking to put each billboard monopole on its own Lot.

4. Denied Substantial Rights: The carrying out of the strict letter of the provision from which a variance is sought would deprive the owner of the subject lot of substantial rights commonly enjoyed by owners of other lots subject to the same provision.

Response: Carrying out the strict letter of the provision would deprive owner the opportunity to develop the project as proposed, as it is not physically possible to add additional off-street parking on the proposed Lot 1 & 2 beyond what is proposed due to the nature of the existing building and improvements. In order to remedy these deficiencies, Applicant is to construct a new parking garage on proposed Lot 1, which will support 207 off street parking spaces. Without these variations, the development could not move forward; the existing office building would stay as-is, and the hotel as proposed could not be constructed.

As to the lot depth variances, carrying out the strict letter of the provision would force Applicant to remove the currently existing monopoles and increase lot depth by 119', simply to reinstall a single monopole. Apart from being ineffective and expensive, it may be physically impossible due to the nature of the existing improvements.

5. Not Merely Special Privilege: The alleged hardship or difficulty is neither merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely the inability of the owner to make more money from the use of the subject lot.

<u>Response</u>: The deficit in parking is not merely the inability of the owner to enjoy special privileges, but rather the inability of the site to support the necessary parking. Applicant has shown that it is willing to cooperate with the Village to create additional off street parking to help remedy the deficit. Similarly, the variance to the lot depths is not merely the inability of the owner to enjoy special privileges, but a necessity due to the nature of the existing improvements.

6. Title and Plan Purposes: The variation would not result in a use or development of the subject lot that would be not in harmony with the general and specific purposes for which this title and the provision from which a variation is sought were enacted or the general purpose and intent of the comprehensive plan.

Response: The variance will not alter the intent, use or development of the comprehensive plan, as the actual use of the development will not change. Rather, the Applicant is proposing a new parking garage to help remedy the parking deficit and to minimize the effect of the variance. The variance and new lot will be in harmony with the development, and will assist further development on other parcels due to the shared parking easement. The proposed development will take advantage of area to the North-West of the office building to develop a new parking garage to remedy the spots lost due to the Hotel. This shift will open up more space to be developed on the existing site for the proposed Hotel and enhancing the commercial area along Higgins Road. The proposed Hotel will further Des Plaines Economic Development opportunities." See page 7 of Des Plaines Comprehensive Plan. The lot depth variances will have no effect on the general purpose and intent on the comprehensive plan other than being an item for which the development depends on.

7. No Other Remedy: There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject lot.

<u>Response</u>: To Applicant's knowledge, there is no other means other than the requested variation and proposed new parking garage to avoid the requirements of 12-9-7 of the zoning ordinance. The proposed parking garage will include 207 off street parking spots, which can be utilized by each of the development's tenants, and will remedy or greatly decrease the effect of the parking deficit.

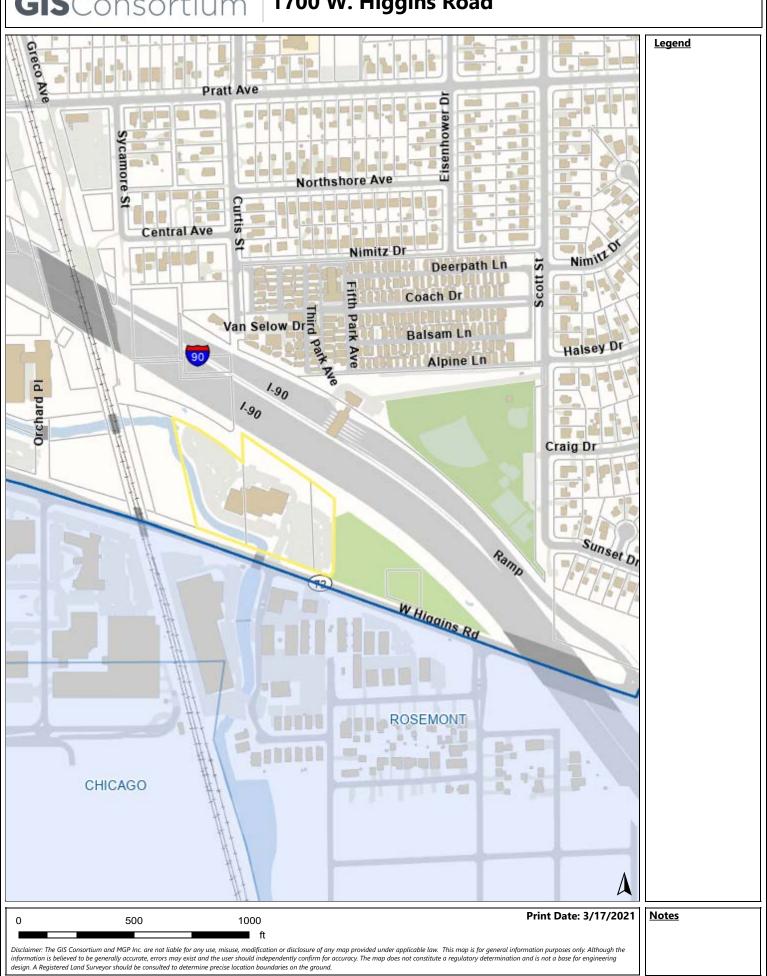
As mentioned previously, there is also no other feasible remedy other than a variation to the lot depth. Due to the nature of the existing billboards and improvements, it is neither prudent nor possible to increase the lot depth by 119' for billboard monopoles.

8. Minimum Required: The requested variation is the minimum measure of relief necessary to alleviate the alleged hardship or difficulty presented by the strict application of this title.

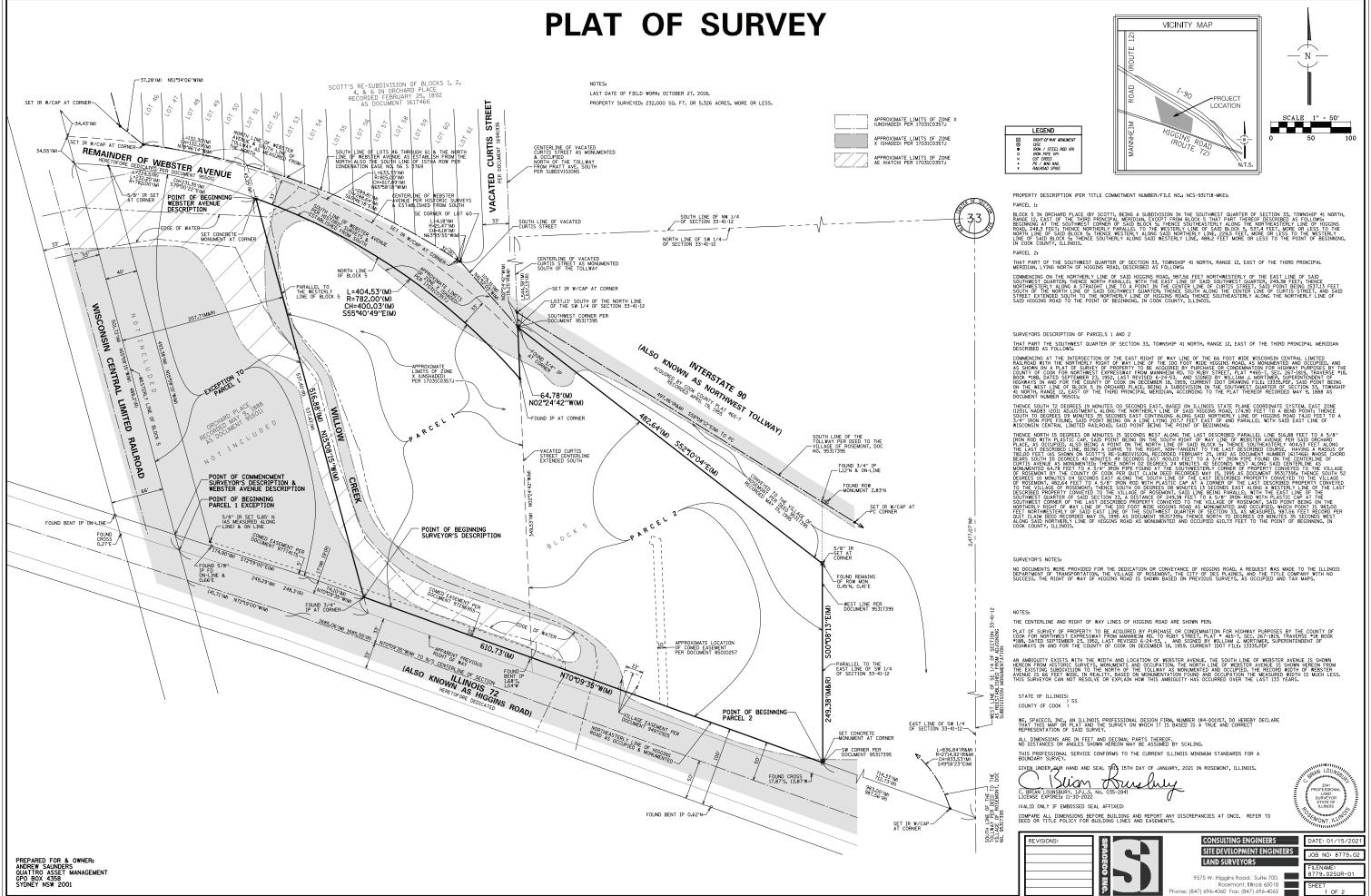
<u>Response</u>: The requested variation is the minimum measure of relief necessary to alleviate the parking deficit that currently exists. Applicant has only requested the amount of parking spots that currently exist be granted a variance on Lot 1. As to Lot 2, there is not enough physical space to fit over 100 spots. To remedy the potential effects of the variance, Applicant will build a new parking garage with 207 off street parking spots for

use by all patrons and employees of the development. Likewise, Applicant is only asking that the lot depth for the currently existing billboards be granted a variance to continue as currently configured.

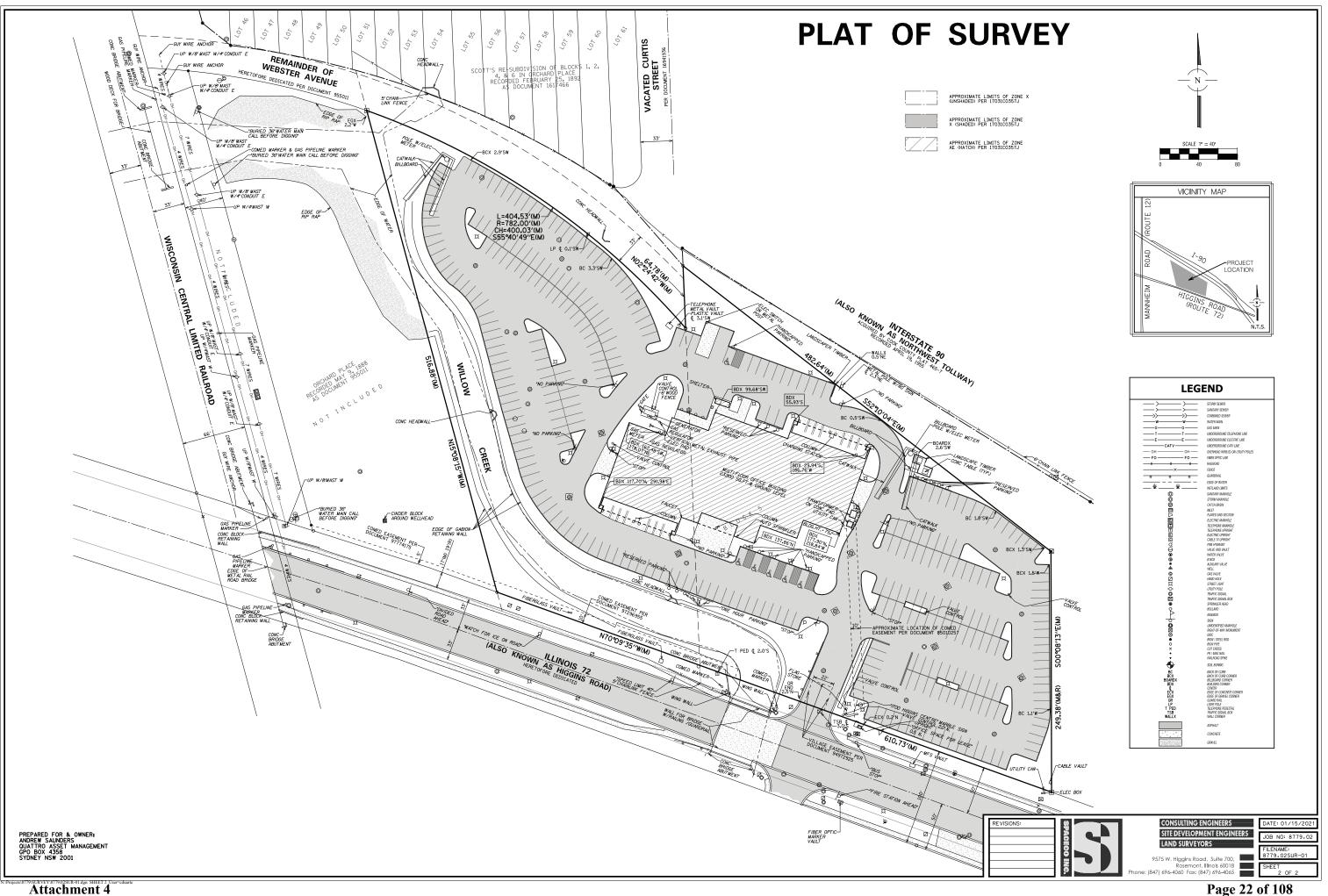
GISConsortium 1700 W. Higgins Road

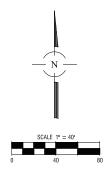


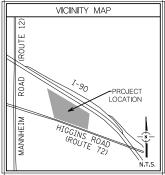
Attachment 3



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Traffic and Parking Impact Study Proposed Hotel

Des Plaines, Illinois



Prepared For:





February 11, 2021

Attachment 5

1. Introduction

This report summarizes the methodologies, results, and findings of a traffic and parking impact study conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for the proposed hotel to be located at 1700 W. Higgins Road in Des Plaines, Illinois. As proposed, the 107-room hotel will occupy an outlot parcel within the parking lot that serves the existing office building. A new 207-space parking garage is also proposed on the west side of the existing office building and will replace existing surface parking spaces. Access will continue to be provided via the existing access drive that is signalized at its intersection with Higgins Road.

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

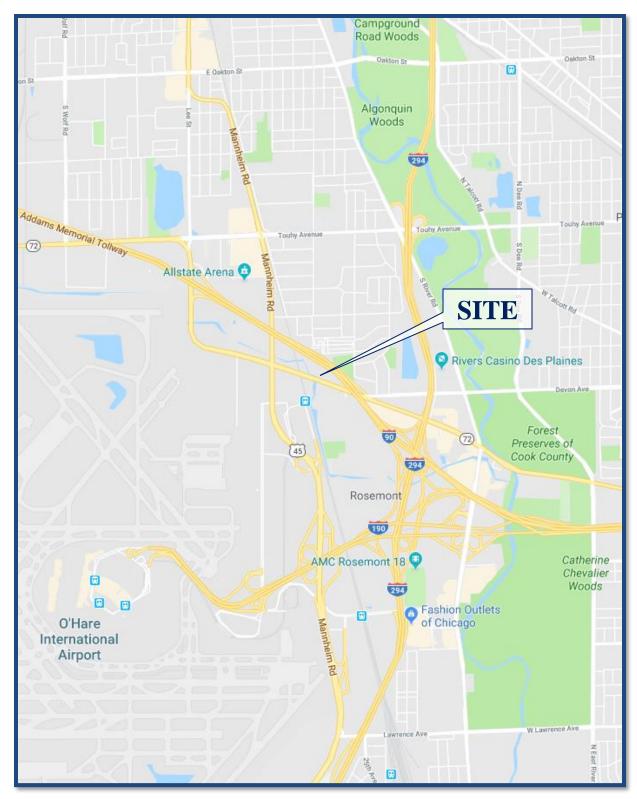
Figure 1 shows the location of the site in relation to the area roadway system. Figure 2 shows an aerial view of the site.

The sections of this report present the following:

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

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

- 1. Existing Condition Analyzes the capacity of the existing roadway system using existing peak hour traffic volumes in the surrounding area.
- 2. Future Condition Analyzes the projected traffic volumes which includes the existing traffic volumes increased by an ambient area growth factor (growth not attributable to any particular development) and the traffic estimated to be generated by the proposed hotel.



Site Location

Figure 1



Aerial View of Site

Figure 2

2. Existing Conditions

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

Site Location

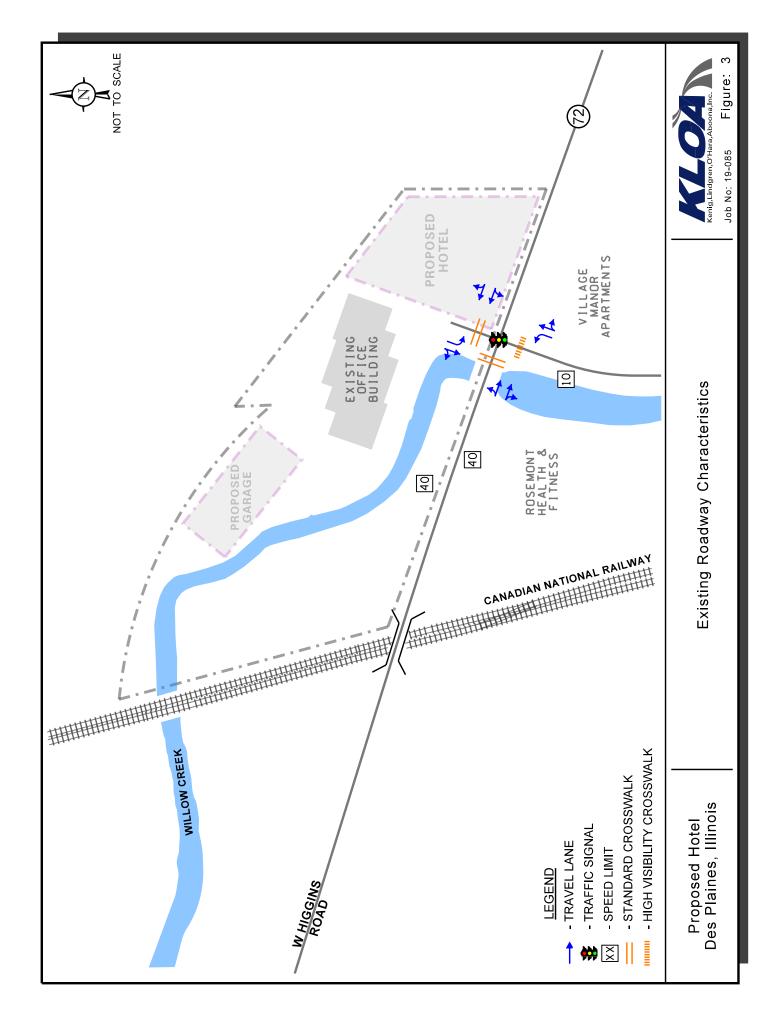
The site, which is currently occupied by a six-story, 135,204 square-foot office building, a 392space parking lot, and vacant land, is located east of the Canadian National Railway tracks at 1700 West Higgins Road. Land uses in the vicinity of the site include Rosemont Health & Fitness to the south, a park to the east, the Canadian National Railway tracks to the west, and Interstate 90 (I-90) to the north.

Existing Roadway System Characteristics

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

Higgins Road (IL 72) is an east-west minor arterial that provides two through lanes in each direction. At its signalized intersection with the access drive serving Rosemont Health & Fitness and the access drive serving the existing office building, Higgins Road provides a combined through/left-turn lane and a combined through/right turn lane on both approaches. Additionally, Higgins Road provides a standard style crosswalk on the west leg of this intersection. Higgins Road is under the jurisdiction of the Illinois Department of Transportation (IDOT), is not classified as a Strategic Regional Arterial (SRA) in the vicinity of the site, carries an annual average daily traffic (AADT) volume of 23,900 vehicles (IDOT 2017), and has a posted speed limit of 40 miles per hour.

It should be noted that the access drive serving Rosemont Health & Fitness and the access drive serving the existing office building provide an exclusive left-turn lane and a combined through/right-turn lane on their approaches at their signalized intersection with Higgins Road. Additionally, the existing office building access drive and the Rosemont Health & Fitness access drive provide a standard style crosswalk on the north leg and a high-visibility crosswalk on the south leg of this intersection. Furthermore, the traffic signal is interconnected to the adjacent traffic signals at Mannheim Road to the west and Scott Street to the east.



Existing Traffic Volumes

In order to determine current traffic conditions in the vicinity of the site, KLOA, Inc. conducted peak period traffic counts using Miovision Scout Video Collection Units on Wednesday, April 3, 2019 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 intersection of Higgins Road with the access drive serving Rosemont Health & Fitness and the access drive serving the site.

The results of the traffic counts showed that the weekday morning peak hour of traffic occurs from 7:30 A.M. to 8:30 A.M. and the weekday evening peak hour of traffic occurs from 4:45 P.M. to 5:45 P.M. **Figure 4** illustrates the existing peak hour traffic volumes. Copies of the traffic count summary sheets are included in the Appendix.

Crash Analysis

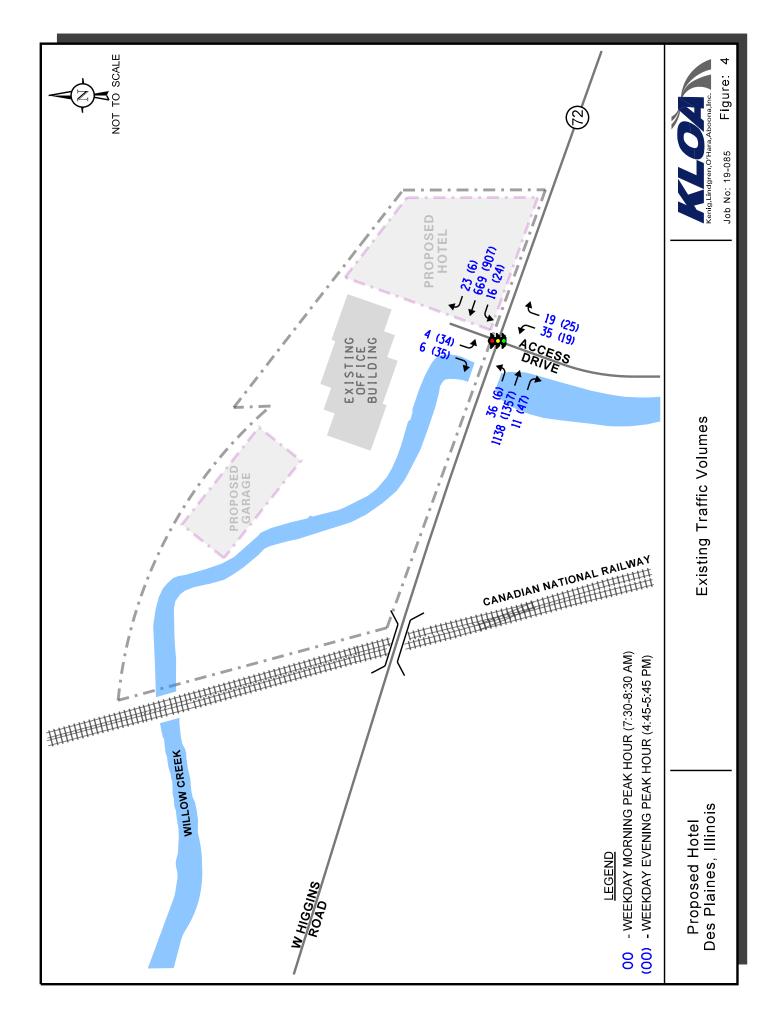
Table 1

KLOA, Inc. obtained crash data¹ from IDOT for the most recent available five years (2013 to 2017) for the intersection of Higgins Road with the access drive serving Rosemont Health & Fitness and the access drive serving the site. The crash data for this intersection is summarized in **Table 1**. A review of the crash data indicated that no fatalities were reported at this intersection.

	Type of Crash Frequency							
Year	Angle	Pedestrian	Object	Rear End	Sideswipe	Turning	Other	Total
2013	0	0	0	2	0	2	0	4
2014	0	0	0	3	0	5	0	8
2015	1	0	1	0	0	1	0	3
2016	1	0	0	0	0	2	0	3
2017	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
Total	2	0	1	8	0	10	0	21
Average	<1.0	0	<1.0	1.6	0	2.0	0	4.2

HIGGINS ROAD WITH ROSEMONT HEALTH & FITNESS CLUB – CRASH SUMMARY

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



3. Traffic Characteristics of the Proposed Development

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

Proposed Site and Development Plan

As proposed, the 107-room hotel will occupy an outlot parcel within the parking lot that serves the existing office building. In addition, approximately 63 parking spaces will serve the hotel. A new 207-space parking garage is also proposed on the west side of the existing office building and will replace existing surface parking spaces. Access to the site will continue to be provided via the existing access drive that is signalized at its intersection with Higgins Road. A copy of the preliminary site plan depicting the proposed development and access is included in the Appendix.

Directional Distribution

The directions from which patrons and employees of the proposed hotel will approach and depart the site, as determined from the traffic counts, indicate that approximately 40 percent will approach and depart the site from the east and approximately 60 percent will approach and depart the site from the west.

Estimated Site Traffic Generation

The volume of traffic generated be the proposed hotel was estimated using data published in the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 10th Edition. "All Suites Hotel" (Land-Use Code 311) was used for the proposed hotel. It should be noted that the existing 135,204 square-foot office building contains 74,291 square feet of vacant space. The "General Office Building" (Land-Use Code 710) was used for the vacant space that will be converted into office uses. **Table 2** tabulates the estimated trips for the proposed hotel as well as the full occupancy of the vacant space within the office building. The trip rate graphs are included in the Appendix.

Table 2 ESTIMATED SITE-GENERATED TRAFFIC VOLUMES

ITE Land Use			xday M Peak Ho	0]	Weeko Eveni Peak H	ng	Daily
Code	Type/Size	In	Out	Total	In	Out	Total	
311	All Suites Hotel (107 rooms)	19	17	36	19	20	39	477
710	General Office Building ¹ (74,291 s.f.)	83	13	96	14	72	86	724
	Total New Trips	102	30	132	33	92	125	1,201
¹ Vacant	office space							

4. Projected Traffic Conditions

The total projected traffic volumes include the existing traffic volumes, increase in background traffic due to growth, and the traffic estimated to be generated by the proposed subject development.

Development Traffic Assignment

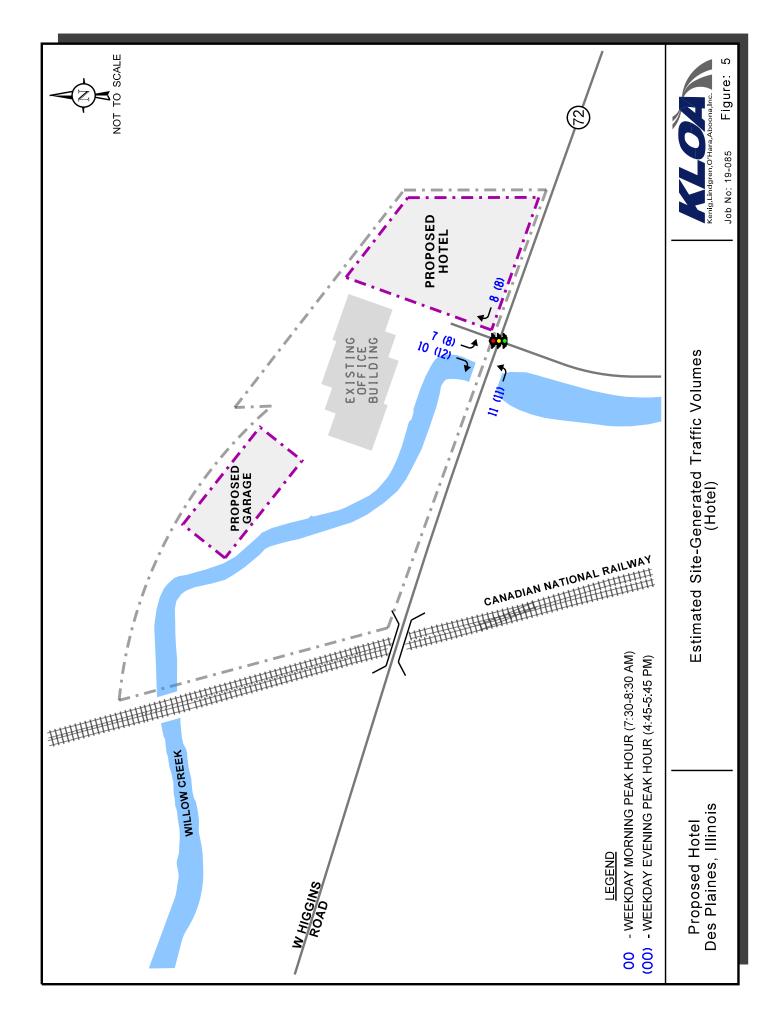
The estimated weekday morning and evening peak hour traffic volumes that will be generated by the proposed hotel and full occupancy of the office building were assigned to the roadway system in accordance with the previously described directional distribution. The site traffic assignment for the proposed hotel is illustrated in **Figure 5** and the total site traffic assignment for the hotel and the full occupancy of the office vacant space is illustrated in **Figure 6**.

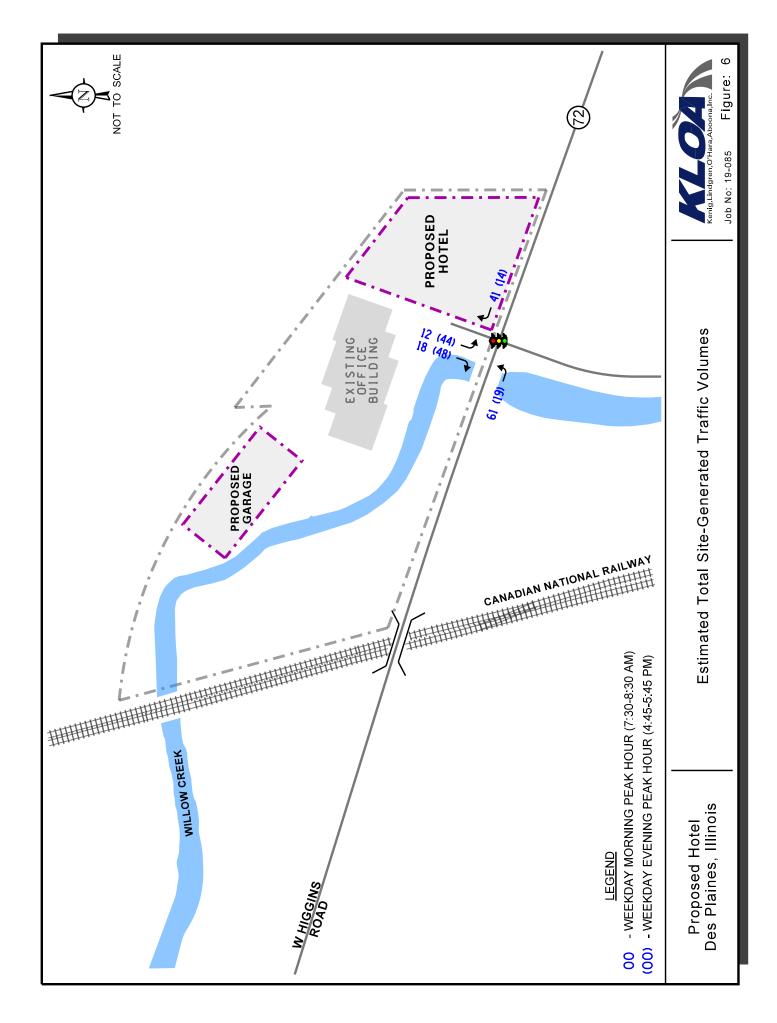
Background Traffic Conditions

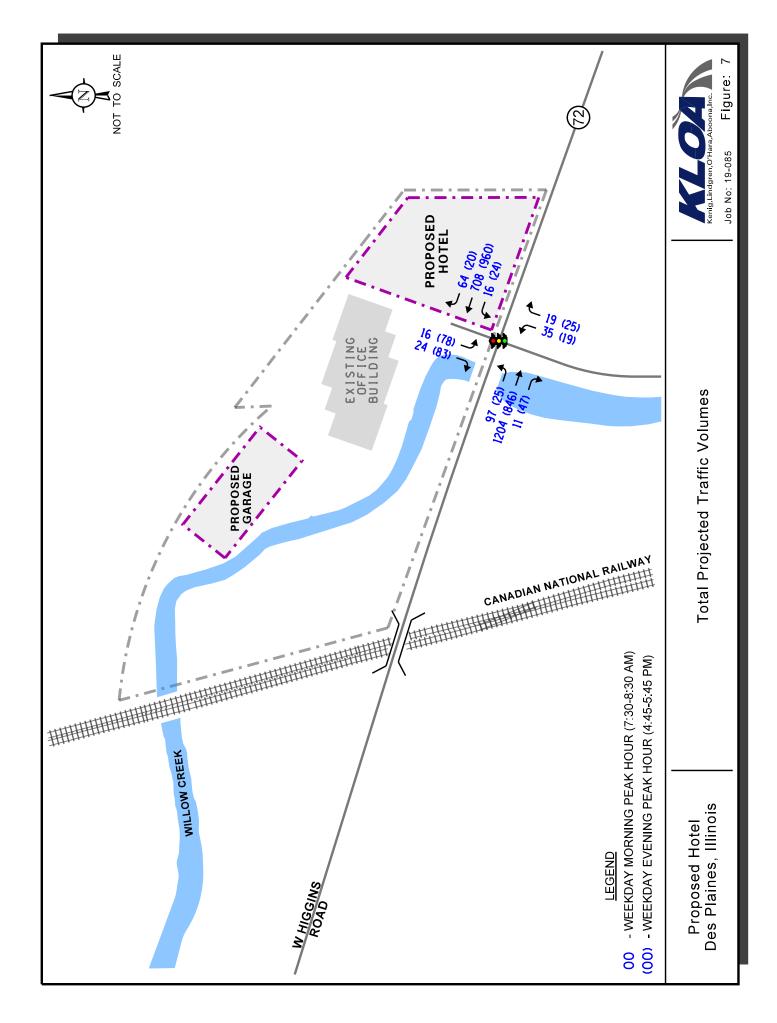
The existing traffic volumes (Figure 4) were increased by a regional growth factor to account for the increase in existing traffic related to regional growth in the area (i.e., not attributable to any particular planned development). Based on 2050 Average Daily Traffic (ADT) projections provided by the Chicago Metropolitan Agency for Planning (CMAP) in a letter dated April 24, 2019, the existing traffic volume were increased by an annually compounded growth rate for eight years (one-year buildout plus seven years) totaling four percent to represent Year 2027 total projected conditions. A copy of the CMAP 2050 projections letter is included in the Appendix.

Total Projected Traffic Volumes

The development-generated traffic (Figure 6) was added to the existing traffic volumes increased by a regional growth factor to determine the Year 2027 total projected traffic volumes, as illustrated in **Figure 7**.







5. Traffic Analysis and Recommendations

The following provides an evaluation conducted for the weekday morning and evening peak hours. The analysis includes conducting capacity analyses to determine how well the roadway system and access drives are projected to operate and whether any roadway improvements or modifications are required.

Traffic Analyses

Roadway and adjacent or nearby intersection analyses were performed for the weekday morning and evening peak hours for the existing (Year 2019) and future projected (Year 2027) traffic volumes.

The traffic analyses were performed using the methodologies outlined in the Transportation Research Board's *Highway Capacity Manual (HCM)*, 6th Edition and analyzed using the Synchro/SimTraffic 10 computer software. The analyses for the intersection of Higgins Road with the access drive serving Rosemont Health & Fitness was completed utilizing actual cycle lengths, phasings, and offsets.

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 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 existing and Year 2027 total projected conditions are presented in **Table 3**. A discussion of the intersection follows. Summary sheets for the capacity analyses are included in the Appendix.

Table 3 CAPACITY ANALYSIS RESULTS – HIGGINS ROAD WITH THE ROSEMONT HEALTH & FITNESS ACCESS DRIVE – SIGNALIZED

SIGNALIZED	<u>LIZEU</u>							
		Eastbound	Westbound	North	Northbound	South	Southbound	
	reak nour	L/T/R	L/T/R	Γ	T/R	Γ	T/R	Overall
st	Wooldow			D	D	D	D	
	Morning	A	A	52.6	47.6	45.0	45.2	A J
	Peak Hour	3.9	2.9	D –	D - 50.8	D-45.]	45.1	5.0
Year O guite	Weekday F.venino	A	A	E 59.4	E 59.2	E 64.6	E 61.7	A
ixJ	Peak Hour	3.9	3.1	E –	E – 59.3	E – 63.]	63.1	6.3
su	Waakdaw			D	D	D	D	
	Morning	Ą	Ą	52.7	47.5	47.6	48.3	A (
ioT (Peak Hour	5.4	3.1	D –	D - 50.9	D –	D – 48.0	6.4
				D	D	Е	Щ	
	Weekday E	А	Α	52.6	52.3	68.4	63.5	В
9Y Proje	Evening Peak Hour	7.1	5.1	D –	D – 52.4	E –	E - 65.8	10.5
Letter di L = Left	enotes Level of Se t Turn, T = Throug	Letter denotes Level of Service; Delay is measured in seconds. L = Left Turn, T = Through, R = Right Turn	conds.					

Discussion and Recommendations

The following summarizes how the intersection of Higgins Road with the access drive serving Rosemont Health & Fitness and the access drive serving the site is projected to operate and identifies any roadway and traffic control improvements necessary to accommodate the development traffic.

Higgins Road with the Access Drive Serving Rosemont Health & Fitness/Access Drive Serving the Site

The results of the capacity analysis indicate that overall this intersection currently operates at Level of Service (LOS) A during the weekday morning and evening peak hours. It should be noted that the eastbound and westbound approaches currently operate at LOS A during both peak hours. Furthermore, the northbound and southbound approaches currently operate at LOS D during the weekday morning peak hour and at LOS E during the weekday evening peak hour.

Under projected conditions, the intersection is projected to operate at LOS A during the weekday morning peak hour and at LOS B during the weekday evening peak hour with increases in delay of approximately one second and four seconds, respectively. It should be noted that the eastbound and westbound approaches are projected to continue to operate at LOS A during the weekday morning and evening peak hours with increases in delay of approximately three seconds or less during both peak hours. Furthermore, the northbound approach is projected to operate at LOS D during both peak hours with increases in delay of less than one second. Additionally, the southbound approach is projected to operate at LOS D during the weekday morning peak hour and at LOS E during the weekday evening peak hour with increases in delay of less approximately three seconds. As such, the intersection has sufficient reserve capacity to accommodate the traffic that will be generated by the proposed hotel.

Parking Evaluation

A parking evaluation to assess the adequacy of the parking supply of the office building in accommodating the increase in parking demand that will be generated by the full occupancy of the office building and the parking demand that will be generated by the proposed hotel was conducted. In order to do that, the following tasks were undertaken:

- A parking occupancy survey of the office building was conducted by KLOA, Inc. on a weekday.
- Projected parking demand was generated for the proposed hotel.
- The adequacy of the available parking within the parking lot of the office building was evaluated to assess its ability in accommodating the increase in parking demand.

Parking Occupancy Survey

In order to determine the existing parking demand, a parking occupancy survey was conducted at the office building on Wednesday, April 3, 2019. The count was conducted in one-hour intervals from 5:00 A.M. to 8:00 P.M. and the results of the parking occupancy survey are summarized in **Table 4**.

The results of the parking occupancy survey indicated the following:

- The site currently has 392 parking spaces including 358 outdoor parking spaces, 28 indoor parking spaces, and six handicap parking spaces.
- Peak parking demand was 136 vehicles (35 percent) occurring at 11:00 A.M. with a surplus of 256 parking spaces.

Time	Parking Occupancy	Percentage Occupancy
5:00 AM	4	1%
6:00 AM	20	5%
7:00 AM	42	11%
8:00 AM	96	24%
9:00 AM	125	32%
10:00 AM	134	34%
11:00 AM	136	35%
12:00 PM	124	32%
1:00 PM	126	32%
2:00 PM	124	32%
3:00 PM	106	27%
4:00 PM	100	26%
5:00 PM	61	16%
6:00 PM	15	4%
7:00 PM	8	2%
Inventory: 392 spaces	8	

Table 4 WEEKDAY PARKING OCCUPANCY SURVEY – EXISTING OFFICE BUILDING

Parking Demand Adjustments

It should be noted that, at the time the parking occupancy survey was conducted, the existing sixstory office building had approximately 74,291 square feet of vacant space. In order to determine the parking demand of the fully occupied office building, the parking demand of the vacant space was estimated based on the results of the parking occupancy survey. As a result, the peak parking demand of the fully occupied office building will occur at 11:00 A.M. with a parking demand of 302 spaces.

For comparison purposes, KLOA, Inc. also calculated the hourly parking demand of the office building using rates for a general office (Land-Use Code 710) found in the ITE *Parking Generation Manual*, 5th Edition. **Table 5** summarizes the projected hourly parking demand for the office building assuming full occupancy based on the parking occupancy survey and based on ITE rates.

The results of the parking demand adjustments indicated the following:

- Peak parking demand based on the survey rates will be 302 vehicles (77 percent) occurring at 11:00 A.M. with a surplus of 90 parking spaces.
- Peak parking demand based on ITE rates will be 314 vehicles (80 percent) occurring at 11:00 A.M. with a surplus of 78 parking spaces.

Based on the above, the projected parking demand of the office building at full occupancy is very similar either using the parking survey rates or the ITE rates.

Table 5PROJECTED WEEKDAY HOURLY PARKING DEMANDOFFICE BUILDING AT FULL OCCUPANCY

	Parkin	g Survey Ra	ates	ITE	Parking Rat	tes
Time	Existing Demand	Vacant Space Demand	Total	Existing Demand	Vacant Space Demand	Total
5:00 AM	4	5	9	4	0	4
6:00 AM	20	24	44	20	0	20
7:00 AM	42	51	93	42	23	65
8:00 AM	96	117	213	96	85	181
9:00 AM	125	152	277	125	157	282
10:00 AM	134	163	297	134	178	312
11:00 AM	136	166	302	136	178	314
12:00 PM	124	151	275	124	151	275
1:00 PM	126	154	280	126	149	275
2:00 PM	124	151	275	124	166	290
3:00 PM	106	129	235	106	167	273
4:00 PM	100	122	222	100	151	251
5:00 PM	61	74	135	61	100	161
6:00 PM	15	18	33	15	36	51
7:00 PM	8	10	18	8	20	28
Inventory: 392	spaces					

Parking Demand of the Proposed Hotel

It should be noted that the proposed hotel will occupy the southeast corner of the lot which provides parking to the existing office building, resulting in a loss of approximately 82 parking spaces. The proposed 207-space parking garage will be replacing the existing surface parking spaces. Overall, the site will provide a total parking supply of 401 spaces, which is a net increase of nine parking spaces over the existing supply.

The parking demand of the proposed hotel was estimated based on the City of Des Plaines Zoning Code and on parking rates published by ITE in its *Parking Generation Manual*, 5th Edition. Land-Use Code 311 (All Suites Hotel) was utilized. Below is a breakdown of the required parking spaces based on the two aforementioned sources.

- City of Des Plaines Zoning Code
 - 107 parking spaces (ratio of one space per guestroom, plus one space per 200 square feet of area devoted to offices). No area devoted to offices within the hotel was assumed in the study.
- ITE Parking Generation Manual, 5th Edition
 - 82 parking spaces (ratio of 0.77 spaces per rooms)

The parking demand for the all-suites hotel for both methods was distributed on an hourly basis based on information provided in the ITE *Parking Generation Manual*.

Table 6 summarizes the projected hourly parking demand for the proposed hotel. Based on these methodologies, the following parking demand of the proposed hotel was determined:

- Peak parking demand based on the City of Des Plaines Code will be 107 vehicles occurring between 12:00 A.M. and 4:00 A.M.
- Peak parking demand based on ITE rates will be 82 vehicles occurring between 12:00 A.M. and 4:00 A.M.
- Peak parking demand (between 5:00 A.M. and 7:00 P.M.) based on the City of Des Plaines Code will be 95 spaces occurring at 5:00 A.M. and 6:00 A.M.
- Peak parking demand (between 5:00 A.M. and 7:00 P.M.) based on the City of Des Plaines Code will be 73 spaces occurring at 5:00 A.M. and 6:00 A.M.

Time	City of Des Plaines Zoning Code	ITE Rates
5:00 AM	95	73
6:00 AM	95	73
7:00 AM	87	66
8:00 AM	77	59
9:00 AM	76	58
10:00 AM	51	39
11:00 AM	44	34
12:00 PM	31	24
1:00 PM	32	25
2:00 PM	27	21
3:00 PM	36	28
4:00 PM	46	35
5:00 PM	41	31
6:00 PM	43	33
7:00 PM	39	30

Table 6 PROJECTED WEEKDAY HOURLY PARKING DEMAND - HOTEL

Total Projected Parking Demand

The total projected parking demand of the overall site was calculated adding the projected parking demand for the proposed hotel to the projected parking demand of the office building assuming full occupancy. It should be noted that in order to provide for a conservative analysis, the highest hourly parking demand for each land use was utilized (City of Des Plaines Code for the all-suites hotel and ITE rates for the office building). **Table 7** shows the total projected hourly parking demand for the site.

A review of Table 7 indicates that the projected peak parking demand for the overall site will be 363 vehicles (91 percent occupancy) occurring at 10:00 A.M. with a surplus of 38 parking spaces.

Therefore, the results of the parking evaluation show that the proposed parking supply of 401 parking spaces will be adequate in accommodating the projected peak parking demand of the two land uses.

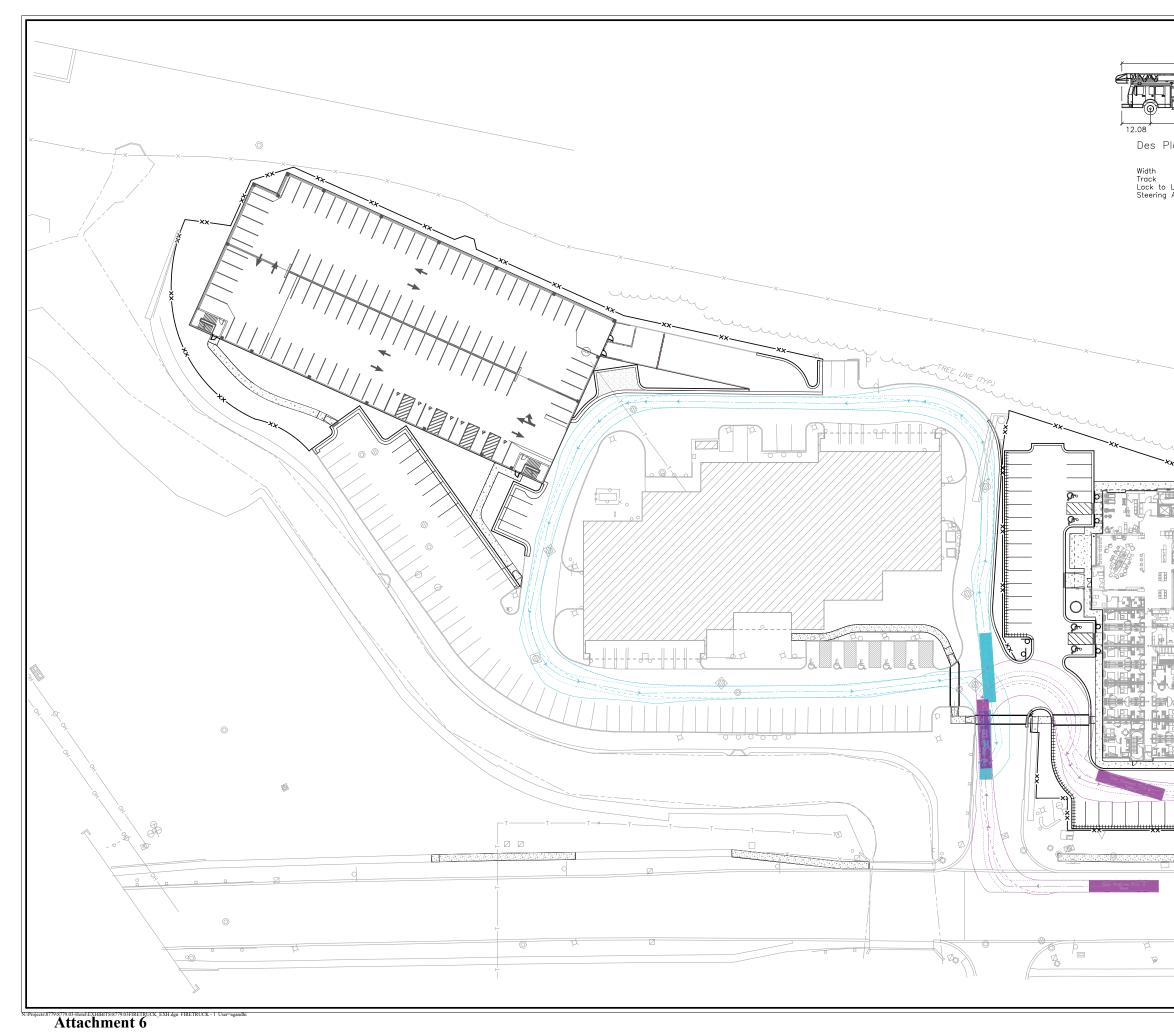
Table 7
WEEKDAY TOTAL PROJECTED PARKING DEMAND

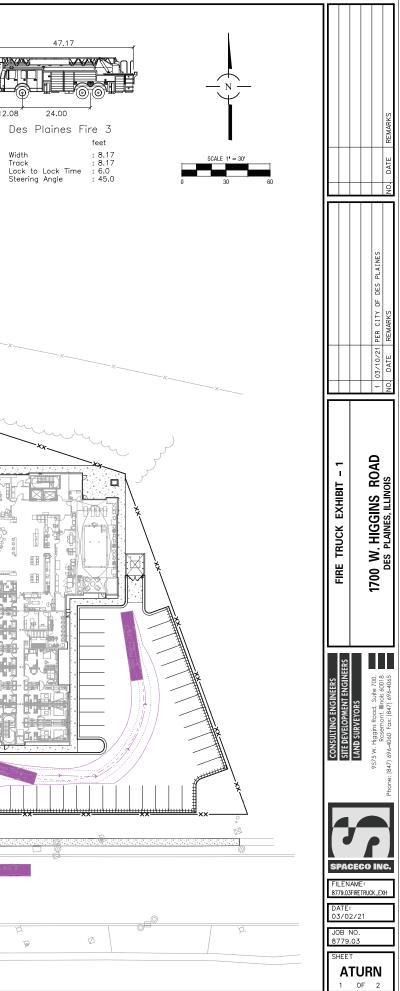
Time	Office ¹	Hotel ²	Total	Surplus	Percent Occupancy
5:00 AM	4	95	99	302	0.25
6:00 AM	20	95	115	286	0.29
7:00 AM	65	87	152	249	0.38
8:00 AM	181	77	258	143	0.64
9:00 AM	282	76	358	43	0.89
10:00 AM	312	51	363	38	0.91
11:00 AM	314	44	358	43	0.89
12:00 PM	275	31	306	95	0.76
1:00 PM	275	32	307	94	0.77
2:00 PM	290	27	317	84	0.79
3:00 PM	273	36	309	92	0.77
4:00 PM	251	46	297	104	0.74
5:00 PM	161	41	202	199	0.50
6:00 PM	51	43	94	307	0.23
7:00 PM	28	39	67	334	0.17
Proposed Parking Supply: 401 spaces 1 – Hourly parking demand based on ITE rates at full occupancy 2 – Hourly parking demand based on City of Des Plaines Code					

6. Conclusion

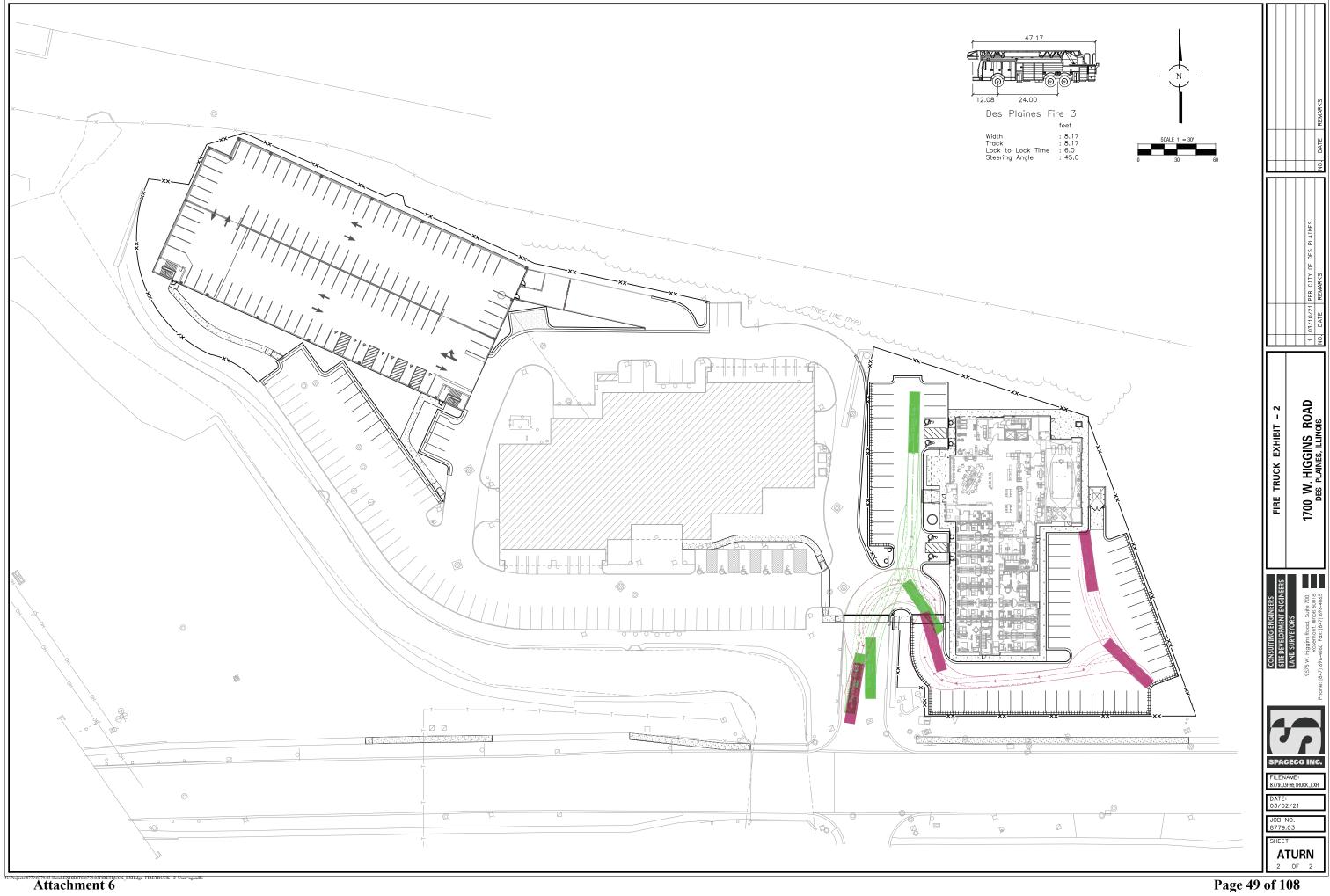
Based on the preceding analyses and recommendations, the following conclusions have been made:

- The traffic that will be generated by the proposed hotel will not be significant.
- The existing signalized access drive off Higgins Road has adequate reserve capacity to accommodate the increase in traffic resulting from the proposed hotel as well as the full occupancy of the office building.
- The results of the parking evaluation indicate that the proposed number of parking spaces will be adequate in accommodating the projected peak parking demand of both land uses.
- The projected peak parking demand could be lower than that estimated in the evaluation given that some of the customers of the hotel will be employees of the adjacent office building.





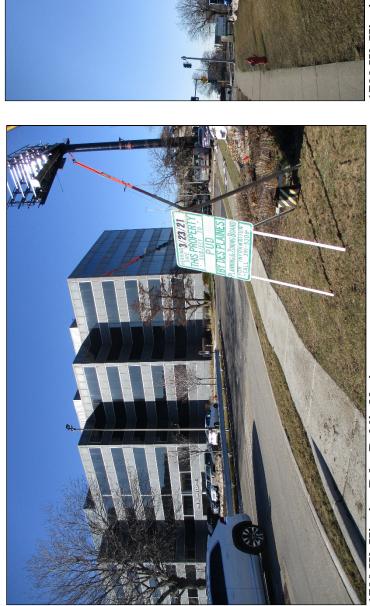
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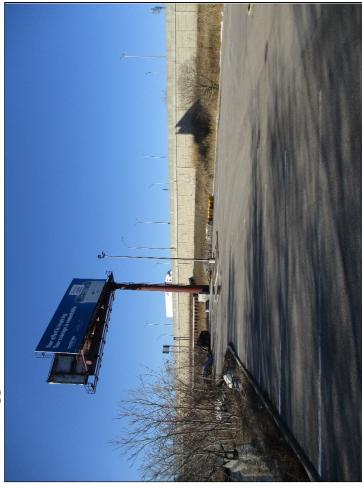
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700 W. Higgins Rd – Public Notice



Attachment 7

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

March 24, 2021

To the Mayor and Des Plaines City Council CITY OF DES PLAINES

Subject: Planning and Zoning Board, 1700 W. Higgins Road, 21-005- FPLAT-V-PUD-A, 6th Ward
 RE: Consideration of Conditional Use at 1700 W. Higgins Road, Case #21-005- FPLAT-V-PUD-A (6th Ward)

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board met on March 23, 2021 to consider the following: (i) a Major Amendment to the existing Planned Unit Development (PUD) under Section 12-3-5 of the Des Plaines Zoning Ordinance, as amended; (ii) a Final Plat of Subdivision under Section 13-2-5 of the Subdivision Regulations; and (iii) Major Variations under Sections 12-7-3(K) and 12-9-7 of the Des Plaines Zoning Ordinance to allow for the construction of a five-story, 64,760-square-foot hotel in lieu of the Class A restaurant approved in Ordinance Z-21-19.

- 1. The petitioner provided a detailed overview of the requests utilizing a PowerPoint presentation beginning with the existing site information and previous work completed on the existing office building located on site. He then provided details on the proposed five-story, 107-room hotel and 207-space parking garage that are proposed to be constructed on site in lieu of the Class A restaurant and surface parking lot/bridge over Willow Creek that were approved in Ordinance Z-21-19. Additional site work, including stormwater management and the addition of a new fire hydrant on the proposed hotel lot, were discussed briefly. The petitioner touched on the Final Plat of Subdivision request that entails the resubdivision of the existing property into four new lots, one for the existing office building, new hotel, and the two existing billboards located at the rear of the site. Furthermore, he touched on the major variations for parking and lot depth that are proposed as part of the development, commenting that parking counts for the revised sites containing the existing office building and the new hotel will not meet current code individually, but that the proposed parking garage would provide a net gain of nine parking spaces for the entire property once completed and decrease the existing parking non-conformity. He discussed the KOLA traffic and parking study for the site to justify the request for the parking variations and to conclude that the parking provided on site for this development is sufficient for all uses. The petitioner also stated that a lot depth variation is needed for the two new billboard lots since the Subdivision Regulations require a minimum lot depth of 125-feet, which would not be practical for the two new lots that contain the base of the existing billboards.
- 2. The Planning and Zoning Board (PZB) Members asked about the vacant property across the creek located west of the subject property, if the property owner currently owns that property, and the proposed plans are for that property; how the existing available parking on site will accommodate the existing office building during construction; and if a proposed restaurant was still part of plan per the Lot 2 description on the staff report. The petitioner responded that the new parking garage will be taking place of the original proposed and bridge construction over Willow Creek and the surface parking lot addition on the western lot and that the owner of the subject property does not own the vacant parcel to the west; that the project will be constructed in phases allowing the existing surface parking lot to accommodate the existing office building use while the parking garage is under construction and then providing adequate parking availability during the construction of the hotel site; and that while there was an initial proposed restaurant on site, they are now pursuing a hotel building in place of the restaurant at this time.

Attachment 8

- 3. Community and Economic Development staff recommended approval of the request with the condition that drawings may have to be amended to comply with all applicable codes and regulations.
- 4. No one from the public spoke on this request.
- 5. The Planning and Zoning Board *recommended* (5-0) that the City Council *approve* the request with the one condition found in the staff report.

Respectfully submitted,

James & Syalo

James Szabo, Des Plaines Planning and Zoning Board, Chairman

Cc: City Officials/Aldermen

110 S. River Rd 1700 Higgins Rd 800 Beau Dr Conditional Use PUD Amendment Major Variation

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2. Address: 1700 Higgins Road

Case Number: 21-005-PUD-A Public Hearing

The petitioner is requesting an amendment to an existing Planned Unit Development under Section 12-3-5 of the Des Plaines Zoning Ordinance, as amended, to construct a four-story, 107-room hotel building and 207-space parking garage in lieu of the approved restaurant use at 1700 Higgins Road, and the approval of any other such variations, waivers, and zoning relief as may be necessary.

PINs:	09-33-309-007-0000; 09-33-310-004-0000
Petitioner:	Mariner Higgins Centre, LLC, 117 Macquarie Street, Sydney, NSW 2000, Australia
Owner:	Mariner Higgins Centre, LLC, 117 Macquarie Street, Sydney, NSW 2000, Australia

Chairman Szabo swore in Mark Rogers, Attorney for the Petitioner, Bret Duffy representing SpaceCo and Julie Piszczek, representing Monoceros Corp.

Mr. Rogers provided a thorough overview of the request, including a major amendment to the Final Planned unit Development, a major amendment to the Final Plat of Subdivision, three major variations for off-street parking and subdivision variations to allow for the construction of a new freestanding hotel, new decked parking lots and other improvements, as well as any zoning reliefs that may be necessary.

Amendments to the Planned Unit Development include construction of five story hotel, renovations to the existing office building, and parking garage. The three major variations include a reduction of off street parking in Lot 1 from 541 spaces to 338 spaces, a reduction of the required number of spaces in Lot 2 from 110 to 63, and a reduction of lot depth requirements from 125' to 6' for Lots 3 and 4 for the billboards.

The Final Plat of Subdivision request includes subdividing the property into four new lots.

Chairman Szabo asked if the Board had any questions.

Member Hofherr asked about what is happening to the property on the west side of the creek that was to be connected via bridge. Mr. Rogers stated that the parking garage will be taking the place of that project and that the bridge will not be constructed over the creek.

Member Fowler asked what the plans were for that space. Ms. Piszczek stated that the land on the west side over the creek is not part of the ownership and will remain undeveloped.

Chairman Szabo inquired about the building of the parking deck and a temporary parking provision for the office building. Ms. Piszczek stated phased construction is planned, with the hotel and parking deck constructed at different times.

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Member Hofherr had a comment regarding page four and the proposed restaurant; Lot 2 with existing office building and proposed restaurant. The Petitioner clarified that the restaurant was in the previous plan and there are no plans for a restaurant at this time.

Chairman Szabo asked if were any questions or concerns form the public. There were no questions.

Chairman Szabo asked that the Staff Report be entered into record. Planner Stytz provided a summary of the following report:

Issue: The petitioner is requesting: (i) a Major Amendment to the existing Planned Unit Development (PUD) to allow for the construction of a five-story, 64,760-square foot hotel in lieu of the Class A restaurant approved in Ordinance Z-21-19; (ii) a Final Plat of Subdivision to resubdivide the existing property from two lots to four lots; (iii) Major Variations to allow a lot depth of 6-feet for Lots 3 and 4 where a minimum lot depth of 125-feet is required; (iv) Major Variations to allow a reduction in the number of required parking spaces from 541 to 338 spaces for Lot 1 and a reduction in the number of required parking spaces from 110 to 63 spaces on Lot 2; and (v) the approval of any other such variations, waivers, and zoning relief as may be necessary for the property at 1700 W. Higgins Road.

Analysis: Address:	1700 W. Higgins Road		
Owner:	Andrew Saunders, Mariner Higgins Centre, LLC, 117 Macquarie Street, Sydney, NSW 2000, Australia		
Petitioner:	Mark Rogers, Mariner Higgins Centre, LLC, 117 Macquarie Street, Sydney, NSW 2000, Australia		
Case Number:	21-005-FPLAT-PUD-A		
Real Estate Index Numbers: Existing Zoning Existing Land Uses	09-33-309-007-0000; 09-33-310-004-0000 C-3, General Commercial District Multi-tenant Office Building and Surface Parking		
Surrounding Zoning	 North: I-90 Tollway; R-1, Single Family Residential South: G, Government and Institutional (Rosemont) East: C-2, Limited Office Commercial District West: C-3, General Commercial District 		
Surrounding Land Use	North: I-90 Tollway; Single Family Residences South: Health & Fitness / Village Manor Apartments (Rosemont) East: Open Space / Park West: Vacant lot		

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Street Classification	Higgins Road is classifie	ed as a minor arterial street.
Comprehensive Plan	The Comprehensive Pla	an designates this property as Commercial.
		Final Planned Unit Development
Project Description	requesting a Major Am to allow for the constr lieu of the Class A rest August 19, 2019. The e a six-story office build space and a 392 parkin spaces, and six hand combined, the propert This request comes a granted a Final PUD w parking, and a Final Pla the existing office build out lot building for use parking lot on vacant installing significant in addition of both above facilities and new box proposed parking lot t the existing office build in the Project Narrative of elevators, installa rehabilitating suites, re However, the property of the 6,000-square for Z-21-19. As a result in t vacant property becan	opers on behalf of Mariner Higgins Centre, LLC, is bendment to the PUD to amend Ordinance Z-21-19 fuction of a five-story, 64,760-square foot hotel in aurant that was a part of the Final PUD approved existing property consists of two parcels containing ding with 135,000-square feet of leasable office ng spaces, including 358 surface spaces, 28 indoor dicap accessible parking spaces. With all lots by encompasses 5.744 acres in land area. After the approval of Ordinance Z-21-19, which ith exceptions, major variations for lot depth and at of Subdivision for (i) substantial renovations of ding; (ii) construction of a new 6,000-square foot e as a restaurant; (iii) construction of an 88-space property located across Willow Creek; and (iv) frastructure upgrades to all parcels including the e-ground and below-ground stormwater detention culvert bridge over Willow Creek connecting the to the subject property. Since December of 2018, ling has undergone major renovations as identified e, including, but not limited to, the modernization tion of business generator/incubator spaces, emodeling the café, and replacement of the roof. Towner is now desirous to construct a hotel instead ot restaurant previously approved with Ordinance he change of project scope, the sale and use of the ne unavailable to the petitioner requiring the Plat to fPUD boundaries to be updated.
	proposed hotel positio the original restaurant square foot parking de the ground and top t development. The new parking spaces for the garage will consist of	t to the existing PUD has been revised to show the ned in the southeast corner of the property where out lot building was intended and a new 34,658- eck (total gross square footage of 68,290 including iers) proposed on the northwest portion of the w hotel development will result in a loss of 82 site as a whole. However, the proposed parking 207 parking spaces bringing the total number of to 401 and providing a net increase of nine parking

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spaces. The property owner proposes to conduct the following enhancements to the existing property:

- Construction of an approximately 67,500-square foot hotel on the southeast corner of the lot;
- Construction of a new 207-space off street parking garage on the northwest corner of the lot; and
- Significant infrastructure upgrades to all properties including the addition of stormwater detention facilities to accommodate run-off.

The petitioner successfully obtained Final PUD approvals in 2019 given the multiple uses, the unique lot configurations, the notion of existing office building and proposed restaurant building within the same development, the concept of the proposed parking lot to serve the existing office building and the proposed restaurant, and the proposed level of open space with the new parking lot to accommodate stormwater run-off. While the new request offers a hotel in place of the restaurant and a parking garage in place of a surface parking lot, the proposal still represents a unique mixed use development with multiple structures, unique lot configurations, additional parking availability for use of the entire development, and improvements for storm-water detention. To achieve the intent of PUDs for these types of developments, Section 12-3-5(C) of the Zoning Ordinance allows for permitted exceptions to the bulk regulations of the Zoning Ordinance. Due to the unique property characteristics identified above, the petitioner has requested the following exceptions to the bulk regulations of the Zoning Ordinance:

- A building height exception of 59'-1/8" for the proposed hotel building where the maximum allowed is 45 feet.
 - In the C-3 district, the maximum building height is 45 feet. The property owner received a PUD exception for building height of the existing office building that was legally non-conforming. The new hotel building would not be as tall as the existing office building but would not meet the maximum height requirement. Thus, the petitioner looks to protect this building with the proposed PUD exception (Section 12-7-3.L).
- An exception to the back of curb setback from the southern and eastern edges of the proposed off street parking lot to the south and east property lines, respectively for the new hotel (Section 12-9-6-C) the required setback is 3.5 feet and the closest back

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of curb setback is 2.07-feet.

- The property owner is proposing to provide ample room for parking, circulation, and fire truck movements on the new hotel site by reducing the proposed back of curb setback.
- An exception to the five-foot perimeter parking lot landscaping area requirement for the proposed hotel parking lot (Section 12-10-8-C).
 - The amount of space available for landscaping is limited behind the southern and eastern parking space rows. However, the petitioner proposes to add a row of landscaping in these areas as well as additional landscaping in the corner of these parking areas and throughout the hotel site.

It is important to note that PUD exceptions were awarded to the subject property in 2019 given that the existing office building was built in 1986 prior to the establishment of modern zoning regulations making elements of the property non-conforming. Note, there is currently a deficit of parking for the existing office building as the office building was built under a different parking requirement. With the addition of the new parking garage to the west, the entire development will have a positive gain on the parking count which reduces the extent of the variance request. The attached traffic study discusses the parking and trip generation in more detail. The parking variance request is explained in the Major Variations section of the staff report below.

Final Plat of Subdivision

Project DescriptionThe petitioner has submitted a revised Final Plat of Subdivision in order
to re-subdivide the existing lots into four new lots to reflect the change
in scope for the redevelopment of this property. The proposed new lot

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configuration is found below:

Final Plat of Subdivision - Lot Matrix					
Proposed Lot Number	Proposed/Existing Use	Proposed Land Area	Proposed Acreage		
Lot 1	Existing Office Building & Proposed Parking Garage	197,350 SF	4.531		
Lot 2	Proposed Hotel	52,774 SF	1.212		
Lot 3	Western Billboard	36 SF	0.001		
Lot 4	Eastern Billboard	36 SF	0.001		

A description of each proposed lot is as follows:

- Lot 1 The existing office building is currently situated across both of the existing parcels, but will be reconfigured on the revised Plat of Subdivision so that Lot 1 includes the entire office building and the proposed parking garage. The petitioner has indicated that a portion of the proposed parking garage will be located on property owned by the City of Des Plaines, which will be vacated/sold to the petitioner so it can be incorporated into Lot 1.
- Lot 2 The proposed hotel and the proposed surface parking area will be located on a separate lot at the southeast corner of the property. Lot 2 will lot for the existing office building will be reduced to accommodate the new proposed restaurant and to create two separate lots for the existing billboards.
- Lot 3 This lot encompasses the base of the westernmost billboard sign.
- Lot 4 This lot encompasses the base of the easternmost billboard sign.

Major Variations

Project DescriptionThe petitioner has submitted variance requests for parking and lot depth
due to the unique size and shape of the development. The existing office
building property contains 392 parking spaces, which is a non-conforming
parking count for today's standards. However, this office building was
constructed under a different parking regulation. Thus, as part of the
development proposal, the petitioner is requesting a major variation to
reduce the off street parking requirement for the existing office building
on the new Lot 1 from the required 541 spaces to 338 off street parking
spaces. Pursuant to Section 12-9-7, the proposed hotel requires a total of
110 parking spaces. Since the hotel site on the new Lot 2 will only contain
63 spaces, the petitioner is also requesting a major variation to reduce
the parking from 110 spaces to 63 spaces. The proposed hotel building
footprint will remove 82 spaces from the site. However, the petitioner is
constructing a brand new 207-space parking garage on the northwest

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corner of the lot directly east of Willow Creek bringing the parking total for the entire development to 401 spaces, which is a net gain of nine off street parking spaces compared to the current parking total. It is important to note that some of the existing office parking spaces will be transitioned to the new hotel as necessary. However, the new parking garage will provided additional parking for the existing office use and effectively reduce the nonconforming status.

Additionally, the petitioner is requesting major variances to reduce the lot depths from 125 feet to six feet for Lots 3 and 4, which entail the base of the billboards. These requests are a deviation from Subdivision Code Section 13-2-5.R. However, staff does not have a concern with the lot depth variance requests as the lot configuration is for tax purposes. All variation requests are summarized in the table below:

Regulation	Required	Proposed
Parking – Office Building (Lot 1)	541 spaces	338 spaces
Parking – Hotel (Lot 2)	110 spaces	63 spaces
Lot Depth (Lot 3)	125-feet	6-feet
Lot Depth (Lot 4)	125-feet	6-feet

Compliance with the Comprehensive Plan

As found in the City of Des Plaines' 2019 Comprehensive Plan, there are several parts of the Comprehensive Plan that align with the proposed project. Those portions are as follows:

- Under Future Land Use Map:
 - The property is marked for commercial land use. The proposed expanded parking garage will further enhance the existing office building property, reduce the existing parking nonconformity, and allow for mixed use development on the site. This will also allow the subject property to support multiple uses in close proximity to transit and the higher density commercial corridor in its immediate vicinity.
- Under Economic Development:
 - The Comprehensive Plan recognizes the economic vitality of the surrounding area and its importance to the broader region. The proposed enhancements of this site would be in-keeping with prior development efforts from the office building.

Planned Unit Development (PUD) Findings

As required, the proposed development is reviewed in terms of the findings contained in Section 3-5-5 of the Zoning Ordinance. In reviewing these standards, staff has the following comments:

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:

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Comment: A PUD is a listed conditional use in the C-3 zoning district. The proposed project meets the stated purpose of the PUD. Additionally, the proposed improvements 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 exceptions for building height, back of curb setback, and a five-foot landscape setback have been proposed for the new hotel and parking garage plans on the subject property. Aside from variation requests for parking and lot depth, all other aspects of the revised development proposal comply with the Zoning Ordinance. Please also see the responses from the applicant.

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

Comment: All provisions for public services, adequate traffic control and the protection of open space are being accommodated in the development. The petitioner is proposing to adjust the main entrance and drive- aisle areas to the site to accommodate the building expansion, improve circulation and access throughout the site, and allow for sufficient emergency vehicle turning radii throughout the site. 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 expansion complements existing development to the east, west and south as all surrounding properties, except for the Rosemont Park District property directly east of the subject property are built up. Additionally, measurements will be made to reduce any impact on the nearby properties as all elements will have to comply with the Des Plaines Subdivision and Zoning Ordinances.

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

Comment: The proposed project will contribute to an improved physical appearance within the City by adding a new use to the existing office building property with updated landscaping, utility connections, and vehicular access and circulation. This will contribute positively to the tax base and economic wellbeing of the community. Please also see the responses from the applicant.

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

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

Variation Findings: Variation requests are subject to the standards set forth in Section 12-3-6(H) of the 1998 City of Des Plaines Zoning Ordinance, as amended.

1. Hardship: No variation shall be granted pursuant to this subsection H unless the applicant shall establish that carrying out the strict letter of the provisions of this title would create a particular hardship or a practical difficulty:

<u>Comment:</u> Carrying out the strict letter of this code would create a practical difficult for the property owner as the existing office building was developed in 1986 prior to the establishment of modern zoning regulations for parking. Thus, the existing office building was developed under a parking regulation that does not meet modern standards. The proposal includes the construction of a 207-space parking garage which will reduce the non-conforming parking count, but will by no means meet the minimum parking standards requiring the petitioner to request a variation. The subject property also contains two active billboards, one on the east side and the other on the west side of the property, which are currently incorporated with the existing office lots. As part of the development, the site will be resubdivided to include an individual lot for each billboard for taxing purposes. The minimum lot depth requirement of 125-feet for the intended use is not practical for the subject property. Please see the Petitioner's responses to Standards for Variations.

2. Unique Physical Condition: The subject lot is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure, or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject lot that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot:

<u>Comment:</u> The existing access and location of the subject property creates a unique physical condition that limits the available development of this site and prevents full compliance with current zoning standards. The site is landlocked by the I-90 Tollway to the north, the Rosemont Park District to the east, Willow Creek to the west, and Higgins Road to the south, which serves as the site's only access point. The petitioner originally had an opportunity to construct a bridge across Willow Creek to construct additional parking on property owned by the Village of Rosemont. However, this arrangement fell through limiting the development of the site to its current boundaries. Additionally, the petitioner is unable to meet the required lot depth requirements for the two new billboard lots given that the billboards are located in close proximity to the existing office building and that the reallocation of ownership involved with the expansion of each billboard lot to the minimum standards could cause more parking concerns.

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Please see the Petitioner's responses to Standards for Variations.

3. Not Self-Created: The aforesaid unique physical condition is not the result of any action or inaction of the owner or its predecessors in title and existed at the time of the enactment of the provisions from which a variance is sought or was created by natural forces or was the result of governmental action, other than the adoption of this title:

<u>Comment:</u> The physical conditions described above are of no fault to the petitioner as the existing property consists of these characteristics prior to the development proposal for the new hotel. As previously mentioned, the office building was built before the establishment of modern zoning regulations creating several non-conformities. Staff is not aware of any action of the current or previous owner which created the conditions described above. Please see the Petitioner's responses to Standards for Variations.

4. Denied Substantial Rights: The carrying out of the strict letter of the provision from which a variance is sought would deprive the owner of the subject lot of substantial rights commonly enjoyed by owners of other lots subject to the same provision:

<u>Comment:</u> Carrying out the strict letter of this code could deprive the existing property owner of substantial rights enjoyed by other owners of similarly zoned lots by limiting the redevelopment of the property with uses enjoyed by similar developments in the area. The PUD located west of the subject property and south of the I-90 Tollway includes a mixed use development with a hotel/Class A Restaurant, Fuel Center/Class B restaurant, and car wash contains multiple structures and parking areas similar to the design for the proposed development. Please see the Petitioner's responses to Standards for Variations.

5. Not Merely Special Privilege: The alleged hardship or difficulty is neither merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely the inability of the owner to make more money from the use of the subject lot:

<u>Comment</u>: The granting of this variation for density would not provide any special privilege of the property owner or petitioner as similar developments in the C-3 zoning district have the opportunity for this request for development proposals permitted in the C-3 district. This variation would allow for the redevelopment of the existing site and the increase in mixed use developments in Des Plaines. Please see the Petitioner's responses to Standards for Variations.

6. Title And Plan Purposes: The variation would not result in a use or development of the subject lot that would be not in harmony with the general and specific purposes for which this title and the provision from which a variation is sought were enacted or the general purpose and intent of the comprehensive plan:

<u>Comment:</u> The proposed multi-family development would be harmonious with the surrounding multi-use developments to the east and west of the subject property. The mixed use development proposal supports the goals and objectives of the Comprehensive Plan, which strives to incorporate multiple uses on single lots. Please see the Petitioner's responses to Standards for Variations.

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7. No Other Remedy: There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject lot.

<u>Comment</u>: There are no other reasons that the aforementioned hardships can be avoided or remedied as the property is land-locked and cannot be expanded to meet minimum standards for larger commercial development intended for a C-3 zoned property. Please see the Petitioner's responses to Standards for Variations.

8. Minimum Required: The requested variation is the minimum measure of relief necessary to alleviate the alleged hardship or difficulty presented by the strict application of this title.

<u>Comment</u>: This would be the minimum amount of relief necessary to alleviate the aforementioned hardships and allow the petitioner to redevelop the subject property with a multi-use development. The proposed meets or exceeds all other requirements of the Des Plaines Zoning Ordinance. Please see the Petitioner's responses to Standards for Variations.

Recommendations: Staff supports the following requests for the development at 1700 W. Higgins: (i) a Major Amendment to the existing Planned Unit Development (PUD) to allow for the construction of a fivestory, 64,760-square foot hotel in lieu of the Class A restaurant approved in Ordinance Z-21-19; (ii) a Final Plat of Subdivision to resubdivide the existing property from two lots to four lots; (iii) Major Variations to allow a lot depth of 6-feet for Lots 3 and 4 where a minimum lot depth of 125-feet is required; (iv) Major Variations to allow a reduction in the number of required parking spaces from 541 to 338 spaces for Lot 1 and a reduction in the number of required parking spaces from 110 to 63 spaces on Lot 2 with the condition that drawings may have to be amended to comply with all applicable codes and regulations.

Planning and Zoning Board Procedure:

The Planning and Zoning Board may vote to *recommend* approval, approval with modifications, or disapproval over the requested Major Amendment for the Planned Unit Development, Final Plat of Subdivision, and Variation requests for 1700 W. Higgins Road. The City Council has final authority over the proposal.

A motion was made by Board Member Saletnik, seconded by Board Member Hofherr, to recommend approval of an amendment of the Planned Unit Development and the approval of any such other variations, waivers, and zoning relief, as presented.

AYES: Saletnik, Hofherr, Fowler, Veremis, Szabo

NAYES: None

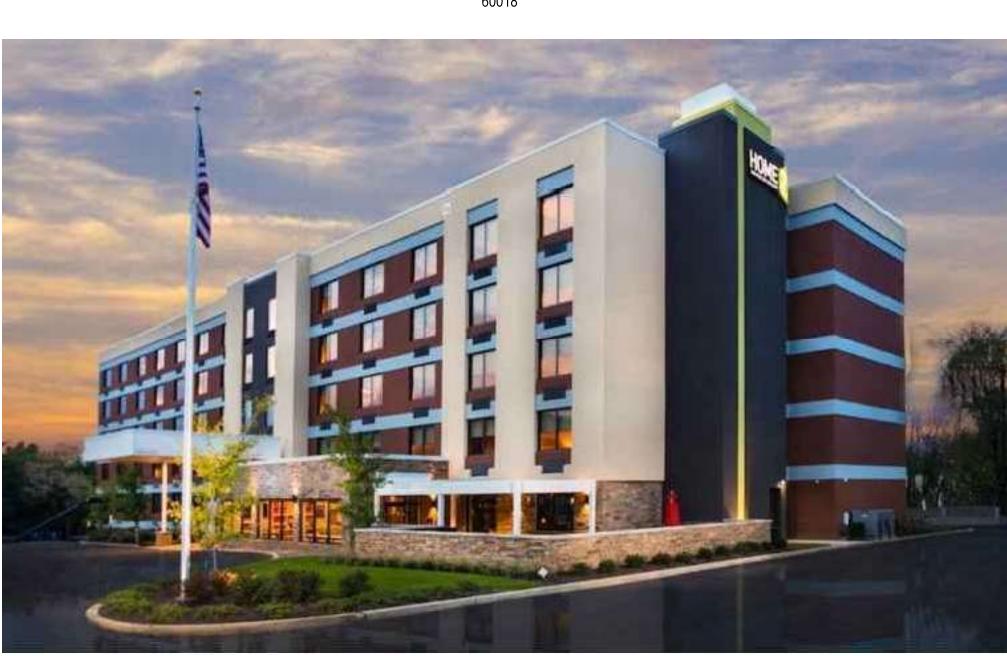
ABSTAIN: None

MOTION CARRIED UNANIMOUSLY



Des Plaines, Illinois

5 STORY , 107 UNIT W/ INDOOR POOL 1700 E HIGGINS ROAD Des Plaines IL 60018



Attachment 10

	ORIGINATION DESIGN Architecture. Planning. Interior Design 3050 ROYAL BLVD S #175. ALPHARETTA, GA 30005 O: 678.387.1814 M: 404.542.0838 WWW.ORIGINATIONDESIGN.COM			
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Page	64 la	CS- of 108	-	15 June ZUZU

CITY OF DES PLAINES

ORDINANCE Z - 44 - 21

AN ORDINANCE APPROVING A MAJOR AMENDMENT TO AN EXISTING PLANNED UNIT DEVELOPMENT, FINAL PLAT OF SUBDIVISION, AND MAJOR VARIATIONS FOR 1700 W. HIGGINS ROAD, DES PLAINES, ILLINOIS (CASE #21-005-FPLAT-V-PUD-A).

WHEREAS, Mariner Higgins Centre, LLC ("*Applicant*") is the owner of the real property located at 1700 W. Higgins Road, which is referred to herein as the ("*Subject Property*"); and

WHEREAS, the Subject Property is located in the C-3 General Commercial District of the City; and

WHEREAS, in 2019, the City Council adopted Ordinance Z-9-19 approving a conditional use for a local alternative sign regulation ("*LASR*"), tentative plat of subdivision, map amendment, and preliminary planned unit development (collectively, the "*Preliminary PUD*"); and

WHEREAS, on August 19, 2019, the City Council adopted, Ordinance Z-21-19, approving a conditional use for final planned unit development ("*Final Planned Unit Development*"), a final plat of subdivision ("*Final Plat*"), and major variations ("*Variations*") for the Subject Property to allow the redevelopment of the existing office building development, which includes a 139,000 square foot office building ("*Office Building*") and multiple parking lots totaling 358 outdoor spaces and indoor parking lots totaling 28-spaces ("*Parking Lots*") (collectively, the Final Planned Unit Development, the Final Plat, and the LASR are the "*Initial Approvals*"); and

WHEREAS, the Applicant proposes to alter the original redevelopment plan for the Subject Property previously approved under Ordinance Z-21-19 to provide for (i) the construction of a 64,760 square foot, four-story, 107-room hotel ("*Hotel*") and (ii) a 207-space multi-deck parking garage ("*Parking Garage*") to serve the Office Building; and (iii) stormwater detention facilities ("*Stormwater Improvements*") in place of the previously approved surface parking lot/bridge over Willow Creek (collectively, "*Proposed Improvements*"); and

WHEREAS, the configuration of the proposed Parking Garage will extend outside the original bounds of the Subject Property onto an unimproved portion of the Webster Avenue public right-of-way, which the Applicant has requested the City vacate for incorporation into the planned unit development ("*Vacation Parcel*"); and

WHEREAS, on September 20, 2021 the City adopted Ordinance Z-45-21 which vacated the Vacation Parcel to the Applicant for incorporation in the Subject Property; and

WHEREAS, the Proposed Improvements constitute a major change to the Planned Unit Development approved by Ordinances Z-9-19 and Z-21-19 (collectively, the "*Initial PUD Approvals*") pursuant to Section 12-3-5.G.1 of the Des Plaines Zoning Ordinance of 1998, as

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amended ("Major Amendment"); and

WHEREAS, the Applicant, through its agent Mark Rogers of Liston & Tsantilis Law Office (collectively with the Applicant, the "*Petitioner*"), has applied to the City of Des Plaines for approval of the Major Amendment to the PUD Approvals to allow for Proposed Improvements on the Subject Property ("*Requested Relief*"); and

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

WHEREAS, within 90 days after the date of the Petitioner' application, a public hearing was held by the PZB on March 23, 2021, pursuant to notice published in the *Journal & Topics* on March 3, 2021; and

WHEREAS, notice of the public hearing was mailed to all owners of property located within 300 feet of the Subject Property; and

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

WHEREAS, pursuant to Section 12-3-5 of the Zoning Ordinance, the PZB filed a written report with the City Council on March 24, 2021, summarizing the testimony and evidence received by the Board and stating the Board's recommendation, by a vote of 5-0, to approve the Petitioner's application for the Requested Relief; 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 this request for the Requested Relief, subject to certain terms and conditions; and

WHEREAS, the City Council has considered the written report of the PZB, together with the applicable standards for map amendments and planned unit developments set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated March 15, 2021, including the attachments and exhibits thereto, and has determined that it is in the best interest of the City and the public to grant the Petitioner' application for 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 this Ordinance.

Property is legally described as follows:

PARCEL 1:

BLOCK 5 IN ORCHARD PLACE (BY SCOTT), BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT FROM BLOCK 5 THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK 5; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF HIGGINS ROAD, 248.3 FEET; THENCE NORTHERLY PARALLEL TO THE WESTERLY LINE OF SAID BLOCK 5, 537.4 FEET, MORE OR LESS TO THE NORTH LINE OF SAID BLOCK 5; THENCE WESTERLY ALONG SAID NORTHERLY LINE, 229.5 FEET, MORE OR LESS TO THE WESTERLY LINE OF SAID BLOCK 5; THENCE SOUTHERLY ALONG SAID WESTERLY LINE, 488.2 FEET MORE OR LESS TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF HIGGINS ROAD, DESCRIBED AS FOLLOWS:

COMMENCING ON THE NORTHERLY LINE OF SAID HIGGINS ROAD, 987.56 FEET NORTHWESTERLY OF THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER, 249.38 FEET; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE TO A POINT IN THE CENTER LINE OF CURTIS STREET, SAID POINT BEING 1537.13 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH ALONG THE CENTER LINE OF CURTIS STREET, AND SAID STREET EXTENDED SOUTH TO THE NORTHERLY LINE OF HIGGINS ROAD; THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF SAID HIGGINS ROAD TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO

WEBSTER AVENUE VACATION PARCEL:

ALL OF VACATED WEBSTER AVENUE, (AS DEDICATED AS PART OF ORCHARD PLACE, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE SUBDIVISION PLAT THEREOF RECORDED MAY 9, 1888 AS DOCUMENT NUMBER 955011) ACCORDING TO THE PLAT OF VACATION RECORDED ______, AS DOCUMENT NUMBER ______, IN THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS.

PINs: 09-33-310-004-0000; 09-33-309-007-0000

Commonly known as 1700 W. Higgins Road, Des Plaines, Illinois 60018

SECTION 3. APPROVAL OF REQUESTED RELIEF.

A. Subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 8 of this Ordinance, the City Council hereby approves a Major Amendment to the Conditional Use for a Planned Unit Development granted by the PUD Approvals, to authorize the construction of the Proposed Improvements, all as depicted in that certain "Final Plan of Planned Unit Development," prepared by SPACECO, Inc., consisting of two sheets, with a latest revision date of February 18, 2021 ("*Amended Plat of PUD*") a copy of which is attached to, and by this reference made a part of, this Ordinance as *Exhibit A*.

B. Subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 8 of this Ordinance, the City Council hereby approves a revised Final Plat of Subdivision for the Subject Property prepared by SPACECO, Inc., consisting of three sheets with a latest revision date of March 10, 2021 ("*Revised Final Plat*"), a copy of which is attached to and, by this reference made a part of, this Ordinance as *Exhibit B*.

C. All provisions of the Initial PUD Approvals not amended by this grant of approval shall remain in full force and effect.

SECTION 4. CONDITIONS OF APPROVAL. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Ordinance and the Subdivision Ordinance, and any other rights that the Petitioner may have, the approvals granted in Section 3 this Ordinance are subject to and contingent upon compliance with each and all of the following conditions, restrictions, limitations, and provisions:

A. <u>Compliance with Law and Regulations</u>. The development, use, operation, and maintenance of the Subject Property must comply with all applicable City codes and ordinances, as the same have been or may be amended from time to time, except to the extent specifically provided otherwise in this Ordinance.

B. <u>Compliance with Plans</u>. Except for minor changes and site work approved by the City's Director of Community and Economic Development or Director of Public Works and Engineering (for matters within their respective permitting authorities) in accordance with all applicable City standards, the development, use, operation, and maintenance of the Proposed Development and the Subject Property must comply with the following plans and documents (collectively, "*Final Plans*"):

- 1. The Amended Plat of PUD;
- 2. The Parking Count Exhibit prepared by SPACECO, Inc., consisting of two sheets labeled EXH, with a latest revision date of January 18, 2021, a copy of which is attached to and, by this reference made a part of, this Ordinance as *Exhibit C*;
- 3. Select Architectural Plans prepared by Origination Design, consisting of 11 sheets labeled SP-1, SP-2, SP-3.3, A-1.1, A-1.2, A-1.3, A-1.4, A-1.5, A-2.1, A-4.1, and A-4.2 with a latest revision date of January 17, 2021, a copy of which is attached to and, by this reference made a part of, this Ordinance as *Exhibit D*;
- 4. Select Engineering Plans prepared by SPACECO, Inc., consisting of six sheets labeled EC1, DEMO, GM1, GR1, UT1, and PP1 with a latest revision date of March 10, 2021, a copy of which is attached to and, by this reference made a part of, this Ordinance as *Exhibit E*;

- 5. The Revised Final Plat;
- 7. The Overall Landscape Plan, prepared by Kathryn Talty Landscape Architecture, consisting of three sheets with a latest revision date of February 16, 2021, a copy of which is attached to and, by this reference, made a part of this Ordinance as *Exhibit F*; and
- 8. The Electrical and Photometric Site Plans, prepared by Kornacki and Associates Consulting Electrical Engineers, consisting of three sheets with a latest revision date of February 17, 2021, a copy of which is attached to and, by this reference, made a part of this Ordinance as *Exhibit G*.

C. <u>Additional Condition</u>. The development, use, and maintenance of the Subject Property shall be subject to and contingent upon the additional condition that drawings may have to be amended to comply with all applicable codes and regulations.

SECTION 5. RECORDATION; BINDING EFFECT. A copy of this Ordinance and the Revised Final Plat must be recorded in the Office of the Cook County Clerk. This Ordinance and the privileges, obligations, and provisions contained herein run with the Subject Property and inure to the benefit of, and are binding upon, the Petitioner and its personal representatives, successors, and assigns, including, without limitation, subsequent purchasers and owners of the Subject Property.

SECTION 6. FAILURE TO COMPLY WITH CONDITIONS.

A. Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with, or resists the enforcement of, any of the provisions of this Ordinance shall be fined not less than \$75.00 or more than seven hundred and \$750.00 for each offense. Each and every day that a violation of this Ordinance is allowed to remain in effect shall constitute a complete and separate offense. In addition, the appropriate authorities of the City may take such other action as

 $\{00119765.5\}$

they deem proper to enforce the terms and conditions of this Ordinance, including, without limitation, an action in equity to compel compliance with its terms. Any person, firm or corporation violating the terms of this Ordinance shall be subject, in addition to the foregoing penalties, to the payment of court costs and reasonable attorneys' fees.

B. In the event that the Petitioner fails to develop or maintain the Subject Property in accordance with the plans submitted, the requirements of the Zoning Ordinance, the Subdivision Regulations, or the conditions set forth in Section 8 of this Ordinance, the approvals granted by Sections 3 of this Ordinance may be revoked after notice and hearing before the Zoning Administrator of the City, all in accordance with the procedures set forth in Section 12-4-7 of the Zoning Ordinance. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the C-3 District. Further, in the event of such revocation, the City Manager and the City's General Counsel are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. The Petitioner and the Applicant acknowledge that public notices and hearings have been held with respect to the adoption of this Ordinance, have considered the possibility of the revocation provided for in this Section, and agree not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice and hearing required by Section 12-4-7 of the Zoning Ordinance is provided to the Petitioner and the Applicant.

SECTION 7. AMENDMENTS. Any amendment to any provision of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance and the Subdivision Regulations.

SECTION 8. SEVERABILITY. If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

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<u>SECTION 9.</u> <u>EFFECTIVE DATE</u>. This Ordinance will be effective only upon the occurrence of the following events:

A. Passage by the City Council in the manner required by law;

B. Publication in pamphlet form in the manner required by law;

C. The filing with the City Clerk by the Applicant of an unconditional agreement and consent in substantially the form attached to and, by this reference, made a part of this Ordinance as *Exhibit H*, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance, and demonstrating the Applicant's consent to its recordation;

E. At Petitioner's sole cost and expense, the recordation of this Ordinance and the Revised Final Plat, together with such exhibits as the City Clerk deems appropriate for recordation, with the office of the Cook County Clerk.

 PASSED this ______ day of ______, 2021.

 APPROVED this ______ day of ______, 2021.

VOTE: AYES _____NAYS _____ABSENT _____

ATTEST:

CITY CLERK

Published in pamphlet form this _____ day of _____, 2021.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

MAYOR

DP - Ordinance Approving Zoning and Subdivision Relief for 1700 W. Higgins Road Redevelopment & Site Improvements

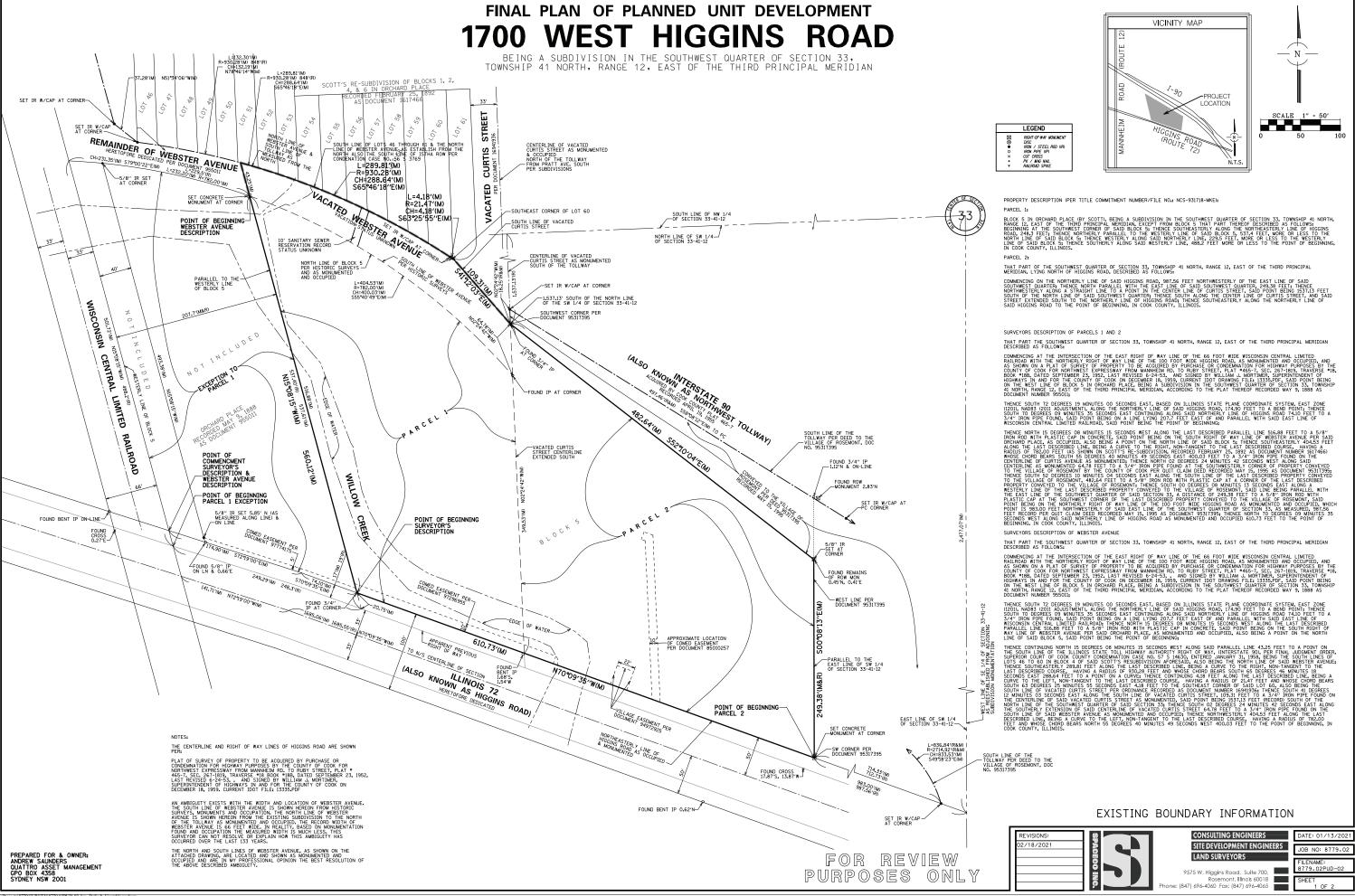
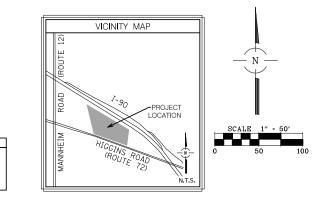


Exhibit A



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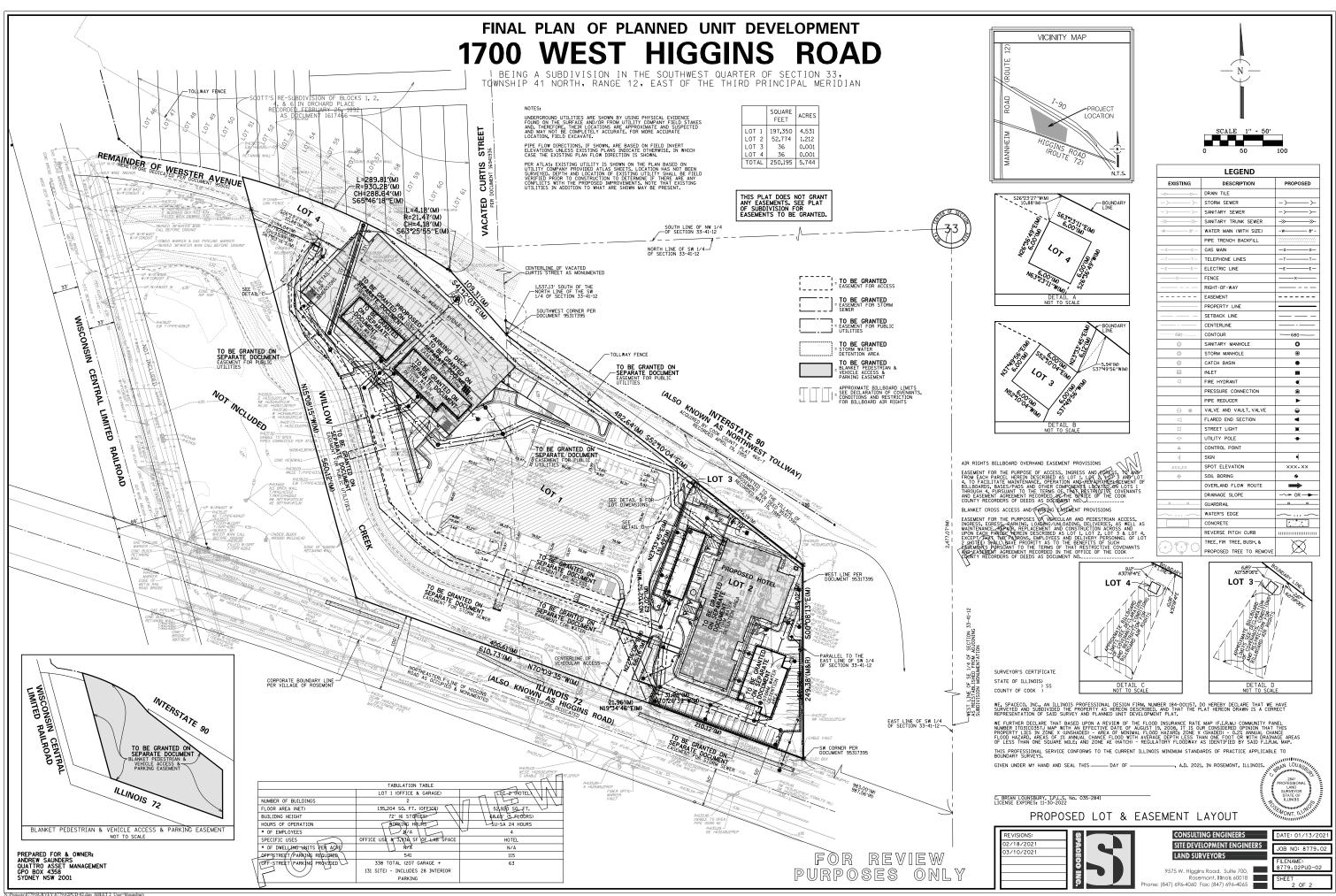
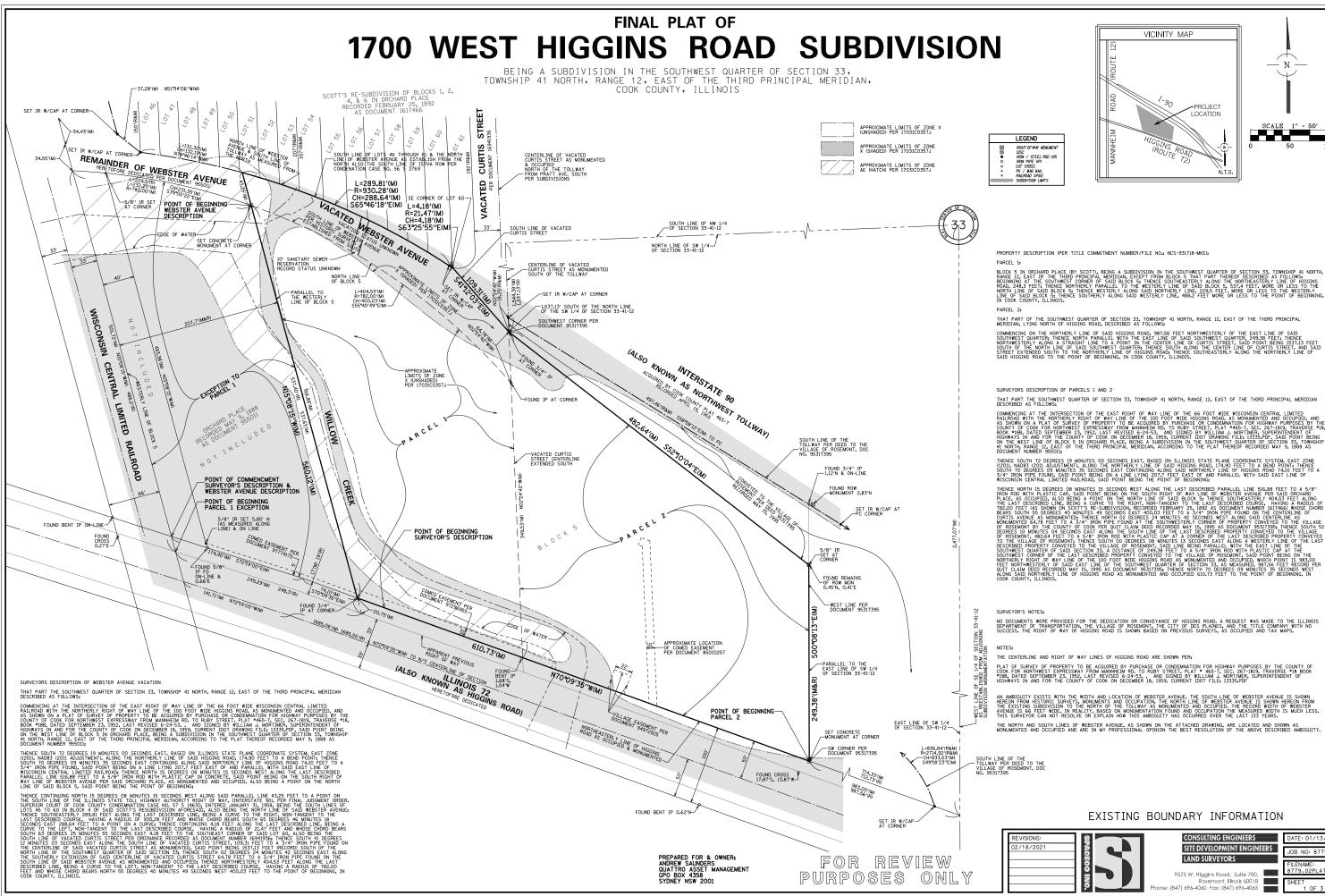


Exhibit A

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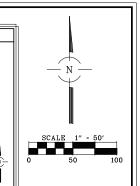
THE NORTH AND SOUTH LINES OF WEBSTER AVENUE, AS SHOWN ON THE ATTACHED DRAWING, ARE LOCATED AND SHOWN AS MONUMENTED AND OCCUPIED AND ARE IN MY PROFESSIONAL OPINION THE BEST RESOLUTION OF THE ABOVE DESCRIBED AMBIGUITY.

NO DOCUMENTS WERE PROVIDED FOR THE DEDICATION OR CONVEYANCE OF HIGGINS ROAD. A REQUEST WAS MADE TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION, THE VILLAGE OF ROSEMONT, THE CITY OF DES PLAINES, AND OTHE TITLE COMPANY WITH NO SUCCESS. THE RIGHT OF WAY OF HIGGINS HOAD IS SHOWN BASED ON PREVIOUS SURVEYS, AS OCCUPED AND TAX MAPS.

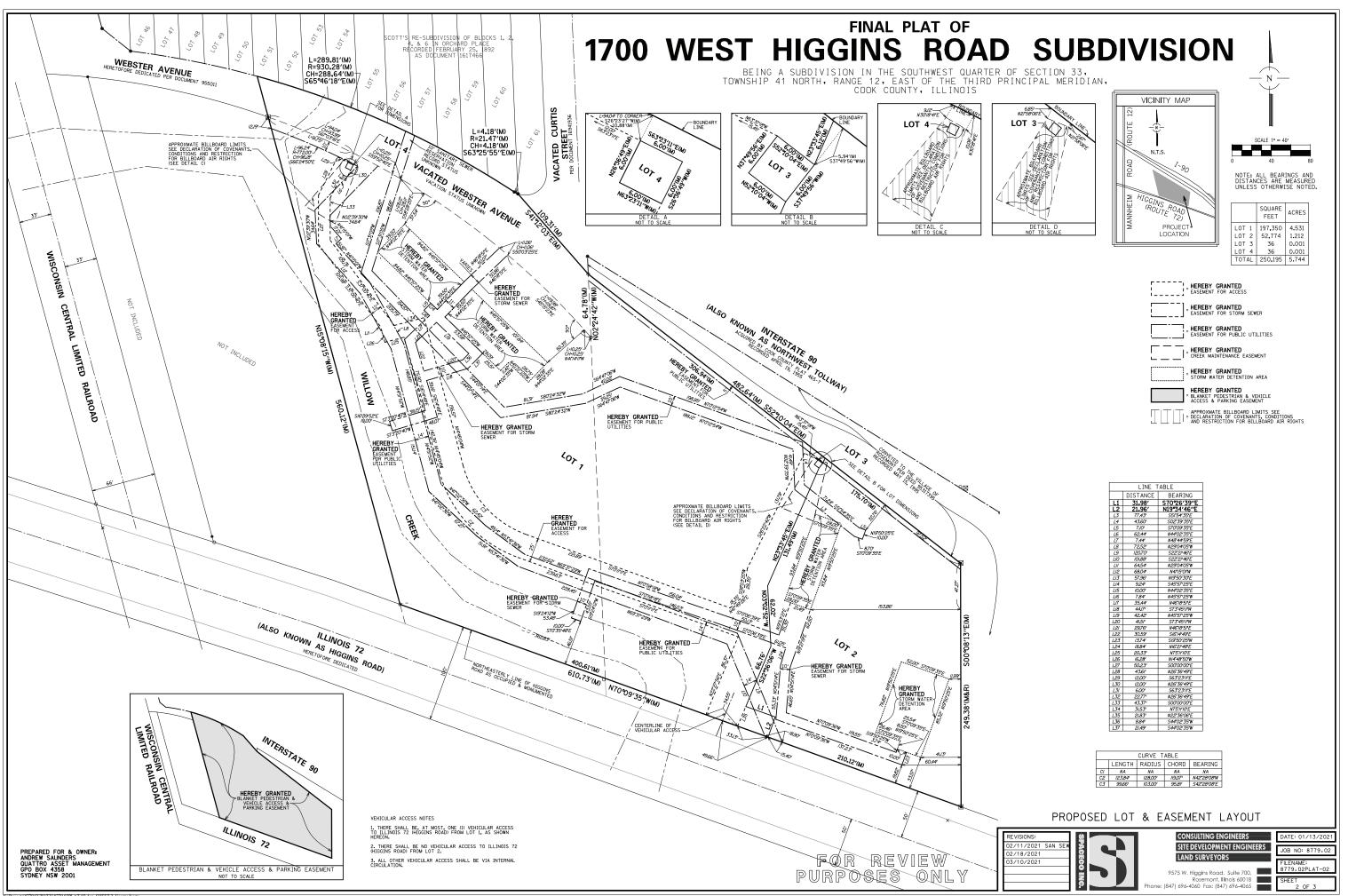
THENCE SOUTH 72 DEGREES 19 MINUTES OO SECONDS EAST, BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (1201, NADB3 (2011 ADJUSTMENT), ALONG THE NORTHERLY LINE OF SAID HIGGINS ROAD, 174.90 FEET TO A BEND POINT; THENE SOUTH 70 DEGREES OB MINUTES 35 SECONDE SEAST CONTINUMS ALONG SAID NORTHERLY LINE OF HIGGINS ROAD 74.10 FEET TO 3/4" IRON FIDE FOND, SAID POINT BEING ON A LINE LYING 207.7 FEET EAST OF AND PARALLEL WITH SAID EAST LINE OF WISCONSIN CENTRAL LIMITED RAILROAD, SAID POINT BEING THE POINT OF BEGINNING;

THE #18,

THAT PART THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:







Page 76 of 108

OWNER'S CERTIFICATE STATE OF ILLINOIS) COUNTY OF COOK	700 WEST HIGGINS	ROAD SUBDIVISI
MARINER HIGGINS CENTRE, LLC. A DELAWARE LIMITED LIABILITY COMPANY, DUNER OF THE FROMERTY SHOWN AND DESCRIBED HEREN, HERED ADOPTISI THIS PLAT OF RESTRICTION LIMES, DEDICATEESI THE ROADS. STREETS, ALLEYS, WALKS, AND OTHER AREAS INDICATED THEREON TO THE PUBLIC USE, AND ESTABLISHESI ANY OTHER	TOWNSHIP 41 NORTH, RANGE 12, EAS	DUTHWEST QUARTER OF SECTION 33, T OF THE THIRD PRINCIPAL MERIDIAN, Y, ILLINOIS
EASEMENTS SHOWN THEREON.		
NAME:	DRAINAGE CERTIFICATE	
	UNIMISE CELLIFICATION FOR CONTROL FOR AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS SUBDIVISION OF ANY PART BELIEF AND ANY AND ANY	
NOTARY PUBLIC CERTIFICATE STATE OF	OF DAMAGE ROOT THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THIS SUBDIVISION. OWNER REGISTERED PROFESSIONAL ENGINEER	ILLINGIS DEPARTMENT OF TRANSPORTATION ACCEPTANCE THIS PLAT HAS BEEN APPROVED BY THE ILLINGIS DEPARTMENT OF TRANSPORTATION
COUNTY OF	NAME:	THIS PLAT HAS BEEN APPROVED BY THE ILLING'S DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT OF PARAGRAPH 2 OF "AN ACT TO REVISE THE LAW IN RELATION TO PLATS." AS AMENDED. A PLAN THAT MEETS THE REQUIREMENTS CONTAINED IN THE DEPARTMENT'S "POLICY ON PERMITS FOR ACCESS DRIVENA'S TO STATE HIGHWAYS WILL BE REQUIRED BY THE DEPARTMENT.
AND STATE AFORESAID, DO HEREBY CERTIFY THAT	DATE: NAME: FIRM: DATE:	APPROVED ON THIS DAY OF, 20
OFWHO IS PERSONALLY (NOWN TO METO BE THE SAME WHOSE NAME IS SUBSCRIBED TO THE FORECOINC CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE DID SIGN AND DELIVER THIS INSTRUMENT AS A FREE AND VOLUNITARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH.	(SEAL)	
INSTRUMENT AS A FREE AND VOLUNTARY ACT FOR THE USES AND FURPOSES HEREIN SET FORTH. GIVEN UNDER MY HAND AND OFFICIAL SEAL THISDAY OF 20 20		ANTHONY J. QUICLEY, P.E. REGION ONE ENGINEER
NOTARY PUBLIC	MAYOR AND CITY COUNCIL CERTIFICATE STATE OF ILLINOIS) COUNTY OF COOK \$5	VEHICULAR ACCESS NOTES
NU LAYT PUBLIC	COUNTY OF COUR) APPROVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINDIS, ON	1. THERE SHALL BE, AT MOST, ONE (1) VEHICULAR ACCESS TO ILLINOIS 72 (HIGGINS ROAD) FROM LOT 1, AS SHOWN HEREON.
	THIS DAY OF A.D. 20	2. THERE SHALL BE NO VEHICULAR ACCESS TO ILLINOIS 72 (HIGGINS ROAD) FROM LOT 2. 3. ALL OTHER VEHICULAR ACCESS SHALL BE VIA INTERNAL CIRCULATION.
	SIGNED MAYOR	ZONING VARIATION STATEMENT
ONSENT OF MORTGAGEE CERTIFICATE TATE OF ILLINOIS) OUNTY OF COOK) SS		THE APPLICANT IS ALSO REQUESTING THREE MAJOR VARIANCES: THE FIRST VARIANCE REQUEST IS FOR LOT 3 AND 4 TO REDUCE THE 125' LOT DEPTI REQUIREMENT TO 6' PURSUANT TO 13-2-5-R OF THE SUBDIVISION REGULATIONS.
JOUNIT OF COUR) Yoya Retirement Insurance and annuity company, a connecticut corporation by, voya investment MANGEMENT LLC, a delaware limited liability company, its authorized agent, which is the Holder of	ATTEST:	SECOND, APPLICANT REQUESTS A VARIANCE TO REDUCE THE PARKING REQUIREMENT FROM 541 SPACES TO 339 SPACES ON PROPOSED LOT 1, PURSUANT TO 12-9-7 OF TH ZONING ORDINANCE.
MANAGEMENT LLC, A DELAWARE LIMITED LIBOLITI COMPANY, ITS AUTHORIZED AGENY, WHICH IS THE HOLDER OF MARTAGEMENT LLC, A DELAWARE LIMITED LIBOLITI COMPANY, ITS AUTHORIZED AGENY, WHICH IS THE HOLDER OF AND RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER, ILLINOIS ON, 20 AS		THE THIRD AND FINAL VARIANCE REQUEST IS TO REDUCE THE PARKING REQUIREMENT FROM (107) SPACES TO 63 SPACES ON LOT 2, PURSUANT TO 12-9-7 OF THE ZONING ORDINANCE.
JOCUMENT NOENCUMBERING THE PROPERTY DESCRIBED ON THIS PLAT OF SUBDIVISION, HEREBY CONSENTS TO THE RECORDING OF LTHIS PLAT OF SUBDIVISION AND AGREES THAT ITS LIEN SHALL BE SUBJECT TO THE PROVISIONS OF THIS PLAT OF SUBDIVISION.	PLANNING AND ZONING BOARD CERTIFICATE STATE OF ILLINDIS)	
N WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THIS CONSENT TO BE EXECUTED ON, 20	COUNTY OF COOK) SS	
θγ	APPROVED BY THE CITY PLANNING AND ZONING BOARD OF THE CITY OF DES PLAINES,	
NAME;	SIGNEDT CHAIRMAN	RESTRICTIVE COVENANTS AND EASEMENT
TITLE:		FOR STORM WATER DETENTION AREA (NO HOA)
		1. THE AREA OF THE PROPERTY DESIGNATED ON THIS PLAT AS "STORM WHERE DEL AREA" SHALL BE CONTINUISUS Y MAINTAINED IN A FIRST ARE MANNER BY OWNERS LOTS LINSERT LOT NUMMERS] (THE "ORTENTION AREA LOTS") AND AN EASEWART ON UNDER AND ABOVE THE STORM WATER DETENTION AREA IS HEREBY CRANTED TO, AL THE USE AND BENEFIT OF, ALL OF THE LOTS IN THIS SUBDIVISION FOR THE SOLE PURPOSE OF STORW WATER DETENTION AND DRAINGE.
NOTARY CERTIFICATE STATE OF	DIRECTOR OF FINANCE CERTIFICATE	2. NO CHANGE SHALL BE MADE IN THE FINISHED GRADE OF THE LAND WITHIN THE WHEET DETENTION AREA. NOR SHALL ANY CONSTRUCTION OF ANY CHOINNESS. WHE MADE DETENTION AREA. NOR SHALL ANY CONSTRUCTION OF ANY CHOINNESS. WHE MIGHT MATERIALLY IMPEDE STORM WATER DATAMAGE THAREAL OF MATERIALLY REPU STORM WATER DETENTION CAPACITY THEREOF. TREES, SHUMDS, PONSTRUCT AND FOR LANDSCAPE PLANTING, SHALL BE PERMITTED WITHIN THE ZONGWATER DETENTION.
OUNTY OF, 25	I CERTIFY THAT THERE ARE NO DELINQUENT OR CURRENT UNPAID SPECIAL ASSESSMENTS ON THE PROPERTY SHOWN ON THIS PLAT. Date:	MIGHT MATERIALLY IMPEDE STORM WATER DRAINAGE THEREIN OF NATERIALLY REDU STORM WATER DETENTION CAPACITY THEREOF. TREES, SHORS, ENCES AND NORM LANDSCAPE PLANTING SHALL BE PERMITTED WITHIN THE STORM WATER DETENTION ONLY UTH THE PRIOR WRITHEN APPROVAL OF THE DIRECTORY OF PUBLIC WORKS OF
3Y, THE, AND, THE	DIRECTOR OF FINANCE	CHARGSAFE FLAMING SHALL BE PERMITTED WITHIN THE STORE OF DELENTION ONLY WITH THE RIGH WRITHEN APPROVAL OF THE DIRECTORS OF FUELCE WORKS OF CITY OF DES PLANES, COOK COUNTY, LLINGIS (THE CITY). ENDER OF OF THE DETENTION AFAL LOT SHALL MAINTAIN A GRASS COVER ON THE SURFACE OF THAT PORTION OF HIS LOT LOCATED WITHIN THE STORM WATER DEJENTION AREA AND SH KEEP SUCH ORASS IN A NEAT AND TRIMMED CONDITION.
SECRETARY OFWHICH INDIVIDUALS ARE KNOWN TO ME TO BE THE IDENTICAL PERSONS WHO SIGNED THE FORECOMNO INSTRUMENT AS SUCH OFFICERS OF THE CORPORATION FOR AND ON BEHALF OF SAID CORPORATION, AND THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF THE CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED.		3. DN THE EVENT THE CIT DETERMINES, WIT SOLL MAD ABSULTE DISCRIPTION. PROVIDE THE CIT DETERMINES, WITS SOLL MAD ABSULTE DISCRIPTION. PROVIDENT THE CIT DETERMINES AND AND THE SOLL MAD ABSULTE DISCRIPTION. PROVIDENT THE DISCRIPTION AND ADDISCRIPTION ADDISCRIPTION AND ADDISCRIPTION ADDISCRIPTIONA ADDISCRIPTIONADOS ADDISCRIPTIONADADISCRIPPONADISCRIPPONADISCRIPPONADISCRI
ND PURPOSES THEREIN MENTIONED.		DETENTION AREA LOTS, MAY, BUT SHALL NOT DE OBLIGATED TO, ENTER UPON ANY All of the detention area lots for the purpose of performance maintenane Work on and to the storm water petention area.
SIGNATURE OF NOTARY	DIRECTOR OF PUBLIC WORKS AND ENGINEERING CERTIFICATE STATE OF ILLINOIS)	4. IN THE EVENT THAT THE CITY SHALL CAUSE TO BE PERFORMED ANY WORK PURT TO THESE PARAGRAPHS, THE CITY SHALL HAVE THE RICHT DO CHARGE THE OWNERS THE DETENTION AREA LOTS AN ANOUNT SUFFICIENT TO OPERAT THE BEFORE OR AF SUCH WORK DO ACTIONS, INCLOSING ADMINISTRATIVE COSTS, EITHER BEFORE OR AF
EAL	COUNTY OF COOK) SS	4. IN THE EVENT THAT THE CITY SHALL CAUSE TO BE PERFORMED ANY WORK PURS TO THESE PARAGRAPHS, THE CITY SHALL HAVE THE RIGHT 20 CHARGE THE OWNERS THE DETRINING AREA LOTS NAMONIN WITH THE RIGHT 20 CHARGE THE OWNERS SUCH COST IS INCURRED. IF THE AMOUNT SO CHARGED IS NOT PAID BY THE OWN THE DETRINING NAMEL SOLUTION AND ANY ANY AND ANY
NY COMMISSION EXPIRES:	APPROVED BY THE DIFECTOR OF PUBLIC WORKS AND ENGINEERING OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS, THIS DAY OF, A.D. 20	SHALL HAVE THE/RIGHT TO COLLECT SUCH CHARGE WITH INTEREST HAND COSTS, AN ENFORCE/SUCKIEN AS IN FORECLOSURE MOROLEDINGS AS PERMITTED BY LAW. 5. NOTHING IN THESE PARAGRAPHS SHALL BE CONSTRUED TO CONSTITUTE A DEDIC OF CAN'T PORTION OF ATE STORM WATER DETENTION AREA OR OF THE DETENTION A LOTT ON, ORAN ACCEPTANCE THEREOF BY, THE CITY.
JTILITY CERTIFICATES		OF CAN'T FUTTURE OF THE SIDOM MATCH DELEMILID AREA ON OF THE DETENTION A LOTTO, OR ON ACCEPTANCE THEREOF BY, THE CITY. 6. THE CITY SHALL BE ANDER NO OBLICATION TO EXERCISE THE RIGHTS, GRAVED
NEASEMENT FOR SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND NATURAL GAS AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND RANTED TO:	SIGNED:	6. THE CITY SMALL BE AMDER NO OBLIGATION TO EXERCISE THE RIGHTS GRAVIED THESE PARAGRAMS EXCEPT AS IT SHALL DETERMINE TO BE IN ITS BEST INTERES FALLURE TO EXERCISE AT ANALY THE AIM RIGHT HERING PARAMED TO THE CITY SHA CONSTRUED XS A WAIVER OF THAT OR ANY OTHER RIGHTS.
ATAT, ILLINOIS BELL TELEPHONE CO, (AMERITECH) APPROVED BY, ON THIS DAY OF, 20		I THE SECURE AND STALL FURTHING HAD UNTIT THE LANU IN THE SUBULYISUM SHOWN ON THE THE ADDRESS OF THE ADDRESS OF THE SUBULYISUM SHOWN AND GRATER
COMMONWEALTH EDISON COMPANY APPROVED BY, ON THIS DAY OF, 20		7. THESE COVENNIES SHALL RUN WITH THE LAND IN THE SUBDIVISION SHOWN ON PLATT-AND SHALL DE BINDING UPON AND INVEE TO THE BENEFIT OF THE OWNERS THEO THE STAND SHALL DE BINDING UPON AND INVEE TO THE BENEFIT OF THE OWNERS DE PORTECON THEREIN. THEIR RESERVICES STANDARD CRANTE COVENNIES AND THE RESERVICES OF ANY LOTS OF RECORD IN THIS SUBDIVISION, ANY PERSON WITH AN INTEREST IN ANY OF SAID LOTS OF RECORD CITY OF DES PLANES BY ANY PROCEEDING AT LAW OR IN EQUITY AGAINST ANY P OR PERSONS VOLATING OR ATTEMPTING TO VIOLATE ANY COVENNAIT, EITHER TO RESTRAIN VIOLATION, TO COMPEL AFTERNATIVE ACTION, OR TO RECOVEN DAMAS, AND THE LAND TO ENFORCE ANY LIER CREATED ON THE SECONDARD
NORTHERN ILLINDIS GAS COMPANY (NICOR)		AGAINST THE LAND TO ENFORCE ANY LIEN CREATED BY THESE COVENANTS.

FINIAL DLAT OF AD SUBDIVISION

FOR REVIEW

PURPOSES ONLY

OR THE PERSON MAGES. AND

AFTER RECORDING RETURN TO: SEND TAX BILLS TO:

PREPARED FOR & OWNER: ANDREW SAUNDERS QUATTRO ASSET MANAGEMENT GPO BOX 4358 SYDNEY NSW 2001

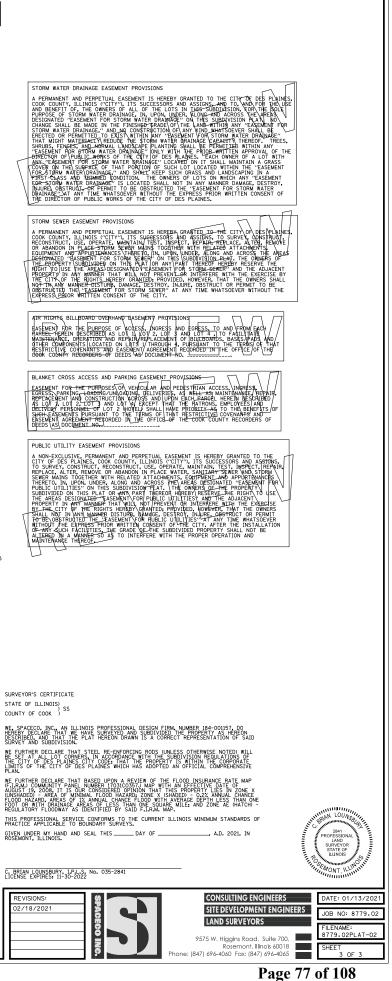
COMCAST APPROVED BY: ____

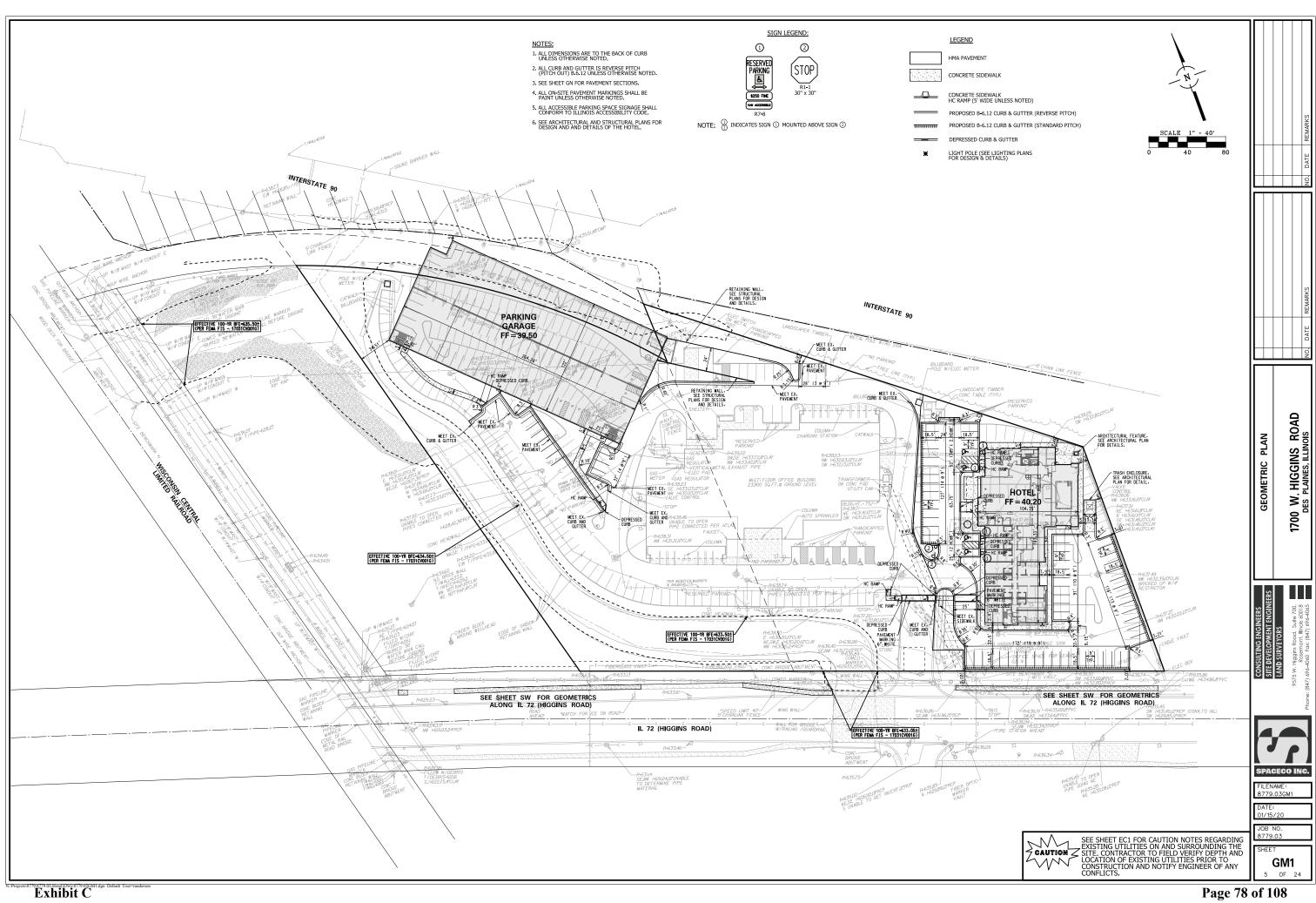
WIDE OPEN WEST APPROVED BY: ____ ____, ON THIS ____ DAY OF _____, 20 ___,

_, 20 __.

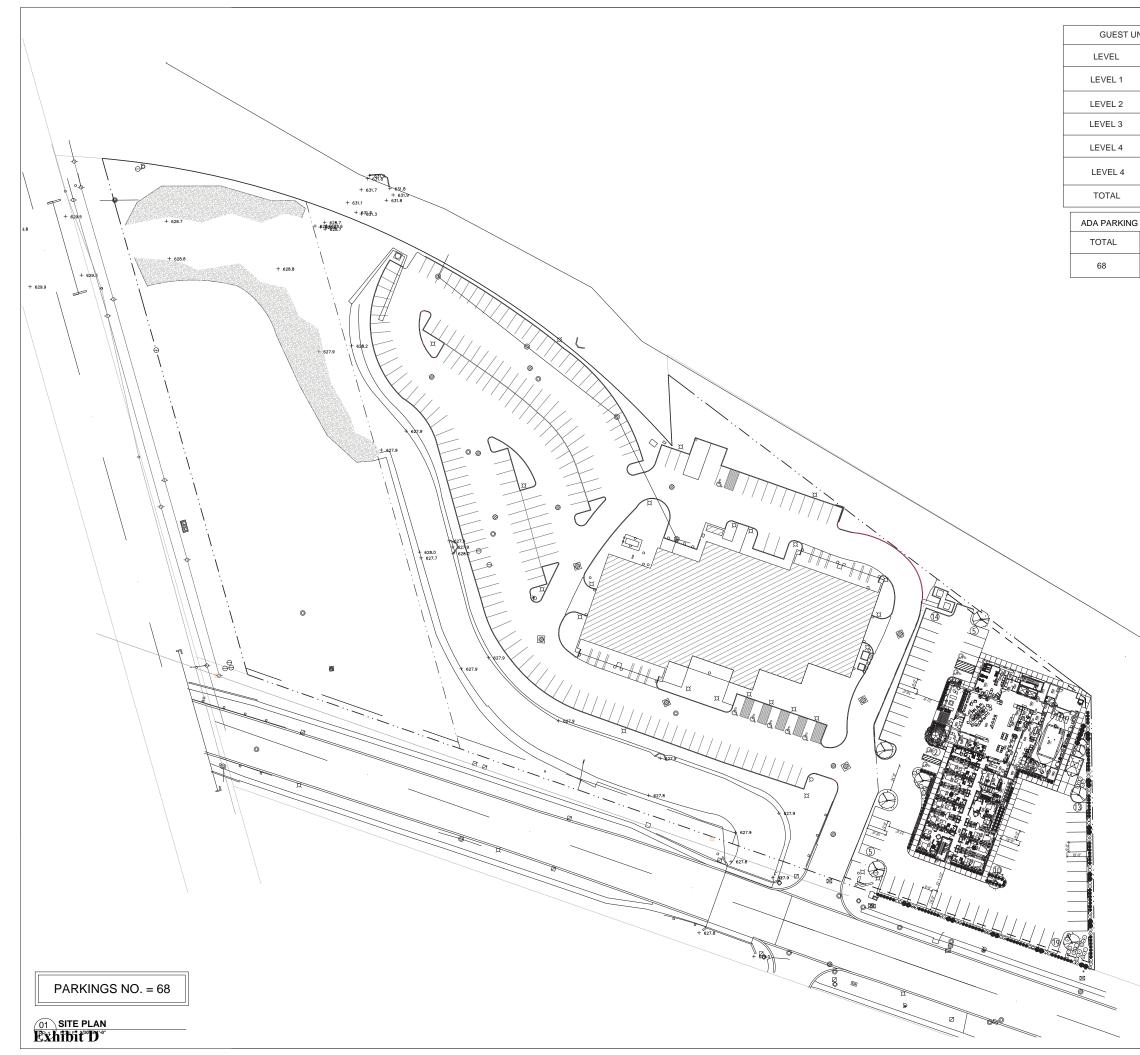
__, ON THIS ___ DAY OF ____

PUBLIC UTILITY EASEMENTS PROVIDED, SHALL BE FOR THE USE OF MUNICIPAL SEWER AND WATER LINES, STORM DRAINAGE AND PUBLIC UTILITY LINES, LINES FOR ANY CABLE TELEVISION FRANCHISE GRANTED BY THE CITY, AND OTHER MUNICIPAL USES.





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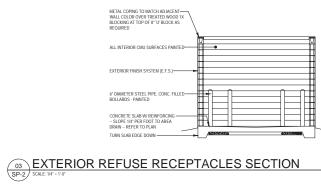


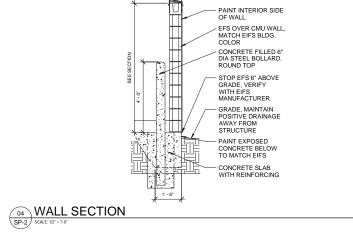
	INIT MATRIX - HOME 2 SUITES, CHICAGO					
	GROSS SQFT	TOTAL GUESTROOMS				
	14,768SF	11				
	12,498 SF	24				
	12,498 SF	24				
	12,498 SF	24				
	12,498 SF	24				
	64,760SF	107				
GREQUIRMENT						

	REQUIRMENT
--	------------

REQUIRED	PROVIDED
4	4

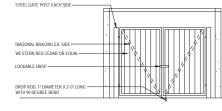




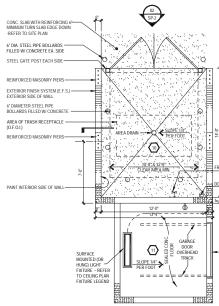


- PT WD PLATE

REF. STRUCTURAL FOR ADDITIONAL INFORMATION





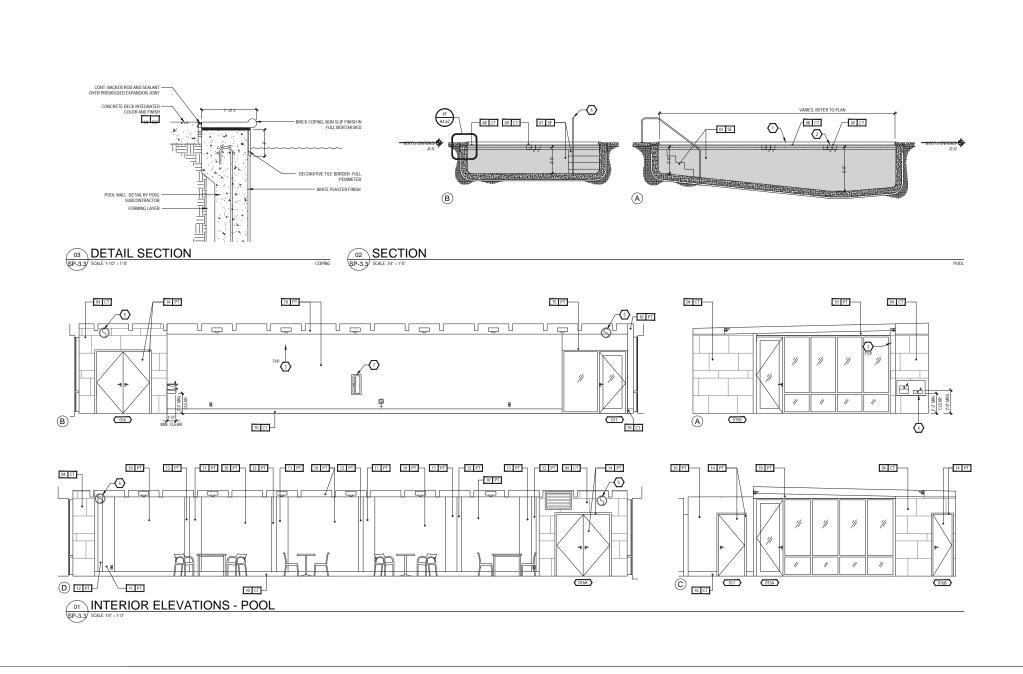


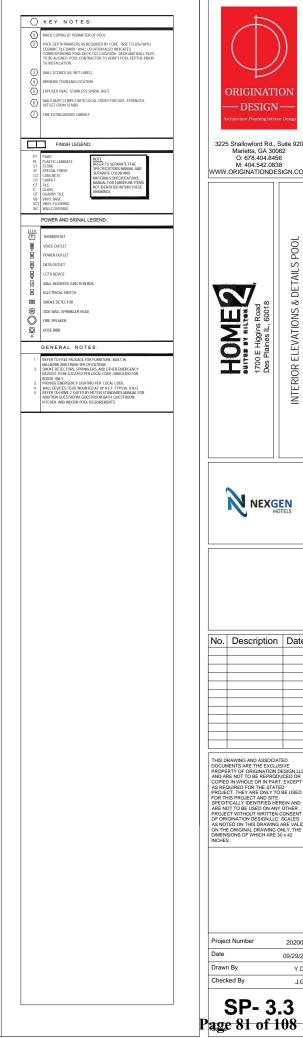
OT EXTERIOR REFUSE RECEPTACLES PLAN

Exhibit D

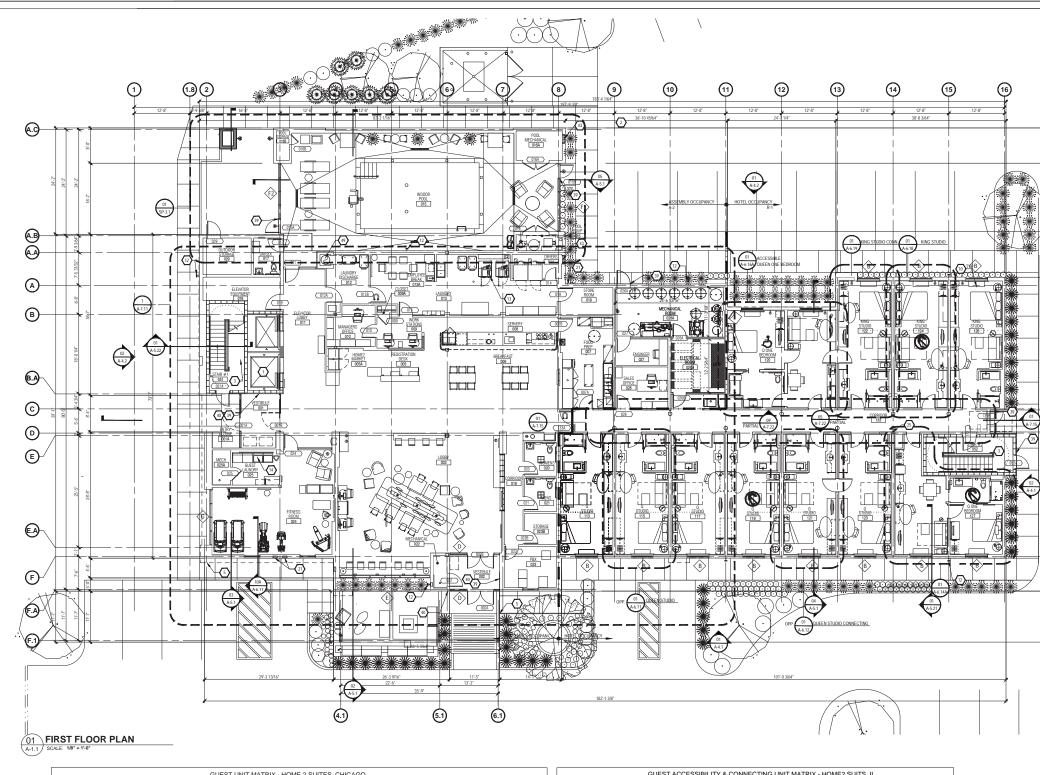
	322	ORIGINATION DESIGN— Architecture: Planning, Interior Design C: 678.404.8456 M: 404.542.0838 WWW.ORIGINATIONDESIGN.COM		
No. Description Date Image: Strain		TTOO E Higgins Road Des Plaines IL, 60018	TRASH ENCLOSURE AND OUTDOOR STORAGE	
Image: Construction of the second s		NEXGEN HOTELS		
Project Number 202005 Date 01/17/21 Drawn By Y.D. Checked By J.G.	No.	Descriptior	n Date	
Project Number 202005 Date 01/17/21 Drawn By Y.D. Checked By J.G.				
Project Number 202005 Date 01/17/21 Drawn By Y.D. Checked By J.G.				
Project Number 202005 Date 01/17/21 Drawn By Y.D. Checked By J.G.				
Date 01/17/21 Drawn By Y.D. Checked By J.G.	THIS D DOCUJ PROPH ANDPH AS RE PROJE PROJE PROJE OF OR ARE N PROJE OF OR AS NO ON TH DIMEN INCHE	THIS DRAWING AND ASSOCIATED DOCUMENTS ARE THE EXCLUSIVE AND ARE NOT DE REPRODUCED OR COPIED N WHOLE OR IN PART, EXCEPT AR REQUIRED FOR THE STATED SPECIFICALLY IDENTIFIED HEREIN AND ARE NOT TO BE USED ON ANY OTHER PRODUCT WHOT IN CONSENS SPECIFICALLY IDENTIFIED HEREIN AND ARE NOT TO BE USED ON ANY OTHER REQUECT WHOLE VALUE ON ANY OTHER REQUECT WHOLE VALUE ON ANY OTHER AS NOTEO ON THIS DRAWING ARE VALUE ON THE ORIGINAL DRAWING ONLY. THE DIMENSIONS OF WHICH ARE 30 x 42 WICHES.		
	Date	n By	01/17/21 Y.D.	







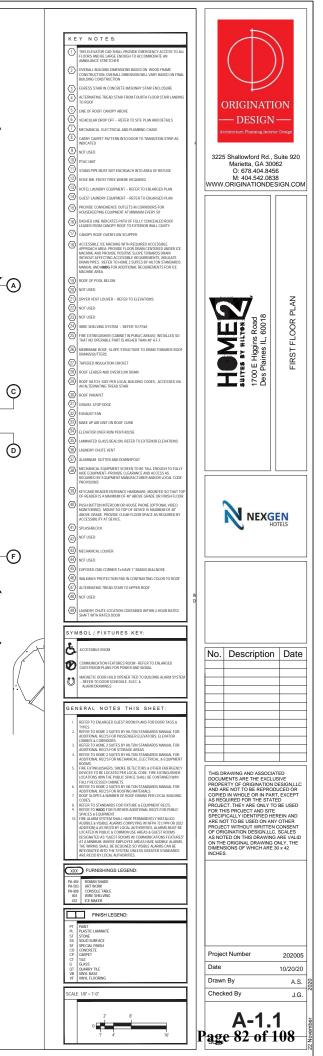


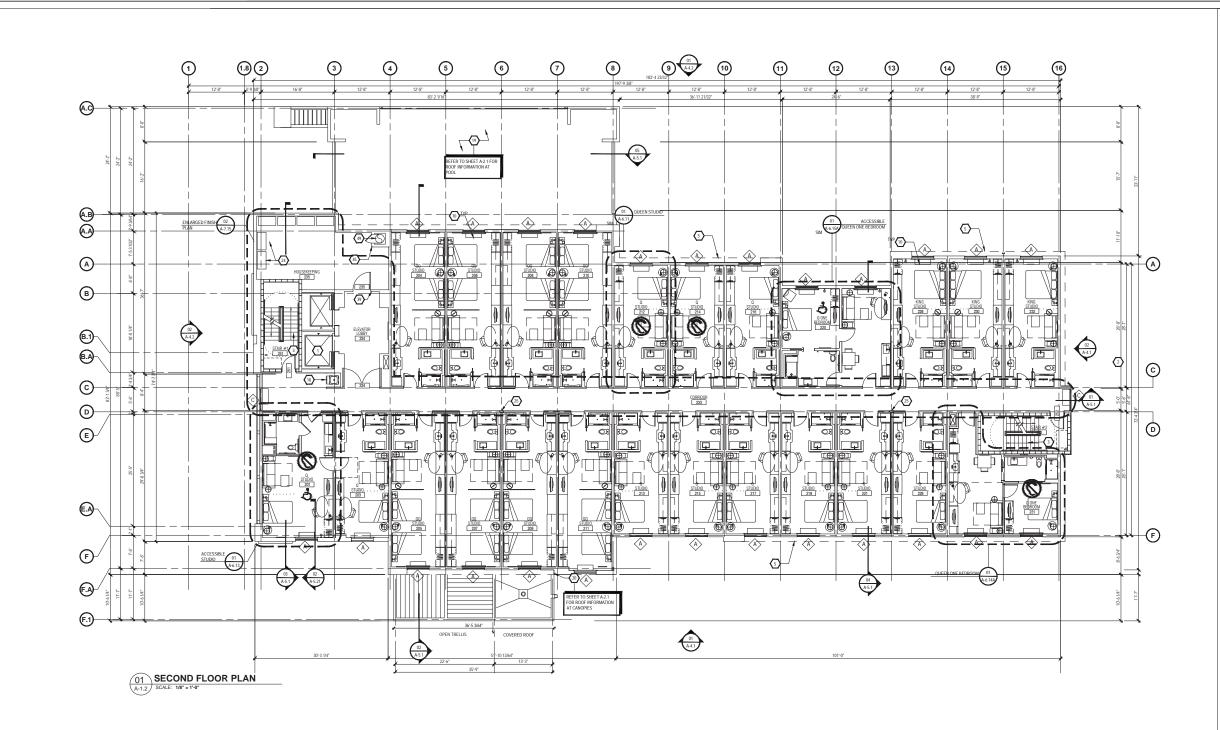


			G	UEST UNIT	MATRIX - HOM	IE 2 SUITES	, CHICAGO					
		ŀ	KING		QUEEN QUEEN QUEEN QUEEN							
				QUEEN ON	QUEEN ONE BEDROOM QUEEN STUDIO							
	FLOOR AREA (SF)	KING STUDIO	KING STUDIO CONNECTING	QUEEN ONE BEDROOM	QUEEN ONE BEDROOM- M.F	QUEEN STUDIO	QUEEN STUDIO CONNECTING	QUEEN STUDIO- M.F R.I.S	QUEEN STUDIO- M.F&C.F R.I.S	QUEEN QUEEN STUDIO	TOTAL	
LEVEL 1	14,768SF	2	1	1	1 con.	4	2	0	0	0	11	
LEVEL 2	12,498 SF	3	0	1	1	9	1	0	1	8	24	
LEVEL 3	12,498 SF	3	0	1	1	9	1	0	1	8	24	
LEVEL 4	12,498 SF	3	0	1	1	9	1	1	0	8	24	
LEVEL 5	12,498 SF	3	0	1	1	9	1	1	0	8	24	
SUBTOTAL		15	1	5	5	39	7	2	2	32		
TOTAL	64,760 SF	14	1	10 50 32						32	107	
PERCENTAGI	ES	13%	1%	9	9%		47	%		30%	100%	

GUEST ACCESSIBILITY & CONNECTING UNIT MA	TRIX - HOME2	2 SUITS ,IL	
TOTAL NUMBER OF GUEST UNITS : 107 UNITS :	NITS		
	UNITS PROVIDED	UNITS PROVIDED	CODE REFERENCE
MOBILITY FEATURES(M.F.) & COMMUNICATION FEATURES (C.F.) ROOM # : 201 , 301	2	2	t.224.2(ADA2010)
MOBILITY FEATURES(M.F.) W/ROLL-IN SHOWER (R-I-S) ROOM # : 401 , 501	2	2	
MOBILITY FEATURES(M.F.) ROOM # : 120,220,320,420,520	5	5	
TOTAL MOBILITY FEATURES	9	9	
COMMUNICATION FEATURES (C.F) ROOM #: 119,124,127,201,212,214,231,301,312,331.419,421	12	12	t.224.2(ADA2010)
CONNECTING ROOMS 121&123,120(M.F)&122,201(M.F)&203,301(M.F.)&303,401(m.F)&403, 501(M.F)&503	12	12	HILTON HOME 2 BRAND STANDARDS S.2510(10%)

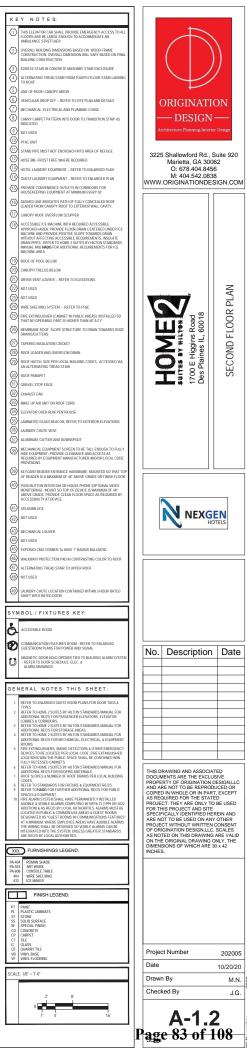
Exhibit D

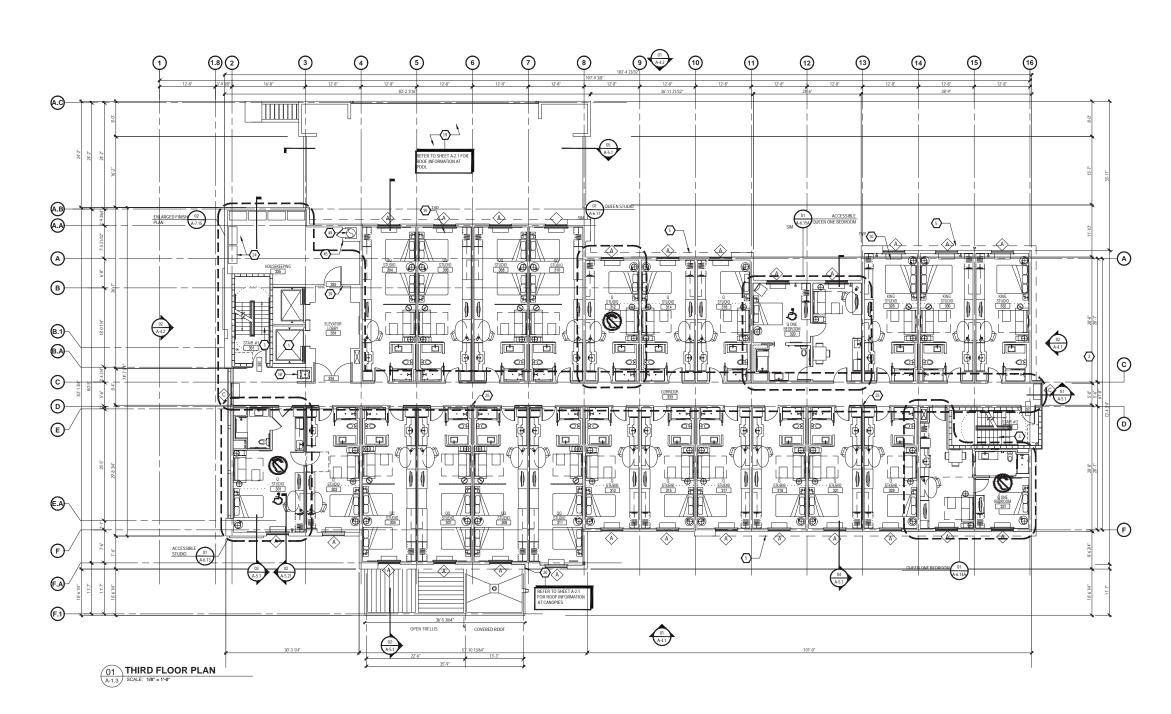




	GUEST UNIT MATRIX - HOME 2 SUITES, CHICAGO											
		٢	(ING				QUEEN			QUEEN QUEEN		
				QUEEN ON	E BEDROOM		QUEEN STUDIO					
	FLOOR AREA (SF)	KING STUDIO	KING STUDIO CONNECTING	QUEEN ONE BEDROOM	QUEEN ONE BEDROOM- M.F	QUEEN STUDIO	QUEEN STUDIO CONNECTING	QUEEN STUDIO- M.F R.I.S	QUEEN STUDIO- M.F&C.F R.I.S	QUEEN QUEEN STUDIO	тот	
LEVEL 1	14,768SF	2	1	1	1 con.	4	2	0	0	0	11	
LEVEL 2	12,498 SF	3	0	1	1	9	1	0	1	8	24	
LEVEL 3	12,498 SF	3	0	1	1	9	1	0	1	8	24	
LEVEL 4	12,498 SF	3	0	1	1	9	1	1	0	8	24	
LEVEL 5	12,498 SF	3	0	1	1	9	1	1	0	8	24	
SUBTOTAL		15	1	5	5	39	7	2	2	32		
TOTAL	64,760 SF	14	1	1	0		50	I		32	107	
percentage	PERCENTAGES 13% 1% 9% 47%									30%	100	

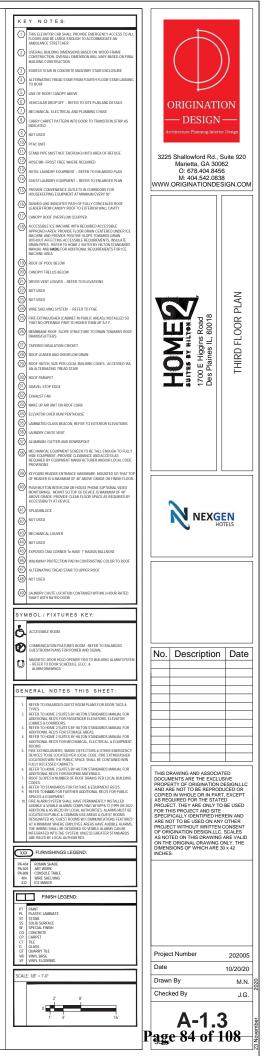
GUEST ACCESSIBILITY & CONNECTING UNIT MA	TRIX - HOME2	2 SUITS ,IL								
TOTAL NUMBER OF GUEST UNITS : 107 UNITS										
	UNITS PROVIDED	UNITS PROVIDED	CODE REFERENCE							
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MOBILITY FEATURES(M.F.) W/ROLL-IN SHOWER (R-I-S) ROOM # : 401 , 501	2	2								
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COMMUNICATION FEATURES (C.F) ROOM #: 119,124,127,201,212,214,231,301,312,331.419,421	12	12	t.224.2(ADA2010)							
CONNECTING ROOMS 121&123,120(M.F)&122,201(M.F)&203,301(M.F.)&303,401(m.F)&403, 501(M.F)&503	12	12	HILTON HOME 2 BRAND STANDARDS S.2510(10%)							

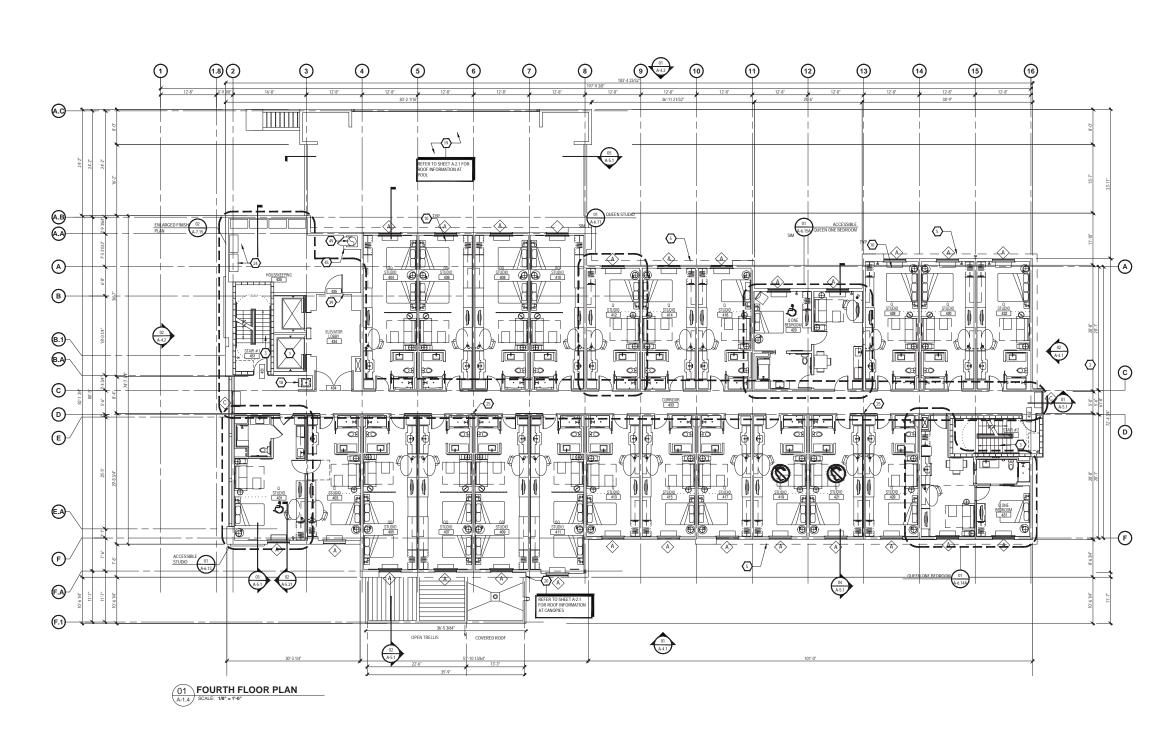




	GUEST UNIT MATRIX - HOME 2 SUITES, CHICAGO											
		٢	KING QUEEN									
				QUEEN ON	E BEDROOM		QUEEN STUDIO					
	FLOOR AREA (SF)	KING STUDIO	KING STUDIO CONNECTING	QUEEN ONE BEDROOM	QUEEN ONE BEDROOM- M.F	QUEEN STUDIO	QUEEN STUDIO CONNECTING	QUEEN STUDIO- M.F R.I.S	QUEEN STUDIO- M.F&C.F R.I.S	QUEEN QUEEN STUDIO	тот	
LEVEL 1	14,768SF	2	1	1	1 con.	4	2	0	0	0	11	
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SUBTOTAL		15	1	5	5	39	7	2	2	32		
TOTAL	64,760 SF	14	1	1	0		50)		32	107	
PERCENTAGES 13% 1% 9% 47%									30%	10		

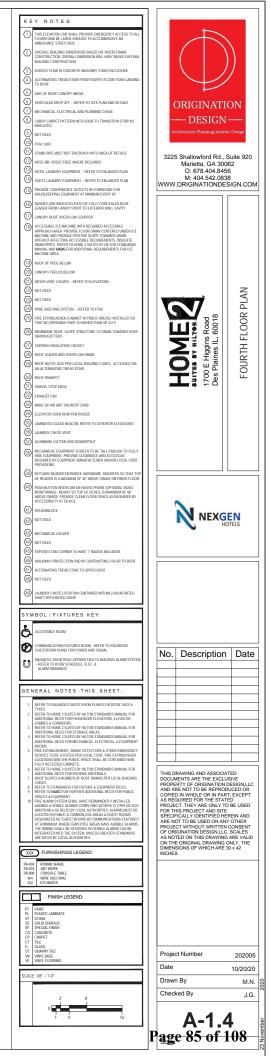
GUEST ACCESSIBILITY & CONNECTING UNIT MA	ATRIX - HOME	2 SUITS ,IL								
TOTAL NUMBER OF GUEST UNITS : 107 UNITS										
	UNITS PROVIDED	UNITS PROVIDED	CODE REFERENCE							
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CONNECTING ROOMS 121&123,120(M.F)&122,201(M.F)&203,301(M.F.)&303,401(m.F)&403, 501(M.F)&503	12	12	HILTON HOME 2 BRAND STANDARDS S.2510(10%)							

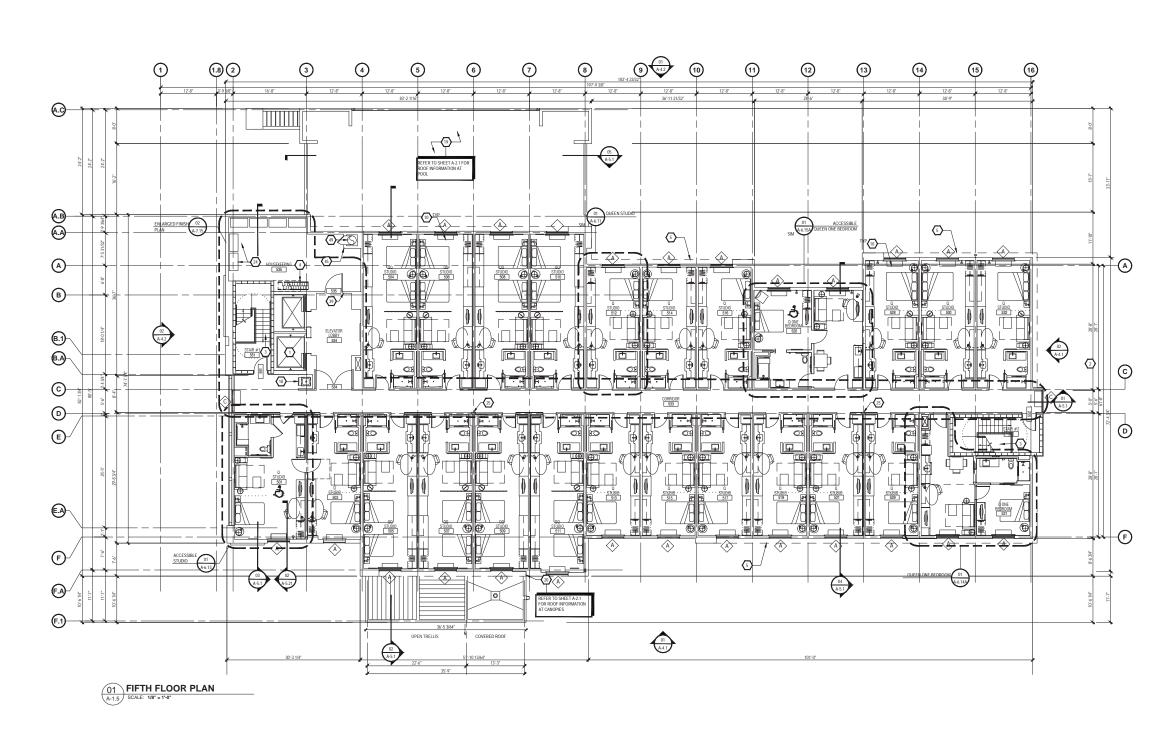




			G	GUEST UNIT I	MATRIX - HOM	IE 2 SUITES	, CHICAGO				
		٢	KING				QUEEN			QUEEN QUEEN	
			QUEEN ONE BEDROOM QUEEN STUDIO								
	FLOOR AREA (SF)	KING STUDIO	KING STUDIO CONNECTING	QUEEN ONE BEDROOM	QUEEN ONE BEDROOM- M.F	QUEEN STUDIO	QUEEN STUDIO CONNECTING	QUEEN STUDIO- M.F R.I.S	QUEEN STUDIO- M.F&C.F R.I.S	QUEEN QUEEN STUDIO	TOTAL
LEVEL 1	14,768SF	2	1	1	1 con.	4	2	0	0	0	11
LEVEL 2	12,498 SF	3	0	1	1	9	1	0	1	8	24
LEVEL 3	12,498 SF	3	0	1	1	9	1	0	1	8	24
LEVEL 4	12,498 SF	3	0	1	1	9	1	1	0	8	24
LEVEL 5	12,498 SF	3	0	1	1	9	1	1	0	8	24
SUBTOTAL		15	1	5	5	39	7	2	2	32	
TOTAL	64,760 SF	14	1	1	0		50)		32	107
	PERCENTAGES 13% 1% 9% 47%									30%	100%
it D			1	1						1	

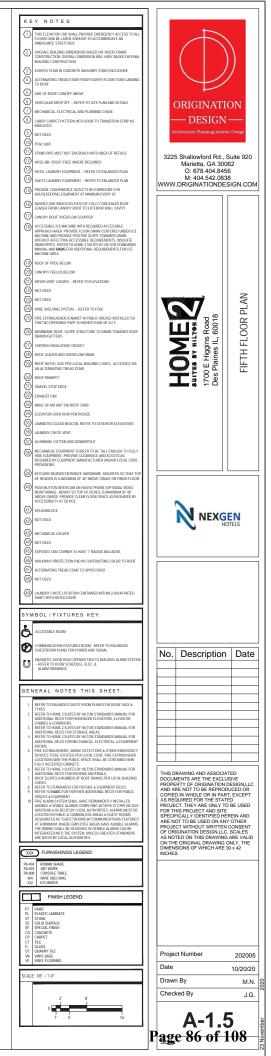
GUEST ACCESSIBILITY & CONNECTING UNIT M/	ATRIX - HOME	2 SUITS ,IL								
TOTAL NUMBER OF GUEST UNITS : 107 UNITS										
	UNITS PROVIDED	UNITS PROVIDED	CODE REFERENCE							
MOBILITY FEATURES(M.F.) & COMMUNICATION FEATURES (C.F.) ROOM # : 201 , 301	2	2	t.224.2(ADA2010)							
MOBILITY FEATURES(M.F.) W/ROLL-IN SHOWER (R-I-S) ROOM # : 401 , 501	2	2								
MOBILITY FEATURES(M.F.) ROOM # : 120,220,320,420,520	5	5								
TOTAL MOBILITY FEATURES	9	9								
COMMUNICATION FEATURES (C.F) ROOM #: 119,124,127,201,212,214,231,301,312,331.419,421	12	12	t.224.2(ADA2010)							
CONNECTING ROOMS 121&123,120(M.F)&122,201(M.F)&203,301(M.F.)&303,401(m.F)&403, 501(M.F)&503	12	12	HILTON HOME 2 BRAND STANDARDS S.2510(10%)							

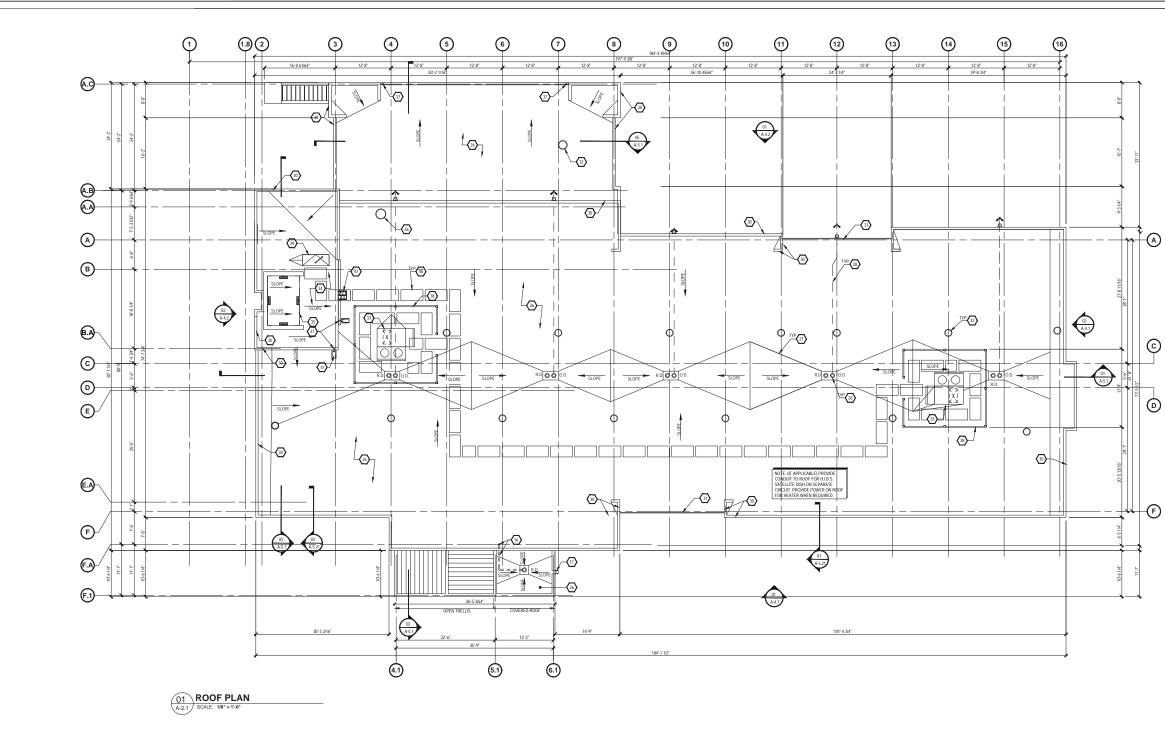




			G	GUEST UNIT I	MATRIX - HON	IE 2 SUITES	, CHICAGO				
		٢	ING				QUEEN			QUEEN QUEEN	
				QUEEN ON	E BEDROOM		QUEEN STUDIO				
	FLOOR AREA (SF)	KING STUDIO	KING STUDIO CONNECTING	QUEEN ONE BEDROOM	QUEEN ONE BEDROOM- M.F	QUEEN STUDIO	QUEEN STUDIO CONNECTING	QUEEN STUDIO- M.F R.I.S	QUEEN STUDIO- M.F&C.F R.I.S	QUEEN QUEEN STUDIO	TOTAL
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TOTAL	64,760 SF	14	1	1	0		50)		32	107
PERCENTAG	ES	13%	1%	g	1%		47	%		30%	100%
it D				1						1	

GUEST ACCESSIBILITY & CONNECTING UNIT MA	TRIX - HOME	2 SUITS ,IL								
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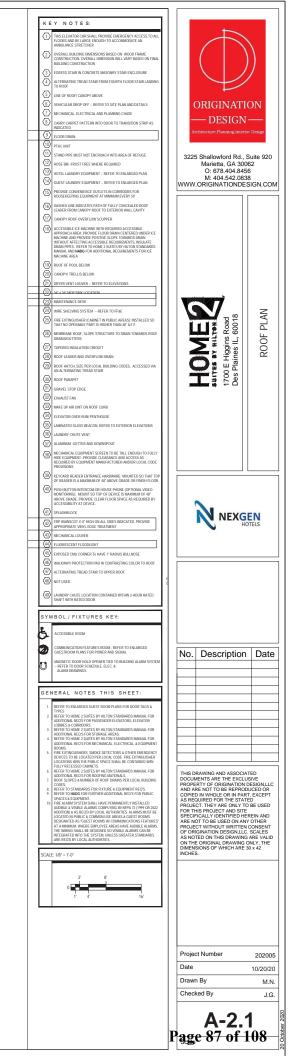




			G	UEST UNIT	MATRIX - HON	IE 2 SUITES	, CHICAGO				
		٢	KING		QUEEN						
				QUEEN ON	QUEEN ONE BEDROOM QUEEN STUDIO						
	FLOOR AREA (SF)	KING STUDIO	KING STUDIO CONNECTING	QUEEN ONE BEDROOM	QUEEN ONE BEDROOM- M.F	QUEEN STUDIO	QUEEN STUDIO CONNECTING	QUEEN STUDIO- M.F R.I.S	QUEEN STUDIO- M.F&C.F R.I.S	QUEEN QUEEN STUDIO	тот/
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LEVEL 2	12,498 SF	3	0	1	1	9	1	0	1	8	24
LEVEL 3	12,498 SF	3	0	1	1	9	1	0	1	8	24
LEVEL 4	12,498 SF	3	0	1	1	9	1	1	0	8	24
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SUBTOTAL		15	1	5	5	39	7	2	2	32	
TOTAL	64,760 SF	14	1	10 50					32	107	
PERCENTAG	ES	13%	1%	g	9%		30%	100			

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MOBILITY FEATURES(M.F.) W/ROLL-IN SHOWER (R-I-S) ROOM # : 401 , 501	2	2	
MOBILITY FEATURES(M.F.) ROOM # : 120,220,320,420,520	5	5	
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CONNECTING ROOMS 121&123,120(M.F)&122,201(M.F)&203,301(M.F.)&303,401(m.F)&403, 501(M.F)&503	12	12	HILTON HOME 2 BRAND STANDARDS S.2510(10%)

Exhibit D



◙

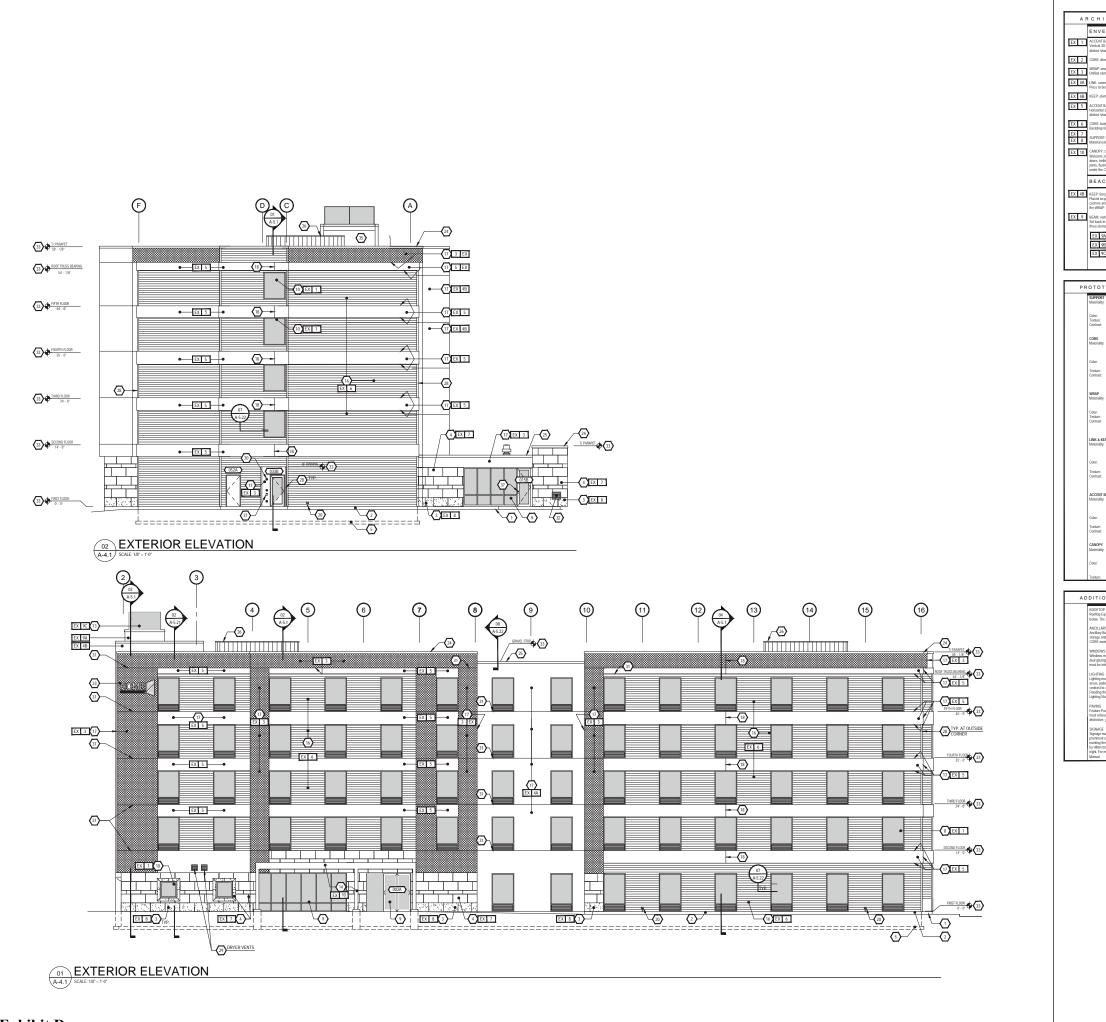
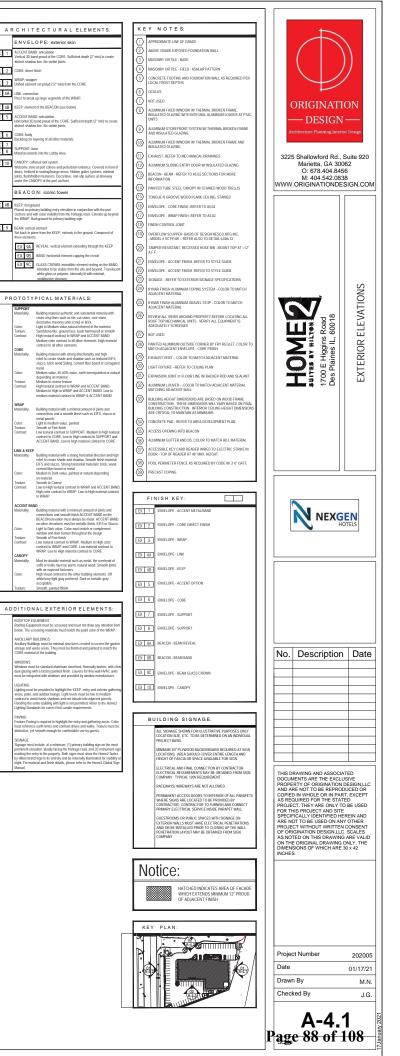
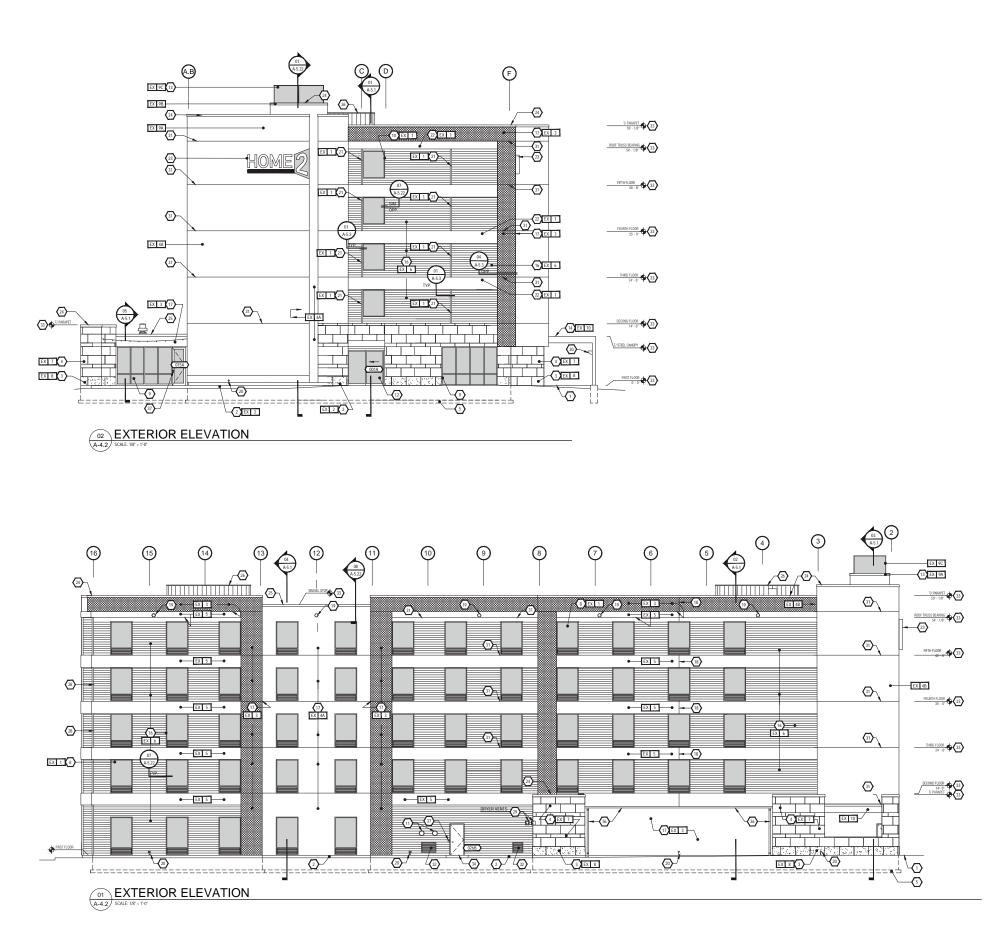


Exhibit D





EX 1

EX 2 0

EX 4A LINK: Piece EX 4B KE EX 5 AC

EX 6 CORE: body

EX 10 CANOF

EX 4B KEEP: for

EX 9 BEAM Set ba

cochere and the WRAP, B

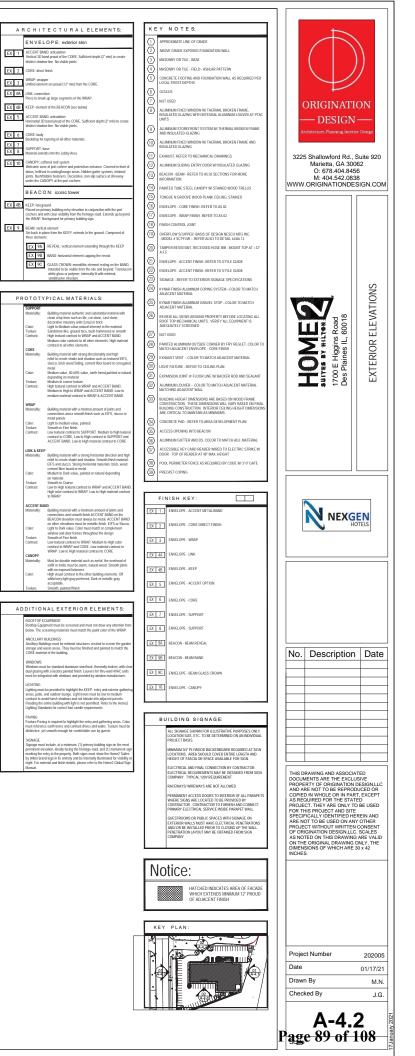
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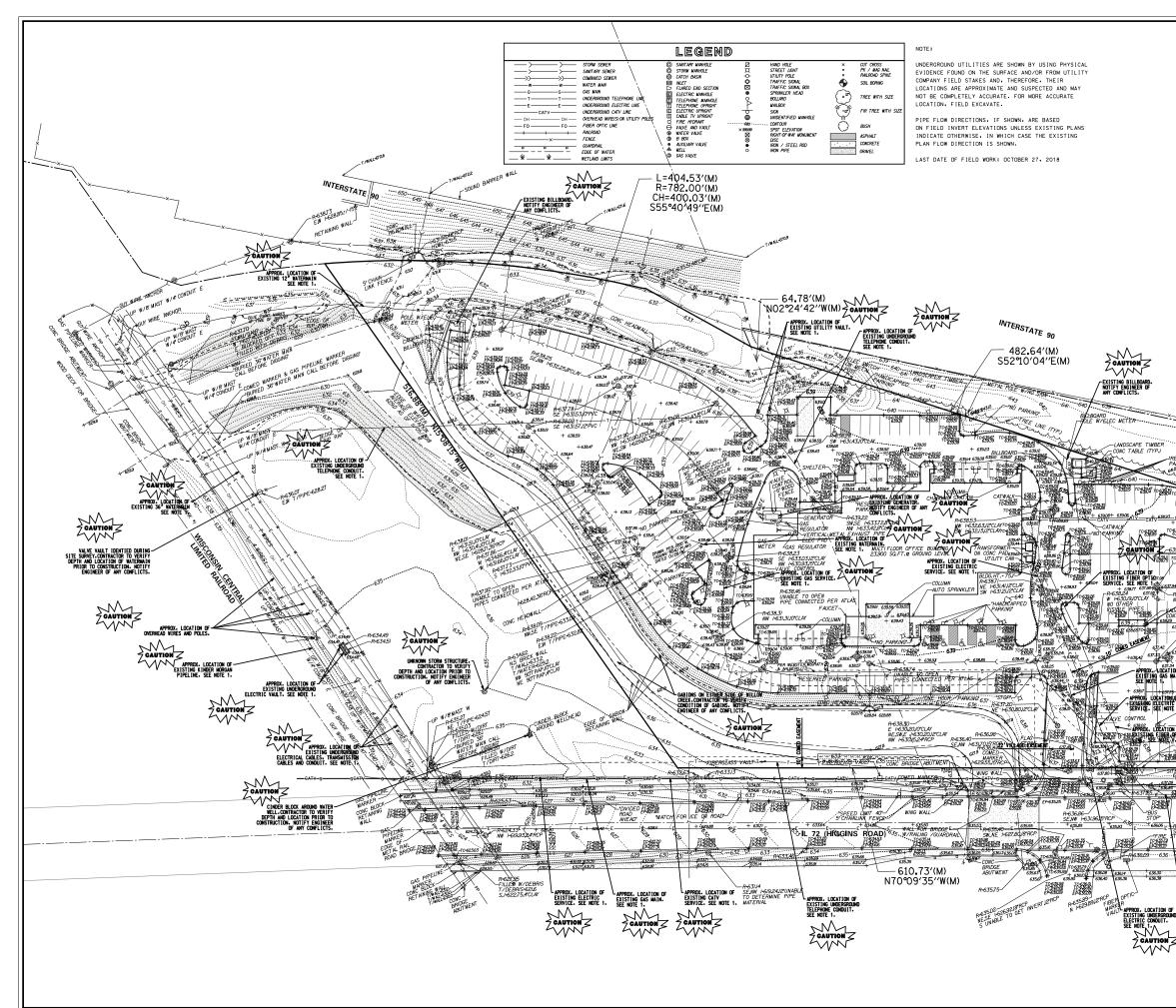
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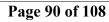
Color: Texture: Contrast

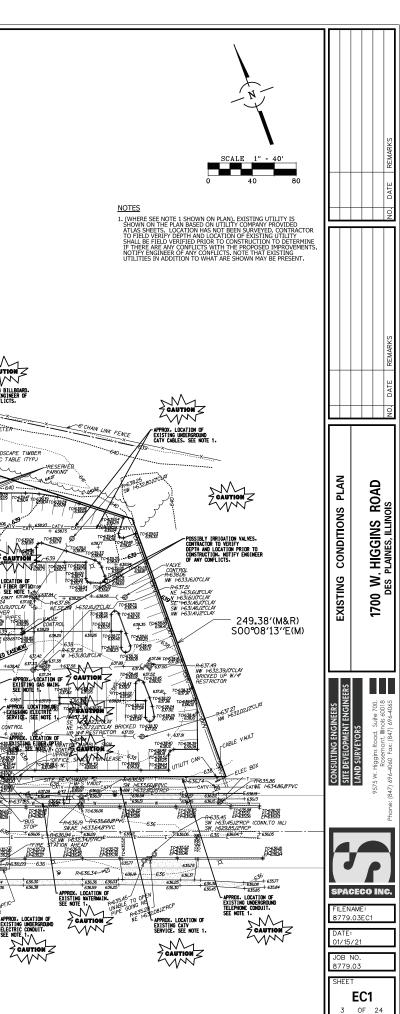
Texture: Contrast:

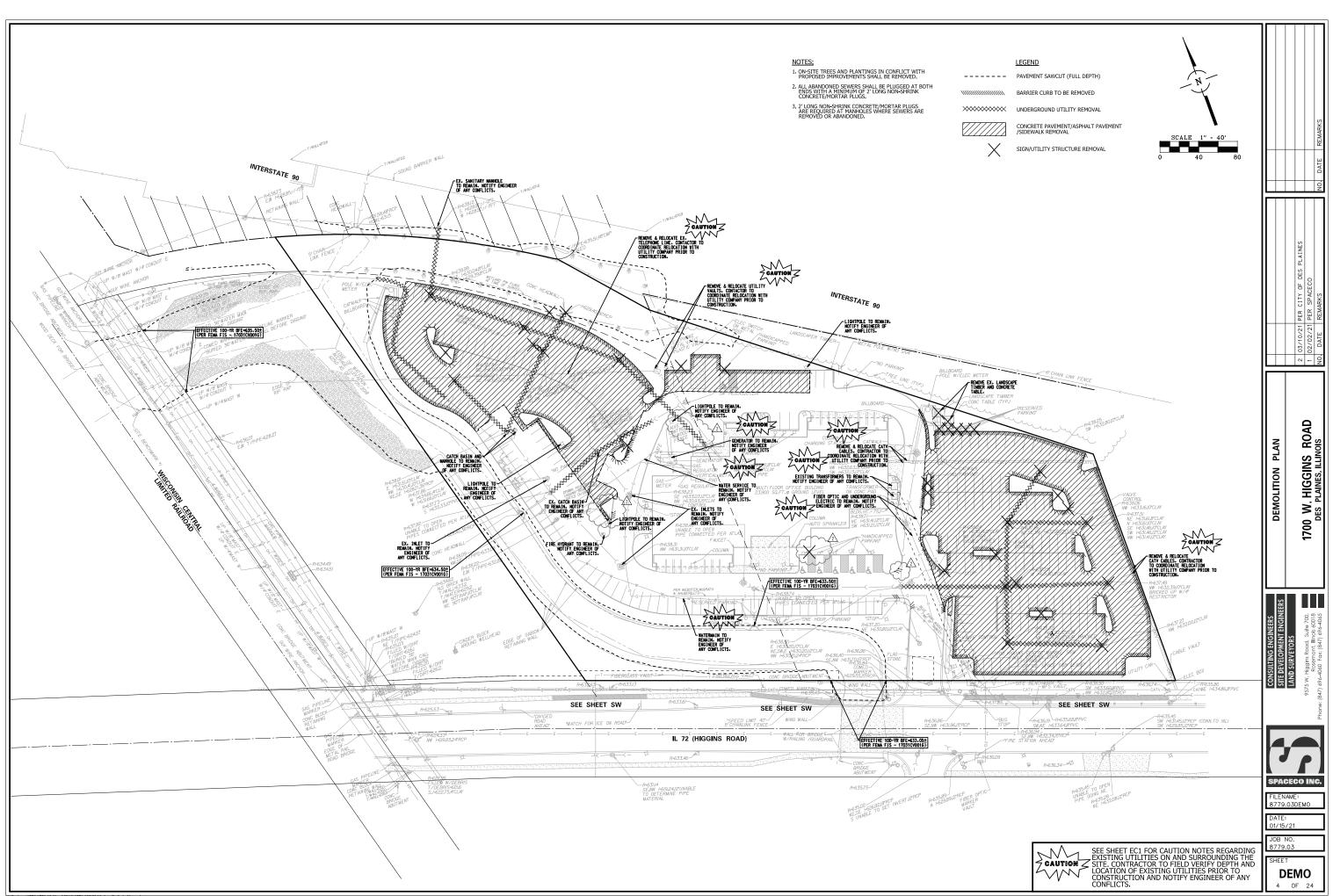
Texture: Contrast:



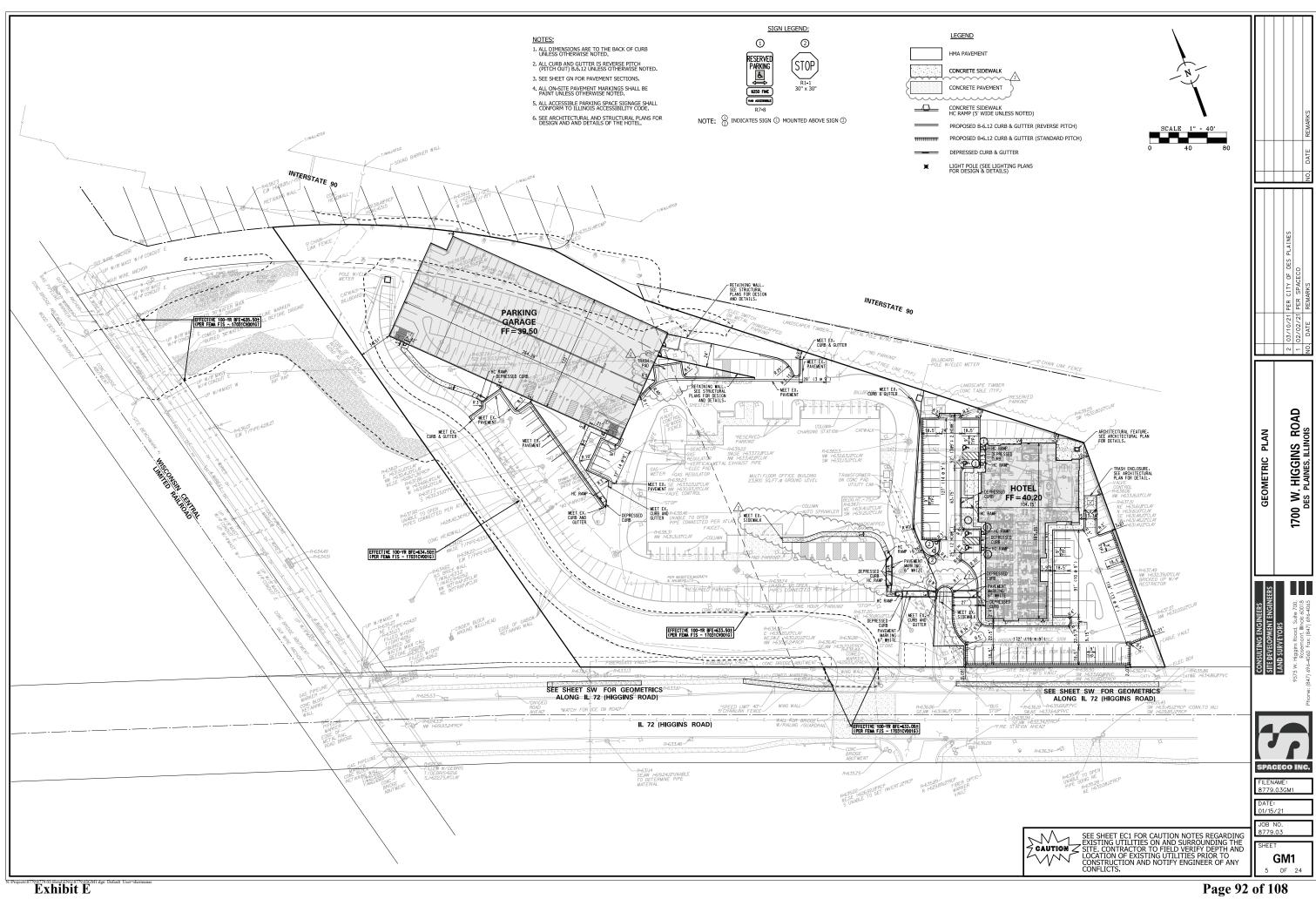


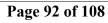


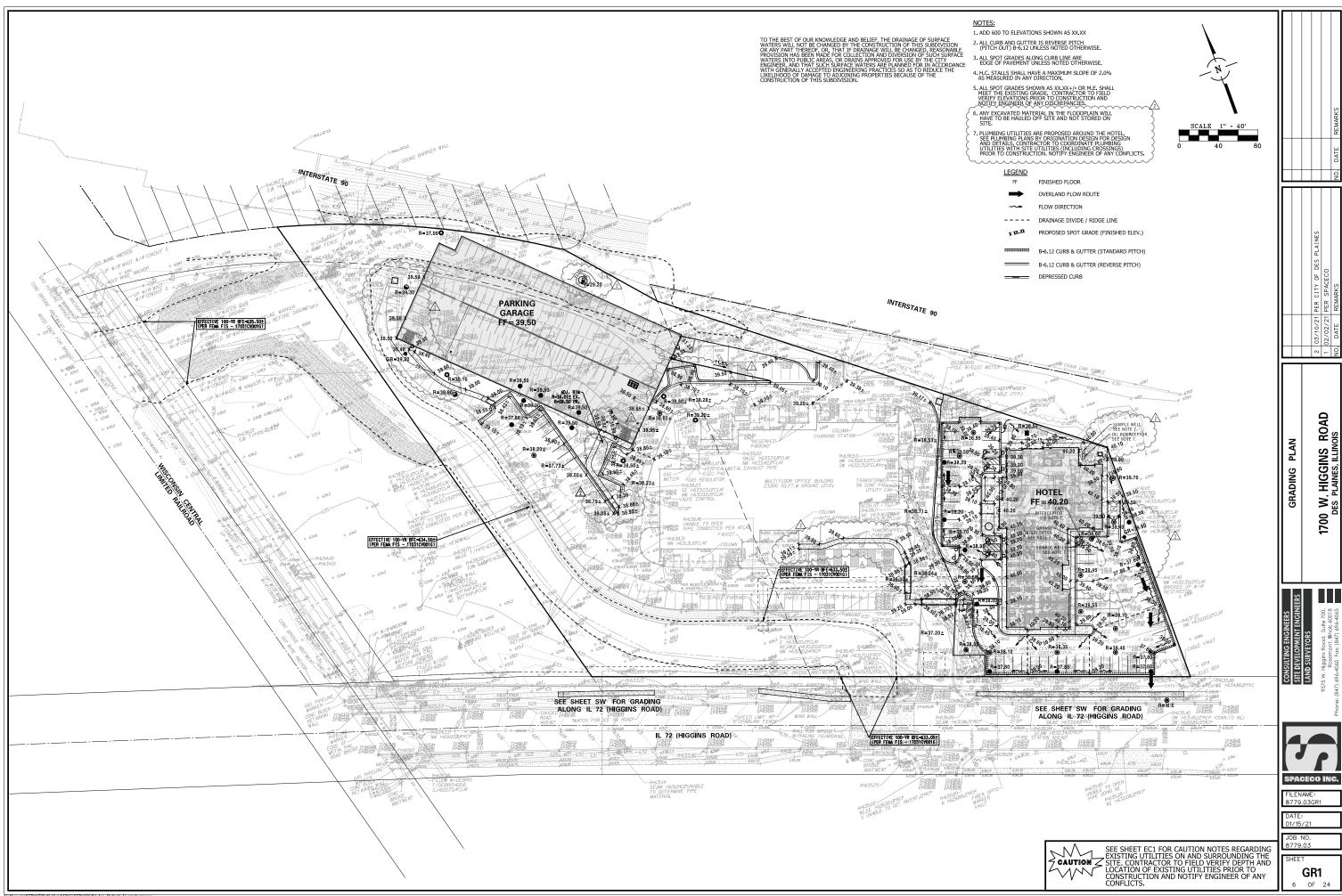




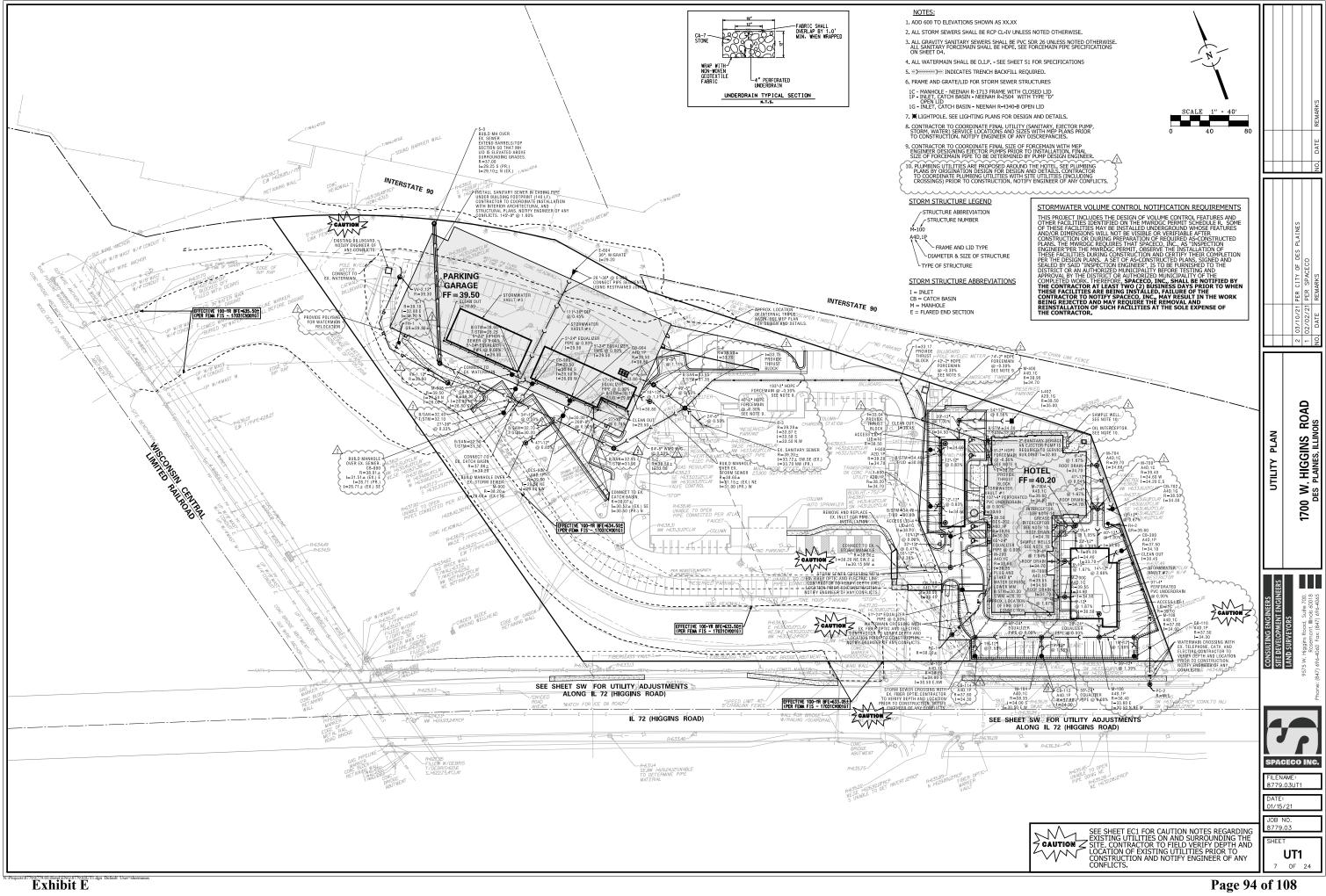
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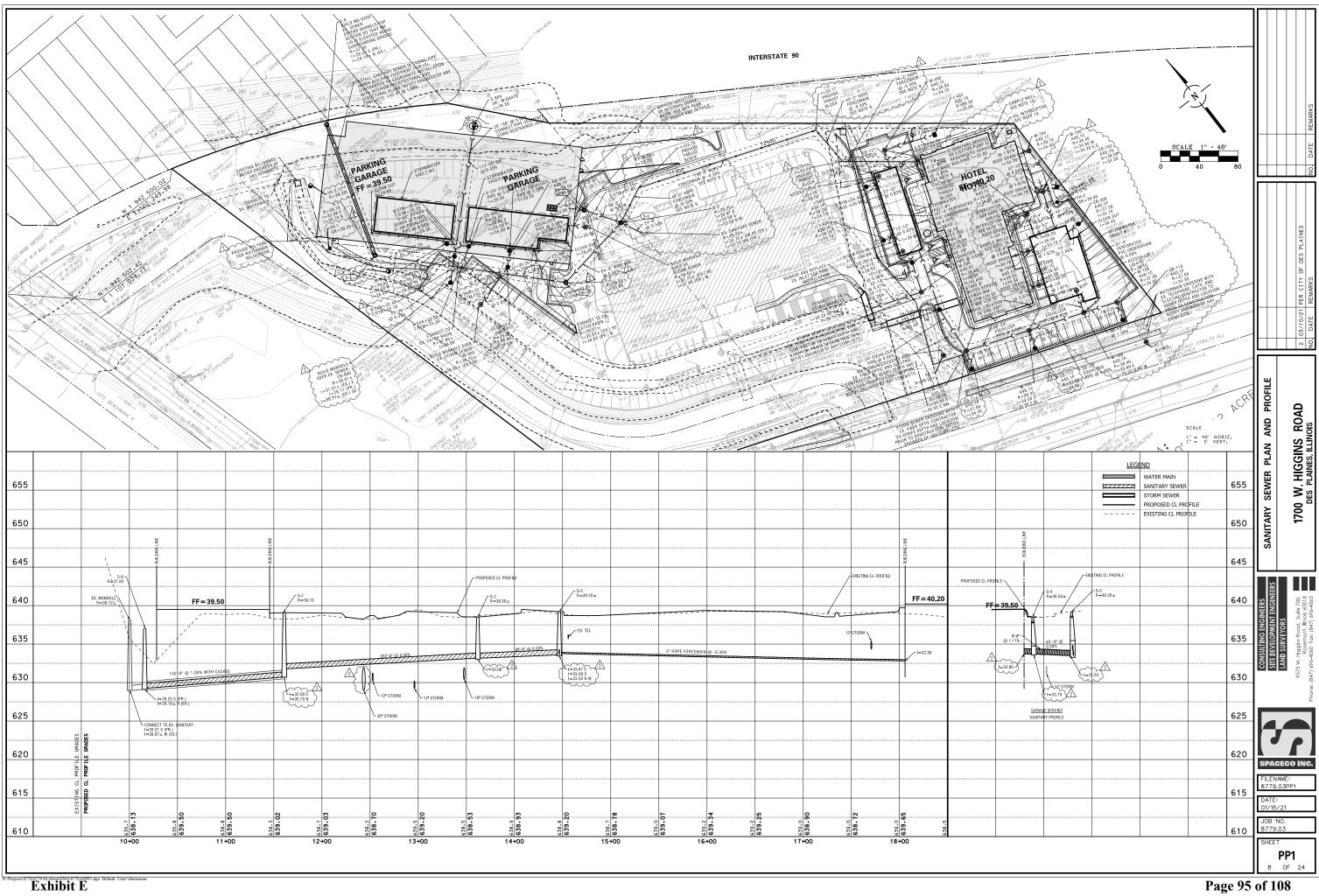


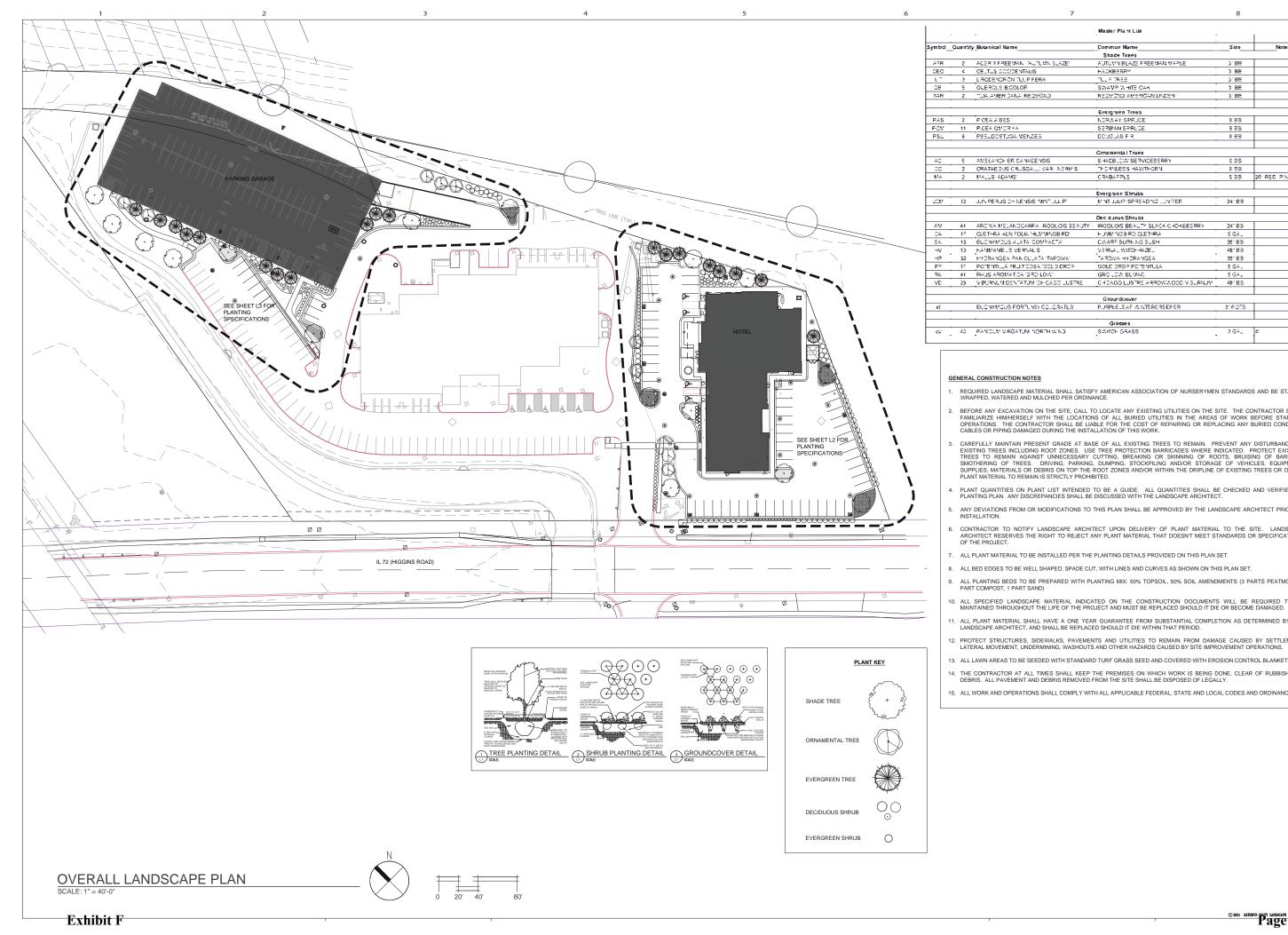


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	Common Name	Size	Notes
	Shade Trees		
IN BLAZE'	AUTUMN BLAZE FREEMAN MAPLE	3188	
	HACKBERRY	3 88	
L.		31BB	
	SWAVP WHITE CAK	3 BE	
0	REDMOND AMERICAN LINDEN	31BB	
	•		
	Evergreen Trees		
	NORAAY SPRUCE	3 55	
	SERBIAN SPRUCE	\$ 85	
	ECUSIAS FR	3 53	-1
	•		
	Groamenta i Traes		
IS	SHADBUC/WISERVICEBERRY	\$ 85	
AR INERMIS	THORNLESS HAWTHORN	8 5 8	
	CRABAPPLS	5 3 8	201 RSD PCM
	• •		
	Evergreen Shrubs		
MT JUL P'	MINT JULP SPREADING LOWPER	24° EB	
	Dec duous Shrubs		
ROQUOIS BEAUTY	IROQUOIS BEAUTY SLACK CHOKEBERRY	24° 85	
/INGB/ED/	HUMMINGBIRD CLETHRA	5 GAL	
PACTA	CWARF BURNING BUSH	36.69	
	VERNAL WITCHHAZEL	48°E3	
TARDIVA'	TARDIVA HYDRANGEA	35163	1
SOLD DRC P	GOLD DROP POTENTILLA	5 GAL	
0%) 0%)	GRC LCW SUMAC	\$ GAL	
CAGO LUSTRE	CHICAGO LUSTRE ARROWACOD VISURNUM	48163	
	Groundcover		
OLORATUS'	PURPLELEAS WINTERCREEPER	31 POTS	
	Grasses		
H W NO	SWITCH GRASS	3 GA.	4

REQUIRED LANDSCAPE MATERIAL SHALL SATISFY AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS AND BE STAKED, WRAPPED, WATERED AND MULCHED PER ORDINANCE.

BEFORE ANY EXCAVATION ON THE SITE. CALL TO LOCATE ANY EXISTING UTILITIES ON THE SITE. THE CONTRACTOR SHALL FAMILIARIZE HIM/HERSELF WITH THE LOCATIONS OF ALL BURIED UTILITIES IN THE AREAS OF WORK BEFORE STARTING OPERATIONS. THE CONTRACTOR SHALL BE LIABLE FOR THE COST OF REPAIRING OR REPLACING ANY BURIED CONDUITS, CABLES OR PIPING DAMAGED DURING THE INSTALLATION OF THIS WORK

CAREFULLY MAINTAIN PRESENT GRADE AT BASE OF ALL EXISTING TREES TO REMAIN. PREVENT ANY DISTURBANCE OF EXISTING TREES INCLUDING ROOT ZONES. USE TREE PROTECTION BARRICADES WHERE INDICATED. PROTECT EXISTING TREES TO REMAIN AGAINST UNNECESSARY CUTTING, BREAKING OR SKINNING OF ROOTS, BRUISING OF BARK OR SMOTHERING OF TREES. DRIVING, PARKING, DUMPING, STOCKPILING AND/OR STORAGE OF VEHICLES, EQUIPMENT, SUPPLIES, MATERIALS OR DEBRIS ON TOP THE ROOT ZONES AND/OR WITHIN THE DRIPLINE OF EXISTING TREES OR OTHER DAVID METALING OF TREES.

. PLANT QUANTITIES ON PLANT LIST INTENDED TO BE A GUIDE. ALL QUANTITIES SHALL BE CHECKED AND VERIFIED ON PLANTING PLAN. ANY DISCREPANCIES SHALL BE DISCUSSED WITH THE LANDSCAPE ARCHITECT.

ANY DEVIATIONS FROM OR MODIFICATIONS TO THIS PLAN SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.

CONTRACTOR TO NOTIFY LANDSCAPE ARCHITECT UPON DELIVERY OF PLANT MATERIAL TO THE SITE. LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL THAT DOESN'T MEET STANDARDS OR SPECIFICATIONS

ALL PLANT MATERIAL TO BE INSTALLED PER THE PLANTING DETAILS PROVIDED ON THIS PLAN SET.

8. ALL BED EDGES TO BE WELL SHAPED, SPADE CUT, WITH LINES AND CURVES AS SHOWN ON THIS PLAN SET.

9. ALL PLANTING BEDS TO BE PREPARED WITH PLANTING MIX: 50% TOPSOIL, 50% SOIL AMENDMENTS (3 PARTS PEATMOSS, 1 PART SAND)

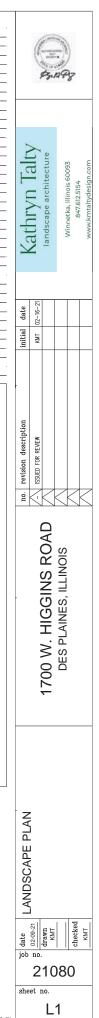
10. ALL SPECIFIED LANDSCAPE MATERIAL INDICATED ON THE CONSTRUCTION DOCUMENTS WILL BE REQUIRED TO BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT AND MUST BE REPLACED SHOULD IT DIE OR BECOME DAMAGED.

11. ALL PLANT MATERIAL SHALL HAVE A ONE YEAR GUARANTEE FROM SUBSTANTIAL COMPLETION AS DETERMINED BY THE LANDSCAPE ARCHITECT, AND SHALL BE REPLACED SHOULD IT DIE WITHIN THAT PERIOD.

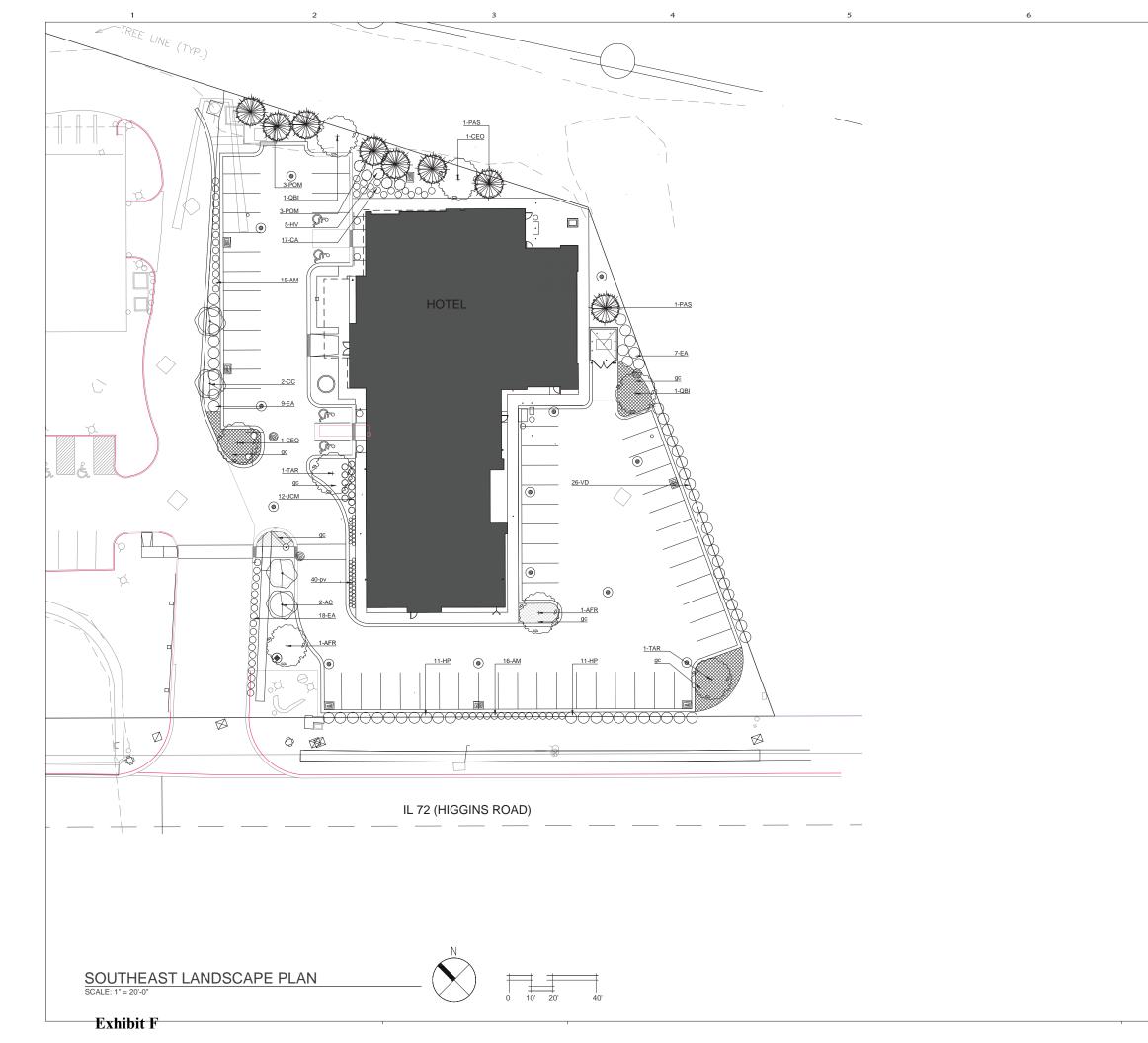
12. PROTECT STRUCTURES, SIDEWALKS, PAVEMENTS AND UTILITIES TO REMAIN FROM DAMAGE CAUSED BY SETTLEMENT, LATERAL MOVEMENT, UNDERMINING, WASHOUTS AND OTHER HAZARDS CAUSED BY SITE IMPROVEMENT OPERATIONS.

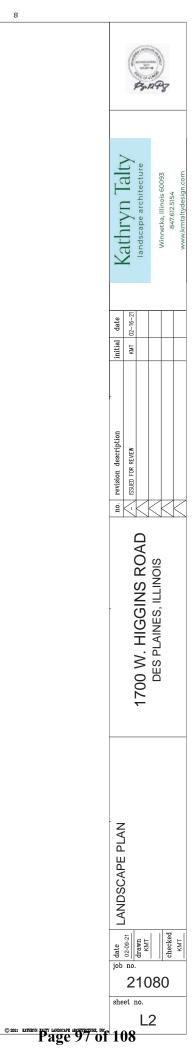
14. THE CONTRACTOR AT ALL TIMES SHALL KEEP THE PREMISES ON WHICH WORK IS BEING DONE, CLEAR OF RUBBISH AND

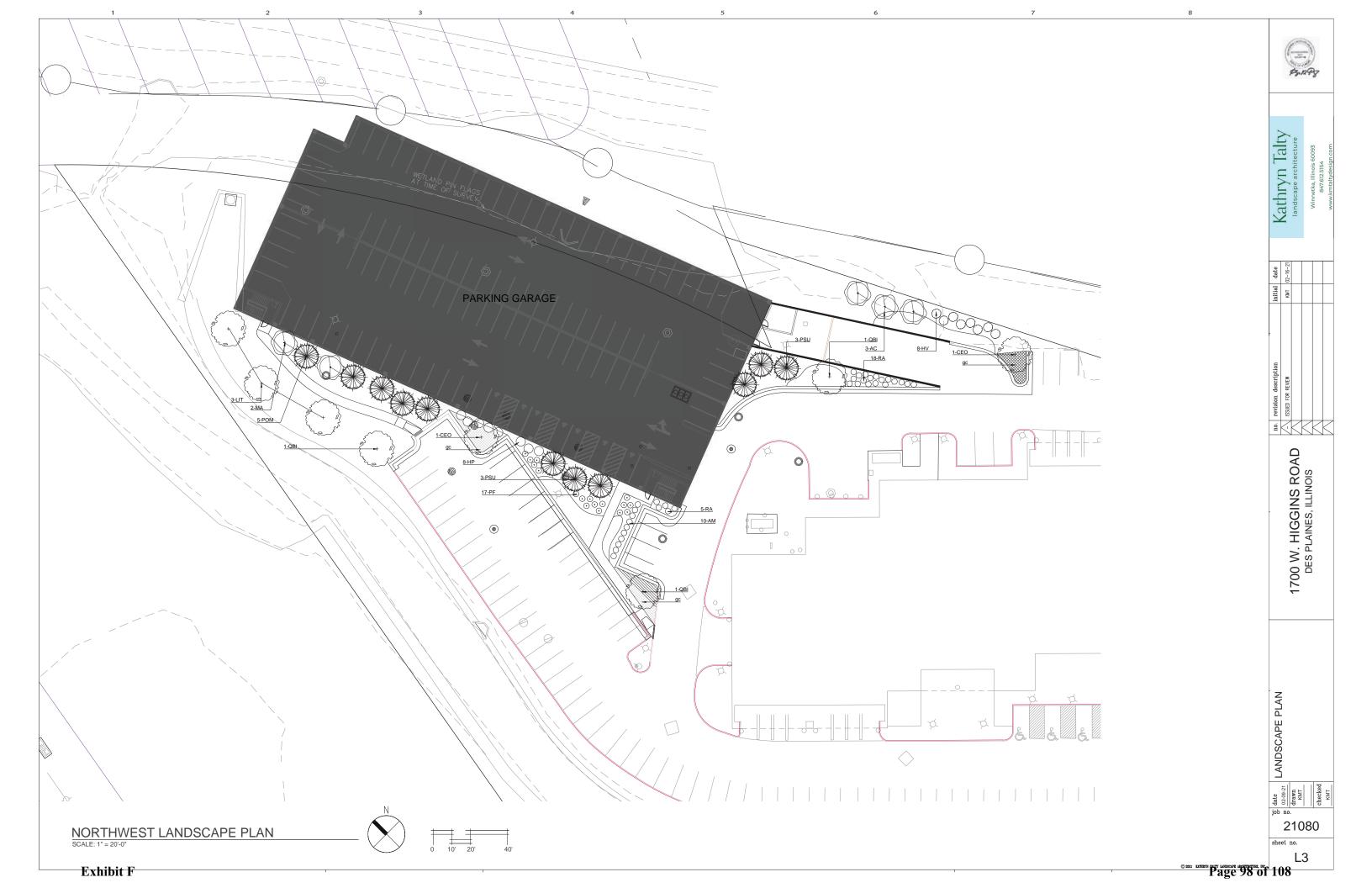
15. ALL WORK AND OPERATIONS SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES AND ORDINANCES.

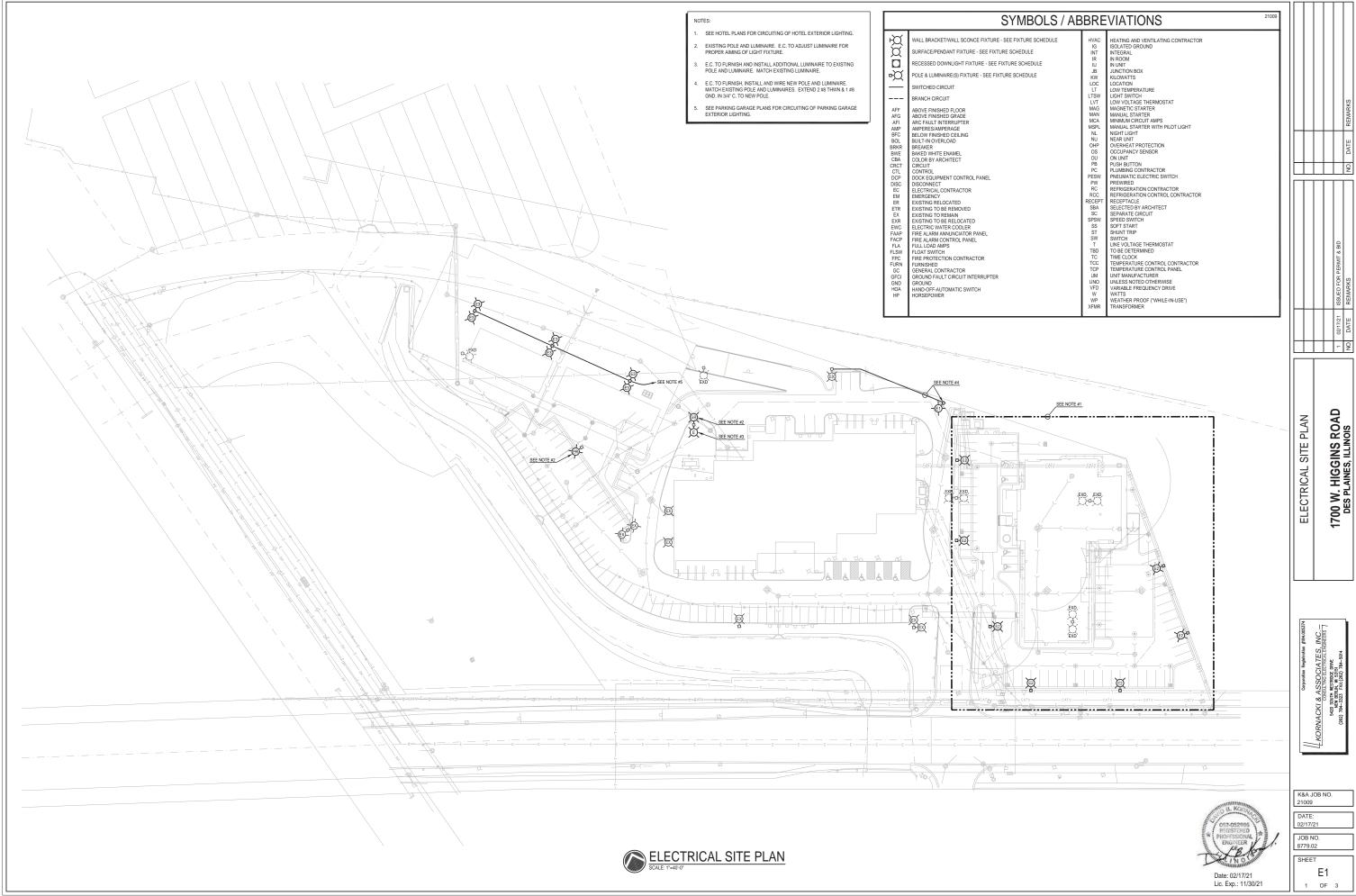


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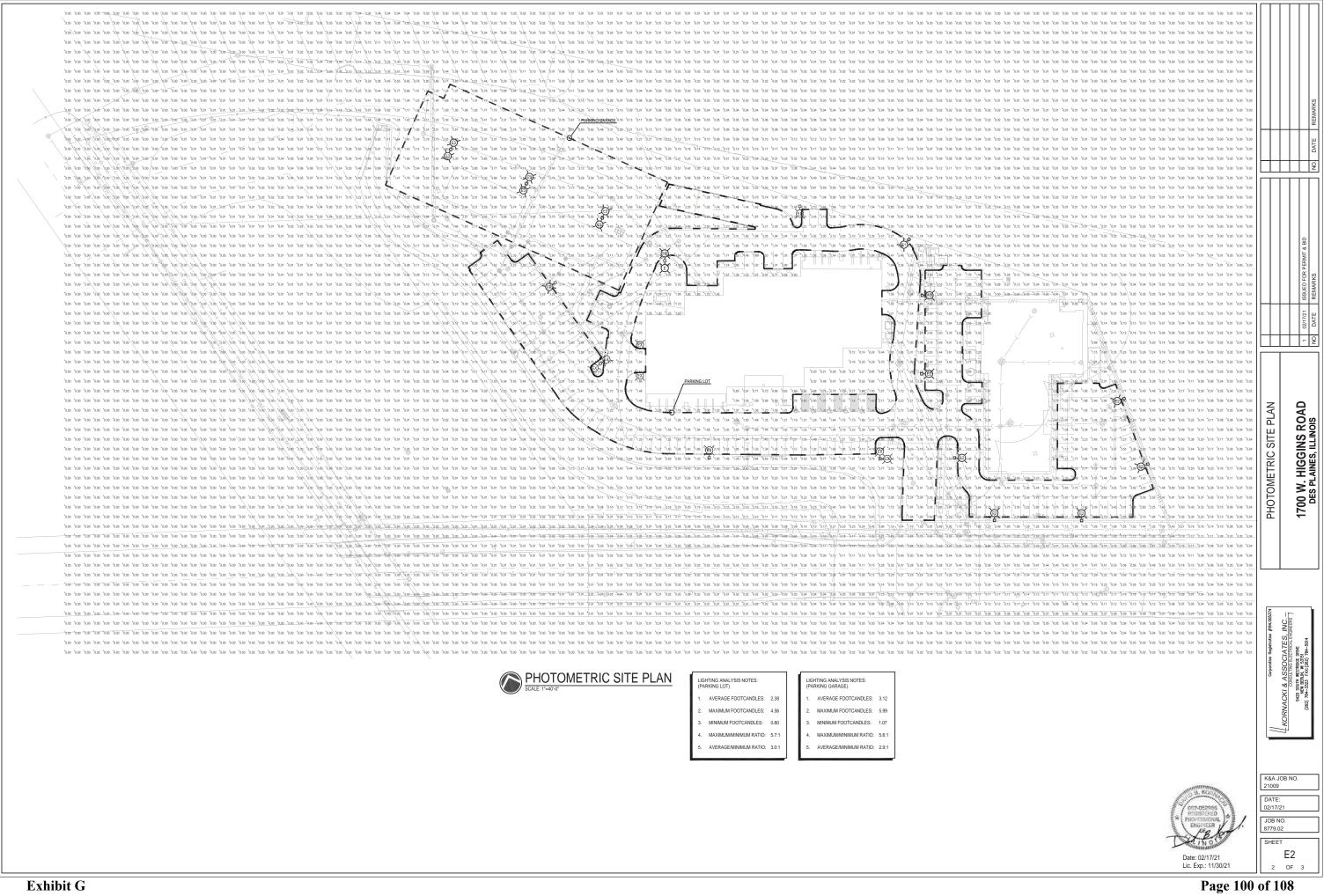




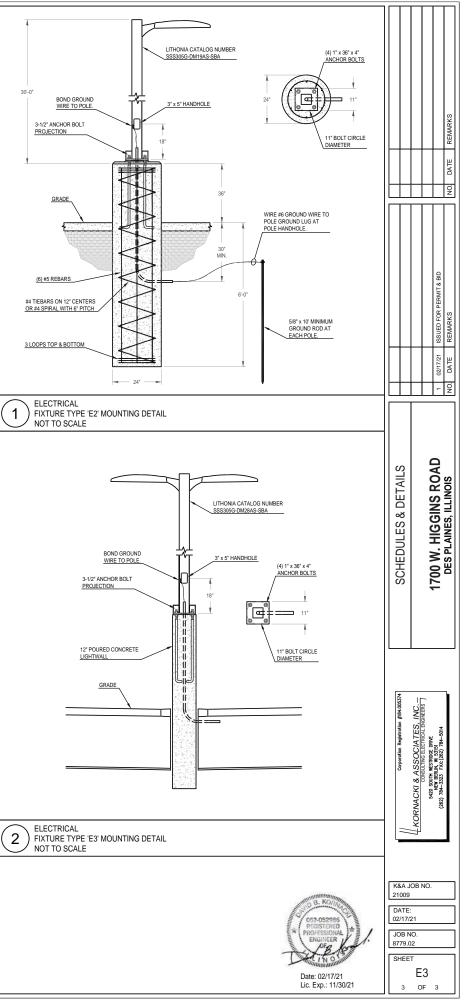




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	INPUT WATTS	VOLTS	LUMENS	COLOR TEMP	C 70+ 80	DESCRIPTION		MANUFACTURER	CATALOG NUMBER	SHIELDING	FINISH	MOUNTING	CON	REMOTE SEE NOTES		
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E1						POLE & LUMINAIRE			MATCH EXISTING		MATCH EXISTING	MATCH EXISTING POLE & LUMINAIRE		х		
E2	183	VERIFY	20746	4000K	•	POLE & LUMINAIRE		LITHONIA	DSX1 LED-P7-40K-T3M-MVOLT-SPA-SBA		SBA	SEE DETAIL 1/E3		x	_	
E3	(2) 183	VERIFY	20746	4000K	•	POLE & (2) LUMINAIR	S	LITHONIA	(2) DSX1 LED-P7-40K-T3M-MVOLT-SPA-SBA		SBA	SEE DETAIL 2/E3		х		
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3-1/2" ANCHOR BOLT PROJECTION

GRADE

(6) #5 REBARS_

3 LOOPS TOP & BOTTOM

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EXHIBIT H

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Mariner Higgins Centre, LLC ("*Applicant*") is the owner of the real property located at 1700 W. Higgins Road, which is referred to herein as the ("*Subject Property*"); and

WHEREAS, the Subject Property is located in the C-3 General Commercial District of the City; and

WHEREAS, in 2019, the City Council adopted Ordinance Z-9-19 approving a conditional use for a local alternative sign regulation ("*LASR*"), tentative plat of subdivision, map amendment, and preliminary planned unit development (collectively, the "*Preliminary PUD*"); and

WHEREAS, on August 19, 2019, the City Council adopted, Ordinance Z-21-19, approving a conditional use for final planned unit development ("*Final Planned Unit Development*"), a final plat of resubdivision ("*Final Plat*"), and major variations ("*Variations*") for the Subject Property to allow the redevelopment of the existing office building development, which includes a 139,000 square foot office building ("*Building*") and multiple parking lots totaling 358 outdoor spaces and indoor parking lots totaling 28-spaces ("*Parking Lots*") (collectively, the Final Planned Unit Development, the Final Plat, and the LASR are the "*Initial Approvals*"); and

WHEREAS, the Applicant proposes to alter the original redevelopment plan for the Subject Property previously approved under Ordinance Z-21-19 to provide for (i) the construction of a four-story, 107-room hotel and (ii) a 207-space multi-deck parking garage ("*Parking Garage*") in place of the previously approved surface parking lot/bridge over Willow Creek (collectively, "*Proposed Improvements*"); and

WHEREAS, the Proposed Improvements constitute a major change to the Planned Unit Development approved by Ordinances Z-9-19 and Z-21-19 (collectively, the "*Initial PUD Approvals*") pursuant to Section 12-3-5.G.1 of the Des Plaines Zoning Ordinance of 1998, as amended ("*Major Amendment*"); and

WHEREAS, the Applicant, through its agent Mark Rogers of Liston & Tsantilis Law Office (collectively with the Applicant, the "*Petitioner*"), has applied to the City of Des Plaines for approval of the Major Amendment to the PUD Approvals to allow for Proposed Improvements on the Subject Property ("*Requested Relief*"); and

WHEREAS, Ordinance No. Z-44-21 adopted by the City Council of the City of Des Plaines on September 20, 2021 ("Ordinance"), grants approval of the Requested Relief, subject to certain conditions; and

WHEREAS, the Applicant desires to evidence to the City its unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in the Ordinance, and the Applicant desires to evidence its consent to recording the Ordinance against the Subject Property;

NOW, THEREFORE, the Applicant does hereby agree and covenant as follows:

- 1. The Applicant shall, and does hereby, unconditionally agree to, accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. Z-44-21, adopted by the City Council on September 20, 2021.
- 2. The Applicant acknowledges and agrees that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's review and approval of any plans for the Subject Property, or the issuance of any permits for the use and development of the Subject Property, and that the City's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure the Applicant against damage or injury of any kind and at any time.
- 3. The Applicant acknowledges that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the procedures required by Section 124-7 of the City's Zoning Ordinance are followed.
- 4. The Applicant agrees to and does hereby hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the City's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Subject Property, and (d) the performance by the Applicant of its obligations under this Unconditional Agreement and Consent.
- 5. The Applicant shall, and does hereby agree to, pay all expenses incurred by the City in defending itself with regard to any and all of the claims mentioned in this Unconditional Agreement and Consent. These expenses shall include all out-ofpocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the City.

[SIGNATURE PAGE FOLLOWS]

ATTEST:

MARINER HIGGINS CENTRE, LLC

SUBSCRIBED and	d SWORN to	Name:	
before me this	day of		
	, 2021.	Its:	

Notary Public

CITY OF DES PLAINES

ORDINANCE Z - 45 - 21

AN ORDINANCE VACATING AN UNIMPROVED PORTION OF WEBSTER AVENUE PUBLIC RIGHT-OF-WAY

WHEREAS, Mariner Higgins Centre, LLC ("Owner") is the current record title holder of that certain real property commonly known as 1700 W. Higgins Road, Des Plaines, Illinois ("Subject Property"); and

WHEREAS, the Subject property is currently improved with a 139,000-square-foot office building ("*Office Building*") which the Owner has recently improved with approximately \$3.8 million in renovations; and

WHEREAS, the Owner desires to redevelop the Subject Property with a 207-space multideck parking garage. ("*Parking Garage*"); and

WHEREAS, the configuration of the proposed Parking Garage will extend outside the original bounds of the Subject Property onto an unimproved portion of the Webster Avenue public right-of-way; and

WHEREAS, in order to construct the Parking Garage, the Owner is requesting the City of Des Plaines to vacate an unimproved portion of the Webster Avenue public right-of-way (the *"Vacation Parcel"*) as depicted in *Exhibit A*; and

WHEREAS, the Subject Property is zoned C-3, General Commercial District.

WHEREAS, JMS Appraisal Group, Inc. performed an appraisal of the Vacation Parcel on behalf of the City and determined the value of the Vacation Parcel to be \$25,000; and

WHEREAS, the City has the power to vacate the Vacation Parcel pursuant to Section 11-91-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-91-1 et seq.

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;

<u>SECTION 1</u>: <u>**RECITALS**</u>. 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 this

Ordinance.

SECTION 2: JURISDICTION. The City Council does hereby certify that the Subject Property is located entirely within the corporate limits of the City of Des Plaines and is subject to the jurisdiction of the City of Des Plaines.

SECTION 3: VACATION. Subject to the conditions set forth in Section 6 of this Ordinance, and pursuant to Section 11-91-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-91-1 *et seq.*, the Vacation Parcel is hereby vacated.

<u>SECTION 4</u>: <u>PLAT OF VACATION</u>. The Plat of Vacation accurately depicting the Vacation Parcel attached to this Ordinance as *Exhibit A* is, by this reference, made a part hereof.

SECTION 5: OWNERSHIP AND ZONING. Upon the vacation provided for in Section 3 of this Ordinance becoming effective pursuant to the terms and conditions of this Ordinance, fee ownership of the Vacation Parcel shall vest in and inure to the benefit of the Owner. The Vacation Parcel shall be zoned in the C-3, General Commercial District and integrated into the Subject Property.

SECTION 6. CONDITION OF VACATION. The vacation provided for in Section 3 of this Ordinance is expressly made subject to and contingent upon payment by the Owner to the City of the costs and expenses related to the vacation of the Vacation Parcel in the amount of \$25,000.

SECTION 7: RECORDATION. The City Manager is hereby directed to cause a certified copy of this Ordinance and the Plat of Vacation to be recorded with the office of the Cook County Clerk.

<u>SECTION 8</u>: **<u>EFFECTIVE DATE</u>**. This Ordinance shall be in full force and effect only upon, and not before the occurrence of the following events:

A. Passage, approval, and publication in the manner provided by law;

 $\{00119815.5\}$

- B. Satisfaction of the condition set forth in Section 6; and
- C. Recordation of this Ordinance and the Plat of Vacation with the office of the Cook County Clerk.

PASSED this _____ day of _____, 2021.

APPROVED this _____ day of _____, 2021.

VOTE: AYES _____ NAYS _____ ABSENT _____

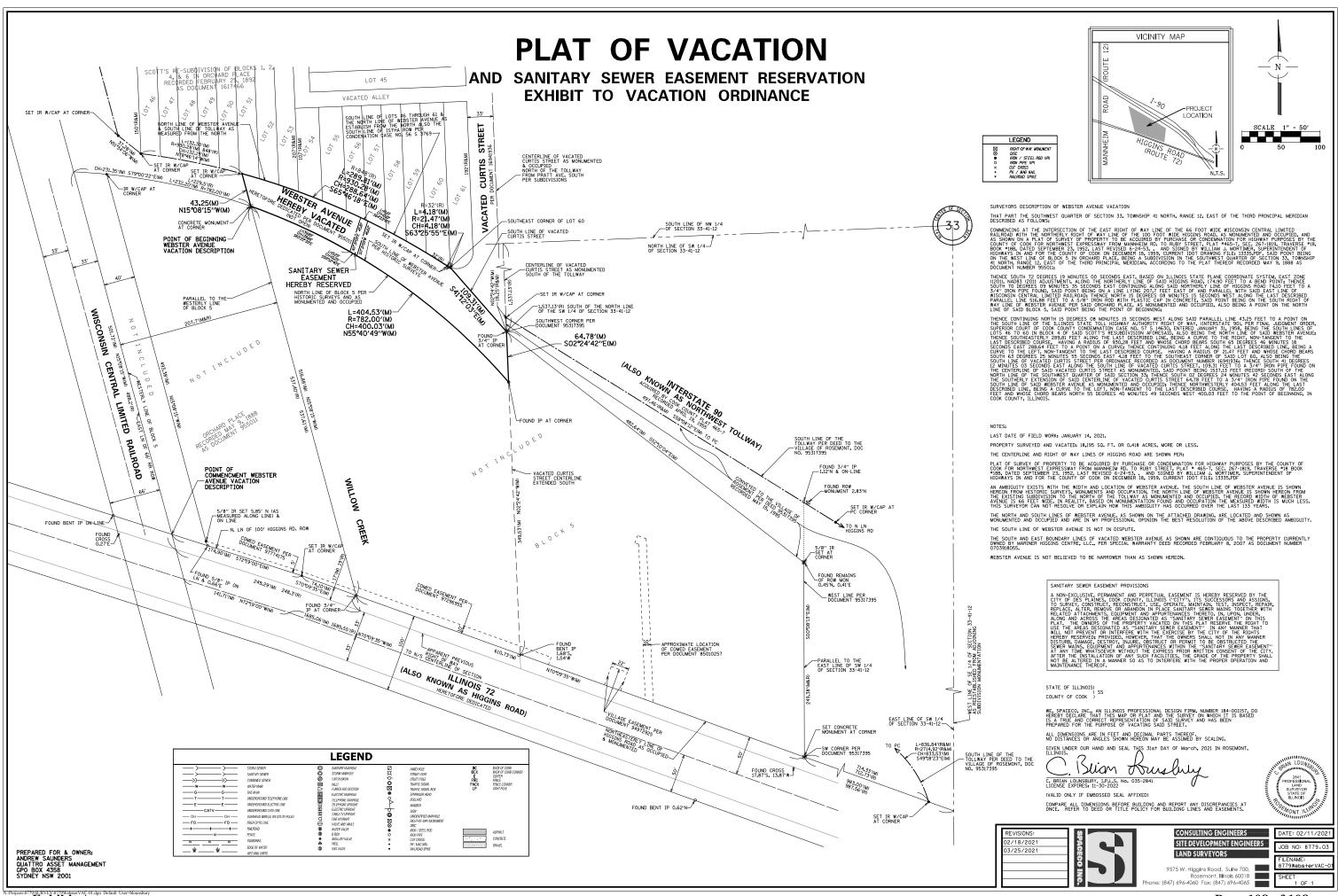
MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel



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COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: August 25, 2021

- To: Michael G. Bartholomew, MCP, LEED AP, City Manager
- From: John T. Carlisle, AICP, Economic Development Manager 9°
- Subject: Requested Continuance for 1050 East Oakton Street: 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 met with City staff, including the Public Works and Engineering Department, on Friday, August 20, to review how to proceed with a potential redesign of the proposed project at 1050 East Oakton Street. The need to consider a redesign resulted from feedback of the City Council at the August 16 meeting, when the matter was continued to September 7.

The petitioner's team is working on a revised concept and analysis, and they intend to present their conclusions on Monday, October 4. They are seeking a continuation of the Council's consideration to that date. The written request is attached.

Recommendation: The City Council may take a motion to approve continuing consideration of the petition to the October 4 meeting. Staff recommends granting the continuance, as it will allow the petitioner's design team to generate necessary cost estimates and visuals to accompany their revised submittal. Further, it will allow City staff to review the petitioner's findings before the next full discussion of the project.

Attachment:

Attachment 1: Request for continuance

From:	Julie M. Workman
То:	John Carlisle
Cc:	Marc McLaughlin; Petermann, Tom; Rich Olson; Carl Peterson; Todd Gawronski
Subject:	Continuance Request - Halston Market, 1050 E. Oakton, Des Plaines [LP-Emails.FID886955]
Date:	Wednesday, August 25, 2021 10:37:09 AM
Attachments:	image603055.png
	<u>image751491.png</u>
	image826640.png
	image720128.png
	image253119.png
	image711097.png
	image181620.png

Good morning, John,

This email is to request a continuance of the Des Plaines City Council's consideration of the petition by M/I Homes for its proposed project at 1050 East Oakton, known as Halston Market.

Kindly confirm that the petition will be placed on the October 4, 2021 agenda for consideration by the Council.

÷.

Best regards, Julie Workman

JULIE M. WORKMAN (she/her/hers)	L P LEVENFELD PEARLSTEIN, LLC®
312.476.7583	2 N. LaSalle St. Suite 1300
708.323.7815	Chicago, Illinois 60602
jworkman@lplegal.com	in У 🖸
IPlegal.com	Sign up for our Newsletter: LP3: Know, Read, Do

Until further notice, due to office closures/remote work and other protocols enacted to address the spread of COVID-19, we kindly request as a courtesy that all pleadings, notices, correspondence and other documents be served via e-file or email and not regular mail or overnight/priority delivery to our office address. This does not constitute a waiver or any mail/facsimile-service of summons or subpoena or other requirements prescribed by applicable state rules of civil procedure or Federal Rule of Civil Procedure 5, but is requested solely as a precautionary measure during our physical office closures. Should you have any questions or concerns regarding this request, please contact the undersigned via email.

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