



## CITY COUNCIL AGENDA

Monday, October 18, 2021

Regular Session – 7:00 p.m.

Room 102

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### CALL TO ORDER

### REGULAR SESSION

ROLL CALL

PRAYER

PLEDGE OF ALLEGIANCE

### 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. **FIRST READING – ORDINANCE M-17-21:** Amending the City Code to Add One Class “A” (Tavern, Seats 250 or Less for On-Site Consumption Only) Liquor License for Onesti DPT, Inc. d/b/a Des Plaines Theatre, 1476 Miner Street
2. Approve “Class M” Liquor License Change of Ownership (Gas Station/Retail Sales Beer & Wine Only for Off-Site Consumption) for Sharda04 Corporation d/b/a 7-Eleven #33055E, 1585 Rand Road
3. Authorize 2021 Tax Levy Abatement Ordinances
  - a. **FIRST READING – ORDINANCE M-18-21:** Abatement – 2009A Taxable General Obligation Refunding Bonds
  - b. **FIRST READING – ORDINANCE M-19-21:** Abatement – 2014B General Obligation Refunding Bonds
  - c. **FIRST READING – ORDINANCE M-20-21:** Abatement – 2018 Taxable General Obligation Refunding Bonds
4. Authorize 2021 Tax Levy Ordinances for Special Service Areas
  - a. **FIRST READING – ORDINANCE M-21-21:** 2021 Tax Levy, Special Service Area #9 (Parking Lot Improvement, 624-640 W. Algonquin Road) in the amount of \$2,309
  - b. **FIRST READING – ORDINANCE M-22-21:** 2021 Tax Levy, Special Service Area #10 (Parking Lot Improvement, 642-658 W. Algonquin Road) in the amount of \$2,920
  - c. **FIRST READING – ORDINANCE M-23-21:** 2021 Tax Levy, Special Service Area #14 (Rear Yard Drainage, 2132, 2140 and 2148 Plainfield Drive) in the amount of \$830
  - d. **FIRST READING – ORDINANCE M-24-21:** 2021 Tax Levy, Special Service Area #15 (Rear Yard Drainage, 345 and 353 Ardmore Road) in the amount of \$1,643
5. **FIRST READING – ORDINANCE M-25-21:** Terminating Expired Special Service Areas #8, #11, #12, and #13
6. **RESOLUTION R-160-21:** Approving a Hazard Mitigation Grant Agreement with the Illinois Emergency Management Agency (IEMA)
7. **RESOLUTION R-164-21:** Approving an Amendment to Chapter VI – “Investments” of the City of Des Plaines Financial Policy and Procedure Manual
8. **RESOLUTION R-165-21:** Adopting the Climate Action Plan for the Chicago Region
9. **RESOLUTION R-166-21:** Approving City of Des Plaines as a Member Municipality of the Greenest Region Compact
10. **RESOLUTION R-167-21:** Approving a Three-Year Renewal Microsoft Enterprise Agreement with Dell Marketing L.P., Chicago, Illinois in the Amount of \$292,326.03, to be Paid in Three Annual Installments. Budgeted Funds (for First Annual Installment) – IT/R&M/Software.
11. **RESOLUTION R-168-21:** Approving Change Order No. 1 with Arrow Road Construction Company in the Amount of \$1,125,896.70. Budgeted Funds – Grant Funded Projects.



12. Approve Appointment from October 4, 2021 City Council Agenda of Lisa Du Brock to the Library Board of Trustees – Term to Expire June 30, 2022
13. Approve Appointment from October 4, 2021 City Council Agenda of Thomas Weaver to the Planning & Zoning Board – Term to Expire April 30, 2023
14. **SECOND READING – ORDINANCE M-16-21:** Authorizing the Disposal of the Listed Vehicles/Equipment Through Obenauf Auction Service, Inc., Round Lake, Illinois
15. **SECOND READING – ORDINANCE Z-48-21:** Consideration of a Conditional Use and Variations for a Convenience Mart Fueling Center Use at 2000 Mannheim Road
16. **RESOLUTION R-171-21:** Approving a Master Contract and Task Order #1 with TransSystems, Schaumburg, Illinois in the Amount of \$1,021,341 for Algonquin Road Grade Separation Phase I Engineering. Budgeted Funds – Capital Projects.
17. Minutes/Regular Meeting – October 4, 2021
18. Minutes/Closed Session – October 4, 2021

**UNFINISHED BUSINESS**

1. **SECOND READING – ORDINANCE M-15-21:** Consideration of Amendments to Chapter 12 of Title 15 of the City of Des Plaines City Code to Establish and Impose a Public, Educational, and Governmental (PEG) Access Support Fee

**NEW BUSINESS**

1. **FINANCE & ADMINISTRATION** – Alderman Artur Zadrozny, Chair
  - a. Warrant Register in the Amount of \$3,831,309.80 – **RESOLUTION R-169-21**
  - b. 2021 Estimated Property Tax Levy Resolution – **RESOLUTION R-170-21**
2. **COMMUNITY DEVELOPMENT** – Alderman Malcolm Chester, Chair
  - a. Consideration of a Request for Variation to Allow a Parking Pad and Driveway Connection in Front of a Townhouse at 2071 Pine Street – **FIRST READING – ORDINANCE Z-49-21**
  - b. Consideration of a Conditional Use Permit for a Trade Contractor Use at 110 S. River Road in the C-3 Zoning District – **FIRST READING – ORDINANCE Z-50-21**
  - c. Consideration of a Map Amendment, Variation, and Tentative Plat of Subdivision for a Proposed Commercial Development at 2805-2845 Mannheim – **FIRST READING – ORDINANCE Z-51-21**
  - d. Consideration of Text Amendments Related to Billboards and a Variation for a Proposed New Billboard at 2805-2845 Mannheim – **FIRST READING – ORDINANCE Z-52-21** and **FIRST READING – ORDINANCE Z-53-21**
  - e. Consideration of a Conditional Use Amendment for a Localized Alternative Sign Regulation (LASR) for Rivers Casino at 2980-3000 S. River Road – **FIRST READING – ORDINANCE Z-54-21**

3. **PUBLIC SAFETY** – Alderman Sean Oskerka, Chair
  - a. Consideration of Approving a One-Year Agreement Beginning January 1, 2022 with Andy Frain Services for Crossing Guard Services in the Amount of \$333,574. Budgeted Funds – Police Department/Support Services/Professional Services – **RESOLUTION R-163-21**
  - b. Consideration of Amendments to Chapter 6 of Title 2 of the City Code Concerning Powers and Responsibilities of the Board of Fire and Police Commissioners (BFPC) – **ORDINANCE M-14-21**

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

**ADJOURNMENT**

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

**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.**



OFFICE OF THE MAYOR

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

MEMORANDUM

Date: September 29, 2021  
To: Honorable Aldermen  
From: Andrew Goczkowski, Local Liquor Commissioner  
Cc: Vickie Baumann, Permit Technician, Registration & License Division  
Subject: Liquor License Request for an Increase in Liquor License Classification

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

Onesti DPT Inc dba Des Plaines Theatre  
1476 Miner Street  
Class A – Tavern seats 250 or less (on-site consumption only)  
- New Increase from 37 to 38

The complete application packet is on file in the Community and Economic Development Department. The required posting will be completed October 12, 2021 and all necessary fees have been secured.

This request will come before you on the Consent Agenda of the City Council meeting of Monday, October 18, 2021.

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

Andrew Goczkowski  
Mayor  
Local Liquor Commissioner

Attachments: Ordinance M-17-21  
Application Packet

**CITY OF DES PLAINES**

**ORDINANCE M- 17 -21**

**AN ORDINANCE AMENDING THE CITY CODE TO ADD ONE CLASS "A" LIQUOR LICENSE.**

**WHEREAS**, Onesti DPT, Inc dba Des Plaines Theatre ("*Applicant*") applied to the Department of Community and Economic Development for a Class A liquor license for the premises commonly known as 1476 Miner Street, Des Plaines, Illinois ("*Premises*") pursuant to Chapter 4 of Title 4 of the Des Plaines City Code ("*City Code*"); and

**WHEREAS**, the City desires to issue one Class A liquor license to the Applicant for the Premises; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to grant the Applicant a Class A liquor license for the Premises;

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

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

**SECTION 2: APPROVAL OF LIQUOR LICENSE.** The City Council hereby grants the Applicant a Class A Liquor License to the Applicant for the Premises.

**SECTION 3: FEE SCHEDULE.** Section 1, titled "Fee Schedule," of Chapter 18, titled "Schedule of Fees," of Title 4, titled "Business Regulations," of the City Code is hereby amended further to read as follows:

**4-18-1: FEE SCHEDULE:**

Section	Fee Description	Number	Term	Fee	
					New
	*	*	*		
Chapter 4	Liquor Control				
4-4-5A	License Fees and Number:				
	<b>Class</b>	<b>Number</b>	<b>Term</b>	<b>Initial Fee</b>	<b>Annual Fee</b>
	Class A	<del>37</del> <b>38</b>	Annual	\$3,850.00	\$1,925.00
	*	*	*		

**SECTION 4: SEVERABILITY.** If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

**SECTION 5: EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form according to law.

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

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

**VOTE:** AYES \_\_\_\_ NAYS \_\_\_\_ ABSENT \_\_\_\_

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

**ATTEST:**

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

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

Approved as to form:

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

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

DP-Ordinance Add One Class A Liquor License for Onesti DPT Inc dba Des Plaines Theatre



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: The Des Plaines Theatre

Address: 1476 Miner St Des Plaines IL Zip: 60016

Mailing Address: 1476 Miner St Dept:

City: Des Plaines St: IL Zip: 60016

Email: info@osshows.com Phone#: (630) 962-7000

Day/Hours of Operations: Monday: 10:00am - 6:00pm Tuesday: 10:00am - 6:00pm Wednesday: 10:00am - 6:00pm Thursday: 10:00am - 6:00pm Friday: 10:00am - 1:00am Saturday: 10:00am - 1:00am Sunday: 12:00pm - 8:00pm

CLASSIFICATION

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

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

Title: President / CEO % of Stock: 100%

Name: Ron Onesti

Title: % of Stock:

Name:

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

**ADDITIONAL INFORMATION**

Does the applicant own the property or premises of the business?  NO  YES  
If NO, please provide name/address of the property owner and expiration date of the executed lease:

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

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

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

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

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

The Onesti Entertainment Corporation - 105 E Main St - Active  
Club Arcadia Inc. - St Charles, IL 60174 - Active

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

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

**AFFIDAVIT**

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

[Signature] INITIALS

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

[Signature] INITIALS

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

[Signature] INITIALS

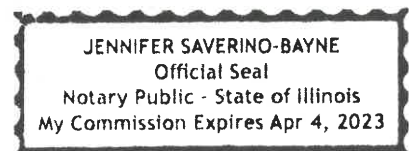
[Signature]  
Signature of Owner

Ken Onesti  
Print Name

SUBSCRIBED and SWORN to before me this

27 day of July, 2021.

Jennifer Saverino-Bayne  
NOTARY PUBLIC (STAMP SEAL BELOW)



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

Filing Fee: \$150

File #: 72778405

Approved By: DJW

**FILED**

**JUN 15 2020**

**Jesse White**  
**Secretary of State**

1. Corporate Name: ONESTI DPT INC.

2. Initial Registered Agent: RONALD J. ONESTI

First Name

Middle Initial

Last Name

Initial Registered Office: 105 E MAIN ST

Number

Street

Suite No.

SAINT CHARLES

IL

60174-1927

KANE

City

ZIP Code

County

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

4. Authorized Shares, Issued Shares and Consideration Received:

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

**NAME & ADDRESS OF INCORPORATOR**

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

Dated JUNE 15, 2020 105 EAST MAIN STREET  
Month & Day Year Street  
RONALD J. ONESTI ST. CHARLES IL 60174  
Name City/Town State ZIP Code





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/27/2021

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

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

<b>PRODUCER</b> JD Fulwiler & Co. Insurance Inc. 5727 S Macadam Ave Portland OR 97239	<b>CONTACT NAME:</b> Vicki Sigler <b>PHONE (A/C, No, Ext):</b> 503-293-8325 <b>FAX (A/C, No):</b> 503-293-5418 <b>E-MAIL ADDRESS:</b> vsigler@jdfulwiler.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Scottsdale Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	<b>NAIC #</b> 41297
<b>INSURED</b> The Onesti Entertainment Corporation, DBA: The Arcada Theatre 105 East Main Street St Charles IL 60174	ONESENT-01	

**COVERAGES**

CERTIFICATE NUMBER: 1259428063

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> LIQUOR LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CPS7338902	4/6/2021	4/6/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 LIQUOR LIABILITY \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Property		CPS7338902	4/6/2021	4/6/2022	Bus Pers Prop Limit: 500,000 TIB Limit: 255,000 Deductible: 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 City of Des Plaines is included as Additional Insured but only with respect to claims arising from the negligence of the Named Insured subject to policy terms, conditions, and exclusions.  
 Dram Shop (consumption on premises) coverage for Classification A local liquor license

**CERTIFICATE HOLDER****CANCELLATION**

City of Des Plaines  
 1420 Miner Street  
 Des Plaines IL 60016

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## Additional Named Insureds

### Other Named Insureds

Onesti Entertainment Corporation  
DBA The Arcada Theatre  
DBA BarCada  
DBA Arcadian Suites  
ROCK N' RAV STC INC  
DBA Rock'N Ravioli  
Club Arcada INC  
DBA Club Arcada Speak Easy and  
Lounge  
RNZ-DP INC  
DBA Rock'N Za  
Onesti DPT INC

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

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

**Des Plaines  
Cook County**

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

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

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

**Illinois Business Authorization**

OFFICIAL DOCUMENT

**ONESTI-DPT INC.**

**DBA: DES PLAINES THEATRE**

**1476 MINER ST  
DES PLAINES IL 60016-4603**

Loc. Code: 016-0015-1-001

**Des Plaines  
Cook County**

**Certificate of Registration**


Expiration Date: **9/1/2022**

Sales and use taxes and fees (4361-4515)

**ILLINOIS REVENUE**  
*[Signature]*  
Director

Issued Date: **09/24/2021**

OFFICIAL DOCUMENT





OFFICE OF THE MAYOR  
1420 Miner Street  
Des Plaines, IL 60016  
P: 847.391.5301  
desplaines.org

MEMORANDUM

Date: September 29, 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:

Sharda04 Corporation dba 7-Eleven #33055E  
1585 Rand 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 October 13, 2021 and all necessary fees have been secured.

This request will come before you on the Consent Agenda of the City Council meeting of Monday October 18, 2021.

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

Andrew Goczkowski  
Mayor  
Local Liquor Commissioner



LOCAL LIQUOR COMMISSIONER

1420 Miner Street  
Des Plaines, IL 60016  
P: 847.391.5201  
www.desplaines.org

RECEIVED  
SEP 27 2021  
BUILDING DEPT.

APPLICATION FOR A LIQUOR LICENSE

BUSINESS INFORMATION

Name: Sharda04 Corporation D/B/A 7-Eleven #33055E

Address: 1585 Rand Rd., Des Plaines IL Zip: 60016

Mailing Address: (Same as above) Dept: \_\_\_\_\_

City: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: nikom423@gmail.com Phone#: (847) 759-0643

Day/Hours of Operations: Monday: \_\_\_\_\_ Tuesday: \_\_\_\_\_ Wednesday: \_\_\_\_\_

Thursday: \_\_\_\_\_ Friday: \_\_\_\_\_ Saturday: \_\_\_\_\_ Sunday: \_\_\_\_\_

< 24 hours / 7 days a week >

CLASSIFICATION

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

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

Title: President / Secretary % of Stock: 100%

Name: Nikunj Patel

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

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

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



**ADDITIONAL INFORMATION**

Does the applicant own the property or premises of the business?  NO  YES  
If NO, please provide name/address of the property owner and expiration date of the executed lease:

Is any elected City Official, County Commission or County Board member affiliated directly or indirectly with the applicant/business?  NO  YES  
If YES, please provide name, position and a detailed description to the particulars:

Has any officer, owner or stockholder of the of the corporation or business obtained a liquor license for another location?  NO  YES  
If YES, please provide name, location and disposition/status of each:

Has any officer, owner or stockholder of the of the corporation or business had a liquor license revoked for another location?  NO  YES  
If YES, please provide name, location and reason for revocation of each:

**AFFIDAVIT**

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

WJ 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.

WJ 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.

WJ INITIALS

Signature of Owner

*Nikunj Patel*

Print Name

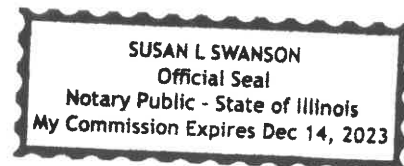
Nikunj Patel

SUBSCRIBED and SWORN to before me this

5<sup>th</sup> day of August, 2021.

*Susan L. Swanson*

NOTARY PUBLIC (STAMP SEAL BELOW)



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

Filing Fee: \$150

File #: 73339502

Approved By: MAP

**FILED**

**JUN 29 2021**

**Jesse White**  
**Secretary of State**

1. Corporate Name: SHARDA04 CORPORATION

2. Initial Registered Agent: NIKUNJ PATEL  
First Name Middle Initial Last Name

Initial Registered Office: 873 RIVER DR  
Number Street Suite No.  
CAROL STREAM IL 60188-9049 DU PAGE  
City ZIP Code County

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

4. Authorized Shares, Issued Shares and Consideration Received:

Class	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
COMMON	200	200	\$ 200

**NAME & ADDRESS OF INCORPORATOR**

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

Dated JUNE 29, 2021 873 RIVER DRIVE  
Month & Day Year Street  
NIKUNJ PATEL CAROL STREAM IL 60188  
Name City/Town State ZIP Code



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/30/2021

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

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

<b>PRODUCER</b> Illinois Insurance Provider, LLC 991 W Lake St  Addison IL 60101-2078	<b>CONTACT NAME:</b> Urmish Patel <b>PHONE (A/C, No, Ext):</b> 630-283-0058 <b>E-MAIL ADDRESS:</b> info@businessmanager.com <b>FAX (A/C, No):</b> 630-451-9481
<b>INSURED</b> Sharda04 Corporation dba 7 Eleven 1585 Rand Rd Des Plaines IL 60016	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> AUTO OWNERS INSURANCE CO <b>INSURER B:</b> AUTO OWNERS INSURANCE CO <b>INSURER C:</b> AUTO OWNERS INSURNACE CO <b>INSURER D:</b> EMPLOYERS INSURANCE COMPANY <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	53-510940-00	10/02/2021	10/02/2022	EACH OCCURRENCE \$ 1000000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000.00 MED EXP (Any one person) \$ 5000.00 PERSONAL & ADV INJURY \$ 1000000.00 GENERAL AGGREGATE \$ 2000000.00 PRODUCTS - COMP/OP AGG \$ 2000000.00 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	53-510941-00	10/02/2021	10/02/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	EIG4836002-00	10/02/2021	10/02/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1000000.00 E.L. DISEASE - EA EMPLOYEE \$ 1000000.00 E.L. DISEASE - POLICY LIMIT \$ 1000000.00
A	Liquor Liability Policy		Y	61510940	10/02/2021	10/02/2022	LIQUOR LIABILITY \$ 1000000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER CANCELLATION**

<b>CITY OF DES PLAINES</b> 1420 MINER ST  DES PLAINES IL 60016	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> <i>Urmish Patel</i>
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**Verify that all of your Illinois Business Authorization information is correct.**

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

**Des Plaines  
Cook County**

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

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

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

**Illinois Business Authorization**

OFFICIAL DOCUMENT

**SHARDA04 CORPORATION**

**DBA: 7-ELEVEN #33055E**

**1585 RAND RD**  
**DES PLAINES IL 60016-3511**

Loc. Code: 016-0015-1-001

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

Expiration Date:  
**7/1/2022**


**Certificate of Registration**  
Sales and use taxes and fees

(4410-3034)

ILLINOIS REVENUE  
*[Signature]*  
Director

OFFICIAL DOCUMENT

Issued Date: **07/01/2021**





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

MEMORANDUM

Date: October 6, 2021  
 To: Michael Bartholomew, City Manager  
 From: Dorothy Wisniewski, Assistant City Manager/Director of Finance  
 Subject: 2021 Tax Levy Abatement Ordinances

**Issue:** For the City Council to adopt the 2021 Tax Levy Abatement Ordinances for the below listed General Obligation Bonds.

**Analysis:** Each year the City adopts several tax abatement ordinances to reduce the amount of property taxes levied for various bond issues. During the initial issuance of these General Obligation (G.O.) Bonds the plan was that alternative revenue would be established, or designated, and used to pay the annual debt service. **Table 1** below summarizes the bond issues, City ordinances, original levy amounts, abatement amounts and the tax levy to be extended.

<i>Table 1</i>				
G.O. Bond Series	City Ordinance	Levy Amount	Abatement Amount	Levy to be Extended
2009A	M-38-09	1,575,000.00	1,575,000.00	-
2014B	M-28-14	475,466.00	475,466.00	-
2018	M-04-18	1,378,100.00	1,378,100.00	-
<b>Total</b>		<b>3,428,566.00</b>	<b>3,428,566.00</b>	<b>-</b>

The following provides a brief description of the abatement ordinances, the purpose of each bond issue and the funding available for the payment of the outstanding principal and interest for the tax year 2021.

**Abatement of the Taxable General Obligation Refunding Bonds, Series 2009A:** These bonds were issued to refund taxable G.O. Bonds, Series 2003C and Series 2004B which were originally issued for land acquisition and infrastructure improvements within TIF #6. TIF #6 funds will be used to abate the annual levy for the principal and interest for the tax year 2021.

**Abatement of the General Obligation Refunding Bonds, Series 2014B:** These bonds were issued to refund the G.O. Bonds, Series 2005A which were originally issued for land acquisition and infrastructure improvements within TIF #3 and Series 2005D which were originally issued for advance refunding on Series

1998 for the library construction project. TIF #3 will be used to abate the annual levy for the principal and interest for the tax year 2021.

***Abatement of the Taxable General Obligation Refunding Bonds, Series 2018:*** These bonds were issued to refund the G.O. Bonds, Series 2010A and 2010B which were originally issued for land acquisition and infrastructure improvements within TIF #3. TIF #3 will be used to abate the annual levy for the principal and interest for the tax year 2021.

**Recommendation:** I recommend that the City Council approve the property tax abatements which will result in a reduction to the 2021 Property Tax Levy.

**Attachments:**

1. Ordinance M-18-21/Abatement – 2009A Taxable General Obligation Refunding Bonds
2. Ordinance M-19-21/Abatement – 2014B General Obligation Refunding Bonds
3. Ordinance M-20-21/Abatement – 2018 Taxable General Obligation Refunding Bonds

**CITY OF DES PLAINES**

**ORDINANCE M - 18 - 21**

**AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2021 TAX LEVY FOR THE 2009 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2009A.**

**WHEREAS**, on October 19, 2009, the City Council of the City of Des Plaines adopted Ordinance M-38-09, titled "Ordinance Authorizing the Issuance of Taxable General Obligation Refunding Bonds, Series 2009A, of the City of Des Plaines, Illinois," which provided for the issuance of \$3,173,083.75 Series 2009A Taxable General Obligation Refunding Bonds; and

**WHEREAS**, Ordinance M-38-09 provided for the levy of taxes for the tax year 2021 sufficient to produce the amount of \$1,575,000.00 for the payment of principal and interest on said bonds; and

**WHEREAS**, sufficient TIF Funds are available to abate the annual levy for the principal and interest on the Series 2009A Taxable General Obligation Refunding Bonds for the tax year 2021;

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

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

**SECTION 2: ABATEMENT OF TAX LEVY.** The City Council authorizes and directs the County Clerk of Cook County, Illinois, to abate the following amount of taxes to be levied for the Series 2009A General Obligation Refunding Bonds:

<b>Ordinance</b>	<b>Tax Year</b>	<b>Levy</b>	<b>Abatement</b>	<b>Levy to be Extended</b>
M-38-09	2021	\$1,575,000.00	\$1,575,000.00	\$0.00

**SECTION 3: FILING OF CERTIFIED COPY.** The City Council hereby directs the City Clerk of the City of Des Plaines to file with the County Clerk of Cook County, Illinois, a certified copy of this ordinance.

**SECTION 4: EFFECTIVE DATE.** This Ordinance 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 \_\_\_\_\_

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**MAYOR**

ATTEST:

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**CITY CLERK**

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

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**

**CITY OF DES PLAINES**

**ORDINANCE M - 19 - 21**

**AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2021 TAX LEVY FOR THE 2014 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014B.**

**WHEREAS**, on August 18, 2014, the City Council of the City of Des Plaines adopted Ordinance M-28-14, titled “Ordinance Authorizing the Issuance of General Obligation Refunding Bonds of 2014 of the City of Des Plaines, Illinois and Providing for the Redemption of Outstanding Bonds of the City,” which provided for the issuance of \$5,600,000 Series B General Obligation Refunding Bonds; and

**WHEREAS**, Ordinance M-28-14 provided for the levy of taxes for the tax year 2021 sufficient to produce the amount of \$475,466.00 for the payment of principal and interest on the Series 2014B General Obligation Refunding Bonds; and

**WHEREAS**, sufficient TIF Funds are available to abate the annual levy for the principal and interest on the Series 2014B General Obligation Refunding Bonds for the tax year 2021;

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

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

**SECTION 2: ABATEMENT OF TAX LEVY.** The City Council hereby authorizes and directs the County Clerk of Cook County, Illinois, to abate the following amounts of taxes to be levied for the Series 2014B General Obligation Refunding Bonds.

<b>Ordinance</b>	<b>Tax Year</b>	<b>Levy</b>	<b>Abatement</b>	<b>Levy to be Extended</b>
M-28-14	2021	\$475,466.00	\$475,466.00	\$0.00

**SECTION 3: FILING OF CERTIFIED COPY.** The City Council hereby directs the City Clerk of the City of Des Plaines to file with the County Clerk of Cook County, Illinois, a certified copy of this ordinance.

**SECTION 4: EFFECTIVE DATE.** This Ordinance 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 \_\_\_\_\_

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**MAYOR**

ATTEST:

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**CITY CLERK**

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

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**

**CITY OF DES PLAINES**

**ORDINANCE M - 20 - 21**

**AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2021 TAX LEVY FOR THE 2018 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2018.**

**WHEREAS**, on March 5, 2018, the City Council of the City of Des Plaines adopted Ordinance M-04-18, titled "Ordinance Authorizing the Issuance of General Obligation Refunding Bonds, Series 2018, of the City of Des Plaines, Illinois," which provided for the issuance of \$12,410,000.00 Series 2018 General Obligation Refunding Bonds; and

**WHEREAS**, Ordinance M-04-18 provided for the levy of taxes for the tax year 2021 sufficient to produce the amount of \$1,378,100.00 for the payment of principal and interest on said bonds; and

**WHEREAS**, sufficient TIF Funds are available to abate the annual levy for the principal and interest on the Series 2018 General Obligation Refunding Bonds for the tax year 2021;

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

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

**SECTION 2: ABATEMENT OF TAX LEVY.** The City Council authorizes and directs the County Clerk of Cook County, Illinois, to abate the following amount of taxes to be levied for the Series 2018 General Obligation Refunding Bonds:

<b>Ordinance</b>	<b>Tax Year</b>	<b>Levy</b>	<b>Abatement</b>	<b>Levy to be Extended</b>
M-04-18	2021	\$1,378,100.00	\$1,378,100.00	\$0.00

**SECTION 3: FILING OF CERTIFIED COPY.** The City Council hereby directs the City Clerk of the City of Des Plaines to file with the County Clerk of Cook County, Illinois, a certified copy of this ordinance.



**SECTION 4: EFFECTIVE DATE.** This Ordinance 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 \_\_\_\_\_

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**MAYOR**

ATTEST:

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**CITY CLERK**

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

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**



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

MEMORANDUM

Date: October 6, 2021  
 To: Michael G. Bartholomew, City Manager  
 From: Dorothy Wisniewski, Assistant City Manager/Director of Finance  
 Subject: Special Service Areas 2021 Tax Levy Ordinances

**Issue:** For the City Council to consider the 2021 Tax Levy Ordinances related to Special Service Areas #9, 10, 14 and 15.

**Analysis:** Each year the City adopts several property tax levy ordinances to collect the special assessment attributable to the respective properties within the aforementioned Special Service Areas (SSA's) for completed projects that were not funded by general taxation. *Table 1* below summarizes the SSA's, the locations, the improvement projects, the ordinances establishing the SSA and the 2021 tax levy amounts to be collected in 2022:

*Table 1*

SSA #	Location	Improvement Project	SSA Ordinance	Levy Amount
9	624-640 West Algonquin Road	Parking Lot	M-20-07	2,309
10	642-658 West Algonquin Road	Parking Lot	M-21-07	2,920
14	2132, 2140 & 2148 Plainfield Drive	Rear Yard Drainage	M-31-12	830
15	345 & 353 Ardmore Road	Rear Yard Drainage	M-03-14	1,643
<b>Total</b>				<b>7,702</b>

The SSA financing allows the City to provide a service, improvement or facility in a specific area of the community. This technique usually involves levying an additional property tax only in the particular area that receives the special service or improvement. SSA financing enables the municipality to provide any public service to a portion of its jurisdiction without burdening the entire community with a debt or operating tax. It is the only financing method which permits a tax rate in one part of a municipal jurisdiction that will not apply in the rest of the municipality.

**Recommendation:** I recommend that the City Council approve the 2021 Tax Levy Ordinances for Special Service Areas #9, 10, 14 and 15 in the total amount of \$7,702.

**Attachments:**

1. Ordinance M-21-21 - 2021 Tax Levy, Special Service Area #9 (Parking Lot Improvement, 624-640 W. Algonquin Road) in the amount of \$2,309
2. Ordinance M-22-21 - 2021 Tax Levy, Special Service Area #10 (Parking Lot Improvement, 642-658 W. Algonquin Road) in the amount of \$2,920
3. Ordinance M-23-21 - 2021 Tax Levy, Special Service Area #14 (Rear Yard Drainage, 2132, 2140, and 2148 Plainfield Drive) in the amount of \$830
4. Ordinance M-24-21 - 2021 Tax Levy, Special Service Area #15 (Rear Yard Drainage, 345 and 353 Ardmore Road) in the amount of \$1,643

**CITY OF DES PLAINES**

**ORDINANCE M - 21 - 21**

**AN ORDINANCE LEVYING TAXES FOR SPECIAL SERVICE AREA NUMBER 9 OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS.**

**WHEREAS**, on May 7, 2007, the Corporate Authorities of the City of Des Plaines adopted Ordinance M-20-07, establishing Special Service Area No. 9 (“**SSA No. 9**”), being recorded with the County Recorder of Deeds as Document #0721516066; and

**WHEREAS**, Ordinance M-20-07 states that there will be an annual tax levy not to exceed \$3,000 for the tax years 2007 to 2021, for the payment of the special services of reconstruction and improvement of the service area’s parking lot, at an estimated cost of \$24,026, with estimated interest repayment cost of \$10,693, for a total amount to be collected for tax years 2007 through 2021 of \$34,719, which equals fifteen annual tax levies of \$2,315 for tax years 2007 through 2020, with a final tax levy of \$2,309 for the tax year 2021;

**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 here by reference.

**SECTION 2: TAX LEVY.** Pursuant to City of Des Plaines Ordinance M-20-07, the City of Des Plaines hereby levies \$2,309 in taxes for SSA No. 9 purposes against all taxable property in SSA No. 9 of the City of Des Plaines for tax year 2021.

**SECTION 3: FILING WITH COUNTY CLERK.** The City Council hereby directs the City Clerk of the City of Des Plaines to file with the County Clerk of Cook County, Illinois, a certified copy of this Ordinance.

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

**[SIGNATURE PAGE FOLLOWS]**

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

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

**VOTE:** AYES \_\_\_\_ NAYS \_\_\_\_ ABSENT \_\_\_\_

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

**ATTEST:**

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

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

Approved as to form:

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

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

**CITY OF DES PLAINES**

**ORDINANCE M - 22 - 21**

**AN ORDINANCE LEVYING TAXES FOR SPECIAL SERVICE AREA NO. 10 OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS.**

**WHEREAS**, on May 7, 2007, the Corporate Authorities of the City of Des Plaines adopted Ordinance M-21-07, creating Special Service Area No. 10 ("**SSA No. 10**"), being recorded with the County Recorder of Deeds as Document #0721516065; and

**WHEREAS**, Ordinance M-21-07 states that there will be an annual tax levy not to exceed \$3,000 for the tax years 2007 to 2021, for the payment of the special services of reconstruction and improvement of the area's parking lot, at an estimated cost of \$30,467, with estimated interest repayment cost of \$13,557, for a total amount to be collected for tax years 2007 through 2021 of \$44,024, which equals fifteen annual tax levies of \$2,936 for tax years 2007 through 2020, with a final tax levy of \$2,920 for the tax year 2021;

**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 here by reference.

**SECTION 2: TAX LEVY.** Pursuant to City of Des Plaines Ordinance M-21-07, the City of Des Plaines hereby levies \$2,920 in taxes for SSA No. 10 purposes against all taxable property in SSA No. 10 of the City of Des Plaines for tax year 2021.

**SECTION 3: FILING WITH COUNTY CLERK.** The City Council hereby directs the City Clerk of the City of Des Plaines to file with the County Clerk of Cook County, Illinois, a certified copy of this Ordinance.

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

**[SIGNATURE PAGE FOLLOWS]**

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

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

**VOTE:** AYES \_\_\_\_ NAYS \_\_\_\_ ABSENT \_\_\_\_

---

**MAYOR**

**ATTEST:**

---

**CITY CLERK**

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

Approved as to form:

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**CITY CLERK**

---

**Peter M. Friedman, General Counsel**

**CITY OF DES PLAINES**

**ORDINANCE M - 23 - 21**

**AN ORDINANCE LEVYING TAXES FOR SPECIAL SERVICE AREA NO. 14 OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS.**

**WHEREAS**, the Corporate Authorities of the City of Des Plaines adopted Ordinance M-31-12 on October 1, 2012, creating Special Service Area No. 14 ("**SSA No. 14**"), being recorded with the County Recorder of Deeds as Document #1231418042; and

**WHEREAS**, Ordinance M-31-12 states that there will be an annual tax levy not to exceed \$2,200 for the tax year 2012 and not to exceed \$850 for the tax years 2013 to 2021, for the payment of the special services of rear yard drainage improvements, at an estimated cost of \$7,684, with estimated interest repayment cost of \$1,957, for a total amount to be collected for tax years 2012 through 2021 of \$9,641, which equals the 2012 tax levy of \$2,171 and nine annual tax levies of \$830 for each tax year of 2013 through 2021;

**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 here by reference.

**SECTION 2: TAX LEVY.** Pursuant to City of Des Plaines Ordinance M-31-12, the City of Des Plaines hereby levies \$830 in taxes for SSA No. 14 purposes against all taxable property in SSA No. 14 of the City of Des Plaines for tax year 2021.

**SECTION 3: FILING WITH COUNTY CLERK.** The City Council hereby directs the City Clerk of the City of Des Plaines to file with the County Clerk of Cook County, Illinois, a certified copy of this Ordinance.

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

**[SIGNATURE PAGE FOLLOWS]**



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

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

**VOTE:** AYES \_\_\_\_ NAYS \_\_\_\_ ABSENT \_\_\_\_

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

**ATTEST:**

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

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

Approved as to form:

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

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

**CITY OF DES PLAINES**

**ORDINANCE M - 24 - 21**

**AN ORDINANCE LEVYING TAXES FOR SPECIAL SERVICE AREA NO. 15 OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS.**

**WHEREAS**, on February 18, 2014, the Corporate Authorities of the City of Des Plaines adopted Ordinance M-3-14, creating Special Service Area No. 15 ("**SSA No. 15**"), being recorded with the County Recorder of Deeds as Document #1408519053; and

**WHEREAS**, Ordinance M-03-14 states that there will be an annual tax levy not to exceed \$1,745.64 for the tax years 2014 to 2023, for the payment of the special services of rear yard drainage improvements, at an estimated cost of \$12,686, with estimated interest repayment cost of \$3,744, for a total amount to be collected for tax years 2014 through 2023 of \$16,430, which equals ten annual tax levies of \$1,643 for tax years 2014 through 2023;

**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 here by reference.

**SECTION 2: TAX LEVY.** Pursuant to City of Des Plaines Ordinance M-03-14, the City of Des Plaines hereby levies \$1,643 in taxes for SSA No. 15 purposes against all taxable property in SSA No. 15 of the City of Des Plaines for tax year 2021.

**SECTION 3: FILING WITH COUNTY CLERK.** The City Council hereby directs the City Clerk of the City of Des Plaines to file with the County Clerk of Cook County, Illinois, a certified copy of this Ordinance.

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

**[SIGNATURE PAGE FOLLOWS]**

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

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

**VOTE:** AYES \_\_\_\_ NAYS \_\_\_\_ ABSENT \_\_\_\_

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

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

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**




## FINANCE DEPARTMENT

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

## MEMORANDUM

Date: October 6, 2021

To: Michael G. Bartholomew, City Manager 

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

Subject: Termination of Special Service Area (SSA) No. 8, SSA No. 11, SSA No. 12 and SSA No. 13

**Issue:** For the City Council to approve the ordinance terminating expired SSA No. 8, SSA No. 11, SSA No. 12 and SSA No. 13 as of the 2021 Tax Year.

**Analysis:** The City adopts several property tax levy ordinances annually to collect the special assessment attributable to the respective properties within an SSA for completed projects that were not funded by general taxation.

SSA No. 8 was established per Ordinance M-19-06, adopted on June 5, 2006, whereby the City was authorized to provide curb and gutter improvements at Crabtree Lane. During the years of 2007 through 2020, the annual tax levy related to the improvements was \$4,200. The levy amounts included interest and construction costs.

SSA No. 11 was established per Ordinance M-35-11, adopted on September 6, 2011, whereby the City was authorized to provide rear yard drainage improvements at 138, 158, 273, 283, 170 and 180 Drake Lane. During the years of 2011 through 2020, the annual tax levy related to the improvements was \$2,096. The levy amounts included interest and construction costs.

SSA No. 12 was established per Ordinance M-36-11, adopted on September 6, 2011, whereby the City was authorized to provide rear yard drainage improvements at 948 and 956 Greenview Avenue. During the years of 2011 through 2020, the annual tax levy related to the improvements was \$979. The levy amounts included interest and construction costs.

SSA No. 13 was established per Ordinance M-37-11, adopted on September 6, 2011, whereby the City was authorized to provide rear yard drainage improvements at 1318, 1330 and 1340 Phoenix Drive and 1325 and 1335 Miami Lane. During the years of 2011 through 2020, the annual tax levy related to the improvements was \$1,566. The levy amounts included interest and construction costs.

Given that all improvements contemplated by Ordinance M-19-06, Ordinance M-35-11, Ordinance M-36-11 and Ordinance M-37-11 have been completed, the City has to file a termination of the expired SSA's with Cook County. This process can be completed by passage of an Ordinance by the City Council and filing with the County Clerk's Map Department.

**Recommendation:** I recommend that the City Council approve Ordinance M-25-21 terminating the expired SSA No.8, SSA No. 11, SSA No. 12, and SSA No. 13.

***Attachments:***

Ordinance M-25-21 - Ordinance Terminating Expired Special Service Areas

**CITY OF DES PLAINES**

**ORDINANCE M - 25 - 21**

**AN ORDINANCE TERMINATING EXPIRED SPECIAL SERVICE AREAS 8, 11, 12 AND 13.**

**WHEREAS**, on June 5, 2006, the City Council of the City of Des Plaines adopted Ordinance M-19-06, which created a special service area designated as the "Special Service Area Number Eight" for the purpose of curb and gutter improvements at Crabtree Lane ("**SSA No. 8**"); and

**WHEREAS**, on September 6, 2011, the City Council of the City of Des Plaines adopted Ordinance M-35-11, which created a special service area designated as the "Special Service Area Number Eleven" for the purpose of rear yard drainage improvements at 138, 158, 273, 283, 170 and 180 Drake Lane ("**SSA No. 11**"); and

**WHEREAS**, on September 6, 2011, the City Council of the City of Des Plaines adopted Ordinance M-36-11, which created a special service area designated as the "Special Service Area Number Twelve" for the purpose of rear yard drainage improvements at 948 and 956 Greenview Avenue ("**SSA No. 12**"); and

**WHEREAS**, on September 6, 2011, the City Council of the City of Des Plaines adopted Ordinance M-37-11, which created a special service area designated as the "Special Service Area Number Thirteen" for the purpose of rear yard drainage improvements at 1318, 1330 and 1340 Phoenix Drive and 1325 and 1335 Miami Lane ("**SSA No. 13**"); and

**WHEREAS**, all improvements contemplated by Ordinance M-19-06, Ordinance M-35-11, Ordinance M-36-11 and Ordinance M-37-11 have been completed, and the City has not issued a tax levy for SSA No. 8 since the 2020 tax year, SSA No. 11 since the 2020 tax year, SSA No. 12 since the 2020 tax year, and SSA No. 13 since the 2020 tax year, and there are no excess funds available; and

**WHEREAS**, the City Council has determined that the termination of SSA No. 8, SSA No. 11, SSA No. 12 and SSA No. 13 is in the best interest of the City;

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

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

**SECTION 2. TERMINATION OF SPECIAL SERVICE AREAS.** The following Special Service Areas are hereby terminated as of the 2021 Tax Year:

<b>Agency Name</b>	<b>Agency No.</b>
City of Des Plaines Special Service Area 8	03-0290-105
City of Des Plaines Special Service Area 11	03-0290-108
City of Des Plaines Special Service Area 12	03-0290-109
City of Des Plaines Special Service Area 13	03-0290-110

**SECTION 3: FILING WITH COUNTY.** After the Effective Date of this Ordinance, the City Clerk is directed to file a certified copy of this Ordinance in the Office of the Cook County Clerk.

**SECTION 4. EFFECTIVE DATE.** This ordinance shall be in full force and effect from and after its passage, by a vote of the corporate authorities, approval, publication and posting as provided by law.

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

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

**VOTE:** AYES \_\_\_\_ NAYS \_\_\_\_ ABSENT \_\_\_\_

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

**ATTEST:**

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

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

Approved as to form:

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

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



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: October 7, 2021

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

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

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

Subject: IEMA Hazard Mitigation Grant Agreement Amendment (PDMC-PJ-05-IL-2017-008)

**Issue:** The Federal Emergency Management Agency (FEMA) has approved the City's application to purchase up to 13 structures where the property owners have volunteered to participate in a Hazard Mitigation Grant buyout program. We have been working with the Illinois Emergency Management Agency (IEMA), who administers the program for FEMA, and the property owners on the grant to purchase and remove the structures from the flood plain. Due to increased costs, the City has requested a grant increase from FEMA.

**Analysis:** IEMA is administering this PDMC-PJ-05-IL-2017-008 grant and requires the City to enter into an amended grant agreement in order to disperse the funds to the City. The FEMA grant amount has been increased to \$4,071,998.05 of which \$3,053,999.05 is federal funds and the local match (funded by the MWRD) is already approved from Resolution R-58-20. The City will take the lead in the acquisition of the properties and will be reimbursed for all expenses incurred by this grant in order to purchase and demolish up to 13 homes pursuant to both grant agreements (IEMA and MWRD).

**Recommendation:** We recommend approval of the IEMA Hazard Mitigation Grant Program Amended Agreement in order to fund the acquisition and demolition of up to 13 structures within the floodplain.

**Attachments:**

Resolution R-160-21

Exhibit A – IEMA Grant Agreement Amendment



**CITY OF DES PLAINES**

**RESOLUTION R - 160 - 21**

**A RESOLUTION APPROVING A GRANT AGREEMENT WITH THE ILLINOIS EMERGENCY MANAGEMENT AGENCY.**

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

**WHEREAS**, IEMA has awarded grant PDMC-PJ-05-IL-2017-008 to the City ("**Grant**") for the acquisition and demolition of 13 structures located within the flood plain that have been repeatedly damaged by flooding ("**Project**") as outlined under the grant agreement between the City and IEMA ("**Original Grant Agreement**"), which was approved by City Council by Resolution R-58-20; and

**WHEREAS**, due to increased costs, the City has requested a grant increase to \$4,071,998.05 from FEMA of which \$3,053,999.05 is federal funds and the remainder is the local match, which was approved by Resolution R-58-20; and

**WHEREAS**, in order to increase the grant amount, the City must enter into a new grant agreement with IEMA, which restates the terms of the Original Grant Agreement and amends the grant amount ("**Grant Agreement**"); and

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

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

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

**SECTION 2: APPROVAL OF GRANT AGREEMENT.** The City Council hereby approves the Grant 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: AUTHORIZATION TO EXECUTE GRANT AGREEMENT.** The City Council hereby authorizes and directs the Mayor and the City Clerk to execute and seal, on behalf of the City, the final Grant 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 \_\_\_\_

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**MAYOR**

ATTEST:

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**

DP-Resolution Approving an Amended Grant Agreement with IEMA for Buyout of Properties in the Flood Plain



**INTERGOVERNMENTAL GRANT AGREEMENT  
BETWEEN  
THE STATE OF ILLINOIS, ILLINOIS EMERGENCY MANAGEMENT AGENCY  
AND  
\_\_\_\_\_ City of Des Plaines \_\_\_\_\_**

The Illinois Emergency Management Agency (Grantor), with its principal office at 1035 Outer Park Drive, Springfield, Illinois 62704, and **City of Des Plaines** (Grantee), with its principal office at **1420 Miner Street, Des Plaines, IL 60016-6771**, hereby enter into this Intergovernmental Grant Agreement (Agreement). Grantor and Grantee will collectively referred to herein as "Parties" or individually as a "Party."

**PART ONE – THE UNIFORM TERMS  
RECITALS**

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

**ARTICLE I  
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION**

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that **074399668** is Grantee's correct DUNS number, that **36-6005849** is Grantee's correct FEIN, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a Government Unit.

1.2. Amount of Agreement. Grant Funds shall not exceed **\$4,071,998.05**, of which **\$3,053,999.05** are federal funds. (IEMA's share not to exceed \$3,053,999.05) Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement. Grantee is required to match these funds on a cost-sharing basis of not more than 75 percent Federal and at least 25 percent non-Federal contributions. Grantee is required to provide and/or secure the full non-Federal share for mitigation activities with eligible expenses as outlined in **Exhibit C**.

1.3. Identification Numbers. The Federal Award Identification number is **EMC-2018-PC-0005**. The Catalogue of Federal Domestic Assistance Number (CFDA) is **97.047**. The Catalog of State Financial Assistance (CSFA) Number is **588-40-0451**. The State Award Identification Number is **451-30060**.

1.4. Term. This Agreement shall be effective on **August 14, 2017**, and shall expire on **March 22, 2022**, unless terminated pursuant to this Agreement.

1.5. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

1.7. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**Illinois Emergency Management Agency**

**[CITY OF DES PLAINES]**

By: \_\_\_\_\_  
Alicia Tate-Nadeau, Director

By: \_\_\_\_\_  
Andrew Goczkowski, Mayor  
Signature of Authorized Representative

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

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

By: \_\_\_\_\_  
Signature of Designee

By: \_\_\_\_\_  
Signature of Designee

Printed Name: Alicia Tate-Nadeau  
Printed Title: Director

Printed Name: Andrew Goczkowski  
Printed Title: Mayor

By: \_\_\_\_\_  
Karl V. Pound, Chief Financial Officer

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

By: \_\_\_\_\_  
Signature of Designee

Printed Name: Karl V. Pound  
Printed Title: Chief Financial Officer

By: \_\_\_\_\_  
Eric Lohrenz, General Counsel

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

By: \_\_\_\_\_  
Signature of Designee

Printed Name: Eric Lohrenz  
Printed Title: General Counsel

**ARTICLE II  
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is a governmental entity.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(d) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

2.5. Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

**ARTICLE III  
DEFINITIONS**

3.1. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

“2 CFR Part 200” means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Allocable Costs” means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“CFDA” or “Catalog of Federal Domestic Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Close-out Report” means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Consolidated Financial Report” means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

“Cost Allocation Plan” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“CSFA” or “Catalog of State Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“DUNS Number” means a unique nine-digit identification number provided by Dun & Bradstreet for each physical location of Grantee’s organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

“FAIN” means the Federal Award Identification Number.

“FFATA” or “Federal Funding Accountability and Transparency Act” has the same meaning as in 31 USC 6101; P.L. 110-252.

“Fixed-Rate” has the same meaning as in 44 Ill. Admin. Code 7000.20. “Fixed-Rate” is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.

“GAAP” or “Generally Accepted Accounting Principles” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Grant Funds” has the same meaning as in 30 ILCS 705.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Net Revenue” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Net Revenue” is synonymous with “Profit.”

“Nonprofit Organization” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Notice of Award” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“OMB” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Profit” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Profit” is synonymous with “Net Revenue.”

“Program” means the services to be provided pursuant to this Agreement.

“Program Costs” means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

“Program Income” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Related Parties” has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

“SAM” means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

“State” means the State of Illinois.

“Term” has the meaning set forth in Paragraph 1.4.

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

#### ARTICLE IV PAYMENT

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Illinois Grant Funds Recovery Act. Any Grant Funds remaining at the end of the Agreement period which are not expended or legally obligated by Grantee shall be returned to Grantor within forty-five (45) days after the expiration of this Agreement in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*). In the event of a conflict between the Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable Federal laws or regulations.

4.4. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.



4.6. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in **PART TWO** or **PART THREE**. 30 ILCS 705/10.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8) or prohibited from doing so by state law. All interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986, 30 ILCS 210; *See also* 30 ILCS 705/10.

4.7. Timely Billing Required. Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART TWO** or **PART THREE**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.8. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

**ARTICLE V**  
**SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT**

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein as an attachment. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in Exhibit G. Grantee shall adhere to the specific conditions listed therein.

## ARTICLE VI BUDGET

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein as an attachment.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3. Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

## ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. Indirect Cost Rate Submission.

(a) This Paragraph 7.2 applies only to:

- (i) A Grantee who charges, or expects to charge, any Indirect Costs; and
- (ii) A Grantee who is allowed to charge Indirect Costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.

- (i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for State and local governments.
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for institutions of higher education.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit. However, for Grantees to which Appendix III of 2 CFR Part 200 applies, the rate amount must not exceed 26% (see 2 CFR Part 200, Appendix III(C)(8)).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4. Higher Education Cost Principles. The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Government Cost Principles. The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.6. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. See 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

- (i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7. **Federal Requirements.** All Grants, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 III. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.9. **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

## ARTICLE VIII REQUIRED CERTIFICATIONS

8.1. **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.* or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC §1251 *et seq.*).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (*See* 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement

shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

#### ARTICLE IX CRIMINAL DISCLOSURE

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Grant Funds, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding

civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.

**ARTICLE X  
UNLAWFUL DISCRIMINATION**

10.1. Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

**ARTICLE XI  
LOBBYING**

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.



11.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

## ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply,



upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

**ARTICLE XIII**  
**FINANCIAL REPORTING REQUIREMENTS**

13.1. **Required Periodic Financial Reports.** Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 207(b)(3) and 200.327.

13.2. **Close-out Reports.**

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3. **Annual Financial Reports.**

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by **PART TWO** or **PART THREE**.

(b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee's fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.

(c) The Annual Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Annual Financial Report must cover the same period as the Grantee's tax return.

(d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Annual Financial Report.

(e) Annual Financial Reports shall follow a format prescribed by Grantor.

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

13.4. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding.

#### ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO or PART THREE. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. In unusual circumstances where more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in PART TWO or PART THREE. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in Exhibit F. See 2 CFR 200.301 and 200.210.

#### ARTICLE XV AUDIT REQUIREMENTS

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c).

15.2. Single and Program-Specific Audits. If Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) during its fiscal year, it must have a single audit or

program-specific audit conducted for that year as required in 2 CFR 200.501 and other applicable sections of Subpart F. The audit and reporting package (including data collection form) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (Program-specific audit). The audit (and package) must be submitted to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine months after the end of the audit period, whichever is earlier.

15.3. Financial Statement Audit. If Grantee expends less than \$750,000 in Federal Awards during its fiscal year and is not subject to the audit requirements in 15.2, but receives between \$300,000 and \$499,999 in Federal and State Awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards(GAAS); if Grantee expends between \$500,000 and \$749,999 in Federal and State awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). Grantee shall submit these financial statement audit reports to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 calendar days after the end of the audit period, whichever is earlier.

15.4. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.

15.5. Report Timing. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

## ARTICLE XVI TERMINATION; SUSPENSION

### 16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(c) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, Grantee may avail itself of any opportunities to object and challenge such suspension or termination in accordance with any applicable written processes and procedures. 2 CFR 200.341.

16.4. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

- i. Grantor expressly authorizes them in the notice of suspension or termination; and
- ii. The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.5. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

**ARTICLE XVII**  
**SUBCONTRACTS/SUB-GRANTS**

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

#### ARTICLE XVIII NOTICE OF CHANGE

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, Federal employer identification number (FEIN), DUNS number, SAM registration or the state equivalent registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

#### ARTICLE XIX REORGANIZATION

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

**ARTICLE XX  
AGREEMENTS WITH OTHER STATE AGENCIES**

20.1. Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

**ARTICLE XXI  
CONFLICT OF INTEREST**

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13).

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

**ARTICLE XXII  
EQUIPMENT OR PROPERTY**

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are

obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders.

**ARTICLE XXIII  
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

**ARTICLE XXIV  
INSURANCE**

24.1. Purchase and Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

24.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

**ARTICLE XXV  
LAWSUITS**

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or

subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXVI  
MISCELLANEOUS**

26.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. **Exhibits A** through **G**, **PART TWO**, **PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable State and Federal statutes, Federal regulations and Grantor administrative rules regarding confidential records or other



information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12. Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

26.13. Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.14. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.16. Attorney Fees and Costs. If Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

EXHIBIT A

PROJECT DESCRIPTION

The Grantor has been awarded a PDMC-PJ-05-IL-2017-008 grant from the Federal Emergency Management Agency (FEMA) in accordance with Hazard Mitigation Assistance. As authorized by Section 404 of the Stafford Act, 42 U.S.C., the key purpose of funding a hazard mitigation project is to ensure that the opportunity to take critical mitigation measures to reduce the risk of loss of life and property from future disasters is not lost during the reconstruction process following a disaster. These funds are also designed to assist States, territories, federally-recognized tribes, and local communities to implement a sustained pre-disaster natural hazard mitigation program to reduce overall risk to the population and structures from future hazard events. The purpose of this Agreement is to provide funding through the **Pre-Disaster Mitigation Program (PDM)** for the Grantee's approved hazard mitigation project. This Agreement shall apply to all PDM assistance provided by the Federal Emergency Management Agency (FEMA) through IEMA to the Grantee. The Grantee agrees to use the funds for the project described herein and will comply with all terms and conditions of this Agreement and applicable federal and state statutes, regulations, guidance and policies.

**EXHIBIT B**

**DELIVERABLES OR MILESTONES**

Deliverables are directly related to the successful completion of the approved scope of work.

**The City of Des Plaines buyout involves the acquisition and removal of 13 flood-prone properties from the regulatory floodplain. All 13 properties are located within the City of Des Plaines and are severe repetitive loss, repetitive loss, or flood-prone structures. All 13 structures are in the regulatory floodway of the Des Plaines River. Once acquisition of the designated properties has been completed, deed restrictions shall be placed on the properties. Structures on the acquired properties will be demolished, and the properties will be restored as public open space.**

**EXHIBIT C**

**PAYMENT**

Grantee shall receive approximately \$ 4,071,998.05 under this Agreement.

Budget line Item	Item Description	*Cost Classification	Unit Quantity	Unit Measure	New Total Cost
1	Property Purchase - 1981 Big Bend Dr	Land, Structures, Right-of-way	1	Each	\$ 299,500.00
2	Property Purchase - 1876 Big Bend Dr	Land, Structures, Right-of-way	1	Each	\$ 356,000.00
3	Property Purchase - 1700 Junior Ter	Land, Structures, Right-of-way	1	Each	\$ 212,050.00
4	Property Purchase - 1794 Rand Rd	Land, Structures, Right-of-way	1	Each	\$ 185,000.00
5	Property Purchase - 1943 Big Bend Dr	Land, Structures, Right-of-way	1	Each	\$ 289,500.00
6	Property Purchase - 1935 Big Bend Dr	Land, Structures, Right-of-way	1	Each	\$ 332,000.00
7	Property Purchase - 1738 Hawthorne Ter	Land, Structures, Right-of-way	1	Each	\$ 268,950.00
8	Property Purchase - 384 Hawthorne Ln	Land, Structures, Right-of-way	1	Each	\$ 268,000.00
9	Property Purchase - 1745 Junior Ter	Land, Structures, Right-of-way	1	Each	\$ 250,000.00
10	Property Purchase - 351 Hawthorne Ter	Land, Structures, Right-of-way	1	Each	\$ 245,000.00
11	Property Purchase - 1700 Hawthorne Ter	Land, Structures, Right-of-way	1	Each	\$ 265,000.00
12	Property Purchase - 329 Hawthorne Ter	Land, Structures, Right-of-way	1	Each	\$ 319,000.00
13	Property Purchase - 1776 Junior Ter	Land, Structures, Right-of-way	1	Each	\$ 145,000.00
14	Title Search, Legal Fees and Appraisal Costs	Administrative Expense	1	Each	\$ 129,998.05
15	Demolition & Restoration	Demolition & Restoration	13	35000	\$ 455,000.00
16	Hazardous Material Remediation	Construction & Project Improvement	13	1000	\$ 13,000.00
17	Project Management	Construction & Project Improvement	13	3000	\$ 39,000.00
					\$ 4,071,998.05

The Grantee shall submit a signed request for payment/reimbursement form and a copy of the related receipts or invoices that verify expenditures for eligible grant funds to the Grantor for review by mail, or fax to the following addresses or fax number:

IEMA  
 Attention: State Hazard Mitigation Officer  
 1035 Outer Park Drive  
 Springfield, IL 62704  
 Fax: (217)782-8753

EXHIBIT D

CONTACT INFORMATION

**CONTACT FOR NOTIFICATION:**

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

**GRANTOR CONTACT**

**GRANTEE CONTACT**

Name: Sam Al-Basha

Name: Jon Duddles

Title: State Hazard Mitigation Officer

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

Address: 1035 Outer Park Drive, Springfield, IL 62704

Address: 1420 Miner Street

Des Plaines, IL 60016-6771

Phone: 217/785-9942

Phone: 847-391-6127

\_\_\_\_\_  
TTY#: \_\_\_\_\_

\_\_\_\_\_  
TTY #: \_\_\_\_\_

Fax#: 217/782-8753

Fax #: 847-391-5619

E-mail: sam.m.al-basha@illinois.gov

E-mail: jduddles@desplaines.org

Additional Information: \_\_\_\_\_

**EXHIBIT E**

**PERFORMANCE MEASURES**

The Grantee shall submit quarterly status reports to the State Hazard Mitigation Officer (SHMO) within fifteen days following the end of the quarter (January 15, April 15, July 15, and October 15). Said report will include the status of the project, work completed toward the milestones described in Exhibit B, the anticipated project completion date, and financial information.

**EXHIBIT F**  
**PERFORMANCE STANDARDS**

Performance standards include:

1. Appropriate use of grant funds in accordance with the approved scope of work and budget, and the terms outlined in this Agreement.
2. The timely submittal of required documentation as defined in Exhibit E of this Agreement.
3. Adequate results from grant monitoring conducted by the Grantor.

EXHIBIT G

SPECIFIC CONDITIONS

1. The Grantee will provide all necessary financial and managerial resources to meet the terms and conditions of this Agreement. The Grantee agrees to comply with any special conditions contained in the Notice of State Award (NOSA) that have been imposed as a result of the Grantee's programmatic, financial and administrative internal control questionnaires.
2. The Grantee is aware that the grant program requires cost-sharing on the basis of not more than 75 percent Federal and at least 25 percent non-Federal contributions and that the Grantee is required to provide and/or secure the full non-Federal share for mitigation activities.
3. The Grantee may send a written request to the Grantor for a portion of the total contract amount upon the following conditions:
  - a) The Grantee will spend the funds requested within a twenty-day period after receipt of the funds from Grantor. Additional funds may be drawn upon request, based on need and the ability to spend within a twenty-day period;
  - b) The Grantee cannot receive more than 75% of the Federal share of the funds until the plan is completed and submitted to FEMA; and
  - c) The Grantee cannot receive more than 90% of the Federal share of the funds until the plan is approved by FEMA and adopted by the Grantee.
4. If the Grantee fails to expend or is over-advanced grant funds, the Grantor reserves the right to recapture funds in accordance with the applicable Federal or State laws and requirements.
5. The Grantee shall begin the scope of work within 90 days of the effective date of this Agreement and complete all items of work by the end of the Agreement term, unless otherwise agreed to in a written amendment to this Agreement.
6. The Grantee will comply with all applicable ordinances, codes and standards as pertains to this HMA project and agrees to provide maintenance as appropriate.
7. The Grantee will not enter into cost-plus-percentage-of-cost contracts for completion of this HMA project.
8. Upon project completion and after all eligible funds have been drawn down, IEMA will prepare and deliver to the Grantee a final report detailing the satisfactory completion of all required deliverables and substantiating the payment and match documentation.
9. FEMA, IEMA, the Illinois Auditor General, the Illinois Attorney General or any of their duly authorized representatives reserve the right to review, inspect or audit all contracts, records and documents related to the expenditure of the HMA funds. IEMA reserves the right to disallow any expenditures that are deemed ineligible, unreasonable, or excessive. In the event that questioned costs are ultimately deemed disallowed, as determined by the IEMA, the Grantee shall be responsible for repayment of such costs.
10. The Grantee shall have a single audit conducted in accordance with 2 CFR Part 200 when expending



\$750,000 or more in federal funds from any source during a fiscal year and shall submit a copy of the single audit report, if applicable, to IEMA within the required time frames.

11. The Grantee will be responsible for timely action in resolving any audit finding or questioned project costs.
12. The Grantee shall return to IEMA all grant funds that are not expended or that are received from IEMA in error. All funds remaining at the expiration of the period of time the funds are available for expenditure or obligation by the Grantee shall be returned to IEMA within 45 days, if applicable. IEMA may recapture those funds in accordance with state and federal laws and regulations. The Grantee's failure to comply with any one of the terms of this Agreement shall be cause for IEMA to seek recovery of all or part of the grant proceeds.
13. This Agreement may be amended because of changes in state or federal statutes, regulations, or grant award policies; an extension in the grant award term; an increase in the amount of funds granted; or any other provision requiring a modification. Grantor may remove (or reduce) a Specific Condition included in this Exhibit G by providing notice in writing to the Grantee.  
All other modifications must be in writing and signed by both parties.
14. The Grantee agrees to maintain good standing in the National Flood Insurance Program (NFIP).

#### **REQUIREMENTS FOR ACQUISITION AND RELOCATION PROJECTS**

15. The funds requested for this project shall not duplicate funds or benefits received for the same activities from any other funding source.
16. The Grantee shall obtain a signed letter of agreement from each participating property owner, which must include a certification that: (1) the owner has revealed any other funds received for structural repairs which would represent duplicated disaster-recovery benefits such as insurance proceeds or federal grants or assistance, and that (2) the owner will relocate outside of any floodplain mapped by FEMA.
17. The Grantee shall take possession of all acquired structures and parcels at the time of closing.
18. A copy of the closing documentation, which includes the certified appraised value of the property, all deductions, the net balance to the seller, and legal description of the parcel shall be forwarded to the IEMA upon closing of the property.
19. If the Grantee is participating in the Salvage Program, permanently affixed items and appliances can only be removed from an acquired structure based upon the Property Owner Salvage List, which must be signed by both the local appraiser and the homeowner. These items must be removed prior to closing, and the value of those items must be deducted from the offer price. IEMA strongly discourages the removal of porous items due to health concerns.
20. Prior to demolition or relocation, an acquired structure may not be sold to any party without written consent from IEMA.
21. Each parcel acquired with HMA funds shall be deed restricted to include the requirements in the Model Deed Restriction set forth in Appendix A (attached).

22. The Grantee shall comply with the conditions established in the Record of Environmental Consideration approved by the FEMA Regional Environmental Officer.



## FINANCE DEPARTMENT

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

## MEMORANDUM

Date: October 6, 2021

To: Michael G. Bartholomew, City Manager

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

Subject: Amendment to Chapter VI – “Investments” of the City of Des Plaines Financial Policy and Procedure Manual

A handwritten signature in blue ink, appearing to be 'D. Wisniewski', is located to the right of the 'To:' and 'From:' lines.

**Issue:** For the City Council to approve a Resolution accepting an amendment to Chapter VI – “Investments” of the City of Des Plaines Financial Policy and Procedure Manual.

**Analysis:** In 2019, the Sustainable Investing Act (PA 101-473) was signed into law by Illinois Governor J.B. Pritzker. The Act provides that all state and local government entities that hold and manage public funds should integrate material, relevant, and useful sustainability factors into their policies, processes, and decision making.

Sustainability or ESG (environment, social and governance) factors are used to more comprehensively analyze an investment based on its risk profile and return potential. This complements traditional financial and technical analysis. The use of sustainability factors has been shown to minimize risk and maximize returns and is considered a best practice in the investment industry.

The Act defines sustainability factors to include data and indicators related to (1) corporate governance and leadership, (2) environmental, (3) social capital, (4) human capital (including responsible contractor and responsible bidder policies), and (5) business model and innovation. Collectively, these are also commonly referred to as ESG factors.

Attached to this document is the proposed Investment Policy for the City of Des Plaines, which includes a section on Sustainability (Section 6.4, Article G) in order to comply with the Act. The current Investment Policy was last updated on January 6, 2015 in order to streamline and clarify the existing language.

**Recommendation:** I recommend that the City Council adopt the revised Chapter VI – “Investments” of the City of Des Plaines Financial Policy and Procedure Manual as set forth in the attached Resolution.

**Attachments:**

Resolution R-164-21

Exhibit A – Chapter VI – “Investments”, the City of Des Plaines Financial Policy and Procedure Manual

**CITY OF DES PLAINES**

**RESOLUTION R - 164 - 21**

**A RESOLUTION ADOPTING AN AMENDED INVESTMENT POLICY FOR THE CITY OF DES PLAINES.**

**WHEREAS**, on July 19, 1999 the City Council adopted Resolution R-43-99, approving an investment policy governing the investment of public funds by the City ("**Investment Policy**"), which Investment Policy is also known as Chapter VI of the City Financial Policy and Procedures Manual; and

**WHEREAS**, on June 6, 2005, the City Council adopted Resolution R-85-05, approving an amendment to the Investment Policy regarding the engagement of investment managers by the City; and

**WHEREAS**, on January 6, 2015, the City Council adopted Resolution R-15-15 to further amend the Investment Policy to update and clarify certain provisions relating to, among other things, the Investment Policy's scope, authorized investments, and investment parameters; and

**WHEREAS**, in 2019, the Sustainable Investing Act, Public Act 101-473 ("**Act**"), was signed by Illinois Governor Pritzker, which Act provides that all State and local government entities that hold and manage public funds should integrate material, relevant, and useful sustainability factors into their polices, processes, and decision making; and

**WHEREAS**, the City desires to further amend the Investment Policy to reflect that sustainability factors are being incorporated and considered in investment decision making related to funds in the City's custody in compliance with the Act ("**Amended Investment Policy**"); and

**WHEREAS**, the City Council has determined that is in the best interest of the City to approve and adopt the Amended Investment Policy as set forth in this Resolution;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF DES PLAINES, COOK COUNTY, ILLINOIS**, in the exercise of its home rule powers, as follows:

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

**SECTION 2: APPROVAL OF AMENDED INVESTMENT POLICY.** The City Council hereby approves the Amended Investment Policy attached to this Resolution as **Exhibit A**.

**SECTION 3: ADOPTION OF AMENDED INVESTMENT POLICY.** The City Council hereby adopts the Amended Investment Policy attached to this Resolution as Exhibit A. To the extent that the provisions of any prior versions of the Investment Policy are inconsistent

with the provisions of the Amended Investment Policy, the prior versions of the Investment Policy are hereby repealed and are of no further force and effect.

**SECTION 4: EFFECTIVE DATE.** This Resolution shall be in full force and effect upon its passage and approval by a majority of the members of the City Council.

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

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

**VOTE:** AYES \_\_\_\_\_ NAYS \_\_\_\_\_ ABSENT \_\_\_\_\_

---

**MAYOR**

ATTEST:

Approved as to form:

---

**CITY CLERK**

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**Peter M. Friedman, General Counsel**



# FINANCIAL POLICY AND PROCEDURE MANUAL

Chapter VI: Investments

City of Des Plaines  
Revised: October 18, 2021  
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### **6.1. Purpose**

The purpose of the Investment Policy of the City of Des Plaines (herein referred to as “the City”) is to define the parameters within which funds are to be managed. In methods, procedures and practices, the policy formalizes the framework for the City’s investment activities that must be exercised to ensure effective and judicious fiscal and investment management of the City’s funds.

### **6.2. Policy**

It is the Policy of the City to invest public funds in a manner which will provide a competitive investment return with the maximum security while meeting the daily cash flow demands of the City and conforming to all statutes governing the investment of public funds.

### **6.3. Responsibility**

#### **A. Governing Body**

The City Council will retain ultimate fiduciary responsibility for the City’s investment portfolio. The City Council will receive an investment report at least quarterly, designate the investment officer and approve the investment policy changes necessary by adoption.

#### **B. Investment Office**

Management and administrative responsibility for the investment program is hereby delegated to the Director of Finance, who under the direction of the City Manager shall establish written procedures and internal controls for the operation of the investment program consistent with this investment policy. The Director of Finance may from time to time amend the written procedures in a manner not inconsistent with this policy or with State Statutes. The investment program shall be operated in conformance with federal, state, and other legal requirements including the Public Funds Investment Act (30 ILCS 235), which requires the adoption of a written investment policy by the City, and any changes that may be made to that Act from time-to-time.

### **6.4. Rules and Procedures**

#### **A. Scope**

This investment policy applies to all financial assets of the City, with the following exceptions:

1. The Des Plaines Police Pension Fund is governed by the Des Plaines Police Pension Board of Trustees and has a separate investment policy.
2. The Des Plaines Firefighters’ Pension Fund is governed by the Des Plaines Firefighters’ Pension Board of Trustees and has a separate investment policy.



3. The Des Plaines Public Library is subject to the direction of its own Board of Trustees and has a separate investment policy.
4. Funds set aside to decrease the City's debt in conjunction with a refunding agreement will be invested in accordance with appropriate bond documents and not necessarily in compliance with this policy.
5. Should bond covenants be more restrictive than this policy, funds will be invested in full compliance with those restrictions.

The following funds are accounted for in the City's Comprehensive Annual Financial Report and are covered under this policy:

- General Fund
- Special Revenue Funds
- Capital Project Funds
- Enterprise Funds
- Internal Service Funds
- Trust and Agency Funds (Except Police and Firefighters' Pensions)
- Any new fund created, unless specifically exempted above

The City will consolidate cash and reserve funds from all funds covered under this policy to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with Generally Accepted Accounting Principles (GAAP).

## **B. General Objectives**

The primary objectives, in priority order, of the City's investment activities shall be safety, liquidity and return on investments:

1. **Safety:** Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.
  - a. **Credit Risk:** Credit risk is the risk that an issuer of a debt security will not pay its par value upon maturity. The goal will be to minimize credit risk by:
    - Limiting investment to the types of securities identified in Article 6.4, Section F of this policy; and
    - Diversifying the portfolio in accordance with Article 6.4, Section H of this policy, so that potential losses on individual securities will be minimized.

Diversification reduces the risk that potential losses on individual securities might exceed the income generated from the remainder of the portfolio.

- b. **Interest Rate Risk:** Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The goal will be to minimize interest rate risk by:
  - Structuring the portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity; and
  - Investing operating funds primarily in shorter-term securities, money markets, or similar investment pools.
2. **Liquidity:** The City's investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.
3. **Return of Investments:** The City's investment portfolio shall be designed with the objective of attaining a market-average rate of return in accordance with Article 6.4, Section K of this policy, taking into account the budgetary and economic cycles of the City's investment risk constraints and cash flow needs.

### C. Standards of Care

1. **Prudence:** Investments shall be made with judgment and care, under circumstances then prevailing, with persons of prudence discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of the City's capital as well as the probable income to be derived. The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.
2. **Ethics and Conflicts of Interest:** Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose any material financial interests in financial institutions that conduct business with the City, and they shall further disclose any large personal financial/investment positions that could be related to the City's investment portfolio. Employees and officers involved in the City's investment program shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City.
3. **Maintaining the Public Trust:** All participants in the investment process shall seek to act responsibly as custodians of the public trust. No officer or designee may engage in an

investment transaction except as provided under the terms of this policy and supporting procedures.

#### **D. Authorized Financial Institutions**

Financial institutions may include depositories, investment advisors, broker/dealers, and local government investment pools as authorized in this policy. Financial institutions who desire to become qualified for transactions must provide certification (**Attachment 1**) of having read and understood this policy, agree to comply with this policy, and ensure all investments proposed for purchase will conform to this policy and applicable State statutes. Selection of financial institutions authorized to engage in transactions with the City shall be at the sole discretion of the City. Financial institutions will be selected based on financial condition, proper registration, level of service, experience with Illinois municipalities, and competitive pricing.

All *depositories* shall be insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA) and may consist of banks, savings and loan associations, and credit unions. All financial institutions who desire to become designated depositories must supply the following (as appropriate):

- Audited financial statements
- Proof of state registration
- Evidence of adequate insurance coverage

All *investment advisors* shall be registered under the Investment Advisors Act of 1940. All financial institutions who desire to become designated investment advisors must supply the following (as appropriate):

- Audited financial statements
- Securities and Exchange Commission (SEC) Form ADV – Part 1 and 2
- Proof of state or SEC registration as appropriate
- Evidence of adequate insurance coverage

All *broker/dealers* authorized to engage in transactions with the City shall be insured by the Securities Investor Protection Corporation (SIPC). All financial institutions who desire to become designated broker/dealers must supply the following (as appropriate):

- Audited financial statements
- Proof of Financial Industry Regulatory Authority (FINRA) certification
- Proof of state registration
- Evidence of adequate insurance coverage

A periodic review of the financial condition and registration of all qualified financial institutions and broker/dealers may be conducted by the investment officer.

Any financial institution selected by the City may be requested to provide cash management services, including but not limited to: checking accounts, wire transfers, purchase and sale of investment securities, and safekeeping services.

All fees for banking and investment services shall be mutually agreed to by an authorized representative of the financial institution and the Director of Finance of the City.

### **E. Safekeeping and Custody**

All security transactions, including collateral for repurchase agreements, entered into by the City shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by a third-party custodian designated by the Director of Finance and evidenced by safekeeping receipts.

Third-party safekeeping shall be required for all collateral, which may be held at the following locations:

- A Federal Reserve Bank or its branch office; or
- By an independent third party with whom the City has a current custodial agreement, unless physical securities are involved.

Safekeeping shall be documented by written agreement which may take the form of a safekeeping agreement, trust agreement, escrow agreement, or custody agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City. Substitution or exchange of securities held in safekeeping shall not be done without prior written notice of the City at least 10 days prior to any proposed substitutions and provided that the market value of the replacement securities is equal or greater than the market value of the securities being replaced. The City must pre-approve all substitution and exchanges of securities.

### **F. Authorized Investments**

The City may invest in any type of security allowed for in Illinois statutes (30 ILCS 235/2) regarding the investment of public funds. Approved investments include:

1. Bonds, notes, certificates of indebtedness, treasury bills or other securities now or hereafter issued, which are guaranteed by the full faith and credit of the United States of America as to principal and interest;
2. Bonds, notes, debentures, or other similar obligations of the United States of America, its agencies, and its instrumentalities;
3. Interest-bearing savings accounts, interest-bearing certificates of deposit or interest-bearing time deposits or any other investments constituting direct obligations of any bank as defined by the Illinois Banking Act; provided, however, that such investments may be made only in banks which are insured by the Federal Deposit Insurance Corporation (FDIC);

4. Short-term obligations of corporations (commercial paper) organized in the United States with assets exceeding \$500,000,000 and rated at the time of purchase at one of the 3 highest classifications established by at least 2 standard rating services and which mature not later than 270 days from the date of purchase;
5. Money market mutual funds registered under the Investment Company Act of 1940, provided that the portfolio of any such money market mutual fund is limited to (1) bonds, notes, certificates of indebtedness, treasury bills or other securities now or hereafter issued, which are guaranteed by the full faith and credit of the United States of America as to principal and interest, (2) bonds, notes, debentures, or other similar obligations of the United States of America, or its agencies, and its instrumentalities, or (3) agreements to repurchase such obligations;
6. Interest-bearing bonds of any county, township, city, village, incorporated town, municipal corporation, or school district, of the State of Illinois, of any other state, or of any political subdivision or agency of the State of Illinois or of any other state. The bonds shall be registered in the name of the municipality or held under a custodial agreement at a bank. The bonds shall be rated at the time of purchase within the 4 highest general classifications established by a rating service of nationally recognized expertise in rating bonds of states and their political subdivisions;
7. Short-term discount obligations of the Federal National Mortgage Association;
8. Shares or other forms of securities legally issuable by State or Federal savings banks or savings and loan associations which are insured by the FDIC;
9. Dividend-bearing share accounts, share certificate accounts or class of share accounts of a credit union chartered under the laws of the State of Illinois or the laws of the United States; provided, however, the principal office of any such credit union must be located within the State of Illinois whose accounts of which are insured by applicable law;
10. A Public Treasurers' Investment Pool created under Section 17 of the State Treasurer Act (Illinois Funds);
11. Illinois Metropolitan Investment Fund (IMET);
12. Any other investment permitted by Illinois statute.

### **G. Sustainability**

Material, relevant and decision-useful sustainability factors have been or are regularly considered by the City, within the bounds of financial and fiduciary prudence, in evaluating investment decisions. As provided under the Illinois Sustainable Investing Act (30 ILCS 238), such factors include, without limitation:

1. Corporate governance and leadership factors;
2. Environmental factors;

3. Social Capital factors;
4. Human capital factors; and
5. Business model and innovation factors.

The City will periodically consult with its investment provider(s) about the role of Environmental, Social, and Governance (ESG) analysis in its investment process and implications for the City's investment portfolio.

#### **H. Collateralization**

It is the policy of the City to require that funds on deposit in excess of Federal Deposit Insurance Corporation (FDIC), National Credit Union Administration (NCUA), and Securities Investor Protection Corporation (SIPC) insurable limits in a single financial institution and investment not guaranteed by the United States of America or one of its agencies be secured by some form of collateral in order to manage custodial credit risk.

To fulfill this requirement, every pledge of collateral must be documented by an approved written security and pledge agreement, executed by the financial institution contemporaneously with the acquisition of the pledged collateral by the financial institution.

To the extent that there are funds in excess of FDIC, NCUA, and/or SIPC insurance protection, eligible collateral instruments are as follows:

- Bonds, notes, or other securities constituting direct and general obligations of the United States;
- Bonds, notes, or other securities constituting the direct and general obligation of any agency or instrumentality of the United States, the interest and principal of which is unconditionally guaranteed by the United States;
- Bonds, notes, or other securities or evidence of indebtedness constituting the obligation of a U.S. agency or instrumentality;
- Direct and general obligation bonds of any city, town, county, school district, or other taxing body of any state, the debt service of which is payable from general ad valorem taxes; provided, however, the bonds be rated at the time of purchase with a rating of "A" or better;
- Letters of Credit through Federal Home Loan Banks

The amount of collateral provided will not be less than 105% of the market value of the net amount of public funds secured. The ratio of fair market value of collateral to the amount of funds secured shall be reviewed monthly and additional collateral will be requested when the ratio declines below the level required.

**I. Diversification**

The City's investments should be sufficiently diversified mitigating credit risk and maintaining liquidity which will ensure the preservation of principal by the following:

- a. Limiting investments to avoid over-concentration in securities from a specific issuer or business sector (excluding U.S. Treasury and Agency securities):
  - No financial institution shall hold more than 75% of the City's investment portfolio, exclusive of U.S. Treasury securities in safekeeping.
  - No more than 50% of the City's portfolio may be invested in U.S. Government Agencies, and no more than 25% may be invested in the obligations of a single agency.
  - Commercial paper shall not exceed 10% of the City's investment portfolio
- b. Investing in securities with varying maturities, and
- c. Continuously investing a portion of the portfolio in readily available funds such as local government investment pools (LGIP's) such as Illinois Funds, IMET, money market funds or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.
- d. Due to fluctuations in the aggregate surplus funds balance, maximum percentages for a particular issuer or investment type may be exceeded at a point in time subsequent to the purchase of a particular issuer or investment type. Securities need not be liquidated to realign the portfolio; however, consideration should be given to this matter within 30 days to adjust the current portfolio balances and when any future purchases are made to ensure that appropriate diversification is maintained.

**J. Maximum Maturities**

To the extent possible, the City shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific anticipated expenditure, the City will not directly invest in securities maturing more than three (3) years from the date of purchase.

However, reserve funds may be invested in securities exceeding three (3) years if the maturity of such investments are made to coincide as nearly as practicable with the expected use of the funds. In addition, reserve funds may be invested in securities authorized by this investment policy Article 6.4, Section F maturing not more than five (5) years from the date of purchase.

**K. Internal Controls**

The Director of Finance is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft or misuse.

The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a



control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits require estimates and judgments by management.

Accordingly, the Director of Finance shall establish a process for an annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following points:

- a. Control of collusion
- b. Separation of transaction authority from accounting and recordkeeping
- c. Custodial safekeeping
- d. Avoidance of physical delivery securities
- e. Clear delegation of authority to subordinate staff members
- f. Written confirmation of transactions for investments and wire transfers
- g. Dual authorizations of wire transfers

As part of the annual audit, the external auditor shall communicate in writing any significant deficiencies or material weaknesses detected in the City's investment internal control structure in addition to any noted material noncompliance with this policy.

#### **L. Performance Standards**

The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a market average rate of return during budgetary and economic cycles, taking into account the City's investment risk constraints and cash flow needs. The City's investment strategy is passive, which means securities are intended to be held to maturity. Given this strategy, the investment portfolio of the City shall be designed with the general objective of regularly exceeding the average return of the 90-day U.S. Treasury Bill. The investment program shall seek to augment returns above this threshold, consistent with risk limitations identified herein and prudent investment principles.

#### **M. Investment Report**

The Director of Finance shall prepare an investment report at least quarterly, including a succinct management summary that provides an analysis of the status of the current investment portfolio. This management summary will include the following:

- **Monthly:** The Director of Finance shall submit a cash and investment summary by financial institution which compares the current year-to-date balances in comparison with the prior year balances.
- **Quarterly:** The Director of Finance shall submit a cash and investment report to the Council which lists the individual components of the Portfolio by maturity date, valuation by fund, and rate of return to determine its general performance and effectiveness in meeting the objectives.



- **Annually:** The Comprehensive Annual Financial Report of the City shall include all investment information and disclosures required by GAAP.

#### **N. Amendment of Policy**

The Director of Finance shall review this Policy from time to time and shall submit any modifications thereto to the City Council for approval.

In the event that any state or federal legislation or regulation should further restrict instruments, institutions or procedures authorized by this policy, such restrictions shall be deemed to be immediately incorporated in this policy. If new legislation or regulation should liberalize the permitted instruments, institutions or procedures, such changes shall be available and included in this policy only after written notification to the City Council and their subsequent approval of said changes.

#### **6.5. Legislation and Documentation**

The City's investment program shall comply at all times with the Illinois Public Funds Investment Act (30 ILCS 235/1 *et seq.*) and other state laws governing the investment of public funds, as amended from time to time. In the event of any conflict between this policy and the Illinois Public Funds Investment Act and other state laws, the provisions of the Illinois Public Funds Investment Act and other state laws shall control.

The Director of Finance will maintain a list and is hereby authorized to deposit City's monies, in accordance with 65 ILCS 5/3.1-35-50, in financial institutions as attached hereto (**Attachment 2**). The Director of Finance shall review this list from time to time and shall submit any modifications thereto to the Council for approval. The Director of Finance shall be discharged from responsibility for all funds or money the Director of Finance deposits in a designated financial institution while the funds and money are so deposited.

**Attachment 1**

**CERTIFICATE OF COMPLIANCE**

THE UNDERSIGNED, BEING FIRST DULY SWORN ON OATH, DEPOSES AND STATES AS FOLLOWS:

1. That the undersigned has authority to make this certification on behalf of the bidder.

\_\_\_\_\_  
Name of Company

2. That the undersigned has read and understands the contents of the City's investment policy which are contained herein; and agrees to comply with this policy, and ensure all investments proposed for purchase will conform to this policy and applicable Illinois State statutes.

Authorized Signature

\_\_\_\_\_

Type or Print Name

\_\_\_\_\_

Title

\_\_\_\_\_

Instructions: This is to be completely filled out and executed by the chief officer or the individual authorized to submit the certification.

## **Attachment 2**

### **Listing of Authorized Financial Institutions**

#### **List of Depositories**

Amalgamated Bank

Huntington National Bank

JPMorgan Chase Bank

Northwest Municipal Federal Credit Union

PMA Financial Network, Inc. (and any bank participating in their program)

#### **List of Investment Advisors**

Capital Gains Investments

#### **List of Broker/Dealers**

PMA Securities, Inc.

#### **List of Local Government Investment Pools**

Illinois Funds

Illinois Metropolitan Investment Fund (IMET)



OFFICE OF THE MAYOR

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

MEMORANDUM

Date: October 7, 2021  
To: Michael G. Bartholomew, MCP, LEED-AP, City Manager  
From: Andrew Goczkowski, Mayor *AG..*  
Subject: Climate Action Plan

**Issue:** Adopt the Climate Action Plan for the Chicago Region.

**Analysis:** The 2021 Climate Action Plan for the Chicago Region is one of the first regional climate plans in the United States. The Plan engages stakeholders in setting targets and developing strategies to reduce greenhouse gas emissions and to develop resiliency to climate change impacts.

Climate change is an urgent threat facing local governments, the economy, community safety and individual well-being. Regional collaboration is key because the issues that are affecting the climate, such as transportation, cross municipal boundaries and require more resources than individual communities have on their own.

**Recommendation:** I recommend approval of Resolution R-165-21 to adopt the Climate Action Plan for the Chicago Region.

**Attachments:**

Resolution R-165-21  
Exhibit A – Climate Action Plan for the Chicago Region

**CITY OF DES PLAINES**

**RESOLUTION R - 165 - 21**

**A RESOLUTION ENDORSING THE 2021 CLIMATE ACTION PLAN FOR THE CHICAGO REGION.**

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

**WHEREAS**, on July 13, 2021, the Metropolitan Mayors Caucus launched the 2021 Climate Action Plan for the Chicago Region (“*Climate Action Plan for the Chicago Region*”) in partnership with the National Oceanic and Atmospheric Administration (NOAA) and the Global Covenant of Mayors for Climate and Energy, and with support from the European Union, the Chicago Metropolitan Agency for Planning, and the Metropolitan Planning Council; and

**WHEREAS**, on August 9, 2021, the Intergovernmental Panel on Climate Change issued the Sixth Assessment Report authored by 234 scientists from 66 countries containing dire warnings about the state of the planet but showing that human actions have the potential to determine the future for climate; and

**WHEREAS**, more than 250 individuals from 175 stakeholder organizations including 53 municipalities throughout Northeastern Illinois invested two years of work through in-person and virtual collaboration and developed a comprehensive, municipally focused and regional impactful climate action plan that is anchored in equity with the well-being of people at its core; and

**WHEREAS**, the Climate Action Plan for the Chicago Region invites collaboration from all regional, state and federal agencies and the private sector; and

**WHEREAS**, the Climate Action Plan for the Chicago Region identifies the following science-based goals and objectives for the region and identifies strategies for municipalities to take measurable and meaningful action to both dramatically reduce greenhouse gas emissions and develop resilience to climate-related hazards that threaten the community, economic health and the natural environment:

CLIMATE MITIGATION GOAL: Net zero greenhouse gas emissions

MITIGATION TARGETS:

- By 2030 Reduce GHG emissions 50% from 2005 levels
- By 2040 Reduce GHG emissions 65% from 2005 levels
- By 2050 Reduce GHG emissions at least 80% from 2005 levels

MITIGATION OBJECTIVES:

1. Demonstrate Leadership to Reduce Emissions.
2. Decarbonize Energy Sources.
3. Optimize Building Energy.

4. Implement Clean Energy Policies.
5. Decarbonize Transportation.
6. Reduce Vehicle Miles Traveled.
7. Manage Water and Waste Sustainably.
8. Sustain Ecosystems to Sequester Carbon.

CLIMATE ADAPTATION GOAL: Persistent, equitable climate adaptation

**ADAPTATION TARGETS**

- By 2030 Climate-resilient governance
- By 2040 Resilience across jurisdictions
- By 2050 Cohesive, resilient communities

**ADAPTATION OBJECTIVES**

1. Engage and educate the community about climate resilience and adaptation.
2. Incorporate equity and inclusion into climate adaptation efforts.
3. Collaborate and build capacity for a more resilient community.
4. Enact plans and policies focused on adaptation and resilience.
5. Adapt operations and investments for future climate conditions (collectively, “*Plan Goals*”); and

**WHEREAS**, the City Council recognizes that climate change is an urgent threat facing local governments, the economy, community safety, and individual wellbeing and endorses the Plan Goals; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City and the public to endorse the Climate Action Plan for the Chicago Region;

**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: ENDORSEMENT OF 2021 CLIMATE ACTION PLAN FOR THE CHICAGO REGION.** The City Council hereby endorses the Climate Action Plan for the Chicago Region and pledges to take strategic action to achieve the Plan Goals.

**SECTION 3: EFFECTIVE DATE.** This Resolution shall be in full force and effect upon its passage and approval by a majority of the members of the City Council.

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

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

**VOTE:** AYES \_\_\_\_\_ NAYS \_\_\_\_\_ ABSENT \_\_\_\_\_

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**MAYOR**

ATTEST:

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**

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# CLIMATE ACTION PLAN FOR THE CHICAGO REGION

2021

## SUMMARY DOCUMENT

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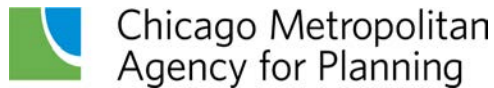
Metropolitan Mayors Caucus | NOAA







Co-funded by  
the European Union



This document is a condensed version of the 2021 Climate Action Plan for the Chicago Region.  
The full plan can be viewed at: <https://mayorscaucus.org/climate-change/>

How to cite the 2021 Climate Action Plan for the Chicago Region:  
Makra, Edith and Ned Gardiner. 2021. *Climate Action Plan for the Chicago Region*,  
Metropolitan Mayors Caucus, NOAA, and U.S. Climate Resilience Toolkit.

**Exhibit A**



# SUMMARY DOCUMENT

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This document is a condensed version of the 2021 Climate Action Plan for the Chicago Region. The full plan can be viewed at: <https://mayorscaucus.org/climate-change/>



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# EXECUTIVE SUMMARY

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## *Climate Action Plan for the Chicago Region*

We have begun the **decisive decade**: climate action must reduce greenhouse gas emissions, and we must adapt equitably to changes that are inevitable. This plan for the Chicago metropolitan region—one of the first regional climate plans in the United States—is our call to action. We will address global and local climate challenges via municipal leadership.

Over a 16-month period, beginning in August 2019, **the Caucus brought together 270 people from 175 organizations, including representatives of 53 municipalities and counties.** Three workshops demonstrated how the Greenest Region Compact (GRC) can help municipalities reduce greenhouse gas (GHG) emissions. Four workshops focused on identifying and adapting to regionally important climate-related hazards, especially flooding and heat, using the U.S. Climate Resilience Toolkit's *Steps to Resilience*<sup>3</sup> and while centering actions on social equity. As a result of these engagements, **the GRC has augmented its library of municipal-scale actions for both climate mitigation and adaptation.**

The strategies contained in this plan are specifically tailored for action at the municipal scale. Municipal governments are uniquely positioned to **lead, enact** policies, and **encourage** others to take action. These three roles are prominent throughout the plan because they reflect actions that municipalities can take independently. The Caucus will work with its membership, starting with its 136 GRC signatories, to immediately undertake these common sense strategies so that, **collectively, we may address the depth and complexity of the climate crisis.**

**A multi-jurisdictional approach is needed for addressing the climate crisis.** Each community must link its work to that of others to address the regional and global scope of the global climate challenge. If one municipality reduces GHG emissions but the larger region makes no progress, climate change and its related impacts will accelerate. The same can be said at broader scales. If Chicagoland reaches net zero emissions but the state and nation take no action, the climate crisis will worsen. **This plan positions us as leaders in the national effort to mitigate that crisis.**

Climate adaptation also requires coordination. Building resilience must address social inequity to meet our shared objectives across all communities. **Municipalities must urgently coordinate action to both mitigate and adapt to climate change.**

Our region begins its mitigation efforts with a clean energy advantage, but **we must swiftly complete the transition to 100% clean energy sources. The greatest opportunities to reduce GHG emissions come from electrifying transportation, optimizing building energy, and enacting clean energy policies.**

Fostering healthy ecosystems to capture and store carbon will enhance quality of life, recreation, flood protection, and a multitude of other benefits. **Mitigation and adaptation go hand-in-hand.**

Planners, scientists, and engagement with GRC signatories spotlighted **six high-priority climate hazards and their potential impacts to people, assets, and resources: Heat and Health; Flooding and Homes; Flooding and Infrastructure; Flooding and Transportation; Drought and Water Supply; and Air Quality, Flooding, and Public Health.**

This plan identifies particular municipal strengths in community engagement and collaboration to address hazards for equitable outcomes. Overarching actions to confidently build community resilience, such as local assessment and planning, require cooperation across the region. The impacts and strategies in this plan are important, but **building resilience is an iterative process that will require sustained effort** given the fact that the climate system will continue to vary (for natural reasons) and to change (due to past decisions).

**Municipal leaders may now take strategic actions to build cohesive, resilient communities and meet urgent targets to halt greenhouse gas emissions.** Strategies are anchored in the Greenest Region Compact, informed by dozens of preceding climate action plans and tools, and ultimately aligned with global targets through the powerful Global Covenant of Mayors for Climate and Energy.

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<sup>3</sup> NOAA. U.S. Climate Resilience Toolkit. 2018. <https://toolkit.climate.gov/#steps>. Accessed February 2021.

The Climate Action Plan for the Chicago Region encompasses two goals, each with its own interim targets and objectives, to reduce future impacts and adapt to a changing climate: **(1) net zero GHG emissions** and **(2) persistent, equitable climate adaptation.**

## CLIMATE MITIGATION GOAL

### Net zero greenhouse gas emissions

#### INTERIM TARGETS

**2030** Reduce GHG emissions  
50% from 2005 levels

**2040** Reduce GHG emissions  
65% from 2005 levels

**2050** Reduce GHG  
emissions at least 80% from  
2005 levels

#### MITIGATION OBJECTIVES

1. Demonstrate leadership to reduce emissions.
2. Decarbonize energy sources.
3. Optimize building energy.
4. Implement clean energy policies.
5. Decarbonize transportation.
6. Reduce vehicle miles traveled.
7. Manage water and waste sustainably.
8. Sustain ecosystems to sequester carbon.

## CLIMATE ADAPTATION GOAL

### Persistent, equitable climate adaptation

#### INTERIM TARGETS

**2030** Climate-resilient  
governance

**2040** Resilience across  
jurisdictions

**2050** Cohesive, resilient  
communities

#### ADAPTATION OBJECTIVES

1. Engage and educate the community about climate resilience and adaptation.
2. Incorporate equity and inclusion into climate adaptation efforts.
3. Collaborate and build capacity for a more resilient community.
4. Enact plans and policies focused on adaptation and resilience.
5. Adapt operations and investments for future climate conditions.

# HOW TO USE THIS PLAN

This Climate Action Plan identifies common objectives for regional stakeholders to consider, though strategies are scaled for municipal action.

The regional GHG inventory and emissions models are likely of great value to municipal leaders embarking on local climate action. This assessment will help local leaders prioritize actions related to building and transportation energy, the two greatest sources of GHG emissions. Individual communities need not undertake their own local GHG inventories to exercise their authority and influence to help the region mitigate climate change.

Proposed mitigation solutions necessarily span a wide range—from actions that are relatively simple and affordable, like making buildings energy efficient, to actions that are complex and formidable, like district energy systems. Municipalities may **lead** by demonstrating low-carbon operations and choices within their own operations. Municipalities may **enact** policies, like streamlining solar codes and processes that accelerate the transition to clean energy, or they may **encourage** others to reduce GHG emissions with investments and behaviors, like creating paths and infrastructure that encourage people to walk or bike instead of drive. Mitigation strategies are framed for municipalities to effect change using these three primary levers, when they can.

The value in the regional climate risk and vulnerability assessment is to focus actions to protect people, places, and things that are increasingly in harm's way given a changing climate. Through diverse stakeholder input, this plan prioritizes climate hazards and impacts threatening communities in the region, primarily heat and flooding. The plan's adaptation objectives leverage municipal strengths and authorities and underscore the importance of equity. It presents strategies that municipalities can take independently and in the near term to begin adapting to climate change. It does not, however, provide a ranked set of priorities for each of the 284 municipalities in the region. In an ideal world, adaptation would ensue from each local government taking the *Steps to Resilience*<sup>27</sup> to understand its own climate-related exposure, vulnerability, and risk. We recognize that resources for such an effort may not be available in all communities. Nonetheless, each government will need to prioritize its own concerns prior to planning and taking adaptation actions that may require substantial resources in their own right.

The mitigation and adaptation strategies proposed in this plan are not exhaustive, but they do reflect priority actions that will effectively support adaptation and mitigation goals in the short term and using ideas that have been tested elsewhere. Strategies dovetail with Greenest Region Compact goals and should inform local sustainability plans. They are anchored in the region's comprehensive plan, ON TO 2050, and build on that plan's recommendations around community, prosperity, environment, governance, and mobility.

**The mitigation and adaptation strategies proposed in this plan are not exhaustive, but they do reflect priority actions that will effectively support adaptation and mitigation goals in the short term and using ideas that have been tested elsewhere.**



### LEAD

Municipalities take actions within their own operations and decisions.



### ENCOURAGE

Influence constituents and partners to change behaviors or take action through education, collaboration, direct investment, and incentives.



### ENACT

Municipalities enact policies or support other jurisdictions in enacting policies.

<sup>27</sup> Op. cit. <https://toolkit.climate.gov/#steps>. Accessed February 2021.

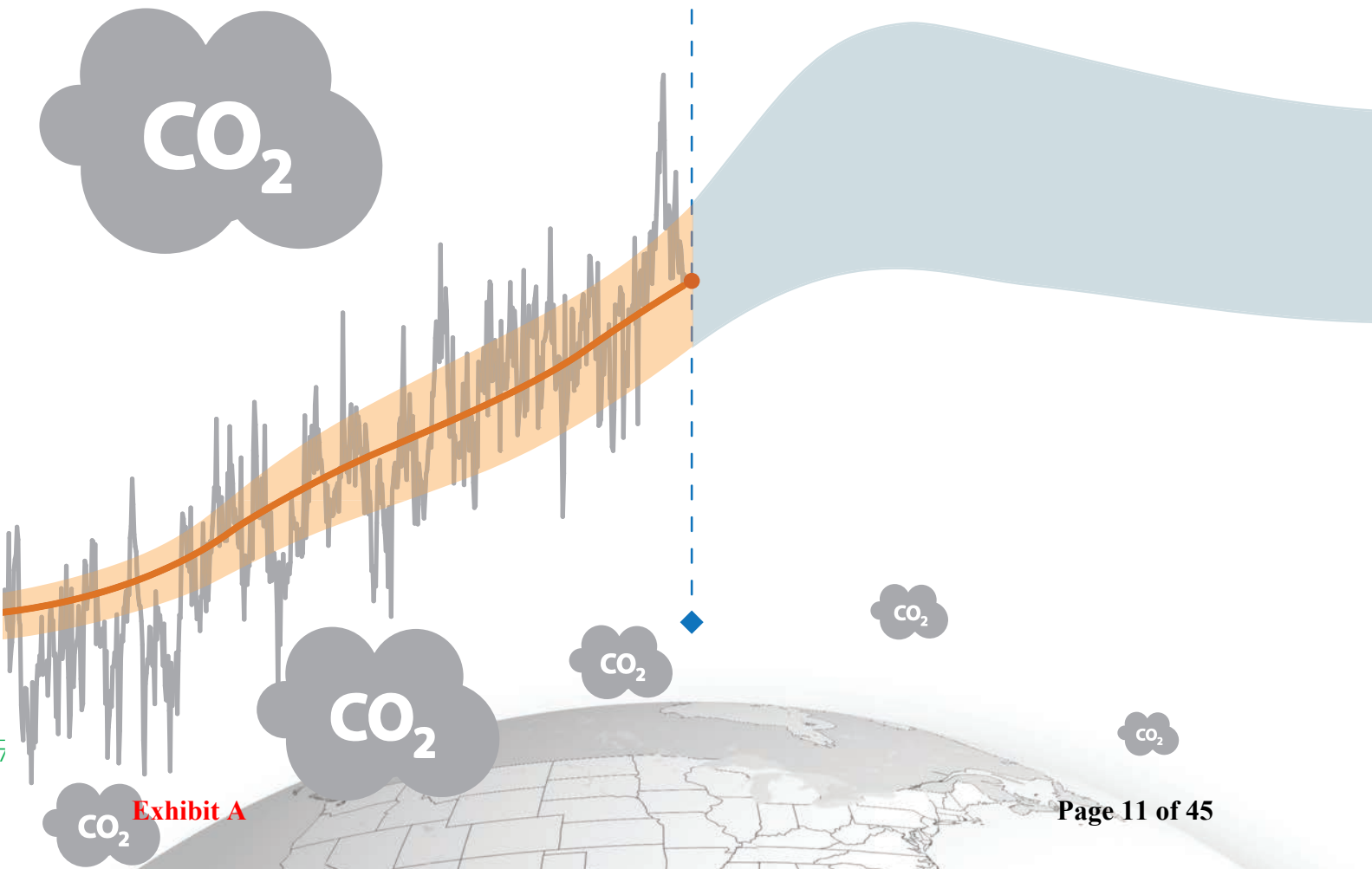
LEAD



ENCOURAGE



ENACT



MITIGATION OBJECTIVES  
AND STRATEGIES



## DEMONSTRATE LEADERSHIP TO REDUCE EMISSIONS

Direct emission reductions are not possible without local leadership, public engagement and the supportive actions of local government. This objective supports all other mitigation objectives in reaching the overall GHG reduction target. Municipalities must lead in sustainability planning by engaging residents and articulating a shared vision and plan. Municipal operations can be smart and sustainable by conserving energy and resources.



### LEAD

- Build and support a resilient local economy that supports climate objectives.
- Integrate smart technology into operations to effectively manage resource consumption (also *Encourage* others to do so).
- Demonstrate sustainability in municipal operations, purchasing and through public events.



### ENACT

- Adopt the Greenest Region Compact and a GRC-based sustainability plan aligned with regional climate objectives.
- Establish local sustainability targets that support the regional climate objectives.

### EQUITY CONSIDERATIONS

- Engage diverse civic leaders in target-setting and implementation.
- Tailor plans to benefit vulnerable communities.

### OUTCOMES & CO-BENEFITS

- Leading by example inspires followers and cooperation across sectors.
- Alignment of local energy, water conservation, and waste reduction targets.
- Effective local plans guide action.
- Collaborative and accelerated GHG reduction.
- Local green jobs and sustainable businesses.
- Informed and engaged constituents.
- 'Smart' operations perform better.








**Greenest  
Region  
Compact**

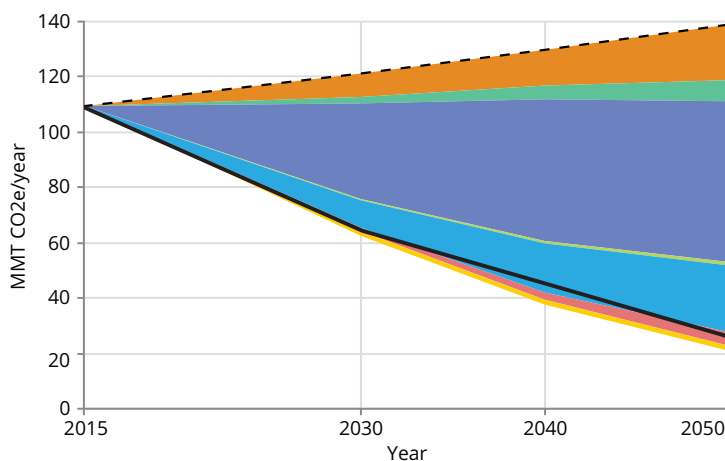
**COLLABORATING FOR SUSTAINABLE COMMUNITIES**

Four counties and 132 municipalities support consensus sustainability goals within the Greenest Region Compact (GRC) to guide action and citizen engagement. With this plan, the GRC will now address the climate crisis.



# 1. DEMONSTRATE LEADERSHIP TO REDUCE EMISSIONS

Strategy	Municipal Role	Solution Status	GHG Reduction Potential	Cost	Effort Required	Lead Partners & Resources	Achieve Equity	Outcomes (Co-benefits)
a	 ENACT	Proven	Enabling	¢	Med	Constituents, nonprofits	Engage diverse civic leaders in target-setting and implementation.	Local energy, water conservation, and waste reduction targets aligned; collaborative and accelerated GHG reduction
b	 LEAD	Proven		\$\$	High	Economic development organizations, businesses, academia	Provide access to green jobs; preserve local retail and services in disadvantaged communities.	Local green jobs and sustainable businesses; local production and consumption; reduced transportation costs
c	 LEAD ENCOURAGE	Evolving		\$\$\$	High	Gas and electric utilities, tech industry, EMAs, transit agencies	Prioritize smart technology investments in vulnerable communities.	Improved operational performance through 'smart' technology
d	 ENACT	Proven		\$	Med	MMC, StR, nonprofits	Tailor plans to the needs of vulnerable communities	Local plans guide effective action
e	 LEAD	Proven		\$	High	Constituents, COGs, vendors	Prioritize small and minority-owned vendors.	Leading by example inspires followers and cooperation across sectors; informed and engaged constituents



## MUNICIPAL ROLES IN CLIMATE ACTION



**LEAD:** municipalities take actions within their own operations and decisions



**ENCOURAGE:** influence constituents and partners to change behaviors or take action through education collaboration, direct investment and incentives



**ENACT:** municipalities enact policies or support other jurisdictions in enacting policies

# DECARBONIZE ENERGY SOURCES

Switching from fossil-fuel to cleaner sources to generate energy presents the greatest opportunity to meet our GHG reduction target. While 80% of energy generated regionally is already clean, this continued transition must include large utility-scale solar, wind, and nuclear power generation systems, and infrastructure to transmit, store and supply electricity to the grid when needed. The transition must be affordable for all consumers and support reliability. Smaller distributed energy resources, like rooftop solar, provide clean energy close to where they are used. District energy systems connect multiple buildings to highly efficient sources of heating and cooling energy.



### LEAD

- Procure clean energy for municipal operations
- Build renewable energy and energy storage capacity to meet the clean energy needs of the region



### ENCOURAGE

- Engage the community and policymakers to support existing clean energy and choose renewable clean energy through procurement, aggregation, financing, community solar, and other collaborative programs
- Partner with utilities to complete the decarbonization of the local grid and collaborate to decarbonize the multi-state regional grid
- Explore renewable district energy solutions

See also: *Implement Clean Energy Policies*

### EQUITY CONSIDERATIONS

- Replace fossil fuel-fired power to improve air quality
- Demonstrate long-term utility cost savings
- Make clean energy options available to low-income households through incentives and collaborative procurement

### OUTCOMES & CO-BENEFITS

- Thriving renewable energy industry
- Modern, efficient electric grid
- Resilient energy systems
- Informed clean energy consumers
- Reduce long-term costs

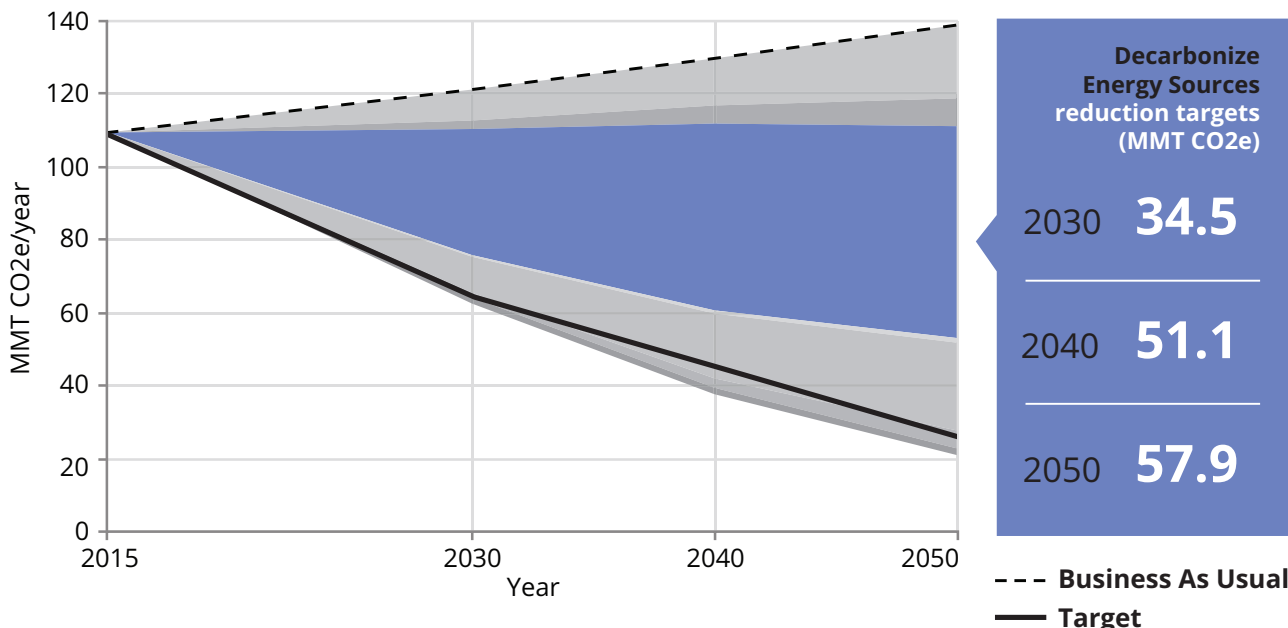






Exhibit A

## 2. DECARBONIZE ENERGY SOURCES

	Strategy	Municipal Role	Solution Status	GHG Reduction Potential	Cost	Effort Required	Lead Partners & Resources	Achieve Equity	Outcomes (Co-benefits)
a	Procure clean energy for municipal operations. Build renewable energy and energy storage capacity.	 LEAD	Evolving	High	\$\$\$	High	Clean energy industry, property owners, investors	Prioritize access to clean energy jobs in disadvantaged communities.	Modernized, efficient electric grid; resilient distributed generation; thriving renewable energy industry; reduced long-term utility costs; create clean energy jobs
b	Engage the community to choose clean energy through procurement, aggregation, financing, community solar, and other collaborative programs	 ENCOURAGE	Evolving	Enabling	\$	Low	Clean energy industry, nonprofits, electric utility, regulators	Provide access to affordable, clean energy.	Expanded market demand for clean energy; informed energy consumers
c	Partner with utilities to complete decarbonization of the local grid, collaborate to decarbonize the multi-state regional grid	 ENCOURAGE	Aspirational	High	\$\$\$	High	Electric utility, investors, regulators, clean energy industry	Replace coal-fired and gas-fired power to improve air quality. Support clean energy jobs training for displaced fossil fuel workers.	Elimination of fossil-fuel generated electricity; utility-scale solar, wind, and nuclear power generation
d	Explore renewable district energy solutions	 ENCOURAGE	Aspirational	High	\$\$\$	High	Clean energy industry, utilities, developers, property owners	Reduce long-term energy burden.	Increased resilience and efficiency, reduced long-term costs



# OPTIMIZE BUILDING ENERGY

Energy used for heating and cooling buildings is currently the largest source of regional GHG emissions. Operational and behavioral changes and more efficient equipment can reduce energy use. Growing numbers of policy and finance mechanisms support increased energy efficiency investments. Options to power buildings with zero-carbon energy sources, generate and store renewable energy are technically accessible to building owners. Electrifying heating, cooling, cooking and other operations allows emissions from the building sector to fall as the energy grid decarbonizes.



### LEAD

- Retrofit municipal buildings, facilities, and streetlights for maximum efficiency.



### ENCOURAGE

- Support electric space and water heating through demonstration, education, and incentives.
- Engage residential and commercial property owners to optimize building efficiency. Leverage programs such as demand response, energy efficiency incentives, and PACE financing.

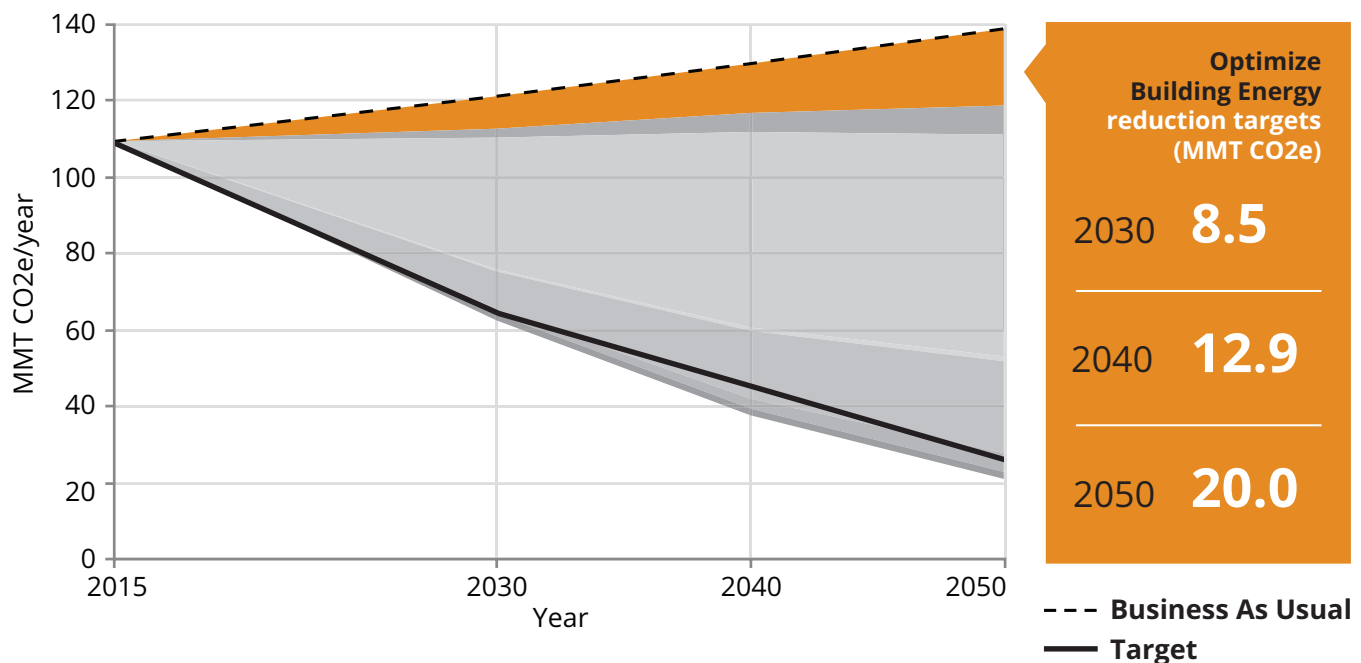
See also: *Implement Clean Energy Policies*

### EQUITY CONSIDERATIONS




- Invest in multi-family housing
- Reduce household energy burden
- Make homes safer, and more comfortable

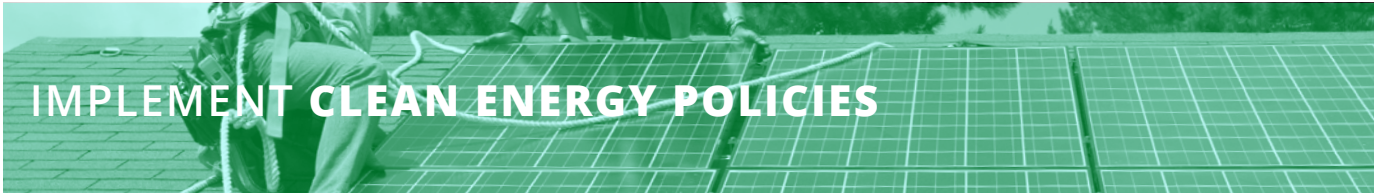
### OUTCOMES & CO-BENEFITS

- Reduce energy costs
- Improve building performance
- Improve heating and cooling
- Improve indoor air quality
- Create clean energy jobs



### 3. OPTIMIZE BUILDING ENERGY

	Strategy	Municipal Role	Solution Status	GHG Reduction Potential	Cost	Effort Required	Lead Partners & Resources	Achieve Equity	Outcomes (Co-benefits)
a	Retrofit municipal buildings, facilities, and streetlights for maximum efficiency.	 LEAD	Proven	Low	\$\$	Low	Electric and gas utilities, clean energy industry	Prioritize access to clean energy jobs in disadvantaged communities.	Reduced energy costs; improved building performance; resilient facilities
b	Support electric space and water heating through demonstration and education.	 ENCOURAGE	Aspirational	High	\$\$\$	Med	Electric and gas utilities, building owners	Invest in areas vulnerable to poor indoor air quality.	Improved indoor air quality; increases impact of grid decarbonization
c	Engage residential and commercial property owners to optimize building efficiency. Leverage programs such as demand response, energy efficiency, and PACE financing.	 ENCOURAGE	Proven	High	\$	Low	Homeowners, CAAs, building owners, electric and gas utilities, clean energy industry, IECA, nonprofits	Invest in multi-family housing; reduce household energy burden. Provide energy savings information in all languages and formats.	Reduced energy costs; reduced peak demand; improved building performance; leveraged private investment; resilient buildings; safe and comfortable homes



Policies that promote building efficiency and support renewable energy can reduce GHG emissions over the long term. Local governments can set and support clean energy policies, though policies that are aligned with local, state and federal levels are most impactful. When possible, buildings should be net zero, generating at least as much renewable energy as the building efficiently consumes.



**ENACT**

- Support robust building energy conservation codes, benchmarking, and building performance standards to optimize energy efficiency for retrofit projects
- Require high performance, all-electric, and net zero new building construction
- Modernize municipal franchise agreements to leverage investment in clean energy and reduce costs to residents
- Adapt zoning codes and streamline development processes to accelerate investment in solar and other renewable energy systems



**ENCOURAGE**

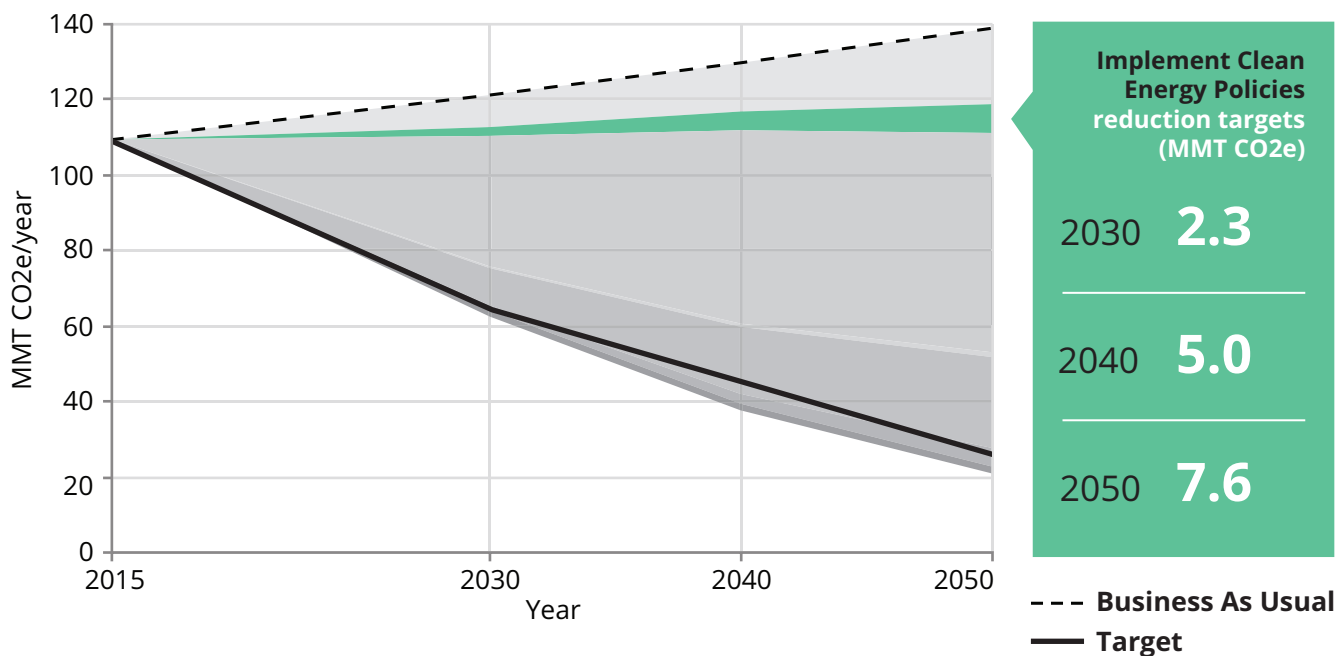
- Support state and federal policies to advance clean energy

**EQUITY CONSIDERATIONS**

- Ensure benefits are shared equitably
- Reduce long term energy burden
- Eliminate utility franchise cost to residents
- Make rooftop solar more accessible by reducing soft costs
- Support retrofits and code compliance for low-income property owners

**OUTCOMES & CO-BENEFITS**

- Reduce energy and water costs
- Improve long-term building performance
- Leverage private investment in buildings
- Demonstrate technology and design to achieve net-zero
- Create operational resilience
- Create clean energy jobs



## 4. IMPLEMENT CLEAN ENERGY POLICIES

	Strategy	Municipal Role	Solution Status	GHG Reduction Potential	Cost	Effort Required	Lead Partners & Resources	Achieve Equity	Outcomes (Co-benefits)
a	Support robust building energy conservation codes, benchmarking, and building performance standards to optimize energy efficiency for retrofit projects.	 ENACT	Evolving	Enabling	\$	Med	ICC, IGA	Reduce long-term energy burden. Support retrofits and code compliance for low-income property owners.	Reduced energy and water costs; improved long-term building performance; operational resilience; leveraged private investment; demonstration of technology and design to achieve net-zero
b	Require high performance, all-electric, and net zero new building construction.	 ENACT	Evolving	High	\$\$\$	High	Developers, building owners, clean energy industry, gas and electric utilities		
c	Modernize municipal franchise agreements to leverage investment in clean energy and reduce costs to residents.	 ENACT	Contingent	Enabling	\$\$\$	Med High	Gas and electric utilities	Eliminate franchise cost to residents.	Investment in public facilities enabled
d	Adapt zoning codes and streamline development processes to accelerate investment in solar and other renewable energy systems.	 ENACT	Proven	Enabling	\$	Med	Clean energy industry, MMC	Make rooftop solar more accessible by reducing soft costs.	Accelerated investment in solar; more affordable, safe and effective renewable energy systems; grid dependency lessened
e	Support state policies to advance clean energy	 ENCOURAGE	Evolving	Enabling	c	Low	ICC, IGA	Assure clean energy investments benefit vulnerable communities	Thriving clean energy industry



# DECARBONIZE TRANSPORTATION

Vehicles used for transportation and freight are a major source of emissions in the region. Switching to electric vehicles (EVs) and improving fuel efficiency reduces these emissions significantly. Converting high-mileage transit and fleet vehicles to cleaner EVs can drive market demand for EVs and accelerate broad adoption in other vehicle markets. New networks of accessible EV charging infrastructure must support this expansion.



### LEAD

- Create accessible and reliable networks of electric vehicle chargers
- Transition fleets to low- and zero-emission vehicles



### ENCOURAGE

- Support strong national fuel efficiency standards
- Encourage other public and private fleet operators to switch to low- and zero-emission vehicles
- Encourage residents to transition to electric vehicles through policies and infrastructure investment



### ENACT

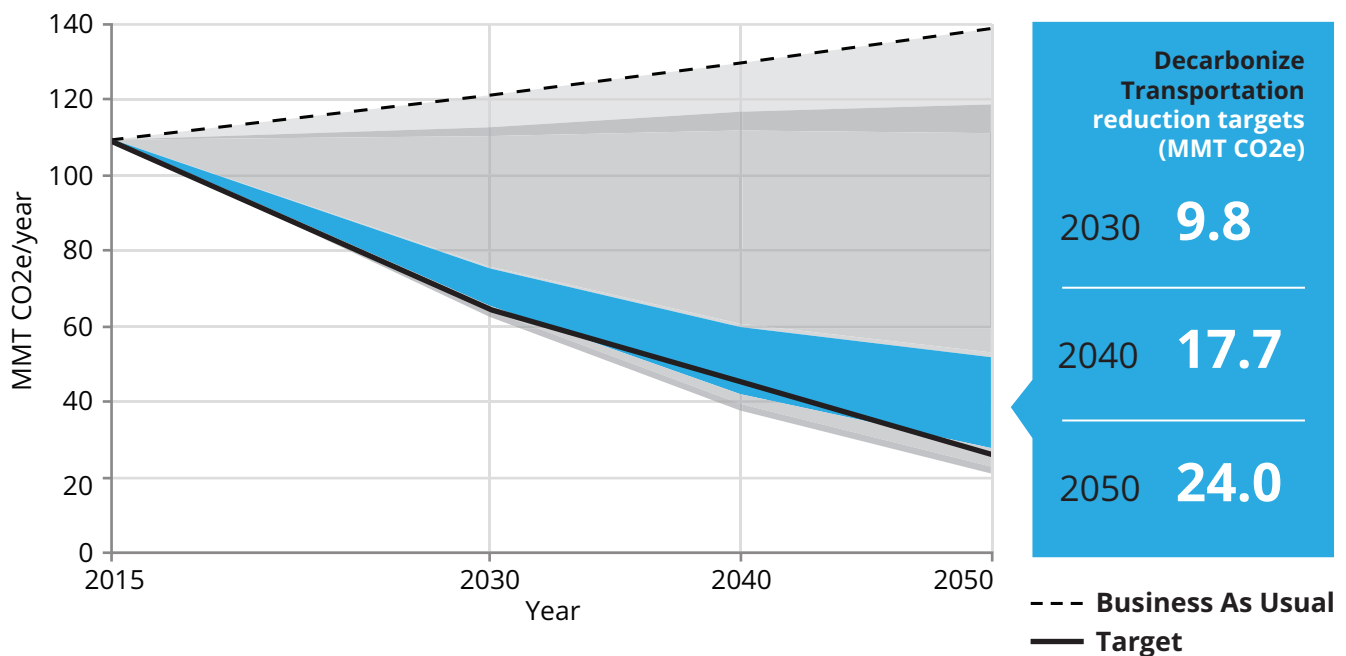
- Enact and enforce anti-idling policies
- Adapt development processes to accelerate investment in EV charging infrastructure

### EQUITY CONSIDERATIONS

- Support access to clean transportation for all
- Invest in EV charging for multi-family dwellings
- Reduce health impacts from tailpipe emissions
- Reduce long-term fuel costs






### OUTCOMES & CO-BENEFITS

- Reduce tailpipe emissions and pollution
- Clean, quiet transit and service vehicles
- Reduce fuel cost over the long-term
- Reduce soft costs of installing EV charging
- Accelerate private investment in EVs and EV charging infrastructure
- Build safe and effective EV charging networks
- Create clean energy jobs





## 5. DECARBONIZE TRANSPORTATION

	Strategy	Municipal Role	Solution Status	GHG Reduction Potential	Cost	Effort Required	Lead Partners & Resources	Achieve Equity	Outcomes (Co-benefits)
a	Create accessible and reliable networks of electric vehicle (EV) chargers.	 LEAD	Evolving	Enabling	\$\$	High	IEPA, IDOT, CMAP, electric utility, EV industry, employers, property owners, businesses	Provide access to clean transportation for all, focus on EV infrastructure for workplace and multi-family dwellings; protect vulnerable residents from tailpipe emissions.	Electric vehicles displace internal combustion vehicles
b	Transition fleets to low- and zero-emission vehicles and encourage others to do so. Encourage the switch to electric passenger vehicles.	 LEAD ENCOURAGE	Evolving	High	\$\$\$	Med High	IEPA, CTA, Pace, Metra, school districts, public and private fleet operators, nonprofits		Clean, quiet transit and service vehicles; reduced long-term fuel costs; reduced tailpipe emissions
c	Support strong national fuel efficiency standards.	 ENCOURAGE	Proven	High	¢	Low	Federal government		Reduced health impacts of tailpipe emissions
d	Enact and enforce anti-idling policies.	 ENACT	Proven	Low	\$	Low	School districts, transit agencies, institutions and venues		
e	Adapt development processes to accelerate investment in EV charging infrastructure.	 ENACT	Evolving	Enabling	\$	Med	IDOT, electric utility, EV industry, MMC		Accelerated investment in EV charging infrastructure; reduced soft costs; safe and effective EV charging systems



Whenever possible, walking, biking and public transit should replace trips made using single occupancy vehicles (SOVs). To encourage sustainable transportation choices, safe, accessible infrastructure like bike lanes, sidewalks, and multi-use paths are needed. Development anchored by access to transit, and collaboration to support robust transit service will reduce dependence on SOVs for the long-term.



**LEAD**

- Build and maintain safe, resilient, and accessible active transportation infrastructure (also *Encourage* others to do so)



**ENCOURAGE**

- Collaborate to enhance regional transit and expand capacity
- Encourage walking, biking and transit use through education, incentives, and collaboration



**ENACT**

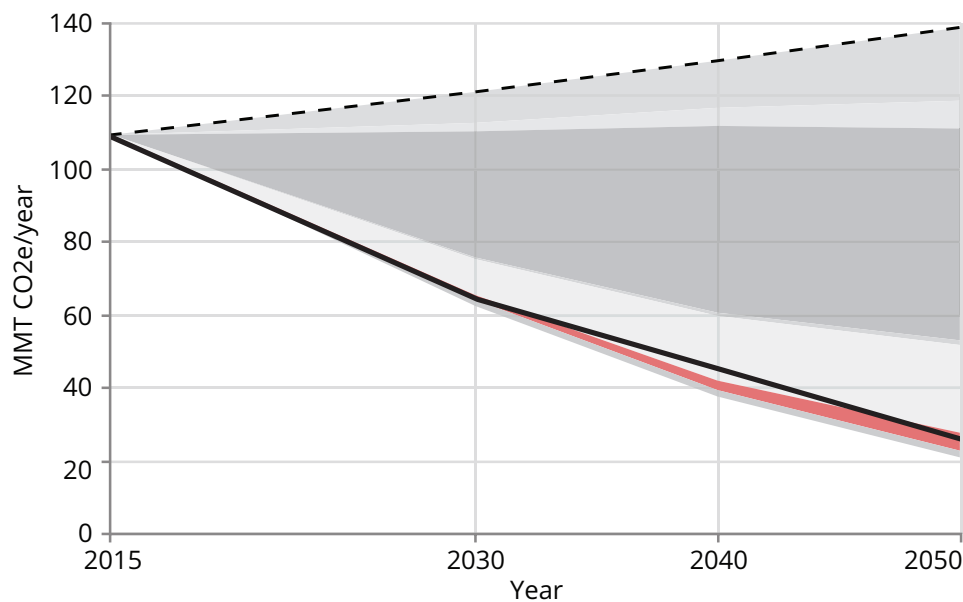
- Prioritize transit-oriented and transit-supportive development and curtail sprawl
- Plan and design roadways and corridors to benefit all road users and promote active transportation
- Strategically manage parking policies to promote active and public transportation
- Promote multi-family housing development near transit stations and along transit routes

**EQUITY CONSIDERATIONS**

- Focus on safe and accessible transportation for vulnerable communities
- Reduce burden of owning and maintaining personal vehicles
- Better health outcomes
- Greater mobility to improve access to opportunity

**OUTCOMES & CO-BENEFITS**

- Development of more compact, accessible neighborhoods
- More walking and biking strengthens community cohesion
- Improve health and wellness
- Reduce infrastructure needed to support SOVs
- Reduce traffic congestion
- Improve air quality



**Reduce Vehicle Miles Traveled reduction targets (MMT CO<sub>2</sub>e)**

2030 **1.3**

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2040 **2.6**

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2050 **4.9**

--- Business As Usual  
 — Target

**Exhibit A**

## 6. REDUCE VEHICLE MILES TRAVELED

	Strategy	Municipal Role	Solution Status	GHG Reduction Potential	Cost	Effort Required	Lead Partners & Resources	Achieve Equity	Outcomes (Co-benefits)
a	Prioritize transit-oriented development and transit-supportive development.	ENACT	Evolving	High	\$\$	High	RTA, CMAP, developers, property owners, economic development organizations	Focus on safe and accessible transportation for vulnerable communities.	Development of more compact, accessible neighborhoods; community cohesion strengthened; burden of owning and maintaining personal vehicle lessened
b	Promote multi-family housing development near transit stations and along transit routes.	ENACT	Proven		\$	Med			Reduced traffic congestion; improved air quality; improved access to economic opportunity through greater mobility
c	Collaborate to enhance regional transit and expand capacity.	ENCOURAGE	Proven	Combined High	\$\$\$	High	CTA, RTA, Pace, Metra	Provide safe and accessible transportation for all.	Safe active transportation; connected communities; reduced tailpipe emissions; improved health and wellness; reduced infrastructure demands for personal vehicles
d	Plan and design roadways and corridors to benefit all road users and promote active transportation.	ENACT	Proven		\$\$	High	IDOT, RTA, counties		
e	Build and maintain safe, resilient, and accessible active transportation infrastructure.	LEAD ENCOURAGE	Proven		\$\$	High	IDOT, counties, forest preserve districts, park districts, nonprofits, COGs	Target disadvantaged communities for investment and education.	
f	Encourage walking, biking and transit use through education, incentives, and collaboration.	ENCOURAGE	Proven		\$	Low	School districts, nonprofits, employers, local businesses, institutions, CTA, RTA, Metra, Pace		
g	Strategically manage parking policies to promote active and public transportation.	ENACT	Evolving		\$	Med	Local businesses, economic development organizations, CTA, RTA, Metra, Pace		Provide safe and accessible transportation for all.

# MANAGE WATER AND WASTE SUSTAINABLY

Managing waste sustainably requires actions ranging from smart consumer choices to waste systems and markets. A circular economy keeps material in use to reduce GHG emissions over the life-cycle of materials and products. Robust community recycling and composting, and strong markets for using these commodities is needed. Methane and other potent GHG emissions from landfills and wastewater systems can be captured and utilized.



### LEAD

- Increase composting and biological treatment of waste
- Utilize compost and biosolids in landscaping
- Reduce energy used to process and deliver safe drinking water
- Reduce energy needed to manage wastewater
- Shift both drinking and wastewater operations to clean energy sources
- Conserve water and operate efficient water utilities to reduce energy demands
- Capture and convert wastewater biogas to energy (also *Encourage others to do so*)



### ENCOURAGE

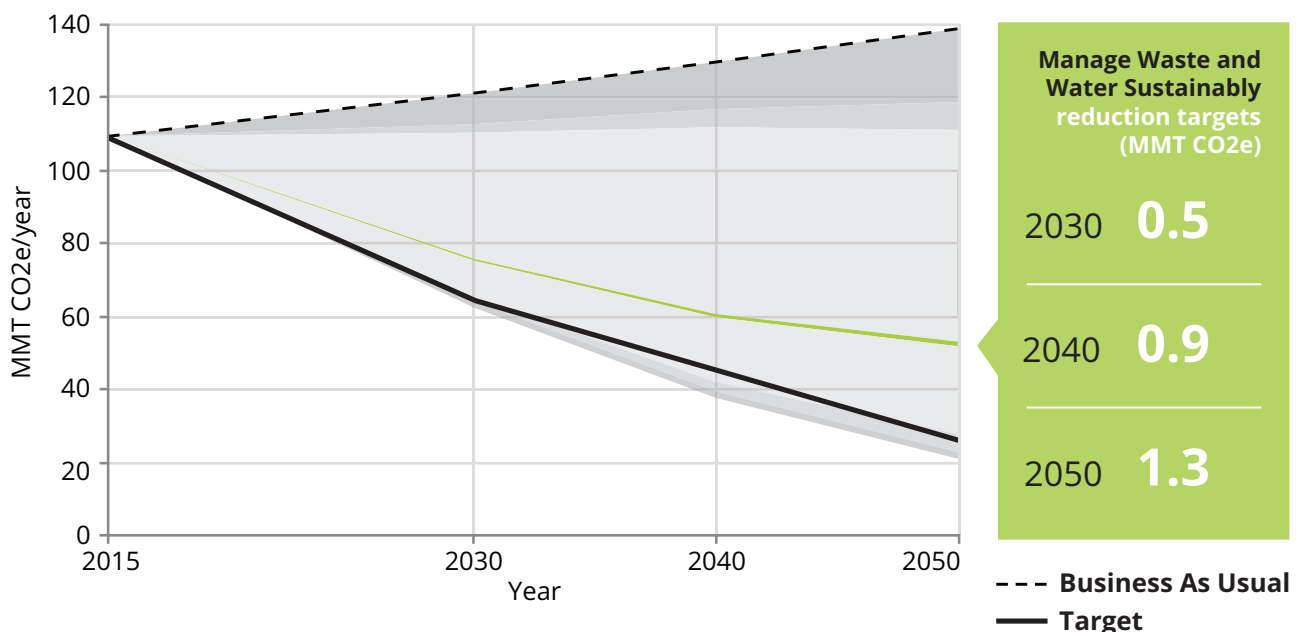
- Capture landfill emissions and eliminate pipeline methane
- Support circular economies
- Increase the volume of waste that is recycled and composted
- Encourage water conservation

### EQUITY CONSIDERATIONS











- Reduce exposure to litter and illegal dumping
- Smart purchasing reduces waste
- Replace lead service lines for safe drinking water delivery
- Site landfills and waste operations to avoid harm to low-income and communities of color

### OUTCOMES & CO-BENEFITS

- Reduce methane gas emissions
- Reduce embedded energy and emissions from production, transport, and disposal of materials
- Reduce persistent waste like plastic
- Grow recycling and organic waste industries
- Capture value from waste stream and operations



## 7. MANAGE WATER AND WASTE SUSTAINABLY

	Strategy	Municipal Role	Solution Status	GHG Reduction Potential	Cost	Effort Required	Lead Partners & Resources	Achieve Equity	Outcomes (Co-benefits)
a	Capture landfill emissions and eliminate pipeline methane emissions.	 ENCOURAGE	Proven	Medium	\$\$	Med High	Landfill operators, clean energy industry	Reduce exposure of vulnerable residents. Site landfills and waste operations to avoid harm to low-income and communities of color.	Reduced methane gas emissions
b	Capture and convert wastewater biogas to energy.	  LEAD ENCOURAGE	Proven	Medium	\$\$\$	High	MWRD, POTW		Displacement of fossil fuels
c	Increase composting and biological treatment of waste. Utilize compost and biosolids in landscapes.	  LEAD ENCOURAGE	Proven	Low	\$\$\$	High	SWAs, waste industry		Expanded recycling and organic waste industries; value from waste captured
d	Support circular economies.	 ENCOURAGE	Evolving	Combined High	\$\$	High	Economic development organizations, businesses, waste industry	Reduce exposure to litter and illegal dumping. Site landfills and waste operations to avoid harm to low-income and communities of color.	Reduced embedded energy from production, transport, and disposal of materials; reduced persistent waste like plastic; value from waste stream and operations captured; household budgets stretched through smart purchasing
e	Increase the volume of waste that is recycled and composted.	 ENCOURAGE	Contingent		\$\$\$	Med	Constituents, employers, local businesses, institutions, waste industry		
f	Reduce energy needed to deliver safe drinking water and shift operations to clean energy sources.	 LEAD	Proven	Low	\$\$	High	Water supply industry	Eliminate lead pipes. Provide access to safe, clean, and affordable water to all.	Modern, resilient, and efficient water utilities
g	Reduce energy needed to manage wastewater and shift operation to clean energy sources.	 LEAD	Proven	Low	\$\$	High	Utilities, POTW	Provide access to safe, clean and affordable water utilities to all.	
h	Encourage water conservation.	 ENCOURAGE	Proven	Low	\$	Low	Nonprofits, water utilities	Reduce water burden.	Conserve water supply

# SUSTAIN ECOSYSTEMS TO SEQUESTER CARBON

Growing and sustaining urban forests and natural ecosystems is a nature-based solution that will help meet the region’s climate mitigation target. All other mitigation objectives aim to rapidly reduce GHG emissions, while thriving trees, robust landscapes, and the soils that support them, capture CO<sub>2</sub>. All communities can plant and protect trees and both public and private property owners can contribute by growing and sustaining healthy urban ecosystems at any scale.



### LEAD

- Manage public and private landscapes to optimize ecosystem services and support biodiversity
- Plant trees and sustain the urban forest (also *Encourage* others to do so)



### ENCOURAGE

- Encourage citizen tree stewardship
- Encourage property owners to install and maintain sustainable and native landscapes



### ENACT

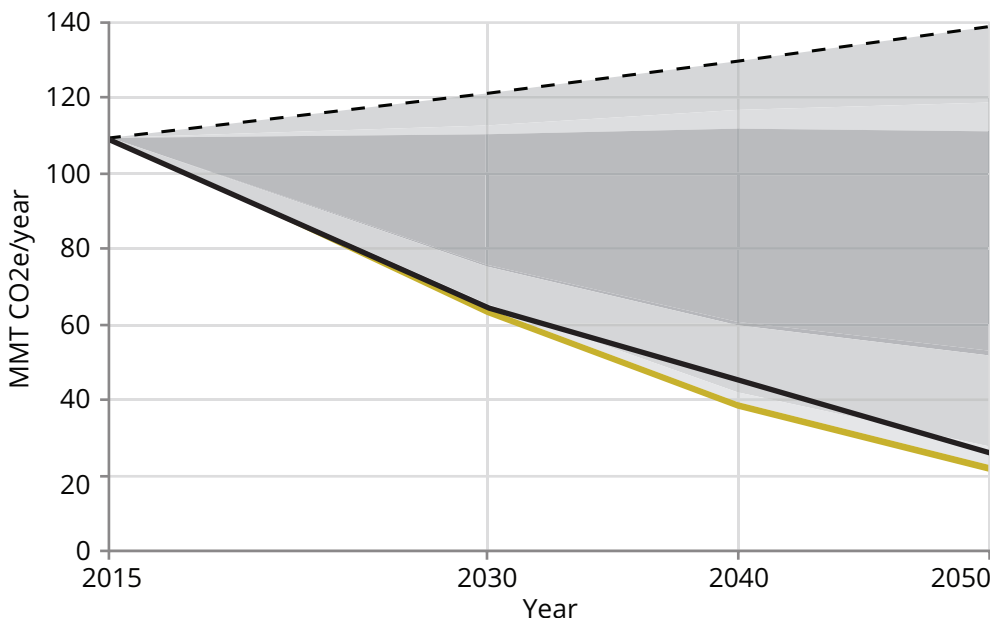
- Preserve soil through low-impact development and restore soil integrity

### EQUITY CONSIDERATIONS

- Maintain accessible open space to invite safe and healthful activity
- Sustain tree canopy for cooling benefits in vulnerable communities
- Mitigate and restore nature on contaminated sites in environmental justice communities

### OUTCOMES & CO-BENEFITS

- Improve air quality
- Sustainably manages stormwater
- Cooling shade mitigates heat islands
- Low impact construction preserves soil and water quality
- Shade reduces cooling energy demands
- Quality open space encourages active transportation and lifestyles
- Enhances livability and community character
- Supports pollinator and wildlife habitat



**Sustain Ecosystems to Sequester Carbon reduction targets (MMT CO<sub>2</sub>e)**

2030 **1.7**

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2040 **1.8**

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2050 **1.8**

--- Business As Usual

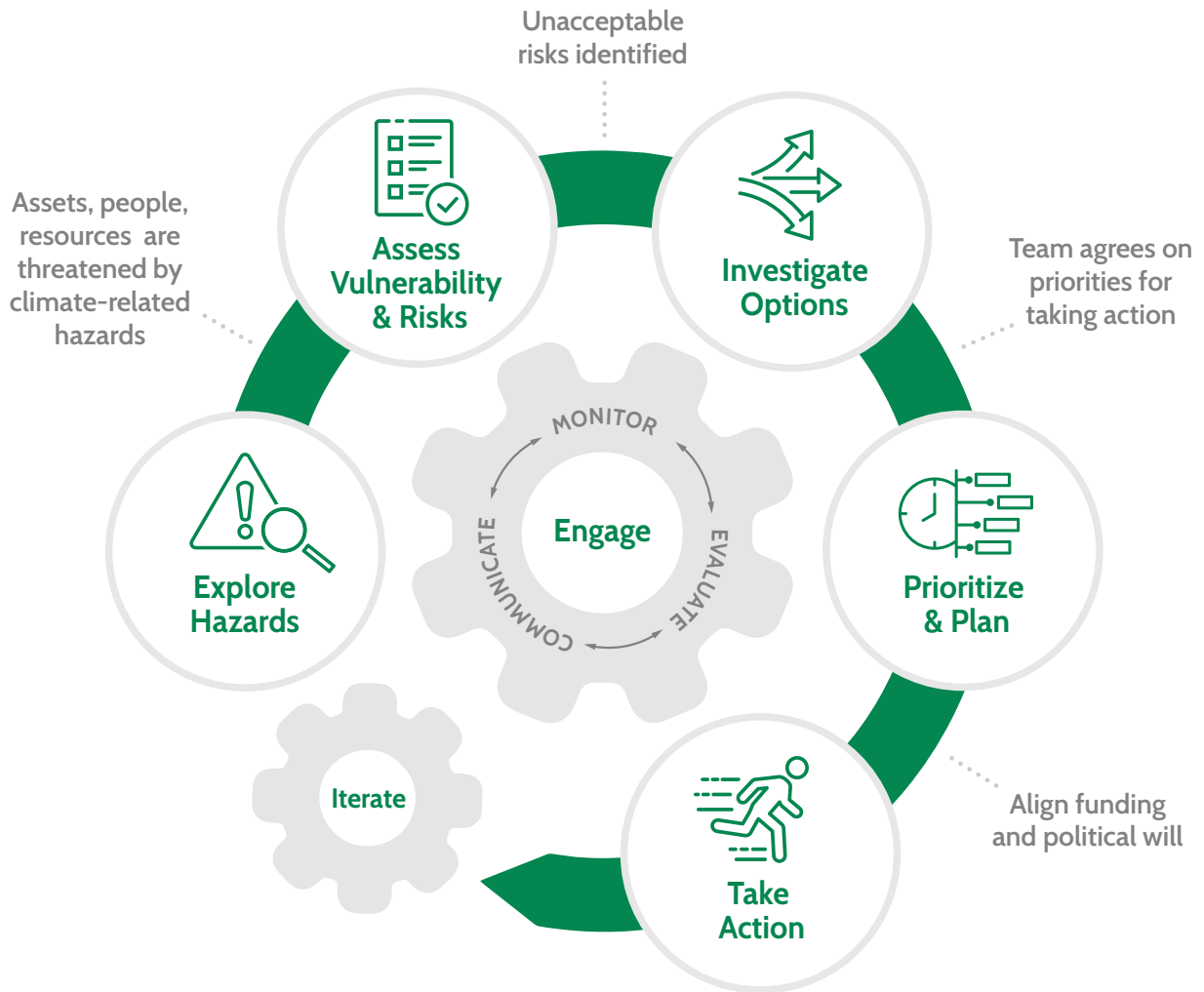
— Target

Exhibit A

## 8. SUSTAIN ECOSYSTEMS TO SEQUESTER CARBON

Strategy	Municipal Role	Solution Status	GHG Reduction Potential	Cost	Effort Required	Lead Partners & Resources	Achieve Equity	Outcomes (Co-benefits)	
a	Grow and manage public landscapes to optimize ecosystem services and support biodiversity.	 LEAD ENCOURAGE	Proven	Sequestration	\$\$	High	IDNR, forest preserve & park districts, property owners, businesses, institutions, nonprofits, MWRD	Maintain accessible open space to invite safe and healthful activity.	Stormwater managed sustainably; pollinator and wildlife habitat supported; quality open space encourages active transportation and lifestyles
b	Encourage property owners to install and maintain sustainable and native landscapes.	 ENCOURAGE	Proven		\$	Med	Constituents, property owners, park districts, IDOT	Sustain tree canopy and gardens for desired cooling benefits in vulnerable communities.	
c	Plant trees and sustain the urban forest.	 LEAD ENCOURAGE	Proven		\$	Med			
d	Encourage citizen tree stewardship.	 ENCOURAGE	Proven		c	Med	Nonprofits, public gardens, MWRD, POTW, compost industry	Improved air quality; cooling shade mitigates heat islands; reduced cooling energy demands; enhanced livability	
e	Preserve soil through low-impact development and restore soil integrity.	 ENACT ENCOURAGE	Aspirational		\$\$\$	High	Developers, counties, MWRD, POTW, compost industry	Remediate contaminated soils and restore nature to sites in vulnerable communities.	Clean water; healthy ecosystems

# STEPS TO RESILIENCE



Populations, infrastructure, and resources will never be completely “resilient”, and there will always be some chance of an acute hazard. Therefore, communities, regional planners, and state government should commit to persistent adaptation, revisiting the *Steps to Resilience* continually, over time.



ADAPTATION OBJECTIVES  
AND STRATEGIES



# OVERARCHING ACTIONS TO BUILD RESILIENCE



## ENGAGE AND EDUCATE THE COMMUNITY:

- ◆ Inform the community about changing weather hazards and risks.
- ◆ Encourage families to prepare an emergency response plan.
- ◆ Foster community spirit to recover, adapt and “bounce forward” from disaster.
- ◆ Employ an effective early warning and response system.



## INCORPORATE EQUITY AND INCLUSION:

- ◆ Collaborate to ensure residents most vulnerable to heat, air pollution and flooding are connected to emergency relief services.
- ◆ Include vulnerable populations in planning and prioritize investments to protect them.
- ◆ Assure community education messages are accessible in all languages and formats.



## COLLABORATE AND BUILD CAPACITY:

- ◆ Coordinate resiliency efforts with federal, state, and regional agencies.
- ◆ Access and share timely weather data.
- ◆ Manage public and private landscapes to optimize ecosystem services and support biodiversity
- ◆ Strengthen emergency and adaptive response skills among staff, civic leaders, and allied organizations.



## ENACT PLANS AND POLICIES:

- ◆ Assess climate vulnerability and risks to local infrastructure.
- ◆ Adopt and integrate county hazard mitigation plan into local plans and policies.
- ◆ Integrate climate impacts and vulnerability into relevant plans and regulations.
- ◆ Proactively update codes to reflect evolving climate conditions.
- ◆ Incentivize or require resilient building design.
- ◆ Reduce sprawl by promoting infill development.
- ◆ Prioritize transit-oriented development and transit-supportive land uses.
- ◆ Participate in the Community Rating System and National Flood Insurance Program.
- ◆ Guide future development plans to conserve and restore open space, soil, trees, and native landscapes to preserve ecosystem services.



## ADAPT OPERATIONS AND INVESTMENTS:

- ◆ Integrate climate resiliency into decision-making about capital expenditures.



# FLOODING AND HOMES

In the Chicago region, heavy rainfall events are increasingly frequent and severe, causing more flooding. Flooding is the climate-related hazard most residents and leaders want to address.

*Some neighborhoods experience flooding after less than two inches of rain—small storms that, over time, result in significant harm to property and quality of life.*

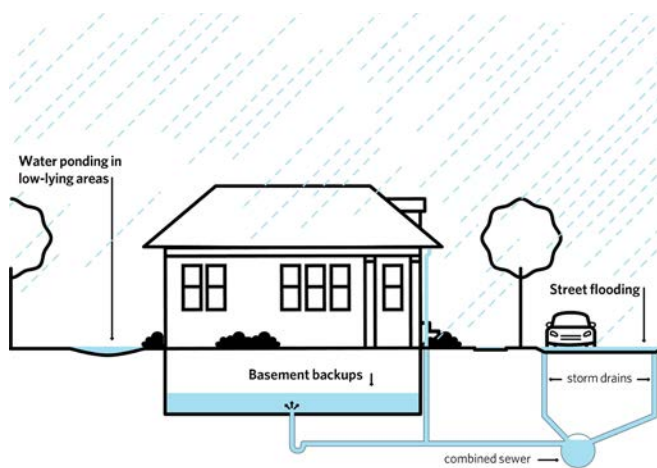
ON TO 2050

It will take all of us to build resilience to this growing hazard, from individuals to neighborhoods and local governments. Efforts should be focused to help vulnerable communities “bounce forward” from flooding events. Homeowners and renters must be aware of their flood risk so they can take steps to build personal resilience.



### MITIGATION CO-BENEFITS:

Managing stormwater using green infrastructure saves energy.



Source: CMAP

## ACTIONS TO BUILD RESILIENCE



### ENGAGE AND EDUCATE THE COMMUNITY:

Inform the community about weather hazards, flood risk, and encourage preparation at home. Promote green infrastructure practices. Promote IDPH standards for post-flood clean up. Incentivize overhead basement sewer conversion. Foster community spirit to bounce forward from disaster.



### INCORPORATE EQUITY AND INCLUSION:

Include vulnerable residents in planning and prioritize investments to protect them. Collaborate to ensure residents most vulnerable to flooding are connected to relief services.



### COLLABORATE AND BUILD CAPACITY:

Coordinate resiliency efforts with federal, state, and regional planning agencies. Access and share timely weather data. Strengthen emergency and adaptive response skills among staff, civic leaders and allied organizations.



### ENACT PLANS AND POLICIES:

Participate in the Community Rating System and National Flood Insurance Programs. Guide future development to reduce sprawl, conserve land and protect ecosystem services. Incentivize or require resilient building design. Optimize tree planting and protect existing trees for maximum stormwater benefits. Acquire and remove flood-prone homes.

Many of our sewers are connected to our storm drains, so when the streets flood, our homes and basements can too. A couple of things that we can do to help—disconnect our downspouts from the stormwater system, and install overhead basement plumbing.



## FLOODING AND TRANSPORTATION

Flooding limits emergency access to neighborhoods. Roads provide vitally important access for safety, essential goods, and emergency services, and many neighborhoods and businesses can become isolated during flood events.

Of course, roads are also essential for people to move from where they live to where they work and meet with others. Flooding can be both acute due to heavy precipitation or chronic due to failing infrastructure. Both issues need to be addressed to create a truly resilient community.

### MITIGATION CO-BENEFITS:

Resilient transit systems reduce vehicle miles traveled.



Image credit, above: CMAP, Image credit, right: Lake County Stormwater Management Commission

### ACTIONS TO BUILD RESILIENCE



#### INCORPORATE EQUITY AND INCLUSION:

Assure transit along routes serving vulnerable populations is accessible and operable during a flood. Include vulnerable residents in planning and prioritize investments to protect them.



#### COLLABORATE AND BUILD CAPACITY:

Coordinate resiliency efforts with federal, state, county, and regional planning agencies. Collaborate on emergency transportation and logistics plans to move vital resources. Monitor and share real-time roadway conditions.



#### ENACT PLANS AND POLICIES:

Conduct climate vulnerability assessment and risks to local transportation infrastructure. Adopt and integrate county hazard mitigation plan into local plans and policies. Promote connected and walkable neighborhoods. Prioritize transit-oriented development.



#### ADAPT OPERATIONS AND INVESTMENTS:

Assess and adapt vulnerable transportation infrastructure to be responsive to changing climate conditions. Integrate stormwater management into transportation projects. Respond to weather events to ensure mobility.



# STORMWATER AND INFRASTRUCTURE

Floods are the most common and most costly disasters in Illinois. Heavy rainfall events are increasing in frequency and severity, pushing existing bridges and culverts beyond capacity and causing more flooding across the region. Cities and towns struggle to maintain that infrastructure, let alone replace it. Many structures are in floodplains and urban flood risk areas.

Stormwater management must be part of regional planning. Green infrastructure includes preserved habitat, open space, and wetlands, each of which buffers these problems and improves quality of life. Gray infrastructure includes basins, sewers, and other engineering solutions, such as those included in the Tunnel and Reservoir Plan (TARP).



Image credit: CMAP

## ACTIONS TO BUILD RESILIENCE



### ENGAGE AND EDUCATE THE COMMUNITY:

Foster community spirit to recover, adapt and “bounce forward” from disaster. Encourage residents and businesses to disconnect downspouts from sewers and adopt water efficient behaviors.



### INCORPORATE EQUITY AND INCLUSION:

Include vulnerable populations in planning and prioritize investments to protect them.



### COLLABORATE AND BUILD CAPACITY:

Coordinate with federal, state, and regional agencies to manage stormwater.



### ENACT PLANS AND POLICIES:

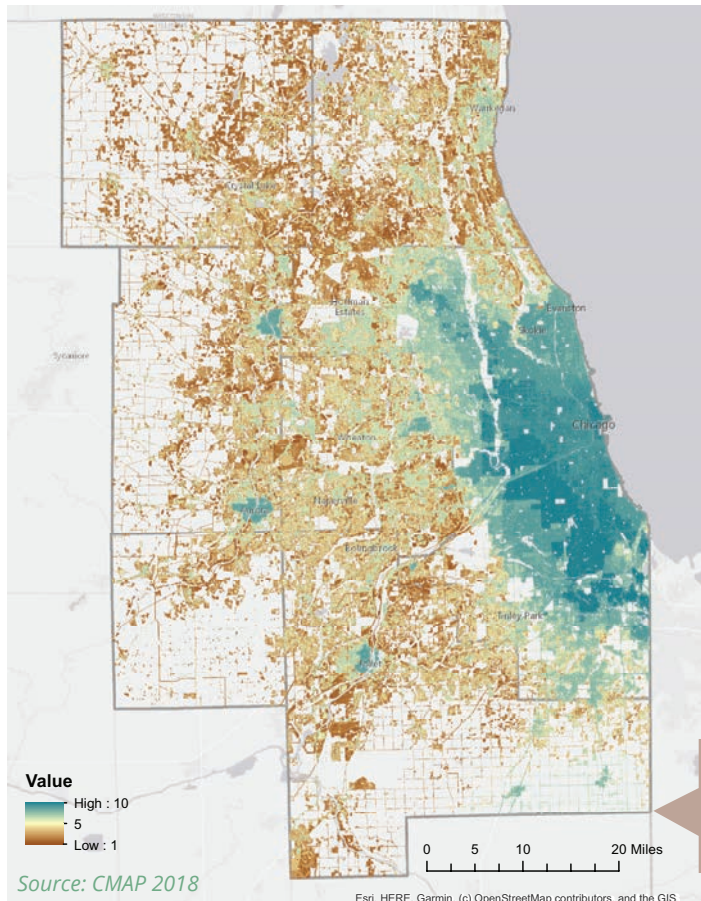
Integrate climate impacts and vulnerability into relevant plans and regulations. Adopt and integrate county hazard mitigation plan into local plans and policies. Participate in the Community Rating System and National Flood Insurance Programs. Guide development to conserve land and ecosystem services. Allow developments flexibility to meet stormwater requirements.



### ADAPT OPERATIONS AND INVESTMENTS

Assess and adapt stormwater systems to respond to future rainfall projections. Establish green infrastructure and include maintenance in capital improvement plans.

## URBAN FLOOD SUSCEPTIBILITY INDEX 2017



The Urban Flood Susceptibility Index highlights areas with attributes associated with an elevated risk of urban flooding.





# HEAT AND HEALTH

Average temperatures in the Chicago region are increasing, not only during the day but also at night. This trend is projected to increase, with heat waves becoming more prevalent. This is adding stress to people, regional power supply, water resources, and ecosystems.

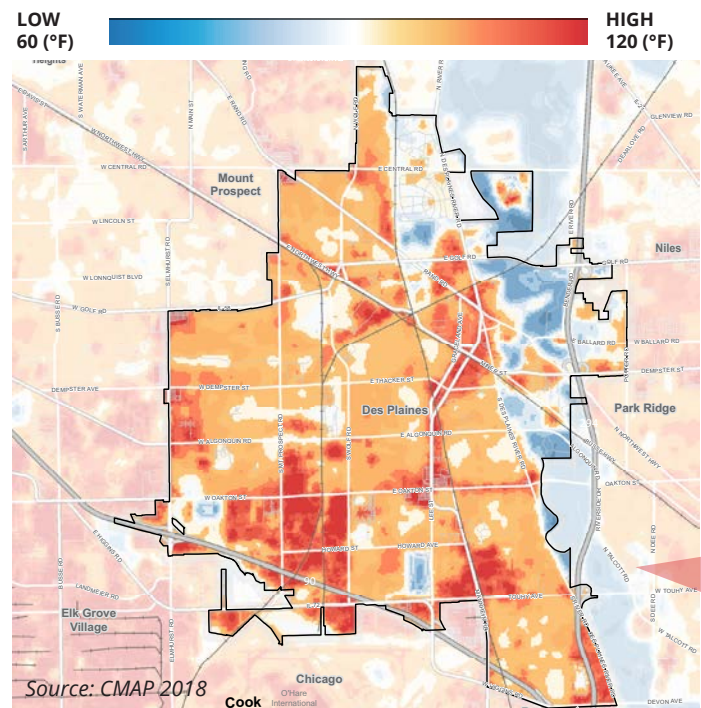
Residents need to cool their homes for longer each day, further burdening household budgets. This may be particularly difficult for socially vulnerable populations, including people on fixed incomes and families living below the poverty line.

Communities may need to provide more places and ways for these vulnerable populations to stay well—urban shade, splash pads, parks in neighborhoods, or community cooling centers. Home owners may build adaptive capacity by replacing dark roof materials with light-colored shingles or green roofs.

## MITIGATION CO-BENEFITS:

Cooler neighborhoods and homes save energy, especially during very hot weather when energy demands are high.

## City of Des Plaines Land Surface Temperature (LST)



## ACTIONS TO BUILD RESILIENCE



### ENGAGE AND EDUCATE THE COMMUNITY:

Inform the community about changing heat hazards and risks; encourage preparation. Foster social cohesion. Engage residents with services that support health and wellness.



### INCORPORATE EQUITY AND INCLUSION:

Collaborate to ensure vulnerable residents are connected to relief services. Include vulnerable residents in planning, and prioritize investments to protect them. Provide effective, accessible, and desired cooling interventions to vulnerable communities. Assure vital messages are accessible in all languages and formats.



### COLLABORATE AND BUILD CAPACITY:

Strengthen emergency and adaptive response skills among staff, civic leaders, and allied organizations. Identify and mitigate urban heat islands. Facilitate compliance with federal air quality standards by businesses.



### ENACT PLANS AND POLICIES:

Promote connected, complete and walkable neighborhoods. Optimize tree planting. Protect existing trees for maximum shading. Reduce sprawl by promoting infill development. Incentivize or require resilient building design. Proactively update building codes to reflect evolving conditions.

Areas with more concrete absorb and hold heat, increasing the impact for heat waves on vulnerable populations.



# AIR QUALITY, FLOODING AND PUBLIC HEALTH

Epidemiologists evaluate many factors that either diminish or improve public health. Climate-related hazards can multiply with one another as well as non-climate factors to exacerbate health impacts. For example, poor air quality compounds the effects of flooding on mold, respiratory health, allergies, waterborne disease, and other consequences. Flood damage to homes can impact mental health due to stress from the loss itself, the resulting displacement, or ongoing problems managing recovery from a flood.

The underlying causes of climate change from greenhouse gas emissions bring a number of additional stressors to air quality, which, in turn, diminish quality of life and life expectancy, particularly for residents of urban and suburban areas.



*Image credit: @macnifying\_glass on Instagram  
A dust cloud covered Little Village in April 2020, after a smokestack at the Crawford Coal Plant was demolished.*

## MITIGATION CO-BENEFITS:

Preventing mold often involves securing the building envelope, insulation, and healthy outdoor air exchange. Reducing air pollution and lowering GHG emissions go hand-in hand.



*Image credit: Neighborhood Housing Services*

## ACTIONS TO BUILD RESILIENCE



### ENGAGE & EDUCATE:

Inform the community about air pollution action days. Educate residents about maintaining healthy indoor air quality and about services that support health and wellness. Promote the Illinois Department of Public Health standards for post-flood clean up.



### INCORPORATE EQUITY AND INCLUSION:

Assess local air quality and take action to protect vulnerable populations from pollution. Collaborate to ensure vulnerable residents are connected to and utilizing human services.



### COLLABORATE AND BUILD CAPACITY:

Facilitate compliance with federal air quality standards by businesses. Collaborate with public health and emergency management agencies to strengthen adaptive response skills among staff, civic leaders, and allied organizations. Manage public and private landscapes to provide accessible recreation and optimize ecosystem services.



### ENACT PLANS AND POLICIES:

Integrate climate impacts and vulnerability into relevant plans and regulations.



## DROUGHT AND WATER SUPPLY

Sustaining water supply is critical to both climate adaptation and mitigation. Some communities in the region are facing water supply limitations within the next decade. Surface and groundwater supplies are vulnerable to drought. Regional water supply planning is essential to help communities adapt and sustain water resources.

Water conservation policies like outdoor watering regulations, sustainable landscaping and conservation practices by water customers are important solutions. Affordable access to safe drinking water for all protects public health and eases household utility burden.

Low water levels and higher temperature yield drought. Both can reduce water quality, driving up energy demands and costs for water supply.

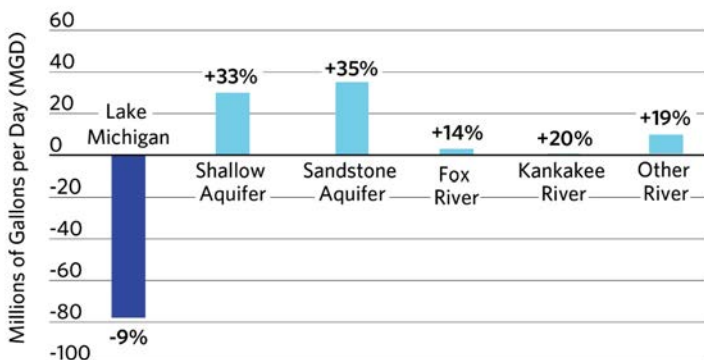


Image credit: CMAP

### MITIGATION CO-BENEFITS:

Modernizing water delivery systems for efficiency and resilience reduces energy demands.

### PROJECTED CHANGES IN WATER DEMAND BY WATER SOURCE 2011 - 2050



Source: CMAP

### ACTIONS TO BUILD RESILIENCE



#### ENGAGE & EDUCATE:

Encourage residents and businesses to conserve water and adopt green infrastructure practices.



#### INCORPORATE EQUITY AND INCLUSION:

Assure affordable access to safe drinking water for all. Include vulnerable populations in planning and prioritize investments to protect them. Replace lead service lines for safe drinking water delivery.



#### COLLABORATE AND BUILD CAPACITY:

Coordinate resiliency efforts with federal, state, and regional planning agencies to sustainably manage water supply. Monitor and protect water quality in private wells



#### ENACT PLANS AND POLICIES:

Adopt a water conservation plan. Enact and enforce outdoor watering regulations responsive to drought conditions. Protect surface and groundwater from contamination.













#### ADAPT OPERATIONS AND INVESTMENTS









Create resilient water utilities through efficiency, conservation, demand management, technology, and flexible operations. Assess and adapt vulnerable infrastructure to be responsive to changing climate.














# 1. ENGAGE AND EDUCATE THE COMMUNITY ABOUT CLIMATE RESILIENCE AND ADAPTATION

		Overarching resilience	Heat & Health	Flooding & Homes	Stormwater & Infrastructure	Flooding & Transport	Drought & Water	Air Pollution & Health	Municipal Role	Solution Status	Cost	Effort Required	Lead Partners & Resources	Outcomes (Co-benefits)
a	Inform the community about changing weather hazards and risks. Encourage preparation.	x	x	x				x	 ENCOURAGE	Proven	¢	Low	NOAA, GLISA, IEMA, State Climatologist, StR, BRACE, DRSC, APWA, stormwater agencies	Prepared and engaged constituents; community cohesion; positive health outcomes; private assets preserved; safe and healthy constituents
b	Engage the community about services that support health and wellness.		x					x	 ENCOURAGE	Proven	\$	Med	Public health agencies, hospitals, BRACE	
c	Encourage families to prepare an emergency response plan.	x	x	x					 ENCOURAGE	Proven	¢	Med	IEMA, Ready.gov	
d	Foster community spirit to recover, adapt and “bounce forward” from disaster.	x	x	x	x	x			 ENCOURAGE	Proven	¢	Med-High	Constituents, CBO, FBO	
e	Educate the community about air pollution action days and maintaining healthy indoor air quality.							x	 LEAD	Proven	¢	Low	IEPA, IDPH, U.S. EPA	
f	Engage residents and businesses in conserving water.							x	 ENCOURAGE	Proven	\$	Low	AWWA, JAWA, U.S. EPA Water Sense, CMAP, IISG	Reduced water costs, water supply conserved
g	Promote green infrastructure practices.			x				x	 ENCOURAGE	Proven	\$	Med-High	U.S. EPA Water Quality scorecard, IISG, CNT, stormwater agencies, nonprofits	Reduced energy use for processing stormwater, assets preserved, safe and healthy constituents
h	Encourage residents and businesses to disconnect downspouts from sewers.				x				 ENCOURAGE	Proven	\$	Med	Stormwater agencies, POTW	
i	Promote IDPH standards for post-flood clean up.			x				x	 ENCOURAGE	Proven	¢	Low	IDPH	
j	Support and incentivize overhead sewer conversion in basements.			x					 LEAD	Proven	\$\$	Med-High	MWRD, POTW	

## 2. INCORPORATE EQUITY AND INCLUSION INTO CLIMATE ADAPTATION EFFORTS

		Overarching resilience	Heat & Health	Flooding & Homes	Stormwater & Infrastructure	Flooding & Transport	Drought & Water	Air Pollution & Health	Municipal Role	Solution Status	Cost	Effort Required	Lead Partners & Resources	Outcomes (Co-benefits)
a	Collaborate to ensure residents most vulnerable to heat, air pollution and flooding are connected to relief services.	x	x	x		x	x	x		Proven	\$	Med	CAA, BRACE, public health organizations, CBO, FBO, IEMA	Health & well-being of most vulnerable residents protected; equitable access to health, services, and opportunity; equitable investment; positive health outcomes
b	Include vulnerable populations in planning and prioritize investments to protect them.	x	x	x	x	x	x	x		Proven	\$	Med	CMAP, CBO, public health organizations, BRACE	
c	Ensure that high quality essential human services programs are available and utilized.		x				x	x		Proven	\$\$	Med	CBO, FBO, public health organizations	
d	Assess local air quality and take action to protect vulnerable populations from pollution.							x		Contingent	\$	Med	IEPA, public health agencies, BRACE, RHA	
e	Provide effective and accessible cooling interventions to vulnerable residents.		x							Evolving	\$\$	Med	Park districts, public health agencies, cultural venues, transit services	
f	Assure community education messages are accessible in all languages and formats.	x	x	x	x	x	x	x		Proven	\$	Low	Nonprofits, ADA coordinators	
g	Assure affordable access to safe drinking water for all.						x			Proven	\$\$\$	High	AWWA, JAWA, U.S. EPA, ISWS, CMAP, MPC	Water burden lessened, safe and healthy constituents
h	Assure transit routes serving vulnerable populations are accessible and operable during weather events.					x				Evolving	\$\$	High	RTA, CTA, Metra, Pace, BRACE, public health agencies	Mobility; access to economic opportunity

### 3. COLLABORATE AND BUILD CAPACITY FOR MORE RESILIENT COMMUNITY

Strategy		Overarching resilience	Heat & Health	Flooding & Homes	Stormwater & Infrastructure	Flooding & Transport	Drought & Water	Air Pollution & Health	Municipal Role	Solution Status	Cost	Effort Required	Lead Partners & Resources	Outcomes (Co-benefits)
a	Coordinate resiliency efforts with federal, state and regional agencies.	x		x	x	x	x			Contingent	\$\$	High	FEMA, IEMA, EMA, MABAS, NIMS, IDNR, IDOT, CMAP, counties, public health agencies, park and forest preserve districts, utilities, StR, DRSC	Shared and leveraged resources, optimized efficiency and outputs; greater adaptive capacity; assets preserved
b	Strengthen emergency and adaptive response skills among staff, civic leaders, and allied organizations.	x	x	x				x		Proven	\$	Med	FEMA, IEMA, NIMS, IAFSM, APWA, AWWA, MABAS, public health agencies	
c	Develop an emergency transportation and logistics plan to move vital resources.					x				Evolving	\$\$	High	IEMA, IDOT, counties, EMA, APWA, public health agencies	Vital services and economy protected
d	Monitor and share real-time roadway conditions.					x				Evolving	\$	Low	IDOT, counties, townships, APWA	Timely and targeted response to climate hazards
e	Access and share timely weather data.	x		x						Proven	C	Low	NOAA, NWS, State Climatologist	
f	Facilitate compliance with federal air quality standards by businesses.		x					x		Contingent	\$	Med-High	IEPA, U.S. EPA	Constituents protected from extreme heat
g	Identify and mitigate urban heat islands.		x							Evolving	\$\$\$	High	U.S. EPA, USFS, GLISA, IEPA, State Climatologist utilities, park & forest preserve districts, public health agencies	
h	Manage public and private landscapes to optimize ecosystem services and support biodiversity.	x						x		Proven	\$\$\$	High	USFS, IDNR, park & forest preserve districts, SWCD, CW, watershed organizations, nonprofits	Natural systems optimized for resiliency and public well-being; air and water quality protected; threats from stormwater and heat islands managed
i	Collaborate to sustainably manage regional water supply.						x			Evolving	\$\$\$	High	ISWS, IDNR, CMAP, MPC	Water supply protected and conserved
j	Monitor and protect water quality in private wells.						x			Evolving	\$\$	Med	BACOG, ISWS	
k	Collaborate to sustainably manage stormwater.				x					Evolving	\$\$\$	High	U.S. EPA, FEMA, IEMA, IAFSM, stormwater agencies, SWCS, IDNR, counties, townships, park & forest preserve districts, IDOT & transportation agencies	Resources shared and leveraged; greater adaptive capacity; flood impacts reduced; assets preserved









4.



# ENACT PLANS AND POLICIES FOCUSED ON ADAPTATION AND RESILIENCE

Strategy	Overarching resilience	Heat & Health	Flooding & Homes	Stormwater & Infrastructure	Flooding & Transport	Drought & Water	Air Pollution & Health	Municipal Role	Solution Status	Cost	Effort Required	Lead Partners & Resources	Outcomes (Co-benefits)
a	Adopt and integrate county hazard mitigation plan into local plans and policies.	x		x	x				Proven	\$\$	Med-High	FEMA, BRIC, IEMA, ISI, counties, APA, CMAP	Assets and operations prepared; greater adaptive capacity; investments protected; safe and healthy constituents
b	Integrate climate impacts and vulnerability into relevant plans and regulations.	x		x			x		Evolving	\$\$	High	APA, APWA, stormwater agencies, CMAP	
c	Proactively update codes and standards to reflect evolving climate conditions.	x	x				x		Evolving	\$\$	Med	CMAP, ICC, IDNR, ISI, GLISA, stormwater agencies	
d	Incentivize or require resilient building design.	x	x	x					Evolving	\$\$	Med	APA, ISI	
e	Guide future development to conserve land and ecosystem services.	x	x	x	x				Proven	\$\$\$	High	CMAP, APA	Landscapes preserved and optimized for ecosystem services; more pervious surfaces; more sustainable transportation systems; energy and resources conserved; positive health outcomes; greater adaptive capacity; planning for prioritized investment; assets protected; safe and healthy constituents
f	Promote connected, complete, and walkable neighborhoods.		x		x				Evolving	\$\$\$	Med-High	CMAP, APA	
g	Prioritize transit-oriented development and transit-supportive development.	x			x				Evolving	\$\$\$	High	CMAP, APA, RTA	
h	Participate in the Community Rating System and National Flood Insurance Program.	x		x					Proven	\$\$	Med-High	FEMA, IEMA, IDNR, CRS, NFIP, IAFSM	Water supply protected and conserved; safe and healthy constituents
i	Protect surface and groundwater from contamination.					x			Proven	\$\$\$	High	IEPA, IDNR, ISWS, counties, watershed organizations	
j	Allow developments flexibility to meet stormwater requirements.			x					Proven	\$\$	Med-High	APA, counties, stormwater agencies	Landscapes conserved for ecosystem services; energy and resources conserved
k	Adopt a water conservation plan.					x			Evolving	\$\$	High	CMAP, AWWA, U.S. EPA WaterSense, IISG	Water supply protected and conserved; energy for water distribution conserved; costs reduced
l	Enact and enforce outdoor watering regulations responsive to drought conditions.					x			Proven	\$	Med	CMAP, NWPA, MPC, IISG	
m	Optimize tree planting and protect existing trees for maximum shading and stormwater benefits.		x	x					Proven	\$\$	High	USFS, IDNR, utilities, public gardens, watershed organizations, stormwater agencies, SWCD, park & forest preserve districts	Heat and flooding hazard lessened; cooling energy demand lessened; air and water quality improved

# 5. ADAPT OPERATIONS AND INVESTMENTS FOR FUTURE CLIMATE CONDITIONS

Strategy		Overarching resilience	Heat & Health	Flooding & Homes	Stormwater & Infrastructure	Flooding & Transport	Drought & Water	Air Pollution & Health	Municipal Role	Solution Status	Cost	Effort Required	Lead Partners & Resources	Outcomes (Co-benefits)
a	Integrate stormwater management into transportation projects.				x	x				Evolving	\$\$\$	Med-High	IDOT, counties, townships, GLISA, RTA, CTA, Metra, Pace	Assets and operations prepared; greater adaptive capacity; assets protected; services and economy protected; mobility maintained
b	Assess and adapt vulnerable infrastructure to be responsive to changing climate conditions.	x			x	x	x			Evolving	\$\$\$	Med-High	StR, IDOT, counties, townships, ISI, APWA	
c	Acquire and remove floodprone homes			x						Proven	\$\$\$	High	Counties, FEMA, IEMA, IDNR	
d	Respond to weather events to ensure mobility					x				Proven	\$\$	High	IDOT, counties, townships, RTA, CTA, Metra, Pace	
e	Manage public and private landscapes to provide accessible recreation and optimize ecosystem services.	x	x					x		Proven	\$\$\$	High	Park & forest preserve districts, SWCD, watershed organizations, IAFSM	Greater adaptive capacity, community cohesion, natural systems optimized for resiliency and public well-being; air and water quality improved; threats from stormwater and heat islands managed
f	Establish green infrastructure and include maintenance in capital improvement plans.				x					Proven	\$\$\$	High	MWRD, stormwater agencies, IEPA, IISG	Water quality protected; assets protected; flood impacts reduced
g	Assess and adapt stormwater systems to respond to future rainfall projections.				x					Evolving	\$\$\$	High	ISWS, IEPA, state climatologist, IAFSM, stormwater agencies, POTW, APWA	
h	Create resilient water utilities through efficiency, conservation, demand management, technology, and flexible operations.						x			Proven	\$\$\$	High	AWWA, JAWA, U.S. EPA, CMAP, MPC	Water supply protected and conserved; energy conserved

CROSS-CUTTING OBJECTIVES

Table 2. All Mitigation and Adaptation Objectives and Corresponding Adaptation and Mitigation Benefits

Mitigation Objective	Outcome/Co-benefits	Adaptation Benefit
Demonstrate Leadership to Reduce Emissions	Engaged constituents, public support, green jobs, efficiencies and cost-savings	More resilient communities
Decarbonize Energy Sources	Cleaner air and water, renewable energy, potential improvements to energy security	More resilient electric grid
Optimize Building Energy	Improved building performance, lower energy costs/energy burden, cleaner air	More resilient buildings
Implement Clean Energy Policies	Clean energy jobs, leveraged investment	Economic development
Decarbonize Transportation	Cleaner air, lower long-term fuel costs, reduced noise pollution, beneficial electrification	Less reliance on vulnerable fuel supply chain
Reduce Vehicle Miles Traveled	Less congestion, less reliance on single-occupancy vehicles, more connected communities, more social cohesion, more walking and biking and better health outcomes, lower transportation costs, reduced injuries/fatalities from road accidents	More resilient transportation systems
Manage Water and Waste Sustainably	Cleaner air and water, less waste	More resilient water and wastewater systems
Sustain Ecosystems to Sequester Carbon	Enhanced ecosystems, preserved biodiversity, improved quality of life and mental health, active and healthy lifestyles	Reduced flooding, cooler communities

Adaptation Objective	Outcome/Co-benefits	Mitigation Benefit
Engage and educate the community about climate resilience and adaptation	Prepared and engaged constituents, community cohesion, better health outcomes, private property and well-being preserved	Awareness of hazards and impacts builds support for climate mitigation actions
Incorporate equity and inclusion into climate adaptation efforts	Prepared and engaged constituents, community cohesion, improved health equity, private property preserved	
Collaborate and build capacity for more resilient community	Shared and leveraged resources, greater efficiency and outputs, greater adaptive capacity. Property, water supply, and other assets preserved	
Enact plans and policies focused on adaptation and resilience	Prepared assets and operations, greater adaptive capacity. Improved nature, quality of life	Reduced energy demands for water utilities. Healthy ecosystems help sequester carbon
Adapt operations and investments for future climate conditions	Prepared assets and operations, nature, quality of life, property, water supply and other assets preserved	Reduced energy demands for operations



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## CONCLUSION

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This regional climate plan, and the process on which it is built, has revealed a need for urgent, coordinated action to both mitigate and adapt to climate change. Encouragement and assistance from NOAA's Climate Program Office and International Urban Cooperation has also spotlighted our region as a leader in collaborative climate planning. Our culture of cohesion and the collective expertise of stakeholders position us well to meet this challenge.

The climate mitigation objectives and strategies in this plan are tailored to address the greatest sources of greenhouse gas emissions and the most promising opportunities to meet the goal of **net zero emissions by 2050**. This plan also suggests strategies to address a set of high-priority climate impacts and offers targeted objectives and strategies to commit to **persistent, equitable adaptation**. The next steps for municipalities require an iterative approach to using the *Steps to Resilience*.

Municipal governments are uniquely positioned to engage constituents to bring about meaningful actions in both climate mitigation and adaptation. They have tools and expertise that can bolster community resilience. For example, capital planning can guide investments in infrastructure that can adapt to changing weather patterns. Municipal leaders can also cultivate cohesive and prepared communities that can endure and bounce forward from disasters.

Join us in working toward the goals and objectives of the Climate Action Plan for the Chicago Region. We recognize that hard work and a challenging shift to a new direction lies ahead on our journey. Regardless, we must begin movement toward a better future and begin now.







OFFICE OF THE MAYOR

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

MEMORANDUM

Date: October 7, 2021  
To: Michael G. Bartholomew, MCP, LEED-AP, City Manager  
From: Andrew Goczkowski, Mayor *AG..*  
Subject: Greenest Region Compact Communities

**Issue:** Adopt a Resolution to join the Greenest Region Compact.

**Analysis:** The Greenest Region Compact leverages the strength of municipal government to build vibrant, sustainable communities across the Chicago region.

The foundation of the Greenest Region Compact is 49 high-level goals that have been reached by consensus; not only are the goals aligned with important local, regional, national and global goals, but they are also broadly supported by municipal members of the Metropolitan Mayors Caucus and allied organizations. These goals guide municipal action and foster collaboration that has positive impacts on sustainability in the region.

**Recommendation:** I recommend approval of Resolution R-166-21 to join the Greenest Region Compact.

**Attachments:**

Resolution R-166-21  
Exhibit A – Greenest Region Compact Goals

**CITY OF DES PLAINES**

**RESOLUTION R - 166 - 21**

**A RESOLUTION ENDORSING THE METROPOLITAN MAYORS CAUCUS' GREENEST REGION COMPACT 2.**

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

**WHEREAS**, it is important for mayors and local governments throughout the United States to take leadership roles to advance sustainability both in their own communities and in concert with regional, national and global initiatives; and

**WHEREAS**, the Metropolitan Mayors Caucus created the Greenest Region Compact 2 to address environmental sustainability issues of global importance at the local level; and

**WHEREAS**, the Greenest Region Compact 2, also called the GRC2, is built on important environmental initiatives already underway in communities, in partnership with many non-profit, state, regional and national organizations; and

**WHEREAS**, the GRC2 synthesizes sustainability goals already adopted by leading communities in the region; and these consensus goals align with common regional, state, national and global objectives; and

**WHEREAS**, the GRC2 offers a companion Framework to guide communities of all sizes and strengths to assess their current efforts; develop a sustainability plan suited to local priorities; and will offer resources to help them succeed; and

**WHEREAS**, the consensus goals of the Greenest Region Compact 2 will guide coordinated efforts toward enhanced quality of life for City residents; protection and stewardship of the environment and sustainable economic vitality.

**WHEREAS**, the City Council has determined that it is in the best interest of the City and the public to endorse the Greenest Region Compact 2;

**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: ENDORSEMENT OF GREENEST REGION COMPACT 2.** The City Council hereby endorses the Greenest Region Compact 2 proposed by the Metropolitan Mayors Caucus and agrees to work to achieve the Greenest Region Compact 2's goals, both in the City and in collaboration throughout the region.

**SECTION 3: EFFECTIVE DATE.** This Resolution shall be in full force and effect upon its passage and approval by a majority of the members of the City Council.

**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**



## COLLABORATING FOR SUSTAINABLE COMMUNITIES

The member municipalities of the Metropolitan Mayors Caucus seek a vibrant, sustainable future for their communities and the greater Chicago region. The consensus goals of the Greenest Region Compact aim for enhanced quality of life for residents; protection and stewardship of the environment and sustainable economic vitality.

To become the most sustainable and successful region in the United States, they, therefore, support the following consensus goals of the Greenest Region Compact and agree to work to achieve them, both in their own communities and in collaboration throughout the region:



### **Climate**

- Reduce greenhouse gas emissions
- Maintain clean and healthful air
- Develop resiliency to climate change impacts
- Engage the community in climate change mitigation and adaptation



### **Economic Development**

- Promote innovation and a competitive workforce
- Cultivate local and sustainable development, jobs, and businesses



### **Energy**

- Use energy for buildings and facilities efficiently
- Advance renewable energy
- Reduce energy consumption
- Enact policies that support clean energy
- Engage the community in clean energy practices



### **Land**

- Encourage strategic development that upholds sustainability principles
- Conserve, restore and enhance natural features and ecosystems
- Support networks of accessible, well-used, and enjoyable parks
- Sustain a robust urban forest canopy
- Sustain beautiful landscapes that provide ecosystem services
- Achieve greater livability through sustainable land use and housing policies
- Cultivate a conservation ethic in the community



### **Leadership**

- Enlist support for GRC2 goals through regional, state and national leadership
- Advocate for policies that align with and advance the GRC2
- Work collaboratively towards a sustainable region



### **Mobility**

- Support safe and effective active transportation
- Maintain a diverse, safe, and efficient transportation network
- Support efficient transportation that uses resources wisely
- Integrate sustainability into transportation policies, programs, and regulations
- Promote public and sustainable transportation choices



### **Municipal Operations**

- Lead by demonstrating sustainable values and practices
- Integrate sustainability into all municipal operations
- Operate a safe, clean and efficient fleet
- Collect and manage data to advance sustainability



### **Sustainable Communities**

- Promote cultural vibrancy in the community
- Foster a culture of health, safety, and wellness
- Increase access to sustainably grown local food
- Sustain community principles that are welcoming, inclusive and equitable
- Promote a sustainable identity for the community
- Ensure local policies and codes support sustainability
- Cultivate community values based on principles of sustainability



### **Waste & Recycling**

- Support sustainable material management
- Recycle materials across all sectors
- Divert waste from landfills
- Enact policies that cause sustainable material management
- Engage the community in waste reduction and recycling



### **Water**

- Use and distribute water efficiently
- Protect and improve and water quality
- Manage water system assets sustainably
- Optimize the use of natural and built systems to manage stormwater
- Practice stewardship of water resources
- Enact policies to protect water resources
- Engage the community in water stewardship

## Greenest Region Compact Communities

	Community	Entity Type	Population	GRC2 Adoption Date
1	Addison Township	Village of		6/12/19
2	Algonquin	Village of	30,897	4/18/16
3	Algonquin Township	Township		8/17/16
4	Alsip	Village of	18,709	7/12/16
5	Arlington Heights	Village of	74,760	4/18/16
6	Aurora	City of	197,757	4/26/16
7	Bannockburn	Village of	1,244	10/24/16
8	Barrington	Village of	10,217	4/11/16
9	Bartlett	Village of	40,647	2/5/19
10	Batavia	City of	26,420	4/16/18
11	Beach Park	Village of	13,701	11/9/17
12	Beecher	Village of	4,427	4/8/19
13	Bensenville	Village of	18,044	3/12/19
14	Blue Island	City of	22,899	4/26/16
15	Bolingbrook	Village of	74,545	4/12/16
16	Braidwood	City of	6,186	3/13/18
17	Brookfield	Village of	18,310	9/26/16
18	Buffalo Grove	Village of	40,494	3/20/17
19	Bull Valley	Village of	1,267	1/22/18
20	Burlington	Village of	681	4/4/16
21	Calumet City	City of	35,913	2/19/19
22	Campton Hills	Village of	11,091	4/5/16
23	Carol Stream	Village of	39,203	4/18/16
24	Carpentersville	Village of	37,254	10/3/17
25	Cary	City of	18,067	12/14/15
26	Chicago	City of	2,693,976	5/18/16
27	Chicago Heights	City of	29,322	4/12/18
28	Chicago Ridge	Village of	13,928	7/12/16
29	Countryside	City of	5,933	4/12/17
30	Crete	Village of	8,023	6/13/16
31	Crystal Lake	City of	39,829	5/16/17
32	Darien	City of	21,628	3/5/18
33	Deer Park	Village of	3,884	5/10/18
34	Diamond	Village of	2,697	5/24/16
35	Elburn	Village of	5,629	2/10/18
36	Elgin	City of	112,653	7/12/17
37	Elwood	Village of	2,367	6/6/18
38	Evanston	City of	74,587	8/13/18
39	Evergreen Park	Village of	19,479	4/17/17

40	Flossmoor	Village of	9,472	4/2/18
41	Fox Lake	Village of	11,015	4/26/16
42	Fox River Grove	Village of	4,676	2/7/19
43	Frankfort	Village of	18,999	5/2/16
44	Franklin Park	Village of	17,956	3/21/16
45	Geneva	City of	21,888	8/21/17
46	Glen Ellyn	Village of	27,855	5/28/19
47	Glencoe	Village of	8,888	1/19/17
48	Glenview	Village of	47,416	11/17/20
49	Grayslake	Village of	20,720	7/5/16
50	Gurnee	Village of	30,671	4/19/21
51	Hainesville	Village of	3,606	4/25/17
52	Hanover Park	Village of	37,984	4/21/16
53	Hawthorn Woods	Village of	8,402	4/25/16
54	Hazel Crest	Village of	13,549	7/23/18
55	Hebron	City of	1,469	3/19/18
56	Highland Park	City of	29,628	5/23/16
57	Hillside	Village of	8,080	5/23/16
58	Hoffman Estates	Village of	50,841	4/25/16
59	Homer Glen	City of	24,592	9/27/16
60	Homewood	Village of	19,112	3/26/19
61	Indian Head Park	Village of	3,776	4/19/18
62	Island Lake	Village of	8,035	11/11/16
63	Johnsburg	City of	6,384	3/13/18
64	Joliet	City of	147,826	1/15/19
65	Justice	Village of	12,800	8/26/19
66	Kane County	County		4/8/19
67	La Grange	Village of	15,545	4/23/18
68	Lake Bluff	Village of	5,632	8/8/16
69	Lake County	County		5/2/19
70	Lake Forest	City of	19,173	3/20/17
71	Lake in the Hills	Village of	28,759	2/21/19
72	Lake Zurich	Village of	19,915	4/17/19
73	Lakewood	Village of	3,780	2/13/18
74	Lemont	Village of	17,023	4/15/19
75	Libertyville	Village of	20,382	10/11/17
76	Lincolnshire	Village of	7,572	8/28/17
77	Lincolnwood	Village of	12,434	4/19/16
78	Lombard	Village of	43,998	4/6/17
79	Long Grove	Village of	7,963	4/26/16
80	McCullom Lake	Village of	1,080	8/8/17
81	McHenry County	County		3/16/20
82	Midlothian	Village of	14,595	4/11/18

83	Minooka	Village of	11,094	unknown
84	Mokena	Village of	20,674	3/13/17
85	Montgomery	Village of	19,213	6/25/18
86	Morton Grove	Village of	23,089	1/14/20
87	Mount Prospect	Village of	54,604	4/5/16
88	Naperville	City of	147,501	4/20/17
89	Niles	Village of	29,451	4/26/16
90	North Aurora	Village of	17,752	7/1/19
91	North Chicago	City of	29,971	7/6/18
92	Northbrook	Village of	33,343	9/24/18
93	Northfield	Village of	5,534	5/17/16
94	Northlake	City of	12,290	5/2/16
95	Oak Brook	Village of	8,075	3/14/17
96	Oak Forest	City of	27,617	2/8/17
97	Oak Park	Village of	52,233	3/19/18
98	Olympia Fields	Village of	4,821	4/11/16
99	Orland Park	Village of	58,749	4/5/16
100	Oswego	Village of	34,933	4/19/16
101	Palatine	Village of	68,407	4/1/19
102	Palos Hills	City of	17,318	3/15/18
103	Palos Park	Village of	4,842	2/12/18
104	Park Forest	Village of	21,563	3/21/16
105	Park Ridge	City of	37,457	9/18/17
106	Plainfield	Village of	43,110	3/6/16
107	Polo	City of	2,133	3/6/17
108	Posen	Village of	6,149	4/2/18
109	Richton Park	Village of	13,504	5/9/16
110	River Forest	Village of	10,970	12/2/16
111	Rockford	City of	147,070	4/1/19
112	Rolling Meadows	City of	23,219	4/11/17
113	Romeoville	Village of	39,666	5/4/16
114	Round Lake Beach	Village of	27,507	11/1/16
115	Schaumburg	Village of	74,194	5/10/16
116	Skokie	Village of	63,821	10/3/18
117	South Barrington	Village of	4,930	4/13/16
118	South Chicago Heights	Village of	4,076	3/7/17
119	St. Charles	City of	32,686	10/7/19
120	Streamwood	Village of	39,809	4/21/16
121	Sugar Grove	Village of	9,689	3/20/18
122	Thornton	Village of	2,545	4/4/16
123	Villa Park	Village of	21,916	3/9/20
124	Waukegan	City of	87,297	2/26/18
125	West Chicago	City of	27,180	3/6/17



126	Westchester	Village of	16,440	4/26/16
127	Westmont	Village of	24,931	4/12/18
128	Wheeling	Village of	38,499	3/21/16
129	Will County	County		6/21/19
130	Willowbrook	Village of	8,673	8/27/18
131	Wilmette	Village of	27,247	9/3/18
132	Winfield	Village of	9,700	7/29/18
133	Winnetka	Village of	12,428	4/3/18
134	Winthrop Harbor	Village of	6,721	5/19/20
135	Woodstock	City of	25,240	10/20/20
136	Worth	Village of	10,633	4/5/16

6,192,673

	<b>Council of Government (COG)</b>	<b>GRC2 Adoption Date</b>
1	Barrington Area Council of Governments	8/23/16
2	DuPage Mayors and Managers Conference	9/21/16
3	Lake County Municipal League	y
4	McHenry County Council of Governments	4/28/16
5	Metro West Council of Governments	4/28/16
6	Northwest Municipal Conference	y
7	South Suburban Mayors & Managers	5/19/16
8	Southwest Conference of Mayors	4/27/16
9	West Central Municipal Conference	4/27/16
10	Will County Government League	5/12/16



INFORMATION TECHNOLOGY DEPARTMENT

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

MEMORANDUM

Date: September 29, 2021  
 To: Michael G. Bartholomew, City Manager  
 From: Romeo Sora, Director Information Technology *RS*  
 Subject: Three Year Microsoft Office 365 Enterprise Agreement

**Issue:** In 2018, the City entered into a three-year Microsoft Enterprise Agreement (EA) for Microsoft product licensing under R-184-2018. This agreement will expire at the end of October 2021.

**Analysis:** Microsoft offers a number of software licenses and maintenance agreements for its customers that bundle desktop and server products into a single package known as the Core CAL. The City currently hosts Microsoft Office and Microsoft Exchange locally on internal servers, and backs them up accordingly. With the expiration of our current EA agreement, staff engaged with Microsoft to explore alternatives to the current locally hosted environment, while seeking to implement productivity tools to enhance efficiency.

Microsoft offers its Office 365 (“O365”) Government Plan which includes the basic Office Professional products (Outlook, Word, Excel, PowerPoint, etc.) in addition to One Drive (Storage), Exchange (Email), and their productivity tools SharePoint (Intranet), and Teams (Collaboration / Video Conferencing), all hosted and stored in a resilient cloud environment.

Migrating to an Exchange cloud environment reduces the overhead of maintenance, server and storage. SharePoint is a collaborative “Intranet” platform that integrates with Microsoft Office. SharePoint can be used as a secure place to store, organize, share, and access vital information (documentation / data). Teams is another collaborative application that helps people stay organized during work, small- or large-scale projects, or to conduct video conference calls, eliminating the need for Zoom accounts.

Dell holds the master Microsoft contract (CMT1176800) for the State of Illinois.

**Recommendation:** To ensure the City of Des Plaines is compliant with Microsoft licensing, I recommend the purchase of a three year Microsoft Enterprise Agreement from Dell Marketing L.P., c/o Dell USA L.P., PO Box 802816, Chicago, IL 60680-2816 in the amount of \$292,326.03. Payment for this agreement will be made in three yearly installments with year one’s total payment of \$94,801.95, and in the annual amount of \$98,762.04 for each year thereafter. Year one’s payment will be funded from the budgeted IT R&M Software Account (100-20-230-0000-6300).

Attachments:

Resolution - R-167-21

Exhibit A - Dell Microsoft Enterprise Agreement Quote

Exhibit B - Microsoft Program Signature Form

Exhibit C - Microsoft Enterprise Enrollment

Exhibit D - Microsoft Amendment to Contract Documents

Exhibit E - Microsoft Enterprise Enrollment Product Selection Form

**CITY OF DES PLAINES**

**RESOLUTION R - 167 - 21**

**A RESOLUTION APPROVING AN AGREEMENT WITH TYLER TECHNOLOGIES FOR THE PURCHASE AND IMPLEMENTATION OF EXECUTIME SOFTWARE.**

**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 October 1, 2018, the City Council adopted Resolution No. R-184-2018, approving a three-year agreement for the purchase of certain Microsoft product licenses, which agreement expires in October, 2021; and

**WHEREAS**, the City has approved funds in the IT R&M Software Account for use during the 2021 fiscal year for the purchase of software and product licenses; and

**WHEREAS**, the City desires to purchase licenses for the Microsoft 365 Government Plan, which includes Office Professional products, storage, email, intranet, and video conferencing products and applications sold by the Microsoft Corporation (collectively, "**Microsoft Licenses**"); and

**WHEREAS**, the City is a member of the Illinois Central Management Services joint purchasing program ("**CMS**"), which typically ensures local government participant the best available prices, quality of product, and terms of delivery; and

**WHEREAS**, CMS sought bids for the award of CMS contract CMT1176800 for the procurement of Microsoft Licenses ("**Master Contract**"); and

**WHEREAS**, CMS awarded the Master Contract for the Microsoft Licenses to Dell, Inc. ("**Dell**"), which is governed by a three-year "Enterprise Agreement" that the purchaser must enter into with Microsoft Corporation ("**Enterprise Agreement**"); and

**WHEREAS**, the City desires to: (i) purchase the Microsoft Licenses from Dell pursuant to the Master Contract for a term of three years, in the amount of \$94,801.95 for year one, and in the annual amount of \$98,762.04 for years two and three, for a total amount of \$292,326.03; and (ii) enter into a three-year Enterprise Agreement with Microsoft Corporation; and

**WHEREAS**, pursuant to Chapter 10 of Title 1 of the City Code and the City's purchasing policy, the purchase of the Microsoft Licenses through CMS does not require competitive bidding because it is a joint purchase with one or more governmental units; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to purchase the Software Licenses from Dell, Inc. and enter into the Enterprise Agreement with Microsoft Corporation as set forth in this Resolution;

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

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

**SECTION 2: WAIVER OF COMPETITIVE BIDDING.** The requirement that competitive bids be solicited for the purchase of Microsoft Licenses is hereby waived.

**SECTION 3: APPROVAL OF PURCHASE.** The City Council hereby approves the purchase of the Microsoft Licenses from Dell, Inc. pursuant to the CMS Master Contract for a term of three years, in the amount of \$94,801.95 for year one, and in the annual amount of \$98,762.04 for years two and three, and for a total amount of \$292,326.03.

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

**SECTION 5: EXECUTION.** 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 Enterprise Agreement and any other documentation necessary to effectuate the purchase of the Microsoft Licenses.

**SECTION 6: 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**



Customer: City of Des  
Plaines  
Date: 9/16/2021  
Contract Code: C000000765005

Master Agreement Number	TBD
Agreement Number	TBD
Anniversary Date	TBD

**Months Remaining: 36**

**Microsoft Enterprise Agreement - Quote Worksheet**

MS Part #	Description	Level	Qty Needed	Year 1 Price	Year 1 Total	Year 2 Price	Year 2 Total	Year 3 Price	Year 3 Total	
AAA-11924	O365GCCE3fromSA ShrdSvr ALNG SubsVL MVL PerUsr	D	325	\$ 171.76	\$ 55,822.00	\$ 171.76	\$ 55,822.00	\$ 171.76	\$ 55,822.00	
AAA-11894	O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr	D	25	\$ 202.08	\$ 5,052.00	\$ 202.08	\$ 5,052.00	\$ 202.08	\$ 5,052.00	
AAA-12417	CoreCalBridge0365FromSA ALING SubsVL MVL Pltfrm PerUsr	D	325	\$ 14.83	\$ 4,820.64	\$ 14.83	\$ 4,819.75	\$ 14.83	\$ 4,819.75	
AAA-12415	CoreCALBridge0365 ALNG SubsVL MVL Pltfrm PerUsr	D	25	\$ 17.67	\$ 441.75	\$ 17.67	\$ 441.75	\$ 17.67	\$ 441.75	
KV3-00353	WINENTperDVC ALNG SA MVL Pltfrm	D	325	\$ 40.15	\$ 13,049.50	\$ 40.15	\$ 13,048.75	\$ 40.15	\$ 13,048.75	
KV3-00356	WINENTperDVC ALNG UpgrdSAPk MVL Pltfrm	D	25	\$ 40.15	\$ 1,003.75	\$ 52.75	\$ 1,318.75	\$ 52.75	\$ 1,318.75	
7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	D	4	\$ 554.26	\$ 2,217.04	\$ 554.26	\$ 2,217.04	\$ 554.26	\$ 2,217.04	
7NQ-00302	SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic	D	2	\$ 1,292.75	\$ 2,585.50	\$ 1,292.75	\$ 2,585.50	\$ 1,292.75	\$ 2,585.50	
6VC-01254	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL	D	70	\$ 20.47	\$ 1,432.90	\$ 22.83	\$ 1,598.10	\$ 22.83	\$ 1,598.10	
9EA-00278	WinSvrDCCore ALNG SA MVL 2Lic CoreLic	D	48	\$ 119.67	\$ 5,744.14	\$ 119.67	\$ 5,744.16	\$ 119.67	\$ 5,744.16	
9EA-00039	WinSvrDCCore ALNG LicSAPk MVL 2Lic CoreLic	D	22	\$ 119.67	\$ 2,632.73	\$ 277.92	\$ 6,114.24	\$ 277.92	\$ 6,114.24	
					<b>Year 1 Total</b>	\$ 94,801.95	<b>Year 2 Total</b>	\$ 98,762.04	<b>Year 3 Total</b>	\$ 98,762.04

**Notes:**

- \*Priced under the State of Illinois Contract Discount; 3-Year EA commitment
- \*Due to Des Plaines budget, Dell is partially discounting the year 1 payment
- \*Years 2 & 3 are fully priced based on costs approved by Microsoft for renewal
- \*Any additional licenses added to the EA in year 1, will be subject to the full price as approved by Microsoft

# Program Signature Form

MBA/MBSA number		5-0000007569409
Agreement number	8979360	

**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Enterprise Enrollment	X20-10635
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment	M97 (New)
Product Selection Form	1114842.005 (New)
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
<b>Name of Entity (must be legal entity name)*</b> City of Des Plaines
<b>Signature*</b> _____
<b>Printed First and Last Name*</b>
<b>Printed Title</b>
<b>Signature Date*</b>
<b>Tax ID</b>

*\* indicates required field*



<b>Microsoft Affiliate</b>
<b>Microsoft Corporation</b>
<b>Signature</b> _____ <b>Printed First and Last Name</b> <b>Printed Title</b> <b>Signature Date</b> (date Microsoft Affiliate countersigns)
<b>Agreement Effective Date</b> (may be different than Microsoft's signature date)

**Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)**

<b>Customer</b>
<b>Name of Entity (must be legal entity name)*</b> <b>Signature*</b> _____ <b>Printed First and Last Name*</b> <b>Printed Title</b> <b>Signature Date*</b>

*\* indicates required field*

<b>Outsourcer</b>
<b>Name of Entity (must be legal entity name)*</b> <b>Signature*</b> _____ <b>Printed First and Last Name*</b> <b>Printed Title</b> <b>Signature Date*</b>

*\* indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

**Microsoft Corporation**  
 Dept. 551, Volume Licensing  
 6880 Sierra Center Parkway  
 Reno, Nevada 89511  
 USA

# Enterprise Enrollment

# State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>		Framework ID <i>(if applicable)</i>	
Previous Enrollment number <i>(Reseller to complete)</i>	7468591		

**This Enrollment must be attached to a signature form to be valid.**

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

**Effective date.** If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

**Term.** The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

## **Terms and Conditions**

### **1. Definitions.**

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

## **2. Order requirements.**

- a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
  - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
  - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
  - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
  - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
  - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

  - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
  - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled “Adding new Products not previously ordered,” then for additional step-up Licenses, by following the true-up order process.
- i. Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

### **3. Pricing.**

- a. Price Levels.** For both the initial and any renewal term Enrolled Affiliate’s Price Level for all Products ordered under this Enrollment will be Level “D” throughout the term of the Enrollment.
- b. Setting Prices.** Enrolled Affiliate’s prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft’s prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft’s prices to Resellers are reestablished at the beginning of the renewal term.

### **4. Payment terms.**

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate’s Reseller in three equal annual installments. . The first installment will be invoiced upon Microsoft’s acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

### **5. End of Enrollment term and termination.**

- a. General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.



Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

**c. If Enrolled Affiliate elects not to renew.**

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month (“Extended Term”) is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate’s Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

**d. Termination for cause.** Any termination for cause of this Enrollment will be subject to the “Termination for cause” section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

**e. Early termination.** Any early termination of this Enrollment will be subject to the “Early Termination” Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

## **6. Government Community Cloud.**

**a. Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate’s license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

**b.** All terms and conditions applicable to non-Government Community Cloud Services also apply

to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
  - (i) Government Community Cloud Services will be offered only within the United States.
  - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
  - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.





## **Enrollment Details**

### **1. Enrolled Affiliate's Enterprise.**

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate only

Enrolled Affiliate and all Affiliates

Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

### **2. Contact information.**

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (\*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

**Name of entity (must be legal entity name)\*** City of Des Plaines

**Contact name\* First Last**

**Contact email address\***

**Street address\***

**City\***

**State\***  
**Postal code\*** -  
(Please provide the zip + 4, e.g. xxxxx-xxxx)  
**Country\***  
**Phone\***  
**Tax ID**

*\* indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

**Contact name\* First Last**  
**Contact email address\***  
**Street address\***  
**City\***  
**State\***  
**Postal code\*** -  
(Please provide the zip + 4, e.g. xxxxx-xxxx)  
**Country\***  
**Phone\***

**Language preference.** Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

*\* indicates required fields*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

**Contact name\*: First Last**  
**Contact email address\***  
**Phone\***

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

*\* indicates required fields*

- d. Reseller information.** Reseller contact for this Enrollment is:

**Reseller company name\*** Dell Inc.  
**Street address (PO boxes will not be accepted)\*** One Dell Way  
**City\*** Round Rock  
**State\*** TX  
**Postal code\*** 78682  
**Country\*** United States  
**Contact name\*** Government Contract Admin  
**Phone\*** 847-465-3700  
**Contact email address\*** US\_MS\_VL\_Admin@Dell.com

*\* indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

<b>Signature*</b> _____ <b>Printed name*</b> <b>Printed title*</b> <b>Date*</b>
--

*\* indicates required fields*

**Changing a Reseller.** If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
  - (i) Additional notices contact
  - (ii) Software Assurance manager
  - (iii) Subscriptions manager
  - (iv) Customer Support Manager (CSM) contact

### **3. Financing elections.**

Is a purchase under this Enrollment being financed through MS Financing?  Yes,  No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

# Amendment to Contract Documents

Enrollment Number

5-0000007569409

This amendment (“Amendment”) is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

## Enterprise Enrollment (Indirect) Invoice for Quoted Price Amendment ID M97

The price quoted to Enrolled Affiliate’s Reseller is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate’s Reseller based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate’s Reseller will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate’s Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
AAA-11924	O365GCCE3fromSA ShrdSvr ALNG SubsVL MVL PerUsr		325
AAA-12417	CoreCALBridgeO365FromSA ALNG SubsVL MVL Pltfrm PerUsr		325
AAA-12415	CoreCALBridgeO365 ALNG SubsVL MVL Pltfrm PerUsr		25
AAA-11894	O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr		25

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

**This Amendment must be attached to a signature form to be valid.**

**Microsoft Internal Use Only:**

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Oct2020)(IU).docx		M97	B
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**Proposal ID**

1114842.005

**Enrollment Number**

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:					
Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	350	350	1.0	Yes	User Licenses

Products	Enterprise Quantity
<b>Office 365 Plans</b>	
Office 365 Plan E3 USL	325
O365 GCC E3	25
<b>Client Access License (CAL)</b>	
<b>Core CAL</b>	
Bridge for Office 365	25
Core CAL Bridge for Office 365 From SA	325
<b>Windows Desktop</b>	
Windows Enterprise OS Upgrade	350

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
<b>Enterprise Products</b>	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
<b>Quantity</b>	350	350	0	350

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
<b>Enterprise Products and Enterprise Online Services USLs:</b> Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
<b>Additional Product Application Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
<b>Additional Product Server Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D

<b>Additional Product Systems Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D
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NOTES	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
<p><b>Note 1:</b> Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.</p>	
<p><b>Note 2:</b> Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.</p>	
<p><b>Note 3:</b> Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade. See Product Terms for details.</p>	
<p><b>Note 4:</b> If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.</p>	
<p><b>Note 5:</b> Bridge CAL, Office 365 Plan E3 Add Ons, EMS Add Ons, Windows Ent SA Per User Add Ons, and Enterprise Cloud Suite Add On quantities are not included for Price Leveling, as License quantities are determined by the corresponding Enterprise Online Service(s).</p>	



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: October 7, 2021

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

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

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

Subject: 2020 CIP - Contract A, Street and ADA Improvements - Change Order #1

**Issue:** The 2020 Capital Improvements Program (CIP) - Contract A, Streets & ADA Improvements included the resurfacing of Algonquin Road from Wolf Road to Des Plaines River Road.

**Analysis:** In April 2020, the City was awarded \$2,000,000 in State of Illinois, Department of Commerce & Economic Opportunity (DCEO) grant funds for the resurfacing of Algonquin Road from Wolf Road to Des Plaines River Road.

In June 2020, the City let the bid for the 2020 CIP - Contract A, Streets & ADA Improvements. Arrow Road Construction was awarded the contract on August 3, 2020 by Resolution R-125-20, in the amount of \$3,171,991.30, of which \$875,000 was allotted for the resurfacing of Algonquin Road.

Since that time, City staff has expanded the scope of the work in the original contract for the resurfacing of Algonquin Road to add additional work, including but not limited to additional sidewalk, curb and apron replacement and more pavement patching to utilize the full amount of the DCEO grant. The additional work is in the amount of \$1,125,896.70.

**Recommendation:** We recommend approval of the 2020 Capital Improvement Program – Contract A, Street and ADA Improvements - Change Order No. 1 with Arrow Road Construction Company, 1445 Oakton Street, Elk Grove Village IL 60007 in the amount of \$1,125,896.70. Source of funding would be budgeted Grant Funded Projects Fund.

**Attachments:**

Resolution R-168-21  
Exhibit A – Change Order No. 1



**CITY OF DES PLAINES**

**RESOLUTION R - 168 - 21**

**A RESOLUTION APPROVING CHANGE ORDER NO. 1 TO AN AGREEMENT WITH ARROW ROAD CONSTRUCTION COMPANY FOR THE 2020 CAPITAL IMPROVEMENT PROGRAM - CONTRACT A, STREET AND ADA IMPROVEMENTS.**

**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 3, 2020, the City Council approved Resolution R-125-20, which approved a contract ("**Contract**") with Arrow Road Construction Company ("**Contractor**") for the 2020 Capital Improvement Program - Contract A, Street and ADA Improvements, which included resurfacing Algonquin Road from Wolf Road to Des Plaines River Road, among other resurfacing areas, miscellaneous curb and gutter replacement and sidewalk replacement for ADA upgrades at certain locations (collectively, "**Work**") in an amount not to exceed \$3,171,991.30, of which \$875,000 was allotted for the resurfacing of Algonquin Road; and

**WHEREAS**, in April 2020, the City was awarded \$2,000,000 in State of Illinois, Department of Commerce & Economic Opportunity (DCEO) grant funds for the resurfacing of Algonquin Road from Wolf Road to Des Plaines River Road; and

**WHEREAS**, after commencing the Work, City staff has expanded the scope of the work in the original contract for the resurfacing of Algonquin Road to add additional work, including but not limited to additional sidewalk, curb and apron replacement and more pavement patching to utilize the full amount of the DCEO grant ("**Additional Work**"); and

**WHEREAS**, Contractor has submitted Change Order No. 1 under the Contract for the completion of the Additional Work in the not-to-exceed amount of \$1,125,896.70 ("**Change Order No. 1**"); and

**WHEREAS**, the City desires Contractor to perform the Additional Work pursuant to Change Order No. 1 in the not-to-exceed amount of \$1,125,896.70; and

**WHEREAS**, the City Council has determined that authorizing Contractor to perform the Additional Services under the Contract pursuant to Change Order No. 1 is (i) necessary to complete the Work, (ii) germane to the Contract in its original form as executed, and (iii) in the best interest of the City and authorized by law; and

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

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

**SECTION 2: APPROVAL OF CHANGE ORDER NO. 1.** The City Council hereby approves Change 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.

**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 Change Order No 1 with Arrow for 2020 CIP Contract A Street and ADA Improvements

CITY OF DES PLAINES  
CHANGE ORDER NO. 1  
FOR 2020 CIP – CONTRACT A  
STREET AND ADA IMPROVEMENTS

PROJECT NAME: 2020 CIP – Contract A CHANGE ORDER NO. 1  
LOCATION: Street and ADA Improvements CONTRACT NO. \_\_\_\_\_  
CONTRACTOR: ARROW ROAD CONSTRUCTION CO DATE: 10/18/2021

I. A. DESCRIPTION OF CHANGES INVOLVED:

Increase the contract amount of the 2020 CIP – Contract A, Street & ADA Improvements by \$1,125,896.70.

B. REASON FOR CHANGE:

City staff expanded the scope of the work in the original contract for resurfacing of Algonquin Road to add additional work, including but not limited to additional sidewalk, curb and apron replacement and more pavement patching.

C. REVISION IN CONTRACT PRICE:

Increase from \$3,171,991.30 to \$4,297,888.

II. CHANGE ORDER CONDITIONS:

1. The Completion Date established in the Contract, as signed or as modified by previous Change Orders, is hereby extended, making the final Completion Date December 1, 2021.
2. Any Work to be performed under this Change Order shall be provided, performed, and completed in full compliance with, and as required by or pursuant to, the Contract, including any Specifications and Contract Drawings for the Work to be performed under this Change Order and for Work of the same type as the Work to be performed under this Change Order, and as specified in the preceding "Description of Changes Involved."
3. Unless otherwise provided herein, all Work included in this Change Order shall be guaranteed and warranted as set forth in, and Contractor shall not be relieved from strict compliance with, the guaranty and warranty provisions of the Contract.
4. All Work included in this Change Order shall be covered under the Bonds and the insurance coverages specified in the Contract. If the Contract Price, including this Change Order, exceeds the Contract Price set forth in the Contract, as signed, by twenty percent (20%), Contractor shall submit to Owner satisfactory evidence of such increased coverage under the Bonds.

III. ADJUSTMENTS IN CONTRACT PRICE:

1. Original Contract Price	\$	<u>3,171,991.30</u>
2. Net (addition) (reduction) due to all previous Change Orders Nos. ____ to ____	\$	<u>-</u>
3. Contract Price, not including this Change Order	\$	<u>3,171,991.30</u>
4. Addition to Contract Price due to this Change Order	\$	<u>1,125,896.70</u>
5. Contract Price including this Change Order	\$	<u>4,297,888.00</u>

IV. FINDINGS:

Pursuant to the requirements of Section 33E-9 of the Illinois Criminal Code of 1961, the undersigned do hereby find that the Change Order: [check all that are appropriate]

x is necessary due to circumstances that were not foreseeable at the time the Owner entered into the Contract;

x is germane to the Contract in its original form as signed; and/or

x is in the best interest of the Owner and authorized by law.

RECOMMENDED FOR ACCEPTANCE:

JON DUDDLES, ASSISTANT DIRECTOR OF  
PUBLIC WORKS AND ENGINEERING

By: \_\_\_\_\_ (\_\_\_\_\_)  
Signature of Authorized Date  
Representative

ACCEPTED:

CONTRACTOR:

ARROW ROAD CONSTRUCTION COMPANY

By: \_\_\_\_\_ (\_\_\_\_\_)  
Signature of Authorized Date  
Representative

CITY OF DES PLAINES:

By: \_\_\_\_\_ (\_\_\_\_\_)  
Signature of Authorized Date  
Representative



OFFICE OF THE MAYOR

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

MEMORANDUM

Date: September 27, 2021
To: Aldermen
Cc: Michael G. Bartholomew, City Manager
From: Andrew Goczkowski, Mayor AG
Subject: Appointments Commissions

Table with 2 columns: Appointments, Expires. Rows include Library Board of Trustees (Lisa DuBrock, 06/30/2022) and Planning and Zoning Board (Thomas Weaver, 04/30/2023).

Lisa C. DuBrock, CPA, CPP



June 22, 2021

Mr. Andrew Goczkowski, Mayor  
Mr. Michael Bartholomew, City Manager  
City of Des Plaines  
1420 Miner Street  
Des Plaines, IL 60016

Re: Library Board

Gentlemen:

It is with respect that I submit my name for consideration for a position on the Des Plaines Library Board.

I have been a resident of Des Plaines for 16 years. During this time, I have had an active role as a member of the Consumer Protection Commission and have recently joined the board of the Self-Help Closet and Pantry.

I believe that giving back is essential to support a vibrant active community as well as in living a fulfilling life. The recent pandemic has allowed me to evaluate how best to continue to use my skill set to support the Des Plaines Community. Key to my success in life has always been an ability to embrace change. The Pantry has recently moved to a new larger facility and is beginning to support the Des Plaines Backpack Program. These changes are momentous for the Pantry. As I have researched libraries, I see how the digital age has caused many changes to occur at libraries across the country. I believe that these changes will continue, and ongoing good stewardship is needed to guide the organizations through these changes. I would like to add my voice to the support of the Des Plaines Library.

I own a business which specializes in information/cyber security. My business continues to grow, with clients from around the US. These clients operate in many different verticals including US defense contracting, Advertising, Electrical Utilities, Entertainment, Healthcare, as well as Managed Services and AI based companies. My company is certified as a WOSB (Woman Owned Small Business)

I have a CPA and a CPP (Certified Protection Professional). I also am the Vice Chair of the ASIS International Professional Standards Board (PSB). The PSB is accredited through ANSI to write and

publish American National Standards. Standards I have worked to develop and publish are in Business Continuity, Private Security, Workplace Violence/Active Assailant, Investigations, and Security Awareness to name a few.

I have attached my resume. I respectfully request that should an opening occur on the Library Board that my name be given consideration.

Sincerely,

A large black rectangular redaction box covering the signature area.

Lisa DuBrock

ATTM: Lisa DuBrock Resume



# RADIAN COMPLIANCE

LISA DU BROCK, CPA, CPP, CBCP

Radian Compliance, LLC

Chicago, IL and Washington, DC

(847) 997-2032

LDuBrock@RadianCompliance.com

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## PROFESSIONAL EXPERIENCE

### **Radian Compliance, LLC • Hinsdale, IL and Fairfax, VA (Consulting, and Training Firm)**

#### **Managing Partner and CEO**

**2005-Present**

Radian Compliance is a multi-discipline consulting firm that provides services in the following areas:

Risk Management and Business Continuity Planning

Information Security, IT Service Management and Quality Management

Private Security Operations Management

Lisa is the Practice Director of the Information Security - ISO 27001/27002 practice including: assessment, implementation, internal audit and ongoing support compliance to ISO 27001/2. She is also the Practice Director for the Risk Management, Private Security Operations Management and Business Continuity Management Practices. Other areas of expertise include industry and government regulations, (ex. State Privacy Laws, FFIEC Banking Regulations, Securities and Exchange Commission Regulations, and Europe's GDPR) Cyber Security, and all aspects of contingency planning, including Crisis and Emergency Management, Disaster Recovery, and Continuity of Operations Planning. Lisa has also assisted over 100 clients in implementation of multiple ISO Certifications. She is an instructor providing workshops and classes across the US and Internationally. She is Vice Chair of the ASIS International – Professional Standards Board.

**Previous Work Experience** – Areas of focus, Operations Management, Internal Audit in progressively complex environments with additional responsibilities

#### ***Morgan Stanley – Discover Card – National Director – 1991 – 2003***

Various positions beginning with Dean Witter Discover and Co Internal Audit Manager, Discover Card National Director of Banking, Regulatory Compliance and Business Continuity, Discover Card Director of International New Product Launch and Discover Card National Director of Cardmember Services.

***Credit Agricole – Internal Audit Officer – 1990 – 1991*** - Systems Audit Officer for the domestic systems operations of this multi-faceted French Bank

***First Chicago – Senior Internal Auditor – 1986 – 1990*** - Multiple positions within the Systems Audit function concentrating on electronic payment and commercial lending systems, information security and business continuity

## EDUCATION

MBA Finance - DePaul University, Chicago, Illinois

BBA Accounting - Loyola University, Chicago, Illinois

Student – Loyola University Rome Center – Rome Italy

## PROFESSIONAL CERTIFICATIONS

Certified Public Accountant, Registration # 239.001253

Certified Business Continuity Professional Certificate # 7408

3 Grant Square • #243 • Hinsdale, IL 60521 • (630) 305-7100  
4031 University Drive • #206 • Fairfax, VA 22030

Exemplar Global - RES Lead Auditor Certificate # 2011-24 Issued by ASIS (includes TL and AU)  
Certified Protection Professional 11/1/2018

## TEACHING EXPERIENCE

Developed and delivered on numerous occasions the following workshops:

- Expect the Unexpected – Development and Implementation of a Business Continuity Management System
- Financial Statements for the IT Professional
- SOX 101 – A guide to implementing SOX controls
- Information Security in a Rapidly Changing World
- ISO 27001 Implementation
- ISO 27001 Internal Audit
- BCM – ISO 22301 Implementation
- ISO 9001 Implementation
- ISO 20000 Implementation
- ISO 22301 Implementation

Contract Trainer for BSI Management Systems for the following International Standards:

ISO 20000  
ISO 27001  
BS 25999

Contract Trainer for ASIS for the following Standards

SPC.1  
ISO 28000  
PSC.1

Session Instructor at Robert Morris University – Undergraduate MIS Program – Information Security

Session Instructor at Northwestern University – Graduate MIS Program – SOX 101 and Information Security

Session Instructor at George Mason University – PTAP Program – ISO 27001, ISO 9001, ANSI/ASIS PSC.1 and Business Continuity

Developed and delivered customized training in the areas of Information Security, Business Continuity and SSAE 16 controls for clients of Radian Compliance

Developed and delivered a workshop on Management Systems for the non-ISO Centric for ASIS International

## AFFILIATIONS

Member – ASIS International – Chicago Chapter

Vice-chair – ASIS Professional Standards Board

Board Member – Self-Help Closet and Pantry - Des Plaines, Illinois

Commissioner – Consumer Protection Commission – Des Plaines, Illinois - past

Area Captain – Neighborhood Watch Committee – Des Plaines, Illinois - past

# RADIAN COMPLIANCE

## RECENT SPEAKING ENGAGEMENTS AND PUBLICATIONS

Webinar developed for Crisis Ready Institute

Speaker at Certified InfoSec Conference & 27K Security Summit – CISC, 2017 Bethesda MD

Speaker at International Security Conference – Implementing PSC.1, Den Hague, Netherlands

Speaker at Virginia Economic Development Partnership – Conference on World Trade 2014.

Speaker at ASIS International Conference – 2009 Anaheim, CA, 2010 Dallas, TX, 2011 Orlando FL, 2012

Philadelphia, PA, 2013 Chicago, IL, 2014 Atlanta, GA, 2015 Anaheim, CA, 2017 Dallas, TX, 2019 Chicago, 2020 virtual.

Workshop Speaker at Gartner Research – Risk and Information Security Conference, National Harbor, MD

Speaker at Continuity Insights, Phoenix AZ, 2012

Speaker at Intersection of Risk, Richmond VA, 2011

Speaker at Mid-size Enterprise Conference with Gartner Group – 2009 Los Angeles, CA – PS-Prep: What is it and What Does it Mean to the Mid-size Organization?

Speaker at BRPA on PS-Prep: What is it and What Does it Mean? – 2010 Chicago, IL

Speaker at City of Chicago Treasurer's Small Business Expo – 2009 Chicago, IL – Information Security for the small business

## STANDARDS DEVELOPMENT

Working Committee and Technical Committee member for the development of the following ANSI standards:

- ORM.1 – Security and Resilience in Organizations and their Supply Chain
- PSC.1 – Private Security Company Management System Standard
- PSC.4 – Maritime Private Security Company Management System Guideline
- PSO.1 – Private Security Officer – Selection and Training
- BCM.1 – Business Continuity Management
- ESRM.1 – Enterprise Security Risk Management

US Delegate to ISO/PC 284 – Management System for Private Security Companies

US Delegate to ISO TC 292 - Security and Resilience

ANAB Committee of Experts member for ANSI/ASIS PSC.1

Commission Liaison – ORM.1 – Security and Resilience in Organizations for their Supply Chain and PSC.2 -

Conformity Assessment and Auditing Management Systems for Quality of Private Security Company Operations

September 7, 2021

Hon. Andrew Goczkowski  
Mayor, City of Des Plaines  
1420 Miner Street  
Des Plaines, IL 60016

RE: Planning and Zoning Board

Dear Mayor Goczkowski:

I would like to be considered for the vacant position on the Planning and Zoning Board. After reviewing various information available on the City's website, I have concluded that the position interests me greatly and would be a good fit for my background. As indicated in my attached resume, my experience includes the preparation and management of capital project reviews. Many of these reviews examined consistency with local zoning requirements, building codes, and master plans.

My wife and I are retired and recently bought our condominium in downtown Des Plaines. We have lived in the area for the past thirty years and are familiar with the history and development of the city and its surroundings.

If you need further information and/or would like to arrange for an interview, please contact me at your earliest convenience. Thank you for your consideration.

Sincerely,



Thomas A. Weaver

Attachment: resume





# THOMAS A. WEAVER



## EDUCATION

B. A., History and Urban Studies, Binghamton University.  
Master of Science in Urban Planning, Columbia University. Concentration in Transportation.

## TRANSPORTATION POSITIONS

Regional Transportation Authority, 1976-1980: Transportation Planner

Illinois Department of Transportation, Div. of Public Transportation, 1980-1994: Transportation Planner; Grants Section Chief.

Metra, 1994-2017: Capital Program Development Section Chief; Grant Development & Programming Division Director; Senior Director, Grant Management & Accounting.

## MAJOR AREAS OF EXPERIENCE AND EXPERTISE:

Project feasibility studies: review costs and benefits; develop alternatives to the proposed action. (at RTA and IDOT)

Capital program development: fifteen years leading the development of one-year and five-year capital improvement programs, generally at the \$200 million/year range. (at Metra)

Project environmental review: Wrote environmental reviews demonstrating compliance with federal environmental requirements. Directed the work of consultants who wrote environmental assessments for federal approval. Reviewed and directed the preparation of project analyses for compliance with historic preservation requirements. (at Metra)

Grant administration: Prepared and directed the preparation of grant applications to federal, state, and regional transportation agencies. Developed and directed methods of progress reporting and documentation of compliance with grant requirements. (at IDOT and Metra)



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: September 23, 2021

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

From: Tom Bueser, Superintendent of General Services *TB*

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

Subject: Disposal of City Vehicles/Equipment - Obenauf Auction Service

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**Issue:** The City has a surplus of vehicles and equipment due to the purchase of replacements and maintaining right sizing of the City fleet. The vehicles/equipment have reached their useful life and are no longer of use to the City's departments.

**Analysis:** The Public Works and Engineering Vehicle Maintenance Division has evaluated the existing fleet and has compiled the attached list of 13 vehicles/equipment that are no longer of use to the City.

Utilization of the online auction allows us to manage our own web listings and retain the vehicles/equipment at the Public Works facility. These vehicles do not have to be delivered to a remote location which frees up staff time. Obenauf's three percent commission is competitive with similar auction vendors.

**Recommendation:** We request authorization from the City Council to dispose of the listed vehicles/equipment through Obenauf Auction Service, Inc., 810 Magna Drive, Round Lake, IL 60073.

**Attachments:**

Attachment 1 – Obenauf Auction Services Consignment Form  
Ordinance M-16-21  
Exhibit A - Auction List of Vehicles and Equipment

***Form to Consign an Item***  
***to the Obenauf Auction Service “OnLine” Auction Website***  
***www.ObenaufAuctionsOnLine.com***

To list your item on this site - email all information to: [Auctionjim@comcast.net](mailto:Auctionjim@comcast.net)

NAME OR COMPANY:

ADDRESS:

PHONE NUMBER(S):

EMAIL ADDRESS:

CONTACT PERSON:

~ Complete Description ~

**Description**

**Type in complete description (SAMPLE DESCRIPTIONS BELOW)**

.01

2014 GMC Yukon Denali VIN: ----- (72,633 miles) black, 5.7L gas, auto trans, 4x4, leather heated seats front and rear, power windows, running boards, double door in back, Bose stereo with 6 disc CD changer, interior in good condition with minor wear, fold down back seats, exterior has minor scratches and some small dings, tires like new, just had recent tune up, no rust, low miles for age.

**Start @ \$500    Reserve @ \$3,500**

.02

Kenmore 24 cu. inch almond side-by-side refrigerator/freezer, in good working condition and very clean, with bottom drawers. Keeps items cold, great for second refrigerator. Exterior has no dents or scratches.

**Start @ \$15 (SAMPLE)**

.03

Craftsman roll-around bottom tool box with 3 large drawers and one flip open huge storage space 24” x 18” x 30” and “Vulcan” top tool box with 10 drawers and flip open top 24” x 16” x 18”. All drawers work although a few stick. Very light surface rust on sides. **Start @ \$5 (SAMPLE)**

Type in multiple items in this space.

**~ Inspection and Pickup arrangements ~**

**CONTACT PERSON:**

**LOCATION:**

**HOURS:**

**PHONE NUMBER:**

All funds will be collected by **Obenauf Auction Service, Inc.** and paid to the consignor via an OAS check within approximately 30 days of the completion of the auction. A **Sellers Fee of 3%** will be deducted from the settlement check (All information and pictures provided via email by the consignor).

If **OAS** has to come to your facility to compile the item(s) information and take pictures an additional rate of \$35 per man hour will be deducted from your settlement.

A **Sellers Fee of 15%** will be deducted from the settlement check if items are brought to OAS facility (**OAS** will come to your facility and pickup item(s) for a charge, take pictures and post your item(s) on our **OnLine Internet Auction** site at an additional rate of \$35 per hour).

I HEREBY COMMISSION **OBENAUF AUCTION SERVICE, INC.** TO SELL THE ITEMS LISTED. I CERTIFY THAT I AM THE OWNER OF THE LISTED MERCHANDISE AND HAVE GOOD TITLE FOR DELIVERY TO PURCHSER AND THAT ALL ITEMS ARE FREE FROM ANY AND ALL ENCUMBRANCES. I AGREE TO ACCEPT ALL RESPONSIBILITY FOR PROVIDING ACCURATE DESCRIPTION OF MERCHANDISE SOLD **(IF ANY MERCHANDISE DESCRIPTION IS MIS-REPRESENTATED BY THE SELLER, YOU WILL BE REQUIRED TO TAKE YOUR ITEM BACK OR NEGOTIATE PRICE).** I AGREE TO HOLD HARMLESS **OBENAUF AUCTION SERVICE, INC.** AGAINST ANY CLAIMS ARISING BECAUSE OF ANY BREACH OF THE ABOVE CONDITIONS.

**Seller** \_\_\_\_\_ **Date:** \_\_\_\_\_

Typed name & date by e-mail transmission will constitute your signature.

***Obenauf Auction Service, Inc.***

***810 Magna Drive***

***Round Lake, IL 60073***

**847-546-2095 office 847-546-2097 fax**



**CITY OF DES PLAINES**

**ORDINANCE M - 16 - 21**

**AN ORDINANCE AUTHORIZING THE DISPOSITION OF SURPLUS PERSONAL PROPERTY OWNED BY THE CITY OF DES PLAINES.**

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

**WHEREAS**, the City is the owner of certain surplus vehicles and equipment (collectively, "*Surplus Personal Property*") described in detail in **Exhibit A**, attached to and, by this reference, made a part of this Ordinance; and

**WHEREAS**, the City Council has determined that the Personal Property is no longer necessary or useful to, or for the best interest of, the City; and

**WHEREAS**, Obernauf Auction Service, Inc. ("*Obernauf*") operates an Internet-based auction service for the sale of property that meets the needs of the City; and

**WHEREAS**, the City desires to dispose of the Personal Property through an auction conducted by Obernauf; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to dispose of the Personal Property at in the manner set forth in this Ordinance;

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

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

**SECTION 2: AUTHORIZATION TO DISPOSE OF PERSONAL PROPERTY.**

Pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ICLS 5/11-76-4, Section 1-12-4 of the City Code of the City of Des Plaines, and the home rule powers of the City, the City Council hereby finds that the Personal Property is no longer necessary or useful to, or for the best interest of, the City. The City Manager, or his designee, is hereby authorized to sell the Personal Property at an auction conducted by Obernauf; provided, however, that no item of Surplus Personal Property

will be sold for a price that is less than the Minimum Sales Price for that item set forth in **Exhibit A**.

**SECTION 3: AUTHORIZATION TO EXECUTE REQUIRED DOCUMENTS.** The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, all documents approved by the General Counsel and necessary to complete the disposition of the Surplus Personal Property in accordance with Section 2 of this Agreement.

**SECTION 4: DEPOSIT OF AUCTION SALE PROCEEDS.** The City Council hereby directs the City Manager and the Director of Finance to deposit into the City's General Fund the proceeds from the disposition of the Surplus Personal Property pursuant to Section 2 of this Ordinance.

**SECTION 5: EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form according to law.

**[SIGNATURE PAGE FOLLOWS]**

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

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

**VOTE:** AYES \_\_\_\_ NAYS \_\_\_\_ ABSENT \_\_\_\_

---

**MAYOR**

ATTEST:

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**CITY CLERK**

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

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**

DP-Ordinance Authorizing Disposition of Property Vehicles and Equipment via Obenauf Auction Service Fall 2021

2021 Des Plaines Fall Auction Vehicle List

Asset #	Year	Make	Model	Description	VIN	Estimated Salvage Value	Minimum Bid
2013	2006	Ford	Crown Vic	Passenger Vehicle	2FAFP71W96X149153	\$ 1,500.00	\$ 300.00
6031	2006	Ford	Explorer	Passenger Vehicle	1FMEU72E46UB54249	\$ 2,000.00	\$ 500.00
6013	2006	Ford	Crown Vic	Passenger Vehicle	2FAFP71W26X151763	\$ 1,500.00	\$ 300.00
6010	2006	Ford	Crown Vic	Passenger Vehicle	2FAFP71W06X151762	\$ 1,500.00	\$ 300.00
6908	2006	Chrysler	300	Passenger Vehicle	2C3KA53G66H249231	\$ 1,000.00	\$ 200.00
6042	2008	Ford	Crown Vic	Passenger Vehicle	2FAFP71V78X172473	\$ 2,000.00	\$ 500.00
6043	2008	Ford	Crown Vic	Passenger Vehicle	2FAFP71V58X172472	\$ 2,000.00	\$ 500.00
7501	2004	Ford	Excursion	Passenger Vehicle	1FMNU41L94EC74473	\$ 3,000.00	\$ 1,000.00
9034	2008	Ford	F450	Passenger Vehicle	1FDXF47Y48EE10505	\$ 3,000.00	\$ 500.00
5073	2010	Falcon	Hot Box	Asphalt Hot Box	1F9P21310AM339020	\$ 500.00	\$ 100.00
5004	1997	Ford	Mower	Tractor Mower	1286379722	\$ 2,000.00	\$ 500.00
7802	2000	Pierce	Dash	Tower Truck	4P1CT02S3YA000882	\$ 4,000.00	\$ 500.00
7601	2005	Pierce	Dash	Fire Engine	4P1CD01S75A005030	\$ 4,000.00	\$ 500.00



COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: September 23, 2021  
 To: Michael G. Bartholomew, MCP, LEED AP, City Manager  
 From: Jonathan Stytz, Planner JS  
 Cc: John Carlisle, AICP, Economic Development Manager JC  
 Subject: Consideration of Conditional Use and Variations for a Convenience Mart Fueling Center Use at 2000 Mannheim Road, Case 21-036-CU-V (5<sup>th</sup> Ward)

**Issue:** The petitioner is requesting a Conditional Use under Section 12-7-3(K) of the Zoning Ordinance to allow a Convenience Mart Fueling Center in the C-3 zoning district. The petitioner is also requesting variations from the blank wall limitations of Section 12-3-11.

**Address:** 2000 Mannheim Road  
**Petitioner:** Henry Patel, 6N232 Dinah Road, Medinah, IL 60157  
**Owner:** Henry Patel, 6N232 Dinah Road, Medinah, IL 60157  
**Case Number:** 21-036-CU-V  
**Real Estate Index #:** 09-29-402-038-0000; -043  
**Ward:** #5, Alderman Carla Brookman  
**Existing Zoning:** C-3, General Commercial District  
**Existing Land Use:** Fueling Station and Car Wash  
**Surrounding Zoning:** North: C-3, General Commercial District  
 South: M-2, General Manufacturing District  
 East: R-1, Single Family Residential District  
 West: R-3, Townhouse Residential District  
**Surrounding Land Use:** North: Gas Station/Water Tower  
 South: Self-Storage Business (Commercial)

East: Railroad; Power Station (Utilities)  
West: Townhouse Residences (Residential)

**Street Classification:** Mannheim Road is classified as an other principal arterial and Howard Avenue is classified as a minor collector.

**Comprehensive Plan:** The Comprehensive Plan illustrates this site as commercial.

**Project Description:** The petitioner, Henry Patel, with the assistance of architect Ronald J. Ambrose, has requested a Conditional Use Permit for a Convenience Mart Fueling Station Use at 2000 Mannheim Road. The subject property is a double frontage lot on the southwest corner of the Mannheim Road/Howard Avenue intersection, which fronts Mannheim Road to the east, Howard Avenue to the north, and Chestnut Street to the west. The property is within the C-3 General Commercial district, where a Convenience Mart Fueling Station is a conditional use. The Plat of Survey (Attachment 3) shows a single-tenant building with seven fuel pumps and one canopy, a car wash, and an off-street surface parking areas on the west side of the property. Access to the subject property is available off Mannheim Road and Howard Avenue, each with two curb cuts. There is no available property access off Chestnut Street.

The existing one-story, 2,610-square-foot building consists of a small lobby area with counter, a restroom, utility room, cooler, and car wash tunnel. The petitioner wishes to renovate the existing floor plan by removing the car wash tunnel to make room for the convenience mart, adding an office, and adding a storage room, based on the Proposed Floor Plan (Exhibit C). The petitioner does not propose to make façade and finishing changes to the building's exterior with the exception of the masonry in-fill areas on the east (front) and west (rear) elevations of the building where the existing car wash is located and retain the existing building material and façade finishes on the remainder of the building, based on the Proposed Exterior Elevations (Exhibit D). The petitioner's proposal includes site improvements such as the addition of landscaping along the perimeter of the west and north parking lot area, five new parking spaces on the east side of the property, and new dumpster enclosure, based on the Site Plan/Landscape Plan (Exhibit B). Staff has added a condition that the dumpster enclosure meets the requirements of Section 12-10-11 of the Zoning Ordinance.

The proposed floor plan includes a 1,929-square-foot retail area, 100-square-foot office, freezer, and storage area. The following parking regulations apply to automotive fuel stations pursuant to Section 12-9-7 of the Zoning Ordinance:

- One parking space for every 200 square feet of accessory retail area; and
- Two parking spaces provided at each fuel pump.

A total of 24 off-street parking spaces are required, including two handicap accessible parking spaces. The Site Plan/Landscape Plan (Exhibit B) provides 25 spaces including two spaces per fuel pump, and 11 spaces next to the building to serve the retail. The Site Plan does not designate the two required accessible parking spaces. Staff has added a condition that the petitioner's site plan submitted at the time of building permitting contain accessible parking, with the required striping and dimensions.

The convenience mart fueling station will be open 24 hours a day Monday through Sunday. The proposed convenience mart is intended to sell beer, liquor, and similar items, per the hours and other limitations on liquor licenses. The petitioner will have to obtain or update all necessary local and state licenses necessary to sell alcohol and tobacco. A maximum of two employees will be on site at a given time. Please see the Project Narrative (Exhibit A) for more details.

The façade alterations make the project subject to the Building Design Review requirements of Section 12-3-11. The closure of the car wash tunnel naturally leads to larger walls, which the petitioner is proposing to enclose with a mixture of windows (i.e. transparency) and brick. However, Section 12-3-11.D.1.a-b, street-facing facades have maximum requirements for what can be windowless. This project will exceed 30 percent of rectangular area of blank wall on the west façade (facing Chestnut), as well as having a windowless area with a horizontal distance greater than 15 feet. The petitioner contends that complying with the strict adherence is not practical, given that the building is existing and the project moves it closer toward – but not fully – compliant. Discussion of the variation standards begin on Page 5 of this report and are addressed by the petitioner in Attachment 1.

### **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 illustrated as Commercial 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 a commercial fuel station, the petitioner will work to enhance the subject property by renovating the interior and portions of the exterior of the existing building and making various site improvements including the addition of landscaping, new dumpster enclosure, and fence repairs at the west and north property lines of the property.
- The subject property is located along the defined Mannheim Road corridor with a park to the east, townhouse residential to the west, commercial to the north, manufacturing development to the south. It contains a single-tenant building located in between established commercial developments along Mannheim Road. The request would assist in the retention and expansion of an existing commercial business at this location and provide additional retail goods and services for the residents of Des Plaines.

- **Landscaping and Screening:**

- The Comprehensive Plan seeks to encourage and actively pursue beautification opportunities and efforts, including the installation of landscaping, street furniture, lighting, and other amenities, to establish a more attractive shopping environment and achieve stronger corridor identity in Des Plaines.
- The proposal seeks to add a landscape buffer along the west and north property lines to provide a more pronounced buffer between the building and the townhouse residences and commercial development directly to the west and north, respectively. The addition of landscaping in this area is intended to capitalize on available space for screening of the property.

- The proposal also includes repairing portions of the existing fence section along the west and north property lines. While the aforementioned aspects represent a small portion of the goals and strategies of the Comprehensive Plan, there is an 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 September 14, 2021. An excerpt from the draft minutes is attached.

**Planning and Zoning Board Review:** The Planning and Zoning Board met on September 14, 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 Convenience Mart Fueling Center Use at 2000 Mannheim Road in the C-3 zoning district.

The petitioner and his architect presented a brief overview of the request to locate a convenience mart in the existing gas station building in place of the existing car wash. The architect noted that the property owner wishes to sell wine and beer but is currently unable to do so given the current size of the sales area. He explained that an expansion of the building was considered to increase the sales floor area without the removal of the car wash but that there were no viable options. Thus, the petitioner proposes to remove the existing car wash and replace it with a new convenience mart sales area, office, and coolers to meet the requirements for a liquor license. The architect explained that the footprint of the building would not change but that the building's floor plan and interior would be remodeled to make room for the new convenience mart. He added that the car wash entrance and exit will be walled in with face brick to match the existing face brick and add windows where they could. They also described some of the proposed site improvements including new landscaping area at the west and north perimeters of the property and new trash enclosure behind the building on the west side.

The Planning and Zoning Board (PZB) Members asked if the proposal included the updating of existing brick to match the new brick proposed; if traffic would increase on site with this request and if a traffic study was considered; what is the economic benefit of a car wash versus a convenience mart; would car wash equipment have to be updated to continue its operation; how many car washes does the petitioner think have been built in the last fifteen years; what the predicted liquor sales would be with the expanded sales area; and what plans the petitioner has for the vacant west portion of the lot. The petitioner responded that there will be no updates to the existing brick façade but rather the new brick will match the existing brick façade; that the anticipated traffic volumes would likely decrease with the convenience mart versus the car wash; that the car wash is outdated, not cost effective, and is difficult to compete with newer, bigger carwashes while the convenience mart provides additional revenue providing a benefit to the property owner and City alike; that the car wash equipment would need to be updated to continue its use and utility costs have increased making the car wash venture less feasible; that they feel there are many new gas stations in the area that have newer, larger car washes with better technology; that they did not have projected liquor costs but that customers have been asking for beer and wine at that location; and that there are currently no plans to utilize the west portion of the property at this time because the main goal is to update the convenience store.

Community and Economic Development staff summarized the staff report and recommended four conditions of the Planning and Zoning Board recommended approval of the request. One condition requires the petitioner to revise the Site Plan to include the dimensions, striping, and designation of two handicap accessible parking spaces pursuant to City codes. Another condition requires the petitioner to submit a Photometric Plan in compliance with Section 12-12-10 of the Zoning Ordinance at time of building permit. A third condition prohibits the repair or storage of vehicles and equipment on the property at any time. Staff clarified for PZB that a traffic study was not required because the building was not being expanded and there were no concerns that the convenience mart use would negatively affect traffic volumes and access.



No members of the public spoke on this petition. The Planning and Zoning Board recommended (6-0) that the City Council approve the request with the four conditions in the staff report.

**Recommendations:** The PZB recommended (6-0) that the City Council approve the request with conditions. Similarly, staff recommends approval of the requests via Ordinance Z-48-21, which approves a conditional use, subject to the following conditions.

**Conditions of Approval:**

1. The petitioner shall revise the site plan to be submitted at the time of building permitting to add the necessary accessible parking spaces.
2. Plans for the dumpster enclosure in compliance with Section 12-10-11 of the Zoning Ordinance shall be submitted to staff at time of building permit.
3. A Photometric Plan in compliance with Section 12-12-10 of the Zoning Ordinance shall be submitted to staff at time of building permit.
4. No vehicles or materials shall be stored on site at any time.

**Attachments:**

- Attachment 1: Petitioner’s Responses 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 Minutes from the September 14, 2021 Planning and Zoning Board Meeting

**Ordinance Z-48-21**

- Exhibit A: Project Narrative
- Exhibit B: Site Plan/Landscape Plan
- Exhibit C: Proposed Floor Plan
- Exhibit D: Proposed Exterior Elevations
- Exhibit E: Unconditional Agreement and Consent

# COMMUNITY AND ECONOMIC DEVELOPMENT

1420 Miner Street  
Des Plaines, IL 60016  
P: 847.391.5306  
desplaines.org

## STANDARDS FOR CONDITIONAL USES

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

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

The Site is Zoned C-3 General Commercial. The area to the North of the site also has a Service Station located on it. Gas will continue to be sold at the location, the Car Wash will no longer be operated and become part of the Convenience Store.

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

This Site is located in a General Commercial District. The purpose of this district is to accommodate a variety of businesses in locations to serve the general public.

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

The Service Station is not undergoing any major exterior modifications and will operate as it has for many years. The brick exterior and sloping roof fits in with the overall character of the general vicinity. The few exterior changes are designed to match the appearance of the existing structure.

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

As this is an existing Service Station we are not proposing any major renovations that would affect the neighborhood. We are proposing landscaping along two of the street frontages along with more striped parking and a new trash enclosure.

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

No existing public utilities will be affected by this request. We are not proposing any changes to the site access. The site will continue to sell gasoline and diesel fuel and will now offer a larger convenience store.

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

No utilities will need to be created or updated for this project. We are proposing an interior remodel. If any utilities are affected it would be in the reduction of water usage as it will no longer function as a Car Wash.

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

The site will continue to operate as a Service Station. Additional parking spaces will be offered as a result of eliminating the Car Wash. The function of the site and updated business will have minimal impact on the area.

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

The access to the site will remain unchanged. By eliminating the Car Wash any traffic concerns will be eliminated. The fueling areas will continue to operate as they currently do and be unchanged.

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

No natural conditions will be destroyed or impacted by this approval. We are adding a landscape buffer which currently does not exist.

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

We are not requesting any setback variations, sign variances or any other variances that could have a major impact on the surrounding area. The proposal complies with the intent of the ordinance.

# 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.

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.

Window fenestrations have been applied as possible on blank walls. Due to the interior plan configuration it is difficult to accomplish on the north and west facing elevations. Where possible glass has been installed when facing Chestnut and Howard. Electrical panels and an existing restroom create this difficulty.

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.

This lot has frontages on three streets. Most existing and new sites only front on two streets. The areas where glass is necessary for viewing out to the pump islands has glazing. We have attempted to increase the glazing on the sides facing streets as is most practical.

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.

This site has existed in this configuration for many years. The rear (west) facing side of the structure is facing a street where most rear yards face other adjacent rear yards, not streets.

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.

Similar existing stations only facing two streets do not have to meet these additional requirements. Adding these additional elements add additional cost to what is essentially an interior remodel. Per the proposed floor plan this request is difficult to achieve.

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.

Due to the location of the existing restroom and storage room which has electrical panels along the entire rear wall we feel this is not a request for special privilege. Occupants of other lots only need to provide glazing on only the side facing the pump islands.

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.

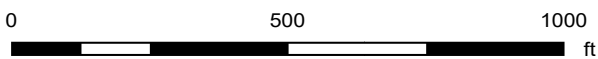
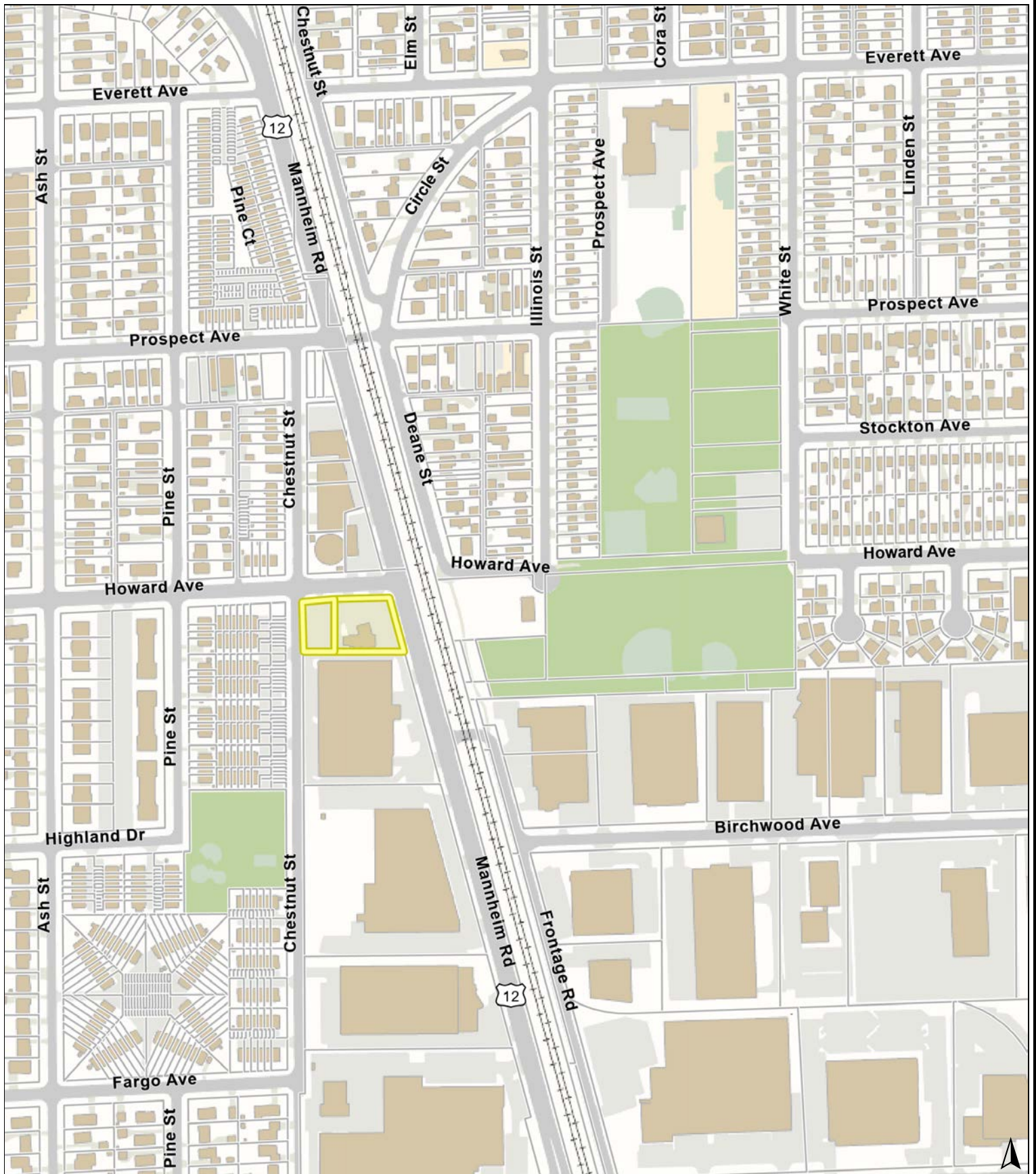
The rear of the building can be subject to safety concerns and addressing this requirement could only invite unwanted individuals. This could then cause harm or injury to employees and the general public.

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.

We have attempted as most practical and economical to meet this requirement. Glazing has been added in those areas that were previously openings. Additional openings would cause additional expense and hardship to what is essentially an interior remodel.

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.

The openings provided are the best attempt we can make to achieve the letter of the ordinance. This existing building has openings provided in areas as would be expected for a Service Station.



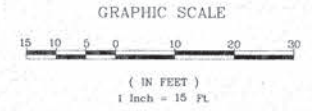
Print Date: 9/9/2021

Notes

Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.



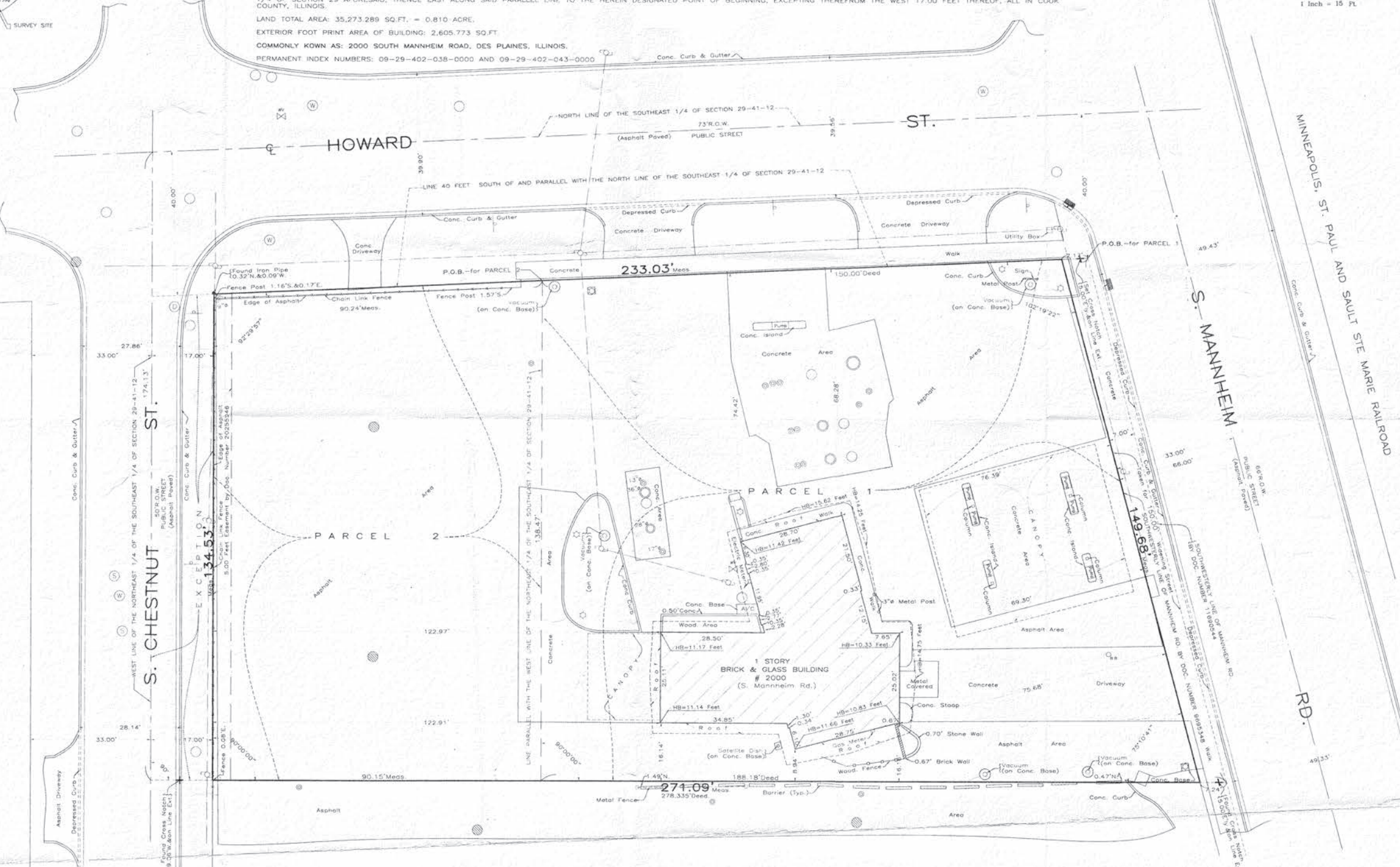
ALTA/ACSM LAND TITLE SURVEY



**PARCEL 1:**  
 THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF MANNHEIM ROAD, AS DEDICATED ACCORDING TO DOCUMENT NUMBER 11690544, RECORDED OCTOBER 9, 1935, WITH A LINE 40.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 29 AFORESAID; THENCE WEST ALONG SAID PARALLEL LINE 150.00 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29 AFORESAID, 138.47 FEET; THENCE EAST PERPENDICULAR TO THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 29 AFORESAID A DISTANCE OF 188.18 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF MANNHEIM ROAD AFORESAID, 150.00 FEET SOUTHEASTERLY OF THE POINT OF BEGINNING (AS MEASURED ALONG SAID SOUTHWESTERLY LINE); THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE 150.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**  
 THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF MANNHEIM ROAD, AS DEDICATED ACCORDING TO DOCUMENT NUMBER 11690544, RECORDED OCTOBER 9, 1935, WITH A LINE 40.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 29 AFORESAID; THENCE WEST ALONG PARALLEL LINE 150.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESIGNATED TRACT OF LAND; THENCE SOUTH PARALLEL WITH THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29 AFORESAID, 138.47 FEET; THENCE WEST PERPENDICULAR TO THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 29 AFORESAID TO A POINT ON SAID WEST LINE 174.13 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 29 AFORESAID (AS MEASURED ALONG SAID WEST LINE); THENCE NORTH ALONG SAID WEST LINE TO A POINT ON A LINE 40.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 29 AFORESAID, THENCE EAST ALONG SAID PARALLEL LINE TO THE HEREIN DESIGNATED POINT OF BEGINNING, EXCEPTING THEREFROM THE WEST 17.00 FEET THEREOF, ALL IN COOK COUNTY, ILLINOIS.

LAND TOTAL AREA: 35,273.289 SQ.FT. = 0.810 ACRE.  
 EXTERIOR FOOT PRINT AREA OF BUILDING: 2,605.773 SQ.FT.  
 COMMONLY KNOWN AS: 2000 SOUTH MANNHEIM ROAD, DES PLAINES, ILLINOIS.  
 PERMANENT INDEX NUMBERS: 09-29-402-038-0000 AND 09-29-402-043-0000



BASIS: CHICAGO TITLE INSURANCE COMPANY  
 COMMITMENT NUMBER 1409 008479381 NSC  
 EFFECTIVE DATE, JUNE 8, 2009.

THE LEGAL DESCRIPTION SHOWN ON THE PLAT  
 HEREIN DRAWN IS A COPY OF THE ORDER, AND  
 FOR ACCURACY SHOULD BE COMPARED WITH  
 THE TITLE OR DEED.

DIMENSIONS ARE NOT TO BE ASSUMED FROM  
 SCALING.

ORDER NO: 09-81585  
 SCALE: 1 INCH = 15 FEET  
 DATE: July 2, 2009  
 ORDERED BY: PATRICKA MITCHELL  
 Attorney at Law

- LEGEND:**
- - MAN-HOLE
  - ⊙ - STORM MANHOLE
  - ⊕ - SANITARY MANHOLE
  - ⊗ - CATCH BASIN
  - ⊖ - WATER MANHOLE
  - ⊘ - WATER VALVE
  - ⊙ - LIGHT POLE
  - ⊕ - UTILITY POLE
  - ⊖ - B.BOX
  - ⊗ - MONITORING WELL
  - HR - HEIGHT OF BUILDING

**NOTE:**  
 THERE ARE NO DESIGNATED OR STRIPED PARKING SPACES ON THIS PROPERTY.

**FLOOD CERTIFICATE:**  
 ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP OF ... ILLINOIS DATED August 19, 2008, COMMUNITY PANEL NUMBER 170081 3212, THIS PROPERTY IS IN A MINIMUM FLOOD AREA AND IS DESIGNATED AS ZONE "A" PANEL NOT PRINTED-NO SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE.



THE UNDERSIGNED HEREBY CERTIFIES TO CHICAGO TITLE INSURANCE COMPANY AND MALAXMI, INC. THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF, THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS" JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2005, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100 OF TABLE "A" THEREOF, PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION. UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF ILLINOIS, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THE ALLOWABLE LIMITS SPECIFIED THEREIN.

DATE: July 7, 2009  
 SIGNED: Wayne W. Donofrio  
 ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 35-2281  
 MY LICENSE EXPIRES NOVEMBER 30, 2010.  
 Drawn by: J.V.





2000 Mannheim Rd – Public Notice



2000 Mannheim Rd – Looking South at Fueling & Parking Area



2000 Mannheim Rd – Looking Southwest at Car Wash Entrance Area



2000 Mannheim Rd – Looking Northwest at Fueling & Parking Area





COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

September 15, 2021

Mayor Goczkowski and Des Plaines City Council  
CITY OF DES PLAINES

**Subject:** Planning and Zoning Board, 2000 Mannheim Road, Case #21-036-CU-V, 5<sup>th</sup> Ward  
**RE:** Consideration of Conditional Use for Convenience Mart Fueling Center Use

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board met on September 14, 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 Convenience Mart Fueling Center Use at 2000 Mannheim Road in the C-3, General Commercial district.

1. The petitioner and his architect presented a brief overview of the request to locate a convenience mart in the existing gas station building in place of the existing car wash. The architect noted that the property owner wishes to sell wine and beer but is currently unable to do so given the current size of the sales area. He explained that an expansion of the building was considered to increase the sales floor area without the removal of the car wash but that there were no viable options. Thus, the petitioner proposes to remove the existing car wash and replace it with a new convenience mart sales area, office, and coolers to meet the requirements for a liquor license. The architect explained that the footprint of the building would not change but that the building's floor plan and interior would be remodeled to make room for the new convenience mart. He added that the car wash entrance and exit will be walled in with face brick to match the existing face brick and add windows where they could. They also described some of the proposed site improvements including new landscaping area at the west and north perimeters of the property and new trash enclosure behind the building on the west side.
2. The Planning and Zoning Board (PZB) Members asked if the proposal included the updating of existing brick to match the new brick proposed; if traffic would increase on site with this request and if a traffic study was considered; what is the economic benefit of a car wash versus a convenience mart; would car wash equipment have to be updated to continue its operation; how many car washes does the petitioner think have been built in the last fifteen years; what the predicted liquor sales would be with the expanded sales area; and what plans the petitioner has for the vacant west portion of the lot. The petitioner responded that there will be no updates to the existing brick façade but rather the new brick will match the existing brick façade; that the anticipated traffic volumes would likely decrease with the convenience mart versus the car wash; that the car wash is outdated, not cost effective, and is difficult to compete with newer, bigger carwashes while the convenience mart provides additional revenue providing a benefit to the property owner and City alike; that the car wash equipment would need to be updated to continue its use and utility costs have increased making the car wash venture less feasible; that they feel there are many new gas stations in the area that have newer, larger car washes with better technology; that they did not have projected liquor costs but that customers have been asking for beer and wine at that location; and that there are currently no plans to utilize the west portion of the property at this time because the main goal is to update the convenience store.

3. Community and Economic Development staff summarized the staff report and recommended four conditions of the Planning and Zoning Board recommended approval of the request. One condition requires the petitioner to revise the Site Plan to include the dimensions, striping, and designation of two handicap accessible parking spaces pursuant to City codes. Another condition requires the petitioner to submit a Photometric Plan in compliance with Section 12-12-10 of the Zoning Ordinance at time of building permit. A third condition prohibits the repair or storage of vehicles and equipment on the property at any time. Staff clarified for PZB that a traffic study was not required because the building was not being expanded and there were no concerns that the convenience mart use would negatively affect traffic volumes and access.
4. No members of the public spoke on this petition.
5. The Planning and Zoning Board *recommended* (6-0) that the City Council *approve* the request with the four conditions in the staff report.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "James S. Szabo". The signature is fluid and cursive, written in a professional style.

James Szabo,  
Des Plaines Planning and Zoning Board, Chairman

Cc: City Officials/Aldermen

Case 21-016-V  
Case 21-036-CU-V  
Case 21-038-TA

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**2. Address:** 2000 Mannheim Road

**Case Number:** 21-036-CU-V  
**Public Hearing**

The petitioner is requesting a Conditional Use as required by Section 12-7-3(K) and a Major Variation from the Building Design rules of Section 12-3-11 of the Des Plaines Zoning Ordinance, as amended, for a convenience mart fueling station at 2000 Mannheim Road, and the approval of any other such variations, waivers, and zoning relief as may be necessary.

**PINs:** 09-29-402-038-0000 and 09-29-402-043-0000  
**Petitioner:** Henry Patel, 2000 Mannheim Road, Des Plaines, IL 60018  
**Owner:** Henry Patel, 2000 Mannheim Road, Des Plaines, IL 60018

Chairman Szabo swore in Henry Patel and Ron Ambrose. Mr. Ambrose provided an overview of the request, stating that Mr. Patel wishes to expand his convenience mart for the sale of wine and beer. To comply with the City's space requirements, Mr. Patel plans to remove the current car wash and enlarge the store area, by building out the convenience mart, installing a beer cave and walk-in cooler, and creating storage and office spaces.

Mr. Ambrose continued that the building would be infilled with brick and glass, with no additional major modification to the area. Mr. Ambrose highlighted staffs request for additional landscaping and commented that a trash enclosure would be added to the property, toward the rear of the building, which will be hidden but easily accessible.

Chairman Szabo asked if the Board had any questions.

Member Fowler asked if the entire building façade would be updated, Mr. Ambrose stated that the current building is attractive and in good shape, but the car wash overhead doors would be removed and infilled with brick to match the look of the existing building.

Member Catalano questioned staff about a Traffic Study. Mr. Stytz stated that a traffic study was not required since the current building is being utilized; staff has no traffic concerns.

Member Catalano inquired about traffic to the area. Mr. Patel stated that he anticipates that traffic will decrease, since the car wash will be removed.

Member Saletnik asked the Petitioner to discuss revenue based on having a car wash versus a convenience mart that sells alcohol products. Mr. Patel provided an overview of his business perspective stating that improvements to the gas station/car wash have not been made for over 15 years and over that time newer car washes have been built. Mr. Patel believes that an updated convenience mart/food mart is most beneficial for him at this time.

Member Saletnik continued stating that the car was equipment most likely needs to be updated, and can be quite costly, especially with competition down the street. Member Saletnik suggested that the owner spend money where there is an opportunity to grow revenues.

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Chairman Szabo inquire about limousines utilizing the car wash, he mentioned that within the past four years, additional larger gas stations and car washes have been built, closer to O’Hare airport. Mr. Patel continued that opening a larger convenience store should generate larger revenues, Mr. Patel stated that he wants to continue to update and beautify the current location.

Chairman Szabo asked what the projected liquor sales, Mr. Patel did not have an estimated revenue amount, but stated that people have been asking for beer and wine at the store location.

Member Veremis stated that the space will be less congested with the removal of the carwash, since in the past people stopped to dry their vehicles, etc. Member Veremis also commented on the space to the west; Mr. Patel stated that there are no plans to utilize that space at this time, the main goal is to update the convenience store.

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

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 Zoning Ordinance to allow a Convenience Mart Fueling Center in the C-3 zoning district. The petitioner is also requesting variations from the blank wall limitations of Section 12-3-11.

**Address:** 2000 Mannheim Road

**Petitioner:** Henry Patel, 6N232 Dinah Road, Medinah, IL 60157  
**Owner:** Henry Patel, 6N232 Dinah Road, Medinah, IL 60157

**Case Number:** 21-036-CU-V  
**Real Estate Index #:** 09-29-402-038-0000; -043

**Ward:** #5, Alderman Carla Brookman

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

**Existing Land Use:** Fueling Station and Car Wash

**Surrounding Zoning:** North: C-3, General Commercial District  
South: M-2, General Manufacturing District  
East: R-1, Single Family Residential District  
West: R-3, Townhouse Residential District

**Surrounding Land Use:** North: Gas Station/Water Tower  
South: Self-Storage Business (Commercial)  
East: Railroad; Power Station (Utilities)

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West: Townhouse Residences (Residential)

**Street Classification:** Mannheim Road is classified as an other principal arterial and Howard Avenue is classified as a minor collector.

**Comprehensive Plan:** The Comprehensive Plan illustrates this site as commercial.

**Project Description:** The petitioner, Henry Patel, with the assistance of architect Ronald J. Ambrose, has requested a Conditional Use Permit for a Convenience Mart Fueling Station Use at 2000 Mannheim Road. The subject property is a double frontage lot on the southwest corner of the Mannheim Road/Howard Avenue intersection, which fronts Mannheim Road to the east, Howard Avenue to the north, and Chestnut Street to the west. The property is within the C-3 General Commercial district, where a Convenience Mart Fueling Station is a conditional use. The Plat of Survey shows a single-tenant building with seven fuel pumps and one canopy, a car wash, and an off-street surface parking areas on the west side of the property. Access to the subject property is available off Mannheim Road and Howard Avenue, each with two curb cuts. There is no available property access off Chestnut Street.

The existing one-story, 2,610-square-foot building consists of a small lobby area with counter, a restroom, utility room, cooler, and car wash tunnel. The petitioner wishes to renovate the existing floor plan by removing the car wash tunnel to make room for the convenience mart, adding an office, and adding a storage room, based on the Floor Plan. The petitioner does not propose to make façade and finishing changes to the building's exterior with the exception of the masonry in-fill areas on the east (front) and west (rear) elevations of the building where the existing car wash is located and retain the existing building material and façade finishes on the remainder of the building, based on the Elevations (Attachment 7). The petitioner's proposal also includes site improvements such as the addition of landscaping along the perimeter of the west and north parking lot area, the addition of five new parking spaces on the east side of the property, and new dumpster enclosure, based on the Site Plan (Attachment 5). Staff has added a condition that the proposed dumpster enclosure meets the requirements of Section 12-10-11 of the Zoning Ordinance.

The proposed floor plan includes a 1,929-square-foot retail area, 100-square-foot office, freezer, and storage area. The following parking regulations apply to automotive fuel stations pursuant to Section 12-9-7 of the Zoning Ordinance:

- One parking space for every 200 square feet of accessory retail area; and
- Two parking spaces provided at each fuel pump.

A total of 24 off-street parking spaces are required, including two handicap accessible parking spaces. The Site Plan provides 25 spaces including two spaces per fuel pump, and 11 spaces next to the building to serve the retail. The Site Plan does not designate the two required accessible parking spaces. Staff has added a condition that the petitioner's site plan submitted at the time of building permitting contain accessible parking, with the required striping and dimensions.

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The convenience mart fueling station will be open 24 hours a day Monday through Sunday. The proposed convenience mart is intended to sell beer, liquor, and similar items, per the hours and other limitations on liquor licenses. The petitioner will have to obtain or update all necessary local and state licenses necessary to sell alcohol and tobacco. A maximum of two employees will be on site at a given time. Please see the Project Narrative for more details.

The façade alterations make the project subject to the Building Design Review requirements of Section 12-3-11. The closure of the car wash tunnel naturally leads to larger walls, which the petitioner is proposing to enclose with a mixture of windows (i.e. transparency) and brick. However, Section 12-3-11.D.1.a-b, street-facing facades have maximum requirements for what can be windowless. This project will exceed 30 percent of rectangular area of blank wall on the west façade (facing Chestnut), as well as having a windowless area with a horizontal distance greater than 15 feet. The petitioner contends that complying with the strict adherence is not practical, given that the building is existing and the project moves it closer toward – but not fully – compliant. Discussion of the variation standards begin on Page 5 of this report and are addressed by the petitioner in Attachment 2.

#### **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 illustrated designated as Commercial 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 a commercial fuel station, the petitioner will work to enhance the subject property by renovating the interior and portions of the exterior of the existing building and making various site improvements including the addition of landscaping, new dumpster enclosure, and fence repairs at the west and north property lines of the property.
- The subject property is located along the defined Mannheim Road corridor with a park to the east, townhouse residential to the west, commercial to the north, manufacturing development to the south. It contains a single-tenant building located in between established commercial developments along Mannheim Road. The request would assist in the retention and expansion of an existing commercial business at this location and provide additional retail goods and services for the residents of Des Plaines.

- **Landscaping and Screening:**

- The Comprehensive Plan seeks to encourage and actively pursue beautification opportunities and efforts, including the installation of landscaping, street furniture, lighting, and other amenities, to establish a more attractive shopping environment and achieve stronger corridor identity in Des Plaines.
- The proposal seeks to add a landscape buffer along the west and north property lines to provide a more pronounced buffer between the building and the townhouse residences and commercial development directly to the west and north, respectively. The addition of landscaping in this area is intended to capitalize on available space for screening of the property.

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- The proposal also includes repairing portions of the existing fence section along the west and north property lines. While the aforementioned aspects represent a small portion of the goals and strategies of the Comprehensive Plan, there is an 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:

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

*Comment:* The proposed Convenience Mart Fueling Station Use is a conditional use in the C-3 zoning district where the subject property is located. Please see the petitioner's responses to Standards for Conditional Uses.

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

*Comment:* The proposed Convenience Mart Fueling Station Use is a retail-oriented use that primarily serves day-to-day needs of local residents. Additionally, the subject property is along a major corridor in Des Plaines and in close proximity to residential neighborhoods. The proposed convenience mart will enhance the existing building and property as a whole as well as provide additional retail opportunities for residents nearby aside from fuel. Please see the petitioner's responses to Standards for Conditional Uses.

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

*Comment:* The Convenience Mart Fueling Station Use will transform the existing fuel station into a more pronounced commercial use similar to nearby businesses. The proposal includes enhancements to the interior and exterior of the building and site as a whole, which will be harmonious and appropriate with neighboring business. Please see the petitioner's responses to Standards for Conditional Uses.

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

*Comment:* The existing fueling station does not create adverse effects to the surrounding properties and the Convenience Mart Fueling Station Use will not have negative effect on the surrounding area. The proposal strives to enhance the property as a whole and expand an existing business to provide additional retail opportunities for residents. Please see the petitioner's responses to Standards for Conditional Uses.

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

Comment: The subject property is served adequately by essential public facilities and services since it is currently accessible by both Mannheim Road and Howard Avenue. The proposed Convenience Mart Fueling Station Use will not affect the existing public facilities and services for this property. Please see the petitioner’s responses to Standards for Conditional Uses.

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

Comment: The proposed use will operate within existing infrastructure and is not expected to have a larger service demand than the existing use. Further, it will enhance an existing building and use for Des Plaines and can help improve the local economy. Please see the petitioner’s responses to Standards for Conditional Uses.

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

Comment: The proposed Convenience Mart Fueling Station Use will include an enlarged retail area within the existing building footprint and site improvements within the existing property boundaries, neither of which will produce excessive production of noise, smoke fumes, glare, or odors. Additionally, the building and site enhancements will improve the property as a whole from both a functional and aesthetic standpoint. Please see the petitioner’s responses to Standards for Conditional Uses.

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

Comment: The subject property does not create traffic concerns in the area with the existing access points and configuration. The proposed Convenience Mart Fueling Station 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.

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

Comment: The subject property is currently developed and improved with a building and surface parking area. The proposed Convenience Mart Fueling Station 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.

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

Comment: Provided conditions are met, the proposed Convenience Mart Fueling Station Use will comply with all additional regulations of the Zoning Ordinance. Please see the petitioner’s responses to Standards for Conditional Uses.

**Variation Findings:** Variation requests are subject to the standards set forth in Section 12-3-6(H) of the Zoning Ordinance. Staff has the following comments based on the standards.



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- 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.**

*Comment:* Requiring the petitioner to comply with the Building Design Standards in Section 12-3-11 would prevent the petitioner from making substantial improvements to the existing fueling station and car wash on the subject property. The existing building faces three streets and would require substantial appearance altering renovations to the principal structure, which would be impractical for the petitioner to meet for the request. Please see the responses to standards from the Petitioner.

- 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.**

*Comment:* The subject property is located a double frontage lot and fronts three separate streets making it difficult for the petitioner to comply with the transparency and blank wall limitation regulations pursuant to Section 12-3-11 of the Zoning Ordinance on all elevations. The petitioner plans to fill in the car wash tunnel entrance and exit to make room for the convenience mart fueling center. The proposal includes the addition of windows on the west elevation where there is currently a rectangular area greater than 30% of a story's facade and portions of the building facade that are windowless for a horizontal distance greater than 15 feet. However, the proposed building improvements do not fully meet the requirements of the code, requiring a variation. Please see the responses to standards from the Petitioner.

- 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.**

*Comment:* The size and shape of the property have not changed due to any action of the petitioner. The unique physical aspects of the property are unavoidable due to the fact that the property is land-locked and fronts three streets. Please see the responses to standards from the Petitioner.

- 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.**

*Comment:* Carrying out of the strict letter of the Zoning Ordinance would not allow the petitioner to adequately and intuitively make improvements to the existing building and property as a whole. Please see the responses to standards from the Petitioner.

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- 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.**

Comment: The approval of this variation would not provide the petitioner with any special privilege or additional right, as these exact circumstances occurring on a different property would warrant similar consideration. The proposal would allow the petitioner to make improvements to an existing property by reinvesting in the existing fueling center. Please see the responses to standards from the Petitioner.

- 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.**

Comment: The approval of this variation would contribute to a harmonious neighborhood by accommodating a proposed reinvestment in a commercial property that is in context with the surrounding area. Please see the responses to standards from the Petitioner.

- 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.**

Comment: It would be impractical for the applicant to design the existing building in a way that meets the required transparency and blank wall limitation regulations. The transparency and design of the existing commercial building is nonconforming with the current blank wall limitation requirements, so reducing the required transparency requirements to allow for the proposed project is the most reasonable way to encourage and support the planned reinvestment in the property. Please see the responses to standards from the Petitioner.

- 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.**

Comment: The approval of this variation would be the minimum measure of relief for the petitioner to overcome the existing physical hardship on the property and make improvements to the existing commercial building. Please see the responses to standards from the Petitioner.

**PZB Procedure and Recommended Conditions:** Under Section 12-3-4(D) (Procedure for Review and Decision for Conditional Uses) of the Zoning Ordinance, the PZB has the authority to recommend that the City Council approve, approve subject to conditions, or deny the above-mentioned conditional use for a Convenience Mart Fueling Station at 2000 Mannheim Road. 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:

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1. The petitioner shall revise the site plan to be submitted at the time of building permitting to add the necessary accessible parking spaces.
2. Plans for the dumpster enclosure in compliance with Section 12-10-11 of the Zoning Ordinance shall be submitted to staff at time of building permit.
3. A Photometric Plan in compliance with Section 12-12-10 of the Zoning Ordinance shall be submitted to staff at time of building permit.
4. No vehicles or materials shall be stored on site at any time.

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

**A motion was made by Board Member Catalano, seconded by Board Member Hofherr, for approval of the request for a Conditional Use as required by Section 12-7-3(K) and a Major Variation from the Building Design rules of Section 12-3-11 of the Des Plaines Zoning Ordinance, as amended, for a convenience mart fueling station at 2000 Mannheim Road, and the approval of any other such variations, waivers, and zoning relief as may be necessary, with the four recommended conditions: 1. The petitioner shall revise the site plan to be submitted at the time of building permitting to add the necessary accessible parking spaces; 2. Plans for the dumpster enclosure in compliance with Section 12-10-11 of the Zoning Ordinance shall be submitted to staff at time of building permit; 3. A Photometric Plan in compliance with Section 12-12-10 of the Zoning Ordinance shall be submitted to staff at time of building permit; and 4. No vehicles or materials shall be stored on site at any time.**

AYES: Catalano, Hofherr, Fowler, Saletnik, Veremis, Szabo

NAYES: None

ABSTAIN: None

**\*\*\*MOTION CARRIED UNANIMOUSLY\*\*\***

CITY OF DES PLAINES

ORDINANCE Z - 48 - 21

**AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT AND MAJOR VARIATION FOR A CONVENIENCE MART FUELING STATION USE AT 2000 MANNHEIM ROAD, DES PLAINES, ILLINOIS.**

**WHEREAS**, Henry Patel ("**Petitioner**") is the owner of the property commonly known as 2000 Mannheim Road, 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 seven fuel pumps, a canopy, and a one-story carwash building ("**Building**"); and

**WHEREAS**, the Petitioner desires to operate a Convenience Mart Fueling Station Use on the Subject Property and redevelop the Subject Property by renovating the Building to remove the carwash and replace it with a convenience mart, office, and storage room; 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 Convenience Mart Fueling Station Use is permitted in the C-3 District only with a conditional use permit; and

**WHEREAS**, Section 12-3-11.D.1 of the Zoning Ordinance provides no rectangular area greater than thirty percent of a building story facade, as measured from the floor of one story to the floor of the next story, may be windowless; and

**WHEREAS**, Petitioner submitted an application to the City of Des Plaines Department of Community and Economic Development ("**Department**") for approval of: (i) a conditional use permit to allow a Convenience Mart Fueling Station 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 (ii) a major variation from Section 12-3-11.D.1 of the Zoning Ordinance to allow a horizontal distance of 26'-3" and a rectangular area of 45 percent of the west façade to be windowless, in accordance with Section 12-2-6 of the Zoning Ordinance ("**Variation**"); 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 September 14, 2021 pursuant to notice published in the *Des Plaines Journal* on August 25, 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 September 16, 2021, summarizing the testimony and evidence received by the PZB and stating the Board's recommendation, by a vote of 6-0, to approve the Petitioner's applications for the Conditional Use Permit and Variation subject to certain terms and conditions; and

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

**WHEREAS**, the City Council has considered the written report of the PZB, the applicable standards for conditional use permits and variations set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated September 7, 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:

**PARCEL 1:**

THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF MANNHEIM ROAD, AS DEDICATED PER DOCUMENT 11690544, RECORDED OCTOBER 9, 1935, WITH A LINE 40.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 29 AFORESAID, THENCE WEST ALONG SAID PARALLEL LINE 150.00 FEET, THENCE SOUTH PARALLEL WITH THE WEST LINE OF THE

NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29 AFORESAID, 138.47 FEET, THENCE EAST PERPENDICULAR TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29 AFORESAID A DISTANCE OF 188.18 TO A POINT ON THE SOUTHWESTERLY LINE OF MANNHEIM ROAD AFORESAID, 150 FEET SOUTHEASTERLY OF THE POINT OF BEGINNING (AS MEASURED ALONG SAID SOUTHWESTERLY LINE) THENCE NORTHWESTERLY ALONG SAID SOUTHWESTLY LINE 150.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF MANNHEIM ROAD, AS DEDICATED ACCORDING TO DOCUMENT NUMBER 11690544 RECORDED OCTOBER 9, 1935, WITH A LINE 40.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 29 AFORESAID; THENCE WEST ALONG PARALLEL LINE 150.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESIGNATED TRACT OF LAND, THENCE SOUTH PARALLEL WITH THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29 AFORESAID, 138.47 FEET; THENCE WEST PERPENDICULARLY TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29 AFORESAID TO A POINT ON SAID WEST LINE 174.13 FEET SOUTH OF THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 29 OF THE AFORESAID (AS MEASURED ALONG SAID WEST LINE); THENCE NORTH ALONG SAID WEST LINE TO A POINT ON A LINE 40.00 FEET SOUTH OF PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 29 AFORESAID, THENCE EAST ALONG SAID PARALLEL LINE TO THE HEREIN DESIGNATED POINT OF BEGINNING, EXCEPTING THEREFROM THE WEST 17.00 FEET THEREOF, ALL IN COOK COUNTY, ILLINOIS.

PINs: 09-29-402-038-0000; 09-29-402-043-0000

Commonly known as: 2000 Mannheim Road, Des Plaines, Illinois.

**SECTION 3. APPROVAL OF CONDITIONAL USE PERMIT.**

Subject to and

contingent upon the conditions, restrictions, limitations and provisions set forth in Section 4 of this Ordinance, the City Council 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. APPROVAL OF VARIATION.** Subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 5 of this Ordinance, the City Council hereby grants the Variation for the Subject Property to the Petitioner.

**SECTION 5. CONDITIONS.** The Conditional Use Permit granted in Section 3 of this Ordinance and the Variation granted in Section 4 of this Ordinance shall be, and are hereby, expressly subject to and contingent upon the following conditions, restrictions, limitations, and provisions:

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

B. **Compliance with Plans.** Except for minor changes and site work approved by the City Director of Community and Economic Development 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 5.C of this Ordinance:

1. That certain "Project Narrative" prepared by Ambrose Design Group, LLC, consisting of one sheet, and dated August 11, 2021, attached to and, by this reference, made a part of this Ordinance as **Exhibit A**; and

2. That certain “Site Plan/Landscape Plan” prepared by Ambrose Design Group, LLC, consisting of one sheet, and dated August 11, 2021, attached to and, by this reference, made a part of this Ordinance as **Exhibit B**; and

3. That certain “Proposed Floor Plan” prepared by Ambrose Design Group, LLC, consisting of one sheet, and dated August 11, 2021, attached to and, by this reference, made a part of this Ordinance as **Exhibit C**; and

4. That certain “Proposed Exterior Elevations” prepared by Ambrose Design Group, LLC, consisting of one sheet, and dated August 11, 2021, attached to and, by this reference, made a part of this Ordinance as **Exhibit D**.

C. Additional Conditions. The development, use, and maintenance of the Subject Property shall be subject to and contingent upon the following conditions:

1. A revised site plan must be submitted to the City at the time of building permit application that depicts the required accessible parking spaces.

2. Plans for the dumpster enclosure in compliance with Section 12-10-11 of the Zoning Ordinance must be submitted to the City at the time of building permit application.

3. A Photometric Plan in compliance with Section 12-12-10 of the Zoning Ordinance must be submitted to the City at time of building permit application.

4. No vehicles or materials shall be stored outdoors on the Subject Property at any time.

**SECTION 6. 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 Petitioner's personal representatives, successors, and assigns, including, without limitation, subsequent purchasers of the Subject Property.

**SECTION 7. 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 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 5 of this Ordinance, the Conditional Use Permit granted in Section 3 and Variation granted in Section 4 of this Ordinance may be revoked after notice and hearing before the Zoning Administrator of the City, all in accordance with the procedures set forth in Section 12-4-7 of the Zoning Ordinance. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the C-3 District. Further, in the event of such revocation of 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 acknowledges that public notices and hearings

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

**SECTION 8. EFFECTIVE DATE.**

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

1. its passage and approval by the City Council in the manner provided by law;
2. its publication in pamphlet form in the manner provided by law;
3. the filing with the City Clerk by the Petitioner, 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 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 E**; and
4. at the Petitioner's sole cost and expense, the recordation of this Ordinance together with such exhibits as the City Clerk deems appropriate, with the Office of the Cook County Recorder.

B. In the event that the Petitioner does not file with the City Clerk a fully executed copy of the unconditional agreement and consent referenced in Section 8.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 9. SEVERABILITY.** If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

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

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

**VOTE:** AYES \_\_\_\_ NAYS \_\_\_\_ ABSENT \_\_\_\_

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

**ATTEST:**

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

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

Approved as to form:

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

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

DP-Ordinance Approving a Conditional Use Permit (CUP) at 2000 Mannheim Road for a Convenience Mart Fueling Station Use

August 11, 2021

John T. Carlisle  
Economic Development Manager  
1420 Miner Street  
Des Plaines, Illinois 60016

Project:  
Des Plaines - Mobil  
2000 S. Mannheim Road  
Des Plaines, Illinois, 60018

Dear Mr Carlisle,

We are proposing to make several changes/upgrades to the existing Mobil Station listed above. The owner of the facility has requested to sell Beer and Liquor at this location. The existing C-Store is too small to meet the Code requirement for this request. The owner Mr. Henry Patel has decided to discontinue the Car Wash portion of this business and include this area with the Convenience Store to meet the area requirement for Beer and Liquor Sales. We will utilize the vacated car wash tunnel area to maximize the store area and provide for a large walk-in cooler and Beer Cave.

The canopies at the entrance and exit of the car wash will be removed and the Car Wash openings will be closed up. We intend to infill these door areas with masonry and windows to match the existing building. Four additional parking stalls are proposed in the southeast corner of the site with one stall in front of the old car wash exit area. These new stalls will bring the total site parking to eleven stalls. No changes to the Gas Canopy or fueling areas is proposed.

We have also proposed to remove a 5'-0" section of existing asphalt paving along a portion of the Northwest property line and all along the west property line. This area will be landscaped with a mixture of Evergreen Trees, Deciduous Shrubs and Evergreen Shrubs. A new wood trash enclosure will be installed at the rear or West side of the building.

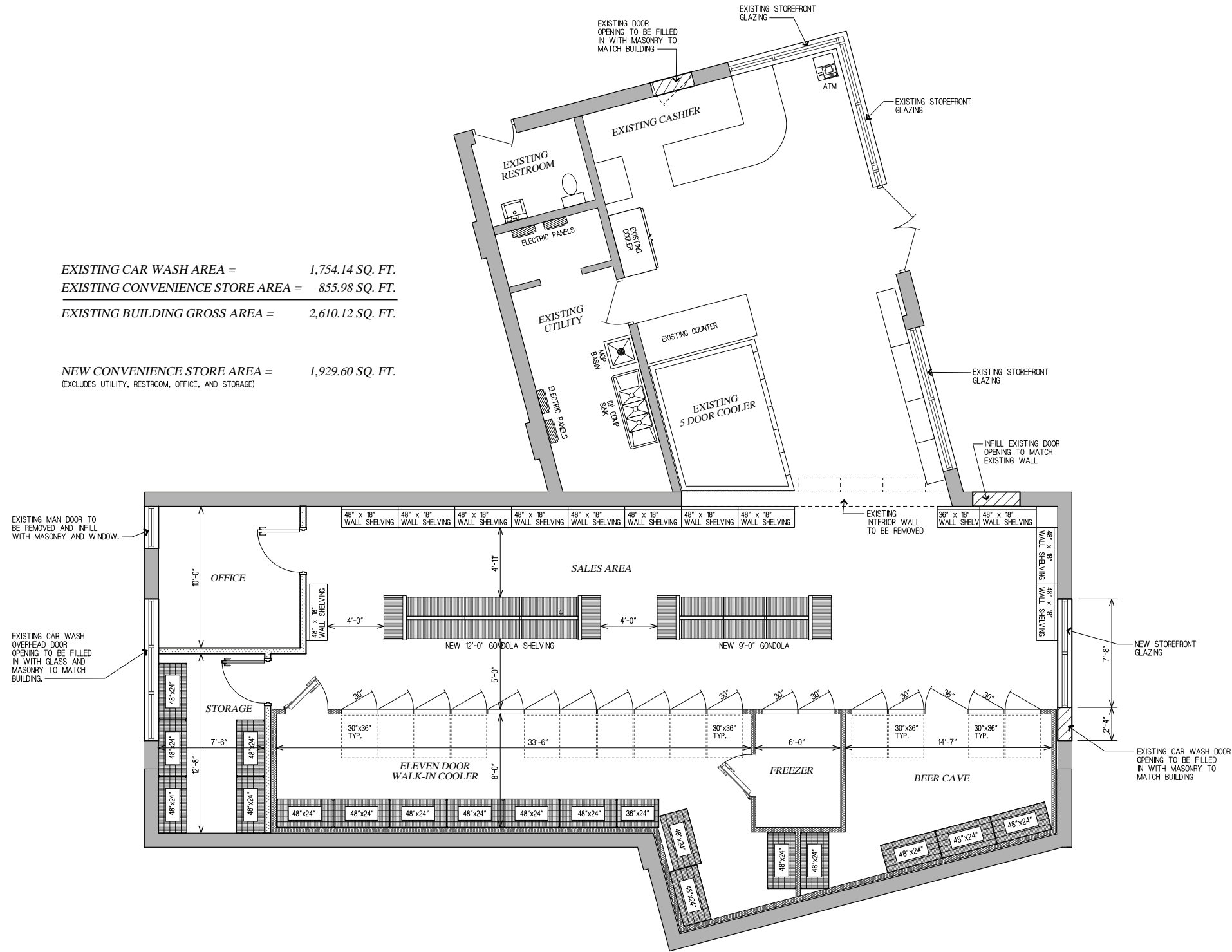
Respectfully Submitted,

Ronald J. Ambrose  
Ambrose Design Group, LLC



EXISTING CAR WASH AREA = 1,754.14 SQ. FT.  
 EXISTING CONVENIENCE STORE AREA = 855.98 SQ. FT.  
 EXISTING BUILDING GROSS AREA = 2,610.12 SQ. FT.

NEW CONVENIENCE STORE AREA = 1,929.60 SQ. FT.  
 (EXCLUDES UTILITY, RESTROOM, OFFICE, AND STORAGE)



**PROPOSED FLOOR PLAN**

SCALE: 1/4" = 1'-0"



NO	DESCRIPTION	REVISIONS	DATE

PROJECT NAME AND LOCATION:  
 CONVENIENCE STORE REMODEL  
 2000 MANWHEIM AT HOWARD STREET  
 DES PLAINES, ILLINOIS  
 PIN: 09-29-02-038-0000 AND 09-29-02-043-0000  
 CLIENT: HENRY PATEL  
 SHEET TITLE: PROPOSED FLOOR PLAN

DATE: 8-11-21  
 SCALE: 1/4" = 1'-0"  
 DRAWN BY: RJA  
 PROJECT NO.: 210602

THESE DOCUMENTS, INCLUDING ALL DESIGN ELEMENTS SPECIFIED BY THESE DRAWINGS ARE THE PROPERTY OF AMBROSE DESIGN GROUP, LLC AND MAY NOT BE RE-COPIED, COPIED OR REPRODUCED WITHOUT THE EXPRESS WRITTEN PERMISSION OF AMBROSE DESIGN GROUP, LLC.

SHEET A-1 OF TWO

Design Firm License No.: 184 - 002195  
**Architects 127**  
 5625 O'Connell Drive, Tel: (847) 452-4125  
 McHenry, IL 60050 and architects127@gmail.com

**Ambrose** Design Group  
 PO BOX 1870  
 CRYSTAL LAKE, ILLINOIS  
 60039-1870  
 (847) 347-3721  
 r.ambrose@cbglobal.net



**EXHIBIT E**

**UNCONDITIONAL AGREEMENT AND CONSENT**

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

**WHEREAS**, Henry Patel ("*Petitioner*") applied to the City of Des Plaines (i) a conditional use permit to allow a Convenience Mart Fueling Station use on the Subject Property ("*Conditional Use Permit*"), in accordance with Sections 12-7-3.F.3 and 12-7-3.K of the City of Des Plaines Zoning Ordinance of 1998, as amended ("*Zoning Ordinance*"); and (ii) a major variation from Section 12-3-11.D.1 of the Zoning Ordinance to allow a horizontal distance of 26'-3" and a rectangular area of 45 percent of the west façade to be windowless ("*Variation*"); and

**WHEREAS**, the Subject Property is owned by Henry Patel ("*Owner*"), who consented to the Petitioner's application; and

**WHEREAS**, Ordinance No. Z-48-21 adopted by the City Council of the City of Des Plaines on \_\_\_\_\_, 2021 ("*Ordinance*"), grants approval of the Conditional Use Permit and Variation, subject to certain conditions; and

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

**NOW, THEREFORE**, the Petitioner does hereby agree and covenant as follows:

1. Petitioner hereby unconditionally agrees to accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. Z-48-21, adopted by the City Council on \_\_\_\_\_, 2021.
2. Petitioner 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 Petitioner against damage or injury of any kind and at any time.
3. Petitioner 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 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:

**HENRY PATEL**

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

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

**SUBSCRIBED** and **SWORN** to  
before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2021.

Its: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: October 7, 2021  
 To: Michael G. Bartholomew, MCP, LEED-AP, City Manager  
 From: Jon Duddles, P.E., CFM, Assistant Director of Public Works and Engineering ASD  
 Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works & Engineering  
 Subject: Algonquin Road Grade Separation Phase I Engineering

**Issue:** Pursuant to the strategic planning session that was conducted on October 2, 2021, City Council has directed staff to begin Phase I engineering on the Algonquin Road Grade Separation project. This project consists of the preparation of a Phase I planning study of grade separating Algonquin Road over the Union Pacific Railroad between Mount Prospect Road and Wolf Road. Replacing the existing at-grade railroad crossing with an overpass will provide an unimpeded vehicular and pedestrian route independent of the slow moving freight rail traffic, improve response times for emergency vehicles, and reduce vehicle emissions in the area.

**Analysis:** In 2009, the City hired TranSystems to perform a feasibility study to determine the best location for a grade separation to improve emergency response times. The study resulted in recommending an overpass at Algonquin Road over the Union Pacific Railroad between Mount Prospect Road and Wolf Road. TranSystems has submitted a proposal to perform the Phase I Engineering for the proposed grade separation in the amount of \$1,021,341. Staff has been in discussion with IDOT and has requested that they participate in this preliminary engineering design report since Algonquin Road is a State route. We expect to receive a response from IDOT in November.

**Recommendation:** We recommend entering in to Master Contract with TranSystems and the approval of Task Order #1 for the Algonquin Road Grade Separation Phase I Engineering Proposal with TranSystems, 1475 East Woodfield Road, Suite 600, Schaumburg, IL 60173 in the amount of \$1,021,341. Source of funding would be the Capital Projects Fund.

**Attachments:**

- Resolution R-171-21
- Exhibit A – Master Contract
- Exhibit B – Task Order No. 1

**CITY OF DES PLAINES**

**RESOLUTION R - 171 - 21**

**A RESOLUTION APPROVING A MASTER CONTRACT WITH TRANSYSTEMS CORPORATION FOR PROFESSIONAL ENGINEERING SERVICES AND TASK ORDER NO. 1 FOR ALGONQUIN ROAD GRADE SEPARATION PHASE I ENGINEERING.**

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

**WHEREAS**, the City desires to retain an engineering firm to perform engineering services for the City as such services are needed over time ("*Engineering Services*"); and

**WHEREAS**, TranSystems Corporation ("*Consultant*") has performed Engineering Services for the City in the past to the City's satisfaction; and

**WHEREAS**, the City desires to enter into a master contract with Consultant to perform the Engineering Services as required by the City ("*Master Contract*") pursuant to task orders issued by the City in accordance with Chapter 10 of Title 1 of the City Code of the City of Des Plaines, the City's purchasing policy, and the Master Contract; 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 Engineering Services does not require competitive bidding because the Engineering Services require a high degree of professional skill and judgment where the ability or fitness of the individual plays an important part; and

**WHEREAS**, the City has identified the need to obtain phase I engineering services related to a grade separation at Algonquin Road over the Union Pacific Railroad between Mount Prospect Road and Wolf Road ("*Phase I Engineering Services*"); and

**WHEREAS**, Consultant submitted a proposal to perform the Phase I Engineering Services the in the not-to-exceed amount of \$1,021,341; and

**WHEREAS**, the City desires to enter into Task Order No. 1 under the Master Contract with Consultant for the performance of the Phase I Engineering Services by Consultant at the price proposed ("*Task Order No. 1*"); and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to enter into the Master Contract and Task Order No. 1 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:

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

**SECTION 2: APPROVAL OF MASTER CONTRACT.** The City Council hereby approves the Master Contract with Consultant 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 MASTER CONTRACT.** 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 Master Contract only after receipt by the City Clerk of at least two executed copies of the final Master Contract from Consultant; provided, however, that if the City Clerk does not receive such executed copies of the final Master Contract from Consultant within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Master Contract shall, at the option of the City Council, be null and void.

**SECTION 4: APPROVAL OF TASK ORDER NO. 1.** The City Council hereby approves Task Order No. 1 in substantially the form attached to this Resolution as **Exhibit B**, and in a final form to be approved by the General Counsel.

**SECTION 5: AUTHORIZATION TO EXECUTE TASK 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, final Task Order No. 1 only after receipt by the City Clerk of at least one executed copy of final Task Order No. 1 from Consultant; provided, however, that if the City Clerk does not receive one executed copy of final Task Order No. 1 from Consultant within 60 days after the date of adoption of this Resolution, then this authority to execute and seal final Task Order No. 1 shall, at the option of the City Council, be null and void.

**SECTION 6: 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:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**

DP-Resolution Approving Master Contract with TranSystems Corp and Task Order No. 1 for Professional Engineering Services

Master Contract  
Between the City of Des Plaines  
And TranSystems Corporation  
For Professional Engineering Services

Master Contract  
Between the City of Des Plaines  
And TranSystems Corporation  
For Professional Engineering Services

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Master Contract  
Between The City of Des Plaines  
And TranSystems Corporation  
For Professional Engineering Services

This contract (the “*Master Contract*”) is dated as of **October 18, 2021** (the “*Effective Date*”) and is by and between the City of Des Plaines (the “*City*”) and TranSystems Corporation (the “*Consultant*”).

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**ARTICLE 1. THE SERVICES**

1.1 Intent; Conflicts. It is the intent of the parties that this Master Contract govern the relationship of the parties. Specific terms related to a project will be contained in a task order as provided in Section 1.2. In the event of a conflict between the provisions of this Master Contract and any task order, then provisions of this Master Contract will apply and control.

1.2 Task Orders. The Consultant will perform services for the City from time to time as set forth in written task orders issued by the City on a project-by-project basis (the “*Services*”), provided, however, that any task order in an amount exceeding \$20,000 must be approved by the City Council. A task order will be in the form generally as provided in Attachment A attached to and by this reference incorporated into this Master Contract (a “*Task Order*”) and in final form acceptable to the City and executed by the Parties. Each Task Order will include the Services to be performed under that Task Order (collectively a “*Project*”).

1.3 Project Time. Each Task Order will include a time schedule for the Project (a “*Project Schedule*”) including without limitation a date for completion of the Project (the “*Project Completion Date*”).

1.4 Term; Extensions. This Master Contract commences on the Effective Date and terminates on December 31, 2024 unless terminated earlier pursuant to Article 8 of this Master Contract (the “*Term*”). All terms of this Master Contract, including without limitation pricing terms, are firm during the Term, unless a change is explicitly agreed to by the City in a Task Order. The Parties may extend this Contract for two additional one-year periods (each an “*Extended Term*”). Pricing terms may be adjusted by agreement at the beginning of an Extended Term.

1.5 No Guarantee of Work; Other Contracts. This Master Contract does not guarantee that the Consultant will be awarded Projects by the City, and the City has no duty or obligation to award Projects to the Consultant. Also, the City may enter into master contracts with other consultants, pursuant to which the City may award work from time to time at the City’s discretion.

1.6 Responsibility of Consultant to Perform. The Consultant must provide all personnel necessary to complete the Services. The Consultant must perform the Services with its

own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the City in writing. All sub-consultants and supplies used by the Consultant in the performance of Services must be acceptable to, and approved in advance by, the City. The City's approval of any sub-consultant or supplier will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Master Contract and the relevant Task Order. All Services performed by any sub-consultant or supplier are subject to all of the provisions of this Master Contract and the relevant Task Order in the same manner as if performed directly by the Consultant. If any sub-consultant or supplier fails to properly perform any Services undertaken by it in compliance with this Master Contract or the relevant Task Order, then the Consultant, immediately on notice from the City, must remove that sub-consultant or supplier and undertake the Services itself or replace the sub-consultant or supplier with a sub-consultant or supplier acceptable to the City. The Consultant will have no claim for damages, for compensation in excess of the Compensation, or for delay or extension of the Project Schedule as a result of any such removal or replacement.

1.7 Financial Ability to Perform. Each time when executing a Task Order, the Consultant represents and declares that it is financially solvent, has the financial resources necessary, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Project set forth in the Task Order in full compliance with, and as required by or pursuant to, the Task Order and this Master Contract.

## ARTICLE 2. COMPENSATION AND PAYMENT

2.1 Pricing Schedule. As compensation for the performance of the Services ("*Compensation*"), the City will pay the Consultant the amounts set forth in Attachment B attached to and by this reference incorporated into this Master Contract (the "*Pricing Schedule*"). The Parties may agree to different or additional pricing terms in a Task Order ("*Project-Specific Pricing*"). Except for the Compensation and any Project-Specific Pricing, the City will have no liability for any expenses or costs incurred by the Consultant.

2.2 Monthly Payment; Invoices. The Compensation for a Project will be paid in monthly installments. The Consultant must submit to the City, on a monthly basis unless the Parties agree in a Task Order to a different schedule, a written invoice for payment for completed work. The City may specify the specific day of the month on or before which invoices must be filed. Each invoice must be accompanied by receipts, vouchers, and other documents as necessary to reasonably establish the Consultant's right to payment of the Compensation stated in the invoice. In addition, each invoice must include (a) employee classifications, rates per hour, and hours worked by each classification and, if the Project is to be performed in separate phases, for each phase, (b) total amount billed in the current period and total amount billed to date and, if the Project is to be performed in separate phases, for each phase, and (c) the estimated percent completion of the Project and, if the Project is to be performed in separate phases, for each phase.

2.3 Taxes. The Compensation includes applicable federal, State of Illinois, and local taxes of every kind and nature applicable to the services provided by the Consultant and all taxes,

contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. The Consultant will never have a claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees.

2.4 Final Payment. A Project, or a phase of a Project, will be considered complete on the date of final written acceptance by the City of the Services or the relevant phase of the Services. Services related to a submission of the Consultant will be deemed accepted by the City if the City does not object to those Services in writing within 30 days after the submission by the Consultant of an invoice for final acceptance and payment. The City will make final payment to the Consultant within 30 days after final acceptance of the Services and any Project-Specific Compensation, after deducting therefrom charges, if any, as provided in this Master Contract or the relevant Task Order (“*Final Payment*”). The acceptance by the Consultant of Final Payment will operate as a full and complete release of the City by the Consultant of and from any and all lawsuits, claims, or demands for further payment of any kind for the Services encompassed by the Final Payment.

2.5 Deductions. Notwithstanding any other provision of this Master Contract, the City may deduct and withhold from any payment or from Final Payment such amounts as may reasonably appear necessary to compensate the City for any loss due to (1) Services that are defective, nonconforming, or incomplete, (2) liens or claims of lien, (3) claims against the Consultant or the City made by any of the Consultant’s sub-consultants or suppliers or by other persons about the Services, regardless of merit, (4) delay by the Consultant in the completion of the Services, (5) the cost to the City, including without limitation reasonable attorneys’ fees, of correcting any of the matters stated in this Section or exercising any one or more of the City’s remedies set forth in Section 8.3 of this Master Contract. The City will notify the Consultant in writing given in accordance with Section 9.10 of this Master Contract of the City’s determination to deduct and withhold funds, which notice will state with specificity the amount of, and reason or reasons for, such deduction and withholding.

2.6 Use of Deducted Funds. The City will be entitled to retain any and all amounts withheld pursuant to Section 2.5 above until the Consultant either has performed the obligations in question or has furnished security for that performance satisfactory to the City. The City will be entitled to apply any money withheld or any other money due to the Consultant to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and reasonable attorneys’ fees (collectively “*Costs*”) incurred, suffered, or sustained by the City and chargeable to the Consultant under this Contract.

2.7 Keeping Books and Accounts. The Consultant must keep accounts, books, and other records of all its billable charges and costs incurred in performing Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. The Consultant must make all such material available for inspection by the City, at the office of the Consultant during normal business hours during the Term and for a period of three years after termination of this Master Contract. Copies of such material must be furnished to the City at the City’s request and expense.

### ARTICLE 3. PERFORMANCE OF PROJECT AND SERVICES

3.1 Standard of Performance. The Consultant must perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the Chicago Metropolitan Region (the “*Standard of Performance*”). All Services must be free from defects and flaws, must conform to the requirements of this Master Contract and applicable Task Order, and must be performed in accordance with the Standard of Performance. The Consultant is fully and solely responsible for the quality, technical accuracy, completeness, and coordination of all Services, unless specifically provided otherwise in a Task Order.

3.2 Correction of Defects. The Consultant must provide, for no additional Compensation and at no separate expense to the City, all work required to correct any defects or deficiencies in the performance of Services, regardless of whether the defect or deficiency relates to the work of the Consultant or of the Consultant’s sub-consultants or suppliers, so long as that notice of the defects is given by the City to the Consultant within two years after completion of the Services.

3.3 Risk of Loss. The Consultant bears the risk of loss in providing all Services. The Consultant is responsible for any and all damages to property or persons caused by any Consultant error, omission, or negligent act and for any losses or costs to repair or remedy any work undertaken by the City based on the Services as a result of any such error, omission, or negligent act. Notwithstanding any other provision of this Master Contract or any Task Order, the Consultant’s obligations under this Section 3.3 exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of the City or the Consultant, to indemnify, hold harmless, or reimburse the Consultant for damages, losses, or costs.

3.4 Opinions of Probable Cost. The Parties recognize that neither the Consultant nor the City has control over the costs of labor, materials, equipment, or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors’ methods of determining their prices. Accordingly, any opinions of probable costs provided under this Master Contract or a Task Order are considered to be estimates only, made on the basis of the Consultant’s experience and qualifications, and those opinions represent the Consultant’s best judgment as an experienced and qualified professional, familiar with the industry. The Consultant does not guaranty that proposals, bids, or actual costs will not vary from the opinions prepared by the Consultant.

3.5 Responsibility for Work by Contractors. Except as provided in a Task Order, and subject to the next sentence of this Section 3.5, the Consultant is not responsible for a contractor’s construction means, methods, techniques, sequences or procedures, time of performance, compliance with law, or safety precautions and programs, and the Consultant does not guarantee the performance of a contractor. Nothing in the previous sentence may be construed or applied to limit the responsibility of the Consultant to properly perform, or the liability of the Consultant for failure to properly perform, all of the Services required by the Consultant under this Master Contract or a Task Order, which Services may include contract and work oversight, inspections of work performed by a contractor, contract compliance services, and similar services.

3.6 City Responsibilities. Except as provided in this Master Contract or in a Task Order, the City, at its sole cost and expense, will have the following responsibilities:

(a) To designate a person with authority to act as the City's representative on each Project. In the absence of a written designation, the City's representative will be the City's Director of Public Works and Engineering. The City's representative will have the authority to act on behalf of the City as provided in a Task Order, except on matters that require approval of the City Council.

(b) To provide to the Consultant all criteria and information about the requirements for a Project or Services, including, as relevant, the City's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations.

(c) To provide to the Consultant existing studies, reports, and other available data relevant to a Project.

(d) To arrange for access to, and make provisions for the Consultant to enter on, public and private property as reasonably required for a Project.

(e) To provide, as relevant, surveys describing physical characteristics, legal limitations, and utility locations for a Project and the services of other consultants when the services of other consultants are requested by the Consultant and are necessary for the performance of the Services.

(f) To provide structural, mechanical, chemical, air and water tests, tests for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by the City in connection with a Project, except the extent such tests, inspections, or reports are part of the Services.

(g) To review reports, documents, data, and all other information presented by the Consultant as appropriate.

(h) To provide approvals from all governmental authorities having jurisdiction over a Project when requested by the Consultant, except the extent such approvals are part of the Services.

(i) To provide, except as provided under Article 5 and Article 6 of this Master Contract, all accounting, insurance, and legal services as may be necessary from time to time in the judgment of the City to protect the City's interests with respect to a Project.

(j) To attend Project-related meetings.

(k) To give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of Services, except that the inability or failure of the City to give any such a notice will not relieve the Consultant of any of its responsibilities under this Master Contract or any Task Order.



3.7 Time of the Essence. Time is of the essence for each Project and all activities with regard to the performance of a Project.

3.8 Suspension of Services, Project. The City, at any time and for any reason, may suspend work on any or all Services or Project by issuing a written work suspension notice to the Consultant. The Consultant must stop the performance of all Services within the scope of the suspension notice until the City directs the Consultant in writing to resume performance.

#### **ARTICLE 4. TASK CHANGE ORDERS; DELAYS**

4.1 Task Change Orders. The City, from time to time, may issue a written order modifying or otherwise changing the scope of the Services included in a Task Order (a “*Task Change Order*”) provided, however, that any Task Change Order in an amount exceeding \$20,000 must be approved by the City Council. The Task Change Order will be generally in the form attached to and by this reference incorporated into this Master Contract as Attachment C. The Consultant may request a Task Change Order based on a material change to a Project or any Services required as part of a Project. A Task Change Order may include additions to and deletions from the Services and will include any equitable increases or decreases to the Compensation for the Project.

4.2 Revision Notices. Within 10 days after the date of a Task Change Order, and in any event before the Consultant begins work on any changed Services, the Consultant must notify the City in writing if the Consultant desires a revision to the Task Change Order (a “*Revision Notice*”). The Revision Notice must clearly state the Consultant’s requested revisions and the reasons for the revisions. If the City agrees to any revision, then the City will issue a revised Task Change Order in a form acceptable to the Parties. If the Consultant does not submit a Revision Notice within the 10-day period, then the Consultant will be deemed to have accepted the Task Change Order and the Task Change Order will be final.

4.3 Disagreements over Task Change Order Terms. If the City and the Consultant cannot agree on the proposed revisions to the Compensation or Project Schedule terms of a Task Change Order, then the Parties will apply the dispute resolution provisions of this Master Contract in order to reach agreement. In that event, the Consultant must proceed diligently with the revised Services as directed by City pending resolution of the disagreement. The Consultant will be compensated equitably for the work the Consultant undertakes during the disagreement resolution process.

4.4 No Change in Absence of Task Change Order. No claim for an adjustment in Compensation or Project Schedule will be made or allowed unless it is embodied in a Task Change Order signed by the City and the Consultant. If the Consultant believes it is entitled to an adjustment in the Compensation or Project Schedule terms that has not been included, or fully included, in a Task Change Order, then the Consultant may submit to the City a written request for the issuance of, or revision of, a Task Change Order including the desired adjustment. The Consultant’s request must be submitted before the Consultant proceeds with any Services for which an adjustment is desired.

4.5 Delays. If a delay in providing Services results from one or more causes that could not be avoided or controlled by the Consultant, then the Consultant may be entitled to an extension of the Project Schedule for a period of time equal to that delay, or an adjustment in Compensation for extra costs related to the delay, or both. The Consultant must notify the City in writing within 10 days after the start of the delay and again in writing within 10 days after the delay has ended (the “*Delay Period*”). The first notice must state the cause or causes of the delay and the impact of the delay on providing Services. The second notice must state the cause or causes of the delay, the length of the day, the reasons why the delay disrupted performance of the Services and the Consultant’s request, if any, for a change in Compensation or Project Schedule. If the Consultant fails to submit notices as provided in this Section 4.5, then the Consultant will be deemed to have waived any right to an adjustment in Compensation for the Services.

## ARTICLE 5. INSURANCE

5.1 Insurance. The Consultant must procure and maintain, for the duration of this Master Contract, insurance as provided in this Article 5.

### 5.2 Scope of Coverage.

(a) Commercial General Liability. Insurance Services Office Commercial General Liability occurrence form CG 0001, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A), CG 2026 (Exhibit B).

(b) Automobile Liability. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 “Any Auto.”

(c) Professional Liability. Indemnification and defense for injury or damage arising out of negligent acts, errors, or omissions in providing professional services.

(d) Workers’ Compensation and Employers’ Liability. Workers’ Compensation as required by the Workers’ Compensation Act of the State of Illinois and Employers’ Liability insurance.

### 5.3 Minimum Limits of Coverage.

(a) Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury and for property damage and \$1,000,000 per occurrence for personal injury. The general aggregate must be twice the required occurrence limit. Minimum General Aggregate must be no less than \$2,000,000 or a project-contract specific aggregate of \$1,000,000.

(b) Business Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.

(c) Workers’ Compensation and Employers’ Liability. Workers’ Compensation Coverage with statutory limits and Employers’ Liability limits of \$500,000 per accident.



(d) Professional Liability. \$1,000,000 each claim with respect to negligent acts, errors, and omissions in connection with all professional services to be provided under this Master Contract and any Task Order, with a deductible not-to-exceed \$150,000 without prior written approval.

5.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer must reduce or eliminate such deductibles or self-insured retentions with respect to the City and its officials, employees, agents, and representatives or the Consultant must procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses. This provision does not apply to Paragraph 5.3(d) above.

5.5 Additional Requirements. The insurance policies must contain, or be endorsed to contain, the following provisions:

(a) Commercial General Liability and Automobile Liability Coverage. The City and its officials, employees, agents, and representatives must be covered as additional insured as respects: liability arising out of the Consultant's work, including without limitation activities performed by or on behalf of the Consultant and automobiles owned, leased, hired, or borrowed by the Consultant. Coverage must contain no special limitations on the scope of protection afforded to the City or its officials, employees, agents, and representatives.

(b) Primary Coverage. The insurance coverage must be primary with respect to the City and its officials, employees, agents, and representatives. Any insurance or self-insurance maintained by the City and its officials, employees, agents, and representatives will be excess of the Consultant's insurance and will not contribute with it.

(c) Reporting Failures. Any failure to comply with reporting provisions of any policy must not affect coverage provided to the City and its officials, employees, agents, and representatives.

(d) Severability of Interests/Cross Liability. The insurance must contain a Severability of Interests/Cross Liability clause or language stating that the insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's ability.

(e) Umbrella Policies. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant must name the City and its officials, employees, agents, and representatives as additional insureds under the umbrella policy.

(f) Occurrence Form. All general liability coverage must be provided on an occurrence policy form. Claims-made general liability policies are not acceptable.

(g) Workers' Compensation and Employers' Liability Coverage. The insurer must agree to waive all rights of subrogation against the City and its officials, employees, agents, and representatives for losses arising from work performed by the Consultant.

(h) Professional Liability. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of this Master Contract. If the policy is cancelled, non-renewed, or switched to an occurrence form, then the Consultant must purchase supplemental extending reporting period coverage for a period of not less than three years.

(i) All Coverage. Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice to the City by certified mail, return receipt requested.

(j) Acceptability of Insurers. Unless specifically approved in writing in advance by the City, all insurance must be placed with insurers with a Best's rating of no less than A-, VII. All insurers must be licensed to do business in the State of Illinois.

5.6 Verification of Coverage. The Consultant must furnish the City with certificates of insurance naming the City and its officials, employees, agents, and representatives as additional insureds and with original endorsements affecting coverage required by this Article 5. The certificates and endorsements for each insurance policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the City and in any event must be received and approved by the City before any work commences. Other additional-insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the ISO Additional Insured Endorsements CG 2010 or CG 2026. The City reserves the right to request a full certified copy of each insurance policy and endorsement.

5.7 Sub-Consultants and Suppliers. The Consultant must include all sub-consultants as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors are subject to all of the requirements stated in this Article 5, except its professional liability policy.

## ARTICLE 6. INDEMNIFICATION

6.1 Agreement to Indemnify. To the fullest extent permitted by law, the Consultant hereby agrees to indemnify and, at the City's request, defend the City and its officials, employees, agents, and representatives (collectively the "*Indemnified Parties*") as follows:

(a) Against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs, and expenses (collectively "*Professional Liability Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the negligent performance of any professional Services by the Consultant or its employees or sub-consultants or that may in any way result therefrom, except only Claims arising out of the sole legal cause of the City; and

(b) Against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs, and expenses (collectively "*General Liability Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the

negligent act or omission of the Consultant or its employees or sub-consultants other than any professional Service or that may in any way result therefrom, except only General Liability Claims arising out of the sole legal cause of the City.

6.2 Notice of Claim to Consultant. The City must provide notice of a Claim to the Consultant within 10 business days after the City acquires knowledge of that Claim.

6.3 No Limit Based on Insurance. The Consultant expressly acknowledges and agrees that any performance bond or insurance policy required by this Contract, or otherwise provided by the Consultant, will in no way limit the responsibility to indemnify and defend the Indemnified Parties or any one of them.

6.4 Withholding Payment. To the extent that any payment is due to the Consultant under this Contract, the City may withhold that payment to protect itself against any loss until all claims, suits, or judgments have been settled or discharged and evidence to that effect has been furnished to the satisfaction of the City.

6.5 Limit on Duty to Indemnify. The Consultant is not required to indemnify an Indemnified Party to the extent a Claim resulted primarily from the negligence or willful misconduct of the Indemnified Party.

## **ARTICLE 7. INFORMAL DISPUTE RESOLUTION**

7.1 Dispute Resolution Panel. Any dispute between the City and the Consultant related to this Master Contract or a Task Order will be submitted to a dispute resolution panel comprised of two representatives of each Party who have been given the authority to agree to a resolution of the dispute. The panel may meet or may conduct its discussions by telephone or other electronic means. If the panel has failed to convene within two weeks after the request of either Party, or is unable to resolve the dispute within 30 days, then either Party may exercise any other rights it has under this Master Contract.

7.2 Communications in Nature of Settlement. All communications between the Parties in connection with the attempted resolution of a dispute will be confidential and will be deemed to have been delivered in furtherance of dispute settlement and thus will be exempt from discovery and production, and will not be admissible in evidence whether as an admission or otherwise, in any arbitration, judicial, or other proceeding for the resolution of the dispute.

7.3 Performance of Services. During the dispute resolution process, the Consultant must proceed diligently with the performance of Services.

## **ARTICLE 8. TERMINATION**

8.1 Master Contract is At-Will. This Master Contract is at-will and may be terminated by the City at any time at the City's convenience, without reason or cause. If the City terminates this Master Contract without reason or cause, then the Consultant will be entitled to Compensation for all Service performed by the Consultant up to the date of termination. The Consultant is not

entitled to compensation of any kind, including without limitation for lost profit, for any Services not performed by the Consultant.

8.2 Termination by City for Breach. The City at any time, by written notice, may terminate this Master Contract and any Task Order on account of breach by the Consultant and failure of the Consultant to cure the breach within 10 days after that written notice or such further time as the City may agree, in the City's sole discretion, in response to a written notice from the Consultant seeking additional time to cure. "Breach" by the Consultant includes (a) failure of the Consultant to adhere to any terms or conditions of this Master Contract or any Task Order, (b) failure of the Consultant to properly perform Services, (c) or failure of the Consultant to maintain progress in the performance of Services so as to endanger proper performance of the Project within the Project Schedule, (d) failure of the Consultant to have or maintain adequate financial or legal capacity to properly complete a Project or any Services.

8.3 City Remedies. If the City terminates this Master Contract or any Task Order for Breach by the Consultant, then the City will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

(a) The City may recover from the Consultant any and all costs, including without limitation reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach.

(b) The City may withhold any or all outstanding Compensation under any Task Order to reimburse itself or pay for any and all costs, including without limitation reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach. In that event, the City will pay any excess funds to the Consultant, if any, after all of the City's costs are reimbursed or paid. If the Compensation withheld by the City is insufficient to reimburse the City for, or pay, all costs, then the City will have the right to recover directly from the Consultant a sum of money sufficient to reimburse itself, or pay, all remaining costs.

8.4 Termination for Convenience. If, after termination of this Master Contract by the City for breach, it is determined that the Consultant was not in breach or that the termination otherwise was irregular or improper, then the termination shall be deemed to have been made for the convenience of the City under Section 8.1 of this Master Contract.

8.5 Termination by Consultant for Breach. The Consultant at any time, by written notice, terminate this Master Contract on account of failure by the City to properly pay the Consultant and failure of the City to cure the breach within 10 days after that written notice or such further time as the Consultant may agree, in the Consultant's sole discretion, in response to a written notice from the City seeking additional time to cure.

8.6 Termination by Consultant without Cause. The Consultant may terminate this Master Contract without cause on 30 days written notice to the City, except that no such termination will become effective until after the Consultant has completed, and the City has

approved and accepted, all Projects for which Task Orders have been issued and all Services related to those Projects.

## **ARTICLE 9. LEGAL RELATIONSHIPS AND GENERAL REQUIREMENTS**

9.1 Consultant as Independent Consultant. For purposes of this Contract, the Consultant is an independent consultant and is not, and may not be construed or deemed to be an employee, agent, or joint venturer of the City.

9.2 Compliance with Laws; Communications with Regulators. The Consultant must comply with all statutes, ordinances, codes, and regulations applicable to the Services. Except to the extent expressly set forth in this Master Contract or a Task Order, the Consultant may not communicate directly with applicable governmental regulatory agencies with regard to Services without prior express authorization from the City. The Consultant must direct inquiries from governmental regulatory agencies to the City for appropriate response.

9.3 Consultant Payments; Waivers of Liens. The Consultant must pay promptly for all services, labor, materials, and equipment used or employed by the Consultant in the performance of any Services and must not cause any materials, equipment, structures, buildings, premises, and property of the City to be impressed with any mechanic's lien or other liens. The Consultant, if requested, must provide the City with reasonable evidence that all services, labor, materials, and equipment have been paid in full and with waivers of lien as appropriate.

9.4 Permits and Licenses. Unless otherwise provided in a Task Order, the Consultant must obtain and pay for all permits and licenses, registrations, qualifications, and other governmental authorizations required by law that are associated with the Consultant's performance of Services.

9.5 Safety; Hazardous Materials.

(a) Protection of Health, Environment. The Consultant's personnel must be experienced and properly trained to perform the Services and must take adequate precautions to protect human health and the environment in the performance of Services.

(b) Notice of Hazardous Conditions. If the Consultant observes a potentially hazardous condition relating to the Services, the Consultant must bring that condition to the attention of the City.

(c) Hazardous Materials. The Consultant acknowledges that there may be hazardous substances, wastes, or materials as defined by applicable Law ("Hazardous Materials") at a Project site or otherwise associated with Services, and the Consultant under those circumstances must take appropriate precautions to protect its employees, sub-consultants, and suppliers.

9.6 Intellectual Property. The Consultant may not infringe on any intellectual property (including but not limited to patents, trademarks, or copyrights) (collectively "*Intellectual Property*") in the performance of Services. If ever the Consultant is alleged to have infringed on

any Intellectual Property, then, in addition to the Consultant's obligations to indemnify Indemnified Parties under this Master Contract, the Consultant also, at the sole discretion of the City and at the Consultant's sole expense (a) procure for the City the right to continue using the infringing subject matter, or (b) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the requirements of this Master Contract and the relevant Task Order, or (c) reimburse the City for all payments made to the Consultant relating to or impacted by the infringing material and all costs incurred by City resulting from such infringement.

9.7 Confidential Information. All information and data disclosed by the City and developed or obtained under this Master Contract must be treated by the Consultant as proprietary and confidential information ("*Confidential Information*"). The Consultant must not disclose Confidential Information without the City's prior written consent. No person may use Confidential Information for any purpose other than for the proper performance of Services. The obligations under this Section 9.7 does not apply to Confidential Information that is (i) in the public domain without breach of this Contract, (ii) developed by the Consultant independently from this Master Contract, (iii) received by the Consultant on a non-confidential basis from others who had a right to disclose the information, or (iv) required by law to be disclosed, but only after prior written notice has been received by City and City has had a reasonable opportunity to protect disclosure of the Confidential Information. The Consultant must ensure that the foregoing obligations of confidentiality and use extend to and bind the Consultant's sub-consultants and suppliers.

9.8 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Master Contract (collectively "*Data*"), other than the Consultant's confidential information, will be and remain the sole property of the City. The Consultant must promptly deliver all Data to the City at the City's request. The Consultant is responsible for the care and protection of the Data until that delivery. The Consultant may retain one copy of the Data for the Consultant's records subject to the Consultant's continued compliance with the provisions of this Article.

9.9 Copyrights and Patents. The Consultant agrees not to assert, or to allow persons performing under the Consultant's control to assert, any rights to Data or establish any claim under design, patent, or copyright laws. It is expressly agreed that all copyrightable or patentable Data produced as part of Services has been specifically commissioned by the City and is considered "work for hire," and that all copyrightable and other proprietary rights in that Data will vest solely in the City. Further, the Consultant agrees that all rights under copyright and patent laws under this Master Contract belong to the City. The Consultant hereby assigns any and all rights, title, and interests under copyright, trademark, and patent law to the City and agrees to assist the City in perfecting the same at the City's expense.

9.10 Notices. Any notice or communication required by this Master Contract will be deemed sufficiently given if in writing and when delivered personally or upon receipt of registered or certified mail, postage prepaid, with the U.S. Postal Service and addressed as follows:



If to the City:  
City of Des Plaines  
Public Works and Engineering Department  
1420 Miner Street  
Des Plaines, Illinois 60016  
Attn: Director of Public Works  
And Engineering

with a copy to:  
Elrod Friedman LLP  
325 N. LaSalle Street, Suite 450  
Chicago, Illinois 60654  
Attn: Peter Friedman, General Counsel

If to the Consultant:  
TranSystems Corporation  
1475 East Woodfield Road, Suite 600  
Schaumburg, IL 60173  
Attn: Marty Ross

with a copy to:

or to such other address as the party to whom notice is to be given has furnished in writing.

9.11 No Waiver by City. No act, order, approval, acceptance, or payment by the City, nor any delay by the City in exercising any right under this Master Contract, will constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services or operate to waive any requirement or provision of this Master Contract or any remedy, power, or right of the City.

9.12 No Third-Party Beneficiaries. This Master Contract is for the benefit of the City and the Consultant only and there can be no valid claim made or held against the City or the Consultant by any third party to be a beneficiary under this Master Contract.

9.13 Survival of Terms. The following sections will survive the termination of this Master Contract: 2.7, 3.2, 6.1, 8.4, 9.7, 9.8, and 9.9.

9.14 Assignments. The Consultant may not assign or transfer any term, obligation, right, or other aspect of this Master Contract without the prior express written consent of the City. If any aspect of this Master Contract is assigned or transferred, then the Consultant will remain responsible to the City for the proper performance of the Consultant's obligations under this Master Contract. The terms and conditions of any agreement by the Consultant to assign or transfer this Master Contract must include terms requiring the assignee or transferee to fully comply with this Master Contract unless otherwise authorized in writing by the City.

9.15 Amendments. This Master Contract may be amended only in writing executed by the City and the Consultant.

9.16 Governing Law. The validity, construction, and performance of this Master Contract and all disputes between the parties arising out of or related to this Contract will be governed by the laws of the State of Illinois without regard to choice or conflict of law rules or regulations.

9.17 Compliance with Laws, Grant Regulations. All Services must be provided, performed, and completed in accordance with all required governmental permits, licenses, or other

approvals and authorizations, and with applicable statutes, ordinances, rules, and regulations. The Consultant also must comply with applicable conditions of any federal, state, or local grant received by the City with respect to this Master Contract or any Task Order. The Consultant will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the Consultant’s improper performance of, or failure to properly perform, any Services.

9.18 Representation of No Conflicts. The Consultant represents that (1) no City employee or agent is interested in the business of the Consultant or this Master Contract, (2) as of the Effective Date neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract, and (3) neither the Consultant nor any person employed by or associated with the Consultant may at any time during the Term obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract.

9.19 No Collusion. The Consultant represents that the Consultant is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is properly contesting its liability for the tax or the amount of the tax or (2) a violation of either Section 33E-3 or Section 33E-4 or Article 33E of the Criminal Code of 1961, 720 ILCS 5/22E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to the City prior to the execution of this Master Contract and that this Master Contract is made without collusion with any other person, firm, or corporation.

WHEREFORE, the City and the Consultant have caused this Master Contract to be executed by their duly authorized representatives as of the Effective Date.

City of Des Plaines

TranSystems Corporation

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

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

Name: Michael G. Bartholomew

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

Title: City Manager

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

APPROVED AS TO FORM ONLY

\_\_\_\_\_  
Des Plaines General Counsel                      Dated



**ATTACHMENT A**

**TASK ORDER**

In accordance with Section 1.2 of the Master Contract dated \_\_\_\_\_, 20\_\_\_\_  
between the City of Des Plaines (the “City”) and TranSystems Corporation (the “Consultant”),  
the Parties agree to the following Task Number \_\_\_\_:

**1. Contracted Services:**

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**2. Project Schedule** (attach schedule if appropriate):

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**3. Project Completion Date:**

All Contracted Services must be completed on or before: \_\_\_\_\_, 20\_\_\_\_.

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

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

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

**[Signature page follows]**

**CITY**

**CONSULTANT**

\_\_\_\_\_  
Signature  
Director of Public Works  
And Engineering

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_, 20\_\_\_\_  
Date

\_\_\_\_\_, 20\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature  
City Manager

\_\_\_\_\_, 20\_\_\_\_  
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

\_\_\_\_\_, 20\_\_\_\_  
Date

**ATTACHMENT B**

**PRICING SCHEDULE**

**ATTACHMENT C**

**TASK CHANGE ORDER FOR TASK NUMBER \_\_\_\_**

In accordance with Section 4.1 of the Master Contract dated \_\_\_\_\_, 20\_\_\_\_ between the City of Des Plaines (the “City”) and TranSystems Corporation (the “Consultant”), the Parties agree to the following Task Change Order for Task Number \_\_\_\_:

**1. Change in Contracted Services:**

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**2. Change in Project Schedule** (attach schedule if appropriate):

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**3. Change in Project Completion Date:**

All Contracted Services must be completed on or before \_\_\_\_\_, 20\_\_\_\_

**4. Change in Compensation:**

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**5. Change in Project Specific Pricing** (if applicable).

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

**[Signature page follows]**

**CITY**

**CONSULTANT**

\_\_\_\_\_  
Signature  
Director of Public Works  
And Engineering

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_, 20\_\_\_\_  
Date

\_\_\_\_\_, 20\_\_\_\_  
Date

If compensation increase greater than \$2,500, then the City Manager’s signature is required.

\_\_\_\_\_  
Signature  
City Manager

\_\_\_\_\_, 20\_\_\_\_  
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

\_\_\_\_\_, 20\_\_\_\_  
Date

TASK ORDER NO. 1  
TO THE MASTER CONTRACT  
BETWEEN THE CITY OF DES PLAINES  
AND TRANSYSTEMS CORPORATION

In accordance with Section 1.2 of the Master Contract dated October 18, 2021 between the City of Des Plaines (the “City”) and TranSystems Corporation (the “Consultant”), the Parties agree to the following Task Order No. 1:

**1. Contracted Services:**

Phase I Engineering for a grade separation at Algonquin Road over the Union Pacific Railroad between Mount Prospect Road and Wolf Road.

**2. Project Schedule** (attach schedule if appropriate):

N/A

**3. Project Completion Date** (if applicable):

N/A

**4. Project Specific Pricing:**

\$1,021,341.

**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**

**CONSULTANT**

\_\_\_\_\_  
Signature  
Director of Public Works  
And Engineering

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_, 20\_\_\_\_  
Date

\_\_\_\_\_, 20\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature  
City Manager

\_\_\_\_\_, 20\_\_\_\_  
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

\_\_\_\_\_, 20\_\_\_\_  
Date

Algonquin Road					
Mount Prospect Road to Wolf Road					
Phase I Preliminary Engineering					
City of Des Plaines					
Workhour Summary					
Task and Description	Total Workhours	TS	HLR	Wang	Teska
<b>Task 1 - Data Collection and Evaluation</b>					
a Request Information from Des Plaines, IDOT, CCDOTH, CMAP, UPRR	40	40			
b Consolidate, catalog and evaluate collected data	32	32			
c Review 2009 feasibility study and prepare memo updating it to current standards	32	32			
<b>Subtotal:</b>	<b>104</b>	<b>104</b>	-	-	-
<b>Task 2 - Survey</b>					
a Project Administration (coordination with sub-consultant, HLR)	30	16	14		
b Control	16		16		
c Utility Locate	20		20		
d Scanning/processing/point cloud creation	18		18		
e Linework extraction tin creation	48		48		
<b>Subtotal:</b>	<b>132</b>	<b>16</b>	<b>116</b>	-	-
<b>Task 3 - Utility Identification and Coordination</b>					
a Initial coordination / data collection	16	16			
b Utility base mapping	24	24			
c Preliminary conflict analysis	40	40			
<b>Subtotal:</b>	<b>80</b>	<b>80</b>	-	-	-
<b>Task 4 - Geotechnical Investigation</b>					
a Coordination with sub-consultant. (See separate proposal from Wang Engineering)	16	16			
b Desk study, site access, and permitting	24			24	
c Geotechnical drilling, coring, and sampling	190			190	
d Laboratory testing	3			3	
e Data Analyses and Engineering	175			175	
f Report Preparation	150			150	
g Project Management	45			45	
<b>Subtotal:</b>	<b>603</b>	<b>16</b>	-	<b>587</b>	-
<b>Task 5 - Environmental Data Collection, Coordination &amp; Analysis</b>					
a Initial environmental coordination and COSIM Air Quality Pre-Screening	40	40			
b Wetland technical report (See separate proposal from HLR)	4	4			
c ESR submittal to IDOT	24	24			
d Tree survey tabulation and evaluation	8	8			
e Wetland impact evaluation forms	16	16			
f Traffic noise analysis and report	-				
Monitoring	20	20			
Model Creation	26	26			
PreModel	8	8			
Model Run	18	18			
Report	56	56			
Revision	12	12			
g Section 4(f) evaluation - public recreation lands (See separate proposal from HLR)	24	24			
<b>Subtotal:</b>	<b>256</b>	<b>256</b>	-	-	-
<b>Task 6 - Drainage Studies</b>					
a General Location Drainage Map	8	8			
b Existing Drainage Plan (4 sheets at 20 hrs/sheet)	80	80			
c Identified Drainage Problems	8	8			
d Identified Base Floodplains	8	8			
e Major Drainage Features	40	40			
f Design Criteria	8	8			
g Outlet Evaluation	40	40			
h Storm Water Detention Analysis	32	32			
i Right of Way Analysis	8	8			
j Drainage Alternatives	24	24			
k Local and Other Agency Coordination	8	8			
l Proposed Drainage Plan (4 sheets at 20 hrs/sheet)	80	80			
m Water Quality BMP Permanent Measures	8	8			
n Floodplain Encroachment Evaluation	-	0			
o IDNR-OWR Permit	4	4			
p Study Assembly (Draft, Prefinal/Final)	40	40			
q QA/QC	16	16	-	-	-
<b>Subtotal:</b>	<b>412</b>	<b>412</b>	-	-	-
<b>Task 7 - Traffic Analysis</b>					
a Traffic data collection (See separate Direct Cost with GHA)	4	4			
b Analyze Traffic Rerouting	24	24			
c CMAP Coordination	8	8			



Algonquin Road					
Mount Prospect Road to Wolf Road					
Phase I Preliminary Engineering					
City of Des Plaines					
Workhour Summary					
Task and Description	Total Workhours	TS	HLR	Wang	Teska
d IDOT and CCDOTH Coordination	16	16			
e Develop 2050 DHV	16	16			
f Synchro Analysis for 2050	48	48			
g Traffic analysis report	24	24			
<b>Subtotal:</b>	<b>140</b>	<b>140</b>	-	-	-
<b>Task 8 - Safety Analysis</b>					
a Safety Audit	16	16			
b Crash Summary Tables	24	24			
c Collision Diagrams	12	12			
d Analysis for PDR	8	8			
<b>Subtotal:</b>	<b>60</b>	<b>60</b>	-	-	-
<b>Task 9 - Alternative Analysis</b>					
a Preparation of the project Purpose and Need Statement	24	24			
b Alternative development and evaluation	-				
Alternative 1A	60	60			
Alternative 1B	60	60			
Alternative 2A	60	60			
Alternative 2B	60	60			
c Preparation of alternatives carried forward technical memorandum	60	60			
<b>Subtotal:</b>	<b>324</b>	<b>324</b>	-	-	-
<b>Task 10 - Proposed Improvement Plans (Preferred Alternative)</b>					
a Preliminary proposed improvement plans (8 sheets @ 50 scale, 24 hours/sheet)	192	192			
b Final proposed improvement plans	128	128			
c Prepare final ROW plans	60	60			
d Prepare preliminary engineer's estimate of construction	60	60			
<b>Subtotal:</b>	<b>440</b>	<b>440</b>	-	-	-
<b>Task 11 - Intersection Design Studies (Preferred Alternative)</b>					
a Algonquin Road and Mount Prospect Road (includes sidewalk design meeting PROWAG)	120	120			
b Algonquin Road and Wolf Road (includes sidewalk design meeting PROWAG)	120	120			
<b>Subtotal:</b>	<b>240</b>	<b>240</b>	-	-	-
<b>Task 12 - Structural Design</b>					
a Railroad Grade Separation	-				
Bridge Alternatives Memo (includes exhibits and estimates)	320	320			
Prepare Type, Size, and Location Plan	160	160			
BLR 10210 Form	16	16			
Site Visit	16	16			
IDOT/Railroad Coordination	16	16			
Geotechnical Coordination	40	40			
b Retaining Walls	-				
<i>Northwest Wall</i>	-				
Wall Type Study	100	100			
Prepare Type, Size, and Location Plan	120	120			
BLR 10210 Form	16	16			
<i>Southwest Wall</i>	-				
Wall Type Study	60	60			
Prepare Type, Size, and Location Plan	100	100			
BLR 10210 Form	16	16			
<i>Northeast Walls</i>	-				
Wall Type Study	120	120			
Prepare Type, Size, and Location Plan	200	200			
BLR 10210 Form	16	16			
<i>Southeast Wall</i>	-				
Wall Type Study	60	60			
Prepare Type, Size, and Location Plan	100	100			
BLR 10210 Form	16	16			
c Structural QA/QC	-				
Bridge Alternatives Memo	40	40			
Bridge TS&L	16	16			
Wall TS&Ls	32	32			
<b>Subtotal:</b>	<b>1,580</b>	<b>1,580</b>	-	-	-
<b>Task 13 - Railroad and ICC Coordination</b>					
a Conduct introductory project and review meeting with UP Railroad and ICC	16	16			
b Prepare technical memorandum to summarize alternatives	16	16			
c Conduct meeting with UP Railroad to discuss technical memorandum	16	16			

<b>Algonquin Road</b>					
<b>Mount Prospect Road to Wolf Road</b>					
<b>Phase I Preliminary Engineering</b>					
<b>City of Des Plaines</b>					
<b>Workhour Summary</b>					
<u>Task and Description</u>	Total Workhours	TS	HLR	Wang	Teska
<b>Subtotal:</b>	<b>48</b>	<b>48</b>	-	-	-
<b>Task 14 - Agency Coordination</b>					
a IDOT coordination meetings (6 meetings)	72	72			
b FHWA coordination meetings (3 meetings)	36	36			
c General IDOT coordination (4 hours/month * 12 months * 2 years)	144	144			
d Permitting agencies coordination (MWRD, USACE, IEPA)	12	12			
<b>Subtotal:</b>	<b>264</b>	<b>264</b>	-	-	-
<b>Task 15 - Public Involvement</b>					
a Coordination with sub-consultant. (See separate proposal from Teska)	16	16			
b Develop public meeting notice	16	4			12
c Prepare public meeting summary brochure (2 meetings)	26	8			18
d Prepare public meeting exhibits (2 meetings)	92	60			32
e Attend public meeting, present and lead input activities (2 meetings)	44	32			12
f Gather all public comments and prepare summary (2 meetings)	32	16			16
g Prepare responses to public comments and concerns (2 meetings)	16	8			8
h Meetings with Des Plaines (2 meetings)	24	16			8
<b>Subtotal:</b>	<b>266</b>	<b>160</b>	-	-	<b>106</b>
<b>Task 16 - Aesthetics</b>					
a Coordination with sub-consultant. (See separate proposal from Teska)	24	24			
b Prepare site analysis and community identity exhibits	16				16
c Prepare precedent imagery and opportunities exhibits	14				14
d Prepare (4) concept alternative packages	106				106
e Prepare (1) refined concept package	44				44
f Design team meetings (6)	24				24
<b>Subtotal:</b>	<b>228</b>	<b>24</b>	-	-	<b>204</b>
<b>Task 17 - Transportation Management Plan</b>					
a Transportation Management Plan (TMP) for preferred alternative	60	60			
b Traffic data collection (See separate Direct Cost with GHA)	4	4			
<b>Subtotal:</b>	<b>64</b>	<b>64</b>	-	-	-
<b>Task 18 - Project Development Report (PDR)</b>					
a Compile maps, charts, graphs and exhibits	40	40			
b Prepare preliminary report and submit to Des Plaines and IDOT for initial review	64	64			
c Prepare revised report with disposition of comments and resubmit to IDOT and FHWA	60	60			
d Prepare final report with disposition of comments and resubmit to Des Plaines, IDOT and FHWA for final review and issuance of Phase 1 Design Approval	40	40			
<b>Subtotal:</b>	<b>204</b>	<b>204</b>	-	-	-
<b>Task 19 - Project Funding Assistance</b>					
IDOT (Goal: State fund min 50% local share all phases, construction & ROW)	-				
a Letter of Intent - prepare draft & coordinate	16	16			
b Jurisdictional Transfer Agreement - initiate, review, respond & coordinate	16	16			
c CMAP - work MPO to add to Priority Grade Crossing list	16	16			
d ICC -submit GCPF application (up to 60% funding; \$12M max)	16	16			
e UPRR - request preliminary memorandum of understanding for preferred structure type & cost participation	16	16			
f Funding Applications (STP-L, STP-SF, CMAQ, TAP, ITEP, & TARP) 4 days @ 6 applications	192	192			
g BUILD, INFRA, CRISI Grants - strategize & write federal grant applications	-	-			
h Conduct 2 meetings with City staff, elected officials & others to promote project to be successful for competitive grants	32	32			
<b>Subtotal:</b>	<b>304</b>	<b>304</b>	-	-	-
<b>Task 20 - Project Management and Administration</b>					
a Prepare and submit monthly progress reports and invoices (4 hrs/month * 24 months)	96	96			
b Project scheduling and management, administration, internal team meetings	120	120			
c Project meetings with Des Plaines (every other month)	120	120			
<b>Subtotal:</b>	<b>336</b>	<b>336</b>	-	-	-
<b>Task 21 - QA/QC</b>					
a Quality management plan (QMP)	16	16			
b QA/QC reviews in accordance with quality process and QMP	-				
1. Report Submittals	64	64			
2. Design Calculations	44	44			
3. Plan Submittals	40	40			
<b>Subtotal:</b>	<b>164</b>	<b>164</b>	-	-	-
<b>Total:</b>	<b>6,249</b>	<b>5,236</b>	<b>116</b>	<b>587</b>	<b>310</b>

City of Des Plaines

Cook

N/A

Exhibit B

**COST ESTIMATE WORKSHEET**

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

**OVERHEAD RATE** 148.69%

**COMPLEXITY FACTOR** 0

TASK	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	DIRECT COSTS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Data Collection and Evaluation	104	4,904	7,291		1,618		13,813	1.35%
Survey	16	764	1,136		252		2,152	0.21%
Utility Identification and Coordination	80	3,979	5,916		1,313		11,208	1.10%
Geotechnical Investigation	16	764	1,136		252		2,152	0.21%
Environmental	256	12,521	18,618		4,132		35,271	3.45%
Drainage Studies	412	20,426	30,371		6,741		57,538	5.63%
Traffic Analysis	140	6,913	10,278		2,281		19,472	1.91%
Safety Analysis	60	2,960	4,401		977		8,338	0.82%
Alternative Analysis	324	15,916	23,666		5,252		44,834	4.39%
Proposed Improvement Plans	440	21,329	31,714		7,039		60,082	5.88%
Intersection Design Studies	240	11,646	17,317		3,843		32,806	3.21%
Structural Design	1580	83,708	124,465		27,624		235,797	23.09%
Railroad Coordination	48	2,375	3,532		784		6,691	0.66%
Agency Coordination	264	13,387	19,905		4,418		37,710	3.69%
Public Involvement	160	8,051	11,971		2,657		22,679	2.22%
Aesthetics	24	1,165	1,732		384		3,281	0.32%
Transportation Management Plan	64	3,154	4,690		1,041		8,885	0.87%
Project Development Report	204	9,972	14,827		3,291		28,090	2.75%
Project Funding Assistance	304	17,804	26,472		5,875		50,151	4.91%
Project Management and Administration	336	20,070	29,843		6,623		56,536	5.54%
QA/QC	164	9,833	14,620		3,245		27,698	2.71%
		-	-		-		-	
		-	-		-		-	
Direct Costs		-	-	25,000	-		25,000	2.45%
HLR Inc. (Survey, Wetlands, 4(f))		-	-		-	22,969	22,969	2.25%
Wang Engineering (Geotechnical)		-	-		-	171,261	171,261	16.77%
Teska (Public Involvement, Aesthetics)		-	-		-	36,900	36,900	3.61%
		-	-		-	-	-	
		-	-		-	-	-	
Subconsultant DL					0		-	
<b>TOTALS</b>	5236	271,641	403,901	25,000	89,642	231,130	1,021,314	100.00%

675,542

City of Des Plaines

Cook

N/A

**AVERAGE HOURLY PROJECT RATES**  
Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Data Collection and Evaluation			Survey			Utility Identification and Coordination			Geotechnical Investigation			Environmental		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer 5 (E5)	78.00	0.0																	
Engineer 4 (E4)	78.00	586.0	11.19%	8.73	8	7.69%	6.00	2	12.50%	9.75	8	10.00%	7.80	2	12.50%	9.75	24	9.38%	7.31
Engineer 3 (E3)	66.71	1,002.0	19.14%	12.77	8	7.69%	5.13				8	10.00%	6.67				24	9.38%	6.25
Engineer 2 (E2)	48.63	2,136.0	40.79%	19.84	44	42.31%	20.57	8	50.00%	24.31	40	50.00%	24.31	8	50.00%	24.31	120	46.88%	22.79
Engineer 1 (E1)	36.51	1,464.0	27.96%	10.21	44	42.31%	15.45	6	37.50%	13.69	24	30.00%	10.95	6	37.50%	13.69	88	34.38%	12.55
Planner 5 (P5)	78.00	0.0																	
Planner 4 (P4)	68.37	0.0																	
Planner 3 (P3)	46.32	0.0																	
Architect 4 (AR4)	76.89	0.0																	
Architect 3 (AR3)	54.23	0.0																	
Architect 2 (AR2)	44.08	0.0																	
Architect 1 (AR1)	37.54	0.0																	
Environmental Scientist 4 (E)	78.00	0.0																	
Industry Specialist 3 (ISS)	59.62	0.0																	
Construction Services 4 (C)	55.46	0.0																	
Construction Services 3 (C)	57.98	0.0																	
Construction Services 2 (C)	32.80	0.0																	
Technician 3 (T3)	38.85	0.0																	
Technician 1 (T1)	19.76	0.0																	
Administrative 3 (A3)	55.79	0.0																	
Administrative 2 (A2)	36.91	48.0	0.92%	0.34															
Administrative 1 (A1)	26.71	0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
<b>TOTALS</b>		5236.0	100%	\$51.88	104.0	100.00%	\$47.15	16.0	100%	\$47.75	80.0	100%	\$49.74	16.0	100%	\$47.75	256.0	100%	\$48.91

City of Des Plaines

Cook

N/A

**AVERAGE HOURLY PROJECT RATES**

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Drainage Studies			Traffic Analysis			Safety Analysis			Alternative Analysis			Proposed Improvement Plans			Intersection Design Studies			
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	
Engineer 5 (E5)	78.00																			
Engineer 4 (E4)	78.00	44	10.68%	8.33	16	11.43%	8.91	6	10.00%	7.80	32	9.88%	7.70	42	9.55%	7.45	24	10.00%	7.80	
Engineer 3 (E3)	66.71	44	10.68%	7.12	16	11.43%	7.62	6	10.00%	6.67	32	9.88%	6.59	42	9.55%	6.37	24	10.00%	6.67	
Engineer 2 (E2)	48.63	184	44.66%	21.72	54	38.57%	18.76	28	46.67%	22.69	148	45.68%	22.21	186	42.27%	20.56	96	40.00%	19.45	
Engineer 1 (E1)	36.51	140	33.98%	12.41	54	38.57%	14.08	20	33.33%	12.17	112	34.57%	12.62	170	38.64%	14.11	96	40.00%	14.60	
Planner 5 (P5)	78.00																			
Planner 4 (P4)	68.37																			
Planner 3 (P3)	46.32																			
Architect 4 (AR4)	76.89																			
Architect 3 (AR3)	54.23																			
Architect 2 (AR2)	44.08																			
Architect 1 (AR1)	37.54																			
Environmental Scientist 4 (SC)	78.00																			
Industry Specialist 3 (IS3)	59.62																			
Construction Services 4 (CS4)	55.46																			
Construction Services 3 (CS3)	57.98																			
Construction Services 2 (CS2)	32.80																			
Technician 3 (T3)	38.85																			
Technician 1 (T1)	19.76																			
Administrative 3 (A3)	55.79																			
Administrative 2 (A2)	36.91																			
Administrative 1 (A1)	26.71																			
<b>TOTALS</b>		412.0	100%	\$49.58	140.0	100%	\$49.38	60.0	100%	\$49.33	324.0	100%	\$49.12	440.0	100%	\$48.47	240.0	100%	\$48.53	

City of Des Plaines

Cook

N/A

**AVERAGE HOURLY PROJECT RATES**  
Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

PAYROLL CLASSIFICATION	AVG HOURLY RATES		Structural Design			Railroad Coordination			Agency Coordination			Public Involvement			Aesthetics			Transportation Management Plan				
	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	
Engineer 5 (E5)			78.00																			
Engineer 4 (E4)	120	7.59%	5.92	8	16.67%	13.00	32	12.12%	9.45	20	12.50%	9.75	2	8.33%	6.50	6	9.38%	7.31				
Engineer 3 (E3)	440	27.85%	18.58				32	12.12%	8.09	20	12.50%	8.34	2	8.33%	5.56	6	9.38%	6.25				
Engineer 2 (E2)	640	40.51%	19.70	24	50.00%	24.31	120	45.45%	22.10	64	40.00%	19.45	12	50.00%	24.31	32	50.00%	24.31				
Engineer 1 (E1)	380	24.05%	8.78	16	33.33%	12.17	80	30.30%	11.06	56	35.00%	12.78	8	33.33%	12.17	20	31.25%	11.41				
Planner 5 (P5)			78.00																			
Planner 4 (P4)			68.37																			
Planner 3 (P3)			46.32																			
Architect 4 (AR4)			76.89																			
Architect 3 (AR3)			54.23																			
Architect 2 (AR2)			44.08																			
Architect 1 (AR1)			37.54																			
Environmental Scientist 4 (SC4)			78.00																			
Industry Specialist 3 (IS3)			59.62																			
Construction Services 4 (CS4)			55.46																			
Construction Services 3 (CS3)			57.98																			
Construction Services 2 (CS2)			32.80																			
Technician 3 (T3)			38.85																			
Technician 1 (T1)			19.76																			
Administrative 3 (A3)			55.79																			
Administrative 2 (A2)			36.91																			
Administrative 1 (A1)			26.71																			
<b>TOTALS</b>	1580.0	100%	\$52.98	48.0	100%	\$49.48	264.0	100%	\$50.71	160.0	100%	\$50.32	24.0	100%	\$48.54	64.0	100%	\$49.29				









## Hampton, Lenzini and Renwick, Inc.

Civil Engineers • Structural Engineers • Land Surveyors • Environmental Specialists  
www.hlrengineering.com

Tasks	Lump Sum Cost
<b>PHASE 1</b>	
Task 1: Topographic Survey	CECS
Task 2: Wetland Delineation and Report	\$3,700.00
Task 3: Programmatic Section 4(f) deminimis	\$5,600.00

380 Shepard Drive  
Elgin, Illinois 60123-7010  
Tel. 847.697.6700  
Fax 847.697.6753

6825 Hobson Valley Drive, Suite 302  
Woodridge, Illinois 60517  
Tel. 847.697.6700  
Fax 847.697.6753

3085 Stevenson Drive, Suite 201  
Springfield, Illinois 62703  
Tel. 217.546.3400  
Fax 217.546.8116

323 W. Third Street, P.O. Box 160  
Mt. Carmel, Illinois 62863  
Tel. 618.262.8651  
Fax 618.263.3327





ALGONQUIN RD PROPOSED UPRR GRADE SEPARATION  
Proposed project fees 08.25.2021

TESKA ASSOCIATES			
Principal/PM	Assoc LA	Designer	SUBTOTAL
\$155	\$110	\$100	

AESTHETIC DESIGN SCOPE	
a	Prepare site analysis + community identity exhibits
b	Prepare precedent imagery and opportunities exhibits
c	Prepare (4) concept alternative packages (section, perspective, materials and products imagery)
d	Prepare (1) refined concept package (section, perspective, materials and products imagery)
e	Design Team meetings (6 videoconference)
<b>SUBTOTAL DESIGN FEES</b>	
REIMBURSABLES (1 site visit)	
<b>SECTION 1 TOTAL</b>	

4	\$620	4	\$440	8	\$800	\$1,860
2	\$310	4	\$440	8	\$800	\$1,550
6	\$930	40	\$4,400	60	\$6,000	\$11,330
4	\$620	16	\$1,760	24	\$2,400	\$4,780
12	\$1,860	12	\$1,320	0	\$0	\$3,180
<b>28</b>	<b>\$4,340</b>	<b>76</b>	<b>\$8,360</b>	<b>100</b>	<b>\$10,000</b>	<b>\$22,700</b>
						\$150
						<b>\$22,850</b>

PUBLIC OUTREACH SCOPE	
a	Develop public meeting notice, press release, website postings, email blasts,
b	Prepare public mtg summary brochures (2 mtgs)
c	Prepare public mtg exhibits and input activities (2 mtgs)
d	Attend public mtg, present and lead input activities (2 mtgs)
e	Gather all public comments and prepare summary (2 mtgs)
f	Prepare responses to public comments and concerns (2 mtgs)
g	City meetings (2)
<b>SUBTOTAL DESIGN FEES</b>	
REIMBURSABLES (travel to 2 public meetings (300), exhibit board plotting (900))	
<b>PUBLIC OUTREACH TOTAL</b>	

4	\$620	0	\$0	8	\$800	\$1,420
2	\$310	0	\$0	16	\$1,600	\$1,910
8	\$1,240	8	\$880	16	\$1,600	\$3,720
4	\$620	4	\$440	4	\$400	\$1,460
8	\$1,240	0	\$0	8	\$800	\$2,040
8	\$1,240	0	\$0	0	\$0	\$1,240
4	\$620	4	\$440	0	\$0	\$1,060
<b>38</b>	<b>\$5,890</b>	<b>16</b>	<b>\$1,760</b>	<b>52</b>	<b>\$5,200</b>	<b>\$12,850</b>
						\$1,200
						<b>\$14,050</b>

<b>TOTAL</b>		<b>\$36,900</b>
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**Algonquin Road Grade Separation  
Anticipated Financial Participation**

	Total	%	Federal	%	State	%	County	%	UP	%	Local	%
Phase I Engineering	\$ 1,000,000	100%		0%	\$ 500,000	50%		0%		0%	\$ 500,000	50%
Phase II Engineering	\$ 1,400,000	100%		0%	\$ 700,000	50%		0%		0%	\$ 700,000	50%
Land Acquisition	\$ 6,302,000	100%	\$ 3,151,000	50%	\$ 3,151,000	50%		0%		0%		0%
Roadway Construction	\$ 22,867,250	100%	\$ 18,293,800	80%	\$ 3,573,450	16%		0%	\$ 1,000,000	4%		0%
Traffic Signal Modifications	\$ 400,000	100%	\$ 320,000	80%	\$ 40,000	10%	\$ 40,000	10%		0%		0%
Construction Engineering	\$ 2,792,000	100%	\$ 2,233,600	80%	\$ 558,400	20%		0%		0%		0%
<b>Project Totals</b>	<b>\$ 34,761,250</b>	<b>100%</b>	<b>\$ 23,998,400</b>	<b>69%</b>	<b>\$ 8,522,850</b>	<b>25%</b>	<b>\$ 40,000</b>	<b>0%</b>	<b>\$ 1,000,000</b>	<b>3%</b>	<b>\$ 1,200,000</b>	<b>3%</b>

**Federal Programs Targeted**

CMAQ	\$ 5,000,000	* request \$5-10M from CMAQ or STP-SF
GCPF	\$ 12,000,000	
ITEP	\$ 2,000,000	
STP-L	\$ 2,500,000	
STP-SF	\$ 5,000,000	*
	<u>\$ 26,500,000</u>	

**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, OCTOBER 4, 2021**

**CALL TO ORDER**

The regular meeting of the City Council of the City of Des Plaines, Illinois, was called to order by Mayor Goczkowski at 6:06 p.m. in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Monday, October 4, 2021.

**ROLL CALL**

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

**CLOSED SESSION**

Moved by Oskerka, seconded by Chester to enter into Closed Session to discuss Personnel.

Upon roll call, the vote was:

AYES: 6 - Lysakowski, Moylan, Oskerka,  
Brookman, Chester, Smith

NAYS: 0 - None

ABSENT: 2 - Zadrozny, Ebrahimi

Motion declared unanimously carried.

The City Council recessed at 6:07 p.m.

The City Council re-convened at 7:00 p.m.

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

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

**PRAYER AND PLEDGE**

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

**PROCLAMATION**

City Clerk Mastalski read a proclamation by Mayor Goczkowski proclaiming October as Global Diversity Awareness Month and October 1, 2021 to October 7, 2021 as National Diversity Week.

**SWEARING-IN CEREMONY**

Mayor Goczkowski administered the Oath of Office to Officer Idaly Garcia, Officer Samih Haddad, and Officer Edwin Rios.

**RECOGNITION**

Life-Saving Awards were presented by Mayor Goczkowski and Police Chief Anderson to Officer Alonso, Officer Durrell, Officer Schild, and Officer Tangorra.

**PUBLIC COMMENT**

Resident Craig Weiss spoke regarding the street resurfacing on Danbury Lane.

**ALDERMEN ANNOUNCEMENTS**

Alderman Zadrozny requested the City post Halloween guidelines on the website.

Alderman Brookman mentioned a small black dog was found in the 3<sup>rd</sup> ward, and is currently being kept at Northwest Animal Hospital. Alderman Brookman also gave recognition to Donna Adam and Clean Up – Give Back.

Mayor Goczkowski suspended the rules at the request of Alderman Brookman to allow Donna Adam to address the City Council. Donna Adam gave a synopsis of the service Clean Up – Give Back provides to the community.

Alderman Smith mentioned free flu shots will be available at Prairie Lakes Community Center on October 8, 2021.

**MAYORAL  
ANNOUNCEMENTS**

Mayor Goczkowski welcomed the Maine West government students watching in-person, online, and on television.

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 Lysakowski, to extend the March 16, 2020 Declaration of Civil Emergency until the adjournment of the next regular, special, or emergency meeting of the City Council.

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

**CONSENT  
AGENDA**

Moved by Chester, seconded by Moylan, to establish the Consent Agenda.

Upon voice vote, the vote was:

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

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

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

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,

Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

Minutes were approved; Request was approved; Ordinance M-16-21 was approved; Ordinance M-12-21, Z-46-21 were adopted; Resolutions R-156-21, R-157-21, R-158-21, R-159-21, R-162-21 were adopted.

**APPROVE CHG  
ORD NO. 1/ MAS  
WPR/ JLJ  
CONTRACTING,  
INC**

**Consent Agenda**

Moved by Brookman, seconded by Lysakowski to Approve Resolution R-156-21, A RESOLUTION APPROVING A CHANGE ORDER NO. 1 TO THE CITY HALL MASONRY WATERPROOFING REPAIRS CONTRACT WITH JLJ CONTRACTING, INC. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-156-21**

**AUTH DSPL/  
LISTED VEH &  
EQUIP/ OBENAUF  
AUC SVC, INC**

**Consent Agenda**

Moved by Brookman, seconded by Lysakowski to Approve First Reading of Ordinance M-16-21, AUTHORIZING THE DISPOSAL OF THE LISTED VEHICLES/EQUIPMENT THROUGH OBENAUF AUCTION SERVICE, INC, ROUND LAKE, ILLINOIS. Motion declared carried as approved unanimously under Consent Agenda.

**Ordinance  
M-16-21**

**APPROVE TASK  
ORD NO. 6/ PRO  
ENGR SVCS/  
CHRISTOPHER B  
BURKE ENG LTD**

**Consent Agenda**

Moved by Brookman, seconded by Lysakowski to Approve Resolution R-157-21, A RESOLUTION APPROVING TASK ORDER NO. 6 UNDER A MASTER CONTRACT WITH CHRISTOPHER B BURKE ENGINEERING LTD FOR PROFESSIONAL ENGINEERING SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-157-21**

**APPROVE RED/  
LETTER OF  
CREDIT/ 1425  
ELLINWOOD AVE**

**Consent Agenda**

Moved by Brookman, seconded by Lysakowski to Approve Resolution R-158-21, A RESOLUTION APPROVING THE REDUCTION OF THE LETTER OF CREDIT FOR THE BAYVIEW COMPASSPOINT MIXED USE DEVELOPMENT AT 1425 ELLINWOOD AVENUE. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-158-21**

**APPROVE 2<sup>ND</sup>  
AMD TO AGMT/  
PRO INSP & PLAN**

Moved by Brookman, seconded by Lysakowski to Approve Resolution R-159-21, A RESOLUTION APPROVING THE SECOND AMENDMENT TO THE AGREEMENT WITH TPI BUILDING CODE CONSULTANTS FOR

**REV SVCS/ TPI**  
**BUILDING CODE**  
**CONSULTANTS**  
**Consent Agenda**

PROFESSIONAL INPECTION AND PLAN REVIEW SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution**  
**R-159-21**

**APPROVE IGO**  
**AGMT/ IMP &**  
**MAINT/**  
**DES PLAINES**  
**PARK DISTRICT**  
**Consent Agenda**

Moved by Brookman, seconded by Lysakowski to Approve Resolution R-162-21, A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE DES PLAINES PARK DISTRICT FOR CERTAIN STORMWATER IMPROVEMENTS AND MAINTENACE IN LAKE PARK. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution**  
**R-162-21**

**APPOINTMENT/**  
**ALDERMAN**  
**OSKERKA/**  
**PUBLIC MEMBER**  
**TO JETSB**  
**Consent Agenda**

Moved by Brookman, seconded by Lysakowski to Approve the APPOINTMENT OF ALDERMAN SEAN OSKERKA AS PUBLIC MEMBER TO THE JOINT EMERGENCY TELEPHONE SYSTEMS BOARD (JETSB) PURSUANT TO THE ILLINOIS EMERGENCY TELEPHONE SYSTEM ACT, 50 ILCS 750/0.01 AND THE RECENTLY APPROVED SECOND AMENDMENT TO THE AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT ESTABLISHING A JOINT EMERGENCY TELEPHONE SYSTEMS BOARD AS APPROVED BY CITY COUNCIL ON SEPTEMBER 7, 2021. Motion declared carried as approved unanimously under Consent Agenda.

**SECOND**  
**READING/**  
**ORDINANCE**  
**M-12-21**  
**Consent Agenda**

Moved by Brookman, seconded by Lysakowski to Approve Ordinance M-12-21, AN ORDINANCE AMENDING THE CITY CODE TO ADD ONE CLASS AB-1 (TAVERN 251-500 FOR ON-SITE CONSUMPTION & RETAIL BULK SALES FOR OFF-SITE CONSUMPTION) LIQUOR LICENSE FOR AT 7, LLC D/B/A AT 7 BAR & GRILL, 1472 MARKET STREET. Motion declared carried as approved unanimously under Consent Agenda.

**SECOND**  
**READING/**  
**ORDINANCE**  
**Z-46-21**  
**Consent Agenda**

Moved by Brookman, seconded by Lysakowski to Approve Ordinance Z-46-21, AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR A CONVENIENCE MART FUELING STATION USE AT 10 W GOLF ROAD, DES PLAINES, IL. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE**  
**MINUTES**  
**Consent Agenda**

Moved by Brookman, seconded by Lysakowski to Approve the Minutes of the City Council meeting of September 20, 2021, as published. Motion declared carried as approved unanimously under Consent Agenda.

**APPOINTMENTS**

City Clerk Mastalski read following appointments for consideration, no action was required:

**LIBRARY BOARD OF TRUSTEES**  
 Lisa Du Brock – Term to Expire 06/30/2022



PLANNING & ZONING BOARD

Thomas Weaver – Term to Expire 04/30/2023

Lisa Du Brock stated her passion is to give back to the city. She believes the library is the cornerstone of a vibrant community, and is looking forward to being a member of the Library Board.

Thomas Weaver stated he believes the City has a lot to offer for residents, visitors and businesses; he looks forward to working with the staff and the Planning and Zoning Board.

NEW BUSINESSFINANCE & ADMINISTRATION – Alderman Zadrozny, Chair

Alderman Zadrozny presented the Warrant Register.

WARRANT REGISTERResolution R-161-21

Moved by Zadrozny, seconded by Oskerka, to approve the Warrant Register of October 4, 2021 in the Amount of \$3,357,468.35 and approve Resolution R-161-21.

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

COMMUNITY DEVELOPMENT – Alderman Chester, Chair

Director of Community and Economic Development Carlisle reviewed a memorandum dated September 23, 2021.

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

At the August 16 and September 7, 2021 City Council meetings, the Council voted to continue consideration of the proposal until October 4. The continuances were granted to allow the petitioner, M/I Homes, and its development team to research and prepare a site development scenario that moved the above-ground stormwater basin to the north end of the property. The petitioner did so and met with City staff, including the Engineering Division, on Friday, August 20, and Tuesday, September 14, to discuss and review.

While the petitioner has provided this concept for information, they have not altered their overall request. They propose the stormwater basin remain where it had been initially presented: in the southeast portion of the site. However, the petitioner has altered their submission in the following ways since the last full discussion and presentation:

- An additional 23 visitor parking spaces have been added. These spaces are interspersed through the development. The parking count is now 250 garage spaces, or two per unit, plus 59 visitor parking spaces – increased from 36 previously – for 309 total, in excess of the Zoning Ordinance’s baseline requirement of 282 spaces (Section 12-9-7).
- The plans now label a newly constructed eight-foot fence at the rear/north lot line.

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- square-foot common area oriented north-south between the buildings in the southwest portion. In the southeast portion, a stormwater detention area (“dry” basin, not a pond) of approximately 69,050-square feet (1.6 acres), with 22 adjacent surface visitor parking spaces. Thirty-seven additional visitor spaces are interspersed through the development for a visitor total of 59, which in addition to the 250 indoor spaces for each of the 125 units would amount to a full total of 309, exceeding the minimum requirement of Section 12-9-7 (282 spaces).

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

Considering the large scale of the redevelopment, the proposal is somewhat restrained in tree removal. According to the petitioner, healthy trees in the existing row at the north lot line will be preserved and augmented where possible, although constructing a new 8-foot-tall fence will require some removal. 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 exceptions under Section 12-3-5 from the regulations for the proposed R-3 district:

- Minimum lot area: Seventy-nine units are proposed with a lot area of 923 square feet, and 46 units are proposed at 1,038 square feet. The proposed lot

area for each unit includes only the livable space inside the building and a small landscaped front yard. All other area in the development (e.g. open space, 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.

- Maximum fence height: Pursuant to Section 12-8-2.A., the maximum height of a residential fence is 6 feet. The petitioner proposes 8 feet for the full length of the rear/north lot line.

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. This plan necessitated a rear-yard exception. However, after listening to input at the public hearing, the petitioner revised the drawings to shift 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 northsouth 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 final conclusion of the petitioner’s traffic report is that the existing roadway system can absorb the new traffic and activity created by the development. The Illinois Department of Transportation (IDOT), citing existing signalized intersections at Lee Street and Webster Lane (1,600 feet apart), does not support the creation of an additional signalized intersection at Oakton. Pedestrians would be required to use the sidewalk on the north side of Oakton before reaching a marked crossing, approximately 700-800 feet in each direction (three-to-five-minute walk for an able-bodied person). However, to accommodate walking to shopping, particularly for groceries at Jewel-Osco, a pedestrian opening is proposed at the east lot line, near the detention pond.

**Map Amendment & Conditional Use (with Final PUD Plat)**

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.

Other than the minimum-lot-area-per-unit and fence height exceptions, the proposed development would meet all other R-3 bulk regulations as excerpted in this table:

**Bulk Regulations for R-3 Townhouse Residential**

<b>Yard</b>	<b>Required</b>	<b>Proposed</b>
Front Yard (South)	Min.: 25 Feet	25 Feet

Rear Yard (North)*	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)

### **Tentative Plat of Subdivision**

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. Further, under Section 13-4 the Subdivision Regulations require park land dedication and/or fee-in-lieu, although proposed private open space could provide a partial offset.

The existing property contains eight lots, which would be divided into lots for each individual townhouse unit (125), plus six lots for common areas, private drives, and the stormwater detention area for a total of 131. The new subdivision will encompass the entire 11.2-acres of the site. The petitioner's Tentative Plat shows that the size of each townhouse parcel will vary from 923 square feet in size for interior units to 1,038 square feet in size for end units. The Tentative Plat also shows the following existing easements: (i) a 13-foot Public Utility Easement and 20-foot building line on both sides of Executive Way throughout the development; (ii) a 13-foot Public Utility Easement and 20-foot building line on both sides of Times Drive throughout the development; (iii) a 20-foot building line along Oakton Street on the south side of the lot; (iv) a ten-foot electric and telephone easement and 24-foot ingress, egress, and driveway easement behind the commercial development on the south side of the lot; (v) a 23-foot public utility easement along the existing drive aisle east of the proposed detention area; (vi) a 15-foot public utility easement along the east property line of the development; and (vii) a five-foot public utility easement located along the north property line of the development. The proposed tentative plat illustrates vacations of portions of Executive Way and Times Drive with their respective easements.

### **Vacation of Public Streets (with Final PUD and Subdivision Plats)**

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 recommended (4-0) that the City Council approve the requests with conditions. If the City Council chooses to approve 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, staff recommends the approval be subject to the following:

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

Resident Mike Benziger expressed his concern regarding the distance of the development to the Wicke Ave property lines.

Moved by Moylan, seconded by Chester, to Approve the Ordinance Z-40-21, AN ORDINANCE APPROVING A PRELIMINARY PLANNED UNIT DEVELOPMENT, TENTATIVE PLAT OF SUBDIVISION, AND MAP AMENDMENT FOR 1050 EAST OAKTON STREET, 1000-1100 EXECUTIVE WAY, AND 1555 TIMES DRIVE (CASE #21-019-PPUD-TSUB-MAP-CU).

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Zadrozny,  
Chester, Smith, Ebrahimi

NAYS: 1 - Brookman

ABSENT: 0 - None

Motion declared carried.

Advanced to second reading by Moylan, seconded by Chester, to Adopt the Ordinance Z-40-21, AN ORDINANCE APPROVING A PRELIMINARY PLANNED UNIT DEVELOPMENT, TENTATIVE PLAT OF SUBDIVISION, AND MAP AMENDMENT FOR 1050 EAST OAKTON STREET, 1000-1100 EXECUTIVE WAY, AND 1555 TIMES DRIVE (CASE #21-019-PPUD-TSUB-MAP-CU).

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Zadrozny,  
Chester, Smith, Ebrahimi

NAYS: 1 - Brookman

ABSENT: 0 - None

Motion declared carried.

**CONSIDER**  
**MAJOR**  
**VARIATION TO**  
**EXCEED MAX**  
**AREA**  
**PERMITTED FOR**  
**A DETACHED**  
**GARAGE AT 1316**  
**WEBFORD AVE**  
**Ordinance**  
**Z-47-21**

Director of Community and Economic Development Carlisle reviewed a memorandum dated September 23, 2021.

The petitioner, Chris Colldock, is requesting a major variation to allow for a 916-square-foot detached garage in the R-1, Single Family Residential District at 1316 Webford Avenue where a maximum area for a detached garage in a residential zoning district is 720 square feet. The subject property is located along Webford Avenue near Downtown Des Plaines and backs up to the Metra railroad. The property is 13,650 square feet (0.31 acres) in size and currently consists of a one-story residence, patio area, detached garage, and driveway area. The existing one-car detached garage is approximately 337 square feet in size, is located 3.67 feet from the east property line, and is setback approximately 33.37 feet from the north property line.

The petitioner is proposing to construct a one-story, 916-square foot detached garage with an 18-foot-wide garage door. The proposed garage will be setback 5'-6" off the east property line and 19'-2" off the north property line to meet the minimum five-foot setback requirement for detached garages. The petitioner is requesting the over-sized detached garage to accommodate additional vehicles, yard equipment, seasonal furniture, and personal workbench for residence maintenance on the property in an enclosed structure, which is not possible in the existing one-car garage. The proposal would replace the existing detached garage with the new 916-square-foot detached garage setback further from the property lines but without any changes to access. The existing gravel driveway leading from the front property line to the existing detached garage does not comply with current code. If approval is recommended for this request, staff is adding a condition that the gravel driveway is improved with a dust-free hard surface in compliance with all applicable City of Des Plaines codes.

The petitioner's request to allow for a detached garage that exceeds the 720 square foot maximum for a detached garage in a residential area constitutes the need for a major variation to Section 12-8-1(C) of the 1998 Des Plaines Zoning Ordinance.

The Planning and Zoning Board recommended (6-0) that the City Council approve the request with Staff's provided condition. Staff recommends denial of the requested variation. However, staff provides a positive recommendation based on Planning and Zoning Board consideration with the following condition:

1. That the existing gravel driveway is improved with a dust-free hard surface in compliance with all applicable City of Des Plaines codes

Moved by Oskerka, seconded by Brookman, to Approve the Ordinance Z-47-21, AN ORDINANCE APPROVING A MAJOR VARIATION FROM SECTION 12-8-1.C OF THE CITY OF DES PLAINES ZONING ORDINANCE TO ALLOW AN OVERSIZED DETACHED GARAGE AT 1316 WEBFORD AVENUE, DES PLAINES, ILLINOIS (CASE #21-016-V).

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

Advanced to second reading by Oskerka, seconded by Chester, to Adopt the Ordinance Z-47-21, AN ORDINANCE APPROVING A MAJOR VARIATION FROM SECTION 12-8-1.C OF THE CITY OF DES PLAINES ZONING ORDINANCE TO ALLOW AN OVERSIZED DETACHED GARAGE AT 1316 WEBFORD AVENUE, DES PLAINES, ILLINOIS (CASE #21-016-V).

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

**CONSIDER**  
**CONDITIONAL**  
**USE AND**  
**VARIATIONS FOR**  
**A CONVENIENCE**  
**MART FUELING**  
**CENTER USE AT**  
**2000 MANNHEIM**  
**RD**  
**Ordinance**  
**Z-48-21**

Director of Community and Economic Development Carlisle reviewed a memorandum dated September 23, 2021.

The petitioner, Henry Patel, with the assistance of architect Ronald J. Ambrose, has requested a Conditional Use Permit for a Convenience Mart Fueling Station Use at 2000 Mannheim Road. The subject property is a double frontage lot on the southwest corner of the Mannheim Road/Howard Avenue intersection, which fronts Mannheim Road to the east, Howard Avenue to the north, and Chestnut Street to the west. The property is within the C-3 General Commercial district, where a Convenience Mart Fueling Station is a conditional use. Access to the subject property is available off Mannheim Road and Howard Avenue, each with two curb cuts. There is no available property access off Chestnut Street.

The existing one-story, 2,610-square-foot building consists of a small lobby area with counter, a restroom, utility room, cooler, and car wash tunnel. The petitioner wishes to renovate the existing floor plan by removing the car wash tunnel to make room for the convenience mart, adding an office, and adding a storage room. The petitioner does not propose to make façade and finishing changes to the building's exterior with the exception of the masonry in-fill areas on the east (front) and west (rear) elevations of the building where the existing car wash is located and retain the existing building material and façade finishes on the remainder of the building. The petitioner's proposal includes site improvements such as the addition of landscaping along the perimeter of the west and north parking lot area, five new parking spaces on the east side of the property, and new dumpster enclosure. Staff has added a condition that the dumpster enclosure meets the requirements of Section 12-10-11 of the Zoning Ordinance.

The proposed floor plan includes a 1,929-square-foot retail area, 100-square-foot office, freezer, and storage area. The following parking regulations apply to automotive fuel stations pursuant to Section 12-9-7 of the Zoning Ordinance:

- One parking space for every 200 square feet of accessory retail area; and
- Two parking spaces provided at each fuel pump.

A total of 24 off-street parking spaces are required, including two handicap accessible parking spaces. The Site Plan/Landscape Plan provides 25 spaces including two spaces per fuel pump, and 11 spaces next to the building to serve the retail. The Site Plan does not designate the two required accessible parking spaces. Staff has added a condition that the petitioner's site plan submitted at the time of building permitting contain accessible parking, with the required striping and dimensions.

The convenience mart fueling station will be open 24 hours a day Monday through Sunday. The proposed convenience mart is intended to sell beer, liquor, and similar items, per the hours and other limitations on liquor licenses. The petitioner will have to obtain or update all necessary local and state licenses necessary to sell alcohol and tobacco. A maximum of two employees will be on site at a given time.

The façade alterations make the project subject to the Building Design Review requirements of Section 12-3-11. The closure of the car wash tunnel naturally leads to larger walls, which the petitioner is proposing to enclose with a mixture of windows (i.e. transparency) and brick. However, Section 12-3-11.D.1.a-b, street-facing facades have maximum requirements for what can be windowless. This project will exceed 30 percent of rectangular area of blank wall on the west façade (facing Chestnut), as well as having a windowless area with a horizontal distance greater than 15 feet. The petitioner contends that complying with the strict adherence is not practical, given that the building is existing and the project moves it closer toward – but not fully – compliant.

The PZB recommended (6-0) that the City Council approve the request with conditions. Similarly, staff recommends approval of the requests via Ordinance Z-48-21, which approves a conditional use, subject to the following conditions.

Conditions of Approval:

1. The petitioner shall revise the site plan to be submitted at the time of building permitting to add the necessary accessible parking spaces.
2. Plans for the dumpster enclosure in compliance with Section 12-10-11 of the Zoning Ordinance shall be submitted to staff at time of building permit.
3. A Photometric Plan in compliance with Section 12-12-10 of the Zoning Ordinance shall be submitted to staff at time of building permit.
4. No vehicles or materials shall be stored on site at any time.

Moved by Brookman, seconded by Moylan, to Approve the Ordinance Z-48-21, AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT AND MAJOR VARIATION FOR A CONVENIENCE MART FUELING STATION USE AT 2000 MANNHEIM ROAD, DES PLAINES, ILLINOIS.

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

### **LEGAL & LICENSING**– Alderman Brookman, Chair

Media Services Director Vana reviewed a memorandum dated September 16, 2021.

The City's franchise agreement with Comcast has expired. The City and Comcast desire to enter into a new 10-year Agreement. The Agreement authorizes Comcast to construct and operate a cable system in the City's Rights of Way and pay to the City a franchise fee in an amount equal to five percent (5%) of annual gross revenues received from providing cable service in the Des Plaines franchise area. The Agreement also provides the City with Public, Educational and Governmental ("PEG") Access

### **CONSIDER** **APPROVING A** **FRANCHISE** **AGREEMENT** **WITH COMCAST** **OF ILLINOIS XI,** **LLC** **Resolution**



**R-154-21**

Programming (Channels 17 and 24) and authorizes the collection of a PEG Capital Fee of up to thirty-five cents (\$0.35) per customer per month for the City to spend exclusively on PEG Access Channel facilities and/or equipment (as allowed under federal and state laws).

Staff recommends the City Council approve of the Franchise Agreement with Comcast and approve the collection of a Franchise Fee in an amount equal to five percent (5%) of Comcast's annual gross revenues in the franchise area and a new \$0.35 (maximum) per customer per month PEG Access Support Fee for the City to spend exclusively on PEG Access Channel facilities and/or equipment.

Moved by Oskerka, seconded by Lysakowski, to approve the Resolution R-154-21, A RESOLUTION APPROVING A FRANCHISE AGREEMENT WITH COMCAST OF ILLINOIS XI, LLC.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Zadrozny,  
Brookman, Smith, Ebrahimi

NAYS: 1 - Chester

ABSENT: 0 - None

Motion declared carried.

**CONSIDER**  
**AMENDING**  
**CHAPTER 12 OF**  
**TITLE 15 OF THE**  
**CITY OF DES**  
**PLAINES CITY**  
**CODE TO**  
**ESTABLISH AND**  
**IMPOSE A**  
**PUBLIC,**  
**EDUCATIONAL,**  
**AND**  
**GOVERNMENTAL**  
**ACCESS**  
**SUPPORT FEE**  
**Ordinance**  
**M-15-21**

Media Services Director Vana reviewed a memorandum dated September 16, 2021.

The City operates two separate TV channels on Comcast, Wide Open West (WOW) and AT&T – Des Plaines Government Access Channel 17 and Public Access Channel 24. The live broadcasting and webcasting of City Council meetings and broadcasting of other video programming require high-tech equipment and infrastructure. Media Services estimates that current PEG capital needs are more than \$200,000 over the next three to five years.

Pursuant to the U.S. Cable Act and authorized by the Illinois Cable and Video Competition Law, units of government can impose by Ordinance the collection of a PEG Access Support Fee from franchise holders providing cable and video service in the City for capital costs associated with PEG access.

The amount of the PEG Access Support Fee imposed by this Ordinance shall be one percent (1%) of the gross revenues for AT&T and WOW, and up to \$0.35 per subscriber per month for Comcast.

The City currently collects a PEG Capital Fee from WOW, which generated \$18,168.09 in 2020. If approved by Council, the City will begin collecting up to \$0.35 per customer per month from Comcast and similarly request collection of a PEG Fee from AT&T. The total potential revenue from these PEG Fees is approximately \$81,168 annually.

Staff recommends the City Council approval of Ordinance Amending Chapter 12 of Title 15 of the City of Des Plaines City Code to Establish and Impose a Public, Educational, and Governmental (PEG) Access Support Fee.

Moved by Oskerka, seconded by Lysakowski, to Approve the Ordinance M-15-21, AN ORDINANCE AMENDING CHAPTER 12 OF TITLE 15 OF THE CITY OF DES PLAINES CITY CODE TO ESTABLISH AND IMPOSE A PUBLIC, EDUCATIONAL, AND GOVERNMENTAL ACCESS SUPPORT FEE.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Zadrozny,  
Brookman, Smith, Ebrahimi

NAYS: 1 - Chester

ABSENT: 0 - None

Motion declared carried.

**CONSIDER**  
**APPROVING AN**  
**AGREEMENT**  
**WITH KEY CODE**  
**MEDIA, INC FOR**  
**MEDIA SERVICES**  
**CONTROL ROOM**  
**UPGRADES**  
**Resolution**  
**R-155-21**

Media Services Director Vana reviewed a memorandum dated September 16, 2021.

The City contracted with Key Code Media in 2020 to evaluate the City's Media Control Room and develop recommendations and solutions for upgrading equipment and technology. Key Code submitted a recommended plan over three phases. Media Services used the Key Code recommendations to develop a long-term capital plan outlining a procurement/replacement schedule for purposes of planning and budgeting (which also includes additional video production equipment and software separate from the control room). If approved by the City Council, any future purchases will be able to be funded using PEG Access Support Fee Revenue.

The City issued an RFP in July 2021 for the first phase of Control Room Upgrades. There were two responsive bids – Key Code in the amount of \$61,624.00 and OSA International, Inc. in the amount of \$84,977.82.

The first phase of the project includes replacing the switcher (Tricaster), along with other necessary integration equipment (router, monitors, etc). The existing switcher has experienced multiple failures, and is no longer reliable. This procurement will resolve these issues and upgrade key control room equipment for the next five to eight years.

Staff recommends the City Council award the Bid for Media Services Control Room Upgrades to Key Code Media, Inc. in the amount of \$61,624.00 to be funded from Media Services/Contractual Services, and approve the Professional Services Agreement between the City and Key Code Media.

Moved by Oskerka, seconded by Lysakowski, to approve the Resolution R-155-21, A RESOLUTION APPROVING AN AGREEMENT WITH KEY CODE MEDIA, INC FOR MEDIA SERVICES CONTROL ROOM UPGRADES.

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

**OTHER MAYOR/**  
**ALDERMEN**  
**COMMENTS FOR**

Mayor Goczkowski added if residents are seeking further City information and updates, the Mayor and several Aldermen have newsletters which individuals can subscribe at [desplaines.org/mycity](http://desplaines.org/mycity).

**THE GOOD OF  
THE ORDER**

**ADJOURNMENT**

Moved by Brookman, seconded by Oskerka to adjourn the meeting. The meeting adjourned at 8:17 p.m.

---

Jessica M. Mastalski – City Clerk

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

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

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Andrew Goczkowski, MAYOR



## MEDIA SERVICES

1420 Miner Street  
 Des Plaines, IL 60016  
 P: 847.391.5312  
 desplaines.org

### MEMORANDUM

Date: September 16, 2021

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

From: Jennie Vana, Media Services Director JV

Subject: Ordinance Amending Chapter 12 of Title 15 of the City of Des Plaines City Code to Establish and Impose a Public, Educational, and Governmental (PEG) Access Support Fee

**Issue:** The City desires to amend Chapter 12 of Title 15 of the City Code to establish and impose a Public, Educational, and Governmental (PEG) Access Support Fee to generate revenue to fund needed capital and equipment costs associated with the City's two TV channels.

**Analysis:** The City operates two separate TV channels on Comcast, Wide Open West (WOW) and AT&T – Des Plaines Government Access Channel 17 and Public Access Channel 24. The live broadcasting and webcasting of City Council meetings and broadcasting of other video programming require high-tech equipment and infrastructure. Media Services estimates that current PEG capital needs are more than \$200,000 over the next three to five years.

Pursuant to the U.S. Cable Act and authorized by the Illinois Cable and Video Competition Law, units of government can impose by Ordinance the collection of a PEG Access Support Fee from franchise holders providing cable and video service in the City for capital costs associated with PEG access.

The amount of the PEG Access Support Fee imposed by this Ordinance shall be one percent (1%) of the gross revenues for AT&T and WOW, and up to \$0.35 per subscriber per month for Comcast.

The City currently collects a PEG Capital Fee from WOW, which generated \$18,168.09 in 2020. If approved by Council, the City will begin collecting up to \$0.35 per customer per month from Comcast and similarly request collection of a PEG Fee from AT&T. The total potential revenue from these PEG Fees is approximately \$81,168 annually.

Municipalities and counties across the region and country are using this revenue stream to fund necessary PEG investments in order to meet their communications and transparency goals. Locally, out of 16 municipalities evaluated, nine are currently collecting PEG Support Access Fees.

**Recommendation:** I recommend City Council approval of Ordinance Amending Chapter 12 of Title 15 of the City of Des Plaines City Code to Establish and Impose a Public, Educational, and Governmental (PEG) Access Support Fee.

***Attachment:***  
Ordinance M-15-21

CITY OF DES PLAINES

ORDINANCE M - 15 - 21

**AN ORDINANCE AMENDING CHAPTER 12 OF TITLE 15 OF THE CITY OF DES PLAINES CITY CODE TO ESTABLISH AND IMPOSE A PUBLIC, EDUCATIONAL, AND GOVERNMENTAL ACCESS SUPPORT FEE.**

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

**WHEREAS**, Chapter 12 of Title 15 of the City Code of the City of Des Plaines, as amended ("*City Code*"), establishes and imposes a cable/video service provider fee pursuant to the Illinois Cable and Video Competition Law of 2007 (220 ILCS 5/21-100 *et seq.*); and

**WHEREAS**, the City desires to amend Chapter 12 of Title 15 of the City Code to establish and impose a Public, Educational, and Governmental Access Support Fee ("*PEG Fee*") as authorized by Section 21-801 of the Illinois Cable and Video Competition Law ("*Amendment*"); and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to approve the Amendment and 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. PEG FEE IMPOSED.** Chapter 12, titled "Cable/Video Service Provider Fee," of Title 15, titled "Municipal Taxes," of the City Code is hereby amended as follows to impose a PEG Fee [added text **bold and double underlined**; deleted text ~~struck through~~]:

**"CHAPTER 12  
CABLE/VIDEO SERVICE PROVIDER AND PUBLIC, GOVERNMENTAL, AND  
EDUCATIONAL ACCESS SUPPORT FEE-FEES**

\* \* \*

**15-12-1: DEFINITIONS.**

\* \* \*

**PEG: Public, education and governmental.**

**PEG ACCESS SUPPORT FEE: The amount paid pursuant to this Chapter and 220 ILCS 5/21-801 by the holder to the City for the service areas within its territorial jurisdiction.**

\* \* \*

**15-12-3: PEG ACCESS SUPPORT FEE IMPOSED.**

**A. PEG Access Support Fee Imposed. A PEG access support fee is imposed on any holder providing cable service or video service in the City in addition to the fee imposed pursuant to Section 15-12-2 of this Chapter.**

**B. Amount of Fee. The amount of the PEG access support fee imposed pursuant to this section 15-12-3 is one percent (1%) of the holder's gross revenues or up to thirty-five cents (\$0.35) per subscriber per month where such amount is greater than one (1) percent of the holder's gross revenues.**

**C. Payment. The holder must pay the PEG access support fee to the City or to the entity designated by the City to manage PEG access.**

**D. Payment Date. The payment of the PEG access support fee is due on a quarterly basis, 45 days after the close of the calendar quarter. If mailed, the fee is considered paid on the date it is postmarked. Each payment must include a statement explaining the basis for the calculation of the fee.**

**E. Credit for the Other Payments. An incumbent cable operator that elects to terminate an existing agreement pursuant to 220 ILCS 5/21-301(C) must pay, at the time they would have been due, all monetary payments for PEG access that would have been due during the remaining term of the agreement had it not been terminated pursuant to that section. All payments made by an incumbent cable operator pursuant to the previous sentence may be credited against the fees that that operator owes pursuant to Section 15-12-3(B) of this Chapter.**

\* \* \*

**15-12-4 15-12-3: APPLICABLE PRINCIPLES**

\* \* \*

**15-12-5 15-12-4: NO IMPACT ON OTHER TAXES DUE FROM HOLDER**

\* \* \*

**15-12-6 ~~15-12-5~~: AUDITS OF CABLE/VIDEO SERVICE PROVIDER**

\* \* \*

**15-12-7 ~~15-12-6~~: LATE FEES/PAYMENTS**

\* \* \*

**SECTION 3. SEVERABILITY.** If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

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

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

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

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

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

ATTEST:

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

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

Approved as to form:

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

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





FINANCE DEPARTMENT

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

MEMORANDUM

Date: October 6, 2021  
To: Michael G. Bartholomew, City Manager  
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance  
Subject: Resolution R-169-21, October 18, 2021 Warrant Register

**Recommendation:** I recommend that the City Council approve the October 18, 2021 Warrant Register Resolution R-169-21.

Warrant Register.....\$3,831,309.80

**Estimated General Fund Balance**  
Balance as of 08/31/2021: \$33,158,893  
*Please use caution when evaluating this number as revenues fluctuate dramatically from month to month due to delays in receiving sales tax revenue from the State and 1<sup>st</sup> & 2<sup>nd</sup> installments of property tax revenue.*

**CITY OF DES PLAINES**

**RESOLUTION**

**R-169-21**

**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.**

**October 18, 2021**

# City of Des Plaines

## Warrant Register 10/18/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 100 - General Fund</b>					
<b>Department: 00 - Non Departmental</b>					
1	4400	Building Permits	8478 Lunkes Construction Inc	Refund - 9/27/21 Plan Review Refund - Permit 2021-04000058 - Issued 8/6/2021	495.00
<b>Total 00 - Non Departmental</b>					<b>495.00</b>

<b>Elected Office</b>						
<b>Division: 110 - Legislative</b>						
2	5310	Membership Dues	1532 Des Plaines Chamber of Commerce & Industry	20102	2021-2022 Membership Dues - Citywide	370.00
3	6000	Professional Services	8452 Anderson Legislative Consulting LTD	09-2021	Lobbyist Services - September 2021 - R-130-21	5,420.00
4	6015	Communication Services	1552 Verizon Wireless	9888385323	Communication Service 08/14-09/13/2021	435.38
<b>Total 110 - Legislative</b>					<b>6,225.38</b>	

<b>City Clerk</b>						
<b>Division: 120 - City Clerk</b>						
5	6015	Communication Services	1552 Verizon Wireless	9888385323	Communication Service 08/14-09/13/2021	42.40
6	7000	Office Supplies	1644 Warehouse Direct Inc	5054192-0	Calendars, Desk Pad, Organizing Hooks, Duster	182.04
<b>Total 120 - City Clerk</b>					<b>224.44</b>	

<b>Total 10 - Elected Office</b>					<b>6,449.82</b>
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<b>City Administration</b>						
<b>Division: 210 - City Manager</b>						
7	6015	Communication Services	1552 Verizon Wireless	9888385323	Communication Service 08/14-09/13/2021	42.40
8	7000	Office Supplies	1644 Warehouse Direct Inc	5059832-0	Copy Paper, Paper Clips, Markers	129.45
<b>Total 210 - City Manager</b>					<b>171.85</b>	

<b>Legal</b>						
<b>Division: 220 - Legal</b>						
9	6005	Legal Fees	8133 Elrod Friedman LLP	5426	8-21 Property Enforcement Matters	2,208.00
10	6005	Legal Fees	8133 Elrod Friedman LLP	5435	8-21 Non-Retainer Matters	1,532.50
11	6005	Legal Fees	8133 Elrod Friedman LLP	5438	8-21 Non-Retainer Litigation	637.50
12	6005	Legal Fees	8133 Elrod Friedman LLP	5440	8-21 Non-Retainer PSEBA Proceedings	1,608.57
13	6005	Legal Fees	8133 Elrod Friedman LLP	AUG 2021 RET	August 2021 Retainer	18,500.00
14	6009	Legal Fees - Admin Hearings/Prosecutions	1073 Bartel, Raymond	21-18	Legal Fees - Administrative Hearings & Traffic Court Sept 2021	1,755.00
15	6010	Legal Fees - Labor & Employment	8133 Elrod Friedman LLP	5434	8-21 Non-Retainer PSEBA Proceedings	256.50
<b>Total 220 - Legal</b>					<b>26,498.07</b>	

# City of Des Plaines

## Warrant Register 10/18/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Division: 230 - Information Technology</b>					
16	6000	Professional Services	4288 Burwood Group Incorporated	PS-15955-K0K6 UC Support-Troubleshooting 08/02-08/06/2021	4,750.00
17	6015	Communication Services	1552 Verizon Wireless	9888385323 Communication Service 08/14- 09/13/2021	297.65
<b>Total 230 - Information Technology</b>					<b>5,047.65</b>

<b>Division: 240 - Media Services</b>					
18	6015	Communication Services	1552 Verizon Wireless	9888385323 Communication Service 08/14- 09/13/2021	158.21
19	6108	Public Relations & Communications	1050 Journal & Topics Newspapers	186360 Des Plaines Theater Advertisement 09/08/2021	1,350.00
20	6110	Printing Services	1106 Chromatech Printing Inc	9066/26115 2022 Proposed Budget Books 09/21/2021 - 20 Sets	1,800.00
21	6195	Miscellaneous Contractual Services	1801 Petty Cash	Finance 06/24/21 Replenish Petty Cash 05/05/2020-06/10/2021 - Finance	22.00
<b>Total 240 - Media Services</b>					<b>3,330.21</b>

<b>Division: 250 - Human Resources</b>					
22	5340	Pre-Employment Testing	1267 Northwest Community Hospital	24588 Pre-Employment Physical 2 PW 08/12/21 & 08/19/21	485.00
23	5345	Post-Employment Testing	7857 Language Testing International Inc	L48887-IN Language Testing 1 Polish, 1 Spanish-2 Employees 8/23 & 8/30/21	248.00
24	5560	Unemployment Claims	2243 Sedgwick CMS	420002339153 Unemployment Insurance 10/19/2021-01/18/2022	550.00
25	6015	Communication Services	1552 Verizon Wireless	9888385323 Communication Service 08/14- 09/13/2021	42.40
26	7000	Office Supplies	1644 Warehouse Direct Inc	5058860-0 HR Office Supplies - 3 Packages of Index Cards	7.26
27	7500	Postage & Parcel	1801 Petty Cash	Finance 06/24/21 Replenish Petty Cash 05/05/2020-06/10/2021 - Finance	16.41
<b>Total 250 - Human Resources</b>					<b>1,349.07</b>

<b>Total 20 - City Administration</b>					<b>36,396.85</b>
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<b>Department: 30 - Finance</b>					
28	6015	Communication Services	1552 Verizon Wireless	9888385323 Communication Service 08/14- 09/13/2021	99.63
29	7000	Office Supplies	1644 Warehouse Direct Inc	5052474-0 2 Ctns of Copy Paper, 72 Sets of Binder Indexes, Etc.	178.25
30	7200	Other Supplies	1644 Warehouse Direct Inc	5052474-0 2 Ctns of Copy Paper, 72 Sets of Binder Indexes, Etc.	8.22
31	7200	Other Supplies	1644 Warehouse Direct Inc	5052474-1 4 Boxes of Plasticware	16.24
32	7200	Other Supplies	1801 Petty Cash	Finance 06/24/21 Replenish Petty Cash 05/05/2020-06/10/2021 - Finance	73.07
<b>Total 30 - Finance</b>					<b>375.41</b>

# City of Des Plaines

## Warrant Register 10/18/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Community Development</b>						
<b>Division: 410 - Building &amp; Code Enforcement</b>						
33	6000	Professional Services	6555 Landscape Concepts Management Inc	10492	Emergency Tree Removal 08/31/2021 - Storm Damage	1,564.00
34	6000	Professional Services	3337 HR Green Inc	146634	Building Services/Inspections- 8/1/2021-8/31/2021	7,255.00
35	6000	Professional Services	6315 B&F Construction Code Services Inc	56815	Plan Review - 7/23/21 - Project # 1123599	260.81
36	6005	Legal Fees	8133 Elrod Friedman LLP	5419	8-21 Non-Retainer Matters	75.00
37	6005	Legal Fees	8133 Elrod Friedman LLP	5427	8-21 Property Enforcement Matters	51.00
38	6005	Legal Fees	8133 Elrod Friedman LLP	5429	8-21 Property Enforcement Matters	855.00
39	6005	Legal Fees	8133 Elrod Friedman LLP	5430	8-21 Property Enforcement Matters	1,083.00
40	6015	Communication Services	1552 Verizon Wireless	9888385323	Communication Service 08/14-09/13/2021	411.26
41	6195	Miscellaneous Contractual Services	3013 Clauss Brothers Inc	27157	Nuisance Abatement - 45 Properties - 8/1/21-8/31/21	7,473.81
42	7000	Office Supplies	1644 Warehouse Direct Inc	5056494-0	Box of Copy Paper, Calendars, Pens	42.84
<b>Total 410 - Building &amp; Code Enforcement</b>					<b>19,071.72</b>	

<b>Division: 420 - Planning &amp; Zoning</b>						
43	6005	Legal Fees	8133 Elrod Friedman LLP	5421	8-21 Non-Retainer Matters	2,180.00
44	6005	Legal Fees	8133 Elrod Friedman LLP	5665	8-21 Non-Retainer Matters	51.05
45	6015	Communication Services	1552 Verizon Wireless	9888385323	Communication Service 08/14-09/13/2021	42.40
46	6100	Publication of Notices	1050 Journal & Topics Newspapers	186330	Public Notice for 9/28/21 PZB Mtg-Published 9/8/21	83.09
47	7000	Office Supplies	1644 Warehouse Direct Inc	5056494-0	Box of Copy Paper, Calendars, Pens	61.41
<b>Total 420 - Planning &amp; Zoning</b>					<b>2,417.95</b>	

<b>Division: 430 - Economic Development</b>						
48	6000	Professional Services	1332 Kane McKenna & Associates	18094	TIF Consulting Serv - Document Prep, Mtgs, Research-Aug 2021	1,150.00
49	6005	Legal Fees	8133 Elrod Friedman LLP	5413	8-21 Non-Retainer Matters	330.00
50	6005	Legal Fees	8133 Elrod Friedman LLP	5439	8-21 Non-Retainer Matters	357.50
51	6015	Communication Services	1552 Verizon Wireless	9888385323	Communication Service 08/14-09/13/2021	32.40
<b>Total 430 - Economic Development</b>					<b>1,869.90</b>	

<b>Total 40 - Community Development</b>					<b>23,359.57</b>
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<b>Public Works &amp; Engineering</b>						
<b>Division: 100 - Administration</b>						
52	6015	Communication Services	1552 Verizon Wireless	9888385323	Communication Service 08/14-09/13/2021	114.44
<b>Total 100 - Administration</b>					<b>114.44</b>	

# City of Des Plaines

## Warrant Register 10/18/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Division: 510 - Engineering</b>						
53	6015	Communication Services	1552 Verizon Wireless	9888385323	Communication Service 08/14-09/13/2021	246.62
54	7000	Office Supplies	1644 Warehouse Direct Inc	5050293-0	6/Pk Packing Tape	12.08
<b>Total 510 - Engineering</b>					<b>258.70</b>	

<b>Division: 530 - Street Maintenance</b>						
55	6015	Communication Services	1552 Verizon Wireless	9888385323	Communication Service 08/14-09/13/2021	517.00
56	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	86196	1.33 Tons Asphalt & 6.0 Loads Dump Concrete-09/16/2021, R-38-21	300.00
57	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	86420	4.0 Loads Broken Asphalt Disposal - 09/20/2021	350.00
58	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	86514	Disposal of Broken/Grindings Asphalt 09/21/2021	500.00
59	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	10638	34 Tree Removals 09/24/2021- R-169-19	21,214.50
60	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	10644	Emergency Tree Removal Storm Damage 09/17/2021 - R-169-19	2,210.00
61	6195	Miscellaneous Contractual Services	8471 Dura Bilt Fence Company II Inc	13258	Replace Dumpster Enclosure - Metro Square - 09/17/2021	11,125.00
62	6195	Miscellaneous Contractual Services	6026 TNT Landscape Construction Inc	6358	Planting Services - Jefferson St - 09/14/2021, R-4-21	1,647.00
63	6195	Miscellaneous Contractual Services	7706 Lakeshore Recycling Systems LLC	PS400595	Street Sweeping Services - September 2021 - 09/15/2021, R-5-21	16,397.53
64	6325	R&M Street Lights	1044 H&H Electric Co	37440	Streetlight Repair - Mill St - 08/04/2021, R-78-19	194.04
65	6325	R&M Street Lights	1044 H&H Electric Co	37441	Streetlight Repair - Westgate & Washington - 08/10/2021, R-78-19	194.04
66	7020	Supplies - Safety	4640 Albany Steel & Brass Corporation	106436	Cut Resistant Gloves	52.92
67	7020	Supplies - Safety	1520 Russo Power Equipment	SPI10849902	Saw Blade, Friction Ring, Arborist Helmet, & Ear Muffs	154.98
68	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	86485	Tie Off Straps & Tool Hook	16.97
69	7035	Supplies - Equipment R&M	1085 Alexander Equipment Company Inc	181769	Chain Saw Bar & Chain Oil	76.74
70	7035	Supplies - Equipment R&M	1550 Addison Building Material Co	958308	Teflon Tape, Elbow, & Female Coupler - PW 5123	58.56
71	7035	Supplies - Equipment R&M	1103 Casey Equipment Co	P03943	Burner Wand for Asphalt Paver	239.53
72	7035	Supplies - Equipment R&M	1520 Russo Power Equipment	SPI10849902	Saw Blade, Friction Ring, Arborist Helmet, & Ear Muffs	141.96
73	7050	Supplies - Streetscape	4177 Uline Inc	138627107	Trash Receptacle	696.28
74	7050	Supplies - Streetscape	4177 Uline Inc	138872770	Trash Receptacle	696.28
75	7050	Supplies - Streetscape	1047 Home Depot Credit Svcs	9021873	Square Tube, Velcro, & Swivel Bolt	64.36

# City of Des Plaines

## Warrant Register 10/18/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
76	7055	Supplies - Street R&M	5986 Midwest Paving Equipment Inc	2115 Asphalt Equipment Release Agent	1,135.00
77	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	85992 24.28 Tons Asphalt - Willow Ave - 09/14/2021, R-38-21	1,019.76
78	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	86196 1.33 Tons Asphalt & 6.0 Loads Dump Concrete-09/16/2021, R-38-21	55.86
79	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	86712 Asphalt for Potholes; R-38-21	63.84
80	7200	Other Supplies	1057 Menard Incorporated	86196 9 Cases Bottled Water - PW	23.04
81	7320	Equipment < \$5,000	1552 Verizon Wireless	9888385323 Communication Service 08/14-09/13/2021	409.96
<b>Total 530 - Street Maintenance</b>					<b>59,555.15</b>

<b>Division: 535 - Facilities &amp; Grounds Maintenance</b>					
82	6015	Communication Services	1027 Call One	444235 Communication Service 09/15-10/14/2020	58.17
83	6015	Communication Services	1552 Verizon Wireless	9888385323 Communication Service 08/14-09/13/2021	269.97
84	6015	Communication Services	1552 Verizon Wireless	9888385323 Communication Service 08/14-09/13/2021	3.91
85	6145	Custodial Services	8073 Crystal Maintenance Services Corporation	27811 Cleaning Services - October 2021 - 09/15/2021, R-185-19	7,650.00
86	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	09-4214 Exterior Landscape Pest Control - 1856 Illinois - 09/01/2021	65.00
87	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4095998879 Mat Service - Metra Train Station - 09/15/2021	35.00
88	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4096662547 Mat Service - Police Station - 09/22/2021	122.24
89	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4096662585 Mat Service - Metra Train Station - 09/22/2021	35.00
90	6195	Miscellaneous Contractual Services	7146 JOS Services Inc	5054 Plumbing Repairs - Fire Station #62 - 08/23/2021	1,000.00
91	6195	Miscellaneous Contractual Services	7146 JOS Services Inc	5055 Plumbing Repairs - Fire Station #62 - 08/24/2021	1,000.00
92	6315	R&M Buildings & Structures	1025 Bedco Inc	097376 Preventative Maintenance - PW Gun Range - 09/23/2021, R-167-19	115.00
93	6315	R&M Buildings & Structures	8262 Automatic Fire Systems Inc	1912 Backflow Device Testing 08/26/2021 @ Theatre	162.00
94	6315	R&M Buildings & Structures	1748 Novak & Parker Inc	760147 Washing Machine Service Call - Fire Station #62 - 09/01/2021	129.95
95	6315	R&M Buildings & Structures	1237 Pro-Line Door Systems Inc	91161 Overhead Door Repair 09/14/2021 - PW	355.40
96	6315	R&M Buildings & Structures	1237 Pro-Line Door Systems Inc	91197 Garage Door Repair - PW - 09/21/2021	562.72
97	6315	R&M Buildings & Structures	1237 Pro-Line Door Systems Inc	91243 Overhead Door Repair 09/15/2021 - PW	2,247.60

# City of Des Plaines

## Warrant Register 10/18/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
98	7020	Supplies - Safety	4640 Albany Steel & Brass Corporation	106436	Cut Resistant Gloves	52.92
99	7020	Supplies - Safety	1047 Home Depot Credit Svcs	3022743	Respirator, Nitrile Gloves, & Adapter	135.12
100	7025	Supplies - Custodial	1029 Cintas Corporation	4095998929	Cleaners, Paper Towels, Air Freshener, Soap, Mat, Etc. - PW	114.73
101	7025	Supplies - Custodial	1029 Cintas Corporation	4096662541	Scraper, Cleaners, Paper Towels, Mats, Air Freshener, Etc. - PW	225.31
102	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	3451734	Grinding Wheels & Dust Shovel	155.62
103	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	3451735	Probe Kit & Case	80.95
104	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	1220	Sandpaper, Thread Seal, & Jaw Pliers - Fire Station #61	18.93
105	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	1221	Fuse - PW	4.49
106	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	1235	Washer Split Lock, Screws, Corner Brace - PW	9.69
107	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	1236	Conduit Hanger - PW	3.56
108	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	6022282	Light Bulbs & Gorilla Tape - City Hall	128.60
109	7045	Supplies - Building R&M	8454 NAPA Auto Parts	808317	Adapter & Coupler - Fire Station #61	9.60
110	7045	Supplies - Building R&M	1057 Menard Incorporated	86043	Light Bulbs - City Hall	107.68
111	7045	Supplies - Building R&M	1057 Menard Incorporated	86053	LED Bulbs - Fire Station #62	9.99
112	7045	Supplies - Building R&M	1057 Menard Incorporated	86112	Door Repair Parts - PW	2.98
113	7045	Supplies - Building R&M	1057 Menard Incorporated	86246	Plumbing Supplies - Fire Station #61	7.45
114	7045	Supplies - Building R&M	1057 Menard Incorporated	86480	LED Bulbs - Fire Station #61	7.85
115	7045	Supplies - Building R&M	1057 Menard Incorporated	86481	Light Bulbs - Fire Station #61	4.98
116	7045	Supplies - Building R&M	1057 Menard Incorporated	86490	Shoplight, LED Lights, Ant Baits, Drill Bits - PW	149.63
117	7045	Supplies - Building R&M	1057 Menard Incorporated	86500	Oak Board, Screws, Router Bit, Corner Brace - PW	53.70
118	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	9021835	Gas Pipe Repair Parts - Food Pantry	89.34
119	7045	Supplies - Building R&M	1043 WW Grainger Inc	9051811843	New Air Hose Reel - Fire Station #61	497.15
120	7045	Supplies - Building R&M	1043 WW Grainger Inc	9052873230	124 Light Bulbs - City Hall	249.90
121	7045	Supplies - Building R&M	1043 WW Grainger Inc	9056963326	C Batteries - City Hall	9.25
122	7045	Supplies - Building R&M	1043 WW Grainger Inc	9056963334	Solenoid - City Hall	168.32



# City of Des Plaines

## Warrant Register 10/18/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
123	7045	Supplies - Building R&M	1525 Hastings Air-Energy Control Inc	190376	Tailpipe Adapter - Fire Station #61	554.93
124	7140	Electricity	1033 ComEd	0459113083-09/21	Electricity Service 08/12-09/13/2021	6,255.71
125	7140	Electricity	1033 ComEd	2685017085-09/21	Electricity Service 08/04-09/02/2021	125.30
126	7140	Electricity	1033 ComEd	4974385007-09/21	Electricity Service 08/09-09/08/2021	24.19
127	7140	Electricity	1033 ComEd	4974507003-09/21	Electricity Service 08/04-09/02/2021	242.78
128	7140	Electricity	1033 ComEd	5058680019-09/21	Electricity Service 08/04-09/02/2021	32.37
129	7140	Electricity	1033 ComEd	5058681016-09/21	Electricity Service 08/04-09/02/2021	30.56
130	7140	Electricity	1033 ComEd	5310654039-09/21	Electricity Service 08/04-09/02/2021	925.77
131	7140	Electricity	1033 ComEd	5310654039-FINAL	Electricity Service 09/02-09/13/2021 - FINAL	234.40
132	7140	Electricity	1033 ComEd	5310655063-0821A	Electricity Service 06/04-07/06/2021	2,447.28
133	7140	Electricity	1033 ComEd	5310655063-09/21	Electricity Service 08/04-09/02/2021	1,133.90
134	7140	Electricity	1033 ComEd	5310655063-FINAL	Electricity Service 09/02-09/13/2021 - FINAL	240.75
135	7140	Electricity	1033 ComEd	5310666002-09/21	Electricity Service 08/04-09/02/2021	970.27
136	7320	Equipment < \$5,000	1552 Verizon Wireless	9888385323	Communication Service 08/14-09/13/2021	114.98
137	8015	Equipment	7521 United Rentals (North America) Inc	197887561-001	2014 Genie GS-2632 Scissor Lift - 09/08/2021	9,431.00
<b>Total 535 - Facilities &amp; Grounds Maintenance</b>					<b>38,873.89</b>	

Division: 540 - Vehicle Maintenance						
138	6015	Communication Services	1552 Verizon Wireless	9888385323	Communication Service 08/14-09/13/2021	289.73
139	6040	Waste Hauling & Debris Removal	2214 Liberty Tire Recycling	2126616	68 Tires Recycled - 09/16/2021	213.01
140	6040	Waste Hauling & Debris Removal	8076 Excel Oil Service	E0011486	250 Gals Oil Recycling - 08/20/2021	75.00
141	6135	Rentals	1029 Cintas Corporation	4095933459	Mechanic's Uniform Rental - 09/15/2021	183.59
142	6135	Rentals	1029 Cintas Corporation	4096641307	Mechanic's Uniform Rental - 09/22/2021	158.65
143	6195	Miscellaneous Contractual Services	1710 Cumberland Servicercenter Inc	52408	20 Safety Lane Coupons 09/14/2021	276.00
144	6195	Miscellaneous Contractual Services	1741 Praxair Distribution Inc	66128476	Cylinder Rental - 08/20-09/20/2021	709.64
145	6305	R&M Equipment	1154 West Side Tractor Sales	L87479	Hydraulic Leak Repair 08/26-08/27/2021 - PW 5033	522.59
146	6310	R&M Vehicles	4280 Rush Truck Centers of Illinois Inc	3024891522	Oil Change & Engine Repair 09/15/2021 - PW 5080	1,840.35

# City of Des Plaines

## Warrant Register 10/18/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
147	6310	R&M Vehicles	3315 Regional Truck Equipment	56811 Install General Serv Pkg Shelving Kit/Roof Rack-PW 5130 9/24/21	5,569.00
148	6310	R&M Vehicles	3315 Regional Truck Equipment	56812 Installed Safety & Interior Lighting - PW 5130 - 09/25/2021	1,525.00
149	6310	R&M Vehicles	1539 Rex Radiator Sales & Distribution	B136603 Condenser Repair - Fire 7522 - 09/14/2021	95.00
150	6310	R&M Vehicles	5733 Roesch Ford	FOCS178435 A/C Compressor Replace - PD 6090 - 09/17/2021	1,158.94
151	7020	Supplies - Safety	4640 Albany Steel & Brass Corporation	106436 Cut Resistant Gloves	52.92
152	7020	Supplies - Safety	6224 Bumper to Bumper	408-1264935 Fast Orange Hand Soap - PW Stock	20.19
153	7035	Supplies - Equipment R&M	1675 Universal Hydraulic Services & Sales Inc	444471 Hydraulic Pump Motor - PW 5B27	2,250.81
154	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	807693 Filters & Wipers - PW 5033	238.56
155	7035	Supplies - Equipment R&M	1520 Russo Power Equipment	SPI10847869 Gasket Cover & Cover - PW 5126	31.98
156	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W93867 Knob - PW 5033	18.19
157	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W93969 Cylinder & Kit - PW 5033	670.69
158	7040	Supplies - Vehicle R&M	1677 Wholesale Direct Inc	000253411 Plow Markers - PW Stock	1,022.96
159	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_206053 Brake Chamber - Fire 7602	140.69
160	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_209249 Light Boxes & Light Sockets - PW 5080, PW 5067, PW Stock	156.05
161	7040	Supplies - Vehicle R&M	1148 WS Darley & Co	17443760 4 Load Straps - Fire 7708	183.76
162	7040	Supplies - Vehicle R&M	3315 Regional Truck Equipment	228456 Trip Springs & Eye Bolts - PW Stock	188.09
163	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280125621 6 Tires - Fire 7702	2,050.40
164	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1264932 Brake Pads & Rotors - Police 6078	200.40
165	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1265759 Brake Rotors, Calipers, & Pads - Police 6916	501.91
166	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	511345P Transmission Fluid - Police Stock	200.16
167	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	511654P 3 Actuator Motors - Police 6090	80.30
168	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	807691 Fuel Filter Returned - Fire 7607	(21.85)
169	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	807694 Air Filter - Fire Stock	44.44
170	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	808115 Brake Fluid - Fire 7522	21.36

# City of Des Plaines

## Warrant Register 10/18/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
171	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	808393	40 Filters - PW Stock	470.94
172	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	808587	4 Spark Plugs - PW Stock	8.92
173	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	808761	Serpentine Belt - Fire 7706	51.05
174	7040	Supplies - Vehicle R&M	1174 3M Company	9412125750	Reflective Tape Roll - Fire 7801	46.28
175	7040	Supplies - Vehicle R&M	1575 Pirtek O'Hare	OH-T00013298	2 Steel Fittings - Fire 7602	8.58
176	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P11615	Door Latches, Gaskets, Handles, & Rods - Fire 7606	533.44
177	7040	Supplies - Vehicle R&M	4328 Batteries Plus Bulbs (#490)	P43731766	4 Batteries - Fire Stock & PW 2023	468.64
178	7120	Gasoline	8331 Avalon Petroleum Company Inc	572090	Unleaded Fuel 09/21/2021 - R-163-20	10,622.18
179	7130	Diesel	8331 Avalon Petroleum Company Inc	023746	Diesel Fuel 09/21/2021 - R-163-20	3,676.29
180	7320	Equipment < \$5,000	1043 WW Grainger Inc	9047759338	ATF Refill Kit - PW Shop	295.36
181	7320	Equipment < \$5,000	1043 WW Grainger Inc	9053931540	Fluid Evacuator - Shop Equipment	130.26
182	7320	Equipment < \$5,000	1043 WW Grainger Inc	9053931557	Returned ATF Refill Kit - PW Shop	(295.36)
<b>Total 540 - Vehicle Maintenance</b>					<b>36,685.09</b>	

<b>Total 50 - Public Works &amp; Engineering</b>	<b>135,487.27</b>
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Police Department						
Division: 100 - Administration						
183	6015	Communication Services	1552 Verizon Wireless	9888385323	Communication Service 08/14-09/13/2021	178.21
184	7300	Uniforms	1489 JG Uniforms Inc	89009	Embroidery Patches on Chiefs Jacket	22.00
185	7300	Uniforms	1489 JG Uniforms Inc	89139	Polo Shirt L/S- Chief	58.00
<b>Total 100 - Administration</b>					<b>258.21</b>	

Division: 610 - Uniformed Patrol						
186	5325	Training	1261 Northeast Multiregional Training	290714	Ground Fighting Instr. 9/7-9/10/2021 (2 Ofc)	400.00
187	6015	Communication Services	1552 Verizon Wireless	9888385323	Communication Service 08/14-09/13/2021	1,833.97
188	6195	Miscellaneous Contractual Services	1817 Aftermath Inc	JC2021-4729	Bio-Hazard Clean Up 1420 E Miner St 09/19/2021 RD-24971	275.00
189	7300	Uniforms	1489 JG Uniforms Inc	88989	New Officer Uniform Jacket (Inner and Outer Shell)	292.90
190	7300	Uniforms	1489 JG Uniforms Inc	89015	60 Uniform Caps - Stock	1,444.50
<b>Total 610 - Uniformed Patrol</b>					<b>4,246.37</b>	

Division: 620 - Criminal Investigation						
191	6015	Communication Services	1552 Verizon Wireless	9888385323	Communication Service 08/14-09/13/2021	948.34

# City of Des Plaines

## Warrant Register 10/18/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
192	7200	Other Supplies	1644 Warehouse Direct Inc	5060906-1	1 Carton of Plastic Spoons	20.94
<b>Total 620 - Criminal Investigation</b>					<b>969.28</b>	

<b>Division: 630 - Support Services</b>						
193	6015	Communication Services	1680 Pacific Telemanagement Services	2074173	3 Public Pay Phones Monthly Fee October 2021	228.00
194	6015	Communication Services	1552 Verizon Wireless	9888385323	Communication Service 08/14-09/13/2021	476.40
195	6015	Communication Services	1552 Verizon Wireless	9888385323	Communication Service 08/14-09/13/2021	49.96
196	6185	Animal Control	1266 Northwest Animal Hospital PC	00440605	Stray Animal June, July, August 2021 (17)	3,579.00
197	6185	Animal Control	2950 When Nature Calls	3060-40	Nuisance Animal Control 2021 (Year 3 of 3) April 2021	1,989.00
198	6185	Animal Control	2950 When Nature Calls	3060-50	Nuisance Animal Control 2021 (Year 3 of 3) May 2021	2,448.00
199	7000	Office Supplies	1644 Warehouse Direct Inc	5054219-0	Contact Book, Paper Plates, Bowls, Forks, Spoons	4.72
200	7000	Office Supplies	1644 Warehouse Direct Inc	5060655-0	Cartridge Tape, Packing Tape	66.36
201	7000	Office Supplies	1644 Warehouse Direct Inc	5060906-0	Paper, Plastic Spoons	311.36
202	7015	Supplies - Police Range	6851 Axon Enterprise Inc	INUS017300	Taser Cartridges for Training and Cert., X2(100) X26 (100)	6,886.00
203	7200	Other Supplies	2016 Signarama	42435	Office Name Plate (Director of Special Ops)	38.87
204	7200	Other Supplies	1644 Warehouse Direct Inc	5054219-0	Contact Book, Paper Plates, Bowls, Forks, Spoons	151.06
205	7200	Other Supplies	1644 Warehouse Direct Inc	5054219-1	1 Carton of Spoons	20.94
206	7200	Other Supplies	1644 Warehouse Direct Inc	5060906-0	Paper, Plastic Spoons	32.56
207	7200	Other Supplies	8243 Mallory Safety & Supply LLC	5178913	Nitrile Gloves (7 Cases)	1,029.42
208	7200	Other Supplies	8469 Coro Medical	PS-INV137054	32 Pediatric Defibrillator Pads, 5 Electrode Pads	3,302.25
<b>Total 630 - Support Services</b>					<b>20,613.90</b>	

<b>Total 60 - Police Department</b>	<b>26,087.76</b>
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<b>Fire Department</b>						
<b>Division: 100 - Administration</b>						
209	6015	Communication Services	1552 Verizon Wireless	9888385323	Communication Service 08/14-09/13/2021	258.94
210	7300	Uniforms	3212 On Time Embroidery Inc	89471	3 T-Shirts - Deputy Chief	27.00
211	7300	Uniforms	3212 On Time Embroidery Inc	90273	Sentry Shirt - Deputy Chief	48.00
212	7300	Uniforms	3212 On Time Embroidery Inc	91503	2 Dep. Chief Collar Brass, Trousers - Deputy Chief	75.00
213	7300	Uniforms	3212 On Time Embroidery Inc	91507	Alterations - Division Chief	67.00
<b>Total 100 - Administration</b>					<b>475.94</b>	

# City of Des Plaines

## Warrant Register 10/18/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Division: 710 - Emergency Services</b>						
214	5325	Training	1252 NIPSTA	25380056	Rope Rescue Tech. Fall Session 9/21/21-9/24/21-Paramedic	1,100.00
215	5325	Training	1252 NIPSTA	25398025	Company Fire Ofcr Session 7/2, 8/23-8/27, 8/30-9/3/21-Paramedic	1,200.00
216	5325	Training	1252 NIPSTA	25448508	HazMat IC Summer Session 6/2/21-6/3/21 -Paramedic	300.00
217	5325	Training	1252 NIPSTA	25651542	HazMat IC Summer Session 6/2/21-6/3/21 -Lieutenant	300.00
218	5330	In-Service Training	8477 Advocate Lutheran General Hospital	9/10/21 - Fire	Continuing Education August 2020-August 2021- 92 Paramedics	1,920.00
219	5345	Post-Employment Testing	1267 Northwest Community Hospital	24708	Post-Employment Annual Physicals (2 Fire) 08/20/21 & 08/30/21	1,132.00
220	6015	Communication Services	1552 Verizon Wireless	9888385323	Communication Service 08/14-09/13/2021	723.09
221	6015	Communication Services	1552 Verizon Wireless	9888385323	Communication Service 08/14-09/13/2021	756.23
222	6035	Dispatch Services	5067 Regional Emergency Dispatch Center	164-21-10	R-141-13 Monthly Dispatch Service October 2021	61,872.00
223	6305	R&M Equipment	2240 United Radio Communications	102036916-1	Programming Mobile & Spare Radio, Engine 63 - 9/17/21	253.75
224	6305	R&M Equipment	2501 FireService Management LLC	24551	Repairs to Turnout Gear 8/17/21 - Lieutenant	228.04
225	6305	R&M Equipment	2440 DJS Scuba Locker Inc	SSA58726	Annual Testing of Tanks, Regulators & Face Masks- 4/24/21	863.99
226	7000	Office Supplies	1644 Warehouse Direct Inc	5054890-0	3 Packs Post-It Pads, 2 Packs Post-It Notes	46.56
227	7025	Supplies - Custodial	8019 Ferguson Facilities	0345630	5 Liquid Soaps	107.45
228	7025	Supplies - Custodial	8019 Ferguson Facilities	0359843	Scrub Sponges, Cleaners, Car Wash, Grout, Towels, etc.	2,266.25
229	7025	Supplies - Custodial	8019 Ferguson Facilities	0360399	3 Floor Squeegees - Station Wide	168.58
230	7025	Supplies - Custodial	8019 Ferguson Facilities	CM028211	3 Foam Soaps - Credit	(98.85)
231	7200	Other Supplies	3213 Ehrhardt's RV Trailer Sales	168154	2 Keys for TRT Trailer	15.98
232	7200	Other Supplies	1080 Air One Equipment Inc	172829	31 5-Gallon Pails Class A Foam	2,992.50
233	7200	Other Supplies	2843 Vision Marketing Passport System Ltd	1890	114 Board Nametags, 16 Custom Tags - Station Wide	252.45
234	7200	Other Supplies	1147 Zoll Medical Corp	3364786	4 Batteries for AED Monitors	2,079.00
235	7300	Uniforms	3212 On Time Embroidery Inc	88338	2 S/S Polo's - Lieutenant	94.00
236	7300	Uniforms	3212 On Time Embroidery Inc	88383	3 T-Shirts - Paramedic	36.00
237	7300	Uniforms	3212 On Time Embroidery Inc	89624	5 T-Shirts - Paramedic	60.00

# City of Des Plaines

## Warrant Register 10/18/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
238	7300	Uniforms	3212 On Time Embroidery Inc	89826 Jogger Oxford, 4 T-Shirts - Lieutenant	133.00
239	7300	Uniforms	3212 On Time Embroidery Inc	90495 Oxford Shoe, 8 T-Shirts, 5 Polo's - Battalion Chief	371.00
240	7300	Uniforms	3212 On Time Embroidery Inc	91497 Polo, Mock Turtleneck, 7 T-Shirts, 2 L/S T-Shirts, Shorts- Lieutenant	182.00
241	7300	Uniforms	3212 On Time Embroidery Inc	91498 L/S Polo, Station Pants - Engineer	107.00
242	7300	Uniforms	3212 On Time Embroidery Inc	91499 4 T-Shirts, Shorts, Cap, 2 Station Pants, Sweatpants- Paramedic	226.00
243	7300	Uniforms	3212 On Time Embroidery Inc	91500 Baseball Cap - Lieutenant	19.00
244	7300	Uniforms	3212 On Time Embroidery Inc	91502 2 Polo's, 3 T-Shirts, 2 Station Pants - Engineer	232.00
245	7300	Uniforms	3212 On Time Embroidery Inc	91504 3 Polo's, Station Pants, Pocketed Shorts, Polo - Engineer	250.00
246	7300	Uniforms	3212 On Time Embroidery Inc	91505 2 T-Shirts - Paramedic	24.00
247	7300	Uniforms	3212 On Time Embroidery Inc	91506 5 T-Shirts - Lieutenant	45.00
248	7300	Uniforms	3212 On Time Embroidery Inc	91508 4 T-Shirts - Paramedic	48.00
249	7300	Uniforms	3212 On Time Embroidery Inc	91509 4 S/S Polo's - Lieutenant	188.00
250	7300	Uniforms	3212 On Time Embroidery Inc	91510 2 Name Patches Alterations - Lieutenant	24.00
251	7320	Equipment < \$5,000	2240 United Radio Communications	114000114-1 6 Replacement Cables	555.36
252	7320	Equipment < \$5,000	1148 WS Darley & Co	17442842 2 Battle Foggers	2,255.06
253	7320	Equipment < \$5,000	1148 WS Darley & Co	17445825 Rescue Randy Training Manikin	1,365.71
254	7320	Equipment < \$5,000	1552 Verizon Wireless	9888385323 Communication Service 08/14-09/13/2021	444.88
<b>Total 710 - Emergency Services</b>					<b>85,139.03</b>

Division: 720 - Fire Prevention						
255	6015	Communication Services	1552 Verizon Wireless	9888385323	Communication Service 08/14-09/13/2021	113.03
256	7300	Uniforms	3212 On Time Embroidery Inc	91501	3 Trousers, 3 T-Shirts - Inspector	258.00
<b>Total 720 - Fire Prevention</b>					<b>371.03</b>	

Division: 730 - Emergency Management Agency						
257	6015	Communication Services	1552 Verizon Wireless	9888385323	Communication Service 08/14-09/13/2021	42.40
<b>Total 730 - Emergency Management Agency</b>					<b>42.40</b>	

<b>Total 70 - Fire Department</b>					<b>86,028.40</b>
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# City of Des Plaines

## Warrant Register 10/18/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Department: 75 - Fire &amp; Police Commission</b>						
258	5340	Pre-Employment Testing	1267 Northwest Community Hospital	24711	Pre-Employment Physicals (3 Police) 08/16/21	2,010.00
259	6010	Legal Fees - Labor & Employment	8133 Elrod Friedman LLP	5440	8-21 Non-Retainer PSEBA Proceedings	1,978.57
<b>Total 75 - Fire &amp; Police Commission</b>					<b>3,988.57</b>	

<b>Department: 90 - Overhead</b>						
260	6015	Communication Services	1027 Call One	444235	Communication Service 09/15-10/14/2020	12,839.40
261	6030	AMB Fee Processing Services	3640 Andres Medical Billing Ltd	252380	Collection Service for July 2021 Ambulance Fees	9,280.46
262	6030	AMB Fee Processing Services	3640 Andres Medical Billing Ltd	252630	Collection Service for August 2021 Ambulance Fees	9,482.93
263	7500	Postage & Parcel	1801 Petty Cash	Finance 06/24/21	Replenish Petty Cash 05/05/2020-06/10/2021 - Finance	3.40
<b>Total 90 - Overhead</b>					<b>31,606.19</b>	

<b>Total 100 - General Fund</b>					<b>350,274.84</b>
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<b>Fund: 201 - TIF #1 Downtown Fund</b>						
264	6000	Professional Services	1112 Architectural Consulting Group LTD	C21-258	Engineering Services at Theatre 07/16/2021	2,422.50
265	6315	R&M Buildings & Structures	7717 Oak Brook Mechanical Services Inc	9920705A	Des Plaines Theatre South Storefront HVAC Install 03/01-07/18/21 R-52-20	46,855.60
266	6315	R&M Buildings & Structures	7717 Oak Brook Mechanical Services Inc	992706A	1486/1486.5 Miner HVAC Installation-12/28/20-6/13/21	17,052.14
<b>Total 201 - TIF #1 Downtown Fund</b>					<b>66,330.24</b>	

<b>Fund: 230 - Motor Fuel Tax Fund</b>						
267	6000	Professional Services	7355 Soil & Material Consultants Inc	46761	Concrete Cylinder Pick Up 08/31/2021	86.00
268	6155	Sidewalk Improvements	1402 DiNatale Construction Inc	2021-Concrete-P5	2021 CIP Concrete Improvements 09/02-09/13/2021 R-82-21	48,175.88
269	7140	Electricity	1033 ComEd	0193753007-09/21	Electricity Service 08/09-09/08/2021	78.05
270	7140	Electricity	1033 ComEd	0237106099-09/21	Electricity Service 08/04-09/02/2021	277.83
271	7140	Electricity	1033 ComEd	0392121005-09/21	Electricity Service 08/04-09/02/2021	130.59
272	7140	Electricity	1033 ComEd	0445091056-09/21	Electricity Service 08/04-09/02/2021	299.57
273	7140	Electricity	1033 ComEd	0725000037-09/21	Electricity Service 08/05-09/03/2021	31.91
274	7140	Electricity	1033 ComEd	1273119011-09/21	Electricity Service 08/05-09/03/2021	2,357.06
275	7140	Electricity	1033 ComEd	1521117181-09/21	Electricity Service 08/04-09/02/2021	250.93



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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
276	7140	Electricity	1033 ComEd	2493112068-09/21	Electricity Service 08/04-09/02/2021	39.90
277	7140	Electricity	1033 ComEd	2607132134-09/21	Electricity Service 08/03-09/01/2021	230.57
278	7140	Electricity	1033 ComEd	2644104014-09/21	Electricity Service 08/03-09/07/2021	254.43
279	7140	Electricity	1033 ComEd	2901166089-09/21	Electricity Service 08/04-09/02/2021	574.62
280	7140	Electricity	1033 ComEd	2943015087-09/21	Electricity Service 07/21-08/19/2021	14,761.28
281	7140	Electricity	1033 ComEd	2943015087-0921A	Electricity Service 08/19-09/20/2021	15,059.15
282	7140	Electricity	1033 ComEd	2943015087-0921C	Electricity Service 05/20-06/21/2021 Bill Canceled	(14,601.38)
283	7140	Electricity	1033 ComEd	3471079047-09/21	Electricity Service 08/04-09/02/2021	34.12
284	7140	Electricity	1033 ComEd	6045062008-09/21	Electricity Service 08/04-09/02/2021	89.66
285	8100	Improvements	3099 Schroeder Asphalt Services Inc	2021-CIP-MFT-P2	2021 CIP Street & Utility Imp 07/28-09/13/2021 R-88-21	59,025.00
286	8100	Improvements	1402 DiNatale Construction Inc	2021-Concrete-P5	2021 CIP Concrete Improvements 09/02-09/13/2021 R-82-21	75,751.29
<b>Total 230 - Motor Fuel Tax Fund</b>					<b>202,906.46</b>	

Fund: 240 - CDBG Fund						
287	6604	CDBG Care Act Program	1169 Center of Concern	0924DPSB	Small Business Assistance 8/29-9/25/21 CDBG-B-20-MW-17-0009	15,922.50
<b>Total 240 - CDBG Fund</b>					<b>15,922.50</b>	

Fund: 250 - Grant Projects Fund						
Program: 2520 - Capital Grants						
288	6000	Professional Services	1165 Union Pacific Railroad Company	90110457	R-132-21 Rand Rd Sidepath - ITEP Construction - 08/01-08/31/2021	66,081.05
289	6000	Professional Services	1562 Wisconsin Central LTD	91594521	R-132-21 Rand Rd Sidepath - ITEP Construction 07/15-07/27/2021	136,345.03
290	6005	Legal Fees	8169 Burke, Warren, MacKay & Serritella PC	249660-0M70009	Legal Fees-Rand Rd Sidepath 1507 Rand Rd - July 2021	960.00
291	6005	Legal Fees	8133 Elrod Friedman LLP	5410	8-21 Non-Retainer IEMA & FEMA Review Phase 5	924.00
292	6005	Legal Fees	8133 Elrod Friedman LLP	5411	8-21 Non-Retainer IEMA & FEMA Review Phase 4	132.00
293	8100	Improvements	1086 Arrow Road Construction Company	2020-A-P11	R-125-20 Contractor 2020 CIP Cont A St & ADA Imp 08/13-09/24/21	215,290.67
<b>Total 2520 - Capital Grants</b>					<b>419,732.75</b>	

<b>Total 250 - Grant Projects Fund</b>					<b>419,732.75</b>
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# City of Des Plaines

## Warrant Register 10/18/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Fund: 260 - Asset Seizure Fund</b>						
<b>Program: 2620 - DEA</b>						
294	7300	Uniforms	1489 JG Uniforms Inc	25007	Uniforms- Ballistic Vest Cover-Officer	190.00
295	7300	Uniforms	1164 Uniform Den East Inc	74809-01	(1) Helix Brand Level II Ballistic Vest - Officer	510.00
296	7300	Uniforms	1164 Uniform Den East Inc	75191	(1) Helix Brand Level II Ballistic Vest - Officer	510.00
297	7300	Uniforms	1489 JG Uniforms Inc	85413	Uniforms- Ballistic Vest Cover-Officer	245.00
298	8010	Furniture & Fixtures	1076 Sam's Club Direct	3636	TV and Mount for Fitness Center	488.98
<b>Total 2620 - DEA</b>					<b>1,943.98</b>	

<b>Total 260 - Asset Seizure Fund</b>					<b>1,943.98</b>
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<b>Fund: 400 - Capital Projects Fund</b>						
299	6000	Professional Services	1394 Gewalt Hamilton Associates Inc	5452.000-6	Task Order No. 3 - Plan Review Services 08/01-08/29/2021	395.00
300	6000	Professional Services	1394 Gewalt Hamilton Associates Inc	5693.000-17	Task Order No. 3 - Plan Review Services 08/01-08/29/2021	3,593.79
301	6005	Legal Fees	8133 Elrod Friedman LLP	5428	8-21 Non-Retainer Matters	76.50
302	6005	Legal Fees	8133 Elrod Friedman LLP	5431	8-21 Non-Retainer Matters	535.50
303	6015	Communication Services	1552 Verizon Wireless	9888385323	Communication Service 08/14-09/13/2021	125.81
304	8100	Improvements	1086 Arrow Road Construction Company	2020-A-P11	R-125-20 Contractor 2020 CIP Cont A St & ADA Imp 08/13-09/24/21	109,885.91
<b>Total 400 - Capital Projects Fund</b>					<b>114,612.51</b>	

<b>Fund: 420 - IT Replacement Fund</b>						
305	6140	Leases	5109 Konica Minolta Premier Finance	5016894431	Konica Minolta Lease 2021 10/21-11/20/2021	7,304.18
<b>Total 420 - IT Replacement Fund</b>					<b>7,304.18</b>	

<b>Fund: 430 - Facilities Replacement Fund</b>						
306	6000	Professional Services	3337 HR Green Inc	146496	TO#2-CH Masonry Construction Observation - 06/19-07/16/2021	261.80
307	6000	Professional Services	7661 FGM Architects Inc	21-3200.01-3	Eng Services - City Hall/Police - 07/31-08/27/2021, R-116-19	1,975.00
308	6000	Professional Services	7661 FGM Architects Inc	21-3200.02-3	Engineering Services - Police Station - 07/30-08/27/21, R-116-19	4,375.00
309	6000	Professional Services	7661 FGM Architects Inc	21-3201.01-3	Eng Services - Fire Station #61 - 07/31-08/27/2021, R-116-19	2,375.00

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
310	6000	Professional Services	7661 FGM Architects Inc	21-3202.01-2 Eng Services - Fire Station #64 07/31-08/27/2021, R-116-19	2,200.00
311	6000	Professional Services	2436 Haeger Engineering LLC	87846 Utility As-Built Plan Set - Civic Deck - 06/07-09/15/2021	5,661.25
312	6315	R&M Buildings & Structures	7350 JLJ Contracting Inc	142650 Waterproofing Masonry - City Hall - 09/21/2021, R-64-21	149,220.00
313	6315	R&M Buildings & Structures	8099 Hillstone Structural Services Inc	21-012-001 Ornamental Stair Rail Install - Theater - 09/24/2021	15,900.00
314	6315	R&M Buildings & Structures	7717 Oak Brook Mechanical Services Inc	992707A Theatre Supplemental Lobby Heating/Cooling 05/02- 07/18/2021	19,445.00
315	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	3451736 Duct Tape/Degreaser/Concrete Patch/Etc. @ Theatre	108.90
316	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4022535 Self Leveling Concrete @ Theatre	117.36
317	7045	Supplies - Building R&M	1057 Menard Incorporated	86111 Concrete Sealer/Toggle Bolts @ Theatre	145.02
318	7045	Supplies - Building R&M	1057 Menard Incorporated	86122 Backer Rod for Theatre	6.98
319	7045	Supplies - Building R&M	1057 Menard Incorporated	86440 Crack Sealer for Entrance of the Theater	29.99
320	7045	Supplies - Building R&M	1550 Addison Building Material Co	958674 Caulk, Threshold, Sweep for the Theater	88.44
321	7045	Supplies - Building R&M	1513 Owl Hardwood Lumber & Plywood Inc	D-484231 Trim for Theatre	131.04
322	8100	Improvements	8070 Walsh Construction Company II LLC	CivicDeck-P19 Civic Center Parking Deck Replacement 8/1/21-8/31/21	20,386.00
<b>Total 430 - Facilities Replacement Fund</b>					<b>222,426.78</b>

Fund: 500 - Water/Sewer Fund					
Non Departmental					
Division: 550 - Water Systems					
323	6015	Communication Services	1027 Call One	444235 Communication Service 09/15- 10/14/2020	1,802.19
324	6015	Communication Services	1552 Verizon Wireless	9888385323 Communication Service 08/14- 09/13/2021	359.19
325	6110	Printing Services	1665 Classic Graphic Ind Inc	87896 5,000 Water Meter Work Order Tickets - 08/29/2021	753.67
326	6195	Miscellaneous Contractual Services	5698 Doors Done Right Inc	11601 Replacement Double Door - Maple St - 09/14/2021	8,585.00
327	6195	Miscellaneous Contractual Services	1710 Cumberland Servicenter Inc	52408 20 Safety Lane Coupons 09/14/2021	115.00
328	6195	Miscellaneous Contractual Services	4583 Argon Electric Company, Inc	9476 Air Fiber Dish Install - City Hall - 07/26-07/31/2021	10,944.00
329	6305	R&M Equipment	1154 West Side Tractor Sales	L87478 Hydraulic Leak & Inspection 08/26-08/27/2021 - PW 9018	1,434.11

# City of Des Plaines

## Warrant Register 10/18/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
330	7000	Office Supplies	1644 Warehouse Direct Inc	5055196-0	Cork Board & Push Pins - PW	51.06
331	7020	Supplies - Safety	4640 Albany Steel & Brass Corporation	106436	Cut Resistant Gloves	52.92
332	7020	Supplies - Safety	4093 White Cap LP	50016885197	Slush Boots, Hard Hat, Safety Glasses, & Gorilla Tape	110.67
333	7020	Supplies - Safety	2053 USA Bluebook	730388	Lock-Out Kit	318.63
334	7030	Supplies - Tools & Hardware	1550 Addison Building Material Co	958752	Pinch Point Crow Bar	62.99
335	7035	Supplies - Equipment R&M	1575 Pirtek O'Hare	OH-T00013473	10 Couplings	137.37
336	7035	Supplies - Equipment R&M	1520 Russo Power Equipment	SPI10847875	Starter Rope - PW Stock	19.07
337	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_210367	QR1 Valve - PW 9032	29.30
338	7045	Supplies - Building R&M	1057 Menard Incorporated	86107	Door Repair Part - Central Pump Station	7.71
339	7045	Supplies - Building R&M	1057 Menard Incorporated	86502	Lampholder & Low Profile Socket - Central Rd Pump Station	15.88
340	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10411123	2.0 Cu Yds Top Soil - Parkway Restoration - 09/13/2021	59.30
341	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10412829	3.0 Cu Yds Top Soil & Sod - 09/22/2021	218.85
342	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10413066	3.0 Cu Yds Top Soil - 09/23/2021	88.95
343	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10413139	3.0 Cu Yds Top Soil - 09/23/2021	88.95
344	7070	Supplies - Water System Maintenance	8244 Des Plaines Ace Hardware	1233	8 Fasteners	11.12
345	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	255281-000	(12) 1-1/2" B-Box Lid & Plugs	262.56
346	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	255342-000	Hex Bolts & Hex Nuts	56.32
347	7070	Supplies - Water System Maintenance	6992 Core & Main LP	P501885	2 Smart Points	350.00
348	7070	Supplies - Water System Maintenance	6992 Core & Main LP	P594777	Rubber Washers	106.00
349	7070	Supplies - Water System Maintenance	6992 Core & Main LP	P629301	800 Rubber Washers	80.00
350	7070	Supplies - Water System Maintenance	6992 Core & Main LP	P637996	90 Bend - Service Line	154.00
351	7070	Supplies - Water System Maintenance	6992 Core & Main LP	P640842	(12) 3/4" Meter Plugs	196.20
352	7070	Supplies - Water System Maintenance	6992 Core & Main LP	P644353	12 B-Boxes	612.00
353	7120	Gasoline	8331 Avalon Petroleum Company Inc	572090	Unleaded Fuel 09/21/2021 - R-163-20	1,662.45
354	7130	Diesel	8331 Avalon Petroleum Company Inc	023746	Diesel Fuel 09/21/2021 - R-163-20	1,551.61

# City of Des Plaines

## Warrant Register 10/18/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
355	7140	Electricity	1033 ComEd	0718079040-09/21	Electricity Service 08/04-09/02/2021	48.72
356	7140	Electricity	1033 ComEd	1602149012-09/21	Electricity Service 08/03-09/01/2021	102.25
357	7140	Electricity	1033 ComEd	2382141015-09/21	Electricity Service 08/04-09/02/2021	27.59
358	7140	Electricity	1033 ComEd	2902009038-0821A	Electricity Service 08/02-08/31/2021	62.91
359	7140	Electricity	1033 ComEd	3526170000-0821A	Electricity Service 08/02-08/31/2021	34.53
360	7140	Electricity	1033 ComEd	4436122006-09/21	Electricity Service 08/12-09/13/2021	6,740.96
361	7140	Electricity	1033 ComEd	5646761001-0821A	Electricity Service 08/02-08/31/2021	25.05
362	7140	Electricity	1033 ComEd	6152054027-09/21	Electricity Service 08/03-09/01/2021	6,036.66
363	7320	Equipment < \$5,000	1237 Pro-Line Door Systems Inc	91143	15 Garage Door Openers	1,493.00
364	8015	Equipment	5068 IT Savvy LLC	01294637	6 Ubiquiti AirFiber AF24HD Wireless Dishes	16,447.38
<b>Total 550 - Water Systems</b>					<b>61,316.12</b>	

<b>Division: 560 - Sewer Systems</b>						
365	6015	Communication Services	1027 Call One	444235	Communication Service 09/15-10/14/2020	515.29
366	6015	Communication Services	1552 Verizon Wireless	9888385323	Communication Service 08/14-09/13/2021	340.41
367	6015	Communication Services	1552 Verizon Wireless	9888385323	Communication Service 08/14-09/13/2021	1.72
368	6195	Miscellaneous Contractual Services	1710 Cumberland Servicenter Inc	52408	20 Safety Lane Coupons	69.00
369	7020	Supplies - Safety	4640 Albany Steel & Brass Corporation	106436	Cut Resistant Gloves	52.92
370	7030	Supplies - Tools & Hardware	1520 Russo Power Equipment	SPI10848186	Shovels, Rakes, & Spade Shovel	203.92
371	7035	Supplies - Equipment R&M	8244 Des Plaines Ace Hardware	1214	Pull Cord - Sewer Stock	10.79
372	7035	Supplies - Equipment R&M	8244 Des Plaines Ace Hardware	1216	Pull Cord - Sewer Stock	10.79
373	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	807811	5 Filters - PW 8010	92.82
374	7035	Supplies - Equipment R&M	1520 Russo Power Equipment	SPI10847872	Gas Tank - Sewer Stock	295.99
375	7035	Supplies - Equipment R&M	1520 Russo Power Equipment	SPI10850968	2 Ignition Modules - PW Stock	211.98
376	7075	Supplies - Sewer System Maintenance	3008 Norlab Inc	85321	16 Bottles Liquid Tracing Dye	462.00
377	7075	Supplies - Sewer System Maintenance	1057 Menard Incorporated	86109	Asphalt Sealer & Brush Applicator	22.98
378	7075	Supplies - Sewer System Maintenance	1057 Menard Incorporated	86182	Asphalt Sealant - Lift Station Pad	12.99

# City of Des Plaines

## Warrant Register 10/18/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
379	7075	Supplies - Sewer System Maintenance	1072 Prairie Material	890212690	15.0 Cu Yds Concrete - Oak & Harding - 09/24/2021	1,848.75
380	7120	Gasoline	8331 Avalon Petroleum Company Inc	572090	Unleaded Fuel 09/21/2021 - R-163-20	795.26
381	7130	Diesel	8331 Avalon Petroleum Company Inc	023746	Diesel Fuel 09/21/2021 - R-163-20	395.92
382	7140	Electricity	1033 ComEd	0096017042-09/21	Electricity Service 08/04-09/07/2021	563.99
383	7140	Electricity	1033 ComEd	0575134020-09/21	Electricity Service 08/02-08/31/2021	87.79
384	7140	Electricity	1033 ComEd	0640144010-09/21	Electricity Service 08/04-09/02/2021	61.95
385	7140	Electricity	1033 ComEd	0762050019-09/21	Electricity Service 08/05-09/03/2021	20.36
386	7140	Electricity	1033 ComEd	2038128006-0821A	Electricity Service 08/02-08/31/2021	41.20
387	7140	Electricity	1033 ComEd	2148094073-09/21	Electricity Service 08/05-09/03/2021	53.16
388	7140	Electricity	1033 ComEd	3240002012-09/21	Electricity Service 08/24-09/23/2021	136.84
389	7140	Electricity	1033 ComEd	3461136053-09/21	Electricity Service 08/03-09/01/2021	31.84
390	7140	Electricity	1033 ComEd	3526009006-09/21	Electricity Service 08/04-09/02/2021	81.54
391	7140	Electricity	1033 ComEd	3657136067-09/21	Electricity Service 08/04-09/02/2021	78.27
392	7140	Electricity	1033 ComEd	4995025051-09/21	Electricity Service 08/03-09/01/2021	26.67
393	7140	Electricity	1033 ComEd	5060090016-09/21	Electricity Service 08/05-09/03/2021	87.29
394	7140	Electricity	1033 ComEd	5814097012-09/21	Electricity Service 08/04-09/02/2021	26.76
395	7140	Electricity	1033 ComEd	6331089024-0831A	Electricity Service 08/02-08/31/2021	184.18
396	7300	Uniforms	2067 Cutler Workwear	157266	Pants, 2 Shirts, & Boots - Sewer Foreman	232.13
397	7320	Equipment < \$5,000	1552 Verizon Wireless	9888385323	Communication Service 08/14-09/13/2021	114.98
<b>Total 560 - Sewer Systems</b>					<b>7,172.48</b>	

Division: 580 - CIP - Water/Sewer						
398	6000	Professional Services	3337 HR Green Inc	146497	Levee 50 Army Corp Report Review - 06/19-07/16/2021	146.25
399	6000	Professional Services	2506 Trotter & Associates Inc	18869	TO#13 Construction Svcs - Maple St - 08/01-08/29/2021, R-145-21	3,118.37
400	8100	Improvements	5995 Wunderlich-Malec Services Inc	18573	TO#2 Programmable Logic Controller - 08/21-09/22/2021, R-40-21	29,304.00
401	8100	Improvements	5995 Wunderlich-Malec Services Inc	18574	TO#3 Supervisory Control & Data Acq Conv-8/21-09/22/21 R-40-21	13,950.00

# City of Des Plaines

## Warrant Register 10/18/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
402	8100	Improvements	3099 Schroeder Asphalt Services Inc	2021-CIP-MFT-P2 2021 CIP Street & Utility Improvements 07/28-09/13/2021 R-88-21	273,130.70
<b>Total 580 - CIP - Water/Sewer</b>					<b>319,649.32</b>

<b>Total 00 - Non Departmental</b>					<b>388,137.92</b>
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<b>Department: 30 - Finance</b>						
403	6015	Communication Services	1552 Verizon Wireless	9888385323	Communication Service 08/14-09/13/2021	63.60
<b>Total 30 - Finance</b>					<b>63.60</b>	

<b>Total 500 - Water/Sewer Fund</b>					<b>388,201.52</b>
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<b>Fund: 510 - City Owned Parking Fund</b>						
404	6015	Communication Services	1027 Call One	444235	Communication Service 09/15-10/14/2020	349.51
405	6015	Communication Services	1027 Call One	444235	Communication Service 09/15-10/14/2020	1,215.50
406	7140	Electricity	1033 ComEd	0354464001-09/21	Electricity Service 08/04-09/02/2021	1,556.97
407	7140	Electricity	1033 ComEd	2239082030-09/21	Electricity Service 08/04-09/02/2021	1,057.77
408	7140	Electricity	1033 ComEd	4722388001-09/21	Electricity Service 08/04-09/02/2021	19.94
409	7140	Electricity	1033 ComEd	4791127023-09/21	Electricity Service 08/04-09/02/2021	1,114.26
410	7140	Electricity	1033 ComEd	5310303000-09/21	Electricity Service 08/04-09/02/2021	159.17
<b>Total 510 - City Owned Parking Fund</b>					<b>5,473.12</b>	

<b>Fund: 520 - Metra Leased Parking Fund</b>						
411	7140	Electricity	1033 ComEd	5222730006-0821A	Electricity Service 08/02-08/31/2021	86.37
412	7540	Land Lease	1165 Union Pacific Railroad Company	Aug 2021	Parking Fees for August 2021	590.50
<b>Total 520 - Metra Leased Parking Fund</b>					<b>676.87</b>	

<b>Fund: 600 - Risk Management Fund</b>						
413	6005	Legal Fees	8133 Elrod Friedman LLP	5433	8-21 Non-Retainer PSEBA Proceedings	1,136.14
<b>Total 600 - Risk Management Fund</b>					<b>1,136.14</b>	

<b>Fund: 700 - Escrow Fund</b>						
414	2430	Escrow - Police Items	1320 IL State Police	Cost 01755-08/21	Fingerprint Background Check Services for August 2021	84.75
415	2460	Refundable Bonds	8479 NVR Inc	Refund - 9/27/21	Refundable Bond for Permit Issued 3/16/2021	5,000.00
416	2486	Additional Contracts - Engineering	1086 Arrow Road Construction Company	2020-A-P11	R-125-20 Contractor 2020 CIP Cont A St & ADA Imp 08/13-09/24/21	542.75

# City of Des Plaines

## Warrant Register 10/18/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
417	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	186330	Public Notice for 9/28/21 PZB Meeting - Published 9/8/21	166.17
418	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	186330	Public Notice for 9/28/21 PZB Meeting - Published 9/8/21	83.09
419	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	186330	Public Notice for 9/28/21 PZB Meeting - Published 9/8/21	83.09
420	2493	Escrow - CED Development	8133 Elrod Friedman LLP	5418	8-21 Reimb Redevelopment	2,840.00
421	2493	Escrow - CED Development	8133 Elrod Friedman LLP	5420	8-21 Reimb Redevelopment	455.00
422	2493	Escrow - CED Development	8133 Elrod Friedman LLP	5423	8-21 Reimb Redevelopment	592.50
423	2493	Escrow - CED Development	8133 Elrod Friedman LLP	5426	8-21 Property Enforcement Matters	42.95
424	2493	Escrow - CED Development	8133 Elrod Friedman LLP	5439	8-21 Non-Retainer Matters	55.00
<b>Total 700 - Escrow Fund</b>					<b>9,945.30</b>	
<b>Grand Total</b>					<b>1,806,887.19</b>	

# City of Des Plaines

## Warrant Register 10/18/2021

### Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 100 - General Fund</b>					
<b>Public Works &amp; Engineering</b>					
<b>Division: 535 - Facilities &amp; Grounds Maintenance</b>					
425	7110	Natural Gas	1064 Nicor	09/08/21 x550488	Natural Gas Service 08/12-09/07/2021 FINAL 43.56
426	7110	Natural Gas	1064 Nicor	09/08/21 x603131	Natural Gas Service 08/12-09/07/2021 FINAL 41.34
427	7110	Natural Gas	1064 Nicor	09/15/21 x600008	Natural Gas Service 08/16-09/14/2021 42.20
428	7140	Electricity	1033 ComEd	5140640021-0921F	Electricity Service 09/01-09/15/2021 FINAL at 1319 E Oakton 22.31
<b>Total 535 - Facilities &amp; Grounds Maintenance</b>					<b>149.41</b>
<b>Division: 540 - Vehicle Maintenance</b>					
429	6195	Miscellaneous Contractual Services	7631 T-Mobile USA Inc	965199112-Sep 21	Vehicle Positioning System 08/21-09/20/2021 252.00
<b>Total 540 - Vehicle Maintenance</b>					<b>252.00</b>
<b>Total 50 - Public Works &amp; Engineering</b>					<b>401.41</b>
<b>Police Department</b>					
<b>Division: 610 - Uniformed Patrol</b>					
430	6015	Communication Services	1032 Comcast	09/18/21 x6724	Internet/Cable Service Oct 2021 104.60
<b>Total 610 - Uniformed Patrol</b>					<b>104.60</b>
<b>Total 60 - Police Department</b>					<b>104.60</b>
<b>Fire Department</b>					
<b>Division: 730 - Emergency Management Agency</b>					
431	6015	Communication Services	1032 Comcast	09/22/21 x6716	Internet/Cable Service Oct 2021 62.76
<b>Total 730 - Emergency Management Agency</b>					<b>62.76</b>
<b>Total 70 - Fire Department</b>					<b>62.76</b>
<b>Department: 90 - Overhead</b>					
432	6015	Communication Services	1032 Comcast	09/20/21 x6732	Internet/Cable Service Oct 2021 62.76
433	6015	Communication Services	1533 Wide Open West LLC	11526044Sep2021A	Internet/Cable Service x6044 09/21-10/20/2021 661.37
434	6015	Communication Services	1533 Wide Open West LLC	11526044Sep2021B	Internet/Cable Service x1245 09/21-10/20/2021 1,917.24
435	6015	Communication Services	1533 Wide Open West LLC	11526044Sep2021C	Internet/Cable Service x1246 09/21-10/20/2021 1,095.73



# City of Des Plaines

## Warrant Register 10/18/2021

### Manual Payments

Line #	Account		Vendor	Invoice	Invoice Description	Amount
436	6015	Communication Services	1533 Wide Open West LLC	11526044Sep2021E	Internet/Cable Service x5988 09/21-10/20/2021	127.90
<b>Total 90 - Overhead</b>						<b>3,865.00</b>
<b>Total 100 - General Fund</b>						<b>4,433.77</b>
<b>Fund: 500 - Water/Sewer Fund</b>						
<b>Division: 550 - Water Systems</b>						
437	6015	Communication Services	1533 Wide Open West LLC	11526044Sep2021D	Internet/Cable Service x0573 09/21-10/20/2021	320.00
<b>Total 550 - Water Systems</b>						<b>320.00</b>
<b>Total 500 - Water/Sewer Fund</b>						<b>320.00</b>
<b>Grand Total</b>						<b>4,753.77</b>

# City of Des Plaines

## Warrant Register 10/18/2021

### Summary

	<u>Amount</u>		<u>Transfer Date</u>
Automated Accounts Payable	\$ 1,806,887.19	**	10/18/2021
Manual Checks	\$ 4,753.77	**	9/28/2021
Payroll	\$ 1,271,169.66		10/8/2021
RHS Payout	\$ -		
Electronic Transfer Activity:			
JPMorgan Chase Credit Card	\$ -		
Chicago Water Bill ACH	\$ -		
Postage Meter Direct Debits	\$ -		
Utility Billing Refunds	\$ 4,181.11	*	10/1/2021
Debt Interest Payment	\$ -		
FEMA Buyout	\$ -		
Property Purchase	\$ -		
IMRF Payments	\$ -		
Employee Medical Trust	\$ 744,318.07		10/1/2021
<b>Total Cash Disbursements:</b>	<b>\$ 3,831,309.80</b>		

\* Multiple transfers processed on and/or before date shown

\*\* See attached report

Adopted by the City Council of Des Plaines

This Eighteenth Day of October 2021

Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

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Jessica M. Mastalski, City Clerk

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Andrew Goczkowski, Mayor



## FINANCE DEPARTMENT

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

## MEMORANDUM

Date: October 5, 2021

To: Michael Bartholomew, City Manager

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

Subject: 2021 Property Tax Levy Resolution

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

**Analysis:** The first step in complying with the requirements of the ITTA is to determine whether the 2021 estimated aggregate levy is 5% or more than the 2020 property tax extension. Below is a breakdown of the 2020 property tax extension as compared to the 2021 estimated aggregate levy:

2020 Property Tax Extension		2021 Estimated Property Tax Levy			
Fund	Amount	Fund	Amount	+/- %	+/- \$
Corporate Fund	9,561,307	Corporate Fund	8,190,198	-14.34%	(1,371,109)
Police Pension Fund	8,092,454	Police Pension Fund	8,301,462	2.58%	209,008
Fire Pension Fund	7,570,065	Fire Pension Fund	7,997,490	5.65%	427,425
Library Board Fund	6,283,000	Library Board Fund	6,100,000	-2.91%	(183,000)
ITTA Aggregate Property Tax Extension	31,506,826	ITTA Aggregate Property Tax Levy	30,589,150	-2.91%	(917,676)

Since the 2021 estimated aggregate levy is below the 5% of the 2020 property tax extension (-2.91% decrease), the City is not required to publish a legal notice and hold a public hearing. However, I recommend publishing a legal notice and holding a public hearing as it would provide the City Council with increased flexibility in determining the 2021 property tax levy amount and more opportunity for public input.

Below is a schedule of the key dates and actions that must be observed in order to facilitate the review and approval of the 2021 property tax levy:

October 18	Approval of the 2021 Proposed Property Tax Levy Resolution and Public Notice
October 18-25	Publication of Property Tax Levy Public Hearing Legal Notice in local newspaper
November 1	Public Hearing on the Property Tax Levy Ordinance 1 <sup>st</sup> Reading of the Property Tax Levy Ordinance
November 15	2 <sup>nd</sup> Reading and Approval of the Property Tax Levy Ordinance
December 28	Last day to file the Tax Levy Ordinance with the Cook County Clerk's Office

Attached is a Resolution and Legal Notice for publication to hold the public hearing. The hearing for the 2021 estimated property tax levy is scheduled for Monday, November 1, 2021, at 7:00pm (at the beginning of the regularly scheduled City Council meeting).

**Please note that the levy amounts presented in this memorandum and attached documents are preliminary – the City Council may change the levy amounts prior to the final approval of the Tax Levy Ordinance at the November 15<sup>th</sup> City Council meeting.**

**Recommendation:** I recommend the City Council approve the attached Resolution and Legal Notice for publication and hold the public hearing on the 2021 estimated property tax levy on Monday, November 1, 2021, at 7:00pm (at the beginning of the regularly scheduled City Council meeting).

***Attachments:***

- Attachment 1 – R- 170-21 – 2021 Property Tax Levy Resolution
- Attachment 2 - Legal Notice – 2021 Tax Levy Public Hearing
- Attachment 3 - 2021 Property Tax Levy (Extended in 2022)

**CITY OF DES PLAINES**

**RESOLUTION R - 170 - 21**

**A RESOLUTION ESTIMATING THE AMOUNT OF FUNDS NECESSARY TO BE RAISED THROUGH TAXATION UPON THE TAXABLE PROPERTY WITHIN THE CITY.**

**WHEREAS**, Section 60 of the Truth-in-Taxation Law of the State of Illinois, 35 ILCS 200/18-60, provides that the corporate authorities of each taxing district, including the City, must determine, not less than 20 days prior to the adoption of the aggregate tax levy, the amount of money estimated to be necessary to be raised by taxation for the current fiscal year upon the taxable property in the taxing district; and

**WHEREAS**, the amount of the property tax levy may be changed after adoption of this resolution;

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

**SECTION 1: RECITALS.** The recitals set forth above are incorporated herein by reference as the factual basis for this Resolution.

**SECTION 2: ESTIMATED TAX LEVY.** The City Council hereby estimates that \$30,589,150 will be raised by means of *ad valorem* property taxes levied for 2021 tax bills for fiscal year 2022. The City Council hereby finds that this amount is 2.91 percent lower than the amount that was extended upon the levy of the preceding year.

<b>2020 Property Tax Extension</b>		<b>2021 Estimated Property Tax Levy</b>			
<u>Fund</u>	<u>Amount</u>	<u>Fund</u>	<u>Amount</u>	<u>+/- %</u>	<u>+/- \$</u>
Corporate Fund	9,561,307	Corporate Fund	8,190,198	-14.34%	(1,371,109)
Police Pension Fund	8,092,454	Police Pension Fund	8,301,462	24.74%	209,308
Fire Pension Fund	7,570,064	Fire Pension Fund	7,997,490	23.11%	427,426
<u>Library Board Fund</u>	<u>6,283,000</u>	<u>Library Board Fund</u>	<u>6,100,000</u>	<u>-2.91%</u>	<u>(183,000)</u>
ITTA Aggregate Property Tax Extension	31,506,825	ITTA Aggregate Property Tax Levy	30,589,150	-2.91%	(917,675)
<u>Debt Service Fund</u>	0	<u>Debt Service Fund</u>	0	0%	0
Total Property Tax Extension	31,506,825	Total Property Tax Levy	30,589,150	-2.91%	(917,675)

**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**

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

- I. A public hearing to approve a proposed property tax levy for the City of Des Plaines, Illinois (the "taxing district") for 2021 will be held at 7:00 PM on November 1, 2021 at Des Plaines City Hall, Room 102, 1420 Miner Street, Des Plaines, Illinois 60016.

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

- II. The corporate and special purpose property taxes extended or abated for 2020 were \$31,506,825.

The proposed corporate and special purpose property taxes to be levied for 2021 are \$30,589,150. This represents a decrease of -2.91% from the previous year.

- III. The property taxes extended for debt service and public building commission leases for 2020 were \$0.00.

The estimated property taxes to be levied for debt service and public building commission leases for 2021 are \$0.00.

- IV. The total property taxes extended or abated for 2020 were \$31,506,825.

The estimated total property taxes to be levied for 2021 are \$30,589,150. This represents a decrease of -2.91% from the previous year.



**PROPERTY TAX LEVY (2021 Levy Extended in 2022)**

<b>2021 PROPERTY TAX LEVY</b>					
<b>(Collections to occur in the 2022 Budget)</b>					
				<b>Dollar</b>	<b>Percent</b>
	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>Change</b>	<b>Change</b>
<b>Purpose</b>	<b>Tax Extension</b>	<b>Tax Extension</b>	<b>Tax Levy</b>	<b>2021</b>	<b>2021</b>
Corporate	12,955,495	9,561,307	8,190,198	(1,371,109)	-14.34%
Police Pension	6,298,450	8,092,454	8,301,462	209,008	2.58%
Firefighter Pension	5,969,880	7,570,064	7,997,490	427,426	5.65%
<b>Total City</b>	<b>\$ 25,223,825</b>	<b>\$ 25,223,825</b>	<b>\$ 24,489,150</b>	<b>\$ (734,675)</b>	<b>-2.91%</b>
<b>Library</b>	<b>6,283,000</b>	<b>6,283,000</b>	<b>6,100,000</b>	<b>(183,000)</b>	<b>-2.91%</b>
	<b>31,506,825</b>	<b>31,506,825</b>	<b>30,589,150</b>	<b>\$ (917,675)</b>	<b>-2.91%</b>





COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: October 5, 2021

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

From: John T. Carlisle, AICP, Director of Community & Economic Development *JTC*

Subject: Consideration of Request for Variation to Allow a Parking Pad and Driveway Connection in Front of a Townhouse at 2071 Pine Street

**Issue:** The petitioner is requesting variations from the Zoning Ordinance to allow a parking pad and to reduce the minimum side yard at 2071 Pine Street.

**Address:** 2071 Pine Street

**Owner:** Jayantkumar (Jay) Sheth, 2071 Pine Street, Des Plaines, IL 60018

**Petitioner:** Jayantkumar (Jay) Sheth, 2071 Pine Street, Des Plaines, IL 60018

**Case Number:** 21-039-V

**PIN:** 09-29-409-073-0000

**Ward:** #5, Alderman Carla Brookman

**Existing Zoning/Land Use:** R-3, Townhouse Residential District (Townhouse)

**Surrounding Zoning:** North: R-3, Townhouse Residential District  
South: R-3, Townhouse Residential District  
East: R-3, Townhouse Residential District  
West: R-3, Townhouse Residential District

**Surrounding Land Use:** North: Single Family Attached (Townhouse) Residences  
South: Single Family Attached (Townhouse) Residences  
East: Single Family Attached (Townhouse) Residences and Accessory Parking Lot  
West: Multifamily Residences

**Street Classification:** Pine Street is a local road.

**Comprehensive Plan:** The Comprehensive Plan illustrates the site as single-family residential.

**Project Description:**

The petitioner, Jay Sheth, is requesting variations to install one off-street parking space, defined by the Zoning Ordinance as a “parking pad,” of approximately 200 square feet in the front of his townhouse unit at 2071 Pine Street. For access, the parking pad will require a short “residential driveway,” also defined by the Ordinance, as well as a driveway apron in the public right-of-way to connect the parking pad with the street. The subject property is 1,314 square feet in area and 18 feet wide. It is improved with the petitioner’s townhouse unit, which is adjoined under one roof with three other townhouse units, all of which are separated by vertical walls and individually owned. The existing residence is set back 25 from the west (front) property line and built to the north and south (side) lot lines, where it adjoins other townhouse units. Therefore, it is nonconforming with the minimum side yard setback (5 feet), as well as the minimum lot area per unit of 2,800 square feet. Per the Ordinance, each of separately owned townhouse units, including the subject property, is its own zoning lot. See the Plat of Survey (Attachment 3). The subject property includes one deeded parking space in the parking lot to the east, accessible from Chestnut Street. With only one space, the property is nonconforming, as two off-street spaces are required per townhouse unit per Section 12-9-7. The front yard is currently landscaped with grass and plantings, and is delineated by a chain-link fence, evident in the site photos (Attachment 4).

In Section 12-9-6.C., the Ordinance states that off-street parking spaces may be located “on *surface lots*, underground, under a building, or in parking structures.” “Parking pad” is defined in the Ordinance as exactly the kind of facility the petitioner is proposing: adjacent to a driveway, providing access to a *single* motor vehicle (Section 12-13-3). But a parking pad is distinct from a surface lot, which refers to a parking facility with more than one space. In 2019 the City adopted text amendments aimed at mostly eliminating parking pads for single-family detached properties. However, “parking pad” was not stricken entirely from the Ordinance, signaling that it may be appropriate for some districts or uses. Nonetheless, the lack of mention of parking pad in 12-9-6 necessitates a major variation in this case.

Furthermore, Section 12-7-1.C. contains a table of permitted obstructions in required yards. The table refers to driveways multiple times but does not identify them as a permitted obstruction. Therefore, strict adherence to the Ordinance would permit only an eight-foot-wide driveway – to allow five feet on each side – which would be substandard. Instead, as shown on the site plan (Attachment 1), the petitioner is proposing an 11-foot-wide by 18-foot-long parking pad, which would reasonably accommodate the bumper-to-bumper length and door swing of a sedan vehicle. The parking pad would be accessed by a short residential driveway that is part of the same surface. See the following diagram of the site plan.



*Not to scale*

To accommodate the project, the petitioner also seeks a reduction of the required side yard to 3.5 feet from the minimum five. This is a 30 percent reduction and falls under a minor variation that may be granted by the Zoning Administrator per Section 12.3.6. While the yard reductions are required for the driveway, they are not required for the parking pad because Section 12-9-6.C allows off-street parking in any required yard in the R-3 district.

### **Alignment with the Comprehensive Plan**

The proposed project is not well aligned with the Comprehensive Plan. While the Plan makes no reference to the need to provide ample off-street parking to residents, it does in Chapter 7: Water Resource Management call for “educating homeowners” on stormwater best management practices. These include minimizing the amount of impervious surface on properties instead of adding to it. In addition, the Plan calls for protecting the existing tree canopy, and this project would almost certainly require the removal of one parkway tree.

**Variation Findings:** Variation requests are subject to the standards set forth in Section 12-3-6(H) of the Zoning Ordinance, as amended. Staff comments on the proposal are included below. In summary, there appears to be a practical difficulty experienced by the petitioner without easily achieved alternatives to rectify. However, allowing the project to assuage the practical difficulty may work against community goals to preserve or expand pervious, natural surfaces for the purposes of absorbing stormwater runoff, not to mention preserving the urban tree canopy. The issue presents a trade-off between preserving front yard green space/planting areas, for their aesthetic and functional value, and allowing an option to get an additional car off the street. The PZB and City Council should review the petitioner’s responses to the variation standards (Attachment 3) to determine each of the following standards is met.

- 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.**

*Comment:* The petitioner submits that it is impractical to enforce the use of the one surface parking space to which his property is entitled: in the parking lot accessible from Chestnut Street. The parking lot, which is not managed by any association, is in poor condition. Striping is very inconsistent. As a single entity, he does not believe he can carry out the necessary project on that parking space to improve it and clearly reserve it, as it is commingled with other parking spaces. The petitioner also cites personal challenges with age and mobility, as the single parking space that he owns is somewhat

far from his unit. Mr. Sheth provided with his application documentation for Illinois mobility impaired accessible parking placard. Additionally, walking between the parking space and the back door to his unit requires walking through a narrow gangway.

- 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.**

*Comment:* The lot's nonconformities are somewhat unique, although in the neighborhood there are other properties experiencing the same or similar nonconformities. The single assigned parking space is about 100 feet from an entrance to the unit, which is longer than one would normally find in a townhouse development. Further, the lack of a homeowners' association to manage a shared parking lot is also somewhat unique.

- 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.**

*Comment:* The development was obviously created by a "predecessor in title," but its design and functionality may not have been contemplated by the current owners before the petitioner purchased the unit. The PZB and/or City Council may wish to ask the petitioner about how a lack of parking did or did not factor in to the decision at that time. Has the owner attempted to work with other owners to form an association or pose another collective solution to the parking management problem? The PZB and City Council finding may be reached that the practical hardship is not self-created.

- 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.**

*Comment:* Carrying out the strict letter of the Zoning Ordinance would negate the ability to correct a nonconformity—to have two parking spaces instead of one. The residents at 2063 Pine and 2075 Pine – the end units in the four-unit townhouse building that houses the subject property – have side driveways and enough space to park two vehicles. On the other hand, generally speaking some properties are simply not built to accommodate front or side driveways while others are.

- 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.**

*Comment:* For the entire block on the east side of Pine Street between Howard and Apache Park, there are eight "interior" units, including the petitioner's. These units all have the predicament that they each rely on only one assigned parking space in the parking lot next to Chestnut Street. Allowing the petitioner to construct the proposed parking pad would set a precedent and signal a policy direction – to allow parking pads in townhouse front yards – that the decision makers are comfortable with. If that is, indeed, the desired direction, the variation would not be special privilege but instead address an Ordinance circumstance that is problematic for this homeowner and others in a similar situation.

- 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.**

*Comment:* On the face, there is a practical difficulty, so the request falls under the purpose for variations in the Zoning Ordinance. The Ordinance as currently amended does not do away with parking pads entirely, despite amendments in 2019 that were designed to cut back on their frequency and use. On the other hand, the proposed project would trade off more than 200 square feet of green space – the vast majority of the front lawn – for a hard surface. This is not engineering or stormwater best management practice, nor is it in harmony with the Comprehensive Plan.

- 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.**

*Comment:* Better collective management of the Chestnut parking lot could serve the petitioner, so the PZB and/or City Council may wish to ask the petitioner what challenges with the neighbors preclude this collective action. However, even if the parking lot were in better shape and one space was reliably available, that would not resolve that only one space, not the required two spaces, are available for this development.

The only possible location for a second off-street parking space for the property is where the petitioner is proposing it. Also, there is no on-street parking on the east side of the street (i.e. in front of the unit).

- 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.**

*Comment:* If the concept of having a parking pad in the front yard for this townhouse is deemed to be appropriate, this design is not excessive in its dimensions to provide the parking pad.

### **PZB Action**

The PZB recommended approval by a 5-0 vote with conditions (see below).

**City Council Procedure and Recommended Conditions:** Under Section 12-3-6of the Zoning Ordinance, the City Council has the final authority on the proposal. The Council may approve, approve subject to conditions, or deny the above-mentioned major variation for a parking pad at 2071 Pine Street. Consideration of the request should be based on a review of the information presented by the applicant and the discussion of standards analyzed above, specified in Section 12-3-6(H) (Standards for Variations) of the Zoning Ordinance. If the City Council ultimately approves the request, the following conditions are recommended:

1. The front segment of chain-link fence is removed to accommodate the project;
2. The parking pad, driveway, and driveway apron cannot obstruct access to any utilities, with modifications to the final project design as necessary to comply, while still complying with all other City regulations; and
3. On-site landscaping shall be installed at the north and eastern edges of the parking pad.
4. *Added by the PZB:* The petitioner must first propose a permeable paver surface with the permit submittal. If the City Engineer reviews and does not believe a permeable surface is reasonable in this location, it may be rejected and the petitioner can then propose a fully pervious surface such as concrete.

**Attachments**

Attachment 1: Project Narrative

Attachment 2: Responses to Standards

Attachment 3: Plat of Survey

Attachment 4: Site Photos

Attachment 5: Letter from PZB Acting Chairman Paul Saletnik

Attachment 6: Excerpt from Draft Minutes of the PZB Meeting of September 28, 2021

**Ordinance Z-49-21**

Exhibit A: Site Plan

Title - 99  
9/11/11

Email - Who - 99

## PROJECT NARRATIVE

My name is Jayantkumar Sheth and I'm 73 years old.

I have hard time walking due to my physical conditions. - 99

I live in a townhouse located at 2071 Pine street.

Our assigned one parking spot is located on Chestnut Street which is very far away from my house. This parking area is not Managed by Association and it's uncontrolled so it not usable parking for me so I badly need this driveway and parking close to my home.

It is very unsafe to park a car there due to its conditions. and neighborhood -  
Also, street parking on pine street allowed only on one side and it's always full. There are times that I had to park my car 1000+ foot away from my home in winters conditions. Walking is little hard for me due to my physical conditions and my age.

As per current city of Des Plaines parking rules, I believe each townhouse should have two parking spaces. Which I don't have by constructing this drive way in front of my yard I'm getting my second safe parking near my home and my present parking is not usable.

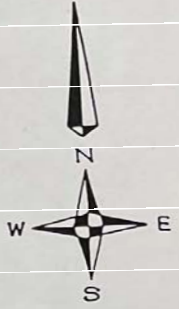
## RESPONSES TO STANDARDS: VARIATION(S)

1. **Hardship/Practical Difficulty:** The assigned parking is not usable and available, and I am a senior with a hard time walking and physical conditions. There is no association so there is no control or management of the parking. It is also not safe and is far from my home. You cannot see the parking from my home.
2. **Unique Physical Condition:** The lot is much smaller than required for the R-3 district: 1,314 square feet instead of the minimum 2,800 square feet. Also the lot was developed without any adjacent off-street parking.
3. **Not Self-Created:** The development was done long before my purchase or awareness of the rules and function of the parking in the area.
4. **Denied Substantial Rights:** Housing, townhouses or single family houses, usually have at least one parking space off the street that is somewhat easy to use. I do not have any that I can rely on.
5. **Not Merely Special Privilege:** My problem is unique when considering all of Des Plaines. I am not seeking this for economic gain but just to use my home better.
6. **Title and Plan Purposes:** The rules of Des Plaines try to provide enough parking for development, and my proposal would do that for my home. The current rules require at least two off street parking spaces for a townhouse, and I have only one, which is not practically usable.
7. **No other remedy:** There is no other place on my property for a parking area to be built.
8. **Minimum required:** The depth and width of the proposed parking area are not excessive. They are designed to serve one mid-size sedan car, a Nissan Sentra.



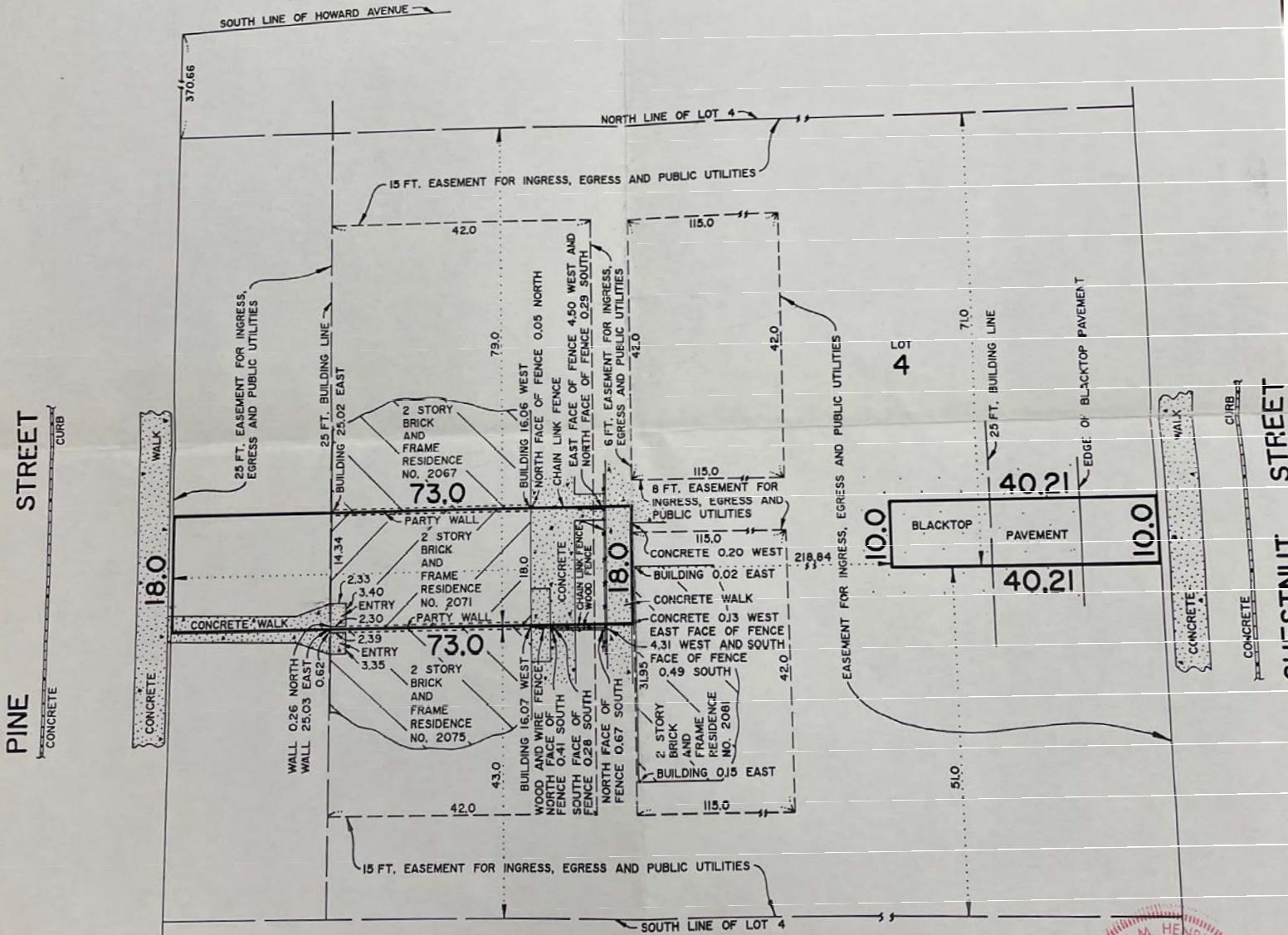
# PLAT OF SURVEY

By  
**JOHN M. HENRIKSEN**  
OF



**PARCEL 1:** THE SOUTH 18 FEET OF THE NORTH 79 FEET OF THE WEST 73 FEET OF LOT 4, ALSO THE SOUTH 10 FEET OF THE NORTH 71 FEET (EXCEPT THE WEST 218.84 FEET THEREOF) OF LOT 4 ALL IN TERSAL PARK SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:** EASEMENTS AS SET FORTH IN THE DECLARATION OF EASEMENTS AND EXHIBIT 1 THERETO ATTACHED, MADE BY EXCHANGE NATIONAL BANK OF CHICAGO, NATIONAL BANKING ASSOCIATION, TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 8, 1958 AND KNOWN AS TRUST NUMBER 9229, DATED AND RECORDED APRIL 29, 1959 AS DOCUMENT NUMBER 17523383, IN COOK COUNTY, ILLINOIS.



ORDER NUMBER **931829**  
DATE **DECEMBER 14, 1993**  
SCALE **1 INCH = 15 FEET**  
ORDERED BY **BONIS AND KAISER, LTD.**



FRACTIONAL INCH EQUIVALENTS  
OF HUNDRETHS OF A FOOT

01	1/32	0.03125	31	1/8	0.375
02	1/16	0.0625	32	1/4	0.75
03	3/32	0.09375	33	3/8	1.125
04	1/8	0.125	34	7/16	1.5
05	5/32	0.15625	35	1/2	1.875
06	3/16	0.1875	36	9/16	2.25
07	7/32	0.21875	37	5/8	2.625
08	1/4	0.25	38	11/16	3.0
09	9/32	0.28125	39	3/4	3.375
10	5/16	0.3125	40	13/16	3.75
11	11/32	0.34375	41	7/8	4.125
12	3/8	0.375	42	15/16	4.5
13	13/32	0.40625	43	1	4.875
14	7/16	0.4375	44	1 1/16	5.25
15	15/32	0.46875	45	1 1/8	5.625
16	1/2	0.5	46	1 1/4	6.0
17	17/32	0.53125	47	1 3/8	6.375
18	9/16	0.5625	48	1 1/2	6.75
19	19/32	0.59375	49	1 5/8	7.125
20	5/8	0.625	50	1 3/4	7.5
21	21/32	0.65625	51	1 7/8	7.875
22	11/16	0.6875	52	2	8.25
23	23/32	0.71875	53	2 1/8	8.625
24	3/4	0.75	54	2 1/4	9.0
25	25/32	0.78125	55	2 3/8	9.375
26	13/16	0.8125	56	2 1/2	9.75
27	27/32	0.84375	57	2 5/8	10.125
28	7/8	0.875	58	2 3/4	10.5
29	29/32	0.90625	59	2 7/8	10.875
30	15/16	0.9375	60	3	11.25
31	31/32	0.96875	61	3 1/8	11.625
32	1	1.0	62	3 1/4	12.0
33			63	3 3/8	12.375
34			64	3 1/2	12.75
35			65	3 5/8	13.125
36			66	3 3/4	13.5
37			67	3 7/8	13.875
38			68	4	14.25
39			69	4 1/8	14.625
40			70	4 1/4	15.0
41			71	4 3/8	15.375
42			72	4 1/2	15.75
43			73	4 5/8	16.125
44			74	4 3/4	16.5
45			75	4 7/8	16.875
46			76	5	17.25
47			77	5 1/8	17.625
48			78	5 1/4	18.0
49			79	5 3/8	18.375
50			80	5 1/2	18.75
51			81	5 5/8	19.125
52			82	5 3/4	19.5
53			83	5 7/8	19.875
54			84	6	20.25
55			85	6 1/8	20.625
56			86	6 1/4	21.0
57			87	6 3/8	21.375
58			88	6 1/2	21.75
59			89	6 5/8	22.125
60			90	6 3/4	22.5
61			91	6 7/8	22.875
62			92	7	23.25
63			93	7 1/8	23.625
64			94	7 1/4	24.0
65			95	7 3/8	24.375
66			96	7 1/2	24.75
67			97	7 5/8	25.125
68			98	7 3/4	25.5
69			99	7 7/8	25.875
70			100	8	26.25

STATE OF ILLINOIS  
COUNTY OF COOK

I, JOHN MICHAEL HENRIKSEN, an Illinois Professional Land Surveyor, do hereby certify that I have surveyed the above described property and that the plat hereon drawn is a correct representation of said survey.

Dimensions are shown in feet and hundredths and are correct at a temperature of 68° Fahrenheit.

*John M. Henriksen*  
ILLINOIS PROFESSIONAL LAND SURVEYOR #2668



**Site Photos by Staff**



Looking at approximate area of existing parking space and parking lot (Chestnut Street)



Walking path/gangway between parking space and unit



Existing front yard and area of proposed driveway



Parkway tree that would likely require removal



COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

September 29, 2021

Mayor Goczkowski and Des Plaines City Council, CITY OF DES PLAINES

**Subject:** Planning and Zoning Board, 2071 Pine Street, 21-039-V, 5<sup>th</sup> Ward  
**RE:** Consideration of a Major Variation for a Parking Pad

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) met on September 28, 2021 to consider a request to allow a parking pad in the front yard of the townhouse unit at 2071 Pine Street.

1. Petitioner Jayantkumar Sheth explained his hardship in having one reliable parking space and mobility challenges.
2. PZB members asked about the lack of a homeowners association and the location of parking. They considered the nonconforming circumstances as well as the precedent that may be set by permitting this project.
3. CED staff summarized the staff report and explained the Zoning Ordinance regulations.
4. The PZB deliberated and Member Rebecca Fowler suggested that a permeable paver could be a compromise between accommodating a hardship but covering up most of a front yard with a hard surface. The PZB agreed to add to the recommended conditions that a permeable surface be proposed.
5. The PZB *recommended* (5-0) that the City Council *approve* the request with the following conditions: (i) The front segment of chain-link fence is removed to accommodate the project; (ii) The parking pad, driveway, and driveway apron cannot obstruct access to any utilities, with modifications to the final project design as necessary to comply, while still complying with all other City regulations; (iii) Plantings shall be installed at the north and eastern edges of the parking pad; and (iv) The petitioner must first propose a permeable paver surface with the permit submittal. If the City Engineer reviews and does not believe a permeable surface is reasonable in this location, it may be rejected, and the petitioner can then propose a fully pervious surface such as concrete.

Respectfully submitted,

A handwritten signature in black ink that reads 'Paul Saletnik'.

Paul Saletnik,  
Des Plaines Planning and Zoning Board, Acting Chairman

Cc: City Officials/Aldermen

**Excerpt from Draft Meeting Minutes of the September 28, 2021, Planning & Zoning Board Meeting**

**1. Address:** 2071 Pine Street

**Case Number:** 21-039-V  
**Public Hearing**

The petitioner is requesting variations as required by Sections 12-7-1 and 12-9-6 of the Zoning Ordinance to allow the construction of a driveway and parking pad at 2071 Pine Street, and the approval of any other variations, waivers, and zoning relief as may be necessary.

**PIN:** 09-29-409-073-0000  
**Petitioner:** Jayantkumar Sheth, 2071 Pine Street, Des Plaines, IL 60018  
**Owner:** Jayantkumar Sheth, 2071 Pine Street, Des Plaines, IL 60018

Acting Chairman Saletnik swore in Jayantkumar Sheth, Petitioner for the property located at 2071 Pine Street. Mr. Sheth stated that he has been the owner of the townhouse for a long time; he is requesting a parking pad in front of his home due to safety and mobility issues.

Acting Chairman Saletnik asked if there was a Homeowners Association (HOA) as part of this townhome development. The Petitioner stated that there is not an HOA and confirmed that parking spaces are owned by individual property owners; tied to the individual townhome.

Acting Chairman Saletnik asked if the Board had any questions.

Member Hofherr drove by the property, and reviewed the driveway configuration. He noticed that the townhomes on the end have driveway access, but his unit does not have a driveway. Member Hofherr mentioned that installing a hard surface as suggested would eliminate all the green space on the property. Member Hofherr also mentioned that the portion of Pine Street where the Petitioner lives is currently being redone with new curb and gutter; Member Hofherr's main concern is that several others may be interested in installing a hard surface/parking pad in the front yard.

The Petitioner explained that the current location of his parking space is unsafe and the parking pad is necessary.

Member Catalano stated that there are four units of the townhome building. Director Carlisle confirmed that those driveways are the property of the end townhomes. The dedicated parking for the middle units is in the parking lot, accessible off Chestnut Street for one parking space.

The site plan was discussed.

Director Carlisle stated that that in standard townhome developments, parking would be considered a deeded element and not deeded to individual owners.

Member Hofherr stated that the current parking lot is a gravel parking lot and questioned Staff if there would be a requirement to repave the area to a hard surface. Director Carlisle stated that due to the lack of a Homeowners Association, there is no feasible way to require that the space be paved.

Member Catalano inquired about the plat of survey and dimensions. Director Carlisle provided some explanation of the plat of survey and the general site configuration regarding the location of the parking area and the townhome.

Acting Chairman Saletnik commented on the uniqueness of this request with parking being assigned to an owner without a Homeowners Association.

Member Catalano asked the Petitioner if he was aware that one of the conditions of approval is the removal of the front fence. The Petitioner stated he plans on removing and re-fencing the yard appropriately.

Member Fowler inquired if the Board can add a condition that the driveway is constructed with a permeable service; there was a concern about setting a precedent on type of materials.

Member Veremis asked if it would be possible to pour concrete for the tire locations. Director Carlisle interjected that due to City Code, parking is only available on hard dust-free surfaces.

Acting Chairman Saletnik inquired about the economics and practicality of requiring the Petitioner to use a permeable surface. Member Catalano stated that it may the project may need to be tied appropriately with plants providing the materials.

Acting Chairman Saletnik agreed that a permeable surface would be best for flood and water control efforts.

Member Fowler expressed concern that nearby neighbors would be interested in placing parking pads in the front yards. Member Veremis seconded the concern that there are additional townhomes to the north with similar layouts.

Director Carlisle stated that the Board was able to add the condition of the permeable service if they wished.

Acting Chairman Saletnik asked the Petitioner his thoughts about using a permeable surface for the driveway. The Board explained what a permeable surface was and provided examples.

Acting Chairman Saletnik asked if there were any questions or comments from the audience.

Todd Schaeffer, with Hager Engineering and Engineer for River's Casino, provided some insight about permeable pavers in this area as there is a lack of an underdrain to drain into storm sewers. Mr. Schaeffer suggested that if a condition is included in the approval, per the feasibility of the City Engineer. The Board thanked Mr. Schaeffer for his suggestion.

Acting Chairman Saletnik asked that the Staff Report entered into record. Director Carlisle provided a summary of the following report:

**Issue:** The petitioner is requesting variations (major and minor) from the Zoning Ordinance to allow a parking pad and to reduce the minimum side yard at 2071 Pine Street.

**Address:** 2071 Pine Street

**Owner:** Jayantkumar (Jay) Sheth, 2071 Pine Street, Des Plaines, IL 60018

**Petitioner:** Jayantkumar (Jay) Sheth, 2071 Pine Street, Des Plaines, IL 60018

**Case Number:** 21-039-V

**PIN:** 09-29-409-073-0000

**Ward:** #5, Alderman Carla Brookman

**Existing Zoning/Land Use:** R-3, Townhouse Residential District (Townhouse)

**Surrounding Zoning:** North: R-3, Townhouse Residential District  
South: R-3, Townhouse Residential District  
East: R-3 Townhouse Residential District  
West: R-3 Townhouse Residential District

**Surrounding Land Use:** North: Single Family Attached (Townhouse) Residences  
South: Single Family Attached (Townhouse) Residence  
East: Single Family Attached (Townhouse) Residences and Accessory Parking Lot  
West: Multifamily Residences

**Street Classification:** Pine Street is a local road.

**Comprehensive Plan:** The Comprehensive Plan illustrates the site as single-family residential (attached or detached).

**Project Description:**

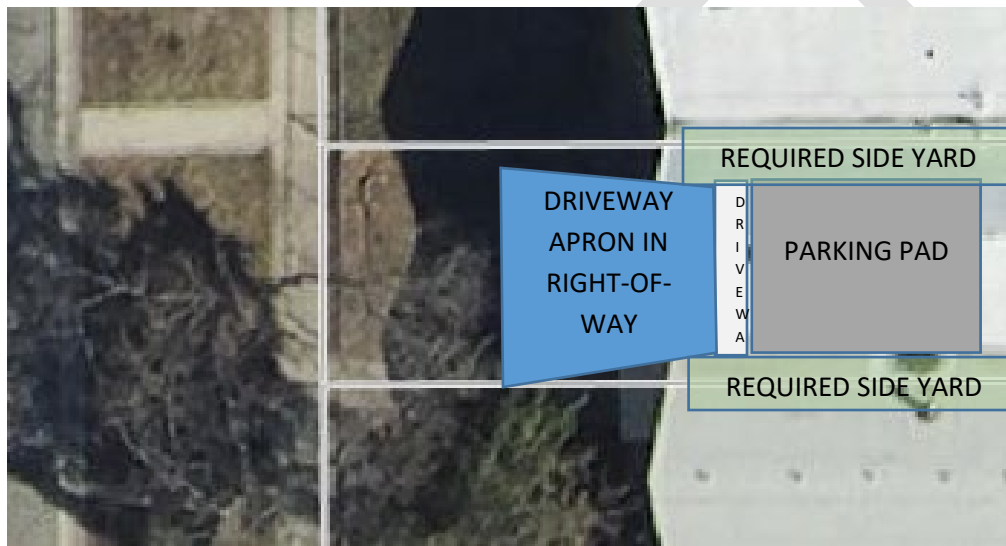
The petitioner, Jay Sheth, is requesting variations to install one off-street parking space, defined by the Zoning Ordinance as a “parking pad,” of approximately 200 square feet in the front of his townhouse unit at 2071 Pine Street. For access, the parking pad will require a short “residential driveway,” also defined by the Ordinance, as well as a driveway apron in the public right-of-way to connect the parking pad with the street. The subject property is 1,314 square feet in area and 18 feet wide. It is improved with the petitioner’s townhouse unit, which is adjoined under one roof with three other townhouse units, all of which are separated by vertical walls and individually owned. The existing residence is set back 25 from the west (front) property line and built to the north and south (side) lot lines, where it adjoins other townhouse units. Therefore, it is nonconforming with the minimum side yard setback (5 feet), as well as the minimum lot area per unit of 2,800 square feet. Per the Ordinance, each of townhouse units, including the subject property, is its own zoning lot. See the Plat of Survey. The subject property includes one deeded parking space in the parking lot to the east, accessible from Chestnut Street. With only one space, the property is nonconforming, as two off-street spaces are required per townhouse unit per Section 12-9-7. The front yard is currently landscaped with grass and plantings, and is delineated by a chain-link fence, evident in the site photos.

In Section 12-9-6.C., the Ordinance states that off-street parking spaces may be located “on *surface lots*, underground, under a building, or in parking structures.” “Parking pad” is defined in the Ordinance as



exactly the kind of facility the petitioner is proposing: adjacent to a driveway, providing access to a *single* motor vehicle (Section 12-13-3). But a parking pad is distinct from a surface lot, which refers to a parking facility with more than one space. In 2019 the City adopted text amendments aimed at mostly eliminating parking pads for single-family detached properties. However, “parking pad” was not stricken entirely from the Ordinance, signaling that it may be appropriate for some districts or uses. Nonetheless, the lack of mention of parking pad in 12-9-6 necessitates a major variation in this case.

Furthermore, Section 12-7-1.C. contains a table of permitted obstructions in required yards. The table refers to driveways multiple times but does not identify them as a permitted obstruction. Therefore, strict adherence to the Ordinance requires a maximum eight-foot-wide driveway – to allow five feet on each side – which would be substandard. Instead, as shown on the site plan, the petitioner is proposing a 11-foot-wide by 18-foot-long parking pad, which would reasonably accommodate the bumper-to-bumper length and door swing of a sedan vehicle. The parking pad would be accessed by a short residential driveway that is part of the same surface. See the following diagram of the site plan.



Not to scale

To accommodate the project, the petitioner also seeks a reduction of the required side yard to 3.5 feet from the minimum five. This is a 30 percent reduction and falls under a minor variation that may be granted by the Zoning Administrator per Section 12.3.6. While the yard reductions are required for the driveway, they are not required for the parking pad because Section 12-9-6.C allows off-street parking in any required yard in the R-3 district.

#### **Alignment with the Comprehensive Plan**

The proposed project is not well aligned with the Comprehensive Plan. While the Plan makes no reference to the need to provide ample off-street parking to residents, it does in Chapter 7: Water Resource Management call for “educating homeowners” on stormwater best management practices. These include minimizing the amount of impervious surface on properties instead of adding to it. In addition, the Plan calls for protecting the existing tree canopy, and this project would almost certainly require the removal of one parkway tree.

#### **Variation Findings:**

Variation requests are subject to the standards set forth in Section 12-3-6(H) of the Zoning Ordinance, as

amended. Staff comments on the proposal are included below. In summary, there appears to be a practical difficulty experienced by the petitioner without easily achieved alternatives to rectify. However, allowing the project to assuage the practical difficulty may work against community goals to preserve or expand pervious, natural surfaces for the purposes of absorbing stormwater runoff, not to mention preserving the urban tree canopy. The issue presents a trade-off between preserving front yard green space/planting areas, for their aesthetic and functional value, and allowing an option to get an additional car off the street. The PZB and City Council should review the petitioner's responses to the variation standards to determine each of the following standards is met.

- 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.**

*Comment:* The petitioner submits that it is impractical to enforce the use of the one surface parking space to which his property is entitled: in the parking lot accessible from Chestnut Street. The parking lot, which is not managed by any association, is in poor condition. Striping is very inconsistent. As a single entity, he does not believe he can carry out the necessary project on that parking space to improve it and clearly reserve it, as it is commingled with other parking spaces. The petitioner also cites personal challenges with age and mobility, as the single parking space that he owns is somewhat far from his unit. Mr. Sheth provided with his application documentation for Illinois mobility impaired accessible parking placard. Additionally, walking between the parking space and the back door to his unit requires walking through a narrow gangway.

- 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.**

*Comment:* The lot's nonconformities are somewhat unique, although in the neighborhood there are other properties experiencing the same or similar nonconformities. The single assigned parking space is about 100 feet from an entrance to the unit, which is longer than one would normally find in a townhouse development. Further, the lack of a homeowners' association to manage a shared parking lot is also somewhat unique.

- 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.**

*Comment:* The development was obviously created by a "predecessor in title," but its design and functionality may not have been contemplated by the current owners before the petitioner purchased the unit. The PZB and/or City Council may wish to ask the petitioner about how a lack of parking did or did not factor in to the decision at that time. Has the owner attempted to work with other owners to form an association or pose another collective solution to the parking management problem? The PZB and City Council finding may be reached that the practical hardship is not self-created.



- 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.**

*Comment:* Carrying out the strict letter of the Zoning Ordinance would negate the ability to correct a nonconformity—to have two parking spaces instead of one. The residents at 2063 Pine and 2075 Pine – the end units in the four-unit townhouse building that houses the subject property – have side driveways and enough space to park two vehicles. On the other hand, generally speaking some properties are simply not built to accommodate front or side driveways while others are.

- 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.**

*Comment:* For the entire block on the east side of Pine Street between Howard and Apache Park, there are eight “interior” units, including the petitioner’s. These units all have the predicament that they each rely on only one assigned parking space in the parking lot next to Chestnut Street. Allowing the petitioner to construct the proposed parking pad would set a precedent and signal a policy direction – to allow parking pads in townhouse front yards – that the decision makers are comfortable with. If that is, indeed, the desired direction, the variation would not be special privilege but instead address an Ordinance shortcoming that is problematic for this homeowner and perhaps should be amended.

- 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.**

*Comment:* On the face, there is a practical difficulty, so the request falls under the purpose for variations in the Zoning Ordinance. The Ordinance as currently amended does not do away with parking pads entirely, despite amendments in 2019 that were designed to cut back on their frequency and use. On the other hand, the proposed project would trade off more than 200 square feet of green space – the vast majority of the front lawn – for a hard surface. This is not engineering or stormwater best management practice, nor is it in harmony with the Comprehensive Plan.

- 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.**

*Comment:* Better collective management of the Chestnut parking lot could serve the petitioner, so the PZB and/or City Council may wish to ask the petitioner what challenges with the neighbors preclude this collective action. However, even if the parking lot were in better shape and one space was reliably available, that would not resolve that only one space, not the required two spaces, are available for this development. The only possible location for a second off-street parking space for the property is where the petitioner is proposing it. There is no on-street parking on the east side of the street (i.e. in front of the unit).

- 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.**

*Comment:* If the concept of having a parking pad in the front yard for this townhouse is deemed to be appropriate, this design is not excessive in its dimensions to provide the parking pad.

**PZB Procedure and Recommended Conditions:** Under Section 12-3-6(G)(2) (Procedure for Review and Decision for Major Variations) of the Zoning Ordinance, the PZB should recommend that the City Council approve, approve subject to conditions, or deny the above-mentioned major variation for a parking pad at 2071 Pine 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 analyzed above, as specified in Section 12-3-6(H) (Standards for Variations) of the Zoning Ordinance. If the PZB recommends and City Council ultimately approves the request, staff recommends the following conditions:

1. The front segment of chain-link fence is removed to accommodate the project;
2. The parking pad, driveway, and driveway apron cannot obstruct access to any utilities, with modifications to the final project design as necessary to comply, while still complying with all other City regulations; and
3. On-site landscaping shall be installed at the north and eastern edges of the parking pad.

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

**A motion was made by Board Member Catalano, seconded by Board Member Fowler, for approval of the request for a variations as required by Sections 12-7-1 and 12-9-6 of the Zoning Ordinance to allow the construction of a driveway and parking pad at 2071 Pine Street, and the approval of any other variations, waivers, and zoning relief as may be necessary, with the following conditions; (1) the front segment of chain-link fence is removed to accommodate the project; (2) the parking pad, driveway, and driveway apron cannot obstruct access to any utilities, with modifications to the final project design as necessary to comply, while still complying with all other City regulations; (3) on-site landscaping shall be installed at the north and eastern edges of the parking pad; and (4) that the a permeable material be used for the parking surface subject to feasibility by the City Engineer.**

AYES: Catalano, Fowler, Hofherr, Veremis, Saletnik

NAYES: None

ABSTAIN: None

**\*\*\*MOTION CARRIED UNANIMOUSLY\*\*\***

A point of clarification was made by Director Carlisle, the Board still recommends approval if a permeable surface is not feasible.

**CITY OF DES PLAINES**

**ORDINANCE Z - 49 - 21**

**AN ORDINANCE APPROVING A MAJOR VARIATION FROM SECTION 12-9-6.C. OF THE CITY OF DES PLAINES ZONING ORDINANCE TO ALLOW A PARKING PAD AT 2071 PINE STREET (CASE #21-039-V).**

**WHEREAS**, Jayantkumar Sheth ("**Petitioner**") owns that certain property commonly known as 2071 Pine Street, Des Plaines, Illinois ("**Subject Property**"); and

**WHEREAS**, the Subject Property is located in the R-3 Townhouse Residential District of the City ("**R-3 District**") and is currently improved with a townhouse unit ("**Townhouse**"); and

**WHEREAS**, the Petitioner desires to construct an 18-foot-long by 11-foot-wide "parking pad," defined in Section 12-13-13 as "[a]n off street parking area adjacent to a driveway which provides parking for a single motor vehicle", in front of the Townhouse on the Subject Property, which parking pad will be accessed by a 0.75-foot long by 11-foot-wide residential driveway (collectively, the "**Proposed Parking Pad**"); and

**WHEREAS**, pursuant to Section 12-9-6.C of the Des Plaines Zoning Ordinance of 1998, as amended ("**Zoning Ordinance**"), off-street parking spaces may be located on surface lots, underground, under a building, or in parking structures; and

**WHEREAS**, the Petitioner submitted an application to the Department for a major variation from Section 12-9-6.C of the Zoning Ordinance to allow an off-street parking space on the Proposed Parking Pad on the Subject Property ("**Variation**"); and

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

**WHEREAS**, within 90 days after the date of Petitioner's application, a public hearing was held by the PZB on September 28, 2021, pursuant to publication of notice in the *Des Plaines Journal* on September 8, 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 testimony and received evidence with respect to the Petitioner's application for the Variation; and

**WHEREAS**, on September 29, 2021, the PZB filed a written report with the City Council summarizing the testimony received by the PZB and stating that the PZB's motion to recommend approval of the Variation passed by a vote of 5-0; and

**WHEREAS**, the Petitioner made representations to the PZB with respect to the requested Variation, which representations are hereby found by the City Council to be material and upon which the City Council relies in granting the Variation subject to certain terms and conditions; and

**WHEREAS**, the City Council has studied the written report of the PZB, the applicable standards set forth in the Zoning Ordinance, and the Staff Memorandum dated October 5, 2021, including its exhibits, which form part of the basis for this Ordinance;

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

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

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

**PARCEL 1:**

THE SOUTH 18 FEET OF THE NORTH 79 FEET OF THE WEST 73 FEET OF LOT 4, ALSO THE SOUTH 10 FEET OF THE NORTH 71 FEET (EXCEPT THE WEST 218.84 FEET THEREOF) OF LOT 4 ALL IN TERRSAL PARK SUBDIVISION OF PART OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

EASEMENTS AS SET FORTH IN THE DECLARATION OF EASEMENTS AND EXHIBIT 1 THERETO ATTACHED, MADE BY EXCHANGE NATIONAL BANK OF CHICAGO, NATIONAL BANKING ASSOCIATION, TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 8, 1958 AND KNOWN AS TRUST NUMBER 9229, DATED AND RECORDED APRIL 29, 1959 AS DOCUMENT NUMBER 17523383 IN COOK COUNTY, ILLINOIS.

PINs: 09-33-300-001-0000

Commonly known as 2071 Pine Street, Des Plaines, Illinois.

**SECTION 3. VARIATION.** The City Council finds that the Variation satisfies the standards set forth in Section 12-3-6.H of the Zoning Ordinance and, pursuant to the City's home rule powers, finds that the Variation is otherwise necessary and appropriate. Subject to and

{00122659.1}

contingent upon the conditions, restrictions, limitations and provisions set forth in Section 4 of this Ordinance, the City Council hereby grants the Variation for the Subject Property to the Petitioner.

**SECTION 4. CONDITIONS.** The Variation granted in Section 3 of this Ordinance shall be, and is expressly subject to and contingent upon the conditions, restrictions, and limitations set forth in this Section 4.

- A. Compliance with Plans. The development, use, and maintenance of the Proposed Parking Pad on the Subject Property shall be in strict compliance with the Site Plan, consisting of one sheet prepared by the Petitioner and undated, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit A**, except for minor changes and site work approved by the Director of the Department of Community and Economic Development in accordance with applicable City codes, ordinances, and standards.
- B. Additional Conditions. The development, use, and maintenance of the Proposed Parking Pad on the Subject Property shall be subject to and contingent upon compliance with the additional conditions as follows:
1. Fence. The front segment of chain-link fence must be removed to accommodate the Proposed Parking Pad.
  2. Utility Access. The Proposed Parking Pad, including the driveway, and driveway apron, cannot obstruct access to any utilities. The final Proposed Parking Pad design must be modified, as necessary, to allow access to utilities while still complying with all other City regulations;
  3. Landscaping. Plantings shall be installed at the north and eastern edges of the Proposed Parking Pad.

4. Permeable Surface. The Petitioner must first propose a permeable paver surface with the permit submittal for the Proposed Parking Pad. If the City Engineer reviews and does not believe a permeable surface is reasonable in this location, permeable pavers may be rejected by the City, and the Petitioner may then propose a fully pervious surface such as concrete.

**SECTION 5. EFFECT.** This Ordinance authorizes the use and development of the Subject Property in accordance with the terms and conditions of this Ordinance and shall prevail against other ordinances of the City to the extent that any might conflict. The terms and conditions of this Ordinance shall be binding upon Petitioner, the Owner, and their respective grantees, assigns and successors in interest to the Subject Property.

**SECTION 6. LIMITATIONS.** The Variation shall be valid for not more than 12 months prior to the issuance of a building permit and the commencement of construction in accordance with the terms and conditions of this Ordinance. The Zoning Administrator may extend the Variation if the Petitioner requests an extension in accordance with Section 12-3-6.L of the Zoning Ordinance.

**SECTION 7. EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law; provided, however, that this Ordinance shall not take effect unless and until a true and correct copy of this Ordinance is executed by the Petitioner consenting to and agreeing to be bound by the terms and conditions contained within this Ordinance. Such execution shall take place within 60 days after the passage and approval of this Ordinance or within such extension of time as may be granted by the City Council by motion and delivered directly to the City Clerk.

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

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

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

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

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

ATTEST:

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

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

Approved as to form:

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

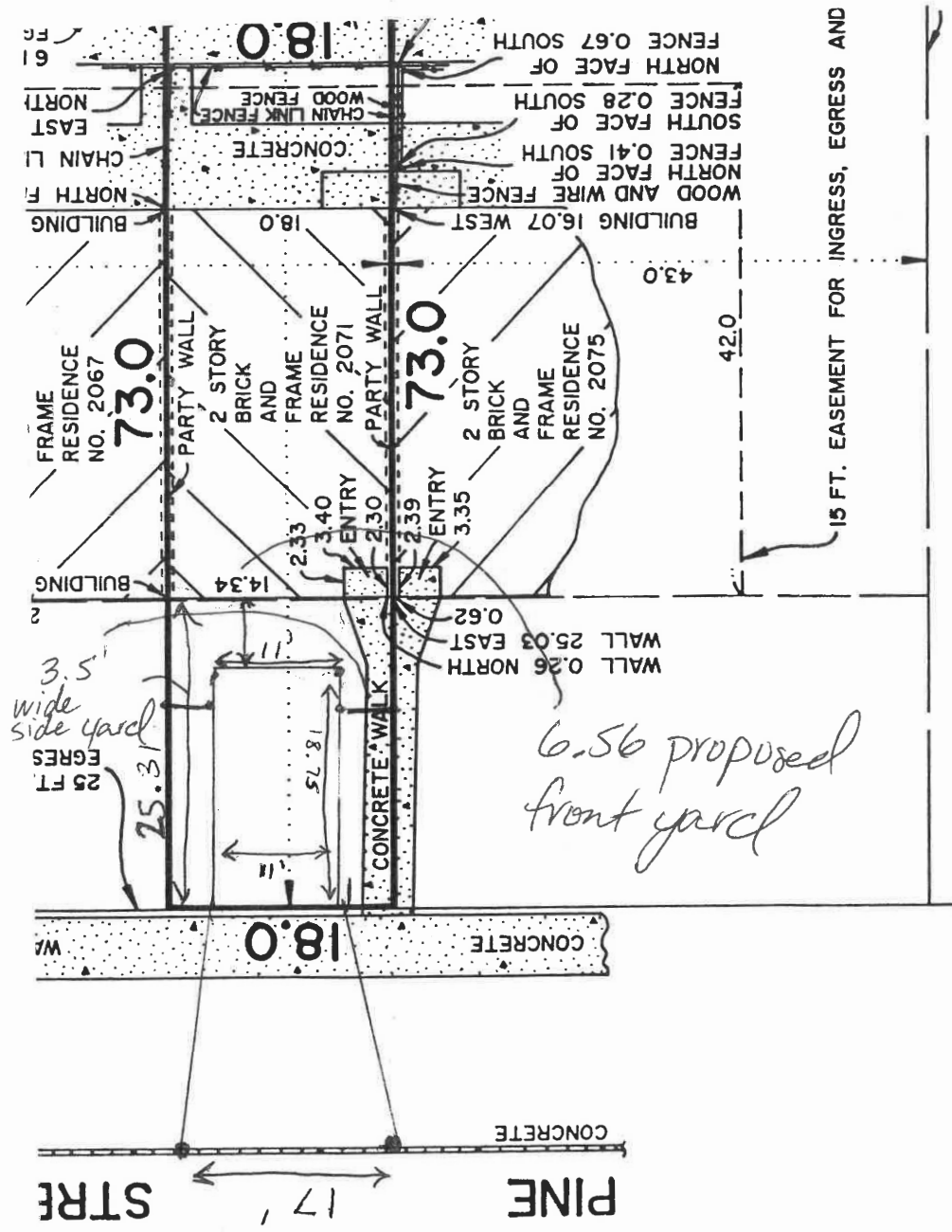
\_\_\_\_\_  
**Peter M. Friedman, General Counsel**

I, \_\_\_\_\_, being the owner or other party in interest of the property legally described within this Ordinance, having read a copy of the Ordinance, do hereby accept, concur and agree to develop and use the Subject Property in accordance with the terms of this Ordinance.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

DP-Ordinance Approving Major Variation for Parking Pad at 2071 Pine Street



# SITE PLAN




**COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT**

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

**MEMORANDUM**

**Date:** October 5, 2021

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

**From:** Jonathan Stytz, Planner JS  
John Carlisle, AICP, Director of Community & Economic Development JC

**Subject:** Consideration of Conditional Use for Trade Contractor Use at 110 S. River Road, Case 21-037-CU (1<sup>st</sup> Ward)

**Issue:** The petitioner is requesting a Conditional Use under Section 12-7-3(F)(3) of the Des Plaines Zoning Ordinance to allow for a trade contractor use in the C-3 zoning district.

**Address:** 110 S. River Road

**Petitioner:** Neil Hansen, 110 S. River Road, Suite 5, Des Plaines, IL 60016

**Owner:** Ararex Real Properties, 110 S. River Road, Suite 5, Des Plaines, IL 60016

**Case Number:** 21-037-CU

**PIN:** 09-17-200-089-0000

**Ward:** #1, Alderman Mark A. Lysakowski

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

**Existing Land Use:** Multi-Tenant Commercial Building

**Surrounding Zoning:** North: C-3, General Commercial District  
South: C-3, General Commercial District  
East: R-1, Single Family Residential District  
West: C-3, General Commercial District

**Surrounding Land Use:** North: Rand Road Community (Residential)  
South: Rand Road Community (Residential) / Pesche's (Commercial)  
East: Lions Woods Park (Recreational)  
West: Rand Road Mobile Home Park (Residential)

**Street Classification:** River Road is classified as a principal arterial road.

**Comprehensive Plan:** The Comprehensive Plan illustrates this site as Commercial Industrial Urban Mix.

**Project Description:** The petitioner, Neil Hansen, has requested a Conditional Use Permit to operate a carpet, upholstery, and air duct cleaning business, The Bright Side, INC., at 110 S. River Road, Suite 5. The subject property contains a multi-tenant building with a surface parking area as shown in the Plat of Survey (Attachment 3). The subject property is located along River Road east of the Rand Road Community Mobile Home Park and north of Pesche's Flowers. The subject property is currently accessed by two curb cuts off River Road. The petitioner began operating The Bright Side, INC. out of this location in May 2021 without a business license. Thus, the petitioner is requesting a conditional use permit to bring his trade contractor use into compliance with the Des Plaines Zoning Ordinance.

The existing one-story, 26,320-square-foot building is made up of five suites with a front customer entrance and service entrance with garage door at the rear of the unit. Suite 5 has its main entrance on the south side of the building and consists of approximately 2,573 square feet. The existing suite is mostly open with one frame partition separating the main entrance, offices, and restrooms from the open shop floor. Based on the Floor Plan (Exhibit C), the petitioner proposes to utilize the existing frame partition area as an office and waiting area with the restrooms, totaling approximately 1,294 square feet. The remaining area, totaling approximately 1,279 square feet, will be utilized for storage and open shop area. The petitioner's proposal does not include any changes to the building. The dumpster for this suite will be stored inside the building at all times with the exception of trash pickup days in compliance with Section 12-10-11 of the Zoning Ordinance.

Pursuant to Section 12-9-7 of the Zoning Ordinance, the following off-street parking requirements apply:

- 1 parking space for every 200 square feet of gross floor area for office spaces; and
- 1 parking space for every 1,500 square feet of gross floor area for warehouse space (i.e., accessory storage).

Thus, a total of six parking spaces, including one handicap accessible parking space, are required. The Site Plan (Exhibit B), completed in coordination with the property owner, indicates all of the available parking for the entire site totals 78 parking spaces and four accessible spaces with unloading areas. The available parking on the property meets the parking requirement for the proposed trade contractor use. The Bright Side, INC. will be open on Monday through Friday from 7 am to 7 pm, Saturday from 9 am to 12 pm, and closed on Sundays. Their services will include the cleaning of carpets, upholstery, and air ducts off-site at customer's houses. There are six employees including the owner. However, a maximum of two employees will be present on site at a given time. Please see the Project Narrative (Exhibit A) for more details.

## **Compliance with the Comprehensive Plan**

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

- **Future Land Use Plan:**

- This property is illustrated as Commercial Industrial Urban Mix 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 and industrial uses. While the current use is commercial and the existing building contains multiple tenant spaces, the petitioner will work to enhance the subject tenant space with general maintenance. All activities and items stored will be inside to reduce any negative impacts.
- The subject property is located along the defined River Road commercial corridor with a mobile home community to the north and west, commercial development to the south, and park to the east. The subject property contains a multi-tenant building with a variety of different commercial uses and is located in between large, established commercial developments along River Road. The request would assist in the retention of a new commercial business at this location and provide additional cleaning 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 September 28, 2021. An excerpt from the draft minutes is attached.

**Planning and Zoning Board Review:** The Planning and Zoning Board (PZB) met on September 28, 2021 to consider a Conditional Use under Section 12-7-3(F)(3) of the Des Plaines Zoning Ordinance to allow for a trade contractor use in the C-3 zoning district.

The petitioner presented a brief overview of his 28-year old business currently located in Northbrook, Illinois that he would like to expand to the City of Des Plaines.

The PZB Members asked what the petitioner's business is; if the subject property will be the home base and business operations will occur off-site; how many trucks are associated with this business; what type of machines they have and where they are stored; what would be stored inside the building; if he is aware of the condition that the parking lot on the subject property must be repaved and restriped in accordance with City of Des Plaines codes; and if rugs will be kept on-site.

Community and Economic Development staff did not recommended approval or disapproval of the request, but did suggest one condition if the PZB members considered recommending approval of the request. The condition required that the parking lot be repaved and restriped across the subject property.

No members of the public spoke on this petition. The PZB *recommended* (5-0) that the City Council *approve* the request with the one suggested condition.

**Recommendations:** The PZB recommended (5-0) that the City Council approve the request with conditions. Similarly, staff recommends approval of the requests via Ordinance Z-50-21, which approves a conditional use, subject to the following conditions.

**Condition of Approval:**

1. That the parking area shall be repaved with a dust-free hard surface and the parking spaces shall be painted on the property to match the approved Site Plan.

**Attachments:**

- Attachment 1: Petitioner’s Responses to Standards
- Attachment 2: Location Map
- Attachment 3: Plat of Survey
- Attachment 4: Photos of Existing Conditions
- Attachment 5: Site and Context Photos
- Attachment 6: Acting Chairman Saletnik Letter from Planning & Zoning Board to the Mayor and City Council
- Attachment 7: Draft Excerpt from the September 28, 2021 Planning and Zoning Board Meeting

**Ordinance Z-50-21**

- Exhibit A: Project Narrative
- Exhibit B: Site Plan
- Exhibit C: Floor Plan
- Exhibit D: Unconditional Agreement and Consent

## STANDARDS FOR CONDITIONAL USES

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

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

*Subject property is zoned C-3. A trade contractor is listed as a Conditional Use. We are applying for a Conditional Use permit.*

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

*A stated goal in the city's Comprehensive Plan is to promote industrial areas and strengthen their connection to a local workforce. We seek to employ locals. The building in question meets all the standards listed as those that could be adopted as Industrial Design Guidelines.*

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

*The building in question already these standards. Our intended usage would have zero effect in terms of causing any changes to the current appearance or character of the general vicinity.*

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

*The proposed conditional use is not hazardous or disturbing to anyone in any setting. It involves maintenance and improvement of healthful living conditions for its clients without producing negative impacts.*

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

*The building in question already exists and presumably meets all these standards. No aspect of our intended usage would have any impact or cause any changes*

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

*There are no conceivable expenses that would be incurred by the public by our intended usage. The quality services we offer to the public and our employment of local citizens will be good for the economic welfare of the community.*

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

*We do not use any toxic or harmful agents in our operations. We do not produce any nuisances such as smoke, fumes, glare or odors.*

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

*The building in question already exists and presumably meets all these standards. No aspect of our intended usage would have any impact or cause any changes relative to this.*

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

*The building in question already exists and presumably meets all these standards. No aspect of our intended usage would have any impact or cause any changes relative to this.*

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

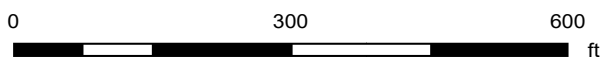
*The proposed conditional use is in fact a conditional use established within the specific zoning district involved. The proposed conditional use is in accordance with the objectives of the city's comprehensive plan and this title. The proposed conditional use is designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity. The proposed conditional use is not hazardous or disturbing to existing neighboring uses. The proposed conditional use is to be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or the persons or agencies responsible for the establishment of the proposed conditional use shall provide adequately any such services. The proposed conditional use does not create excessive additional requirements at public expense for public facilities and services and not be detrimental to the economic welfare of the community. The proposed conditional use does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors. The proposed conditional use provides vehicular access to the property designed that does not create an interference with traffic on surrounding public thoroughfares. The proposed conditional use does not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance; and the proposed conditional use complies with all additional regulations in this title specific to the conditional use requested.*





Legend

Notes

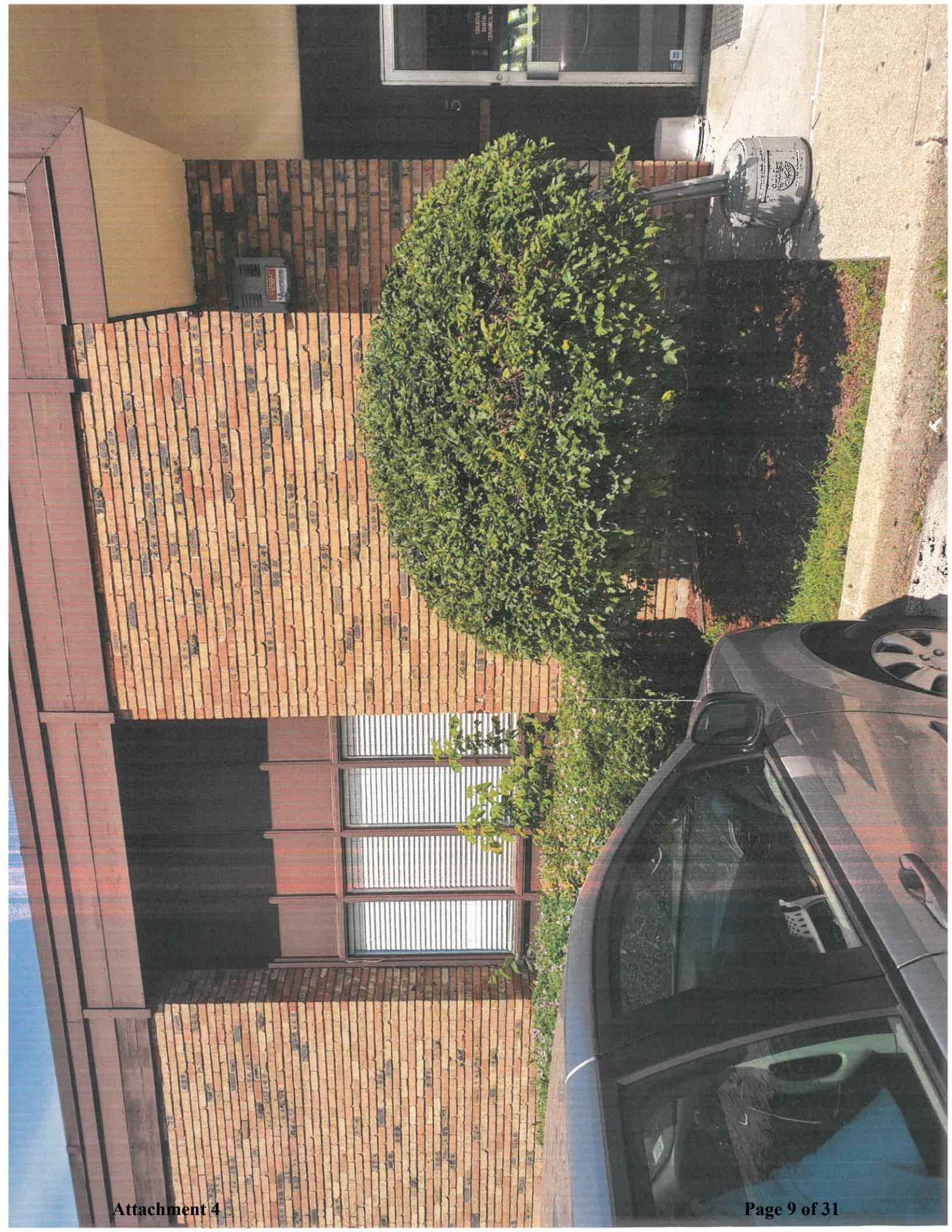


Print Date: 3/16/2021

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110 S. River Rd – Public Notice



110 S. River Rd – Looking South at Front of Site



110 S. River Rd – Looking West at Front Entrance & Parking



110 S. River Rd – Looking Southeast at Rear Entrance & Parking





COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

September 30, 2021

Mayor Bogusz and Des Plaines City Council  
CITY OF DES PLAINES

**Subject:** Planning and Zoning Board, 110 S. River Road, 21-037-CU, 1<sup>st</sup> Ward  
**RE:** Consideration of Conditional Use for a Trade Contractor

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) met on September 28, 2021 to consider a Conditional Use under Section 12-7-3(F)(3) of the Des Plaines Zoning Ordinance to allow for a trade contractor use in the C-3 zoning district.

1. The petitioner presented a brief overview of his 28-year old business currently located in Northbrook, Illinois that he would like to expand to the City of Des Plaines.
2. The PZB Members asked what the petitioner's business is; if the subject property will be the home base and business operations will occur off-site; how many trucks are associated with this business; what type of machines they have and where they are stored; what would be stored inside the building; if he is aware of the condition that the parking lot on the subject property must be repaved and restriped in accordance with City of Des Plaines codes; and if rugs will be kept on-site. The petitioner responded that his business is called Bright Side, INC, which provides cleaning services for carpets, upholstery, and air ducts for residential and commercial properties; that business activities would take place off-site on the customer's property and the subject property would be utilized as a home base; that he has five trucks associated with the business which are currently parked outside; that he has cleaning machinery installed in each of the trucks; that storage items, office items, portable cleaning equipment, and similar items would be stored inside the building; that he was aware of the condition but did not have any control over the maintenance of the parking lot; and that some rugs would be cleaned and stored on site.
3. Community and Economic Development staff did not recommended approval or disapproval of the request, but did suggest one condition if the PZB members considered recommending approval of the request. The condition required that the parking lot to be repaved and restriped across the subject property.
4. No members of the public spoke on this petition.
5. The PZB *recommended* (5-0) that the City Council *approve* the request with the one suggested condition.

Respectfully submitted,

A handwritten signature in black ink that reads 'Paul Saletnik'.

Paul Saletnik,  
Des Plaines Planning and Zoning Board, Acting Chairman

Cc: City Officials/Aldermen

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Case 21-039-V	2071 Pine Street	Variation
Case 21-040-CU-LASR	2980-3000 S River Road	Conditional Use/LASR
Case 20-041-MAP-TSUB-V	2805-2845 Mannheim Road	Map Amend/Maj Var/Tent Plat
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**OLD BUSINESS**

None

**NEW BUSINESS**

**1. Address:** 110 S. River Road

**Case Number:** 21-037-CU  
**Public Hearing**

The petitioner is requesting a Conditional Use as required by Section 12-7-3(K) of the Zoning Ordinance for a trade contractor use at 110 S. River Road, and the approval of any other variations, waivers, and zoning relief as may be necessary.

**PIN:** 09-17-200-089-0000  
**Petitioner:** Neil Hansen, 110 S. River Road, Suite 5, Des Plaines, IL 60016  
**Owner:** Amarex Real Properties Co., 700 Busse Hwy, Suite #L2, Park Ridge, IL 60068

Acting Chairman Saletnik swore in Neil Hansen, Petitioner for the property located at 110 S. River Road, Suite 5, Des Plaines. Mr. Hansen stated that he has been in business for over 28 years, including 14 years in Wilmette and 7 years in Northbrook. The Petitioner stated that he was moving to Des Plaines to secure a larger space.

Acting Chairman Saletnik asked if the Board had any questions.

Member Fowler inquired about the nature of his business. Mr. Hansen stated that his business includes power washing, and carpet and upholstery cleaning and commercial and residential sites.

Acting Chairman Saletnik reiterated that the location would serve as the employee headquarters and provide office space. Acting Chairman Saletnik inquired about vehicles and outdoor storage. The Petitioner stated that two vans, a pick-up truck and a small trailer will be parked outdoors. The remainder of the equipment will be stored indoors, including portable carpet cleaning equipment, files, and cleaning supplies.

The Petitioner stated that he has outgrown his current location and is therefore interested in the Des Plaines location.

Member Hofherr stated that he is familiar with the condition of the parking lot and understands that the paving and striping is a condition of the conditional use. The Petitioner, Mr. Hansen, stated that the condition of the parking lot has nothing to do with him and should be directed to the owner of the property. Planner Stytz stated that he is working with the property owner regarding the repair and restriping of the existing parking lot.

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Member Veremis inquired about the cleaning of rugs at the facility. Mr. Hansen replied that sometimes rugs are brought to the office to be cleaned to protect customers' homes.

Acting Chairman Saletnik 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(F)(3) of the Des Plaines Zoning Ordinance to allow for a trade contractor use in the C-3 zoning district.

**Address:** 110 S. River Road  
**Petitioner:** Neil Hansen, 110 S. River Road, Suite 5, Des Plaines, IL 60016  
**Owner:** Amarex Real Properties, 110 S. River Road, Suite 5, Des Plaines, IL 60016

**Case Number:** 21-037-CU  
**PIN:** 09-17-200-089-0000

**Ward:** #1, Alderman Mark A. Lysakowski

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

**Existing Land Use:** Multi-Tenant Commercial Building

**Surrounding Zoning:** North: C-3, General Commercial District  
South: C-3, General Commercial District  
East: R-1, Single Family Residential District  
West: C-3, General Commercial District

**Surrounding Land Use:** North: Rand Road Community (Residential)  
South: Rand Road Community (Residential) / Pesche's (Commercial)  
East: Lions Woods Park (Recreational)  
West: Rand Road Mobile Home Park (Residential)

**Street Classification:** River Road is classified as a principal arterial road.

**Comprehensive Plan:** The Comprehensive Plan illustrates this site as Commercial Industrial Urban Mix.

**Project Description:** The petitioner, Neil Hansen, has requested a Conditional Use Permit to operate a carpet, upholstery, and air duct cleaning business, The Bright Side, INC., at 110 S. River Road, Suite 5. The subject property contains a multi-tenant building with a surface parking area as shown in the Plat of Survey. The subject property is located along River Road east of the Rand Road Community Mobile Home Park and north of Pesche's Flowers. The subject property is currently accessed by two curb cuts off River Road. The petitioner began operating The Bright Side, INC. out of this location in May 2021 without a

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business license. Thus, the petitioner is requesting a conditional use permit to bring his trade contractor use into compliance with the Des Plaines Zoning Ordinance.

The existing one-story, 26,320-square-foot building is made up of five suites with a front customer entrance and service entrance with garage door at the rear of the unit. Suite 5 has its main entrance on the south side of the building and consists of approximately 2,573 square feet. The existing suite is mostly open with one frame partition separating the main entrance, offices, and restrooms from the open shop floor. Based on the Floor Plan, the petitioner proposes to utilize the existing frame partition area as an office and waiting area with the restrooms, totaling approximately 1,294 square feet. The remaining area, totaling approximately 1,279 square feet, will be utilized for storage and open shop area. The petitioner’s proposal does not include any changes to the building. The dumpster for this suite will be stored inside the building at all times with the exception of trash pickup days in compliance with Section 12-10-11 of the Zoning Ordinance.

Pursuant to Section 12-9-7 of the Zoning Ordinance, the following off-street parking requirements apply:

- 1 parking space for every 200 square feet of gross floor area for office spaces; and
- 1 parking space for every 1,500 square feet of gross floor area for warehouse space (i.e., accessory storage).

Thus, a total of six parking spaces, including one handicap accessible parking space, are required. The Site Plan, in coordination with the property owner, indicates all of the available parking on for the entire site totaling 78 parking spaces and four handicap accessible spaces with unloading areas. The available parking on the property meets the parking requirement for the proposed trade contractor use. The Bright Side, INC. will be open on Monday through Friday from 7 am to 7 pm, Saturday from 9 am to 12 pm, and closed on Sundays. Their services will include the cleaning of carpets, upholstery, and air ducts off-site at customer’s houses. There are total of six employees including the owner. However, a maximum of two employees will be present on site at a given time. Please see the Project Narrative for more details.

**Compliance with the Comprehensive Plan**

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

- **Future Land Use Plan:**
  - This property is illustrated as Commercial Industrial Urban Mix 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 and industrial uses. While the current use is commercial and the existing building contains multiple tenant spaces, the petitioner will work to enhance the subject tenant space with general maintenance. All activities and items stored will be inside to reduce any negative impacts.



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- The subject property is located along the defined River Road commercial corridor with a mobile home community to the north and west, commercial development to the south, and park to the east. The subject property contains a multi-tenant building with a variety of different commercial uses and is located in between large, established commercial developments along River Road. The request would assist in the retention of a new commercial business at this location and provide additional cleaning 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:**  
*Comment:* 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:**  
*Comment:* 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:**  
*Comment:* 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:**  
*Comment:* Please see the petitioner’s responses to Standards for Conditional Uses.
- 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:**  
*Comment:* 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:**  
*Comment:* Please see the petitioner’s responses to Standards for Conditional Uses.

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**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:**

Comment: 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:**

Comment: 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:**

Comment: 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:**

Comment: 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 City Council approve, approve subject to conditions, or deny the above-mentioned conditional use for a Trade Contactor use at 110 S. River Road. 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 condition that the parking area shall be repaved with a dust-free hard surface and the parking spaces shall be painted on the property to match the approved Site Plan.

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

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**A motion was made by Board Member Hofherr, seconded by Board Member Fowler, to recommend approval of a Conditional Use as required by Section 12-7-3(K) of the Zoning Ordinance for a trade contractor use at 110 S. River Road, and the approval of any other variations, waivers, and zoning relief as may be necessary; with the condition that the parking area shall be repaved with a dust-free hard surface and the parking spaces shall be painted on the property to match the approved Site Plan.**

AYES: Hofherr, Fowler, Catalano, Veremis, Saletnik

NAYES: None

ABSTAIN: None

**\*\*\*MOTION CARRIED UNANIMOUSLY\*\*\***

**CITY OF DES PLAINES**

**ORDINANCE Z - 50 - 21**

**AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR THE OPERATION OF A TRADE CONTRACTOR USE AT 110 S. RIVER ROAD, SUITE 5, DES PLAINES, ILLINOIS.**

**WHEREAS**, Neil Hansen ("*Petitioner*") is the lessee of the property commonly known as 110 S. River Road, Suite 5, 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 a one-story multi-tenant commercial building ("*Building*"); and

**WHEREAS**, the Petitioner desires to a carpet, upholstery, and air duct cleaning business ("*Proposed Use*") on the Subject Property; and

**WHEREAS**, the Proposed Use is classified as a trade contractor use; 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 the operation of 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 Ararex Real Properties Co. ("*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 September 28, 2021 pursuant to notice published in the *Des Plaines Journal* on September 8, 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 September 30, 2021, summarizing the testimony and evidence received by the PZB and stating the Board's recommendation, by a vote of 5-0, 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 September 16, 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:

THAT PART OF LOT 7 IN REDEKER ESTATE SUBDIVISION OF PARTS OF SECTION 8, 9, 16 AND 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THIRD PRINCIPLE MERIDIAN, LYING SOUTH OF A LINE WHICH IS PARALLEL TO AND 321.16 FEET NORTH OF THE SOUTH LINE OF LOT 7; AND LYING EAST OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE SOUTH LINE OF LOT 7, WHICH IS 17.62 FEET EAST OF THE SOUTHWEST CORNER OF LOT 7; THENCE RUNNING NORTH AT RIGHT ANGLES TO THE SOUTH LINE OF SAID LOT 7, 186.24 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 2 ACRES OF SAID LOT 7 (SAID LINE BEING 186.24 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 7); THENCE RUNNING EAST ON SAID NORTH LINE OF THE SOUTH 2 ACRES OF SAID LOT 7, 110 FEET; THENCE RUNNING NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 134.92 FEET TO A POINT ON A LINE WHICH IS PARALLEL TO AND 321.16 FEET NORTH OF THE SOUTH LINE OF SAID LOT, SAID POINT BEING 144.4 FEET WEST OF THE WEST LINE OF RIVER ROAD, IN COOK COUNTY, ILLINOIS.

PIN: 09-17-200-089-0000

Commonly known as: 110 S. River Road, Des Plaines, Illinois.

**SECTION 3. CONDITIONAL USE PERMIT.** Subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 4 of this Ordinance, the City Council grants the Petitioner a Conditional Use Permit to allow the Proposed Use and the operation of a trade contractor use on the Subject Property. The Conditional Use Permit granted by this Ordinance is consistent with and equivalent to a "special use" as referenced in Section 11-13-25 of the Illinois Municipal Code, 65 ILCS 5/11-13-25.

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

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

B. Compliance with Plans. Except for minor changes and site work approved by the City Director of Community and Economic Development in accordance with all applicable City standards, the development, use, operation, and maintenance of the Subject Property by the Petitioner and the Owner 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 the Petitioner, consisting of one page, and dated August 16, 2021, attached to and by this reference made a part of this Ordinance as **Exhibit A**; and
2. That certain "Proposed Site Plan" prepared by Owner, consisting of one page, and undated, attached to and by this reference made a part of, this

Ordinance as **Exhibit B** (“*Site Plan*”); and

3. That certain “Floor Plan” prepared by Amarex Real Properties Co., consisting of one page, and undated, attached to and by this reference made a part of, this Ordinance as **Exhibit C**.

C. Additional Condition. The parking area must be repaved with a dust-free hard surface and the parking spaces must be painted on the Subject Property to match the approved Site Plan.

**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 Permit granted in Section

3 of this Ordinance may be revoked after notice and hearing before the Zoning Administrator of the City, all in accordance with the procedures set forth in Section 12-4-7 of the Zoning Ordinance. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the C-3 District. Further, in the event of such revocation of the Conditional Use Permit, the City Manager and City's General Counsel are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. The Petitioner 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 12-4-7 of the Zoning Ordinance is provided to the Petitioner and Owner.

**SECTION 7. EFFECTIVE DATE.**

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

1. its passage and approval by the City Council in the manner provided by law;
2. its publication in pamphlet form in the manner provided by law;
3. the filing with the City Clerk by the Petitioner 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 D**; 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 \_\_\_\_\_

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

ATTEST:

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

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

Approved as to form:

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

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

I, \_\_\_\_\_, being the owner or other party in interest of the property legally described within this Ordinance, having read a copy of the Ordinance, do hereby accept, concur and agree to develop and use the Subject Property in accordance with the terms of this Ordinance.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

DP-Ordinance Approving Conditional Use for a Trade Contractor Use at 110 S. River Road

The Bright Side Inc.  
690 Sanders Road  
Northbrook, Illinois 60062-1709  
(847) 251-6860  
brightsidecarpet@yahoo.com



August 16, 2021

RE; Project Description for Conditional Use application for 110 S River Rd #5

The intention is to provide a new home base for my 28 year old service business. We will travel from there to clean carpets, upholstery, and air ducts off-site away from the home base at our customers' locations.

No construction or any changes whatsoever to the existing building is planned or necessary.

We will not be storing any unusual or hazardous materials. Just safe and biodegradable water-based cleaning products and cleaning tools, file cabinets, and storage of rugs, etc.

We do not invite the general public to visit our location. We do not sell any products or maintain a store front or a sign. We have a total of six employees including the owner.

The hours of business are 7 AM to 7 PM. The employees will report to the location in the morning, and then go to work at job sites throughout the area using our two vans that we park here. We have two office workers who answer telephones and sit in front of a computer to run the office. There is ample parking on site for all of our personal vehicles to be here during the day.

Otherwise, very little happens at our location since we mostly travel to other locations to do our work.

If there are any questions or if additional info is required, please contact me directly.

Thank You,

  
Neil Hansen

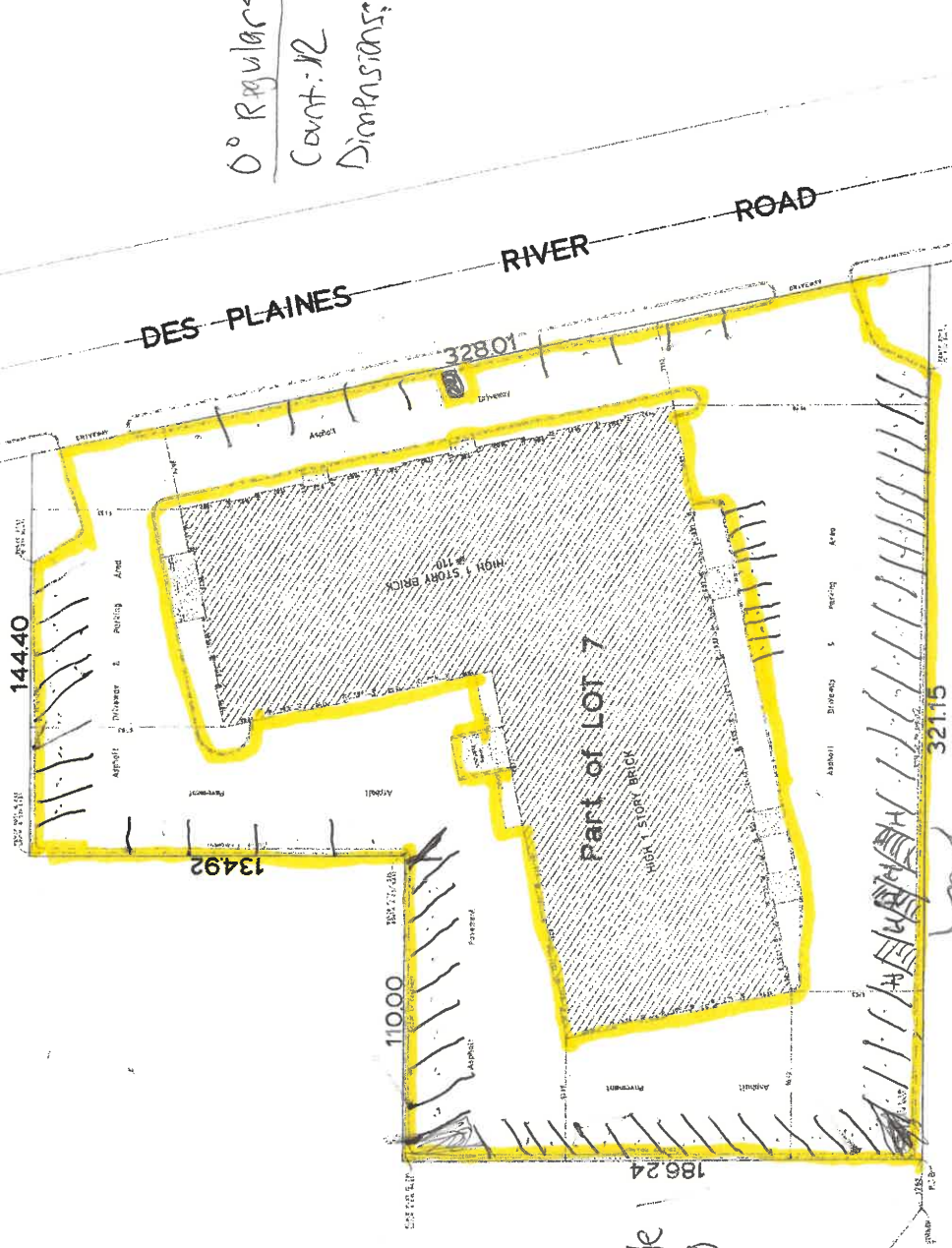


**MM SURVEYING CO., INC.**  
**PLAT OF SURVEY**

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing plat, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. My commission expires \_\_\_\_\_.

WITNESSES MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

COMMUNITY RECORDS IS: 14-17086 BOUNDARY PLAT, BLK 276



0° Regular Spaces  
Count: 12  
Dimensions: 7' wide  
by 20' long

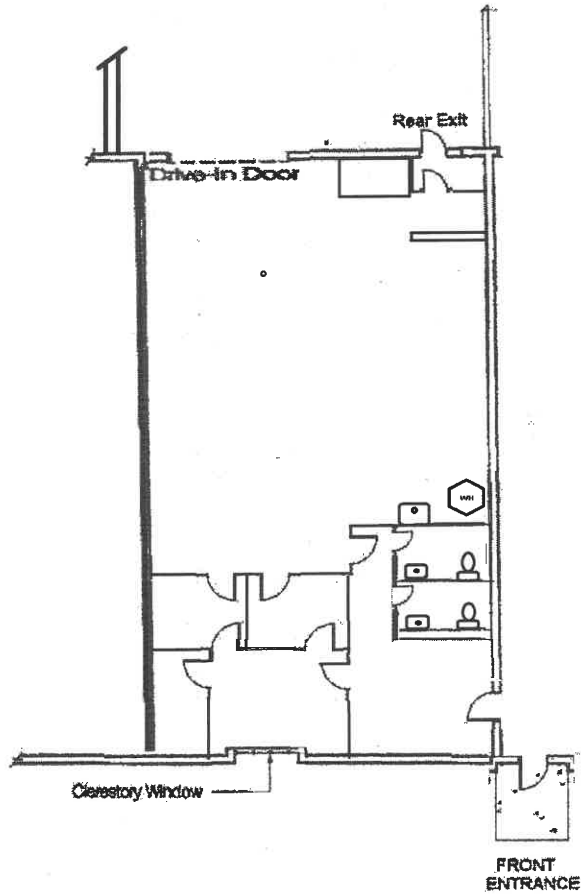
60' Regular Spaces  
Count: 54  
Dimensions: 8.5' wide  
by 18' long

90° Regular Spaces  
Count: 12  
Dimensions: 8.5' wide by  
18' long

Accessible Spaces  
Count: 4  
Dimensions: 18' long by 16' wide

State of Illinois  
County of Cook  
I, \_\_\_\_\_, Notary Public,  
do hereby certify that the  
above described property and the  
interest therein have been  
properly surveyed and  
recorded.

REAR  
PARKING



83 feet +/- by 31 feet +/-

PARKING

Floor Plan  
NTS



This drawing indicates the general scope of the space in terms of its layout and is not intended to be used as a construction document.

110 S. River Rd.  
Des Plaines, Illinois

SUITE 5

Amarex Real Properties Co.  
P.O. Box 1291  
Des Plaines, IL 60017-1291  
773-443-7880

**EXHIBIT D**

**UNCONDITIONAL AGREEMENT AND CONSENT**

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

**WHEREAS**, Neil Hansen ("*Petitioner*") is the lessee of the property commonly known as 110 S. River Road, Des Plaines, Illinois, Suite 5 ("*Subject Property*"); and

**WHEREAS**, the Subject Property is owned by Ararex Real Properties ("*Owner*"), which consented to the Petitioner's application; and

**WHEREAS**, Ordinance No. Z-50-21 adopted by the City Council of the City of Des Plaines on \_\_\_\_\_, 2021 ("*Ordinance*"), grants approval of a conditional use permit to allow Petitioner to operate a trade contractor use on the Subject Property, 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-50-21, 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:

**NEIL HANSEN**

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

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

**SUBSCRIBED** and **SWORN** to  
before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2021.

Its: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

ATTEST:

**ARAREX REAL PROPERTIES CO.**

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:** October 5, 2021  
**To:** Michael G. Bartholomew, MCP, LEED AP, City Manager  
**From:** John T. Carlisle, AICP, Director of Community and Economic Development *JTC*  
**Subject:** **Mannheim and Pratt Redevelopment – Case #21-041-MAP-TSUB-V**  
 Proposal for a Commercial Development at 2805-2845 Mannheim Road

**Issue:** The petitioner, contract purchaser Image Des Plaines LLC, in partnership with developer GW Properties, is requesting the following from the Zoning Ordinance to allow a restaurant and retail development: (i) a Map Amendment from C-2 Limited Office Commercial to C-3 General Commercial as required by Section 12-7-3 and (ii) a Major Variation to allow more than one principal building on a zoning lot as required by Section 12-7-1. In addition, the petitioner requested and was approved for a Tentative Plat of Subdivision by the Planning and Zoning Board (PZB) per Section 13-2-2 of the Subdivision Regulations.

**PINs:** 09-33-300-001-0000; 09-33-300-002-0000; 09-33-300-003-0000; 09-33-300-004-0000; 09-33-300-005-0000; 09-33-300-006-0000; 09-33-300-007-0000; 09-33-300-008-0000; 09-33-300-009-0000; 09-33-301-008-0000; 09-33-301-014-0000; 09-33-301-015-0000

**Petitioner:** Image Des Plaines LLC (Contact: Mike Scheid, Image Media, 5101 Darmstadt Rd. Suite A Hillside, IL), in partnership with GW Properties, 2211 N. Elston Ave, Suite 400, Chicago, IL 60614

**Owner:** Prominence Des Plaines LLC, 1375 Remington Rd, Suite E, Schaumburg, IL 60173

**Existing Zoning:** C-2 Limited Office District (proposed as C-3 General Commercial District)

**Surrounding Zoning:**  
 North: C-3, General Commercial District  
 South: C-3, General Commercial District  
 East: C-3, General Commercial District  
 West: Commercial (Village of Rosemont)

**Surrounding Land Use**  
 North: Commercial (banquet hall)  
 South: Tollway; Orchards at O'Hare commercial development  
 East: Railroad; ComEd facility



West: Commercial (hotel)

**Street Classification**

Mannheim Road is an arterial road, and Pratt Avenue is a local road.

**Comprehensive Plan**

Commercial is the recommended use of the property.

**Project Summary:**

Image Des Plaines LLC is contract purchaser of the approximately four-acre site at the southeast corner of Mannheim Road and Pratt Avenue, roughly bordered by the Canadian National rail line on the east and I-90/Tollway on the south. Aside from an existing billboard in the southwest corner, the site is currently vacant, despite having received redevelopment interest in the past (most notably for a La Quinta Inn motel that did not materialize). Image Des Plaines is partnering with Chicago-based developer GW Properties to propose a full redevelopment of the largely vacant site with the following concepts:

- A 5,000-square-foot building, currently envisioned as a Class A restaurant
- A 10,500-square-foot multi-tenant commercial building containing a mix of restaurants and retail
- 212 surface parking spaces, including eight mobility impaired accessible spaces
- A 19,000-square-foot above-ground basin for stormwater
- A new electronic message board billboard in the southeast corner of the site (a separate application has been filed regarding the billboard: Case 21-042-TA-V)

The existing zoning designation, C-2, allows restaurants and retail only when they are accessory to an office or hotel. A map amendment to C-3 would entitle both restaurants and retail as permitted uses. The developer has begun negotiations with multiple tenants, one of which was divulged during the public hearing as Outback Steakhouse, which would occupy the single-tenant, northern building.

The Tentative Plat of Subdivision shows the land being delineated into four lots of record: Lot 1 (northernmost) is the standalone restaurant with parking, Lot 2 is the multi-tenant restaurant-retail development with parking and stormwater basin, and Lots 3 and 4 are for billboards. Lots 3 and 4 will not meet minimum lot dimensions, and Lot 4 will not front on a public street, requiring variation at the time of approval of the Final Plat of Subdivision. Otherwise, the Tentative Plat meets the requirements as expressed in Section 13-2-2. Of note, the Plat labels a 12-inch sanitary sewer running north-south and bisecting the property. The City's Public Works and Engineering Department will require the sewer connection to be maintained via an easement indicated on the Final Plat. Other underground infrastructure on site may be abandoned, as the previous Alger Street and Railroad Avenue were vacated in years past. The Site Plan indicates an easement and access drive from the parking lot area in Lot 2 to the billboard area, which will be necessary for maintenance and repair to the billboard.

Although the full development after subdivision may exist eventually under separate ownership, it will be built upon as a unit under common ownership, which makes it one zoning lot at this time of initial review. Section 12-7-1 limits zoning lots to one principal building except in instances

of planned unit development (PUD), C-4-zoned regional shopping centers, and other large-lot institutional and industrial development. The petitioner is not applying for a PUD nor do they propose joining all of the potential commercial tenants under one roof, in large part because of the site-selection demands of the potential tenants. Therefore, the petitioner is seeking a variation from this provision.

The following is an estimated application of the parking requirements (Section 12-9-7) for the various uses, with some assumptions based on the envisioned mix of tenants and their possible layouts:

- **Restaurant (Class A) / North Building:** 1 space for every 100 square feet of net floor area, or 1 space for every 4 seats, whichever is greater, plus 1 space for every 3 employees.
  - *Comment:* Employee counts and detailed floor plans are not yet available, but Lot 1 of the subdivision is shown with 97 parking spaces. Assuming 4,000 square feet of net floor area and 30 employees (restaurant staff working at one time), the requirement would be around 50 spaces. The parking appears to be ample and, in fact, much could be utilized by the uses in the other building if necessary.
- **Restaurants (Class B) / South Building:** 1 space for every 50 square feet of net floor area, or 1 space for every 4 seats, whichever is greater, plus 1 space for every 3 employees.
  - *Comment:* Employee counts are not yet available, but Lot 2 of the subdivision is shown with 115 parking spaces. Assuming 5,000 square feet of net area plus 15 employees, the requirement is 105 spaces.
- **Retail establishment / South Building:** 1 space for every 250 square feet of gross floor area.
  - *Comment:* The estimated requirement would be 16 spaces, although there are specific types of retail establishments that have separate ratios than the general one used here.

In summary, the total parking requirement is estimated around 170-175 spaces, so the parking would likely be more than sufficient. Regarding traffic, the petitioner submitted a study conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.). The study concludes that while the development and uses can be expected to generate additional traffic, the existing roadway system can accommodate the traffic without the need for additional signals, lanes (e.g. turn or deceleration lanes), or other substantial changes to either Mannheim or Pratt. The study also concludes the site layout allows for efficient internal circulation and access. See Attachment 10 for the report. While the conclusions generally seem reasonable, the Illinois Department of Transportation will need to permit the proposed driveway to Mannheim. IDOT may require this to be altered to a "right-in, right-out" configuration.

### **PZB Action**

The PZB held a public hearing and reviewed and concurred with the petitioner's responses to map amendment and variation standards (Attachments 4 and 5 respectively), as well as the staff memo comments. These are captured in the excerpt to the draft minutes of the September 28, 2021 meeting (Attachment 11). The Board voted 5-0 to approve the Tentative Plat of Subdivision and 5-0 to *recommend* approval of the Map Amendment and Major Variation.

### **City Council Procedure and Recommended Conditions**

Pursuant to Section 12-3-7.D.4 and 12-3-6.G, the City Council has the authority to approve, approve with modifications, or deny the requests. The City Council has final authority over the map amendment and variation regarding the number of principal buildings. Should the City Council approve the requests, staff and the PZB suggest the following conditions:

1. All proposed ground and building-mounted signs must comply with all provisions of Section 12-11, or the petitioner must obtain zoning approval.
2. A lighting plan labeling all building-mounted and freestanding light fixtures and providing photometric details must be submitted and approved with the building permit.
3. Grading/drainage and other on-site infrastructure and public improvement details are provided to the satisfaction of the Public Works and Engineering Department with the submission of the Final Plat of Subdivision.

### **Attachments:**

Attachment 1: Location/Zoning Map

Attachment 2: Site Photos

Attachment 3: Project Narrative

Attachment 4: Responses to Map Amendment Standards

Attachment 5: Responses to Variation Standards

Attachment 6: Plat of Survey

Attachment 7: Landscape Plan

Attachment 8: Concept Renderings

Attachment 9: Traffic Study<sup>1</sup>

Attachment 10: Letter from PZB Acting Chairman Paul Saletnik

Attachment 11: Excerpt from Draft Minutes of September 28, 2021 meeting

### **Ordinance Z-51-21**

Exhibit A: Legal Description

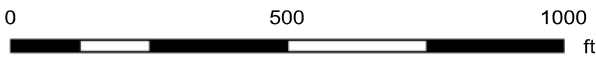
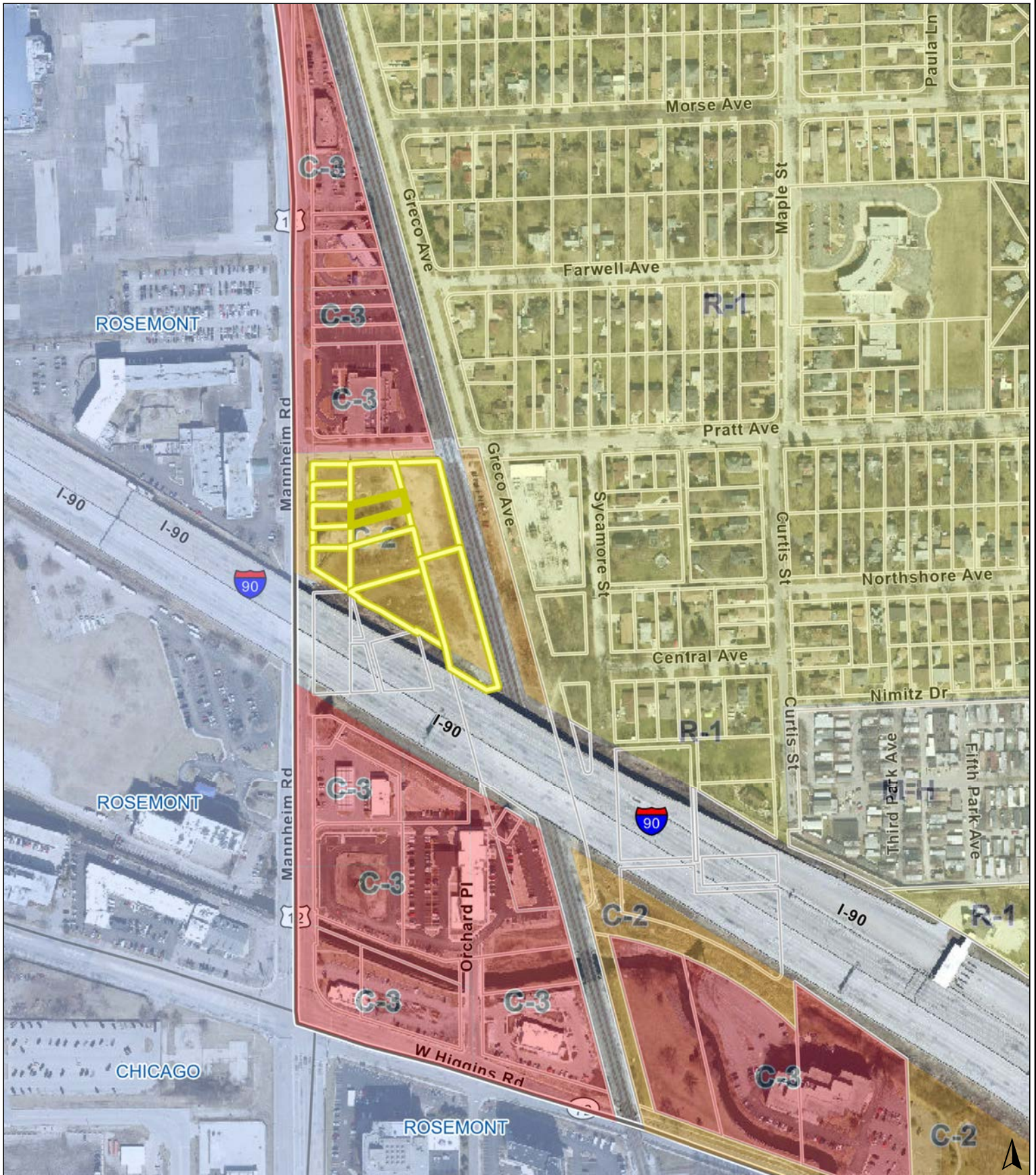
Exhibit B: Tentative Plat of Subdivision

Exhibit C: Site Plan

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<sup>1</sup> Without appendices. Full report is available upon request to City staff.





Print Date: 9/21/2021

Notes

Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.



**Site Photos by Staff**



Looking south from northwest corner of site



Looking southeast from Mannheim



Looking toward southeast corner of site



Looking west toward Rosemont Hyatt Place hotel from center of the site



Looking north toward existing Pratt curb cut



Looking west toward existing billboard, Tollway



September 9, 2021

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

**RE: 2805-2845 Mannheim Road, Des Plaines – Project Narrative**

Dear Village of Des Plaines,

GW Properties is proposing a new development on the Southeast corner of Mannheim Road and Pratt Street in Des Plaines, Illinois. The site would include a 5,000sf free standing restaurant, as well as a 10,000sf building that can fit up to an additional three restaurants and/or retail tenants, tenants to be determined. Our complete development application provides the finding of facts with regard to our site plan, variance, and map amendment request.

The proposed project if approved would be designed and constructed per the development site plan as submitted. Upon completion, the project would be subdivided into four lots to allow the proposed buildings and billboards to be on its own legal lots. The contribution to the project by Image Media Des Plaines, LLC, for the billboard is essential to the feasibility and successful development of the property and the development will not proceed without approval of the billboard, which is subject to a tandem zoning application filed in conjunction with this matter.

Furthermore, we have spoken with our traffic consultant, KLOA, although not directly with IDOT, in order to determine where to locate the curb cuts for our development. After various discussions with KLOA, we believe that the access drives as shown would be acceptable to IDOT, but still needs further review. Ultimately, all development activities would be completed in accordance with the City of Des Plaines, IDOT and all other governmental/municipal requirements.

This property would ultimately be transformed from its current state of vacant land into a vibrant development with many new businesses and offerings that will be complementary to the surrounding area. This project would create well over a dozen of new full-time jobs in Des Plaines and generate hundreds of thousands of dollars in property and sales tax for the City on an annual basis that do not exist today. This project entails the highest and best use for the property and is a rare opportunity to create one cohesive development that has been thoughtfully designed and considered.

We look forward to working with the City of Des Plaines on all aspects of the proposed development and welcome the opportunity to discuss it soon. If you have any questions, please feel free to contact me.

Regards,

A handwritten signature in black ink that reads 'Mitch Goltz'.

Mitch Goltz  
Principal  
GW Properties

## STANDARDS FOR MAP AND TEXT AMENDMENTS

### Responses to Standards for Map and Text Amendments

- Whether the proposed amendment is consistent with the goals, objectives, and policies of the comprehensive plan, as adopted and amended from time to time by the city council
  - **The Des Plaines Comprehensive Plan provides, in pertinent part, that according to Chapter 4, Section 4.2, “The City should revisit its current zone classifications and add a new zone exclusively for mixed-use development or amend existing regulations to allow for mixed uses. Focus should be placed on commercial areas zoned C-1, C-2, and C-3, for potential sites for mixed-use development.” We are requesting that the subject property be amended and rezoned in accordance with the intent of the Plan from C-2 to C-3.**
- Whether the proposed amendment is compatible with current conditions and the overall character of existing development in the immediate vicinity of the subject property
  - **The proposed amendment to change the zoning from C-2 to C-3 is compatible with the current conditions and the overall character of existing development in the immediate vicinity of the subject property. As the site currently sits it is vacant land surrounded by commercial buildings such as retail, restaurants, and hotels.**
- Whether the proposed amendment is appropriate considering the adequacy of public facilities and services available to this subject property
  - **Public facilities such as, sanitary sewers, storm sewers, water lines are all available and adequate for the proposed amendment and project and will be tapped and connected, per permit, in accordance with City code. In order to determine the exact locations for our anticipated connections to public facilities, forthcoming will be our civil engineering plans which describe accessibility and adequacy.**
- Whether the proposed amendment will have an adverse effect on the value of properties throughout the jurisdiction
  - **The proposed zoning amendment will not have adverse effects on the value of properties throughout the jurisdiction. To the contrary, we have determined that with the addition of our project, values of the surrounding parcels will increase as they are no longer located next to or near vacant undeveloped land.**
- Whether the proposed amendment reflects responsible standards for development and growth.
  - **With the proposed zoning amendment from C-2 to C-3, this ultimately allows for vacant, undeveloped land to be constructed into a project that not only provides a place of convenience and gathering for the residents of Des Plaines, but more importantly lays a foundation for future developments within the vicinity.**



## STANDARDS FOR VARIATIONS

### Responses to Standards for Variations

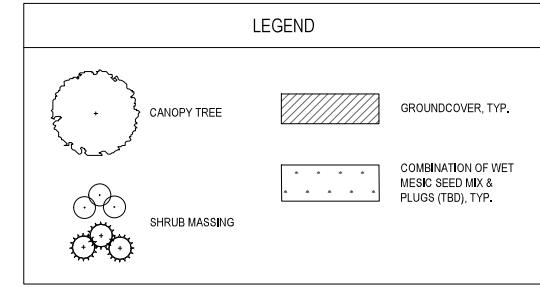
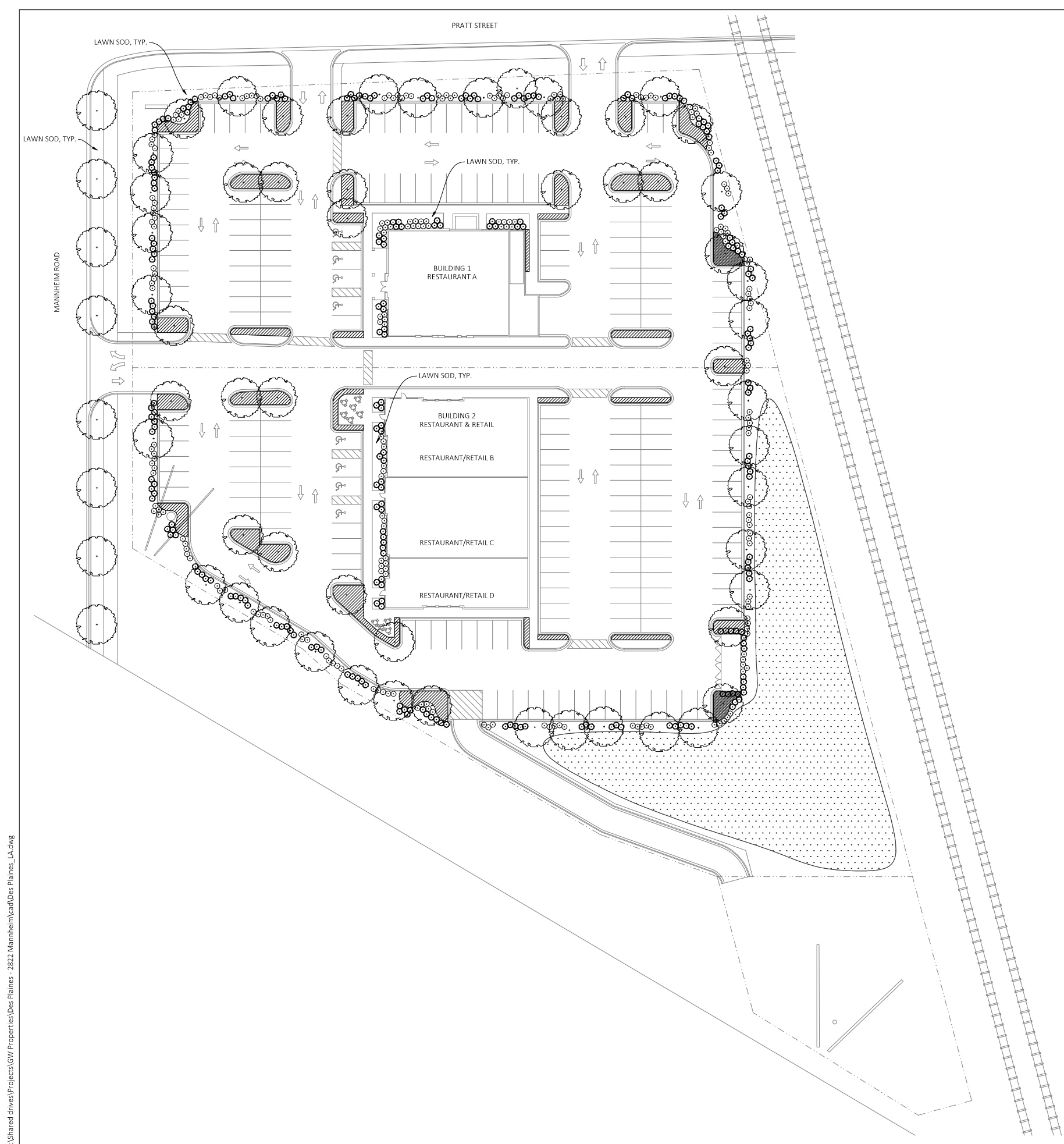
- **Hardship:** No variation shall be granted pursuant to this subsection H unless the applicant shall establish that carrying out the strict letter of the provisions of this title would create a particular hardship or a practical difficulty.
  - **In the event the Applicant is required to comply with the strict letter of the provisions of the Zoning Code, the proposed subdivision would be impossible to construct and legally record with the county. The dimensions of the site, the subdivision requirements in conjunction with the inability to meet the requirements of a P.U.D would prohibit this property from being redeveloped in an efficient manner. In order (i) to meet the requirements of the existing Zoning Code and (ii) to allow for more than one principal structure on a single lot of record, it is essential to the operation of the tenants that a variance be granted for the subdivision standards.**
- **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.
  - **The property has the unique physical condition of being situated on the southeast corner of a significantly busy street. This traffic flow is necessary to generate the required demand from a restaurant standpoint and provide the tenants with sufficient customer demand to be viable. The irregular shape of the east side yard along the train tracks would impede the ability for the tenants to spread out amongst the site and build their respective spaces.**
- **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.
  - **The location and shape of the property is the result of (i) roadways created prior to the Applicant's acquisition and (ii) not as a result of any of the property's prior owners.**
- **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.
  - **The requirement to not allow more than one principal structure on a single lot of record will deprive the Applicant of substantial rights commonly enjoyed by other lots subject to the same provision. The property in its current condition sits on a parcel of land that dimensionally restricts the possibility to develop the lot and fulfill the subdivision requirement and market demands in a suitable and useful manner. The Applicant is requesting a variance that should be subjected to allow for two principal structures to be subdivided onto a single lot. Ultimately, in the event the**



**Applicant is not granted the requested variance, then the Applicant will not be able to develop the property in accordance with its plans and specifications, which will ultimately prevent the ability of the Applicant to enjoy the commercial use of the property.**

- 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.
  - **The Applicant is not requesting a special privilege, but rather consideration with regard to the number of principal structures allowed on a single subdivided lot. The proposed development is driven by not only specific tenant standards, but by market standards and governmental standards which request separate taxing parcels for each specified tenant on within the development.**
- 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.
  - **The geometry of the property does not allow the project to be viable without the variation of allowing more than one principal structures on a single lot of record. The variation will result in a use and development of the property in harmony with the general and specific purposes of the Zoning Code and comprehensive plan.**
- 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.
  - **Given the dimensions of the parcel and the constraints of surrounding area, there is no means other than the requested variation to allow for more than one principal structures on a single lot of record that will allow for this project to be viable both from a development and more importantly a tenant perspective.**
- 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.
  - **The variation to allow more than one principal structures on a single lot of record is the minimum measure of relief necessary to alleviate the alleged hardship and constraints of the parcel in conjunction with the various tenants needs and requirements.**





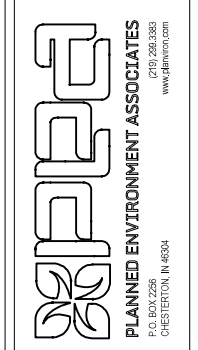
PROPOSED PLANT PALETTE						
KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	COMMENTS
<b>DECIDUOUS TREES</b>						
CS	#	CATALPA SPECIOSA	NORTHERN CATALPA	2.5" CAL.	PER PLAN	B&B SPECIMEN
GBA	#	GINKGO BILOBA 'AUTUMN GOLD'	AUTUMN GOLD GINKGO	2.5" CAL.	PER PLAN.	B&B SPECIMEN
GTS	#	GLEDITSIA TRIACANTHOS 'SKYCOLE'	SKYLINE HONEYLOCUST	2.5" CAL.	PER PLAN	B&B SPECIMEN
GDE	#	GYMNOCLADUS DIOCUS 'ESPRESSO'	ESPRESSO KENTUCKY COFFEETREE	2.5" CAL.	PER PLAN	B&B SPECIMEN
NS	#	NYSSA SYLVATICA	BLACK GUM	2.5" CAL.	PER PLAN	B&B SPECIMEN
UT	#	ULMUS 'MORTON GLOSSY'	TRIUMPH ELM	2.5" CAL.	PER PLAN	B&B SPECIMEN
<b>DECIDUOUS SHRUBS</b>						
AIB	#	ARONIA MELANOCARPA 'MORTON'	IROQUOIS BEAUTY CHOKEBERRY	#3 CONT.	36" O.C.	
CAV	#	CLETHRA ALNIFOLIA 'CALEB'	VANILLA SPICE SUMMERSWEET	#3 CONT.	48" O.C.	
FGA	#	FOTHERGILLA GARDENII	DWARF FOTHERGILLA	#3 CONT.	36" O.C.	
HQR	#	HYDRANGEA QUERCIFOLIA 'RUBY SLIPPERS'	RUBY SLIPPERS HYDRANGEA	#3 CONT.	48" O.C.	
HKA	#	HYPERICUM KALMIANUM	KALM'S ST. JOHNSWORT	#3 CONT.	36" O.C.	
IVR	#	ILEX VERTICILLATA 'RED SPRITE'	RED SPRITE WINTERBERRY	#3 CONT.	36" O.C.	(1) MALE PER MASSING
<b>EVERGREEN SHRUBS</b>						
IGS	#	ILEX GLABRA 'SHAMROCK'	SHAMROCK INKBERRY	#3 CONT.	36" O.C.	
JGO	#	JUNIPERUS VIRGINIANA 'GREY OWL'	GREY OWL COMPACT JUNIPER	#3 CONT.	48" O.C.	
<b>GROUNDCOVERS</b>						
AUU	#	ARCTOSTAPHYLOS UVA-URSI 'MASS.'	COMMON BEARBERRY	#1 CONT.	36" O.C.	
RAG	#	RHUS AROMATICA 'GRO LOW'	GRO-LOW SUMAC	#3 CONT.	48" O.C.	

PROJECT NAME:  
**GW PROPERTIES  
 DES PLAINES**  
 MANNHEIM ROAD & PRATT STREET  
 DES PLAINES, IL 60018

OWNER NAME:  
**GW PROPERTIES**  
 2211 N. ELSTON AVENUE, UNIT 304  
 CHICAGO, IL 60614

CONSULTANTS:  
**DESIGN STUDIO 24,  
 LLC.**  
 2211 N. ELSTON AVENUE  
 CHICAGO, IL 60614  
 p. 847.885.8300

**KIMLEY HORN**  
 4201 WINFIELD ROAD, SUITE 600  
 WARRENVILLE, IL 60555  
 p. 630.487.5550



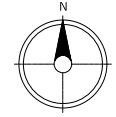
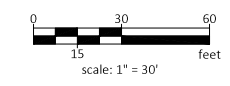
SUBMITTAL & REVISIONS	
1	5/24/2021 SCHEMATIC DESIGN

STAMP:

TITLE:  
**LANDSCAPE PLAN**

SHEET:  
**L100**

DRAWN BY: JIF  
 CHECK BY: JRR  
 PROJECT #:



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MANNHEIM RD & PRATT ST  
DES PLAINES, ILLINOIS





 **designstudio24 LLC**  
ARCHITECTS - DESIGNERS - PLANNERS

 **GW**  
PROPERTIES

MANNHEIM RD & PRATT ST  
DES PLAINES, ILLINOIS





 **designstudio24 LLC**  
ARCHITECTS - DESIGNERS - PLANNERS

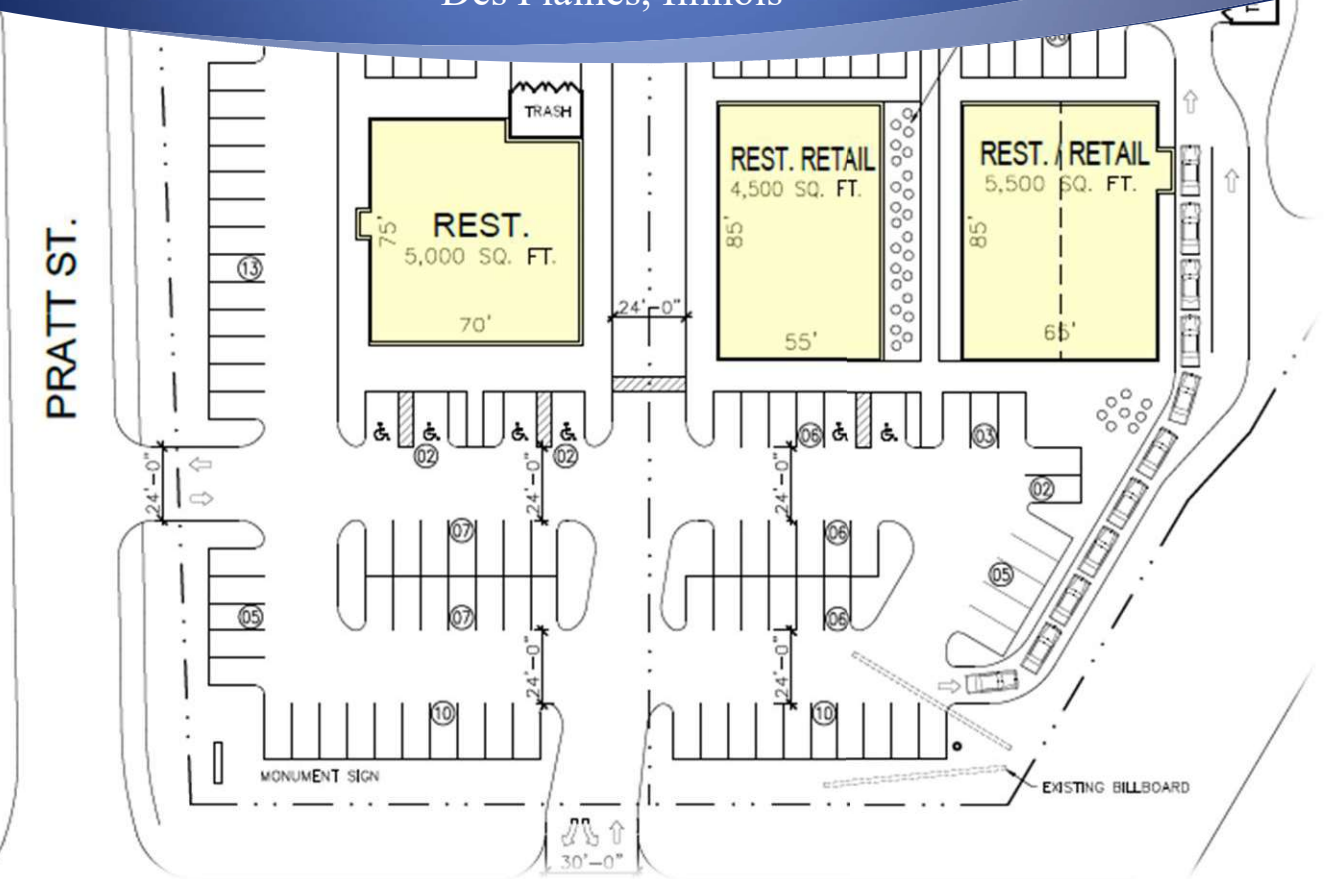
 **GW**  
PROPERTIES

MANNHEIM RD & PRATT ST  
DES PLAINES, ILLINOIS



# Traffic Impact Study Proposed Mannheim/Pratt Retail Development

Des Plaines, Illinois



Prepared For:



August 26, 2021

# Executive Summary

Kenig, Lindgren, O’Hara, Aboona, Inc. (KLOA, Inc.) conducted a traffic impact study for the proposed Mannheim/Pratt retail development to be located in the southeast quadrant of the unsignalized intersection of Mannheim Road with Pratt Street in Des Plaines, Illinois.

The plans call for three retail buildings that all contain multiple dining establishments, totaling approximately 15,400 square feet of restaurant space. The plans call for two sit-down restaurants, a fast casual restaurant, and a quick-service restaurant (QSR) with a pick-up lane. The site is proposed to be served by two full-movement access drives off Pratt Street and a restricted access drive off Mannheim Road.

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

1. Existing Conditions - Analyzes the capacity of the existing roadway system using existing peak hour traffic volumes in the surrounding area.
2. Year 2027 Total Projected Conditions - The total projected traffic volumes includes the existing traffic volumes increased by a regional growth factor of three percent, traffic estimated to be generated by planned developments in the area, and the traffic estimated to be generated by the proposed development.

The following summarizes the results and recommendations of the study:

- The proposed development-generated traffic will be consistent and compatible with traffic patterns and volumes in the area.
- The proposed restaurant land uses typically attract a significant amount of its traffic from the existing traffic on the adjacent roadway network en route to another destination. As such, the net new traffic the subject development is proposed to generate is reduced.
- The proposed access system to serve the development will help disperse the development-generated traffic onto the surrounding roadway network and provide alternatives for the site traffic to enter and exit the development.
- A southbound left-turn lane on Mannheim Road is not recommended given the existing offset alignment of Pratt Street with the hotel access drive to the north. Providing a southbound left-turn lane at Pratt Street will impact northbound left-turn movements at the Hyatt access drive, which has an offset T-intersection approximately 80 feet to the north of Pratt Street.



- No traffic control or roadway improvements are recommended at the signalized intersection of Mannheim Road with Lunt Avenue or at the offset, all-way stop sign controlled intersection of Maple Street/Curtis Street with Pratt Street.
- The two proposed full access drives off Pratt Street will each provide one inbound lane and one outbound lane under stop sign control. No improvements on Pratt Street are needed or recommended.
- The proposed restricted access off Mannheim Road will provide one inbound lane and one outbound lane under stop sign control. The access drive will be designed to physically restrict and channelize vehicles to right-in/right-out only turning movements.
- The site layout allows for efficient internal circulation and access to the three proposed access drives serving the development.
- The proposed pick-up lane serving the QSR will have a counterclockwise rotation and a bypass lane for vehicles to exit from the queue. The proposed stacking for the pick-up lane will be adequate.

# 1. Introduction

A traffic impact study was conducted for the proposed Mannheim/Pratt retail development to be located in the southeast quadrant of the intersection of Mannheim Road with Pratt Street in Des Plaines, Illinois. The intersection of Mannheim Road with Pratt Street is unsignalized.

The plans call for three buildings housing multiple dining establishments, totaling approximately 15,400 square feet of restaurant space. The plans call for two sit-down restaurants, a fast casual restaurant, and a 2,400 square-foot quick-service restaurant (QSR) with a pick-up lane. The site is proposed to be served by two full-movement access drives off Pratt Street and a restricted access drive off Mannheim Road.

The sections of this report present the following:

- Existing roadway conditions including vehicle, pedestrian, and bicycle traffic volumes for the weekday morning and weekday evening peak hours
- A detailed description of the proposed development
- Vehicle trip generation for the proposed development
- Directional distribution of development-generated traffic
- Regional growth in traffic and background development traffic for Year 2027 no-build conditions
- Future transportation conditions including access to and from the development

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

1. Existing Conditions - Analyzes the capacity of the existing roadway system using existing peak hour traffic volumes in the surrounding area.
2. Year 2027 Total Projected Conditions - The total projected traffic volumes includes the existing traffic volumes increased by a regional growth factor of three percent, traffic from planned background developments in the immediate area, and the traffic estimated to be generated by the proposed subject development.

The purpose of this study was to examine existing traffic conditions to establish a base condition, assess the impact that the proposed development would have on traffic conditions in the area, and determine the roadway and traffic control improvements needed to mitigate this development's impact based on Year 2027 projected traffic conditions.

## 2. Existing Conditions

Existing traffic and roadway conditions were documented based on field visits and traffic counts conducted by KLOA, Inc. The following provides a detailed description of the physical characteristics of the roadways including geometry and traffic control, adjacent land uses, and peak hour traffic flows along area roadways.

### Site Location

The development site is located in the southeast quadrant of the unsignalized intersection of Mannheim Road with Pratt Street in Des Plaines, Illinois and is generally bordered by Pratt Street to the north, Interstate 90 to the south, Canadian National Railway (CN) railroad tracks to the east, and Mannheim Road to the west. There are four curb cuts along Mannheim Road and one on Pratt Street. These provide maintenance access to billboards and Illinois Department of Transportation (IDOT) devices located along Interstate 90. **Figure 1** shows the location of the site in relation to the area roadway system. **Figure 2** shows an aerial view of the site.

### Surrounding Land Uses

Land uses surrounding the site include Café La Cave restaurant and Royal Touch car wash to the north, residential to the east, and Hyatt Place hotel and Allstate Arena to the west of Mannheim Road. The Rosemont Marketplace shopping center is located in the northwest quadrant of the signalized intersection of Mannheim Road with Lunt Avenue and the Potbelly/Starbucks restaurant development is located north of Royal Touch car wash.

### Existing Roadway System Characteristics

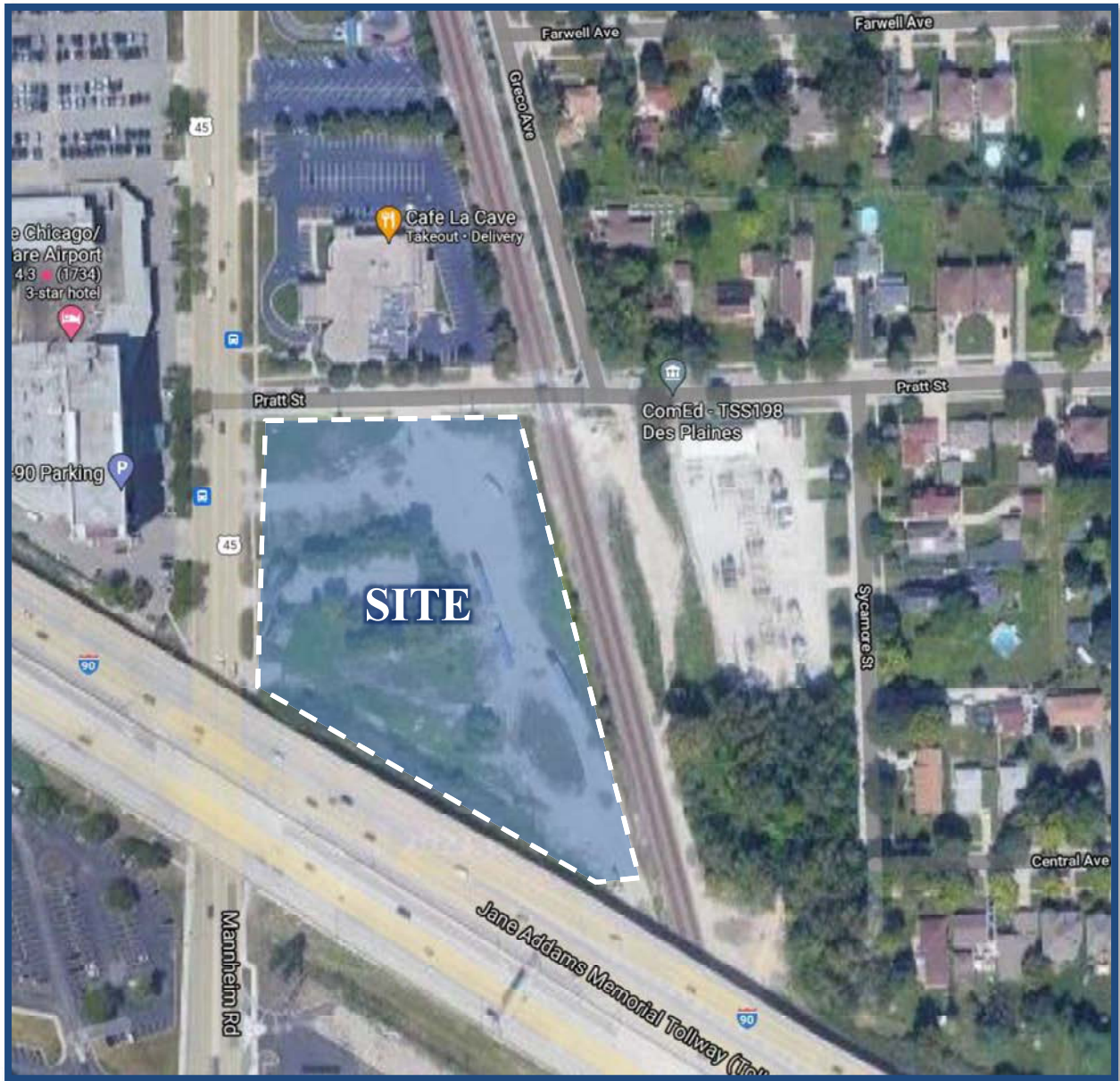
The characteristics of the existing roadways that surround the proposed development are illustrated in **Figure 3** and described below.

*Mannheim Road (US Route 12 and 45)* is a north-south other principal arterial roadway that is under the jurisdiction of IDOT. The roadway is designated as a Strategic Regional Arterial (SRA). At its signalized intersection with Lunt Avenue, an exclusive left-turn lane and two through lanes are provided on the northbound approach and a through lane and a combined through/right-turn lane are provided on the southbound approach along with a high-visibility crosswalk. No exclusive turn lanes are provided on Mannheim Road at its unsignalized intersection with Pratt Street. Mannheim Road has a posted speed limit of 40 mph and carries an Annual Average Daily Traffic (AADT) volume of 24,700 vehicles (IDOT 2019).



Site Location

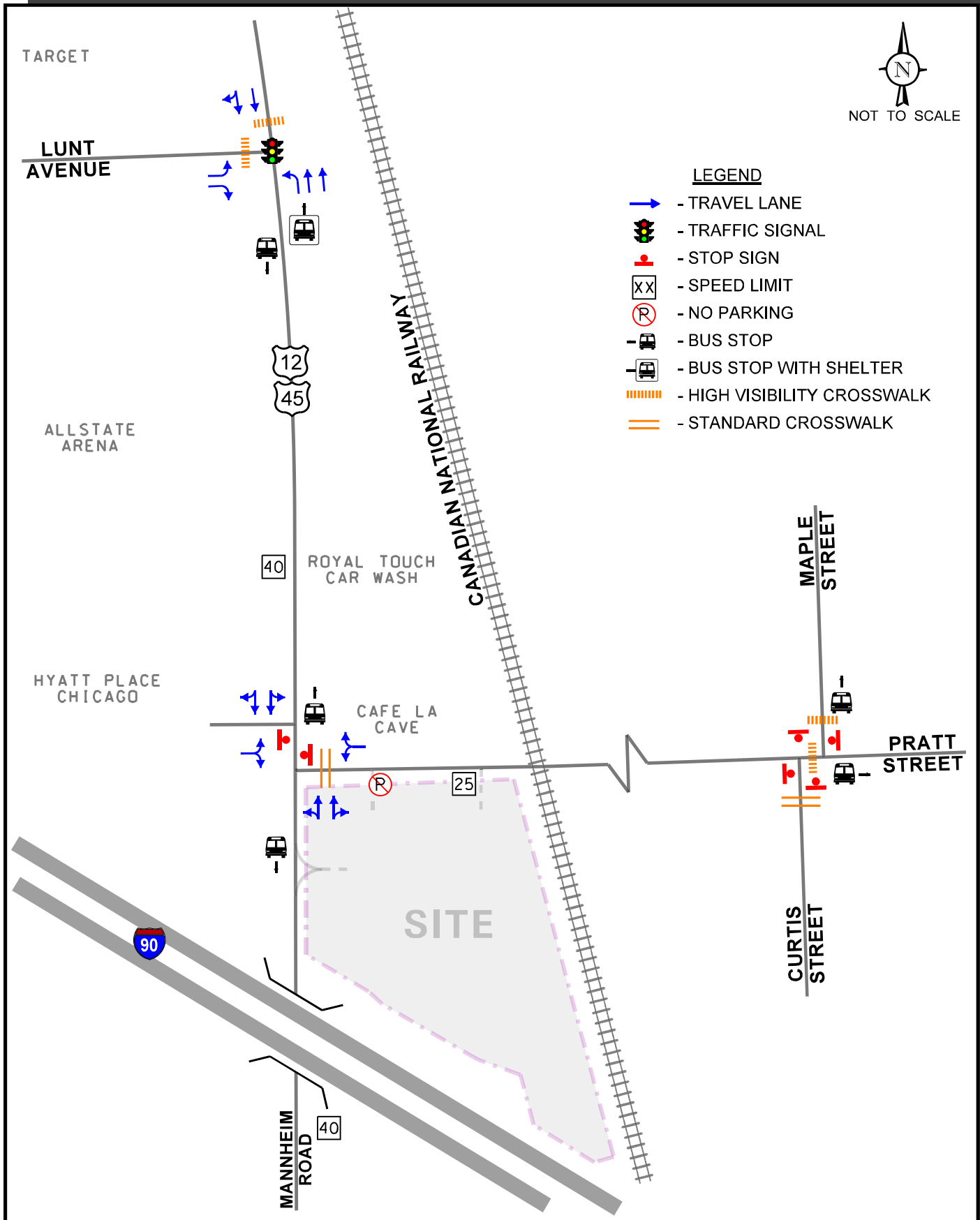
Figure 1



Aerial View of Site

Figure 2





Mannheim-Pratt  
Development  
Des Plaines, Illinois

Existing Roadway Characteristics



Job No: 21-236

Figure: 3

*Pratt Street* is an east-west local roadway that is under stop sign control at its three-way intersection with Mannheim Road (US Route 12 and 45) providing one inbound lane and one outbound lane allowing both left- and right-turn exiting movements. The westbound approach provides a standard-style crosswalk. One of the access drives to the Hyatt Place hotel is located on the west side of Mannheim Road approximately 80 feet north of Pratt Street. Pratt Street is under all-way stop sign control at its intersection with Maple Street/Curtis Street to the east of Mannheim Road and provides a high-visibility crosswalk in the middle of the offset intersection. There is an at-grade railroad crossing between Mannheim Road and Maple Street/Curtis Street. Pratt Street carries an AADT volume of 1,950 vehicles (IDOT 2018). The posted speed limit is 25 mph and parking is restricted on both sides of the roadway. Pratt Street is under the jurisdiction of the City of Des Plaines.

*Maple Street/Curtis Street* are north-south local roadways that provide one lane in each direction and T-intersect Pratt Street as an offset intersection. Maple Street is north of Pratt Street and Curtis Street is south of Pratt Street. The southbound approach provides a high-visibility crosswalk and the northbound approach provides a standard-style crosswalk. On-street parking is permitted on both sides of the roadways and the posted speed limit is 25 mph. Maple Street and Curtis Street are under the jurisdiction of the City of Des Plaines.

*Lunt Avenue* is an east-west roadway that provides one lane in each direction and is under the jurisdiction of the Village of Rosemont. At its signalized intersection with Mannheim Road, Lunt Avenue provides an exclusive left-turn lane and an exclusive right-turn lane. Lunt Avenue provides a high-visibility crosswalk on the eastbound approach. Parking is restricted on both sides of the roadway and the posted speed limit is 25 mph.

## Existing Traffic Volumes

Vehicle, pedestrian, and bicycle traffic counts were conducted on Wednesday, August 18, 2021 and Thursday, August 19, 2021 during the morning (7:00 to 9:00 A.M.) and the evening (4:00 to 6:00 P.M.) peak periods at the following two intersections:

- Mannheim Road with Pratt Street (stop sign)
- Mannheim Road with Hyatt access drive (stop sign)

From the manual turning movement count data, it was determined that the weekday morning peak hour generally occurs between 7:30 and 8:30 A.M. and the weekday evening peak hour generally occurs between 4:30 and 5:30 P.M. These two respective peak hours will be used for the traffic capacity analyses and are presented later in this report. Pedestrian and bicycle activity was reported to be very low at the study intersections. A copy of the existing traffic counts is included in the Appendix.



Furthermore, traffic counts previously conducted in 2018 were utilized for the following two intersections:

- Mannheim Road with Lunt Avenue (signalized)
- Maple Street/Curtis Street with Pratt Street (all-way stop sign)

The traffic counts conducted in 2021 were compared with the 2018 counts and it was determined that no adjustments were needed to reflect normal traffic conditions.

The existing peak hour vehicle traffic volumes are shown in **Figure 4**.

### Railroad Crossing

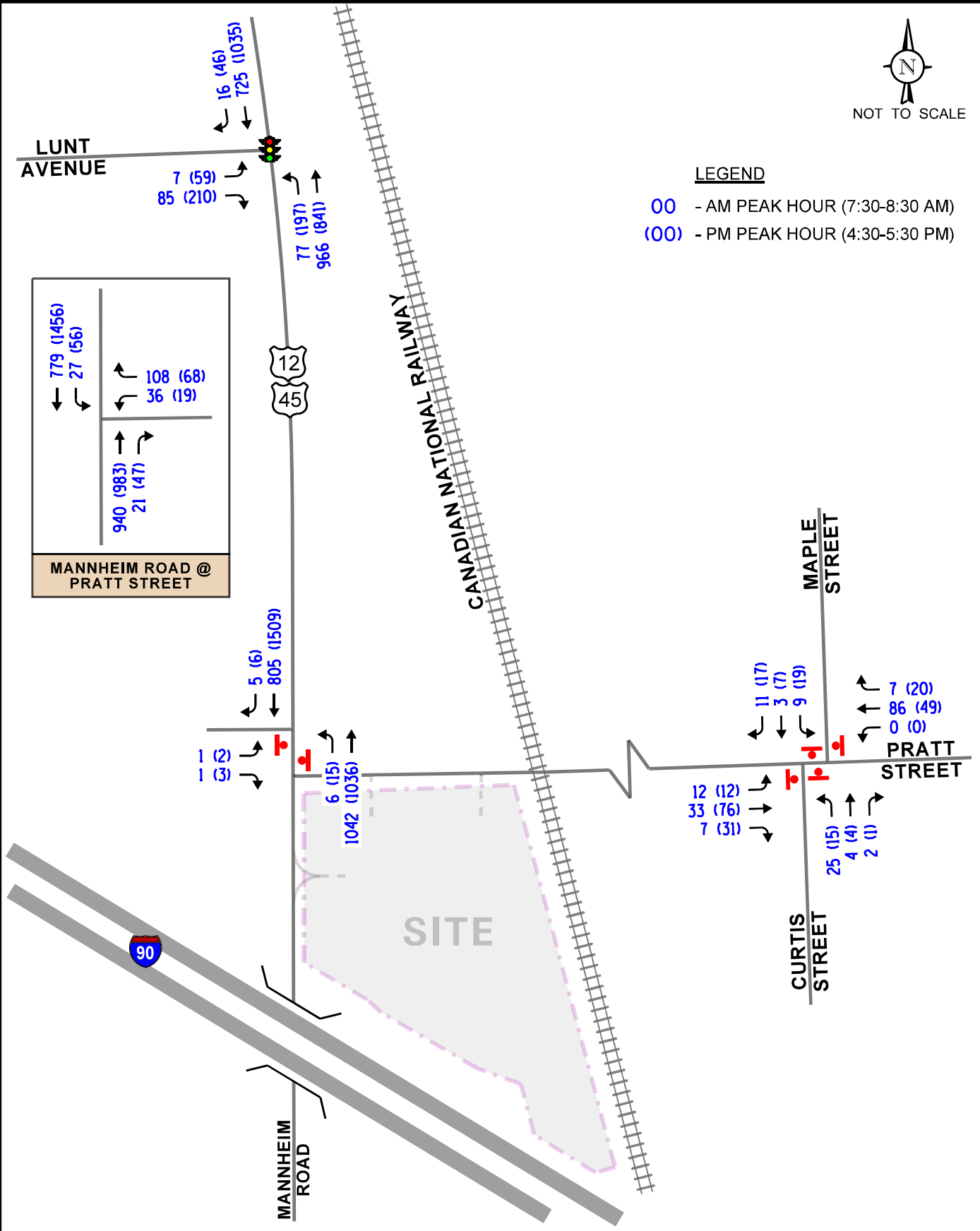
As noted, there is an at-grade, gated railroad crossing on Pratt Street approximately 350 feet east of Mannheim Road. Based on information provided by the Illinois Commerce Commission (ICC) which is included in the Appendix of this report, this railroad line carries both passenger trains and freight trains with 38 average daily trains, a daily average of 22 of which are passenger trains. Based on observations, the gates were lowered for passing trains during the morning peak hour three times for an average of 55 seconds with an average eastbound queue of one vehicle. The gates were lowered for passing trains during the evening peak hour three times for an average of 60 seconds with an average eastbound queue of one vehicle. It is important to note that anecdotal observations have noted that freight trains sometimes stop in the vicinity of Pratt Street, resulting in the gates being lowered for an extended period of time. Vehicles east of the tracks can use the various roadways in the area, including Maple Street and Curtis Street, as a detour. Vehicles west of the tracks must make a U-turn on Pratt Street and return to Mannheim Road.



NOT TO SCALE

**LEGEND**

- 00 - AM PEAK HOUR (7:30-8:30 AM)
- (00) - PM PEAK HOUR (4:30-5:30 PM)



Mannheim-Pratt  
Development  
Des Plaines, Illinois

Year 2021 Base Traffic Volumes

**KLOA**  
Kenig, Lindgren, O'Hara, Aboona, Inc.  
Job No: 21-236 Figure: 4

## Crash Data Analysis

KLOA, Inc. obtained crash data from IDOT for the most recent past five years available (2016 to 2020) for the intersections of Mannheim Road (US Route 12 and 45) with Pratt Street, Mannheim Road with Lunt Avenue, and Pratt Street with Curtis Street/Maple Street. A review of the crash data indicated that no fatalities were reported at any of the intersections<sup>1</sup>. **Tables 1** through **3** summarize the crash data.

Table 1  
MANNHEIM ROAD WITH PRATT STREET – CRASH SUMMARY

Year	Type of Crash Frequency						Total
	Angle	Object	Rear End	Sideswipe	Turning	Other	
2016	0	0	4	0	1	0	5
2017	0	0	2	1	2	0	5
2018	0	0	6	0	2	0	8
2019	0	1	3	0	2	1	7
2020	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4</u>	<u>0</u>	<u>5</u>
<b>Total</b>	<b>1</b>	<b>1</b>	<b>15</b>	<b>1</b>	<b>11</b>	<b>1</b>	<b>30</b>
<b>Average/Year</b>	<b>&lt;1.0</b>	<b>&lt;1.0</b>	<b>3.0</b>	<b>&lt;1.0</b>	<b>2.2</b>	<b>&lt;1.0</b>	<b>6.0</b>

Table 2  
MANNHEIM ROAD WITH LUNT AVENUE – CRASH SUMMARY

Year	Type of Crash Frequency						Total
	Angle	Object	Rear End	Sideswipe	Turning	Other	
2016	0	0	2	1	5	1	9
2017	0	0	0	0	1	1	2
2018	0	0	3	1	3	0	7
2019	1	1	2	0	0	2	6
2020	<u>1</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
<b>Total</b>	<b>2</b>	<b>1</b>	<b>8</b>	<b>2</b>	<b>9</b>	<b>4</b>	<b>26</b>
<b>Average/Year</b>	<b>&lt;1.0</b>	<b>&lt;1.0</b>	<b>1.6</b>	<b>&lt;1.0</b>	<b>1.8</b>	<b>&lt;1.0</b>	<b>5.2</b>

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

Table 3

PRATT STREET WITH CURTIS STREET/MAPLE STREET – CRASH SUMMARY

Year	Type of Crash Frequency						Total
	Angle	Object	Rear End	Sideswipe	Turning	Other	
2016	0	0	0	0	0	0	0
2017	0	0	0	0	1	0	1
2018	0	0	0	0	0	0	0
2019	0	0	0	0	0	0	0
2020	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>1</u>
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>1</b>
<b>Average/Year</b>	<b>&lt;1.0</b>	<b>&lt;1.0</b>	<b>&lt;1.0</b>	<b>&lt;1.0</b>	<b>&lt;1.0</b>	<b>&lt;1.0</b>	<b>&lt;1.0</b>

### 3. Traffic Characteristics of the Proposed Development

To evaluate the impact of the subject development on the area roadway system, it was necessary to quantify the number of vehicle trips the overall site will generate during the weekday morning and weekday evening peak hours and then determine the directions from which the proposed traffic will approach and depart the site, given the proposed access points that will serve the overall development.

#### Proposed Site and Development Plan

The site is located in the southeast quadrant of the unsignalized intersection of Mannheim Road with Pratt Street in Des Plaines, Illinois. The plans call for three buildings containing multiple dining establishments totaling approximately 15,400 square feet of restaurant space. The plans call for two sit-down restaurants, a quick-service restaurant (QSR), and a 2,400 square-foot QSR with a pick-up lane. The site is proposed to be served by two full access drives off Pratt Street and a restricted access drive off Mannheim Road.

A copy of the site plan is included in the Appendix.

#### Vehicle Access

The three access points proposed to serve the development are described below:

*East Access Drive with Pratt Street.* This full access drive is proposed to be located off Pratt Street approximately 330 feet east of Mannheim Road and will be aligned with the Café La Cave restaurant access drive. The access drive is proposed to provide one inbound lane and one outbound lane under stop sign control. The access drive will extend south along the rear sides of the buildings where it will intersect with the exit of the pick-up lane that will have an east-west orientation, allowing vehicles to turn left to access the parking for the restaurants.

*West Access Drive with Pratt Street.* This full access drive is proposed to be located off Pratt Street approximately 155 feet east of Mannheim Road. The access drive is proposed to provide one inbound lane and one outbound lane under stop sign control. The access drive will extend south along the west edge of the buildings.

*Restricted Access Drive with Mannheim Road.* Located approximately 250 feet south of Pratt Street, this access drive is proposed to be restricted to right-in/right-out only turning movements. The access drive will provide one inbound lane and one outbound lane channelized and signed to prohibit left-turn movements. The outbound lane will be under stop sign control. Vehicles entering the site will continue eastbound and turn right to access the quick-service restaurant pick-up lane, turn left to access parking, or continue east to the rear of the development to access additional parking.

## Pick-Up Lane Circulation and Stacking

The pick-up lane for the proposed quick-service restaurant (QSR) will have a single lane, operating in a counter-clockwise direction with vehicles entering the pick-up lane on the southwest corner of the site and the pick-up window located on the south side of the building. To reinforce the one-way counterclockwise circulation, “Do Not Enter” signs should be posted at the exit of the pick-up lane and way-finding signage should be provided directing vehicles to the pick-up lane entrance. A pass-by lane will also be provided. Furthermore, a posted stop sign and striped stop bar should be provided for traffic exiting the pick-up lane into the parking lot drive aisle. According to the site plan, the pick-up lane has been designed to allow a total of approximately eleven total vehicles to be stored within the pick-up lane without interfering with traffic circulation patterns on-site.

The pick-up window operates differently than a traditional drive-through. Patrons utilizing the lane must order their food and pay in advance utilizing a smartphone application or website and the pick-up window is only utilized for picking up orders placed in this manner. There will be no ordering board and payment will not be accepted at the pick-up window.

Based on an operations study conducted at two existing QSRs with pick-up lanes which included the number of vehicles utilizing the pick-up lane, the service time, the arrival rate, and the average and maximum queues observed at the ordering board and the pick-up window, the following was determined:

- The average maximum queue length at the pick-up window was four to five vehicles.
- The queue length at the pick-up window did not exceed seven vehicles and the queue of seven vehicles occurred just one time.
- Vehicles spend an average of 45 to 60 seconds at the pick-up window and an average of approximately 24 to 71 seconds in queue.

Therefore, based on these observations and given the operations of the pick-up lane, the proposed stacking of eleven vehicles within the pick-up lane will be adequate in accommodating the pick-up lane demand without spilling outside of the designated pick-up lane or affecting the circulation through the parking lot.

## Directional Distribution of Development Traffic

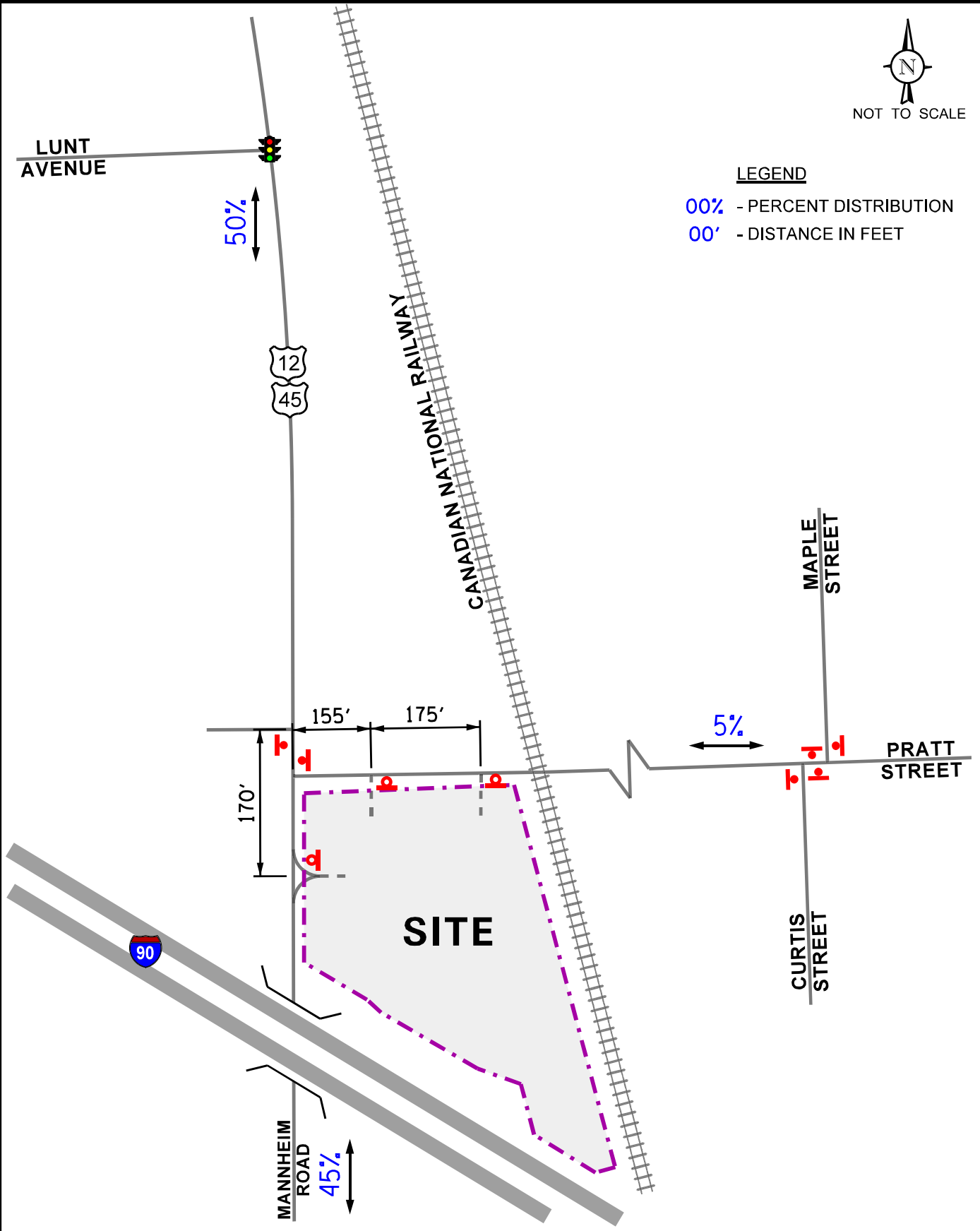
The directional distribution of how traffic will approach and depart the site was estimated based on the general travel patterns through the study area derived from the peak hour traffic volumes and previous studies conducted in the area. **Figure 5** shows the directional distribution established for this development. Further, Figure 5 shows the distance, in feet, between the existing and proposed intersections analyzed in this study.



NOT TO SCALE

**LEGEND**

- 00% - PERCENT DISTRIBUTION
- 00' - DISTANCE IN FEET



Mannheim-Pratt  
Development  
Des Plaines, Illinois

Estimated Directional Distribution

**KLOA**  
Kenig, Lindgren, O'Hara, Aboona, Inc.  
Job No: 21-236 Figure: 5



## Development Traffic Generation

The estimates of vehicle traffic to be generated by the proposed development is based upon the proposed land use types and sizes. The volume of traffic generated for the proposed development was estimated using data published in the Institute of Transportation Engineers' (ITE) *Trip Generation Manual*, 10<sup>th</sup> Edition. Further, a pass-by vehicle trip reduction of 45 percent was applied to the land uses. Pass-by vehicle trips are those vehicles already on the adjacent roadway (i.e. Mannheim Road) en route to another destination (i.e. work to home or vice versa) and are not considered new vehicle trips to the roadway system.

**Table 4** tabulates the vehicle trips anticipated for this development for the weekday morning and weekday evening peak hours as well as the daily (two-way) traffic volumes.

Table 4  
ESTIMATED DEVELOPMENT-GENERATED PEAK HOUR TRAFFIC VOLUMES

ITE Land-Use Code	Type/Size	Weekday Morning Peak Hour			Weekday Evening Peak Hour			Daily Two-Way Traffic		
		In	Out	Total	In	Out	Total	In	Out	Total
932	High-Turnover (Sit-Down) Restaurant (5,000 s.f.) <sup>(1)</sup>	--	--	--	30	19	49	281	281	562
932	High-Turnover (Sit-Down) <sup>(2)</sup> Restaurant (4,000 s.f.)	22	18	40	--	--	--	225	225	450
930	Fast Casual Restaurant (4,000 s.f.) <sup>(1)</sup>	--	--	--	31	26	57	630	630	1,260
930	Quick-Service Restaurant (QSR) (Pick-Up Window) (2,400 s.f.) <sup>(1)</sup>	--	--	--	<u>19</u>	<u>15</u>	<u>34</u>	<u>378</u>	<u>378</u>	<u>756</u>
<b>Total Vehicle Trips:</b>		<b>22</b>	<b>18</b>	<b>40</b>	<b>80</b>	<b>60</b>	<b>140</b>	<b>1,514</b>	<b>1,514</b>	<b>3,028</b>
<i>Less Pass-By Trips (45%):</i>		<u>-9</u>	<u>-9</u>	<u>-18</u>	<u>-32</u>	<u>-32</u>	<u>-64</u>	<u>-682</u>	<u>-682</u>	<u>-1,364</u>
<b>Total New Vehicle Trips:</b>		<b>13</b>	<b>9</b>	<b>22</b>	<b>48</b>	<b>28</b>	<b>76</b>	<b>832</b>	<b>832</b>	<b>1,664</b>
(1): Not open for breakfast (2): Not open for dinner										

## Development Traffic Assignment

The peak hour traffic volumes projected to be generated by the proposed development (Table 4) were assigned to the area roadways based on the directional distribution analysis (Figure 5).

**Figure 6** shows the assignment of the net new vehicle trip volumes.

**Figure 7** shows the assignment of the pass-by vehicle trip volumes.

## Year 2024 Base (No-Build) Traffic Conditions

To account for the increase in existing traffic related to regional growth in the area (i.e. not attributable to any particular planned development) for Year 2027 conditions, the existing traffic volumes were increased by a total of three percent. This percentage increase is based on AADT projections provided by the Chicago Metropolitan Agency for Planning (CMAP) in a letter dated August 23, 2021. A copy of the CMAP letter is included in the Appendix.

**Figure 8** shows the Year 2027 base (no-build) traffic volumes, which do not include the traffic estimated to be generated by the subject development.

## Year 2027 Total Projected Traffic Conditions

The Year 2027 total projected traffic volumes include the Year 2027 base (no-build) traffic volumes (Figure 8) plus the traffic estimated to be generated by the proposed subject development (Figures 6 and 7).

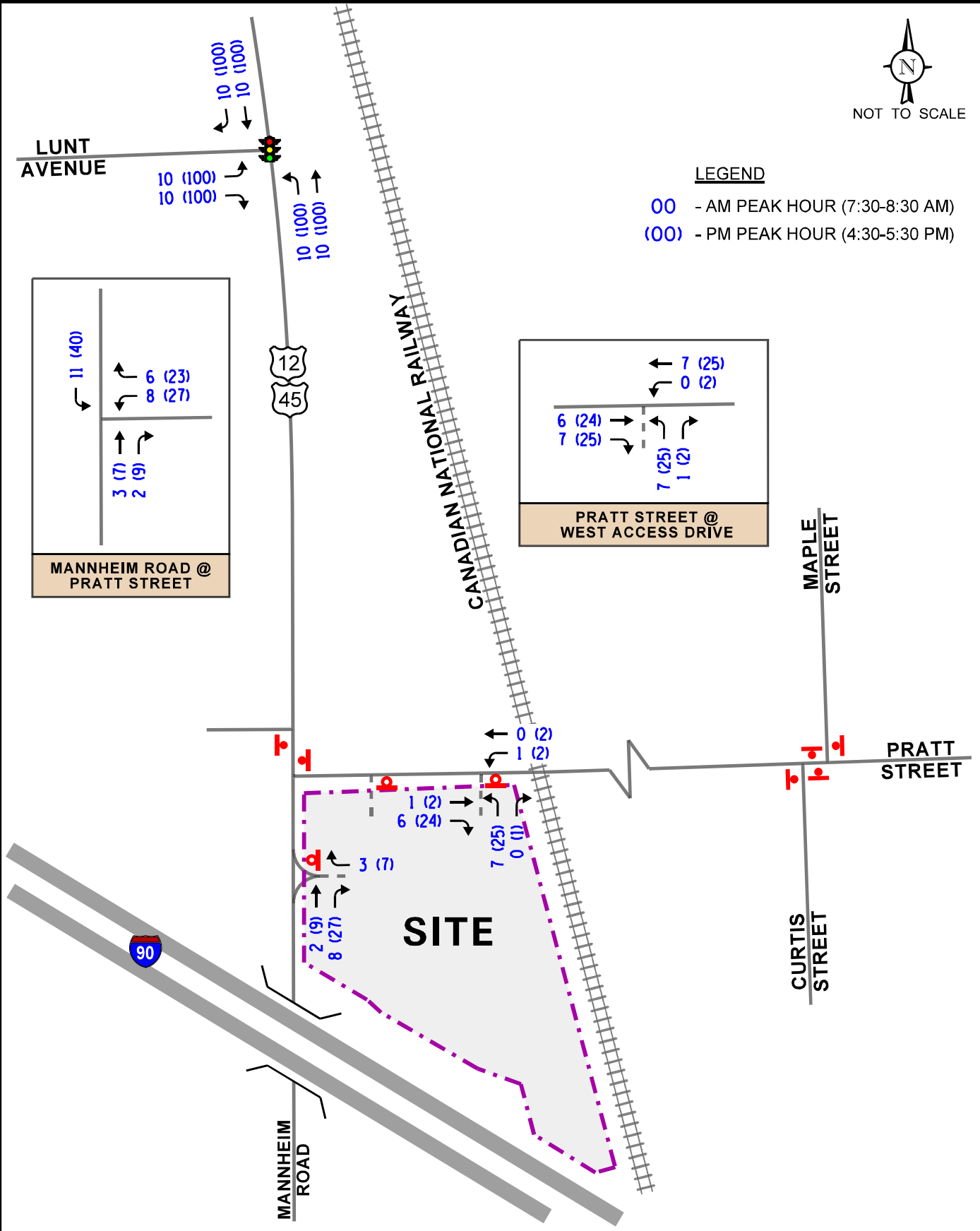
**Figure 9** shows the Year 2027 total projected traffic volumes.



NOT TO SCALE

**LEGEND**

- 00 - AM PEAK HOUR (7:30-8:30 AM)
- (00) - PM PEAK HOUR (4:30-5:30 PM)



Mannheim-Pratt  
Development  
Des Plaines, Illinois

**New Site Traffic Assignment**

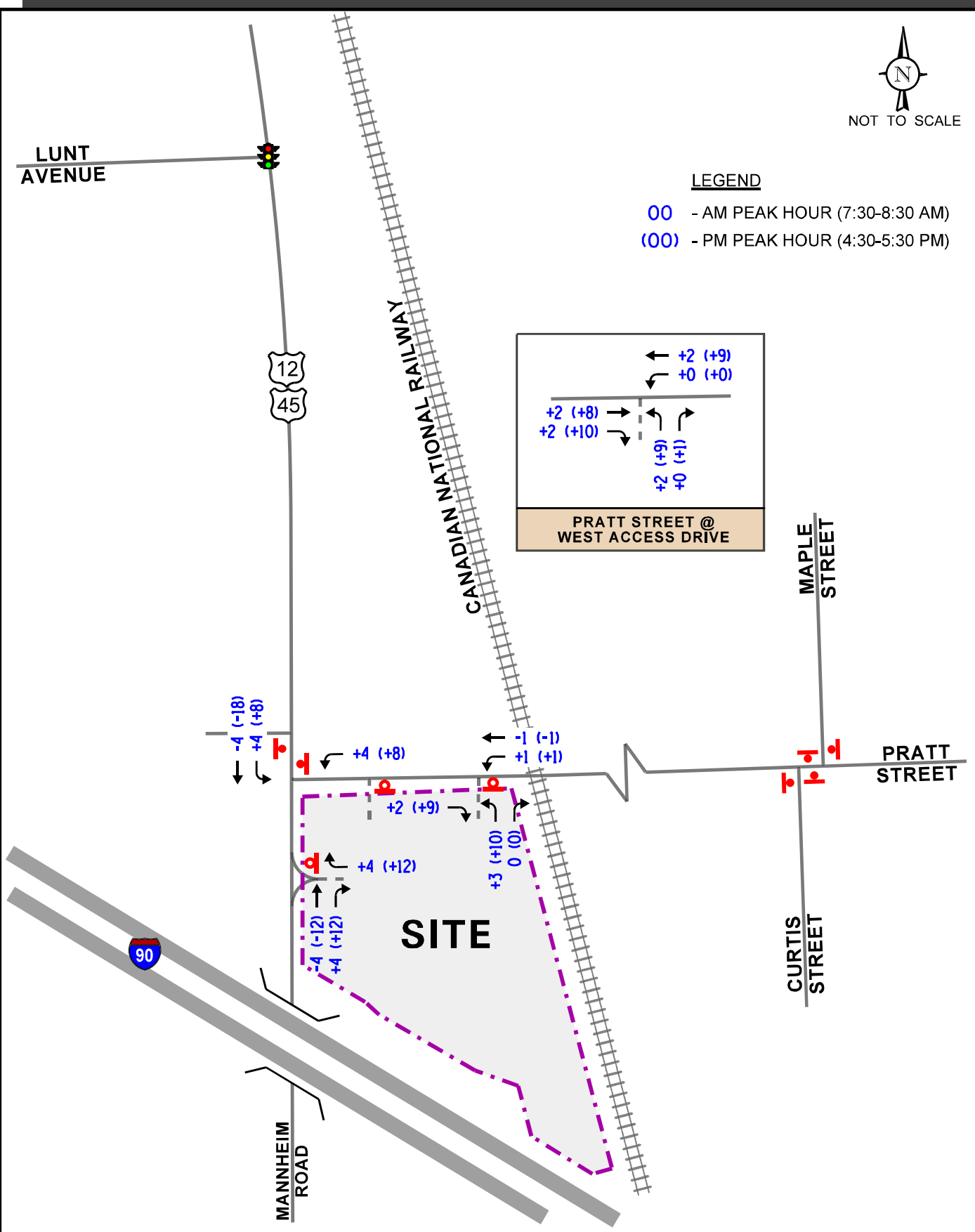
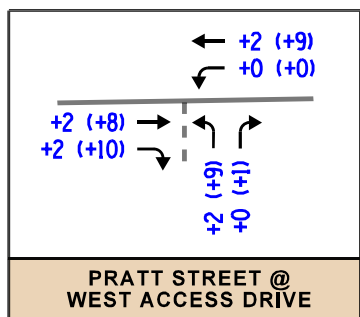
**KLOA**  
Kenig, Lindgren, O'Hara, Aboona, Inc.  
Job No: 21-236      Figure: 6



NOT TO SCALE

**LEGEND**

- 00 - AM PEAK HOUR (7:30-8:30 AM)
- (00) - PM PEAK HOUR (4:30-5:30 PM)



Mannheim-Pratt  
Development  
Des Plaines, Illinois

Pass-By Site Traffic Assignment

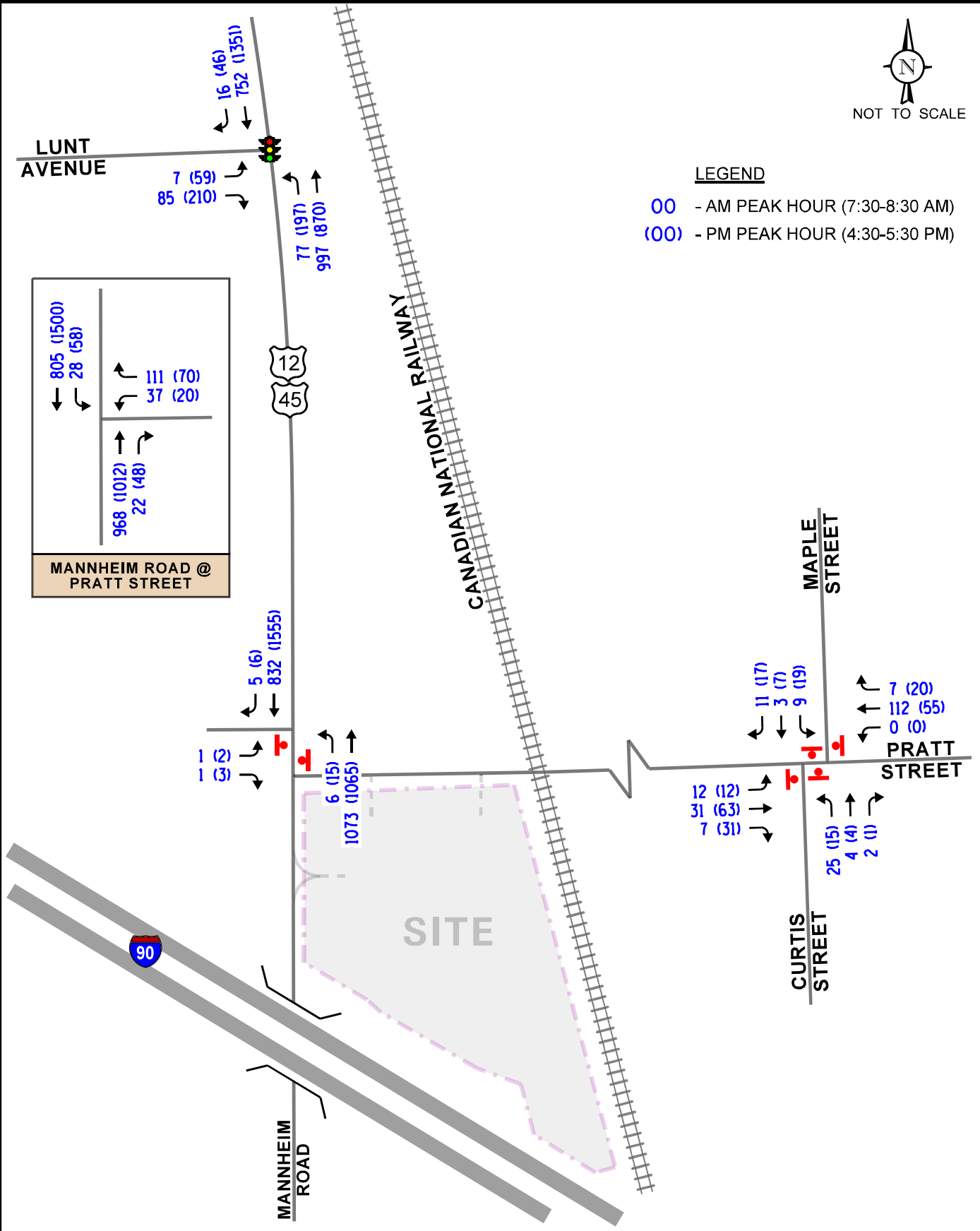
Job No: 21-236      Figure: 7



NOT TO SCALE

**LEGEND**

- 00 - AM PEAK HOUR (7:30-8:30 AM)
- (00) - PM PEAK HOUR (4:30-5:30 PM)



Mannheim-Pratt Development  
Des Plaines, Illinois

Year 2027 No-Build Traffic Volumes

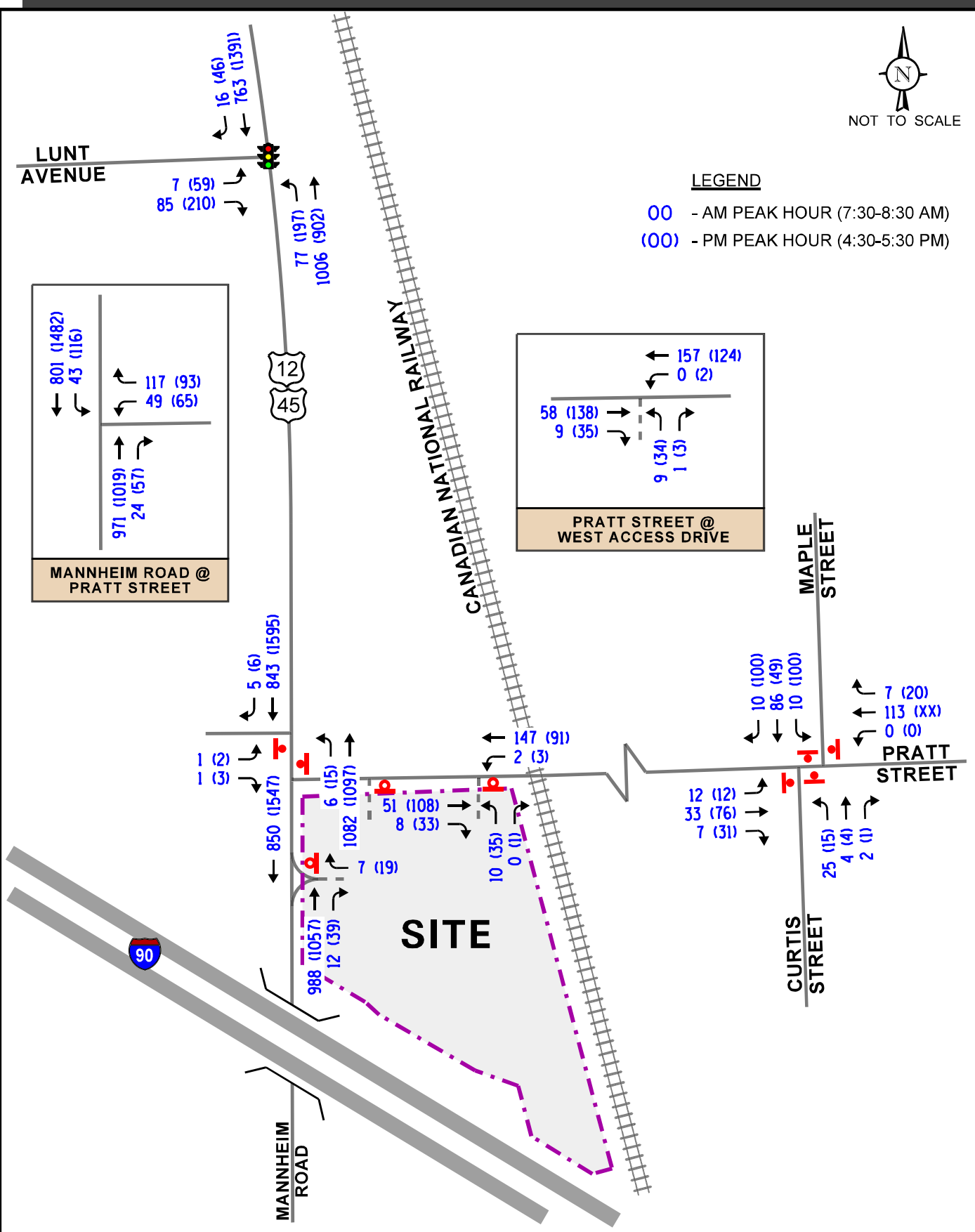
**KLOA**  
Kenig, Lindgren, O'Hara, Aboona, Inc.  
Job No: 21-236 Figure: 8



NOT TO SCALE

**LEGEND**

- 00 - AM PEAK HOUR (7:30-8:30 AM)
- (00) - PM PEAK HOUR (4:30-5:30 PM)



Mannheim-Pratt Development  
Des Plaines, Illinois

Year 2027 Total Projected Traffic Volumes

**KLOA**  
Kenig, Lindgren, O'Hara, Aboona, Inc.

Job No: 21-236      Figure: 9



## 4. Traffic Analysis and Recommendations

Capacity analyses were performed for the key intersections included in the study area to determine the ability of the existing roadway system to accommodate existing and future traffic demands. Analyses were performed for the weekday morning and weekday evening peak hours for both existing (Year 2021) and total projected future (Year 2027) conditions.

The traffic analyses were performed using the methodologies outlined in the Transportation Research Board's *Highway Capacity Manual (HCM), 2010* and using Synchro/SimTraffic analysis software.

The signalized intersection of Mannheim Road with Lunt Avenue was analyzed using existing signal cycle lengths (110 seconds weekday morning and evening) offsets, and phasings to determine the average overall vehicle delay, volume-to-capacity ratios, and levels of service.

The analyses for the unsignalized intersections determine the average control delay to vehicles at an intersection. Control delay is the elapsed time from a vehicle joining the queue at a stop sign (includes the time required to decelerate to a stop) until its departure from the stop sign and resumption of free flow speed. The methodology analyzes each intersection approach controlled by a stop sign and considers traffic volumes on all approaches and lane characteristics.

The ability of an intersection to accommodate traffic flow is expressed in terms of level of service, which is assigned a letter from A to F based on the average control delay experienced by vehicles passing through the intersection. The *Highway Capacity Manual* definitions for levels of service and the corresponding control delay for signalized intersections and unsignalized intersections are included in the Appendix of this report.

A summary of the traffic analysis results showing the LOS and delay (measured in seconds) for the signalized intersection for the existing (Year 2021) and future (Year 2027) conditions is shown in **Table 5**. The unsignalized intersections are presented in **Table 6** and **Table 7**. A copy of the capacity analysis reports is included in the Appendix. A discussion of each of the intersections follows.

Table 5

CAPACITY ANALYSIS RESULTS – MANNHEIM ROAD WITH LUNT AVENUE – SIGNALIZED

Condition	Peak Hour	Eastbound		Northbound		Southbound		Overall
		L	R	L	T	T	R	
Year 2021 Base Conditions	Weekday Morning	D 48.0	B 19.7	A 0.9	A 1.7	A – 4.9		A – 3.9
		C – 21.7		A – 1.7				
	Weekday Evening	E 59.4	D 35.1	B 12.2	A 6.0	B – 11.2		B – 12.6
		D – 40.4		A – 7.2				
Year 2027 No-Build Conditions	Weekday Morning	D 48.0	B 19.7	A 1.0	A 1.8	A – 4.9		A – 3.9
		C – 21.7		A – 1.7				
	Weekday Evening	E 58.7	D 36.5	B 13.6	A 6.4	B – 12.1		B – 13.3
		D – 41.4		A – 7.7				
Year 2027 Projected Conditions	Weekday Morning	D 48.0	B 19.4	A 1.1	A 1.4	A – 4.9		A – 3.7
		C – 21.4		A – 1.4				
	Weekday Evening	E 58.1	D 37.8	B 15.0	A 6.5	B – 13.0		B – 13.8
		D – 42.2		A – 8.0				



Table 6  
 CAPACITY ANALYSIS RESULTS – UNSIGNALIZED INTERSECTIONS  
 EXISTING CONDITIONS

Intersection	Weekday Morning Peak Hour		Weekday Evening Peak Hour	
	LOS	Delay	LOS	Delay
<b>Mannheim Road with Pratt Street</b>				
• Westbound Approach	E	36.9	F	99+
• Southbound Left Turn	B	10.5	B	10.9
<b>Maple Street/Curtis Street with Pratt Street</b>				
• Overall	A	8.3	A	7.8
• Eastbound Approach	A	7.7	A	8.0
• Westbound Approach	A	8.7	A	7.4
• Northbound Approach	A	7.9	A	7.7
• Southbound Approach	A	8.0	A	7.8
LOS = Level of Service Delay is measured in seconds.				

Table 7  
 CAPACITY ANALYSIS RESULTS – UNSIGNALIZED INTERSECTIONS  
 YEAR 2027 FUTURE CONDITIONS

Intersection	Weekday Morning Peak Hour		Weekday Evening Peak Hour	
	LOS	Delay	LOS	Delay
<b>Mannheim Road with Pratt Street</b>				
• Westbound Approach	C	15.1	F	99+
• Southbound Left Turn	A	8.6	A	9.0
<b>Maple Street/Curtis Street with Pratt Street</b>				
• Overall	A	7.8	A	7.8
• Eastbound Approach	A	7.8	A	8.0
• Westbound Approach	A	7.8	A	7.5
• Northbound Approach	A	7.7	A	7.7
• Southbound Approach	A	7.6	A	7.8
<b>West Access Drive with Pratt Street</b>				
• Northbound Approach	A	9.7	B	10.4
<b>East Access Drive with Pratt Street</b>				
• Northbound Approach	A	9.8	B	10.1
<b>Restricted Access with Mannheim Road</b>				
• Westbound Approach	B	12.4	B	13.2
LOS = Level of Service Delay is measured in seconds.				

## Discussion and Recommendations

The following is an evaluation of the analyzed intersections based on the projected traffic volumes and the capacity analyses performed.

### *Mannheim Road with Lunt Avenue*

This signalized intersection currently operates overall at Level of Service (LOS) A during the weekday morning peak hour and at LOS B during the weekday evening peak hour. The eastbound approach operates at LOS C during the weekday morning peak hour and at LOS D during the weekday evening peak hour. Under projected Year 2027 conditions, the intersection is expected to continue operating at LOS A during the weekday morning peak hour and at LOS B during the weekday evening peak hour. The eastbound approach is projected to continue operating at LOS C and at LOS D during the weekday morning and evening peak hours, respectively, under projected Year 2027 conditions. The LOS D on the eastbound approach of Lunt Avenue is acceptable due to the limited green time given to the eastbound approach. This is common for a minor roadway intersecting a major arterial to receive limited green time so that the northbound and southbound through traffic flow on Mannheim Road will continue to operate at good levels of service. High-visibility crosswalks are already provided on the north and west legs of the intersection and the traffic signal is equipped with pedestrian countdown signals. As such, no roadway widening improvements or traffic control improvements are recommended at this signalized intersection in conjunction with the proposed development.

### *Mannheim Road with Pratt Street*

Under existing conditions, Pratt Street T-intersects Mannheim Road from the east under stop sign control and provides one inbound lane and one outbound lane allowing left- and right-turn movements. Southbound vehicles on Mannheim Road desiring to turn left and travel eastbound on Pratt Street must do so from the inside through lane of traffic since there is no center lane to allow for left-turn storage. There is approximately a six-foot wide painted median that separates the opposing through traffic flow that a vehicle can partially queue on; however, it is not wide enough to effectively remove the southbound left-turn vehicle from the southbound through traffic stream. The Hyatt Place access drive T-intersects Mannheim Road from the west under stop sign control and is located approximately 80 feet north of Pratt Street. This full access drive allows northbound Mannheim Road to westbound left-turn movements.

The traffic capacity analyses indicate that under both existing and projected conditions, exiting traffic from Pratt Street will operate at LOS E and F during the weekday morning and evening peak hours, respectively. However, it should be noted that this is normal and expected for minor roadways intersecting major roads such as Mannheim Road.

Further, field observations during both the weekday morning and weekday evening peak hours show the following:

- Vehicle gaps in through traffic on Mannheim Road were observed throughout each peak hour. This is primarily due to the traffic signals at Lunt Avenue to the north and Higgins Road (IL Route 72) to the south, which effectively platoon the through traffic along Mannheim Road, thereby creating additional gaps in traffic for vehicles to both exit from Pratt Street onto Mannheim Road and for southbound vehicles desiring to turn left onto Pratt Street or northbound vehicles desiring to turn left onto the Hyatt Place access drive.

A southbound left-turn lane on Mannheim Road is not recommended given the existing offset alignment of Pratt Street with the hotel access drive to the north. Providing a southbound left-turn lane at Pratt Street will impact northbound left-turn movements at the Hyatt access drive, which has an offset T-intersection approximately 80 feet to the north of Pratt Street.

#### *Maple Street/Curtis Street with Pratt Street*

As noted, Maple Street T-intersects Pratt Street from the north, slightly offset to the east of Curtis Street, which T-intersects Pratt Street from the south. All four approaches are under stop sign control. Further, the intersection provides high-visibility crosswalks on both the north and west legs of the Maple Street/Pratt Street intersection. The capacity analyses show that this offset intersection will continue to operate at LOS A under projected conditions. Further, the development is projected to generate a low volume of traffic through this intersection and within the neighborhood. As such, this intersection has sufficient reserve capacity to accommodate the projected volumes and no traffic control or roadway improvements are needed or recommended at this intersection.

#### *Proposed East Access Drive with Pratt Street*

The proposed east full-access drive serving the site will be located approximately 330 feet east of Mannheim Road and will provide one inbound lane and one outbound lane under stop sign control. The capacity analyses show that the northbound approach will operate at LOS A during the weekday morning peak hour and at LOS B during the weekday evening peak hour. No improvements to Pratt Street to provide a westbound left-turn lane or an eastbound right-turn lane are needed or recommended.

#### *Proposed West Access Drive with Pratt Street*

The proposed west full-access drive serving the site will be located approximately 155 feet east of Mannheim Road and will provide one inbound lane and one outbound lane under stop sign control. The capacity analyses show that the northbound approach will operate at LOS A during the weekday morning peak hour and at LOS B during the weekday evening peak hour. No improvements to Pratt Street to provide a westbound left-turn lane or an eastbound right-turn lane are needed or recommended.

The queue analysis at the Mannheim Road/Pratt Street intersection shows that the westbound queue on Pratt Street may extend east of the proposed access drive. However, it is important to note the following:

- As indicated previously, the Pratt Street approach will likely operate better than the capacity analysis indicates due to the additional gaps provided by the traffic signals at Higgins Road (IL 72) and Lunt Avenue.
- The access drive has adequate stacking that can accommodate internal queuing on the access drive without impeding internal circulation in and around the proposed development.

*Proposed Restricted Access Drive with Mannheim Road*

The proposed restricted access drive serving the site will be located approximately 170 feet south of Pratt Street and will provide one inbound lane and one outbound lane under stop sign control. The access will be designed to physically restrict and channelize vehicles to make right-in/right-out only turning movements. The capacity analyses show that this intersection will operate at LOS B during the morning and evening peak hours.



## 5. Conclusion

Based on the preceding analyses and recommendations, the following conclusions have been made:

- The proposed development-generated traffic will be consistent and compatible with traffic patterns and volumes in the area.
- The proposed restaurant land uses typically attract a significant amount of its traffic from the existing traffic on the adjacent roadway network en route to another destination. As such, the net new traffic the subject development is proposed to generate is reduced.
- The proposed access system to serve the development will help disperse the development-generated traffic onto the surrounding roadway network and provide alternatives for the site traffic to enter and exit the development.
- A southbound left-turn lane on Mannheim Road is not recommended given the existing offset alignment of Pratt Street with the hotel access drive to the north. Providing a southbound left-turn lane at Pratt Street will impact northbound left-turn movements at the Hyatt access drive, which has an offset T-intersection approximately 80 feet to the north of Pratt Street.
- No traffic control or roadway improvements are recommended at the signalized intersection of Mannheim Road with Lunt Avenue or at the offset, all-way stop sign controlled intersection of Maple Street/Curtis Street with Pratt Street.
- The two proposed full access drives off Pratt Street will each provide one inbound lane and one outbound lane under stop sign control. No improvements on Pratt Street are needed or recommended.
- The proposed restricted access off Mannheim Road will provide one inbound lane and one outbound lane under stop sign control. The access drive will be designed to physically restrict and channelize vehicles to right-in/right-out only turning movements.
- The site layout allows for efficient internal circulation and access to the three proposed access drives serving the development.
- The proposed pick-up lane serving the quick-service restaurant will have a counterclockwise rotation and a bypass lane for vehicles to exit from the queue. The proposed stacking for the pick-up lane will be adequate.



COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

September 29, 2021

Mayor Goczkowski and Des Plaines City Council, CITY OF DES PLAINES

**Subject:** Planning and Zoning Board, 2805-2845 Mannheim Road, 21-041-MAP-TSUB-V, 6<sup>th</sup> Ward  
**RE:** Consideration of a Zoning Map Amendment, Major Variation, and Tentative Plat of Subdivision

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) met on September 28, 2021 to consider three requests to allow a two-building commercial development consisting of restaurants and retail: 1.) map amendment from the C-2 Limited Office District to the C-3 General Commercial District; 2.) a major variation to allow two principal buildings on a zoning lot when only one is permitted in the C-3 district; and 3.) a tentative plat of subdivision.

1. Mitch Goltz of GW Property Group, in partnership with Petitioner Image Des Plaines LLC, presented the proposal. They provided background on their company and explained rationale for the proposed design.
2. PZB members asked about a drive-through, whether the development would generate traffic or simply capture existing traffic, environmental remediation that may be necessary, and the parking supply. Mr. Goltz confirmed there is not a drive-through in the site plan, although a walk-up window could be added. He agreed the tenants of the development would benefit from existing high traffic on Mannheim Road. He committed to any necessary environmental measures without financial contributions of the City, although he noted the importance of permitting the billboard to provide financial backing. He noted there is ample parking.
3. CED staff summarized the staff report and explained the bulk and use requirements of the Ordinance. Staff explained why relief was necessary and why alternatives such as a PUD were not desirable.
4. The PZB approved (5-0) the Tentative Plat of Subdivision and *recommended* (5-0) that the City Council *approve* the request for Map Amendment to C-3 and Major Variation to allow two principal buildings with the following conditions: (i) All proposed ground and building-mounted signs must comply with all provisions of Section 12-11, or the petitioner must obtain zoning approval; (ii) a lighting plan labeling all building-mounted and freestanding light fixtures and providing photometric details must be submitted and approved with the building permit; and (iii) grading/drainage and other on-site infrastructure and public improvement details are provided to the satisfaction of the Public Works and Engineering Department with the submission of the Final Plat of Subdivision.

Respectfully submitted,

A handwritten signature in black ink that reads 'Paul Saletnik'.

Paul Saletnik,  
Des Plaines Planning and Zoning Board, Acting Chairman

Cc: City Officials/Aldermen

**Excerpt from Draft Minutes for the September 28, 2021, Meeting of the Planning & Zoning Board**

**4. Address:** 2805-2845 Mannheim Road

**Case Number:** 21-041-MAP-TSUB-V  
**Public Hearing**

The petitioner is requesting the following from the Zoning Ordinance: (i) a Map Amendment from C-2 Limited Office Commercial to C-3 General Commercial to allow a mix of Class A and B restaurants and retail, as required by Section 12-7-3; (ii) a Major Variation to allow more than one principal building on a zoning lot as required by Section 12-7-1; and (iii) the approval of any other variations, waivers, and zoning relief as may be necessary. In addition, the petitioner is requesting approval of a Tentative Plat of Subdivision per Section 13-2-2 of the Subdivision Regulations.

**PINs:** 09-33-300-001-0000; 09-33-300-002-0000; 09-33-300-003-0000; 09-33-300-004-0000; 09-33-300-005-0000; 09-33-300-006-0000; 09-33-300-007-0000; 09-33-300-008-0000; 09-33-300-009-0000; 09-33-301-014-0000; 09-33-301-014-0000; 09-33-301-015-0000

**Petitioner:** Image Des Plaines, LLC, 5101 Darmstadt Road, Suite A, Hillside IL 60142, in partnership with GW Properties, 2211 N. Elston Ave, Suite 400, Chicago, IL 60614

**Owner:** Prominence Des Plaines LLC, 1375 Remington Road, Suite E, Schaumburg IL, 60173

Acting Chairman Saletnik swore in Mitch Goltz, GW Properties, the developer of record for the property. Mr. Goltz provided an overview of GW Properties and highlighted local projects. The Petitioner provided an overview of the proposed site plan, with a sit-down restaurant (Outback Steakhouse) and three retail/restaurant spaces, with outdoor dining spaces. The landscape plan was also addresses along with stormwater management improvements.

Acting Chairman Saletnik asked if the Board had any questions.

Member Hofherr inquired about remediation on the property; staff was not able to provide additional information and was not aware of any recent remediation. Mr. Goltz is aware of the remediation measures and assured the Board that the developers were not coming to the City and asking for subsidies or TIF monies.

Acting Chairman Saletnik stated that he believed the development would do well, especially with the proximity to O'Hare airport. He expressed some disappointment that the current project is at a lesser scale than previous projects in the area; Mr. Goltz stated that the smaller scale projects can be executed and get tenants in those spaces.

Member Hofherr stated he was impressed with the improvements and believes they will have much success at that location.

Member Veremis inquired if any of the smaller tenants have drive-through windows or the ability to add them into the plan. Mr. Goltz stated that the final tenants in those spaces do not have drive-through windows, but may have pick-up windows. A pick-up window does not have a menu board, strictly for mobile, pick-up orders.

Member Catalano inquired about traffic, he briefly reviewed the traffic study and believes this use will not generate additional traffic. Mr. Goltz agreed with that statement and that most cars will enter on Pratt Ave, no major changes to the traffic pattern. Mr. Goltz also stated that Mannheim Road is for all intent and purposes is a highway, and deemed accurate.

Acting Chairman Saletnik asked about the other restaurants, as it is known Building A will be Outback Steakhouse, and stated that since there is ample parking in the area if it is possible to get additional full service restaurants. Mr. Goltz replied that they are in talks for 4,000 square foot tenant for a full service breakfast/lunch establishment. Mr. Goltz also stated that tenants often have stronger parking demands than municipal codes require.

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

Acting Chairman Saletnik asked that the Staff Report entered into record. Director Carlisle provided a summary of the following report:

**Issue:** The petitioner, contract purchaser Image Des Plaines LLC, in partnership with developer GW Properties, is requesting the following from the Zoning Ordinance to allow a restaurant and retail development: (i) a Map Amendment from C-2 Limited Office Commercial to C-3 General Commercial as required by Section 12-7-3 and (ii) a Major Variation to allow more than one principal building on a zoning lot as required by Section 12-7-1. In addition, the petitioner is requesting approval of a Tentative Plat of Subdivision per Section 13-2-2 of the Subdivision Regulations.

**PINs:** 09-33-300-001-0000; 09-33-300-002-0000; 09-33-300-003-0000; 09-33-300-004-0000; 09-33-300-005-0000; 09-33-300-006-0000; 09-33-300-007-0000; 09-33-301-008-0000; 09-33-300-009-0000; 09-33-301-014-0000; 09-33-301-015-0000

**Petitioner:** Image Des Plaines LLC (Contact: Mike Scheid, Image Media, 5101 Darmstadt Rd. Suite A Hillside, IL), in partnership with GW Properties, 2211 N. Elston Ave, Suite 400, Chicago, IL 60614

**Owner:** Prominence Des Plaines LLC, 1375 Remington Rd, Suite E, Schaumburg, IL 60173

**Existing Zoning:** C-2 Limited Office District (proposed as C-3 General Commercial District)

**Surrounding Zoning:** North: C-3, General Commercial District  
South: C-3, General Commercial District  
East: C-3, General Commercial District  
West: Commercial (Village of Rosemont)

**Surrounding Land Use** North: Commercial (banquet hall)  
South: Tollway; Orchards at O'Hare commercial development  
East: Railroad; ComEd facility  
West: Commercial (hotel)

**Street Classification** Mannheim Road is an arterial road, and Pratt Avenue is a local road.

**Comprehensive Plan** Commercial is the recommended use of the property.

**Project Summary:**

Image Des Plaines LLC is contract purchaser of the approximately 3.8-acre site at the southeast corner of Mannheim Road and Pratt Avenue, roughly bordered by the Canadian National rail line on the east and I-90/Tollway on the south. Aside from an existing electronic message board billboard in the southwest corner, the site is currently vacant, despite having received redevelopment interest in the past (most notably for a La Quinta Inn motel that did not materialize). Image Des Plaines is partnering with Chicago-based GW properties to propose a full redevelopment of the largely vacant site with the following concepts:

- A 5,000-square-foot building, currently envisioned as a Class A restaurant
- A 10,500-square-foot multi-tenant commercial building containing a mix of restaurants and retail
- 212 surface parking spaces, including eight mobility impaired accessible spaces
- A 19,000-square-foot above-ground basin for stormwater
- A new electronic message board billboard in the southeast corner of the site (a separate application has been filed regarding the billboard: Case 21-042-TA-V)

The existing zoning designation, C-2, allows restaurants and retail only when they are accessory to an office or hotel. A map amendment to C-3 would entitle both restaurants and retail as permitted uses. Developer GW Properties has begun negotiations with multiple national-brand chain restaurant tenants, as well as a retailer.

The Tentative Plat of Subdivision shows the land being delineated into four lots of record: Lot 1 (northernmost) is the standalone restaurant with parking, Lot 2 is the multi-tenant restaurant-retail development with parking and stormwater basin, and Lots 3 and 4 are for billboards. Lots 3 and 4 will not meet minimum lot dimensions, and Lot 4 will not front on a public street, requiring variation at the time of approval of the Final Plat of Subdivision. Otherwise, the Tentative Plat meets the requirements as expressed in Section 13-2-2. Of note, the Plat labels a 12-inch sanitary sewer running north-south and bisecting the property, which the City's Public Works and Engineering Department will require to be maintained via an easement indicated on the Final Plat. Other underground infrastructure on site may be abandoned, as the previous Alger Street and Railroad Avenue were vacated many years ago. The Site Plan indicates an easement and access drive from the parking lot area in Lot 2 to the billboard area, which will be necessary for maintenance and repair to the billboard.

Although the full 3.8-acre development after subdivision is likely to exist eventually under separate ownership, it will be built upon as a unit under common ownership, which makes it one zoning lot at this time of initial review. Section 12-7-1 limits zoning lots to one principal building except in instances of planned unit development (PUD), C-4-zoned regional shopping centers, and other large-lot institutional and industrial development. The petitioner is not applying for a PUD nor do they propose joining all of the potential commercial tenants under one roof, in large part because of the site-selection demands of the potential tenants they are forming agreements with. Therefore, the petitioner is seeking a variation from this provision.

The following is an estimated application of the parking requirements (Section 12-9-7) to the various uses, with some assumptions based on the potential use mix. All assumed uses would be permitted under C-3 zoning:

- **Restaurant (Class A) / North Building:** 1 space for every 100 square feet of net floor area, or 1 space for every 4 seats, whichever is greater, plus 1 space for every 3 employees.
  - *Comment:* Employee counts and detailed floor plans are not yet available, but Lot 1 of the subdivision is shown with 97 parking spaces. Assuming 4,000 square feet of net floor area and 30 employees (restaurant staff working at one time), the requirement would be around 50 spaces. The parking appears to be ample and, in fact, much could be utilized by the uses in the other building if necessary.
- **Restaurants (Class B) / South Building:** 1 space for every 50 square feet of net floor area, or 1 space for every 4 seats, whichever is greater, plus 1 space for every 3 employees.
  - *Comment:* Employee counts are not yet available, but Lot 2 of the subdivision is shown with 115 parking spaces. Assuming 5,000 square feet of net area plus 15 employees, the requirement is 105 spaces.
- **Retail establishment / South Building:** 1 space for every 250 square feet of gross floor area.
  - *Comment:* The estimated requirement would be 16 spaces, although there are specific types of retail establishments that have separate ratios than the general one used here.

In summary, the total parking requirement is estimated around 170-175 spaces, so the parking would likely be more than sufficient. Regarding traffic, the petitioner submitted a study conducted by Kenig, Lindgren, O’Hara, Aboona, Inc. (KLOA, Inc.). The study concludes that while the development and uses can be expected to generate additional traffic, the existing roadway system can accommodate the traffic without the need for additional signals, lanes (e.g. turn or deceleration lanes), or other substantial changes to either Mannheim or Pratt. The study also concludes the site layout allows for efficient internal circulation and access. See Attachment 10 for the report. While the conclusions generally seem reasonable, the Illinois Department of Transportation will need to permit the proposed driveway to Mannheim. IDOT may require this to be altered to a “right-in, right-out” configuration.

**Standards for Map Amendment:**

The standards for amendments are contained in Section 12-3-7.E of the Zoning Ordinance. The following is a discussion of those standards.

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

*Comment:* The Comprehensive Plan calls for commercial development on the site; however, the current zoning (C-2) is quite restrictive in its allowance of uses, as it has a specific vision for primarily hotel and

office development. Changing to C-3 will open up a much wider range of uses, including the desirable ones proposed through the concept of this application.

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

*Comment:* C-3 zoning is proximate to the subject property. In fact, its current designation of C-2 makes the property stick out. Changing to C-3 actually brings it more in line with the property to the north (Café La Cave, 2777 Mannheim Road) and the south (Orchards at O'Hare). Both of these are zoned C-3.

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

*Comment:* The roadway and other infrastructure access is adequate to serve the range of uses possible under C-3 zoning. See the conclusions of the traffic report.

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

*Comment:* Amending the zoning to C-3 would enable and attract greater commercial development, making Des Plaines and the neighborhood more desirable and likely having a positive effect on property values.

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

*Comment:* C-3 is the most common commercial zoning designation, so adding it to the map at the subject property would be in line with the City's current process for managing growth.

**Standards for Variation:**

The standards for variations contained in Section 12-3-6.H of the Zoning Ordinance are discussed below.

**1. Hardship: Carrying out the strict letter of the provisions of this title would create a particular hardship or a practical difficulty;**

*Comment:* The petitioner could have applied for a PUD to avoid the limitation to only one principal building on the zoning lot. However, because no bulk exceptions are expected for the development (e.g. setback, height, parking), and while important an important commercial investment, the project is not especially unique or innovative, which is the underlying purpose of PUDs. A PUD process may be unnecessarily onerous. Alternatively, the petitioner could lump all of the uses together in one building, but the interest from various users necessitates that one of them be in a freestanding building.

**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.**

*Comment:* The site's boundary with the Tollway is a diagonal line, as is its boundary with the railroad, creating an irregular shape. Further, the site has an existing billboard. These are design constraints the petitioner must work around.

**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.**

*Comment:* The shape of the site was dictated by the infrastructure-related actions of public and private entities (e.g. City, Department of Transportation, railroads).

**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.**

*Comment:* Forcing the project into a PUD process or to be redesigned to be under one roof would hamper the development potential, when similar styles of development are quite common and the deals with potential tenants are time-sensitive. The PZB and City Council are welcome to ask the petitioner about the negotiations with users, their space and design needs, and their target timelines.

**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.**

*Comment:* Allowing a two-building restaurant-and-retail development outside of the PUD process would be a reasonable request by any potential developer of a similar site.

**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.**

*Comment:* The variation would make feasible the proposed commercial development, which is the vision of the Comprehensive Plan for the site.

**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.**

*Comment:* Forcing the process into a PUD or a redesign would risk losing tenants, in particular the tenant who demands a freestanding building.

**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.**

*Comment:* The total number of principal buildings is only two instead of a greater number.

**PZB Procedure and Recommended Conditions:** Pursuant to Sections 12-3-7.D.3 of the Zoning Ordinance, the PZB may vote to *recommend* approval, approval with modifications, or disapproval. The City Council has final authority over the map amendment and variation regarding the number of principal buildings. The map amendment may be suitable to approve without conditions, However, should the PZB recommend and/or the City Council approve the variation, staff suggests the following conditions:

1. A landscape plan showing perimeter, interior, and foundation plantings to fulfill all requirements of Section 12-10 must be approved before issuance of a building permit.
2. All proposed ground and building-mounted signs must comply with all provisions of Section 12-11, or the petitioner must obtain variation or approval of a conditional use for localized alternative sign regulations (LASR).

3. A lighting plan labeling all building-mounted and freestanding light fixtures and proving photometric details must be submitted and approved with the building permit.
4. Grading/drainage and other on-site infrastructure details are provided to the satisfaction of the Public Works and Engineering Department with the submission of the Final Plat of Subdivision.

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

**A motion was made by Board Member Hofherr, seconded by Board Member Fowler, for approval of the request for a (i) a Map Amendment from C-2 Limited Office Commercial to C-3 General Commercial to allow a mix of Class A and B restaurants and retail, as required by Section 12-7-3; (ii) a Major Variation to allow more than one principal building on a zoning lot as required by Section 12-7-1; and (iii) the approval of any other variations, waivers, and zoning relief as may be necessary. In addition, the request for a Tentative Plat of Subdivision per Section 13-2-2 of the Subdivision Regulations was approved, with the following conditions: (1) A landscape plan showing perimeter, interior, and foundation plantings to fulfill all requirements of Section 12-10 must be approved before issuance of a building permit; (2) All proposed ground and building-mounted signs must comply with all provisions of Section 12-11, or the petitioner must obtain variation or approval of a conditional use for localized alternative sign regulations (LASR); (3) A lighting plan labeling all building-mounted and freestanding light fixtures and proving photometric details must be submitted and approved with the building permit; and (4) Grading/drainage and other on-site infrastructure details are provided to the satisfaction of the Public Works and Engineering Department with the submission of the Final Plat of Subdivision.**

AYES: Hofherr, Fowler, Catalano, Veremis, Saletnik

NAYES: None

ABSTAIN: None

**\*\*\*MOTION CARRIED UNANIMOUSLY\*\*\***

**CITY OF DES PLAINES**

**ORDINANCE Z - 51 - 21**

**AN ORDINANCE APPROVING A ZONING MAP AMENDMENT AND MAJOR VARIATION FROM SECTION 12-7-1 OF THE CITY OF DES PLAINES ZONING ORDINANCE FOR 2805-2845 MANNHEIM ROAD.**

**WHEREAS**, Prominence Des Plaines, LLC ("**Owner**") is the owner of property commonly known as 2805-2845 Mannheim Road, Des Plaines, Illinois ("**Property**"); and

**WHEREAS**, the Subject Property is located in the C-2 Limited Office Zoning District of the City ("**C-2 District**"); and

**WHEREAS**, Image Des Plaines LLC ("**Petitioner**"), in partnership with developer GW Property Group LLC, proposes to resubdivide the Subject Property into four lots of record and develop the Subject Property with two one-story commercial buildings containing a mix of retail and restaurants, 212 parking spaces, stormwater detention facilities, and an access drive to a new billboard on Lot 4 (collectively, the "**Proposed Development**"); and

**WHEREAS**, pursuant to Section 12-7-2 of the City of Des Plaines Zoning Ordinance of 1998, as amended ("**Zoning Ordinance**"), restaurant and retail uses are permitted in the C-2 District only when accessory to an office or hotel use; and

**WHEREAS**, Section 12-7-1 of the Zoning Ordinance provides that not more than one principal building or structure may be located on a zoning lot except in certain enumerated cases that do not include the Proposed Development; and

**WHEREAS**, pursuant to Sections 12-3-6 and 12-3-7 of the City of Des Plaines Zoning Ordinance ("**Zoning Ordinance**") and Title 13 of the City Code of the City of Des Plaines, as amended ("**Subdivision Regulations**"), the Petitioner filed, with the consent of the Owners, an application with the City for the approval of: (i) a map amendment ("**Proposed Map Amendment**") to the "Zoning Map of the City of Des Plaines" ("**Zoning Map**") to rezone the Subject Property from the C-2 District to the C-3 General Commercial District ("**C-3 District**"); and (ii) a major variation from Section 12-7-1 of the Zoning Ordinance to allow two principal buildings on the same zoning lot ("**Variation**") (collectively, the "**Requested Relief**"); and

**WHEREAS**, Petitioner also filed an application for the approval of a tentative plat of subdivision for the entire Subject Property prepared by Zarko Sekerez and Associates, consisting of one sheet, dated August 25, 2021 ("**Proposed Tentative Plat of Subdivision**"); and

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

**WHEREAS**, within 90 days after the date of the Petitioner's application, a public hearing was held by the PZB on September 28, 2021 pursuant to publication in the *Journal & Topics* on {00122665.1}

September 8, 2021; and

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

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

**WHEREAS**, pursuant to Sections 12-3-6 and 12-3-7 of the Zoning Ordinance, the PZB filed a written report with the City Council on September 29, 2021, summarizing the testimony and evidence received by the PZB and stating by a vote of 5-0 (i) its approval of the Proposed Tentative Plat of Subdivision; and (ii) its recommendation to approve the Requested Relief subject to certain conditions; and

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

**WHEREAS**, the City Council has considered the written report of the PZB, the applicable standards for map amendments, tentative plat of subdivision, and variations set forth in the Zoning Ordinance and the Subdivision Regulations, and the Community and Economic Development Staff Memorandum dated October 5, 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 Map Amendment and Variation.

**SECTION 2. LEGAL DESCRIPTION OF THE SUBJECT PROPERTY.** The Subject Property is legally described on *Exhibit A*, attached to and, by this reference, made a part of this Ordinance.

**SECTION 3. MEMORIALIZATION OF APPROVAL OF TENTATIVE PLAT OF SUBDIVISION.** On September 28, 2021, pursuant to Section 13-2-2 of the City Code, the PZB approved the Proposed Tentative Plat of Subdivision for the Subject Property, a copy of which is

attached to, and by this reference, made a part of this Ordinance as *Exhibit B*.

**SECTION 4. APPROVAL OF PROPOSED MAP AMENDMENT.** Pursuant to Section 12-3-7 of the Zoning Ordinance, the City Council has considered the factors relevant to the approval of map amendments and has determined that the procedure for the review of map amendments has been satisfied. The City Council hereby approves the Proposed Map Amendment, and the Zoning Map is hereby amended to rezone the Subject Property from the C-2 District to the C-3 District.

**SECTION 5. APPROVAL OF VARIATION.** The City Council finds that the Variation satisfies the standards set forth in Section 12-3-6.H of the Zoning Ordinance and, pursuant to the City's home rule powers, finds that the Variation is otherwise necessary and appropriate. Subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 4 of this Ordinance, the City Council hereby grants the Variation for the Subject Property to the Petitioner.

**SECTION 6. SUBMISSION OF A FINAL PLAT OF SUBDIVISION.** Pursuant to and in accordance with Section 13-2-4 of the Subdivision Code, the adoption of this Ordinance authorizes the Petitioner to submit a final plat of subdivision for the Subject Property to the City.

**SECTION 7. CONDITIONS OF APPROVAL.** The approvals granted in Sections 3, 4, and 5 of this Ordinance are expressly subject to and contingent upon compliance by the Petitioner with each and all of the following conditions, all at the sole cost and expense of the Petitioner:

A. Compliance with Plans. The use and maintenance of the Proposed Development shall be in strict compliance with the Site Plan, consisting of one sheet, prepared by Design Studio 24, LLC, and dated September 20, 2021, a copy of which is attached to and, by this reference, made part of this Ordinance as *Exhibit C*, except for minor changes and site work approved by the

Director of the Department of Community and Economic Development in accordance with applicable City codes, ordinances, and standards.

B. Signs. All proposed ground and building-mounted signs must comply with all provisions of Section 12-11 of the Zoning Ordinance, or the Petitioner must obtain the required zoning approvals.

C. Lighting. A lighting plan labeling all building-mounted and freestanding light fixtures and providing photometric details must be submitted and approved with the building permit application.

D. Engineering details. Grading, drainage, and other on-site infrastructure and public improvement details must be provided to the satisfaction of the Public Works and Engineering Department with the submission of the Final Plat of Subdivision.

**SECTION 8. 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 9. 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 \_\_\_\_\_

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

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

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**



## EXHIBIT A

### LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

#### PARCEL 1:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF THE RIGHT OF WAY OF THE MINNEAPOLIS, ST. PAUL AND SAULT STREET MARIE RAILROAD, NOW THE WISCONSIN CENTRAL LTD. RAILROAD, SAID WESTERLY RIGHT OF WAY LINE ALSO BEING THE EASTERLY LINE OF A STREET KNOWN AS ORCHARD PLACE AND THE SOUTH LINE OF PRATT AVENUE, SAID SOUTH LINE BEING 33.0 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST 1/4 OF SAID SECTION 33; THENCE SOUTHERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID RAILROAD, A DISTANCE OF 263.65 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED HEREIN; THENCE CONTINUING SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 303.40 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THE ILLINOIS TOLL HIGHWAY COMMISSION EASEMENT RIGHT OF WAY GRANTED BY DOCUMENT 17087956; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 114.0 FEET; THENCE EASTERLY ALONG A LINE DRAWN AT RIGHT ANGLES TO THE CENTERLINE OF SAID RAILROAD COMPANY'S MAIN TRACK FOR A DISTANCE OF 32.52 FEET TO A POINT ON A LINE, WHICH IS 26.50 FEET WESTERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID MAIN TRACK; THENCE NORTHERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 386.14 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 110.95 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF THE RIGHT OF WAY OF THE MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILROAD, NOW THE SOO LINE RAILROAD COMPANY, SAID WESTERLY RIGHT OF WAY LINE ALSO BEING THE EASTERLY LINE OF A STREET KNOWN AS ORCHARD PLACE AND THE SOUTH LINE OF PRATT AVENUE, SAID SOUTH LINE BEING 33.0 FEET SOUTH OF AND PARALLE WITH THE NORTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 33; THENCE SOUTHERLY ALONG THE WESTERLY RIGHT OW WAY OF SAID RAILROAD COMPANY, A DISTANCE OF 263.65 FEET; THENCE EASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 111.0 FEET TO A POINT 26.50 FEET WESTERLY OF THE CENTERLINE OF SAID RAILROAD COMPANY MAIN TRACK; THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE PARALLEL WITH THE CENTERLINE OF SAID MAIN TRACK, A DISTANCE OF 238.68 FEET TO THE SOUTH LINE OF SAID PRATT AVENUE; THENCE WEST ALONG THE SOUTH LINE OF SAID PRATT AVENUE, A DISTANCE OF 113.77 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 1, 2, 3, 4, 5, 6, 7, 8 AND 9 IN RESUBDIVISION OF BLOCK 1 AND VACATED ALLEYS AND LOTS 15 TO 26, BOTH INCLUSIVE AND VACATED ALLEYS IN BLOCK 2 OF BOESCH'S ADDITION TO ORCHARD PLACE, A SUBDIVISION OF THE NORTH 703.6 FEET OF THAT PORTION OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT OF WAY AND GROUNDS OF THE WISCONSIN CENTRAL RAILROAD, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED OCTOBER 21, 1925 AS DOCUMENT NUMBER 9073142, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOT 1 AND THAT PART OF LOTS 2 TO 6, INCLUSIVE IN BLOCK 2 IN BOESCH'S ADDITION TO ORCHARD PLACE IN THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE NORTHWEST CORNER OF LOT 2 AFORESAID; THENCE SOUTHEASTERLY TO THE SOUTHEAST CORNER OF LOT 6 AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF WEST RAILROAD AVENUE; TOGETHER WITH PART OF ALGER STREET; TOGETHER WITH PART OF A NORTHWESTERLY/SOUTHEASTERLY ALLEY IN THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF PRATT AVENUE, WITH THE WEST LINE OF WEST RAILROAD AVENUE; THENCE SOUTH 14 DEGREES, 56 MINUTES, 44 SECONDS EAST ALONG THE WESTERLY LINE OF RAILROAD AVENUE, A DISTANCE OF 242.54 FEET TO THE NORTHERLY LINE OF ALGER STREET; THENCE SOUTH 74 DEGREES, 59 MINUTES, 25 SECONDS WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 140.32 FEET TO A BEND THEREIN; THENCE SOUTH 87 DEGREES, 45 MINUTES, 00 SECONDS WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 84.91 FEET TO THE EASTERLY TERMINUS OF THAT PART OF ALGER STREET PREVIOUSLY VACATED PER DOCUMENT 16941936; THENCE SOUTH 59 DEGREES, 37 MINUTES, 16 SECONDS EAST ALONG SAID EASTERLY TERMINUS, A DISTANCE OF 116.84 FEET; THENCE SOUTH 47 DEGREES, 42 MINUTES, 55 SECONDS EAST, A DISTANCE OF 29.56 FEET TO THE EASTERLY LINE OF A NORTHWESTERLY/SOUTHEASTERLY ALLEY; THENCE NORTH 14 DEGREES, 56 MINUTES, 44 SECONDS WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 25.0 FEET TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF ALGER STREET; THENCE NORTH 75 DEGREES, 03 MINUTES, 16 SECONDS EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 125.0 FEET TO THE WEST LINE OF WEST RAILROAD AVENUE; THENCE SOUTH 14 DEGREES, 56 MINUTES, 44 SECONDS EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 149.89 FEET TO THE NORTHERLY TERMINUS OF THAT PART OF WEST RAILROAD AVENUE PREVIOUSLY VACATED BY DOCUMENT 16941936; THENCE SOUTH 70 DEGREES, 23 MINUTES, 45 SECONDS EAST ALONG SAID NORTHERLY TERMINUS, A DISTANCE OF 72.85 FEET TO THE EASTERLY LINE OF WEST RAILROAD AVENUE; THENCE NORTH 14 DEGREES, 56 MINUTES, 44 SECONDS WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 484.66 FEET TO THE SOUTH LINE OF PRATT AVENUE; THENCE SOUTH 87 DEGREES, 45 MINUTES, 00 SECOND WEST, A DISTANCE OF 61.50 FEET TO THE

POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

OUTLOT A:

PART OF LOTS 6, AND 9 AND A PART OF VACATED ALGER STREET IN RESUBDIVISION OF BLOCK 1 AND VACATED ALLEYS AND LOTS 15 TO 26, BOTH INCLUSIVE, AND VACATED ALLEYS IN BLOCK 2 OF BOESCH'S ADDITION TO ORCHARD PLACE, A SUBDIVISION OF THE NORTH 703.6 FEET OF THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT-OF-WAY AND GROUNDS OF THE WISCONSIN CENTRAL RAILROAD, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED OCTOBER 21, 1925, AS DOCUMENT NUMBER 9073142, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 9, SAID CORNER ALSO BEING THE INTERSECTION OF THE NORTHERLY LINE OF VACATED ALGER STREET WITH THE EAST LINE OF MANNHEIM ROAD; THENCE NORTH, ALONG THE WEST LINE OF SAID LOTS 9 AND 6 (ALSO THE EAST LINE OF SAID MANNHEIM ROAD) A DISTANCE OF 60.00 FEET; THENCE EAST, PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 58.65 FEET; THENCE SOUTH, PARALLEL WITH THE WEST LINE OF SAID LOTS 9 AND 6, A DISTANCE OF 96.69 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THE ILLINOIS TOLL HIGHWAY COMMISSION EASEMENT RIGHT-OF-WAY; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 68.00 FEET TO THE POINT OF BEGINNING.

OUTLOT B:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY SIGN EASEMENT AGREEMENT DATED DECEMBER 31, 2018 AND RECORDED JANUARY 8, 2019, AS DOCUMENT 1900822020 FROM PROMINENCE DES PLAINES, LLC TO IMAGE MEDIA ADVERTISING INCORPORATED FOR THE PURPOSE OF THE CONSTRUCTION, MAINTENANCE, REPAIR, DISMANTLING, REPLACEMENT, ALTERATION, IMPROVEMENT, OPERATION, ILLUMINATION AND USE OF AN OUTDOOR ADVERTISING SIGN STRUCTURE OVER THE FOLLOWING DESCRIBED LAND: THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF THE RIGHT-OF-WAY OF THE MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILROAD, NOW THE WISCONSIN CENTRAL LTD. RAILROAD (SAID WESTERLY RIGHT-OF-WAY LINE ALSO BEING THE EASTERLY LINE OF A STREET KNOWN AS ORCHARD PLACE) AND THE SOUTH LINE OF PRATT AVENUE, SAID SOUTH LINE BEING 33.0 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 33; THENCE SOUTHERLY, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID RAILROAD 484.66 FEET TO THE PLACE OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED HEREIN; THENCE CONTINUING SOUTHERLY, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 82.39 FEET TO A POINT ON THE NORTHEASTERLY LINE ON THE ILLINOIS TOLL HIGHWAY COMMISSION EASEMENT RIGHT-OF-WAY GRANTED BY DOCUMENT 17087956; THENCE SOUTHEASTERLY, ALONG SAID NORTHEASTERLY LINE 114.06 FEET TO A POINT ON A LINE WHICH IS 59.02 FEET WESTERLY OF AND PARALLEL WITH THE CENTER LINE OF SAID MAIN TRACK; THENCE EASTERLY, ALONG A LINE {00122665.1}

DRAWN AT RIGHT ANGLES TO THE CENTER LINE OF SAID RAILROAD COMPANY'S MAIN TRACK, FOR A DISTANCE OF 32.52 FEET TO A POINT ON A LINE WHICH IS 26.50 FEET WESTERLY OF AND PARALLEL WITH THE CENTER LINE OF SAID MAIN TRACK; THENCE NORTHERLY, ALONG SAID PARALLEL LINE, 55.00 FEET; THENCE NORTHWESTERLY A DISTANCE OF 157.80 FEET MORE OR LESS TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

P.I.N.s: 09-33-300-001-0000; 09-33-300-002-0000; 09-33-300-003-0000; 09-33-300-004-0000; 09-33-300-005-0000; 09-33-300-006-0000; 09-33-300-007-0000; 09-33-300-008-0000; 09-33-300-009-0000; 09-33-301-008-0000; 09-33-301-014-0000; 09-33-301-015-0000

Commonly Known As: 2805-2845 Mannheim Road

# TENTATIVE PLAT OF SUBDIVISION

**PROPERTY DESCRIPTION**

LOTS 1 AND 2 IN THE REVISION OF BLOCK 1 AND VACATED ALLEYS AND LOTS 3 TO 5 INCLUSIVE AND VACATED ALLEY IN BLOCK 2 BOESCH'S ADDITION TO OGDARD PLACE, A SUBDIVISION OF THE NORTH 750 FEET OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, LIVING WEST OF THE RIGHT-OF-WAY AND GROUNDS OF THE WISCONSIN CENTRAL RAILROAD, IN COOK COUNTY, ILLINOIS, ALSO.

THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF THE RIGHT-OF-WAY OF THE MINNEAPOLIS ST. PAUL AND SAULT STE. MARIE RAILROAD, NOW THE WISCONSIN CENTRAL RAILROAD, SAID WESTERLY RIGHT-OF-WAY LINE ALSO BEING THE EASTERLY LINE OF A 20 FEET EASEMENT ON OGDARD PLACE AND THE SOUTH LINE OF PIATT AVENUE, SAID SOUTH LINE BEING 100 FEET SOUTH OF SAID PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 22, THENCE SOUTHWEST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID RAILROAD 200 FEET TO THE PLACE OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED HEREIN, THENCE CONTINUING SOUTHWEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE 200 FEET TO A POINT ON THE NORTH-EASTERLY LINE ON THE ILLINOIS CENTRAL RAILROAD, COMMENCING EASTERLY RIGHT-OF-WAY QUANTITIES BY DOCUMENT NUMBER, THENCE SOUTH-EASTERLY, ALONG SAID NORTH-EASTERLY LINE 250 FEET, THENCE EASTERLY, ALONG A LINE DRAWN AT RIGHT ANGLES TO THE CENTER LINE OF SAID RAILROAD COMPANY'S MAIN TRACK, FOR A DISTANCE OF 250 FEET TO A POINT ON A LINE WHICH IS 20 FEET WESTERLY OF SAID PARALLEL, WITH THE CENTER LINE OF SAID MAIN TRACK, THENCE NORTHWEST, ALONG SAID PARALLEL LINE, 200 FEET, THENCE SOUTH-WESTERLY, AT RIGHT ANGLES TO THE SAID PARALLEL LINE, 100 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, ALSO.

THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF THE RIGHT-OF-WAY OF THE MINNEAPOLIS ST. PAUL AND SAULT STE. MARIE RAILROAD, NOW THE WISCONSIN CENTRAL RAILROAD, SAID WESTERLY RIGHT-OF-WAY LINE ALSO BEING THE EASTERLY LINE OF A 20 FEET EASEMENT ON OGDARD PLACE AND THE SOUTH LINE OF PIATT AVENUE, SAID SOUTH LINE BEING 100 FEET SOUTH OF SAID PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 22, THENCE SOUTHWEST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID RAILROAD 200 FEET, THENCE EASTERLY, ALONG A LINE DRAWN AT RIGHT ANGLES TO THE CENTER LINE OF SAID RAILROAD COMPANY'S MAIN TRACK, FOR A DISTANCE OF 250 FEET TO A POINT ON A LINE WHICH IS 20 FEET WESTERLY OF SAID PARALLEL, WITH THE CENTER LINE OF SAID MAIN TRACK, THENCE NORTHWEST, ALONG SAID PARALLEL LINE, 200 FEET TO THE SOUTH LINE OF PIATT AVENUE, THEREAFTER, THENCE WESTERLY, ALONG SAID SOUTH LINE 100 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, ALSO.

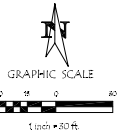
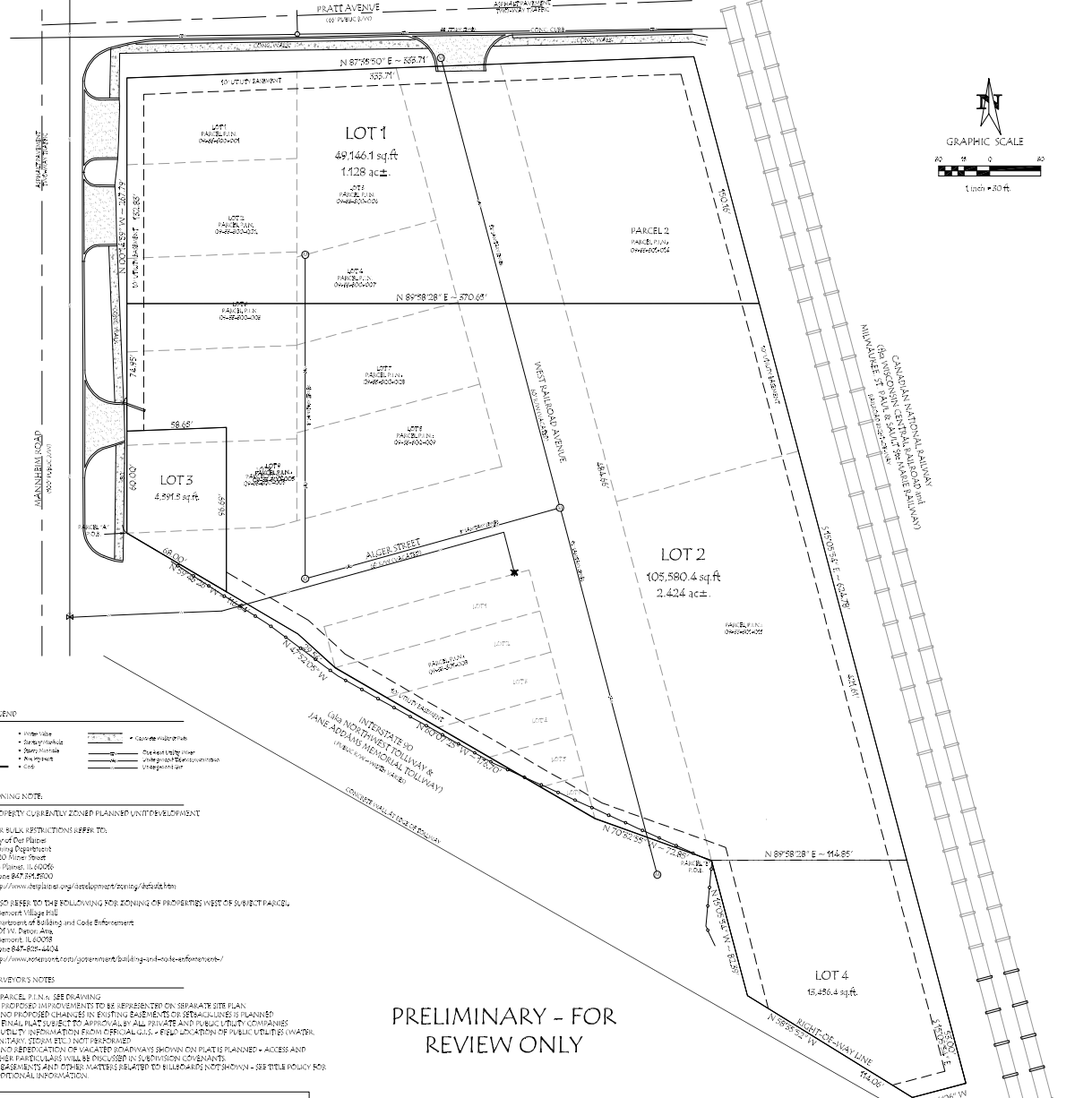
LOTS 4, 7, 8 AND 9 IN REVISION OF ALLEYS AND VACATED ALLEYS AND LOTS 10 TO 24, BOTH INCLUSIVE, AND VACATED ALLEYS IN BLOCK 3 BOESCH'S ADDITION TO OGDARD PLACE, A SUBDIVISION OF THE NORTH 750 FEET OF THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, LIVING WEST OF THE RIGHT-OF-WAY AND GROUNDS OF THE WISCONSIN CENTRAL RAILROAD, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID REVISION RECORDED OCTOBER 21, 1928, AS DOCUMENT NUMBER 107641, ALSO.

LOTS 1 AND THAT PART OF LOTS 2 TO 4 INCLUSIVE, IN BLOCK 3 IN BOESCH'S ADDITION TO OGDARD PLACE IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, LIVING NORTH-EASTERLY OF THE FOLLOWING DESCRIBED LINE, BEGINNING AT THE NORTH-WEST CORNER OF LOT 1, ABOVE SAID, THENCE SOUTH-EASTERLY TO THE SOUTH-EAST CORNER OF LOT 1, THEREAFTER, ALL IN COOK COUNTY, ILLINOIS, ALSO.

THAT PART OF VACATED WEST RAILROAD AVENUE, PART OF VACATED ALICE STREET AND PART OF A VACATED NORTH-WESTERLY AND SOUTH-EASTERLY ALLEY IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF PIATT AVENUE WITH THE WEST LINE OF WEST RAILROAD AVENUE, THENCE SOUTH 89° 40' 00" EAST, ALONG THE WESTERLY LINE OF VACATED ALICE STREET, 200 FEET TO THE INTERSECTION OF THE SOUTH LINE OF PIATT AVENUE WITH THE WEST LINE OF WEST RAILROAD AVENUE, THENCE SOUTH 89° 40' 00" WEST, ALONG SAID WESTERLY LINE, 84.38 FEET TO THE EASTERLY TERMINUS OF THAT PART OF ALICE STREET PREVIOUSLY VACATED BY DOCUMENT NUMBER 107641, THENCE SOUTH 89° 40' 00" WEST, ALONG SAID WESTERLY LINE, 250 FEET TO ITS INTERSECTION WITH THE WESTERLY LINE OF A NORTH-WESTERLY AND SOUTH-EASTERLY ALLEY, THENCE NORTH 14° 00' 00" WEST, ALONG SAID EASTERLY LINE, 250 FEET TO ITS INTERSECTION WITH THE WESTERLY LINE OF ALICE STREET, THENCE NORTH 70° 00' 00" EAST, ALONG SAID SOUTH LINE, 100 FEET TO THE WEST LINE OF WEST RAILROAD AVENUE, THENCE SOUTH 89° 40' 00" EAST, ALONG SAID WESTERLY LINE, 64.38 FEET TO THE NORTHWEST TERMINUS OF THAT PART OF WEST RAILROAD AVENUE PREVIOUSLY VACATED BY DOCUMENT NUMBER 107641, THENCE SOUTH 70° 00' 00" EAST, ALONG SAID NORTHWEST TERMINUS, 250 FEET TO THE EASTERLY LINE OF WEST RAILROAD AVENUE, THENCE NORTH 70° 00' 00" WEST, ALONG SAID EASTERLY LINE, 250 FEET TO THE SOUTH LINE OF PIATT AVENUE, THENCE SOUTH 89° 40' 00" WEST 80 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.



VICINITY MAP  
no scale



**LEGEND**

—	Utility	—	Concrete sidewalk
—	Survey mark	—	Chicago City Water
—	Survey line	—	Chicago City Sewer
—	Property line	—	Chicago City Gas
—	City	—	Chicago City Electric
—	City	—	Chicago City Telephone

**ZONING NOTE**

PROPERTY CURRENTLY ZONED PLANNED UNIT DEVELOPMENT

FOR BULK RESTRICTIONS REFER TO:  
City of Des Plaines  
Zoning Department  
1420 River Street  
Des Plaines, IL 60016  
Phone 847.394.8300  
<http://www.desplaines.org/development/zoning/default.htm>

ALSO REFER TO THE FOLLOWING ZONING OF PROPERTIES WEST OF SUBJECT PARCEL:  
Rosemont Village PD  
Department of Building and Code Enforcement  
1870 N. River Ave.  
Rosemont, IL 60018  
Phone 847.839.4424  
<http://www.rosemont.org/government/building-and-code-enforcement/>

**SURVEYOR'S NOTES**

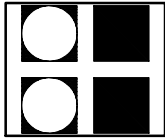
- 1) PARCEL P.I.N.A. SEE DRAWING
- 2) NO PROPOSED IMPROVEMENTS TO BE REPRESENTED ON SEPARATE SITE PLAN
- 3) NO PROPOSED CHANGES TO EXISTING EASEMENTS OR EASEMENTS PLANNED
- 4) FINAL PLAT SUBJECT TO APPROVAL BY ALL PRIVATE AND PUBLIC UTILITY COMPANIES
- 5) UTILITY INFORMATION FROM OFFICIALS IS FOR INFORMATION ONLY AND THE PRESENCE OF SAID UTILITY DOES NOT CONSTITUTE AN OPINION OF THE SURVEYOR AS TO THEIR LOCATION OR EXISTENCE
- 6) NO REPRESENTATION OF VACATED DIMENSIONS SHOWN ON PLAT IS PLANNED - ACCESS AND OTHER PARTICULARS WILL BE PROVIDED TO SURVEYOR COMPANY
- 7) EASEMENTS AND OTHER MATTERS RELATED TO BILBOARDS NOT SHOWN - SEE TITLE POLICY FOR ADDITIONAL INFORMATION

**UTILITY NOTE**

UTILITY INFORMATION SHOWN HEREON WAS TAKEN FROM OFFICIAL CITY RECORDS AND IS SUBJECT TO THE LIMITS OF MAP PROJECTION AND ADJACENT DEVIATIONS - FIELD LOCATION OF UTILITIES (WATER, SANITARY, SEWER, ETC.) HAVE NOT BEEN MADE AND THE PRESENCE OF SAID UTILITY DOES NOT CONSTITUTE AN OPINION OF THE SURVEYOR AS TO THEIR LOCATION OR EXISTENCE.

PRELIMINARY - FOR REVIEW ONLY

SHEET 1 OF 1	Image Media 5101 Damask Road, Suite A Hillside, Illinois	PRELIMINARY PLAT 2811 Mannheim Road DES PLAINES, ILLINOIS	ZARKO SEKEREZ & ASSOCIATES, Inc. SURVEYING & LAND PLANNING 116 WEST CLARK STREET CROWN POINT, INDIANA 46307 Phone: 317-726-1313 Fax: 317-236-9506 www.zsassoc.com	DRAWN BY: PS	CHECKED BY: RS
				DATE: Aug 28 2021	JOB NO: 10770

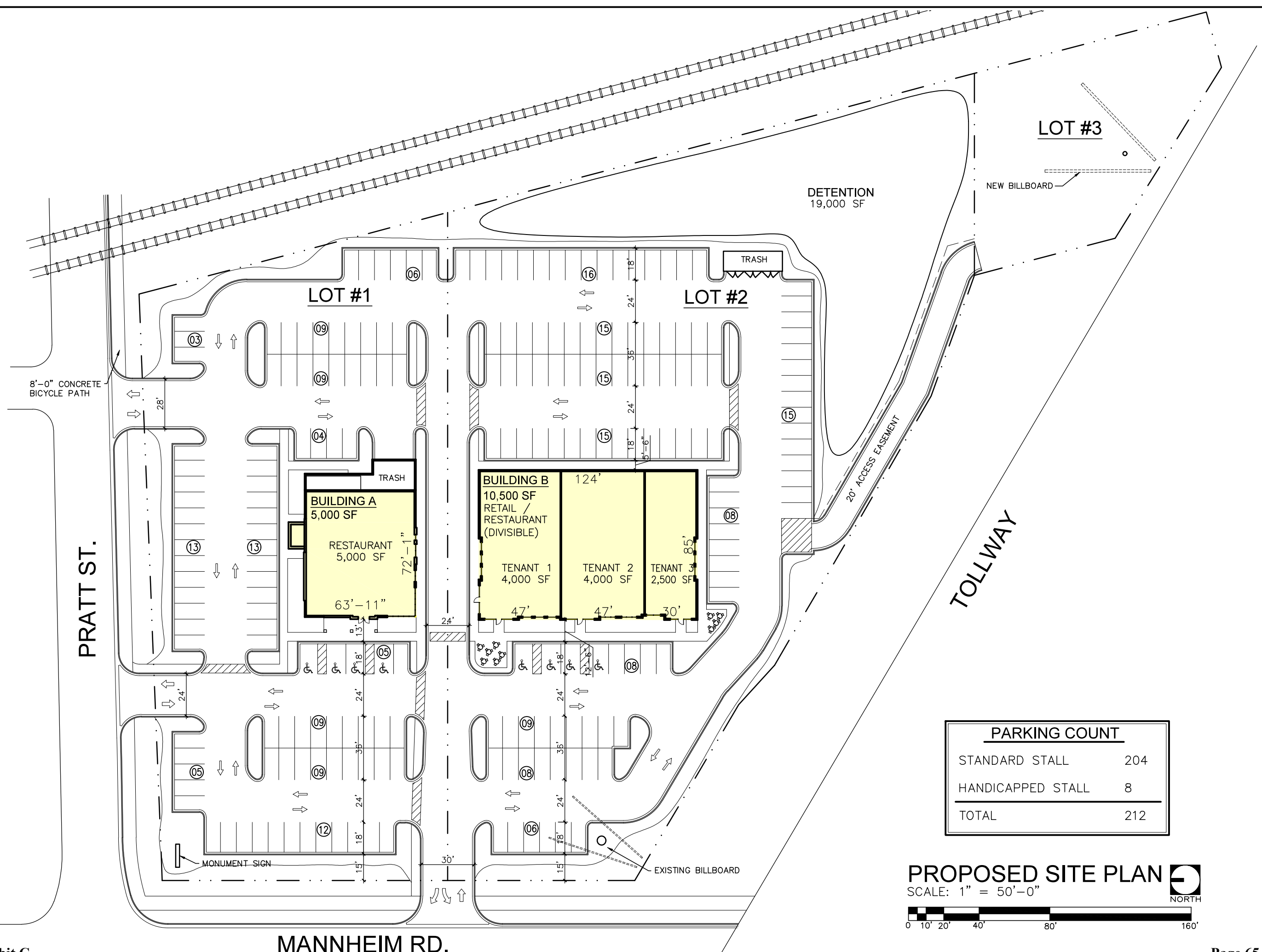


PROPOSED SITE PLAN  
**DESIGN STUDIO 24, LLC.**  
 ARCHITECTS - DESIGNERS - PLANNERS  
 2211 N. ELSTON AVE., CHICAGO, ILLINOIS 60614  
 Tel.: 787.885.7751  
 Fax: 787.885.6300

**GW PROPERTIES**  
**SITE STUDY**  
 MANNHEIM RD. AND PRATT ST  
 DES PLAINES, IL 60018

DATE 09.20.2021  
 MARK T. DiGANCI  
 REG. ARCHITECT

**ST1**



PARKING COUNT	
STANDARD STALL	204
HANDICAPPED STALL	8
<b>TOTAL</b>	<b>212</b>

**PROPOSED SITE PLAN**  
 SCALE: 1" = 50'-0"  
 NORTH



COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: October 5, 2021

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

From: John T. Carlisle, AICP, Director of Community & Economic Development *JTC*

Subject: **Case 21-042-TA-V: Zoning Text Amendments and Variation to Allow a New Billboard in the Southeast Portion of the Proposed Development at Mannheim Road and Pratt Avenue (2805-2845 Mannheim Road)**

**Issue:** The petitioner and contract purchaser of the roughly four-acre property at the southeast corner of Mannheim Road and Pratt Avenue proposes erecting a new electronic message board billboard in concert with a proposal for a commercial development (Case 21-041-MAP-TSUB-V). The petitioner is requesting approval of text amendments to two Sections of the Zoning Ordinance to allow the project: 1.) To Section 12-11-5.H, which currently allows electronic message board billboards only through the conversion of existing static billboards, and 2.) to 12-11-6.B to increase the maximum number of City billboard permits that can be issued from 12 to 13, as well as exempt billboards from the 600-square-foot area limitation for all signage on lots of 5 acres or less. Finally, the petitioner is seeking a variation to allow a portion of a billboard to be within 300 feet of a residential property line (127 feet).

**PINs:** 09-33-300-001-0000; 09-33-300-002-0000; 09-33-300-003-0000; 09-33-300-004-0000; 09-33-300-005-0000; 09-33-300-006-0000; 09-33-300-007-0000; 09-33-300-008-0000; 09-33-300-009-0000; 09-33-301-008-0000; 09-33-301-014-0000; 09-33-301-015-0000

**Petitioner:** Image Des Plaines LLC (Contact: Mike Scheid, Image Media, 5101 Darmstadt Rd. Suite A Hillside, IL)

**Owner:** Prominence Des Plaines LLC, 1375 Remington Rd, Suite E, Schaumburg, IL 60173

**Existing Zoning:** C-2 Limited Office District (proposed as C-3 General Commercial District)

**Surrounding Zoning:** North: C-3, General Commercial District  
South: C-3, General Commercial District  
East: C-3, General Commercial District  
West: Commercial (Village of Rosemont)

**Surrounding Land Use** North: Commercial (banquet hall)  
South: Tollway; Orchards at O'Hare commercial development  
East: Railroad; ComEd facility



West: Commercial (hotel)

**Street Classification**

Mannheim Road is an arterial road, and Pratt Avenue is a local road.

**Comprehensive Plan**

Commercial is the recommended use of the property

**Project Description:**

Image Des Plaines LLC is contract purchaser of the site at the southeast corner of Mannheim Road and Pratt Avenue, bordered by the Canadian National rail line on the east and I-90/Tollway on the south. Aside from an existing static billboard in the southwest corner of the site, it is currently vacant, despite having received redevelopment interest in the past (most notably for a La Quinta Inn motel that did not materialize). In the southeast corner of the site, the petitioner intends to erect a new electronic message board billboard on one sign face (facing east), a static billboard on the other sign face (facing west), on a structure not to exceed 99 feet in height. Each 1,200-square-foot sign face is aimed at I-90 traffic. The last time the City raised its allowance for number of billboard permits was in 2005 by Ordinance Z-24-05. The new billboard would be wholly within Lot 4 in the subdivision proposed in the Tentative Plat of Subdivision that is part of the application for Case 21-041-MA-TSUB-V. Permitting and erecting the billboard is integral to the financing for the restaurant-and-retail proposal inherent to that application.

However, permitting the billboard requires 1.) a text amendment to Section 12-11-5 to allow an electronic message board as an *initial* installation, as currently they may only occur through conversions of existing static, non-electronic billboards; 2.) a text amendment to Section 12-11-6 to increase the number of available billboard permits (both static and electronic message board) within the City from 12 to 13; 3.) another text amendment to 12-11-6 to exempt all billboards from the signage limitation of 600 square feet on parcels of less than 5 acres; and 4.) a variation from the provision that requires at least 300 feet between any portion of a billboard and a residential property line. The closest portion of the proposed billboard “V” (i.e. two sign faces) is the northeast corner. Per the measurement method prescribed by the Ordinance, the billboard is 127 feet from residentially zoned property, which is PIN 09-33-302-002, an unimproved, wooded property owned by ComEd. However, the closest lot line of a property improved with a residence is 316 feet away. Based on staff review, the proposed billboard would meet the other zoning and location requirements, which generally include:

- The proposed location must be on a lot zoned C-1, C-2, C-3, M-1 M-2 or M-3 (the subject site is currently zoned C-2 and proposed as C-3);
- The billboard must be within 660 feet of I-90 or I-294
- The proposed billboard must satisfy the spacing requirements of the Illinois Advertising Control Act
- All third-party government approvals must be obtained

The petitioner has already sought approval from the Illinois Department of Transportation and the Federal Aviation Administration. However, no billboard can be constructed on this property without first obtaining approval from the City of Des Plaines. The proposed text amendments are Attachment 2 and contained within Ordinance Z-52-21 for the Council's consideration.

### **PZB Action**

The PZB held a public hearing and reviewed and concurred with the petitioner's responses to text amendment and variation standards (Attachments 3 and 4 respectively), as well as the staff memo comments, which are captured in the excerpt to the draft minutes of the September 28, 2021 meeting (Attachment 10). The Board voted 5-0 to recommend approval of both the text amendments and variation.

### **City Council Procedure and Recommended Conditions**

Pursuant to Section 12-3-7.D.4 and 12-3-6.G of the Zoning Ordinance, the City Council may vote to approve, approve with modifications, or deny the requests. The Council has final authority over the text amendments and variation. Two ordinances are attached: Ordinance Z-52-21 would approve the text amendments, and Ordinance Z-53-21 would approve the variation. Each requires a separate motion and vote.

Should the City Council vote to approve the request, the PZB and staff recommend the following conditions for the variation:

1. The elevation drawing is revised so the billboard structure will not exceed 99 feet in height.
2. All required Illinois Department of Transportation (IDOT) and Federal Aviation Administration (FAA) approvals are completed and obtained.

Additionally, the PZB and staff recommend the billboard permit be tied to the construction of the proposed commercial development at 2805-2845 Mannheim, proposed through Case 21-041-MAP-TSUB-V.

### **Attachments:**

Attachment 1: Location/Zoning Map

Attachment 2: Proposed Text Amendments

Attachment 3: Responses to Text Amendment Standards

Attachment 4: Responses to Variation Standards

Attachment 5: Project Narrative

Attachment 6: Staff Photos

Attachment 7: Lighting Study

Attachment 8: IDOT and FAA Documents

Attachment 9: Letter from PZB Acting Chairman Paul Saletnik

Attachment 10: Excerpt from Draft Minutes of September 28, 2021 PZB meeting.

### **Ordinance Z-52-21**

#### **Ordinance Z-53-21**

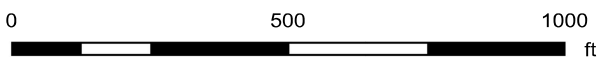
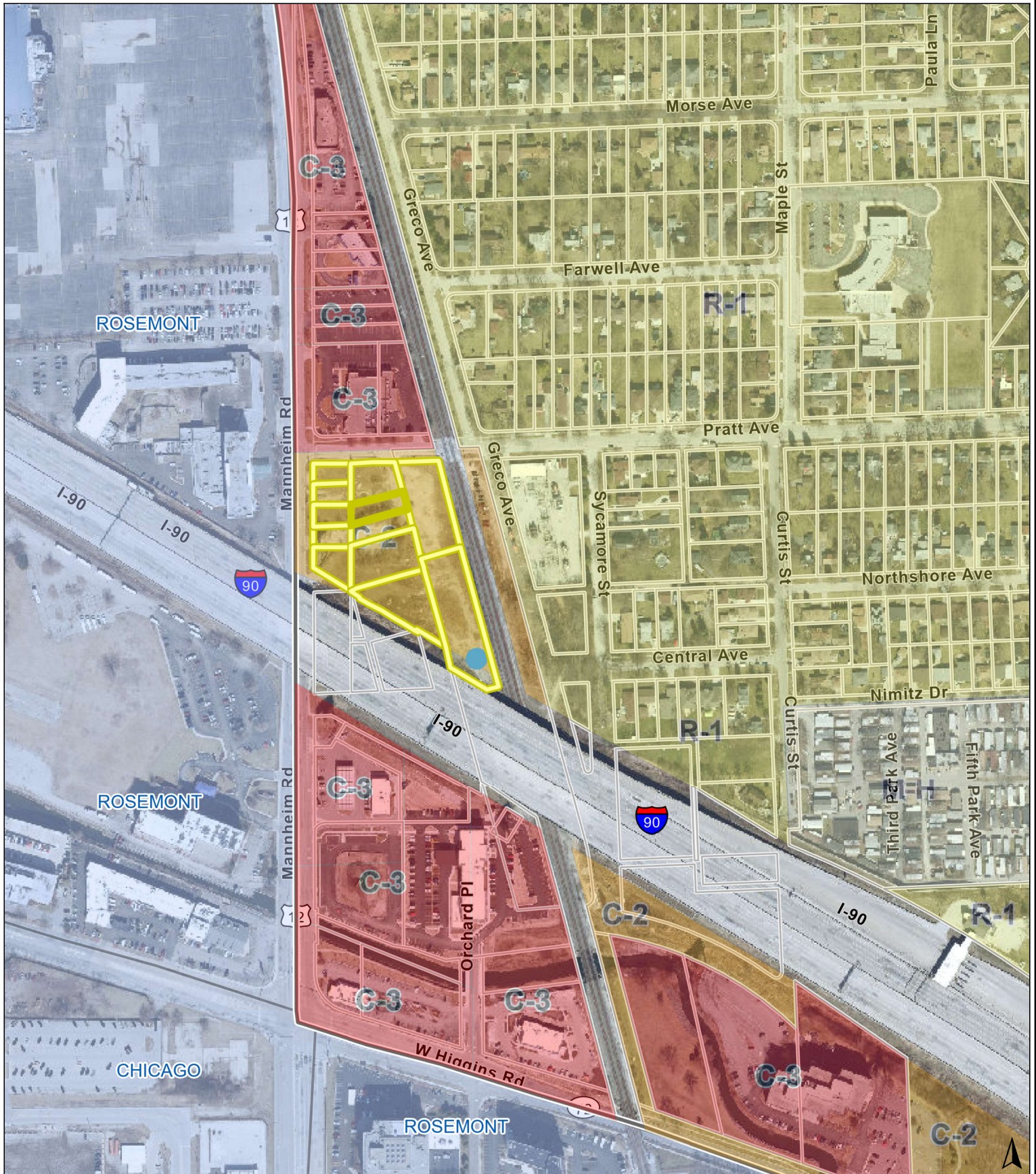
Exhibit A: Legal Description

Exhibit B: Plat of Survey/Identified Location of Proposed Billboard

Exhibit C: Distance Exhibit

Exhibit D: Elevation Drawing of Billboard





Print Date: 9/21/2021

**Notes**

Blue dot = approximate location of billboard

Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.



Proposed additions are **bold and double-underlined**. Proposed deletions are ~~struck through~~. Some surrounding unamended text is included for context.

##

#### **12-11-5: SIGN STANDARDS BY SIGN TYPE**

H. Electronic Message Board Billboard: **A new electronic message board billboard may be permitted subject to the standards and regulations for billboards generally and electronic message board billboards set forth in section 12-11-6 of this chapter.** The static billboard panels of a qualified billboard may be converted to electronic message board panels only pursuant to an electronic message board billboard permit issued by the City, and subject to the standards and regulations for electronic message board billboards set forth in section [12-11-6](#) of this chapter. For the purposes of this subsection, a qualified billboard must meet the following criteria:

1. The billboard was erected prior to the effective date of this subsection. If the billboard is relocated in accordance with subsection [12-11-10C](#) of this chapter, the date the billboard was originally erected, prior to relocation, will be determinative.
2. The billboard must be a legally conforming billboard. For the purposes of this subsection only, an applicant for an electronic message board billboard permit may establish that the existing billboard is legally conforming by either:
  - a. Providing proof that the existing billboard was erected pursuant to a valid permit issued by the City; or
  - b. Providing documentation to show that the existing billboard conforms with all of the standards and regulations as set forth for billboards in section [12-11-6](#) of this chapter except for the permit requirement.
  - c. Notwithstanding section [12-11-10](#) of this chapter, if a billboard is not legally conforming in accordance with subsection H2a or H2b of this section, the removal and replacement of the sign in the same location for the sole purpose of converting the static panels to electronic message board panels is permitted only as a conditional use pursuant to section [12-3-4](#) of this title, and subject to the standards and regulations for electronic message board billboards as set forth in section [12-11-6](#) of this chapter.
3. The billboard must have a valid IDOT sign permit.
4. The billboard must be located within six hundred sixty feet (660') of I-90 or I-294.

##

**12-11-6: REGULATION BY DISTRICT CLASSIFICATION:**

B. Commercial, Manufacturing And Institutional Districts:

Sign Type	Number, Height, And Other Limitations <sup>2</sup>
Billboards	Billboards shall be permitted only within the C-1, C-2, C-3, M-1, M-2 and I-1 districts and located within 660 feet of I-90 and I-294 toll roads.
	Structure must be in compliance with the Illinois department of transportation regulations and a valid current IDOT permit must be presented with the application for city permits.
	The city shall cause to be permitted no more than <del>12</del> <b>13</b> permits for outdoor advertising structures (billboards) under subsection 12-11-3C3, "Billboard Permits", of this chapter. <b><u>The 13th billboard permit may be issued only in accordance with Ordinance Z-53-21.</u></b> <del>As of amendatory ordinance Z-24-05, all 12 permits have been allocated to permittees.</del>
	Total surface area of the signs shall not exceed 1,200 square feet per face and 2,400 total square feet for a double faced sign.
	Height of the sign shall not exceed 99 feet from the base of the pole to the top of the structure or 65 feet from the surface of the pavement of the lane closest to the structure, except as otherwise provided by a limited variation ordinance adopted by council.
	All billboards must meet the spacing requirements as required by the Illinois advertising control act.
	No portion of a billboard shall be allowed within 300 feet of a residential property line. This distance shall be measured at ground level from a line perpendicular to the closest part of the billboard to the residential property line.
. . .	
Electronic message board billboards	The electronic message board panel must not exceed the square footage of the static panel replaced by the electronic message board panel or 1,200 sq. ft., whichever is less.
	The electronic message board panel must not exceed the square footage of the static panel replaced by the electronic message board panel or 1,200 sq. ft., whichever is less.

	<p>The electronic message board must be adequately screened from any residential zoning district.</p>		
	<p>The electronic message board panel may only face the I-90 or I-294 rights-of-way.</p>		
	<p>The applicant must submit an affidavit stating that all required permits or approvals from IDOT, the FAA, or any other government or regulatory agency or body with proper jurisdiction, have been obtained for the proposed electronic message board billboard.</p>		
	<p>The images and text displayed on the electronic message board may be changed no more frequently than once every 10 seconds or as established by Federal or State guidelines for digital signage along an interstate, whichever is greater. Each change must be completed in 1 second or less.</p>		
	<p>Sounds, animation, moving video, flashing, blinking, spinning, or any other appearance of movement are prohibited.</p>		
	<p>The sign must possess an ambient light sensor and utilize automatic dimming capabilities so that the maximum luminescence level is not more than 0.3 foot candle over ambient light levels measured as close to perpendicular to the sign face as possible and measured from the appropriate distance as set forth in the table below:</p>		
	<p>Sign Face Size</p>	<p>Distance From Which To Measure</p>	
	<p>Under 300 sq. ft. 300 - 385 sq. ft. 386 - 680 sq. ft. 681 - 1,200 sq. ft.</p>	<p>150' 200' 250' 350'</p>	
	<p>The applicant, with written permission from the landowner, must apply for and obtain the following permits from the City prior to performing any alterations to the existing billboard: 1) a building permit for the electronic message board panels and support structure; and 2) an electronic message board billboard sign permit. Plans prepared by a licensed structural engineer must be submitted with the permit application.</p>		

	City sponsored messages must be made available for display on the electronic message board on a regular rotation, as determined by agreement between the City and the applicant. City sponsored messages include without limitation Amber Alerts, FBI wanted messages, weather alerts, and messages promoting City sponsored events. The City sponsored messages will be displayed at no cost to the City.
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Notes:

1. In the case where there are multiple uses in a single structure (i.e., commercial strip shopping center) 1 wall sign is permitted for each business, however the aggregate total square footage of all signs shall not exceed the limits set forth in this section.
2. On parcels less than 5 acres, the total square footage area of all signs shall not exceed 600 square feet, **not including area for static or electronic message board billboards.**



## STANDARDS FOR TEXT AMENDMENTS

**The Planning and Zoning Board and City Council review the particular facts and circumstances of each proposed Text Amendment in terms of the following standards.** Keep in mind that in responding to the questions below, you are demonstrating that the proposed text change is appropriate for the entire jurisdiction, not just a particular site. Please answer each question completely and thoroughly.

1. Is the proposed amendment consistent with the goals, objectives, and policies of the Comprehensive Plan?

**Yes the amendment and redevelopment is consistent with the comprehensive plan. The current contaminated, vacant, 3.81-acre parcel will be purchased by Image Des Plaines, LLC and GW Properties and developed in accordance with Village staff requirements. Subject to amendment approval, Image Des Plaines, LLC is contributing over 1-million dollars to the development partner, to offset the cost of purchase and remediation.**

2. Is the proposed amendment compatible with current conditions and the overall character of existing development in the immediate vicinity of the subject property?

**Yes, the proposed amendment is consistent with similar developments in the immediate vicinity. There are numerous billboards through out the general area, including a sign immediately to the west. On the south side of I-90 there are (4) four signs, spaced 500' ft apart, beginning at Mannheim road and moving East. To the East of subject site, a railroad and forested area exists to buffer residential properties. The proposed sign will be positioned so as to have no impact on the residential area.**

3. Is the proposed amendment appropriate considering the adequacy of public facilities and services available to the subject property?

**Yes. No public facilities or services have been utilized to the vacant property over the past 20-years. The redevelopment of this parcel will provide for enhanced services and facilities contributed by the developer, ie: rebuild water lines, utilities etc.**

4. Will the proposed amendment have an adverse effect on the value of properties throughout Des Plaines?

**No, the proposed amendment will have a positive effect. With the passage of the amendment, Image Des Plaines, LLC and GW Properties will close on the property and begin the redevelopment process of the 3.8-acre parcel. It is anticipated that three to four buildings consisting of restaurant and retail space, will take place on this property, resulting in a net benefit to the surrounding properties and City of Des Plaines.**

5. Does the proposed amendment reflect responsible standards for development and growth?

**Yes. Billboards have been removed with no additional sites replacing them over the past few years. This site was approved for a second billboard in 2004-2005. The redevelopment of the property will provide for additional services to the community, clean-up an adverse health concern, and increase the tax base.**

## STANDARDS OF VARIATIONS

1. What would you describe as the hardship(s) that prevent you from being able to carry out the strict letter of the provisions of the Zoning Ordinance?

The Zoning Ordinance requires a 300' foot distance from the edge of an advertising sign structure to a residential zoned lot. Our proposed sign is approximately 340' feet to the closest edge of a residential lot containing a residential dwelling. We are seeking relief from arbitrary residential zoning which happens to be a ComEd substation as well as a non-buildable lot which is also zoned residential. The distance from our sign to the middle of Greco Ave, to the East is approximately 160' feet. Our proposal does meet the "spirit" of the ordinance by virtue of the approximate 340' foot measurement to a utilized residential lot. However, the strictest interpretation results in an approximate 140' foot shortfall when measured to the West of the ComEd distribution facility, and the center of Greco Ave.

2. How do site conditions prevent the reasonable use of your land under the terms of the Zoning Ordinance?

There are no apparent site conditions which prevent our proposed use of the land for our billboard development. There are no utilities or topographic issues, etc. However the overall 3.8 acre subject property does contain significant contamination. It is anticipated the developer/co-buyer of the property will use our significant easement purchase revenue to offset required remediation costs. Without our substantial financial contribution, the property may remain undeveloped for the foreseeable future.

3. To the best of your knowledge, can you affirm that the physical condition of your property was not created by an action of anyone having property interests in the land after the Zoning Ordinance of 1998 was adopted, or as the result of other governmental action, or was created by natural forces:

Yes. It is our understanding prior to the property consolidation in the early 2000's there was significant contamination activity by a number of the individual parcel owners. The current ownership including Image Des Plaines, LLC did not contribute to the contamination but will ultimately have to pay for its removal.

4. How would the denial of the variation deprive you from rights enjoyed by other persons subject to the same provisions?

The utilized residential properties approximately 340' feet to the East are effected to some degree by the three (3) billboard sites on the south side of the expressway which

face towards their properties. The closest of these signs is approximately 330' feet from residential. Although our sign is a similar distance to the occupied residential dwellings there are additional physical barriers between our proposed sign and the residents. The railroad crossing barrier as well as a heavily wooded area of approximately 275' feet lies between our sign site and the residential to the East. The existing trees are taller than the height of our sign and provide a natural screening. Finally and most significantly, our Eastern facing sign display will be positioned in a Southeasterly direction which will minimize its visibility to the residential property to the East. Due to these factors, we believe our proposed sign will be less impactful than the three (3) existing signs on the South side of the highway.

5. Is the requested variation the minimum measure of relief necessary to alleviate the alleged hardship or difficulty presented by the strict application of the Zoning Ordinance?

Yes. We are seeking the recognition that the 300' foot spacing measurement was intended to be measured from a sign to an occupied residential zone. In the above circumstance we are approximately 340' feet away. In the alternative, we are seeking an acknowledgement that the 160' foot spacing from our sign to the nearest residential zoning (which is the middle of Greco Ave.) is extremely misleading due to the fact that the ComEd distribution facility lies between Greco Ave. and occupied residential zoning East of Sycamore St. The ComEd distribution facility is not an appropriate use for a residential district.

6. Will the granting of the variation be in harmony with the neighborhood and the provisions of the Zoning Ordinance from which it is being sought?

We believe the variance will enhance the property by virtue of the financial contribution Image Des Plaines, LLC is contributing to the property's redevelopment. In addition to the natural forested barrier between our sign site and the residential district the economic influx that Image Des Plaines, LLC is contributing to the project will result in a grouping of two (2) or three (3) restaurants and retail space, which will not only benefit the surrounding neighbors but will add needed tax revenues to the City of Des Plaines as well.



City of Des Plaines  
ATTN: City Council  
ATTN: Planning & Zoning Board  
1420 Miner Street  
Des Plaines, IL 60016

August 27, 2021

### Project Narrative

Please allow this note to serve as our project narrative of the Image Media billboard matter. These specific questions were asked of our company when we attempted to purchase the property in 2018. We now have a fantastic development partner in GW Properties and look forward to your favorable review.

**Why are you purchasing the property?** Image Media Advertising, Inc. is in the process of purchasing the 3.8-acre lot at the corner of Mannheim and Pratt Ave. for the purpose of constructing a digital message billboard visible to the Jane Addams Tollway for advertising. Image Media has a development partner, GW Partners, to redevelop the balance of the property. GW Properties will work with the City to approve their mixed-use development of restaurant and retail space to meet with City's approval. Challenges with the property including contamination and cost have hampered this sites redevelopment over the past twenty years. Image Media's financial contribution will allow for a reasonable acquisition price for its partner GW Properties to complete this project.

**Why are you requesting this Text Amendment?** While we believe the number of sign sites has decreased from the permitted 12 with no replacements added, Image Media Advertising, Inc. is seeking this Text Amendment to legally increase the number of billboards in the City of Des Plaines from 12 to 13. It is anticipated the new digital sign can also be used to help market the property to the developers' potential tenants.

**What is the size of and type of Billboard?** The proposed billboard will be multiple message two faced sign measuring 20'x60' in sign face area and approximately 90-95' overall height.

**What is your intent for the rest of the land?** Restaurants or mixed-use buildings.

We look forward to working with the city of Des Plaines, IL on this development project.

Sincerely,

Michael E. Scheid  
m: (312) 972-4600  
o: (312) 988-4600  
e: mscheid@imageoutdoor.com

5101 DARMSTADT ROAD • HILLSIDE, IL 60162 • PHONE 312•988•4600



**Staff Photos**



Looking west at proposed billboard area from Central and Sycamore, in front of nearest residential homes to proposed billboard



Looking west from Central, mid-block



Approximate location of the proposed billboard

August 24, 2021

## **Background on Optical Measurements and Calculations**

Watchfire Signs has manufactured outdoor electric signs since 1932 and led signs since 1996. We have more than 60,000 led signs in operation worldwide.

Incandescent signs were commonly measured using illuminance measurements, partly because the light bulb is ideally a point source of light, illuminating equally in all directions, and illuminance meters are commonly available and inexpensive. Foot-candle measurements are made at a defined distance from the sign and the magnitude depends on the physical size of the sign.

LED signs are highly directional however, which is an advantage in an urban setting since the light can be directed more precisely to the intended audience. Luminance measurements have been used to specify LED signs by the industry. The candela per square meter (NITs) unit allows a specification that does not depend on size or viewing distance.

The study done on the sign adjacent to a residential area used actual lab measurements made on modules using an illuminance meter. These measurements and extrapolations are then scaled up to the size of the sign and the distance corrections are made using the inverse square law.

Watchfire adopted brightness standards set forth by both the ISA (International sign Association) and OAAA (Outdoor Advertising Association of America). The standards used are based on the studies of Dr. Lewin and the IESNA (Illuminating Engineering Society of North America).

Below is a list of some of the measurement equipment used by Watchfire engineers.

### **Equipment used by Watchfire engineers to make lighting measurements:**

Foot-candles/Lux - Minolta Illuminance Meter T-10

NITs/candela/sq. m – Minolta Luminance Meter LS-100

Sign Calibration – Minolta CS-1000 Spectra radiometer

## SIGN LIGHTING STUDY

### Sign Details

**Size:** 20'x60' Digital Billboard

**Location:** *City of Des Plaines*

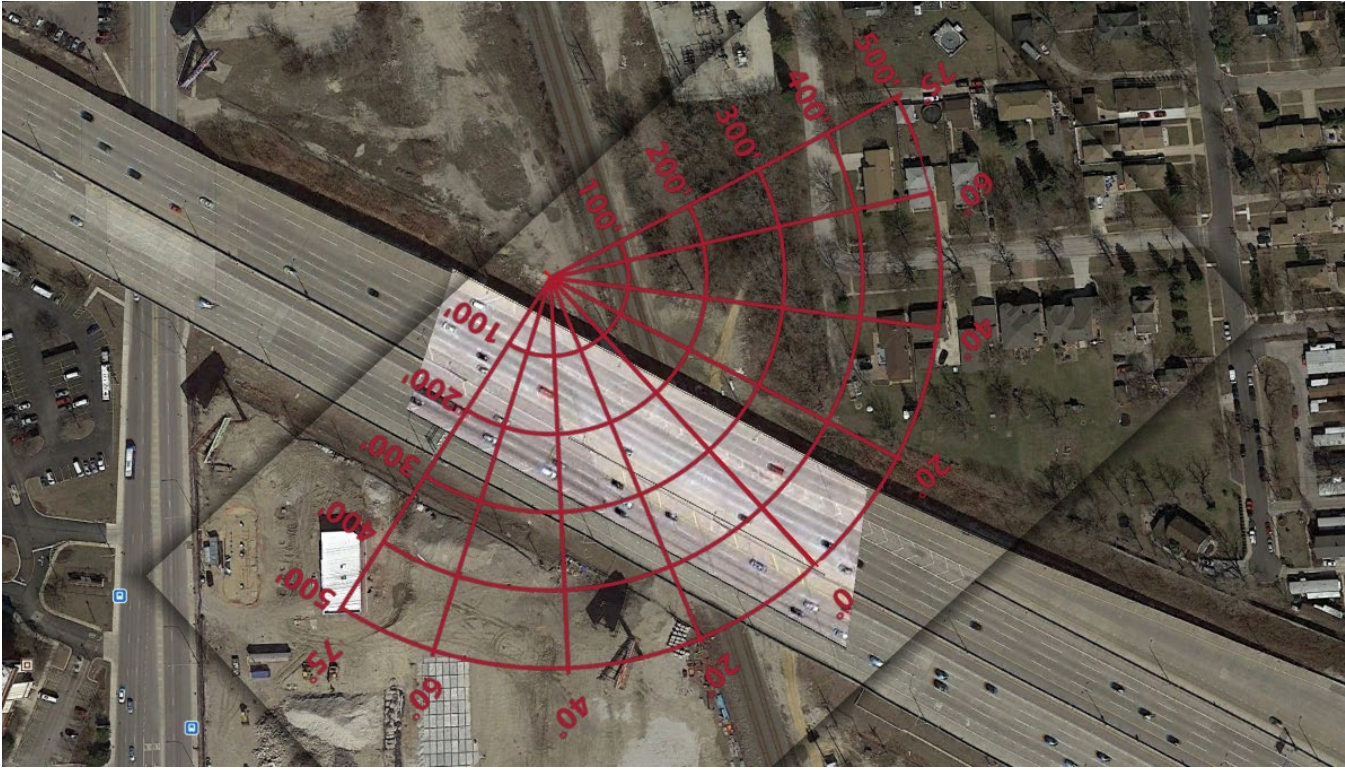
Light measurements are completed in foot-candles. A foot-candle is the amount of light produced by a single candle when measured from 1 foot away. For reference two 400-watt metal halide lights produce 15 foot-candles each at an average mounting height of 50 feet. Compare to the table below for light output of proposed digital billboard.

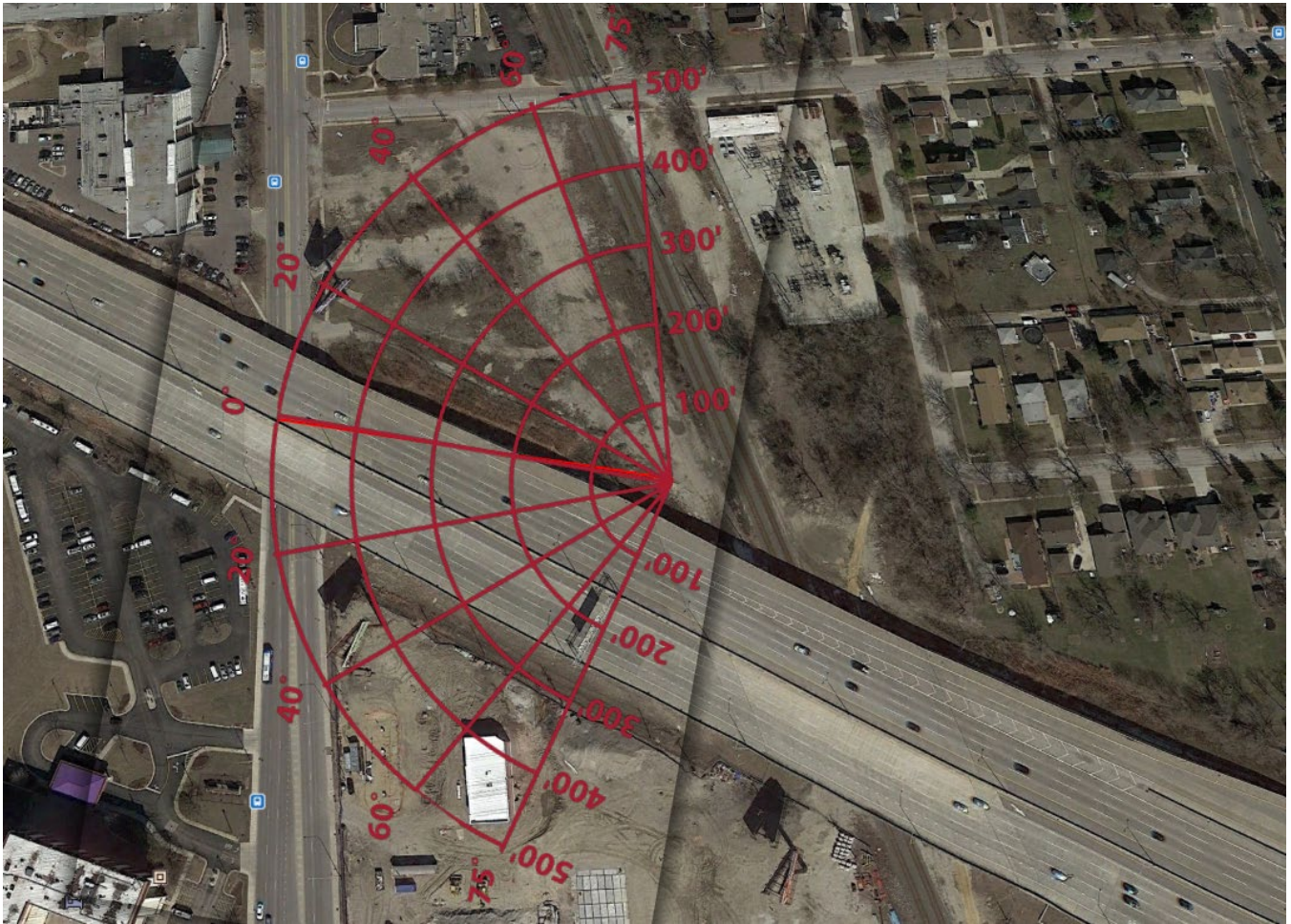
The table represents the total increase in ambient light produced by the sign under normal or typical operation at night. The ambient light increases will be less than shown in the chart since they fail to consider any objects blocking the line of site to the sign. Obstructions such as trees would further reduce real world overall ambient light increases. In addition to obstructions any existing light within the viewing cone will further diminish any light increase.

	<i>0 degrees</i>	<i>20 degrees</i>	<i>40 degrees</i>	<i>60 degrees</i>	<i>75 degrees</i>
<i>100'</i>	0.8883	0.7328	0.4948	0.2238	0.0444
<i>200'</i>	0.2221	0.1832	0.1237	0.0560	0.0111
<i>300'</i>	0.0987	0.0814	0.0550	0.0249	0.0049
<i>400'</i>	0.0555	0.0458	0.0309	0.0140	0.0028
<i>500'</i>	0.0375	0.0309	0.0209	0.0095	0.0019

Light values in foot-candles at night under typical operation







### Conclusion

Given the above comparisons and measurements, the area will see an almost undetectable difference in ambient light after installation of the digital led displays. Light levels at the nearest residential structure will be a fraction of the recommended 0.3 foot-candles. Ambient light levels are more heavily impacted by street, building, and landscape lights than the increases produced by a LED display.

### Ray Digby

Office 800-637-2645, ext. 3006

email [ray.digby@watchfiresigns.com](mailto:ray.digby@watchfiresigns.com)





Application for Outdoor Advertising Permit
Business Area Sign - Interstate Highway



Note: All fields marked with an asterisk (\*), or outlined in red, are required fields.

IDOT USE ONLY
1) Permit No.

2) Owner of Proposed Sign

Name: Image Media Advertising, Inc.
Address: 5101 Darmstadt Rd Suite A
City: Hillside, State: IL, Zip Code: 60162
E-mail: mscheid@imageoutdoor.com, Phone: (312) 972-4600

3) Owner of Land

Name: Prominence Des Plaines LLC (Prominence)
Address: 1375 Remington Rd Suite E
City: Schaumburg, State: IL, Zip Code: 60173
E-mail: rzaid@prohosp.com, Phone: (224) 484-8242

4) Proposed Sign Location

County: Cook, Marked Route Number: I-90 Jane Addams Tollway

Sign will be located 540 feet East of Mannheim Rd

1.2 feet North of the highway right-of-way.

GPS Coordinates in decimal format: latitude 42.000806, longitude -87.882719

\*Is the proposed sign located WITHIN or OUTSIDE of incorporated limits? [X] Within [ ] Outside

If the sign is located WITHIN incorporated limits complete item #5. If sign is located OUTSIDE incorporated limits complete #6.

5) Sign will be located: (Select one)

[X] 300-499 ft. [ ] 600-1,000 ft. [ ] More than 1,000 ft. from the nearest existing or other proposed signs

6) For signs located within incorporated limits, provide the following:

Name of Municipality: Des Plaines, Present Zoning Classification: C-2 Limited Office Commercial

Was site within incorporated limits on September 21, 1959? [X] Yes [ ] No

If no, what was the zoning classification on September 21, 1959?

7) For signs located outside of incorporated limits, provide the following:

Name of zoning authority, Present Zoning Classification

Zoning Classification on September 21, 1959

The sign will be:

[ ] 500-599 ft. [ ] 600-1,000 ft. [ ] More than 1,000 ft. from the beginning or ending of pavement widening at the exit from or entrance to an interchange, rest area, or weigh station.

**8) Description of Proposed Sign:**

8A) Sign Type:  Static  Multiple Message  
 8B) Structure Features: Type:  Free Standing  Wall Mount  Roof Mount  
 Configuration No. (see diagram provided in Form Instructions): 5

8C) Vertical Supports  Wood  Metal  Vinyl  Other Number 1

8D) Will sign have lighting?  Yes  No If yes, list type Other Digital

8E) Fill in dimensions on appropriate configuration sketch (Pages 6-10).

**9) Airport Restrictions:**

9A) Is the proposed sign to be located within a two mile radius of any publicly-owned airport?  Yes  No

9B) Name of airport O'Hare Airport

**10) Certification:**

The tag issued as a result of this application must remain securely affixed to the front face of the sign or sign structure in a conspicuous position upon completion of sign erection. The sign owner must notify the Illinois Department of Transportation within 10 days after erection of this sign. If sign is not erected within 3 years after date of approval, this permit becomes invalid. If after erection, this sign is found to be in violation of the law, regulations or permit, this permit becomes invalid.

The applicant certifies that all of the information provided is true and accurate and that the applicant is not the owner of, or affiliated with an owner of, an abandoned or illegal sign as defined by Part 522 of the Illinois Administrative Code.

Applicant Signature

Date

[Handwritten Signature] 9/7/21

Print Name

Title

Michael E. Scheid President

This certificate is provided to the Illinois Department of Transportation in compliance with the requirements of the Rules for the Control of Outdoor Advertising Adjacent to Primary and Interstate Highways, 92 Illinois Administrative Code Part 522.50(c) (the "Rules").

State of ILLINOIS

County of DUPAGE

Signed (or subscribed or attested) before me on 9/7/2021 by  
 (date)

MICHAEL E SCHEID

(name/s of person/s)



Signature of Notary Public

[Handwritten Signature]

My commission expires \_\_\_\_\_

Return completed permit forms with supporting documentation and fee to:

Illinois Department of Transportation  
 Bureau of Land Acquisition  
 Outdoor Advertising  
 2300 South Dirksen Parkway, Room 210  
 Springfield, IL 62764

FOR IDOT USE ONLY Do Not Write in this area	
Permit No.	
Verified By	
Permit is: <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
Signature	Date

Disclosure of this information is necessary to accomplish the statutory purpose as outlined under 225 ILCS 440/1 et seq. and 620 ILCS 25/1 et seq. Disclosure of this information is REQUIRED. Failure to provide this information will result in the denial of the permit. This form has been approved by the State Forms Management Center.

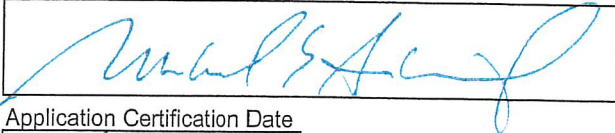
**DOCUMENT CHECKLIST (Include with application)**  
**BUSINESS AREA SIGN - PRIMARY HIGHWAY APPLICATION**

Sign Size:  ≤ 150 Sq. Ft.  > 150 Sq. Ft.

Provided	Related Permit Application Item Number	Document Description
<input checked="" type="checkbox"/>	2	If applicant does not own the site, a Secretary of State certificate of corporate good standing (not more than one year old)
<input type="checkbox"/>	2	Proof of authority to submit the application if the applicant is not the sign owner
<input checked="" type="checkbox"/>	3	Title commitment or other proof of land ownership, such as deeds, court orders, or probate estate proceedings
<input type="checkbox"/>	3	Proof of authority from land owner for someone else to sign property documents
<input checked="" type="checkbox"/>	3	Copy of lease or proof of consent from land owner
<input type="checkbox"/>	4	Site drawings for signs less than or equal to 150 sq. ft.
<input checked="" type="checkbox"/>	4	Site drawing for signs greater than 150 sq. ft. (prepared or approved by licensed surveyor).
<input checked="" type="checkbox"/>	6 & 7	Zoning certification letter
<input type="checkbox"/>	6 & 7	Zoning ordinance defining the zoning of the site (not a sign ordinance)
<input type="checkbox"/>	6 & 7	Additional zoning documentation
<input type="checkbox"/>	6 & 7	Approved site plan for pending commercial or industrial use (approval must be from zoning/building permit official)
<input checked="" type="checkbox"/>	6 & 7	Copy of notification letter to municipality or county, including a copy of the application
<input type="checkbox"/>	7	Letter from local authority certifying that area is unzoned
<input type="checkbox"/>	8	Statement of intent for sign modification including assurances
<input type="checkbox"/>	8	Statement that an existing permitted sign will be removed prior to the erection of a sign as a result of this permit application
<input type="checkbox"/>	8	Copy of original permit application for sign modification
<input type="checkbox"/>	8	Sketch of non-rectangular sign
<input checked="" type="checkbox"/>		Processing Fee
<input type="checkbox"/>		
<input type="checkbox"/>		

Sign Owner Signature

Date

	9/7/21
---	--------

Application Certification Date

9/7/21
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Mail Processing Center  
 Federal Aviation Administration  
 Southwest Regional Office  
 Obstruction Evaluation Group  
 10101 Hillwood Parkway  
 Fort Worth, TX 76177

Aeronautical Study No.  
 2021-AGL-22331-OE  
 Prior Study No.  
 2018-AGL-2995-OE

Issued Date: 09/13/2021

Michael Scheid  
 Image Media Advertising Inc.  
 5101 Darmstadt  
 Hillside, IL 60162

**\*\* DETERMINATION OF NO HAZARD TO AIR NAVIGATION \*\***

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:           Billboard I-90 540' e/o Mannheim Road  
 Location:           Des Plaines, IL  
 Latitude:            42-00-02.90N NAD 83  
 Longitude:          87-52-57.79W  
 Heights:            640 feet site elevation (SE)  
                           100 feet above ground level (AGL)  
                           740 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- At least 10 days prior to start of construction (7460-2, Part 1)
- Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/ lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 .

This determination expires on 03/13/2023 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

If we can be of further assistance, please contact Marla Brown, at (817) 222-5323, or [Marla.brown@faa.gov](mailto:Marla.brown@faa.gov). On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2021-AGL-22331-OE.

**Signature Control No: 492101725-494444236**

( DNE )

Steve Phillips

Manager, Obstruction Evaluation Group

Attachment(s)

Map(s)





COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

September 29, 2021

Mayor Goczkowski and Des Plaines City Council, CITY OF DES PLAINES

**Subject:** Planning and Zoning Board, 2805-2845 Mannheim Road, 21-042-TA-V, 6<sup>th</sup> Ward  
**RE:** Consideration of Zoning Text Amendments and a Major Variation for the purposes of installing a new billboard structure, which includes an electronic message board billboard.

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) met on September 28, 2021 to consider two requests to allow a new billboard structure, which includes an electronic message board billboard, in Lot 4 of the proposed subdivision/development at 2805-2845 Mannheim Road.

1. Representatives for petitioner Image Des Plaines LLC presented their proposal. They explained and addressed the standards for the proposed text amendments to increase the number of available City billboard permits, to allow the initial installation of an EMB billboard, and to remove billboards from the maximum sign area for lots of less than 5 acres. They also explained why they require a variation from the minimum distance between the proposed billboard and a residential lot line.
2. PZB members asked about the role of the billboard in making the development financially feasible, and the developer explained. They asked for clarification on the nature of the residential property that falls within the required 300-foot distance, which the petitioner explained was unimproved land. The lot line of the nearest residential home is 316 feet away from the closest point of the proposed billboard.
3. CED staff summarized the staff report and excerpts from the submittal, such as the lighting study. Staff displayed a presentation with an excerpt from the Zoning Map and showed the illustration of the billboard. Staff provided clarification on the number of existing billboards in Des Plaines and how that differs from the billboards with permits, of which there are only 12, as well as the revenue implications of billboards. No members of the public spoke on this petition.
4. The PZB *recommended* (5-0) that the City Council *approve* the request with the following conditions: (i) the billboard permit shall not be issued until construction has commenced for the proposed restaurant and retail development at 2805-2845 Mannheim, proposed through Case 21-041-MAP-TSUB-V; (ii) the elevation drawing is revised so the billboard structure will not exceed 99 feet in height; and (iii) all required IDOT and FAA approvals are completed and obtained for the current, up-to-date proposal.

Respectfully submitted,

A handwritten signature in black ink that reads 'Paul Saletnik'.

Paul Saletnik,  
Des Plaines Planning and Zoning Board, Acting Chairman

Cc: City Officials/Aldermen

**Excerpt from Draft Minutes for the September 28, 2021, Planning & Zoning Board Meeting**

5. 2805-2845 Mannheim Road

**Case Number: 21-042-TA-V  
Public Hearing**

The petitioner is requesting text amendments to Section 12-11-5 of the Zoning Ordinance to allow the initial installation of an electronic message board billboard and Section 12-11-6 to increase the total number of allowable billboards across the City from 12 to 13. The petitioner is also requesting a major variation, as required by Section 12-11-6, for a portion of a proposed billboard to be less than the minimum 300 feet away from a residential property line, as well as any other variations, waivers, and zoning relief as may be necessary.

**PINs:** 09-33-300-001-0000; 09-33-300-002-0000; 09-33-300-003-0000; 09-33-300-004-0000; 09-33-300-005-0000; 09-33-300-006-0000; 09-33-300-007-0000; 09-33-300-008-0000; 09-33-300-009-0000; 09-33-301-008-0000; 09-33-301-014-0000

**Petitioner:** Image Des Plaines, LLC, 5101 Darmstadt Road, Suite A, Hillside IL 60142  
**Owner:** Prominence Des Plaines LLC, 1375 Remington Road, Suite E, Schaumburg IL, 60173

Acting Chairman Saletnik swore in Dan Dowd, attorney representing, Image Des Plaines, LLC, the Petitioner. Mr. Dowd provided an overview of the draft amendments, which are site specific to the site. Mike Schied provided information on the location of the billboard, along with lighting and illumination specifications and City requirements. Mr. Schied also stated that Illinois Department of Transportation (IDOT) and Federal Aviation Administration (FAA) approvals have been secured.

Acting Chairman Saletnik asked if the Board had any questions. There were no questions or comments.

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

Acting Chairman Saletnik asked that the Staff Report entered into record. Director Carlisle provided a summary of the following report:

**Issue:** The petitioner and contract purchaser of 3.8 acres at the southeast corner of Mannheim Road and Pratt Avenue (2805-2845 Mannheim Road) proposes erecting a new electronic message board billboard in concert with a proposal for a restaurant-retail development (Case 21-041-MAP-TSUB-V). The petitioner is requesting approval of text amendments to two Sections of the Zoning Ordinance to allow the project: 1.) To Section 12-11-5.H, which currently allows electronic message board billboards only through the conversion of existing static billboards, and 2.) to 12-11-6.B to increase the maximum number of billboard permits that can be issued citywide from 12 to 13, as well as an exemption from the 600-square-foot limitation for all signage on lots of 5 acres or less. Finally, the petitioner is seeking a variation to allow a portion of a billboard to be within 300 feet of a residential property line (approximately 127 feet).

**PINs:** 09-33-300-001-0000; 09-33-300-002-0000; 09-33-300-003-0000; 09-33-300-004-0000; 09-33-300-005-0000; 09-33-300-006-0000; 09-33-300-007-0000; 09-33-300-008-0000; 09-33-300-009-0000; 09-33-301-014-0000; 09-33-301-014-0000; 09-33-301-015-0000

**Petitioner:** Image Des Plaines LLC  
**Owner:** Prominence Des Plaines LLC, 1375 Remington Rd, Suite E, Schaumburg, IL 60173

**Existing Zoning:** C-2 Limited Office District (proposed as C-3 General Commercial District)

**Surrounding Zoning:** North: C-3, General Commercial District  
South: C-3, General Commercial District  
East: C-3, General Commercial District  
West: Commercial (Village of Rosemont)

**Surrounding Land Use** North: Commercial (banquet hall)  
South: Tollway; Orchards at O'Hare commercial development  
East: Railroad; ComEd facility  
West: Commercial (hotel)

**Street Classification** Mannheim Road is an arterial road, and Pratt Avenue is a local road.

**Comprehensive Plan** Commercial is the recommended use of the property.

**Project Description:**

Image Des Plaines LLC is contract purchaser of the approximately 3.8-acre site at the southeast corner of Mannheim Road and Pratt Avenue, roughly bordered by the Canadian National rail line on the east and I-90/Tollway on the south. Aside from an existing electronic message board billboard in the southwest corner of the site, it is currently vacant, despite having received redevelopment interest in the past (most notably for a La Quinta Inn motel that did not materialize). As depicted in Attachment 6, in the southeast corner of the site the petitioner intends to erect a new electronic message board billboard, not to exceed 99 feet in height, with two 1,200-square-foot sign faces aimed at both directions of I-90 traffic. The last new, additional billboard permitted by the City was in 2005 by Ordinance Z-24-05. The new billboard would be wholly part of Lot 4 in the subdivision proposed in the Tentative Plat that is part of the application for Case 21-041-MA-TSUB-V. Permitting and erecting the billboard is integral to the financing for the restaurant-and-retail proposal inherent to that application.

However, permitting the billboard requires 1.) a text amendment to Section 12-11-5 to allow an electronic message board as an *initial* installation, as currently they may only occur through conversions of existing static, non-electronic billboards; 2.) a text amendment to Section 12-11-6 to increase the maximum number of total billboard permits (both static and electronic message board) within the City from 12 to 13; 3.) another text amendment to 12-11-6 to exempt all billboards from the signage limitation of 600 square feet on lots of less than 5 acres; and 4.) a variation from the provision that requires at least 300 feet between any portion of a billboard and a residential property line. The closest portion of the proposed billboard "V" (i.e. two sign faces) is the northeast corner. Per the measurement method of the Ordinance, the billboard is 127 feet from residentially zoned property, which is PIN 09-33-302-002, an unimproved, wooded property owned by ComEd. However, the closest lot line of a property improved with a residence is 316 feet away. Based on staff review, the proposed billboard would meet the other zoning and location requirements, which generally include:

- The proposed location must be on a lot zoned C-1, C-2, C-3, M-1 M-2 or M-3 (the subject site is currently zoned C-2 and proposed as C-3);

- The billboard must be within 660 feet of I-90 or I-294
- The proposed billboard must satisfy the spacing requirements of the Illinois Advertising Control Act
- All third-party government approvals must be obtained

The applicant has already sought approval from the Illinois Department of Transportation and the Federal Aviation Administration. However, no billboard can be constructed on this property without first obtaining approval from the City of Des Plaines.

**Standards for Text Amendments:**

The standards for amendments are contained in Section 12-3-7.E of the Zoning Ordinance. The following is a discussion of those standards.

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

*Comment:* The Comprehensive Plan does not specifically mention billboards but does call out an economic development vision for “a variety of retail, dining, and entertainment options, with special focus on major commercial corridors....” These amendments, which are narrowly aimed at a specific sign on a specific site.

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

*Comment:* Allowing only one additional billboard, in the proposed location, would be compatible with the general character of commercial properties directly next to the Tollway, where billboards are common.

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

*Comment:* The petitioner’s site plan shows an access easement to get to the proposed billboard for maintenance or emergency purposes. Further, the property overall is easy for public safety or Public Works crews to access because it is at the visible corner of Mannheim and Pratt. The billboard structure will not be permitted to interfere with any infrastructure, above- or underground.

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

*Comment:* The proposed amendments enable the installation of only one new billboard in a specific location, so the only properties across the city that would be affected are those with residents who may be able to see it. However, the many trees and railroad area that separate the proposed billboard from the single-family residential development along Central Avenue and Sycamore Street are likely to provide adequate screening. Further, the rules in the existing ordinance limit the luminescence level detectable outside of the property line, and these are not proposed to change. The petitioner has submitted a lighting study, which indicates compliance with the luminescence limitations.

It appears more likely that the reactivation of a long-vacant site – which is generally a drag on property values – may be more beneficial to the property values of the area than any concerns generated by the billboard.

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

*Comment:* The amendments are deliberate and narrow, particularly by extending the allowance for new billboards by only one. They would not lead to an over-proliferation of billboards.

**Standards for Variation:**

The standards for variations contained in Section 12-3-6.H of the Zoning Ordinance are discussed below.

**1. Hardship: Carrying out the strict letter of the provisions of this title would create a particular hardship or a practical difficulty;**

*Comment:* For the new proposed billboard to be the minimum distance according to state spacing requirements from the existing on-site billboard, it must be located in the far southeast corner of the subject property. Further, the southeast portion of the site least intrusive with the affiliated proposed restaurant-and-retail development. Those factors necessitate locating the sign within 300 feet of a residential property line.

**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.**

*Comment:* The site's boundary with the Tollway is a diagonal line, as is its boundary with the railroad. With respect to billboards, they are only logical and permissible when directly next to an expressway. Further, as addressed under the "hardship/practical difficulty" standard, because of the location of the existing billboard on the site, a second billboard would have to be sited in the southeast corner, where it would run afoul of the 300-foot-minimum distance. There is also underground public sanitary sewer, access to which must be maintained.

**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.**

*Comment:* The location of all infrastructure was established by other public and private entities, and necessitates the location of the billboard in its proposed location.

**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.**

*Comment:* The strict letter of the provision does not take into consideration a residentially zoned piece of land that is unlikely to actually be developed and inhabited by residents. The location of the billboard at 316 feet from the lot line of the nearest actual house meets the intent of the Ordinance. Other billboard permittees in the past likely did not have a scenario similar to the one necessitating a variation in this case.

**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.**

*Comment:* While the strict application encompasses all residentially zoned property, the intent of the 300-foot-rule is to provide ample space between a residence and a billboard. Granting this variation would not compromise that intent and therefore not grant a special privilege compared to other billboard owners.

**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.**

Comment: The variation would enable the billboard, which would enable a restaurant-and-retail development on the site, which is supported by the Comprehensive Plan.

**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.**

Comment: Because of regulatory and practical factors, this proposed location of the billboard is the only reasonable location.

**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.**

Comment: Only the moving of the billboard to the west and north would lessen the need for relief, and for reasons stated under other standards, this move would not be practical.

**PZB Procedure and Recommended Conditions:** Pursuant to Sections 12-3-7(D)3 of the Zoning Ordinance, the PZB may vote to *recommend* approval, approval with modifications, or disapproval. The City Council has final authority over the text amendments and variation.

Should the PZB recommend and/or the City Council approve the request, staff suggests the following conditions for the variation:

1. The billboard permit shall not be issued until and unless construction has commenced for the proposed restaurant and retail development at 2805-2845 Mannheim, proposed through Case 21-041-MAP-TSUB-V.
2. The elevation drawing is revised so the billboard will not exceed 99 feet in height.
3. All required IDOT and FAA approvals are completed and obtained for the current, up-to-date proposal. Approvals from previous proposals will not be accepted by the City if no longer valid.

Director Carlisle provided clarification on the amendments in question. The clarification and corrections are as follows:

- Only 12 billboard structures *permits* are issued by the City. The proposal is to expand the permit count to 13. There are other billboards that do not have a City permit but are either conforming structures because they meet all rules of the Ordinance or are nonconforming.
- The last time the City increased the number of possible billboard *permits* was in 2005 by Ordinance Z-24-05.

Director Carlisle went over the previous licensing fees and the current revenue structure.

Per the City Attorney, if the Board chose to recommend approval, the portion of the draft amendments under Section 12-11-6 should be revised to state:

“The city shall cause to be permitted no more than ~~12~~**13** permits for outdoor advertising structures (billboards) under subsection 12-11-3C3, "Billboard Permits", of this chapter. **The 13th billboard permit shall be issued only in accordance with Ordinance Z-XX-21.** ~~As of amendatory ordinance Z-24-05, all 12 permits have been allocated to permittees. (This Ordinance number will be updated if the text amendment and variation for Case 21-042-TA-V is successful.)”~~

The Planning and Zoning Board chose to break out the approval into two motions.

**A motion was made by Board Member Hofherr, seconded by Board Member Catalano for approval of the revised text amendments, per City Attorney, to Section 12-11-5 of the Zoning Ordinance to allow the initial installation of an electronic message board billboard and Section 12-11-6 to increase the total number of billboard permit across the City, with the additional permit to be issued in accordance with a future ordinance, and with the condition that the billboard permit shall not be issued until and unless construction has commenced for the proposed restaurant and retail development at 2805-2845 Mannheim, proposed through Case 21-041-MAP-TSUB-V.**

AYES: Hofherr, Catalano, Fowler, Veremis, Saletnik

NAYES: None

ABSTAIN: None

**\*\*\*MOTION CARRIED UNANIMOUSLY\*\*\***

**A motion was made by Board Member Catalano, seconded by Board Member Fowler, for approval of a major variation, as required by Section 12-11-6, for a portion of a proposed billboard to be less than the minimum 300 feet away from a residential property line, as well as any other variations, waivers, and zoning relief as may be necessary, with the following conditions: (1) The billboard permit shall not be issued until and unless construction has commenced for the proposed restaurant and retail development at 2805-2845 Mannheim, proposed through Case 21-041-MAP-TSUB-V; (2) The elevation drawing is revised so the billboard will not exceed 99 feet in height; and (3) All required IDOT and FAA approvals are completed and obtained for the current, up-to-date proposal. Approvals from previous proposals will not be accepted by the City if no longer valid.**

AYES: Catalano, Fowler, Hofherr, Veremis, Saletnik

NAYES: None

ABSTAIN: None

**\*\*\*MOTION CARRIED UNANIMOUSLY\*\***



**CITY OF DES PLAINES**

**ORDINANCE Z - 52 - 21**

**AN ORDINANCE AMENDING THE TEXT OF THE DES PLAINES ZONING ORDINANCE REGARDING BILLBOARDS (CASE# 21-042-TA-V).**

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

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

**WHEREAS**, Section 12-11-5 of the Zoning Ordinance establishes that electronic message board billboards may not be installed except through the conversion of existing static billboards; and

**WHEREAS**, Section 12-11-6 of the Zoning Ordinance establishes the number of billboards that are permitted to be erected and maintained in the City; and

**WHEREAS**, Section 12-11-6 of the Zoning Ordinance also provides that on parcels consisting of less than five acres located in commercial, manufacturing, and institutional districts of the City, the total square footage area of all signs must not exceed 600 square feet; and

**WHEREAS**, Image Des Plaines LLC ("**Petitioner**") has submitted an application to amend the Zoning Ordinance as follows: (i) amend Section 12-11-5 to allow electronic message board billboards to be erected without requiring the conversion from static billboards; (ii) amend Section 12-11-6 of the Zoning Ordinance to increase the number of billboard permits that may be issued by the City from 12 to 13 and to exclude billboard sign area from the calculation of maximum size area (collectively, "**Proposed Text Amendment**"); and

**WHEREAS**, a public hearing by the Planning and Zoning Board ("**PZB**") to consider the Proposed Text Amendment was duly advertised in the *Des Plaines Journal* on September 8, 2021, and held on September 28, 2021; and

**WHEREAS**, on September 28, 2021, the PZB voted 5-0 to recommend approval of the Proposed Text Amendment, which recommendation was forwarded in writing to the City Council on September 29, 2021; and

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

**WHEREAS**, the City Council has determined that it is in the best interest of the City to adopt the Proposed Text Amendment as set forth in this Ordinance;

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

{00122679.1}

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

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

**SECTION 3. SIGN STANDARDS BY TYPE.** Subsection 12-5-11.H, titled “Electronic Message Board Billboards,” of Section 5, titled “Sign Standards by Type,” of Chapter 11, titled "Signs," of the Zoning Ordinance is hereby amended to read as follows:

**“12-11-5: SIGN STANDARDS BY TYPE:**

\* \* \*

H. Electronic Message Board Billboard: **A new electronic message board billboard may be permitted subject to the standards and regulations for billboards generally and electronic message board billboards set forth in section 12-11-6 of this chapter.** The static billboard panels of a qualified billboard may be converted to electronic message board panels only pursuant to an electronic message board billboard permit issued by the City, and subject to the standards and regulations for electronic message board billboards set forth in section 12-11-6 of this chapter. For the purposes of this subsection, a qualified billboard must meet the following criteria:

\* \* \*

**SECTION 4. COMMERCIAL, MANUFACTURING AND INSTITUTIONAL DISTRICTS.** Subsection 12-6-11.B, titled “Commercial Manufacturing and Institutional Districts,” of Section 6, titled “Regulation By District Classification,” of Chapter 11, titled "Signs," of the Zoning Ordinance is hereby amended to read as follows:

**“12-11-6: REGULATION BY DISTRICT CLASSIFICATION:**

\* \* \*

B. Commercial, Manufacturing And Institutional Districts: It shall be unlawful for any person to construct or maintain a sign in any commercial district,

manufacturing district, or the I-1 Institutional District, except as follows. For the purposes of providing sign uniformity, a property may incorporate both wall and monument signs or wall and pole signs; however, the use of monument signs in conjunction with pole signs is prohibited.

Monument or pole signs containing electronic message boards shall be subject to the same standards as set forth in this subsection, except that only one electronic message board will be permitted per lot. In the event that a single business exists on multiple lots or in the case of a business park or retail center, only one electronic message board will be permitted overall.

Sign Type	Number, Height, And Other Limitations <sup>2</sup>
Billboards	Billboards shall be permitted only within the C-1, C-2, C-3, M-1, M-2 and I-1 districts and located within 660 feet of I-90 and I-294 toll roads.
	Structure must be in compliance with the Illinois department of transportation regulations and a valid current IDOT permit must be presented with the application for city permits.
	The city shall cause to be permitted no more than <del>12</del> <b>13</b> permits for outdoor advertising structures (billboards) under subsection 12-11-3C3, "Billboard Permits", of this chapter. <b><u>The 13th billboard permit may be issued by the City only in accordance with Ordinance Z-53-21.</u></b> <del>As of amendatory ordinance Z-24-05, all 12 permits have been allocated to permittees.</del>
	Total surface area of the signs shall not exceed 1,200 square feet per face and 2,400 total square feet for a double faced sign.
	Height of the sign shall not exceed 99 feet from the base of the pole to the top of the structure or 65 feet from the surface of the pavement of the lane closest to the structure, except as otherwise provided by a limited variation ordinance adopted by council.
	All billboards must meet the spacing requirements as required by the Illinois advertising control act.
	No portion of a billboard shall be allowed within 300 feet of a residential property line. This distance shall be measured at ground level from a line perpendicular to the closest part of the billboard to the residential property line.
* * *	

Electronic message board billboards	The electronic message board panel must not exceed the square footage of the static panel replaced by the electronic message board panel or 1,200 sq. ft., whichever is less.	
	The electronic message board panel must not exceed the square footage of the static panel replaced by the electronic message board panel or 1,200 sq. ft., whichever is less.	
	The electronic message board must be adequately screened from any residential zoning district.	
	The electronic message board panel may only face the I-90 or I-294 rights-of-way.	
	The applicant must submit an affidavit stating that all required permits or approvals from IDOT, the FAA, or any other government or regulatory agency or body with proper jurisdiction, have been obtained for the proposed electronic message board billboard.	
	The images and text displayed on the electronic message board may be changed no more frequently than once every 10 seconds or as established by Federal or State guidelines for digital signage along an interstate, whichever is greater. Each change must be completed in 1 second or less.	
	Sounds, animation, moving video, flashing, blinking, spinning, or any other appearance of movement are prohibited.	
	The sign must possess an ambient light sensor and utilize automatic dimming capabilities so that the maximum luminescence level is not more than 0.3 foot candle over ambient light levels measured as close to perpendicular to the sign face as possible and measured from the appropriate distance as set forth in the table below:	
	Sign Face Size	Distance From Which To Measure
	Under 300 sq. ft.	150'
	300 - 385 sq. ft.	200'
386 - 680 sq. ft.	250'	
681 - 1,200 sq. ft.	350'	

	<p>The applicant, with written permission from the landowner, must apply for and obtain the following permits from the City prior to performing any alterations to the existing billboard: 1) a building permit for the electronic message board panels and support structure; and 2) an electronic message board billboard sign permit. Plans prepared by a licensed structural engineer must be submitted with the permit application.</p>
	<p>City sponsored messages must be made available for display on the electronic message board on a regular rotation, as determined by agreement between the City and the applicant. City sponsored messages include without limitation Amber Alerts, FBI wanted messages, weather alerts, and messages promoting City sponsored events. The City sponsored messages will be displayed at no cost to the City.</p>

Notes:

1. In the case where there are multiple uses in a single structure (i.e., commercial strip shopping center) 1 wall sign is permitted for each business, however the aggregate total square footage of all signs shall not exceed the limits set forth in this section.
2. On parcels less than 5 acres, the total square footage area of all signs shall not exceed 600 square feet, **not including area for static or electronic message board billboards.**

**SECTION 5. SEVERABILITY.** If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

**SECTION 6. EFFECTIVE DATE.** This Ordinance shall be in full force and effect only upon the occurrence of all of the following:

- A. its passage, approval, and publication in pamphlet form according to law;
- B. submission of an application by the Petitioner for a billboard permit to install and maintain a second billboard on the property commonly known as 2805-2845 Mannheim Road in the City (“***Subject Property***”), in accordance with the location and dimensions approved by Ordinance No. Z-53-21; and

C. approval by the City of a building permit and corresponding subdivision and zoning relief to allow for the construction of the commercial development approved by Ord. Z-53-21.

In the event that the conditions set forth in this Section 6 have not been satisfied within one year of the date of approval of this Ordinance, this Ordinance shall be of no further force and effect and shall be considered repealed with no further action of the City Council required.

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

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

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

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

ATTEST:

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

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

Approved as to form:

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

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

DP-Ordinance Amending Zoning Code Text Amendment September 2021 Number of Billboards

**CITY OF DES PLAINES**

**ORDINANCE Z - 53 - 21**

**AN ORDINANCE APPROVING A MAJOR VARIATION FROM SECTION 12-11-6.B OF THE CITY OF DES PLAINES ZONING ORDINANCE AT 2805-2845 MANNHEIM ROAD (CASE #21-042-TA-V).**

**WHEREAS**, Prominence Des Plaines, LLC ("**Owner**") is the owner of the property commonly known as 2805-2845 Mannheim Road, 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**, in conjunction with the development of the Subject Property pursuant to Ordinance No. Z-51-21 ("**Proposed Commercial Development**"), Image Des Plaines LLC ("**Petitioner**") desires to construct a new billboard on the Subject Property 127 feet from a residentially zoned parcel ("**Proposed Billboard**"); and

**WHEREAS**, pursuant to Section 12-11-6.B of the Zoning Ordinance, billboards in the C-3 District must be located a minimum distance of 300 feet from any residentially zoned property; and

**WHEREAS**, the Petitioner, with the consent of the Owner, submitted an application to the City for a major variation from Section 12-11-6.B of the Zoning Ordinance to decrease the required distance from residentially zoned properties for the Proposed Billboard from 300 feet to 127 feet ("**Variation**"); and

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

**WHEREAS**, within 90 days after the date of Petitioner's application, a public hearing was held by the PZB on September 28, 2021, pursuant to publication of notice in the *Des Plaines Journal* on September 8, 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 testimony and received evidence with respect to the Petitioner's application for the Variation; and

**WHEREAS**, on September 29, 2021, the PZB filed a written report with the City Council summarizing the testimony received by the PZB and stating that the PZB's motion to recommend approval of the Variation passed by a vote of 5-0; and



**WHEREAS**, the Petitioner made representations to the PZB with respect to the requested Variation, which representations are hereby found by the City Council to be material and upon which the City Council relies in granting the Variation subject to certain terms and conditions; and

**WHEREAS**, the City Council has studied the written report of the PZB, the applicable standards set forth in the Zoning Ordinance, and the Staff Memorandum dated October 5, 2021, including its exhibits, which form part of the basis for this Ordinance;

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

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

**SECTION 2. LEGAL DESCRIPTION OF SUBJECT PROPERTY.** The Subject Property is legally described on *Exhibit A*, attached to and, by this reference, made a part of this Ordinance.

**SECTION 3. VARIATION.** The City Council finds that the Variation satisfies the standards set forth in Section 12-3-6.H of the Zoning Ordinance and, pursuant to the City's home rule powers, finds that the Variation is otherwise necessary and appropriate. Subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 4 of this Ordinance, the City Council hereby grants the Variation for the Subject Property to the Petitioner.

**SECTION 4. CONDITIONS.** The Variation granted in Section 3 of this Ordinance shall be, and is expressly subject to and contingent upon the conditions, restrictions, and limitations set forth in this Section 4.

- A. **Compliance with Plans.** The development, use, and maintenance of the Proposed Billboard on the Subject Property shall be in strict compliance with the following plans, except for minor changes and site work approved by the Director of the

Department of Community and Economic Development in accordance with applicable City codes, ordinances, and standards:

1. The Plat of Survey/Location of Proposed Billboard, prepared by Zarko Sekeres & Associates, Inc., consisting of one sheet, and dated February 6, 2018, with a final revision date of August 3, 2021, a copy of which is attached to and, by this reference, made a part of this Ordinance as ***Exhibit B***;
2. The Distance Exhibit, prepared by City staff, consisting of one sheet, a copy of which is attached to and, by this reference, made a part of this Ordinance as ***Exhibit C***; and
3. The Elevation Drawing, prepared by GRC Engineering, Inc., consisting of one sheet, a copy of which is attached to and, by this reference, made a part of this Ordinance as ***Exhibit D***.

B. Additional Conditions. The development, use, and maintenance of the Proposed Billboard on the Subject Property shall be subject to and contingent upon compliance with the additional conditions as follows:

1. Height. The elevation drawing must be revised so the Proposed Billboard structure will not exceed 99 feet in height.
2. External Agency Approvals. All required Illinois Department of Transportation (IDOT) and Federal Aviation Administration (FAA) approvals are obtained and submitted with the billboard sign permit application.

**SECTION 5. EFFECT.** This Ordinance authorizes the use and development of the Subject Property in accordance with the terms and conditions of this Ordinance and shall prevail against other ordinances of the City to the extent that any might conflict. The terms and conditions of this Ordinance shall be binding upon Petitioner, the Owner, and their respective grantees, assigns and successors in interest to the Subject Property.

**SECTION 6. LIMITATIONS.** The Variation shall be valid for not more than 12 months prior to the issuance of a building permit and the commencement of construction in accordance with the terms and conditions of this Ordinance. The Zoning Administrator may extend the

Variation if the Petitioner requests an extension in accordance with Section 12-3-6.L of the Zoning Ordinance.

**SECTION 7. EFFECTIVE DATE.** This Ordinance shall be in full force and effect only upon the occurrence of all of the following:

- A. Its passage, approval, and publication in pamphlet form according to law;
- B. Execution of a true and correct copy of this Ordinance by Petitioner of the Subject Property or such other party in interest consenting to and agreeing to be bound by the terms and conditions contained within this Ordinance; and
- C. The commencement of construction of the Proposed Commercial Development. In the event that the conditions set forth in this Section 7 have not been satisfied within one year of the date of approval of this Ordinance, this Ordinance shall be of no further force and effect and shall be considered repealed with no further action of the City Council required.

**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 \_\_\_\_\_

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

ATTEST:

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

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

Approved as to form:

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

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

I, \_\_\_\_\_, being the owner or other party in interest of the property legally described within this Ordinance, having read a copy of the Ordinance, do hereby accept, concur and agree to develop and use the Subject Property in accordance with the terms of this Ordinance.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

DP-Ordinance Approving Major Variation for Minimum Distance Requirements of Billboard at 2805-2845 Mannheim Road

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF THE SUBJECT PROPERTY**

**PARCEL 1:**

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF THE RIGHT OF WAY OF THE MINNEAPOLIS, ST. PAUL AND SAULT STREET MARIE RAILROAD, NOW THE WISCONSIN CENTRAL LTD. RAILROAD, SAID WESTERLY RIGHT OF WAY LINE ALSO BEING THE EASTERLY LINE OF A STREET KNOWN AS ORCHARD PLACE AND THE SOUTH LINE OF PRATT AVENUE, SAID SOUTH LINE BEING 33.0 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST ¼ OF SAID SECTION 33; THENCE SOUTHERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID RAILROAD, A DISTANCE OF 263.65 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED HEREIN; THENCE CONTINUING SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 303.40 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THE ILLINOIS TOLL HIGHWAY COMMISSION EASEMENT RIGHT OF WAY GRANTED BY DOCUMENT 17087956; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 114.0 FEET; THE EASTERLY ALONG A LINE DRAWN AT RIGHT ANGLES TO THE CENTERLINE OF SAID RAILROAD COMPANY'S MAIN TRACK FOR A DISTANCE OF 32.52 FEET TO A POINT ON A LINE, WHICH IS 26.50 FEET WESTERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID MAIN TRACK; THENCE NORTHERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 386.14 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 110.95 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF THE RIGHT OF WAY OF THE MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILROAD, NOW THE SOO LINE RAILROAD COMPANY, SAID WESTERLY RIGHT OF WAY LINE ALSO BEING THE EASTERLY LINE OF A STREET KNOWN AS ORCHARD PLACE AND THE SOUTH LINE OF PRATT AVENUE, SAID SOUTH LINE BEING 33.0 FEET SOUTH OF AND PARALLE WITH THE NORTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 33; THENCE SOUTHERLY ALONG THE WESTERLY RIGHT OW WAY OF SAID RAILROAD COMPANY, A DISTANCE OF 263.65 FEET; THENCE EASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 111.0 FEET TO A POINT 26.50 FEET WESTERLY OF THE CENTERLINE OF SAID RAILROAD COMPANY MAIN TRACK; THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE PARALLEL WITH THE CENTERLINE OF SAID MAIN TRACK, A DISTANCE OF 238.68 FEET TO THE SOUTH LINE OF SAID PRATT AVENUE; THENCE WEST ALONG THE SOUTH LINE OF SAID PRATT AVENUE, A DISTANCE OF 113.77 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 1, 2, 3, 4, 5, 6, 7, 8 AND 9 IN RESUBDIVISION OF BLOCK 1 AND VACATED ALLEYS AND LOTS 15 TO 26, BOTH INCLUSIVE AND VACATED ALLEYS IN BLOCK 2 OF BOESCH'S ADDITION TO ORCHARD PLACE, A SUBDIVISION OF THE NORTH 703.6 FEET OF THAT PORTION OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT OF WAY AND GROUNDS OF THE WISCONSIN CENTRAL RAILROAD, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED OCTOBER 21, 1925 AS DOCUMENT NUMBER 9073142, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOT 1 AND THAT PART OF LOTS 2 TO 6, INCLUSIVE IN BLOCK 2 IN BOESCH'S ADDITION TO ORCHARD PLACE IN THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE NORTHWEST CORNER OF LOT 2 AFORESAID; THENCE SOUTHEASTERLY TO THE SOUTHEAST CORNER OF LOT 6 AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF WEST RAILROAD AVENUE; TOGETHER WITH PART OF ALGER STREET; TOGETHER WITH PART OF A NORTHWESTERLY/SOUTHEASTERLY ALLEY IN THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF PRATT AVENUE, WITH THE WEST LINE OF WEST RAILROAD AVENUE; THENCE SOUTH 14 DEGREES, 56 MINUTES, 44 SECONDS EAST ALONG THE WESTERLY LINE OF RAILROAD AVENUE, A DISTANCE OF 242.54 FEET TO THE NORTHERLY LINE OF ALGER STREET; THENCE SOUTH 74 DEGREES, 59 MINUTES, 25 SECONDS WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 140.32 FEET TO A BEND THEREIN; THENCE SOUTH 87 DEGREES, 45 MINUTES, 00 SECONDS WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 84.91 FEET TO THE EASTERLY TERMINUS OF THAT PART OF ALGER STREET PREVIOUSLY VACATED PER DOCUMENT 16941936; THENCE SOUTH 59 DEGREES, 37 MINUTES, 16 SECONDS EAST ALONG SAID EASTERLY TERMINUS, A DISTANCE OF 116.84 FEET; THENCE SOUTH 47 DEGREES, 42 MINUTES, 55 SECONDS EAST, A DISTANCE OF 29.56 FEET TO THE EASTERLY LINE OF A NORTHWESTERLY/SOUTHEASTERLY ALLEY; THENCE NORTH 14 DEGREES, 56 MINUTES, 44 SECONDS WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 25.0 FEET TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF ALGER STREET; THENCE NORTH 75 DEGREES, 03 MINUTES, 16 SECONDS EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 125.0 FEET TO THE WEST LINE OF WEST RAILROAD AVENUE; THENCE SOUTH 14 DEGREES, 56 MINUTES, 44 SECONDS EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 149.89 FEET TO THE NORTHERLY TERMINUS OF THAT PART OF WEST RAILROAD AVENUE PREVIOUSLY VACATED BY DOCUMENT 16941936; THENCE SOUTH 70 DEGREES, 23 MINUTES, 45 SECONDS EAST ALONG SAID NORTHERLY TERMINUS, A DISTANCE OF 72.85 FEET TO THE EASTERLY LINE OF WEST RAILROAD AVENUE; THENCE NORTH 14 DEGREES, 56 MINUTES, 44 SECONDS WEST ALONG SAID EASTERLY LINE, A

DISTANCE OF 484.66 FEET TO THE SOUTH LINE OF PRATT AVENUE; THENCE SOUTH 87 DEGREES, 45 MINUTES, 00 SECOND WEST, A DISTANCE OF 61.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

OUTLOT A:

PART OF LOTS 6, AND 9 AND A PART OF VACATED ALGER STREET IN RESUBDIVISION OF BLOCK 1 AND VACATED ALLEYS AND LOTS 15 TO 26, BOTH INCLUSIVE, AND VACATED ALLEYS IN BLOCK 2 OF BOESCH'S ADDITION TO ORCHARD PLACE, A SUBDIVISION OF THE NORTH 703.6 FEET OF THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT-OF-WAY AND GROUNDS OF THE WISCONSIN CENTRAL RAILROAD, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED OCTOBER 21, 1925, AS DOCUMENT NUMBER 9073142, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 9, SAID CORNER ALSO BEING THE INTERSECTION OF THE NORTHERLY LINE OF VACATED ALGER STREET WITH THE EAST LINE OF MANNHEIM ROAD; THENCE NORTH, ALONG THE WEST LINE OF SAID LOTS 9 AND 6 (ALSO THE EAST LINE OF SAID MANNHEIM ROAD) A DISTANCE OF 60.00 FEET; THENCE EAST, PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 58.65 FEET; THENCE SOUTH, PARALLEL WITH THE WEST LINE OF SAID LOTS 9 AND 6, A DISTANCE OF 96.69 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THE ILLINOIS TOLL HIGHWAY COMMISSION EASEMENT RIGHT-OF-WAY; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 68.00 FEET TO THE POINT OF BEGINNING.

OUTLOT B:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY SIGN EASEMENT AGREEMENT DATED DECEMBER 31, 2018 AND RECORDED JANUARY 8, 2019 AS DOCUMENT 1900822020 FROM PROMINENCE DES PLAINES, LLC TO IMAGE MEDIA ADVERTISING INCORPORATED FOR THE PURPOSE OF THE CONSTRUCTION, MAINTENANCE, REPAIR, DISMANTLING, REPLACEMENT, ALTERATION, IMPROVEMENT, OPERATION, ILLUMINATION AND USE OF AN OUTDOOR ADVERTISING SIGN STRUCTURE OVER THE FOLLOWING DESCRIBED LAND: THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF THE RIGHT-OF-WAY OF THE MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILROAD, NOW THE WISCONSIN CENTRAL LTD. RAILROAD (SAID WESTERLY RIGHT-OF-WAY LINE ALSO BEING THE EASTERLY LINE OF A STREET KNOWN AS ORCHARD PLACE) AND THE SOUTH LINE OF PRATT AVENUE, SAID SOUTH LINE BEING 33.0 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 33; THENCE SOUTHERLY, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID RAILROAD 484.66 FEET TO THE PLACE OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED HEREIN; THENCE CONTINUING SOUTHERLY, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 82.39 FEET TO A POINT ON THE NORTHEASTERLY LINE ON THE ILLINOIS TOLL



HIGHWAY COMMISSION EASEMENT RIGHT-OF-WAY GRANTED BY DOCUMENT 17087956; THENCE SOUTHEASTERLY, ALONG SAID NORTHEASTERLY LINE 114.06 FEET TO A POINT ON A LINE WHICH IS 59.02 FEET WESTERLY OF AND PARALLEL WITH THE CENTER LINE OF SAID MAIN TRACK; THENCE EASTERLY, ALONG A LINE DRAWN AT RIGHT ANGLES TO THE CENTER LINE OF SAID RAILROAD COMPANY'S MAIN TRACK, FOR A DISTANCE OF 32.52 FEET TO A POINT ON A LINE WHICH IS 26.50 FEET WESTERLY OF AND PARALLEL WITH THE CENTER LINE OF SAID MAIN TRACK; THENCE NORTHERLY, ALONG SAID PARALLEL LINE, 55.00 FEET; THENCE NORTHWESTERLY A DISTANCE OF 157.80 FEET MORE OR LESS TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PINs: 09-33-300-001-0000; 09-33-300-002-0000; 09-33-300-003-0000;  
09-33-300-004-0000; 09-33-300-005-0000; 09-33-300-006-0000;  
09-33-300-007-0000; 09-33-300-008-0000; 09-33-300-009-0000;  
09-33-301-008-0000; 09-33-301-014-0000; 09-33-301-015-0000

Commonly known as 2805-2845 Mannheim Road, Des Plaines, Illinois.

**PROPERTY DESCRIPTION**

LOTS 1, 2 AND 9 IN THE RESUBDIVISION OF BLOCK 1 AND VACATED ALLEYS AND LOTS 10 TO 26, INCLUSIVE, AND VACATED ALLEY IN BLOCK 2 OF BOESCH'S ADDITION TO ORCHARD PLACE, A SUBDIVISION OF THE NORTH 702.6 FEET OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 55, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT-OF-WAY AND GROUNDS OF THE MISSISSIPPI CENTRAL RAILROAD, IN COOK COUNTY, ILLINOIS, ALSO.

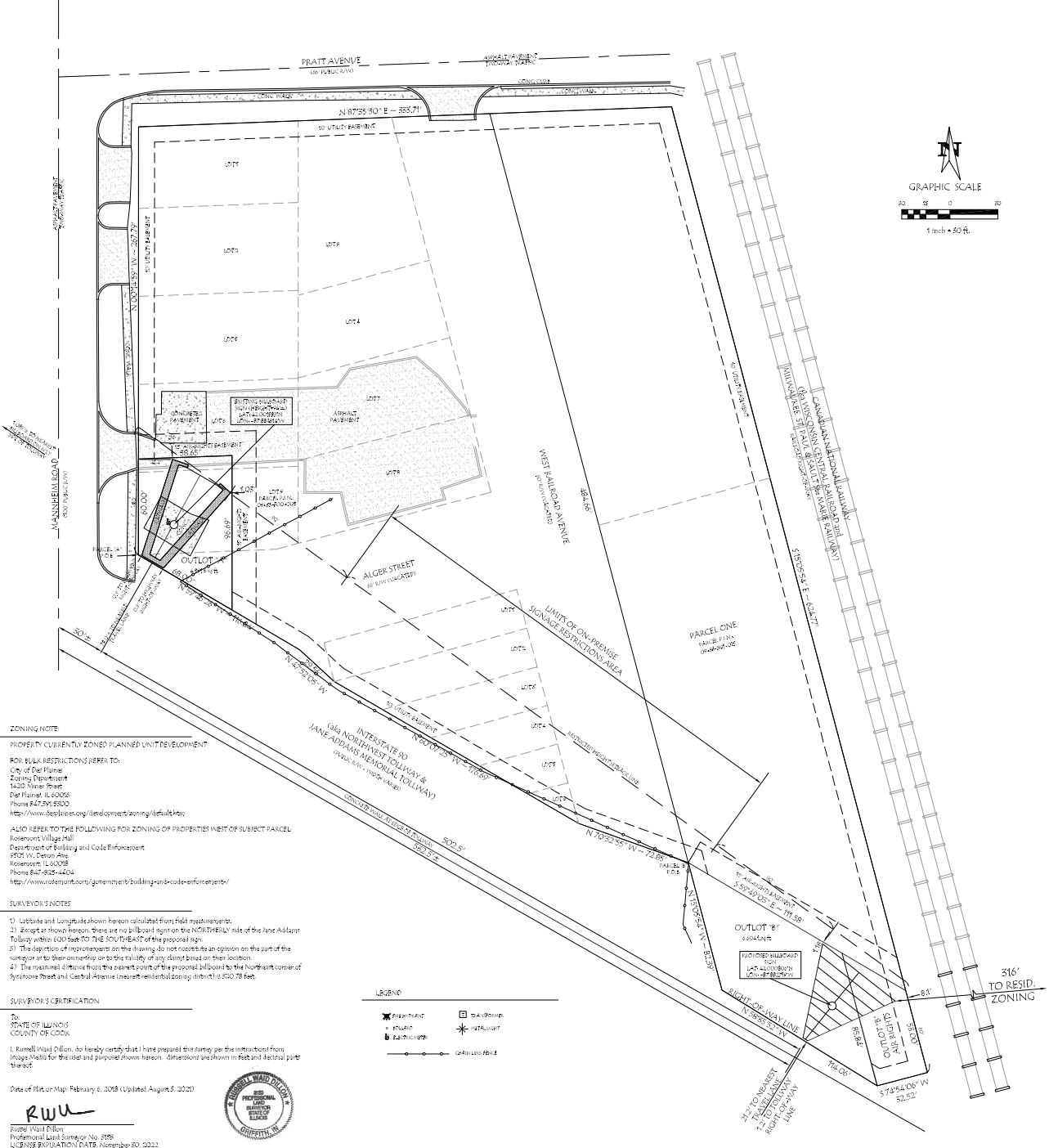
THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 55, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF THE RIGHT-OF-WAY OF THE MISSISSIPPI ST. PAUL AND SAULT STE. MARIE RAILROAD, NORTHWEST CORNER OF SAID RAILROAD, SAID WESTERLY RIGHT-OF-WAY LINE ALSO BEING THE EASTERLY LINE OF A STREET KNOWN AS ORCHARD PLACE AND THE SOUTH LINE OF PRATT AVENUE, SAID SOUTH LINE BEING 250 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER, THENCE SOUTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID RAILROAD 250 FEET TO THE PLACE OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED HEREIN, THENCE CONTINUING SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 205.40 FEET TO A POINT ON THE NORTHEASTERLY LINE ON THE ILLINOIS TOLL HIGHWAY COMMISSION EASEMENT RIGHT-OF-WAY GRANTED BY DOCUMENT 107896, THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE 50 FEET THENCE EASTERLY ALONG A LINE DRAWN AT RIGHT ANGLES TO THE CENTER LINE OF SAID RAILROAD COMPANY'S MAIN TRACK, FOR A DISTANCE OF 100 FEET TO A POINT ON A LINE WHICH IS 20 FEET WESTERLY OF AND PARALLEL WITH THE CENTER LINE OF SAID MAIN TRACK, THENCE NORTHERLY ALONG SAID PARALLEL LINE, 288.22 FEET TO THE SOUTH LINE OF PRATT AVENUE, AFORESAID, THENCE WESTERLY ALONG SAID SOUTH LINE 152.77 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, ALSO.

THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 55, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF THE RIGHT-OF-WAY OF THE MISSISSIPPI ST. PAUL AND SAULT STE. MARIE RAILROAD, NORTHWEST CORNER OF SAID RAILROAD, SAID WESTERLY RIGHT-OF-WAY LINE ALSO BEING THE EASTERLY LINE OF A STREET KNOWN AS ORCHARD PLACE AND THE SOUTH LINE OF PRATT AVENUE, SAID SOUTH LINE BEING 250 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 55, THENCE SOUTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID RAILROAD 250 FEET THENCE EASTERLY ALONG A LINE DRAWN AT RIGHT ANGLES TO THE CENTER LINE OF SAID RAILROAD COMPANY'S MAIN TRACK, FOR A DISTANCE OF 100 FEET TO A POINT ON A LINE WHICH IS 20 FEET WESTERLY OF AND PARALLEL WITH THE CENTER LINE OF SAID MAIN TRACK, THENCE NORTHERLY ALONG SAID PARALLEL LINE, 288.22 FEET TO THE SOUTH LINE OF PRATT AVENUE, AFORESAID, THENCE WESTERLY ALONG SAID SOUTH LINE 152.77 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, ALSO.

LOTS 4, 5, 6, 7, 8 AND 9 IN RESUBDIVISION OF BLOCK 1 AND VACATED ALLEYS AND LOTS 10 TO 26, BOTH INCLUSIVE, AND VACATED ALLEY IN BLOCK 2 OF BOESCH'S ADDITION TO ORCHARD PLACE, A SUBDIVISION OF THE NORTH 702.6 FEET OF THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 55, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT-OF-WAY AND GROUNDS OF THE MISSISSIPPI CENTRAL RAILROAD, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAN OF SAID RESUBDIVISION RECORDED OCTOBER 21, 1924, AS DOCUMENT NUMBER 107896, ALSO.

LOT 1 AND THAT PART OF LOTS 2 TO 6, INCLUSIVE, IN BLOCK 2 OF BOESCH'S ADDITION TO ORCHARD PLACE IN THE SOUTHWEST QUARTER OF SECTION 55, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT-OF-WAY LINE BEGINNING AT THE NORTHWEST CORNER OF LOT 1, AFORESAID, THENCE SOUTHEASTERLY TO THE SOUTHEAST CORNER OF LOT 6, AFORESAID, ALL IN COOK COUNTY, ILLINOIS, ALSO.

THAT PART OF VACATED WEST RAILROAD AVENUE, PART OF VACATED ALGER STREET AND PART OF A VACATED NORTHWESTERLY AND SOUTHEASTERLY ALLEY IN THE SOUTHWEST QUARTER OF SECTION 55, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF PRATT AVENUE WITH THE WEST LINE OF WEST RAILROAD AVENUE, THENCE SOUTH 14° 16' 42" EAST ALONG THE WESTERLY LINE OF RAILROAD AVENUE, 225.54 FEET TO THE NORTHERLY LINE OF ALGER STREET, THENCE SOUTH 74° 07' 30" WEST ALONG SAID NORTHERLY LINE, 140.32 FEET TO A BEND THEREIN, THENCE SOUTH 87° 48' 00" WEST ALONG SAID NORTHERLY LINE, 84.11 FEET TO THE BATTERY TERMINUS OF THAT PART OF ALGER STREET PREVIOUSLY VACATED BY DOCUMENT NUMBER 107896, THENCE SOUTH 47° 30' 00" EAST ALONG SAID BATTERY TERMINUS, 76.84 FEET THENCE SOUTH 49° 42' 00" EAST TO THE BATTERY LINE OF A NORTHWESTERLY AND SOUTHEASTERLY ALLEY, THENCE NORTH 44° 59' 42" WEST ALONG SAID BATTERY LINE, 25.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF ALGER STREET, THENCE NORTH 79° 02' 00" EAST ALONG SAID NORTHERLY LINE, 125.00 FEET TO THE WEST LINE OF WEST RAILROAD AVENUE, THENCE SOUTH 14° 16' 42" EAST ALONG SAID WESTERLY LINE, 149.89 FEET TO THE NORTHERLY TERMINUS OF THAT PART OF WEST RAILROAD AVENUE PREVIOUSLY VACATED BY DOCUMENT NUMBER 107896, THENCE SOUTH 74° 07' 30" EAST ALONG SAID NORTHERLY TERMINUS, 205 FEET TO THE EASTERLY LINE OF WEST RAILROAD AVENUE, THENCE NORTH 14° 50' 44" WEST ALONG SAID EASTERLY LINE, 48.66 FEET TO THE SOUTH LINE OF PRATT AVENUE, THENCE SOUTH 87° 48' 00" WEST 65.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.



**ZONING NOTE**  
 PROPERTY CURRENTLY ZONED PLANNED UNIT DEVELOPMENT  
 FOR BY-LAW RESTRICTIONS REFER TO:  
 City of Plaines  
 Zoning Department  
 1420 River Street  
 Plaines, IL 60556  
 Phone 847.591.8500  
<http://www.plainesnet.org/development/zoning/default.htm>

ALSO REFER TO THE FOLLOWING FOR ZONING OF PROPERTIES WEST OF SUBJECT PARCEL:  
 Rosemont Village Hill  
 Department of Building and Code Enforcement  
 3921 N. Devon Ave  
 Rosemont, IL 60018  
 Phone 847.925-4404  
<http://www.rosemont.org/government/building-and-code-enforcement/>

**SURVEYOR'S NOTES**  
 1) Lot areas and Longitudes shown hereon calculated from field measurements.  
 2) Right-of-way shown hereon, there are no physical signs on the MISSISSIPPI side of the Jane Addams Tollway which allow users to the south side of the proposed sign.  
 3) The depiction of improvements on this drawing do not constitute an opinion on the part of the surveyor as to their ownership or to the validity of any claim based on their location.  
 4) The measured distance from the corner point of the proposed subdivision to the Northeast corner of Syracuse Street and Central Avenue (nearest residential zoning district) is 330.78 feet.

**SURVEYOR'S CERTIFICATION**  
 I, Russell Ward Dillon, do hereby certify that I have prepared this survey per the instructions from those who have the use and purpose shown hereon, dimensions are shown in feet and decimal parts thereof.

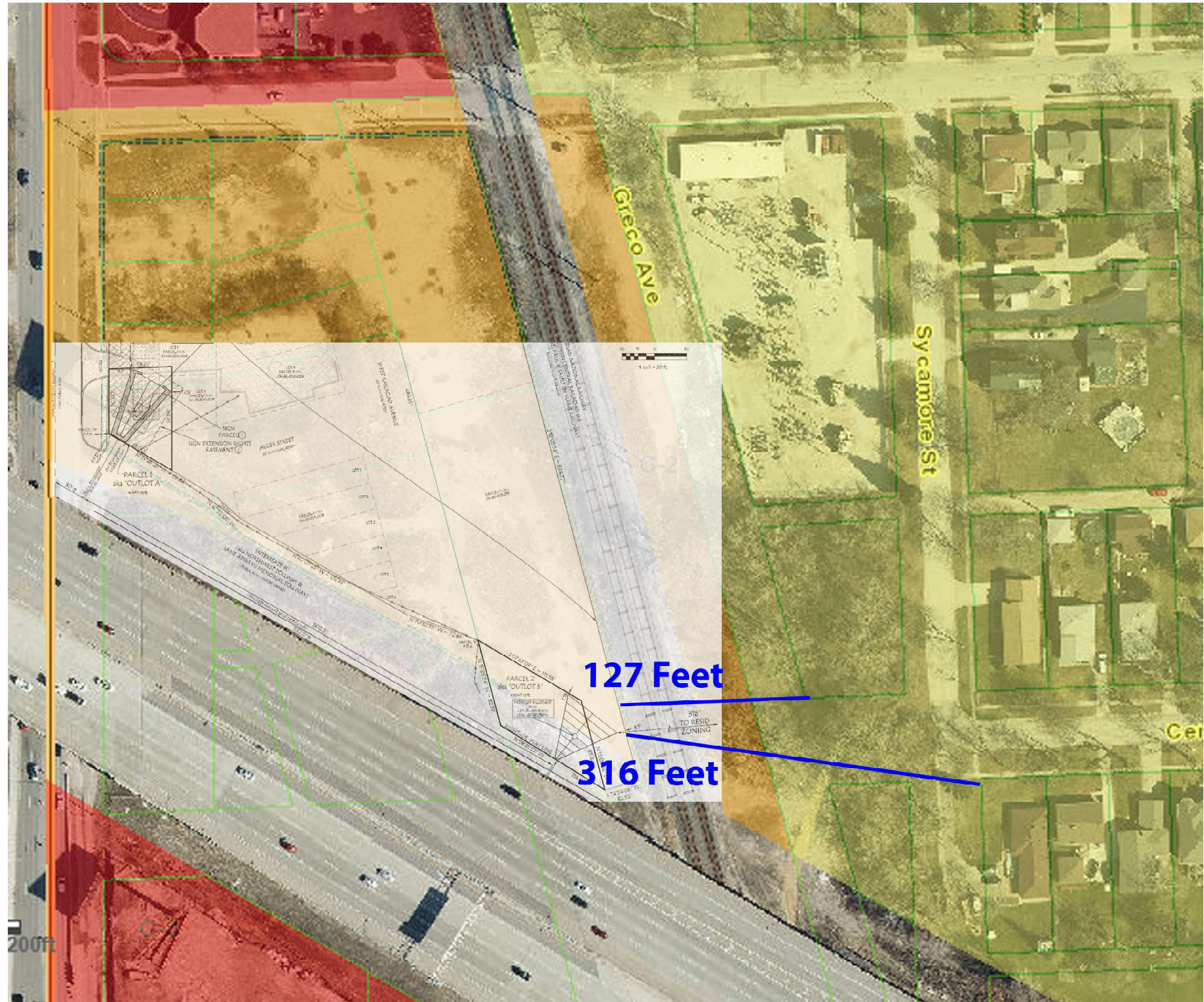
Date of Plot on Map: February 6, 2025 (Updated August 6, 2025)  
  
 Russell Ward Dillon  
 Professional Land Surveyor No. 0995  
 LICENSE EXPIRATION DATE: November 20, 2022

**SHEET 1 OF 1**  
 Image Media  
 5101 Darmstadt Road, Suite A  
 Hillside, Illinois

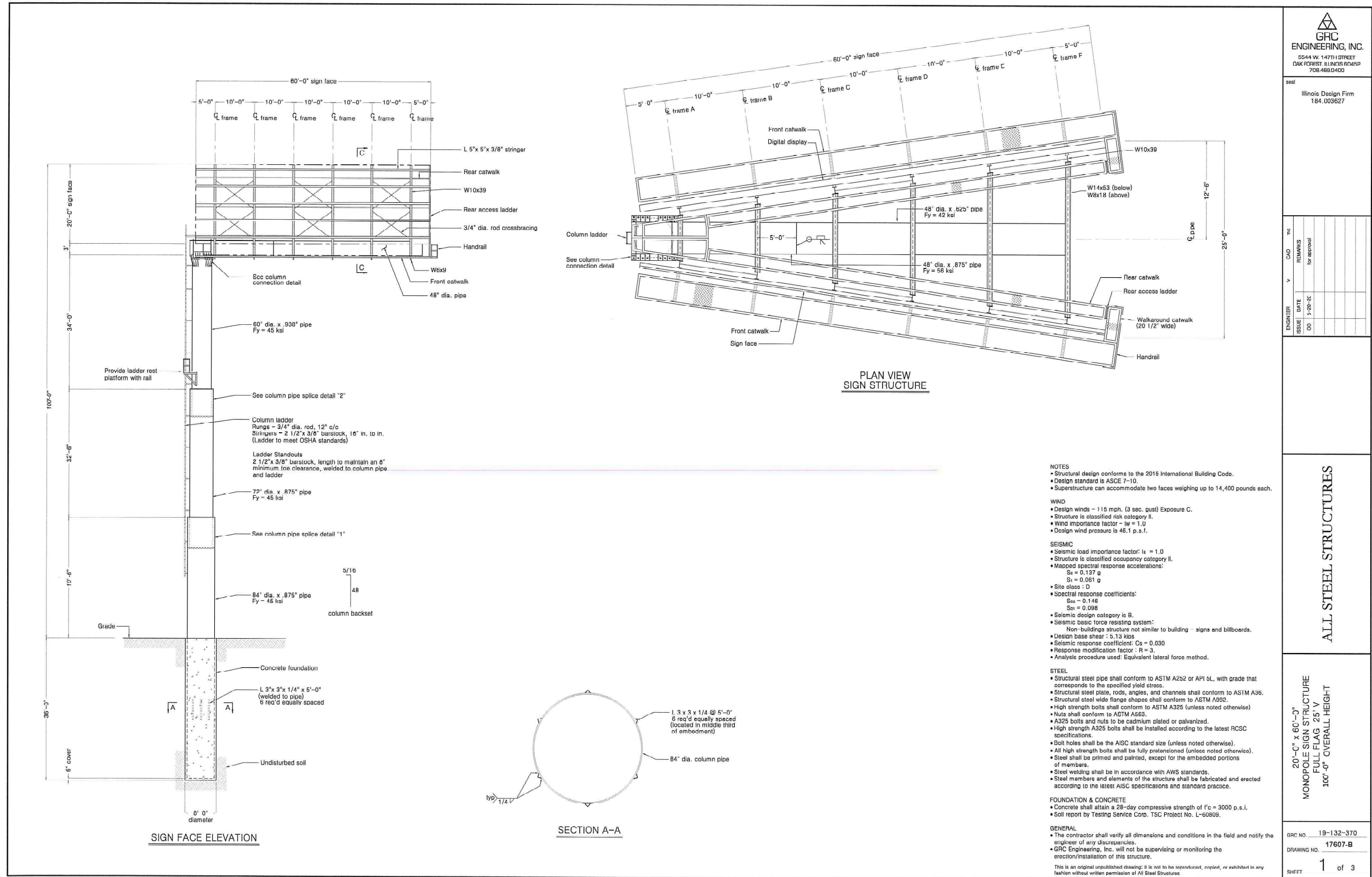
**PLAN OF SURVEY**  
 2811 Mannheim Road  
 DES PLAINES, ILLINOIS

**ZARKO SEKEREZ & ASSOCIATES, Inc.**  
 SURVEYING & LAND PLANNING  
 116 WEST CLARK STREET  
 CROWN POINT, INDIANA 46307  
 Phone: 317-226-1313  
 Fax: 317-226-9508  
 Web: www.sekerez.com

**DRAWN BY:** PS  
**CHECKED BY:** RL  
**DATE:** February 6, 2025  
**UPDATE:** August 6, 2025  
**JOB No.:** 10770







Illinois Design Firm  
 184.003627

ENGINEER	DATE	REVISIONS
00	5-28-20	for approval

**ALL STEEL STRUCTURES**

20'-0" x 60'-0" MONOPOLE SIGN STRUCTURE  
 FULL FLAG 25' V  
 100'-0" OVERALL HEIGHT

GRC NO. 19-132-370  
 DRAWING NO. 17607-B  
 SHEET 1 of 3

- NOTES**
- Structural design conforms to the 2015 International Building Code.
  - Design standard is ASCE 7-10.
  - Superstructure can accommodate two faces weighing up to 14,400 pounds each.
- WIND**
- Design winds - 115 mph. (3 sec. gust) Exposure C.
  - Structure is classified risk category II.
  - Wind importance factor -  $I_w = 1.0$
  - Design wind pressure is 46.1 p.s.f.
- SEISMIC**
- Seismic load importance factor:  $I_s = 1.0$
  - Structure is classified occupancy category II.
  - Mapped spectral response accelerations:
    - $S_s = 0.137 g$
    - $S_1 = 0.061 g$
  - Site class: D
  - Spectral response coefficients:
    - $S_{s1} = 0.146$
    - $S_{s2} = 0.098$
  - Seismic design category is B.
  - Seismic base force resisting system:
    - Non-building structure not similar to building - signs and billboards.
  - Design base shear: 5.13 kips
  - Seismic response coefficient:  $C_s = 0.030$
  - Response modification factor:  $R = 3$ .
  - Analysis procedure used: Equivalent lateral force method.
- STEEL**
- Structural steel pipe shall conform to ASTM A252 or API 5L, with grade that corresponds to the specified yield stress.
  - Structural steel plate, rods, angles, and channels shall conform to ASTM A36.
  - Structural steel wide flange shapes shall conform to ASTM A992.
  - High strength bolts shall conform to ASTM A325 (unless noted otherwise)
  - Nuts shall conform to ASTM A353.
  - A325 bolts and nuts to be cadmium plated or galvanized.
  - High strength A325 bolts shall be installed according to the latest RCSC specifications.
  - Bolt holes shall be the AISC standard size (unless noted otherwise).
  - All high strength bolts shall be fully pretensioned (unless noted otherwise).
  - Steel shall be primed and painted, except for the embedded portions of members.
  - Steel welding shall be in accordance with AWS standards.
  - Steel members and elements of the structure shall be fabricated and erected according to the latest AISC specifications and standard practice.
- FOUNDATION & CONCRETE**
- Concrete shall attain a 28-day compressive strength of  $f'_c = 3000$  p.s.i.
  - Soil report by Testing Service Corp. TSC Project No. L-50809.
- GENERAL**
- The contractor shall verify all dimensions and conditions in the field and notify the engineer of any discrepancies.
  - GRC Engineering, Inc. will not be supervising or monitoring the erection/installation of this structure.
- This is an original unpublished drawing; it is not to be reproduced, copied, or exhibited in any fashion without written permission of All Steel Structures.


**COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT**

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

**MEMORANDUM**

**Date:** October 6, 2021

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

**From:** Jonathan Stytz, Planner JS  
John Carlisle, AICP, Director of Community & Economic Development JC

**Subject:** Consideration of Conditional Use Amendment for a Localized Alternative Sign Regulation (LASR) for River's Casino at 2980-3000 S. River Road, Case #21-040-LASR CU (6<sup>th</sup> Ward)

**Issue:** The petitioner is requesting a Conditional Use Amendment for an existing LASR under Sections 12-3-4 and 12-11-8 of the Zoning Ordinance to allow for an increase in signage on the casino property.

**Address:** 2980-3000 S. River Road

**Owner:** Gregory A. Carlin, Midwest Gaming & Entertainment, LLC, 900 N. Michigan Avenue, Suite 1600, Chicago, IL 60611

**Petitioner:** Michael Tobin, Midwest Gaming & Entertainment, LLC, 900 N. Michigan Avenue, Suite 1600, Chicago, IL 60611

**Case Number:** 21-040-LASR CU

**PINs:** 09-34-300-032; -045; -046; & -047

**Ward:** #6, Alderman Malcolm Chester

**Existing Zoning:** C-6, Casino District

**Existing Land Use:** Casino, Parking Garage, Office Building, and Surface Parking

**Surrounding Zoning:** North: C-2, Limited Office Commercial District  
South: D, Commercial (Village of Rosemont)  
East: P-1, Public Land District (Cook County)  
West: C-7, High Density Campus District

**Surrounding Land Use:** North: Multi-Unit Office Building (Commercial)  
South: Hotel / Restaurants (Commercial)

East: Recreation  
West: Multi-Unit Office Building (Commercial)

**Street Classification:** River Road and Devon Avenue are classified as minor arterials.

**Comprehensive Plan:** The Comprehensive Plan illustrates the site as commercial.

**Project Description:** The applicant, Michael Tobin on behalf of Midwest Gaming & Entertainment, has requested a Conditional Use Amendment for an existing LASR to allow for increased signage on the property located at 2980-3000 S. River Road. The existing property contains a 140,363-square-foot casino building, a four-story parking garage with a pedestrian bridge connecting from the second level of the garage to the casino building, and a two-story office building with a surface parking lot. A casino expansion is underway that will result in an approximately 225,000-square-foot building with an expanded number of gaming positions (from 1,200 to 2,000), as well as an enlarged parking structure (now 3,063 total parking spaces). The two-story expansion of the casino building has led to new gaming space, a small food and beverage outlet, and a more than 10,000-square-foot multipurpose event area, with associated back-of-house areas.

With all lots combined, the property encompasses 20.017 acres in land area. This request comes after the previous two Planned Unit Development Major Amendment requests to expand the existing parking garage (approved December 2, 2019 through Ordinance Z-33-19) and expand the existing casino building (approved March 15, 2021 through Ordinance Z-31-21) to accommodate necessary floor area and parking for the expansion. The most currently approved LASR was embedded into the approval of Ordinance Z-33-19. Pursuant to Section 12-11-8 of the Zoning Ordinance, Planned Unit Developments may establish a LASR plan via a conditional use for their property subject to review and approval from the Planning and Zoning Board pursuant to the procedures for conditional uses.

The existing building and site as a whole currently contain a variety of different building and freestanding signage ranging from directional to video signs with a total count of 95 signs, as shown in the Sign Plan Amendment (Attachment 6). However, the petitioner is requesting to add 20 new static signs, replace 15 existing static signs, add eight new LED signs, and replace one existing LED sign totaling 28 new signs altogether:

- **Static Signs:** The new static signs consist of identity, directional, and clearance bar signs proposed at and around vehicle/pedestrian entrances/access drives and bus stop/rideshare pickup/drop-off areas. The existing static signs to be replaced are directional signs to assist motorists and pedestrians in navigating the property.
- **LED Signs:** The new LED signs consist of identification signs positioned in high visible areas to attract motorists and pedestrians to the property. There is one new LED sign proposed for the east elevation facing the main entrance. However, the remainder of the new LED signs are located on the west elevation facing I-294. The existing LED sign at the northwest corner of the River Road/Devon Avenue intersection is the only LED sign being replaced as part of this request.

All proposed signage is shown below. The Project Narrative (Attachment 1) and Sign Plan Amendment (Attachment 6) provide additional information.

<b>Static Signs*</b>		
<b>Sign Type</b>	<b>Location</b>	<b>Area of Signage</b>
Window Vinyl	South Office Building Façade at 2980 River Rd	168 SF
Wall - Identity	Northeast Property Entrance	6 SF
Clearance Bars x 3	Northwest Property Entrance	5 SF each
Directional x 2 (Valet/Self-Park)	Near East Property Entrance (Overhead)	11 SF each
Wall - Identity	Near East Property Entrance	419 SF
Directional – Vehicle x 2	Near East Property Entrance (Wall Mounted)	97 SF
Wall – Parking Entrance	Parking Garage – North Entrance	53 SF
Wall – Valet Drop-off	East Casino Entrance (covered drop-off area)	11 SF (one-sided)
Wall – Bus/Valet Drop-off x 2	East Casino Entrance (covered drop-off area)	24 SF (two-sided)
Directional – Vehicle x 2	Southeast & Northeast Property Entrances	75 SF each
Directional – Pedestrian x 2	Northeast Property Entrance	29 SF each
Wall – Bus Drop-off x 2	East Casino Entrance (covered drop-off area)	10 SF each
Directional – Pedestrian x 2	Northwest Property / North Garage Entrances	29 SF each
Directional – Pedestrian	Far Northeast Access Drive Entrance	29 SF
	<b>TOTAL</b>	<b>1,125 SF</b>
<b>LED Signs*</b>		
<b>Sign Type</b>	<b>Location</b>	<b>Area of Signage</b>
LED Video Wall	West Building Façade (#6)	426 SF
LED Video Wall	West Building Façade (#8)	426 SF
LED Video Wall	West Building Façade (#73)	884 SF
LED Video Wall	East Building Façade (#74)	1,535 SF
LED Video Wall	West Building Façade (#75)	455 SF
LED Video Wall	West Building Façade (#17)	319 SF
LED Video Wall	West Building Façade (#15)	310 SF
LED Video Wall	West Building Façade (#16)	588 SF
	<b>TOTAL</b>	<b>4,943 SF</b>
<b>GRAND TOTAL</b>		<b>6,068 SF</b>

*\*Sign requests are proposed for the property at 3000 S. River Road unless otherwise noted. See Sign Plan Amendment for more information.*



## **Compliance with the Comprehensive Plan**

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

- Under Future Land Use Map:
  - The property is identified for commercial use. The casino complex will be able to increase visibility and take advantage of existing, well-traveled public roadways, such as I-294, with the approval of the amended LASR request.
- Under Economic Development:
  - The Comprehensive Plan recognizes the economic vitality of the subject property and its benefit to the surrounding area. The existing development of this site provides additional revenue, job opportunities, and services for the region as a whole and continues development trends already established in this area.

While the aforementioned bullet points are only a small portion of the Comprehensive Plan, there is a large emphasis on developing and enhancing our commercial corridors. This casino complex is adding additional services for the community and further enhancing the River Road corridor. The proposed signage will assist in the continued promotion of the existing development for residents and visitors while also potentially attracting new development proposals in the future.

## **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 September 28, 2021. An excerpt from the draft minutes is attached.

**Planning and Zoning Board Review:** The Planning and Zoning Board met on September 28, 2021 to consider a Conditional Use Amendment to the existing LASR to replace 15 existing static signs, replace one existing LED sign, add 20 new static signs, and add eight new LED signs on the existing casino site.

The petitioner and project team provided a detailed presentation regarding the proposed amendments to the existing sign package on site. The project team expressed that the sign package amendments are being requested to improve wayfinding and update branding for the casino, which is currently undergoing construction to expand the casino building and provide additional services for its patrons. One project member mentioned that the parking garage was recently expanded to accommodate the additional parking required by the casino building expansion and that the sign package amendments are the next step in the casino's phased plans. He provided a brief overview of the types of static signs—focused around wayfinding and circulation—and LED signs—focused around improved identification of the casino complex—that were slated to be replace or added on the subject property.

The Planning and Zoning Board Members expressed concerns regarding the existing LED sign facing the River Road/Devon Avenue intersection and asked if the LED sign replacement will meet the lighting requirements by code. The petitioner's project team responded that the LED sign replacement in this location will comply with all required IDOT and City of Des Plaines standards.

The Community and Economic Development Department summarized the staff report and recommended three conditions if the PZB sought approval of the request.

No members of the public spoke on this request. The Planning and Zoning Board *recommended* (5-0) that the City Council *approve* the requests with the three conditions in the staff report.

**Recommendations:** The PZB recommended (5-0) that the City Council approve the request without conditions. Similarly, staff recommends approval of the requests via Ordinance Z-54-21, which approves a conditional use with the following conditions:

1. A three-foot landscape bed in all directions be provided at the base of all freestanding signs, per the standards set forth in Section 12-11-4(G). This landscaping shall be comprised of low-lying evergreen shrubs, perennials, and annuals.
2. That structural design plans shall be provided for all signage at time of permit.
3. The applicant shall provide sight line analysis for vehicle-to-vehicle sightlines and vehicle-to-pedestrian/bicycle sightlines showing that the sign position does not intrude upon the AASHTO Green Book sight triangles for the freestanding signs proposed along the roadway driveways and site access drives. The location of the freestanding signs may have to be slightly adjusted at the time of building permit review to comply with AASHTO site triangle clearance.

**Attachments:**

- Attachment 1: Petitioner’s Project Narrative
- Attachment 2: Petitioner’s Standards for a Conditional Use
- Attachment 3: Location Map
- Attachment 4: Plat of Survey
- Attachment 5: Overall Site Plan
- Attachment 6: Site and Context Photos
- Attachment 8: Acting Chairman Saletnik Memo
- Attachment 9: Draft Excerpt of Minutes from the September 28, 2021 Planning and Zoning Board Meeting

**Ordinance Z-54-21**

- Exhibit A: Proposed Signs
- Exhibit B: Amended Sign Plan
- Exhibit C: Unconditional Agreement and Consent

**Rivers Casino  
Amendment to Localized Alternative Sign Regulation (LASR)  
Project Narrative**

The applicant is proposing several amendments to the existing Localized Alternative Sign Regulation (LASR) as first approved under Ordinance Z-6-10 and then approved under Ordinance Z-11-11, Ordinance Z-14-11, Ordinance Z-33-119 for modifications to the original LASR. The proposed amendments to the LASR as summarized below.

The effort to improve signage at the project property affect the following signage types:

- a. Static wayfinding / Identity signs
- b. LED signs (digital board)

These signs are located as freestanding units or mounted to the façade of buildings. In terms of general design approach, it does not deviate from previously approved amendments. The sought-after improvements for necessary signage elements are related to overall aesthetic improvements and brand congruence.

As such the statuses of all signage elements observed on property fall into 6 general categories:

1. Static - Existing Signs
2. Static - New Signs
3. Static - Existing Signs to be replaced
4. LED (digital board) - Existing
5. LED (digital board) - New Sign
6. LED (digital board) - Existing Signs to be replaced

### **1. Static - Existing Signs**

These signs are currently existing on property and do not anticipate change, adjustment or replacement. These static signage elements feature traditional manufacturing methods as follows:

- Painted aluminum sign frame, cabinet or channel letterforms
- Internally illuminated via LED light strips
- Illuminated acrylic letterforms, vinyl film
- Mechanical attachment to footer/foundation and building façade
- Vinyl film applied to vertical building façade or surfaces
- Painted graphic on ground surface (parking deck)

### **2. Static - New Signs**

These signs currently do not exist on property and are proposed for implementation to aid wayfinding as a result of the expansion effort at the property and overall aesthetic improvement effort for brand congruence. The new signs will be completely engineered by the sign fabricator and will feature new foundation/footer. All new proposed signs feature sign face square footage that are equal to or smaller than previous sign program's sign type equivalent.

**Rivers Casino  
Amendment to Localized Alternative Sign Regulation (LASR)  
Project Narrative**

These static signage elements feature traditional manufacturing methods as follows:

- Painted aluminum sign frame, cabinet or channel letterforms
- Internally illuminated via LED light strips
- Illuminated acrylic letterforms, vinyl film
- Cabinet edge glow for select sign types
- Mechanical attachment to footer/foundation and building façade

**3. Static – Existing Signs to be Replaced**

These signs are currently existing on property and are proposed for replacement/improvement to aid wayfinding as a result of the expansion effort at the property and overall aesthetic improvement effort for brand congruence. Whenever possible, the intention is to engineer the entire sign completely and re-utilize any existing foundation/footer to integrate new signs. All new proposed sign replacement/improvement feature sign face square footage that are equal to or smaller than previous sign program's sign type equivalent.

These static signage elements feature traditional manufacturing methods as follows:

- Painted aluminum sign frame, cabinet or channel letterforms
- Internally illuminated via LED light strips
- Illuminated acrylic letterforms, vinyl film
- Cabinet edge glow for select sign types
- Mechanical attachment to footer/foundation and building façade

**4. LED (digital board) - Existing Signs**

These signs are currently existing on property and do not anticipate change, adjustment or replacement. These LED signage elements feature typical industry implementation methods as follows:

- LUMENS/NIT Levels output, media cycles conform to standards set forth by IDOT and City of Des Plaines, IL
- Mechanical attachment to footer/foundation and building façade

**5. LED (digital board) - New Signs**

These signs currently do not exist on property and are proposed for implementation to aid wayfinding as a result of the expansion effort at the property and overall aesthetic improvement effort for brand congruence.

These LED signage elements feature typical industry implementation methods as follows:

- LUMENS/NIT Levels output, media cycles conform to standards set forth by IDOT and City of Des Plaines, IL
- Mechanical attachment to footer/foundation and building façade

**Rivers Casino  
Amendment to Localized Alternative Sign Regulation (LASR)  
Project Narrative**

**6. LED (digital board) - Existing Signs to be Replaced**

These signs are currently existing on property and are proposed for replacement/improvement to aid wayfinding as a result of the expansion effort at the property and overall aesthetic improvement effort for brand congruence. All new proposed sign replacement/improvement feature sign face square footage that are equal to or smaller than previous sign program's sign type equivalent.

These LED signage elements feature typical industry implementation methods as follows:

- LUMENS/NIT Levels output, media cycles conform to standards set forth by IDOT and City of Des Plaines, IL
- Mechanical attachment to footer/foundation and building façade

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

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

A Localized Alternative Sign Regulation (LASR) is a Conditional Use, as specified in Section 12-11-8 of the City of Des Plaines Zoning Ordinance in the C-6, Casino District.

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

The use of the site is commercial and located in the C-6, Casino District. The proposed amendment to the previously approved Localized Alternative Sign Regulations (LASR) will continue to help keep the site commercial and assist potential patrons to find this regional attraction.

- C. The proposed conditional use is designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity;

The existing Conditional Use for a Localized Alternative Sign Regulation (LASR) allows for multiple signs on the property. The proposed amendment to the previously approved LASR request includes:

1. Static – Existing Signs to remain
2. Static – New Signs
3. Static – Existing Signs to be replaced
4. LED (digital board) – Existing Signs to remain
5. LED (digital board) – New Signs
6. LED (digital board) – Existing Signs to be replaced

All new signage will be of the same quality as the existing signage.

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

Based on the relatively isolated location of the signage in relation to residential areas, the proposed amendment to the previously approved Localized Alternative Sign Regulations (LASR) is not anticipated to be hazardous or disturbing to the existing neighboring uses.

- 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 the persons or agencies responsible for the establishment of the proposed conditional use shall provide adequately any such services;

The proposed amendment to the previously approved Localized Alternative Sign Regulations (LASR) will have no effect on essential public facilities and services.

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

The proposed amendment to the previously approved Localized Alternative Sign Regulations (LASR) will not create a burden on public facilities, nor would they be a detriment to the economic well-being of the community.

- 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;

The proposed amendment to the previously approved Localized Alternative Sign Regulations (LASR) will not create additional traffic or noise that could be detrimental to surrounding land uses.

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

The proposed amendment to the previously approved Localized Alternative Sign Regulations (LASR) will not create an interference with traffic on surrounding public thoroughfares.

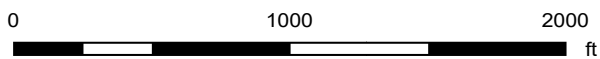
- I. The proposed conditional use does not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance; and

The proposed The proposed amendment to the previously approved Localized Alternative Sign Regulations (LASR) would not cause the destruction, loss, or damage of any natural, scenic, or historic features of major importance. The signs will be used to enhance an existing development.

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

The proposed amendment to the previously approved Localized Alternative Sign Regulations (LASR) will comply with all regulations.





Print Date: 9/21/2021

Notes

Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.



LASR AMENDMENT PARCELS:  
 P.I.N. No. 09-24-300-032-0000 (PARCEL 1) - PART OF LOT 1 OF DES PLAINES CASINO FIRST AMENDED RESUBDIVISION  
 P.I.N. No. 09-24-300-045-0000 (PARCEL 2) - PART OF LOT 1 OF DES PLAINES CASINO FIRST AMENDED RESUBDIVISION  
 P.I.N. No. 09-24-300-047-0000 (PARCEL 3) - PART OF LOT 1 OF DES PLAINES CASINO FIRST AMENDED RESUBDIVISION  
 P.I.N. No. 09-24-300-047-0000 (PARCEL 2) - LOT 3 OF DES PLAINES CASINO RESUBDIVISION

# PLAT OF SURVEY

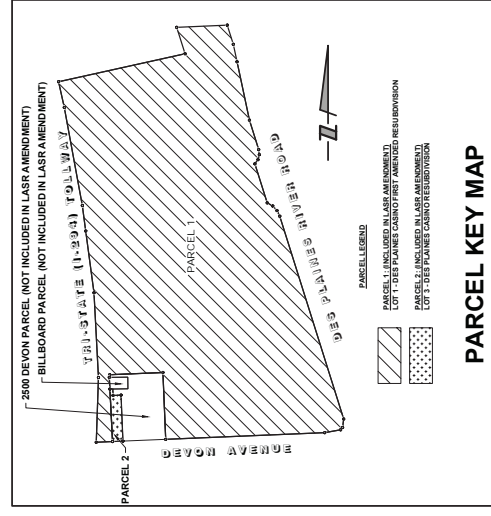
OF

PARCEL 1 (OWNERSHIP ENTITY #1 - MIDWEST GAMING & ENTERTAINMENT, LLC)  
 [THIS PARCEL IS INCLUDED IN THE DES PLAINES CASINO LASR AMENDMENT]

LOT 1 IN DES PLAINES CASINO FIRST AMENDED RESUBDIVISION, IN THE SOUTH-EAST 1/4 OF SECTION 34 AND THE SOUTH-WEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED NOVEMBER 3, 2010 AS DOCUMENT 1030731045, IN COOK COUNTY, ILLINOIS

PARCEL 2 (OWNERSHIP ENTITY #2 - DEVON PARCEL LLC)  
 [THIS PARCEL IS INCLUDED IN THE DES PLAINES CASINO LASR AMENDMENT]

LOT 3 IN DES PLAINES CASINO RESUBDIVISION, IN THE SOUTH-EAST 1/4 OF SECTION 33 AND THE SOUTH-WEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED NOVEMBER 3, 2010 AS DOCUMENT 1030731045, IN COOK COUNTY, ILLINOIS



PARCEL KEY MAP

**AREA SUMMARY TABLE FOR LASR AMENDMENT PARCELS:**

PARCELS INCLUDED IN DES PLAINES CASINO LASR AMENDMENT	AREA
PARCEL 1	985,856 SF 19,874 AC
PARCEL 2	5,901 SF 0.135 AC
TOTAL	871,757 SF 20,012 AC

**Surveyor's Notes:**

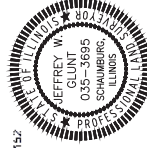
- Field work was completed on March 26, 2021
- The basis of bearing shown hereon is based on the Des Plaines Casino Resubdivision, Recorder November 3, 2010 as Doc. No. 1030731046, Des Plaines Casino First Amended Resubdivision Recorder March 4, 2020 as Doc. No. 2006449029 and the 2563 Devon Avenue Resubdivision as Recorded November 3, 2010 as Doc. No. 1033131045
- All bearings and distances are true to the ground.
- No Easements are shown on this plat.

State of Illinois )  
 County of Cook ) SS.  
 The professional service conforms to the current laws minimum standards for a boundary survey in Schaumburg, Illinois.

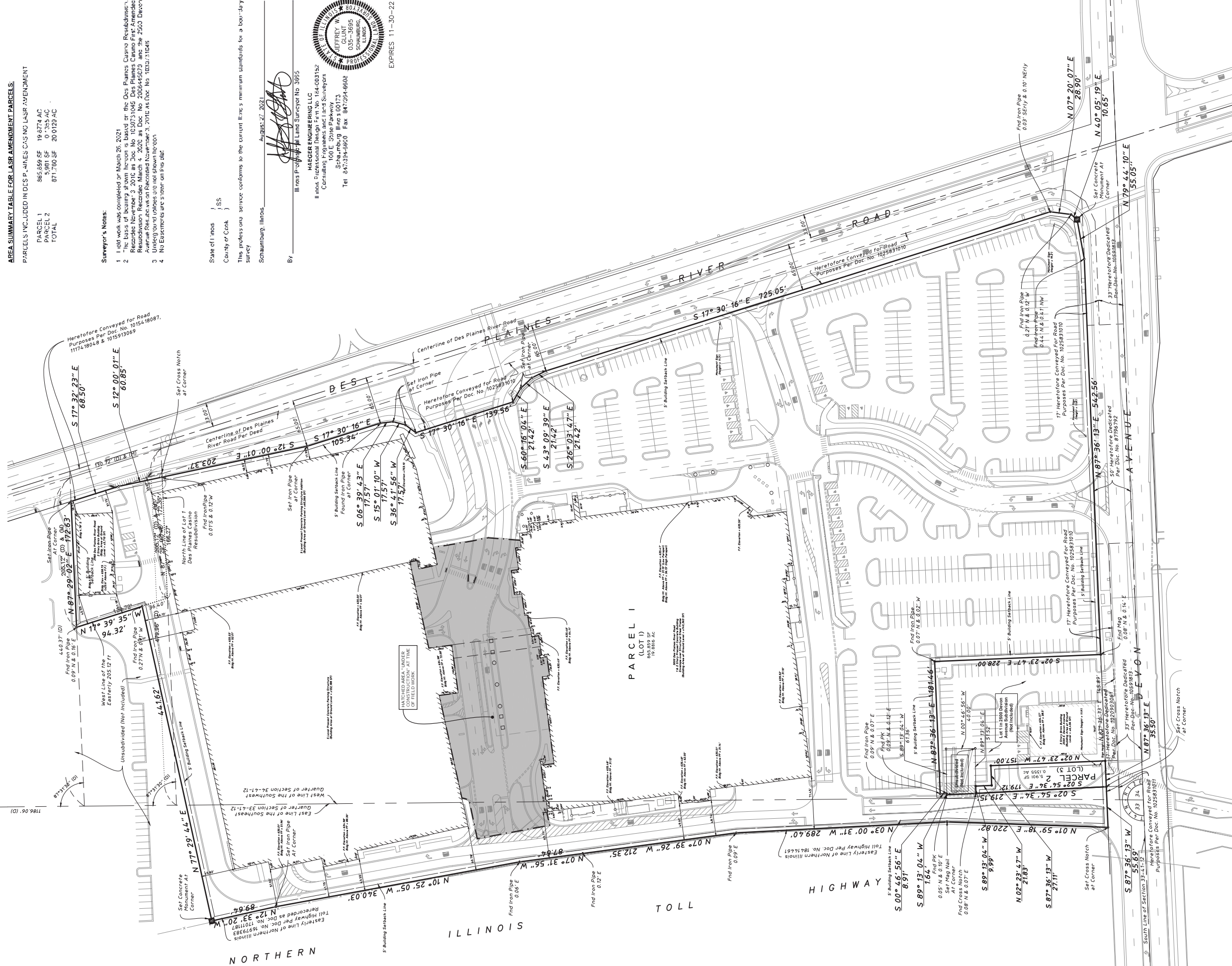
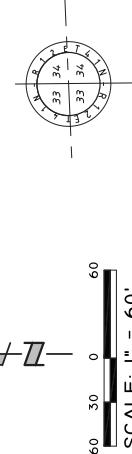
By: *[Signature]*  
 August 12, 2021

Illinois Professional Land Surveyor No. 3095

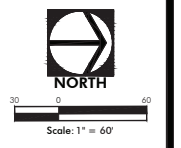
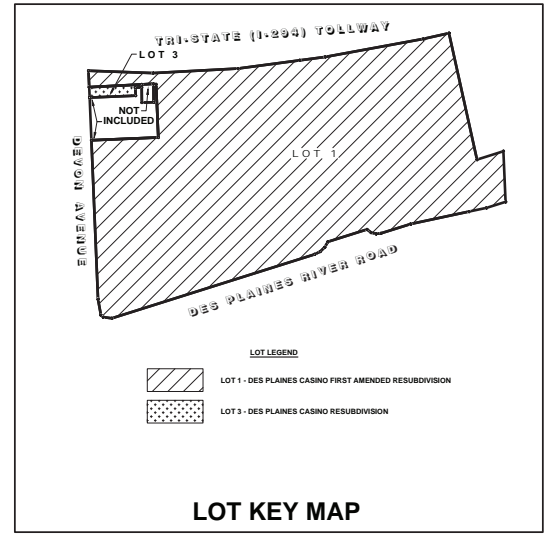
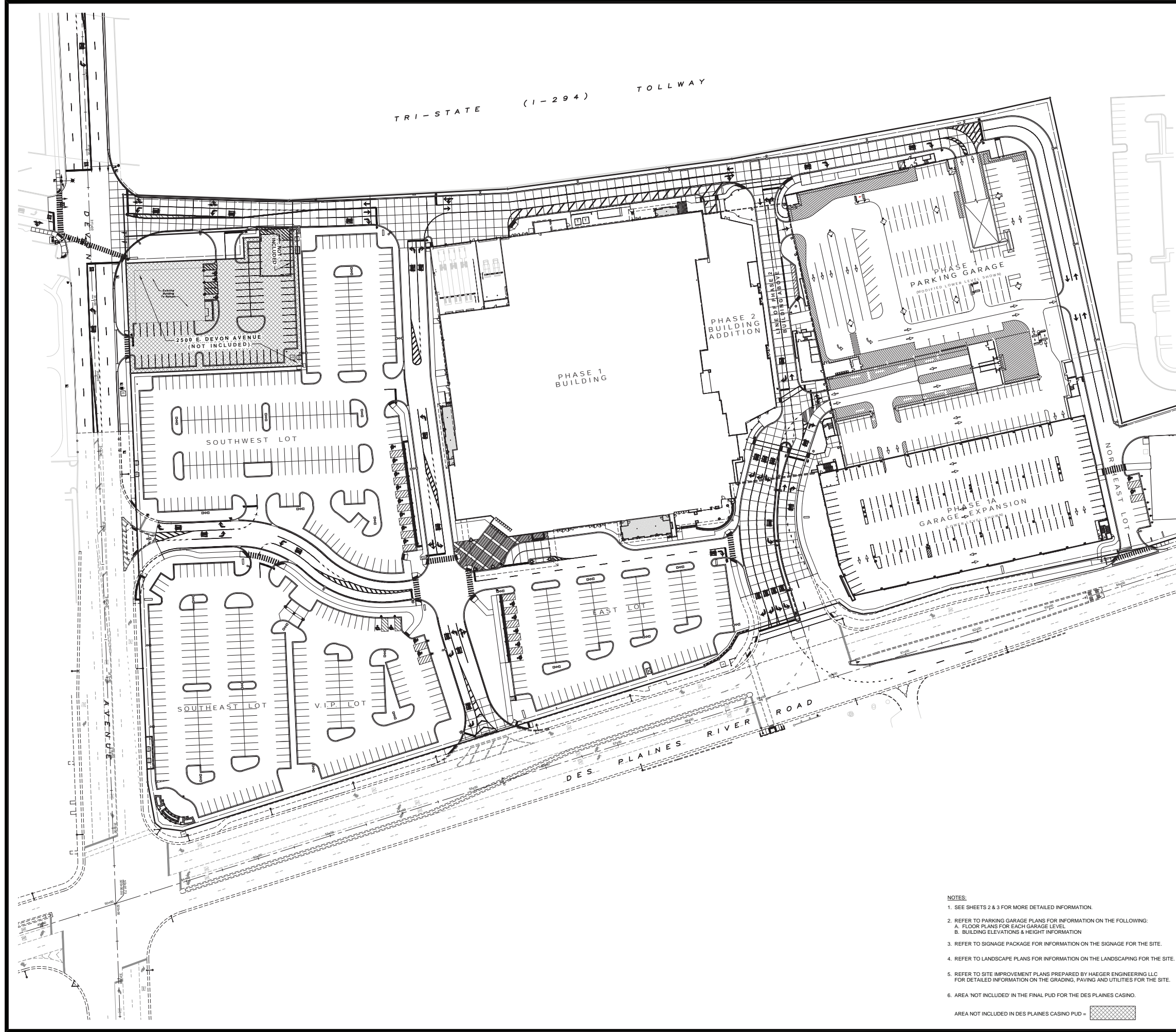
MAEGER ENGINEERING LLC  
 Illinois Professional Design Firm No. 184-003152  
 Consulting Engineers and Land Surveyors  
 100 E. South Parkway  
 Schaumburg, IL 60196-3733  
 Tel: 815-394-1800 Fax: 815-394-6602



EXPIRES 11-30-22







**LOT AREA SUMMARY:**

Lot	Area (Acres)	Area (Sq. Ft.)
Lot 1 - Des Plaines Casino First Amended Resubdivision	243.7	16,827,400
Lot 2 - Des Plaines Casino Resubdivision	1.0	69,175
<b>Total</b>	<b>244.7</b>	<b>16,896,575</b>

**OVERALL PARKING SUMMARY:**

Category	Count	Area (Sq. Ft.)
Phase 1 Garage (New Garage Plans & Elevation)	2,400	49,200
Phase 1A Garage Expansion	1,100	22,000
Southwest Lot	160	3,200
Southeast Lot	240	4,800
VIP Lot	4	80
East Lot	8	160
<b>Total</b>	<b>4,912</b>	<b>80,480</b>

**Parking Garage Summary (Note on Parking Structure Floor Plans for Additional Information):**

Level	Count	Area (Sq. Ft.)
Ground Level	340	6,800
Level 1	375	7,500
Level 2	400	8,000
Level 3	390	7,800
Level 4	220	4,400
<b>Parking Garage Sub-Total</b>	<b>1,725</b>	<b>34,500</b>

**MAIN BUILDING AREA & HEIGHT SUMMARY:**

Main Building Ground Level Total Floor Area	163,644.87
Main Building 1st Level Total Floor Area	2,200.00
Main Building Second Level Total Floor Area	45,850.00
Main Building 3rd Level Total Floor Area	8,780.00
Main Building 4th Level Total Floor Area	22,840.00
<b>Total Main Building Floor Area</b>	<b>243,314.87</b>
Maximum Building Height	54'-0"

**PARKING GARAGE AREA & HEIGHT SUMMARY:**

Parking Garage Ground Level Total Floor Area	151,874.00
Parking Garage 1st Level Total Floor Area	180,200.00
Parking Garage 2nd Level Total Floor Area	152,200.00
Parking Garage 3rd Level Total Floor Area	180,200.00
Parking Garage 4th Level Total Floor Area	87,900.00
<b>Total Parking Garage Floor Area</b>	<b>652,374.00</b>
Maximum Building Height	54'-0"

**HOURS OF OPERATION:**

See site plan for hours of operation.

**ESTIMATED EMPLOYEE SUMMARY:**

See site plan for estimated employee count.

- NOTES:**
- SEE SHEETS 2 & 3 FOR MORE DETAILED INFORMATION.
  - REFER TO PARKING GARAGE PLANS FOR INFORMATION ON THE FOLLOWING:
    - A. FLOOR PLANS FOR EACH GARAGE LEVEL
    - B. BUILDING ELEVATIONS & HEIGHT INFORMATION
  - REFER TO SIGNAGE PACKAGE FOR INFORMATION ON THE SIGNAGE FOR THE SITE.
  - REFER TO LANDSCAPE PLANS FOR INFORMATION ON THE LANDSCAPING FOR THE SITE.
  - REFER TO SITE IMPROVEMENT PLANS PREPARED BY HAEGER ENGINEERING LLC FOR DETAILED INFORMATION ON THE GRADING, PAVING AND UTILITIES FOR THE SITE.
  - AREA NOT INCLUDED IN THE FINAL PUD FOR THE DES PLAINES CASINO.
    - AREA NOT INCLUDED IN DES PLAINES CASINO PUD = [Hatched Pattern]

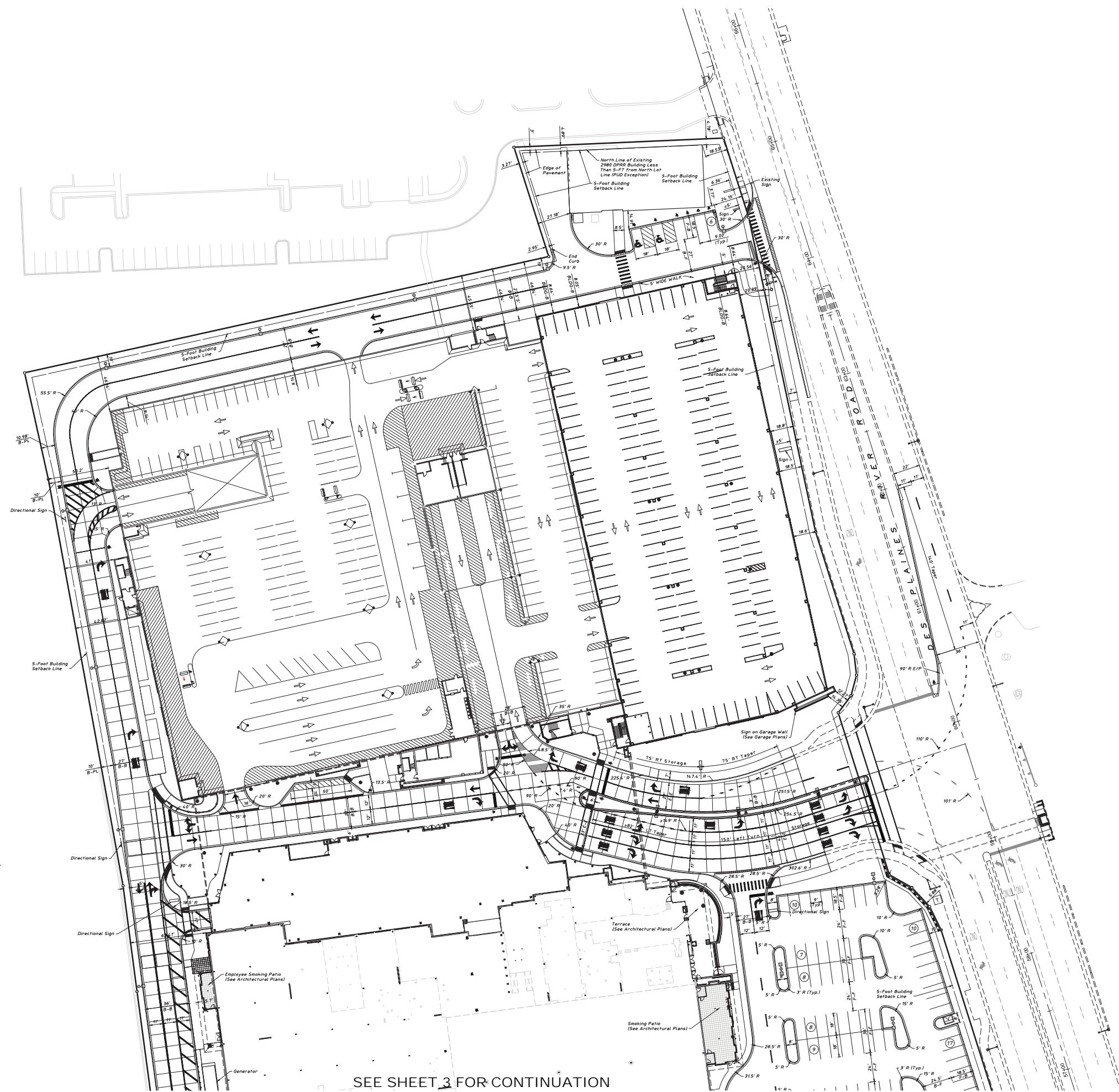
**HAEGER ENGINEERING**  
 consulting engineers • land surveyors  
 100 East State Parkway, Schaumburg, IL 60173 • Tel: 847.394.6600 Fax: 847.394.6608  
 Illinois Professional Design Firm License No. 184-000152  
 www.haegerengineering.com

**OVERALL SITE PLAN (60 SCALE)**  
**DES PLAINES CASINO FINAL PUD AMENDMENT**  
 2980 & 3000 S. DES PLAINES RIVER ROAD, DES PLAINES, ILLINOIS

Project Manager: T A S  
 Engineer: P A C  
 Date: 01/22/2021  
 Project No. 12127-PUD  
 Sheet 1/3

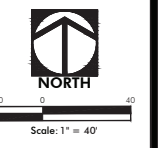


TOLLWAY  
(1-294)  
TRI-STATE



SEE SHEET 3 FOR CONTINUATION

- NOTES:**
- SEE SHEET 1 FOR THE OVERALL PLAN.
  - REFER TO PARKING GARAGE PLANS FOR INFORMATION ON THE FOLLOWING:  
A. FLOOR PLANS FOR EACH GARAGE LEVEL  
B. BUILDING ELEVATIONS & HEIGHT INFORMATION
  - REFER TO SIGNAGE PACKAGE FOR INFORMATION ON THE SIGNAGE FOR THE SITE.
  - REFER TO LANDSCAPE PLANS FOR INFORMATION ON THE LANDSCAPING FOR THE SITE.
  - REFER TO SITE IMPROVEMENT PLANS PREPARED BY HAEGER ENGINEERING LLC FOR DETAILED INFORMATION ON THE GRADING, PAVING AND UTILITIES FOR THE SITE.



No.	Date	Revision
1	03/03/2021	Site Plan & Lower Level Garage Modifications for Walk/Drive-Off in Lower Level of Garage

**HAEGER ENGINEERING**  
consulting engineers • land surveyors  
100 East State Parkway, Schaumburg, IL 60173 • Tel: 847.394.6600 Fax: 847.394.6608  
Illinois Professional Design Firm License No. 184-000152  
www.haegerengineering.com

**SITE PLAN - NORTH  
(40 SCALE)**  
**DES PLAINES CASINO  
FINAL PUD AMENDMENT**  
2980 & 3000 S. DES PLAINES RIVER ROAD, DES PLAINES, ILLINOIS

Project Manager:	TAS
Engineer:	PAC
Date:	01/22/2021
Project No.:	12127-PUD
Sheet:	2 / 3





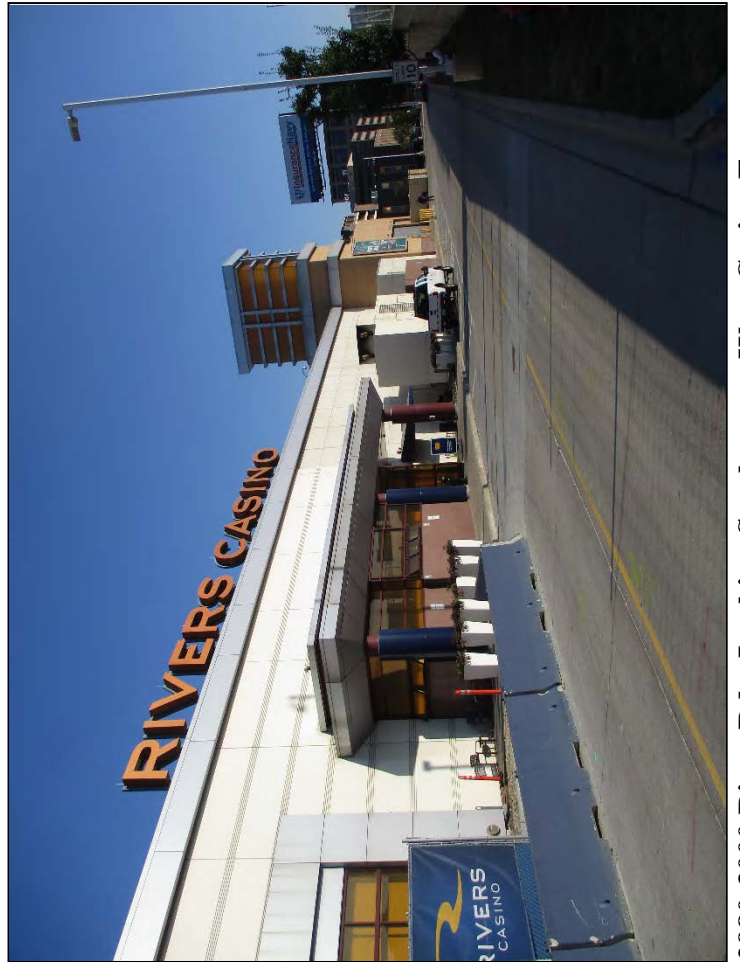




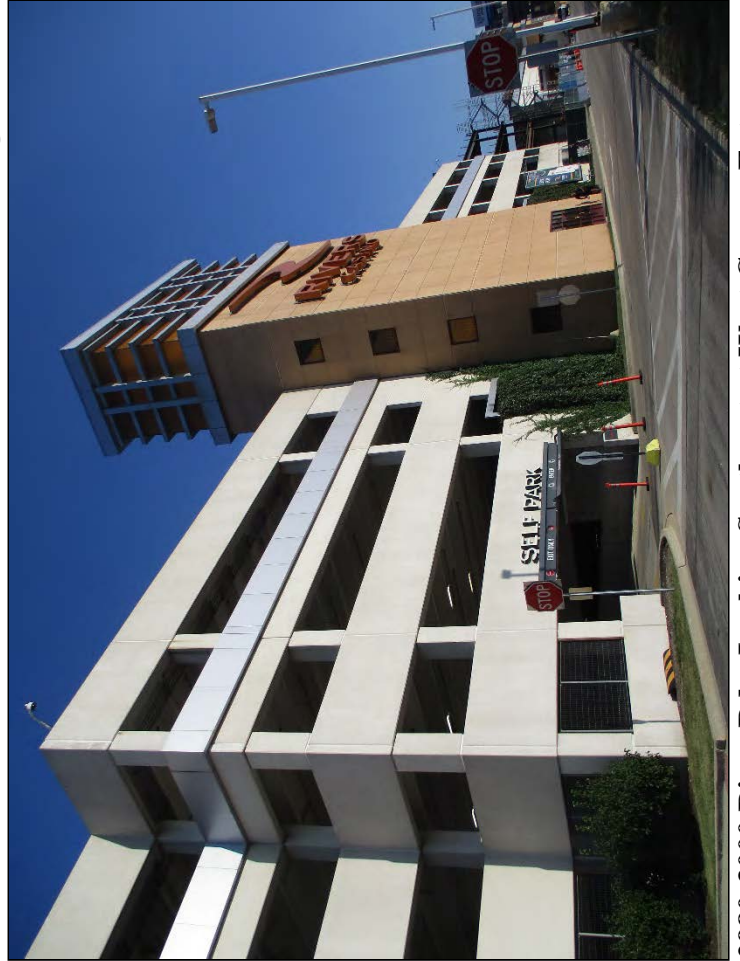
2980-3000 River Rd – Public Notice at East Casino Entrance



2980-3000 River Rd – Public Notice at North Office Building



2980-3000 River Rd – Looking Southeast at West Casino Entrance



2980-3000 River Rd – Looking Southeast at West Garage Entrance





COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

September 30, 2021

Mayor Bogusz and Des Plaines City Council  
CITY OF DES PLAINES

**Subject:** Planning and Zoning Board, 2980-3000 River Road, 20-040-CU LASR (6<sup>th</sup> Ward)

**RE:** Consideration of a Conditional Use Amendment for an existing Localized Alternative Sign Regulation (LASR)

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board met on September 28, 2021 to consider a Conditional Use Amendment to the existing LASR to replace 15 existing static signs, replace one existing LED sign, add 20 new static signs, and add eight new LED signs on the existing casino site.

1. The petitioner and project team provided a detailed presentation regarding the proposed amendments to the existing sign package on site. The project team expressed that the sign package amendments are being requested to improve wayfinding and update branding for the casino, which is currently undergoing construction to expand the casino building and provide additional services for its patrons. One project member mentioned that the parking garage was recently expanded to accommodate the additional parking required by the casino building expansion and that the sign package amendments are the next step in the casino's phased plans. He provided a brief overview of the types of static signs—focused around wayfinding and circulation—and LED signs—focused around improved identification of the casino complex—that were slated to be replaced or added on the subject property.
2. The Planning and Zoning Board Members expressed concerns regarding the existing LED sign facing the River Road/Devon Avenue intersection and asked if the LED sign replacement will meet the lighting requirements by code. The petitioner's project team responded that the LED sign replacement in this location will comply with all required IDOT and City of Des Plaines standards.
3. The Community and Economic Development Department summarized the staff report and recommended three conditions if the PZB sought approval of the request.
4. No members of the public spoke on this request.
5. The Planning and Zoning Board *recommended* (5-0) that the City Council *approve* the requests with the three conditions found in the staff report.

Respectfully submitted,

A handwritten signature in black ink that reads 'Paul Saletnik'.

Paul Saletnik,  
Des Plaines Planning and Zoning Board, Acting Chairman

Cc: City Officials/Aldermen  
**Attachment 7**



Case 21-037-CU	110 S River Road	Conditional Use
Case 21-039-V	2071 Pine Street	Variation
Case 21-040-CU-LASR	2980-3000 S River Road	Conditional Use/LASR
Case 20-041-MAP-TSUB-V	2805-2845 Mannheim Road	Map Amend/Maj Var/Tent Plat
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**3. Address: 2980-3000 S. River Road**

**Case Number: 21-040-CU-LASR  
Public Hearing**

The petitioner is requesting to amend a Conditional Use for a Localized Alternative Sign Regulation (LASR) as required by Section 12-11-8 of the Zoning Ordinance at 2980-3000 S. River Road, commonly known as Rivers Casino, and the approval of any other variations, waivers, and zoning relief as may be necessary.

**PINs:** 09-34-300-032-0000; 09-34-300-045-0000; 09-34-300-046-0000; and 09-34-300-047-0000  
**Petitioner:** Midwest Gaming & Entertainment LLC, 900 M. Michigan Ave, Suite 1600, Chicago, IL 60611  
**Owner:** Midwest Gaming & Entertainment LLC, 900 M. Michigan Ave, Suite 1600, Chicago, IL 60611

Acting Chairman Saletnik swore in the Petitioners for the case; Michael Tobin, Todd Schaeffer and Chris Wong.

Mr. Wong provided a detailed overview of the sign plan amendment request. The request includes static signs and LED signs, each broken into three categories; existing sign, new sign and existing sign to be replaced. Additional sign elevation information and sign type/listing are included in the informational packet.

Acting Chairman Saletnik asked if the Board had any questions.

Member Catalano asked if there was information on the amount of new sign square footage versus the total sign square footage; Planner Stytz referred to the informational packet tables, number of existing square footage versus new square footage is not available at this time. Planner Stytz stated that the new sign square footage, LED and static, is approximately 6,000 square feet.

Acting Chairman Saletnik asked Mr. Wong to provide additional information on sign 54, the LED sign at the intersection, regarding illumination and safety concerns. Mr. Wong stated that the sign currently exists, and any improvements will need to meet or exceed timing and lumen standards per the Department of Transportation (DOT) and City code.

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

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

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**Issue:** The petitioner is requesting a Conditional Use Amendment for an existing Localized Alternative Sign Regulation (LASR) under Sections 12-3-4 and 12-11-8 of the Zoning Ordinance to allow for an increase in signage on the property located at 2980-3000 S. River Road.

- Address:** 2980-3000 S. River Road
- Owner:** Gregory A. Carlin, Midwest Gaming & Entertainment, LLC,  
900 N. Michigan Avenue, Suite 1600, Chicago, IL 60611
- Petitioner:** Michael Tobin, Midwest Gaming & Entertainment, LLC  
900 N. Michigan Avenue, Suite 1600, Chicago, IL 60611
- Case Number:** 21-040-LASR CU
- PINs:** 09-34-300-032; -045; -046; & -047
- Ward:** 6, Alderman Malcolm Chester
- Existing Zoning:** C-6, Casino District
- Existing Land Use:** Casino, Parking Garage, Office Building, and Surface Parking
- Surrounding Zoning:** North: C-2, Limited Office Commercial District  
South: D, Commercial (Village of Rosemont)  
East: P-1, Public Land District (Cook County)  
West: C-7, High Density Campus District
- Surrounding Land Use:** North: Multi-Unit Office Building (Commercial)  
South: Hotel / Restaurants (Commercial)  
East: Recreation  
West: Multi-Unit Office Building (Commercial)
- Street Classification:** River Road and Devon Avenue are classified as minor arterials.
- Comprehensive Plan:** The Comprehensive Plan illustrates the site as commercial.

**Project Description:** The applicant, Michael Tobin on behalf of Midwest Gaming & Entertainment, has requested a Conditional Use Amendment for an existing LASR to allow for increased signage on the property located at 2980-3000 S. River Road. The existing property contains a 140,363-square-foot casino building, a four-story parking garage with a pedestrian bridge connecting from the second level of the garage to the casino building, and a two-story office building with a surface parking lot. A casino expansion is underway that will result in an approximately 225,000-square-foot building with an expanded number of gaming positions (from 1,200 to 2,000), as well as an enlarged parking structure (now 3,063 total

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parking spaces). The two-story expansion of the casino building has led to new gaming space, a small food and beverage outlet, and a more than 10,000-square-foot multipurpose event area, with associated back-of-house areas.

With all lots combined, the property encompasses 20.017 acres in land area. This request comes after the previous two Planned Unit Development Major Amendment requests to expand the existing parking garage (approved December 2, 2019 through Ordinance Z-33-19) and expand the existing casino building (approved March 15, 2021 through Ordinance Z-31-21) to accommodate necessary floor area and parking for the expansion. The most currently approved LASR was embedded into the approval of Ordinance Z-33-19. Pursuant to Section 12-11-8 of the Zoning Ordinance, Planned Unit Developments may establish a LASR plan via a conditional use for their property subject to review and approval from the Planning and Zoning Board pursuant to the procedures for conditional uses.

The existing building and site as a whole currently contain a variety of different building and freestanding signage ranging from directional to video signs with a total count of 95 signs, as shown in the Sign Plan Amendment (Attachment 6). However, the petitioner is requesting to add 20 new static signs, replace 15 existing static signs, add eight new LED signs, and replace one existing LED sign totaling 28 new signs altogether:

- **Static Signs:** The new static signs consist of identity, directional, and clearance bar signs proposed at and around vehicle/pedestrian entrances/access drives and bus stop/rideshare pickup/drop-off areas. The existing static signs to be replaced are directional signs to assist motorists and pedestrians in navigating the property.
- **LED Signs:** The new LED signs consist of identification signs positioned in high visible areas to attract motorists and pedestrians to the property. There is one new LED sign proposed for the east elevation facing the main entrance. However, the remainder of the new LED signs are located on the west elevation facing I-294. The existing LED sign at the northwest corner of the River Road/Devon Avenue intersection is the only LED sign being replaced as part of this request.

All proposed signage is shown below. The Project Narrative and Sign Plan Amendment provide additional information.

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<b>Static Signs*</b>		
<b>Sign Type</b>	<b>Location</b>	<b>Area of Signage</b>
Window Vinyl	South Office Building Façade at 2980 River Rd	168 SF
Wall - Identity	Northeast Property Entrance	6 SF
Clearance Bars x 3	Northwest Property Entrance	5 SF each
Directional x 2 (Valet/Self-Park)	Near East Property Entrance (Overhead)	11 SF each
Wall - Identity	Near East Property Entrance	419 SF
Directional – Vehicle x 2	Near East Property Entrance (Wall Mounted)	97 SF
Wall – Parking Entrance	Parking Garage – North Entrance	53 SF
Wall – Valet Drop-off	East Casino Entrance (covered drop- off area)	11 SF (one-sided)
Wall – Bus/Valet Drop-off x 2	East Casino Entrance (covered drop-off area)	24 SF (two-sided)
Directional – Vehicle x 2	Southeast & Northeast Property Entrances	75 SF each
Directional – Pedestrian x 2	Northeast Property Entrance	29 SF each
Wall – Bus Drop-off x 2	East Casino Entrance (covered drop-off area)	10 SF each
Directional – Pedestrian x 2	Northwest Property / North Garage Entrances	29 SF each
Directional – Pedestrian	Far Northeast Access Drive Entrance	29 SF
	<b>TOTAL</b>	<b>1,125 SF</b>
<b>LED Signs*</b>		
<b>Sign Type</b>	<b>Location</b>	<b>Area of Signage</b>
LED Video Wall	West Building Façade (#6)	426 SF
LED Video Wall	West Building Façade (#8)	426 SF
LED Video Wall	West Building Façade (#73)	884 SF
LED Video Wall	East Building Façade (#74)	1,535 SF
LED Video Wall	West Building Façade (#75)	455 SF
LED Video Wall	West Building Façade (#17)	319 SF
LED Video Wall	West Building Façade (#15)	310 SF
LED Video Wall	West Building Façade (#16)	588 SF
	<b>TOTAL</b>	<b>4,943 SF</b>
<b>GRAND TOTAL</b>		<b>6,068 SF</b>

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***\*Sign requests are proposed for the property at 3000 S. River Road unless otherwise noted. See Sign Plan Amendment for more information.***

**Compliance with the Comprehensive Plan**

There are several parts of the City of Des Plaines’ 2019 Comprehensive Plan that align with the proposed project. Those portions are as follows:

- Under Future Land Use Map:
  - The property is identified for commercial use. The casino complex will be able to increase visibility and take advantage of existing, well-traveled public roadways, such as I-294, with the approval of the amended LASR request.
- Under Economic Development:
  - The Comprehensive Plan recognizes the economic vitality of the subject property and its benefit to the surrounding area. The existing development of this site provides additional revenue, job opportunities, and services for the region as a whole and continues development trends already established in this area.

While the aforementioned bullet points are only a small portion of the Comprehensive Plan, there is a large emphasis on developing and enhancing our commercial corridors. This casino complex is adding additional services for the community and further enhancing the River Road corridor. The proposed signage will assist in the continued promotion of the existing development for residents and visitors while also potentially attracting new development proposals in the future.

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

1. **The proposed Conditional Use is in fact a Conditional Use established within the specific Zoning district involved:**  
*Comment:* A Localized Alternative Sign Regulation is a Conditional Use, as specified in Section 12-11-8 of the 1998 City of Des Plaines Zoning Ordinance, as amended. Please see the Petitioner’s responses for Conditional Uses.
2. **The proposed Conditional Use is in accordance with the objectives of the City’s Comprehensive Plan:**  
*Comment:* The use of the site is a casino, which consists of large casino building, surface and covered parking areas, and office building. The development of the subject property and its location in close proximity to I-294 allows for expanded commercial development opportunities. The proposed signage for the site is intended to help further identify the casino complex and assist both residents and visitors alike in navigating the site. Please see the Petitioner’s responses for Conditional Uses.

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

*Comment:* The proposed Conditional Use for a Localized Alternative Sign Regulation requests additional signage to assist in the identification of the casino complex and help both residents and visitors navigate the property. The petitioner has designed the sign plan to match the character of the apartment complex building and blend with the existing character of the development within the surrounding area. Please see the Petitioner’s responses for Conditional Uses.

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

*Comment:* The proposed signs are not hazardous or disturbing to the existing neighboring uses. All signs will meet all required performance standards as outlined in Section 12-11-6(B) of the Zoning Ordinance. Please see the Petitioner’s responses for Conditional Uses.

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

*Comment:* The proposed signs have no effect on essential public facilities and services. Please see the Petitioner’s responses for Conditional Uses.

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

*Comment:* The proposed signs would not create a burden on public facilities, nor would they be a detriment to the economic well-being of the community. The signs are intended to share information and help customers safely and easily access the site. Please see the Petitioner’s responses for Conditional Uses.

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

*Comment:* The proposed signs will not create additional traffic or noise that could be detrimental to surrounding land uses. Please see the Petitioner’s responses for Conditional Uses.

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

*Comment:* The proposed signs will not create an interference with traffic on surrounding public thoroughfares but rather establish building identification for both motorists and pedestrians. Please see the Petitioner’s responses for Conditional Uses.

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

*Comment:* The proposed new signs would not cause the destruction, loss, or damage of any natural, scenic or historic features of major importance. The signs will be used to enhance a site that has already been developed. Please see the Petitioner’s responses for Conditional Uses.

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

*Comment:* All signs do comply with setback requirements as stated in the Zoning Ordinance. Please see the Petitioner’s responses 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 City Council approve, approve subject to conditions, or deny the above-mentioned conditional use amendment for a LASR at 2980-3000 S. River Road. 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 three-foot landscape bed in all directions be provided at the base of all freestanding signs, per the standards set forth in Section 12-11-4(G). This landscaping shall be comprised of low-lying evergreen shrubs, perennials, and annuals.
2. That structural design plans shall be provided for all signage at time of permit.
3. The applicant shall provide sight line analysis for vehicle-to-vehicle sightlines and vehicle-to-pedestrian/bicycle sightlines showing that the sign position does not intrude upon the AASHTO Green Book sight triangles for the freestanding signs proposed along the roadway driveways and site access drives. The location of the freestanding signs may have to be slightly adjusted at the time of building permit review to comply with AASHTO site triangle clearance.

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

**A motion was made by Board Member Hofherr, seconded by Board Member Catalano, is requesting a Conditional Use Amendment for an existing Localized Alternative Sign Regulation (LASR) under Sections 12-3-4 and 12-11-8 of the Zoning Ordinance to allow for an increase in signage on the property located at 2980-3000 S. River Road, with the three conditions: (1) a three-foot landscape bed in all directions be provided at the base of all freestanding signs, per the standards set forth in Section 12-11-4(G). This landscaping shall be comprised of low-lying evergreen shrubs, perennials, and annuals; (2) that structural design plans shall be provided for all signage at time of permit; (3) The applicant shall provide sight line analysis for vehicle-to-vehicle sightlines and vehicle-to-pedestrian/bicycle sightlines showing that the sign position does not intrude upon the AASHTO Green Book sight triangles for the freestanding**



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**signs proposed along the roadway driveways and site access drives, the location of the freestanding signs may have to be slightly adjusted at the time of building permit review to comply with AASHTO site triangle clearance.**

AYES: Hofherr, Catalano, Fowler, Veremis, Saletnik

NAYES: None

ABSTAIN: None

**\*\*\*MOTION CARRIED UNANIMOUSLY\*\*\***

**CITY OF DES PLAINES**

**ORDINANCE Z - 54 - 21**

**A ORDINANCE APPROVING AN AMENDMENT TO A  
CONDITIONAL USE FOR A LOCAL ALTERNATIVE SIGN  
REGULATION FOR 2980-3000 RIVER ROAD, DES  
PLAINES, ILLINOIS (CASE #21-040-CU LASR).**

**WHEREAS**, Midwest Gaming & Entertainment, LLC ("**Owner**") is the owner of those certain parcels of real property located at 2980 River Road ("**Office Parcel**") and 3000 River Road ("**Casino Parcel**") (collectively, "**Subject Property**"); and

**WHEREAS**, the Casino Parcel has been developed with the Rivers Casino development ("**Casino Complex**"), which includes a 140,363 square foot casino building, a four-story parking garage, and surface parking lots; and

**WHEREAS**, the Office Parcel is improved with a two-story office building that is used by the Owner for administrative purposes; and

**WHEREAS**, the Casino Parcel is located in the City's C-6 Casino District ("**C-6 District**") and the Office Parcel is located in the City's C-2 Limited Office District ("**C-2 District**"); and

**WHEREAS**, the Casino Complex was developed pursuant to and in accordance with a series of Ordinances and Resolutions adopted by the City Council between 2010 and 2011 which granted the Owner, amongst other relief, the following relief from the City's Zoning Ordinance and Subdivision Ordinance: (i) a Conditional Use for a Planned Unit Development (Ordinance Z-12-10, as modified by Ordinances Z-27-10, Z-33-19, and Z-31-21); (ii) a Final Plat of Subdivision for 3000 River Road (R-68-10, as modified by R-143-10); and (iii) a Text Amendment to allow Office uses in the C-6 district (Ordinance Z-32-19) (collectively, (i) through (iii) are the "**Prior Approvals**"); and

**WHEREAS**, in addition to the Prior Approvals, on March 15, 2010, the City Council adopted Ordinance No. Z-6-10, which granted a conditional use for a local alternative sign regulation for the Subject Property, which conditional use was subsequently amended by Ordinance No. Z-11-11, Ordinance No. Z-14-11, and Z-33-19 (collectively, the "**LASR**"); and

**WHEREAS**, the Owner has applied to the City of Des Plaines for approval of an amendment to the LASR ("**LASR Amendment**") to allow the installation of the 28 new and replacement signs listed on **Exhibit A**, attached to and, by this reference, made a part of this Ordinance ("**Proposed Signs**"); and

**WHEREAS**, the Owner's application for the LASR Amendment 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 Owner's application, a public hearing

was held by the PZB on September 28, 2021, pursuant to notice published in the *Journal & Topics* on September 8, 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 Owner 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 September 30, 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 Owner's application for the LASR Amendment with conditions; and

**WHEREAS**, the Owner made certain representations to the PZB with respect to the LASR Amendment, 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 LASR Amendment, 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 September 21, 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 Owner's application for the LASR Amendment 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:

A. **CASINO PARCEL.**

LOTS 1 AND 2 IN DES PLAINES CASINO RESUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 33 AND THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 3, 2010 AS DOCUMENT 1030731045, IN COOK COUNTY, ILLINOIS.

PINs: 09-34-300-045, 09-34-300-046, 09-34-300-047

Commonly known as 3000 River Road, Des Plaines, Illinois.

B. OFFICE PARCEL.

THE EASTERLY 205.12 FEET OF THAT PART OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 34 WHICH IS 1186.06 FEET SOUTH OF THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE EASTERLY ON A LINE FORMING AN ANGLE OF 87 DEGREES 31 MINUTES 30 SECONDS, MEASURED FROM NORTH TO EAST, WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 34 AFORESAID, 440.37 FEET TO THE CENTER LINE OF RIVER ROAD; THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF RIVER ROAD, 130.72 FEET; THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF THE TRACT DESCRIBED, 479.96 FEET TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 34 AFORESAID; THENCE NORTH ALONG SAID LINE, 126.30 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART THEREOF TAKEN FOR DES PLAINES RIVER ROAD BY ORDERS ENTERED IN CIRCUIT COURT OF COOK COUNTY, ILLINOIS, CASE NO. 2010 L 050494, COPIES OF WHICH ORDERS WERE RECORDED JUNE 3, 2010 AS DOCUMENT 1015418087, JUNE 8, 2010 AS DOCUMENT 1015913069 AND JUNE 23, 2011 AS DOCUMENT 1117418048, IN COOK COUNTY, ILLINOIS.

PIN: 09-34-300-032

Commonly known as 2980 River Road, Des Plaines, Illinois

**SECTION 3. APPROVAL OF LASR AMENDMENT.** Subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 8 of this Ordinance, the City Council hereby approves the LASR Amendment for the Subject Property, which authorizes new and replacement ground and wall signs for the Subject Property as depicted in that certain Sign Plan Amendment prepared by Selbert Perkins Design Collaborative, consisting of 31 sheets, and dated September 7, 2021 (“*Amended Signage Plan*”), a copy of which is attached to, and by this reference made a part of, this Ordinance as *Exhibit B*. The Amended 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. All provisions of the Prior 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 Owner may have, the approvals granted in Section 3 of this Ordinance are subject to and contingent upon compliance with each and all of the following conditions, restrictions, limitations, and provisions:

A. Compliance with Law and Regulations. 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, including the Prior Approvals and the LASR, except to the extent specifically provided otherwise in this Ordinance.

B. Compliance with Plans. Except for minor changes and site work approved by the City Director of Community and Economic Development or Director of Public Works and Engineering (for matters within their respective permitting authorities) in accordance with all applicable City standards, the development, use, operation, and maintenance of the Proposed Signs and the Subject Property must comply with the Amended Signage Plan.

C. Additional Conditions. The development, use, and maintenance of the Subject Property shall be subject to and contingent upon the following conditions:

1. Freestanding Signs Foundational Landscaping. A three-foot landscape bed in all directions must be provided at the base of all freestanding signs in accordance with the standards set forth in Section 12-11-4(G). This landscaping shall be comprised of low-lying evergreen shrubs, perennials, and annuals.

2. Structural Design Plans. Structural design plans must be provided for all of the Proposed Signs at time of sign permit application.
3. Sight Triangles. The Owner must provide sight line analysis for vehicle-to-vehicle sightlines and vehicle-to-pedestrian/bicycle sightlines showing that the freestanding signs proposed along the roadway driveways and site access drives do not intrude upon the AASHTO Green Book sight triangles. The location of the freestanding signs may have to be adjusted at the time of building permit review to comply with AASHTO site triangle clearance.

**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 Owner 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 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 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 approvals granted by Section 3 of this Ordinance may be revoked after notice and hearing before the Zoning Administrator of the City, all in accordance with the procedures set forth in Section 12-4-7 of the Zoning Ordinance. In the event of revocation, the development and use of the Casino Parcel will be governed solely by the regulations of the C-6 District and the Office Parcel will be governed solely by the regulations of the C-2 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 Owner 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 Owner.

**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.

**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.

**SECTION 9. EFFECTIVE DATE.** 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 Owner of an unconditional agreement and consent in substantially the form attached to and, by this reference, made a part of this Ordinance as **Exhibit C**, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance, and demonstrating the Owner's consent to its recordation;

E. At Owner's sole cost and expense, the recordation of this Ordinance, together with such exhibits as the City Clerk deems appropriate for recordation, with the office of the Recorder of Cook County.

**[SIGNATURE PAGE FOLLOWS]**

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

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

**VOTE:** AYES \_\_\_\_ NAYS \_\_\_\_ ABSENT \_\_\_\_

---

**MAYOR**

**ATTEST:**

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**CITY CLERK**

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

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**

DP – Ordinance Approving Conditional Use Amendment for existing LASR

<b>Static Signs*</b>		
<b>Sign Type</b>	<b>Location</b>	<b>Area of Signage</b>
Window Vinyl	South Office Building Façade at 2980 River Rd	168 SF
Wall - Identity	Northeast Property Entrance	6 SF
Clearance Bars x 3	Northwest Property Entrance	5 SF each
Directional x 2 (Valet/Self-Park)	Near East Property Entrance (Overhead)	11 SF each
Wall - Identity	Near East Property Entrance	419 SF
Directional – Vehicle x 2	Near East Property Entrance (Wall Mounted)	97 SF
Wall – Parking Entrance	Parking Garage – North Entrance	53 SF
Wall – Valet Drop-off	East Casino Entrance (covered drop-off area)	11 SF (one-sided)
Wall – Bus/Valet Drop-off x 2	East Casino Entrance (covered drop-off area)	24 SF (two-sided)
Directional – Vehicle x 2	Southeast & Northeast Property Entrances	75 SF each
Directional – Pedestrian x 2	Northeast Property Entrance	29 SF each
Wall – Bus Drop-off x 2	East Casino Entrance (covered drop-off area)	10 SF each
Directional – Pedestrian x 2	Northwest Property / North Garage Entrances	29 SF each
Directional – Pedestrian	Far Northeast Access Drive Entrance	29 SF
	<b>TOTAL</b>	<b>1,125 SF</b>
<b>LED Signs*</b>		
<b>Sign Type</b>	<b>Location</b>	<b>Area of Signage</b>
LED Video Wall	West Building Façade (#6)	426 SF
LED Video Wall	West Building Façade (#8)	426 SF
LED Video Wall	West Building Façade (#73)	884 SF
LED Video Wall	East Building Façade (#74)	1,535 SF
LED Video Wall	West Building Façade (#75)	455 SF
LED Video Wall	West Building Façade (#17)	319 SF
LED Video Wall	West Building Façade (#15)	310 SF
LED Video Wall	West Building Façade (#16)	588 SF
	<b>TOTAL</b>	<b>4,943 SF</b>
<b>GRAND TOTAL</b>		<b>6,068 SF</b>

*\*Sign requests are proposed for the property at 3000 S. River Road unless otherwise noted. See Sign Plan Amendment for more information.*



# RIVERS CASINO DES PLAINES

## SIGN PLAN AMENDMENT

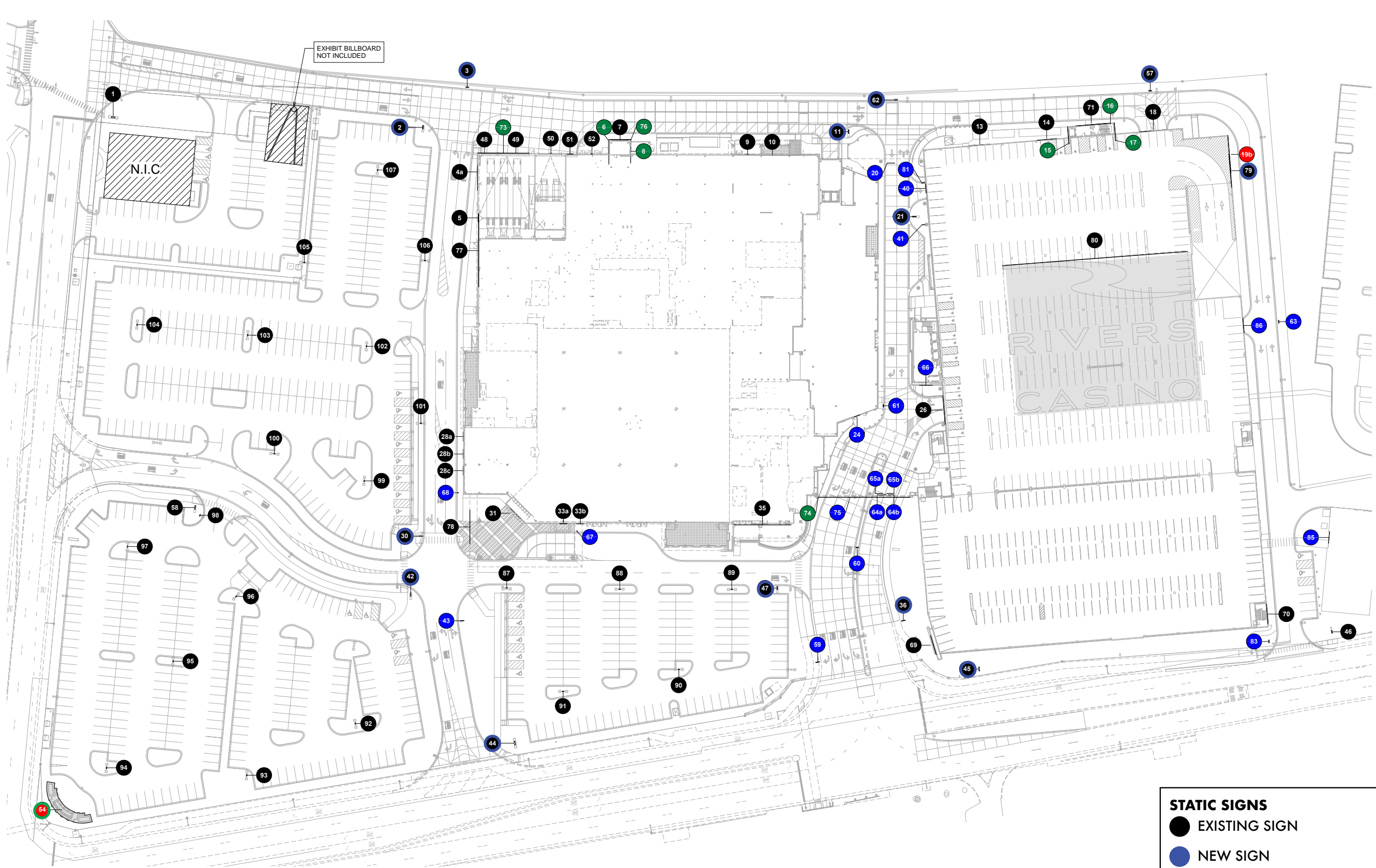
7 SEPTEMBER, 2021

prepared by:



**selbert perkins design collaborative**  
2 North Riverside Plaza, Suite 1475  
Chicago, IL 60606  
(312) 876 1839





**STATIC SIGNS**

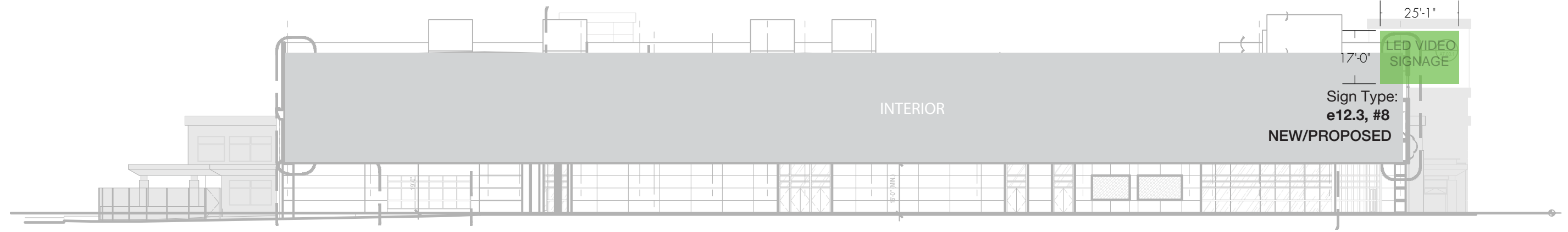
- EXISTING SIGN
- NEW SIGN
- EXISTING TO BE REPLACED

**LED SIGNS**

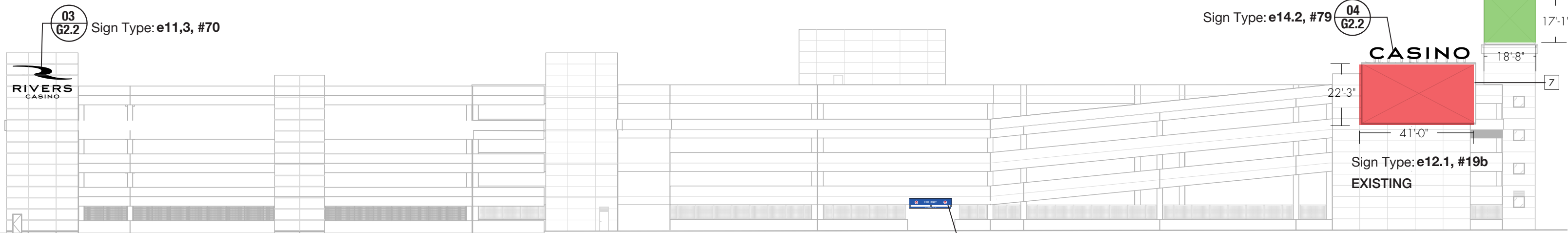
- EXISTING SIGN
- NEW SIGN
- EXISTING TO BE REPLACED

MARK	TYPE	DESCRIPTION	Status
1	B1	VEHICLE DIRECTION - PRIMARY	EXISTING TO BE REPLACED
2	B2	VEHICLE DIRECTION - SECONDARY	EXISTING TO BE REPLACED
3	B3	PEDESTRIAN DIRECTION- TERTIARY	EXISTING TO BE REPLACED
4a	e12.1	DIGITAL PRINTED MURAL	EXISTING SIGN
5	e8.1	DURATRANS LIGHTBOX	EXISTING SIGN
6	e12.3	LED VIDEO SIGNAGE	NEW- LED SIGN
7	e12.2	DIGITAL PRINTED MURAL	EXISTING SIGN
8	e12.3	LED VIDEO SIGNAGE	NEW- LED SIGN
9	e11.2	FLAT CUTOUT TYPE (EMPLOYEE ENTRY)	EXISTING SIGN
10	e14.2	INTERNALLY ILLUMINATED TYPE (CASINO NAME)	EXISTING SIGN
11	B2	VEHICLE DIRECTION - SECONDARY	EXISTING TO BE REPLACED
13	e12.2	DIGITAL PRINTED MURAL	EXISTING SIGN
14	e12.2	DIGITAL PRINTED MURAL	EXISTING SIGN
15	e12.3	LED VIDEO SIGNAGE	NEW- LED SIGN
16	e12.3	LED VIDEO SIGNAGE	NEW- LED SIGN
17	e12.3	LED VIDEO SIGNAGE	NEW- LED SIGN
18	e4.1	ILLUMINATED PARKING SIGN	EXISTING SIGN
19b	e12.1	LED MONITOR	EXISTING- LED SIGN
20	D81	CLEARANCE BAR	NEW SIGN
21	B2	VEHICLE DIRECTION - SECONDARY	EXISTING TO BE REPLACED
24	A10	BUILDING IDENTITY - PRIMARY	NEW SIGN
26	e4.1	ILLUMINATED PARKING SIGN	EXISTING SIGN
28a	e8.1	DURATRANS LIGHTBOX	EXISTING SIGN
28b	e8.1	DURATRANS LIGHTBOX	EXISTING SIGN
28c	e8.1	DURATRANS LIGHTBOX	EXISTING SIGN
30	B2	VEHICLE DIRECTION - SECONDARY	EXISTING TO BE REPLACED
31	e9.1	FLAT CUTOUT TYPE (CASINO NAME)	EXISTING SIGN
33a	e8.1	DURATRANS LIGHTBOX	EXISTING SIGN
33b	e8.1	DURATRANS LIGHTBOX	EXISTING SIGN
35	e14.2	INTERNALLY ILLUMINATED TYPE (CASINO NAME)	EXISTING SIGN
36	B2	VEHICLE DIRECTION - SECONDARY	EXISTING TO BE REPLACED
40	A30	VALET IDENTITY	NEW SIGN
41	A32	BUS DROP IDENTITY	NEW SIGN
42	B2	VEHICLE DIRECTION - SECONDARY	EXISTING TO BE REPLACED
43	B2	VEHICLE DIRECTION - SECONDARY	NEW SIGN
44	B1	VEHICLE DIRECTION - PRIMARY	EXISTING TO BE REPLACED
45	B1	VEHICLE DIRECTION - PRIMARY	EXISTING TO BE REPLACED
46	B3	PEDESTRIAN DIRECTION- TERTIARY	EXISTING TO BE REPLACED
47	B2	VEHICLE DIRECTION - SECONDARY	EXISTING TO BE REPLACED
48	e6.1	FLAT CUTOUT TYPE	EXISTING SIGN
49	e6.1	FLAT CUTOUT TYPE	EXISTING SIGN
50	e6.1	FLAT CUTOUT TYPE	EXISTING SIGN
51	e6.1	FLAT CUTOUT TYPE	EXISTING SIGN
52	e7.1	F.E.C SIGN	EXISTING SIGN
54	A5	MONUMENT SIGN - PRIMARY	EXISTING- LED SIGN TO BE REPLACED
57	B3	PEDESTRIAN DIRECTION- TERTIARY	EXISTING TO BE REPLACED
58	B2	VEHICLE DIRECTION - SECONDARY	EXISTING TO BE REPLACED
59	B2	VEHICLE DIRECTION - SECONDARY	NEW SIGN
60	B3	PEDESTRIAN DIRECTION- TERTIARY	NEW SIGN
61	B3	PEDESTRIAN DIRECTION- TERTIARY	NEW SIGN
62	B3	PEDESTRIAN DIRECTION- TERTIARY	EXISTING TO BE REPLACED
63	B3	PEDESTRIAN DIRECTION- TERTIARY	NEW SIGN
64a	B80	VEHICLE DIRECTIONAL - OVERHEAD	NEW SIGN
64b	B80	VEHICLE DIRECTIONAL - OVERHEAD	NEW SIGN
65a	D81	CLEARANCE BAR	NEW SIGN
65b	D81	CLEARANCE BAR	NEW SIGN
66	B10	DIRECTION WALL MOUNTED	NEW SIGN
67	A34	RIDE SHARE IDENTITY	NEW SIGN
68	A35	BUS DROP OFF IDENTITY	NEW SIGN
69	e11.3	IDENTITY LETTERS	EXISTING SIGN
70	e11.3	IDENTITY LETTERS	EXISTING SIGN
71	e11.3	IDENTITY LETTERS	EXISTING SIGN
73	e12.3	LED VIDEO SIGNAGE	NEW- LED SIGN
74	e12.3	LED VIDEO SIGNAGE	NEW- LED SIGN
75	A01	BUILDING IDENTITY	NEW SIGN
76	e12.3	LED VIDEO SIGNAGE	NEW- LED SIGN
77	e14.2	INTERNALLY ILLUMINATED TYPE (CASINO NAME)	EXISTING SIGN
78	e14.2	INTERNALLY ILLUMINATED TYPE (CASINO NAME)	EXISTING SIGN
79	e14.2	INTERNALLY ILLUMINATED TYPE (CASINO NAME)	EXISTING SIGN
80	E1	ROOF PAINTED SIGN	EXISTING SIGN
81	A14	VALET BLADE IDENTITY	NEW SIGN
83	B3	PEDESTRIAN DIRECTION- TERTIARY	NEW SIGN
84	B3	PEDESTRIAN DIRECTION- TERTIARY	DELETED
85	E2	VINYL IDENTITY	NEW SIGN
86	e4.1a	ILLUMINATED PARKING SIGN	NEW SIGN
87	A80	LIGHT POLE SIGN	EXISTING SIGN
88	A80	LIGHT POLE SIGN	EXISTING SIGN
89	A80	LIGHT POLE SIGN	EXISTING SIGN
90	A80	LIGHT POLE SIGN	EXISTING SIGN
91	A80	LIGHT POLE SIGN	EXISTING SIGN
92	A80	LIGHT POLE SIGN	EXISTING SIGN
93	A80	LIGHT POLE SIGN	EXISTING SIGN
94	A80	LIGHT POLE SIGN	EXISTING SIGN
95	A80	LIGHT POLE SIGN	EXISTING SIGN
96	A80	LIGHT POLE SIGN	EXISTING SIGN
97	A80	LIGHT POLE SIGN	EXISTING SIGN
98	A80	LIGHT POLE SIGN	EXISTING SIGN
99	A80	LIGHT POLE SIGN	EXISTING SIGN
100	A80	LIGHT POLE SIGN	EXISTING SIGN
101	A80	LIGHT POLE SIGN	EXISTING SIGN
102	A80	LIGHT POLE SIGN	EXISTING SIGN
103	A80	LIGHT POLE SIGN	EXISTING SIGN
104	A80	LIGHT POLE SIGN	EXISTING SIGN
105	A80	LIGHT POLE SIGN	EXISTING SIGN
106	A80	LIGHT POLE SIGN	EXISTING SIGN
107	A80	LIGHT POLE SIGN	EXISTING SIGN





**1 CASINO BUILDING - NORTH ELEVATION**  
SCALE: 1/32"=1'-0"



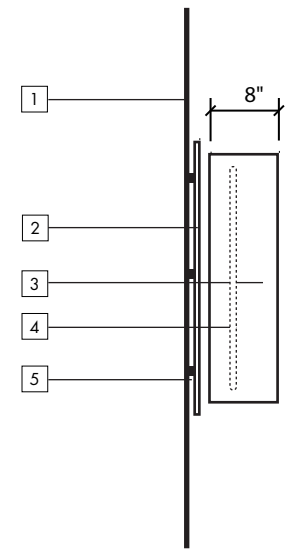
**2 GARAGE - NORTH ELEVATION**  
SCALE: 1/32"=1'-0"

NOTES:

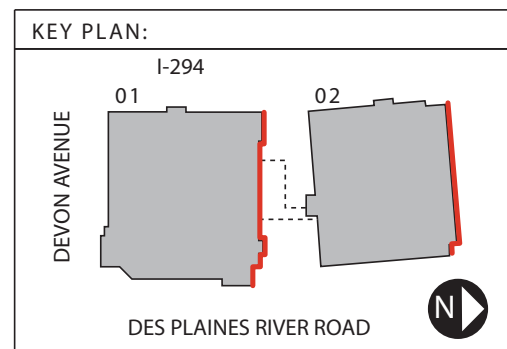
- 1 WALL
- 2 1/2" THK. ALUM. BACKER PAINTED TO PROVIDE CONTRAST WITH BACKGROUND.
- 3 SEAMLESS, STAINLESS STEEL FABRICATED TYPE W/ SATIN GRAIN FINISH.
- 4 WHITE LED'S
- 5 POST MOUNTED OFF BUILDING FACE
- 6 DIGITAL PRINTED MURAL ON EXTERIOR GRADE MATERIAL MOUNTED TO RIGID ALUM EXTRUDED FRAME.
- 7 LARGE FORMAT LED VIDEO SCREEN CHANGABLE PERIDOT GUIDELINES

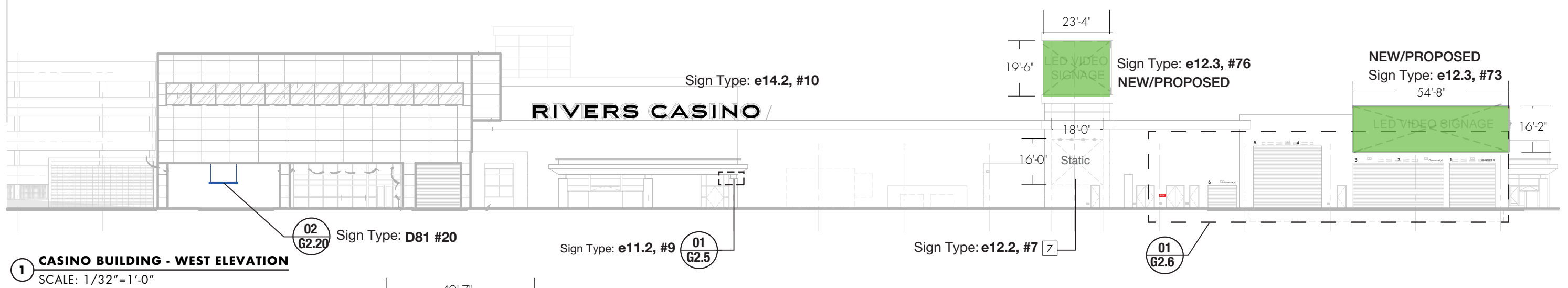


**3 ENLARGED ELEVATION WALL MOUNTED TYPE**  
SCALE: 1/2"=1'-0"

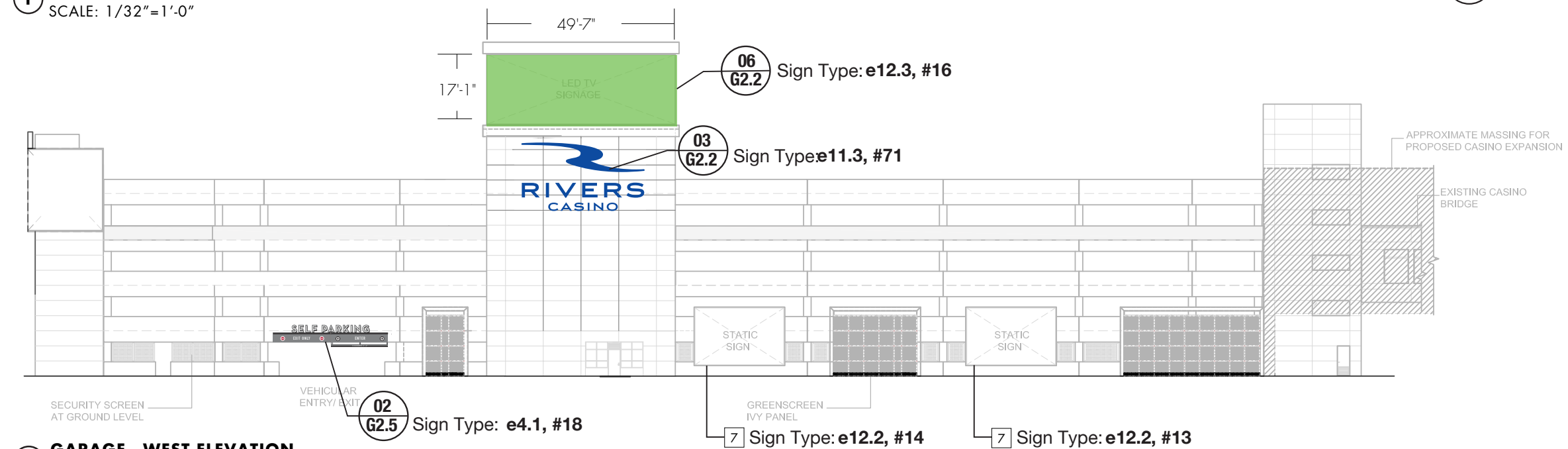


**4 ENLARGED ELEVATION WALL MOUNTED TYPE**  
SCALE: 1/2"=1'-0"

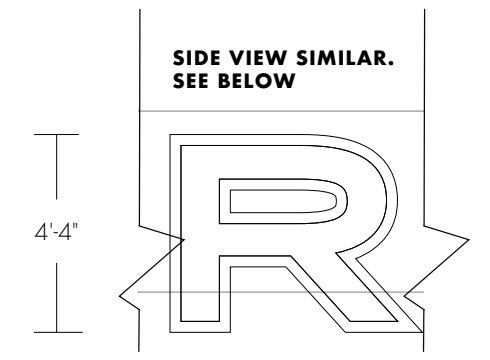




**1 CASINO BUILDING - WEST ELEVATION**  
SCALE: 1/32"=1'-0"

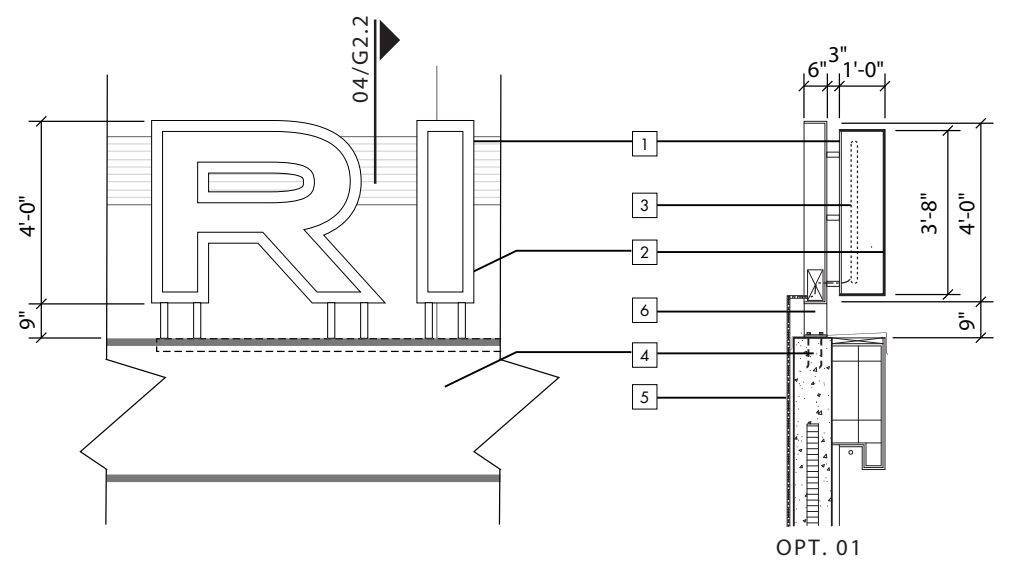


**2 GARAGE - WEST ELEVATION**  
SCALE: 1/32"=1'-0"



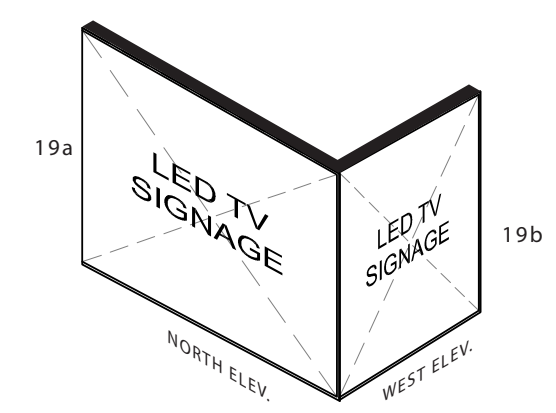
**3 ENLARGED ELEVATION WALL MOUNTED TYPE**  
SCALE: 1/4"=1'-0"

- NOTES:
- 1 1/2" THK. ALUM. BACKER PAINTED TO PROVIDE CONTRAST WITH BACKGROUND.
  - 2 INTERNALLY ILLUMINATED AND BACK LIT W/ LED, SEAMLESS S.S. FABRICATED TYPE W/ SATIN GRAIN FINISH.
  - 3 WHITE LED'S
  - 4 BUILDING PARAPET
  - 5 CONCEALED POWER
  - 6 FABRICATED MTL. ARMATURE W/ POWDER COAT PAINT FINISH
  - 7 DIGITAL PRINTED MURAL ON EXTERIOR GRADE MATERIAL MOUNTED TO RIGID ALUM EXTRUDED FRAME. FACE LIT

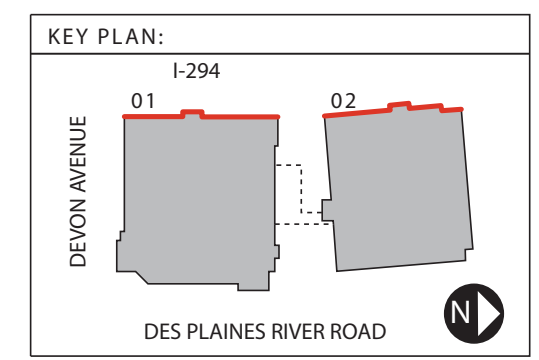


**4 ENLARGED ELEVATION WALL MOUNTED TYPE**  
SCALE: 1/4"=1'-0"

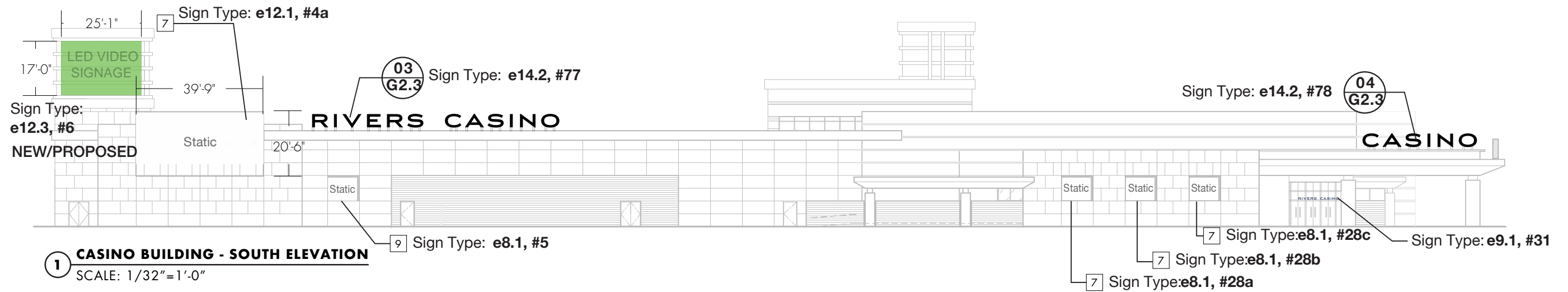
**5 ENLARGED ELEVATION WALL MOUNTED TYPE**  
SCALE: 1/4"=1'-0"



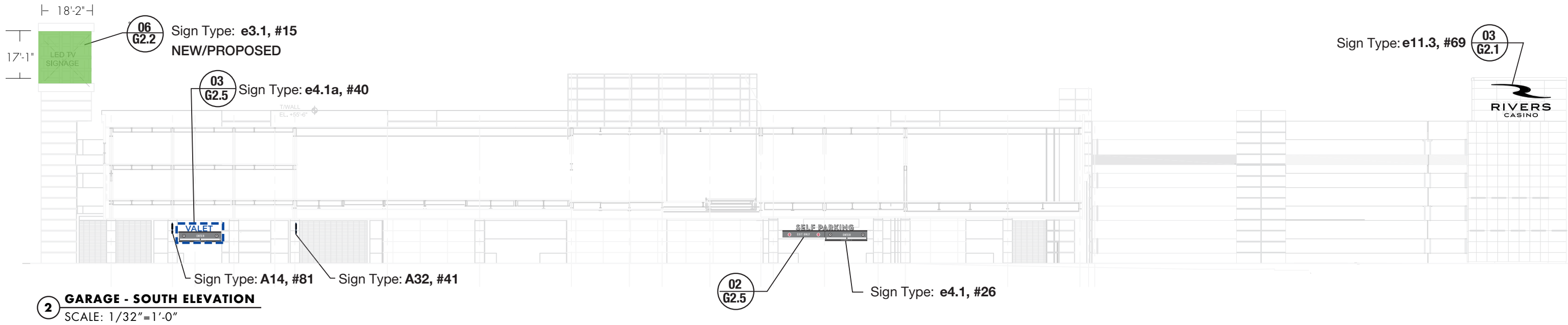
**6 AXON/CORNER WRAPPED DIGITAL DISPLAY**  
SCALE: NTS







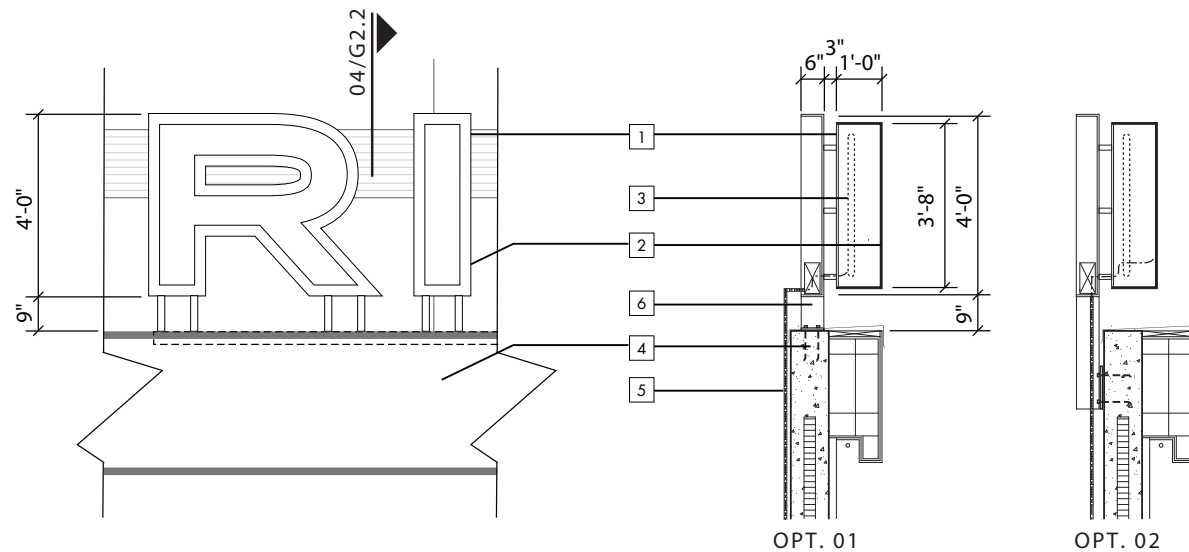
**1 CASINO BUILDING - SOUTH ELEVATION**  
SCALE: 1/32"=1'-0"



**2 GARAGE - SOUTH ELEVATION**  
SCALE: 1/32"=1'-0"

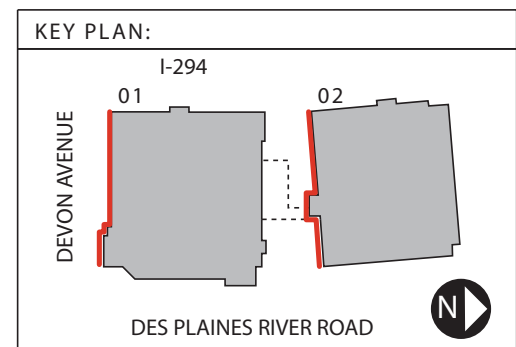
**NOTES:**

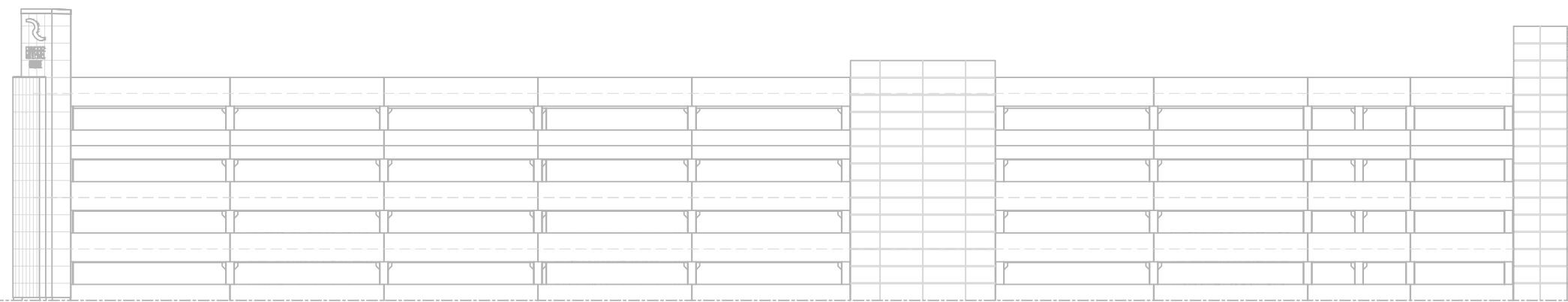
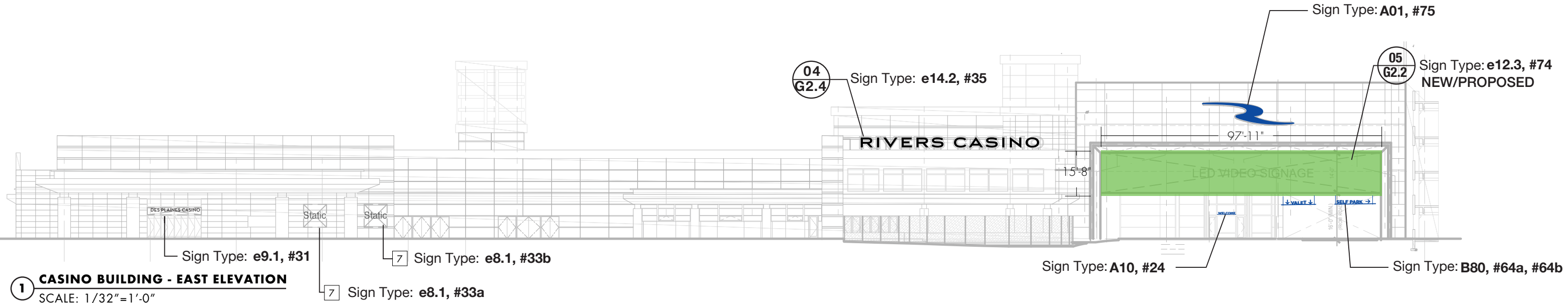
- 1 1/2" THK. ALUM. BACKER PAINTED TO PROVIDE CONTRAST WITH BACKGROUND.
- 2 INTERNALLY ILLUMINATED AND BACK LIT W/ LED, SEAMLESS S.S. FABRICATED TYPE W/ SATIN GRAIN FINISH.
- 3 WHITE LED'S
- 4 BUILDING PARAPET
- 5 CONCEALED POWER
- 6 FABRICATED MTL. ARMATURE W/ POWDER COAT PAINT FINISH
- 7 DIGITAL PRINTED MURAL ON EXTERIOR GRADE MATERIAL MOUNTED TO RIGID ALUM EXTRUDED FRAME. FACE LIT



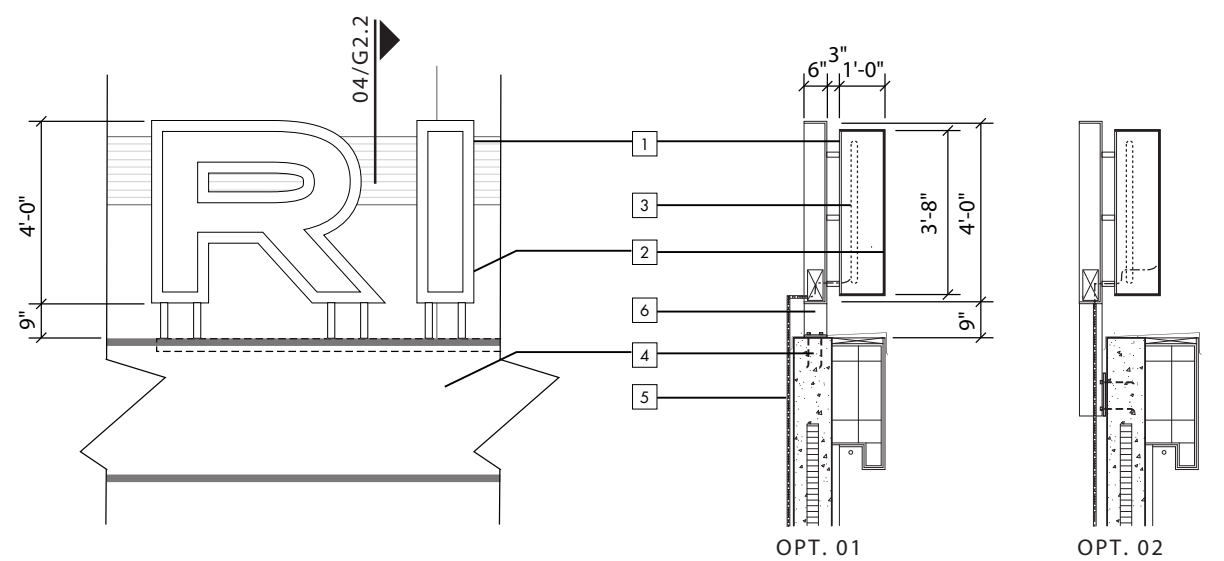
**4 ENLARGED ELEVATION WALL MOUNTED TYPE**  
SCALE: 1/4"=1'-0"

**5 ENLARGED ELEVATION WALL MOUNTED TYPE**  
SCALE: 1/4"=1'-0"



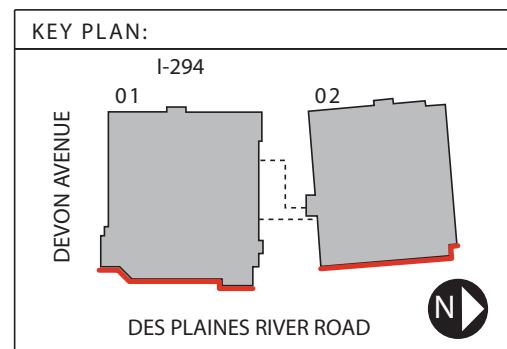


- NOTES:
- 1 1/2" THK. ALUM. BACKER PAINTED TO PROVIDE CONTRAST WITH BACKGROUND.
  - 2 INTERNALLY ILLUMINATED AND BACK LIT W/ LED, SEAMLESS S.S. FABRICATED TYPE W/ SATIN GRAIN FINISH.
  - 3 WHITE LED'S
  - 4 BUILDING PARAPET
  - 5 CONCEALED POWER
  - 6 FABRICATED MTL. ARMATURE W/ POWDER COAT PAINT FINISH
  - 7 DIGITAL PRINTED MURAL ON EXTERIOR GRADE MATERIAL MOUNTED TO RIGID ALUM EXTRUDED FRAME. FACE LIT



**4 ENLARGED ELEVATION WALL MOUNTED TYPE** SCALE: 1/4"=1'-0"

**5 ENLARGED ELEVATION WALL MOUNTED TYPE** SCALE: 1/4"=1'-0"



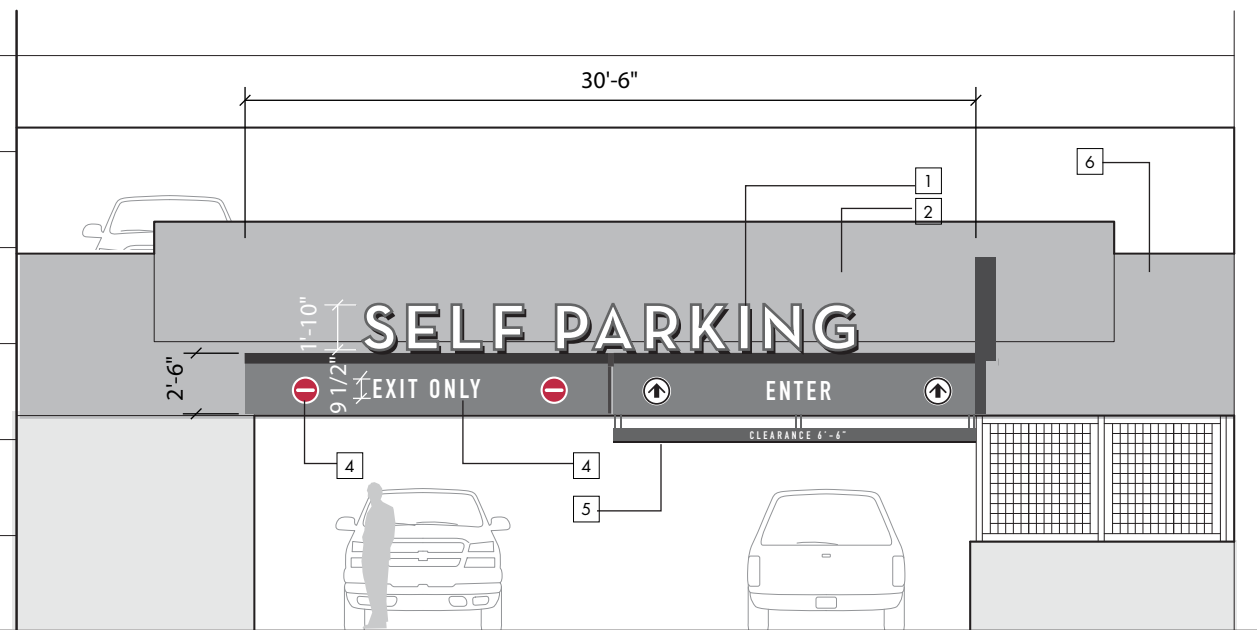
NOTES:

- 1 CHANNEL LETTERS FRONT & REVERSE ILLUMINATED, HIGHER LIGHT LEVEL ON FRONT FACE W/ REDUCED LIGHT LEVEL ON REVERSE SURFACE.
- 2 PAINTED ALUM. SIGN CABINET W/ REVEAL FRAME.
- 3 MOUNT TO HORZ. METAL SUPPORTS PROVIDED BY G.C.
- 4 USE LED WHITE LIGHTS FOR LETTERS.
- 5 3/8" THK. FCO TYPE 13" CAP. HGT. W/ PAINT FIN., COLOR **NO.2**, PIN MOUNTED TO HORZ. TUBE SUPPORT.  
CUSTOM **2 COLOR** GLOSS FIN, ARROW, PIN MOUNTED TO TUBE.
- 6 1.5" X 3" SQ. ALUM. TUBE W/ 90 DEGREE RETURN WELDED & GROUND SMOOTH, PROVIDE END CAPS. PAINT COLOR NO.2 SEMI GLOSS.



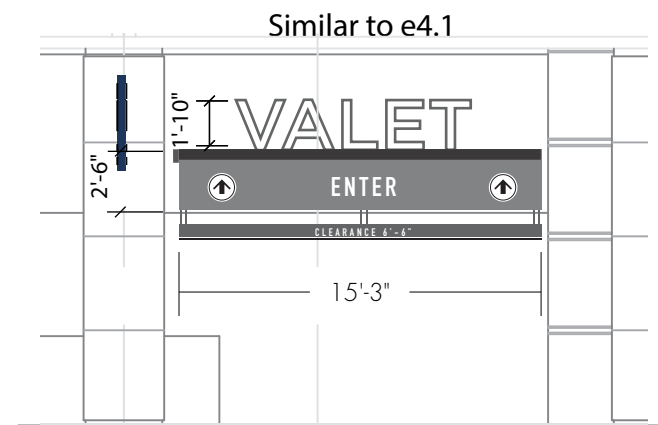
SIGN TYPE: e11.2

1 ISOMETRIC VIEW / SIGN TYPE e11.2  
SCALE: NTS



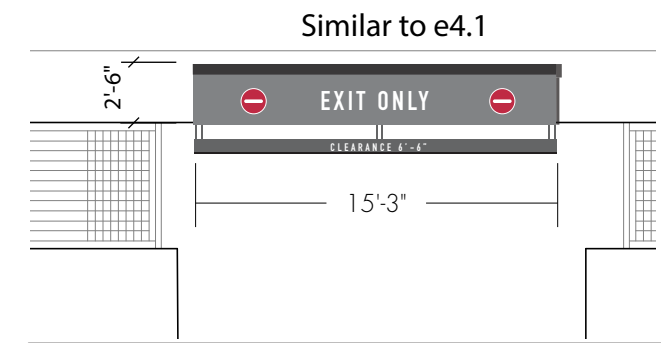
QUANTITY: (01) #26

2 ENLARGED GARAGE SOUTH ELEVATIONS SIGN GYPE e4.1  
SCALE: 1/8"=1'-0"



QUANTITY: (01) #40

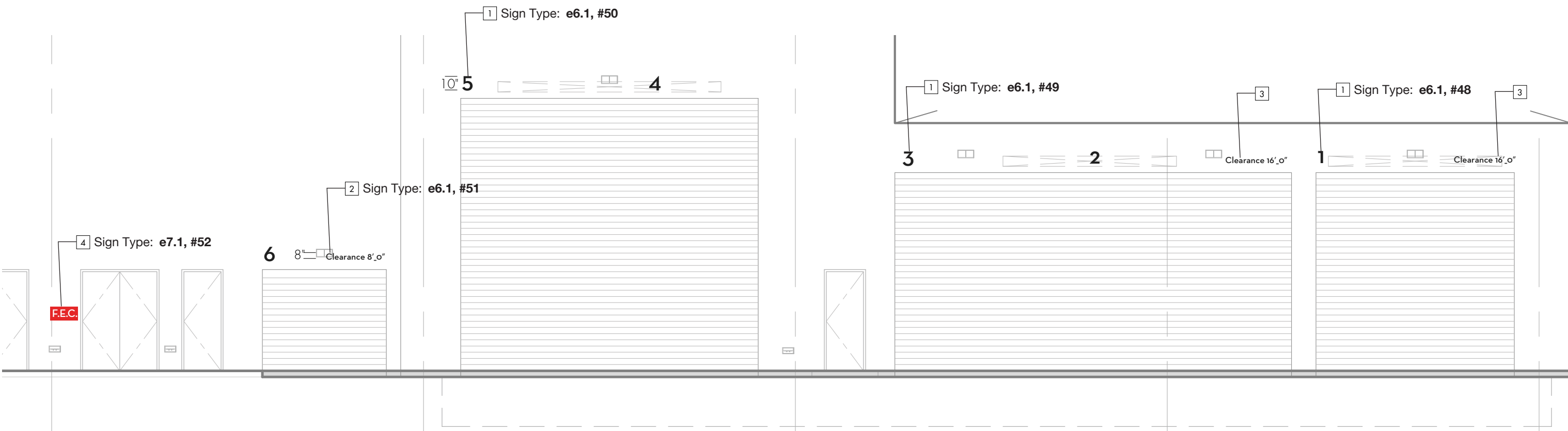
3 ENLARGED GARAGE SOUTH ELEVATIONS SIGN GYPE e4.1a  
SCALE: 1/8"=1'-0"



QUANTITY: (01) #86

NOTES:

- 1 REVERSE CHANNEL LETTERS
- 2 METAL SIGN CARRIER
- 3 TUBE STEEL ARMITURE
- 4 FLAT CUT-OUT TYPE / SYMBOLS 1/4" THK. PAINTED
- 5 CUSTOM CLEARANCE BAR WITH SOILD BUBBER BUMPER
- 6 PAINTED CONCRETE
- 7 LED SIGN IN CUSTOM CABINETS
- 8 METAL SIGN CARRIER TUBE AND WATER JET CUT FLAT STOCK FRAME W PAINT FINISH.



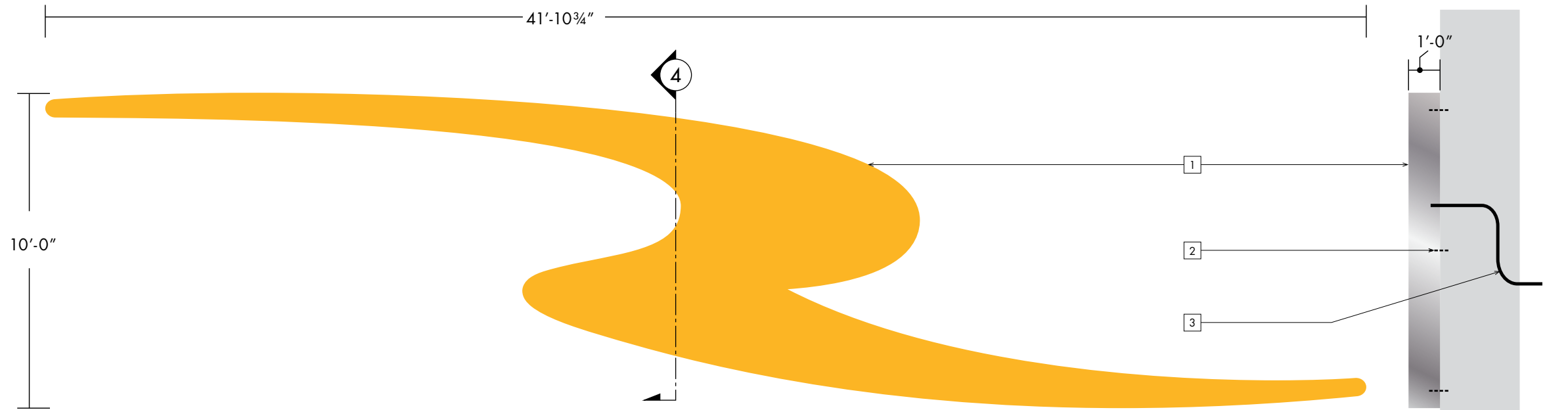
**1 PARTIAL WEST BUILDING/ LOADING DOCKS / SIGN TYPE e6.1 & e7.1**  
 SCALE: 1/8"=1'-0"

- NOTES:
- 1 FABRICATED STAINLESS STEEL LETTERS FLUSH MOUNTED TO BUILDING 10" X 1.5" NO. 4 VERTICAL GRAIN FIN.
  - 2 FABRICATED STAINLESS STEEL LETTERS FLUSH MOUNTED TO BUILDING 8" X 1.0" NO. 4 VERTICAL GRAIN FIN.
  - 3 FLAT CUT-OUT STAINLESS STEEL TYPE, GLASS BEAD BLASTED. 7" X 1/4" THK. MOUNTED FLUSH TO BUILDING.
  - 4 PAINTED ALUM. PLAQUE (RED) W/ WHITE 3M REFLECTIVE VDC FOR GRAPHIC INFORMATION. 12" X 18" X 1/8"

**A01 BUILDING IDENTITY - PRIMARY**

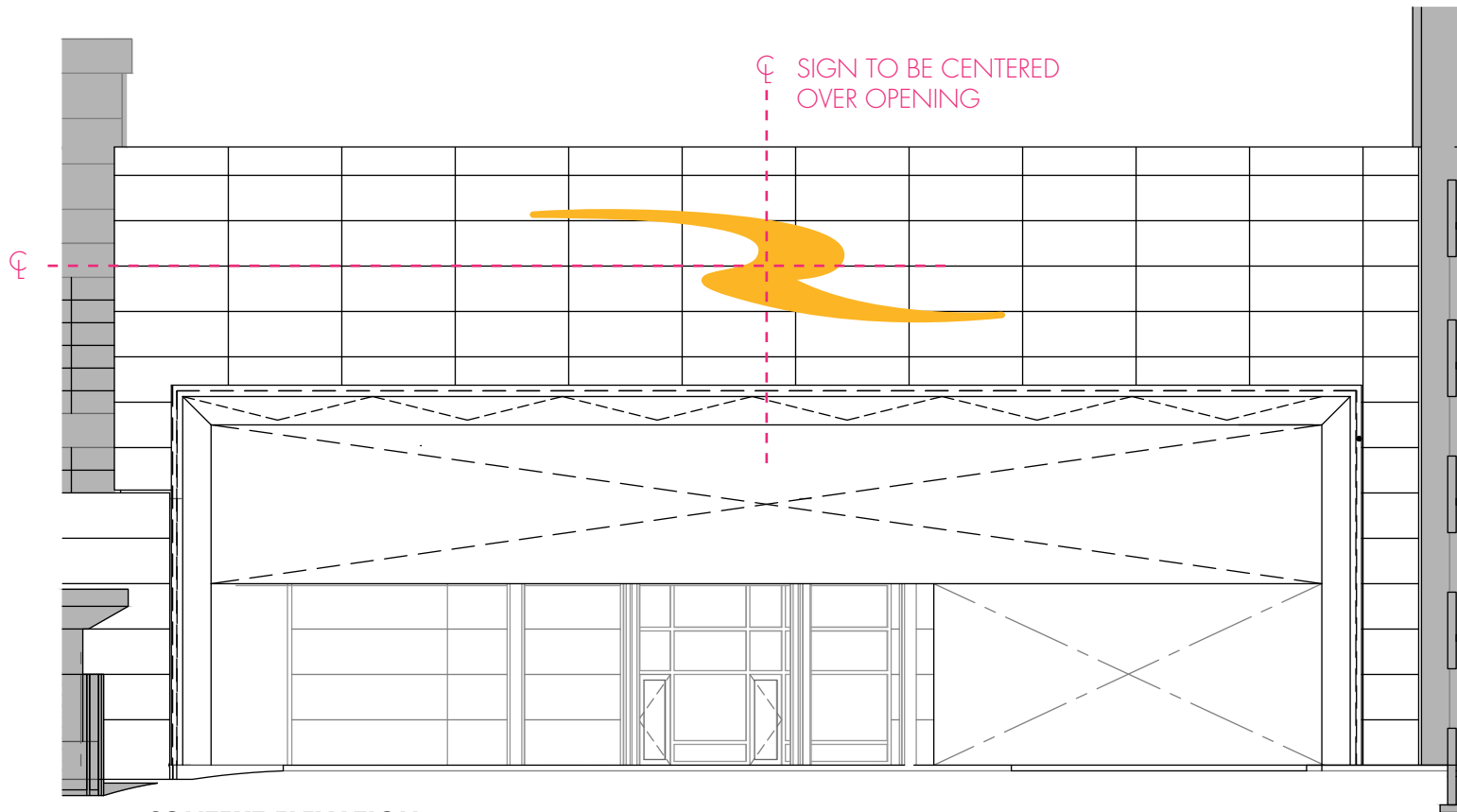
- 1. Logo:** Custom fabricated flex face letters & symbol w/ brushed aluminum returns. Include internal structure to provide rigidity.
- 2. Mounting:** Entire sign assembly mechanically anchored into architecture. Coordinate w/ general contractor on attachments. Coordinate w/ structural engineer for support structure. Conceal all electrical conduits, fasteners, hardware (unless where noted) etc. Fabricator to provide all attachments.
- 3. Electrical:** Coordinate power supplies, locations & requirements/limitations.

**Additional Notes:**  
Sign is single sided and illuminated.

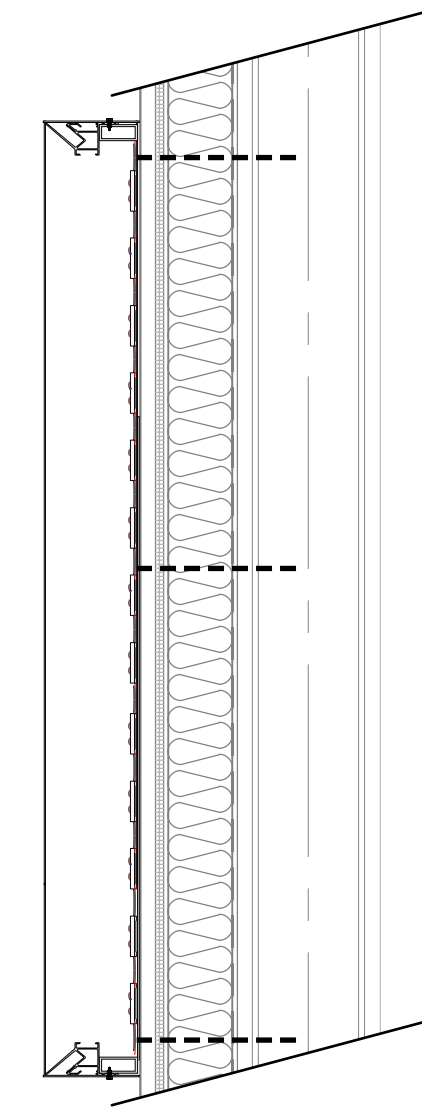


**2** **DETAIL ELEVATION**  
SCALE: 1/4"=1'-0"

**3** **SIDE VIEW**  
SCALE: 1/4"=1'-0"

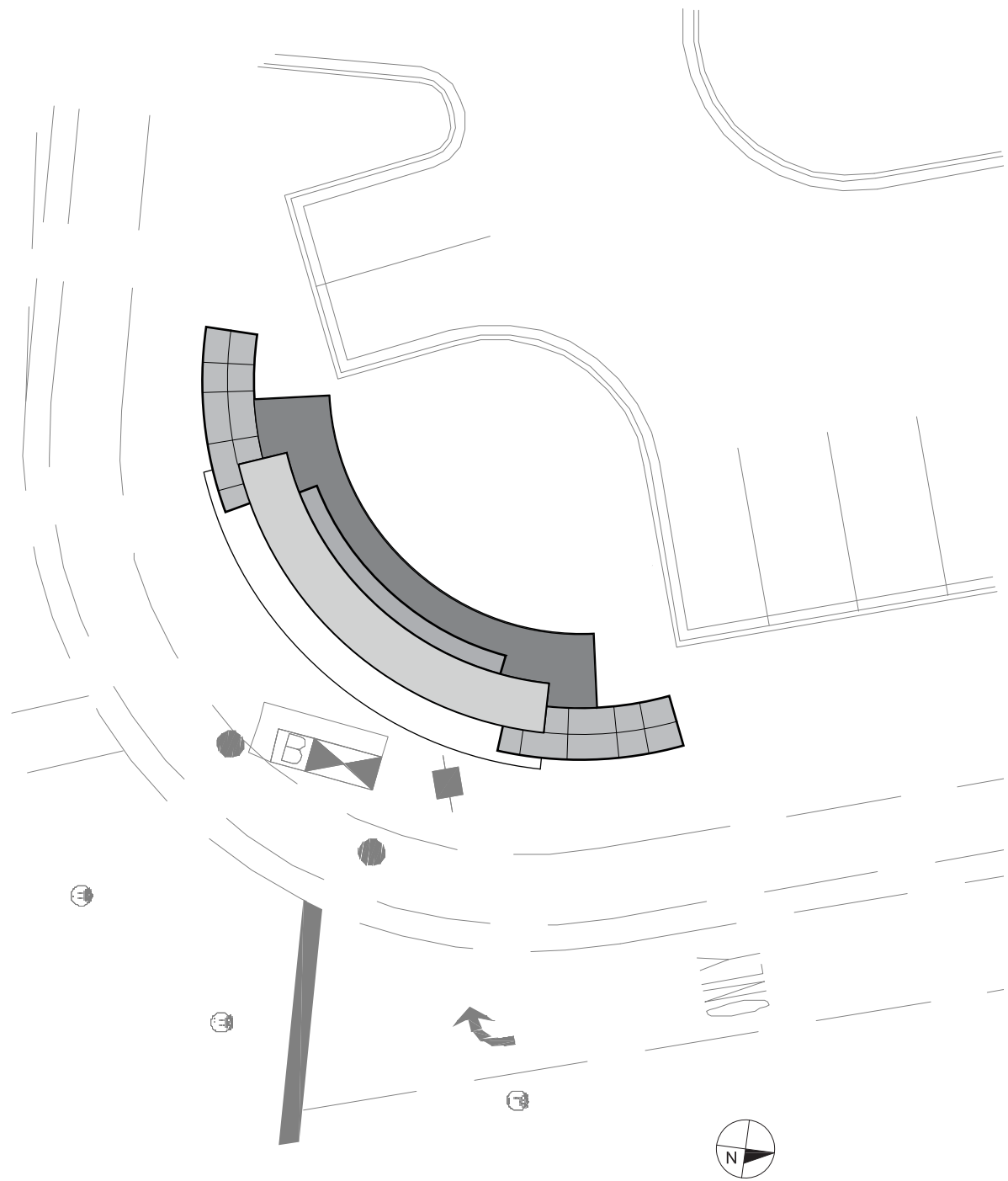


**1** **CONTEXT ELEVATION**  
SCALE: 1/16"=1'-0"



**4** **SECTION VIEW**  
SCALE: 1/2"=1'-0"





**02** | PLAN / CORNER MONUMENT SIGN  
SCALE: 1/8" = 1'-0"



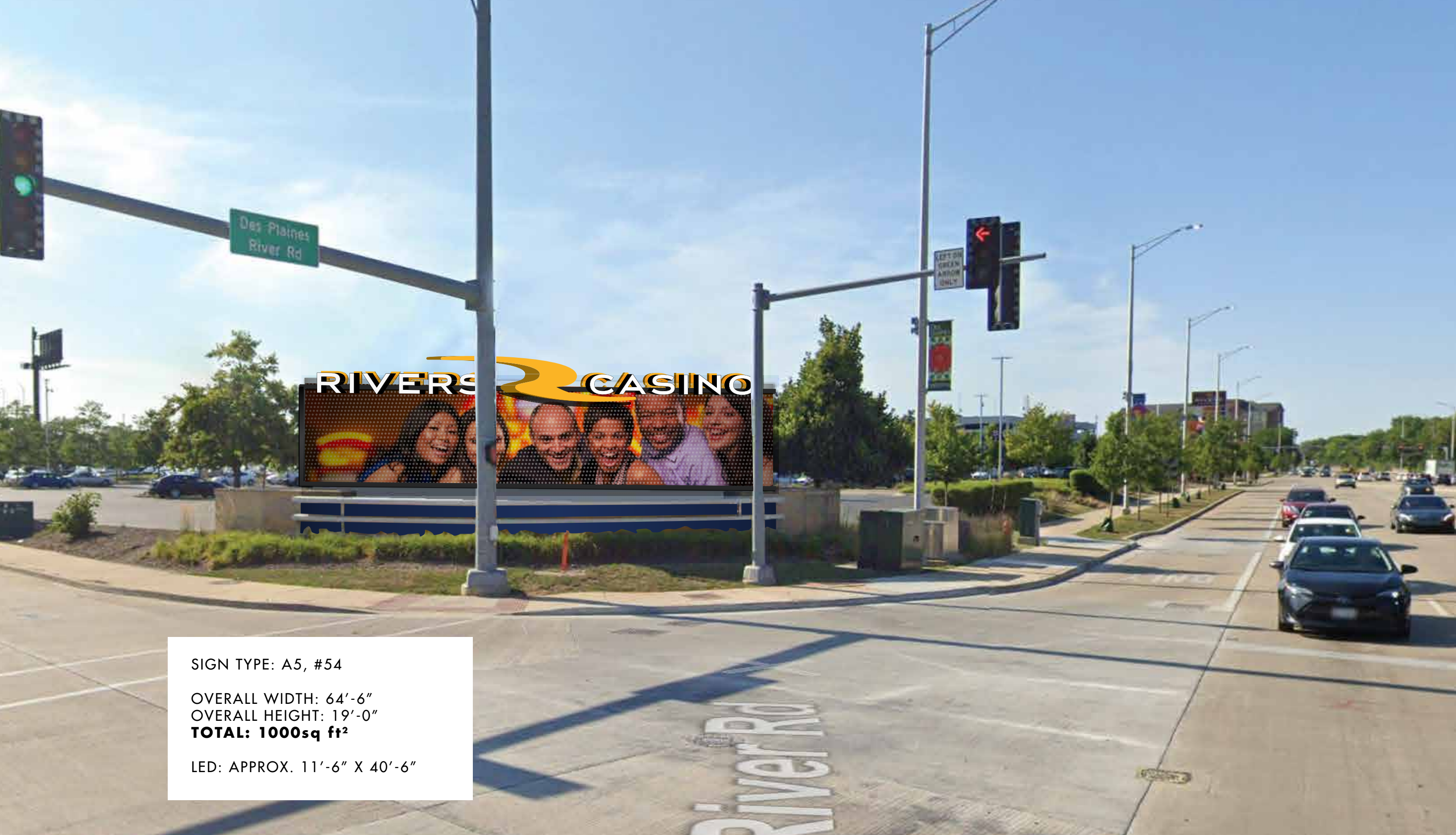
SIGN TYPE: e1.2, #54

OVERALL WIDTH: 64'-6"

OVERALL HEIGHT: 19'-0"

**TOTAL: 1000sq ft<sup>2</sup>**





SIGN TYPE: A5, #54

OVERALL WIDTH: 64'-6"

OVERALL HEIGHT: 19'-0"

**TOTAL: 1000sq ft<sup>2</sup>**

LED: APPROX. 11'-6" X 40'-6"



**A10 ENTRANCE IDENTITY**

1. **Letters:** Custom fabricated acrylic letters w/ 1/2" formed backplate (Refer Bitro Resno Letter Face & Side Illumination series - RS-AC-FS2). Backer of letters to extend beyond white letters by 1/2" and painted to match PMS 534C. Integrate dimmer for on-site lighting adjustments.
2. **Support Bar:** 3" thk custom-fabricated metal support bar painted to match PMS 534C. Coordinate depth of bar with door hardware an/or mullions.
3. **Mounting:** Individual sign letters mechanically anchored into architecture. Provide additional blocking or expansion anchors to ensure secure mounting. Coordinate w/ general contractor on attachments. Conceal all electrical conduits, fasteners, hardware (unless where noted) etc.
4. **Electrical:** Coordinate power supplies, locations & requirements/limitations.

**Additional Notes:**

Sign is single sided and illuminated.



**REFERENCE IMAGE**



**A14 VALET IDENTITY - BLADE**

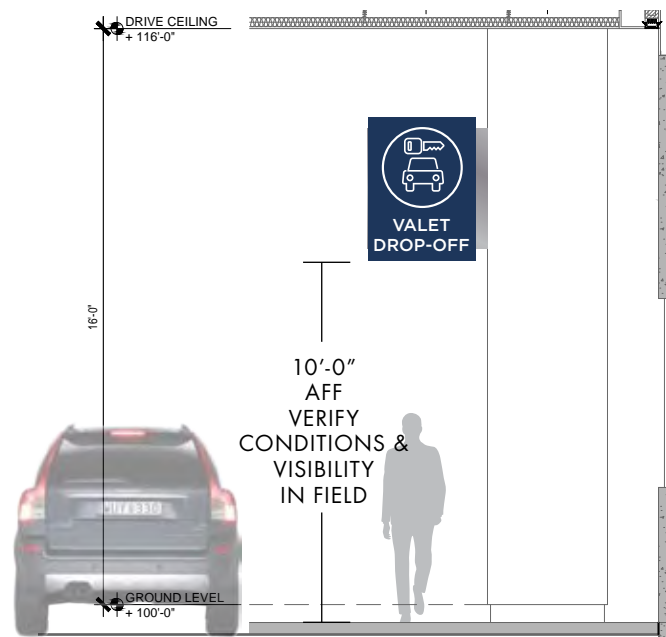
- Primary Sign Cabinet:** Custom fabricated aluminum sign cabinet painted to match PMS 534C.
- Inset:** Inset painted to match MPC Ultra Low VOC Pale Silver Metallic MP18073.
- Dimensional Symbol:** Cut-out pushed through white acrylic arrows and letters; internally illuminated via LEDs.
- Structure:** Provide interior engineered tube steel/aluminum structure.
- Electrical:** Coordinate power supplies, locations & requirements/limitations.
- Mounting:** Entire sign assembly mechanically anchored through architectural column covers and into existing steel column. Coordinate with site/built conditions.

**Additional Notes:** Sign fabricator to engineer all components & coordinate w/ all related trades, disciplines.

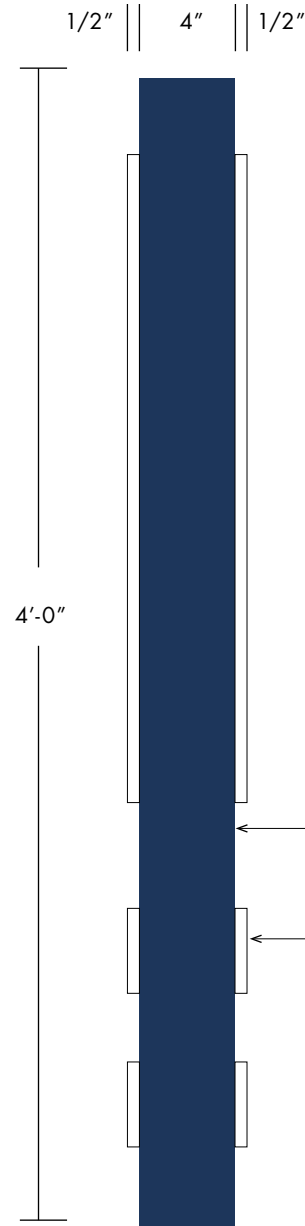
Coordinate all dimensions & field verify all existing conditions per each sign location prior to fabrication/ installation to confirm that all locations can accept signage as designed.

Confirm all messaging w/ owner & provide all layouts before fabrication.

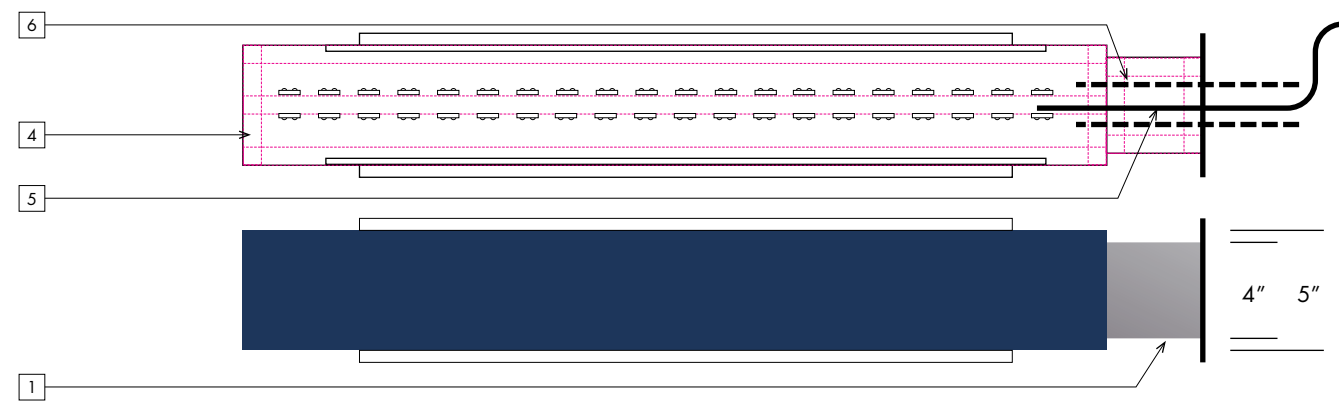
Sign is double sided, and illuminated.



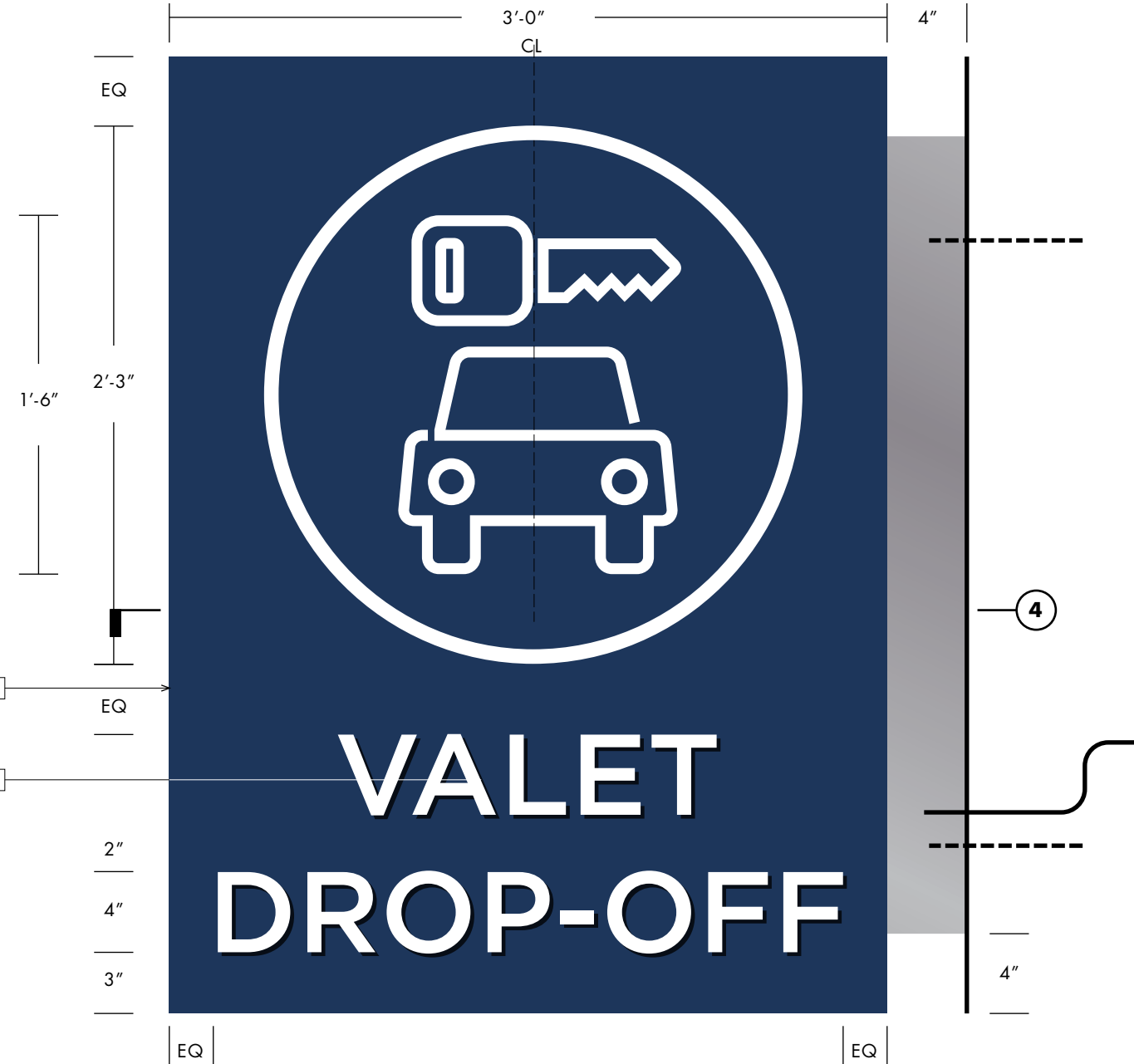
**1 CONTEXT ELEVATION**  
SCALE: 3/16"=1'-0"



**2 SIDE (LHS)**  
SCALE: 1 1/2"=1'-0"



**4 PLAN & SECTION**  
SCALE: 1 1/2"=1'-0"



**3 ELEVATION**  
SCALE: 1 1/2"=1'-0"

**A30 VALET IDENTITY**

- Letters & Symbol:** 2" thk fabricated aluminum sign letters and symbol w/ acrylic face featuring perforated blue vinyl. Sign letters to appear blue by day, lit white at night. Blue vinyl to match PMS 534C
- Support Bar:** Metal support bar painted to match PMS 534C.
- Mounting:** Mechanically anchored into scheduled architectural ceilings with w/ VHB tape, silicone, and threaded studs; no exposed fasteners or seams - coordinate fastener type w/ sign location ceiling construction.
- Electrical:** Coordinate power supplies, locations & requirements/limitations.

**Additional Notes:**

Sign is single sided and illuminated.

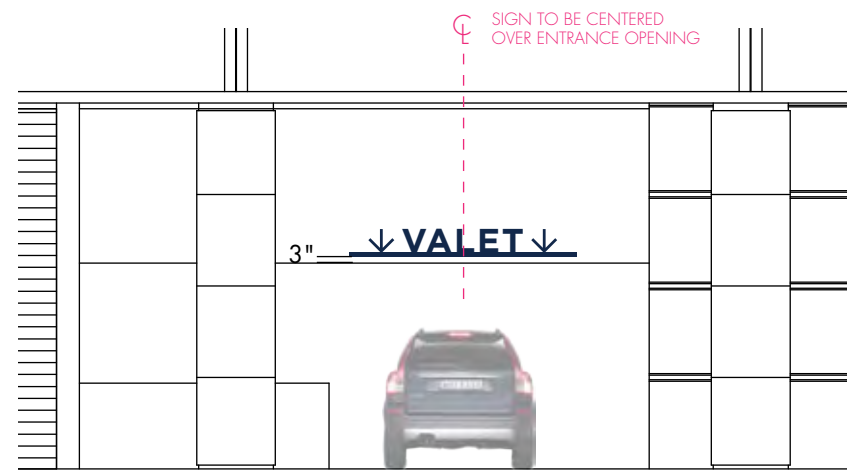


**REFERENCE IMAGE**



**1** **DETAIL ELEVATION**  
SCALE: 1"=1'-0"

**2** **SIDE VIEW**  
SCALE: 1"=1'-0"



**1** **DETAIL ELEVATION**  
SCALE: 1/8"=1'-0"



**A32 BUS DROP-OFF IDENTITY (OVERSIZE)**

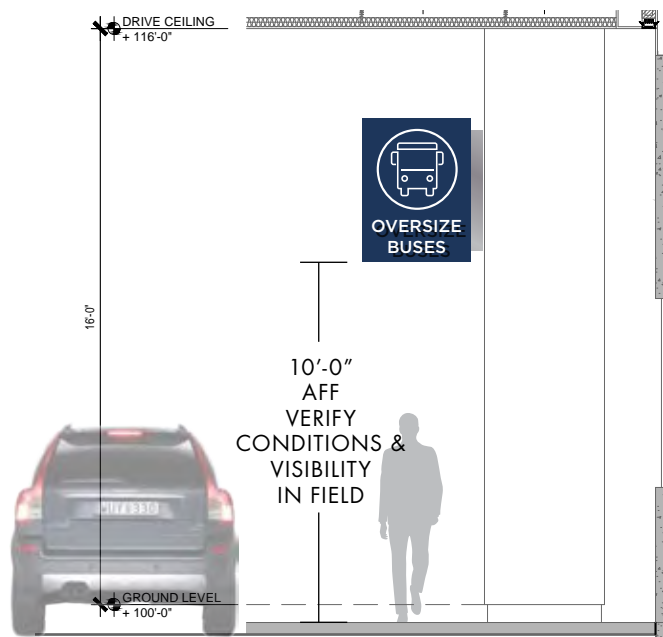
- Primary Sign Cabinet:** Custom fabricated aluminum sign cabinet painted to match PMS 534C.
- Inset:** Inset painted to match MPC Ultra Low VOC Pale Silver Metallic MP18073.
- Dimensional Symbol:** Cut-out pushed through white acrylic arrows and letters; internally illuminated via LEDs.
- Structure:** Provide interior engineered tube steel/aluminum structure.
- Electrical:** Coordinate power supplies, locations & requirements/limitations.
- Mounting:** Entire sign assembly mechanically anchored through architectural column covers and into existing steel column. Coordinate with site/built conditions.

**Additional Notes:** Sign fabricator to engineer all components & coordinate w/ all related trades, disciplines.

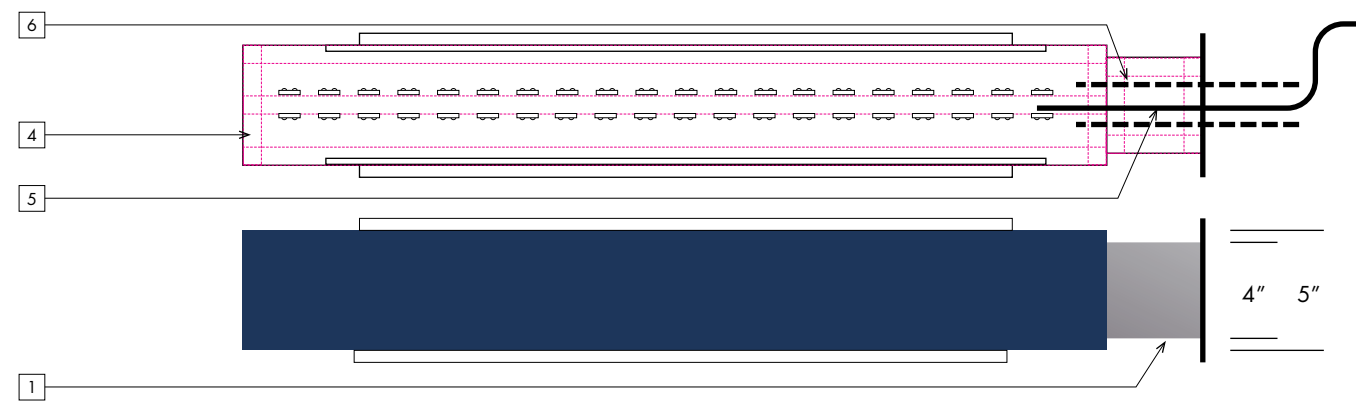
Coordinate all dimensions & field verify all existing conditions per each sign location prior to fabrication/ installation to confirm that all locations can accept signage as designed.

Confirm all messaging w/ owner & provide all layouts before fabrication.

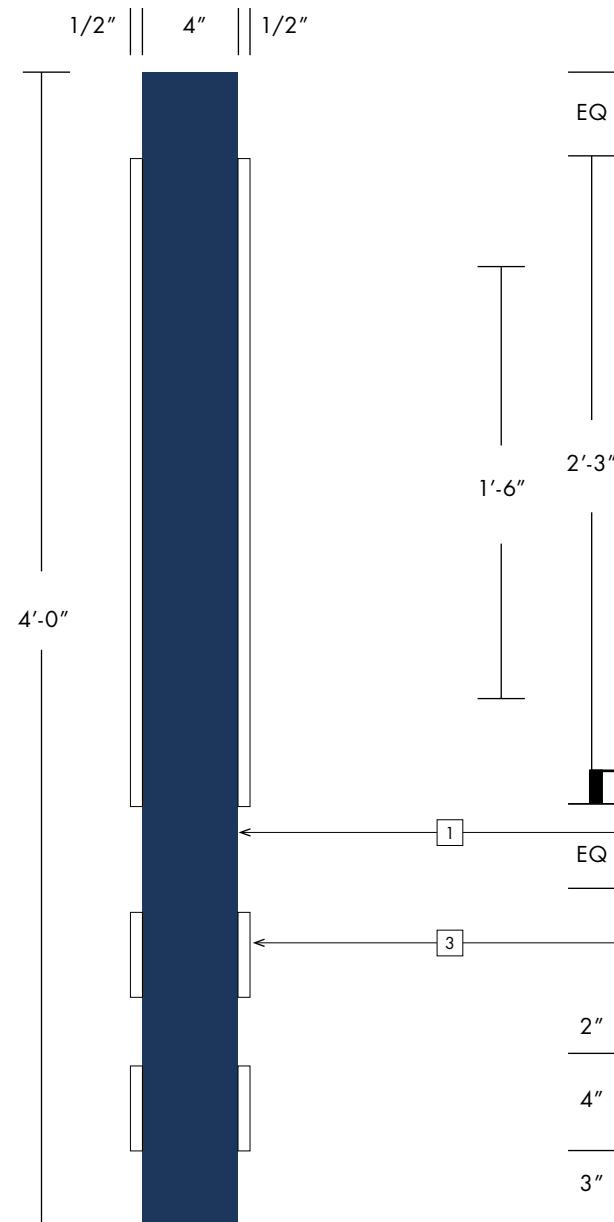
Sign is double sided, and illuminated.



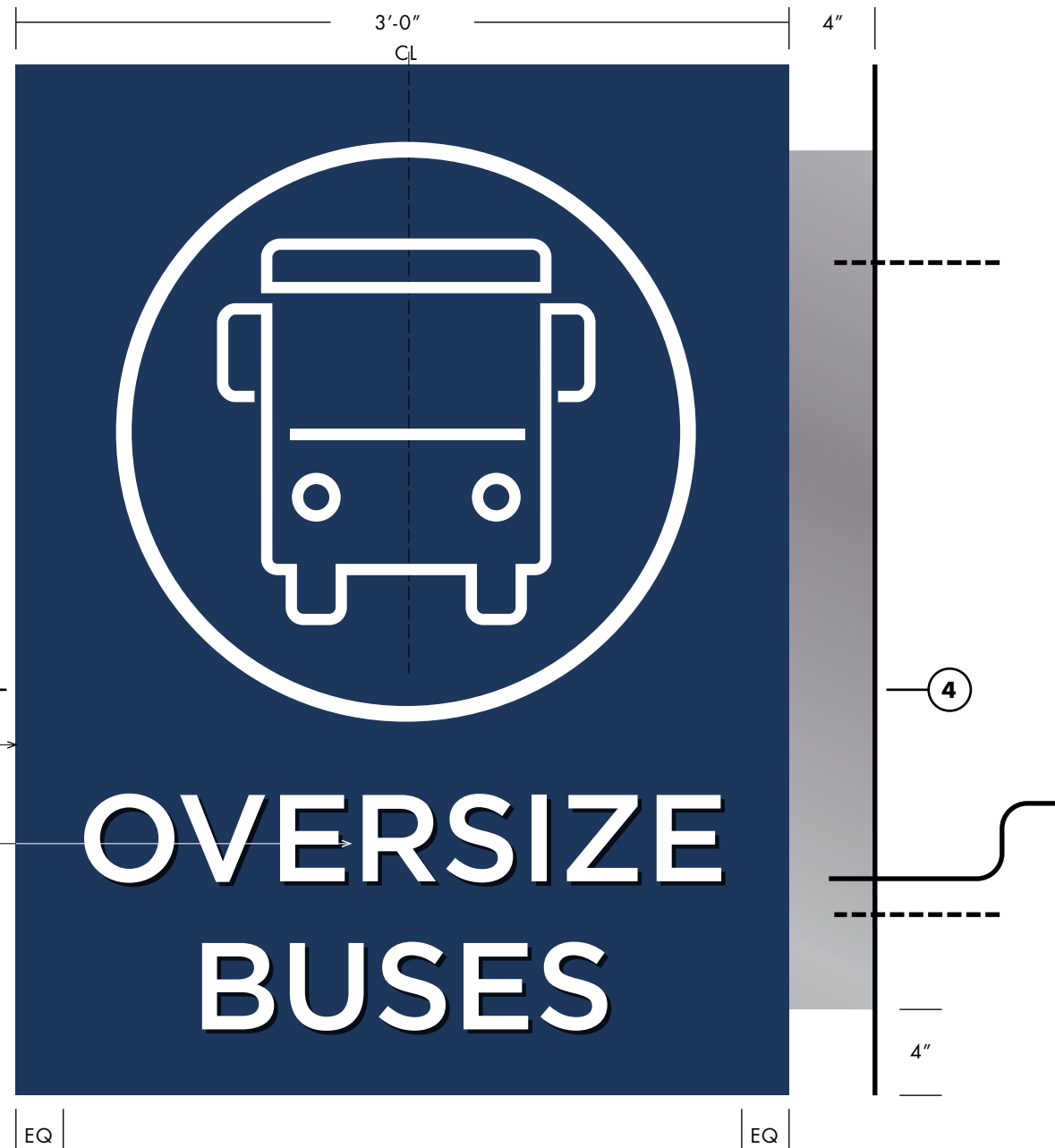
**1 CONTEXT ELEVATION**  
SCALE: 3/16"=1'-0"



**4 PLAN & SECTION**  
SCALE: 1 1/2"=1'-0"



**2 SIDE (LHS)**  
SCALE: 1 1/2"=1'-0"



**3 ELEVATION**  
SCALE: 1 1/2"=1'-0"

**A34 RIDE SHARE IDENTITY**

1. **Toe Kick:** Inset stainless steel clad toe kick painted to match PMS 7527C.
2. **Primary Sign Cabinet:** Custom fabricated aluminum sign cabinet painted to match PMS 534C. Cabinet internally illuminated via LEDs.
3. **Dimensional Symbol:** 1/2" thk cut-out pushed through white acrylic arrows and letters; internally illuminated via LEDs.
4. **Structure:** Provide interior engineered tube steel/aluminum structure.
5. **Mounting:** Entire sign assembly mechanically anchored into foundation.
6. **Electrical:** Coordinate power supplies, locations & requirements/limitations.
7. **Foundation:** Provide engineered foundation.

**Additional Notes:**

Sign is double sided and illuminated.

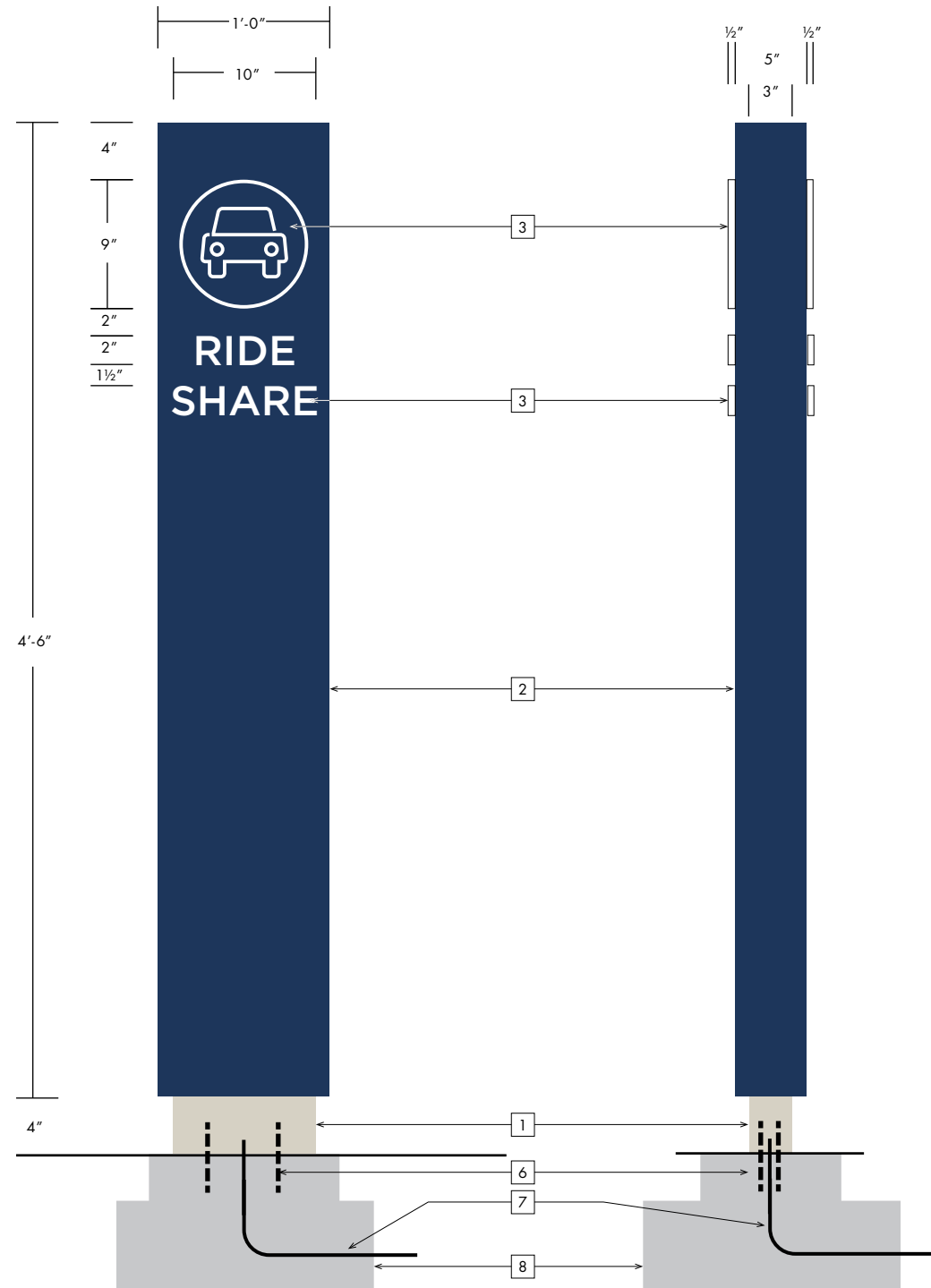


**1 CONTEXT ELEVATION**  
SCALE: 1/4"=1'-0"



Exhibit B

**4 PLAN VIEW**  
SCALE: 1"=1'-0"



**2 FRONT VIEW**  
SCALE: 1"=1'-0"

**3 RIGHT SIDE VIEW**  
SCALE: 1"=1'-0"

**A35 BUS DROP OFF IDENTITY**

- Toe Kick:** Inset stainless steel clad toe kick painted to match MPC Ultra Low VOC Pale Silver Metallic MP18073.
- Primary Sign Cabinet:** Custom fabricated aluminum sign cabinet painted to match PMS 534C. Cabinet internally illuminated via LEDs.
- Dimensional Symbol:** 1/2" thk cut-out pushed through white acrylic arrows and letters; internally illuminated via LEDs.
- Structure:** Provide interior engineered tube steel/aluminum structure.
- Mounting:** Entire sign assembly mechanically anchored into foundation.
- Electrical:** Coordinate power supplies, locations & requirements/limitations.
- Foundation:** Provide engineered foundation.

**Additional Notes:**

Sign is double sided and illuminated.

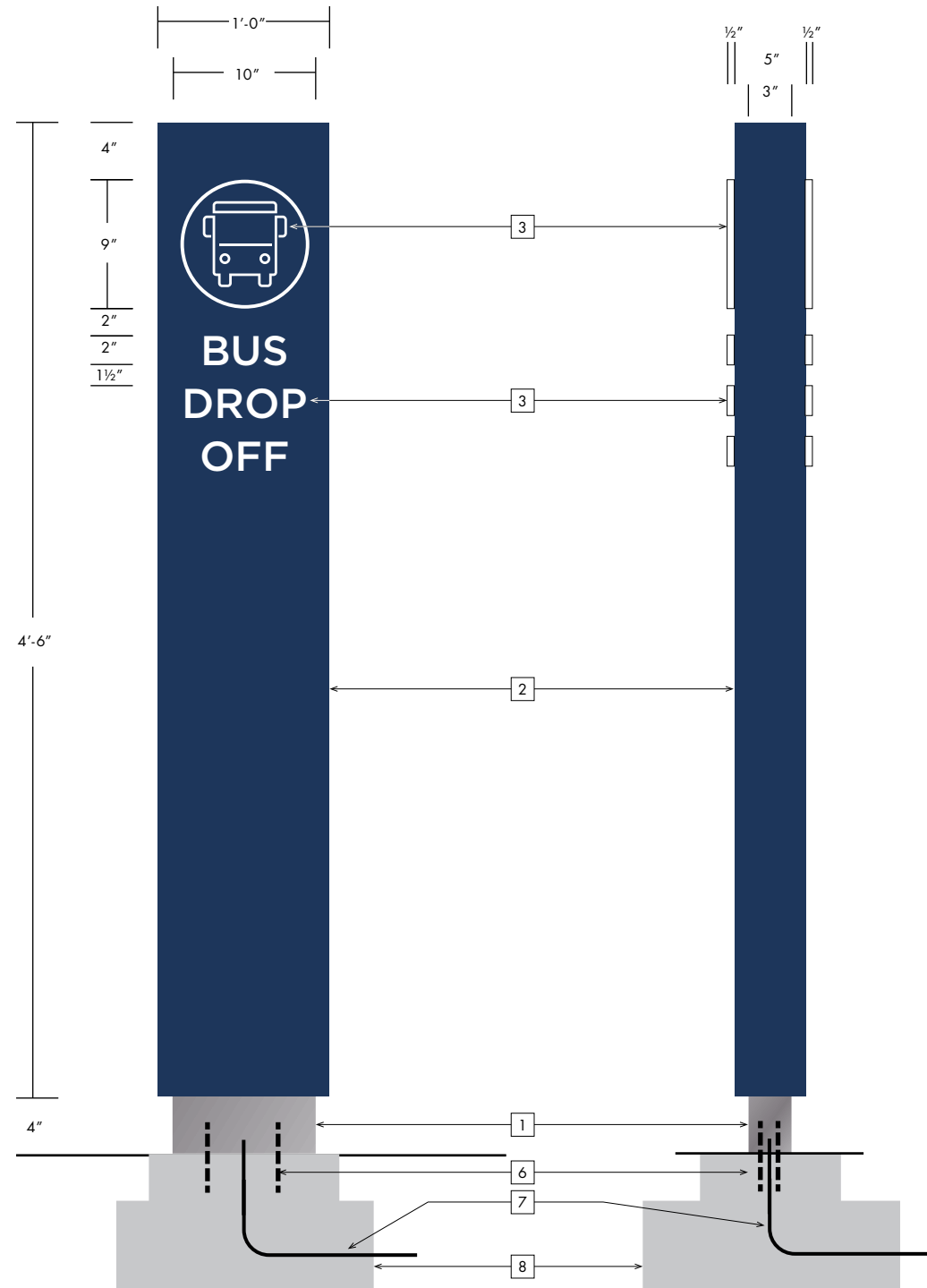


**1 CONTEXT ELEVATION**  
SCALE: 1/4"=1'-0"



Exhibit B

**4 PLAN VIEW**  
SCALE: 1"=1'-0"



**2 FRONT VIEW**  
SCALE: 1"=1'-0"

**3 RIGHT SIDE VIEW**  
SCALE: 1"=1'-0"





SIGN TYPE: A80  
OVERALL DIMENSIONS:  
APPROX. 2'-0" X 3'-0" (ONE PANEL - EACH LOCATION IS A  
PAIR)

**TOTAL: APPROX. 24 ft<sup>2</sup> (TOTAL PER PAIR BOTH SIDES)**

Note: 1/8" thk aluminum panel with direct digital print.



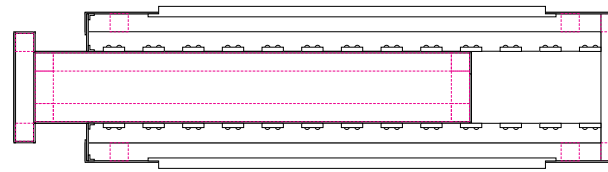
**B01 VEHICLE DIRECTION - PRIMARY**

- Secondary Sign Cabinet:** Custom fabricated aluminum sign base w/ "L" shaped cabinet wrapping the top & left side of base. Sign base to be inset 1 1/2" from "L" shaped cabinet. Base painted to match MPC Ultra Low VOC Pale Silver Metallic MP18073. "L" shaped sign cabinet painted to match PMS 534C.
- Primary Sign Cabinet:** Custom fabricated aluminum sign cabinet painted to match PMS 534C. Cabinet to wrap front, back and right side of sign base. Frosted acrylic reveal on top, bottom and interior sides of cabinet to allow for halo effect/glow on sign base; internally illuminated via LEDs.
- Modular Slats:** Tamper-proof modular slats (2 sizes 12" & 8") to be slid onto sign cabinet w/ a seamless butt joint. Slats to be removable for message change-out.
- Logo:** 1/2" thk cut-out pushed through white acrylic logo w/ surface applied translucent vinyl in yellow to match brand standards; internally illuminated via LEDs.
- Dimensional Letters & Symbol:** 1/2" thk cut-out pushed through white acrylic arrows, symbol and letters w/ surface applied translucent vinyl in blue for parking symbol; internally illuminated via LEDs.
- Structure:** Provide interior engineered tube steel/aluminum structure.
- Mounting:** Entire sign assembly mechanically anchored into foundation.
- Electrical:** Coordinate power supplies, locations & requirements/limitations.
- Foundation:** Provide engineered foundation.

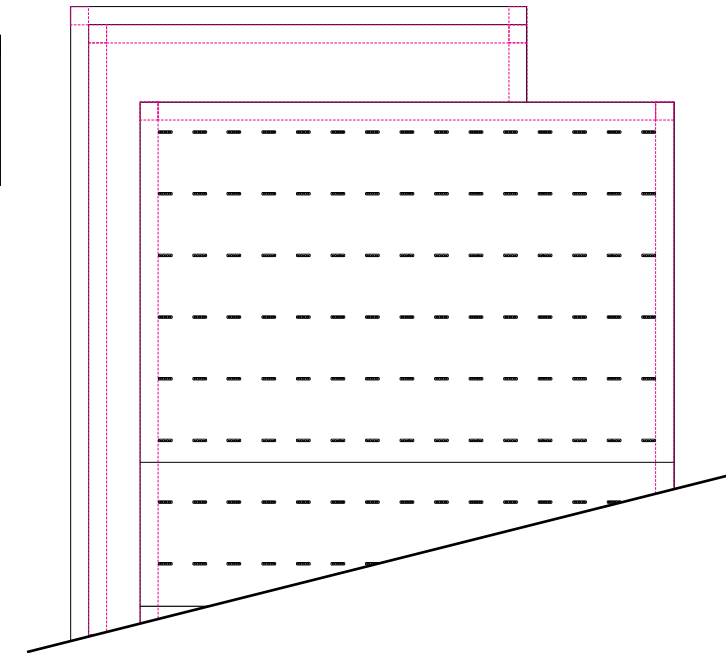
**Additional Notes:**  
Sign is double sided and illuminated.

**FOR B01-R SIGN TYPE, SIGN FABRICATOR TO SURVEY AND REUSE EXISTING SIGN COMPONENTS, STRUCTURE & FOUNDATION, AS APPROPRIATE.**

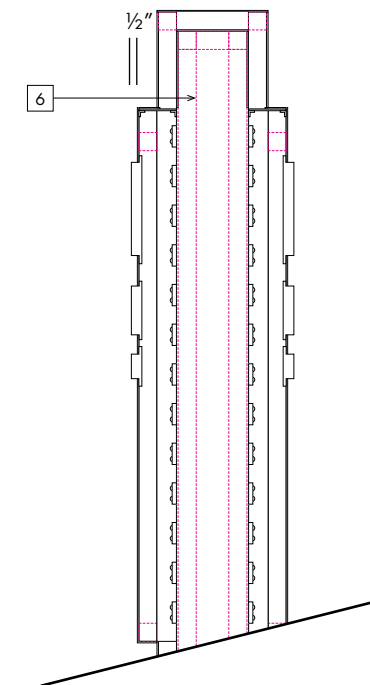
**ENTIRE SIGN ASSEMBLY AND COMPONENTS (OLD & NEW) TO BE ENGINEERED.**



**5 PLAN SECTION**  
SCALE: 3/4"=1'-0"



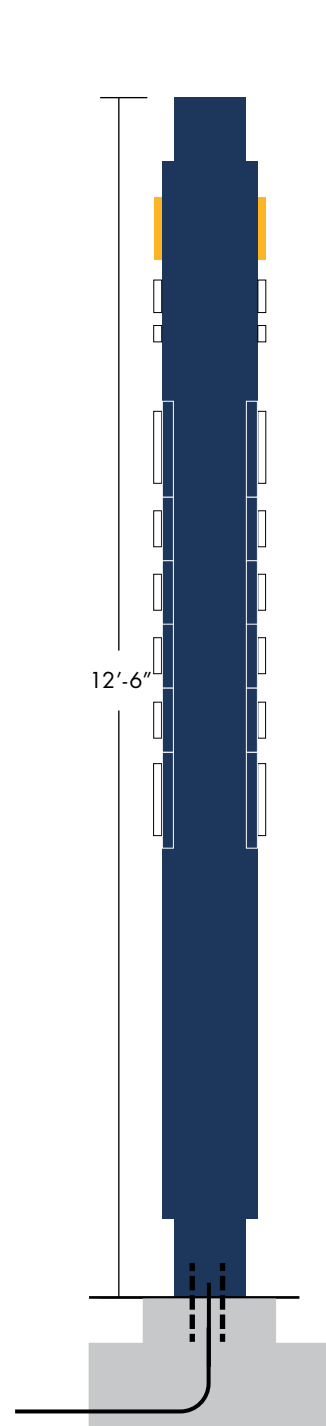
**6 FRONT SECTION**  
SCALE: 3/4"=1'-0"



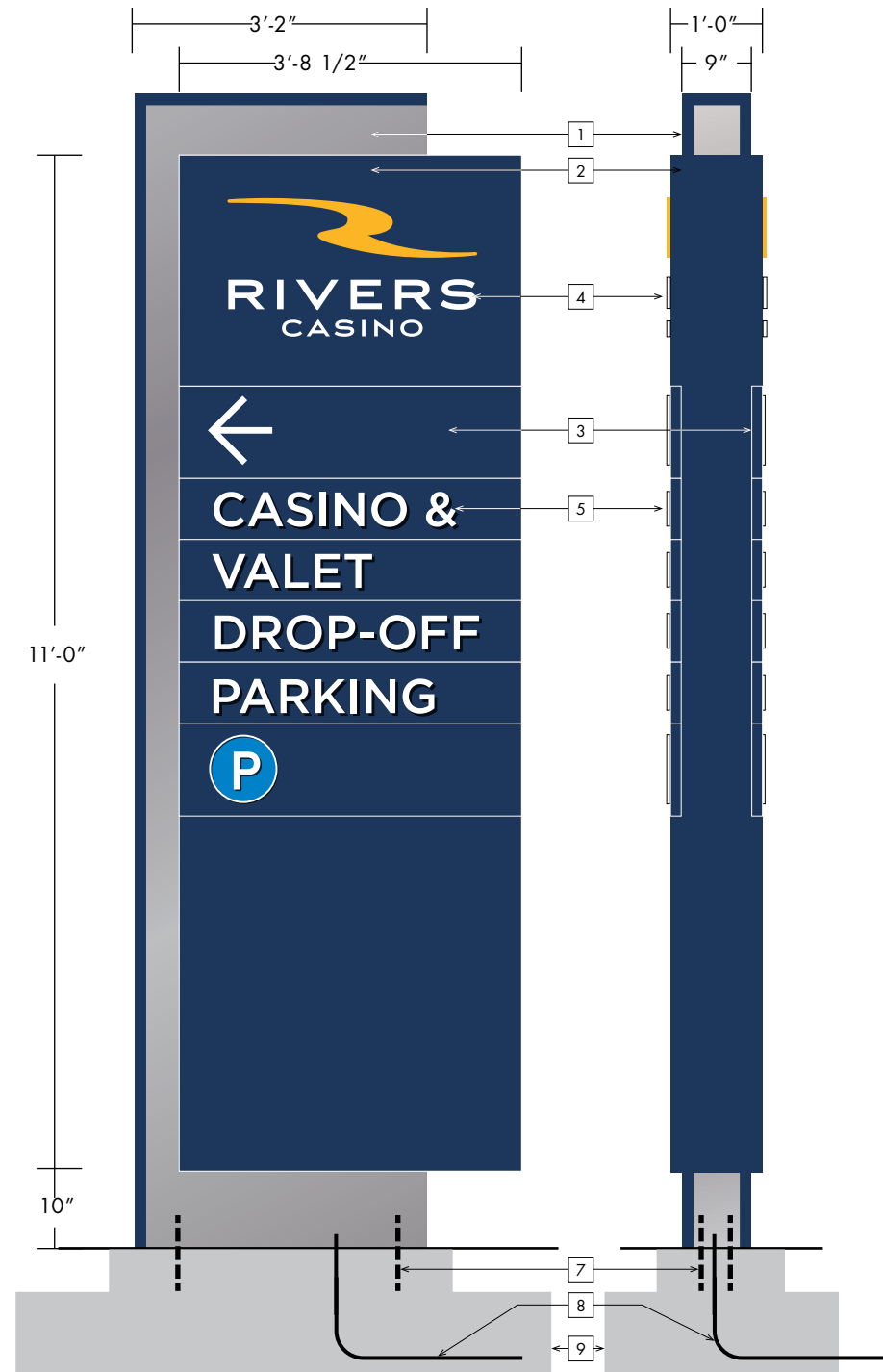
**7 SIDE SECTION**  
SCALE: 3/4"=1'-0"



**1 CONTEXT ELEVATION**  
SCALE: 1/4"=1'-0"



**2 LEFT SIDE VIEW**  
SCALE: 1/2"=1'-0"



**3 FRONT VIEW**  
SCALE: 1/2"=1'-0"

**4 RIGHT SIDE VIEW**  
SCALE: 1/2"=1'-0"

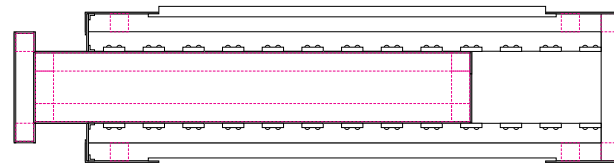
**B02 VEHICLE DIRECTION - SECONDARY**

- Secondary Sign Cabinet:** Custom fabricated aluminum sign base w/ "L" shaped cabinet wrapping the top & left side of base. Sign base to be inset 1 1/2" from "L" shaped cabinet. Base painted to match MPC Ultra Low VOC Pale Silver Metallic MP18073. "L" shaped sign cabinet painted to match PMS 534C.
- Primary Sign Cabinet:** Custom fabricated aluminum sign cabinet painted to match PMS 534C. Cabinet to wrap front, back and right side of sign base. Frosted acrylic reveal on top, bottom and interior sides of cabinet to allow for halo effect/glow on sign base; internally illuminated via LEDs.
- Modular Slats:** Tamper-proof modular slats (2 sizes 12" & 8") to be slid onto sign cabinet w/ a seamless butt joint. Slats to be removable for message change-out.
- Dimensional Letters & Symbol:** 1/2" thk cut-out pushed through white acrylic arrows, symbol and letters w/ surface applied translucent vinyl in blue for parking symbol; internally illuminated via LEDs.
- Structure:** Provide interior engineered tube steel/aluminum structure.
- Mounting:** Entire sign assembly mechanically anchored into foundation.
- Electrical:** Coordinate power supplies, locations & requirements/limitations.
- Foundation:** Provide engineered foundation.

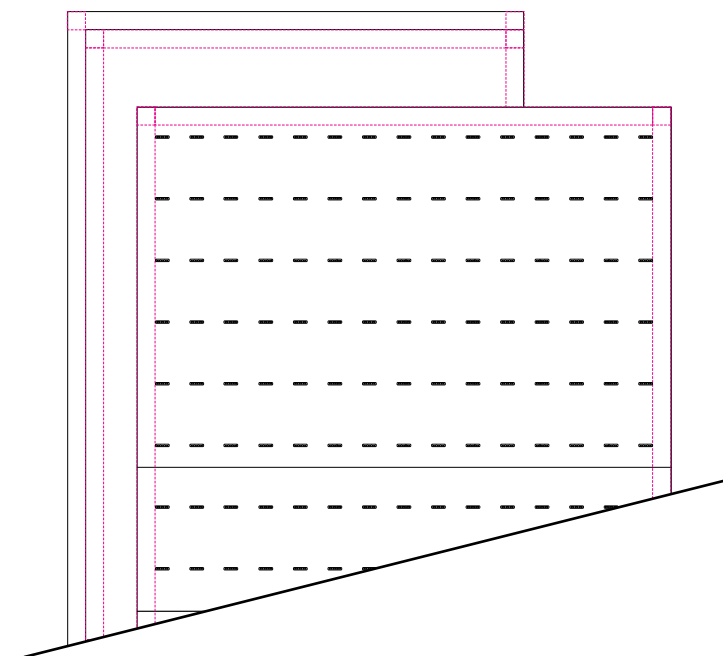
**Additional Notes:**  
Sign is double sided and illuminated.

**FOR B02-R SIGN TYPE, SIGN FABRICATOR TO SURVEY AND REUSE EXISTING SIGN COMPONENTS, STRUCTURE & FOUNDATION, AS APPROPRIATE.**

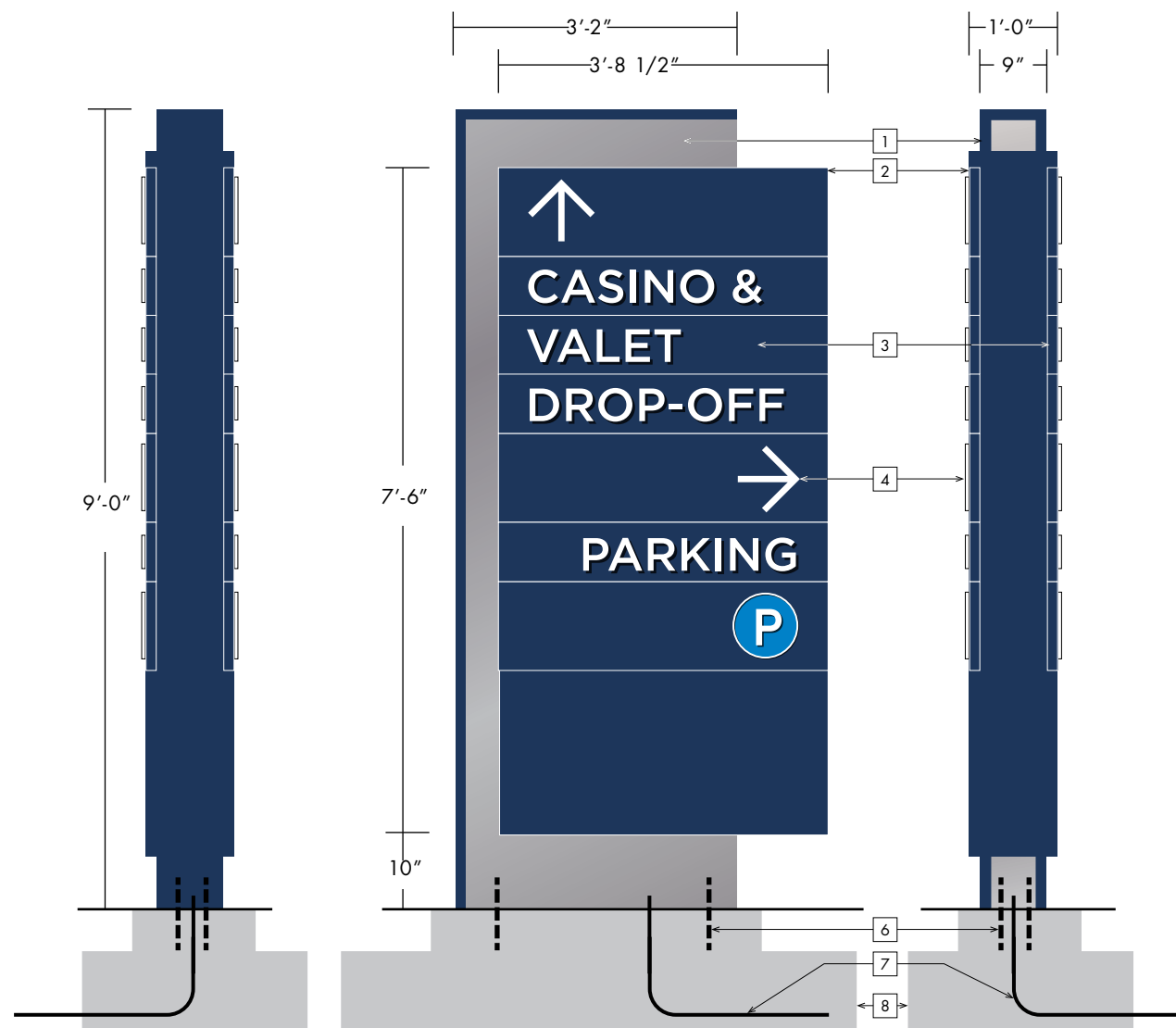
**ENTIRE SIGN ASSEMBLY AND COMPONENTS (OLD & NEW) TO BE ENGINEERED.**



**5 PLAN SECTION**  
SCALE: 3/4"=1'-0"



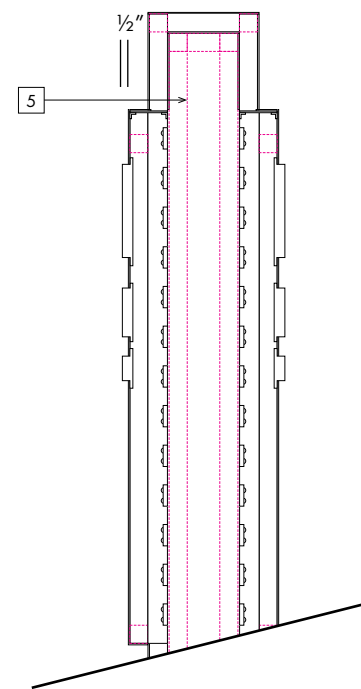
**6 FRONT SECTION**  
SCALE: 3/4"=1'-0"



**2 LEFT SIDE VIEW**  
SCALE: 1/2"=1'-0"

**3 FRONT VIEW**  
SCALE: 1/2"=1'-0"

**4 RIGHT SIDE VIEW**  
SCALE: 1/2"=1'-0"



**7 SIDE SECTION**  
SCALE: 3/4"=1'-0"



**1 CONTEXT ELEVATION**  
SCALE: 1/4"=1'-0"



**B03 VEHICLE DIRECTION - TERTIARY**

1. **Toe Kick:** Inset stainless steel clad toe kick painted to match MPC Ultra Low VOC Pale Silver Metallic MP18073.
2. **Primary Sign Cabinet:** Custom fabricated aluminum sign cabinet painted to match PMS 534C. Cabinet internally illuminated via LEDs.
3. **Modular Slats:** Tamper-proof modular slats (2 sizes 12" & 8") to be slid onto sign cabinet w/ a seamless butt joint. Slats to be removable for message change-out
4. **Dimensional Letters & Symbol:** 1/2" thk cut-out pushed through white acrylic arrows and letters; internally illuminated via LEDs.
5. **Structure:** Provide interior engineered tube steel/aluminum structure.
6. **Mounting:** Entire sign assembly mechanically anchored into foundation.
7. **Electrical:** Coordinate power supplies, locations & requirements/limitations.
8. **Foundation:** Provide engineered foundation.

**Additional Notes:**  
Sign is double sided and illuminated.

**FOR B03-R SIGN TYPE, SIGN FABRICATOR TO SURVEY AND REUSE EXISTING SIGN COMPONENTS, STRUCTURE & FOUNDATION, AS APPROPRIATE.**

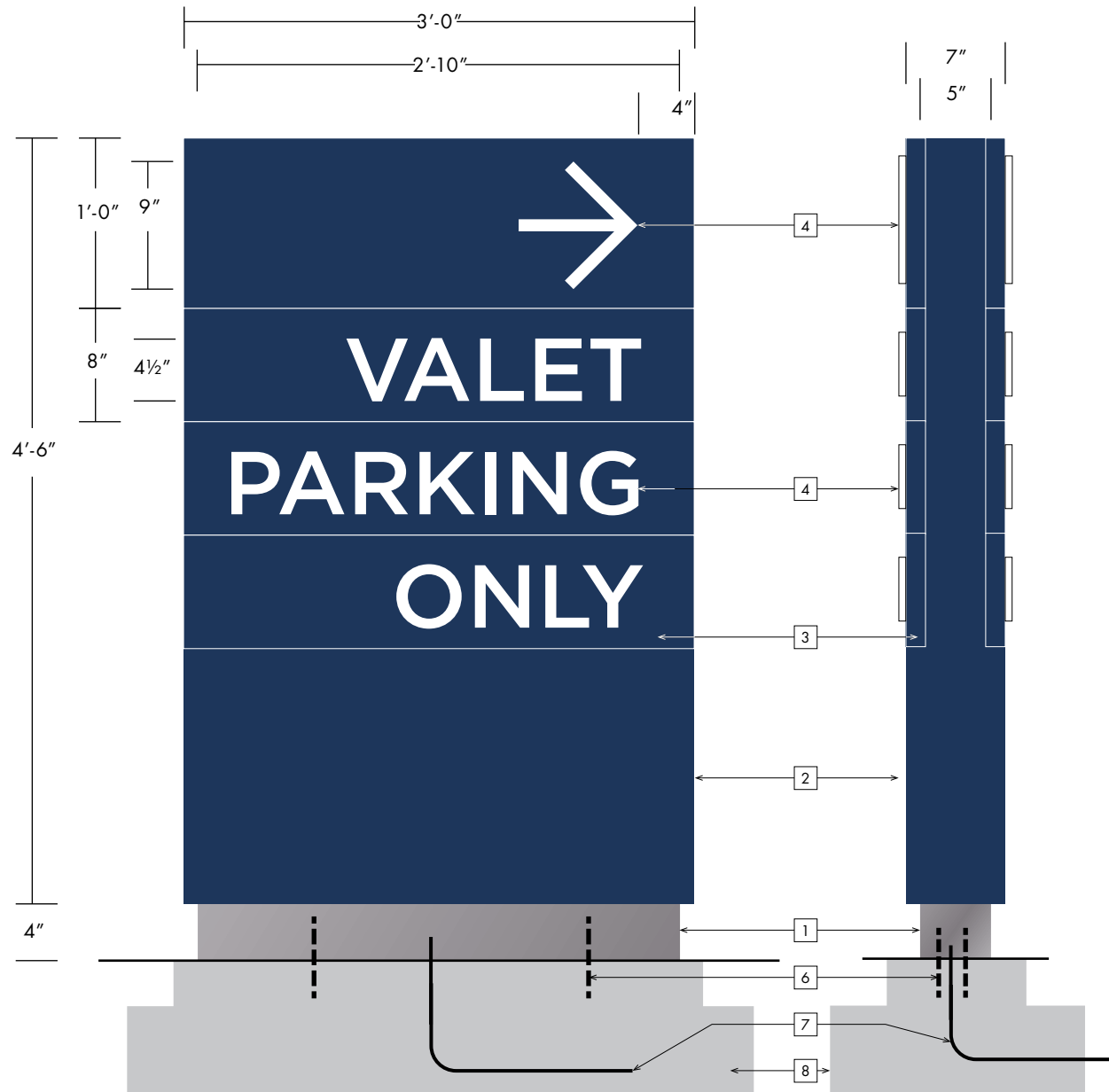
**ENTIRE SIGN ASSEMBLY AND COMPONENTS (OLD & NEW) TO BE ENGINEERED.**



**1 CONTEXT ELEVATION**  
SCALE: 1/4"=1'-0"



**4 PLAN VIEW**  
SCALE: 1"=1'-0"



**2 FRONT VIEW**  
SCALE: 1"=1'-0"

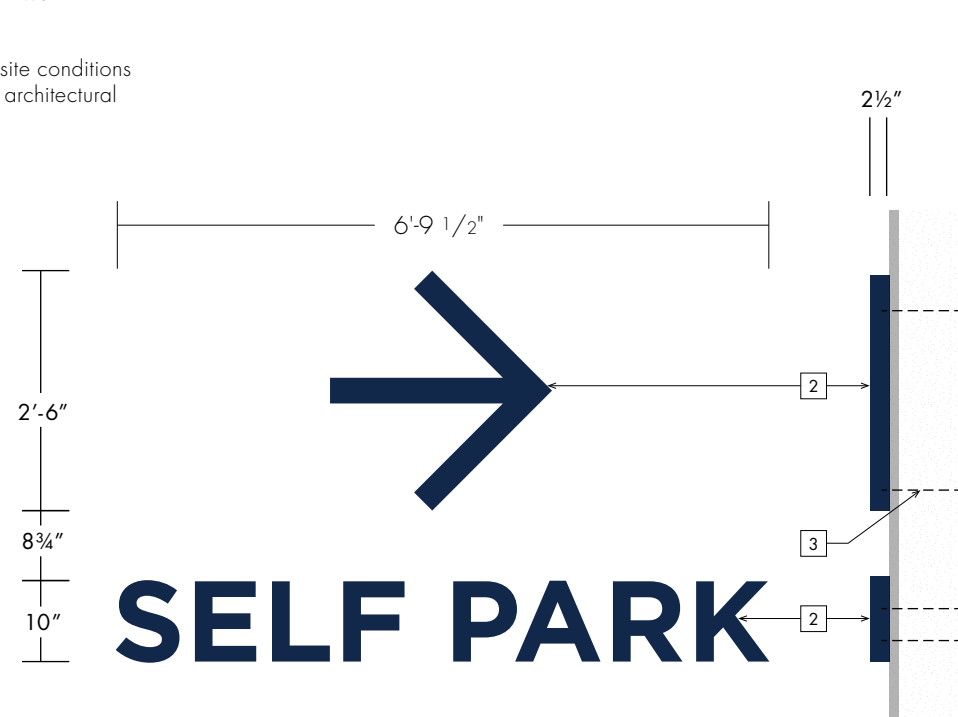
**3 RIGHT SIDE VIEW**  
SCALE: 1"=1'-0"

**B10 PARKING DIRECTIONAL - WALL MOUNTED**

- 1. Parking Symbol:** Custom fabricated aluminum channel letters painted to match PMS 534C.
- 2. Dimensional Letters & Symbol:** Custom fabricated aluminum channel letters painted to match PMS 534C.
- 3. Mounting:** Mechanically anchored into scheduled architectural conditions with w/ VHB tape, silicone, and threaded studs; no exposed fasteners or seams - coordinate fastener type w/ sign location wall construction.

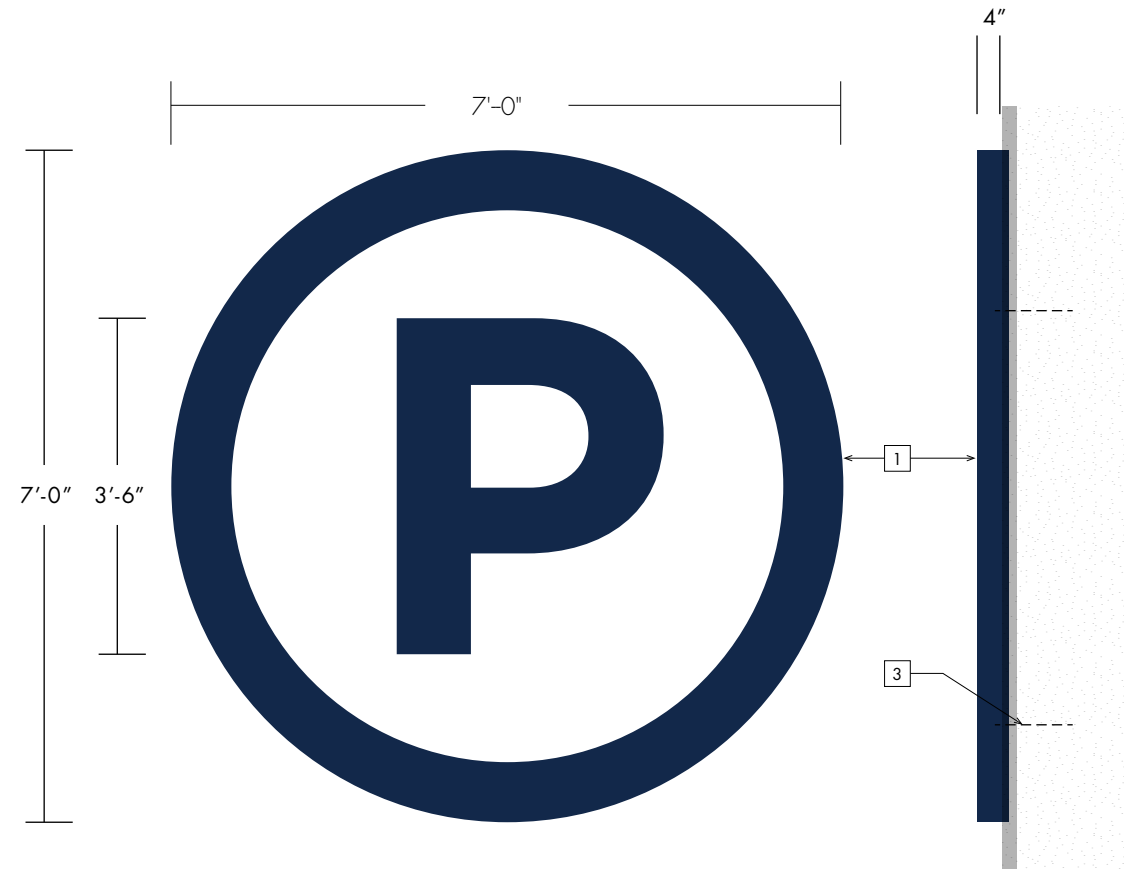
Final location must be coordinated with site conditions for visibility from circulation and exterior architectural features.

**Additional Notes:**  
Sign is single sided and non-illuminated.



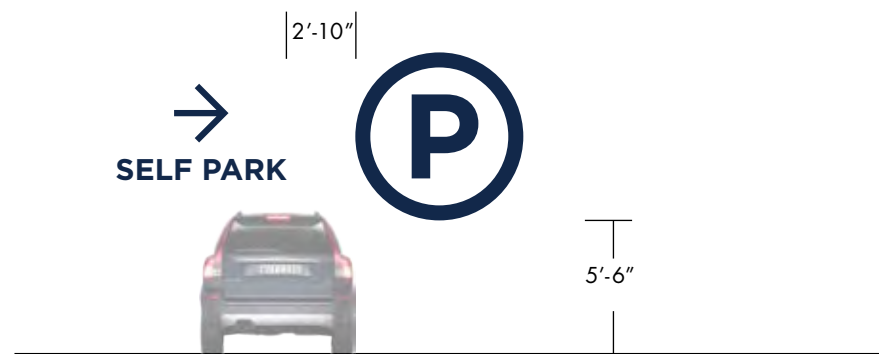
**2** DETAIL ELEVATION  
SCALE: 1/2"=1'-0"

**3** SIDE VIEW  
SCALE: 1/2"=1'-0"



**4** DETAIL ELEVATION  
SCALE: 1/2"=1'-0"

**5** SIDE VIEW  
SCALE: 3/8"=1'-0"



**1** CONTEXT ELEVATION  
SCALE: 1/4"=1'-0"



**6** ALT LAYOUTS  
SCALE: 1/2"=1'-0"

**B80 OVERHEAD VEHICLE DIRECTION**

1. **Letters & Symbol:** 2" thk fabricated aluminum sign letters and symbol w/ acrylic face featuring perforated blue vinyl. Sign letters to appear blue by day, lit white at night. Blue vinyl to match PMS 534C
2. **Support Bar:** Metal support bar painted to match PMS 534C.
3. **Tube:** 1 1/2" width metal square tube painted to match PMS 534C; conceal conduit.
4. **Mounting:** Mechanically anchored into scheduled architectural ceilings with w/ VHB tape, silicone, and threaded studs; no exposed fasteners or seams - coordinate fastener type w/ sign location ceiling construction.
5. **Electrical:** Coordinate power supplies, locations & requirements/limitations.

**Additional Notes:**

Sign is single sided and illuminated.

**14'-0" MINIMUM CLEARANCE REQUIRED (FIELD VERIFY)**



**3 ALT LAYOUTS**  
SCALE: 1/2"=1'-0"



**4 CONTEXT RENDERING**  
SCALE: NTS



**REFERENCE IMAGE**



**1 DETAIL ELEVATION**  
SCALE: 1"=1'-0"

**2 DETAIL/SECTION**  
SCALE: 1"=1'-0"

**D81 CLEARANCE BAR**

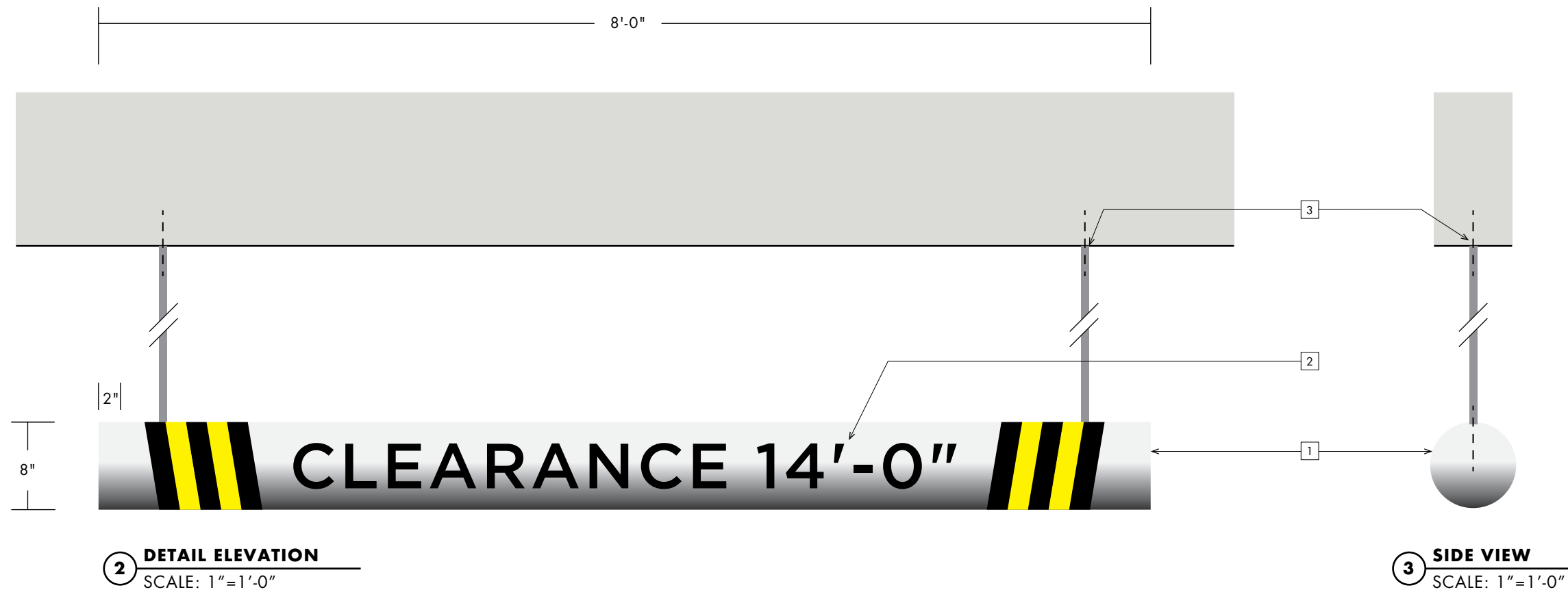
- 1. Bar:** 8" diameter PVC tube painted w/ reflective vinyl text, with ends closed and finished.
- 2. Primary Copy:** Surface screened text and graphics.
- 3. Mounting:** Mechanically anchored into B80 valet overhead signs w/ 1/4" thk aircraft cable w/ concealed attachments to PVC tube; no exposed fasteners or seams, coordinate fastener type w/ sign location wall construction. Ensure mounting allows sign to sway when hit by vehicles.

**Additional Notes:**  
Sign is single sided, and non-illuminated.

**14'-0" MINIMUM CLEARANCE REQUIRED (FIELD VERIFY)**

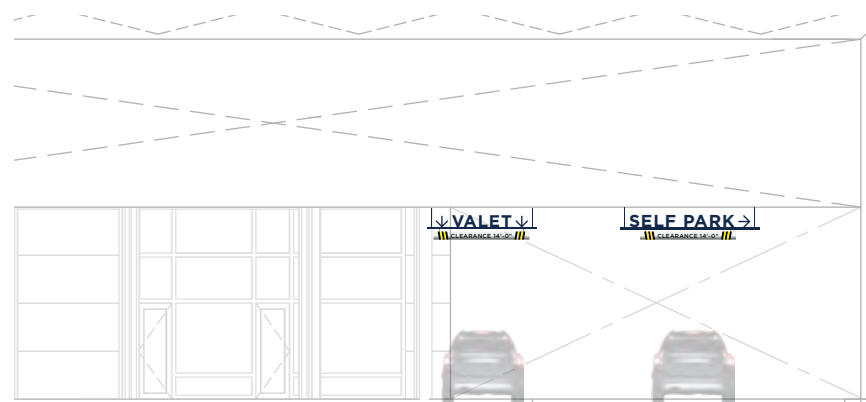


**4 ALTERNATE MESSAGE**  
SCALE: NTS



**2 DETAIL ELEVATION**  
SCALE: 1"=1'-0"

**3 SIDE VIEW**  
SCALE: 1"=1'-0"



**1 CONTEXT ELEVATION**  
SCALE: 1/16"=1'-0"





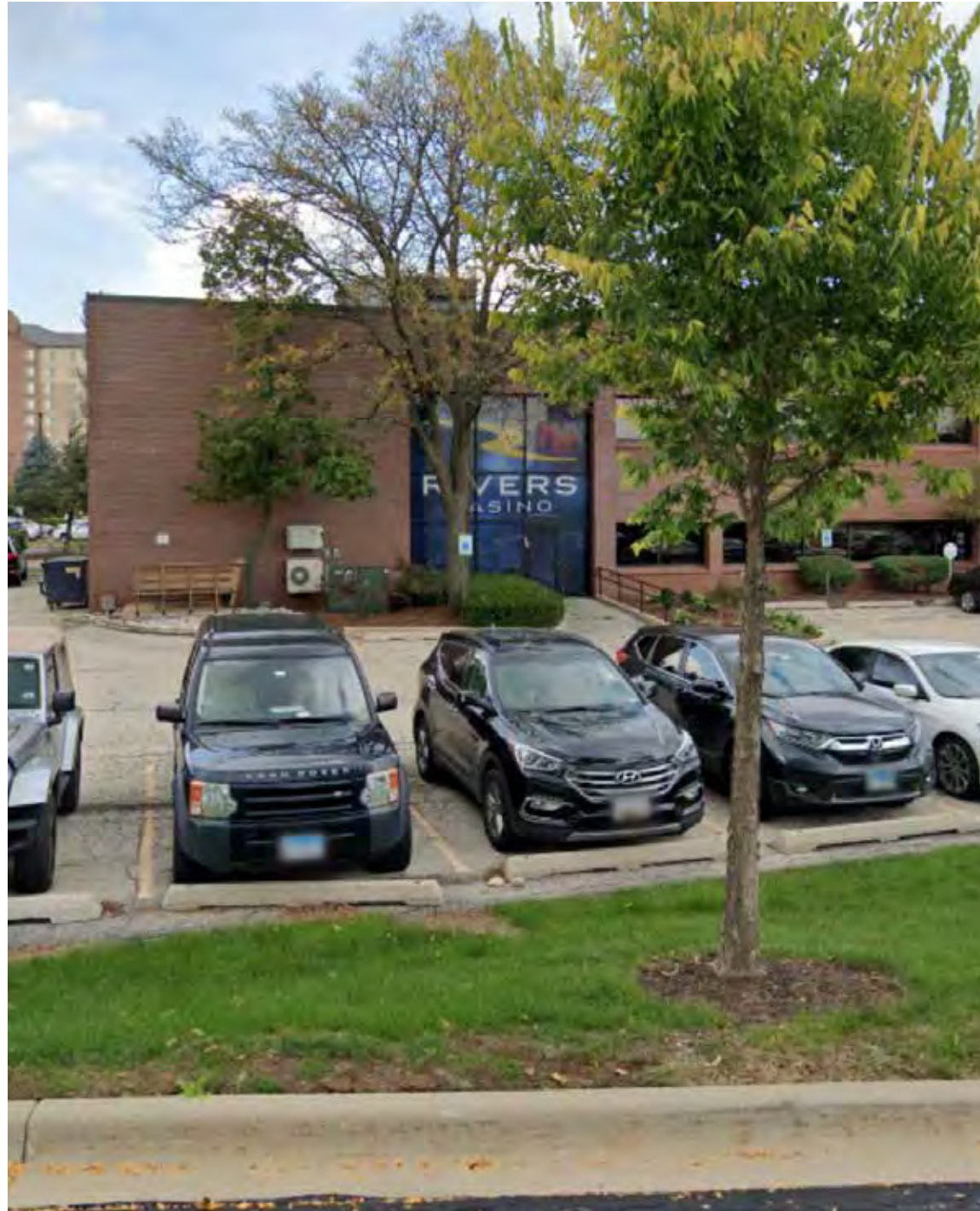
**SIGN TYPE: E1, #80**

**OVERALL DIMENSIONS  
WIDTH: 198'-0" & HEIGHT: 158'-7"**

**TOTAL: 31399 ft<sup>2</sup>**

**Note: Rivers Casino logo is painted to match PMS 1235C (Sunglow Yellow) and PMS 534C(Midnight blue).**





SIGN TYPE: E2, #85  
WINDOW VINYL  
WIDTH: APPROX. 12'-0"  
HEIGHT: APPROX. 14'-0"  
**TOTAL: 168 ft<sup>2</sup>**

Note: Digitally printed vinyl.

CITY AMENDMENT SUMMARY TABLE							
MARK	TYPE	DESCRIPTION	SignWidth	SignHeight	Sqft	Status	COMMENTS
<b>EXTERIOR- 2980 DES PLAINES RIVER ROAD PARCEL</b>							
85	E2	VINYL IDENTITY	12' - 0"	14' - 0"	168	NEW SIGN	
				<b>Total</b>	<b>168</b>		
<b>EXTERIOR- CASINO EAST</b>							
24	A10	BUILDING IDENTITY - PRIMARY	7' - 0"	0' - 11"	6	NEW SIGN	
31	e9.1	FLAT CUTOUT TYPE (CASINO NAME)	16' - 5"	1' - 0"	16	EXISTING SIGN	
				<b>Total</b>	<b>22</b>		
<b>EXTERIOR- CASINO SOUTH</b>							
4a	e12.1	DIGITAL PRINTED MURAL	40' - 0"	16' - 0"	640	EXISTING SIGN	
5	e8.1	DURATRANS LIGHTBOX	10' - 0"	8' - 0"	80	EXISTING SIGN	
28a	e8.1	DURATRANS LIGHTBOX	10' - 0"	8' - 0"	80	EXISTING SIGN	
28b	e8.1	DURATRANS LIGHTBOX	10' - 0"	8' - 0"	80	EXISTING SIGN	
28c	e8.1	DURATRANS LIGHTBOX	10' - 0"	8' - 0"	80	EXISTING SIGN	
77	e14.2	INTERNALLY ILLUMINATED TYPE (CASINO NAME)	77' - 7"	5' - 3"	407	EXISTING SIGN	
78	e14.2	INTERNALLY ILLUMINATED TYPE (CASINO NAME)	36' - 0"	5' - 3"	189	EXISTING SIGN	
				<b>Total</b>	<b>1556</b>		
<b>EXTERIOR- CASINO WEST</b>							
6	e12.3	LED VIDEO SIGNAGE	25' - 1"	17' - 0"	426	NEW- LED SIGN	
7	e12.2	DIGITAL PRINTED MURAL	18' - 0"	16' - 0"	288	EXISTING SIGN	
8	e12.3	LED VIDEO SIGNAGE	25' - 1"	17' - 0"	426	NEW- LED SIGN	
9	e11.2	FLAT CUTOUT TYPE (EMPLOYEE ENTRY)	4' - 5"	1' - 5"	6	EXISTING SIGN	
10	e14.2	INTERNALLY ILLUMINATED TYPE (CASINO NAME)	61' - 0"	5' - 0"	305	EXISTING SIGN	
20	D81	CLEARANCE BAR	8' - 0"	0' - 8"	5	NEW SIGN	
33a	e8.1	DURATRANS LIGHTBOX	8' - 0"	8' - 0"	64	EXISTING SIGN	
33b	e8.1	DURATRANS LIGHTBOX	8' - 0"	8' - 0"	64	EXISTING SIGN	
35	e14.2	INTERNALLY ILLUMINATED TYPE (CASINO NAME)	61' - 0"	5' - 0"	305	EXISTING SIGN	
48	e6.1	FLAT CUTOUT TYPE	13' - 0"	1' - 0"	13	EXISTING SIGN	
49	e6.1	FLAT CUTOUT TYPE	13' - 0"	1' - 0"	13	EXISTING SIGN	
50	e6.1	FLAT CUTOUT TYPE	3' - 0"	3' - 0"	9	EXISTING SIGN	
51	e6.1	FLAT CUTOUT TYPE	7' - 0"	1' - 0"	7	EXISTING SIGN	
52	e7.1	F.E.C SIGN	2' - 0"	1' - 0"	2	EXISTING SIGN	
64a	B80	VEHICLE DIRECTIONAL - OVERHEAD	9' - 5"	1' - 2"	11	NEW SIGN	

<b>EXTERIOR- CASINO WEST (CONT'D)</b>							
64b	B80	VEHICLE DIRECTIONAL - OVERHEAD	6' - 0"	1' - 0"	6	NEW SIGN	
65a	D81	CLEARANCE BAR	8' - 0"	0' - 8"	5	NEW SIGN	
65b	D81	CLEARANCE BAR	8' - 0"	0' - 8"	5	NEW SIGN	
73	e12.3	LED VIDEO SIGNAGE	54' - 8"	16' - 2"	884	NEW- LED SIGN	
74	e12.3	LED VIDEO SIGNAGE	98' - 0"	15' - 8"	1535	NEW- LED SIGN	
75	A01	BUILDING IDENTITY	41' - 11"	10' - 0"	419	NEW SIGN	
76	e12.3	LED VIDEO SIGNAGE	23' - 4"	19' - 6"	455	NEW- LED SIGN	
				<b>Total</b>	<b>5253</b>		
<b>EXTERIOR- GARAGE EAST</b>							
66	B10	DIRECTION WALL MOUNTED	13' - 9 1/2"	7' - 0"	97	NEW SIGN	
69	e11.3	IDENTITY LETTERS	21' - 3"	11' - 8"	248	EXISTING SIGN	
				<b>Total</b>	<b>345</b>		
<b>EXTERIOR- GARAGE NORTH</b>							
17	e12.3	LED VIDEO SIGNAGE	18' - 8"	17' - 1"	319	NEW- LED SIGN	
19b	e12.1	LED MONITOR	41' - 0"	22' - 3"	912	EXISTING- LED	
70	e11.3	IDENTITY LETTERS	21' - 3"	11' - 8"	248	EXISTING SIGN	
79	e14.2	INTERNALLY ILLUMINATED TYPE (CASINO NAME)	35' - 8"	5' - 7"	199	EXISTING SIGN	
86	e4.1a	ILUMINATED PARKING SIGN	15' - 3"	3' - 6"	53	NEW SIGN	
				<b>Total</b>	<b>1731</b>		
<b>EXTERIOR- GARAGE ROOF</b>							
80	E1	ROOF PAINTED SIGN	198' - 0"	158' - 7"	31400	EXISTING SIGN	
				<b>Total</b>	<b>31400</b>		
<b>EXTERIOR- GARAGE SOUTH</b>							
15	e12.3	LED VIDEO SIGNAGE	18' - 2"	17' - 1"	310	NEW- LED SIGN	
26	e4.1	ILUMINATED PARKING SIGN	30' - 6"	7' - 0"	214	EXISTING SIGN	
40	A30	VALET IDENTITY	9' - 6"	1' - 2"	11	NEW SIGN	
41	A32	BUS DROP IDENTITY	3' - 0"	4' - 0"	24	NEW SIGN	BOTH SIDE
81	A14	VALET BLADE IDENTITY	3' - 0"	4' - 0"	24	NEW SIGN	BOTH SIDE
				<b>Total</b>	<b>583</b>		
<b>EXTERIOR- GARAGE WEST</b>							
13	e12.2	DIGITAL PRINTED MURAL	22' - 0"	13' - 6"	297	EXISTING SIGN	
14	e12.2	DIGITAL PRINTED MURAL	22' - 0"	13' - 6"	297	EXISTING SIGN	
16	e12.3	LED VIDEO SIGNAGE	24' - 6"	24' - 0"	588	NEW- LED SIGN	
18	e4.1	ILUMINATED PARKING SIGN	30' - 6"	7' - 0"	214	EXISTING SIGN	
71	e11.3	IDENTITY LETTERS	32' - 3"	17' - 8"	570	EXISTING SIGN	
				<b>Total</b>	<b>1966</b>		

EXTERIOR- SITE							
1	B1	VEHICLE DIRECTION - PRIMARY	4' - 2"	12' - 6"	104	EXISTING TO BE REPLACED	BOTH SIDE
2	B2	VEHICLE DIRECTION - SECONDARY	4' - 2"	9' - 0"	75	EXISTING TO BE REPLACED	BOTH SIDE
3	B3	PEDESTRIAN DIRECTION- TERTIARY	3' - 0"	4' - 10"	29	EXISTING TO BE REPLACED	BOTH SIDE
11	B2	VEHICLE DIRECTION - SECONDARY	4' - 2"	9' - 0"	75	EXISTING TO BE REPLACED	BOTH SIDE
21	B2	VEHICLE DIRECTION - SECONDARY	4' - 2"	9' - 0"	75	EXISTING TO BE REPLACED	BOTH SIDE
30	B2	VEHICLE DIRECTION - SECONDARY	4' - 2"	9' - 0"	75	EXISTING TO BE REPLACED	BOTH SIDE
36	B2	VEHICLE DIRECTION - SECONDARY	4' - 2"	9' - 0"	75	EXISTING TO BE REPLACED	BOTH SIDE
42	B2	VEHICLE DIRECTION - SECONDARY	4' - 2"	9' - 0"	75	EXISTING TO BE REPLACED	BOTH SIDE
43	B2	VEHICLE DIRECTION - SECONDARY	4' - 2"	9' - 0"	75	NEW SIGN	BOTH SIDE
44	B1	VEHICLE DIRECTION - PRIMARY	4' - 2"	12' - 6"	104	EXISTING TO BE REPLACED	BOTH SIDE
45	B1	VEHICLE DIRECTION - PRIMARY	4' - 2"	12' - 6"	104	EXISTING TO BE REPLACED	BOTH SIDE
46	B3	PEDESTRIAN DIRECTION- TERTIARY	3' - 0"	4' - 10"	29	EXISTING TO BE REPLACED	BOTH SIDE
47	B2	VEHICLE DIRECTION - SECONDARY	4' - 2"	9' - 0"	75	EXISTING TO BE REPLACED	BOTH SIDE
54	A5	MONUMENT SIGN - PRIMARY	64' - 2 1/2"	15' - 7"	1001	EXISTING- LED SIGN TO BE	
57	B3	PEDESTRIAN DIRECTION- TERTIARY	3' - 0"	4' - 10"	29	EXISTING TO BE REPLACED	BOTH SIDE
58	B2	VEHICLE DIRECTION - SECONDARY	4' - 2"	9' - 0"	75	EXISTING TO BE REPLACED	BOTH SIDE
59	B2	VEHICLE DIRECTION - SECONDARY	4' - 2"	9' - 0"	75	NEW SIGN	BOTH SIDE
60	B3	PEDESTRIAN DIRECTION- TERTIARY	3' - 0"	4' - 10"	29	NEW SIGN	BOTH SIDE



EXTERIOR- SITE (CONT'D)							
61	B3	PEDESTRIAN DIRECTION- TERTIARY	3' - 0"	4' - 10"	29	NEW SIGN	BOTH SIDE
62	B3	PEDESTRIAN DIRECTION- TERTIARY	3' - 0"	4' - 10"	29	EXISTING TO BE REPLACED	BOTH SIDE
63	B3	PEDESTRIAN DIRECTION- TERTIARY	3' - 0"	4' - 10"	29	NEW SIGN	BOTH SIDE
67	A34	RIDE SHARE IDENTITY	1' - 0"	4' - 10"	10	NEW SIGN	BOTH SIDE
68	A35	BUS DROP OFF IDENTITY	1' - 0"	4' - 10"	10	NEW SIGN	BOTH SIDE
83	B3	PEDESTRIAN DIRECTION- TERTIARY	3' - 0"	4' - 10"	29	NEW SIGN	BOTH SIDE
87	A80	LIGHT POLE SIGN	2' - 0"	3' - 0"	24	EXISTING SIGN	PER PAIR BOTH SIDES
88	A80	LIGHT POLE SIGN	2' - 0"	3' - 0"	24	EXISTING SIGN	PER PAIR BOTH SIDES
89	A80	LIGHT POLE SIGN	2' - 0"	3' - 0"	24	EXISTING SIGN	PER PAIR BOTH SIDES
90	A80	LIGHT POLE SIGN	2' - 0"	3' - 0"	24	EXISTING SIGN	PER PAIR BOTH SIDES
91	A80	LIGHT POLE SIGN	2' - 0"	3' - 0"	24	EXISTING SIGN	PER PAIR BOTH SIDES
92	A80	LIGHT POLE SIGN	2' - 0"	3' - 0"	24	EXISTING SIGN	PER PAIR BOTH SIDES
93	A80	LIGHT POLE SIGN	2' - 0"	3' - 0"	24	EXISTING SIGN	PER PAIR BOTH SIDES
94	A80	LIGHT POLE SIGN	2' - 0"	3' - 0"	24	EXISTING SIGN	PER PAIR BOTH SIDES
95	A80	LIGHT POLE SIGN	2' - 0"	3' - 0"	24	EXISTING SIGN	PER PAIR BOTH SIDES
96	A80	LIGHT POLE SIGN	2' - 0"	3' - 0"	24	EXISTING SIGN	PER PAIR BOTH SIDES
97	A80	LIGHT POLE SIGN	2' - 0"	3' - 0"	24	EXISTING SIGN	PER PAIR BOTH SIDES
98	A80	LIGHT POLE SIGN	2' - 0"	3' - 0"	24	EXISTING SIGN	PER PAIR BOTH SIDES
99	A80	LIGHT POLE SIGN	2' - 0"	3' - 0"	24	EXISTING SIGN	PER PAIR BOTH SIDES
100	A80	LIGHT POLE SIGN	2' - 0"	3' - 0"	24	EXISTING SIGN	PER PAIR BOTH SIDES
101	A80	LIGHT POLE SIGN	2' - 0"	3' - 0"	24	EXISTING SIGN	PER PAIR BOTH SIDES
102	A80	LIGHT POLE SIGN	2' - 0"	3' - 0"	24	EXISTING SIGN	PER PAIR BOTH SIDES
103	A80	LIGHT POLE SIGN	2' - 0"	3' - 0"	24	EXISTING SIGN	PER PAIR BOTH SIDES
104	A80	LIGHT POLE SIGN	2' - 0"	3' - 0"	24	EXISTING SIGN	PER PAIR BOTH SIDES
105	A80	LIGHT POLE SIGN	2' - 0"	3' - 0"	24	EXISTING SIGN	PER PAIR BOTH SIDES
106	A80	LIGHT POLE SIGN	2' - 0"	3' - 0"	24	EXISTING SIGN	PER PAIR BOTH SIDES
107	A80	LIGHT POLE SIGN	2' - 0"	3' - 0"	24	EXISTING SIGN	PER PAIR BOTH SIDES
				<b>Total</b>	<b>2819</b>		
<b>Grand total: 95</b>				<b>Total</b>	<b>45843</b>		

**EXHIBIT C**

**UNCONDITIONAL AGREEMENT AND CONSENT**

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

**WHEREAS**, Midwest Gaming & Entertainment, LLC is the owner ("*Owner*") of those certain parcels of real property located at 2980 River Road ("*Office Parcel*") and 3000 River Road ("*Casino Parcel*") which are collectively referred to herein as the "*Subject Property*"; and

**WHEREAS**, Ordinance No. Z-54-21 adopted by the City Council of the City of Des Plaines on \_\_\_\_\_, 2021 ("*Ordinance*"), grants approval of an amendment to the existing Conditional Use Permit for Local Alternative Sign Regulation, subject to certain conditions; and

**WHEREAS**, Owner 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 Owner desires to evidence its consent to recording the Ordinance against the Subject Property;

**NOW, THEREFORE**, Owner does hereby agree and covenant as follows:

1. Owner 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-54-21, adopted by the City Council on \_\_\_\_\_, 2021.
2. Owner 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 Owner against damage or injury of any kind and at any time.
3. Owner 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 12-4-7 of the City's Zoning Ordinance are followed.
4. Owner 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 Owner of its obligations under this Unconditional Agreement and Consent.

- 5. Owner 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-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:

**MIDWEST GAMING & ENTERTAINMENT, LLC**

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

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

**SUBSCRIBED and SWORN** to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

Its: \_\_\_\_\_

\_\_\_\_\_  
Notary Public






## POLICE DEPARTMENT

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

## MEMORANDUM

Date: October 6, 2021  
 To: Michael G. Bartholomew, City Manager  
 From: Dave Anderson, Chief of Police   
 Subject: Contract Award – Crossing Guard Services

**Issue:** A Request for Proposals for crossing guard services was released on June 15, 2021. Three responses were received on June 29, 2021.

**Analysis:** The City received three responses to the Request for Proposals: Andy Frain Services, located in Aurora, Illinois, Cross Safe located in Charlotte, North Carolina, and Star Detective & Security located in Chicago, Illinois. Pricing for the three proposals based on an estimated 12,279 hours of crossing guard services is shown in the table below. The City will only be invoiced for actual crossing guard hours.

Proposer	Pricing
Star Detective & Security	\$282,828.00
Andy Frain Services	\$333,574.23
Cross Safe	\$424,907.34

Although Star Security's proposal was lower than Andy Frain Services, they do not possess the experience and expertise that Andy Frain does. Star Detective & Security's references provided in their proposal were all related to providing security officers, not crossing guards. Andy Frain Services is a local firm that is currently providing crossing guard services to several Chicagoland municipalities and school districts, including Oak Park, Carol Stream, Bolingbrook, West Chicago, and Evanston. Andy Frain Services has substantially the most experience in providing crossing guard services out of the three proposers. Additionally, all references provided by Andy Frain Services are positive. Based on these factors, staff is recommending an award to Andy Frain Services to provide crossing guard services to the City.

The City of Des Plaines is the current provider of crossing guard services to Des Plaines' schools. The crossing guard program is managed by the Police Department and funded out of the General Fund.

Crossing guards are provided at approximately 25 locations covering School District 59 and School District 62. During the 2020-2021 school year, there were 31 part-time crossing guards. The current rate of pay is approximately \$15.90 per hour. The program is overseen by the Chief of Police, with the daily operational oversight conducted by several Police personnel. The Human Resources division provides administrative

support related to hiring, recruiting, and processing of candidates. Additionally, the Police Department provides substitutions for crossing guard absences when needed.

The 2021 budget to maintain crossing guards is \$185,400 for temporary pay. This basic cost does not include other costs incurred to support the program. The City pays approximately \$1,000 per year for equipment and \$1,040 for background checks and physical examinations. Administrative expenses provided by Police personnel are approximately 1,450 hours or \$104,000 annually. The annual administrative cost provided by the Human Resources division including recruitment is estimated to be 10 hours or approximately \$780. The staff time spent on administration is compounded in years with high turnover among the part-time crossing guard staff. For example, in 2019 the turnover was thirteen crossing guards.

Turnovers and daily sick calls create gaps in crossing guard coverage that require Police personnel to fill in. Police personnel are also required in scenarios where, even without turnover and sick calls, the City does not have the adequate number of part-time crossing guards to cover all crossing locations. For 2020-2021, the Police Department provided crossing guard coverage for approximately 400 hours. Including salary and benefits, utilizing Police personnel adds an estimated \$24,700 to the crossing guard program.

In total, staff estimates that the annual cost for the City to manage the crossing guard program is \$316,920. Costs not considered in the above analysis include unemployment insurance and workers compensation. Additionally, having a third-party vendor assume the risks of the crossing guard program will reduce the City's exposure to potential litigation.

**Recommendation:** Staff recommends City Council consider awarding the crossing guard services contract to Andy Frain Services for a one-year term from January 1, 2022 to December 31, 2022 with three optional one-year extensions.

***Attachments:***

Resolution R-163-21

Exhibit A – Andy Frain Services Contract

CITY OF DES PLAINES

RESOLUTION R - 163 - 21

**A RESOLUTION APPROVING AN AGREEMENT WITH  
ANDY FRAIN SERVICES FOR CROSSING GUARD  
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 or about June 15, 2021, the City issued a Request for Proposals seeking a qualified vendor to provide Crossing Guard Services ("**Services**"); and

**WHEREAS**, Andy Frain Services ("**Vendor**") submitted a proposal to perform the Services at the following rates: \$16.00 per hour in the field and \$8.97 per hour for administrative services for crossing guards, and \$18.00 per hour in the field and \$6.97 per hour for administrative services for field supervisors, for a total estimated annual cost of \$333,574.23; and

**WHEREAS**, the City evaluated all responses to the Request for Proposals and determined that the proposal submitted by Vendor is the most advantageous to and would best serve the City; and

**WHEREAS**, the City and Vendor have determined that it is in their best interest to enter into a one-year agreement ("**Agreement**") for the provision of the Services by Vendor at the prices proposed; and

**WHEREAS**, the City Council has determined that is in the best interest of the City to approve and enter into the Agreement with Vendor;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF DES PLAINES, COOK COUNTY, ILLINOIS**, in the exercise of its home rule powers, as follows:

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

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

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

**SECTION 4: EFFECTIVE DATE.** This Resolution shall be in full force and effect upon its passage and approval by a majority of the members of the City Council.

**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 a Contract with Andy Frain Services for Crossing Guard Services

**CITY OF DES PLAINES**  
**CONTRACT FOR CROSSING GUARD SERVICES**

**THIS CONTRACT (“Contract”)** is dated as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“**Effective Date**”) and is by and between the **CITY OF DES PLAINES**, an Illinois home rule municipal corporation (“**City**”), and Andy Frain Services, Inc., an Illinois corporation (“**Vendor**”) (collectively, the “**Parties**”).

**IN CONSIDERATION OF** the agreements set forth in this Contract, the receipt and sufficiency of which are mutually acknowledged, and pursuant to the City’s statutory home rule powers, the Parties agree as follows:

**SECTION 1. SCOPE AND PROVISION OF SERVICES.**

**A. Services.** The City hereby engages the Vendor identified below to provide all crossing guard services (collectively, the “**Services**”), as such Services are more fully described in the Scope of Work, a copy of which is attached as **Exhibit A** to this Contract (“**Scope of Work**”). The Vendor must provide the Services pursuant to the terms and conditions of this Contract and as described more fully in the Scope of Work.

**B. Commencement; Term.** The Vendor will commence the Services immediately upon receipt of written notice from the City that this Contract has been fully executed by the Parties (“**Commencement Date**”). The Vendor will diligently and continuously prosecute the Services through December 31, 2022 (“**Term**”). The City and the Vendor may renew this Contract for up four additional one-year terms (each a “**Renewal Term**”) by mutual written agreement of the Parties.

**C. Reporting.** The Vendor will regularly report to the City regarding the progress of the Services during the term of this Contract.

**D. Relationship of the Parties.** The Vendor will act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Contract will be construed to: (i) create the relationship of principal and agent, employer and employee, partners, or joint ventures between the City and the Vendor; or (ii) create any relationship between the City and any subcontractor of the Vendor.

**E. Information Releases.** The Vendor will not issue any news releases or other public statements regarding the Services without prior approval from the City.

**F. Mutual Cooperation.** The City will cooperate with the Vendor in the performance of the Services, including meeting with the Vendor and providing the Vendor with any non-confidential information that the City may have that may be relevant and helpful to the Vendor’s performance of the Services. The Vendor agrees to cooperate with the City in the performance of the Services to complete the Work and with any other the Vendors engaged by the City.

**G. Compliance with Laws and Grants.**

1. The Vendor will give all notices, pay all fees, and take all other actions that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required or necessary in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Vendor will also comply with all conditions of any federal, state, or local grant received by City or the Vendor with respect to this Contract or the Services.

2. The Vendor will be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Vendor’s, or its subcontractors’, performance of, or failure to perform, the Services or any part of the Services.

3. Every provision of law required by law to be inserted into this Contract will be deemed to be inserted herein.

## **SECTION 2. COMPENSATION AND METHOD OF PAYMENT.**

**A. Compensation.** The total amount billed shall be in accordance with the Schedule of Prices, attached to and made a part of this Contract as **Exhibit B (“Schedule of Prices”)**.

**B. Invoices and Payment.** The Vendor will be paid as provided in the Schedule of Prices. The Vendor will submit invoices to the City in an approved format for those portions of the Services performed and completed by the Vendor. The City will pay to the Vendor the amount billed in accordance with the Illinois Prompt Payment Act, 50 ILCS 505/1 *et seq.*

**C. Records.** The Vendor will maintain records showing actual time devoted and costs incurred, and will permit the authorized representative of the City to inspect and audit all data and records of the Vendor for work done under this Contract. The records required to be made available to the City under this Section 2.C will be made available at reasonable times during the term of this Contract, and for five years after the termination of this Contract.

**D. Claim in Addition to Compensation.** If the Vendor claims a right to additional compensation as a result of action taken by the City, the Vendor must provide written notice to the City of the claim within seven days after occurrence of the action, and no claim for additional compensation will be valid unless made in accordance with this Section 2.D. Any changes in the Compensation will be valid only upon written amendment pursuant to Section 10.A of this Contract. Regardless of the decision of the City relative to a claim submitted by the Vendor, the Vendor will proceed with all of the Services required to complete the Services under this Contract as determined by the City without interruption.

**E. Taxes, Benefits, Royalties.** The Compensation includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services, including, without limitation, all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. The Vendor waives and releases any claim or right to claim additional compensation by reason of the payment of any tax, contribution, premium, costs, royalties, or fees.

**F. Completion and Acceptance of Services.** The Services, and any phase of the Services, will be considered complete on the date of final written acceptance by the City of the Services or each phase of the Services, as the case may be.

**G. Additional Services.** The City will not be liable for any costs incurred by the Vendor in connection with any services provided by the Vendor that are outside the scope of this Contract (**“Additional Services”**), regardless of whether the Additional Services are requested or directed by the City, except upon the prior written consent of the City Manager after approval in accordance with applicable procedures.

**H. No Additional Obligation.** The City is under no obligation under this Contract or otherwise to negotiate or enter into any other or additional contracts or agreements with the Vendor, or with any vendor solicited or recommended by the Vendor.

**I. Escalation.** Vendor must notify the City of any proposed increase in prices listed on the Schedule of Prices for any Term or Renewal Term at least sixty (60) days before the expiration of the Term or Renewal Term. Proposed price increase must not exceed the CPI-All Urban Consumers, Chicago-Naperville-Elgin or 3%, whichever is less. CPI will be based upon the change in the annual CPI Index, non-seasonal adjusted. The City reserves the right to reject a proposed price increase and allow the Contract to expire.

## **SECTION 3. PERSONNEL; SUBCONTRACTORS.**

**A. Availability of Personnel.** The Vendor will provide all personnel necessary to complete the Services.

**B. Approval and Use of Subcontractors.** The Vendor will perform the Services with its own personnel and under the management, supervision, and control of its own organization, unless otherwise approved by the City in writing. All subcontractors and subcontracts used by the Vendor will be acceptable to, and approved in advance by, the City. The City’s approval of any subcontractor or subcontract will not relieve the Vendor of full responsibility and liability for the provision, performance, and completion of the Services as required by this Contract. All Services performed under any subcontract will be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Vendor. For purposes of this Contract, the term “Vendor” will be deemed also to refer to all subcontractors of the Vendor, and every subcontract will include a provision binding the subcontractor to all provisions of this Contract.

**C. Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the City, then, immediately upon notice from the City, the Vendor will remove and replace the personnel or subcontractor. The Vendor will have no claim for damages, for compensation in excess of the amount contained in this Contract or for a delay or extension of the Term as a result of any removal or replacement.

#### **SECTION 4. TERMINATION.**

Notwithstanding any other provision hereof, the City may terminate this Contract, at any time and for any reason, upon seven days prior written notice to the Vendor. In the event that this Contract is so terminated, the Vendor will be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in the Scope of Work.

#### **SECTION 5. CONFIDENTIAL INFORMATION; OWNERSHIP OF WORK PRODUCT AND DOCUMENTS.**

**A. Confidential Information.** In the performance of this Contract, the Vendor may have access to or receive certain information in the possession of the City that is not generally known to members of the public (“**Confidential Information**”). Confidential Information includes, without limitation, proprietary information, copyrighted material, personal or private data of every kin, financial information, health records and information, maps, and all other information of a personal nature. The Vendor must not use or disclose any Confidential Information without the prior written consent of the City. If the Vendor has any doubt about the confidentiality of any information, then the Vendor must seek a determination from the City regarding the confidentiality of the information. The Vendor and all of its personnel and subcontractors must make and apply all safeguards necessary to prevent the improper use or disclosure of any Confidential Information. At the expiration or termination of this Contract, the Vendor must promptly cease using, and must return or destroy (and certify in writing destruction of), all Confidential Information, including all copies, whether physical or in any other form, in its possession. The Vendor may not transfer to, store in, or otherwise allow work product containing Confidential Information to be located in any location, whether physical or digital, not under the control of the Vendor. If the Vendor is required, by any government authority or court of competent jurisdiction, to disclose any Confidential information, the Vendor must immediately give notice to the City with the understanding that the City will have the opportunity to contest the process by any means available to it prior to submission of any documents to a court or other third party. The Vendor must cause all of its personnel and subcontractors to undertake and abide by the same obligations regarding Confidential Information as the Vendor.

**B. Ownership.** The Vendor agrees that all work product, in any form, prepared, collected, or received by the Vendor in connection with any or all of the Services to be performed under this Contract will be and remain the exclusive property of the City. At the City’s request, or upon termination of this Contract, the Vendor will cause the work product to be promptly delivered to the City. Any outstanding payment obligations may not be used as a basis to withhold work product. The Vendor agrees that, to the extent permitted by law, any and all work product will exclusively be deemed “works for hire” within the meaning and purview of the United States Copyright Act, 17 U.S.C. § 101 et seq subject to the terms of this Contract. To the extent any work product does not qualify as a “work for hire,” the Vendor irrevocably grants, assigns, and transfers to the City all right, title, and interest in and to the work product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All intellectual property, Confidential Information, and work product will at all times be and remain the property of the City. The Vendor will execute all documents and perform all acts that the City may request in order to assist the City in perfecting or protecting its rights in and to the work product and all intellectual property rights relating to the work product. All of the foregoing items will be delivered to the City upon demand at any time and in any event, will be promptly delivered to the City upon expiration or termination of this Contract within three days after a demand. In addition, the Vendor will return the City’s data in the format requested by the City. If any of the above items are lost or damaged while in the Vendor’s possession, those items will be restored or replaced at the Vendor’s expense.

**C. Freedom of Information Act and Local Records Act.** The Vendor acknowledges that this Contract, all documents submitted to the City related to this Contract, and records in the possession of the Vendor related to this Contract or the Services may be a matter of public record and may be subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., and any other comparable state or federal laws now existing or adopted later (collectively, the “**Disclosure Laws**”). In the event that the City requests records from the Vendor, the Vendor shall promptly cooperate with the City to enable the City to meet all of its obligations under the applicable Disclosure Law. The Vendor acknowledges and agrees that the determination as to whether information in the records is exempt from disclosure or should be released to the public will be made by the City in its sole and absolute discretion.

**D. Injunctive Relief.** In the event of a breach or threatened breach of this Section 5, the City may suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, the Vendor agrees that the City will be entitled to seek immediate injunctive relief to prevent or curtail any breach, threatened



or actual. The rights provided under this Section 5.D are in addition and without prejudice to any rights that the City may have in equity, by law or statute. The Vendor will fully cooperate with the City in identifying the scope of any improper use or dissemination of data protected by this Section 5 and will assist the City in any notification efforts required by law.

## **SECTION 6. WARRANTY.**

The Vendor warrants that the Services will be performed in accordance with the highest standards of professional practice, care, skill, and diligence practiced by recognized consulting firms or licensed and accredited professionals in performing services of a similar nature. This warranty is in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are reserved unto the City. Any of the Services required by law or by this Contract to be performed by licensed professionals will be performed by professionals licensed by the State of Illinois to practice in the applicable professional discipline.

## **SECTION 7. VENDOR REPRESENTATIONS.**

**A. Ability to Perform.** represents that it is financially solvent, has the necessary financial resources, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services in accordance with this Contract and in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

**B. Authorization.** The execution, delivery and performance by the Vendor of this Contract has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplemented, any of the applicable requirements of law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which the Vendor is now a party or by which the Vendor is now or may become bound.

**C. Company Background.** The information disclosed by the Vendor regarding its corporate structure, financial condition, expertise, and experience is true and correct. The Vendor will promptly notify City in writing of any material change to or about the Vendor, including without limitation to change in ownership or control, and any change will be subject to City approval which will not be unreasonably withheld.

**D. Conflict of Interest.** The Vendor represents and certifies that, to the best of its knowledge: (1) no City employee, official, or agent has an interest in the business of the Vendor or this Contract; (2) as of the date of this Contract, neither the Vendor nor any person employed or associated with the Vendor has any interest that would conflict in any manner or degree with the performance of the obligations under this Contract; and (3) neither the Vendor nor any person employed by or associated with the Vendor will at any time during the term of this Contract obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Contract.

**E. No Collusion.** The Vendor represents and certifies that the Vendor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Vendor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 2012, 720 ILCS 5/33E-1 *et seq.* The Vendor represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to the City prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it is found that the Vendor has, in procuring this Contract, colluded with any other person, firm, or corporation, then the Vendor will be liable to the City for all loss or damage that the City may suffer, and this Contract will, at the City's option, be null and void.

**F. Sexual Harassment Policy.** The Vendor certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

**G. No Default.** The Vendor is not in arrears to the City under any debt or contract and is not in default as surety, contractor, or otherwise to any person, unless as disclosed the City in writing.

**H. No Legal Actions Preventing Performance.** As of the Effective Date, the Vendor has no knowledge of any action, suit, proceeding, claim or investigation pending or to its knowledge threatened against the Vendor in any court, or by or before any federal, state, municipal, or governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect the Vendor's ability to perform its obligation under this Contract.

**I. Patriot Act Compliance.** The Vendor represents and warrants to the City that neither the Vendor nor any of its principals, shareholders, or other employees or officials (collectively "**Personnel**") is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Vendor further represents and warrants that the Vendor and its Personnel are not directly or indirectly engaged in or facilitating transactions related to this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Vendor must, and will, defend, indemnify, and hold harmless the City and its officials, officers, authorities, and all City elected or appointed officials, officers, employees, agents, representatives, and attorneys from and against every claim, damage, loss, risk, liability, and expense (including attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this Section 7.I.

## **SECTION 8. INDEMNIFICATION; INSURANCE; NO PERSONAL LIABILITY.**

**A. Indemnification.** The Vendor agrees to, and does hereby, hold harmless and indemnify the City and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with this Contract or the Vendor's performance, or failure to perform, all or any part of the Services; provided, however, that this indemnity does not, and will not, apply to willful misconduct or gross negligence on the part of the City.

Notwithstanding anything to the contrary in this Agreement, Contractor shall not indemnify or be required to indemnify Customer from or against any losses, claims, damages, injuries, liabilities or judgments to the extent that they are: (i) caused by the contributory negligence of Customer or its directors, officers, members, partners, affiliates, licensees, invitees, representatives, agents, or employees other than Contractor; (ii) arising from Customer's business decisions, including but not limited to, decisions to remove patrons or personnel from the Property and decisions regarding the number or placement of Service Personnel or hours of service; (iii) caused by or resulting from the wrongful or negligent acts, errors or omissions of third parties; or (iv) arising out of injury to or death of any employee of Contractor, except to the extent such claim arises out of the contributory negligence of Contractor, its directors, officers, partners, affiliates, licensees, representatives, agents, or employees.

It is expressly understood and agreed that Contractor is not responsible for performing any maintenance or construction services including but not limited to elevator or escalator maintenance, concrete, sidewalk, walkway, tile, carpeting (or floor/ground/stair covering of any kind), pavement, curb, roadway, light repair, lock or alarm device repair or maintenance, building upkeep, snow removal, or garbage, debris, food, water or transient substance removal. It is further understood and agreed that Contractor is not required or requested to report any maintenance needs or failures to Customer, or protect any persons entering onto Customer's property, from conditions of the premises, including the foregoing, other than those obvious during reasonable inspection and which pose an immediate danger to persons permitted on the Property.

Contractor does not warrant nor represent that its Services will prevent any injury or illness caused by any person entering onto Customer's property.

**B. Insurance.** Contemporaneous with the Vendor's execution of this Contract, the Vendor will provide certificates of insurance, all with coverages and limits acceptable to the City, and the Vendor must provide certificates of insurance, endorsements, and insurance policies acceptable to the City and including at least the minimum insurance coverage and limits set forth in **Exhibit C** to this Contract. For good cause shown by the Vendor, the City may extend the time for submission of the required certificates, endorsements, and policies and may impose deadlines or other terms to assure compliance with this Section 8.B. Each certificate and endorsement must be in a form acceptable to the City and from a company with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Each insurance policy must provide that no change, modification, or cancellation of any insurance will become effective until the expiration of 30 days after written notice of the change, modification in, or cancellation will have been given by the insurance company to the City (10 days' written notice in the event of cancellation due to the Vendor's non-payment of premium). The Vendor must maintain and keep in force, at all times during the term of this Contract and at the Vendor's expense, the insurance coverage provided in this Section 8.B and **Exhibit C**, including without limitation at all times while correcting any failure to meet the warranty requirements of Section 6 of this Contract.

**C. No Personal Liability.** No elected or appointed official, or employee of the City will be personally liable, in law or in contract, to the Vendor as the result of the execution and performance of this Contract.

## **SECTION 9. DEFAULT.**

**A. Default.** If the City determines that the Vendor has failed or refused to properly undertake the Services with diligence, or has delayed in the undertaking of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Contract, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Contract ("**Event of Default**"), and fails to cure any the Event of Default within ten days after the Vendor's receipt of written notice of the Event of Default from the City, then the City will have the right, notwithstanding the availability of other remedies provided by law or equity, to pursue any one or more of the remedies provided for under Section 9.B of this Contract.

**B. Remedies.** In case of any Event of Default, the City may pursue the following remedies:

1. Cure by the Vendor. The City may require the Vendor, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Vendor and the Services into compliance with this Contract;

2. Termination of Contract. The City may terminate this Contract and, notwithstanding anything in Section 3.C. of this Contract, the City will not have any liability for further payment of amounts due or to become due under this Contract;

3. Withholding of Payment. The City may withhold from any payment, whether or not previously approved, or may recover from the Vendor, any and all costs, including attorneys' fees and administrative expenses, incurred by the City as the result of any Event of Default by the Vendor or as a result of actions taken by the City in response to any Event of Default by the Vendor.

## **SECTION 10. GENERAL PROVISIONS.**

**A. Amendment.** No amendment to this Contract will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed.

**B. Assignment.** Neither Party may assign their rights or obligations under this Contract without the prior written consent of the other party.

**C. City Actions, Consents, and Approvals.** Any action, consent, or approval needed to be taken or given under this Contract by the City may only be performed by the City Manager or their designee, to the extent provided for by law.

**D. Binding Effect.** The terms of this Contract bind and inure to the benefit of the Parties and their agents, successors, and assigns.

**E. Notice.** Any notice required to be given under this Contract must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by E-mail. E-mail notices will be deemed valid and received by the addressee only upon explicit or implicit acknowledgment of receipt by the addressee. Unless otherwise expressly provided in this Contract, notices will be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 10.E, each party will have the right to change the address or the addressee, or both, for all future notices to the other party, but no notice of a change of addressee or address will be effective until actually received.

Notices to the City will be addressed to, and delivered at, the following address:

City of Des Plaines

1420 Miner Street  
Des Plaines, Illinois 60018  
Attention: City Manager  
E-mail: mbartholomew@cityofdesplaines.org

With a copy to:

Elrod Friedman LLP  
325 N. LaSalle Street, Suite 450  
Chicago, Illinois 60650  
Attention: Peter Friedman  
E-mail: peter.friedman@elrodfriedman.com

Notices to the Vendor will be addressed to, and delivered at, the following address:

Andy Frain Services, Inc.  
ATTN: David Clayton, CEO/President  
761 Shoreline Drive  
Aurora, Illinois 60504  
dclayton@andyfrain.com  
cc: Stacey McGlynn Atkins, General Counsel  
satkins@andyfrain.com

**F. Third Party Beneficiary.** The provisions of this Contract are and will be for the benefit of the Vendor and City only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Contract. The City will not be liable to any vendor or other third party for any agreements made by the Vendor, purportedly on behalf of the City, without the knowledge and approval of the City Trustees.

**G. Severability.** If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the City will have the right, in its sole and absolute discretion, to determine if (i) the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated, or (ii) the entire agreement shall be invalid, void, and unenforceable.

**H. Time of the Essence.** Time is of the essence in the performance of this Contract.

**I. Governing Laws.** This Contract will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

**J. Venue.** Exclusive jurisdiction with regard to the any actions or proceedings arising from, relating to, or in connection with this Contract will be in the Circuit Court of Cook County, Illinois or, where applicable, in the federal court for the Northern District of Illinois. The Parties waive their respective right to transfer or change the venue of any litigation filed in the Circuit Court of Cook County, Illinois.

**K. Entire Contract.** This Contract constitutes the entire agreement between the Parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the City and the Vendor with respect to the Scope of Work and the Services.

**L. Non-Waiver.** No waiver of any provision of this Contract will be deemed to or constitute a waiver of any other provision of this Contract (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Contract.

**M. Exhibits. Exhibits A, B, and C.** attached to this Contract are, incorporated in and made a part of this Contract. In the event of a conflict between any Exhibit and the text of this Contract, the text of this Contract will control. In the event of a conflict between the Scope of Work and the Vendor's Proposal, the Scope of Work shall control.

**N. Rights Cumulative.** Unless expressly provided to the contrary in this Contract, each and every one of the rights, remedies, and benefits provided by this Contract will be cumulative and will not be exclusive of any other rights, remedies, and benefits allowed by law.

**O. Consents.** Unless otherwise provided in this Contract, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Contract, or of any duly authorized officer, employee, agent, or representative of any party to this Contract, is required in this Contract, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

**P. Interpretation.** This Contract will be construed without regard to the identity of the Party which drafted the various provisions of this Contract. Every provision of this Contract will be construed as though all Parties to this Contract participated equally in the drafting of this Contract. Any rule or construction that a document is to be construed against the drafting party will not be applicable to this Contract.

**Q. Survival.** The provisions of Sections 5 and 8 will survive the termination or expiration of the Contract.

**R. Calendar Days; Calculation of Time Periods.** Unless otherwise specific in this Contract, any reference to days in this Contract will be construed to be calendar days. Unless otherwise specified, in computing any period of time described in this Contract, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central time.

**S. Counterpart Execution.** This Contract may be executed in several counterparts, each of which, is deemed to be an original, but all of which together will constitute one and the same instrument.

**T. Force Majeure/Suspension of Service.** In the event that the City's operations at the property where Services are performed are halted or substantially decreased by reason of war, hostilities, revolution, riot, civil commotion, terrorist attack, national emergency, strike, labor dispute, lockout, picketing, unavailability of supplies, epidemic, pandemic, endemic, fire, flood, catastrophic weather-like issue, earthquake, force of nature, explosion, embargo, Act of God, or other cause beyond the control of the City ("**Force Majeure Event**"), then those portions of this Contract concerning the Services to be provided at the affected property shall, upon twenty-four (24) hours written notice from the City to the Vendor, be suspended until further written notice by the City to the Vendor. Notwithstanding the foregoing, the City shall pay, in accordance with the terms hereof, the Vendor for all Services provided or scheduled to be provided prior to such suspension of, or decrease in, operations. In the event the Vendor is prevented from completing this Contract by reason of a Force Majeure Event, this Contract may be suspended for the duration such Force Majeure Event prevents Vendor from performing the Services, on twenty-four (24) hours' notice addressed by the Vendor to the City, provided that the Vendor uses reasonable efforts to cure or mitigate any delays or failure to perform. If Vendor suspends the Services due to a Force Majeure Event, the City will be liable to pay Vendor only for those Services actually performed.

ATTEST:

**VENDOR**

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

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

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

Its: \_\_\_\_\_

ATTEST:

**CITY**

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

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

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

Its: \_\_\_\_\_

## EXHIBIT A – Scope of Work

### **A. Intent**

The City of Des Plaines ("City") is seeking a qualified consultant ("Proposer") to provide crossing guard services and administration duties for its crossing guard program reporting to the City's Police Chief or his/her designee.

### **B. Proposal and Contract**

Each proposal submitted is an offer only by each respective proposer to perform the Services for the City. Issuance of this RFP does not obligate the City to enter into a contract with any proposer nor does it obligate the City to pay any costs incurred by a proposer in its preparation and submission of a proposal.

The decision by the City to accept or reject a proposal is a function of the quality reliability, capability, reputation, and expertise of the proposers. The City will enter into a Contract with the proposer whose proposal the City determines, in the City's sole discretion, is in the best interest of the City.

### **C. Overview**

The Proposer shall provide a sufficient number of crossing guards and field supervisors as designated by the City to perform duties and responsibilities associated with the safe crossing of school children at a variety of traffic intersections within the City. Such duties and responsibilities include, but are not limited to, the following: Stop traffic to allow children and other pedestrians to cross the traffic way safely; walk with children across city streets; utilize authorized signals to direct vehicle flow and pedestrian traffic; assist the public by providing directions and responding to questions and inquiries; report vehicles that violate traffic signals to the City Police Department; and perform related duties and responsibilities as required.

Crossing Guards and Field Supervisors shall meet the Adult Crossing Guard standards set forth in the 2009 Edition of the Manual on Uniform Traffic Control Devices (MUTCD), or the most recent edition of the MUTCD adopted by the State of Illinois.

### **D. Crossing Guards**

The Proposer shall furnish the City with a sufficient number of employees to perform Crossing Guard services at locations providing coverage as designated by the City for the 2021-2022 school year and at other times directed by the City. Prior to each school year, the City shall provide the Proposer with a schedule, listing the days crossing guard and field supervision services are required for the upcoming school year. The Proposer should expect to provide crossing guard and field supervision services for 180 of the 365 day calendar year in accordance with the time and locations identified by the City.

Proposed staff shall be fluent in both written and spoken conversational English (capable of passing testing of same).

### **E. Supervisory Staff/Management Level Site Staff**

The Proposer shall provide the name and contact information for the Site Supervisory Staff and Project Manager. Supervisory staff must be onsite during all active hours of operations to provide supervision and direction to Crossing Guard employees. Each field supervisor shall report and confer with the Proposer's Project Manager who in turn shall report and confer with the City's designated contact person with respect to services performed. Such reporting and conferring shall be as frequently as mutually agreed by the parties hereto, or as necessary due to any unusual circumstances.

The Proposer shall bill the City for actual hours worked, not to exceed six (6) hours per day, unless the Parties mutually agree in writing to adjust that amount.

### **F. Unavailability of Crossing Guards**

If at any time the Proposer is unable to assign a Crossing Guard to a post described in the current year's post schedule for any reasons, then the Field Supervisor shall immediately notify the City, and the City will assign a member of its Police Department to cover that post (each instance to be classified as "City Coverage"). Whenever a City Coverage occurs, the Proposer shall not bill the City for the scheduled paid hours that would have been generated had the Crossing Guard covered the post as assigned. Additionally, beginning with the fifth City Coverage and ending with the tenth City Coverage in a school year, the City shall receive a credit on the next Proposer invoice of \$150.00 per City coverage. For every City Coverage after 10 during the same school year, the City shall receive a credit of \$225.00 on the next Proposer invoice. **The expectation is that all scheduled posts will be covered at all times.**

### **G. Training**

All service personnel utilized by the Proposer shall be trained with the Proposer's City approved materials or instructions such that service personnel are fully equipped and competent to perform their duties in a safe, courteous and workmanlike manner and in compliance with all applicable work rules and regulations. The City approved training materials and training plan shall meet the standards and procedures described in the 2009 Edition of the Manual on Uniform Traffic Control Devices (MUTCD), or the most recent edition of the MUTCD adopted by the State of Illinois.

### **H. Performance Reviews**

The Proposer shall meet with the City during the month of December for a review of the Proposer's performance. Additionally, a review shall occur 60 days before the end of the contract or when requested by the City.



**I. Performance Reports**

On a monthly basis, the Proposer shall furnish the City with performance reports. Such reports shall include but is not limited to details sufficient to indicate at which location services were performed and any other detail as reasonably requested by the City.

Please provide with your submission an example of a performance report, which shall include but not be limited to, the training schedule, trainings completed for each individual on the City's account, number of unmanned crossings, and number of days a supervisor was on site and the name of that supervisor, customer complaints, discipline and performance issues, and turnover rates.

**J. Pre-Employment Background Checks and Annual Background Reviews**

All Crossing Guards and Field Supervisors that may be assigned to City posts (collectively, Employees) shall undergo full pre-employment background checks consisting of the following;

- Multi-state name and address background check (which will be performed tri-annually on all employees)
- Federal name and address background check
- Illinois State Police Sex Offender Database check
- Illinois state Police Murderer and Violent Crimes against youth Database check
- U.S. Department of Justice Nationwide Sex Offender check
- Live Scan fingerprint background check
- National Social Security search
- Patriot Act search
- OFAC Watch List search

The Proposer's employees must successfully pass each component of a background check. Any inconsistencies and/or infractions identified must be reported to the City. Exceptions to the above include minor traffic violations, and/or de minimus variations in a Proposer's reported work history with respect to dates of employment and rate of pay. "De minimus" shall be defined as less than three (3) months' variation in the reported/actual start or end date of previous employment, and less than one dollar (\$1.00) per hour in reported/actual rate of pay.

On an annual basis, the Proposer shall perform a background review (the "Annual Background Review") on all then current Employees, regardless of date of hire, sufficient to determine that the Employee;

- Does not appear on the Illinois Statewide Sex Offender Register
- Does not appear on the Illinois Statewide Murderer Violent
- Does not appear on the U.S. Department of Justice Nationwide Sex Offender Database
- Has not been convicted of any crime that would prohibit the Employee from working for a school district pursuant to Section 10-21.9 of the Illinois School Code, 105 ILCS 5/10-21.9

The Proposer shall initiate the Annual Background reviews no later than 30 days prior to the first day of classes in the upcoming school year and shall provide the City with statements of compliance certifying that all then current Employees have passed the Annual Background reviews no later than seven (7) days prior to the first day of classes of the upcoming school year. No Employee who fails the Pre-Employment background check or the Annual Background Review shall be eligible to work at any City post, and the Proposer shall take all necessary actions to ensure that such ineligible employees are replaced by individuals who have passed the pre-employment background check and the Annual Background review.

The City reserves the right, at its sole discretion, to require additional random and/or extensive background checks. Additionally, the City maintains the right to review a background check of any Proposer employee that provides services to the City.

Proposer employees whom the City deems careless, discourteous or otherwise objectionable or who cannot meet standards required for security or other reasons will be prohibited from working on behalf of the City.

Failure to perform initial and annual background checks and failure to provide the results to the City will result in termination of this Contract.

**K. Pre-Employment Background Checks and Annual Background Reviews**

All prospective Crossing Guard candidates assigned to the City shall pass a pre-employment medical exam. At minimum, the pre-employment medical examination must include the following:

- Basic medical examination to verify that the candidate can safely perform the essential functions of the job, as defined in the City's Crossing Guard job description;
- Vision exam to verify that the candidate has at least 20/40 vision, with or without corrective lenses. If a candidate requires corrective lenses, the report from the medical provider conducting the pre-employment medical examination must note whether the candidate is qualified for the position with corrective lenses;
- Hearing exam to verify that the candidate is able to hear at 40 decibels or better, with or without a hearing aid(s). If a candidate requires a hearing aid(s), the report from the medical provider conducting the pre-employment medical examination must note whether the candidate is qualified for the position with hearing aid(s).



- Drug and alcohol test. At a minimum, the drug test shall include a 10-panel non-DOT drug and alcohol screen. The screen (s) must be process by a laboratory certified by the U.S. Department of Health and Human Services and conform to S.A.M.H.S.A. standards.

In addition to the above mentioned exams, all Crossing Guards that may be assigned to City posts shall undergo annual abbreviated medical exams (“mini-medicals”) consisting of;

- Health history, including current list of medications
- Vision screening as described above
- Hearing tests as described above
- Physical exam focusing on blood pressure, reflexes, eyes, ears, throat, head, neck, lungs and stomach
- Assessment of mental and neurological capabilities based on history of medications taken and responses to physician questions.

All mini-medicals shall be completed no later than 30 days before the first day of classes in the upcoming school year. The City shall pay the Proposer no more than \$65 per mini-medical that is actually completed. These amounts shall be included on the next Proposer invoice following the performance of the mini-medicals.

“Successfully passing” a vision exam is defined as documentation of, at a minimum, 20/40 vision, with or without corrective lenses. If corrective lenses are required, an ophthalmologist or optometrist report must note whether the Crossing Guard is qualified to perform the duties as identified herein with the use of corrective lenses.

“Successfully passing” the hearing exam is defined as is able to hear at 40 decibels or better, with or without a hearing aid(s). If a Crossing Guard requires a hearing aid(s), a report from the medical provider conducting the annual hearing examination must note whether the Crossing Guard is qualified to perform the duties as identified herein with a hearing aid(s).

**L. Pre-Employment Training & Annual Training**

Prior to beginning employment, and at least once per year, all crossing guards must receive training on harassment and discrimination prevention.

**M. Crossing Guard Discipline**

If disciplinary action of a crossing guard and/or any individual assigned to the City is required due to an incident that occurred while performing duties for the City, the Proposer will, within one (1) business day of the incident, notify the City. The Proposer’s narrative shall include the date, time, location, summary of the incident and any/all disciplinary action taken including and up to termination.

Failure to notify the City as outlined above will be considered a breach of the Contract and could result in immediate termination of the Contract with no reserved rights to cure.

**N. Work Rules**

The Proposers shall adhere to policies as outlined in the Scope of Work and below. Repetitive violation of policies (e.g. excessive tardiness, cell phone usage) could result in termination of the Contract.

- Tardy - Due to the significant nature of the services provided under this RFP, it is imperative the Crossing Guards are at their designated locations no later than 10 minutes before the start of each shift. The Crossing Guard will be considered tardy within 10 minutes after the beginning of their designated shift. The Proposer will report all “Tardy” designations to the City each month.
- No Show - A Crossing Guard will be considered a no-show if they are not present at their crossing location 30 minutes after the beginning of their designated shift. In the event of a no-show, the City Police Chief or his/her designee will be contacted by the Proposer immediately. Please submit with your proposal, a detailed backup plan in the event a Crossing Guard is a no-show.

**O. Uniforms**

The Proposer shall provide each crossing guard uniforms at no additional cost to the City that shall be approved by the Chief of Police or his/her designee. Uniforms shall be worn at all times while performing duties. Each Crossing Guard uniform shall meet the standards set forth in the 2009 Edition of the Manual on Uniform Traffic Control Devices (MUTCD), or the most recent edition of the MUTCD adopted by the State of Illinois. Crossing Guard uniforms shall not be affixed with the Proposer’s name.

Uniforms shall include, but are not limited to:

- Regulation size, hand-held stop sign
- Brass or plastic whistle
- Traffic safety vest
- Proper weather apparel e.g. High visibility rain coat

### Crossing Times and Locations

<b>Crossing Location</b>	<b>District</b>	<b>Morning Crossing Time</b>	<b>Afternoon Crossing Time</b>	<b>Monday Afternoon Crossing Time (District 62)</b>	<b>Wednesday Afternoon Crossing Time (District 59)</b>	<b>Daily Crossing Time (minutes)</b>	<b>Daily Pay (hours)</b>	<b># Of Guards Needed</b>
RIVER RD / PERRY ST	62	8:00 - 9:00 AM	3:00 - 4:00 PM	2:45 - 3:45 PM		120	2	1
LEE ST / PERRY ST	62	8:00 - 9:00 AM	3:00 - 4:00 PM	2:45 - 3:45 PM		120	2	1
ELK BLVD / RAND RD	62	8:00 - 9:00 AM	3:00 - 4:00 PM	2:45 - 3:45 PM		120	2	2
GOLF RD / SIXTH AVE	62	7:30 - 9:00 AM	2:45 - 3:45 PM	2:45 - 3:45 PM		150	2.5	1
DRAKE LN / WOLF RD	62	7:30 - 9:00 AM	2:45 - 3:45 PM	2:45 - 3:45 PM		150	2.5	2
RAND RD / THIRD AVE	62	7:30 - 9:00 AM	2:45 - 3:45 PM	2:45 - 3:45 PM		150	2.5	1
RAND RD / WOLF RD	62	7:30 - 9:00 AM	2:45 - 3:45 PM	2:45 - 3:45 PM		150	2.5	2
THACKER ST / CORA ST	62	7:45 - 9:15 AM	2:45 - 3:45 PM	2:45 - 3:45 PM		150	2.5	1
DARA JAMES / DULLES	59	8:15 - 9:15 AM	3:00 - 4:00 PM		2:15 - 3:15 PM	120	2	1
THACKER / OUTER BELT	62	8:00 - 9:00 AM	3:00 - 4:00 PM	2:45 - 3:45 PM		120	2	1
WOLF RD / THACKER ST	62	8:00 - 9:00 AM	3:00 - 4:00 PM	2:45 - 3:45 PM		120	2	1
WESTGATE / THACKER	62	8:00 - 9:00 AM	3:00 - 4:00 PM	2:45 - 3:45 PM		120	2	2
WOLF RD / GOLF RD	62	7:30 - 9:00 AM	3:00 - 4:00 PM	2:45 - 3:45 PM		150	2.5	1
FOREST AVE / FIFTH AVE	62	7:30 - 9:00 AM	3:00 - 4:00 PM	2:45 - 3:45 PM		150	2.5	1
FOREST AVE / WOLF RD	62	7:30 - 9:00 AM	3:00 - 4:00 PM	2:45 - 3:45 PM		150	2.5	2
ALGONQUIN RD / FIFTH	62	7:30 - 9:00 AM	3:00 - 4:00 PM	2:45 - 3:45 PM		150	2.5	2
ALGONQUIN RD / WOLF	62	7:30 - 9:00 AM	3:00 - 4:00 PM	2:45 - 3:45 PM		150	2.5	1
CINDY LN/ FOREST AVE	62	7:30 - 9:00 AM	3:00 - 4:00 PM	2:45 - 3:45 PM		150	2.5	1
HOWARD AVE/ PLAINFIELD	62	8:00 - 9:00 AM	3:00 - 4:00 PM	2:45 - 3:45 PM		120	2	1
EVERETT AVE / CORA ST	62	8:00 - 9:00 AM	3:00 - 4:00 PM	2:45 - 3:45 PM		120	2	1
TOUHY AVE / MAPLE ST	IROQ/62	7:30 - 9:00 AM	2:30 - 3:30 PM	2:15 - 3:15 PM		150	2.5	1
TOUHY AVE / BIRCH ST	IROQ/62	7:30 - 9:00 AM	2:30 - 3:30 PM	2:15 - 3:15 PM		150	2.5	1
PENNSYLVANIA / ROXBURY	59	8:00 - 9:00 AM	3:00 - 4:00 PM		2:15 - 3:15 PM	120	2	1
ALGONQUIN / SEYMOUR	59	7:30 - 8:30 AM	2:30 - 3:30 PM		2:15 - 3:15 PM	120	2	1
MAPLE ST / PRATT AVE	62	8:00 - 9:00 AM	3:00 - 4:00 PM	2:45 - 3:45 PM		120	2	1

**Crossing Guard Job Description**

Title: Crossing Guard

FLSA Status: Non-Exempt

**BRIEF DESCRIPTION:**

Incumbent oversees the crossing of children before school begins and after it lets out.

**ESSENTIAL FUNCTIONS:**

Note: This information is intended to be descriptive of the key responsibilities of the position. The list of essential functions below does not identify all duties performed by any single incumbent in this position. Additionally, please be aware of the legend below when referring to the physical demands of each essential function.

(S) Sedentary	(L) Light	(M) Medium	(H) Heavy	(V) Very Heavy
Exerting up to 10 lbs. occasionally or negligible weights frequently; sitting most of the time.	Exerting up to 20 lbs. occasionally; 10 lbs. frequently; or negligible amounts constantly; OR requires walking or standing to a significant degree.	Exerting 20-50 lbs. occasionally; 10-25 lbs. frequently; or up to 10 lbs. constantly.	Exerting 50-100 lbs. occasionally; 10-25 lbs. frequently; or up to 10-20 lbs. constantly.	Exerting over 100 lbs. occasionally; 50-100 lbs. frequently; or up to 20-50 lbs. constantly.

Code	Essential Functions	% of Time
L	Providing for pedestrian safety of school children crossing busy streets before, during, and after school hours.	20%
L	Monitoring school intersections and reporting unsafe driving or hazardous conditions to the Police Department.	20%
L	Encouraging patterns of proper crossing behavior by school children.	20%
L	Deterring school children, as necessary, from committing unsafe acts.	20%
L	Informing motorists, by appropriate signals, that school children are using, or about to use the crossing and have the right to proceed.	20%

**JOB REQUIREMENTS:**

<b><u>-Description of Minimum Job Requirements-</u></b>	
Formal Education	No formal education is required.
Experience	No experience is required.
Supervision	Job has no responsibility for the direction or supervision of others.
Human Collaboration Skills	Work requires regular interaction involving exchange and receipt of information.
Freedom to Act	Receives Immediate Direction: The employee normally performs the duty assignment after receiving detailed instructions as to methods, procedures, and desired end results with little room for deviation.
Technical Skills	No technical skills are required.
Budget Responsibility	Job has no budget responsibilities.
Reading	No reading ability is required.
Math	No mathematical ability is required.
Writing	No writing ability is required.
Certification & Other Requirements	No certifications are required.

**OVERALL PHYSICAL STRENGTH DEMANDS:**

<b>-Physical strength for this position is indicated below with "X"-</b>				
Sedentary	Light	Medium	Heavy	Very Heavy
Exerting up to 10 lbs. occasionally or negligible weights frequently; sitting most of the time.	Exerting up to 20 lbs. occasionally, 10 lbs. frequently, or negligible amounts constantly OR requires walking or standing to a significant degree.	Exerting 20-50 lbs. occasionally, 10-25 lbs. frequently, or up to 10 lbs. constantly.	Exerting 50-100 lbs. occasionally, 10-25 lbs. frequently, or up to 10-20 lbs. constantly.	Exerting over 100 lbs. occasionally, 50-100 lbs. frequently, or up to 20-50 lbs. constantly.

**PHYSICAL DEMANDS:**

C	F	O	R	N
<b>Continuously</b> 2/3 or more of the time.	<b>Frequently</b> From 1/3 to 2/3 of the time.	<b>Occasionally</b> Up to 1/3 of the time.	<b>Rarely</b> Less than 1 hour per week.	<b>Never</b> Never occurs.

Note: This is intended as a description of the way the job is currently performed. It does not address the potential for accommodation.

<u>Physical Demand</u>	<u>Frequency</u>	<u>Brief Description</u>
Standing	C	Observing work site and observing work duties
Sitting	N	
Walking	F	Around work site
Lifting	N	
Carrying	C	Equipment (including, but not limited to, hand-held stop sign)
Pushing/Pulling	N	
Reaching	N	
Handling	C	Equipment (including, but not limited to, hand-held stop sign)
Fine Dexterity	N	
Kneeling	N	
Crouching	N	
Crawling	N	
Bending	N	
Twisting	N	
Climbing	N	
Balancing	N	
Vision	C	Observing work site
Hearing	C	Listening to equipment, work site
Talking	F	
Foot Controls	N	
Other (specified if applicable)		

**MACHINES, TOOLS, EQUIPMENT, SOFTWARE, AND HARDWARE:**

Hand held stop sign

**ENVIRONMENTAL FACTORS:**

C	F	O	R	N
Continuously	Frequently	Occasionally	Rarely	Never

D	W	M	S	N
Daily	Several Times Per Week	Several Times Per Month	Seasonally	Never

<b><u>-Health and Safety Factors-</u></b>	
Mechanical Hazards	N
Chemical Hazards	N
Electrical Hazards	N
Fire Hazards	N
Explosives	N
Communicable Diseases	N
Physical Danger or Abuse	C

<b><u>-Environmental Factors-</u></b>	
Respiratory Hazards	N
Extreme Temperatures	S
Noise and Vibration	N
Wetness/Humidity	S
Physical Hazards	D

**PROTECTIVE EQUIPMENT REQUIRED:**

None

**NON-PHYSICAL DEMANDS:**

<b>F</b> Frequently From 1/3 to 2/3 of the time	<b>O</b> Occasionally Up to 1/3 of the time	<b>R</b> Rarely Less than 1 hour per week	<b>N</b> Never Never occurs
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<b><u>-Description of Non-Physical Demands-</u></b>	<b><u>-Frequency-</u></b>
Time Pressure	N
Emergency Situation	N
Frequent Change of Tasks	N
Irregular Work Schedule/Overtime	N
Performing Multiple Tasks Simultaneously	N
Working Closely with Others as Part of a Team	N
Tedious or Exacting Work	N
Noisy/Distracting Environment	F

**PRIMARY WORK LOCATION:**

Office Environment	
Warehouse	
Shop	
Recreation/Neighborhood Center	
Vehicle	
Outdoors	X

## Crossing Guard Standards of Conduct

The work rules and standards of conduct for crossing guards are important, and the City of Des Plaines Police Department regards them seriously. While not intended to list all the forms of behavior and conduct that are considered unacceptable while employed as a crossing guard, crossing guards are expected to abide by these rules and standards.

### **A. UNACCEPTABLE BEHAVIOR AND CONDUCT**

- Physically touching or disciplinary action taken against any student
- Theft
- Working under the influence or possession of alcohol or illegal drugs
- Disrespectful conduct
- Smoking
- Excessive absenteeism or any absence without notice
- Using derogatory or profane language
- Unauthorized use of department-owned equipment
- Using City equipment for purposes other than for official City business
- Eating or drinking while on duty when children are present
- Reading or listening to a radio or television when children are present
- Sitting in your car while on duty when children are present
- Requesting students to perform your job responsibilities
- Leaving your post while on duty
- Being absent or late without following the Absence Call-In Procedure
- Offering and/or distributing students and pedestrians food, drinks, candy, and gum
- Using personal cellular telephone while on duty to conduct personal business
- Directing traffic
- Allowing one's own children, visitors, and/or pets to be present while on duty
- Having objects or items present on duty that distract or prohibit the ability to perform job duties
- Driving to or from work without a valid driver's license
- Sleeping or napping on duty

### **B. ADDITIONAL CONSIDERATIONS**

During the course of duty, a crossing guard **may not**:

- Use an umbrella while crossing students as it limits visibility and can jeopardize the safety of students
- Use a cellular telephone other than to report an emergency or safety related situation
- Use any equipment in any way other than the purpose intended for the equipment
- Use non-approved personal equipment to perform job
- Make any statements to the news media, refer inquiries to the law enforcement officer on the scene
- Respond to requests or directives of school personnel unless cleared through your supervisor

### **C. SAFETY AND EMERGENCY SITUATIONS**

Hazards and emergency situations, which can pose a threat to the safety of students and/or pedestrians, must immediately be reported to 911 and the crossing guard field supervisor as soon as possible. Hazards and emergency situations, which can pose a threat to the safety of students and/or pedestrians, are not limited to the following:

- Malfunctioned traffic signals
- Broken pavement
- Sight obstructions
- Vehicle accident
- Vehicle accident involving student(s), pedestrian(s), and/or crossing guard
- Injured student(s), pedestrian(s), and/or crossing guard
- Missing and/or damaged traffic signs

In case of a hazard or an emergency situation, a crossing guard must:

- Alert multiple persons to call 911 for emergency
- Stay at his or her post
- Stop crossing the children
- Group the children to maintain control
- Keep control of the situation
- Do not move victim

In the case of an accident that results in injury, regardless of how insignificant the injury may appear, crossing guards should notify multiple persons to call 911 immediately and contact their field supervisor as soon as possible.

Crossing guards should also be alert to suspicious subjects in the area and notify their supervisor.

**D. SUBSTANCE ABUSE**

The City of Des Plaines Police Department is committed to maintaining student safety at street crossings and related traffic areas. In keeping with this commitment, the following rules regarding alcohol and drug abuse have been established for all crossing guards.

- The manufacture, distribution, possession, sale, or purchase of controlled substances of abuse during working hours is prohibited.
- Being under the influence of illegal drugs, alcohol, or substances of abuse during working hours is prohibited.
- Working while under the influence of prescription drugs that impair performance is prohibited.  
If you are taking a lawfully-prescribed drug which impairs or may impair you, it is your responsibility to notify the crossing guard supervisor immediately so you may be removed from the schedule and a substitute may be scheduled. If you are unsure if a lawfully-prescribed drug may impair your ability to safely perform your job, you are strongly encouraged to discuss these concerns with your health care professional prior to reporting to work.
- Using, selling, purchasing, transferring, manufacturing, or storing an illegal drug or drug paraphernalia, or attempting to or assisting another to do so, while in the course of employment is prohibited
- Working or reporting to work while under the influence of an illegal drug or alcohol, or in an impaired condition is prohibited

**E. TOBACCO PRODUCTS**

The use of tobacco products is strictly prohibited during the course of duty.



**Exhibit B - Schedule of Prices**

Prices inserted below are based on the Services described herein subject to modification. The prices inserted must include all of the direct and indirect costs of performing the services.

**I. Crossing Guard Hourly Pay Rate**

Crossing Guard Hourly Pay Rate [A]	Estimated Hours* [B]	Extended Price [A x B]
\$ <u>16.00</u>	<u>12,279</u>	\$ <u>196,464.00</u>

*\*Tentative and subject to change*

**II. Crossing Guard Hourly Administrative Rate**

Crossing Guard Hourly Administrative Rate [A]	Estimated Hours* [B]	Extended Price [A x B]
\$ <u>8.97</u>	<u>12,279</u>	\$ <u>110,142.63</u>

*\*Tentative and subject to change*

**III. Field Supervisor Hourly Pay Rate and Hourly Administrative Rate**

Field Supervisor Hourly Pay Rate / Hourly Administrative Rate [A]	Estimated Hours (based on a 180-day school year) [B]		Extended Price [A x B]
	Please list the total number of hours the Field Supervisor would work	Please list the AM and PM hours the Field Supervisor would work	
\$ <u>18.00</u> / \$ <u>6.97</u>	<u>1080</u>	<u>6:30 am to 9:30 am</u> <u>1:00 pm to 4:00 pm</u>	\$ <u>26,967.60</u>

**EXHIBIT C**

**INSURANCE COVERAGES**

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

- (1) Worker's Compensation: Statutory;
- (2) Employer's Liability:
  - \$500,000 injury-per occurrence
  - \$500,000 disease-per employee
  - \$500,000 disease-policy limit

Insurance will evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.

All employees will be included as insureds.

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

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

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

Coverages will include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of this Contract)

D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering the Vendor against all sums that the Vendor may be obligated to pay on account of any liability arising out of this Contract.

E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis so that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover the loss.

F. Owner as Additional Insured. City will be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each additional Insured endorsement will identify City as follows: City of \_\_\_\_\_ including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, the Vendors, and representatives.

G. Other Parties as Additional Insureds. In addition to City, the following parties will be named as additional insured on the following policies:

<u>Additional Insured</u>	<u>Policy or Policies</u>
_____	_____
_____	_____
_____	_____



## CITY MANAGER

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

## MEMORANDUM

Date: October 18, 2021

To: City Council

From: Michael G. Bartholomew, City Manager *MB*  
Dorothy Wisniewski, Asst. City Manager/Finance Director  
Daniel Anderson, Fire Chief  
David Anderson, Police Chief  
Becky Madison, Director of Human Resources

Subject: Consideration of an Ordinance Amending Chapter 6 of Title 2 of the City Code Concerning Powers and Responsibilities of The Board of Fire and Police Commissioners

**Issue:** Over the past year, Staff has reviewed, evaluated the researched the current responsibilities and powers of the Board of Fire and Police Commissioners (BFPC) set forth in Chapter 6 of Title 2 of the City Code. In reviewing the code and evaluating the best practices set forth by other area municipalities that pertain to responsibilities and powers of a BFPC, Staff recommends the changes as presented in the Ordinance and as outlined below.

**Analysis:** The City established a BFPC in 1935. The powers and duties of the BFPC are outlined and governed in Chapter 6 of the City Code. Their primary duties and powers, in brief, are to conduct the process establishing a hiring list for City of Des Plaines Probationary Patrol Officers and Probationary Firefighters; extend promotional examinations and establish lists for commissioned ranks in the Fire and Police Department; and to conduct disciplinary hearings if so elected under the Collective Bargaining Agreements.

The City of Des Plaines has home rule authority that allows the City to self-govern provided that the State's General Assembly did not explicitly limit that power or authority in a specific area. The City has the right, under its home rule authority, to govern the rules and regulations of the BFPC (unless explicitly limited by statute).

In reviewing Chapter 6 of Title 2 of the City Code, Staff identified that the City Council has previously not exercised its home rule authority concerning the adoption of rules governing the BFPC, and allowed the BFPC to adopt and amend the Rules and Regulations that govern their body without prior review and consent by Council. The recommended amendments to the Ordinance require City Council to prepare and approve the Rules and Regulations of the BFPC.

As is consistent with other Boards and Commissions within the City, the amendments clarify that City Council employs the attorney of its own choosing to represent the BFPC and extends a Commissioner's term of appointment from one year to two years. The changes further state that the Chairman of the BFPC, with

consent of the City Council, will be appointed by the Mayor each year.

The City of Des Plaines and the BFPC is under the purview of the Freedom of Information Act (FOIA) and the Personnel Records Review Act, which requires certain documentation to be maintained and provided under strict deadlines. Staff currently does not have regular access to historical files. This is primarily due to the sensitive nature of much of the documentation including, but not limited to, psychological and medical examinations, as well as personal and identifiable information of employees and candidates like home address and social security numbers.

The City currently has a protected structure set-up to properly maintain this confidential information, which is currently housed in Human Resources. All information is behind a closed door, in locked cabinets and is properly maintained by Human Resources Personnel only who are trained to manage sensitive documentation.

The proposed changes allow the City Manager to select a member of City Staff to serve as the Secretary of the BFPC. It further clarifies that this role will be responsible for taking all meeting minutes and is the custodian of all records pertaining to the business of the BFPC. The City Manager intends to designate the Human Resources Director in that role if the amendments are approved. These changes will allow for strictly controlled access to pertinent employment documentation and the historical files of the Commission, which are to be located at City Hall only.

The proposed amended sections can be found in the attached ordinance.

**Attachments:**

Ordinance M-14-21

CITY OF DES PLAINES

ORDINANCE M - 14 - 21

**AN ORDINANCE AMENDING CHAPTER 6 OF TITLE 2 OF THE CITY CODE OF THE CITY OF DES PLAINES CONCERNING THE BOARD OF FIRE AND POLICE COMMISSIONERS.**

**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 6 of Title 2 of the City Code of the City of Des Plaines ("**City Code**") establishes the City's Board of Fire and Police Commissioners ("**Board**") and sets forth certain powers and responsibilities of the Board; and

**WHEREAS**, City staff, in consultation with the City's Fire and Police Departments, evaluated best practices and identified the need to amend the City Code concerning the powers and responsibilities of the Board; and

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

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

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

**SECTION 2. AMENDMENT.** Chapter 6, entitled "Board of Fire and Police Commissioners," of Title 2, entitled "Boards and Commission," of the City Code shall be amended as follows:

"CHAPTER 6  
BOARD OF FIRE AND POLICE COMMISSIONERS

2-6-1: ESTABLISHMENT OF BOARD:

**A.** At a special election on March 8, 1935, the voters of the city approved the adoption of the provisions of an act entitled "an act to provide for the appointment of a board of fire and police commissioners in all cities, villages and incorporated towns of this state", and which prescribed the powers and duties of the ~~board~~ **Board of Fire and Police Commissioners ("BFPC")**. The first ~~board~~ **BFPC** was appointed by the mayor and was confirmed by the city council on March 18, 1935.

**B.** **The BFPC is governed by the provisions of this Chapter, as adopted pursuant to the City's home rule authority, and Division 10-2.1 of the Illinois Municipal Code, 65 ILCS 5/10-2.1-1 et seq. In the event of any conflict between the provisions of this Chapter, and Division 10-2.1 of the Illinois Municipal Code, the provisions of this Chapter shall control.**

2-6-2: MEMBERSHIP; TERM OF OFFICE; OATH AND BOND; REMOVAL; VACANCY:

- A. The BFPC shall consist of three voting members appointed in the manner provided in Section 2-1-2 of this Code.
- B. The term of appointment for each BFPC member shall be two years.
- C. Each member of the BFPC board of fire and police commissioners shall take oath (or affirmation) and give bond in the same manner as other appointive officers of the city, as provided by statute.
- D. The mayor may, in the mayor's discretion, remove any member for incompetence, neglect of duty or malfeasance in office. The mayor shall, within ten (10) days, report in writing any such removal to the city council, with the reasons therefor.
- E. Any vacancy in the BFPC shall be filled by appointment by the mayor for the remainder of the unexpired term.

2-6-3: ATTORNEY FOR BOARD:

The city attorney shall be the attorney for the BFPC. However, in the event of a conflict of interest and/or potential or perceived conflict of interest, the board City Council may employ an attorney of its own choosing to represent ~~it~~ the BFPC.

2-6-4: OFFICERS; RECORDKEEPING; SECRETARY:

- A. The Chairman of the BFPC will be appointed by the Mayor with consent of the City Council pursuant to Section 2-1-2 of this Code. The Chairman shall serve a one-year term as provided in Section 2-1-3A of this Code.
- B. Pursuant to the City's home rule authority, and notwithstanding the provisions of Section 2-1-2 of this Code, the City Manager shall select a member of City staff to serve as Secretary of the BFPC. The Secretary shall, in addition to the duties set forth in 65 ILCS 5/10-2.1-20, have the following duties:
  - 1. keep the minutes of all meetings of the BFPC;
  - 2. serve as the custodian of all records pertaining to the business of the BFPC, the originals of which must be kept and remain on file and secure at City Hall;
  - 3. keep a record of all examinations held;
  - 4. post eligible registers that have been created by the BFPC from the results of examinations for positions under the jurisdiction of the BFPC;

5. perform such duties as may be prescribed in the BFPC rules as prepared and approved by the City Council pursuant to Section 2-6-5A of this Code;
6. prepare and post agendas for BFPC meetings;
7. prepare the annual calendar for BFPC meetings, and
8. coordinate with City staff concerning the preparation and presentation of materials for consideration by the BFPC.

**2-6-5 RULES AND MEETINGS:**

- A. The BFPC and its members will perform their duties, as provided in this Chapter and Division 10-2.1 of the Illinois Municipal Code, in compliance with rules prepared and approved by the City Council, by resolution duly adopted. In the event of any conflict between the BFPC rules and this Chapter, the provisions of this Chapter shall control.**
- B. Two members of the BFPC will constitute a quorum of the BFPC for the transaction of business thereof.**

**2-6-6 JURISDICTION AND PURPOSE POWERS:**

~~The board shall have the power and authority to make rules to carry out the purposes of division 2.1, board of fire and police commissioners act, and for the examinations, appointments and removals in accordance with its provisions and shall have the following powers and authority:~~

**A. Subject to, and as may be limited by, the rules approved by the City Council pursuant to Section 2-6-5A of this Code, the BFPC has the following authority:**

- 1.** ~~A.~~To grant preference points to applicants for certain educational and training courses and degrees for original appointment to the fire department.
- 2.** ~~B.~~To extend promotional examinations through all the orders of rank in the Des Plaines fire or police department services and then to the general public.
- 3.** ~~C.~~To suspend a member of the fire or police department for a period not to exceed ninety (90) days if the board determines that the pending charges warrant dismissal or if the member charged has previously served a thirty (30) day suspension and the pending charges warrant a suspension greater than thirty (30) days; to impose fines; and to order forfeitures of leave time.
- 4.** ~~D.~~To grant to the chiefs of the fire and police departments the power to impose fines, suspend without pay or order forfeitures of leave time, but not to exceed an equivalent of five (5) days' pay.



5. ~~E.~~ In the event a member has been suspended without pay pending a hearing, at the request of said member, the board may grant one continuance for purposes of conducting discovery. If one such continuance has been granted, and said member requests a further continuance for the purposes of conducting discovery, then the board may not grant said request unless the member stipulates that no compensation shall be paid to said member during the period of the additional continuance.

~~F. Pursuant to its home rule powers and as may be authorized by the Illinois Compiled Statutes, the city council authorizes the board to make and adopt such rules and regulations as it deems necessary.~~

6. ~~G.~~ Notwithstanding anything to the contrary in the Illinois municipal code, 65 Illinois Compiled Statutes 5/10-2.1-1 et seq., an eligibility list of candidates for original appointment to the position of firefighter or police officer shall be valid and effective for a period of two (2) years from the date of posting or publication of the list, or until the date the list is exhausted (as provided for in the rules and regulations of the board of fire and police commissioners), whichever shall occur first. Any person whose name is on the current list of eligible candidates as of the date of adoption hereof shall remain on the list until the list expires unless appointed to a position or removed from the list as provided for in the rules and regulations of the board of fire and police commissioners.

**B. The jurisdiction and powers of the BFPC shall be subject to the terms of any applicable collective bargaining agreement.”**

**SECTION 3. SEVERABILITY.** If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

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

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

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

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

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**MAYOR**

ATTEST:

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**CITY CLERK**

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

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**

DP-Ordinance Amending Chapter 6 of Title 2 concerning the Board of Fire and Police Commissioners