



## CITY COUNCIL AGENDA

Monday, October 4, 2021

Closed Session – 6:00 p.m.

Regular Session – 7:00 p.m.

Room 102

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### **CALL TO ORDER**

### **CLOSED SESSION**

PERSONNEL

### **REGULAR SESSION**

ROLL CALL

PRAYER

PLEDGE OF ALLEGIANCE

### **PROCLAMATION**

NATIONAL DIVERSITY WEEK – OCTOBER 1 – 7

### **SWEARING-IN CEREMONY**

IDALY GARCIA – PATROL OFFICER

SAMIH HADDAD – PATROL OFFICER

EDWIN RIOS – PATROL OFFICER

### **RECOGNITION**

LIFE-SAVING AWARD TO OFFICER ALONSO,

OFFICER DURRELL, OFFICER SCHILD, & OFFICER TANGORRA

### **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. **RESOLUTION R-156-21:** Approving Contract Change Order No. 1 for City Hall Waterproofing Masonry Repairs with JLJ Contracting, Inc., Broadview, Illinois in the Amount of \$76,000. Budgeted Funds – Facilities Replacement.
2. **FIRST READING – ORDINANCE M-16-21:** Authorizing the Disposal of the Listed Vehicles/Equipment Through Obenauf Auction Service, Inc., Round Lake, Illinois.
3. **RESOLUTION R-157-21:** Approving Task Order No. 6 Under a Master Contract with Christopher B. Burke Engineering, Ltd. for Professional Engineering Services in the Total Amount of \$210,750. Budgeted Funds – Capital Projects.
4. **RESOLUTION R-158-21:** Approving a First Reduction of the Letter of Credit for the Bayview-Compasspoint Mixed-Use Development at 1425 Ellinwood Avenue
5. **RESOLUTION R-159-21:** Approving a Second Amendment to Professional Services Agreement with TPI Building Code Consultants to Extend the Current Purchase Order Through Year-End and Adjusting the Amount of the Agreement in a Not-to-Exceed Amount of \$77,500. Budgeted Funds – Community & Economic Development/Building & Code Enforcement/Professional Services.
6. **RESOLUTION R-162-21:** Approving an Intergovernmental Agreement Between the City of Des Plaines and the Des Plaines Park District for the Construction of the Lake Park, Lake Outlet Revision Project
7. Approval of 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
8. **SECOND READING – ORDINANCE M-12-21:** 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
9. **SECOND READING – ORDINANCE Z-46-21:** Granting a Conditional Use Permit for a Convenience Mart Fueling Station Use at 10 West Golf Road, Des Plaines, Illinois
10. Minutes/Regular Meeting – September 20, 2021

**APPOINTMENTS** (for consideration only; no action required)

**LIBRARY BOARD OF TRUSTEES**

Lisa Dubrock – Term to Expire 06/30/2022

**PLANNING & ZONING BOARD**

Thomas Weaver – Term to Expire 04/30/2023



## **UNFINISHED BUSINESS**

n/a

## **NEW BUSINESS**

1. **FINANCE & ADMINISTRATION** – Alderman Artur Zadrozny, Chair
  - a. Warrant Register in the Amount of \$3,357,468.35 – **RESOLUTION R-161-21**
2. **COMMUNITY DEVELOPMENT** – Alderman Malcolm Chester, Chair
  - a. Consideration of a Preliminary Planned Unit Development (PUD), Tentative Plat of Subdivision, Conditional Use for a PUD, and Map Amendment for a Proposed 125-Unit Attached Single-Family (Townhouse) Development in the Current C-3 Zoning District (Proposed R-3 District) at 1050 East Oakton Street, 1000-1100 Executive Way, and 1555 Times Drive – **FIRST READING – ORDINANCE Z-40-21** (*deferred from 7/19/2021, 8/16/2021 and continued from 9/7/2021 City Council Agendas*)
  - b. Consideration of a Major Variation to Exceed the Maximum Area Permitted for a Detached Garage at 1316 Webford Avenue – **ORDINANCE Z-47-21**
  - c. Consideration of a Conditional Use and Variations for a Convenience Mart Fueling Center Use at 2000 Mannheim Road – **ORDINANCE Z-48-21**
3. **LEGAL & LICENSING** – Alderman Carla Brookman, Chair
  - a. Consideration of a Franchise Agreement with Comcast to Operate a Cable System in the City, Pay the City a Franchise Fee, and Authorize the Collection of a Monthly Public Educational and Governmental (PEG) Capital Fee for the City to Spend Exclusively on PEG Access Channel Facilities and/or Equipment – **RESOLUTION R-154-21**
  - b. 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 – **FIRST READING – ORDINANCE M-15-21**
  - c. Consideration of Bid Award for Media Services Control Room Upgrades to Low Bidder Key Code Media, Inc., Schaumburg, Illinois in the Amount of \$61,624. Funded from Media Services/Contractual Services – **RESOLUTION R-155-21**

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

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

## **ADJOURNMENT**

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



OFFICE OF THE MAYOR

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

MEMORANDUM

Date: September 22, 2021  
To: Aldermen  
Cc: Michael G. Bartholomew, City Manager  
From: Andrew Goczkowski, Mayor AG..  
Subject: Proclamation

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At the beginning of the October 4, 2021 City Council Meeting, we will be issuing a Proclamation declaring October as Global Diversity Awareness Month and October 1, 2021 to October 7, 2021 as National Diversity Week.

**OFFICE OF THE MAYOR**

**CITY OF**

**DES PLAINES, ILLINOIS**

**WHEREAS,** *October is Global Diversity Awareness Month – A time to celebrate our community's cultural fabric and embrace diversity and unity as a community; and*

**WHEREAS,** *Likewise, National Diversity Week is October 1<sup>st</sup> to October 7<sup>th</sup>, a time dedicated to raise awareness of the diversity that has shaped and continues to shape, the United States; and*

**WHEREAS,** *Des Plaines celebrates the richness of our varied cultures, values, traditions and uniqueness of our community; and*

**WHEREAS,** *Our diverse population and multicultural community contribute to our City's uniqueness and strength; and*

**WHEREAS,** *Des Plaines is committed to promoting diversity, equality and mental and physical well-being of our citizens; and*

*Now, therefore, I, ANDREW GOCZKOWSKI, MAYOR OF THE CITY OF DES PLAINES do hereby proclaim October as Global Diversity Awareness Month and October 1, 2021 to October 7, 2021 as*

**NATIONAL DIVERSITY WEEK**

*in the City of Des Plaines and encourage all residents to observe and celebrate the diversity of our City and value our different cultures, backgrounds and races...*

*Dated this 4<sup>th</sup> day of October, 2021*

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*Andrew Goczkowski, Mayor*



POLICE DEPARTMENT

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

MEMORANDUM

Date: September 21, 2021  
To: Michael G. Bartholomew, City Manager  
From: Dan Shanahan \*643, Deputy Chief of Police *DS 643*  
Subject: Swearing-In Ceremony - Three Probationary Police Officers

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**Issue:** In order to maintain budgeted strength and ensure continuity of service within the Des Plaines Police Department, the following individuals are appointed as patrol officers to the Des Plaines Police Department:

**Edwin Rios**

**Samih Haddad**

**Idaly Garcia**

**Recommendation:** These new personnel are to be commended as they begin their employment with the City of Des Plaines.





## POLICE DEPARTMENT

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

## MEMORANDUM

Date: September 21, 2021

To: Michael G. Bartholomew, City Manager

From: Dan Shanahan \*643, Deputy Chief of Police *DS643*

Subject: Presentation of Life Saving Award, Officers Anthony Tangorra, Michael Schild, Earnest Durrell and Daniel Alonso

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**Issue:** Officers Tangorra, Schild, Durrell and Alonso responded to the 300 block of Dover Lane for the report of a suicidal subject. The despondent party's wife advised officers she feared her husband was going to commit suicide, and he had locked himself in the basement. Officers positioned themselves inside the house, and they could hear the subject moving around the basement. Officers attempted to speak with the subject, but he refused to respond. A short time later, the officers heard gurgling coming from the basement, and the decision to force entry was made. After officers made entry, they observed the subject hanging from a ceiling joist with a cord wrapped around his neck. The officers lifted him up, cut the cord and saved the subject's life. DPFDP transported the subject to the hospital for a physical and mental health evaluation.

**Analysis:** The officers' quick thinking and actions saved the despondent subject's life.

**Recommendation:** These officers should be honored and presented with Life Saving Awards and medals.



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

1111 Joseph J. 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: Additional Masonry Repairs – City Hall Waterproofing

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**Issue:** The City Council awarded the City Hall Masonry Waterproofing repairs contract to JIJ Contracting, Inc. at its April 5, 2021 meeting. During the work we discovered additional masonry areas on the exterior of the City Hall parapet walls which require repair for structure and waterproofing of the building.

**Analysis:** Upon exposing the east elevation of the parapet wall of City Hall, unforeseen conditions were discovered that require immediate attention include modifying existing steel plates, prepping steel and coating with rust inhibitive paint, installing new steel lintels over all exterior 6<sup>th</sup> Floor windows with associated modified flashing, and repairs to the backup concrete masonry units/wall. JIJ Contracting, Inc. completed a mock-up of repairs which was then reviewed and approved by our project architect, HR Green. Based on the repairs completed on the east elevation of the building, JIJ Contracting Inc. provided pricing for the remainder of the repairs in the amount of \$76,000 resulting in a total contract cost of \$328,000.

**Recommendation:** We recommend approving the contract Change Order #1 for City Hall Waterproofing Masonry Repairs to JIJ Contracting, Inc., 2748 S. 21<sup>st</sup> Ave, Broadview, IL 60155 in the amount of \$76,000. Source of funding will be the Facilities Replacement Fund account (430-00-000-0000.6315.001).

**Attachments:**

Attachment 1 – HR Green Recommendation Letter  
Resolution R-156-21  
Exhibit A – Contract Change Order #1



▷ 1391 Corporate Drive | Suite 203 | McHenry, IL 60050  
Main 815.385.1778 + Fax 815.385.1781

▷ [HRGREEN.COM](http://HRGREEN.COM)

**To:** City of Des Plaines  
Tom Bueser – Superintendent of General Services  
Public Works and Engineering Department  
1111 Joseph Schwab Road  
Des Plaines, IL 60016

**Date:** September 14, 2021

**Re:** Des Plaines City Hall Masonry Repairs – Additional Repairs due to unforeseen Conditions Recommendation

I. RECOMMENDATION

JLJ Contracting, Inc. has provided a letter dated September 13, 2021, for added cost for the subject project due to Unforeseen Conditions at and adjacent to the building parapet.

H R Green, Inc. recommends approval for the Add amounts as described by JLJ Contracting, Inc in the amount of Fifteen Thousand Dollars (\$15,00.00) per Exterior Building Elevation for Unforeseen Conditions including an Estimated Add Amount of Four Thousand Dollars (\$4,000.00) per Exterior Building Elevation for repairs needed to the existing Concrete Masonry Units.

Sincerely,

**HR GREEN, INC.**

A handwritten signature in blue ink, appearing to read 'F. Urbina'.

**FRANK URBINA, NCARB, AIA**

**Licensed Architect – Group Leader - Midwest**

**CITY OF DES PLAINES**

**RESOLUTION R - 156 - 21**

**A RESOLUTION APPROVING CHANGE ORDER NO. 1 TO  
THE CITY HALL MASONRY WATERPROOFING  
REPAIRS CONTRACT WITH JLJ CONTRACTING, INC.**

**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 April 5, 2021, the City Council approved Resolution R-64-21, authorizing the City to enter into a contract ("**Contract**") with JLJ Contracting, Inc. ("**Contractor**") for the City Hall Waterproofing Masonry Repairs Project ("**Work**"); and

**WHEREAS**, Resolution R-64-21 authorized the expenditure of an amount not to exceed \$252,000 for the performance of the Work; and

**WHEREAS**, during the course of construction, unforeseen conditions were discovered that require immediate repair to complete the Work, including modifying existing steel plates, prepping steel and coating with rust inhibitive paint, installing new steel lintels over all exterior windows with associated modified flashing, and repairs to the backup concrete masonry units and wall (collectively, "**Additional Services**"); and

**WHEREAS**, the City requested a proposal from Contractor to perform the Additional Services pursuant to the Contract; and

**WHEREAS**, Contractor submitted a proposal in the not-to-exceed amount of \$76,000 to perform the Additional Services; and

**WHEREAS**, the City and the Contractor desire to enter into Change Order No. 1 to the Contract ("**Change Order No. 1**") for the performance of the Additional Services in the not-to-exceed amount of \$76,000; and

**WHEREAS**, the City has sufficient funds in the Facilities Replacement Fund to procure the Additional Services from the Contractor in the not-to-exceed amount of \$76,000; and

**WHEREAS**, the City Council has determined that authorizing the 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 signed; and (iii) in the best interest of the City and authorized by law;

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



**SECTION 1: RECITALS.** The foregoing recitals are 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 JLJ Contracting for City Hall Masonry Repairs

CITY OF DES PLAINES

CHANGE ORDER

SHEET 1 OF 3

PROJECT NAME: City Hall Waterproofing Masonry Repairs

CHANGE ORDER NO. 1

LOCATION: 1420 Miner St.

CONTRACTOR: JLJ Contracting Inc.

DATE: September 7, 2021

I. A. DESCRIPTION OF CHANGES INVOLVED:

Additional labor and materials to waterproof around windows on each elevation and block repair.

B. REASON FOR CHANGE:

Provide additional repairs due to unforeseen conditions at the parapet locations. These conditions require modifying existing steel plates, prepping steel and coating with rust inhibitive paint, installing new steel lintel over windows with associated modified flashing.

As necessary repairs to the backup concrete masonry units.

C. REVISION IN CONTRACT PRICE:

Seventy-Six thousand dollars and zero cents--\$76,000.00

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: November 25, 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>\$252,000.00</u>
2.	Net (addition) (reduction) due to all previous Change Orders Nos. ____ to ____	<u>\$0.00</u>
3.	Contract Price, not including this Change Order	<u>\$252,000.00</u>
4.	(Addition) (Reduction) to Contract Price due to this Change Order	<u>\$76,000.00</u>
5.	Contract Price including this Change Order	<u>\$328,000.00</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:

PROJECT MANAGER: Tom Bueser

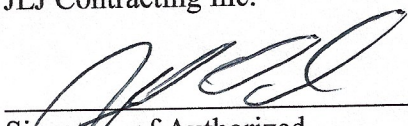
By: \_\_\_\_\_ ( )

Signature of Authorized  
Representative

Date

ACCEPTED:

CONTRACTOR: JLJ Contracting Inc.

By:  ( 9-15-21 )

Signature of Authorized  
Representative

Date

CITY OF DES PLAINES:

By: \_\_\_\_\_ ( )

Signature of Authorized  
Representative

Date

#24602136\_v1



**JLJ** CONTRACTING INC.  
CONCRETE MASONRY RESTORATION

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September 13, 2021

Mr. Tom Beuser  
City of Des Plaines  
1111 Joseph Schwab Road  
Des Plaines, IL 60016

RE: City Hall Des Plaines – 6<sup>th</sup> Floor Parapets

Dear Mr. Beuser:

JLJ Contracting, Inc. proposes to furnish all labor and equipment necessary to perform the following work at the above referenced location.

\*\*1) Provide additional repairs due to unforeseen conditions at the parapet locations. These conditions require modifying existing steel plates, prepping steel and coating with rust inhibitive paint, installing new steel lintel over windows with associated modified flashing.

\*\*2) As necessary repairs to the backup concrete masonry units.

**\*\*1) Additional Repairs Due to unforeseen Conditions - \$15,000.00 Per Elevation**

**\*\*2) Additional back up repairs to the concrete masonry units – Based on the necessary repairs encountered on the East Elevation we are estimating \$4,000.00 Per Elevation**

**CONFIDENTIALITY**

The information contained herein is submitted in strict confidence solely for the purpose of determining whether you wish to engage JLJ CONTRACTING, INC. to execute the services set forth in this contract. Accordingly, disclosure in any manner of the contents described in this proposal to any persons other than Customer for the exclusive purpose described above is prohibited.

**PROPOSAL ACCEPTANCE**

Pricing as stated in this proposal will remain in effect for sixty (60) days from date of this proposal. Approval after sixty (60) days is subject to review by JLJ CONTRACTING, INC.

**WARRANTY**

Unless otherwise specified, all work will be warranted for one (1) year from date of completion.

**PERMITS, BONDS, LICENSES**

Unless otherwise indicated, any/all costs associated with obtaining/securing permits, bonds and/or licenses necessary to complete the proposed work will be billed separately to Customer by JLJ CONTRACTING, INC. and are in addition to the lump sum quoted.

**TERMS OF PAYMENT**

Upon signature of this contract Customer agrees to pay JLJ CONTRACTING, INC. the appropriate Lump Sum payment indicated in this proposal *in full* within 30 days of completion of this project. Interest will be charged at the rate of 1.5% per month on all accounts 30 days past due.

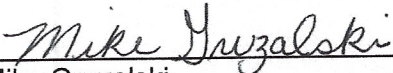
**AGREEMENT**

Upon signature of this contract, Customer and JLJ CONTRACTING, INC. agree to all terms and conditions indicated herein.

**WORK AUTHORIZATION**

To authorize the work listed herein, please indicate acceptance of this proposal by signing below and returning via fax at 708-343-3360. Upon receipt of this signed Agreement, JLJ CONTRACTING, INC. will contact Customer to schedule work commencement. Unless otherwise noted, all work shall be performed during regular business hours.

Thank you for the opportunity to present this proposal. I look forward to working with you on this project. Should you have any questions or require additional information, please contact me at 708-343-3340.

  
Mike Gruzalski  
Vice President

Accepted By:

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date



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 *AB*

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 \_\_\_\_

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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 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



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: September 23, 2021

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

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

Subject: Professional Design Engineering Services for Area #4 Drainage Improvements

**Issue:** In May 2020, the area west of Beau Drive along Debra Drive, Westmere Road and Sandy Lane experienced street and below-grade garage flooding.

**Analysis:** The flooding occurred within the Area #4 Flood Problem Area which is generally bounded by Elmhurst Road on the west, Golf Road on the north, Mount Prospect Road on the east and Dempster Street on the south. This area was previously studied as part of the 2003 Stormwater Master Plan and the recommended relief storm sewer improvements were constructed.

In August 2020, Christopher B. Burke Engineering, Ltd. (CBBEL), the firm that prepared the original drainage study, was selected to revise the hydrologic and hydraulic models from the 2003 study to include the installed relief storm sewer system, update the storm utilities within the drainage model and propose improvements to alleviate the below-grade garage flooding.

During discussions at the August 2, 2021 City Council meeting regarding the use of American Rescue Plan Act funds, the consensus was to use the funding for the construction of storm water improvements within the Area #4 and Forest Avenue drainage areas.

We have requested a proposal from CBBEL for professional design engineering services related to the preparation of plans, specifications and permits for the construction of the proposed improvements to alleviate the street and below-grade garage flooding in Area #4. The proposal for the Area #4 flood improvement project is in the amount of \$210,750.

**Recommendation:** We recommend approval of Task Order #6 to the Master Contract with CBBEL, 9575 West Higgins Road, Suite 600, Rosemont, Illinois 60018 in the amount of \$210,750. Source of funding would be Capital Projects Fund with reimbursement from American Rescue Plan Act funds.

**Attachments:**

Resolution R-157-21  
Exhibit A – Task Order No. 6

**CITY OF DES PLAINES**

**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.**

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

**WHEREAS**, on January 7, 2019, the City Council approved Resolution R-13-19, which authorized the City to enter into a master contract ("**Master Contract**") with Christopher B. Burke Engineering, Ltd. ("**Consultant**") for the performance of engineering services for the City as such services are needed over time; and

**WHEREAS**, the City desires to procure professional engineering services related to the preparation of plans, specifications, and permits for construction of the Area #4 flood improvement project ("**Engineering Services**"); and

**WHEREAS**, in accordance with Section 1-10-14 of the City Code of the City of Des Plaines, City staff has determined that the procurement of the Engineering Services is not adapted to award by competitive bidding because the Engineering Services require a high degree of professional skill where the ability or fitness of the individual plays an important part; and

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

**WHEREAS**, Consultant submitted a proposal in the not-to-exceed amount of \$210,750 to perform the Engineering Services; and

**WHEREAS**, the City has sufficient funds in the Capital Projects Fund for the procurement of the Engineering Services from Consultant; and

**WHEREAS**, the City desires to enter into Task Order No. 6 under the Master Contract for the procurement of the Engineering Services from Consultant in the not-to-exceed amount of \$210,750 ("**Task Order No. 6**"); and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to enter into Task Order No. 6 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: WAIVER OF COMPETITIVE BIDDING.** The requirement that competitive bids be solicited for the procurement of the Engineering Services is hereby waived.

**SECTION 3: APPROVAL OF TASK ORDER NO. 6.** The City Council hereby approves Task Order No. 6 in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

**SECTION 4: AUTHORIZATION TO EXECUTE TASK ORDER NO. 6.** 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. 6 only after receipt by the City Clerk of at least one executed copy of final Task Order No. 6 from Consultant; provided, however, that if the City Clerk does not receive one executed copy of final Task Order No. 6 from Consultant within 60 days after the date of adoption of this Resolution, then this authority to execute and seal final Task Order No. 6 shall, at the option of the City Council, be null and void.

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

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

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

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

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

ATTEST:

Approved as to form:

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

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

DP-Resolution Approving Task Order No 6 with CBBEL for Design Services for Area 4 Flood Improvements



TASK ORDER NO. 6  
TO MASTER CONTRACT BETWEEN THE CITY OF DES PLAINES  
AND CHRISTOPHER B. BURKE ENGINEERING, LTD.  
FOR DESIGN ENGINEERING SERVICES

In accordance with Section 1.2 of the Master Contract dated January 7, 2019 between the City of Des Plaines (the “City”) and Christopher B. Burke Engineering, Ltd., 9575 West Higgins Road, Suite 600, Rosemont, Illinois 60018 (the “Consultant”), the Parties agree to the following Task Number 6:

**1. Contracted Services:**

The Consultant will perform the services described in the "Scope of Services" set forth in the “Professional Engineering Services Proposal, Area #4 Flood Problem Area” prepared by the Consultant submitted to the City, and dated September 3, 2021 (“Proposal”).

**2. Project Schedule:**

Schedule attached.

**3. Project Completion Date:**

The Consultant will diligently and continuously prosecute the Services until their completion.

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

In exchange for the Contracted Services, the Consultant will receive compensation on a time and materials basis in the amounts set forth in the Pricing Schedule attached to the Master Contract as Attachment B, but in no event will the compensation paid to the Consultant exceed \$210,750 as set forth in the Proposal under the section titled "Estimated Fee".

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

In the event of a conflict between any provisions of the Proposal and this Task Order No. 6 of the Master Contract, this Task Order No. 6 and the Master Contract will control.

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

[Signature page follows]

**CITY**

**CONSULTANT**

\_\_\_\_\_  
Signature

Director of Public Works & Engineering

\_\_\_\_\_, 2021

Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_, 2021

Date

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

\_\_\_\_\_  
Signature

City Manager

\_\_\_\_\_, 2021

Date

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

\_\_\_\_\_  
Signature

City Manager

\_\_\_\_\_, 2021

Date



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

September 3, 2021

City of Des Plaines  
1420 Miner Street  
Des Plaines, IL 60016-4400

Attention: Mr. Jon Duddles, PE, CFM  
Assistant Director of Public Works and Engineering

Subject: Professional Engineering Services Proposal  
Area #4 Flood Problem Area

Dear Mr. Duddles:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to present this proposal for professional engineering services related to the preparation of plans, specifications, and permits for construction of the Area #4 flood improvement project. We understand the City of Des Plaines (City) would like to construct this project in 2022. Included in this proposal are our Understanding of the Assignment, Scope of Services and Estimated Fee.

**UNDERSTANDING OF THE ASSIGNMENT**

In March 2021, CBBEL completed the Area #4 Drainage Study in response to flooding in May 2020. From this study, Alternative 3 was developed to alleviate flooding in the most heavily impacted areas west of Beau Drive along Debra Drive, Westmere Road, and Sandy Lane. Oversized box storm sewers will be installed beneath the roadways to reduce flooding in the area. We will refine the conceptual design of this flood improvement project and develop construction ready engineering plans and specifications and obtain all necessary permits/approvals. The project consists of oversize box storm sewers along Beau Drive and the following side streets directly west of Beau Drive: Debra Drive, Westmere Road, and Sandy Lane. There is no work proposed east of Beau Drive in the current scope. The Scope of Services in the next section details the tasks necessary to complete the detailed engineering design.

**SCOPE OF SERVICES**

**Task 1 – Geotechnical Investigation:** Our subconsultant, Testing Service Corporation (TSC), will complete a geotechnical investigation of the project limits. TSC will take 9 soil borings. The three borings on Beau Drive are to be excluded extending 15 feet below existing grade with the remaining stopping at 12.5 feet and TSC will prepare a report with LPC 663 forms, as necessary, describing the following:

- Summary of client-provided project information and report basis.
- Overview of encountered subsurface conditions.
- Overview of field and laboratory tests performed including results.
- Geotechnical recommendations pertaining to:
  - Utility installation and backfill recommendations
  - Trench box lateral earth pressures
  - Dewatering
- Construction considerations, including temporary excavation and construction control of water.
- LPC-663 CCDD Certification, as applicable.

**Task 2 – Evaluation of Geotechnical Report:** CBBEL and City Staff will evaluate the geotechnical report to verify the proposed scope of work and review the soil analytics.

**Task 3A – Topographic Survey:** As part of this task, CBBEL will perform a full topographic survey of the entire right-of-way within the project location. CBBEL will perform the following survey tasks within project limits:

Horizontal Control: Utilizing state plane coordinates, CBBEL will set recoverable primary control utilizing state of the art GPS equipment based on NGS Control Monumentation.

Vertical Control: CBBEL will establish benchmarks and assign elevations to the horizontal control points. This will be based on GPS observed NGS Control Monumentation (NAVD'88 vertical control datum).

Approximate Right-of-Way: CBBEL will establish the approximate existing right-of-way of the Roadways within the project limits based on monumentation found in the field, plats of highways, subdivision plats and Cook County Recorder's On-Line Web Site Research.

Topographic Survey: CBBEL will field locate all pavements, driveways, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, crossroad culverts, etc. within the project limits. Establish all rim and invert elevations, utility sizes & type, depth subterranean structure, etc., at all points of access to below-grade utilities.

Cross Sections: CBBEL will survey cross sections along the project limits at 50' intervals, at driveways, and at all other grade controlling features. Survey will be obtained for 10 feet beyond the existing right-of-way line.

Utility Survey and Coordination: All existing storm and sanitary sewers will be surveyed to determine rim and invert elevations and pipe sizes. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be located.

Tree Survey: CBBEL will locate trees over 6" inches in diameter and only the tree line for wooded areas, if any, within the limits associated with the project. The located trees will be identified by species (deciduous or coniferous) and the size.

Base Mapping: CBBEL will compile all of the above information onto one base map at 1"=20' scale that is representative of existing conditions for use as the base sheet for the construction of any public or private infrastructure subsequent to the findings of engineering/drainage analysis.

**Task 3B – JULIE Utility Coordination:** CBBEL will coordinate with JULIE to retrieve atlas information for all applicable underground utilities including water main, gas, electric, cable, etc. CBBEL will compile all Utility Atlas information into the base map. Locations of existing utilities /obstructions / systems shown on the base map are the compilation of available utility plans provided by utility owners and JULIE Utility Coordination. All utilities /obstructions / systems may not be shown. Contractor shall be responsible for locating and protecting all underground utilities/obstructions/systems whether or not shown on base map. JULIE Utility Coordination Atlas information is typically isolated to Public Right-of-Way & limited areas adjacent to Public Right-of-Way. Identification of all private utilities within project area (on-site) is the responsibility of the client.

**Task 4 – Preparation of (90%) Plans Specifications and Cost Estimate:** CBBEL will prepare plans and specifications in accordance with Illinois Department of Transportation (IDOT) standards based on the prepared site plans and will be utilized for the Illinois Environmental Protection Agency (IEPA) permit application. The following drawings and associated hours are estimated:

Sheet Name	# of Sheets	Hours per Sheet	Hours
Cover Sheet	1	10	10
General Notes	2	10	20
Summary of Quantities	1	16	16
Typical Sections and Construction Details	3	10	30
Alignment, Ties, and Benchmark Streets	3	12	36
Existing Conditions/Removal Plan – Debra Drive	1	10	10
Existing Conditions/Removal Plan – Westmere Road	1	10	10
Existing Conditions/Removal Plan – Sandy Lane	1	10	10
Existing Conditions/Removal Plan – Beau Drive	1	10	10
Storm Sewer Plan and Profile Plan – Debra Drive	2	12	24
Storm Sewer Plan and Profile Plan – Westmere Road	2	12	24
Storm Sewer Plan and Profile Plan – Sandy Lane	2	12	24
Storm Sewer Plan and Profile Plan – Beau Drive	2	12	24
Water Main Plan and Profile Plan	2	12	24
Sanitary Sewer Plan and Profile Plan	2	12	24
Roadway Plans and Profile Plan - Debra Drive	2	12	24
Roadway Plans and Profile Plan – Westmere Road	2	12	24
Roadway Plans and Profile Plan - Sandy Lane	2	12	24
Roadway Plans and Profile Plan – Beau Drive	2	12	24
Construction Details	4	10	40
Junction Chamber General Plan and Elevation	3	17	51
Junction Chamber General Details	1	12	12

Junction Chamber General Notes	1	12	12
SE/SC and Landscaping Plan – Debra Drive	1	10	10
SE/SC and Landscaping Plan – Westmere Drive	1	10	10
SE/SC and Landscaping Plan – Sandy Lane	1	10	10
SE/SC and Landscaping Plan – Beau Drive	1	10	10
SE/SC Notes and Details	2	10	20
Cross Sections	13	13	169
Specifications			32
Cost Estimate			40
<b>Total Hours</b>	<b>62</b>		<b>808</b>

**Task 5 – Design Utility Coordination:** CBBEL will continue the utility coordination we began during the topographic survey process, which included requesting atlases or plans of facilities within the project limits including, but not limited to, AT&T, ComEd, Comcast, and Nicor. Plans will be sent out to each utility company at the 90% and 100% submittals. CBBEL will add any new information to the existing conditions plan and transmit improvement plans to the known, potentially impacted private utility companies for verification. Once potential conflicts are identified, CBBEL will coordinate with utility companies to either avoid the conflicts or relocate the utility prior to construction commencement.

**Task 6 – Bid Documents, Final Engineering, Plans, Specifications and Cost Estimate:** Based on City and permitting agencies' review comments, CBBEL will prepare Bid Documents that include final engineering plans, specifications, and a cost estimate for public bidding. An estimate of required working days will also be submitted. We will provide the Bid Documents to the City in electronic format which includes the engineering plans (CAD & PDF), specifications (PDF), and cost estimate (PDF).

**Task 7 – Stormwater Analysis Refinement:** CBBEL will update the XPSWMM stormwater model developed in the March 2021 study based on the detailed engineering design completed in previous tasks. The modeling will be completed to re-assess the project benefits for the refined project scope. CBBEL will prepare a memorandum to accompany the engineering plans that summarizes this updated stormwater analysis.

**Task 8 – Permitting:** Stormwater improvement projects within separate storm sewer areas do not require a Metropolitan Water Reclamation District (MWRD) Watershed Management Permit. However, changes to the existing sanitary sewer will require the MWRD Permit. We will optimize the design to minimize impacts to the sanitary sewer but anticipate some changes may be required. This task includes the preparation and submittal of the required materials for a MWRD Watershed Management Permit. Additionally, the net disturbance for this project is anticipated to be greater than 1-acre, which would trigger an IEPA NPDES Construction Permit. We will prepare a SWPPP and Notice of Intent as part of this task.

**Task 9 – Bidding Assistance:** During the bidding phase our team will:

- Provide a list of qualified contractors to bid on the improvements.
- Facilitate a pre-bid meeting, site tours, and bid opening.
- Prepare and submit addenda as needed.
- Respond to bid questions during the bidding period.
- Evaluate bids received. Prepare and submit a memorandum to the City on its review, analysis, conclusions, and recommendation associated with the bids received. The memorandum shall also describe, explain, and summarize any variances between the Engineer's estimate and apparent low bidder's bid breakdown. CBBEL will check references for the potential contractor.

**ESTIMATED FEE**

<b>Task</b>	<b>Description</b>	<b>Cost</b>
1	Geotechnical Investigation	\$ 9,750
2	Evaluation of Geotechnical Report	\$ 1,000
3A	Topographic Survey	\$ 25,500
3B	JULIE Utility Coordination	\$ 7,000
4	Preparation of (90%) Plans Specifications and Cost Estimate	\$ 120,000
5	Design Utility Coordination	\$ 5,000
6	Bid Documents, Final Engineering, Plans, Specifications and Cost Estimate	\$ 13,500
7	Stormwater Analysis Refinement	\$ 10,000
8	Permitting	\$ 15,000
9	Bidding Assistance	\$ 1,000
	Direct Costs	\$ 3,000
	<b>Total:</b>	\$ 210,750

We will bill you in accordance with the City's previously approved Master Agreement between the City of Des Plaines and Christopher B. Burke Engineering, Ltd. Direct costs for mileage, blueprints, photocopying, postage, overnight delivery, messenger services, and report binding are included in the Fee. It should be emphasized that any additional meetings or services are not included in the preceding Fee Estimate and will be billed under separate proposal.

Sincerely,



Michael E. Kerr, PE  
President

THIS PROPOSAL ACCEPTED FOR THE CITY OF DES PLAINES:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

MJB/LMF  
N:\PROPOSALS\ADMIN\2021\Des Plaines Area #4 Flood Improvement Design\Des Plaines Area #4 Flood Improvement Design.090321.doc





AREA #4 FLOOD IMPROVEMENT DESIGN

PROJECT SCHEDULE



Task	Description	DATES DURATION	2021			2022				
			OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
1	Geotechnical Investigation	4 weeks								
2	Evaluation of Geotechnical Report	2 weeks								
3A	Topographic Survey	9 weeks								
3B	JULIE Utility Coordination	5 weeks								
4	Preparation of (90%) Plans Specifications and Cost Estimate	13 weeks								
5	Design Utility Coordination	8 weeks								
6	Bid Documents, Final Engineering, Plans, Specifications and Cost Estimate	4 weeks								
7	Stormwater Analysis Refinement	8 weeks								
8	Permitting	11 weeks								
9	Bidding Assistance	6 weeks								

Notes:

- 1. Assumes a notice-to-proceed given by the City to CBBEL on October 1, 2021



COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: September 15, 2021

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

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

Subject: 1425 Ellinwood Avenue - Reduction of the Subdivision Improvement Letter of Credit for Mixed-Use Development

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**Issue:** 1425 Ellinwood Apartments, LLC is the developer of the mixed-use residential and commercial development under construction at 1425 Ellinwood Avenue. The developer has submitted a request for the first reduction of the subdivision improvement guarantee for public improvements.

**Analysis:** In October 2020, Bayview-Compasspoint posted a letter of credit for \$1,058,087.25, an amount equal to 125 percent of the estimated cost to complete the public improvements. The developer has completed the water main replacement along Ellinwood and would like to reduce the amount of the letter of credit accordingly. The Public Works and Engineering Department has inspected the installation and concurs with the reduction. If the reduction is approved, the new balance will be \$485,477.50.

**Recommendation:** Staff recommends approval of R-158-21, authorizing the reduction of the letter of credit to a new of balance of \$485,477.50.

**Attachments:**

Attachment 1: Public Works and Engineering Subdivision Guarantee Reduction Memo

Attachment 2: Resolution R-158-21



**PUBLIC WORKS AND  
ENGINEERING DEPARTMENT**

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

**MEMORANDUM**

Date: September 7, 2021

To: John Carlisle, Economic Development Manager

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

Cc: Jon Duddles, P.E., CFM, Assistant Director of Public Works and Engineering

Subject: Compass Ponte Development 1425 Ellinwood Avenue. Public Improvement Bond Release

---

We approve a reduction of the Public Improvement bond for Compass Pointe Development 1425 Ellinwood Avenue pursuant to Section 13-2-8F1 of the City Code:

Bond Release: The Director of Public Works and Engineering may recommend to the city council the reduction of bonds or letters of credit after receiving certification of completion by the project engineer and a waiver of liens. The ten percent (10%) maintenance warranty shall not be released until the eighteen (18) months after final acceptance of the subdivision's public improvements by the city council. All corrections to public improvements shall be completed by the builder prior to final approval.

**Subdivision Name: Compass Pointe Development**

**Subdivision Address: 1425 Ellinwood Avenue**

Engineer's Estimate of Cost for Public Improvements     \$769,518.00     x 125% =     \$   961,897.50

Current Bond Reduction Request- 6-21-21				\$   476,420.00
	<b>Balance</b>			<b>\$   485,477.50</b>

10% Maintenance Warranty     \$   961,897.50     x 10% =     \$   96,189.75

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

**CITY OF DES PLAINES**

**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.**

**WHEREAS**, on February 19, 2019, the City Council adopted Resolution No. R-49-19 approving the final plat of subdivision for the Bayview Compasspoint Mixed-Use Development ("***Final Plat***"), which consists of the properties commonly known as 1411, 1415, 1425 Ellinwood Avenue, 651, 653-661 and 665 Graceland Avenue and 684, 686, 688-692 Lee Street, Des Plaines, Illinois (collectively, "***Subject Property***"); and

**WHEREAS**, in connection with the approval of the Final Plat, 1425 Ellinwood Apartments, LLC ("***Developer***") agreed to construct certain public improvements, including, without limitation, sanitary sewer, water main, storm sewer, catch basins, paving, grading and erosion control, lighting, landscaping/streetscaping, and other miscellaneous public improvements (collectively, the "***Public Improvements***"), and posted a letter of credit in the amount of \$1,058,087.25 to secure the completion of the Public Improvements ("***Performance Security***"); and

**WHEREAS**, Developer has: (i) certified that it has completed the construction of approximately 50 percent of the Public Improvements; and (ii) requested that the City reduce the amount of the Performance Security to \$485,477.50; and

**WHEREAS**, the Department of Public Works and Engineering has inspected the Public Improvements at the Subject Property and recommends that the Performance Security be reduced to \$485,477.50; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to reduce the Performance Security in accordance with the provisions of 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: LEGAL DESCRIPTION.** The Subject Property is legally described as follows:

PARCEL 1:

THE NORTHEASTERLY 40 FEET OF LOT 3 AND THE SOUTHWESTERLY 84.2 FEET OF LOT 4 AND THE NORTHERLY 40 FEET OF THE NORTHWESTERLY 50 FEET OF LOT 2 AND THE SOUTHERLY 84.2 FEET OF THE NORTHWESTERLY 50 FEET OF LOT 1, IN BLOCK 3 OF PARSONS AND LEE'S ADDITION TO DES PLAINES, IN SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PORTION OF LOT 1 IN BLOCK 3 IN PARSON AND LEE'S ADDITION TO DES PLAINES IN SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH EASTERLY CORNER OF SAID LOT; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT, 200 FEET TO THE SOUTH WESTERLY CORNER OF SAID LOT; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT, 68 FEET; THENCE EASTERLY 200 FEET TO THE EASTERLY LINE OF SAID LOT; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT, 68 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PORTION OF THE SOUTHWESTERLY 68 FEET OF LOT 1 LYING NORTHWESTERLY OF THE SOUTHEASTERLY 150 FEET THEREOF).

PARCEL 3:

THE NORTHWESTERLY 100 FEET OF THE NORTHEASTERLY 125 FEET (EXCEPT THE NORTHEASTERLY 50 FEET THEREOF TAKEN FOR ELLINWOOD AVENUE) OF LOT 4, IN BLOCK 3 IN PARSON AND LEE'S ADDITION TO DES PLAINES, A SUBDIVISION OF PART OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY LYING NORTHWESTERLY OF THE SOUTHEASTERLY 125.00 FEET THEREOF LOT 2 (EXCEPT THE NORTHEASTERLY 68.10 FEET OF THE SOUTHEASTERLY 100.00 FEET THEREOF; AND EXCEPT THE NORTHWESTERLY 25.00 FEET OF THE SOUTHEASTERLY 125 FEET OF THE NORTHEASTERLY 64.10 FEET THEREOF); AND EXCEPTING ALSO THE NORTHEASTERLY 61.00 FEET OF THAT PART OF LOT 2 LYING NORTHWESTERLY OF THE SOUTHEASTERLY 125 FEET THEREOF); ALL OF LOT 3; THAT PART OF THE NORTHWESTERLY 40 FEET OF LOT 4, LYING NORTHEASTERLY OF THE SOUTHWESTERLY 16 FEET OF SAID LOT 4, ALL IN THE RESUBDIVISION OF LOT 1 (EXCEPT THE SOUTH 68 FEET THEREOF) IN BLOCK 3 IN PARSONS AND LEE'S ADDITION TO DES PLAINES, IN SECTION 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THE NORTHWESTERLY 69.9 FEET OF THE SOUTHEASTERLY 99.9 FEET OF THE NORTHEASTERLY 184 FEET OF LOT 4 (EXCEPT THE NORTHEASTERLY 50 FEET THEREOF TAKEN FOR ELLINWOOD AVENUE) AND THE SOUTHWESTERLY 59 FEET OF THE NORTHEASTERLY 184 FEET OF THAT PART OF LOT 4 LYING WESTERLY OF THE SOUTHEASTERLY 99.9 FEET OF SAID LOT 4 IN BLOCK 3 IN PARSON AND LEE'S ADDITION TO DES PLAINES, A SUBDIVISION OF PART OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THE NORTHEASTERLY 61 FEET (EXCEPT THE SOUTHEASTERLY 125 FEET) OF LOT 2 IN THE RESUBDIVISION OF LOT 1 (EXCEPT THE SOUTH 68 FEET THEREOF) IN BLOCK 3 IN PARSONS AND LEE'S ADDITION TO DES PLAINES, IN SECTION 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

LOT FOUR (4) (EXCEPT THE SOUTHWESTERLY SIXTEEN (16) FEET OF THAT PART LYING NORTHWESTERLY OF THE SOUTHEASTERLY ONE HUNDRED FIFTY (150) FEET THEREOF; AND EXCEPTING ALSO THAT PART OF THE NORTHWESTERLY FORTY (40) FEET OF SAID LOT FOUR (4) LYING NORTHEASTERLY OF SAID SOUTHWESTERLY SIXTEEN (16) FEET THEREOF) IN THE RESUBDIVISION OF LOT ONE (1) (EXCEPT THE SOUTH SIXTY EIGHT (68) FEET THEREOF), IN BLOCK THREE (3), IN

PARSONS AND LEE'S ADDITION TO DES PLAINES, IN SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

THE SOUTHEASTERLY 30 FEET OF THE SOUTHWESTERLY 134 FEET OF THE NORTHEASTERLY 184 FEET OF LOT 4 IN BLOCK 3 IN PARSONS AND LEE'S ADDITION TO DES PLAINES, IN SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 1411, 1415, 1425 Ellinwood Avenue, 651, 653-661 and 665 Graceland Avenue and 684, 686, 688-692 Lee Street, Des Plaines, Illinois

PINs: 09-17-418-003-0000, 09-14-418-007-0000, 09-17-418-020-0000,  
09-17-418-022-0000, 09-17-418-025-0000, 09-17-418-029-0000,  
09-14-418-032-0000, 09-14-418-033-0000, 09-17-418-034-0000,  
09-14-418-036-0000, 09-14-418-037-0000, 09-17-418-026-0000,  
09-14-418-038-0000, 09-17-418-039-0000, 09-17-418-040-0000,  
09-17-418-045-0000

**SECTION 3: REDUCTION OF PERFORMANCE SECURITY.** In accordance with Section 13-2-8 of the City Code, the City Council hereby authorizes the reduction of the Performance Security to the amount of \$485,477.50, which amount will be retained by the City to secure the completion of the uncompleted Public Improvements by the Developer.

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

**[SIGNATURE PAGE FOLLOWS]**

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

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

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

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

ATTEST:

Approved as to form:

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

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

DP-Resolution Approving Reduction of Public Improvement Bond for Bayview Compasspoint Mixed-Use Development.






COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: September 15, 2021

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

From: Alexander Franco, Community and Economic Development Building Official 

Subject: TPI Building Code Consultants – Second Amendment to Professional Service Agreement

---

**Issue:** The Community and Economic Development Department currently utilizes the services of TPI Building Code Consultants, Inc (TPI) on a temporary basis for operational inspections and plan reviews.

**Analysis:** On January 7, 2021, the City entered into a professional service agreement with TPI in the not-to-exceed amount of \$19,500. On May 7, 2021, the City approved the first amendment to the service agreement, approving an additional \$30,000 bringing the total not-to-exceed amount of the agreement to \$49,500.

In order to maintain consistency with our food service businesses, allow our consultants to conclude open items from initial health inspections, and to provide a smooth transition to our permanent health inspector solution, we would like use TPI until the end of 2021. Our plan is to finalize a permanent solution to our health inspection needs by December to provide an overlap at the end of the year to facilitate a potential transition from TPI.

City staff is requesting the current professional service agreement be amended a second time and the current purchase order be extended with an additional \$28,000 bringing the total not-to-exceed amount of the Agreement to \$77,500. This is a budgeted item under Professional Services.

**Recommendation:** I recommend the City Council waive bidding requirements and approve Resolution R-159-21 approving an amendment to the current professional services agreement with TPI Building Code Consultants in an amount not to exceed \$77,500.

**Resolution R-159-21**

Exhibit A: Second Amendment to the Professional Services Agreement

**CITY OF DES PLAINES**

**RESOLUTION R - 159 - 21**

**A RESOLUTION APPROVING THE SECOND  
AMENDMENT TO THE AGREEMENT WITH TPI  
BUILDING CODE CONSULTANTS FOR PROFESSIONAL  
INSPECTION AND PLAN REVIEW 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**, the City's Community and Economic Development Department was in need to procure certain health and operational inspection and building plan review services (collectively, "**Services**"); and

**WHEREAS**, on January 7, 2021, the City entered into a professional service agreement ("**Agreement**") with TPI Building Code Consultants, Inc. ("**Consultant**") for the performance of the Services on an as-needed basis (collectively, "**Services**") at rates set forth in the Agreement up to an amount not to exceed \$19,500; and

**WHEREAS**, on May 7, 2021, the City approved the First Amendment to the Agreement with TPI Building Code Consultants, Inc. ("**Consultant**") for the performance of the Services on an as-needed basis (collectively, "**Services**") by approving an additional \$30,000 for a total not-to-exceed amount of \$49,500; and

**WHEREAS**, the Consultant has performed the Services to the satisfaction of the City; and

**WHEREAS**, in order to continue to utilize the Consultant for the Services, the City desires to further amend the Agreement to increase the total not-to-exceed amount by \$28,000 for a total not-to-exceed amount of \$77,500 ("**Second Amendment**"); and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to waive the competitive bidding requirements and enter into the Second Amendment to the Agreement 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: WAIVER OF COMPETITIVE BIDDING.** The requirement that competitive bids be solicited for the procurement of the Services is hereby waived.

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

**SECTION 4: AUTHORIZATION TO EXECUTE SECOND AMENDMENT.** The City Council authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, the final First Amendment.

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

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

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

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

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

ATTEST:

Approved as to form:

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

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

**SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF DES PLAINES AND T.P.I. BUILDING CODE  
CONSULTANTS, INC. FOR INSPECTION SERVICES**

**THIS IS A SECOND AMENDMENT** (“*Second Amendment*”), dated as of \_\_\_\_\_, 2021, to that certain City of Des Plaines Professional Services Agreement for Inspection Services dated as of January 7, 2021 (“*Agreement*”), between the **CITY OF DES PLAINES**, an Illinois home rule municipal corporation (“*City*”), and T.P.I. Building Code Consultants, Inc. (“*Consultant*”).

In consideration of the mutual covenants set forth in this Second Amendment, the receipt and sufficiency of which are hereby acknowledged, the City and the Consultant agree as follows:

**SECTION 1. BACKGROUND.**

**A.** On January 7, 2021, the City and the Consultant entered into the Agreement for the performance by the Consultant of certain plan review and inspection services (“*Services*”) for the City on an as-needed basis; and

**B.** Section 1.D of the Agreement provides that the total amount billed under the Agreement shall not exceed \$19,500 (“*Agreement Amount*”).

**C.** Section 8.A of the Agreement provides that no amendment or modification to the Agreement is effective unless it is in writing and agreed to by the City and Consultant.

**D.** On May 7, 2021, the City approved a First Amendment to the Agreement to increase the Agreement amount from \$19,500 to \$49,500.

**E.** Pursuant to Section 8.A of the Agreement, the City and the Consultant desire to further amend Section 1.D of the Agreement to increase the Agreement Amount to \$77,500 in accordance with the provisions of this Second Amendment;

**SECTION 2. DEFINITIONS.**

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

**SECTION 3. AGREEMENT AMOUNT.**

Section 1.D of the Agreement, as amended by the First Amendment, is hereby amended further as follows (**additions are bold, double-underlined**; ~~deletions are struck through~~):

“The total amount billed by the Consultant for the Services under this Agreement shall not exceed **\$77,500** ~~\$49,500~~, at the unit prices outlined in the Scope of Services, including reimbursable expenses as identified in the Scope of Work, unless amended pursuant to Subsection 8A of this Agreement.”

#### **SECTION 4. EFFECT.**

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

#### **SECTION 5. REPRESENTATIONS.**

**A. By City.** The City hereby represents and warrants that: (1) the persons executing this Second Amendment on its behalf have been properly authorized to do so by the City Council of the City of Des Plaines; (2) it has full power and authority to execute and deliver this Second Amendment and to perform all of its obligations imposed pursuant to this Second Amendment; and (3) this Second Amendment constitutes a legal, valid and binding obligation of the City enforceable in accordance with its terms.

**B. By Consultant.** The Consultant hereby represents and warrants that: (1) the persons executing this Second Amendment on its behalf have full authority to bind the Consultant to the obligations set forth in this Second Amendment and to so act on behalf of the Consultant; (2) it has full power and authority to execute and deliver this Second Amendment and to perform all of its obligations imposed pursuant to this Second Amendment; and (3) this Second Amendment constitutes a legal, valid and binding obligation of the Consultant enforceable in accordance with its terms.

#### **SECTION 6. COUNTERPART EXECUTION.**

This Second Amendment may be executed in several counterparts, each of which, when executed, will be deemed to be an original, but all of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Amendment to the Contract as of the day and year first above written.

**CITY:**

**CITY OF DES PLAINES**, an Illinois home rule municipal corporation

**ATTEST:**

By: \_\_\_\_\_  
Jessica M. Mastalski  
City Clerk

By: \_\_\_\_\_  
Michael Bartholomew  
City Manager

**CONSULTANT:**

**T.P.I. BUILDING CODE**  
**CONSULTANTS, INC.** an Illinois corporation

**ATTEST:**

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

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

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**SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF DES PLAINES AND T.P.I. BUILDING CODE  
CONSULTANTS, INC. FOR INSPECTION SERVICES**

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**B. By Consultant.** The Consultant hereby represents and warrants that: (1) the persons executing this Second Amendment on its behalf have full authority to bind the Consultant to the obligations set forth in this Second Amendment and to so act on behalf of the Consultant; (2) it has full power and authority to execute and deliver this Second Amendment and to perform all of its obligations imposed pursuant to this Second Amendment; and (3) this Second Amendment constitutes a legal, valid and binding obligation of the Consultant enforceable in accordance with its terms.

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[SIGNATURE PAGE FOLLOWS]



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**CITY:**

**CITY OF DES PLAINES**, an Illinois home rule municipal corporation

**ATTEST:**

By: \_\_\_\_\_  
Jessica M. Mastalski  
City Clerk

By: \_\_\_\_\_  
Michael Bartholomew  
City Manager

**CONSULTANT:**

**T.P.I. BUILDING CODE**  
**CONSULTANTS, INC.** an Illinois corporation

**ATTEST:**

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

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

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PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: September 23, 2021  
To: Michael G. Bartholomew, MCP, LEED-AP, City Manager  
From: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering *TPO*  
Subject: Lake Park, Lake Outlet Revision, Intergovernmental Agreement

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**Issue:** The Metropolitan Water Reclamation District of Greater Chicago (MWRD) is requiring the disconnection of Lake Park's lake drainage outlet from its current connection to the combined sewer within Howard Avenue and connect it to the storm sewer within Howard Avenue. An intergovernmental agreement was negotiated with the Des Plaines Park District in order to construct the project.

**Analysis:** The MWRD requirement is found in Special Condition #6 of Permit 10-140 (Attachment 1) and states, "Within thirty (30) months from the date of issuance of this permit, the Co-Permittee shall disconnect the Lake Opeka storm sewer outlet from the existing 48-inch combined sewer and reconnect it to a storm sewer system that is tributary to the waterway." The Park District is the Co-Permittee on the permit that was issued by the MWRD on March 18, 2011.

The IGA calls for the City to serve as the lead agency for the project and be primarily responsible for the design, bidding, contractor selection and construction management of the improvements. Funding of the approximate \$500,000 cost of the construction will be split 70% City / 30% Park District. The City will operate and maintain the improvements upon completion of construction.

**Recommendation:** We recommend approval of the Intergovernmental Agreement between the City of Des Plaines and Des Plaines Park District for the construction of the Lake Park, Lake Outlet Revision project.

**Attachments:**

Attachment 1 – Lake Park Expansion, MWRD Permit 10-140  
Resolution R-162-21  
Exhibit A – Intergovernmental Agreement

**SEWERAGE SYSTEM PERMIT**  
METROPOLITAN WATER RECLAMATION DISTRICT  
OF GREATER CHICAGO  
100 EAST ERIE, CHICAGO, ILLINOIS, 60611  
312-751-3255

SEWER SYSTEMS SECTION  
MWRDGC Permit No.

**10 140**

10 JUL 28 PM 2:32

http://www.mwrd.org

M.W.R.D.  
OF GRT. CHGO.

**INSTRUCTIONS FOR COMPLETING PERMIT FORM:** Submit four typed copies of permit application (eight pages) and any required schedules listed below; do not leave any blank spaces; use "X" for checking applicable information. Also submit four copies of location map and plans. Submit two copies of specifications, if specifications are not part of the plan sheets. Address all correspondence to the Local Sewer Systems Section; for any inquiries or assistance, telephone (312) 751-3255.

**NAME AND LOCATION:**

Name of project (as shown on plans): Lake Park Expansion

Location of Project (street address or with respect to two major streets): Lee St. and Howard St.

Municipality (Township, if unincorporated) Des Plaines

Section 29, Township 41 N, Range 12 E.

Is project in MWRDGC combined sewer area

Yes ☐

No ☒

**SERVICE BASIN**

**STICKNEY**

**WRP**

Schedule A (Page 4 of 8)

**DOCUMENTS BEING SUBMITTED**

- ☒ Basic Information (Required in all cases) ..... Schedule A (Page 4 of 8)
- ☒ Sewer Summary (Required in all cases) ..... Schedule B (Page 5 of 8)
- ☒ Sewer Connections (Required in all cases) ..... Schedule C (Page 6 of 8)
- ☒ Detention Facilities ..... Schedule D (2 Pages)
- ☐ Lift Station and/or Force Main ..... Schedule E (1 Page)
- ☐ Characteristics of Waste Discharges ..... Schedule F (1 Page)
- ☐ Treatment or Pre-treatment Facilities ..... Schedule G (2 Pages)
- ☐ Certification Relative to Compliance with Art. 4-1, 6-2d, & 6-3b ..... Schedule H (1 Page)
- ☐ Affidavit Relative to Compliance with Art. 4-1, 6-2d, & 6-3b ..... Schedule J (1 Page)
- ☒ Affidavit of Disclosure of Property Interest ..... Schedule K (2 Pages)
- ☐ Notice of Requirements for Storm Water Detention ..... Schedule L (2 Pages)
- ☒ Current Survey of Property Interests ..... Exhibit A

**OTHER DOCUMENTS:** Indicate title, number of pages and originator Lake Park Expansion - 10p; MWRD Stmwtr Mgmt Cles By WT Civil Eng; Plat of Srvy-4 pgs WTLS/Harker&Assoc.

**NOTE: ATTACH FEE PAYMENT VOUCHER AND PAYMENT IF APPLICABLE**

**MWRDGC USE ONLY**

Application received: JUL 28 2010

Permit issued: MAR 18 2011

WRP: STICKNEY

## GENERAL CONDITIONS OF THE PERMIT

1. **Adequacy of Design.** The schedules, plans, specifications and all other data and documents submitted for this permit are made a part hereof. The responsibility for the adequacy of the design shall rest solely with the Design Engineer and the issuing of this permit shall not relieve him of that responsibility. The issuance of this permit shall not be construed as approval of the concept or construction details of the proposed facilities and shall not absolve the Permittee, Co-Permittee or Design Engineer of their respective responsibilities.
2. **Joint Construction and Operation Permits.** Unless otherwise stated by the Special Conditions, the issuance of this permit shall be a joint construction and operation permit provided all General, Standard and Special Conditions are complied with.
3. **Allowable Discharges.** Discharges into the sanitary sewer system constructed under this permit shall consist of sanitary sewage only. Unless otherwise stated by the Special Conditions, there shall be no discharge of industrial wastes under this permit. Storm waters shall not be permitted to enter the sanitary sewer system. Without limiting the general prohibition of the previous sentence, roof and footing drains shall not be connected to the sanitary sewer system.
4. **Construction Inspection.** All sewer construction shall be inspected and approved by a Registered Professional Engineer acting on behalf of the Permittee or the owner of the project, or by a duly authorized and competent representative of the Professional Engineer. No sewer trenches shall be backfilled except as authorized by the Inspection Engineer after having inspected and approved the sewer installation.
5. **Maintenance.** The sewer connections, lines, systems or facilities constructed hereunder or serving the facilities constructed hereunder shall be properly maintained and operated at all times in accordance with all applicable requirements. It is understood that the responsibility for maintenance shall run as a joint and several obligation against the property served, the owner and/or the operator of the facilities, and said responsibility shall not be discharged nor in any way affected by change of ownership of said property.

## MWRDGC STANDARD CONDITIONS

6. **Indemnification.** The Permittee shall be solely responsible for and shall defend, indemnify and save harmless the Metropolitan Water Reclamation District of Greater Chicago (hereinafter MWRDGC) from and against any and all claims, costs, damages, or expenses the MWRDGC may suffer, incur, sustain or become liable for on account of any injury to, or death of, any person or persons, or any damage to, or destruction of, any real or personal property that may be caused by the construction, use, state of repair, operation and maintenance of the proposed facilities, arising out of or in consequence of the issuance of this permit. Without limiting the generality of

the preceding sentence, the provisions of this paragraph shall extend to indemnify and save harmless the MWRDGC from any claims or damages arising out of or in connection with the termination or revocation of this permit.

7. **Construction by MWRDGC.** Permittee understands and acknowledges that the MWRDGC has the right and power to construct and extend sewer service facilities and render such services within the area to be served by the project for which this permit is issued, and that by the MWRDGC constructing and extending such sewer service facilities and rendering such services, the facilities constructed by the Permittee under this permit may decrease in value, become useless or of no value whatsoever, the Permittee may also sustain a loss of business, income and profits.

Therefore, by accepting this permit and acting thereon, the Permittee, for itself, its successors and assigns, does remise, release and forever discharge the MWRDGC of any and all claims whatsoever which Permittee may now have or hereafter acquire and which Permittee's successors and assigns hereafter can, shall, or may have against the MWRDGC for all losses and damages, either direct or indirect, claimed to have been incurred by reason of the construction or extension at any time hereafter by the MWRDGC of sewer service facilities in the service area contemplated by this permit, the rendering of such services, which MWRDGC facilities and services decrease the value of the facilities constructed by the Permittee under this permit, make same useless or of no value whatsoever, including but not limited to, any and all damages arising under Illinois Revised Statutes, Chapter 42, Section 339; the taking of private property for public use without due compensation; the interference with the contracts of Permittee; the interference with Permittee's use and enjoyment of its land; and the decrease in value of Permittee's land.

8. **Third Parties.** This permit does not grant the right or authority to the Permittee: (a) to construct or encroach upon any lands of the MWRDGC or of any other parties, (b) to construct outside of the territorial boundaries of the MWRDGC, (c) to construct or encroach upon the territorial boundaries of any units of local government within the MWRDGC, (d) to connect to or discharge into or be served by (directly or indirectly) any sewer or sewer system owned or operated by third parties.
9. **Costs.** It is expressly stipulated and clearly understood that the sewerage system or facilities for which the permit is issued shall be constructed, operated and maintained at no cost to the MWRDGC.

10. **Other Construction.** The MWRDGC reserves the right, privilege and authority to permit others to reconstruct, change, alter and replace all sewers and appurtenances thereto at the point of connection of any sewerage system to an MWRDGC interceptor and/or in public right-of-ways of MWRDGC easements, and to introduce additional sewage flow through this connection into the intercepting sewer of said MWRDGC.
11. **Change of Use.** This permit shall be incorporated in the Building and Occupancy Permit for the building or buildings served under this permit. The owner or occupant of any building served under this permit shall not cause, or permit, a change of use of the building to a use other than that indicated in this permit without first having obtained a written permission from the Executive Director of the MWRDGC.
12. **Interceptors Overloading.** The MWRDGC hereby serves notice that its interceptors may flow full and may surcharge, and flooding of the proposed system may occur. The Permittee agrees that the proposed systems shall be constructed, operated and maintained at the sole risk of the Permittee.
13. **Non-Transferability.** This permit may not be assigned or transferred without the written consent of the Executive Director of the MWRDGC.
14. **Termination.** It is understood and agreed that in the event the Permittee shall default in or fail to perform and carryout any of the covenants, conditions and provisions of this permit and such default or violation shall continue for sixty (60) days after receipt or notice thereof in writing given by the Executive Director of the MWRDGC, then it shall be lawful for the MWRDGC at or after the expiration of said sixty (60) days to declare said permit terminated. The Permittee agrees that immediately upon receipt of written notice of such termination it will stop all operations, discontinue any discharges and disconnect the sewerage system or facilities constructed under this permit. If the Permittee fails to do so, the MWRDGC shall have the right to disconnect said system. The Permittee hereby agrees to pay for any costs incurred by the MWRDGC for said disconnection. The various rights and remedies of the MWRDGC contained in this permit shall be construed as cumulative, and no one of them shall be construed as exclusive of any one or more of the others or exclusive of any other rights or remedies allowed by applicable rules, regulations, ordinances and laws. An election by the MWRDGC to enforce any one or more of its rights or remedies shall not be construed as a waiver of the rights of the MWRDGC to pursue any other rights or remedies provided under the terms and provisions of this permit or under any applicable rules, regulations, ordinances or laws.
15. **Expiration.** This permit shall expire if construction has not started within one (1) year from the date of issue. Construction under an expired permit is deemed construction without a permit. All construction under this permit shall be completed within two (2) years after start of construction. If conditions so warrant, an extension may be granted. For publicly financed projects (e.g. special assessments) the one(1) year period indicated will be considered from the date of final court action.
16. **Revocation.** In issuing this permit, the MWRDGC has relied upon the statements and representations made by the Permittee or his agent. Any incorrect statements or representations shall be cause for revocation of this permit, and all the rights of the Permittee hereunder shall immediately become null and void.
17. **Advance Notice.** Prior to commencement of construction under this permit, the Permittee shall give the MWRDGC an advance notice of at least two working days. When advance notice is given, the Permittee shall provide the permit number, municipality and location.
18. **Compliance with Plans and Specifications.** All construction shall be in accordance with the plans and specifications submitted for this permit and made a part hereof. No changes in, or deviation from the plans and specifications which affect capacity, maintenance, design requirements, service area or permit requirements shall be permitted unless revised plans shall have been submitted to, and approved by the MWRDGC. The permit together with a set of the plans and specifications (revised plans and specifications, if any) shall be kept on the job site at all times during construction until final inspection and approval by the MWRDGC.
19. **Testing and Approval.** All construction under this permit shall be subject to inspection, testing and approval by the MWRDGC. All testing shall be made, or caused to be made, by the Permittee at no cost to the MWRDGC and in the presence of the MWRDGC representative. Upon satisfactory completion of construction, the Permittee and the owner shall submit, or cause to be submitted, a completion certificate and request for approval on the form prescribed by the MWRDGC. No sewer or other facilities shall be put in service until all the conditions of the permit have been satisfactorily met.
20. **Record Drawings.** Within sixty (60) days after final inspection and approval by the MWRDGC, the Permittee shall furnish, or cause to be furnished to the MWRDGC, a set of Record drawings, or a statement that the project was constructed in accordance with the original plans and specifications.
21. **Compliance with Rules and Regulations.** The Permittee here by expressly assumes all responsibilities for meeting the requirements of all applicable rules, regulations, ordinances and laws of Local, State and Federal authorities. Issuance of this permit shall not constitute a waiver of any applicable requirements.



# SCHEDULE A

## BASIC INFORMATION

MWRDGC Permit No.

**10-140**

1. NAME OF PROJECT Lake Park Expansion

(as shown on the plans)

2. APPURTENANCES (check all applicable items)

☐ Siphon

☐ Stream Crossing

☐ Drop Manholes

☐ Direct Connections to MWRDGC

3. RECEIVING SANITARY SEWER SYSTEM

A. System that project will connect to is:

☐ Existing

☐ Proposed /Under Construction

→ MWRDGC Permit # N/A

List owners of all sewers from project to MWRDGC interceptor

4. EXISTING LIFT STATION

☒ No ☐ Yes → Receiving system includes existing lift station

If yes, indicate location N/A

5. FLOOD PLAIN

Is any part of the project area in a flood plain?

☒ No ☐ Yes

→ Percentage of area in flood plain \_\_\_\_\_ %

Flood crest elevation \_\_\_\_\_ ft.

Identify any manholes in flood plain: \_\_\_\_\_

6. SIZE OF PROJECT

A. What is the size of this project?

2.449 acres

B. Total contiguous ownership, including project

74.252 acres

C. Existing impervious area within project

3.638 acres

D. New impervious area created within project

4.059 acres

7. DETENTION

A. Is detention provided under this permit?

☐ No

☒ Yes

→ Detention required by: ☒ MWRDGC ☒ Other

B. Is project in the service area of existing detention reservoir?

☒ No

☐ Yes

→ MWRDGC Permit No. \_\_\_\_\_

**SCHEDULE B**  
**SEWER SUMMARY**  
**COMPLETE IN ALL CASES**

MWRDGC Permit No

**10-140**

PROJECT NAME: Lake Park Expansion

(as shown on the plans)

1. **Sewer Summary**, including all building service sewers, stubs and risers:  
 Include all sewers in combined sewer area  
 Include all sanitary sewers in separate sewer area

Pipe Size in.	N/A						
Total length ft.							
Min. slope used -%							
Pipe Material *							
Total manholes							
Total cleanouts							

\* Pipe material and joint specifications must be shown on plans. See Manual of Procedures for acceptable specifications.

2. **NATURE OF PROJECT** (Check all that apply)

- ☒ Project is publicly financed  
☐ Sewer system serving a subdivision  
☐ Off-site trunk sewer to serve subdivision  
☐ Sewer extension to serve future development  
☐ Storm sewers in combined sewer area  
☐ Service connections to serve buildings (Schedule C)  
☒ Other N/A

3. **SEWER EXTENSIONS**

If any part of the proposed project is designed to service future connections (not included in Schedule C), check yes below and submit service area map and estimate of population equivalent to be served.

- ☒ NO      ☐ YES → ☐ Service area map  
☐ P.E. estimate submitted

# SCHEDULE - C

MWRDGC Permit No.

10-140

## SEWER CONNECTIONS

(FILL OUT ALL SECTIONS THAT APPLY)

### 1. BUILDING CONNECTION DATA

#### A. RESIDENTIAL BUILDINGS

<input type="checkbox"/> Single Family	Total dwelling units *	N/A	
	Number of sewer connections *	N/A	PE**
<input type="checkbox"/> Multi Family	Total dwelling units *	N/A	
	Number of sewer connections *	N/A	PE**

#### B. COMMERCIAL& RECREATIONAL BUILDINGS

<input type="checkbox"/> Number of sewer connections	N/A	PE**
--	-----	------

#### C. INDUSTRIAL BUILDINGS

<input type="checkbox"/> Number of sewer connections	N/A	PE**
--	-----	------

\* Each sanitary line exiting a building is a connection

\*\* Population Equivalent

### 2. BUILDING USE - (Check all that apply)

#### A. COMMERCIAL & RECREATIONAL

- ☐ Food preparation or processing (install grease separator)
- ☐ Auto service (install triple basin)
- ☐ Auto wash (install mud basin)
- ☐ Swimming pool (provide pool plans)
- ☐ Other N/A

#### B. INDUSTRIAL BUILDINGS

- ☐ Sewer connections will receive domestic sewage only
- ☐ Industrial waste is produced

**NOTE:** If industrial waste is produced, submit Schedule F & Schedule G and plumbing plans along with flow diagram for pretreatment system.



# SCHEDULE D - DETENTION

MWRDGC Permit No.

10-140

## A. PROJECT INFORMATION

Name of Project Lake Park Expansion  
(as shown on plans)

## B. METHOD OF DETENTION

☒ Reservoir ☐ Rooftop ☐ Parking Lot ☐ Others —

## C. UNDEVELOPED SITE-DETERMINATION OF ALLOWABLE RELEASE (Delineate total, developed, undeveloped and unrestricted areas on a grading plan)

1. Area of site	<u>74.252</u>	acres
2. Average ground slope	<u>1.00</u>	feet/foot
3. Longest overland flow distance (show on a contour map for undeveloped site)	<u>2904</u>	feet
4. Overland flow time of concentration	<u>92.15</u>	minutes
5. Average slope of channelized flow (see note)	<u>N/A</u>	feet/foot
6. Channelized flow distance (see note)...	<u>N/A</u>	feet
7. Channelized flow time of concentration	<u>N/A</u>	minutes
8. Total time of concentration (line 4 + line 7)	<u>92.15</u>	minutes
9. Rainfall intensity for 3-year storm	<u>1.25</u>	inches/hr
10. Gross Allowable release rate (0.15* line 9* line 1 or $Q = 0.15 \cdot I \cdot A$ )	<u>13.92</u>	cfs
11. Unrestricted release rate ( $Q_{un}$ ).... $Q_{un} = C_{un} I_{un} A_{un}$ ; $C_{un}$ -developed site, $I_{un}$ -100 year storm, $A_{un}$ -unrestricted site	<u>(0.45) 7.6 in/hr (0.112 cfs)</u> <u>0.38</u>	cfs
12. Net allowable release rate (line 10 - line 11)	<u>13.54</u>	cfs
13. Actual release rate at HWL..... (cannot be greater than line 12)	<u>5.44</u>	cfs
14. Restrictor type and size..... (Provide details & calculations)	<u>N/A</u> <u>12</u> inches (pipe restrictor)	inches

**NOTE:** For flow time in a well defined channel, determine time of concentration from measured lengths, cross-sections and slopes. Submit necessary calculations.

Rev. 2/10/01

**D. DEVELOPED SITE-DETERMINATION OF RESERVOIR SIZE**  
(Submit calculations for Items 1 thru 6)

1. Impervious drainage area excluding wet pond area*.	<u>96.374 (OFFSITE), 7.697 (ONSITE)</u>	acres
2. Impervious wet pond area*	<u>38.262 (ONSITE)</u>	acres
3. Pervious drainage area*	<u>96.374 (OFFSITE) 28.293 (ONSITE)</u>	acres
4. Composite runoff coefficient(c).....	<u>0.704</u>	
5. Required detention capacity at actual release rate <b>ZERO</b>	<u>94.011 (INCLUDES OFFSITE AREA)</u>	acre-feet
6. Actual detention capacity provided at HWL.	<u>94.083</u>	acre-feet

\* Unrestricted areas shall be excluded here.

(0.112 ac)

**\*\* FLOWS from offsite area will be detained**

**E. REQUIRED BYPASS RATE THROUGH DEVELOPMENT SITE FROM UPSTREAM AREA**

NOTE: Following steps are applicable to bypass flow over a weir or bypassing detention system. Design frequency shall be determined by local ordinance. If no local requirement is established, use 5-year storm frequency. (Delineate bypass areas on grading plans or USGS maps).

1. Total area upstream.....	<u>NA</u>	acres
2. Impervious area.....	<u>NA</u>	acres
3. Pervious area.....	<u>NA</u>	acres
4. Composite runoff coefficient (minimum of 0.35)	<u>NA</u>	
5. Design storm frequency for the upstream area	<u>NA</u>	year
6. Time concentration for upstream area at point of entry; upstream area to be considered as <u>developed</u> .	<u>N/A</u>	minutes
7. Rainfall intensity for time of concentration	<u>N/A</u>	inches/hr.
8. Permissible bypass rate... (line 1 * line 4 * line 7)	<u>N/A</u>	cfs
9. Bypass system - Type & capacity... (Provide detail and calculations)	<u>Detention provided in Lake Opeka</u>	cfs

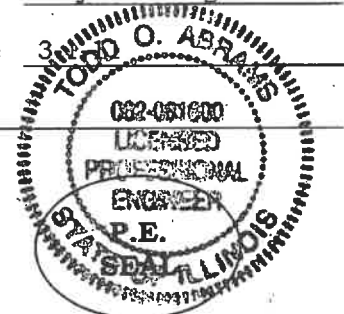
Name Todd Abrams P.E.

Title Project Manager

Signature [Signature]

Date 3

Engineering Firm W-T Civil Engineering



# ENGINEERING CERTIFICATIONS

MWRDGC Permit No. 10 140

**CERTIFICATE BY DESIGN ENGINEER:** I hereby certify that the project described herein has been designed in accordance with the requirements set forth in this application and all applicable ordinances, rules, regulations, Local, State and Federal laws, and design criteria of the issuing authority; that the storm drainage and sanitary sewer system designed for this project are proper and adequate; that where the design involves one or more connections to an existing local sewer system, the capacity of said system has been examined and the system is found to be adequate to transport the wastewater that will be added through the proposed sewer without violating any provisions of the Illinois Environmental Protection Act or the rules and regulations thereunder.

Comments, if any: \_\_\_\_\_

Engineering Firm: W-T Civil Engineering Telephone: (224) 293 - 6333

Address: 675 Pratum Ave. City: Hoffman Est. Zip: 60192

Signature: [Signature] Date: 6-29-10  
(Name and Title) Project Manager

**CERTIFICATE BY MUNICIPAL OR SYSTEM ENGINEER:** The application and the drawings, together with the data submitted with this application, have been examined by me and are found to be in compliance with all applicable laws and regulations. The manner of drainage is satisfactory and proper in accordance with all state and local requirements, including but not limited to the District's Sewer Permit Ordinance. The existing local sewer system to which the project discharges has been examined and the system is found to be adequate to transport the wastewater that will be added through the proposed sewer without violating any provisions of the Illinois Environmental Protection Act or the rules and regulations thereunder.

I hereby certify that the project area is within the municipal corporate limits. ☒ YES ☐ NO

Owner of Local Sewer System: City of Des Plaines

Municipal Engineer: \_\_\_\_\_ Telephone: 847-391-5300

Address: 1420 Miner Street City: Des Plaines Zip: 60016

Signature: [Signature] Date: 7-16-10  
Dir. of Public Works & Engineering

**CERTIFICATE BY INSPECTION ENGINEER:** I hereby certify that construction of the project will be in substantial compliance with the data and the plans submitted with this application; that approval will be obtained from the issuing authority prior to making any changes that would affect capacity, maintenance, design requirements, service area or the permit requirements; that a set of RECORD drawings, signed and sealed by the undersigned Engineer will be furnished to the MWRDGC within sixty (60) days after testing and approval by the District of the completed work.

Engineering Firm: W-T Civil Engineering Telephone: 224-293-6333

Address: 675 Pratum Ave. City: Hoffman Estates Zip: 60192

Signature: [Signature] Date: 6-29-10  
(Name and Title) Project Manager

## **SPECIAL CONDITIONS FOR MWRD PERMIT NO. 10-140**

1. This permit does not serve as, substitute for, or preclude the need for any permit/permission/authorization which may be required for the project from the Illinois Environmental Protection Agency.
2. This permit is issued in reliance upon the Affidavit of Disclosure of Property Interest (Schedule K) submitted by the owner, and said Affidavit is incorporated herein and made a part hereof.
3. Construction under this permit consists of storm sewers only.
4. The stormwater detention facilities shown on the plans are made a part of this permit. The detention is provided by the available detention storage in Lake Opeka from elevation 633.94 to elevation 636.36 (as highwater elevation) with the existing 12" VCP storm sewer as outlet pipe restrictor.
5. The stormwater detention storage and related outflow control and drainage facilities under this permit, as shown on the plans, shall be maintained and operated in perpetuity by the Permittee(s)/Co-Permittee so that the required stormwater storage volume and restricted outflow rate are provided at all times. The facilities cannot be modified, adjusted, relocated, removed, or abandoned without written permission from the Director of Engineering of the MWRD.
6. Within thirty (30) months from the date of issuance of this permit, the Co-Permittee shall disconnect the Lake Opeka storm sewer outlet from the existing 48-inch combined sewer and reconnect it to a storm sewer system that is tributary to the waterway.
7. Discharge of runoff from Lake Opeka to the existing sewer system shall not occur earlier than 48 hours following a rain event.

*Permit issued 3-18-11*

**SPECIAL CONDITIONS** MWRDGC Permit No.**10-140**

This permit is issued subject to the MWRDGC's General Conditions, Standard Conditions and the following Special Conditions:

☐ NONE ☒ SEE ATTACHED

If permit is granted:

- ☐ Please return two (2) copies of the permit to the Permittee; or  
☐ Please mail one (1) copy to Permittee and one (1) copy to the person designated below:

Name: Todd Abrams P.E.

Address: 2675 Pratum Ave. - Hoffman Estates, IL 60192

**CERTIFICATE BY APPLICANTS:** We have read and thoroughly understand the conditions and requirements of this permit application, and agree to conform to the permit conditions and other applicable requirements of the MWRDGC. It is understood that construction hereunder, after the permit is granted, shall constitute acceptance by the applicants of any Special Conditions that may be placed hereon by the MWRDGC. It is further understood that this application shall not constitute a permit until it is approved, signed and returned by the Director of Engineering of the MWRDGC.

PERMITTEE	CO-PERMITTEE
The project area is within municipal corporate limits. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable	(Co-Permittee is Property Owner) Title to property is held in a land trust: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, Co-Permittee shall be beneficiary with Power of Direction
Municipality <u>City of Des Plaines</u>	Owner <u>Des Plaines Park District</u>
Address <u>1420 Miner Street</u>	Address <u>2222 Birch Street</u>
City <u>Des Plaines</u> Zip <u>60016</u>	City <u>Des Plaines</u> Zip <u>60018</u>
Signature <u>[Signature]</u>	Signature <u>[Signature]</u>
Name <u>Timothy P. Oakley, P.E.</u>	Name <u>Paul A. Cathey</u>
(Print)	(Print)
Title <u>Dir. of Public Works &amp; Engineering</u>	Title <u>Superintendent of Parks</u>
Date <u>7-16-10</u> Phone <u>847-391-5300</u>	Date <u>7/15/10</u> Phone <u>847-391-5700</u>

REVIEW AND APPROVAL BY THE MWRDGC	
Reviewed by: <u>[Signature]</u> (Local Sewer Systems)	Date <u>MAR 18 2011</u>
Approved for Issue: Approved by: <u>[Signature]</u> (For the Director of Engineering)	Date <u>MAR 18 2011</u>



**METROPOLITAN WATER RECLAMATION DISTRICT  
OF GREATER CHICAGO**

INFORMATION PAMPHLET: Construction Under MWRD Sewer Permits

SUBJECT: Permit No. 10-140

Date of Issue: MAR 18 2011

Project: Lake Park Expansion

Location: Lee St. and Howard St., Des Plaines, IL

The above permit was issued on the date indicated and copies of the permit are being mailed as follows:

☐ Both copies of the permit, together with the permit drawings are mailed to the Permittee.

☒ One copy of the permit together with the permit drawings is mailed to the Permittee and one copy is mailed to the designated individual.

If you need any assistance or if you have any questions at any time involving this project or other related matters, please call the Local Sewer Systems Section (Telephone (312) 751-3260). Requirements governing sewer construction are contained in the Sewer Permit Ordinance and the Manual of Procedures for the Administration of the Sewer Permit Ordinance (Manual). Your cooperation is solicited and your attention is invited to the following:

1. Read carefully the conditions of the permit and the special conditions that may have been included. If you object to any of the special conditions, return the permit with a letter indicating your non-acceptance, but do not proceed with the construction. Construction constitutes acceptance of the special conditions.
2. Prior to the beginning of construction, advance notice of at least two working days is required. For your protection, a written notice by certified mail is preferable, provided the notice is received at least two working days in advance of construction. At a minimum, a telephone call to the Local Sewer Systems field office is required two working days in advance of the construction start. (Telephone (708) 588-4055). Work on direct connections to MWRD facilities shall not be started without the presence of a MWRD representative.
3. On small projects (e.g., building connection) our inspectors should, as a general rule, visit the job in the first part of the same day of the job start. Please look for him. If he does not appear on the job, chances are we have not received the advance notice. It is worth your while to check, or better yet, make another call.
4. A copy of the approved permit together with the permit drawings must be kept at the job site at all times while construction is in progress.
5. No sewer shall be backfilled unless it has been inspected and approved by the Inspection Engineer or his authorized representative and the backfilling authorized by him.
6. Construction shall conform to the permit plans and specifications and be in accordance with applicable rules and regulations. Be sure that the installation is inspected and approved by the Inspection Engineer and the Municipal Engineer.

RECEIVED

MAR 24 2011

Des Plaines P.W. & Ener. Dept.

7. Upon completion of construction (and preferable no later than 15 days thereafter), submit a fully executed "Request for Final Inspection and Approval" (RFI) form and make necessary arrangements for final testing and inspection with the Local Sewer Systems Field Office Telephone (708) 588-4055). The RFI form is being mailed to the Engineer.
8. Upon successful final inspection and testing by the MWRD, the RFI will be executed by the MWRD and one copy will be mailed to the Permittee. The executed copy is the formal approval by the MWRD. No sewer shall be put in service prior to final inspection and approval by the MWRD.
9. If upon final inspection and testing the installation is not approved, a report will be furnished by the MWRD as to the reasons. Please proceed promptly with the corrections and make arrangements for re-testing.
10. The permit is issued to the Permittee(s) shown. The Permittee is held responsible for the full and faithful compliance with all the permit conditions regardless of any understandings that may exist between any parties that may be involved in this project.
11. If a violation report is filed against the project during construction, it is advisable that necessary corrective measures be promptly taken prior to proceeding with other construction.
12. All sewer construction requires stone bedding  $\frac{1}{4}$ " to 1" in size, and having a minimum thickness of 4". The gradation must be in accordance with Article 4-3 of the Manual, as amended April 7, 1994.
13. Overhead plumbing is mandatory for occupancy areas below grade. (See Article 4-1 of the Manual.
14. Footing drains shall be connected to sump pumps and discharge shall be made into storm sewers, combined sewers or drainage ditches. No footing drains shall be connected to sanitary sewers. (See Articles 6-2d and 6-3b of the Manual).
15. Consult the Manual for detention requirements.
16. Sump pumps installed for sanitary sewers shall not be used for storm sewers. Those pumps installed for storm sewers shall not be used for sanitary sewers.
17. Fee Refund: Permit fee refunds will be made for sewer pipe included in the original permit but not installed, if the total fee to be refunded is more than \$100.00.

cc: Permittee, Owner, Engineer

**CITY OF DES PLAINES**

**RESOLUTION R - 162 - 21**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE DES PLAINES PARK DISTRICT FOR CERTAIN STORMWATER IMPROVEMENTS AND MAINTENANCE IN LAKE PARK.**

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

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

**WHEREAS**, the Metropolitan Water Reclamation District of Greater Chicago ("**MWRD**") is authorized to plan, implement, and finance regional and local activities relating to stormwater management in Cook County; and

**WHEREAS**, the MWRD is requiring the disconnection of Lake Park's lake drainage outlet from its current connection to the combined sewer within Howard Avenue and the reconnection to the storm sewer within Howard Avenue ("**Project**"); and

**WHEREAS**, the estimated cost of construction for the Project is \$500,000 ("**Project Cost**"); and

**WHEREAS**, Lake Park is owned by the Des Plaines Park District ("**Park District**"); and

**WHEREAS**, the City and the Park District desire to enter into an intergovernmental agreement setting forth the responsibilities of the City and the Park District for the Project ("**Intergovernmental Agreement**"); and

**WHEREAS**, pursuant to the Intergovernmental Agreement: (i) City will be responsible for 70 percent of the Project Cost and the Park District will be responsible for 30 percent of the Project Cost; and (ii) the City will operate and maintain the stormwater improvements upon completion of the Project; and

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

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

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

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

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

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

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

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

ATTEST:

Approved as to form:

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

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

DP-Resolution Approving IGA with Park District for Lake Park Lake Outlet Revision

**INTERGOVERNMENTAL AGREEMENT FOR CERTAIN STORMWATER IMPROVEMENTS AND  
MAINTENANCE IN LAKE PARK BETWEEN DES PLAINES PARK DISTRICT AND CITY OF DES  
PLAINES**

**THIS INTERGOVERNMENTAL AGREEMENT (“*Agreement*”)** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2021 (“*Effective Date*”), by and between the Des Plaines Park District, an Illinois park district and unit of local government (“*Park District*”), and the City of Des Plaines, an Illinois home rule municipality (“*City*”). Park District and City are sometimes hereinafter referred to individually as a “*Party*” and together as the “*Parties*.”

**Recitals**

**WHEREAS**, the Park District owns certain real property located at 2200 Lee St, Des Plaines, Illinois commonly referred to as Lake Park (“*Lake Park*”); and

**WHEREAS**, Lake Park is a 76-acre park that includes a variety of recreational amenities including Lake Opeka (“*Lake Opeka*”) and the Lake Park Golf Course and Marina; and

**WHEREAS**, the City owns, operates, and maintains a storm and sanitary sewer system, including ancillary facilities and improvements, that extends throughout its corporate boundaries; and

**WHEREAS**, Lake Opeka currently serves as an essential component of the City’s stormwater management system, particularly during significant rain events; and

**WHEREAS**, Lake Opeka provides detention for surface runoff and stormwater via two 24-inch stormwater pipes and a 30-inch stormwater pipe, and provides for stormwater outfall via a connection to the combined sewer located beneath Howard Avenue (“*Existing Outfall*”); and

**WHEREAS**, the Metropolitan Water Reclamation District of Greater Chicago (MWRD) has requested that the Existing Outfall be disconnected from the combined sewer in order to achieve compliance with MWRD’s Watershed Management Ordinance; and

**WHEREAS**, disconnecting the Existing Outfall from the combined sewer in the manner requested by the MWRD would necessitate rerouting and connecting the outfall to a separate storm sewer located nearby at considerable expense to the Parties; and

**WHEREAS**, there is significant overlap between the corporate boundaries of the City and the corporate boundaries of the Park District, and the Parties determined that it is in best interests of their respective residents, constituents, and the general public to share in the costs of disconnecting and relocating the Existing Outfall and otherwise maintaining Lake Opeka and the various stormwater facilities located in Lake Park; and

**WHEREAS**, City, by virtue of its power as a home rule unit of government as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois, and Park District, by virtue of its powers set forth in Sections 8-1 and 8-11 of the Park District Code (70 ILCS 1205/8-1 and 8-11), are authorized to enter into this Agreement; and

**WHEREAS**, a cooperative intergovernmental agreement is appropriate and such an agreement is authorized and encouraged by Article VII, Section 10 of the Illinois Constitution and the "Intergovernmental Cooperation Act", 5 ILCS 220/1 *et seq.*;

**NOW THEREFORE**, in consideration of the foregoing and the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. Incorporation of Recitals.** The Recitals set forth above are hereby incorporated by reference into this Agreement as though fully set forth herein, and all covenants, terms, conditions, and provisions of this Agreement shall be construed, interpreted, and enforced in accordance therewith.

**2. Scope of Project.** For the purposes of this Agreement the "**Project**" shall consist of the following:

- A. Disconnecting and capping the Existing Outfall at an estimated cost of \$50,000;
- B. Constructing and installing a new pumping station and associated equipment ("**Pumping Station**") to lift and redirect stormwater runoff to the 48 inch diameter storm sewer located beneath Howard Avenue ("**New Outfall**") at an estimated cost of \$450,000. Collectively the Pumping Station and the New Outfall shall hereinafter be referred to as the "**Outfall Improvements.**"

The cost estimates included in this section are based on preliminary engineering estimates commissioned by the Parties and are provided for context and informational purposes. The estimated costs are not intended to be limits on the cost or scope of the Project.

**3. Allocation of Project Responsibilities.** Except as otherwise specifically provided in this Agreement, the Parties shall be responsible for the following:

- A. Lead Agency for Project. City will serve as the lead agency for the Project and will be primarily responsible for the design, engineering, bidding, contractor selection, construction management, and approval of the Project. City will keep Park District apprised of the progress and cost of the Project through regular reports and communications. The Parties agree to jointly conduct a Project kickoff meeting no later than [INSERT DATE] at which meeting a Project schedule will be created and mutually agreed upon.

B. Ownership of Outfall Improvements. After the completion of the installation and construction of the Outfall Improvements, title, ownership, and control of the Outfall Improvements will be granted to the City.

C. Park District Responsibilities. In addition to the other responsibilities in this Agreement, the Park District shall:

1. Pay for thirty percent (30%) of the cost of disconnecting Existing Outfall from the combined sewer and installing and constructing the Outfall Improvements.
2. Pay for the cost of Lake Opeka shoreline restoration arising from the Project.
3. Pay for the costs for routine maintenance of Lake Opeka, including treating Lake Opeka to control algae, minor shoreline issues, and trash removal.

D. City Responsibilities. In addition to the other responsibilities in this Agreement, the City shall:

1. Pay for seventy percent (70%) of the cost of disconnecting the Existing Outfall from the combined sewer and installing and constructing the Outfall Improvements.
2. Operate and maintain the Outfall Improvements, which shall include but is not limited to monitoring and annual inspections.

E. Reimbursement of Costs. All reimbursement responsibilities between the parties set forth in this Section 3 shall be made on a monthly basis in a manner to be agreed upon by the Parties. All requests for reimbursement must be accompanied by sufficient documentation to establish amount of funds, labor, or costs actually expended.

F. Access to Park District Property. City shall have access to and use of certain portions of Lake Park to facilitate the construction, operation, and maintenance of the Outfall Improvements, subject to the terms and conditions set forth in a temporary construction and access easement agreement to be negotiated by the Parties at a later date and executed prior to commencement of the Project.

4. Term. The initial term of this Agreement shall be for a period of five (5) years, commencing on the Effective Date ("**Initial Term**"), unless earlier terminated pursuant to Section 14 of this Agreement. Following the expiration of the Initial Term, this Agreement shall thereafter automatically renew on the terms and conditions contained herein on an annual basis for successive one-year terms upon the anniversary of the Initial Term ("**Renewal Term**"), unless notice of the intent to terminate is given by either Party to the other not less than one hundred eighty (180) days prior to the expiration of the then current Term. The Initial Term and any

Renewal Term shall collectively be referred to as the “***Term.***”

5. **Designated Representative.** Each Party shall designate a representative in writing to the other Party, including the designated representative’s name, position, telephone, cellular phone and email address (“***Designated Representative***”). Each Party’s Designated Representative shall oversee the operation and administration of, and ensure compliance with, the terms of this Agreement, and shall serve as the primary contact for the other Party with respect to the same, including but not limited to planned or scheduled use of the Parties’ grounds and facilities and changes in planned or scheduled uses of same.

6. **Insurance.** Each Party, at its sole cost and expense, shall keep in full force and effect at all times during the Term of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with this Agreement. Each Party shall provide coverage that is at least as broad as:

A. Commercial general liability insurance, including contractual liability coverage, and such other types of insurance in such amounts and with such A-rated companies or through self-insurance risk pools as are reasonably acceptable to the City and the Park District, but, in any event, no less than \$1,000,000 per occurrence. Such insurance shall be evidenced by annually providing to the other Party certificates of insurance. Said insurance shall name the other Party as an additional insured and will further provide that the insurance may not be modified, terminated, cancelled or non-renewed without at least thirty (30) days advance written notice by certified mail, return receipt requested, to the other Party.

B. Each Party shall keep and maintain Workers’ Compensation Insurance covering all costs, statutory benefits and liabilities under State Workers’ Compensation and similar laws for their respective employees. Any employee claim related to this Agreement will be the responsibility of the Party employer and the other Party shall have no obligation whatsoever to provide workers’ compensation for the other Party’s employees.

The minimum insurance coverage specified in this Paragraph 6 may be provided by self-insurance, participation in a risk management pool, commercial policies of insurance, or a combination thereof. Given the nature and duration of this Agreement, required insurance coverage and/or amounts may need to be modified to adequately protect the Parties against possible claims arising from the Parties’ rights and obligations under the terms of this Agreement. The Parties shall, from time to time, mutually review the insurance coverage required in this Paragraph 6, and shall mutually agree upon increases in coverage amounts or additional insurance as may be commensurate with similar agreements or other similarly situated parties in the Chicagoland area and as may be reasonably necessary to protect the Parties against these risks.

7. **Indemnification.** To the fullest extent permitted by law, each Party shall indemnify, defend and hold harmless the other Party, its elected and appointed officers, officials,

employees, volunteers and agents (collectively, the “**Indemnitees**”), from and against any and all claims, damages, losses and expenses, including but not limited to legal fees (attorneys’ and paralegals’ fees and court costs), incurred by any of the Indemnitees for injuries to persons or for damage, destruction or theft of property arising out of or resulting from any activity, act or omission of the indemnifying Party, or of any employee, agent, affiliate, vendor, co-sponsor, invitee, contractor, student or volunteer of the indemnifying Party (the indemnifying Party and each and every such other person being hereinafter individually and collectively referred to as the “**Indemnitor**”), but only to the extent caused in whole or in part by any wrongful or negligent act or omission of the Indemnitor. Similarly, each Party shall indemnify, defend and hold harmless the Indemnitees from and against any and all claims, damages, losses and expenses, including but not limited to legal fees (attorneys’ and paralegals’ fees and court costs), incurred by any of the Indemnitees by reason of the Indemnitor's breach of any of its obligations under this Agreement.

**8. Termination.** Either Party may terminate this Agreement as follows:

A. This Agreement may be terminated immediately by either Party in the event of the other Party’s material breach of any of its obligations under this Agreement, provided that, except as provided herein with respect to insurance coverage, the breaching Party has failed to cure any such breach within fourteen (14) days after receiving written notice of same from the non-breaching Party. Notwithstanding the foregoing, if the breaching Party shall have repeatedly breached the same or other provisions previously, the non-breaching Party may terminate this Agreement immediately without affording the breaching Party an opportunity to cure the breach, upon seven (7) days written notice to the breaching Party. Failure to maintain required insurance coverage shall be cause for immediate termination of this Agreement, or the immediate suspension of this Agreement until such insurance has been obtained and satisfactory proof thereof provided to the non-breaching Party, in either case upon written notice to the breaching Party without opportunity to cure.

B. The Parties may mutually agree to terminate this Agreement in writing at any time.

C. In the event of a termination both Parties shall be required to pay the other Party any reimbursement amounts due under Section 3 that have been incurred prior to the proposed date of termination.

The rights and obligations imposed by Paragraphs 6 and 7 of this Agreement shall survive the expiration or termination of this Agreement.

**9. No Waiver of Tort Immunity Defenses.** Nothing contained in this Agreement is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to either Party under the Illinois Local Governmental and Governmental Employees Tort Immunity Act with respect to claims by third parties.

**10. Notice.** Notices shall be deemed properly given hereunder if in writing and either hand delivered or sent by United States certified mail, return receipt requested, postage prepaid,  
{00120847.4} Page 5 of 8

or by fax or email transmission with the sending Party retaining confirmation of receipt, to the Parties at their respective addresses provided below, or as either Party may otherwise direct in writing to the other Party from time to time:

If to City:

City of Des Plaines  
1420 Miner Street  
Des Plaines, IL 60016  
Attn: City Manager

If to Park District:

Des Plaines Park District  
2222 Birch Street  
Des Plaines, IL 60018  
Attn: Executive Director

Notices sent by certified mail shall be deemed delivered the second business day following deposit in the mail, notices hand delivered shall be deemed given on the date of delivery, and notices sent by fax or email transmission shall be deemed given on the date of transmission if between 9:00 AM and 5:00 PM on a business day, or, if later, the next business day.

**11. Compliance with Laws.** The Parties shall comply with all applicable federal, state, county, and local statutes, ordinances, rules, regulations, and codes.

**12. Payment.** Payments due and unpaid under this Agreement shall bear interest in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

**13. Relationship of the Parties.** Nothing in this Agreement shall be deemed to create any joint venture or partnership between the Parties. Neither the Park District nor the City shall have the power to bind or obligate the other except as to the extent expressly set forth in this Agreement.

**14. No Third-Party Beneficiaries.** Notwithstanding any provision herein to the contrary, this Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a Party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the City and/or the Park District.

**15. No Implied Waiver.** No waiver of any rights which either Party has in the event of any default or breach by the other Party under this Agreement shall be implied from the non-breaching Party's failure to take any action on any such breach or default and no express waiver shall affect any breach or default other than the breach or default specified in the express waiver and then only for the time and to the extent therein stated.

**16. Assignment.** This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party.

**17. Entire Agreement; Modifications.** This Agreement constitutes the entire agreement of the Parties with respect to the matters contained herein, and this Agreement supersedes any and all prior agreements and understandings, whether written or oral, formal or informal. Any modifications to this Agreement must be in writing, signed by both Parties, and dated on or subsequent to the date hereof.

**18. Authority.** The individual officers of the Park District and the City who have executed this Agreement represent and warrant that they have the full power and lawful authority to execute this Agreement and perform and fulfill the obligations and responsibilities contemplated hereunder on behalf of and in the name of their respective governing boards.

**19. Successor.** It is the intention of each Party hereto that this Agreement and each and every provision shall be binding on its successors.

**20. Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, constitute a duplicate original.

**21. Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

**22. Heading.** The various headings used in this Agreement as headings for sections or otherwise are for convenience only and shall not be used in interpreting the text of the section in which they appear.

**[SIGNATURE PAGE FOLLOWS]**



**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement to be executed by a duly authorized officer thereof as of the year and date first written above.

**CITY OF DES PLAINES**

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

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

Its: \_\_\_\_\_

**DES PLAINES PARK DISTRICT**

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

Board President

Attest: \_\_\_\_\_

Board Secretary



CITY MANAGER'S OFFICE

1420 Miner Street  
Des Plaines, IL 60016  
P: 847.391.5488  
desplaines.org

MEMORANDUM

**Date:** September 23, 2021

**To:** Mayor Goczowski and Aldermen of the City Council

**From:** Michael G. Bartholomew, City Manager *MB*

**Subject:** Appointment of Public Member to the Joint Emergency Telephone Systems Board (JETS B)

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**Issue:** The City of Des Plaines needs to appoint a Public Member to the Joint Emergency Telephone Systems Board (JETS B) pursuant to the Illinois Emergency Telephone System Act, 50 ILCS 750/0.01.

**Analysis:** At the September 7, 2021 City Council Meeting, City Council approved a second amendment to the amended and restated intergovernmental agreement establishing a Joint Emergency Telephone Systems Board (JETS B) in order to meet the standards set forth by the Illinois Emergency Telephone Systems Act, 50 ILCS 750/0.1 to appoint a Public Member to the Board via Resolution R-139-21.

**Recommendation:** Based on the above analysis, I recommend that the City Council, at its regularly scheduled meeting on October 4, 2021, accept the appointment of Alderman Sean Oskerka as Public Member to the JETS Board (JETS B) as he also serves in the capacity of Chairman to the Public Safety Committee for the City of Des Plaines.



OFFICE OF THE MAYOR

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

MEMORANDUM

Date: August 24, 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:

At 7 LLC dba At 7 Bar and Grill  
1472 Market Street  
Class AB-1 – Tavern seats 251-500 and Retail Bulk Sales  
(on-site and off-site consumption)  
- New Increase from 0 to 1

The complete application packet is on file in the Community and Economic Development Department. The required posting will be completed September 20, 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, September 20, 2021.

A blue ink signature of Andrew Goczkowski, consisting of stylized cursive letters.

Andrew Goczkowski  
Mayor  
Local Liquor Commissioner

Attachments: Ordinance M-12-21  
Application Packet

**CITY OF DES PLAINES**

**ORDINANCE M - 12 - 21**

**AN ORDINANCE AMENDING THE CITY CODE TO ADD  
ONE CLASS “AB-1” LIQUOR LICENSE.**

**WHEREAS**, At 7, LLC dba At 7 Bar and Grill ("***Applicant***") applied to the Department of Community and Economic Development for a Class AB-1 liquor license for the premises commonly known as 1472 Market 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 AB-1 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 AB-1 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 AB-1 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:				
	Class	Number	Term	Initial Fee	Annual Fee
	Class AB-1	0-1	Annual	\$8,470.00	\$4,235.00
	*	*	*		

**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 AB-1 Liquor License for At 7 LLC dba At 7 Bar and Grill



RECEIVED

AUG 13 2021

BUILDING DEPT.

RECEIVED

AUG 24 2021

Amended Prod.  
BUILDING DEPT.

LOCAL GOVERNMENT COMMISSIONER

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

## APPLICATION FOR A LIQUOR LICENSE

## BUSINESS INFORMATION

Name: AT 7 LLC DBA AT 7 BAR & GRILL  
Address: 1472 MARKET STREET Zip: 60016  
Mailing Address: SAME AS ABOVE Dept: \_\_\_\_\_  
City: DES PLAINES St: \_\_\_\_\_ Zip: \_\_\_\_\_  
Email: RONKAMMO@GMAIL.COM Phone#: (630) 675 9033  
Day/Hours of Operations: Monday: 11AM-1AM Tuesday: 11AM-1AM Wednesday: 11AM-1AM  
Thursday: 11AM-1AM Friday: 11AM-2AM Saturday: 11AM-2AM Sunday: 10:30 AM-1AM

## CLASSIFICATION

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

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

Title: PRESIDENT % of Stock: 80  
Name: RON KAMMO  
Title: V. PRESIDENT % of Stock: 10%  
Name: IVA CRIVAK

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 #

TITLE: V. PRESIDENT% OF STOCK 10%NAME: ANDY MAYA

### 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:

T METRO SQUARE IL, LLC 16600 DALLAS PARKWAY, SUITE 300  
DALLAS, TX 75248

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:

A BAR & GRILL 3801 N WANNHEIM RD SCHULER PARK 60176 / 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.

AK 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.

AK 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.

AK INITIALS

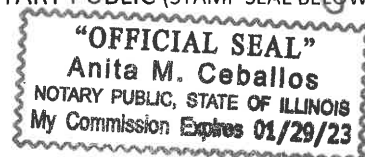
[Signature]  
Signature of Owner LDL K50072052317

RAED HAMMO  
Print Name

SUBSCRIBED and SWORN to before me this

13 day of August, 2021

[Signature]  
NOTARY PUBLIC (STAMP SEAL BELOW)



Form **LLC-5.5**

**Illinois  
Limited Liability Company Act  
Articles of Organization**

**FILE # 10343674**

**Secretary of State Jesse White**  
Department of Business Services  
Limited Liability Division  
www.cyberdriveillinois.com

**Filing Fee: \$150**

**Approved By: DRM**

**FILED**

**MAY 11 2021**

**Jesse White  
Secretary of State**

1. Limited Liability Company Name: AT 7 LLC

2. Address of Principal Place of Business where records of the company will be kept:  
3801 MANNHEIM ROAD

SCHILLER PARK, IL 60176

3. The Limited Liability Company has one or more members on the filing date.

4. Registered Agent's Name and Registered Office Address:

RAED KAMMO  
3801 MANNHEIM RD  
SCHILLER PARK, IL 60176-2012

5. Purpose for which the Limited Liability Company is organized:

"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

6. The LLC is to have perpetual existence.

7. Name and business addresses of all the managers and any member having the authority of manager:

KAMMO, RAED  
3801 MANNHEIM ROAD  
SCHILLER PARK, IL 60176

**8. Name and Address of Organizer**

I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: MAY 11, 2021

ALLISON L. NAYLOR, ESQ.  
1016 W. JACKSON BLVD, STE. 509  
CHICAGO, IL 60607

This document was generated electronically at www.cyberdriveillinois.com



**Illinois**  
**Limited Liability Company Act**  
Application to Adopt an Assumed Name

FILE # 10343674

Secretary of State Jesse White  
Department of Business Services  
Limited Liability Division  
Room 351 Howlett Building  
501 S. Second St.  
Springfield, IL 62756  
www.cyberdriveillinois.com

Filing Fee: 120.00

Approved: AKM

FILED

Jun 01, 2021

Jesse White  
Secretary of State

1. Limited Liability Company Name: AT 7 LLC
2. State under the laws of which the company is organized: IL
3. The Limited Liability Company intends to adopt and transact business under the assumed name of:  
AT 7 BAR AND GRILL

The right to use the assumed name shall be effective from the date this application is filed by the Secretary of State until 05/01/2025, the first day of the company's anniversary month in the next year, which is evenly divisible by five.

4. The undersigned affirms, under penalties of perjury, having authority to sign hereto, that this Application to Adopt, Change, Cancel or Renew an Assumed Name is to the best of my knowledge and belief, true, correct and complete.

Dated Jun 01, 2021.  
Month & Day Year

KAMMO, RAED

Name

MANAGER

Title

If applicant is a company or other entity, state name of company.



AT7LLCD-01

KMOLLOV

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/13/2021

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> TASK Insurance, LLC 1821 Walden Office Square Suite 350 Schaumburg, IL 60173	<b>CONTACT NAME:</b>	<b>FAX (A/C, No):</b> (847) 430-5307
	<b>PHONE (A/C, No, Ext):</b> (847) 440-2320	
<b>INSURED</b>  At 7 LLC dba At 7 Bar & Grill 1472 Market Street Suite A-103 Des Plaines, IL 60016	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Society Insurance	<b>NAIC #</b>
	<b>INSURER B:</b> Employers Insurance Company	21458
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		BP21023848	9/1/2021	9/1/2022	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 \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CA21023849	9/1/2021	9/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 5,000		UM21023851	9/1/2021	9/1/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	EIG4813069-00	9/1/2021	9/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>Liquor Liability</b>		BP21023848	9/1/2021	9/1/2022	Aggregate 1,000,000

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

Consumption on Premises - Dram Shop

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Local Liquor Commissioner 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 

**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

AT 7 LLC

DBA: AT 7 BAR & GRILL

1472 MARKET ST FRNT  
DES PLAINES IL 60016-4626

Loc. Code: 016-0015-1-001

Des Plaines  
Cook County

Expiration Date:  
9/1/2022

**Certificate of Registration**

Sales and use taxes and fees

(4413-3065)

ILLINOIS REVENUE

Director

OFFICIAL DOCUMENT

Issued Date: 09/01/2021



COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: September 8, 2021

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

From: John Carlisle, AICP, Economic Development Manager *JC*  
Jonathan Stytz, Planner *JS*

Subject: Consideration of Conditional Use for a Convenience Mart Fueling Station Use at 10 W. Golf Road, Case 21-028-CU (4<sup>th</sup> Ward)

**Issue:** The petitioner is requesting a Conditional Use under Section 12-7-3(K) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a Convenience Mart Fueling Center Use in the C-3 zoning district.

**Address:** 10 W. Golf Road

**Petitioner:** Faris Samawi, 10 W. Golf Road, Des Plaines, IL 60016

**Owner:** Shawket Samawi, 12118 Somerset Road, Orland Park, IL 60467

**Case Number:** 21-030-CU

**Real Estate Index #:** 08-13-202-007-0000

**Ward:** #4, Alderman Artur Zadrozny

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

**Existing Land Use:** Fueling Station

**Surrounding Zoning:** North: R-1, Single Family Residential District  
South: C-3, General Commercial District  
East: C-3, General Commercial District  
West: C-3, General Commercial District

**Surrounding Land Use:** North: Single Family Residence  
South: Pharmacy (Commercial)  
East: Grocery Store (Commercial)  
West: Restaurant (Commercial)

**Street Classification:** Golf Road is classified as an Other Principal Arterial road and Mount Prospect Road is classified as a Major Collector.

**Comprehensive Plan:** The Comprehensive Plan illustrates this site as Commercial.

**Project Description:** The petitioner, Faris Samawi, has requested a Conditional Use Permit for a Convenience Mart Fueling Station Use at 10 W. Golf Road. The subject property is on the northwest corner of the Golf Road/Mount Prospect Road intersection. The property is located 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 canopies, three accessory sheds behind the building, and off-street surface parking areas on the east and north sides of the property. Access to the subject property is available off Golf Road and Mount Prospect Road, each with two curb-cuts.

The existing one-story, 2,047-square-foot building consists of a small lobby area with counter, a restroom, three repair bays, and two storage areas at the rear. The petitioner wishes to renovate the existing floor plan by removing the three service bays to make room for the convenience mart, adding an employee restroom, and retaining the existing restroom and storage areas, based on the Proposed Floor Plan (Exhibit C). The petitioner proposes to make façade and finishing changes to the south (front) elevation of the building where the existing service bays are located and retain the existing building material and façade finishes, based on the Proposed Elevations (Exhibit D). Staff is recommending a condition that the proposed building materials on the front façade meet the requirements of Section 12-3-11 of the Des Plaines Zoning Ordinance. The petitioner's proposal also includes various site improvements including the removal of the three sheds, new rear pavement area, new eight-foot privacy fence, new landscaping buffer along the north property line, refaced pole sign, refurbished landscape area at the southeast corner of the property, and new dumpster enclosure at the northwest corner of the property, based on the Proposed Site Plan (Exhibit B). 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 1,208-square-foot retail area, and the site contains five fuel pumps. 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 for each fuel pump.

A total of 16 off-street parking spaces are required including one handicap accessible parking space. The Proposed Site Plan (Exhibit B) provides 24 parking spaces including one handicap accessible parking space and two spaces per fuel pump, and 13 off-street parking spaces to meet this requirement.

The convenience mart fueling station will be open Monday through Friday from 5 a.m. to 11:59 p.m., Saturday from 7 a.m. to 11:59 pm, and Sunday from 7

a.m. to 10 p.m. The proposed convenience mart is intended to sell items such as cigarettes, lottery, beverages, fountain drinks, snacks, coffee, milk, bread, beer, wine, and similar items. The petitioner will have to obtain or update all necessary local and state licenses necessary to sell alcohol and tobacco. A maximum of five employees will be on site at a given time. Please see the Project Narrative (Exhibit A) for more details.

### **Alignment with the Comprehensive Plan**

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

- **Future Land Use Plan:**
  - This property is designated as 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 resurfacing the existing asphalt areas, the addition of landscaping, and new fence at the rear of the property.
  - The subject property is located along the defined Golf Road and Mount Prospect corridors with single-family residences to the north, and commercial development to the south, east, and west. It contains a single-tenant building located in between established commercial developments along Golf 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 north property line to provide a more pronounced buffer between the building and the single family residences directly to the north. The addition of landscaping in this area is intended to capitalize on available space for screening of the property.
  - The proposal also includes the replacement of the existing fence section along the north property line with an eight-foot solid wood fence to buffer the proposed use from surrounding properties.

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 August 24, 2021. An excerpt from the draft minutes is attached.

**Planning and Zoning Board Review:** The Planning and Zoning Board met on August 24, 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 10 W. Golf Road in the C-3, General Commercial district.



The petitioner and his representatives presented a brief overview of the request to locate a convenience mart in the existing gas station building in place of the existing service bays. They noted that the footprint of the building would not change but that the building's interior would be remodeled to make room for the new convenience mart. They also described some of the proposed site improvements including the removal of the three sheds behind the building, new landscaping area and new eight-foot tall wood privacy fence along the north property line, new fuel pumps, and resurfacing/restriping of the parking areas.

The Planning and Zoning Board (PZB) Members asked about the number of parking spaces available on site; if the petitioner is aware of the six conditions recommended by staff; what their anticipated customer base will be in regard to fuel only customers or fuel and convenience mart customers; if they feel the perimeter parking spaces will likely be utilized and if so by customers or more so the employees; if the proposed convenience mart is in place of the existing service bays; if any remediation was required for the subject property; if they are utilizing the existing underground fuel tanks; if the appropriate agencies approved the fuel pumps and tanks for use; and if any soil testing was done. The petitioner responded that they have perimeter parking along the west and north elevations of the site as well as parking spaces in front of each fuel pump; that he is aware of the six conditions recommended by staff; that a majority of the customer base will be both fuel and convenience mart customers, especially during morning and evening commutes; that he feels the perimeter parking spaces will be utilized more with the addition of the convenience mart but that the fuel pumps spaces will likely be utilized more for the customers purchasing both fuel and convenience mart products; that the proposed convenience mart area will be replacing the existing service bay area of the building; that no remediation was required for the subject property; that they are reusing the existing underground fuel tanks and installed new fuel pumps in March of 2021; that the appropriate agencies approved both the fuel pumps and tanks for use; and that soil testing was not required because they did not dig underground.

Community and Economic Development staff summarized the staff report and recommended six conditions of the Planning and Zoning Board recommended approval of the request. One condition requires the petitioner to install three four-foot long planter boxes in front of the building with perennials. 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. One condition prohibits the repair or storage of vehicles and equipment is permitted on the property at any time.

No members of the public spoke on this petition. The Planning and Zoning Board *recommended* (4-0) that the City Council *approve* the request with the six conditions in the staff report.

**Recommendations:** The PZB recommended (4-0) that the City Council approve the request with conditions. Similarly, staff recommends approval of the requests via Ordinance Z-46-21, which approves a conditional use, subject to the following conditions.

#### **Conditions of Approval:**

1. A minimum of three four-foot-long landscape planter boxes are installed along the front of the building and are populated with perennials.
2. The existing pavement areas are resurfaced and re-striped.
3. Plans for the dumpster enclosure in compliance with Section 12-10-11 of the Des Plaines Zoning Ordinance shall be submitted to staff at time of building permit.
4. A Photometric Plan in compliance with Section 12-12-10 of the Zoning Ordinance shall be submitted to staff at time of building permit.
5. No repair or storage of vehicles and equipment is permitted on the property at any time.

6. Plans submitted at time of building permit may need to be adjusted to meet all code requirements.

**Attachments:**

Attachment 1: Petitioner's Responses to Standards

Attachment 2: Location Map

Attachment 3: Plat of Survey

Attachment 4: Traffic Statement

Attachment 5: Site and Context Photos

Attachment 6: Chairman Szabo Letter from Planning & Zoning Board to the Mayor and City Council

Attachment 7: Draft Excerpt from the August 24, 2021 Planning and Zoning Board Meeting

**Ordinance Z-46-21**

Exhibit A: Project Narrative

Exhibit B: Proposed Site Plan

Exhibit C: Proposed Floor Plan

Exhibit D: Proposed Elevations

Exhibit E: Landscape Plan

Exhibit F: 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;

***RESPONSE: CONVENIENCE MART FUELING STATION IS IN FACT A CONDITIONAL USE IN THE C-3 GENERAL COMMERCIAL DISTRICT.***

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

***RESPONSE: THE PROPOSED CONDITIONAL USE IS IN ACCORDANCE WITH COMMERCIAL LAND USE IDENTIFIED IN THE CITY'S COMPREHENSIVE PLAN.***

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

***RESPONSE: THE CONDITIONAL USE IS REQUIRED TO OBTAIN THE NECESSARY PERMITS IN ORDER TO REVITALIZE THE PROPERTY TO BE HARMONIOUS WITH THE CHARACTER OF THE GENERAL VICINITY.***

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

***RESPONSE: THE PROPOSED CONDITIONAL USE POSES NO HAZARD OR DISTURBANCE TO EXISTING NEIGHBORS.***

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

***RESPONSE: THE PROPOSED CONDITIONAL USE IS SERVICED ADEQUATELY BY ESSENTIAL PUBLIC FACILITIES & SERVICES.***

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;

***RESPONSE: THE PROPOSED CONDITIONAL USE DOES NOT CREATE ANY REQUIREMENT FOR PUBLIC FACILITIES AND SERVICES.***

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

***RESPONSE: THE PROPOSED CONDITIONAL USE WOULD ELIMINATE THE AUTO REPAIR USE THUS FAR REDUCING ANY DETRIMENTAL ACTIVITIES.***

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

***RESPONSE: THE PROPOSED CONDITIONAL USE PROVIDES FULL VEHICULAR ACCESS TO THE SITE WITH NO INTERFERENCE WITH TRAFFIC.***

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

***RESPONSE: THE PROPOSED CONDITIONAL USE HAS NO AFFECT ON ANY FEATURE OF MAJOR IMPORTANCE.***

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

***RESPONSE: THE PROPOSED CONDITIONAL USE COMPLIES WITH ALL REGULATIONS***



0 250 500  
ft

Print Date: 8/17/2021

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.



mail:pa@professionalsassociated.com

CE

COMMONLY KNOWN AS: 10 WEST GOFF ROAD, DES:

MEMORANDUM TO: Faris Samawi  
S&S Marathon Inc.

FROM: Michael A. Werthmann, P.E., PTOE  
Principal

DATE: July 6, 2021

SUBJECT: Traffic Evaluation  
Convenience Store Addition  
Marathon Fuel Center  
Des Plaines, Illinois

This memorandum summarizes the results and findings of a traffic evaluation prepared by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for the proposed addition of a convenience store at an existing Marathon fuel center located in Des Plaines, Illinois. The Marathon fuel center, which currently contains 10 passenger fueling positions, is located in the northwest corner of Golf Road (IL 58) with Mount Prospect Road. Currently the fuel center building contains a three-bay service facility that is not used by the fuel center. **Figure 1** shows an aerial view of the site. As proposed, the existing three-bay service facility will be removed in order to retrofit the existing building to include a convenience store. Access to the fuel center and convenience store is proposed to be provided via the existing two right-turn in/right-turn out access drives on Golf Road and the existing two right-turn in/right-turn out access drives on Mount Prospect Road.

The purpose of this memorandum is to summarize the existing roadway conditions, estimate the additional vehicle trips to be generated by the convenience store, and review the existing access drives.

## Area Roadways

The following provides a description of the physical characteristics of the adjacent roadways including geometry, traffic control, and average daily traffic volumes:

*Golf Road (IL 58)* is an east-west, arterial road that has two lanes in each direction divided by a median. At its signalized intersection with Mount Prospect Road, Golf Road has an exclusive left-turn lane, two through lanes, and an exclusive right-turn lane on the westbound approach and an exclusive left-turn lane, a through lane, and a shared through/right-turn lane on the eastbound approach. Golf Road is under the jurisdiction of the Illinois Department of Transportation (IDOT), has a posted speed limit of 40 mph, and has an Average Annual Daily Traffic (AADT) volume of 28,100 vehicles (IDOT 2019).





Aerial View of Site

Figure 1

*Mount Prospect Road* is a north-south, major collector road that has two lanes in each direction divided by a median south of Golf Road. At its signalized intersection with Golf Road, Mount Prospect Road has an exclusive left-turn lane, two through lanes, and exclusive right-turn lane on both approaches. Mount Prospect Road is under the jurisdiction of the Cook County Department of Transportation and Highways, has a posted speed limit of 40 mph, and has an AADT volume of 16,300 vehicles (IDOT 2018).

## Trip Generation Estimates

As proposed, the fuel center's three-bay service facility will be removed to retrofit the existing building to include a convenience store. With the addition of the convenience store, the fuel center will continue to provide 10 fueling stations and will maintain the same access and circulation system. Therefore, the use of the site will remain the same except that the three-bay service facility will be replaced with a convenience store.

According to the fuel center operator, the purpose for the convenience store is to provide additional amenities for its customers. It is expected that a large portion of the customers using the convenience store will also purchase gas. Therefore, the convenience store is anticipated to generate a limited volume of new trips as a majority of the convenience store traffic will be generated by the existing customers already using the fuel center.

The additional peak hour vehicle trips estimated to be generated by the convenience store was based on a comparison of the following vehicle trip generation rates contained in *Trip Generation Manual*, 10<sup>th</sup> Edition published by the Institute of Transportation Engineers (ITE):

- Gasoline/Service Station (Land-Use Code 944)
- Gasoline/Service Station with Convenience Market (Land-Use Code 945)

**Table 1** shows a comparison of the traffic to be generated by the fuel center with and without the proposed convenience store. From Table 1 it can be seen that the addition of the convenience store is projected to generate a limited volume of additional traffic. Further, it is important to note that surveys conducted by ITE have shown that approximately 60 percent of trips made to fuel centers with and without convenience stores are diverted from the existing traffic on the roadway system. This is particularly true during the weekday morning and evening peak hours when traffic is diverted from the home-to-work and work-to-home trips. As such, the number of new trips to be generated by the convenience store will be further reduced.

## Fuel Center Access Drives

Access to the fuel center and convenience store will continue to be provided via the existing two access drives on Golf Road and the two existing access drives on Mount Prospect Road. Given the barrier medians along both Golf Road and Mount Prospect Road, all four access drives are restricted to right-turn in and right-turn out movements. In addition, each access drive provides one inbound lane and one outbound lane. The four access drives are sufficient to accommodate the limited additional traffic to be generated by the convenience store, particularly given that left-turn movements are restricted at all four access drives.

Table 1  
ESTIMATED GENERATED TRAFFIC VOLUMES

ITE Land-Use Code	Type/Size	Weekday Morning Peak Hour			Weekday Evening Peak Hour		
		In	Out	Total	In	Out	Total
945	Gasoline/Service Station with Convenience Market	64	61	125	71	69	140
944	Gasoline/Service Station	51	52	103	70	70	140
	<b>Difference</b>	<b>13</b>	<b>9</b>	<b>22</b>	<b>1</b>	<b>-1</b>	<b>0</b>

## Conclusion

The addition of the proposed convenience store will have a limited impact on the operation of the existing fuel center and the roadway system given the following:

- The purpose for the convenience store is to provide additional amenities for its customers. It is expected that a large portion of the customers using the convenience store will also purchase gas. Therefore, the convenience store is anticipated to generate a limited volume of new trips as a majority of the convenience store traffic will be generated by the existing customers already using the fuel center.
- The number of new trips generated by the convenience store will further be reduced as a large percentage of the traffic will be diverted from the existing traffic on the roadway system. This is particularly true during the weekday morning and evening peak hours when traffic is diverted from the home-to-work and work-to-home trips.
- Access to the fuel center and convenience store will continue to be provided via the existing two access drives on Golf Road and the two existing access drive on Mount Prospect Road. The four access drives are sufficient to accommodate the limited additional traffic to be generated by the convenience store, particularly given that left-turn movements are restricted at all four access drives.





10 W. Golf Rd – Public Notice



10 W. Golf Rd – Looking Northeast at Front of Site



10 W. Golf Rd – Looking North at East Side Fueling & Parking Area



10 W. Golf Rd – Looking North at West Side Fueling & Parking Area





COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

August 25, 2021

Mayor Goczkowski and Des Plaines City Council  
CITY OF DES PLAINES

**Subject:** Planning and Zoning Board, 10 W. Golf Road, Case #21-030-CU, 4<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 August 24, 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 10 W. Golf Road in the C-3, General Commercial district.

1. The petitioner and his representatives presented a brief overview of the request to locate a convenience mart in the existing gas station building in place of the existing service bays. They noted that the footprint of the building would not change but that the building's interior would be remodeled to make room for the new convenience mart. They also described some of the proposed site improvements including the removal of the three sheds behind the building, new landscaping area and new eight-foot tall wood privacy fence along the north property line, new fuel pumps, and resurfacing/restriping of the parking areas.
2. The Planning and Zoning Board (PZB) Members asked about the number of parking spaces available on site; if the petitioner is aware of the six conditions recommended by staff; what their anticipated customer base will be in regard to fuel only customers or fuel and convenience mart customers; if they feel the perimeter parking spaces will likely be utilized and if so by customers or more so the employees; if the proposed convenience mart is in place of the existing service bays; if any remediation was required for the subject property; if they are utilizing the existing underground fuel tanks; if the appropriate agencies approved the fuel pumps and tanks for use; and if any soil testing was done. The petitioner responded that they have perimeter parking along the west and north elevations of the site as well as parking spaces in front of each fuel pump; that he is aware of the six conditions recommended by staff; that a majority of the customer base will be both fuel and convenience mart customers, especially during morning and evening commutes; that he feels the perimeter parking spaces will be utilized more with the addition of the convenience mart but that the fuel pumps spaces will likely be utilized more for the customers purchasing both fuel and convenience mart products; that the proposed convenience mart area will be replacing the existing service bay area of the building; that no remediation was required for the subject property; that they are reusing the existing underground fuel tanks and installed new fuel pumps in March of 2021; that the appropriate agencies approved both the fuel pumps and tanks for use; and that soil testing was not required because they did not dig underground.
3. Community and Economic Development staff summarized the staff report and recommended six conditions of the Planning and Zoning Board recommended approval of the request. One condition requires the petitioner to install three four-foot long planter boxes in front of the building with perennials. 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. One condition prohibits the repair or storage of vehicles and equipment is permitted on the property at any time.

4. No members of the public spoke on this petition.
5. The Planning and Zoning Board *recommended* (4-0) that the City Council *approve* the request with the six 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, with a long horizontal stroke at the end.

James Szabo,  
Des Plaines Planning and Zoning Board, Chairman

Cc: City Officials/Aldermen

Case 21-032-FPLAT  
Case 21-030-CU  
Case 21-016-V

1418-1424 Wedgewood Ave  
10 W Golf Rd  
1316 Webford Ave

Final Plat of Subdivision  
Conditional Use  
Major Variation

August 24, 2021  
Page 6

**2. Address:** 10 W. Golf Road

**Case Number:** 21-030-CU  
Public Hearing

The petitioner is requesting a Conditional Use from Section 12-7-3(K) of the Des Plaines Zoning Ordinance, as amended, to locate a convenience mart fueling station at 10 W. Golf Road, which is a conditional use in the C-3, General Commercial District, and the approval of any other such variations, waivers, and zoning relief as may be necessary.

**PIN:** 08-13-202-007-0000  
**Petitioner:** Faris Samawi, 10 W. Golf Road, Des Plaines, IL 60016  
**Owner:** Shawket Samawi, 12118 Somerset Road, Orland Park, IL 60467

Chairman Szabo swore in Faris Samawi, Shawket Samawi, and Kal Muhammad. The Petitioners provided an overview of the request; the Petitioners stated that the request is to remove the three service bays and expand the convenience mart.

Chairman Szabo asked if the Board had any questions.

Chairman Szabo inquired about the parking plan. The Petitioner stated that new parking will be installed along the west lot line, while the existing parking will remain on the north side of the property. The Petitioner also stated that new landscape screening along the residential properties and a general site clean-up will also be completed.

Member Catalano asked if the Petitioners read and agreed to the conditions listed in the Staff report. The Petitioners stated that they read and agreed to the conditions.

Member Saletnik inquired about what the Petitioners believe the clientele of the convenience mart may be; people already stopping for gas versus those making the mart a destination. Mr. F. Samawi stated that the majority of those entering the convenience store are already stopping to get cash and go inside to purchase a drink or snack.

Mr. S. Samawi continued that expanding the current mart will mean an increase of inventory and ideally, patrons.

Member Saletnik continued about parking and the clientele, stating that most people will park at the pump and run into the store, versus using the additional parking stalls. The Petitioner agreed with Member Saletnik's statement and stated that the parking was based on zoning requirements.

Member Veremis inquired further about the convenience store. The Petitioners stated that the current store is quite small; and the elimination of the service bays and repair shop will be able to increase the store footprint.

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Member Veremis asked about any remediation that would need to take place on the property. The Petitioners stated that the current location is an operational gas station, no work will be done underground so, no further remediation is needed.

Chairman Szabo asked if anything would be changing regarding the location of the gas pumps. The Petitioner stated nothing would be changing regarding the gas pumps. The gas station recently opened in March 2021, and needed approval of the State Fire Marshall prior to opening, which the location received.

Chairman Szabo also asked about soil testing; soil testing was not needed since no work was completed underground. The gas station has four underground tanks that are sealed, and all appropriate tests are completed in accordance with the State of Illinois EPA and State Fire Marshall guidelines (including leak detection, mechanical tests and weight and measures testing).

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

**Issue:** The petitioner is requesting a Conditional Use under Section 12-7-3(K) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a Convenience Mart Fueling Center Use in the C-3 zoning district.

**Address:** 10 W. Golf Road  
**Owner:** Faris Samawi, 10 W. Golf Road, Des Plaines, IL 60016  
**Petitioner:** Shawket Samawi, 12118 Somerset Road, Orland Park, IL 60467

**Case Number:** 21-030-CU

**Real Estate Index  
Number:** 08-13-202-007-0000

**Ward:** #7, Alderman Patsy Smith

**Existing Zoning:** C-3, General Commercial District  
**Existing Land Use:** Fueling Station

**Surrounding Zoning:** North: R-1, Single Family Residential District  
South: C-3, General Commercial District  
East: C-3, General Commercial District  
West: C-3, General Commercial District

**Surrounding Land Use:** North: Single Family Residence  
South: Pharmacy (Commercial)  
East: Grocery Store (Commercial)  
West: Restaurant (Commercial)

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**Street Classification:** Golf Road is classified as an Other Principal Arterial road and Mount Prospect Road is classified as a Major Collector.

**Comprehensive Plan:** The Comprehensive Plan illustrates this site as Commercial.

**Project Description:** The petitioner, Faris Samawi, has requested a Conditional Use Permit for a Convenience Mart Fueling Station Use at 10 W. Golf Road. The subject property is on the northwest corner of the Golf Road/Mount Prospect Road intersection. The property is located 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 canopies, three accessory sheds behind the building, and off-street surface parking areas on the east and north sides of the property. Access to the subject property is available off Golf Road and Mount Prospect Road, each with two curb-cuts.

The existing one-story, 2,047-square-foot building consists of a small lobby area with counter, a restroom, three repair bays, and two storage areas at the rear. The petitioner wishes to renovate the existing floor plan by removing the three service bays to make room for the convenience mart, adding an employee restroom, and retaining the existing restroom and storage areas, based on the Floor Plan. The petitioner proposes to make façade and finishing changes to the south (front) elevation of the building where the existing service bays are located and retain the existing building material and façade finishes, based on the Elevations. Staff is recommending a condition that the proposed building materials on the front façade meet the requirements of Section 12-3-11 of the Des Plaines Zoning Ordinance. The petitioner's proposal also includes various site improvements including the removal of the three sheds, new rear pavement area, new eight-foot privacy fence, new landscaping buffer along the north property line, refaced pole sign, refurbished landscape area at the southeast corner of the property, and new dumpster enclosure at the northwest corner of the property, based on the Site Plan. 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 1,208-square-foot retail area, and the site contains five fuel pumps. 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 for each fuel pump.

A total of 16 off-street parking spaces are required including one handicap accessible parking space. The Site Plan provides 24 parking spaces including one handicap accessible parking space and two spaces per fuel pump, and 13 off-street parking spaces to meet this requirement.

The convenience mart fueling station will be open Monday through Friday from 5 a.m. to 11:59 p.m., Saturday from 7 a.m. to 11:59 pm, and Sunday from 7 a.m. to 10 p.m. The proposed convenience mart is intended to sell items such as cigarettes, lottery, beverages, foundation drinks, snacks, coffee, milk, bread, beer, wine, and similar items. The petitioner will have to obtain or update all necessary local and state licenses necessary to sell alcohol and tobacco. A maximum of five employees will be on site at a given time. Please see the Project Narrative for more details.

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### **Alignment with the Comprehensive Plan**

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

- **Future Land Use Plan:**

- This property is designated as 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 resurfacing the existing asphalt areas, the addition of landscaping, and new fence at the rear of the property.
- The subject property is located along the defined Golf Road and Mount Prospect corridors with single-family residences to the north, and commercial development to the south, east, and west. It contains a single-tenant building located in between established commercial developments along Golf 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 north property line to provide a more pronounced buffer between the building and the single family residences directly to the north. The addition of landscaping in this area is intended to capitalize on available space for screening of the property.
- The proposal also includes the replacement of the existing fence section along the north property line with an eight-foot solid wood fence to buffer the proposed use from surrounding properties.

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:

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

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*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.

**B. 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 two major corridors 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.

**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:* 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 asphalt parking areas, interior and exterior building remodel, new landscaping, and sign refurbishments, which will be harmonious and appropriate with the neighboring business. 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:* 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.

**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:* The subject property is served adequately by essential public facilities and services since it is currently accessible by both Golf Road and Mount Prospect Road. 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.

**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:* 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 into a new asset for Des Plaines and can help improve the local economy. Please see the petitioner's responses to Standards for Conditional Uses.



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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: 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.

**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: The subject property does not create traffic concerns in the area with the existing access points and configuration pursuant to the Traffic Statement (Attachment 8). 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.

**I. 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.

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

Comment: 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.

**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 10 W. Golf Road. The City Council has final authority on the proposal.

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

1. A minimum of three four-foot-long landscape planter boxes are installed along the front of the building and are populated with perennials.
2. The existing pavement areas are resurfaced and re-stripped.
3. Plans for the dumpster enclosure in compliance with Section 12-10-11 of the Des Plaines Zoning Ordinance shall be submitted to staff at time of building permit.

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4. A Photometric Plan in compliance with Section 12-12-10 of the Zoning Ordinance shall be submitted to staff at time of building permit.
5. No repair or storage of vehicles and equipment is permitted on the property at any time.
6. Plans submitted at time of building permit may need to be adjusted to meet all code requirements.

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

**A motion was made by Board Member Saletnik, seconded by Board Member Catalano, for approval of the request with the conditions in the staff report for a Conditional Use from Section 12-7-3(K) of the Des Plaines Zoning Ordinance, as amended, to locate a convenience mart fueling station at 10 W. Golf Road, which is a conditional use in the C-3, General Commercial District, and the approval of any other such variations, waivers, and zoning relief as may be necessary.**

AYES: Saletnik, Catalano, Veremis, Szabo

NAYES: None

ABSTAIN: None

**\*\*\*MOTION CARRIED UNANIMOUSLY\*\*\***

**CITY OF DES PLAINES**

**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,  
ILLINOIS.**

**WHEREAS**, Faris Samawi ("**Petitioner**") is the lessee of the property commonly known as 10 W. Golf 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 an one-story single-tenant commercial building ("**Building**"); and

**WHEREAS**, the Petitioner desires to locate a Convenience Mart Fueling Station Use on the Subject Property; and

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

**WHEREAS**, Petitioner submitted an application to the City of Des Plaines Department of Community and Economic Development ("**Department**") for a conditional use permit to allow a 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

**WHEREAS**, the Subject Property is owned by Shawket Samawi ("**Owner**"), who has consented to the Petitioner's application; and

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

**WHEREAS**, within 90 days from the date of the Petitioner's application a public hearing was held by the PZB on August 24, 2021 pursuant to notice published in the *Des Plaines Journal* on August 4, 2021; and

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

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

**WHEREAS**, pursuant to Section 12-3-4 of the Zoning Ordinance, the PZB filed a written report with the City Council on August 25, 2021, summarizing the testimony and evidence received by the PZB and stating the Board's recommendation, by a vote of 4-0, to approve the Petitioner's application for the Conditional Use Permit subject to certain terms and conditions; and

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

**WHEREAS**, the City Council has considered the written report of the PZB, the applicable standards for conditional use permits set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated August 17, 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:

THE WEST 150 FEET OF THE EAST 200 FEET MEASURED AT RIGHT ANGLES TO THE EAST LINE THEREOF OF THAT PART LYING NORTHERLY OF A LINE 50 FEET NORTHWESTERLY OF MEASURED AT RIGHT ANGLES, THE CENTER LINE OF GOLF ROAD AND LYING SOUTHERLY OF A LINE 200 FEET NORTHWESTERLY OF MEASURED AT RIGHT ANGLES, THE CENTER LINE OF GOLF ROAD OF LOT 1 IN OWNERS SUBDIVISION IN SECTION 13, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART ACQUIRED FOR ROAD PURPOSES IN CONDEMNATION PROCEEDINGS 67 L 13163 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRIANGULAR PARCEL LYING SOUTHEASTERLY OF A LINE EXTENDING FROM A POINT IN THE EAST LINE OF THE AFORESAID TRACT DISTANT 28 FEET NORTHERLY (MEASURED ALONG SAID TRACT) OF THE SOUTHEAST CORNER THEREOF; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE A DISTANCE OF 43.65

FEET TO A POINT IN THE SOUTH LINE OF SAID TRACT DISTANT 28 FEET WESTERLY (MEASURED ALONG SAID SOUTH LINE OF SAID TRACT) OF THE SOUTHEAST CORNER.

PIN: 08-13-202-007-0000

Commonly known as: 10 W. Golf 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 operation of convenience mart fueling station 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 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 4.C of this Ordinance:

1. That certain "Project Narrative" prepared by Petitioner, consisting of one sheet, and dated May 25, 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 FHS Design + Build, LLC, consisting of one sheet, and dated August 13, 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 FHS Design + Build, LLC, consisting of one sheet, and dated August 13, 2021, attached to and by this reference made a part of, this Ordinance as **Exhibit C**; and
4. That certain "Proposed Elevations" prepared by FHS Design + Build, LLC, consisting of one sheet, and dated August 13, 2021, attached to and by this reference made a part of, this Ordinance as **Exhibit D**; and
5. That certain "Landscape Plan" prepared by FHS Design + Build, LLC, consisting of one sheet, and dated August 13, 2021, attached to and by this reference made a part of, this Ordinance as **Exhibit E**.

C. Additional Conditions. The development, use, and maintenance of the Subject Property shall be subject to and contingent upon the following conditions:

1. A minimum of three four-foot-long landscape planter boxes must be installed along the front of the building and populated with perennials.
2. The existing pavement areas must be resurfaced and re-stripped.
3. Plans for the dumpster enclosure in compliance with Section 12-10-11 of the Des Plaines Zoning Ordinance must be submitted to staff at time of building permit.
4. A Photometric Plan in compliance with Section 12-12-10 of the Zoning Ordinance must be submitted to staff at time of building permit.
5. No repair or storage of vehicles and equipment is permitted on the property at any time.
6. Plans submitted at time of building permit may need to be adjusted to meet all code requirements.

**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 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 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 F**; 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.

**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 10 W. Golf Road for a Convenience Mart Fueling Station Use

Expand the existing convenience store into the 3-bay garage and eliminate the mechanic shop use.

Our hours of operation will be as Follow:

Monday – Friday : From 5:00 AM To 11:59 PM

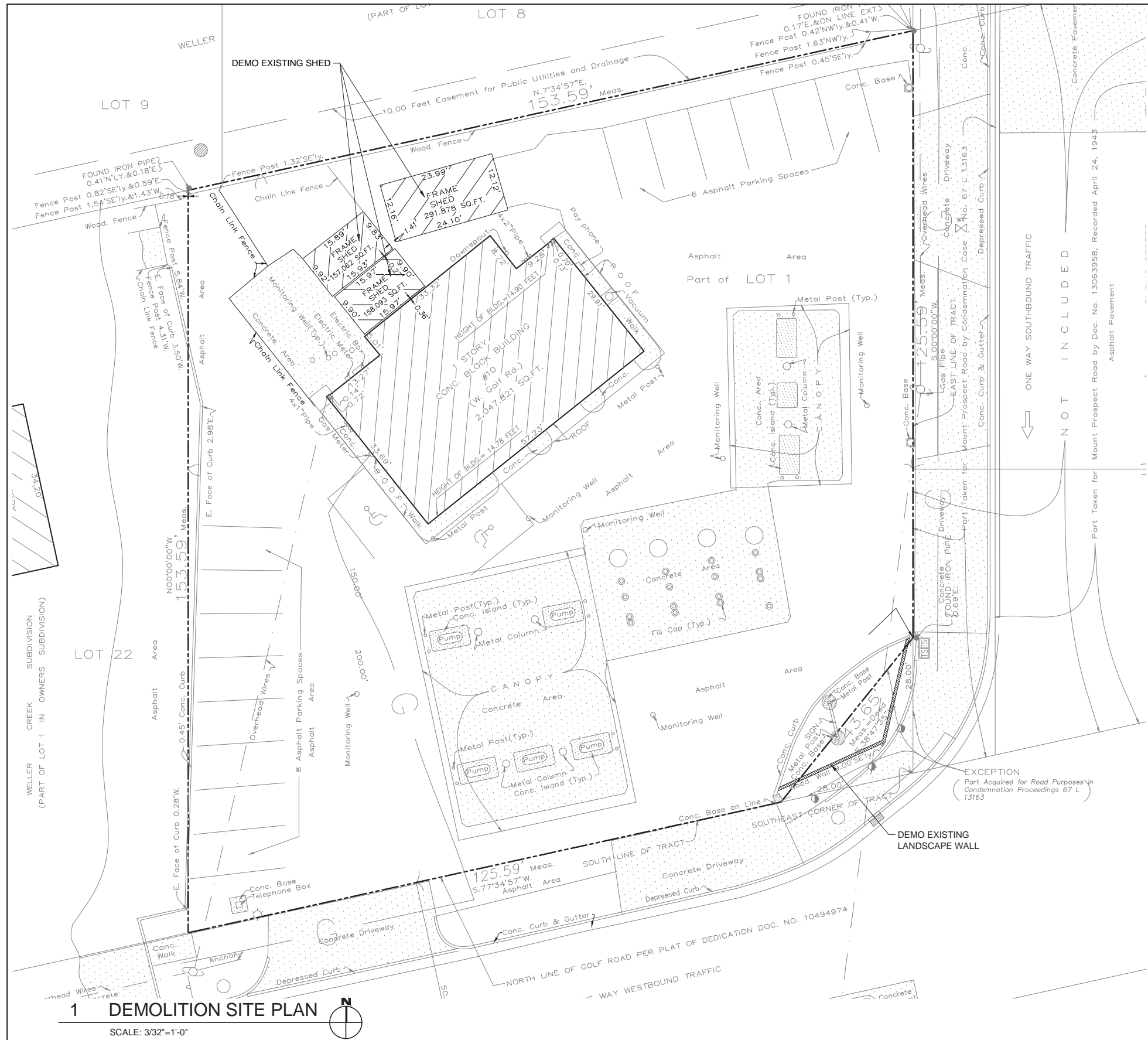
Saturday : From 7:00 AM To 11:59 PM

Sunday. : From 7:00 AM To 10:00 PM

As of now, we have 2 employees that will increase to 5 employees once the new project is done.

Our goal to eliminate the 3-bay shop and expand the existing c-store into a bigger convenience store. The idea is to have a one stop shop, where customers will be able to buy their gas, cigarettes, lottery, beverage, fountain drinks, snacks, coffee, milk, bread, beer, wine, etc, at the same location.

Faris Samawi  
(952)200-1130



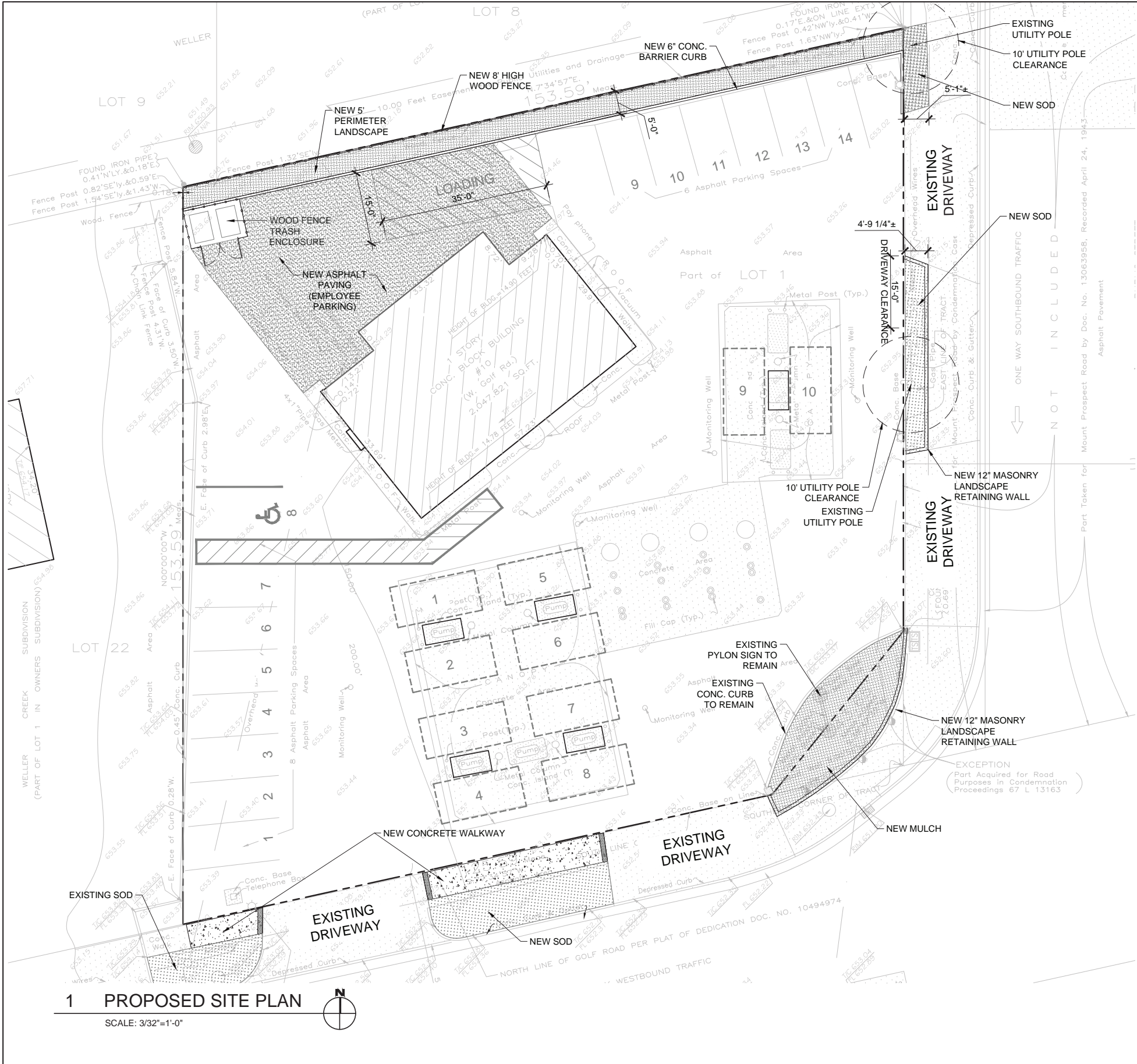
5821 W 117th St.  
Alsip, IL 60803  
ph 312-226-0051  
fx 312-226-0997  
info@fhsgdesignbuild.com

ARCHITECTURE ■ PLANNING ■ CONSTRUCTION

Exhibit B

# DEMOLITION SITE PLAN

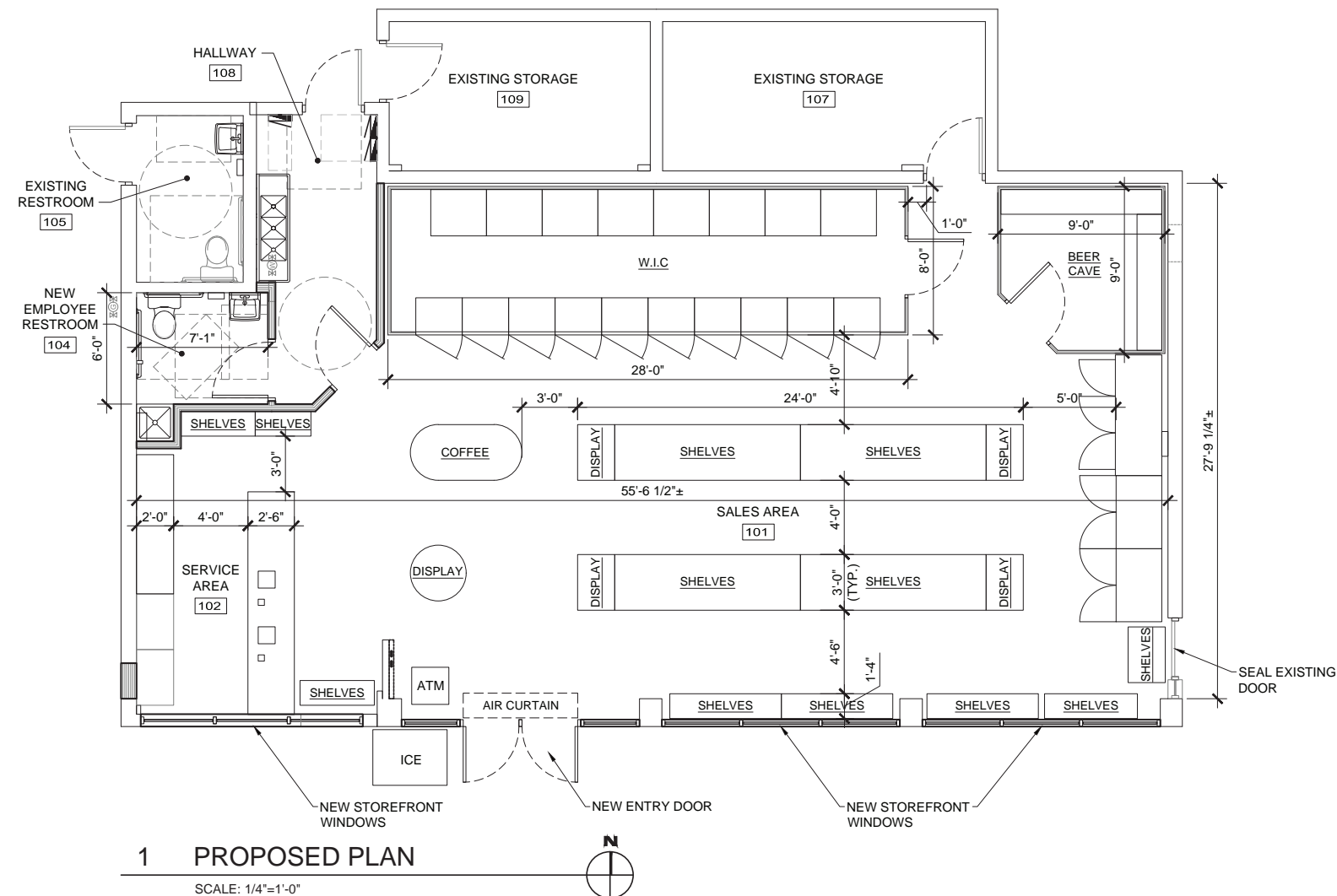
10 W GOLF RD.  
DES PLAINES, IL 60016



ZONING DATA		REQUIRED	ACTUAL
ZONING DISTRICT	---	---	C3 - GENERAL COMMERCIAL
ZONING USE	---	---	-AUTO FILLING STATION (P) -CONVENIENCE RETAIL STORE (P) -CONVENIENCE MART FUELING STATION (C)
LOT SIZE:	---	---	22,655 SF
BUILDING SF:	---	---	2,000 SF±
MAXIMUM HEIGHT:	45'	---	1-STORY / 15'-0"±
F.A.R	---	---	---
PAVEMENT AREA:	---	---	---
LANDSCAPE		35% - NEW CONSTRUCTION	N/A - EXISTING BUILDING
FOUNDATION LANDSCAPE:	5% OF PARKING LOT	---	N/A
INTERIOR LANDSCAPE:	5' - ABUTS RESIDENTIAL	---	5' - ABUTS RESIDENTIAL
PERIMETER LANDSCAPE:	1 PER 100SF LANDSCAPING	---	0
PARKING LOT TREES:			
SETBACK = FRONT:		5'	72' ±
SIDE		5'	55' ±
REAR		25' OR 20% OF LOT DEPTH	26' ±
PARKING			
PARKING SPACE:	2 PER PUMP + 1 PER 200SF ACCESSORY RETAIL (GROSS) 2,000SF	1,400 / 200 = 7 SPACES 5 PUMPS = 10 SPACES	(ACCESSORY RETAIL) 1,400SF 13 + 1 H.C. PARKING (EXISTING) 10 PUMP SPACES
		TOTAL REQUIRED = 17 SPACES	TOTAL PROVIDED = 24 SPACES
PARKING STALL SIZE:		18' L x 8.5' W	18' L x 8.5' W
LOADING ZONE		0-100,000 SF = 1	1
LOADING SIZE		35' L x 15' W	35' L x 15' W
1		WOOD TRASH ENCLOSURE DETAIL	
NTS		SCALE: N.T.S.	
2		REVIEW LETTER REVISIONS	
NTS		08/13/21	
		10 W GOLF RD. DES PLAINES, IL 60016	

# PROPOSED SITE PLAN

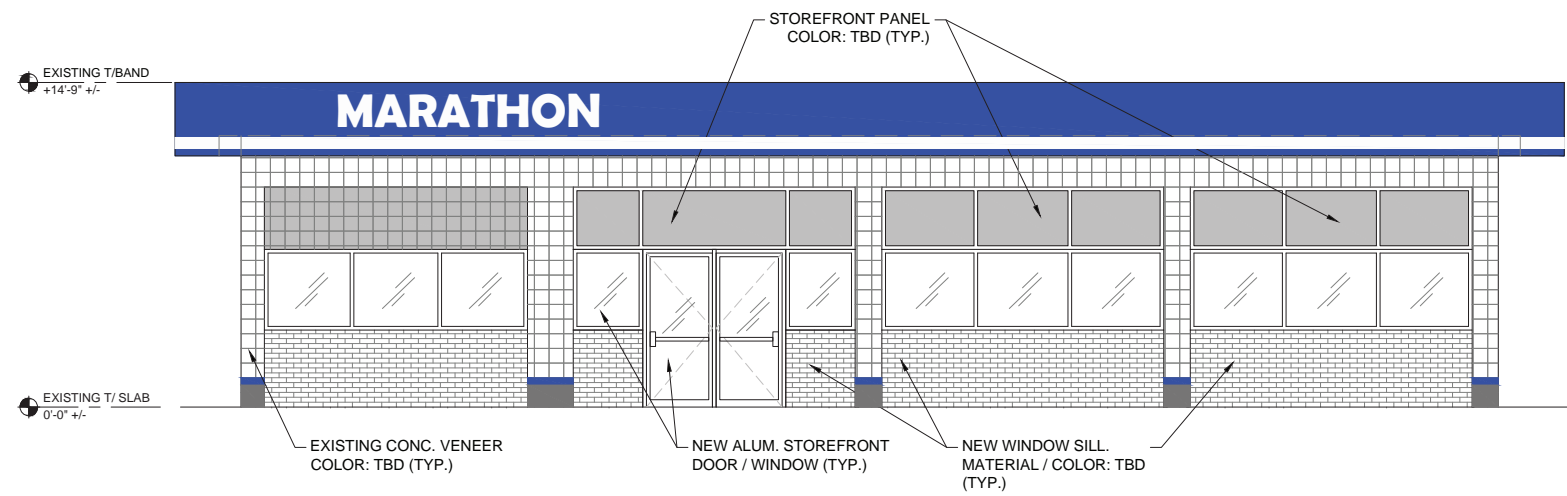




# PROPOSED FLOOR PLAN

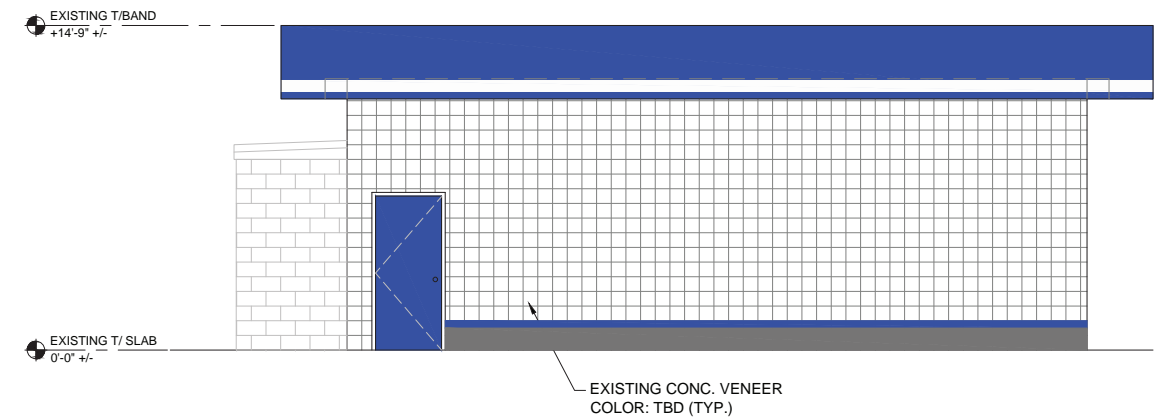
10 W GOLF RD.  
DES PLAINES, IL 60016





1 SOUTH ELEVATION

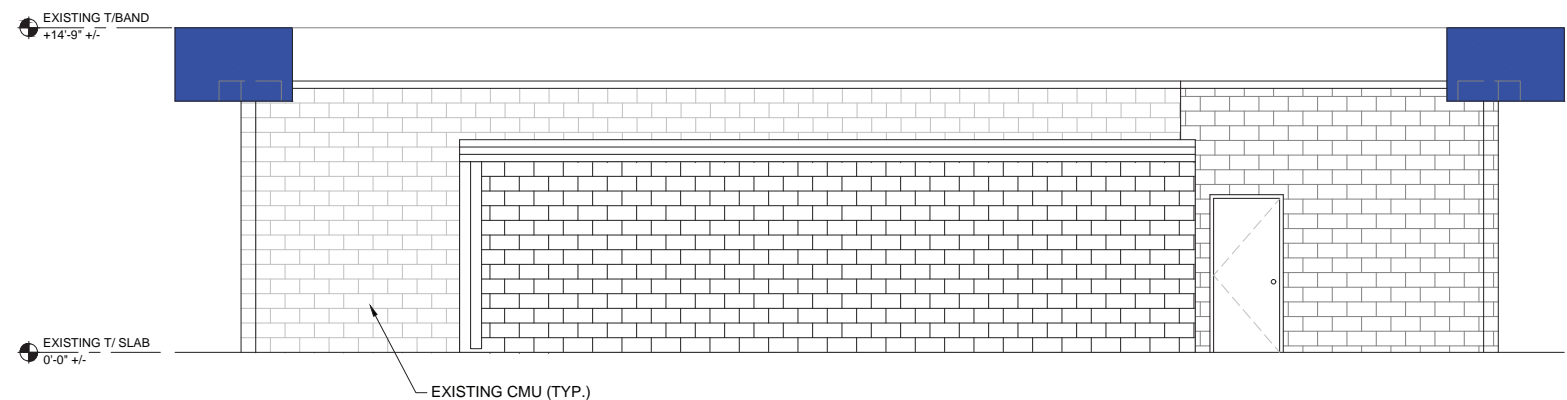
SCALE: 1/4"=1'-0"



2 EAST ELEVATION

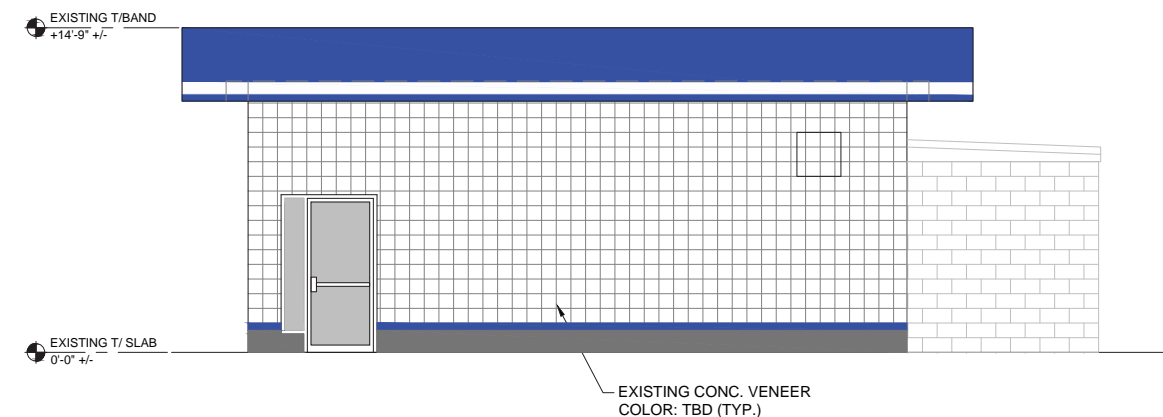
SCALE: 1/4"=1'-0"

SIGNS ARE NOT IN PERMIT, SHOWN ONLY FOR COORDINATION. SIGN CONTRACTOR MUST OBTAIN SIGN PERMIT.



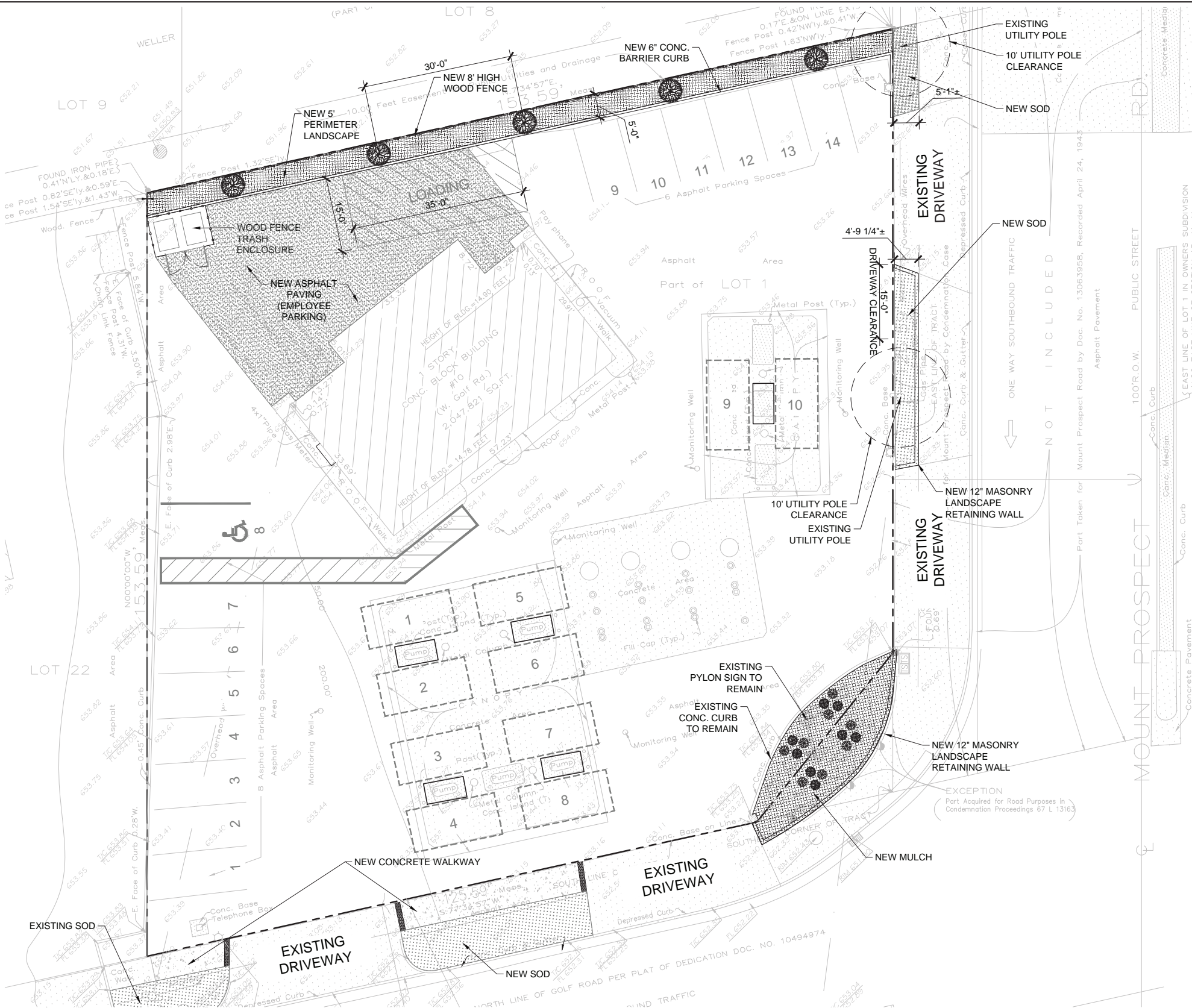
3 NORTH ELEVATION

SCALE: 1/4"=1'-0"









4 WEST ELEVATION

SCALE: 1/4"=1'-0"



LOT AREA :	22,655± S.F.
BUILDING AREA:	2,000± S.F.
PERCENTAGE OF COVERAGE:	8.8%
LANDSCAPE SCREENING / BUFFER:	1,373 S.F.
PAVED AREA (NON-VEHICULAR):	2,500± S.F.
PAVED AREA (VEHICULAR):	18,900± S.F.
REQUIRED INTERNAL LANDSCAPED AREA:	5% OF PARKING LOT SPACE
LANDSCAPED AREA PROVIDED:	N/A
LANDSCAPE REQ.:	
NUMBER OF INTERNAL TREES REQUIRED:	1 PER 100 SF OF YARD
NUMBER OF INTERNAL TREES PROVIDED:	0 TREES
NUMBER OF TREES PROVIDED IN PERIMETER SCREENING AREA:	5
PARKING REQUIRED:	2 SPACE PER PUMP + 1 PER 200 SF
ACCESSORY RETAIL (GROSS) 2,000 SF	
(ACCESSORY RETAIL) 1,400 SF	
1,400 / 200 = 7 SPACES	
5 PUMPS = 10 SPACES	
TOTAL = 17 PARKING SPACES REQ'D	
PARKING PROVIDED:	24 + 1 HANDICAPPED PARKING

LANDSCAPE SCHEDULE		
TREE	QTY	
 PARKWAY TREE (LARGE TREE 40'-60' APART) (MEDIUM 35') (SMALL 25')	0	
 INTERNAL CANOPY TREES 'GREEN GIANT ARBORVITAE' 'THUJA GREEN GIANT' 2 1/2" MIN. CALIPER (TYP.)	5	
 EVERGREEN SHRUBS 36" HIGH 5'-0" OC "BOXWOOD"	8	
 DECIDUOUS SHRUBS 36" HIGH 5'-0" OC "SPIREA"	8	
 BLACK LAVA MULCH	180 SF	
 SOD / SEED	0 SF	

# LANDSCAPE PLAN

1 REVIEW LETTER REVISIONS 08/13/21

10 W GOLF RD.  
DES PLAINES, IL 60016



## **EXHIBIT F**

### **UNCONDITIONAL AGREEMENT AND CONSENT**

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

**WHEREAS**, Faris Samawi ("**Petitioner**") applied to the City of Des Plaines for a conditional use permit to allow a Convenience Mart Fueling Station Use ("**Conditional Use Permit**") on that certain property commonly known as 10 W. Golf Road, Des Plaines, Illinois ("**Subject Property**") pursuant to Section 12-7-3.F.3 and 12-7-3.K of the City of Des Plaines Zoning Ordinance of 1998, as amended; and

**WHEREAS**, the Subject Property is owned by Shawket Samawi ("**Owner**"), who consented to the Petitioner's application; and

**WHEREAS**, Ordinance No. Z-46-21 adopted by the City Council of the City of Des Plaines on \_\_\_\_\_, 2021 ("**Ordinance**"), grants approval of the Conditional Use Permit, subject to certain conditions; and

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

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

1. Petitioner and Owner hereby unconditionally agree to accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. Z-46-21, 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:

**FARIS SAMAWI**

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

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

**SUBSCRIBED** and **SWORN** to  
before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2021.

Its: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

ATTEST:

**SHAWKET SAMAWI**

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

\_\_\_\_\_

**SUBSCRIBED** and **SWORN** to  
before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

**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, SEPTEMBER 20, 2021**

**CALL TO ORDER**

The regular meeting of the City Council of the City of Des Plaines, Illinois, was called to order by Mayor Goczkowski at 7:00 p.m. in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Monday, September 20, 2021.

**ROLL CALL**

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

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

**PRAYER AND PLEDGE**

The prayer and the Pledge of Allegiance to the Flag of the United States of America were offered by City Clerk Mastalski.

**ALDERMEN ANNOUNCEMENTS**

Alderman Zadrozny, Alderman Chester, and Alderman Smith each acknowledged the Fall Fest and thanked the organizers.

**MAYORAL ANNOUNCEMENTS**

Mayor Goczkowski stated the City will be hosting a community garage sale on Friday, September 24, 2021 – Sunday, September 26, 2021.

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 Lysakowski, seconded by Oskerka, to extend the March 16, 2020 Declaration of Civil Emergency until the adjournment of the next regular, special, or emergency meeting of the City Council.

Upon roll call, the vote was:

AYES: 6 - Lysakowski, Moylan, Oskerka,  
Zadrozny, Chester, Smith

NAYS: 0 - None

ABSENT: 2 - Brookman, Ebrahimi

Motion declared carried.

**CONSENT  
AGENDA**

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

Upon voice vote, the vote was:

AYES: 6 - Lysakowski, Moylan, Oskerka,  
Zadrozny, Chester, Smith

NAYS: 0 - None

ABSENT: 2 - Brookman, Ebrahimi

Motion declared carried.

Moved by Chester, seconded by Moylan, to approve the Consent Agenda.

Upon roll call, the vote was:

AYES: 6 - Lysakowski, Moylan, Oskerka,  
Zadrozny, Chester, Smith

NAYS: 0 - None

ABSENT: 2 - Brookman, Ebrahimi

Motion declared carried.

Minutes were approved; Ordinance M-12-21 was approved; Ordinance Z-43-21, M-11-21, Z-44-21, Z-45-21 were adopted; Resolutions R-135-21, R-137-21, R-145-21, R-146-21, R-152-21, R-153-21 were adopted.

**APPROVE AMD  
OF CITY CODE  
/CLASS AB-1/  
AT 7 LLC:  
Consent Agenda**

Moved by Chester, seconded by Moylan to Approve First Reading of 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.

**Ordinance  
M-12-21**

**APPROVE AMD/  
TRANSIT  
SHELTER AGMT/  
IC&SC:  
Consent Agenda**

Moved by Chester, seconded by Moylan to Approve Resolution R-135-21, A RESOLUTION APPROVING AN AMENDED TRANSIT SHELTER AGREEMENT AND CONSENT TO ASSIGNMENT. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-135-21**

**APPROVE TASK  
ORD/ PRO ENGR  
SVCS/TROTTER &  
ASSOCIATES:  
Consent Agenda**

Moved by Chester, seconded by Moylan to Approve Resolution R-145-21, A RESOLUTION APPROVING TASK ORDER NO. 13 UNDER A MASTER CONTRACT WITH TROTTER & ASSOCIATES, INC FOR PROFESSIONAL ENGINEERING SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-145-21**

**APPROVE TASK  
ORD/ SCADA SYS/  
UNDERLICH-**

Moved by Chester, seconded by Moylan to Approve Resolution R-146-21, A RESOLUTION APPROVING TASK ORDER NO 4 UNDER A MASTER CONTRACT WITH UNDERLICH-MALEC ENGINEERING INC FOR THE

**MALEC  
ENGINEERING  
INC:**  
Consent Agenda

PHYSICAL PROPAGATION STUDY OF THE SCADA SYSTEM. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-146-21**

**APPROVE  
AGMT/MAPLE ST  
RSV FILL IMPS/  
JOHN NERI  
CONSTRUCTION  
CO INC:**  
Consent Agenda

Moved by Chester, seconded by Moylan to Approve Resolution R-152-21, A RESOLUTION APPROVING AN AGREEMENT WITH JOHN NERI CONSTRUCTION CO INC FOR THE MAPLE STREET RESERVOIR FILL IMPROVEMENTS. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-152-21**

**AUTH PUR/  
EQUIP FOR  
REFURB OF 10-  
TON DUMP TRK/  
RUSH TRUCK  
CENTERS OF IL:**  
Consent Agenda

Moved by Chester, seconded by Moylan to Approve Resolution R-153-21, A RESOLUTION AUTHORIZING THE PURCHASE OF EQUIPMENT FOR THE REFURBISHMENT OF A 10-TON DUMP TRUCK FROM RUSH TRUCK CENTERS OF ILLINOIS. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-153-21**

**SECOND  
READING/  
ORDINANCE  
Z-43-21:**  
Consent Agenda

Moved by Chester, seconded by Moylan to Approve Ordinance Z-43-21, AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR A TRADE CONTRACTOR USE AT 1773 E OAKTON ST, DES PLAINES, IL. Motion declared carried as approved unanimously under Consent Agenda.

**SECOND  
READING/  
ORDINANCE  
M-11-21:**  
Consent Agenda

Moved by Chester, seconded by Moylan to Approve Ordinance M-11-21, AN ORDINANCE AMENDING TITLE 15 OF THE DES PLAINES CITY CODE REGARDING THE O'HARE CORRIDOR PRIVILEGE TAX AREA. Motion declared carried as approved unanimously under Consent Agenda.

**SECOND  
READING/  
ORDINANCE  
Z-44-21:**  
Consent Agenda

Moved by Chester, seconded by Moylan to Approve Ordinance Z-44-21, AN ORDINANCE APPROVING A MAJOR AMENDMENT TO AN EXISTING PLANNED UNIT DEVELOPMENT, FINAL PLAT OF SUBDIVISION AND MAJOR VARIATIONS FOR 1700 W HIGGINS ROAD, DES PLAINES, IL (CASE #21-005-FPLAT-V-PUD-A). Motion declared carried as approved unanimously under Consent Agenda.

**SECOND  
READING/  
ORDINANCE  
Z-45-21:**

**Consent Agenda**

Moved by Chester, seconded by Moylan to Approve Ordinance Z-45-21, AN ORDINANCE VACATING AN UNIMPROVED PORTION OF WEBSTER AVENUE PUBLIC RIGHT-OF-WAY. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE  
MINUTES**

**Consent Agenda**

Moved by Chester, seconded by Moylan to Approve the Minutes of the City Council meeting of September 7, 2021, as published. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE  
CONTRACT/  
SNOW REMOVAL  
SVCS/DGO  
PREMIUM  
SERVICES CO:**

**Consent Agenda**

Moved by Chester, seconded by Moylan to Approve Resolution R-137-21, A RESOLUTION APPROVING THE FIRST RENEWAL OF A CONTRACT WITH DGO PREMIUM SERVICES CO. FOR SIDEWALK SNOW REMOVAL SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-137-21**

**NEW BUSINESS:**

**FINANCE & ADMINISTRATION** – Alderman Zadrozny, Chair

**WARRANT  
REGISTER**

**Resolution  
R-147-21**

Alderman Zadrozny presented the Warrant Register.

Moved by Zadrozny, seconded by Chester, to approve the Warrant Register of September 20, 2021 in the Amount of \$3,861,862.50 and approve Resolution R-147-21.

Upon roll call, the vote was:

AYES: 6 - Lysakowski, Moylan, Oskerka,  
Zadrozny, Chester, Smith

NAYS: 0 - None

ABSENT: 2 - Brookman, Ebrahimi

Motion declared carried.

Alderman Zadrozny made an announcement stating the City will be holding Special Meetings of the City Council for the purpose of a Budget Hearing. The meetings will be held on October 7, 2021 and October 12, 2021; they are open to the public.

**COMMUNITY DEVELOPMENT** – Alderman Chester, Chair

**CONSIDER  
GRANTING A  
CONDITIONAL  
USE PERMIT FOR  
A CONVENIENCE  
MART FUELING  
STATION USE AT  
10 W GOLF RD**

Community and Economic Development Manager Carlisle reviewed a memorandum dated September 8, 2021.

The petitioner, Faris Samawi, has requested a Conditional Use Permit for a Convenience Mart Fueling Station Use at 10 W. Golf Road. The subject property is on the northwest corner of the Golf Road/Mount Prospect Road intersection. The property is located 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

**Ordinance  
Z-46-21**

with seven fuel pumps and canopies, three accessory sheds behind the building, and off-street surface parking areas on the east and north sides of the property. Access to the subject property is available off Golf Road and Mount Prospect Road, each with two curb-cuts.

The existing one-story, 2,047-square-foot building consists of a small lobby area with counter, a restroom, three repair bays, and two storage areas at the rear. The petitioner wishes to renovate the existing floor plan by removing the three service bays to make room for the convenience mart, adding an employee restroom, and retaining the existing restroom and storage areas, based on the Proposed Floor Plan. The petitioner proposes to make façade and finishing changes to the south (front) elevation of the building where the existing service bays are located and retain the existing building material and façade finishes, based on the Proposed Elevations. Staff is recommending a condition that the proposed building materials on the front façade meet the requirements of Section 12-3-11 of the Des Plaines Zoning Ordinance. The petitioner's proposal also includes various site improvements including the removal of the three sheds, new rear pavement area, new eight-foot privacy fence, new landscaping buffer along the north property line, refaced pole sign, refurbished landscape area at the southeast corner of the property, and new dumpster enclosure at the northwest corner of the property, based on the Proposed Site Plan. 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 1,208-square-foot retail area, and the site contains five fuel pumps. 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 for each fuel pump.

A total of 16 off-street parking spaces are required including one handicap accessible parking space. The Proposed Site Plan provides 24 parking spaces including one handicap accessible parking space and two spaces per fuel pump, and 13 off-street parking spaces to meet this requirement.

The convenience mart fueling station will be open Monday through Friday from 5 a.m. to 11:59 p.m., Saturday from 7 a.m. to 11:59 pm, and Sunday from 7 a.m. to 10 p.m. The proposed convenience mart is intended to sell items such as cigarettes, lottery, beverages, fountain drinks, snacks, coffee, milk, bread, beer, wine, and similar items. The petitioner will have to obtain or update all necessary local and state licenses necessary to sell alcohol and tobacco. A maximum of five employees will be on site at a given time.

The PZB recommended (4-0) that the City Council approve the request with conditions. Similarly, staff recommends approval of the requests via Ordinance Z-46-21, which approves a conditional use, subject to the following conditions. Conditions of Approval:

1. A minimum of three four-foot-long landscape planter boxes are installed along the front of the building and are populated with perennials.
2. The existing pavement areas are resurfaced and re-striped.

3. Plans for the dumpster enclosure in compliance with Section 12-10-11 of the Des Plaines Zoning Ordinance shall be submitted to staff at time of building permit.
4. A Photometric Plan in compliance with Section 12-12-10 of the Zoning Ordinance shall be submitted to staff at time of building permit.
5. No repair or storage of vehicles and equipment is permitted on the property at any time.
6. Plans submitted at time of building permit may need to be adjusted to meet all code requirements.

Moved by Zadrozny, seconded by Chester, to Approve the 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.

Upon voice vote, the vote was:

AYES: 6 - Lysakowski, Moylan, Oskerka,  
Zadrozny, Chester, Smith

NAYS: 0 - None

ABSENT: 2 - Brookman, Ebrahimi

Motion declared carried.

**CONSIDER FINAL**  
**PLAT OF**  
**SUBDIVISION**  
**FOR THE**  
**PROPERTY AT**  
**1418-1424**  
**WEDGEWOOD**  
**AVE TO SPLIT**  
**THE EXISTING**  
**LOT INTO TWO**  
**LOTS OF**  
**RECORD**  
**Resolution**  
**R-148-21**

Community and Economic Development Manager Carlisle reviewed a memorandum dated August 25, 2021.

The petitioner, Daniel Beniek, is requesting a Final Plat of Subdivision for the property located at 1418-1424 Wedgewood Avenue. The subject property is 19,984 square feet (0.46 acres) in size and is comprised of one unimproved lot as shown in the Plat of Survey. A request to subdivide the subject property was approved in 2006 and addresses 1418 and 1424 Wedgewood were assigned. However, the Final Plat of Subdivision was never recorded. Thus, the petitioner obtained approval for a Tentative Plat of Subdivision and standard variation for lot width from the Planning and Zoning Board on June 8, 2021, and is now requesting the Final Plat of Subdivision.

The petitioner is proposing to subdivide the existing vacant lot into two lots of record for future single-family home development. However, this proposal does not include the immediate development of the two proposed lots at this time. Both lots will be 10,000 square feet in size and measure 50 feet in width with a 30-foot front building setback. There are five-foot public utility easements proposed for the sides and ten-foot public utility easements proposed for the front and rear of each lot based on the Final Plat of Subdivision.

The PZB recommended (4-0) that the City Council approve the request without any conditions. Similarly, staff recommends approval of the requests via Resolution R-148-21, which approves a Final Plat of Subdivision.

Moved by Oskerka, seconded by Chester, to approve the Resolution R-148-21, A RESOLUTION APPROVING A FINAL PLAT OF SUBDIVISION FOR THE SKYCREST SUBDIVISION LOCATED AT 1418-1424 WEDGEWOOD AVENUE, DES PLAINES, IL.

Upon voice vote, the vote was:



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

**CONSIDER**  
**SUPPORT OF AND**  
**CONSENTING TO**  
**COOK COUNTY**  
**CLASS 7B**  
**INCENTIVES FOR**  
**1700 HIGGINS RD**  
**Resolutions**  
**R-149-21**  
**R-150-21**

Community and Economic Development Manager Carlisle reviewed a memorandum dated September 9, 2021.

Mariner Higgins Centre, LLC, applied for and received in 2019 City support for the Cook County Class 7b property tax incentive for improvements at 1700 Higgins Road. At the time a freestanding restaurant was proposed to be built alongside an existing office building that would undergo significant renovation. The development proposal has now changed. While office renovations have occurred, the new proposal is for a 207-space, 68,290-square-foot parking garage; two new billboards in the place of the existing ones (Lots 1, 3, and 4 of the subdivision); as well as a new 107-room, five-story, 64,670-square-foot Home2 Suites by Hilton hotel (Lot 2). Therefore, the applicant now seeks new resolutions to support amended 7b incentives. Because Lot 2 is expected to be sold to a separate entity, its supporting resolution and the incentive is separate from Lots 1, 3, and 4.

Similar to the Class 6b incentive, which is designed to spur industrial investment, 7b reduces the assessment level and the property tax bill for qualified commercial properties. Class 7b targets investment in areas deemed to need commercial development, the declaration for which was made for 1700 Higgins through the initially approved 7b support (Resolutions R-146-19, with a blight declaration made by R-145-19). To qualify for a 7b through the County, projects must not be economically feasible without the incentive, and total development costs must exceed \$2 million. A 7b reduces assessment level of 10 percent of fair market value for the first ten years, 15 percent for the eleventh year, and 20 percent for the twelfth year, and as with 6b, it may be renewed. Without this incentive, commercial property would normally be assessed at 25 percent.

As with a 6b, County approval requires the local municipality expressing formal support through a resolution. For 7b incentives, municipalities and applicants commonly enter into incentive agreements, which are exhibits to the supporting resolutions. These agreements set expectations and ensure clear terms for continued support of the incentive while providing remedies to the municipality if development expectations are not met. The agreements also address circumstances when, as is this case here, a portion of a development is proposed to be sold.

The subject properties at 1700 Higgins encompass 5.75 acres. The office building was built in 1986, and aging elevations and other factors led to some long-term tenants leaving. However, the applicant is addressing this not only through building renovation but also through proposed additional investment into the property, which are estimated to be more than \$16 million in hard costs. Approximately \$7.5 million will go toward the hotel.

The application is filed under the County eligibility criteria of substantial rehabilitation and new construction. The City considers the following additional criteria when evaluating requests for 7b support:

- Total construction value of at least \$10 million;
- At least 50 new full-time jobs to be generated; and
- The 7b is not located within an established TIF District (it is not).

Based on the application, these criteria appear to be met, and continued support is tied to them remaining to be met. The applicant provided three property tax-impact scenarios: 1.) as is with no improvements/development, 2.) improvements/development with a 7b, and 3.) improvements/development without a 7b. While No. 3 is substantially greater than No. 2, the applicant asserts No. 3 is not feasible. The difference between them – approximately \$675,000 per year – is the estimated value of the incentives for each of the first 10 years. Regardless, the projected property tax revenue to be generated by the property investment with approved 7b is just less than \$7.3 million over the life of the incentive. Further, the City can expect revenue from hotel room and perhaps parking taxes.

**Annual Tax Impact Scenarios:**

1. Estimated Property Taxes as is: \$525,455
2. Estimated Property Taxes with proposed improvements with a 7b (first 10 years): \$1,133,634
3. Estimated Property Taxes with proposed improvements without a 7b: \$1,808,456

Staff recommends the City Council adopt Resolutions R-149-21 and R-150-21 to support amended Class 7b incentives, and recommends the City enter into the incentive agreements made part of those resolutions.

Moved by Chester, seconded by Zadrozny, to approve the Resolution R-149-21, A RESOLUTION SUPPORTING AND CONSENTING TO MARINER HIGGINS CENTRE, LLC'S REVISED CLASS 7B CLASSIFICATION APPLICATION FOR LOTS 1, 3, AND 4 OF 1700 W HIGGINS ROAD (RETAINED PARCELS).

Upon roll call, the vote was:

AYES: 6 - Lysakowski, Moylan, Oskerka,  
Zadrozny, Chester, Smith

NAYS: 0 - None

ABSENT: 2 - Brookman, Ebrahimi

Motion declared carried.

Moved by Chester, seconded by Moylan, to approve the Resolution R-150-21, A RESOLUTION SUPPORTING AND CONSENTING TO MARINER HIGGINS CENTRE, LLC'S REVISED CLASS 7B CLASSIFICATION APPLICATION FOR LOT 2 OF 1700 W HIGGINS ROAD (HOTEL PARCEL).

Upon roll call, the vote was:

AYES: 6 - Lysakowski, Moylan, Oskerka,  
Zadrozny, Chester, Smith

NAYS: 0 - None

ABSENT: 2 - Brookman, Ebrahimi

Motion declared carried.

**CONSIDER**  
**APPROVING A**  
**BUSINESS**  
**ASSISTANCE**  
**PROGRAM**  
**GRANT FOR**  
**INTERIOR BUILD-**  
**OUT**  
**IMPROVEMENTS**  
**AT 1472 MARKET**  
**ST**  
**Resolution**  
**R-151-21**

Community and Economic Development Manager Carlisle reviewed a memorandum dated September 9, 2021.

Ron Kammo, owner of At 7 Bar & Grill, has filed a business assistance application requesting an Interior Build-Out grant to open a Class A restaurant with liquor license at 1472 Market Street. The applicant is also requesting a waiver to the Interior Build-Out amount to increase the maximum award amount from \$15,000 to \$47,742 due to the amount of investment needed to reactivate the space. The total requested award is less than \$50,000, which is the standard maximum when an applicant asks for awards from multiple grants within the program (e.g. Awning, Façade Improvement). In this case the applicant is requesting funds only from Interior Build-Out. There are not designated, individual allocations toward the specific grant types: Façade, Interior Build-Out, etc. All assistance is awarded from the same Business Assistance Program fund.

The applicant currently owns and operates Q Bar & Grill at 3801 Mannheim Road in Schiller Park. The space they are investing in had been built out to suit the Tap House brand, so modifications are required to establish At 7's similar but slightly different concept. However, functional improvements are also necessary to make the restaurant viable, such as new flooring, bathroom sinks and fixtures, and beverage dispensing equipment. The Interior Build-Out grant is limited to permanent, indoor improvements, but ineligible improvements are noted to reveal the scope of the total investment, which is more than \$130,000. The requested amount is 50 percent of the eligible improvements in the project budget.

Staff recommends that the City Council adopt Resolution R-151-21 to approve the Business Assistance Program application with the requested waiver to exceed the maximum amount allowed under the Interior Build-Out Program.

Moved by Lysakowski, seconded by Chester, to approve the Resolution R-151-21, A RESOLUTION APPROVING A BUSINESS ASSISTANCE PROGRAM GRANT FOR INTERIOR BUILD-OUT IMPROVEMENTS AT 1472 MARKET STREET.

Upon roll call, the vote was:

AYES: 6 - Lysakowski, Moylan, Oskerka,  
Zadrozny, Chester, Smith

NAYS: 0 - None

ABSENT: 2 - Brookman, Ebrahimi

Motion declared carried.

**LEGAL & LICENSING**—Alderman Chester, Acting Chair

**CONSIDER**  
**AMENDING**  
**SECTION 4-4-8 OF**  
**CITY CODE**  
**REGARDING**  
**NOTICE OF**  
**PENDING**

Community and Economic Development Manager Carlisle reviewed a memorandum dated September 9, 2021.

The City categorizes liquor license applications based on multiple different scenarios: a new license is sought at a property where one had not been previously granted, an existing license is sought to transfer ownership, an existing licensee seeks to upgrade or change their existing classification, etc. Liquor license approval requires an ordinance of the City Council and approval of the Mayor, who is the liquor

**LIQUOR LICENSE**  
**APPLICATION**  
**Ordinance**  
**M-13-21**

commissioner. To support public awareness and to provide clear opportunity for comment on an application, there is a public notice posting requirement.

Notices are printed by licensing staff and posted in a visible and conspicuous location – usually a window – at subject properties. The current rules establish a different notice period (14 days) for a change of ownership than for a new license or changed classification (28 days), which means the Council proceeding for a new business that is relying upon a liquor license cannot occur any sooner than 28 days after the posting. The posting is typically done only after a short period of intake review by staff to ensure completeness of an application, which combined with the Council's meeting calendar means often well over a month between when a potential licensee turns in their application until the approving ordinance is on an agenda. Furthermore, local ordinance approval is not the final step for applicants. They must then take the approving ordinance to the state Liquor Control Commission for application and processing. The state issues a license, which the City reviews before officially issuing the local license.

As part of an economic development strategy for Des Plaines to stand out for its business friendliness, while balancing the need to keep neighbors and residents apprised of changes that may affect them and to invite their comment, staff recommends an across-the-board 14-day notice. Fourteen days is likely sufficient to fulfill the noticing requirement intent while trimming business start-up time by at least two weeks and simplifying the language in the noticing portion of the liquor code.

The City's General Counsel advises that public notice for liquor licenses is not a state requirement, and under the City's home rule authority, it may amend the notice period.

Staff recommends the City Council approve Ordinance M-13-21, which amends the City Code to simplify and shorten the Notice of Pending Liquor License period to 14 days for all types of applications.

Moved by Chester, seconded by Moylan, to Approve the Ordinance M-13-21, AN ORDINANCE AMENDING SECTION 4-4-8 OF THE DES PLAINES CITY CODE REGARDING NOTICE OF PENDING LIQUOR LICENSE APPLICATION.

Upon voice vote, the vote was:

AYES: 6 - Lysakowski, Moylan, Oskerka,  
Zadrozny, Chester, Smith

NAYS: 0 - None

ABSENT: 2 - Brookman, Ebrahimi

Motion declared carried.

Advanced to second reading by Chester, seconded by Lysakowski, to Adopt the Ordinance M-13-21, AN ORDINANCE AMENDING SECTION 4-4-8 OF THE DES PLAINES CITY CODE REGARDING NOTICE OF PENDING LIQUOR LICENSE APPLICATION.

Upon roll call, the vote was:

AYES: 6 - Lysakowski, Moylan, Oskerka,  
Zadrozny, Chester, Smith

NAYS: 0 - None

ABSENT: 2 - Brookman, Ebrahimi

Motion declared carried.

**ADJOURNMENT:** Moved by Zadrozny, seconded by Chester to adjourn the meeting. The meeting adjourned at 7:31 p.m.

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Jessica M. Mastalski – City Clerk

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

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

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Andrew Goczkowski, MAYOR



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

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Appointments

Expires

**Library Board of Trustees**

Lisa DuBrock

06/30/2022

**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 black rectangular redaction box covering the signature of Lisa DuBrock.

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

## 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

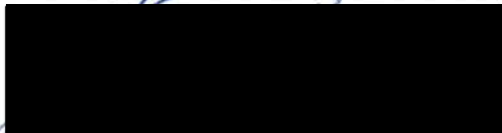
Dear Mayor Goczkowski:

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.

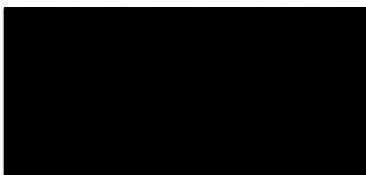
If you need further information and/or would like to arrange for an interview, please contact me at your earliest convenience. Thank you for your consideration.

Sincerely,



Thomas A. Weaver

Attachment: resume



TWLtrToMayorGoczkowski\_20210907.docx

## 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)



FINANCE DEPARTMENT

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

MEMORANDUM

Date: September 22, 2021  
To: Michael G. Bartholomew, City Manager  
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance  
Subject: Resolution R-161-21, October 4, 2021 Warrant Register

**Recommendation:** I recommend that the City Council approve the October 4, 2021 Warrant Register Resolution R-161-21.

Warrant Register.....\$3,357,468.35

**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-161-21**

**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 4, 2021**

# City of Des Plaines

## Warrant Register 10/04/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 100 - General Fund</b>					
<b>Department: 00 - Non Departmental</b>					
1	4160	Real Estate Transfer Tax	3341 Martino, Diane	Refund 09/07/21 Real Estate Transfer Tax Refund 09/07/2021	588.00
2	4160	Real Estate Transfer Tax	5911 Modi, Neel N	Refund 09/07/21 Real Estate Transfer Tax Refund 09/07/2021	470.00
3	4160	Real Estate Transfer Tax	8474 Kolakowski, Richard & Anna	Refund 09/07/21 Real Estate Transfer Tax Refund 09/07/2021	700.00
4	4160	Real Estate Transfer Tax	8475 Scheau, Viorica	Refund 09/07/21 Real Estate Transfer Tax Refund 09/07/2021	740.00
5	4623	Late Fees	8473 Tsui, David	Refund 09/09/21 Refunding Late Fee on False Alarm Charges Paid	25.00
6	4630	Resident Ambulance Fees	5106 United Health Care	DPIL-190028637:1 Medical Reimbursement DOS 07/13/2019	706.91
7	4630	Resident Ambulance Fees	8472 Molina Illinois (Medicare)	DPIL-200008636:1 Medical Reimbursement DOS 03/06/2021	333.57
8	4631	Nonresident Ambulance Fees	8341 UMR Insurance	DPIL-210007354:1 Medical Reimbursement DOS 02/24/2021	1,252.80
<b>Total 00 - Non Departmental</b>					<b>4,816.28</b>

<b>Elected Office</b>					
<b>Division: 110 - Legislative</b>					
9	5310	Membership Dues	2259 Metropolitan Mayors Caucus	2021-016 2020-2021 Membership Dues - Citywide	2,626.38
10	6000	Professional Services	8452 Anderson Legislative Consulting LTD	08-2021 Lobbyist Services August 2021 R-130-21	5,420.00
11	6000	Professional Services	7692 Advantage Government Strategies LLC	2083 Lobbyist Services August 2021 R-183-20	5,000.00
<b>Total 110 - Legislative</b>					<b>13,046.38</b>

<b>Division: 120 - City Clerk</b>					
12	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 091021 Water Delivery 08/19/2021	2.00
<b>Total 120 - City Clerk</b>					<b>2.00</b>

<b>Total 10 - Elected Office</b>					<b>13,048.38</b>
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<b>City Administration</b>					
<b>Division: 210 - City Manager</b>					
13	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 091021 Water Delivery 08/19/2021	63.40
<b>Total 210 - City Manager</b>					<b>63.40</b>

<b>Division: 220 - Legal</b>					
14	6009	Legal Fees - Admin Hearings/Prosecutions	1073 Bartel, Raymond	21-17 Legal Fees - Admin Hearings, Traffic Court Sept 2021	1,035.00
15	6010	Legal Fees - Labor & Employment	1127 Clark Baird Smith LLP	14377 Legal Fees August 2021	2,813.75
<b>Total 220 - Legal</b>					<b>3,848.75</b>

# City of Des Plaines

## Warrant Register 10/04/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Division: 230 - Information Technology</b>					
16	6000	Professional Services	4714 Wilson Consulting	14144 IT Consultant Audit CallOne Billing 08/18-08/20/2021	405.00
17	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 091021 Water Delivery 08/19/2021	47.42
<b>Total 230 - Information Technology</b>					<b>452.42</b>

<b>Division: 240 - Media Services</b>					
18	6108	Public Relations & Communications	1050 Journal & Topics Newspapers	185924 District 59 Graduation Ad 06/16/2021	50.00
19	6108	Public Relations & Communications	7311 MLE Merchandising & Sign Solutions Inc	55034868 Elected Officials Sign and Logo Install for Lobby 08/10/2021	4,750.00
20	6195	Miscellaneous Contractual Services	5826 Granicus Inc	143423 Website Design & Implementation Milestone 3 of 4	7,720.00
21	7000	Office Supplies	1644 Warehouse Direct Inc	5048457-0 3 Self-Stick Easel Pads	88.05
<b>Total 240 - Media Services</b>					<b>12,608.05</b>

<b>Division: 250 - Human Resources</b>					
22	6000	Professional Services	5812 GovHR USA LLC	2-09-21-408 2nd of 3 Payments for Recruitment of CED Director-Sept 2021	5,833.00
23	7000	Office Supplies	1644 Warehouse Direct Inc	5047522-0 6 Ctns of Copy Paper, 1 Dz Pens, Etc.	261.75
24	7000	Office Supplies	1644 Warehouse Direct Inc	5047522-1 1 Set of Binder Indexes	4.77
25	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 091021 Water Delivery 08/19/2021	26.44
<b>Total 250 - Human Resources</b>					<b>6,125.96</b>

<b>Total 20 - City Administration</b>					<b>23,098.58</b>
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<b>Department: 30 - Finance</b>					
26	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 091021 Water Delivery 08/19/2021	68.40
<b>Total 30 - Finance</b>					<b>68.40</b>

<b>Community Development</b>					
<b>Division: 410 - Building &amp; Code Enforcement</b>					
27	6000	Professional Services	7647 Citywide Elevator Inspection Services Inc	DP71245 56 Elevator Inspections - 7/26/21-8/19/21	440.00
28	6025	Administrative Services	7961 BridgePay Network Solutions LLC	8464 Utility Web & Business License Transaction Fee for August 2021	0.10
29	7000	Office Supplies	1644 Warehouse Direct Inc	5047879-0 2 Boxes Copy Paper, Hand Sanitizer, Appointment Book	71.70
30	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 091021 Water Delivery 08/19/2021	110.36
31	7200	Other Supplies	1644 Warehouse Direct Inc	5047879-0 2 Boxes Copy Paper, Hand Sanitizer, Appointment Book	28.72
<b>Total 410 - Building &amp; Code Enforcement</b>					<b>650.88</b>

# City of Des Plaines

## Warrant Register 10/04/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
Division: 420 - Planning & Zoning						
32	7000	Office Supplies	1644 Warehouse Direct Inc	5047879-0	2 Boxes Copy Paper, Hand Sanitizer, Appointment Book	49.31
33	7200	Other Supplies	1644 Warehouse Direct Inc	5047879-0	2 Boxes Copy Paper, Hand Sanitizer, Appointment Book	28.72
Total 420 - Planning & Zoning						78.03

Division: 430 - Economic Development						
34	6000	Professional Services	5215 CoStar Realty Information Inc	114640753-1	September 2021 Available Properties Database	398.79
Total 430 - Economic Development						398.79

<b>Total 40 - Community Development</b>					<b>1,127.70</b>
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Public Works & Engineering						
Division: 100 - Administration						
35	6300	R&M Software	6055 Axiom Human Resource Solutions Inc	0000040261	Kronos User Fees - August 2021	181.50
Total 100 - Administration						181.50

Division: 530 - Street Maintenance						
36	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	80549	0.59 Tons Asphalt & Broken Asphalt Disposal - 07/12/2021	300.00
37	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	85058	5.00 Loads Broken Asphalt Disposal - 09/02/2021	250.00
38	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	10436	Branch Pick Up - 60016 - 09/13/2021, R-169-19	12,579.00
39	6175	Tree Plantings	1153 West Central Municipal Conference	0007169-IN	9 Trees for Downtown Tree Grates - 09/03/2021	2,395.00
40	6175	Tree Plantings	1347 Lurvey Landscape Supply	T1-10410270	Ginkgo Tree - Downtown Grate - 09/08/2021	425.00
41	6195	Miscellaneous Contractual Services	7409 Aquamist Plumbing & Lawn Sprinkling Co Inc	108146	Inspect/Repair 3 Irrigation Systems on NW Hwy - 09/03/2021	990.70
42	6195	Miscellaneous Contractual Services	7409 Aquamist Plumbing & Lawn Sprinkling Co Inc	114323	Irrigation Repairs - Miner St - 9/2/2021	1,295.44
43	6195	Miscellaneous Contractual Services	7409 Aquamist Plumbing & Lawn Sprinkling Co Inc	114513	Irrigation Repairs - Police Station - 09/03/2021	2,019.14
44	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	197379	Summer Annual Display - 06/04/2021, R-3-21	20,202.00
45	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	197476	Supplemental Watering - Downtown Flowers - 06/30/2021, R-3-21	1,600.00
46	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	197479	Green Space Watering - Flowers - 06/30/2021, R-27-21	1,550.00
47	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	203236	Fertilizer/Weed Control Applications - 08/31/2021, R-14-20	4,958.00

# City of Des Plaines

## Warrant Register 10/04/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
48	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	203239	Landscape Maintenance - Downtown - 08/31/2021, R-3-21	2,356.00
49	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	203240	Supplemental Watering - Downtown - 08/31/2021	2,200.00
50	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	203241	Greenspace Watering - 08/31/2021, R-27-21	2,100.00
51	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	203242	Green-Space Mowing - Zones 1-9 - 08/31/2021, R-27-21	15,956.29
52	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	203253	Additional Mowing/Maintenance - 08/31/2021, R-27-21	1,735.00
53	6195	Miscellaneous Contractual Services	2016 Signarama	42421	250 No Parking Signs - Leaf Season - 09/09/2021	785.00
54	6195	Miscellaneous Contractual Services	7706 Lakeshore Recycling Systems LLC	PS393464	Street Sweeping Services - August 2021, R-5-21	16,496.99
55	6195	Miscellaneous Contractual Services	7706 Lakeshore Recycling Systems LLC	PS400402	Street Sweeping Service - Various Locations - 08/31/2021, R-5-21	132.61
56	6305	R&M Equipment	1057 Menard Incorporated	85784	4 Cycle Gas - Sign Post Driver	5.61
57	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	362	Purchase of 1 Rapid Super Chain and 1 Returned	(2.70)
58	7030	Supplies - Tools & Hardware	1043 WW Grainger Inc	9039128310	Annular Cutter & Drill Bits - Downtown Tree Grates	100.90
59	7035	Supplies - Equipment R&M	1057 Menard Incorporated	85847	Hydrant Elbow & Utility Hook	19.96
60	7035	Supplies - Equipment R&M	1520 Russo Power Equipment	SPI10787679	2 Cycle Engine Oil	148.80
61	7050	Supplies - Streetscape	4177 Uline Inc	138040982	Trash Receptacle	696.01
62	7050	Supplies - Streetscape	4177 Uline Inc	138142235	Garbage Receptacle	696.01
63	7050	Supplies - Streetscape	1437 Des Plaines Material & Supply LLC	438872	Wheel Stops & Wheel Stop Pins - Choo Choo Lot	144.09
64	7050	Supplies - Streetscape	1437 Des Plaines Material & Supply LLC	438886	Wheel Stops - Choo Choo Lot	220.45
65	7050	Supplies - Streetscape	1437 Des Plaines Material & Supply LLC	438887	Wheel Stop Pins - Choo Choo Lot	19.70
66	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10410453	3.00 Cu Yds Top Soil - Parkway Restorations - 09/09/2021	88.95
67	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10410526	3.0 Cu Yds Top Soil - Parkway Repairs - 09/09/2021	88.95
68	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10411082	5 Rolls Sod - Parkway Joseph Cul De Sac - 09/13/2021	15.25
69	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10411132	1 Roll Sod - Parkway Joseph Cul De Sac - 09/13/2021	3.05
70	7055	Supplies - Street R&M	3415 Castek Inc	1001759	Bondade Asphalt Bonder	422.00
71	7055	Supplies - Street R&M	1086 Arrow Road Construction Company	27416	1.74 Tons Asphalt - 06/02/2021	243.60

# City of Des Plaines

## Warrant Register 10/04/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
72	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	80549	0.59 Tons Asphalt & Broken Asphalt Disposal - 07/12/2021	24.78
73	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	80848	3.13 Tons Asphalt - Main Break Repair - 07/15/2021, R-38-21	131.46
74	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	81169	2.12 Tons Asphalt - Potholes - 07/20/2021, R-38-21	89.04
75	7055	Supplies - Street R&M	1057 Menard Incorporated	82613	Graffiti Removal Supplies	19.03
76	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	84121	7.16 Tons Asphalt - Pavement Repair - 08/23/2021, R-38-21	300.72
77	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	84945	2.02 Tons Asphalt - Potholes/Sewer Repairs - 09/01/2021, R-38-21	84.84
78	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	85535	2.59 Tons Asphalt - Repairs - 09/09/2021, R-38-21	108.78
79	7200	Other Supplies	1057 Menard Incorporated	85530	10 Table Runners - Electronics Garage	28.70
80	8015	Equipment	1076 Sam's Club Direct	1011	Tool Box	449.98
Total 530 - Street Maintenance						94,474.13

<b>Division: 535 - Facilities &amp; Grounds Maintenance</b>						
81	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	09-4211	Exterior Pest Control - City Hall & Police Station - 09/01/2021	80.00
82	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	09-4212	Interior Pest Control - City Hall & Police Station - 09/01/2021	193.00
83	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	09-4213	Interior Pest Control - 7 Buildings - 09/01/2021	605.00
84	6195	Miscellaneous Contractual Services	7521 United Rentals (North America) Inc	197887561-002	United Guard Maint Contract for Scissor Lift- 9/10/2021-9/9/2022	1,292.34
85	6195	Miscellaneous Contractual Services	1742 Fredriksen Fire Equipment Co	210786	Fire Extinguisher Inspection - Fire Station #61 - 09/03/2021	981.04
86	6195	Miscellaneous Contractual Services	1742 Fredriksen Fire Equipment Co	210787	Annual Fire Extinguisher Maintenance - 09/03/2021	333.19
87	6195	Miscellaneous Contractual Services	1742 Fredriksen Fire Equipment Co	210788	Fire Extinguisher Maintenance - Fire Station #63 - 09/03/2021	470.78
88	6195	Miscellaneous Contractual Services	1742 Fredriksen Fire Equipment Co	210789	Fire Extinguisher Maintenance - Fire Station #62 - 09/03/2021	130.70
89	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4094668289	Mat Service - Metra Train Station - 09/01/2021	35.00
90	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4095179251	Mat Service - Police Station - 09/08/2021	122.24
91	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4095179348	Mat Service - Metra Train Station - 09/08/2021	35.00

# City of Des Plaines

## Warrant Register 10/04/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
92	6195	Miscellaneous Contractual Services	5214 State Industrial Products	902132609	Drain Maintenance Program 09/08/2021- City Hall & Police Station	109.27
93	6195	Miscellaneous Contractual Services	4583 Argon Electric Company, Inc	9470	Electrical Troubleshooting - Fire Station #62 - 09/01/2021	2,398.00
94	6195	Miscellaneous Contractual Services	5635 Weber Group Management Inc	WG21-306	Asbestos Removal - 1319 Oakton St - 09/08/2021	3,700.00
95	6315	R&M Buildings & Structures	1025 Bedco Inc	097348	Belt Replacement - Maple St - 08/26/2021, R-167-19	316.50
96	6315	R&M Buildings & Structures	1025 Bedco Inc	097358	AC Repair - Maple St - 09/08/2021, R-167-19	362.85
97	6315	R&M Buildings & Structures	1025 Bedco Inc	097359	Change Filter & Inspection - PW Gun Range - 09/10/2021, R-167-19	380.75
98	6315	R&M Buildings & Structures	1025 Bedco Inc	097363	Service Contract - Sept 2021, R-167-19	1,255.00
99	6315	R&M Buildings & Structures	5698 Doors Done Right Inc	11661-3	Door Installation - PW - 09/10/2021	1,200.00
100	6315	R&M Buildings & Structures	1237 Pro-Line Door Systems Inc	91070	Garage Door Service Call - Fire Station #61 - 09/03/2021	711.80
101	6315	R&M Buildings & Structures	1237 Pro-Line Door Systems Inc	91088	Emergency Overhead Door Repairs - Fire Station #62 - 09/07/2021	3,327.80
102	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-46567-W8H8	Monthly Maintenance for September 2021	212.08
103	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-46567-W8H8	Monthly Maintenance for September 2021	424.16
104	7025	Supplies - Custodial	1029 Cintas Corporation	4094668311	Cleaners, Paper Towels, Air Freshener, Soap, Mats, Etc. - PW	114.71
105	7025	Supplies - Custodial	1029 Cintas Corporation	4095179462	Scraper, Cleaners, Paper Towels, Air Freshener, Mats, Etc. - PW	135.91
106	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	85471	PPE Gloves & Caulk Gun - PW 5450	25.36
107	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1073731	3 Door Hinges - City Hall Men's Bathroom	17.55
108	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	1177	Wax Ring & Bolts - Fire Station #62	10.78
109	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	1189	Power Strip - PW Garage	33.29
110	7045	Supplies - Building R&M	1057 Menard Incorporated	84150	Gutters - Food Pantry	168.89
111	7045	Supplies - Building R&M	1057 Menard Incorporated	84157	Return Gutter Parts from Food Pantry	(168.89)
112	7045	Supplies - Building R&M	1057 Menard Incorporated	84647	Gutter Materials for Food Pantry	240.77
113	7045	Supplies - Building R&M	1057 Menard Incorporated	84765	Felt Strips - City Hall Finance	7.87



# City of Des Plaines

## Warrant Register 10/04/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
114	7045	Supplies - Building R&M	1057 Menard Incorporated	84781	Felt Strips - City Hall Finance	7.77
115	7045	Supplies - Building R&M	1057 Menard Incorporated	84928	4 Wax Bowl Rings - Fire Station #62	5.96
116	7045	Supplies - Building R&M	1057 Menard Incorporated	85854	Drill Bit, Wall Plate, & Hand Sanitizer - City Hall	66.58
117	7045	Supplies - Building R&M	1057 Menard Incorporated	85855	Outlet Cover - City Hall	1.59
118	7045	Supplies - Building R&M	1057 Menard Incorporated	85889	Gas Pipe, Teflon Tape, & Thread Compound	11.51
119	7045	Supplies - Building R&M	5214 State Industrial Products	902129998	Primezyme - City Hall	269.85
120	7045	Supplies - Building R&M	1043 WW Grainger Inc	9043931972	Exhaust Fan - Fire Station #61	973.19
121	7045	Supplies - Building R&M	1043 WW Grainger Inc	9044121516	Exhaust Fan - Fire Station #61	1,051.03
122	7045	Supplies - Building R&M	1043 WW Grainger Inc	9046344447	Return Exhaust Fan - Fire Station #62	(932.03)
123	7200	Other Supplies	1057 Menard Incorporated	85488	2 Cases Bottled Water - City Hall	5.12
Total 535 - Facilities & Grounds Maintenance						20,723.31

<b>Division: 540 - Vehicle Maintenance</b>						
124	5325	Training	8443 Buckeye Power Sales Co Inc	PS71647	Generator Purchase - 08/26/2021	950.00
125	6135	Rentals	1029 Cintas Corporation	4094646805	Mechanic's Uniform Rental - 09/01/2021	176.48
126	6135	Rentals	1029 Cintas Corporation	4095326256	Mechanic's Uniform Rental - 09/09/2021	183.59
127	6305	R&M Equipment	1346 Lorchem Technologies Inc	74561	Maintenance - PW 5PW1 - 08/27/2021	339.43
128	6310	R&M Vehicles	1638 Suburban Transmission of Northern IL Inc	21484	Transmission Rebuild - Police 6034 - 09/07/2021	2,600.00
129	6310	R&M Vehicles	8104 MacQueen Emergency Group	W01306	CAN Wiring Service Call - Fire 7801 - 08/25/2021	622.51
130	7030	Supplies - Tools & Hardware	1043 WW Grainger Inc	9013941738	3 Saw-Zall Blades	129.78
131	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	202303	Part Return - PW 5027	(18.19)
132	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	803842	1 Air Filter - FD 7303	19.06
133	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	806790	2 Batteries - PW 5027	243.36
134	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W93473	Control Switch - PW 5027	59.59
135	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W93501	Control Switch - PW 5027	71.32
136	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W93556	Returned Switch - PW 5027	(67.04)
137	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W93633	ACS Cylinder - PW 5027	824.53

# City of Des Plaines

## Warrant Register 10/04/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
138	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_201980	Brakes, Exhaust, & Steering Parts - Fire 7522	2,590.03
139	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_205526	Brake Chamber, Disc Pads, & Clamps - Fire 7801	339.71
140	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_205627	Push/Pull Brake Knobs - PW Stock	36.00
141	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_205696	Brake Hardware Kit - Fire 7522	65.10
142	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_206906	7 Clamps - Fire 7522	47.60
143	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0224349	Brake Pads & Rotors - PW 5103	416.98
144	7040	Supplies - Vehicle R&M	1018 Anderson Lock Company LTD	1072835	2 Special Cut Keys - Police 6909	12.28
145	7040	Supplies - Vehicle R&M	8244 Des Plaines Ace Hardware	1195	Fasteners - Fire 7602	11.15
146	7040	Supplies - Vehicle R&M	1148 WS Darley & Co	17443522	Bracket & Straps - Fire 7708	871.83
147	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1CR0037388	Brake Rotor Returned - Police Stock	(73.09)
148	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1254641	Linkage Clip - Fire 7801	6.29
149	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	510983P	Door Side Molding - Police Stock	390.72
150	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	511067P	Inner Door Latch - Police 6098	271.64
151	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	802855	1 Belt - FD 7706	27.37
152	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	803366	Filters, Lights, Trailer Break-Away - PW Stock	241.39
153	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	803967	Belts & Filters - FD 7522	65.56
154	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	804767	Trans Filter Kit - Fire 7522	106.14
155	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	805771	3 Washers	5.76
156	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	805772	2 Radiator Caps - Fire 7707	10.78
157	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	805853	Belt & Tensioner - Police 6087	88.04
158	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	805865	Alternator, Tensioner, & Pulley - Police 6042	253.69
159	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	805914	Core Deposit Returned - Police 6042	(18.00)
160	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	805941	Cooling System Test Strips - PW Stock	30.24
161	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	806164	Fuel Filter - Fire 7801	21.85
162	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	806175	2 Air Filters - Fire 7801	177.44
163	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	806566	Tape & Adhesive - Fire 7801	26.22

# City of Des Plaines

## Warrant Register 10/04/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
164	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	806586 Diesel Exhaust Fluid - Fire & PW Stock	319.60
165	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	806661 Connectors & Sockets - PW Stock	173.24
166	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	807203 Brake Chamber & Air Filters - PW Stock	111.80
167	7040	Supplies - Vehicle R&M	1043 WW Grainger Inc	9039483327 Truck Tool Box - PW 5118	853.19
168	7040	Supplies - Vehicle R&M	1575 Pirtek O'Hare	OH-T00012715 A/C Lines - Fire 7522	166.32
169	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P11480 Brake Chamber & Hoses - Fire 7602	2,427.24
170	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P11505 Freight Credit - Fire 7602	(2,120.58)
171	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P11512 Brass Fittings - Fire 7602	61.61
172	7120	Gasoline	8331 Avalon Petroleum Company Inc	467185 4,501 Gals Unleaded Gas - 09/02/2021, R-163-20	9,023.01
173	7130	Diesel	8331 Avalon Petroleum Company Inc	023730 2,500 Gals Bio Diesel Fuel - 09/02/2021, R-163-20	5,200.78
174	7320	Equipment < \$5,000	1450 Terrace Supply Co	70509702 Torch Handle & Cable - Shop Equipment	770.53
175	8015	Equipment	2168 Petroleum Technologies Equipment, Inc	25908 11 GPS Fuel Kits	3,155.00
<b>Total 540 - Vehicle Maintenance</b>					<b>32,298.88</b>

<b>Total 50 - Public Works &amp; Engineering</b>	<b>147,677.82</b>
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Police Department						
Division: 610 - Uniformed Patrol						
176	5325	Training	1261 Northeast Multiregional Training	289641	Field Training Officer Class (2 Ofc) 8/16-8/20/2021	510.00
177	7200	Other Supplies	4177 Uline Inc	138140185	Nitrile Gloves (6), AA Batteries (2) for ET Program	388.16
178	7300	Uniforms	1489 JG Uniforms Inc	88517	New Officer Uniforms 4 S/S Shirts	159.80
Total 610 - Uniformed Patrol						1,057.96

Division: 620 - Criminal Investigation						
179	5310	Membership Dues	1510 Northwest Police Academy	1112	Sept 2021-Sept 2022 Membership Dues for Police Dept	75.00
180	6195	Miscellaneous Contractual Services	1572 LexisNexis Risk Solutions	1037713-20210831	Investigations Database August 2021	218.90
Total 620 - Criminal Investigation						293.90

Division: 630 - Support Services						
181	6000	Professional Services	5975 Aero Removals Trisons Inc	21496A	Removal and Transport of 2 Deceased August 2021	850.00
182	6190	Tow/Storage/Abandoned Fees	1567 Schimka Auto Wreckers, Inc	9/1/2021	August 2021 Towing Services (9)	360.00

# City of Des Plaines

## Warrant Register 10/04/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
183	6305	R&M Equipment	2232 IL Department of Agriculture	3C003417	Certification of Portable Truck Scales 9/14/2021	400.00
184	7000	Office Supplies	1644 Warehouse Direct Inc	5041824-0	8 Ctns of Copy Paper	311.36
185	7200	Other Supplies	1236 Proforma Creative Impressions Inc	B718001049A	10 Lifesaving Awards and Plaques	1,852.64
186	7320	Equipment < \$5,000	1244 Ray O'Herron Company Inc	2140355-IN	Traffic Vests (2), Blue Training Gun (1)	201.72
Total 630 - Support Services						3,975.72

<b>Total 60 - Police Department</b>	<b>5,327.58</b>
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Fire Department						
Division: 710 - Emergency Services						
187	6000	Professional Services	8389 Clarity One Solutions	052021	Investigative Services - 05/20-07/14/2021	6,593.75
188	6000	Professional Services	8192 Rebound	1969	Consulting-Orthopedic Patient Navigator Contract-September 2021	823.39
189	6035	Dispatch Services	5973 Emergency Twenty Four Inc	37528	Elevator Alarm Dispatch August 2021	2,073.00
190	6110	Printing Services	1233 Press Tech Inc	48348	3 Boxes of Business Cards - 8/31/21	60.00
191	6195	Miscellaneous Contractual Services	1580 Mighty Mites Awards Inc	15757	5 Door Plates - 3 for Deputy Chiefs, 2 for Div Chief 08/18/2021	115.00
192	6305	R&M Equipment	1745 Suburban Accents Inc	31149	Removal/Replacement of Numbers on Amb. 62 & 65-8/26/21	1,000.00
193	7000	Office Supplies	1644 Warehouse Direct Inc	5044326-0	4 Dozen Expo Markers, Blue, Red, Green, Black	90.44
194	7000	Office Supplies	1644 Warehouse Direct Inc	5047834-0	2 Cartons AA Batteries	135.98
195	7200	Other Supplies	1018 Anderson Lock Company LTD	1073300	2 Special Cut Keys - TRT Trailer	12.28
196	7200	Other Supplies	1147 Zoll Medical Corp	3349996	13 Replacement Electrode Pads for AED's	1,621.15
197	7200	Other Supplies	1571 Welding Industrial Supply	R02746158	18 Cylinders, Balloon Filler - July 2021	196.17
198	7200	Other Supplies	1571 Welding Industrial Supply	R02760000	18 Cylinders, Balloon Filler - August 2021	197.76
199	7320	Equipment < \$5,000	1080 Air One Equipment Inc	172225	3 Fire Gloves, 10 Glasses, 10 Helmet Bands, 15 Extrication Gloves	832.00
200	7320	Equipment < \$5,000	1080 Air One Equipment Inc	172227	4 Pairs Firefighting Boots, 3 Paramedics, 1 Engineer	1,680.00
201	7320	Equipment < \$5,000	1080 Air One Equipment Inc	172358	Firefighting Gloves - 5 Medium, 10 Large - Station Wide	1,055.00
202	7320	Equipment < \$5,000	1080 Air One Equipment Inc	172405	White 1044 Helmet - Deputy Chief, Red 880 Helmet - Lieutenant	566.00
203	7320	Equipment < \$5,000	1080 Air One Equipment Inc	172541	10 Black Carbon Hoods - Station Wide	450.00

# City of Des Plaines

## Warrant Register 10/04/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
204	7320	Equipment < \$5,000	1148 WS Darley & Co	17443729	Annual TurnOut Gear-9 Paramedics, 2 Batt. Chiefs, Division Chief R-62-21	33,815.95
205	7320	Equipment < \$5,000	1291 Elevated Safety LLC	INV00001777	Helmet, Headlamp Ropes, Lanyards, Ascenders, Etc. - Squad 63	622.00
206	8015	Equipment	5553 EMC Equipment Management Company	59561	Cordless Extrication Tools R-109-21	74,839.00
Total 710 - Emergency Services						126,778.87

Division: 720 - Fire Prevention						
207	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 091021	Water Delivery 08/19/2021	39.42
Total 720 - Fire Prevention						39.42

Division: 730 - Emergency Management Agency						
208	6015	Communication Services	1936 DTN LLC	6009463	2021 Weather Billing and Support for EMA - 10/8/21-11/7/21	379.00
Total 730 - Emergency Management Agency						379.00

<b>Total 70 - Fire Department</b>						<b>127,197.29</b>
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<b>Total 100 - General Fund</b>						<b>322,362.03</b>
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Fund: 203 - TIF #3 Wille Road Fund						
Program: 14B0 - 2014B Refunding 2005A/2005D						
209	8325	Interest Charges	1718 Amalgamated Bank of Chicago	1855522005-2021	Bank/Agency Fees Bond Series 2014B for 09/01/2021-08/31/2022	475.00
Total 14B0 - 2014B Refunding 2005A/2005D						475.00

<b>Total 203 - TIF #3 Wille Road Fund</b>						<b>475.00</b>
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Fund: 206 - TIF #6 Mannheim/Higgins Fund						
Program: 14A0 - 2014A Refunding 2003C						
210	8325	Interest Charges	1718 Amalgamated Bank of Chicago	1855521006-2021	Bank/Agency Fees Bond Series 2014A for 09/01-12/01/2021	118.75
Total 14A0 - 2014A Refunding 2003C						118.75

<b>Total 206 - TIF #6 Mannheim/Higgins Fund</b>						<b>118.75</b>
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Fund: 250 - Grant Projects Fund						
Program: 2520 - Capital Grants						
211	6000	Professional Services	1126 Civiltech Engineering Inc	3556-05	Engr Svcs - Rand Rd Sidepath 07/31-08/27/2021 R-26-21	61,496.22
Total 2520 - Capital Grants						61,496.22

<b>Total 250 - Grant Projects Fund</b>						<b>61,496.22</b>
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# City of Des Plaines

## Warrant Register 10/04/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fund: 260 - Asset Seizure Fund						
Program: 2620 - DEA						
212	6300	R&M Software	7920 SF Mobile-Vision Inc	42708	Maintenance Agreement for In-Car Camera Software 9/22/21-9/21/22	4,500.00
213	6305	R&M Equipment	7920 SF Mobile-Vision Inc	42709	DVD Burner Maintenance 09/22/2021-09/21/2022	1,590.00
214	7300	Uniforms	1164 Uniform Den East Inc	74809	(33) Helix Brand Level II Ballistic Vests	16,561.85
Total 2620 - DEA						22,651.85

Program: 2640 - Forfeit						
215	6195	Miscellaneous Contractual Services	6150 Partners & Paws Veterinary Services LLC	95642	K9 Jager Exam and Medication 9/4/2021	207.62
Total 2640 - Forfeit						207.62

<b>Total 260 - Asset Seizure Fund</b>					<b>22,859.47</b>
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Fund: 400 - Capital Projects Fund						
216	6000	Professional Services	1079 AECOM Technical Services Inc	2000537933	Engr Svcs-On-Call Pavement Mgmt Prgm 05/29-09/03/2021 R-26-21	1,638.81
217	6000	Professional Services	1199 Spaceco Inc	86562	R-104-21 Engr Svcs - Task Order 1-07/25-08/28/2021	47,157.50
218	8100	Improvements	1328 John Neri Construction Company Inc	2021-A-P4	R-81-21 2021 CIP Street & Utility Improvements 08/06-09/10/2021	388,263.84
Total 400 - Capital Projects Fund						437,060.15

Fund: 420 - IT Replacement Fund						
219	8000	Computer Software	1026 CDW LLC	K277577	2 Acronis True Image Licenses	134.62
220	8005	Computer Hardware	1035 Dell Marketing LP	10518479952	3 Laptops for Fire Administration	3,784.35
Total 420 - IT Replacement Fund						3,918.97

Fund: 430 - Facilities Replacement Fund						
221	6315	R&M Buildings & Structures	5972 Cobra Concrete Cutting Services Co	22859	Concrete Coring at Theatre 07/30/2021	428.00
222	6315	R&M Buildings & Structures	4583 Argon Electric Company, Inc	9471	Electrical Drawings & Demobilization - Theatre - 09/01/2021	4,142.00
223	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	0451676	Paint Rollers for Theatre	6.36
224	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	1451666	Clear Coating @ Theatre	35.98
225	7045	Supplies - Building R&M	1057 Menard Incorporated	79428	Return Bronze Spray from Theatre	(41.58)
226	7045	Supplies - Building R&M	1057 Menard Incorporated	82362	Return Sewer Pipe and Lumber from Theatre	(348.97)

# City of Des Plaines

## Warrant Register 10/04/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
227	7045	Supplies - Building R&M	1057 Menard Incorporated	83838	Columns for Basement North Side of Building Basement @ Theatre	214.98
228	7045	Supplies - Building R&M	1057 Menard Incorporated	83944	Glass for the Theater	11.95
229	7045	Supplies - Building R&M	1057 Menard Incorporated	84154	Plumbing Supplies for the Theater	12.36
230	7045	Supplies - Building R&M	1057 Menard Incorporated	84175	Plumbing Supplies for the Basement Bathrooms @ Theatre	88.35
231	7045	Supplies - Building R&M	1057 Menard Incorporated	84734	Electric Supplies for Aisle Lights @ Theatre	7.54
232	7045	Supplies - Building R&M	1057 Menard Incorporated	85377	Lag Screws and Bits for Door Install @ Theatre	13.88
233	7045	Supplies - Building R&M	1057 Menard Incorporated	85406	Lag Bolts for Doors at the Theater	12.90
234	7045	Supplies - Building R&M	1057 Menard Incorporated	85528	Wood Glue for Base at the Theater	5.49
235	7045	Supplies - Building R&M	1057 Menard Incorporated	85730	Painting Supplies for the Theater	150.23
236	7045	Supplies - Building R&M	1057 Menard Incorporated	85741	Supplies to Make Samples for Front of Theater	2.90
237	7045	Supplies - Building R&M	1057 Menard Incorporated	85815	Sand Paper and Painting Supplies for the Theater	14.02
238	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	N70701	Electronic Door Locks for the New Civic Deck	1,096.00
239	7045	Supplies - Building R&M	8366 Connexion	S1790173.001	Electrical Supplies for Theatre	1,474.33
Total 430 - Facilities Replacement Fund						7,326.72

Fund: 500 - Water/Sewer Fund						
Non Departmental						
Division: 550 - Water Systems						
240	6195	Miscellaneous Contractual Services	8461 All Crane & Hoist	08092021	Annual Crane/Hoist Inspection - August 2021	700.00
241	6195	Miscellaneous Contractual Services	2506 Trotter & Associates Inc	18866	Design & Cost Estimates - 08/16/2021	356.50
242	6195	Miscellaneous Contractual Services	4022 M E Simpson Co Inc	37386	2021 Pitot Testing - 08/18/2021-08/19/2021, R-26-19	4,335.00
243	6195	Miscellaneous Contractual Services	6992 Core & Main LP	P568362	Water Meter Installs - 07/26-07/31/2021, R-9-21	924.00
244	6310	R&M Vehicles	1278 Dave & Jim's Auto Body Inc	21579	Front End Alignment - PW 9051 - 08/31/2021	65.00
245	7030	Supplies - Tools & Hardware	1520 Russo Power Equipment	SPI10832069	4 Broom Handles	111.96
246	7035	Supplies - Equipment R&M	1088 Atlas Bobcat LLC	720994	Hydraulic Leak Repair - PW 9026	1,855.73
247	7035	Supplies - Equipment R&M	1057 Menard Incorporated	85414	5 Five-Gallon Pails - Water Towers	18.90
248	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280125047	8 Tires - PW 9054 & PW 9051	1,176.16



# City of Des Plaines

## Warrant Register 10/04/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
249	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1263181	Brake Pads & Rotors - PW 9036	227.89
250	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10406755	3.00 Cu Yds Top Soil & Pallet Return - 08/17/2021	75.95
251	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10407275	3.00 Cu Yds Top Soil - 08/20/2021	88.95
252	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10410224	2.00 Cu Yds Top Soil - 09/08/2021	59.30
253	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10410613	3.00 Cu Yds Top Soil & 25 Lbs Grass Seed - 09/10/2021	153.95
254	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10410679	3.00 Cu Yds Top Soil - 09/10/2021	88.95
255	7070	Supplies - Water System Maintenance	1162 Vollmar Clay Products Inc	185833	Vault - Ballard Rd CIP - 08/23/2021	986.00
256	7070	Supplies - Water System Maintenance	1702 Diamond Paint & Home Center LLC	220000006856	Paint - Fire Hydrants	44.95
257	7070	Supplies - Water System Maintenance	1702 Diamond Paint & Home Center LLC	220000006913	Paint - Fire Hydrants	44.95
258	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	255097-000	Copper Coil	404.40
259	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	255117-000	Hex Bolts, Hex Nuts, & T-Heads	241.92
260	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	83941	Pickup Tool, Nipples, & Bleach	69.38
261	7070	Supplies - Water System Maintenance	1072 Prairie Material	890179864	4.5 Cu Yds Concrete - Driveway - 08/31/2021	634.63
262	7070	Supplies - Water System Maintenance	6992 Core & Main LP	P512376	Hydrant Extension	1,731.87
263	7105	Wholesale Water - NWWC	2901 Northwest Water Commission	09012021	Wholesale Water Purchase August 2021 - R-183-14	351,404.48
264	7120	Gasoline	8331 Avalon Petroleum Company Inc	467185	4,501 Gals Unleaded Gas - 09/02/2021, R-163-20	1,759.22
265	7130	Diesel	8331 Avalon Petroleum Company Inc	023730	2,500 Gals Bio Diesel Fuel - 09/02/2021, R-163-20	305.85
266	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	42603	Chlorine Tank Rental - 06/28-07/28/2021	240.00
267	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	42604	Chlorine Tank Rental - 06/28-07/28/2021	130.50
268	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	43416	8 Chlorine Cylinders	1,369.00
269	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	43934	Chlorine Cylinder Rental - 07/28-08/29/2021	156.00
270	7150	Water Treatment Chemicals	2053 USA Bluebook	703750	3 CL2 Test Pads	608.43
Total 550 - Water Systems						370,369.82

Division: 560 - Sewer Systems						
271	5325	Training	8443 Buckeye Power Sales Co Inc	PS71647	Generator Purchase - 08/26/2021	950.00
272	6195	Miscellaneous Contractual Services	8443 Buckeye Power Sales Co Inc	PS71647	Generator Purchase - 08/26/2021	900.00

# City of Des Plaines

## Warrant Register 10/04/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
273	6310	R&M Vehicles	1071 Pomp's Tire Service Inc	280125291	Steer Tire Replacement - PW 8020 - 09/10/2021	1,812.00
274	7000	Office Supplies	1644 Warehouse Direct Inc	5045864-0	Tape, File Pockets, Glue Sticks, Staplers, & Pens - PW	53.87
275	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	83831	Screws	4.84
276	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	802964	1 Battery - Sewer 8010	117.07
277	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	804021	Returned 1 Filter - Sewer 8016	(10.46)
278	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	804113	9 Filters - Sewer Stock	54.36
279	7035	Supplies - Equipment R&M	1520 Russo Power Equipment	SPI10834754	Carburetor, Gasket, & Starter Cover - PW 8042	172.97
280	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	807208	4 Connectors & Connectors Returned - PW Stock	(100.44)
281	7040	Supplies - Vehicle R&M	1202 Standard Equipment Co	P31396	Electrical Connectors, Debris Hose, Drain Screen, Etc. - PW 8022	965.98
282	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10404195	50 Lbs Grass Seed - Parkway Restorations - 09/10/2021	130.00
283	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10411415	1.0 Cu Yd Top Soil - Parkway Restorations - 09/14/2021	29.65
284	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10411449	1.0 Cu Yd Top Soil - Parkway Restorations - 09/14/2021	29.65
285	7075	Supplies - Sewer System Maintenance	1437 Des Plaines Material & Supply LLC	443944	Ductile Pipe for Sewer Repair	1,234.88
286	7075	Supplies - Sewer System Maintenance	1072 Prairie Material	890181433	1.0 Cu Yd Concrete - 592 Kincaid Ct - 09/01/2021	123.25
287	7075	Supplies - Sewer System Maintenance	1072 Prairie Material	890195178	1.25 Cu Yd Concrete - 1407 Redecker Rd - 09/14/2021	154.06
288	7120	Gasoline	8331 Avalon Petroleum Company Inc	467185	4,501 Gals Unleaded Gas - 09/02/2021, R-163-20	852.85
289	7130	Diesel	8331 Avalon Petroleum Company Inc	023730	2,500 Gals Bio Diesel Fuel - 09/02/2021, R-163-20	1,397.37
290	8015	Equipment	8443 Buckeye Power Sales Co Inc	PS71647	Generator Purchase - 08/26/2021	29,630.30
Total 560 - Sewer Systems						38,502.20

Division: 580 - CIP - Water/Sewer						
291	6000	Professional Services	2506 Trotter & Associates Inc	18867	Water System Main Improvement Design - 08/01-08/29/2021, R-65-12	14,850.94
292	6000	Professional Services	2506 Trotter & Associates Inc	18868	Construction Services - Levee 50 - 08/02/2021, R-16-20	832.00
293	6000	Professional Services	2506 Trotter & Associates Inc	18870	Construction Services - Levee 50 - 07/26/2021, R-16-20	208.00
294	6000	Professional Services	2506 Trotter & Associates Inc	18871	TO#9 Contracted Services - Levee 50 - 08/02/2021, R-16-20	416.00

# City of Des Plaines

## Warrant Register 10/04/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
295	6000	Professional Services	1647 RJN Group Inc	35460602	TO#6 - Stormwater Plan Phase 1 - 06/21-08/27/2021, R-18-20	8,465.00
296	6000	Professional Services	4022 M E Simpson Co Inc	37273	Water System Audit TO#11 - 10/01/2019-09/30/2020, R-42-20	14,900.00
297	8100	Improvements	1328 John Neri Construction Company Inc	2021-A-P4	R-81-21 2021 CIP Street & Utility Improvements 08/06-09/10/2021	471,842.69
Total 580 - CIP - Water/Sewer						511,514.63

<b>Total 00 - Non Departmental</b>	<b>920,386.65</b>
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Department: 30 - Finance						
298	6025	Administrative Services	7615 Sebis Direct Inc	34922	Utility Bill Rendering Services for Bill Drop 08/17/2021	1,273.47
299	6025	Administrative Services	7961 BridgePay Network Solutions LLC	8464	Utility Web & Business License Transaction Fee for August 2021	232.90
Total 30 - Finance						1,506.37

<b>Total 500 - Water/Sewer Fund</b>	<b>921,893.02</b>
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Fund: 510 - City Owned Parking Fund						
300	6025	Administrative Services	7960 Passport Labs Inc	INV-1024445	Mobile Pay Parking Transaction Fee - August 2021	13.69
301	6195	Miscellaneous Contractual Services	1728 Total Parking Solutions Inc	105441	Annual Parking Machine Maintenance - 10/07/2021-10/06/2022	6,240.00
302	6320	R&M Parking Lots	2350 Anderson Elevator Co	INV-46567-W8H8	Monthly Maintenance for September 2021	373.76
303	7060	Supplies - Parking Lots	1057 Menard Incorporated	85091	Utility Mat for Metro Deck	119.92
Total 510 - City Owned Parking Fund						6,747.37

Fund: 520 - Metra Leased Parking Fund						
304	6025	Administrative Services	7960 Passport Labs Inc	INV-1024445	Mobile Pay Parking Transaction Fee - August 2021	101.01
305	6195	Miscellaneous Contractual Services	1728 Total Parking Solutions Inc	105441	Annual Parking Machine Maintenance - 10/07/2021-10/06/2022	3,360.00
Total 520 - Metra Leased Parking Fund						3,461.01

Fund: 610 - Health Benefits Fund						
306	6195	Miscellaneous Contractual Services	8374 Wex Health Incorporated	0001395395-IN	Commuter & FSA Monthly Admin Fees August 2021	572.75
Total 610 - Health Benefits Fund						572.75

<b>Grand Total</b>	<b>1,788,291.46</b>
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# City of Des Plaines

## Warrant Register 10/04/2021

### Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 100 - General Fund</b>					
<b>City Administration</b>					
<b>Division: 230 - Information Technology</b>					
307	6015	Communication Services	1010 AT&T Mobility	28702533395909 21 Communication Service 08/04-09/03/2021	136.15
<b>Total 230 - Information Technology</b>					<b>136.15</b>

<b>Total 20 - City Administration</b>	<b>136.15</b>
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Public Works & Engineering						
Division: 535 - Facilities & Grounds Maintenance						
308	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	24234	Adjustable Wrenches	43.91
309	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	2973754	Insulated Screw Driver Set	19.97
310	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	6451635	Plier Sets & Backpack	74.62
311	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	7451623	Socket Set	35.97
312	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	8020420	Drill Bits for Garage	36.86
313	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	6451634	Fasteners and Lumber at Station #61	16.99
314	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	7451622	Sealants & Fasteners for Station #61	51.75
315	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	9020230	UPS Connectors for PW	57.49
316	7140	Electricity	1033 ComEd	5140640021-09/21	Electricity Service 08/09-09/01/2021 @ 1319 E Oakton St	56.47
317	7200	Other Supplies	1047 Home Depot Credit Svcs	6023238	Chalkboard Paint for Media Services Event Assistance	47.92
Total 535 - Facilities & Grounds Maintenance						441.95

<b>Total 50 - Public Works &amp; Engineering</b>	<b>441.95</b>
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Police Department						
Division: 630 - Support Services						
318	6015	Communication Services	1009 AT&T	847R18054608-21	Communication Service 08/28-09/27/2021	63.55
319	6185	Animal Control	2950 When Nature Calls	3060-30A	Nuisance Animal Control March 2021 - Replaces ACH 10743	1,173.00
Total 630 - Support Services						1,236.55

<b>Total 60 - Police Department</b>	<b>1,236.55</b>
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<b>Total 100 - General Fund</b>	<b>1,814.65</b>
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# City of Des Plaines

## Warrant Register 10/04/2021

### Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 250 - Grant Projects Fund</b>					
<b>Program: 2520 - Capital Grants</b>					
320	6195	Miscellaneous Contractual Services	1033 ComEd	5478407023-08/21 Electricity Service 08/10-08/20/2021 FINAL @ 1935 Big Bend Drive	4.82
<b>Total 2520 - Capital Grants</b>					<b>4.82</b>
<b>Total 250 - Grant Projects Fund</b>					<b>4.82</b>
<b>Fund: 430 - Facilities Replacement Fund</b>					
321	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	0020084 Adhesive & Insulation for Theatre	144.15
322	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	1024067 Plumbing Supplies & Sandpaper @ Theatre	114.63
323	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	24232 PVC Board, Doors, Primer, Etc. @ Theatre	917.39
324	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2973753 Epoxy Paint for Theatre	47.96
325	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	6023260 Doors & Fasteners for Theatre	574.49
326	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	6023273 Rivets for Drop Ceiling Install @ Theatre	5.85
327	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	7023025 Drywall Compound & Screws	49.40
<b>Total 430 - Facilities Replacement Fund</b>					<b>1,853.87</b>
<b>Fund: 500 - Water/Sewer Fund</b>					
<b>Division: 550 - Water Systems</b>					
328	6195	Miscellaneous Contractual Services	6281 Dorner Company	157877-IN-A Altitude Valve Insp-Howard Tank 06/16/2021 - Replaces ACH 10688	2,250.00
<b>Total 550 - Water Systems</b>					<b>2,250.00</b>
<b>Total 500 - Water/Sewer Fund</b>					<b>2,250.00</b>
<b>Grand Total</b>					<b>5,923.34</b>

# City of Des Plaines

## Warrant Register 10/04/2021

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 100 - General Fund</b>					
<b>Elected Office</b>					
<b>Division: 110 - Legislative</b>					
329	7310	Publications	1050 Journal & Topics Newspapers	PC - 31735 August 2021 Online Newspaper Subscription - Mayor's Office	5.99
<b>Total 110 - Legislative</b>					<b>5.99</b>

<b>Division: 120 - City Clerk</b>					
330	5320	Conferences	1319 IL Municipal League	PC - 31764 Registration City Clerk IML Conf Chicago IL 09/23-09/25/2021	360.00
331	5320	Conferences	4444 Misc Vendor for Procurement Card	PC - 31765 Registration City Clerk MCI Conference 10/10-10/15/2021	550.00
<b>Total 120 - City Clerk</b>					<b>910.00</b>

<b>Total 10 - Elected Office</b>					<b>915.99</b>
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<b>City Administration</b>					
<b>Division: 210 - City Manager</b>					
332	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	PC - 31774 Zoom Subscription 08/26-09/25/2021 - City Manager	14.99
<b>Total 210 - City Manager</b>					<b>14.99</b>

<b>Division: 230 - Information Technology</b>					
333	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 31814 Monthly Secure Express Renewal 8/23/21 - 9/21/21	7.99
334	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31804 Havis Docking Station for City Use	928.66
335	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31805 Apple 20W USB Power Adapter for City Use	49.41
336	7320	Equipment < \$5,000	7256 Wilson Electronics LLC	PC - 31806 Verizon Signal Booster Splitter for Parking Deck	79.56
337	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31807 Dell USB DVD Drives for City Use	122.30
338	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31808 Logitech Wireless Keyboard and Mouse for City Use	266.94
339	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31809 Western Digital 500GB Hard Drive for City Use	179.97
340	7320	Equipment < \$5,000	7256 Wilson Electronics LLC	PC - 31810 Verizon Signal Booster for Parking Deck	1,372.44
341	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31813 Western Digital 500GB Hard Drive for City Use	164.97

# City of Des Plaines

## Warrant Register 10/04/2021

### JPMorgan Chase

Line #	Account		Vendor	Invoice	Invoice Description	Amount
342	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31815	USB 4 Port Hub Adapters for City Use	75.22
Total 230 - Information Technology						3,247.46

<b>Division: 240 - Media Services</b>						
343	6000	Professional Services	8405 KTR Media Group Ltd	PC - 31772	Video Production Support 08/16/2021	225.00
344	6110	Printing Services	1538 Lands' End Business Outfitters	PC - 31737	Logo Setup Fee 08/03/2021	232.00
345	6110	Printing Services	1538 Lands' End Business Outfitters	PC - 31739	Logo Setup Fee 08/19/2021	29.00
346	6110	Printing Services	5684 Golden Openings	PC - 31769	Ribbon Samples for Logo Printed Ribbon 08/03/2021	7.00
347	7200	Other Supplies	5278 Walmart Neighborhood Market	PC - 31740	Supplies for Photo Op	7.15
348	7200	Other Supplies	4348 Amazon.Com	PC - 31778	Switcher with Audio Extractor IR Remote	49.99
349	7310	Publications	1456 Chicago Tribune	PC - 31770	Refund for Cancellation of Print Subscription	(296.46)
350	7310	Publications	1456 Chicago Tribune	PC - 31771	August 2021 Digital Subscription for Media Dir and Sr Coord	7.96
351	7310	Publications	1456 Chicago Tribune	PC - 31773	August 2021 Digital Subscription for Two Executive Assistants	0.99
352	7320	Equipment < \$5,000	1091 B&H Photo-Video	PC - 31779	Miscellaneous Audio, Video and Camera Equipment	1,609.82
<b>Total 240 - Media Services</b>						<b>1,872.45</b>

<b>Division: 250 - Human Resources</b>						
353	5320	Conferences	1546 IPELRA	PC - 31756	IPELRA 2021 Annual Training Conf 10/24-10/27/2021-HR Director	275.00
354	5335	Travel Expenses	5410 Eagle Ridge Resort	PC - 31758	Lodging Dep-IPELRA Annual Training Conf 10/24-10/27/21 HR Dir	183.39
355	7300	Uniforms	1538 Lands' End Business Outfitters	PC - 31757	Uniform Shirts and Jackets for HR/HS Depts	261.82
356	7300	Uniforms	1538 Lands' End Business Outfitters	PC - 31759	Uniform Sweatshirts - HR Dept	37.90
357	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31755	Keurig Coffee Maker for Human Resources	79.99
<b>Total 250 - Human Resources</b>						<b>838.10</b>



# City of Des Plaines

## Warrant Register 10/04/2021

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Division: 260 - Health &amp; Human Services</b>					
358	5325	Training	3376 Fred Pryor Seminars / Careertrack	PC - 31754 Microsoft Excel Basics Online Seminar 09/13/2021-Social Worker	99.00
<b>Total 260 - Health &amp; Human Services</b>					<b>99.00</b>

<b>Total 20 - City Administration</b>	<b>6,072.00</b>
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Department: 30 - Finance						
359	7000	Office Supplies	4348 Amazon.Com	PC - 31819	Post-It Notes, Note Pads, Etc. for Finance	67.09
360	7000	Office Supplies	4348 Amazon.Com	PC - 31822	1 Correction Tape Cartridge for IBM Typewriter in Finance Dept	7.50
361	7000	Office Supplies	4348 Amazon.Com	PC - 31825	20 Wilson Jones 3 3-Ring Binders, Ultra Duty for Finance Dept	437.00
362	7000	Office Supplies	4348 Amazon.Com	PC - 31826	14 Pens for Finance Dept	25.83
363	7200	Other Supplies	4348 Amazon.Com	PC - 31823	1 Pack 120 K-Cups for Finance Dept	59.99
364	7200	Other Supplies	4348 Amazon.Com	PC - 31824	1 Ctn of Hot Cup Lids for Finance Dept	31.40
365	7300	Uniforms	1538 Lands' End Business Outfitters	PC - 31827	16 Uniforms Shirts w/Embroidered Logo for Finance Dept	575.10
366	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31820	Printing Calculator for Finance Dept	57.25
367	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31821	Coffee Maker for Finance Dept	239.53
Total 30 - Finance						1,500.69

Community Development						
Division: 410 - Building & Code Enforcement						
368	7320	Equipment < \$5,000	1066 Office Depot	PC - 31818	Canon Printing Calculator for CED Dept	100.18
Total 410 - Building & Code Enforcement						100.18

<b>Total 40 - Community Development</b>	<b>100.18</b>
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Public Works & Engineering						
Division: 100 - Administration						
369	7200	Other Supplies	4348 Amazon.Com	PC - 31733	9 Dash-Cams for Vehicles	819.59
Total 100 - Administration						819.59

# City of Des Plaines

## Warrant Register 10/04/2021

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Division: 530 - Street Maintenance						
370	6175	Tree Plantings	1347 Lurvey Landscape Supply	PC - 31790	Bulk Mulch 08/06/2021	314.30
Total 530 - Street Maintenance						314.30

Division: 535 - Facilities & Grounds Maintenance						
371	6315	R&M Buildings & Structures	7689 Ambius	PC - 31738	August 2021 Bill for Plant Maintenance	361.94
372	7200	Other Supplies	1076 Sam's Club Direct	PC - 31791	Coffee, Creamer	298.50
Total 535 - Facilities & Grounds Maintenance						660.44

Division: 540 - Vehicle Maintenance						
373	5325	Training	4444 Misc Vendor for Procurement Card	PC - 31746	EVT Fire Training Oct 3-8, 2021 - 2 Mechanics, 1 Foreman	2,250.00
374	5325	Training	7048 EVT Certification Commission Inc	PC - 31747	EVT Fire Certification Training 10/16/2021 - Mechanic	120.00
375	5325	Training	7048 EVT Certification Commission Inc	PC - 31748	EVT Fire Certification Testing 10/16/2021 - Mechanic	120.00
376	5325	Training	7048 EVT Certification Commission Inc	PC - 31749	EVT Fire Certification Testing 10/16/2021 - Foreman	120.00
377	7030	Supplies - Tools & Hardware	4348 Amazon.Com	PC - 31744	Magnets - Shop Tools	180.68
378	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 31734	1 Roll of Adhesive Discs for Dash-Cams	107.57
379	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 31741	Steering Column Cover - Fire 7522	69.42
380	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 31743	Blower Motor and Resistor - Fire 7522	223.21
381	7040	Supplies - Vehicle R&M	5960 Spartan Motors USA Inc	PC - 31745	Vent Louvers - Fire 7522	96.15
382	7300	Uniforms	4348 Amazon.Com	PC - 31742	Uniform Boots, Jacket and Shirt for Foreman	223.89
Total 540 - Vehicle Maintenance						3,510.92

<b>Total 50 - Public Works &amp; Engineering</b>	<b>5,305.25</b>
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Police Department						
Division: 610 - Uniformed Patrol						
383	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31797	Flashlight for New Hire	310.25
Total 610 - Uniformed Patrol						310.25

# City of Des Plaines

## Warrant Register 10/04/2021

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Division: 620 - Criminal Investigation</b>					
384	5325	Training	4444 Misc Vendor for Procurement Card	PC - 31750 Social Media Invest Class 8/30-8/31/2021 (1 Det.)	295.00
<b>Total 620 - Criminal Investigation</b>					<b>295.00</b>

Division: 630 - Support Services						
385	7000	Office Supplies	4348 Amazon.Com	PC - 31795	Sheet Protector (1 Pack)	15.10
386	7000	Office Supplies	4348 Amazon.Com	PC - 31796	Note Cards, Rubber Stamp	47.35
387	7000	Office Supplies	4348 Amazon.Com	PC - 31800	CD/DVD Envelopes (12 Packs)	122.16
388	7000	Office Supplies	6795 Rimage Corporation	PC - 31801	4 Packs of DVDR White, RimageTY, Everest for Body Camera System	784.70
389	7200	Other Supplies	8244 Des Plaines Ace Hardware	PC - 31799	Washers, Bolts, Tie Downs for Supervisor Squad Drawers	33.30
Total 630 - Support Services						1,002.61

<b>Total 60 - Police Department</b>					<b>1,607.86</b>
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Fire Department						
Division: 100 - Administration						
390	5310	Membership Dues	1482 Metropolitan Fire Chiefs Association of Illinois	PC - 31762	Metro Fire Chiefs Assoc Membership-09/2021-09/2022-Dep. Chief	40.00
391	5310	Membership Dues	1482 Metropolitan Fire Chiefs Association of Illinois	PC - 31763	Metro Fire Chiefs Assoc Membership-09/2021-09/2022-Dep. Chief	40.00
392	5320	Conferences	1482 Metropolitan Fire Chiefs Association of Illinois	PC - 31761	Metro Fire Chiefs Meeting 8/12/21 - 3 Deputy Chiefs	60.00
393	5325	Training	4444 Misc Vendor for Procurement Card	PC - 31760	FireStats Training Class 11/16/21-11/18/21-Chief, Deputy Chief	1,175.00
394	5325	Training	3796 Par-A-Dice Hotel	PC - 31794	Hotel for Training Ofcr Boot Camp 10/15/21-10/17/21-Div Chief	122.08
Total 100 - Administration						1,437.08

Division: 710 - Emergency Services						
395	7035	Supplies - Equipment R&M	1747 Murphy's Contractors Equipment Inc	PC - 31793	Saw Starter Assembly - Tower 61	76.80
396	7200	Other Supplies	4348 Amazon.Com	PC - 31780	Television Wall Mount - Station 61	26.99
397	7200	Other Supplies	4348 Amazon.Com	PC - 31781	2 Garden Hoses, 5 Flap Discs, 3 Water Nozzles - Station Wide	171.92

# City of Des Plaines

## Warrant Register 10/04/2021

### JPMorgan Chase

Line #	Account		Vendor	Invoice	Invoice Description	Amount
398	7200	Other Supplies	4348 Amazon.Com	PC - 31782	12 Rolls Black Friction Tape - Station Wide	136.68
399	7200	Other Supplies	4348 Amazon.Com	PC - 31783	2 Cans Rust-Oleum Spray Paint - Station Wide	23.92
400	7200	Other Supplies	4348 Amazon.Com	PC - 31784	1 Can Rust-Oleum Spray Paint - Station Wide	11.96
Total 710 - Emergency Services						448.27

<b>Division: 720 - Fire Prevention</b>						
401	5325	Training	4840 International Association of Arson Investigators	PC - 31775	IAAI Annual Training - 2 Division Chiefs 9/19/21-9/23/21	450.00
<b>Total 720 - Fire Prevention</b>						<b>450.00</b>

<b>Total 70 - Fire Department</b>						<b>2,335.35</b>
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<b>Total 100 - General Fund</b>						<b>17,837.32</b>
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<b>Fund: 260 - Asset Seizure Fund</b>						
<b>Program: 2620 - DEA</b>						
402	5325	Training	3551 IL Crisis Negotiators Association	PC - 31798	2021 IL Crisis Negotiator Training Conf. 9/27-10/1/2021 (1 Ofc)	265.00
<b>Total 2620 - DEA</b>						<b>265.00</b>

<b>Program: 2640 - Forfeit</b>						
403	5325	Training	4444 Misc Vendor for Procurement Card	PC - 31766	Lodging For K9 Handler for K9 Olympics 8/8-8/12/2021	384.00
404	6195	Miscellaneous Contractual Services	7186 Bentley's Pet Stuff-SC	PC - 31768	Dog Wash for K9 Jager 8/21/2021	13.50
405	7200	Other Supplies	5010 Petsmart Home Office, Inc	PC - 31767	Food for K9 Jager 8/14/2021	125.98
<b>Total 2640 - Forfeit</b>						<b>523.48</b>

<b>Total 260 - Asset Seizure Fund</b>						<b>788.48</b>
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<b>Fund: 420 - IT Replacement Fund</b>						
406	8005	Computer Hardware	4348 Amazon.Com	PC - 31802	APC UPS Battery Backup Surge Protector for City Use	499.90
407	8005	Computer Hardware	4348 Amazon.Com	PC - 31803	APC Battery Replacement for IT Department	284.98
408	8005	Computer Hardware	8415 Ubiquiti Inc	PC - 31811	Ubiquiti Access Point for City Use	1,721.50
409	8005	Computer Hardware	4348 Amazon.Com	PC - 31812	APC UPS Battery Replacement for IT Department	80.52

# City of Des Plaines

## Warrant Register 10/04/2021

### JPMorgan Chase

Line #	Account		Vendor	Invoice	Invoice Description	Amount
410	8005	Computer Hardware	4348 Amazon.Com	PC - 31816	APC UPS Battery Backup Surge Protector for IT Department	872.73
411	8005	Computer Hardware	8415 Ubiquiti Inc	PC - 31817	Ubiquiti Access Points for City Use	1,679.00
<b>Total 420 - IT Replacement Fund</b>						<b>5,138.63</b>

<b>Fund: 430 - Facilities Replacement Fund</b>						
412	6195	Miscellaneous Contractual Services	4444 Misc Vendor for Procurement Card	PC - 31752	Post Construction Cleaning 08/19/2021 - Theatre	1,155.00
413	6195	Miscellaneous Contractual Services	4444 Misc Vendor for Procurement Card	PC - 31753	Post Construction Cleaning 08/20/2021 - Theatre	1,155.00
414	6315	R&M Buildings & Structures	7287 House of Granite & Marble Company	PC - 31789	Install Granite in Lobby 07/28/2021 - Theatre	778.68
415	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	PC - 31736	Lighting Cable and Multi-Tool Blade Kit - Theatre	129.29
416	7045	Supplies - Building R&M	4444 Misc Vendor for Procurement Card	PC - 31751	Data Floor Boxes for Stage - Theatre	350.34
417	7045	Supplies - Building R&M	4444 Misc Vendor for Procurement Card	PC - 31792	Motion Sensors - Civic Deck	1,150.00
<b>Total 430 - Facilities Replacement Fund</b>						<b>4,718.31</b>

<b>Fund: 500 - Water/Sewer Fund</b>						
<b>Division: 550 - Water Systems</b>						
418	6300	R&M Software	8281 Win-911 Software	PC - 31776	SCADA Software Subscription - 10/10/2021-10/09/2022	880.00
419	7070	Supplies - Water System Maintenance	4348 Amazon.Com	PC - 31777	10 Pack of Fuses	25.00
<b>Total 550 - Water Systems</b>						<b>905.00</b>

<b>Total 500 - Water/Sewer Fund</b>	<b>905.00</b>
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<b>Grand Total</b>	<b>29,387.74</b>
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# City of Des Plaines

## Warrant Register 10/04/2021

### Summary

	<u>Amount</u>		<u>Transfer Date</u>
Automated Accounts Payable	\$ 1,788,291.46	**	10/4/2021
Manual Checks	\$ 5,923.34	**	9/17/2021
Payroll	\$ 1,333,440.33		9/24/2021
RHS Payout	\$ -		
Electronic Transfer Activity:			
JPMorgan Chase Credit Card	\$ 29,387.74	**	9/25/2021
Chicago Water Bill ACH	\$ 197,425.48		9/30/2021
Postage Meter Direct Debits	\$ 3,000.00		9/16/2021
Utility Billing Refunds	\$ -		
Debt Interest Payment	\$ -		
FEMA Buyout	\$ -		
Property Purchase	\$ -		
IMRF Payments	\$ -		
Employee Medical Trust	\$ -		
<b>Total Cash Disbursements:</b>	<b>\$ 3,357,468.35</b>		

\* Multiple transfers processed on and/or before date shown

\*\* See attached report

Adopted by the City Council of Des Plaines

This Fourth Day of October 2021

Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

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Jessica M. Mastalski, City Clerk

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Andrew Goczkowski, Mayor



## COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

### MEMORANDUM

Date: September 23, 2021

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

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

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

**Update:** 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.

New Attachment 1 to this packet is the petitioner's summary of the costs and implications of this alternative. A concept site plan is included. 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. See the revised Attachments 6 for illustration. 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 attached approving Ordinance has been revised accordingly to include an exception, as the maximum height for a residential fence is six feet.

The remainder of this report is largely unchanged from previous submissions, except to update discussions surrounding the parking count and exceptions.



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

<b>Owner:</b>	1090-1100 Executive Way, LLC; 1555 Times Drive, LLC; Oakton Mannheim, LLC
<b>Petitioner:</b>	Marc McLaughlin, M/I Homes of Chicago, LLC
<b>Case Number:</b>	21-019-PPUD-TSUB-MAP-CU
<b>PINs:</b>	09-20-316-020-0000; -021-0000; -023-0000; -024-0000; -025-0000; -026-0000; 09-20-321-005-0000; 09-20-322-001-0000
<b>Ward:</b>	#5, Carla Brookman
<b>Existing Zoning:</b>	C-3, General Commercial District
<b>Existing and Historical Land Use:</b>	Vacant; site formerly contained Grazie restaurant and banquet hall, which was demolished in 2013, as well as office buildings and surface parking
<b>Surrounding Zoning:</b>	North: R-1, Single-Family Residential South: C-3, General Commercial and C-4, Regional Shopping East: C-3, General Commercial, and C-4 Regional Shopping West: C-3, General Commercial
<b>Surrounding Land Use:</b>	North: Single-family detached homes South: Restaurants and retail goods East: Services (Vision Care), restaurants, retail goods (Jewel-Osco grocer) West: Post office
<b>Street Classification:</b>	Oakton Street is classified as an arterial roadway. Times Drive and Executive Way are local roadways.
<b>Comprehensive Plan Illustration</b>	The Comprehensive Plan illustrates this property as commercial.

## **Preliminary Planned Unit Development (PUD)**

### **Project Summary:**

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

Considering the large scale of the redevelopment, the proposal is somewhat restrained in tree removal. According to the petitioner, healthy trees in the existing row at the north lot line will be preserved and augmented where 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 north-south portion of Executive Way – where it connects to Oakton and borders the post office – would remain a public street. However, at a point just south of the existing curve, the developer would construct a new east-west private drive and demolish the existing east-west segment of Executive Way. This would require a vacation of approximately 30,000 square feet. Similarly, a portion of Times Drive (approximately 7,700 square feet) would also be vacated and become private. Further discussion of street vacations is on Page 5.

The petitioner's traffic report discusses the parking and trip generation for the proposed townhouse development in more detail (Attachment 6). The final conclusion, expressed on the last page of the report (sans appendices), is that the existing roadway system can absorb the new traffic and activity created by the development. The Illinois Department of Transportation (IDOT), citing existing signalized intersections at Lee Street and Webster Lane (1,600 feet apart), does not support the creation of an additional signalized intersection at Oakton. Pedestrians would be required to use the sidewalk on the north side of Oakton before reaching a marked crossing, approximately 700-800 feet in each direction (three-to-five-minute walk for an able-bodied person). However, to accommodate walking to shopping, particularly for groceries at Jewel-Osco, a pedestrian opening is proposed at the east lot line, near the detention pond.

## **Map Amendment & Conditional Use (with Final PUD Plat)**

### **Request Summary:**

The petitioner has requested a map amendment to rezone the subject property from C-3 General Commercial to R-3 Townhouse Residential. Although the site is illustrated as commercial in the 2019 Comprehensive Plan, the 2009 Oakton-Elmhurst Plan sets forth a vision with residential occupying much of the site – albeit with some commercial fronting Oakton Street. Nonetheless, R-3 is present about 1,000 feet to the west and does directly border Oakton Street. In general, residential is necessary proximate to commercial areas to support their vitality, and while this project would front Oakton Street, it would not front Lee Street, thus preserving commercial use at the main intersection of the Oakton-Lee area. The creation of the Oakton-Lee TIF district, as well as the City’s vision to establish a Metra commuter train station at Oakton and the North Central Service line, calls for adding residential units in the vicinity and activating vacant sites. Additionally, any unsubsidized, market-driven development early in the life of the TIF is helpful to increase the assessed value and generate an increment to be used for future revitalization.

Other than the minimum-lot-area-per-unit and fence height exceptions as described on Page 3, the proposed development would meet all other R-3 bulk regulations as excerpted in this table:

**Bulk Regulations for R-3 Townhouse Residential**

<b>Yard</b>	<b>Required</b>	<b>Proposed</b>
Front Yard (South)	Min.: 25 Feet	25 Feet
Rear Yard (North)*	Min.: 25 Feet, if Building Height < 35 feet	25 Feet
Side Yard (East)	Min: 5 Feet	22 Feet
Corner Side Yard (West)	Min: 10 Feet	21 feet
Building Height	Max: 45 Feet	Three stories (About 35 feet)

A conditional use is required in R-3 by virtue of the proposed PUD. Conditional uses for PUDs are approved at the time of final plat, but nonetheless, the request and requirement are listed here for the record.

## **Tentative Plat of Subdivision**

### **Request Summary:**

The petitioner is requesting a Tentative Plat of Subdivision to resubdivide the subject property. Under Section 13-3-1 the Subdivision Regulations require improvement of adjacent rights-of-way, which means, for example, that Executive Way next to the Post Office will receive new curb, gutter, and resurfacing. Further, under Section 13-4 the Subdivision Regulations require park land dedication and/or fee-in-lieu, although proposed private open space could provide a partial offset.

The existing property contains eight lots, which would be divided into lots for each individual townhouse unit (125), plus six lots for common areas, private drives, and the stormwater detention area for a total of 131. The new subdivision will encompass the entire 11.2-acres of the site. The petitioner's Tentative Plat shows that the size of each townhouse parcel will vary from 923 square feet in size for interior units to 1,038 square feet in size for end units. The Tentative Plat also shows the following existing easements: (i) a 13-foot Public Utility Easement and 20-foot building line on both sides of Executive Way throughout the development; (ii) a 13-foot Public Utility Easement and 20-foot building line on both sides of Times Drive throughout the development; (iii) a 20-foot building line along Oakton Street on the south side of the lot; (iv) a ten-foot electric and telephone easement and 24-foot ingress, egress, and driveway easement behind the commercial development on the south side of the lot; (v) a 23-foot public utility easement along the existing drive aisle east of the proposed detention area; (vi) a 15-foot public utility easement along the east property line of the development; and (vii) a five-foot public utility easement located along the north property line of the development. The proposed tentative plat illustrates vacations of portions of Executive Way and Times Drive with their respective easements.

#### **Vacation of Public Streets (with Final PUD and Subdivision Plats)**

#### **Request Summary:**

As described in the Project Summary on Pages 2-3, the applicant will seek vacations of public streets. The community will not be gated where public streets would transition into private drives. Furthermore, regarding Times Drive, the commercial property at the northeast corner of Times and Oakton relies on Times for access. It is recommended the City retain the southernmost approximately 110 linear feet, with a redevelopment agreement stating that townhouse owners will be responsible for maintenance of this segment. The City is in the process of appraising the right-of-way areas, and staff recommends that executing the agreement(s) and recording the corresponding plat is a condition for approval.

#### **Findings of Fact for the Requests**

As required by Section 12-3 of the Zoning Ordinance, the Planning and Zoning Board (PZB) reviewed the findings of fact for the requests. The full list of findings and comments are found in the draft minutes of the PZB meeting of June 22, 2021. An excerpt from the draft minutes is attached.

**PZB Review:** The PZB held a public hearing with due notice on June 22, 2021 to consider the proposed project and requests, and to vote on a recommendation to the City Council. Representatives for the petitioner presented the development and touted their experience as a nationwide and regional homebuilder. They highlighted images of proposed building and site design, and described the size and layout of the various townhouse units in the development. They covered various issues such as parking spaces, circulation, stormwater management, and open and recreational space, while emphasizing how they believe the development would align with a vision for Des Plaines overall and the Oakton-Lee area in the 2019 Comprehensive Plan. They argued the development would bolster the City's pursuit of a new Metra station at the intersection of Oakton Street and the Canadian National (CN) rail line (North Central Service).

PZB members asked about the number of stories in the proposed units and their floor plans; their estimated price points; the height of the proposed fence at the rear (north) lot line and all other planting and screening

methods; the location of the northernmost set of townhouse buildings and the stormwater detention basin; and the amount of fenestration on buildings in the northern part of the development. One member suggested the height of the rear fence be increased from the proposed eight (8) feet. Another member suggested the stormwater detention basin could be sited in the northern portion of the property, allowing some townhouse units to shift farther away from the lot line. A third member offered that the amount of fenestration and style of windows could be adjusted on the north facades of the buildings nearest to the north lot line to enhance privacy among residents. The petitioner responded that the townhouse would be two full stories and that M/I Homes is considering single-story townhouses in some of its other projects but not this one. They further responded that there are five different unit layouts and expected sale prices range from the high \$200,000s into the low \$300,000s. Regarding the siting of various buildings and stormwater detention, they stated the basin is sited at the low point of the site. They said they would review the building designs and consider a change in windows for the final submittal. Finally, a member asked Community and Economic Development (CED) staff when the traffic light at Lee Street and Forest Avenue would be installed. Staff responded by late summer 2021. Staff summarized their memorandum to the Board.

Six members of the public spoke. Five expressed concerns that the project has too many units that are generally too tall and too close to the single-family detached homes on Wicke Avenue. These members also expressed concern with anticipated traffic, disagreeing with the conclusions of the petitioner's traffic report. They expressed specific complaints about traffic at Maine West High School as well as in the vicinity of Lee and Forest. They stated pedestrian-safety concerns about crossing Oakton Street. Overall, they expressed a preference for single-family detached homes instead of townhouses. One member of public asked whether eminent domain was being used for the project (CED staff replied that it is not) and then added that a 16-foot tall fence should be at the north lot line instead of the proposed 8-foot-tall fence. The Acting Chairman gave the petitioner an opportunity to respond to concerns. The petitioner responded by pointing to traffic study conclusions. They emphasized they would be retaining many healthy mature trees, particularly at the north lot line where screening is important between the single-family neighborhood and the proposed development. They reviewed their overall planting plan and explained how they believe their site and building design is not intrusive in the north end of the development. Members of the public asked about the timeline of public meetings, approvals, and construction. The Acting Chairman, petitioner, and CED staff explained the process. If the requests obtain final approvals, the petitioner would aim to begin construction in Spring 2022.

**Recommendation and Conditions:** The PZB recommended (4-0) that the City Council approve the requests with conditions. 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.

### **Attachments**

Attachment 1: Petitioner Statement with Alternative Concept Site Plan

Attachment 2: Project Narrative

Attachment 3: Petitioner's Responses to Standards

Attachment 4: Location Map

Attachment 5: ALTA Survey

Attachment 6: Site, Landscape, and Fence Plans, updated September 21, 2021

Attachment 7: Traffic Report<sup>1</sup>

Attachment 8: Site Photos

Attachment 9: Acting Chairman Saletnik Letter from the PZB to the Mayor and City Council

Attachment 10: Excerpt from Minutes of the June 22, 2021 PZB Meeting

### **Ordinance Z-40-21**

Exhibit A: Tentative Plat of Subdivision, latest revision September 20, 2021

Exhibit B: Preliminary PUD Plat, including Building Elevations, Floor Plans, and Site Improvement Plans<sup>2</sup>

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<sup>1</sup> Without appendices. Full report available upon request to City staff.

<sup>2</sup> Overall drawings only. Full drawings are on file with the City and available upon request.



September 21, 2021

## **PETITIONER STATEMENT**

During the August 16, 2021 City Council meeting, Alderman Carla Brookman requested that the Petitioner consider relocating the stormwater detention facility from the southeast corner of the proposed Halston Market townhome development site to the northerly boundary of the site. She was informed that a linear basin designed with sufficient capacity along the northern property would provide an extra buffer between the site and the single-family home community immediately north of the site.

As a follow-up to the discussion at the August 16 City Council meeting, Petitioner and its team investigated the alternative concept proposed by Alderman Brookman in detail. A draft copy of such concept plan is included herewith. Petitioner has also prepared the following list of design and cost considerations associated with the alternative concept:

1. Construction/development considerations of alternative plan do not comport with best practices for development and construction.
  - Significant earthwork will be required to locate the stormwater facility on the highest part of the site and redirect the natural surface flow.
  - Redirecting runoff to drain from south to north into a northerly stormwater facility requires raising the entire site and sloping it toward the proposed northerly detention area.
  - Significantly more excavation, earthwork, and off-site removal of soil would be required, as opposed to placing the detention facility at the natural low point of the site.
  - If the facility were located to the north, 1,900 linear feet of larger storm sewers will be needed to direct runoff to the north rather than a more centralized facility.
  - Placing the facility at the north end of the site would also require an additional 600 linear feet of storm sewer to route the restricted release from the detention facility to discharge south into Oakton Street.
2. The alternative plan will have detrimental effects on aesthetics and other design features of the community.
  - Raising the site as described above would result in the townhomes sitting an average of 12 inches higher than what was reflected in the original proposal.
  - Atypical foundation steps/elevation changes and 700 square feet of retaining wall will be needed for the buildings fronting Oakton Street, Executive Drive and Times Drive (which will also add to the construction cost).
  - The alternate plan results in a reduction in the overall number of units from 125 to 110.
  - The alternate plan results in a reduction in the number of guest parking spaces from 59 to 37.
3. The alternative plan will have a negative impact on the City of Des Plaines.
  - The loss of 15 units will reduce projected TIF revenue by approximately \$114,000 annually, which equates to \$2.3M over the remaining life of the TIF district.
  - The parcel will remain vacant and blighted if project does not proceed.
4. The alternative plan will result in a significant increase in construction costs.
  - The plan would involve additional construction costs of at least \$781,000. The alternative plan would also result in a decrease in site improvement construction costs of approximately \$295,600. Accordingly, the net increase in construction costs will be approximately \$485,400.

The foregoing considerations render the project to be not economically viable.

On the basis of the foregoing engineering concerns and costs, the Petitioner strongly believes that the alternative plan does not comport with prudent or efficient engineering and design practices and should not be implemented. Accordingly, Petitioner requests that the City consider Petitioner's original proposal for the development of the Halston Market project as set forth in Petitioner's application.



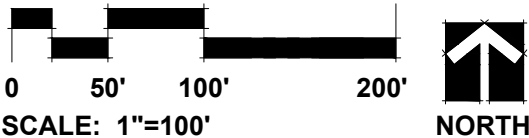


SITE DATA

LAND USE	UNITS	AREA	% OF SITE
REAR-LOAD TOWNHOMES	110	8.3	75.6%
DETENTION / PARK	-	2.7	24.4%
TOTAL	110	11.0 AC.	100.0%

PARKING

REQUIRED	
2 SPACES PER UNIT	220
COMMON GUEST SPACES (1 STALL PER 4 UNITS)	28
TOTAL REQUIRED	248
PROVIDED	
GARAGE SPACES	220
DRIVEWAY SPACES	220
COMMON GUEST SPACES	37
TOTAL	477



SITE PLAN - ALTERNATIVE  
DES PLAINES, ILLINOIS 9/13/2021



**M/I Homes  
Halston Market  
Redevelopment of +/- 11 Acres at Northeast Corner of Executive Way and Oakton Street,  
Des Plaines, Illinois**

**Project Narrative**

Applicant, M/I Homes of Chicago, LLC, requests consideration and approval of a Map Amendment and a Conditional Use Permit for a Planned Unit Development in the R-3 zoning district for the property consisting of approximately 11 acres located at the northeast corner of Executive Way and Oakton Street in Des Plaines, Illinois (the “Property”).

Applicant proposes a new 125-unit townhome residential development on the Property with associated amenities and open spaces (the “Project”). The Project will involve the construction of 23 new residential townhome buildings on the Property. Each will be a three-story building containing two-car rear-loaded garages. Each building will also have balconies and will include tastefully landscaped grass front yards. The Project will include substantial open spaces for recreation as well as for stormwater management.

The Property is currently zoned C-3 General Commercial. Applicant requests consideration and approval of a Map Amendment to modify the zoning of the Property to R-3 Townhouse Residential. Applicant also requests consideration and approval of a Conditional Use Permit for a Planned Unit Development to reflect the creative design and the future ownership structure of the Halston Market community. This development would not be possible under the strict application of the Zoning Ordinance. As a PUD, the Project will provide maximum choice in the types of environment available to the public, as recommended in the Zoning Ordinance, with efficient and prudent planning of both residential and recreational spaces.

The Property is bounded by R-1 Single Family Residential to the north, C-3 General Commercial to the west, south and east, and C-4 Regional Shopping to the east. The construction of townhomes on the Property will serve as a logical transition from the single family homes north of the Property to the commercial areas south and east of the Property.

The Project will achieve the City’s goals relative to the beautification, redevelopment and improvement of an underutilized property along the Oakton Street corridor. The Comprehensive Plan specifically recommends the revitalization of the Oakton Street corridor to address vacancies, to beautify property having an outdated appearance and to attend to property with otherwise limited redevelopment potential. The Property consists of several parcels, all of which are currently vacant, having previously been improved with surface parking lots and office buildings that have been razed. The Project will eliminate these unsightly vacant parcels of land, will modernize and enhance the portion of Oakton Street adjacent to the Property with modern townhomes and landscaping, and will generally improve and revitalize a long-underutilized portion of the City’s Oakton Street corridor.

This Project will appeal to current and future Des Plaines residents at all life stages, from millennials to empty nesters. New townhome developments, such as this Project, are a desirable housing alternative that is encouraged by the Comprehensive Plan. The Project will provide moderate density multi-family housing, which will strengthen the residential base of the City, create a safe and pleasant pedestrian environment and promote the adaptive reuse of underutilized land.

**Halston Market  
Des Plaines, Illinois**

**Responses to Standards for Map Amendments**

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

The Map Amendment rezoning the Property as R-3 PUD will serve to allow the type of development needed to achieve the City's goals set forth in the Comprehensive Plan. The Project will achieve the City's goals relative to the beautification, redevelopment and improvement of an underutilized property along the Oakton Street corridor. The Property consists of several parcels which Applicant has assembled, of which Applicant is the contract purchaser, and which qualify for consideration as a Planned Unit Development under the Zoning Code and Comprehensive Plan. The Property is currently vacant, having previously been improved with surface parking lots and office buildings that have been razed. The Comprehensive Plan recommends the revitalization of the Oakton Street corridor to address vacancies, to beautify property with outdated appearance and to attend to property with otherwise limited redevelopment potential. This Project will eliminate vacancies, will modernize and beautify the portion of Oakton Street adjacent to the Property and will redevelop and revitalize a long-underutilized parcel of land. The construction of townhomes on the Property further serves as a logical transition from the single family homes north of the Property to the commercial areas south and east of this parcel. In addition, Section 3.2.1 of the City's Comprehensive Plan states that multifamily development could be appropriate along the Oakton Street corridor and that new development should front Oakton Street with parking located in the rear where possible. This Project satisfies each of the foregoing objectives.

The Project will also achieve many of the City's objectives for housing as described in the Comprehensive Plan. The Comprehensive Plan recognizes that aging residents prefer smaller, multifamily units to continue an independent lifestyle while minimizing the obligations associated with owning larger properties, and that many millennials prefer compact housing units in higher density areas with proximity to transportation, employment centers and amenities. This Project will help retain existing residents while attracting new residents at various stages in their lives as recommended by the Comprehensive Plan.

The Comprehensive Plan specifically identifies new townhome developments, such as this Project, as a desirable housing alternative that is to be encouraged. The Project will provide moderate density multi-family housing, which will strengthen the residential base of the City, create a quality pedestrian environment and promote quality development.

2. Whether the proposed amendment is compatible with current conditions and the overall character of existing development in the immediate vicinity of the subject property.

The Map Amendment is compatible with current conditions. The Property is bounded by R-1 Single Family Residential to the north, C-3 General Commercial to the west, south and east, and C-4 Regional Shopping to the east. The R-3 zoning district is a logical and sensible transition from less dense single family uses to more intensive commercial uses.

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

All public facilities and services are readily available and will be provided to residents of the Project. The Project will include all necessary infrastructure in order that it may be served by public facilities and services. The Project has been designed to provide all necessary utilities, roadway access, drainage and refuse disposal to residents. Applicant will be responsible for the payment of impact fees to the local school district and park district as required by the Zoning Ordinance in order that residents will be able to benefit from the location of the Project within such districts.

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

There will be no adverse effect on property values in the jurisdiction as a result of the Map Amendment. Rather, property values are likely to increase as a result of their proximity to the adaptive reuse of this formerly underutilized and unsightly property. The redevelopment of the Property with quality modern townhomes and abundant landscaping will have a positive impact on the viewsheds in the community and on property values in the surrounding neighborhood as a whole due to the replacement of the former commercial buildings and surface parking lots with contemporary townhomes and landscaping.

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

The Map Amendment reflects the highest standards of sustainable development and smart growth. Not only does the use of the Property as a residential townhome development serve as a prudent use of this vacant parcel, it also satisfies the objectives of the City's Comprehensive Plan as noted in the response to standard (1) above.

**Halston Market  
Des Plaines, Illinois**

**Responses to Standards for Conditional Use Permit pursuant to Section 12-3-4(E) of the Zoning Ordinance**

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

A planned development is a conditional use established within the R-3 Townhouse Residential District as set forth in Section 12-7-2 of the Zoning Ordinance.

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

The Project conforms with the recommendations of the Comprehensive Plan. The Project will achieve the City's goals relative to the beautification, redevelopment and improvement of an underutilized property along the Oakton Street corridor. The Property consists of several parcels which Applicant has assembled, of which Applicant is the contract purchaser, and which qualify for consideration as a Planned Unit Development under the Zoning Code and Comprehensive Plan. The Property is currently vacant, having previously been improved with surface parking lots and office buildings that have been razed. The Comprehensive Plan recommends the revitalization of the Oakton Street corridor to address vacancies, to beautify property with outdated appearance and to attend to property with otherwise limited redevelopment potential. This Project will eliminate vacancies, will modernize and beautify the portion of Oakton Street adjacent to the Property and will redevelop and revitalize a long-underutilized parcel of land. The construction of townhomes on the Property further serves as a logical transition from the single family homes north of the Property to the commercial areas south and east of this parcel. In addition, Section 3.2.1 of the City's Comprehensive Plan states that multifamily development could be appropriate along the Oakton Street corridor and that new development should front Oakton Street with parking located in the rear where possible. This Project satisfies each of the foregoing objectives.

The Project will also achieve many of the City's objectives for housing as described in the Comprehensive Plan. The Comprehensive Plan recognizes that aging residents prefer smaller, multifamily units to continue an independent lifestyle while minimizing the obligations associated with owning larger properties, and that many millennials prefer compact housing units in higher density areas with proximity to transportation, employment centers and amenities. This Project will help retain existing residents while attracting new residents at various stages in their lives as recommended by the Comprehensive Plan.

The Comprehensive Plan specifically identifies new townhome developments, such as this Project, as a desirable housing alternative that is to be encouraged. The Project will provide moderate density multi-family housing, which will strengthen the residential base of the City, create a quality pedestrian environment and promote quality development.

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

The Project has been designed and will be constructed, operated and maintained in a manner that is harmonious and appropriate with existing properties in the general vicinity, and specifically, will



be harmonious and appropriate with the intended character of the vicinity as described in the Comprehensive Plan. Please see response to CUP standard (2) above.

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

The Project poses no hazards, will not create unpleasant sights, sounds or smells and will not disturb existing neighboring uses.

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

The Project will include all necessary infrastructure in order that it may be served by public facilities and services. The Project has been designed to provide all necessary utilities, roadway access, drainage and refuse disposal to residents. Applicant will be responsible for the payment of impact fees to the local school district and park district as required by the Zoning Ordinance.

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

Applicant will be solely responsible for the expense of public facilities associated with the Project. The Project will have a positive impact on the economic welfare of the community by providing additional property tax revenues and a broader consumer base for local businesses.

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

The Project will not involve any of the foregoing.

8. The proposed conditional use provides vehicular access to the property which will be designed so as not to create an interference with traffic on surrounding public thoroughfares.

The Project will provide vehicular access via Executive Way and Times Drive (each of which will be renamed). The volume of traffic entering and exiting the Property will be low and will not create substantial interference with traffic on Oakton Street or other public thoroughfares.

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

There are no natural, scenic or historic features on the Property that will be destroyed, lost or damaged as a result of the Project.

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

The Project will comply with the Zoning Ordinance in all respects, as modified pursuant to the proposed Planned Unit Development.

**Halston Market  
Des Plaines, Illinois**

**Responses to Standards for Planned Unit Development**

a. The proposed Halston Market redevelopment is consistent with the stated purpose of the planned unit development regulations set forth in Zoning Ordinance Section 12-3-5(A). Specifically, subsection A states that planned unit developments may be permitted in order to provide:

i. A maximum choice in the types of environment available to the public by allowing a development that would not be possible under the strict application of the other sections of this title.

The Project will provide additional choices in the types of residences available to prospective residents of the City by delivering quality alternatives to single-family housing and rental housing for individuals and families at all stages of their lives.

ii. Permanent preservation of common open space and recreation areas and facilities.

The Project will deliver common open space throughout the Property including grassy areas, landscaped areas and sidewalks for pedestrian use.

iii. A pattern of development to preserve natural vegetation, topographic and geologic features.

The Property currently consists of surface parking lots and former building sites. The landscaping to be installed at the Project will be new and of excellent quality with an eye to longevity. Topographic and geologic features will not be substantially impacted other than typical mass grading.

iv. A creative approach to the use of land and related physical facilities that results in better development and design and the construction of aesthetic amenities.

The Project involves a creative and adaptive reuse of a former commercial parcel that currently lies vacant with only surface parking lots. The design maximizes the architectural interest of the Project by ensuring that the front of the townhomes is outward-facing and street-facing. The design incorporates green space, significant landscaping and walking paths and will be a radical improvement over the mass of paved areas that currently occupies the site.

v. An efficient use of the land resulting in more economic networks of utilities, streets and other facilities.

The Project will function as an efficient use of the 11 acres of land with a well-designed layout of homes, streets and green spaces. Residents will enjoy easy access to modern homes combined with vastly improved green spaces and landscaped areas.

vi. A land use which promotes the public health, safety and general welfare.

The use of the Property as a residential townhome development will promote the public health, safety and welfare by providing safe, quality housing at a price point that is appealing to a wide

variety of Des Plaines residents. The Project will provide low maintenance housing for residents who wish to age in place in Des Plaines without the burden of single family homeownership and will provide an entry into real estate ownership for younger buyers.

b. The Project meets the requirements and standards of the planned unit development regulations, with the proposed modifications set forth in this application. Specifically:

i. Bulk exceptions:

In accordance with Section 12-3-5(C) of the Zoning Ordinance, Applicant is requesting exceptions to the bulk regulations for the R-3 zoning district. Specifically, Applicant proposes that the townhome units will be individually platted with zero setbacks around the sides of each such platted lot. All areas around the townhome buildings will constitute common area outlots that will be subject to maintenance by the townhome owners' association. In order to provide this low-maintenance lifestyle for homeowners, and because the units are attached, it is not possible or necessary within this development to have lot widths beyond the exterior walls of the units. Zero setbacks and lot widths also ensure that the Association will have full responsibility for exterior home and lot maintenance, thereby assuring consistency and quality.

ii. Perimeter yards:

Please see response to PUD standard (b)(i) above.

iii. Compatibility:

The Project will not have a detrimental influence upon surrounding properties. Rather, it will improve the condition of the overall community and will have a positive impact on the Oakton Street corridor and the greater neighborhood.

iv. Parking:

The Project meets Zoning Code requirements for the R-3 zoning district by providing two parking spaces per dwelling unit plus one guest space for every four dwelling units.

v. Traffic:

The Project has been designed to provide for safe ingress and egress from the community and from the homes within the community. The project has been sensibly designed to minimize traffic congestion in the public streets by providing for two points of ingress and egress.

vi. General design: The PUD shall not be designed as to be detrimental to or endanger the public health, safety, morals, comfort or general welfare.

The use of the Property as a residential townhome development will promote the public health, safety and welfare by providing safe, quality housing at a price point that is appealing to a wide variety of Des Plaines residents. The Project will provide low maintenance housing for residents who wish to age in place in Des Plaines without the burden of single family homeownership and will provide an entry into real estate ownership for younger buyers. The project has been designed to offer modern architectural with spacious and extremely functional interiors, enhanced landscaping and abundant open space.

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

Please see responses to PUD standard (b) above. The departures from R-3 regulations contribute to both the design of the community and the townhome ownership structure. The townhome owners will own their individually platted residence, and all areas outside of their residence will be common area outlots that are to be maintained by the townhome owner's association. This structure is in the best interest of the residents of the community because it eliminates the burden of maintenance for residents who either lack time or ability to maintain these areas.

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

The Project provides for all necessary public services, from utilities to traffic. The project includes all infrastructure required to provide utilities and services to residents. Each unit will have access to common open space and will enjoy abundant light and air. The Project has been designed for residents to enjoy outdoor recreation both on the many interconnected sidewalks within the community and in the greater vicinity, as well as within the outlots. The Project will provide visual enjoyment both via the architectural interest of the townhomes and the abundant landscaping.

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

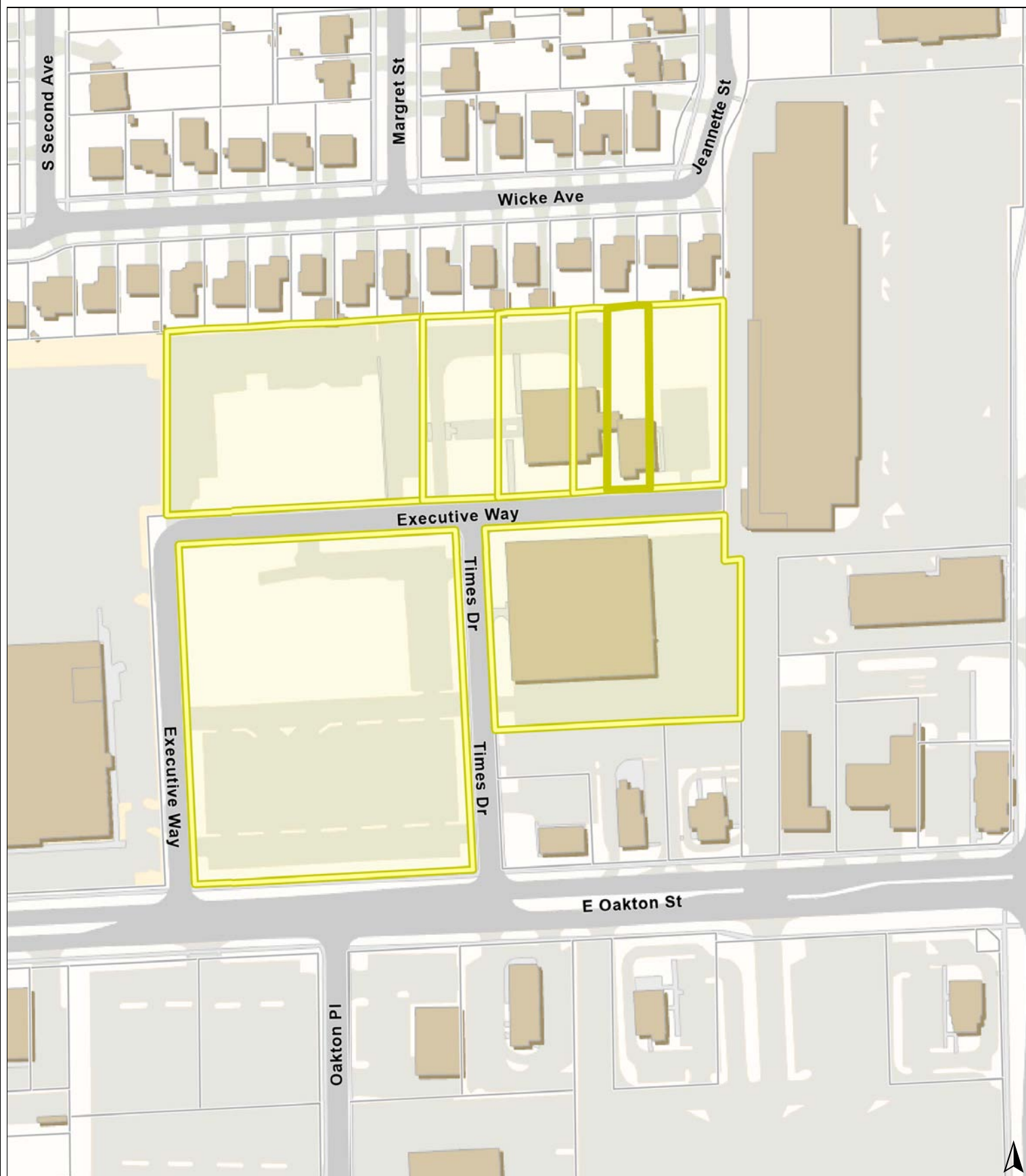
The Project will be tremendously beneficial to adjacent properties and the neighborhood. The Property is currently underutilized and is an eyesore. The redevelopment of the Property with quality modern townhomes and abundant landscaping will have a positive impact on the viewsheds in the community and on property values in the surrounding neighborhood as a whole due to the replacement of the former commercial buildings and surface parking lots with contemporary townhomes and landscaping.

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

The Project will vastly improve the physical condition of the Property, which will have a corresponding positive impact on the entire community. As noted above, the property tax base will increase as a result of having additional homes in the community, and the new residents will provide an additional consumer base for local businesses. In combination, these factors will have a positive economic impact on the community.

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

Please see response to CUP standard (2) above.



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Print Date: 6/14/2021

Notes

Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

LEGAL DESCRIPTION CONTAINED IN ALTA COMMITMENT  
FOR TITLE INSURANCE, FILE NO. 3058516  
COMMITMENT DATE SEPTEMBER 4, 2020

PARCEL 1:

LOT 8 IN FIRST ADDITION TO OAK LEAF COMMONS-OFFICE PLAZA, BEING A RESUBDIVISION OF LOT 7 IN OAK LEAF COMMONS-OFFICE PLAZA, BEING A RESUBDIVISION OF PART OF LOTS 5 AND 6 IN CARL LAGERHAUSEN ESTATE DIVISION, AND PART OF LOT 1 IN WILLIAM LAGERHAUSEN DIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 11, 1967 AS DOCUMENT LR2307695, ALL IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 7 IN FIRST ADDITION TO OAK LEAF COMMONS OFFICE PLAZA, BEING A RESUBDIVISION OF LOT 7 IN OAK LEAF COMMONS OFFICE PLAZA, BEING A RESUBDIVISION OF PART OF LOTS 5 AND 6 IN CARL LAGERHAUSEN ESTATE DIVISION, AND PART OF LOT 1 IN WILLIAM LAGERHAUSEN DIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 11, 1967 AS DOCUMENT LR2307695, ALL IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALTA COMMITMENT FOR TITLE INSURANCE, FILE NO. 3058516  
COMMITMENT DATE SEPTEMBER 4, 2020  
TITLE COMMITMENT SCHEDULE B NOTES:

THIS SURVEY REFLECTS MATTERS OF TITLE AS SHOWN IN FIRST AMERICAN TITLE INSURANCE COMPANY - ALTA COMMITMENT FOR TITLE INSURANCE, FILE NO. 3058516, COMMITMENT DATE SEPTEMBER 4, 2020.

NOTES CORRESPONDING TO NUMBERED EXCEPTIONS IN SCHEDULE B OF TITLE COMMITMENT:

19. BUILDING SETBACK LINE(S) AS SHOWN ON THE PLAT OF OAK LEAF COMMONS-OFFICE PLAZA RECORDED DECEMBER 17, 1964 AS DOCUMENT LR2187265, (AFFECTS THE 20 FEET OF NORTH, SOUTH, EAST AND WEST OF PARCEL 1) (SURVEYOR'S NOTE: PLOTTED HEREON, THE SOUTH AND EAST 20' OF PARCEL 1 PER DOCUMENTS LR2187265 & LR2307695, THE NORTH AND WEST 20' OF PARCEL 1 PER DOCUMENT LR2307695)

20. BUILDING SETBACK LINE(S) AS SHOWN ON THE PLAT OF FIRST ADDITION TO OAK LEAF COMMONS-OFFICE PLAZA RECORDED JANUARY 11, 1967 AS DOCUMENT LR2307695, (AFFECTS PARCEL 2 -- SEE PLAT DOCUMENT FOR EXACT LOCATION) (SURVEYOR'S NOTE: PLOTTED HEREON.)

21. EASEMENTS FOR PUBLIC UTILITIES, AS SHOWN ON THE PLAT OF OAK LEAF COMMONS-OFFICE PLAZA RECORDED DECEMBER 17, 1964 AS DOCUMENT LR2187265, (AFFECTS PARCEL 2 -- SEE RECORDED PLAT FOR PARTICULARS) (SURVEYOR'S NOTE: PLOTTED HEREON)

22. EASEMENTS FOR OVERHEAD, AS SHOWN ON THE PLAT OF SUBDIVISION RECORDED AS DOCUMENT LR2187265, (AFFECTS PARCEL 2 SEE RECORDED PLAT FOR PARTICULARS) (SURVEYOR'S NOTE: PLOTTED HEREON PER SAID DOCUMENT LR2187265, SAID DOCUMENT STATES EASEMENT IS PER DOCUMENT LR2135071, DOCUMENT LR2135071 REFERENCES CARL LAGERHAUSEN ESTATE DIVISION SUBDIVISION PLAT WHICH WE CANNOT OBTAIN AT THIS TIME BECAUSE OF COOK COUNTY RECORDER'S OFFICE RESTRICTIONS RELATED TO COVID-19 PANDEMIC)

23. EASEMENTS FOR PUBLIC UTILITIES, AS SHOWN ON THE PLAT OF FIRST ADDITION TO OAK LEAF COMMONS-OFFICE PLAZA RECORDED JANUARY 11, 1967 AS DOCUMENT LR2307695, (AFFECTS PARCEL 1 -- SEE RECORDED PLAT FOR PARTICULARS) (SURVEYOR'S NOTE: PLOTTED HEREON)

25. EASEMENT IN FAVOR OF MIDDLE STATES TELEPHONE COMPANY, COMMONWEALTH EDISON COMPANY AND NORTHERN ILLINOIS GAS COMPANY, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO, CONTAINED IN THE GRANT FILED FEBRUARY 10, 1964 AS DOCUMENT LR2135071, (SURVEYOR'S NOTE: SAID DOCUMENT REFERENCES CARL LAGERHAUSEN ESTATE DIVISION SUBDIVISION PLAT WHICH WE CANNOT OBTAIN AT THIS TIME BECAUSE OF COOK COUNTY RECORDER'S OFFICE RESTRICTIONS RELATED TO COVID-19 PANDEMIC)

26. GRANT OF EASEMENT FOR OVERHEAD RECORDED AS DOCUMENT NO. LR2135071, AND AS DISCLOSED ON PLAT RECORDED AS DOCUMENT LR2307695, AND THE TERMS AND CONDITIONS CONTAINED THEREIN, (AFFECTS PARCEL 2 -- SEE RECORDED DOCUMENT FOR PARTICULARS) (SURVEYOR'S NOTE: PLOTTED HEREON PER SAID DOCUMENT LR2307695, SAID DOCUMENT STATES EASEMENT IS PER DOCUMENT LR2135071, DOCUMENT LR2135071 REFERENCES CARL LAGERHAUSEN ESTATE DIVISION SUBDIVISION PLAT WHICH WE CANNOT OBTAIN AT THIS TIME BECAUSE OF COOK COUNTY RECORDER'S OFFICE RESTRICTIONS RELATED TO COVID-19 PANDEMIC)

27. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED AS DOCUMENT NO. LR2135072 AND ANY AMENDMENTS THERETO, AND THE TERMS AND PROVISIONS CONTAINED THEREIN, (AFFECTS PARCEL 2) (SURVEYOR'S NOTE: SAID DOCUMENT DOES NOT APPEAR TO DESCRIBE ANY EASEMENTS)

28. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED AS DOCUMENT NO. LR2187266 AND ANY AMENDMENTS THERETO, AND THE TERMS AND PROVISIONS CONTAINED THEREIN, (SURVEYOR'S NOTE: SAID DOCUMENT DOES NOT APPEAR TO DESCRIBE ANY EASEMENTS)

SURVEYORS NOTES:

- BEARINGS BASED UPON STATE PLANE COORDINATES ILLINOIS EAST ZONE.
- LAST DAY OF FIELD WORK COMPLETED 9-24-20.
- ALL UTILITIES AS SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL MEASUREMENTS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATION NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THE AREA.
- THIS SURVEY HAS BEEN PREPARED FOR USE IN CONNECTION WITH THE INSURING OF TITLE TO THE ABOVE REFERENCED PROPERTY AND IS NOT INTENDED TO BE USED FOR ANY OTHER PURPOSE.

LEGAL DESCRIPTION CONTAINED IN ALTA COMMITMENT  
FOR TITLE INSURANCE, FILE NO. 3062204  
COMMITMENT DATE SEPTEMBER 24, 2020

PARCEL 1:

LOTS 1, 2, 3 AND 4 IN OAK LEAF COMMONS - OFFICE PLAZA, BEING A RESUBDIVISION OF PART OF LOTS 5 AND 6 IN CARL LAGERHAUSEN ESTATE DIVISION, AND PART OF LOT 1 IN WILLIAM LAGERHAUSEN DIVISION, ALL IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 3 IN CATERER'S RESUBDIVISION OF LOTS 5 AND 6 IN OAK LEAF COMMONS - OFFICE PLAZA, BEING A RESUBDIVISION OF PART OF LOTS 5 AND 6 IN CARL LAGERHAUSEN ESTATE DIVISION AND PART OF LOT 1 IN WILLIAM LAGERHAUSEN DIVISION, ALL IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF FILED JULY 9, 1980 AS DOCUMENT LR3168393, IN COOK COUNTY, ILLINOIS.

ALTA COMMITMENT FOR TITLE INSURANCE, FILE NO. 3062204  
COMMITMENT DATE SEPTEMBER 24, 2020  
TITLE COMMITMENT SCHEDULE B NOTES:

THIS SURVEY REFLECTS MATTERS OF TITLE AS SHOWN IN FIRST AMERICAN TITLE INSURANCE COMPANY - ALTA COMMITMENT FOR TITLE INSURANCE COMPANY, FILE NO. 3062204, COMMITMENT DATE SEPTEMBER 24, 2020.

NOTES CORRESPONDING TO NUMBERED EXCEPTIONS IN SCHEDULE B OF TITLE COMMITMENT:

29. BUILDING SETBACK LINE(S) AS SHOWN ON THE PLAT OF OAK LEAF COMMONS-OFFICE PLAZA, RECORDED AS DOCUMENT LR2187265, (AFFECTS OVER THE SOUTH 20 FEET OF LOTS 1, 2, 3 AND 4 OF PARCEL 1 AND THE NORTH 20 FEET OF UNDERLYING LOT 5 AND THE WEST 20 FEET OF UNDERLYING LOT 6 OF PARCEL 2) (SURVEYOR'S NOTE: PLOTTED HEREON.)

30. BUILDING SETBACK LINE(S) AS SHOWN ON THE PLAT OF CATERER'S RESUBDIVISION RECORDED AS DOCUMENT LR3168393, (AFFECTS THE WEST 20 FEET AND THE NORTH 20 FEET IN PARCEL 2) (SURVEYOR'S NOTE: PLOTTED HEREON.)

31. EASEMENTS FOR PUBLIC UTILITIES, AS SHOWN ON THE PLAT OF OAK LEAF COMMONS-OFFICE PLAZA, RECORDED AS DOCUMENT LR2187265, (AFFECTS THE NORTH 5 FEET AND THE SOUTH 13 FEET OF LOTS 1, 2, 3 AND 4 OF PARCEL 1 AND THE NORTH 13 FEET OF UNDERLYING LOT 5 AND THE WEST 13 FEET AND THE EAST 23 FEET OF UNDERLYING LOTS 5 AND 6 OF PARCEL 2) (SURVEYOR'S NOTE: PLOTTED HEREON.)

32. EASEMENTS FOR PUBLIC UTILITIES, AS SHOWN ON THE PLAT OF CATERER'S RESUBDIVISION RECORDED AS DOCUMENT LR3168393, (AFFECTS THE WEST 13 FEET, THE NORTH 13 FEET, THE EAST 15 FEET OF THE NORTH 74.14 FEET, AND THE EAST 23 FEET OF THE SOUTH 212.20 FEET OF PARCEL 2) (SURVEYOR'S NOTE: PLOTTED HEREON.)

33. TERMS AND CONDITIONS OF THE EASEMENT PROVISIONS NOTED ON THE PLAT OF OAK LEAF COMMONS-OFFICE PLAZA, RECORDED AS DOCUMENT LR2187265, (AFFECTS PARCEL 1) (SURVEYOR'S NOTE: NOT A PLOTTABLE SURVEY MATTER)

34. TERMS AND CONDITIONS OF THE EASEMENT PROVISIONS NOTED ON THE PLAT OF CATERER'S RESUBDIVISION RECORDED AS DOCUMENT LR3168393, (AFFECTS PARCEL 2) (SURVEYOR'S NOTE: NOT A PLOTTABLE SURVEY MATTER)

35. RECITAL AS SHOWN ON THE PLAT OF CATERER'S RESUBDIVISION RECORDED AS DOCUMENT LR3168393: "EASEMENTS SHOWN HEREON ARE ALSO FOR MUNICIPAL SEWER AND WATER LINES AND STORM DRAINAGE," (AFFECTS PARCEL 2) (SURVEYOR'S NOTE: NOT A PLOTTABLE SURVEY MATTER)

36. PLAT OF EASEMENT FOR PUBLIC UTILITIES TO INCLUDE SEWER, WATER, GAS, ELECTRIC AND TELEPHONE GRANTED TO MIDDLE STATES TELEPHONE COMPANY, COMMONWEALTH EDISON COMPANY AND NORTHERN ILLINOIS GAS COMPANY RECORDED AS DOCUMENT NO. LR2135071, AND THE TERMS AND CONDITIONS CONTAINED THEREIN, (AFFECTS THE EAST 15 FEET OF LOT 4 OF PARCEL 1 AND THE EAST 15 FEET OF THE NORTH 74.14 FEET OF UNDERLYING LOT 5 OF PARCEL 2) (SURVEYOR'S NOTE: PLOTTED HEREON, SAID DOCUMENT REFERENCES CARL LAGERHAUSEN ESTATE DIVISION SUBDIVISION PLAT WHICH WE CANNOT OBTAIN AT THIS TIME BECAUSE OF COOK COUNTY RECORDER'S OFFICE RESTRICTIONS RELATED TO COVID-19 PANDEMIC)

37. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED AS DOCUMENT NO. LR2135072 AND ANY AMENDMENTS THERETO, AND THE TERMS AND PROVISIONS CONTAINED THEREIN, (SURVEYOR'S NOTE: NOT A PLOTTABLE SURVEY MATTER)

38. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED AS DOCUMENT NO. LR2187266 AND ANY AMENDMENTS THERETO, AND THE TERMS AND PROVISIONS CONTAINED THEREIN, (SURVEYOR'S NOTE: NOT A PLOTTABLE SURVEY MATTER)

TITLE COMMITMENT TABLE A NOTES:

- PROPERTY MONUMENTS AT ALL PROPERTY CORNERS SHOWN HEREON.
- ADDRESS NUMBER OBSERVED DURING FIELD WORK: NONE OBSERVED.
- THIS PROPERTY IS LOCATED IN ZONE X, AREA OF MINIMAL FLOOD HAZARD AS DETERMINED BY SCALE MEASUREMENT UPON THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP NO. 17031C0219J, MAP REVISED AUGUST 19, 2008.
- LAND AREA:  
  
TITLE COMMITMENT \*3058516  
PARCEL 1 - 84,397 SQUARE FEET, MORE OR LESS OR 1.94 ACRES, MORE OR LESS  
PARCEL 2 - 107,103 SQUARE FEET, MORE OR LESS OR 3.91 ACRES, MORE OR LESS  
TOTAL: 254,500 SQUARE FEET, MORE OR LESS OR 5.85 ACRES, MORE OR LESS  
  
TITLE COMMITMENT \*3062204  
PARCEL 1 - 97,851 SQUARE FEET, MORE OR LESS OR 2.25 ACRES, MORE OR LESS  
PARCEL 2 - 87,800 SQUARE FEET, MORE OR LESS OR 2.02 ACRES, MORE OR LESS  
TOTAL: 185,741 SQUARE FEET, MORE OR LESS OR 4.26 ACRES, MORE OR LESS  
  
TOTAL OF PROPERTY SUREYED: 440,241 SQUARE FEET, MORE OR LESS OR 10.11 ACRES, MORE OR LESS.
- SUBSTANTIAL FEATURES SHOWN HEREON.
- DISTANCE TO THE NEAREST INTERSECTING STREET SHOWN HEREON.
- SITE IS CURRENTLY VACANT, NO EVIDENCE OF RECENT EARTHWORK OR BUILDING CONSTRUCTION WAS OBSERVED DURING THE PROCESS OF CONDUCTING THE FIELD WORK.

TO:  
M/I HOMES OF CHICAGO, LLC  
FIRST AMERICAN TITLE INSURANCE COMPANY

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK )  
  
WE, THOMSON SURVEYING LTD., ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 184-002768 CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS" JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 8, 14, & 16 OF TABLE "A" THEREOF.  
GIVEN UNDER MY HAND AND SEAL THIS X DAY OF OCTOBER A.D., 2020 AT ROSEMONT, ILLINOIS.

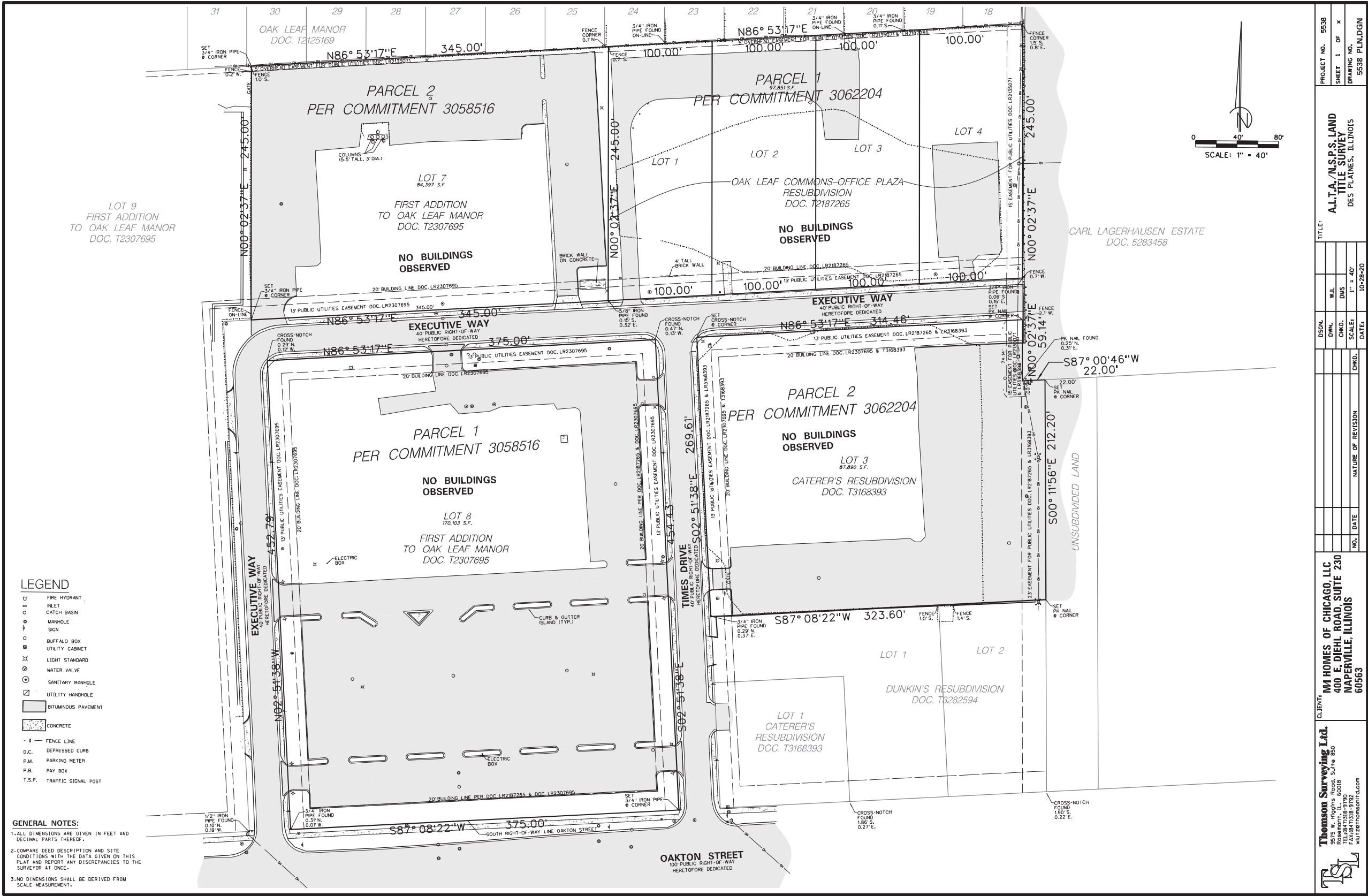
DRAFT COPY  
FOR REVIEW 10-28-20  
PURPOSES ONLY

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.  
WALTER J. LUTZ  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3576  
MY LICENSE EXPIRES NOVEMBER 30, 2022  
DESIGN FIRM LICENSE EXPRES APRIL 30, 2021



PROJECT NO. 5538	SHEET 2 OF 2	DRAWING NO. 5538 PLN.DGN	TITLE*  ALTA/NSPS LAND TITLE SURVEY DES PLAINES, ILLINOIS				
DESIGN.	DRAW.	CHKD.	SCALE	DATE	NATURE OF REVISION	NO.	DATE
CLIENT: M/I HOMES OF CHICAGO, LLC 400 E. DIEHL ROAD, SUITE 230 NAPERVILLE, ILLINOIS 60563							
Thomson Surveying Ltd. 9575 W. Higgins Road, Suite 850 NAPERVILLE, IL 60563 TEL: 630.847.9750 FAX: 630.847.9750 www.thomsonsurveying.com							





PROJECT NO. 5538		SHEET 1 OF 1		DRAWING NO. 5538 PLINDON	
TITLE: A.L.T.A./N.S.P.S. LAND TITLE SURVEY		N.E.L. D.M.S. SCALE: 1" = 40'		DATE: 10-28-20	
CLIENT: MI HOMES OF CHICAGO, LLC		NATURE OF REVISION		NO. DATE	
400 E. DIEHL ROAD, SUITE 230					
NAPERVILLE, ILLINOIS 60563					
Thomson Surveying Ltd.					
3000 S. Rte 850					
NAPERVILLE, IL 60563					
TEL: 630/731-5790					
FAX: 630/731-5790					
WWW.THOMSONSURVEYING.COM					



Preliminary Landscape Plan

# HALSTON MARKET

Des Plaines, Illinois  
September 21, 2021

CONSULTANTS:



LANDSCAPE ARCHITECT:  
GARY R. WEBER ASSOCIATES, INC  
402 W. LIBERTY DRIVE  
WHEATON, ILLINOIS 60187



CIVIL ENGINEER:  
CAGE CIVIL ENGINEERING  
3110 WOODCREEK DRIVE  
DOWNERS GROVE, ILLINOIS 60515



LOCATION MAP  
SCALE: 1"=150'

INDEX OF SHEETS

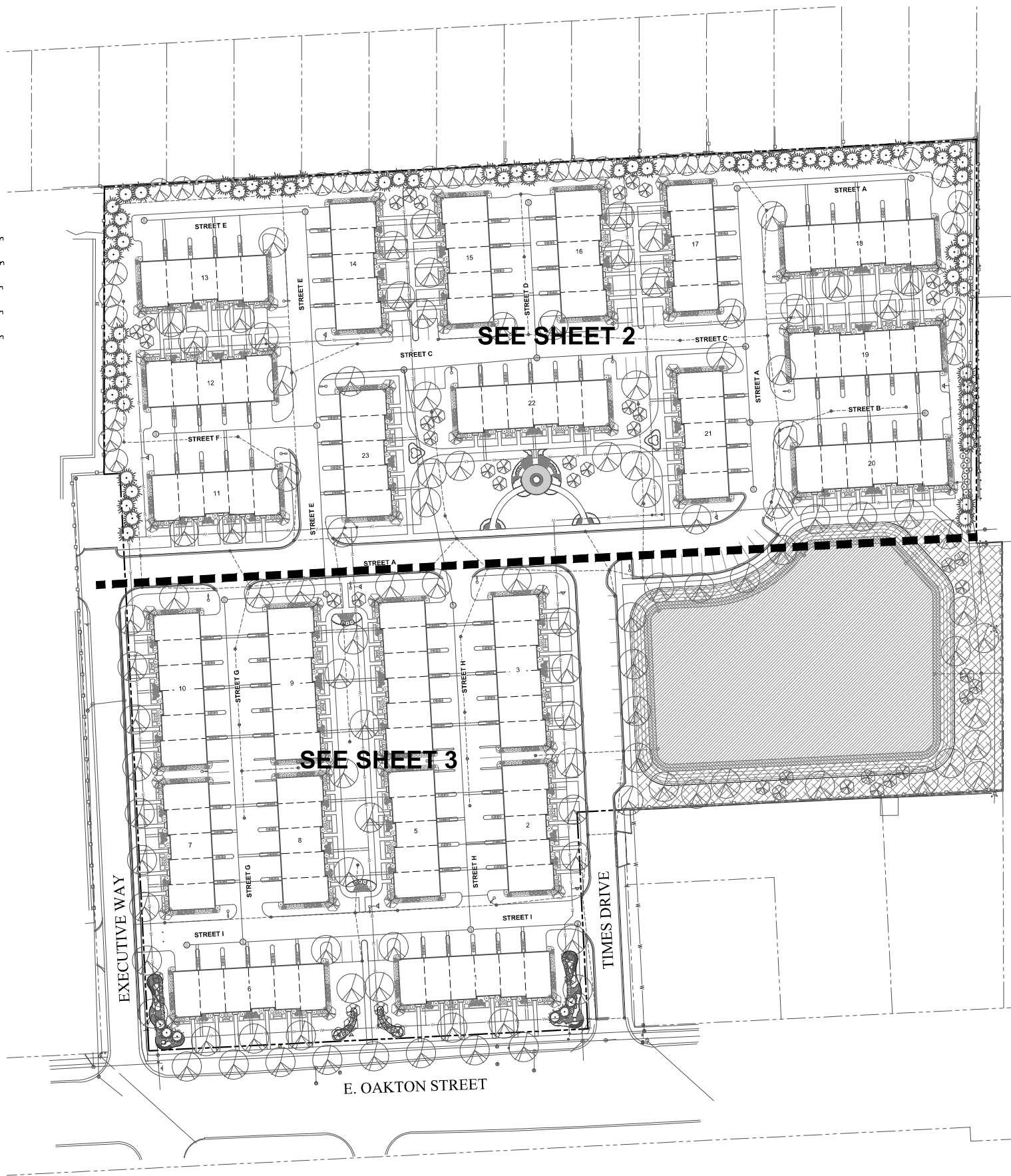
SHEET NO.	DESCRIPTION
0	COVER SHEET
1	OVERALL LANDSCAPE PLAN
2	LANDSCAPE PLAN
3	LANDSCAPE PLAN
4	TYPICAL FOUNDATION LANDSCAPE PLANS
5	MONUMENT DETAILS
6	TREE REMOVAL PLAN
7	LANDSCAPE SPECIFICATIONS





REPRESENTATIVE PLANT LIST

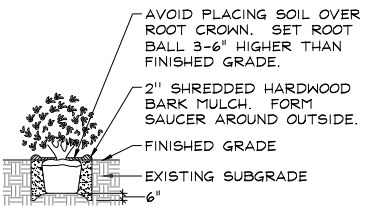
Key	Botanical/Common Name	Size	Remarks
	SHADE TREES		
	Acer x freemanii AUTUMN BLAZE MAPLE	2 1/2" Cal.	
	Celtis occidentalis COMMON HACKBERRY	2 1/2" Cal.	
	Gleditsia triacanthos inermis 'Skyline' SKYLINE HONEYLOCUST	2 1/2" Cal.	
	Quercus bicolor SWAMP WHITE OAK	2 1/2" Cal.	
	ORNAMENTAL TREES		
	Tilia americana 'McSentry' SENTRY AMERICAN LINDEN	2 1/2" Cal.	
	Ulmus carpinifolia 'Regal' REGAL SMOOTHLEAF ELM	2 1/2" Cal.	
	Amelanchier grandiflora APPLE SERVICEBERRY	6' Tall	Multi-stem
	Betula nigra RIVER BIRCH	6' Tall	Multi-stem
	EVERGREEN TREES		
	Abies concolor WHITE FIR	6' Tall	
	Picea glauca 'Densata' BLACK HILLS SPRUCE	6' Tall	
	Picea pungens GREEN COLORADO SPRUCE	6' Tall	
	Thuja occidentalis 'Techny' MISSION ARBORVITAE	6' Tall	
	DECIDUOUS SHRUBS		
	Cornus sericea 'Baileyi' BAILEY'S REDTWIG DOGWOOD	36" Tall	5' O.C.
	Cotoneaster acutifolia PEKING COTONEASTER	36" Tall	4' O.C.
	Spiraea betulifolia 'Tor' BIRCHLEAF SPIREA	24" Tall	3' O.C.
	Syringa meyeri 'Palibin' DWARF KOREAN LILAC	24" Tall	4' O.C.
	EVERGREEN SHRUBS		
	Juniperus chinensis v. sargentii 'Viridis' GREEN SARGENT JUNIPER	24" Wide	5' O.C.
	Juniperus chinensis 'Seagreen' SEA GREEN JUNIPER	24" Wide	4' O.C.
	Juniperus chinensis 'Kallay Compact' KALLAY COMPACT PFITZER JUNIPER	24" Wide	4' O.C.
	Taxus x media 'Densiformis' DENSE YEW	24" Wide	4' O.C.
	PERENNIALS AND ORNAMENTAL GRASSES		
	Coreopsis verticillata 'Zagreb' ZAGREB COREOPSIS	#1	18" O.C.
	Hosta sieboldiana 'Frances Williams' FRANCES WILLIAMS HOSTA	#1	24" O.C.
	Hemerocallis 'Happy Returns' HAPPY RETURNS DAYLILY	#1	18" O.C.
	Liatris spicata 'Kobold' BLAZING STAR	#1	18" O.C.
	GROUNDCOVERS		
	Euonymus fortunei var. 'Coloratus' PURPLELEAF WINTERCREEPER	#SP4	12" O.C.
	Vinca minor 'Dart's Blue' DART'S BLUE PERIWINKLE	#SP4	12" O.C.



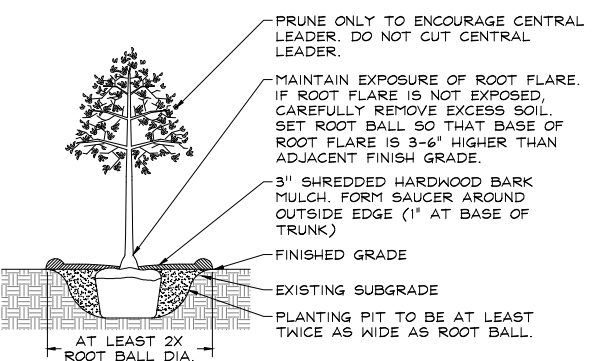
PLANTING DETAILS



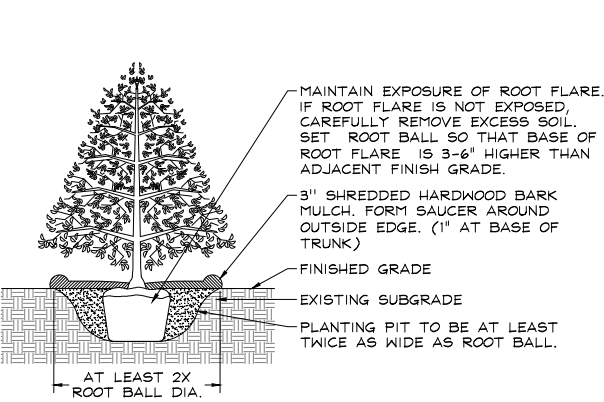
PERENNIALS AND GROUNDCOVERS



DECIDUOUS AND EVERGREEN SHRUBS



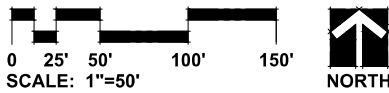
DECIDUOUS TREES



EVERGREEN TREES

GENERAL NOTES

- Contractor shall verify underground utility lines and is responsible for any damage.
- Contractor shall verify all existing conditions in the field prior to construction and shall notify landscape architect of any variance.
- Material quantities shown are for contractors convenience only. The Contractor must verify all material and supply sufficient materials to complete the job per plan.
- The landscape architect reserves the right to inspect trees and shrubs either at place of growth or at site before planting, for compliance with requirements of variety, size and quality.
- Work shall conform to American Standard for Nursery Stock, State of Illinois Horticultural Standards, and Local Municipal requirements.
- Contractor shall secure and pay for all permits, fees, and inspections necessary for the proper execution of this work and comply with all codes applicable to this work.
- See General Conditions and Specifications for landscape work for additional requirements.



**GARY R. WEBER ASSOCIATES, INC.**  
LAND PLANNING  
BIOLOGICAL CONSULTING  
LANDSCAPE ARCHITECTURE  
402 W. LIBERTY DRIVE  
WEBSTER, ILLINOIS 60591  
PHONE: 630-668-7197

CLIENT

**M/I HOMES**  
400 E. DIEHL ROAD, SUITE 230  
NAPERVILLE, IL 60563

ENGINEER

**CAGE CIVIL ENGINEERING**  
3110 WOODCREEK DRIVE  
DOWNERS GROVE, IL 60515

HALSTON MARKET  
DES PLAINES, ILLINOIS  
OVERALL LANDSCAPE PLAN

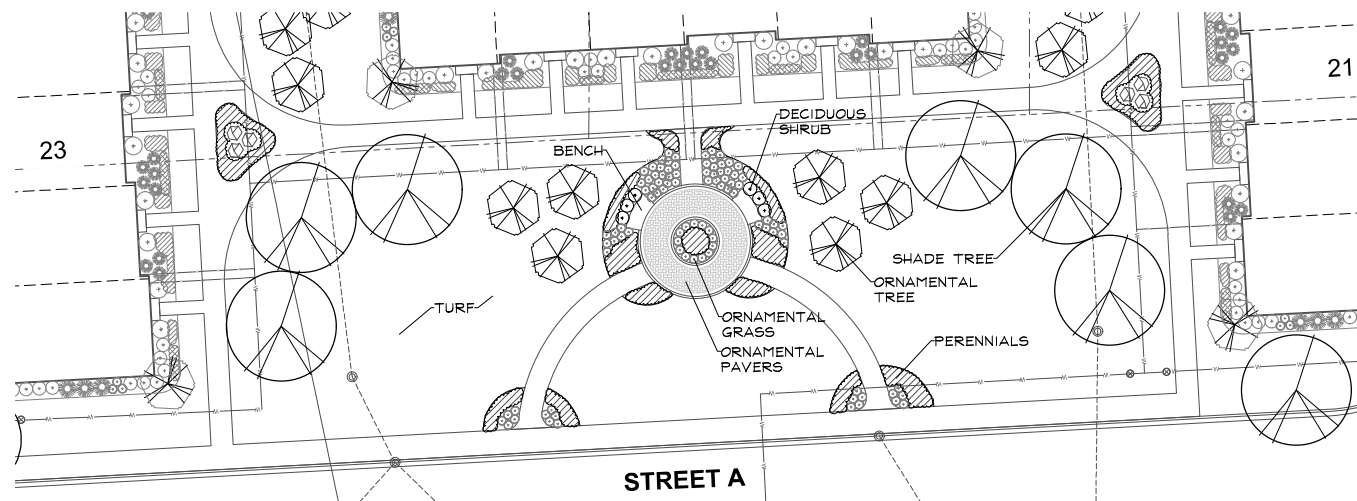
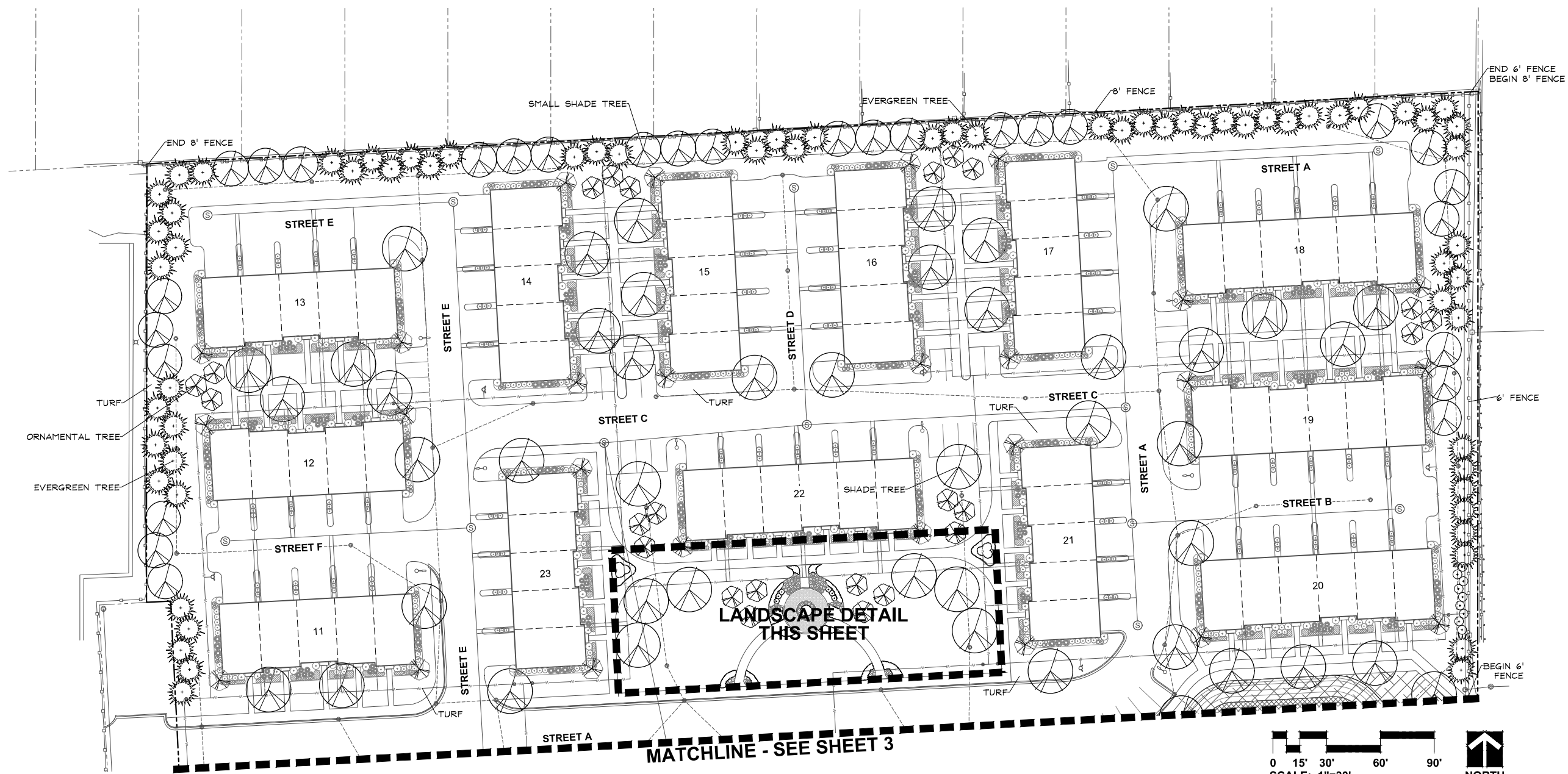
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2	8.24.2021
1	7.01.2021

REVISIONS

DATE	5.21.2021
PROJECT NO.	MI20179
DRAWN	JLT
CHECKED	MGM
SHEET NO.	







#### NATIVE AREA LEGEND

Key	Description
	EMERGENT PLANTINGS
	WET MEADOW SEED MIX
	LOW PROFILE PRAIRIE SEED MIX

## HALSTON MARKET

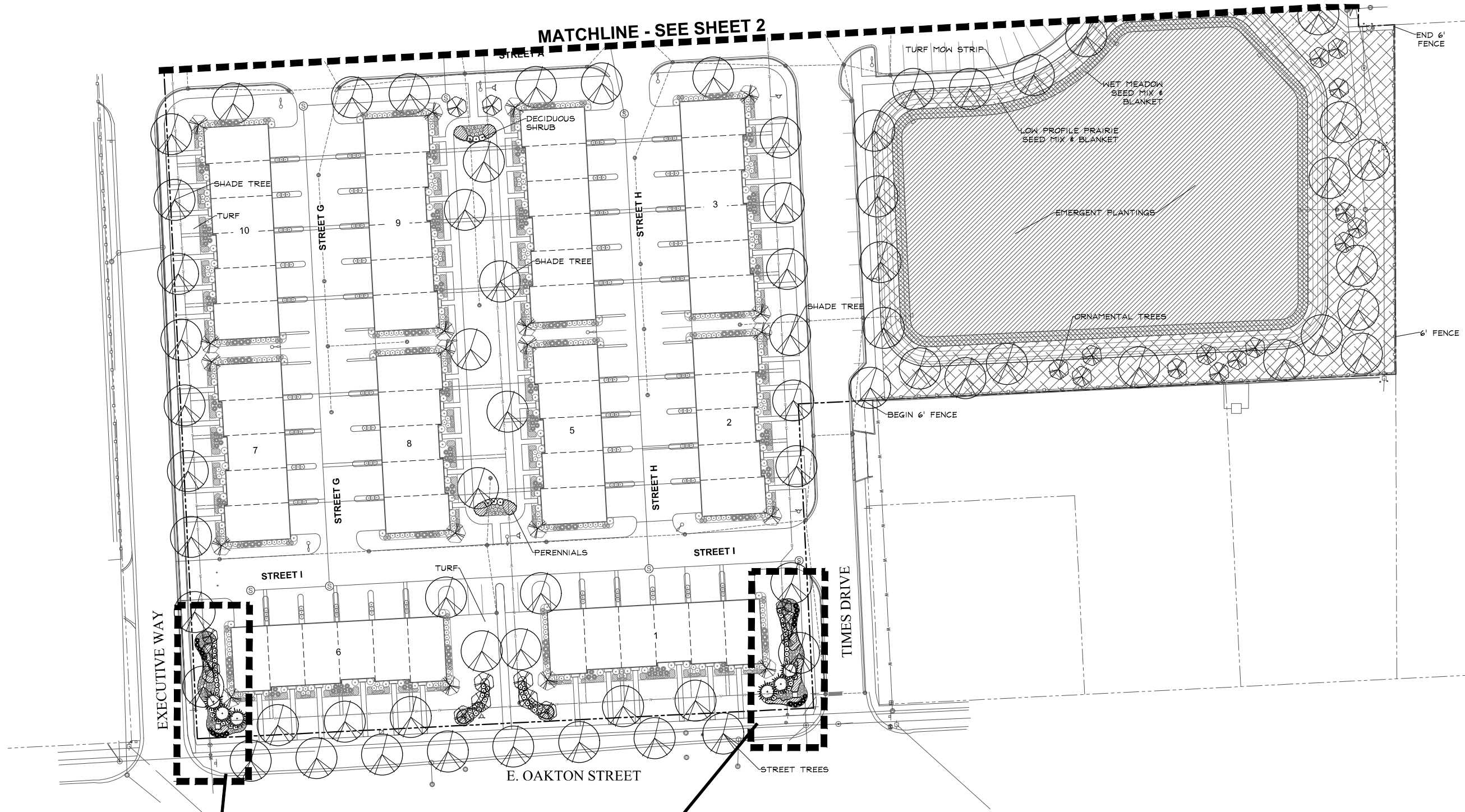
DES PLAINES, ILLINOIS

## LANDSCAPE PLAN

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1	7.01.2021

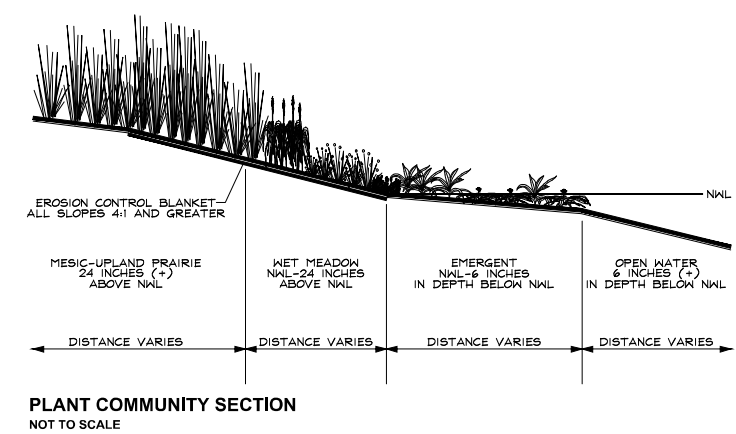
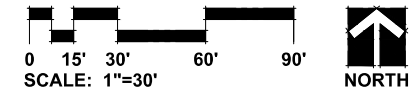
#### REVISIONS

DATE	5.21.2021
PROJECT NO.	M20179
DRAWN	JLT
CHECKED	MGM
SHEET NO.	



WEST PIER MONUMENT SEE  
DETAIL SHEET 5

EAST PIER MONUMENT SEE  
DETAIL SHEET 5



**NATIVE AREA LEGEND**

Key	Description
	EMERGENT PLANTINGS
	WET MEADOW SEED MIX
	LOW PROFILE PRAIRIE SEED MIX

**GR WA**  
**GARY R. WEBER ASSOCIATES, INC.**  
 LAND PLANNING  
 BIOLOGICAL CONSULTING  
 LANDSCAPE ARCHITECTURE  
 402 W. LIBERTY DRIVE  
 WEBSTER, ILLINOIS 60092  
 PHONE: 630-668-7197

CLIENT  
**M/I HOMES**  
 400 E. DIEHL ROAD, SUITE 230  
 NAPERVILLE, IL 60563  
 ENGINEER  
**CAGE CIVIL ENGINEERING**  
 3110 WOODCREEK DRIVE  
 DOWNERS GROVE, IL 60515

**HALSTON MARKET**  
 DES PLAINES, ILLINOIS  
**LANDSCAPE PLAN**

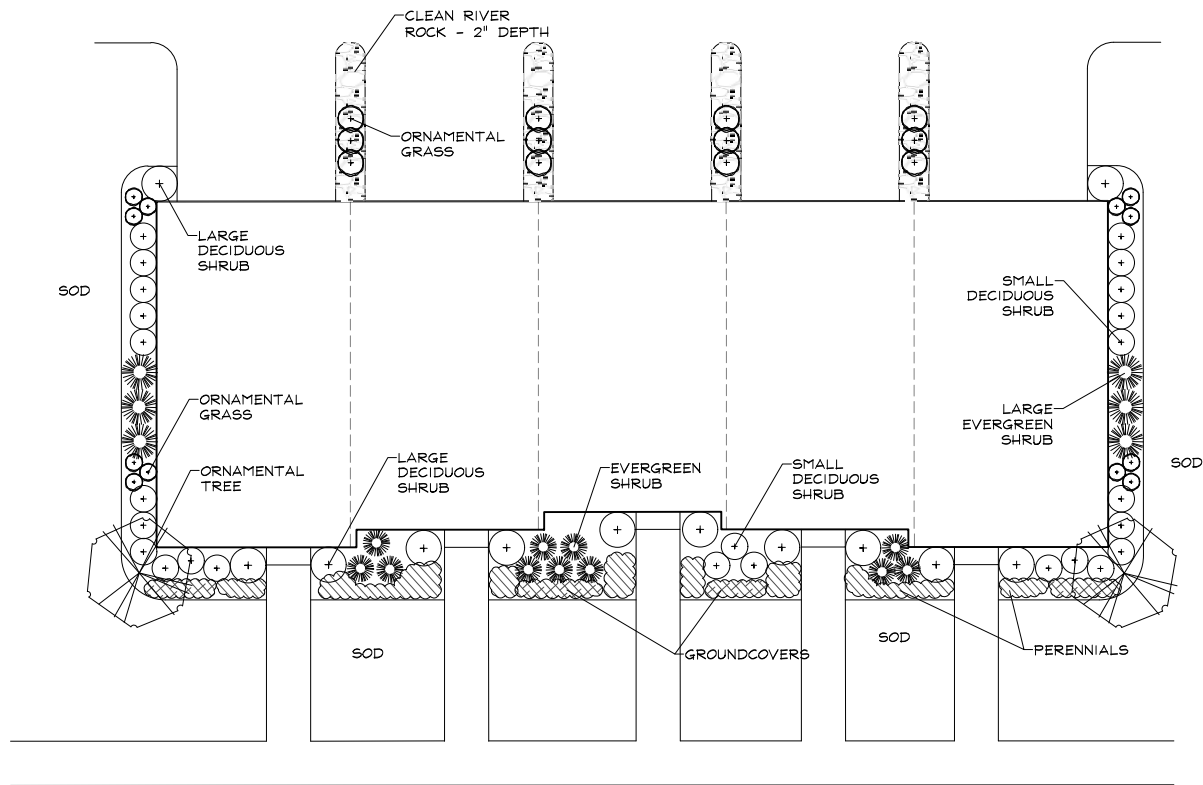
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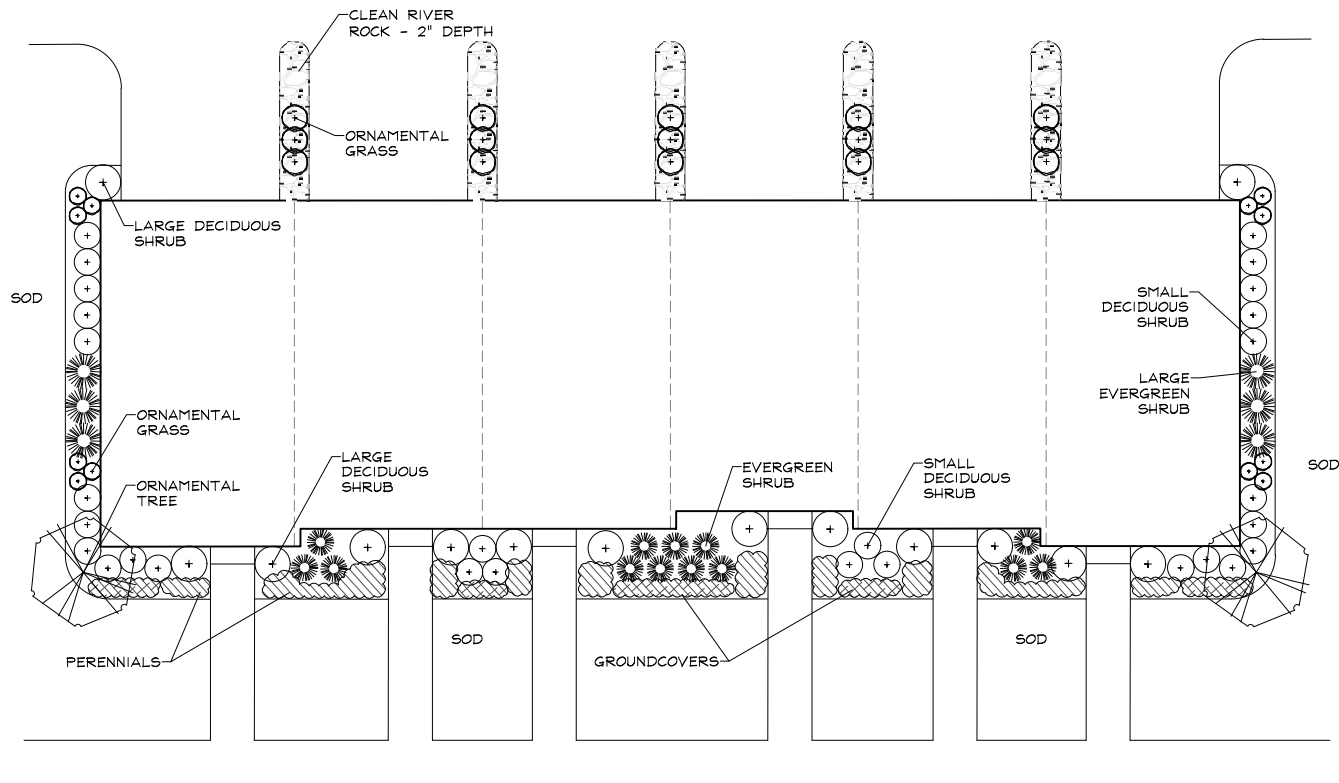
DATE 5.21.2021  
 PROJECT NO. M20179  
 DRAWN JLT  
 CHECKED MGM  
 SHEET NO.







TYPICAL 5 UNIT TOWNHOME FOUNDATION PLAN  
SCALE: 1"=10'



TYPICAL 6 UNIT TOWNHOME FOUNDATION PLAN  
SCALE: 1"=10'

5 UNIT FOUNDATION PLAN  
(NORTH/EAST FACING) PLANT LIST

Botanical/Common Name	Size	Remarks
ORNAMENTAL TREES		
Malus 'Jewelcole' RED JEWEL CRABAPPLE	6' Ht.	Clump form
Magnolia stellata 'Royal Star' ROYAL STAR MAGNOLIA	6' Ht.	Clump form
DECIDUOUS SHRUBS		
Cornus sericea 'Baileyi' BAILEY'S REDTWIG DOGWOOD	36" Tall	5' O.C.
Rhus aromatica 'Gro-Low' GRO-LOW SUMAC	24" Wide	4' O.C.
Hydrangea quercifolia 'Alice' OAKLEAF HYDRANGEA	36" Tall	4' O.C.
Syringa meyeri 'Palibin' DWARF KOREAN LILAC	24" Tall	4' O.C.
Viburnum 'Juddii' JUDD VIBURNUM	36" Tall	5' O.C.
EVERGREEN SHRUBS		
Juniperus sabina 'Blue Forest' BLUE FOREST JUNIPER	24" Wide	4' O.C.
Taxus x media 'Densiflora' DENSE YEW	24" Wide	4' O.C.
ORNAMENTAL GRASSES		
Calamagrostis acutiflora 'Karl Foerster' FEATHER REED GRASS	#1	24" O.C.
Pennisetum alopecuroides 'Hameln' DWARF FOUNTAIN GRASS	#1	24" O.C.
PERENNIALS		
Hemerocallis 'Happy Returns' HAPPY RETURNS DAYLILY	#1	18" O.C.
Hosta 'Patriot' PATRIOT HOSTA	#1	18" O.C.
Heuchera 'Palace Purple' PALACE PURPLE CORAL BELLS	#1	18" O.C.
GROUNDCOVERS		
Euonymus fortunei var. 'Coloratus' PURPLELEAF WINTERCREEPER	#SP4	12" O.C.

6 UNIT FOUNDATION PLAN  
(NORTH/EAST FACING) PLANT LIST

Botanical/Common Name	Size	Remarks
ORNAMENTAL TREES		
Malus 'Jewelcole' RED JEWEL CRABAPPLE	6' Ht.	Clump form
Magnolia stellata 'Royal Star' ROYAL STAR MAGNOLIA	6' Ht.	Clump form
DECIDUOUS SHRUBS		
Cornus sericea 'Baileyi' BAILEY'S REDTWIG DOGWOOD	36" Tall	5' O.C.
Aronia melanocarpa 'Morton' IROQUOIS BEAUTY CHOKEBERRY	24" Tall	3' O.C.
Hydrangea quercifolia 'Alice' OAKLEAF HYDRANGEA	36" Tall	4' O.C.
Syringa meyeri 'Palibin' DWARF KOREAN LILAC	24" Tall	4' O.C.
Viburnum 'Juddii' JUDD VIBURNUM	36" Tall	5' O.C.
EVERGREEN SHRUBS		
Juniperus sabina 'Blue Forest' BLUE FOREST JUNIPER	24" Wide	4' O.C.
Taxus x media 'Densiflora' DENSE YEW	24" Wide	4' O.C.
ORNAMENTAL GRASSES		
Calamagrostis acutiflora 'Karl Foerster' FEATHER REED GRASS	#1	24" O.C.
Pennisetum alopecuroides 'Hameln' DWARF FOUNTAIN GRASS	#1	24" O.C.
PERENNIALS		
Hemerocallis 'Happy Returns' HAPPY RETURNS DAYLILY	#1	18" O.C.
Hosta 'Patriot' PATRIOT HOSTA	#1	18" O.C.
Heuchera 'Georgia Peach' GEORGIA PEACH CORAL BELLS	#1	18" O.C.
GROUNDCOVERS		
Euonymus fortunei var. 'Coloratus' PURPLELEAF WINTERCREEPER	#SP4	12" O.C.

5 UNIT FOUNDATION PLAN  
(SOUTH/WEST FACING) PLANT LIST

Botanical/Common Name	Size	Remarks
ORNAMENTAL TREES		
Amelanchier x grandiflora APPLE SERVICEBERRY	6' Ht.	Clump form
Cornus mas CORNELIANCHERRY DOGWOOD	6' Ht.	Clump form
DECIDUOUS SHRUBS		
Forsythia x intermedia 'New Hampshire Gold' NEW HAMPSHIRE GOLD FORSYTHIA	36" Tall	5' O.C.
Weigela x 'Dark Horse' DARK HORSE WEIGELA	24" Wide	4' O.C.
Hydrangea paniculata 'Bulk' QUICKFIRE HYDRANGEA	36" Tall	4' O.C.
Syringa meyeri 'Palibin' DWARF KOREAN LILAC	24" Tall	4' O.C.
Viburnum dentatum ARROWWOOD VIBURNUM	36" Tall	5' O.C.
EVERGREEN SHRUBS		
Pinus mugo 'Stoumound' DWARF MOUNTAIN PINE	24" Wide	4' O.C.
Buxus 'Glencoe' CHICAGOLAND GREEN BOXWOOD	24" Wide	4' O.C.
ORNAMENTAL GRASSES		
Miscanthus sinensis 'Purpurascens' PURPLE MAIDEN GRASS	#1	24" O.C.
Sporobolus heterolepis PRAIRIE DROPSIDE	#1	18" O.C.
PERENNIALS		
Liriope muscari 'Big Blue' BIG BLUE LILYTURF	#1	18" O.C.
Sedum 'Autumn Joy' AUTUMN JOY SEDUM	#1	18" O.C.
Achillea millefolium 'Balviolet' NEW VINTAGE VIOLET YARROW	#1	12" O.C.
GROUNDCOVERS		
Vinca minor 'Dart's Blue' DART'S BLUE PERIWINKLE	#SP4	12" O.C.

6 UNIT FOUNDATION PLAN  
(SOUTH/WEST FACING) PLANT LIST

Botanical/Common Name	Size	Remarks
ORNAMENTAL TREES		
Amelanchier x grandiflora APPLE SERVICEBERRY	6' Ht.	Clump form
Cornus mas CORNELIANCHERRY DOGWOOD	6' Ht.	Clump form
DECIDUOUS SHRUBS		
Forsythia x intermedia 'New Hampshire Gold' NEW HAMPSHIRE GOLD FORSYTHIA	36" Tall	5' O.C.
Forsythia 'nimbus' SHOW OFF SUGAR BABY FORSYTHIA	24" Tall	4' O.C.
Hydrangea paniculata 'Bulk' QUICKFIRE HYDRANGEA	36" Tall	4' O.C.
Weigela florida 'Bokrasopin' SONIC BLOOM PINK WEIGELA	24" Tall	4' O.C.
Cotinus coggygria 'NCCO' WINECRAFT BLACK SMOKEBUSH	36" Tall	5' O.C.
EVERGREEN SHRUBS		
Pinus mugo 'Stoumound' DWARF MOUNTAIN PINE	24" Wide	4' O.C.
Buxus 'Glencoe' CHICAGOLAND GREEN BOXWOOD	24" Wide	4' O.C.
ORNAMENTAL GRASS		
Miscanthus sinensis 'Purpurascens' PURPLE MAIDEN GRASS	#1	24" O.C.
Sporobolus heterolepis PRAIRIE DROPSIDE	#1	18" O.C.
PERENNIALS		
Phlox 'Forever Pink' FOREVER PINK PHLOX	#1	12" O.C.
Liriope muscari 'Big Blue' BIG BLUE LILYTURF	#1	18" O.C.
Hemerocallis 'Rosy Returns' ROSY RETURNS DAYLILY	#1	18" O.C.
GROUNDCOVERS		
Vinca minor 'Dart's Blue' DART'S BLUE PERIWINKLE	#SP4	12" O.C.

GR  
WA

GARY R. WEBER  
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400 E. DIEHL ROAD, SUITE 230  
NAPERVILLE, IL 60563

ENGINEER

CAGE CIVIL  
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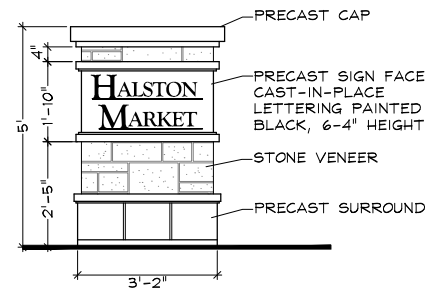
3110 WOODCREEK DRIVE  
DOWNERS GROVE, IL 60515

HALSTON MARKET  
DES PLAINES, ILLINOIS  
TYPICAL FOUNDATION LANDSCAPE PLANS

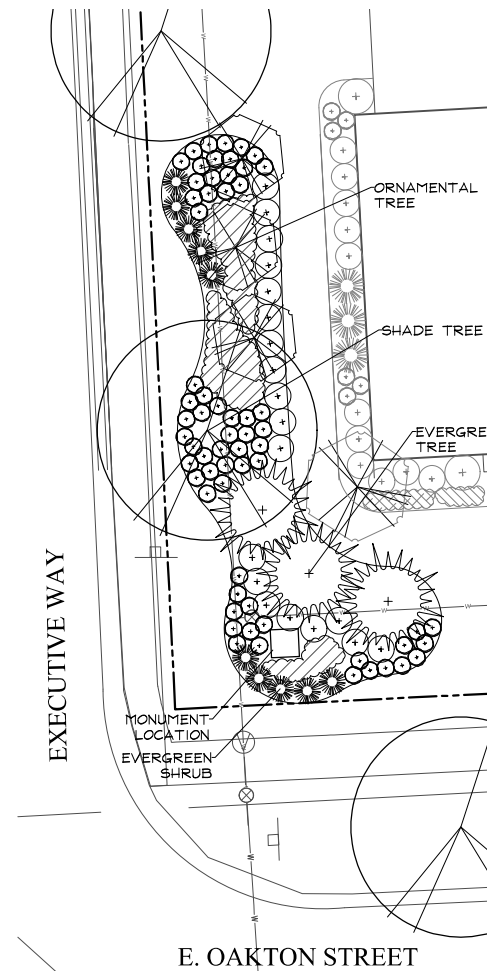
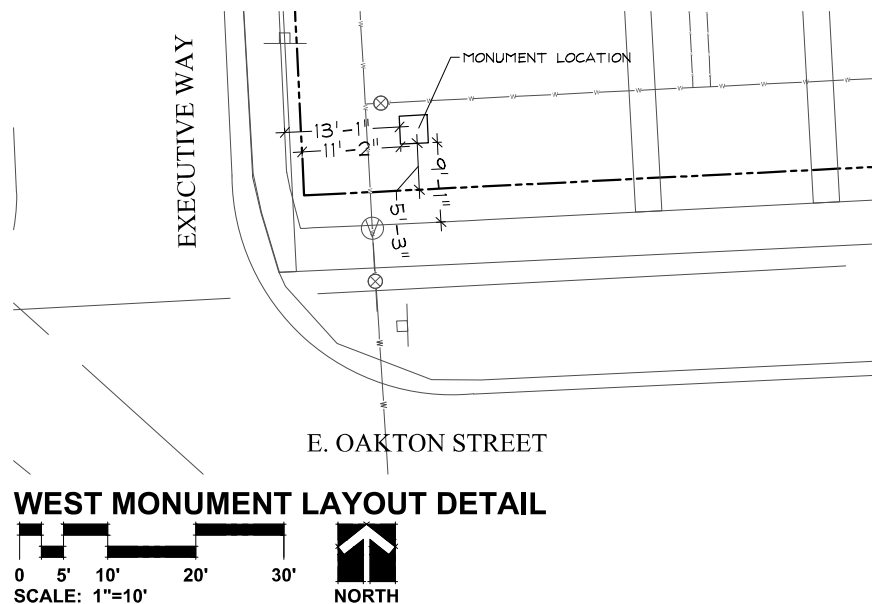
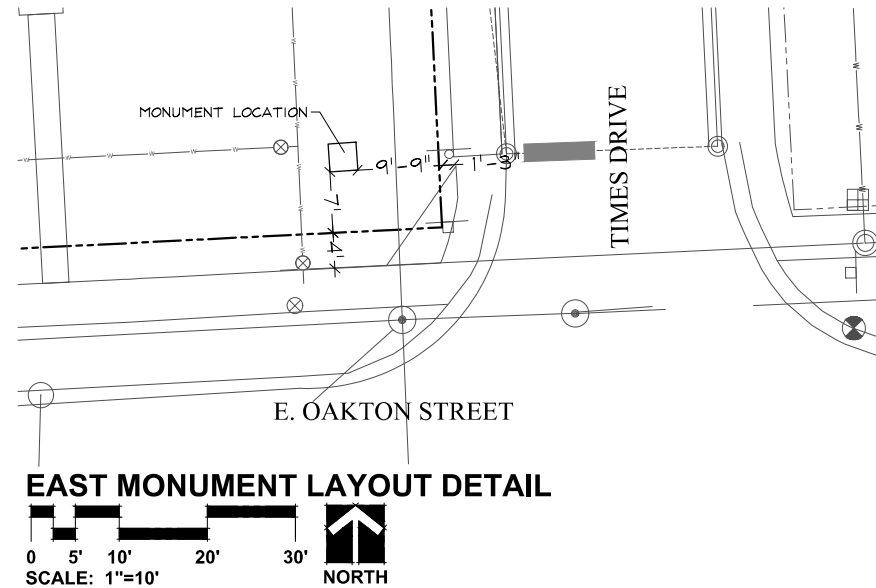
REVISIONS	
3	9.21.2021
2	8.24.2021
1	7.01.2021

DATE	5.21.2021
PROJECT NO.	M20179
DRAWN	JLT
CHECKED	MGM
SHEET NO.	

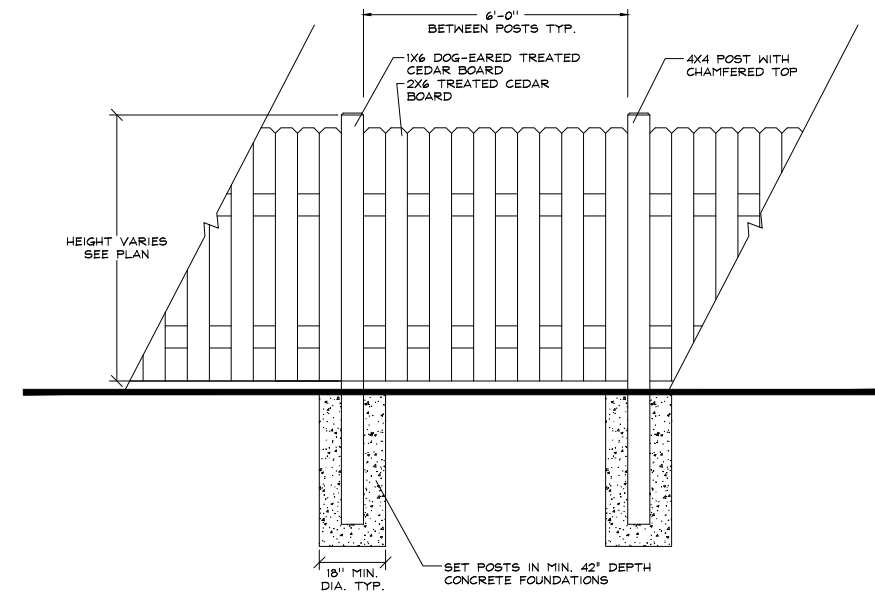




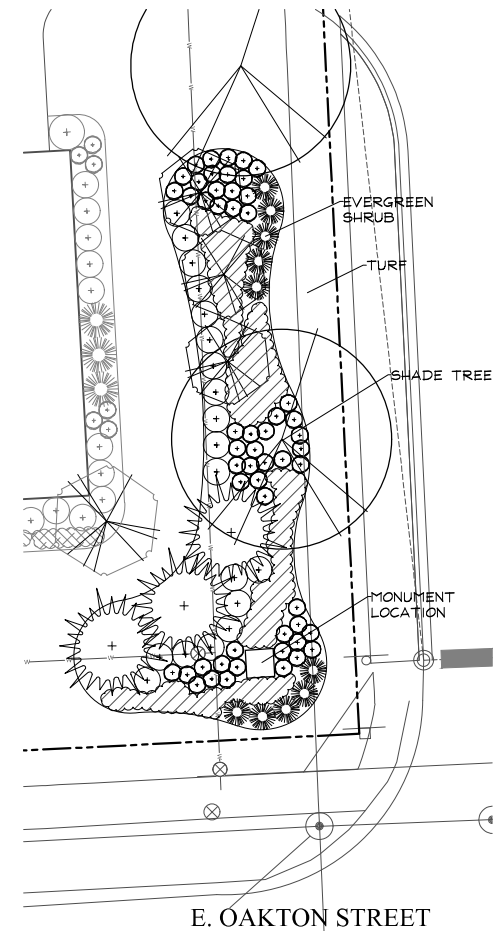
**MONUMENT ELEVATION**  
SCALE: 1/2"=1'-0"



**WEST MONUMENT  
LANDSCAPE DETAIL**  
SCALE: 1"=10'



**FENCE DETAIL**  
SCALE: 1/2"=1'-0"



**EAST MONUMENT  
LANDSCAPE DETAIL**  
SCALE: 1"=10'



**GARY R. WEBER  
ASSOCIATES, INC.**  
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DOWNERS GROVE, IL 60515

# HALSTON MARKET

DES PLAINES, ILLINOIS

## MONUMENT DETAILS

3	9.21.2021
2	8.24.2021
1	7.01.2021

REVISIONS

DATE 5.21.2021  
PROJECT NO. M20179  
DRAWN JLT  
CHECKED MGM  
SHEET NO.

**5 OF 7**



Know what's below.  
Call before you dig.

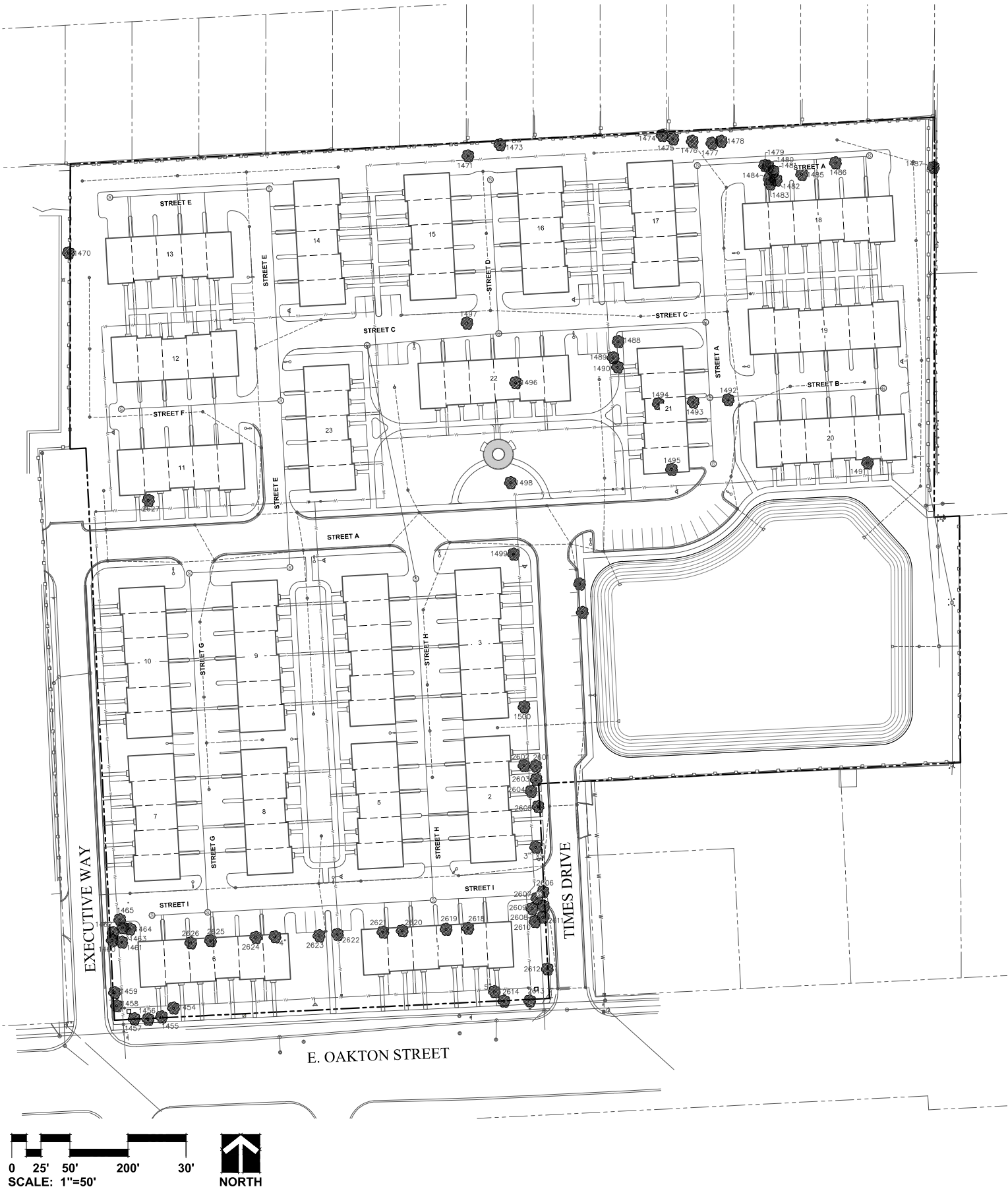


TREE INVENTORY

TAG NO.	SCIENTIFIC NAME	COMMON NAME	DBH (inches)	RATING	NOTES	ACTION
1454	<i>Picea abies</i>	Norway Spruce	14	Poor	Crowded	Remove
1455	<i>Acer platanoides</i>	Norway Maple	22	Fair	Leaning	Remove
1456	<i>Picea abies</i>	Norway Spruce	16	Poor	Leaning	Remove
1457	<i>Picea abies</i>	Norway Spruce	9	Poor	Dead limbs	Remove
1458	<i>Picea abies</i>	Norway Spruce	10	Poor	Crowded	Remove
1459	<i>Picea abies</i>	Norway Spruce	10	Poor	Trunk	Remove
1460	<i>Acer saccharinum</i>	Silver Maple	28	Poor	Dead crown	Remove
1461	<i>Picea abies</i>	Norway Spruce	18	Poor	Leaning	Remove
1462	<i>Picea abies</i>	Norway Spruce	8	Poor	Crowded	Remove
1463		Dead		Dead		Remove
1464	<i>Picea abies</i>	Norway Spruce	12	Fair	Crowded	Remove
1465	<i>Picea abies</i>	Norway Spruce	18	Fair	Leaning	Remove
1466	<i>Picea abies</i>	Norway Spruce	10	Poor	Leaning	Remove
1467	<i>Acer saccharinum</i>	Silver Maple	26	Poor	Leaning	Remove
1468	<i>Salix nigra</i>	Black Willow	10, 14, 8	Poor	Split risk	Remove
1469	<i>Acer saccharinum</i>	Silver Maple	34	Fair	Dead limbs	Remove
1470	<i>Ulmus americana</i>	American Elm	26	Poor	Dead limbs	Remove
1471	<i>Ulmus americana</i>	American Elm	42	Fair	Unbalanced	Remove
1473	<i>Populus deltoides</i>	Eastern Cottonwood	38, 40	Poor	Dead limbs, leaning	Remove
1474	<i>Populus deltoides</i>	Eastern Cottonwood	60	Fair	Split risk	Remove
1475	<i>Populus deltoides</i>	Eastern Cottonwood	18	Poor	Leaning	Remove
1476	<i>Populus deltoides</i>	Eastern Cottonwood	24, 25	Poor	Split risk	Remove
1477	<i>Populus deltoides</i>	Eastern Cottonwood	20	Poor	Leaning	Remove
1478	<i>Populus deltoides</i>	Eastern Cottonwood	18, 22	Poor	Split risk	Remove
1479	<i>Populus deltoides</i>	Eastern Cottonwood	22	Poor	Leaning	Remove
1480	<i>Populus deltoides</i>	Eastern Cottonwood	26, 22, 12	Poor	Split risk	Remove
1481	<i>Populus deltoides</i>	Eastern Cottonwood	0, 10	Poor	Split risk	Remove
1482	<i>Populus deltoides</i>	Eastern Cottonwood	22	Fair	Leaning	Remove
1483	<i>Populus deltoides</i>	Eastern Cottonwood	28, 14	Poor	Split risk	Remove
1484	<i>Populus deltoides</i>	Eastern Cottonwood	22, 12	Poor	Split risk	Remove
1485	<i>Populus deltoides</i>	Eastern Cottonwood	28	Fair	Leaning	Remove
1486	<i>Populus deltoides</i>	Eastern Cottonwood	30	Poor	Leaning	Remove
1487	<i>Ulmus americana</i>	American Elm	42	Poor	Split risk	Remove
1488	<i>Carpinus caroliniana</i>	American Hornbeam	8	Poor	Split risk	Remove
1489	<i>Carpinus caroliniana</i>	American Hornbeam	10	Poor	Split risk	Remove
1490	<i>Carpinus caroliniana</i>	American Hornbeam	8, 8	Poor	Split risk	Remove
1491	<i>Tilia cordata</i>	Little Leaf Linden	20	Good		Remove
Flagged	<i>Acer saccharinum</i>	Silver Maple	16	Fair	Unbalanced	Remove
1492	<i>Gleditsia triacanthos</i>	Honey Locust	22	Poor	Leaning	Remove
1493	<i>Gleditsia triacanthos</i>	Honey Locust	28	Fair	Unbalanced	Remove
1494	<i>Gleditsia triacanthos</i>	Honey Locust	28	Good		Remove
1495	<i>Acer saccharinum</i>	Silver Maple	18	Poor	Split risk	Remove
1496	<i>Morus rubra</i>	Red Mulberry	28	Poor	Unbalanced	Remove
1497	<i>Juniperus virginiana</i>	Eastern Red Cedar	20	Fair		Remove
1498	<i>Betula populifolia</i>	White Spire Birch	6, 6, 4	Poor	Split risk	Remove
1499	<i>Picea abies</i>	Norway Spruce	12	Fair	Dead limbs	Remove
Not Tagged	<i>Tilia cordata</i>	Little Leaf Linden	10	Fair	Not tagged due to fencing, across street from 149	Remove
Not Tagged	<i>Tilia cordata</i>	Little Leaf Linden	10	Fair	Not tagged due to fencing, across street from 149	Remove
1500	<i>Picea abies</i>	Norway Spruce	8, 10		Split risk	Remove
2601						Remove
2602	<i>Acer saccharinum</i>	Silver Maple	14	Poor	Leaning, Dead limbs	Remove
2603	<i>Salix nigra</i>	Black Willow	15	Poor	Crowded	Remove
2604	<i>Picea abies</i>	Norway Spruce	9	Poor	Leaning	Remove
2605	<i>Picea abies</i>	Norway Spruce	12	Poor	Crowded	Remove
2606	<i>Picea abies</i>	Norway Spruce	10	Poor	Crowded	Remove
2607	<i>Picea abies</i>	Norway Spruce	10	Poor	Crowded	Remove
2608	<i>Picea abies</i>	Norway Spruce	8	Poor	Crowded	Remove
2609	<i>Salix nigra</i>	Black Willow	12, 10	Poor	Split risk	Remove
2610	<i>Picea abies</i>	Norway Spruce	12	Poor	Leaning	Remove
2611	<i>Acer saccharinum</i>	Silver Maple	18	Fair	Unbalanced	Remove
2612	<i>Picea abies</i>	Norway Spruce	18	Poor	Leaning	Remove
2613	<i>Picea abies</i>	Norway Spruce	18	Fair	Leaning	Remove
2614	<i>Picea abies</i>	Norway Spruce	12, 8, 9	Poor	Split risk	Remove
2615	<i>Gleditsia triacanthos</i>	Honey Locust	18	Fair	Leaning	Remove
2616	<i>Gleditsia triacanthos</i>	Honey Locust	14	Fair	Unbalanced	Remove
2617	<i>Gleditsia triacanthos</i>	Honey Locust	12	Good		Remove
2618	<i>Gleditsia triacanthos</i>	Honey Locust	6	Fair	Unbalanced	Remove
2619	<i>Gleditsia triacanthos</i>	Honey Locust	6	Fair	Crowded	Remove
2620	<i>Tilia cordata</i>	Little Leaf Linden	6	Fair	Crowded	Remove
2621	<i>Tilia cordata</i>	Little Leaf Linden	6	Poor		Remove
2622	<i>Gleditsia triacanthos</i>	Honey Locust	6	Poor	Unbalanced	Remove
2623	<i>Gleditsia triacanthos</i>	Honey Locust	7	Fair	Unbalanced	Remove
2624	<i>Tilia cordata</i>	Little Leaf Linden	6	Poor	Dead limbs	Remove
2625	<i>Gleditsia triacanthos</i>	Honey Locust	7	Fair	Leaning	Remove
2626	<i>Gleditsia triacanthos</i>	Honey Locust	9	Good		Remove
2627	<i>Picea abies</i>	Norway Spruce	16	Poor	Leaning	Remove

- 1) Trees measured at 4.5 above the ground- DBH (diameter Breast Height)  
2) All trees 6" DBH and above tagged. Dead trees (greater than 90% dead wood), shrubs, and clump form ornamental trees were not tagged  
3) Health Rating:  
Good- Less than 20% dead wood and sound structure  
Fair- 20-60% dead wood, unsound structure, minor signs of disease  
Poor- 60-90% dead wood, structural damage, heavy signs of disease  
Dead- Greater than 90% dead wood or dead crown with resprouts only

Tree inventory taken on 02/03/2021



LEGEND

TREES TO BE REMOVED

0

25'

50'

200'

30'

SCALE: 1"=50'

NORTH

GR

WA

GARY R. WEBER

ASSOCIATES, INC.

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BIOLOGICAL CONSULTING

LANDSCAPE ARCHITECTURE

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CAGE CIVIL

ENGINEERING

3110 WOODCREEK DRIVE

DOWNERS GROVE, IL 60515

HALSTON MARKET

DES PLAINES, ILLINOIS

TREE REMOVAL PLAN

3	9.21.2021
2	8.24.2021
1	7.01.2021

DATE	5.21.2021
PROJECT NO.	MI20179
DRAWN	JLT
CHECKED	MGM
SHEET NO.	



LANDSCAPE WORK PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

The work shall consist of furnishing, transporting and installing all seeds, plants and other materials required for:

1. The establishment of trees, shrubs, perennial, annual, and lawn areas as shown on Landscape Plan;
2. The provision of post-planting management as specified herein;
3. Any remedial operations necessary in conformance with the plans as specified in this document;
4. Permits which may be required.

1.2 QUALITY ASSURANCE

- A. Work shall conform to State of Illinois Horticultural Standards and local municipal requirements.
- B. Quality Control Procedures:
1. Ship landscape materials with certificates of inspection as required by governmental authorities. Comply with governing regulations applicable to landscape materials.
  2. Do not make substitutions. If specified landscape material is not obtainable, submit to Landscape Architect proof of non-availability and proposal for use of equivalent material. Landscape Architect shall secure approval from the City of Batavia for substitutions by submitting an excerpt of the appropriate plan sheet or replacement plan sheet proposing the substitution to the City of Batavia for review.
  3. Analysis and Standards: Package standard products with manufacturer's certified analysis.

1.3 SUBMITTALS

- A. Planting Schedule
- Submit three (3) copies of the proposed planting schedule showing dates for each type of planting
- B. Maintenance Instruction - Landscape Work
- Submit two (2) copies of typewritten instructions recommending procedures to be established by the Owner for the maintenance of landscape work for one full year. Submit prior to expiration of required maintenance periods.
- Instructions shall include: watering, fertilizing, spraying, mulching and pruning for plant material and trimming groundcover. Instructions for watering, fertilizing and mowing grass areas shall be provided ten (10) days prior to request for inspection for final acceptance. Landscape Architect shall receive copies of all instructions when issued.
- C. Submit two (2) copies of soil test of existing topsoil with recommendations for soil additive requirement to Landscape Architect for review and written approval.
- D. Submit two (2) samples of shredded hardwood bark mulch, erosion control blankets, and all other products and materials as specified on plans to Landscape Architect for review and written approval.
- E. Nursery packing lists indicating the species and quantities of material installed must be provided to the Owner and/or City upon request.

1.4 JOB CONDITIONS

- A. Examine and evaluate grades, soils and water levels. Observe the conditions under which work is to be performed and notify Landscape Architect of unsatisfactory conditions. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.
- B. Utilities: Review underground utility location maps and plans; notify local utility location service; demonstrate an awareness of utility locations; and certify acceptance of liability for the protection of utilities during course of work. Contractor shall be responsible for any damage to utilities or property.
- C. Excavation: When conditions detrimental to plant growth are encountered such as rubble fill, adverse drainage conditions or obstructions, notify Landscape Architect before planting.

1.5 GUARANTEES

- A. Guarantee seeded and sodded areas through the specified maintenance period and until final acceptance.
- B. Guarantee trees, shrubs, groundcover and perennials for a period of one year after date of acceptance against defects including death and unsatisfactory growth, except for defects resulting from neglect by Owner, abuse or damage by others or unusual phenomena or incidents which are beyond Landscape Installer's control.

LANDSCAPE WORK PART 2 - PLANT MATERIALS

2.1 LAWN SOD

Provide strongly rooted sod, not less than two (2) years old and free of weeds and undesirable native grasses. Provide only sod capable of growth and development when planted (viable, not dormant) and in strips not more than 18" wide x 4' long. Provide sod composed of a 5-way blend of Kentucky Bluegrass such as: Midnight, Allure, Viva, Washington, Liberty.

2.2 LAWN SEED MIXTURE

- Grass Seed: Provide fresh, clean, new crop seed complying with the tolerance for purity and germination established by the Official Seed Analysts of North America. Provide seed of the grass species, proportions and maximum percentage of weed seed, as specified.
- A. Lawn Seed Mixture - 5 lbs./1,000 sq. ft.  
50% Kentucky Bluegrass 98/95  
15% Cutter Perennial Ryegrass  
10% Spartan Hard Fescue  
10% Edge Perennial Ryegrass  
10% Express Perennial Ryegrass  
5% Pennlawn Creeping Red Fescue

B. Low Mow Fescue Seed Mix

Common Name	lbs. /AC		
Discovery Hard Fescue	75.000		
Tiffany Chewings Fescue	75.000		
Florentine Creeping Red Fescue	75.000		
Bighorn Sheeps Fescue	75.000		
Total:	300.000		
A. Emergent Plantings - Shoreline edge and Planting shelf 4" deep - 12" deep			
Botanical Name	Common Name	lbs. /AC	Plugs/AC
Acorus calamus	Sweet Flag	0.500	494
Alisma subcordatum	Water Plantain	1.250	
Eleocharis obtusa	Blunt Spike Rush	0.375	
Eleocharis palustris	Marsh Spike Rush	0.375	
Glyceria grandis	Reed Manna Grass	0.375	
Hibiscus laevis	Rose Mallow	0.250	
Iris virginica shrevei	Blue Flag	0.500	494
Juncus effusus	Common Rush	0.500	
Leersia oryzoides	Rice Cut Grass	1.250	494
Pontederia cordata	Pickersweed	0.250	494
Sagittaria latifolia	Common Arrowhead	1.250	494
Scirpus acutus	Hardstem Bulrush	0.250	988
Scirpus pungens	Chairmakers Rush	0.250	
Scirpus validus	Great Bulrush	0.250	988
Sparganium eurycarpum	Bur Reed	1.000	988
Total:	8.625	5434	

Note: If emergent zone is permanently flooded seeding will be impossible and live plugs shall be installed at the specified rate. Plugs are specified at a standard 36 cell flat and shall measure 2.25" x 5" with a volume of 11.30 inches. Substitution of plug size must be approved by the Landscape Architect prior to installation.

B. Wet Meadow Seed Mixture - Lower slopes of basin

Botanical Name	Common Name	lbs. /AC
Grasses and Sedges		
Carex bebbii	Bebbs Oval Sedge	0.250
Carex bicknellii	Bicknells Sedge	0.250
Carex brevior	Plains Oval Sedge	0.250
Carex cristatella	Crested Oval Sedge	0.150
Carex molesta	Field Oval Sedge	0.250
Carex normalis	Spreading Oval Sedge	0.250
Carex scorparia	Pointed Broom Sedge	0.190
Carex stipata	Common Fox Sedge	0.250
Carex vulpinoidea	Brown Fox Sedge	0.250
Elymus virginicus	Virginia Wild Rye	3.000
Glyceria stricta	Faust Manna Grass	0.130
Juncus dudleyi	Dudleys Rush	0.003
Juncus torreyi	Torreys Rush	0.005
Panicum virgatum	Switch Grass	1.000
Scirpus atrovirens	Dark Green Rush	0.060
Scirpus cyperinus	Wool Grass	0.015
Total Grasses and Sedges:		6.303

Wildflowers/Broadleaves

Asclepias incarnata	Swamp Milkweed	0.500
Bidens cernua	Nodding Bur Marigold	0.190
Boltonia asteroides	False Aster	0.031
Chamaecrista fasciculata	Partridge pea	1.000
Euthamia graminifolia	Grassleaved Goldenrod	0.025
Eupatorium perfoliatum	Common Boneset	0.015
Helenium autumnale	Sneezeweed	0.063
Iris virginica shrevei	Blue Flag	1.500
Loebelia siphilitica	Great Blue Lobelia	0.031
Mimulus ringens	Monkey Flower	0.003
Symphyotrichum novae-angliae	New England Aster	0.250
Pycnanthemum virginianum	Common Mountain Mint	0.063
Rudbeckia fulgida var.sultivantii	Showy Black-Eyed Susan	0.250
Zizia aurea	Golden Alexanders	0.050
Total Wildflowers/Broadleaves:		3.97
Total Wet Meadow Seed Mixture:		10.27

C. Low Profile Prairie With Flowers Seed Mixture - Upper Basin Slopes

Botanical Name	Common Name	lbs. /AC
Grasses		
Bouteloua curtipendula	Side Oats Grama	8.000
Panicum virgatum	Prairie Switch Grass	0.125
Elymus canadensis	Prairie Wild Rye	1.000
Schizachyrium scoparium	Little Blue Stem	6.000
Total Grasses:		15.125
Wildflowers/Broadleaves		
Allium cernuum	Nodding Wild Onion	0.190
Amarpha canescens	Lead Plant	0.125
Asclepias tuberosa	Butterflyweed	0.500
Asclepias verticillata	Whorled Milkweed	0.063
Astragalus canadensis	Canada Milk Vetch	0.063
Coreopsis palmata	Prairie Coreopsis	0.025
Echinacea pallida	Pale Purple Coneflower	1.000
Echinacea purpurea	Purple Coneflower	0.500
Eryngium yuccifolium	Rattlesnake Master	0.125
Lespedeza capitata	Round-Headed Bush Clover	0.125
Liatris aspera	Rough Blazing Star	0.250
Liatris pycnostachya	Prairie Blazing Star	0.188
Monarda fistulosa	Prairie Bergamot	0.063
Parthenium integrifolium	Wild Quinine	0.016
Penstemon digitalis	Foxglove Beardtongue	0.125
Petalostemum candidum	White Prairie Clover	0.125
Petalostemum purpureum	Purple Prairie Clover	0.156
Potentilla arguta	Prairie Cinquefoil	0.031
Pycnanthemum tenuifolium	Slender Mt. Mint	0.031
Ratibida pinnata	Yellow Coneflower	0.125
Rudbeckia fulgida var.sultivantii	Showy Black-Eyed Susan	0.500
Rudbeckia hirta	Black-Eyed Susan	0.500
Rudbeckia subtomentosa	Sweet Black-Eyed Susan	0.063

Symphyotrichum laeave	Smooth Blue Aster	0.063
Tradescantia ohienis	Spiderwort	0.063
Verbena stricta	Hoary Vervain	0.125
Zizia aurea	Golden Alexanders	0.050
Total Wildflowers/Broadleaves:		5.190
Total Lo Pro Prairie Seed Mixture:		20.315

2.3 GROUNDCOVERS, PERENNIALS AND ANNUALS

Provide plants established and well-rooted in removable containers or integral peat pots and with not less than the minimum number and length of runners required by ANSI Z60.1 for the pot size shown or listed.

2.4 TREES AND SHRUBS

- A. Name and Variety: Provide nursery grown plant material true to name and variety.
- B. Quality: Provide trees, shrubs and other plants complying with the recommendations and requirements of ANSI Z60.1 "Standard for Nursery Stock" and as further specified.
- C. Deciduous Trees: Provide trees of height and caliper listed or shown and with branching configuration recommended by ANSI Z60.1 for type and species required. Provide single stem trees except where special forms are shown or listed. Provide balled and burlapped (B&B) deciduous trees.
- D. Deciduous Shrubs: Provide shrubs of the height shown or listed and with not less than the minimum number of canes required by ANSI Z60.1 for the type and height of shrub required. Provide balled and burlapped (B&B) deciduous shrubs.
- E. Coniferous Evergreen: Provide evergreens of the sizes shown or listed. Dimensions indicate minimum spread for spreading and semi-spreading type evergreens and height for other types. Provide quality evergreens with well-balanced form complying with requirements for other size relationships to the primary dimension shown. Provide balled and burlapped (B&B) evergreen trees and containerized shrubs.
- F. Inspection: All plants shall be subject to inspection and review at the place of growth or upon delivery and conformity to specification requirements as to quality, right of inspection and rejection upon delivery at the site or during the progress of the work for size and condition of balls or roots, diseases, insects and latent defects or injuries. Rejected plants shall be removed immediately from the site.

2.5 PLANTING SOIL MIXTURE

Provide planting soil mixture consisting of clean uncompacted topsoil (stockpiled at site) for all planting pits, perennial, annual and groundcover areas. Topsoil shall be conditioned based on any recommendations resulting from the soil test in 1.3.C.

2.6 EROSION CONTROL

- A. Erosion Control Blanket: North American Green D975, or equivalent approved equal.

2.7 MULCH

Provide mulch consisting of shredded hardwood. Provide sample to Landscape Architect for approval prior to ordering materials.

LANDSCAPE WORK PART 3 - EXECUTION

3.1 PLANTING SCHEDULE

At least thirty (30) days prior to the beginning of work in each area, submit a planting schedule for approval by the Landscape Architect.

3.2 PLANTINGS

- A. Sodding New Lawns
1. Remove existing grass, vegetation and turf. Dispose of such material legally off-site, do not turn over into soil being prepared for lawns.
  2. Till to a depth of not less than 6"; apply soil amendments as needed; remove high areas and fill in depressions; till soil to a homogenous mixture of fine texture, remove lumps, clods, stones over 1" diameter, roots and other extraneous matter. Dispose of such material legally off-site.
  3. Sodded areas shall receive an application of commercial fertilizer at the rate of 10 lbs. per 1,000 sq. ft. and shall have an analysis of 16-8-8.
  4. Lay sod within 24 hours from time of stripping.
  5. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod strips; do not overlap. Stagger strips to offset joints in adjacent courses. Work from boards to avoid damage to subgrade or sod. Tamp or roll lightly to ensure contact with subgrade. Work sifted soil into minor cracks between pieces of sod; remove excess to avoid smothering of adjacent grass.
  6. Water sod thoroughly with a fine spray immediately after planting.
- B. Seeding New Lawns
1. Remove existing grass, vegetation and turf. Dispose of such material legally off-site. Do not turn over into soil being prepared for lawns.
  2. Till to a depth of not less than 6"; apply soil amendments; remove high areas and fill in depressions; till soil to a homogenous mixture of fine texture, remove lumps, clods, stones over 1" diameter, roots and other extraneous matter. Dispose of such material legally off-site.
  3. Seeded lawn areas shall receive an application of commercial fertilizer at the rate of 5 lbs. per 1,000 sq. ft. and shall be 6-24-24. Fertilizer shall be uniformly spread and mixed into the soil to a depth of 1" inches.

4. Do not use wet seed or seed which is moldy or otherwise damaged in transit or storage.
5. Sow seed using a spreader or seeding machine. Do not seed when wind velocity exceeds five (5) miles per hour. Distribute seed evenly over entire area by sowing equal quantity in two directions at right angles to each other.
6. Sow not less than specified rate.
7. Rake lawn seed lightly into top 1" of soil, roll lightly and water with a fine spray.

C. Groundcover and Perennial Beds

Groundcover, perennials, and annuals shall be planted in continuous beds of planting soil mixture a minimum of 8" deep. Install per spacing indicated on plan.

D. Trees and Shrubs

1. Set balled and burlapped (B&B) stock plumb and in center of pit or trench with top of ball at an elevation that will keep the root flare exposed upon backfill and mulching. Remove burlap from top and sides of balls; retain on bottoms. When set, place additional topsoil backfill around base and sides of ball and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill.
2. Dish top of backfill to allow for mulching. Provide additional backfill berm around edge of excavations to form shallow saucer to collect water.
3. Mulch pits, trenches and planted areas. Provide not less than 2" thickness of mulch and work into top of backfill and finish level with adjacent finish grades. Maintain exposed root flare at all times.
4. Prune only injured or dead branches from flowering trees, if any. Protect central leader of tree during shipping and pruning operations. Prune shrubs to retain natural character in accordance with standard horticultural practices.
5. Remove and replace excessively pruned or ill-formed stock resulting from improper pruning.
6. The Contractor shall be wholly responsible for assuring that all trees are planted in a vertical and plumb position and remain so throughout the life of this contract and guarantee period. Trees may or may not be staked and guyed depending upon the individual preference of the Contractor; however, any bracing procedure(s) must be approved by the Owner prior to its installation.

3.3 INITIAL MAINTENANCE

- A. Begin maintenance immediately after planting, continuing until final acceptance. A minimum of thirty (30) days.
- B. Maintain planted and seeded areas by watering, rolling/regrading, replanting and implementing erosion control as required to establish vegetation free of eroded or bare areas.

3.4 CLEAN UP AND PROTECTION

- A. During landscape work, store materials and equipment where directed. Keep pavements clean and work areas and adjoining areas in an orderly condition.
- B. Protect landscape work and materials from damage due to landscape operations, operations by other trades and trespassers. Maintain protection during installation and maintenance periods. Treat, repair or replace damaged landscape work as directed by Landscape Architect.

3.5 INSPECTION AND ACCEPTANCE

- A. The Landscape Architect reserves the right to inspect seeds, plants, trees and shrubs either at place of growth or at site before planting for compliance with requirements for name, variety, size, quantity, quality and mix proportion.
- B. Supply written affidavit certifying composition of seed mixtures and integrity of plant materials with respect to species, variety and source.
- C. Notify the Landscape Architect within five (5) days after completing initial and/or supplemental plantings in each area.
- D. When the landscape work is completed, including maintenance, the Landscape Architect will, upon request, make a final inspection to determine acceptability. After final acceptance, the Owner will be responsible for maintenance.

GR  
WA

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DOWNERS GROVE, IL 60515

HALSTON MARKET

DES PLAINES, ILLINOIS

LANDSCAPE SPECIFICATIONS

3	9.21.2021
2	8.24.2021
1	7.01.2021

REVISIONS	
DATE	5.21.2021
PROJECT NO.	MI20179
DRAWN	JLT
CHECKED	MGM
SHEET NO.	

MEMORANDUM TO: Marc McLaughlin, AICP, GISP  
M/I Homes

FROM: Javier Millan  
Principal

Luay Aboona, PE, PTOE  
Principal

DATE: December 4, 2020

SUBJECT: Traffic Impact Study  
Proposed Residential Development  
Des Plaines, Illinois

This memorandum summarizes the results of a traffic impact study conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for a proposed residential development to be located in Des Plaines, Illinois.

The site, which was formerly occupied by the Grazie Restaurant and Banquet Hall as well as various office/industrial/warehouse uses, is located on the north side of Oakton Street between Executive Way and Times Drive. As proposed, the site will be redeveloped to contain a residential development with 114 townhomes. Access will be provided off Times Drive and via a connection to Executive Way.

This study was conducted to assess the impact the proposed residential development will have on traffic conditions in the area and to recommend any roadway and access improvements and/or modifications necessary to accommodate center-generated traffic. The following sections of this report present the following.

- Existing roadway conditions
- A description of the proposed center
- Directional distribution of the proposed residential development
- Vehicle trip generation for the proposed development
- Future traffic conditions
- Traffic analysis for the weekday morning and evening peak hours
- Recommendations with respect to the adequacy of the development's access system and adjacent roadway network

## Existing Conditions

### Site Location

The site, which formerly contained Grazie Restaurant and Banquet Hall and other businesses, is located on the north side of Oakton Street between Executive Way and Times Drive. Land uses in the area primarily consist of single-family homes to the north, commercial/retail to the east and south, and the United States Post Office to the west. **Figure 1** shows the location of the site with respect to the surrounding roadway system. **Figure 2** shows an aerial view of the site.

### Area Roadways

The principal roadways that provide access to the site are described in the following paragraphs and shown in **Figure 3**.

*Oakton Street* is an east-west minor arterial roadway that has a five-lane cross section. At its signalized intersection with Mannheim Road, Oakton Street provides an exclusive left-turn lane, a through lane and a shared through/right-turn lane on both approaches. A two-way left-turn lane (TWLTL) is provided along Oakton Street, thus providing an area for vehicles to perform left-turn maneuvers at the unsignalized intersections with Times Drives/McDonald's access drive, Oakton Place, and Executive Way/Sam's Farmers Market access drive. However, an exclusive eastbound left-turn lane is provided on Oakton Street at its intersection with Executive Way. No exclusive right-turn lanes are provided along Oakton Street at any of the aforementioned intersections. Oakton Street has a posted speed limit of 35 mph and is under the jurisdiction of the Illinois Department of Transportation (IDOT).

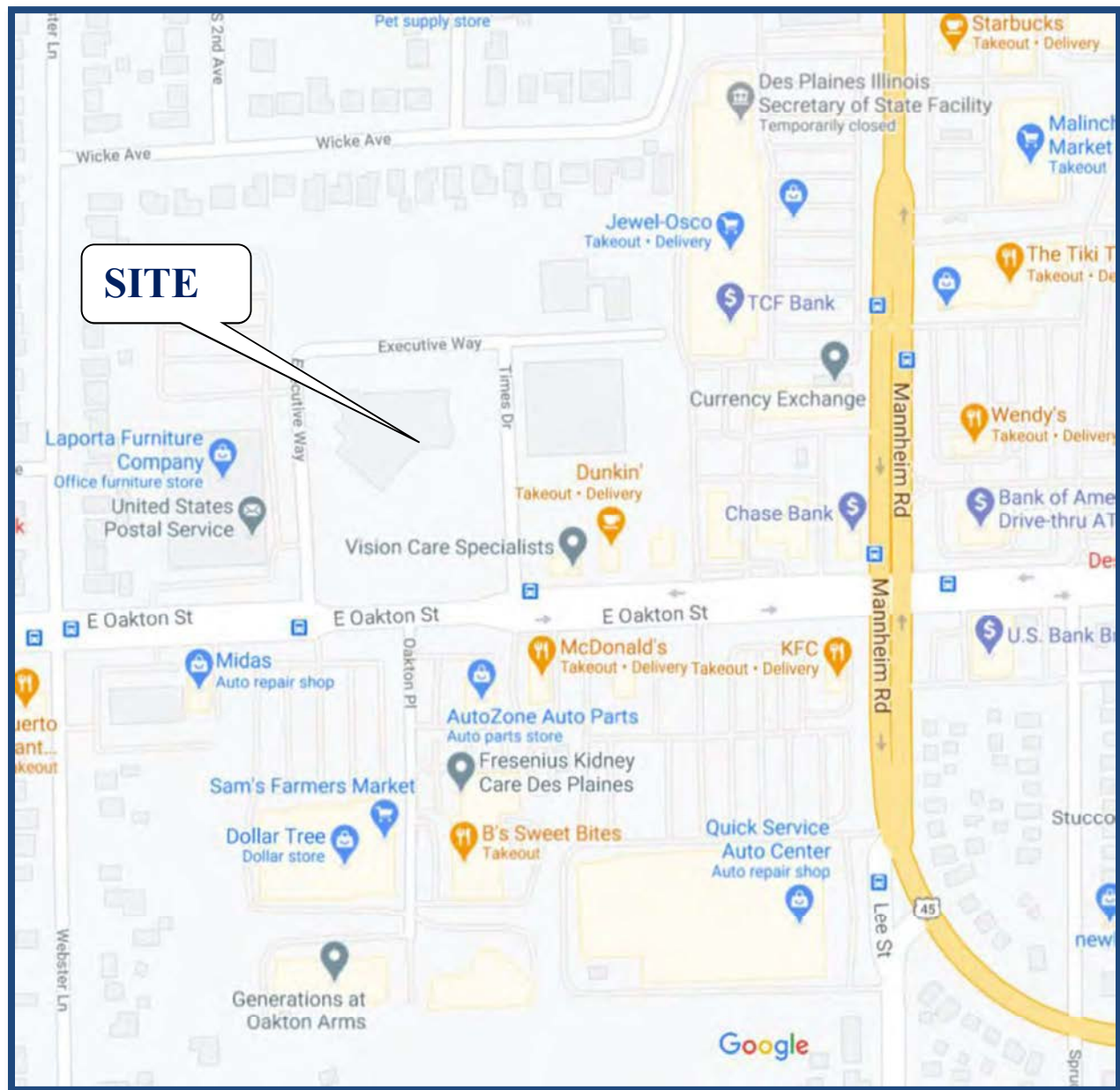
*Mannheim Road (U.S. 12-45)* is a north-south other principal arterial that generally provides a five-lane cross-section. At its signalized intersection with Oakton Street, Mannheim Road provides an exclusive left-turn lane, a through lane and a shared through/right-turn lane on both approaches. Mannheim Road has a posted speed limit 30 mph and is under IDOT's jurisdiction.

*Times Drive* is a north-south two-lane local road that extends from Oakton Street to Executive Way. An access drive serving a McDonald's restaurant is aligned opposite Times Drive. Times Drive is under stop sign control at Oakton Street. The road has a posted speed limit of 25 mph and is under the jurisdiction of the City of Des Plaines.

*Executive Way* is a two-lane local road that extends from Oakton Street approximately 500 feet north where it intersects Executive Way. Executive Way is under stop sign control at Oakton Street where it is aligned opposite the McDonald's restaurant access drive. The road has a posted speed limit of 25 mph and is under the jurisdiction of the City of Des Plaines.

*Oakton Place* is a north-south two-lane local road that extends from Oakton Street approximately 600 feet south where it terminates as a cul-de-sac. Oakton Place is under stop sign control at Oakton Street. The road has a posted speed limit of 25 mph and is under the jurisdiction of the City of Des Plaines.





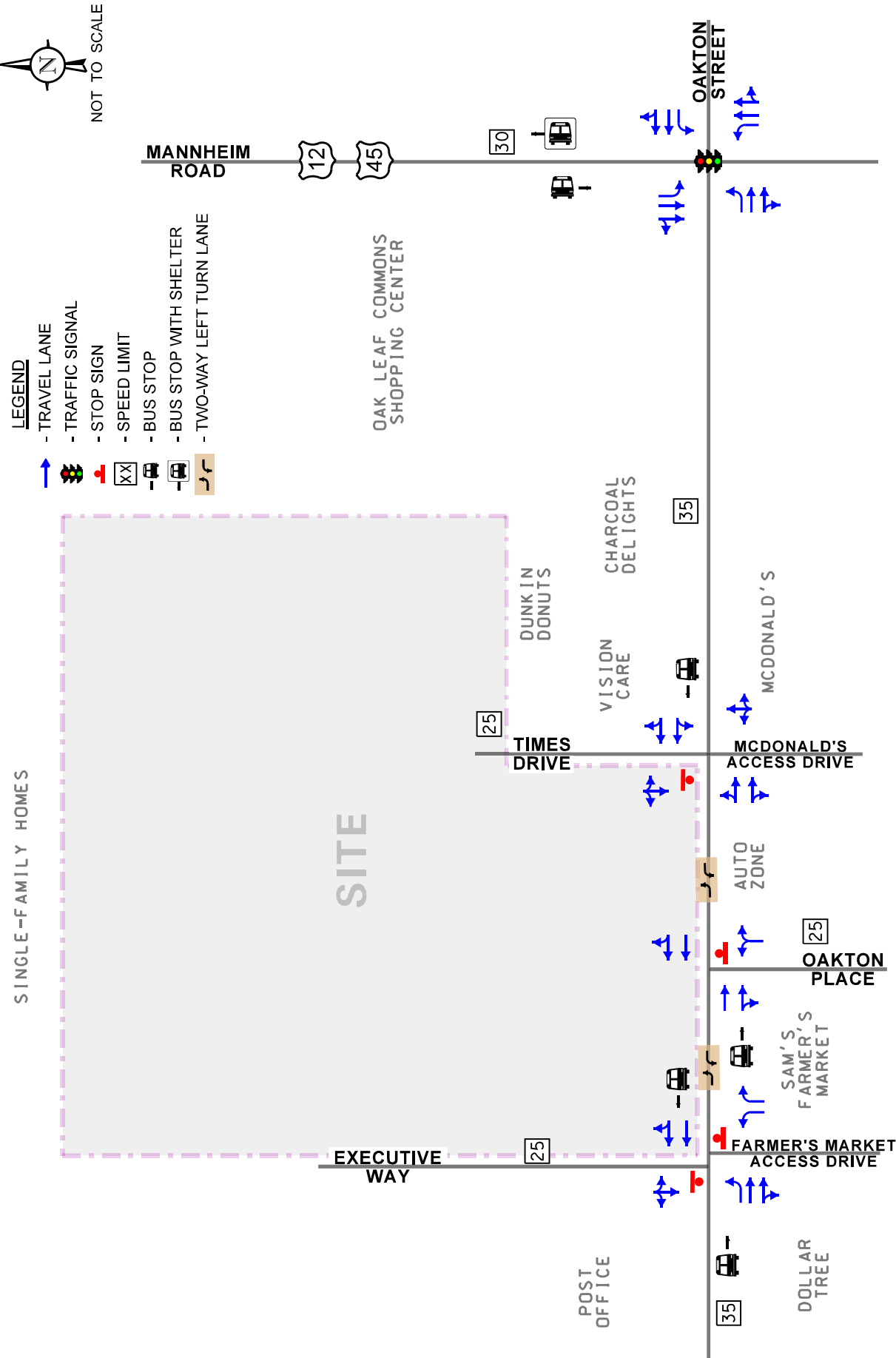
Site Location

Figure 1



Aerial View of Site

Figure 2



*Executive Way/Sam's Farmers Market/Dollar Store access drive* is a north-south two-lane local road that extends from Oakton Street approximately 500 feet north where it curves to the east. Executive Way serves the United States Post Office and is under stop sign control at its intersection with Oakton Street. The Sam's Farmers Market/Dollar Store access drive is located on the south side of Oakton Street slightly offset from Executive Way. This access drive provides one inbound lane and two outbound lanes striped for an exclusive left-turn lane and an exclusive right-turn lane with outbound movements under stop sign control. Executive Way has a posted speed limit of 25 mph and is under the jurisdiction of the City of Des Plaines.

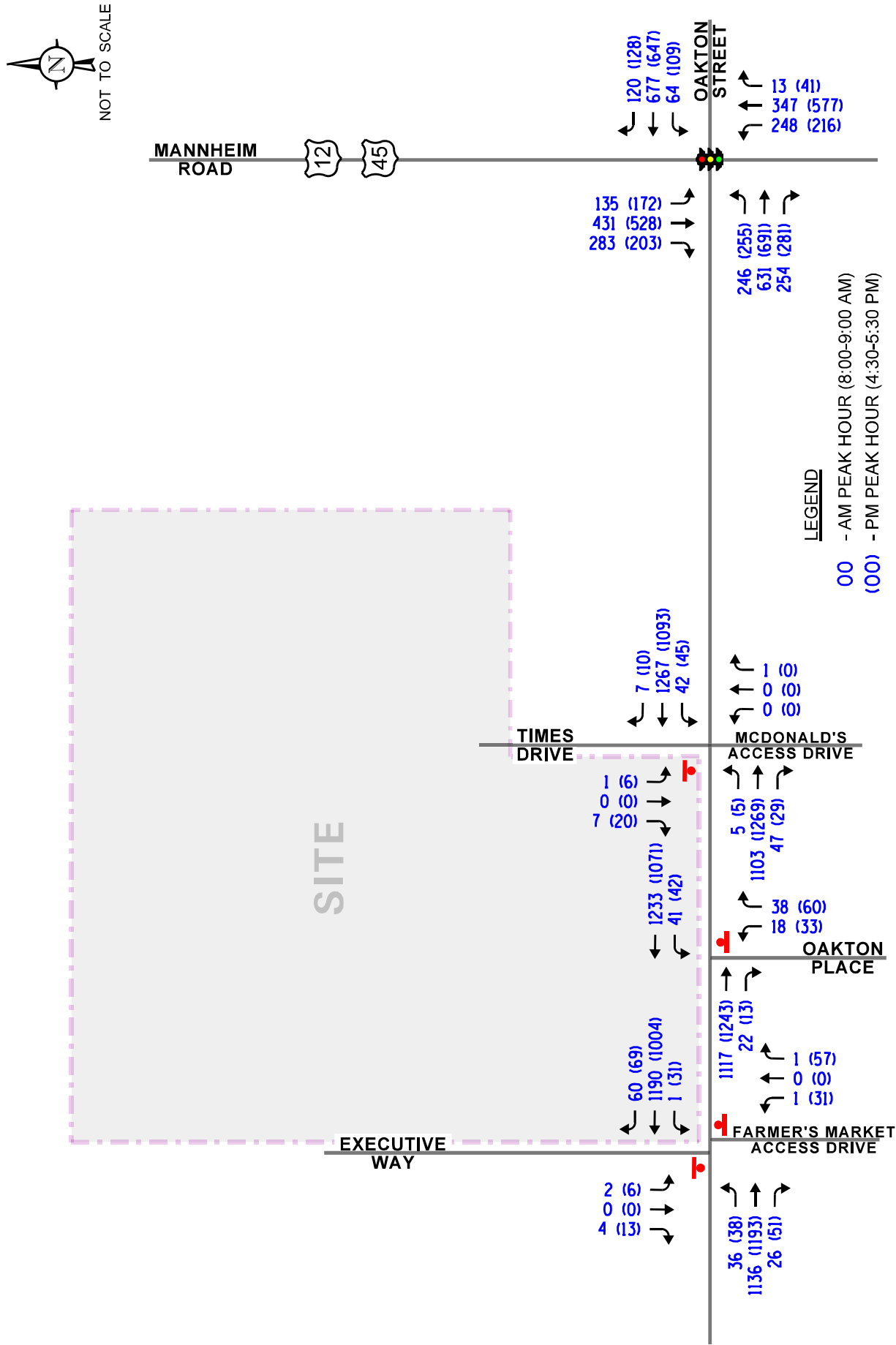
## Existing Area Traffic Volumes

Given the Covid-19 pandemic and in order to determine current traffic conditions within the study area, KLOA, Inc. utilized peak period traffic counts utilizing Miovision Video Collection Units previously collected by KLOA, Inc. in January 2018. The counts were conducted during the weekday morning (7:00 A.M. to 9:00 A.M.) and weekday evening (4:00 P.M. to 6:00 P.M.) peak periods at the following intersections:

- Mannheim Road with Oakton Street
- Oakton Street with Times Drive/McDonald's access drive
- Oakton Street with Oakton Place
- Oakton Street with Executive Way/Sam's Farmers Market/Dollar Tree access drive

The results of the traffic counts indicated that the peak hours of traffic on weekdays occur between 8:00 and 9:00 A.M. during the morning peak hour and 4:30 P.M. to 5:30 P.M. during the evening peak hour. Copies of the traffic count summary sheets are included in the Appendix. To determine Year 2020 base traffic conditions, the 2018 traffic counts were increased by an annually compounded regional growth factor of 0.4 percent per year based on projections provided by the Chicago Metropolitan Agency for Planning (CMAP). **Figure 4** illustrates the existing peak hour traffic volumes.





Existing Traffic Volumes

Proposed Townhome  
Development  
Des Plaines, Illinois

## Crash Data Analysis

KLOA, Inc. obtained crash data<sup>a</sup> for the past five years (2014 to 2018) for the study area intersections. **Tables 1** through **4** summarize the crash data for the intersections of Oakton Street with Mannheim Road, Times Drive, Oakton Place, and Executive Way. A review of the crash data revealed that no fatalities were reported at any of the study area intersections between 2014 and 2018.

Table 1

### OAKTON STREET WITH MANNHEIM ROAD – CRASH SUMMARY

Year	Type of Crash Frequency							Total
	Angle	Overturned	Object	Rear End	Sideswipe	Turning	Ped	
2014	1	0	0	8	0	7	0	16
2015	1	0	1	5	0	5	3	15
2016	2	0	0	3	0	9	2	16
2017	0	1	0	4	1	6	0	12
2018	<u>2</u>	<u>0</u>	<u>1</u>	<u>4</u>	<u>1</u>	<u>7</u>	<u>2</u>	<u>17</u>
<b>Total</b>	<b>6</b>	<b>1</b>	<b>2</b>	<b>24</b>	<b>2</b>	<b>34</b>	<b>4</b>	<b>76</b>
<b>Avg.</b>	<b>1.2</b>	<b>&lt;1.0</b>	<b>&lt;1.0</b>	<b>4.8</b>	<b>&lt;1.0</b>	<b>6.8</b>	<b>&lt;1.0</b>	<b>15.2</b>

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

Table 2

## OAKTON STREET WITH TIMES DRIVE – CRASH SUMMARY

Year	Type of Crash Frequency							Total
	Angle	Head On	Object	Rear End	Sideswipe	Turning	Other	
2014	0	0	0	0	0	2	0	2
2015	0	0	0	0	0	0	0	0
2016	0	0	0	0	0	1	0	1
2017	0	0	0	0	0	0	0	0
2018	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>3</b>
<b>Avg.</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>&lt;1.0</b>	<b>0</b>	<b>&lt;1.0</b>

Table 3

## OAKTON STREET WITH OAKTON PLACE – CRASH SUMMARY

Year	Type of Crash Frequency							Total
	Angle	Head On	Object	Rear End	Sideswipe	Turning	Ped	
2014	0	0	0	0	0	0	0	0
2015	0	0	0	0	0	0	0	0
2016	1	0	0	0	0	1	0	2
2017	0	0	0	1	0	1	0	2
2018	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>1</u>	<u>4</u>
<b>Total</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>4</b>	<b>1</b>	<b>8</b>
<b>Avg.</b>	<b>&lt;1.0</b>	<b>0</b>	<b>0</b>	<b>&lt;1.0</b>	<b>&lt;1.0</b>	<b>&lt;1.0</b>	<b>&lt;1.0</b>	<b>1.6</b>

Table 4

## OAKTON STREET WITH EXECUTIVE WAY – CRASH SUMMARY

Year	Type of Crash Frequency							
	Angle	Head On	Object	Rear End	Sideswipe	Turning	Other	Total
2014	0	0	0	0	0	1	0	1
2015	0	0	0	0	0	1	0	1
2016	0	0	0	0	0	1	0	1
2017	0	0	0	0	0	0	0	0
2018	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>3</b>
<b>Avg.</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>&lt;1.0</b>	<b>0</b>	<b>&lt;1.0</b>

## Traffic Characteristics of the Proposed Development

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

### Proposed Development Plan

As proposed, the site will be redeveloped with 114 townhomes. Access to the site will be provided via Times Drives and via a connection with Executive Way. No new curb cuts onto Oakton Street are being proposed. A copy of the preliminary site plan is included in the Appendix.

### Directional Distribution

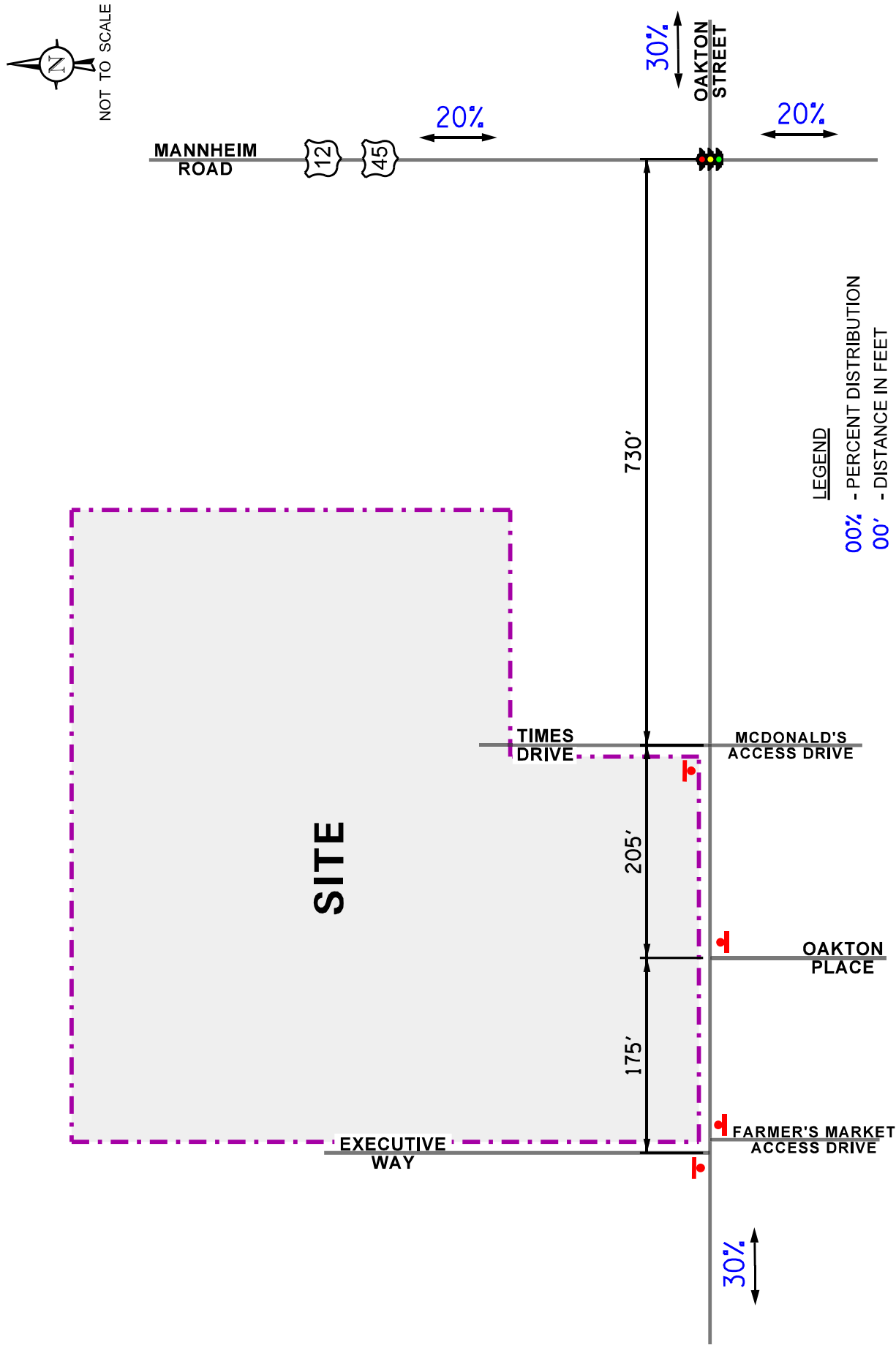
The directional distribution of how traffic will approach and depart the site was estimated based on the general travel patterns through the study area derived from the peak hour traffic volumes. **Figure 5** shows the established directional distribution for this development.

### Trip Generation Estimates

The estimate of vehicle traffic to be generated by the proposed development is based upon the proposed land use types and sizes. The vehicle trip generation for the overall development was calculated using data published in the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 10<sup>th</sup> Edition. **Table 5** shows the estimated vehicle trip generation for the weekday morning and weekday evening peak hours as well as daily traffic. The ITE trip generation summary sheets are included in the Appendix.

Table 5  
ESTIMATED PEAK HOUR VEHICLE TRIP GENERATION

ITE Land Use Code	Type/Size	Weekday Morning Peak Hour			Weekday Evening Peak Hour			Daily		
		In	Out	Total	In	Out	Total	In	Out	Total
220	Townhome Development (114 Units)	12	42	54	42	24	66	410	410	820



Estimated Directional Distribution

Proposed Townhome  
Development  
Des Plaines, Illinois

## Development Traffic Assignment

The estimated weekday morning and weekday evening peak hour traffic volumes that will be generated by the proposed development were assigned to the roadway system in accordance with the previously described directional distribution (Figure 5). **Figure 6** illustrates the traffic assignment of the new trips generated by the proposed development during the peak hours.

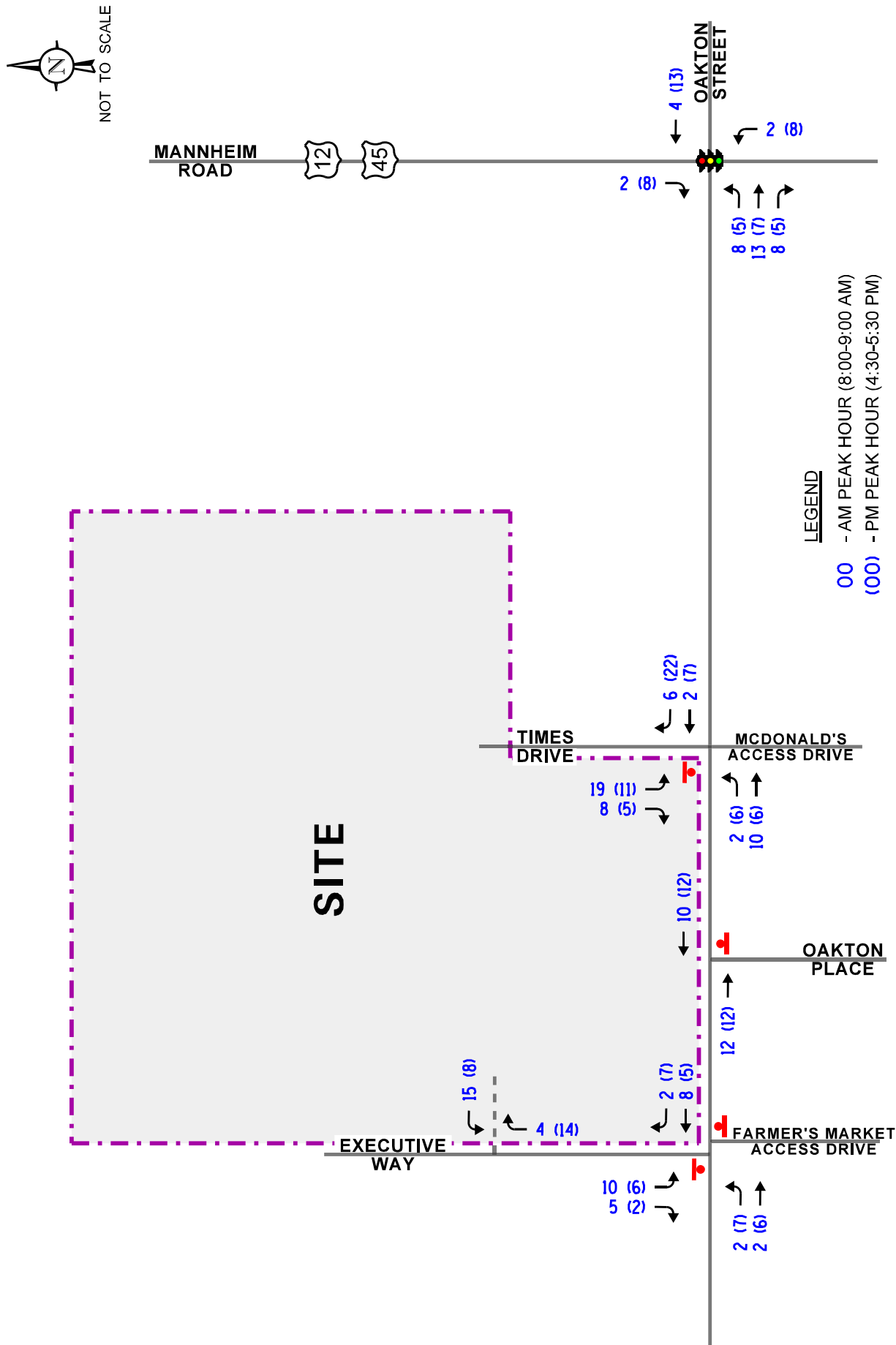
## Year 2026 No-Build Traffic Conditions

The existing traffic volumes (Figure 4) were increased by a regional growth factor to account for the increase in existing traffic related to regional growth in the area (i.e., not attributable to any planned development). Based on AADT projections provided by CMAP, the existing traffic volumes are projected to increase by an annual compounded growth rate of approximately 0.4 percent per year. As such, traffic volumes were increased by approximately three (3) percent total to represent Year 2026 no-build traffic conditions (one-year buildout plus five years). A copy of the CMAP projections letter is included in the Appendix. **Figure 7** illustrates the Year 2026 no-build traffic volumes.

## Year 2026 Total Projected Traffic Conditions

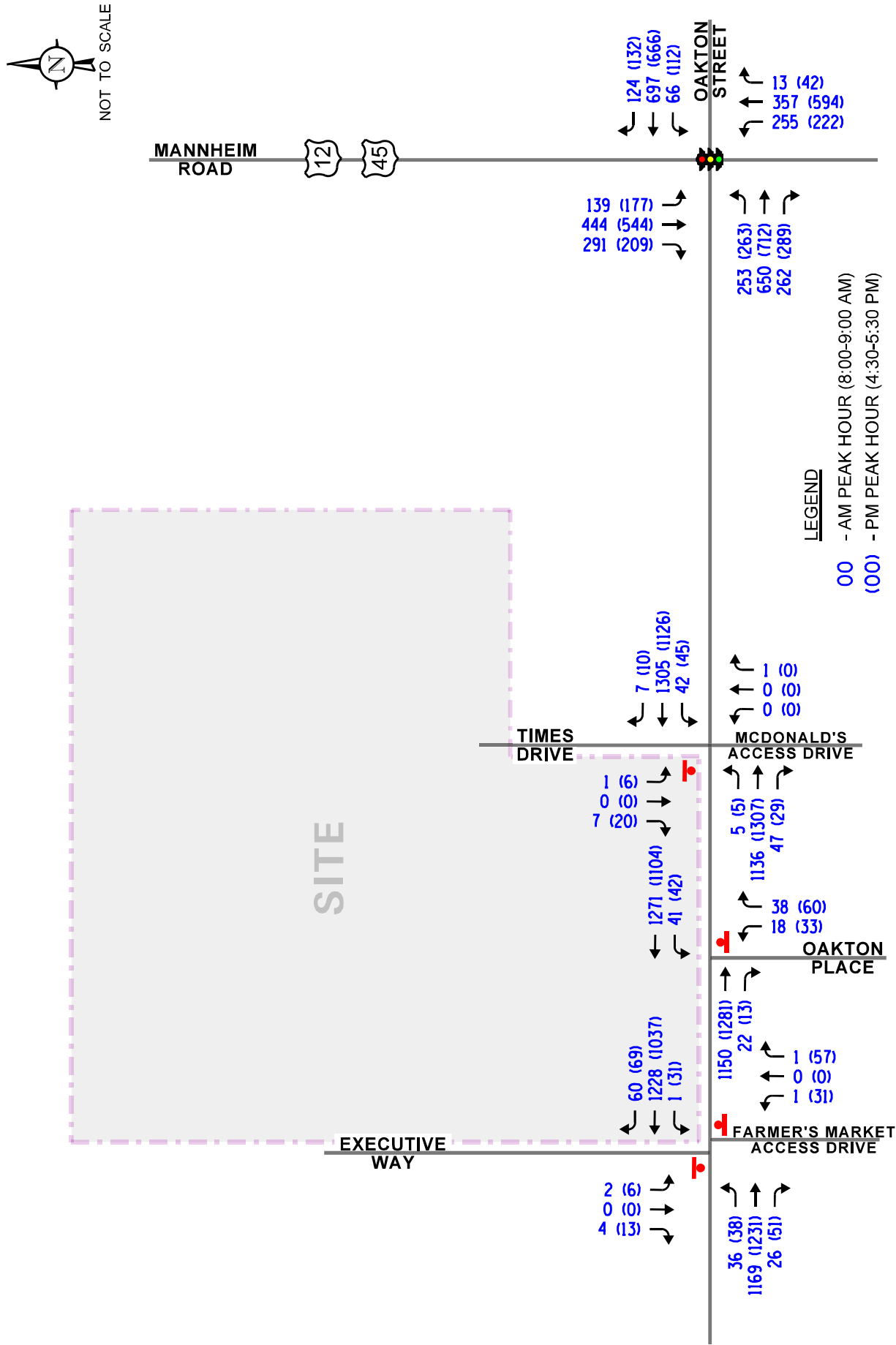
The new development-generated traffic (Figure 6) was added to the existing traffic volumes increased by the regional growth factor (Figure 7) to determine the Year 2026 total projected traffic volumes. **Figure 8** illustrates the Year 2026 total projected traffic volumes during the peak hours.





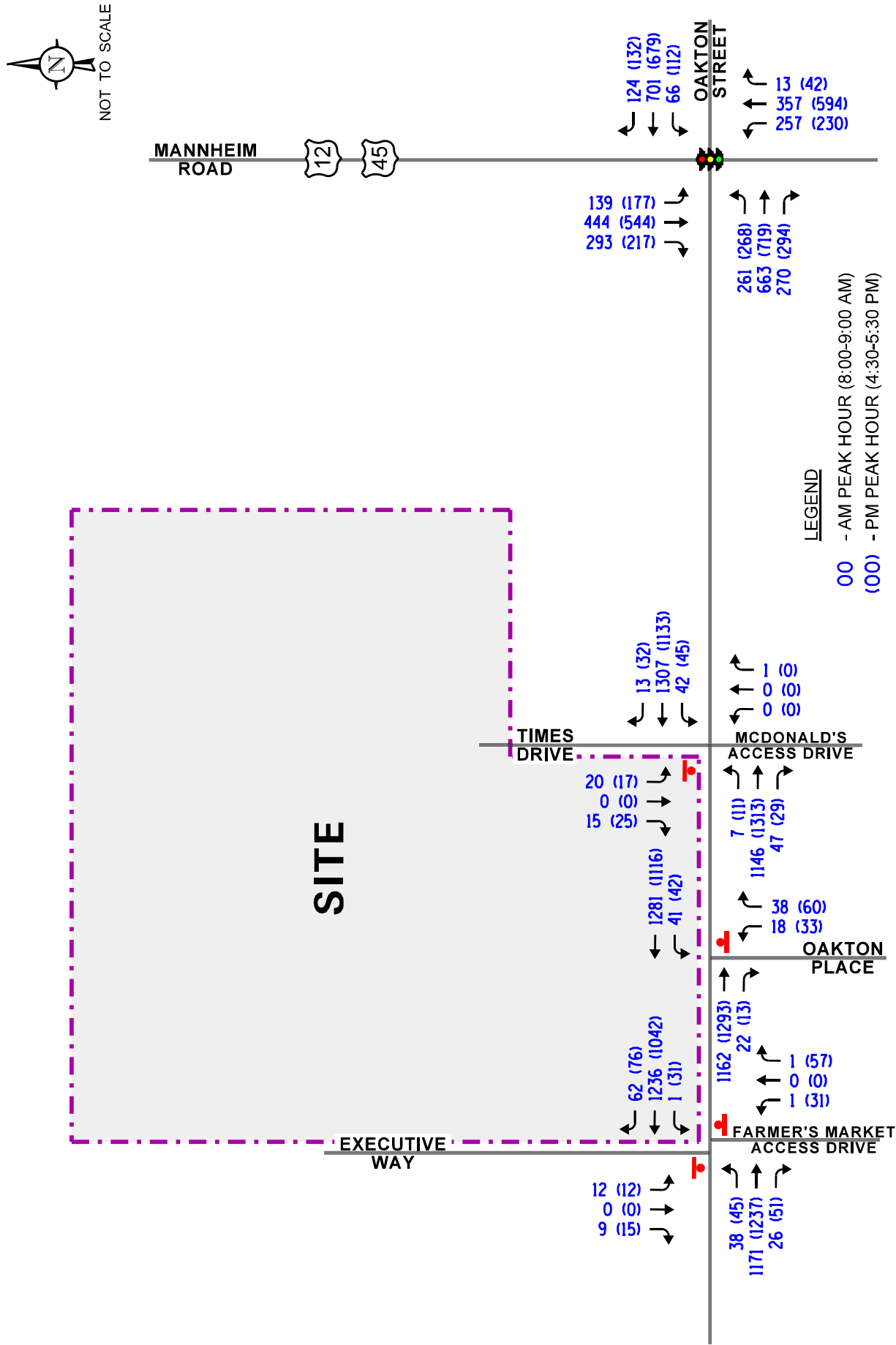
Estimated Site-Generated Traffic Volumes

Proposed Townhome  
Development  
Des Plaines, Illinois



Year 2026 No-Build Traffic Volumes

Proposed Townhome  
Development  
Des Plaines, Illinois



## Evaluation and Recommendations

Roadway and adjacent or nearby intersection analyses were performed for the weekday morning and weekday evening peak hours for the Year 2020 base, Year 2026 no-build, and Year 2026 total projected traffic volumes.

The traffic analyses were performed using the methodologies outlined in the Transportation Research Board's *Highway Capacity Manual (HCM)*, 6<sup>th</sup> Edition and analyzed using Synchro/SimTraffic 10 software.

The analyses for the unsignalized intersections determine the average control delay to vehicles at an intersection. Control delay is the elapsed time from a vehicle joining the queue at a stop sign (includes the time required to decelerate to a stop) until its departure from the stop sign and resumption of free flow speed. The methodology analyzes each intersection approach controlled by a stop sign and considers traffic volumes on all approaches and lane characteristics.

The ability of an intersection to accommodate traffic flow is expressed in terms of level of service, which is assigned a letter from A to F based on the average control delay experienced by vehicles passing through the intersection. The *Highway Capacity Manual* definitions for levels of service and the corresponding control delay for signalized intersections and unsignalized intersections are included in the Appendix of this report.

Summaries of the traffic analysis results showing the level of service and overall intersection delay (measured in seconds) for the Year 2020 base, Year 2026 no-build, and Year 2026 total projected conditions are presented in **Tables 6** through **9**. A discussion of each intersection follows. Summary sheets for the capacity analyses are included in the Appendix

Table 6

## CAPACITY ANALYSIS RESULTS – MANNHEIM ROAD WITH OAKTON STREET – SIGNALIZED

	Peak Hour	Eastbound			Westbound			Northbound			Southbound			Overall
		L	T	R	L	T	R	L	T	R	L	T	R	
Year 2020 Base Traffic Volumes	Weekday Morning Peak Hour	F 83.0	D 39.4		C 20.6	D 45.7		D 39.9	C 28.3		B 19.4	D 42.5		D 42.3
		D – 48.9			D – 43.8			C – 33.0			D – 38.8			
	Weekday Evening Peak Hour	E 59.5	D 53.2		C 32.6	D 52.4		C 32.3	C 33.7		C 26.9	D 43.1		D 45.5
Year 2026 No-Build Traffic Volumes	Weekday Morning Peak Hour	F 100.7	D 40.5		C 21.1	D 46.8		D 45.8	C 28.6		B 19.6	D 44.2		D 45.0
		D – 53.6			D – 44.9			D – 35.6			D – 40.3			
	Weekday Evening Peak Hour	E 65.2	D 53.4		C 32.9	D 52.2		D 37.6	C 34.8		C 28.8	D 45.9		D 47.0
Year 2026 Projected Traffic Volumes	Weekday Morning Peak Hour	F 113.7	D 41.7		C 21.4	D 47.0		D 47.2	C 28.6		B 19.7	D 44.6		D 46.6
		E – 57.4			D – 45.1			D – 36.2			D – 40.6			
	Weekday Evening Peak Hour	E 71.6	D 55.0		C 33.0	D 53.9		D 40.2	C 34.7		C 28.8	D 46.8		D 48.5
Letter denotes Level of Service Delay is measured in seconds.		E – 58.3			D – 51.4			D – 36.2			D – 43.4			
		L – Left Turns			R – Right Turns									
		T – Through												

Table 4  
CAPACITY ANALYSIS RESULTS  
UNSIGNALIZED INTERSECTIONS – YEAR 2020 BASE CONDITIONS

Intersection	Weekday Morning Peak Hour		Weekday Evening Peak Hour	
	LOS	Delay	LOS	Delay
<b>Oakton Street with Times Drive</b>				
• Northbound Approach	B	13.1	A	0.0
• Southbound Approach	C	17.3	C	19.2
• Eastbound Left Turn	B	12.0	B	11.0
• Westbound Right Turn	B	12.1	B	12.8
<b>Oakton Street with Oakton Place</b>				
• Northbound Approach	C	20.4	D	27.2
• Westbound Left	B	11.6	B	12.4
<b>Oakton Street with Executive Way</b>				
• Northbound Approach	C	24.3	D	28.4
• Southbound Approach	C	22.3	C	20.8
• Eastbound Left Turn	B	12.3	B	11.1
• Westbound Left Turn	B	11.3	B	12.2
LOS = Level of Service      Delay is measured in seconds				

Table 5  
CAPACITY ANALYSIS RESULTS  
UNSIGNALIZED INTERSECTIONS – YEAR 2026 NO-BUILD CONDITIONS

Intersection	Weekday Morning Peak Hour		Weekday Evening Peak Hour	
	LOS	Delay	LOS	Delay
<b>Oakton Street with Times Drive</b>				
• Northbound Approach	B	13.3	A	0.0
• Southbound Approach	C	17.8	C	19.9
• Eastbound Left Turn	B	12.2	B	11.1
• Westbound Right Turn	B	12.4	B	13.1
<b>Oakton Street with Oakton Place</b>				
• Northbound Approach	C	21.2	D	28.7
• Westbound Left	B	11.8	B	12.7
<b>Oakton Street with Executive Way</b>				
• Northbound Approach	D	25.2	D	30.1
• Southbound Approach	C	23.2	C	21.7
• Eastbound Left Turn	B	12.6	B	11.3
• Westbound Left Turn	B	11.4	B	12.4
LOS = Level of Service      Delay is measured in seconds				



Table 6  
CAPACITY ANALYSIS RESULTS  
UNSIGNALIZED INTERSECTIONS – YEAR 2026 PROJECTED CONDITIONS

Intersection	Weekday Morning Peak Hour		Weekday Evening Peak Hour	
	LOS	Delay	LOS	Delay
<b>Oakton Street with Times Drive</b>				
• Northbound Approach	B	13.4	A	0.0
• Southbound Approach	E	37.2	D	27.7
• Eastbound Left Turn	B	12.3	B	11.4
• Westbound Right Turn	B	12.4	B	13.2
<b>Oakton Street with Oakton Place</b>				
• Northbound Approach	C	21.4	D	29.1
• Westbound Left	B	11.9	B	12.8
<b>Oakton Street with Executive Way</b>				
• Northbound Approach	D	25.4	D	31.2
• Northbound Approach	D	32.1	D	26.8
• Eastbound Left Turn	B	12.7	B	11.5
• Westbound Left Turn	B	11.5	B	12.5
LOS = Level of Service      Delay is measured in seconds				

## Discussion and Recommendations

The following is an evaluation of the analyzed intersections based on the projected traffic volumes and the capacity analyses performed.

### *Mannheim Road with Oakton Street*

The results of the capacity analysis indicate that overall this intersection currently operates at LOS D during the weekday morning and evening peak hours. All approaches currently operate at an acceptable LOS D or better during both peak hours. It is important to note that based on our observations, eastbound traffic during the morning peak hour sometimes backs up to and beyond Times Drives. However, most of these backups cleared the intersection with every green phase.

Under Year 2026 no-build conditions, overall this intersection will continue to operate at the same LOS D during the weekday morning and evening peak hours with increases in delay of less than three seconds during both peak hours.

Under Year 2026 total projected conditions, overall this intersection will continue to operate at LOS D during the weekday morning and evening peak hours with increases in delay of less than two seconds over no-build conditions. Additionally, the increase in traffic traveling through this intersection will be limited amounting to approximately one percent of the year 2026 future traffic volumes and, as such, the traffic generated by the proposed development will not have a significant impact on the overall operations of this intersection.

### *Oakton Street with Times Drive*

All of the turning movements at this intersection are operating at acceptable LOS under existing conditions and will continue to do so under Year 2026 No Build conditions. Under Year 2026 projected conditions, all of the turning movements will continue operating at an acceptable LOS with the exception of the southbound approach which will operate at a LOS E during the morning peak hour. This is normal and expected at an unsignalized intersection where a minor street like Times Drive intersects a major road like Oakton Street. It is important to note that based on our observations, traffic is able to enter and exit Times Drive more efficiently than what the capacity analyses have shown due to the gaps created in the through traffic stream along Oakton Street by the traffic signals at Mannheim Road to the east and Webster Lane to the west. This was further validated by the traffic simulations and the results of the capacity analyses which showed vehicles being able to enter and exit this intersection and outbound queues on Times Drive of two vehicles or less. As such, the existing intersection is sufficient to accommodate the proposed center and the other growth in the area.

### *Oakton Street with Oakton Place*

This intersection is currently operating at a good LOS. Assuming the total traffic volumes, this intersection is projected to continue to operate at a good level of service. As such, the intersection has sufficient capacity to accommodate the projected traffic volumes.

### *Oakton Street with Executive Way*

All of the turning movements at this intersection are operating at acceptable LOS under existing conditions and will continue to do so under Year 2026 No Build conditions. Under Year 2026 projected conditions, all of the turning movements will continue operating at an acceptable LOS indicating that the intersection has sufficient reserve capacity to accommodate the future traffic volumes. No additional geometric or traffic control improvements will be necessary in conjunction with the proposed development.

### *Development's Access and Traffic Signal Need Evaluation*

Based on a review of the site plan and the results of the capacity analyses, the development's plan to provide two access points on Oakton Street (one via Times Drive and another via a connection with Executive Way) will provide for adequate and efficient accessibility for the future residents and for emergency vehicles. Further, inspection of the traffic volumes indicates that the installation of a traffic signal on Oakton Street at either Times Drive, Oakton Place or Executive Way is undesirable will not be required for the following reasons:

- The proposed development is only projected to generate 12 inbound and 42 outbound trips during the weekday morning peak hour and 42 inbound trips and 24 outbound trips during the weekday evening peak hour.
- When this projected volume of traffic is assigned to the two existing roads that will serve as means of ingress/egress, the additional traffic at either one of the existing roads will be very minimal.
- Following IDOT guidelines for traffic signal warrants and based on the traffic signal warrants published in the Manual on Uniform Traffic Control Devices (MUTCD), the following was determined:
  - The future peak hour traffic volumes for outbound movements on Oakton Place at Oakton Street will not be greater than the minimum threshold of 80 vehicles per hour (when adjusting the outbound volumes for right-turn reductions per IDOT guidelines) to meet the Peak-Hour Warrant.
  - The projected future traffic volumes that would exit onto Oakton Street at Times Drive or at Executive Way will not be greater than the minimum threshold of 80 vehicles per hour to meet the Peak Hour Warrant.
- None of the intersections meet the spacing requirement typically required by IDOT which states that traffic signals should be spaced at a minimum of one-quarter of a

mile (1,320 feet) to the closest signal. Oakton Place is located 935 feet west of the existing traffic signal at Manheim Road and 695 feet east of the existing traffic signal at Webster Lane.

- Times Drive and Executive Way, which also permit full movements, are only located approximately 205 and 175 feet from Oakton Place, respectively. In addition, five access drives on the south side of Oakton Street are located within 400 feet of Oakton Place. The proximity of these roadways and access drives to a new signal will impact the operation of the intersection and turning restrictions may need to be required to/from some of these existing roadways and access drives.

## Conclusion

Based on existing conditions and the traffic capacity analyses for the full buildout of the development, the findings and recommendations of this study are outlined below:

- As proposed, the site will be redeveloped with approximately 114 townhomes
- Access to the proposed townhome development will be provided via the existing Times Drive and Executive Way. No new curb cuts onto Oakton Street are being proposed.
- The results of the capacity analyses have shown that the existing roadway system is sufficient to accommodate the traffic to be generated by the proposed development.
- Given the low volume of traffic to be generated by the proposed residential development, the provision of two means of ingress/egress to serve the development is sufficient to accommodate the projected traffic volumes and will provide efficient and flexible accessibility distributing the traffic volumes without overloading a specific intersection.
- The roadway system has generally sufficient reserve capacity to accommodate the traffic projected to be generated by the proposed townhome development and no additional roadway improvements or traffic control modifications are required.
- Based on the projected traffic volumes, the requirements set forth in the MUTCD as well as IDOT's guidelines, a traffic signal is not necessary or warranted to be provided to serve the proposed development.



A photograph of a vacant lot. In the foreground, there is a concrete sidewalk and a grassy area. A small, rectangular concrete structure is visible. A chain-link fence runs across the middle ground. Behind the fence, there are several large trees, some with bare branches and others with green leaves. A sign on the left side of the lot reads: "CALLING 6/22 THIS PROPERTY FOR INFORMATION BY DES PLAINES ZONING BOARD FOR INFORMATION CALL 312-555-5555". A small, light-colored dog is standing near the sign.

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**Site and Context Photos (continued)**



**1050 E. Oakton Street – Facing Southeast from Executive Way curve**



**1050 E. Oakton Street – Facing South from Executive Way curve**



COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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June 28, 2021

Mayor Goczkowski and Des Plaines City Council  
CITY OF DES PLAINES

**Subject:** Planning and Zoning Board, 1050 East Oakton Street, 21-019-PPUD-TSUB-MAP-CU, 5<sup>th</sup> Ward  
**RE:** Consideration of Preliminary Planning Unit Development (PUD), Tentative Plat of Subdivision, Map Amendment, and Conditional Use for PUD at 1050 East Oakton Street, Case #21-009-CU (5<sup>th</sup> Ward)

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) met on June 22, 2021 to consider four requests to allow a proposed 125-unit townhouse development at 1050 East Oakton Street (also 1000-1100 Executive Way and 1555 Times Drive) in the current C-3 General Commercial district (proposed R-3 Townhouse Residential district). Three requests are under the 1998 Des Plaines Zoning Ordinance, as amended: (i) Preliminary PUD (Section 12-3-5), (ii) Map Amendment (Section 12-3-7), and (iii) Conditional Use for PUD under Section 12-7-3(K). The fourth request is for a Tentative Plat of Subdivision under the Section 13-2-2 of the Subdivision Regulations.

1. Representatives for the petitioner, M/I Homes of Chicago LLC, presented the proposed townhouse development, which they have tentatively branded as Halston Market. They touted their experience as a nationwide and regional homebuilder. They highlighted images of proposed building and site design, and described the size and layout of the various townhouse units in the development. They covered various issues such as parking spaces, circulation, stormwater management, and open and recreational space, while emphasizing how they believe the development would align with a vision for Des Plaines overall and the Oakton-Lee area in the 2019 Comprehensive Plan. They argued the development would bolster the City's pursuit of a new Metra station at the intersection of Oakton Street and the Canadian National (CN) rail line (North Central Service).
2. PZB members asked about the number of stories in the proposed units and their floor plans; their estimated price points; the height of the proposed fence at the rear (north) lot line and all other planting and screening methods; and the location of the northernmost set of townhouse buildings and the stormwater detention basin; and the amount of fenestration on buildings in the northern part of the development. One member suggested the height of the rear fence be increased from the proposed eight (8) feet. Another member suggested the stormwater detention basin could be sited in the northern portion of the property, allowing some townhouse units to shift farther away from the lot line. A third member offered that the amount of fenestration and style of windows could be adjusted on the north facades of the buildings nearest to the north lot line to enhance privacy among residents. The petitioner responded that the townhouse would be two full stories and that M/I Homes is considering single-story townhouses in some of its other projects but not this one. They further responded that there are five different unit layouts and expected sale prices range from the high \$200,000s into the low \$300,000s. Regarding the siting of various buildings and stormwater detention, they stated the basin is sited at the low point of the site. They said they would review the building designs and consider a change in windows for the final submittal. Finally, a member asked Community and Economic Development (CED) staff when the traffic light at Lee Street and Forest Avenue would be installed. Staff responded by late summer 2021.



3. CED staff summarized the staff report. Staff displayed an excerpt from the Zoning Map and discussed the implications of allowing more market-rate, unsubsidized residential development in the Oakton-Lee area and TIF District No. 8. Staff then outlined that the development would require PUD bulk exceptions from two provisions of the Zoning Ordinance: minimum rear yard (approximately 21 feet proposed when 25 is required) and minimum lot area (923-1,038 square feet per dwelling unit when 2,800 is required). Staff pointed to the conclusions of the petitioner's traffic study, notably that the existing roadway system should be able to accommodate the proposed development. Further staff noted the Illinois Department of Transportation (IDOT) warrants for adding a signalized intersection along Oakton Street would not be met. The need for vacations of public streets, specifically portions of Executive Way and Times Drive, were described. These vacations would have to be approved by the City Council along with a redevelopment agreement that stipulated maintenance obligations of the future townhomes (homeowners association) for segments of both public streets and private drives.
4. Six members of the public spoke on this petition. Five expressed concerns that the project has too many units that are generally too tall and too close to the single-family detached homes on Wicke Avenue. These members also expressed concern with anticipated traffic, disagreeing with the conclusions of the petitioner's traffic report. They expressed specific complaints about traffic at Maine West High School as well as in the vicinity of Lee and Forest. They stated pedestrian-safety concerns about crossing Oakton Street. Overall, they expressed a preference for single-family detached homes instead of townhouses. One member of the public asked whether eminent domain was being used for the project (CED staff replied that it is not) and then added that a 16-foot tall fence should be at the north lot line instead of the proposed 8-foot-tall fence. The Acting Chairman gave the petitioner an opportunity to respond to concerns. The petitioner responded by pointing to traffic study conclusions. They emphasized they would be retaining many healthy mature trees, particularly at the north lot line where screening is important between the single-family neighborhood and the proposed development. They reviewed their overall planting plan and explained how they believe their site and building design is not intrusive in the north end of the development. Members of the public asked about the timeline of meetings and approvals and construction. The Acting Chairman, petitioner, and CED staff explained the process. If the requests obtain final approvals, the petitioner would aim to begin construction in Spring 2022.
5. The PZB *recommended* (4-0) that the City Council *approve* the request with the following conditions: (i) The necessary redevelopment agreement and Plat of Vacation should be negotiated with and approved by the City prior to recording of any Final PUD Plat or Final Plat of Subdivision. All preliminary or tentative plats should be revised, if necessary, to reflect the agreed-upon vacations; (ii) The governing documents for the subject parcels will be reviewed and approved by the City Attorney prior to the recording of any Final PUD Plat or Final Plat of Subdivision; and (iii) All proposed improvements and modifications shall be in full compliance with all applicable codes and ordinances. Drawings may have to be modified to comply with current codes and ordinances.

Respectfully submitted,



Paul Saletnik,  
Des Plaines Planning and Zoning Board, Acting Chairman

Cc: City Officials/Aldermen

**4. Addresses:** 1050 East Oakton Street  
1090-1100 Executive Way, 1555 Times Drive

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

The petitioner is requesting the following items: (i) a Preliminary Planned Unit Development (PUD) under Section 12-3-5 of the Des Plaines Zoning Ordinance, as amended; (ii) a Conditional Use for a Planned Unit Development under Section 12-3-4 of the 1998 Des Plaines Zoning Ordinance as amended; (iii) Tentative Plat of Subdivision under Section 13-2-2 of the Subdivision Regulations; and (iv) a Map Amendment under Section 12-3-7 of the 1998 Des Plaines Zoning Ordinance as amended to rezone the subject property from C-3, General Commercial District to R-3, Townhouse Residential.

**PINs:** 09-20-316-020-0000; -021-0000; -023-0000; -024-0000; -025-0000; -026-0000;  
09-20-321-005-0000; 09-20-322-001-0000  
**Petitioner:** Marc McLaughlin, M/I Homes of Chicago, LLC  
**Owner:** 1090-1100 Executive Way, LLC; Times Drive, LLC; Oakton Mannheim LLC

Acting Chairman Saletnik swore in Julie Workman of Levenfeld Pearlstein, LLC, Rich Olson of Gary R Weber and Associates , and Marc McLaughlin of M/I Homes of Chicago, LLC.

Ms. Workman provided an overview of the request and stated that all necessary actions have been completed; transit-orientated development will consist of 125 townhomes and is in line with the City's Comprehensive Plan.

Mr. McLaughlin provided an overview of M/I Homes and provided additional information on the proposed site.

Acting Chairman Saletnik asked if the Board had any questions.

Acting Chairman Saletnik inquired about current locations of developments built by M/I Homes. Mr. McLaughlin stated that there are townhome developments in nearby Arlington Heights, Rolling Meadows, and Northbrook. There is a single home development in Lake Zurich. Mr. McLaughlin also stated that M/I Home developments are split, with approximately 50% townhome developments/50% single family homes.

Member Fowler inquired about single-story townhomes. Mr. McLaughlin stated that M/I Homes is developing a two-story townhome to be released Spring 2022, however, that is not an option for the Halston Market development.

Member Hofherr expressed a desire for a ranch-style townhome development.

Acting Chairman Saletnik inquired about the floor plan of the homes and square footage. Mr. McLaughlin stated that each home will be between 1,600 and just under 2,000 square feet, with three levels; basement level (garage, foyer), main level (kitchen and living space), and second floor (bedrooms).

Member Fowler inquired about the price point of the units. Mr. McLaughlin stated that units begin in the \$200's, with closing in the \$300's, there will be five different unit templates, each with their own pricing.

Acting Chairman Saletnik stated that the development is high quality, attractive and adds value to the area.

Member Catalano inquired about moving the buildings near the property line to an area of green space. The Petitioner stated that the green space is the low point of the property and will be used to regulate stormwater. Mr. McLaughlin stated the pond relocation may be considered, but the pond is located in the outfall and may be difficult to move.

Member Fowler asked the Petitioners to address the issue with the fence, and to consider increasing the height of the fence at the north lot line for additional screening and privacy. Member Fowler commented that the proposed development is a marked improvement of what is existing and urged the Petitioners to "be good neighbors".

Member Fowler inquired about the timeline for the completion of the stoplight at Lee & Forest. Director McMahon stated that the project should be substantially complete by August.

Acting Chairman Saletnik asked if there were any questions or concerns from the public. The following comments were heard:

- Tony Chamas, 1061 Wicke Ave, Des Plaines: Stated that he moved into the neighborhood eight years ago and it is a quiet residential neighborhood. Mr. Chamas stated that he is uncomfortable with a 120-unit development 29 feet from his window. Mr. Chamas also stated that he was not aware of this development and did not receive notice.
- Rosa Carrerra and Sean Chizmel, 1099 Wicke Ave, Des Plaines: Stated that the development is right in their backyard and the area is currently a dump yard. Ms. Carrerra does not want a three-story building behind a fence. Ms. Carrerra also stated that the area also is highly congested with traffic due to the Jewel and construction projects; she appreciates the developers looking at Des Plaines for building, but urged a different site. Mr. Chizmel inquired about the traffic studies, current eastbound Oakton only has center lane turn lane. Mr. Chizmel also suggested a higher than six foot privacy fence if the development is approved.
- Mike and Vickie Benzinger, Des Plaines: The Benzingers' provided comments on traffic in the area, using the neighboring as a cut-through to bypass the Oakton & Lee light. They also commented on the traffic generated by Maine West High School and Beacon Tap. Ms. Benzinger also commented on public safety, especially a fire concern, and infrastructure concerns, and stated that she has pictures that she plans on sending to Ald. Brookman. Ms. Benzinger concluded that she would rather a single home development or warehouse use with Monday-Friday business hours. Overall, they want to enjoy their backyard and neighbors and are against the development.
- Michael Madden, Des Plaines: Mr. Madden inquired about the process for the public hearing and confirmed that this is the first step. Mr. Madden asked if there was any need for imminent

domain, regarding the two properties near Jewel, staff responded that there has been no discussion to that affect. Mr. Madden also commented on the eight foot fence near Jewel that is rotted and needs to be replaced, he suggested a minimum of a sixteen foot fence for privacy.

Mr. McLaughlin provided the following responses to resident comments:

- Resident notification was handled at the municipal level and the Developer was not involved in that process.
- The egress/ingress of the property is located off Oakton. The Developers have completed a traffic study completed by KLOA, the study dictated that an additional traffic light was not warranted. Mr. McLaughlin stated that traffic studies are determined by the frequency of movement, the movement dictates the need for additional traffic signals. City staff in receipt of the full version of the traffic study.
- Mr. McLaughlin stated that they plan on keeping the existing tree line, with the closest buildings 21-feet from the property line.

Rich Olson provided the following responses to resident comments:

- Mr. Olson highlighted the landscape plan including the buffering measures with heavy screening of vegetation. There are currently an excess of over 50 trees in the rear, near the property line and hope to continue the additional screening. Mr. Olson clarified which buildings are proposed to be sited within the rear yard (20-21-foot setback) There are four buildings that require this exception.
- Mr. Olson provided an orientation of the subdivision, parking and landscape features. The parking minimum requirement would be met.
- Mr. Olson also stated that this was a first submission and they are open to feedback.

Mr. Chamas had a concern about the vegetation and was offended by the statement “high quality brick for the area”. Mr. Olson responded that trees will be planted in accordance with the code requirements. Mr. Olson further stated that he did not mean for his comment to be offensive, but that the building materials are high quality and will be used in Des Plaines.

Mike Benzinger asked the Petitioners how far off the fence line the buildings would be built. Acting Chairman Saletnik referred to the site plan, there is green space and parking adjacent to the property line; one building is approximately 21 feet from a fence line, while another is approximately 45 feet from a side lot, with the area heavily landscaped.

Mr. Benzinger inquired further about the traffic study, stating that three people have been killed in the area over the past ten years. Mr. Benzinger also questioned putting a single-family home development in the location instead of townhomes. Ms. Workman stated that due to the proximity of the proposed Oakton Metra station, the City had a wish list item for a transit-orientated development, this project hopes to meet that need. The project is well-suited to achieving the City’s goals as in line with the Comprehensive Plan and Oakton Street Corridor plan.

Ms. Workman also stated that the conclusions of the traffic study can be found on page 52 of the informational packet. Ms. Workman continued that IDOT approves traffic signals, and from the findings of the traffic study a signal would not be warranted. The development will have pedestrian walkways to promote safety. Ms. Workman provided some information on the increase of traffic due the pandemic, with people being home, picking-up/dropping-off children, and that traffic should normalize as we move toward pre-pandemic normalcy.

Ms. Vickie Benzinger expressed concern over traffic, especially with the state of parking lots for Jewel and Starbucks. Ms. Workman stated that the development plans to having walking paths for connectivity to local shopping centers.

Ms. Carrera inquired about the building process and how long the project would take to completed. Mr. McLaughlin stated that one the development is approved through the municipal process, they plan to break ground Spring 2022. The development will be completed in two phases, a north and south, and should take approximately six months for land development and a model, pending adequate approvals.

Acting Chairman Saletnik asked Staff to walk through the application process. Direct McMahon responded with the following process:

1. Public Hearing for Preliminary Planned Unit Development at Planning & Zoning Board Meeting
2. Preliminary Planned Unit Development item at City Council Meeting
3. Engineering Department Review
4. Public Hearing Final Planned Unit Development at Planning & Zoning Board Meeting
5. Final Planned Unit Development at City Council Meeting

Acting Chairman Saletnik reminded the audience that the Public Hearing is an opportunity for positive dialogue with the Developers.

Acting Chairman Saletnik stated that this development has been the most sensitive and to scale compared to other developments is the same site.

Member Catalano inquired about how long the property has been vacant. Mr. Carlisle stated that the previous building was demolished in 2013, and the property has been cleared throughout the years. Mr. Carlisle noted that there have been several code violations on the site. He also mentioned large vacancies in neighborhoods are a drag to property values.

Acting Chairman Saletnik asked that the Staff Report be entered into record. Economic Development Manager Carlisle provided a summary of the following report:

**Issue:** The petitioner is requesting the following under the Zoning Ordinance: (i) a Preliminary PUD under Section 12-3-5; (ii) a Conditional Use for a PUD under Section 12-3-4; and (iii) a Map Amendment to rezone the subject property from C-3, General Commercial District to R-3, Townhouse Residential under Section

12-3-7. The petitioner also requests a Tentative Plat of Subdivision under Section 13-2-2 of the Subdivision Regulations. Finally, under Section 8-1-9 of the Municipal Code, the petitioner will seek a Vacation of Public Streets to be approved by the City Council.

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

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

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

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

**Ward:** #5, Carla Brookman

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

#### **Existing and Historical**

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

**Surrounding Zoning:** North: R-1, Single-Family Residential  
South: C-3, General Commercial and C-4, Regional Shopping  
East: C-3, General Commercial, and C-4 Regional Shopping  
West: C-3, General Commercial

**Surrounding Land Use:** North: Single-family detached homes  
South: Restaurants and retail goods  
East: Services (Vision Care), restaurants, retail goods (Jewel-Osco grocer)  
West: Post office

**Street Classification:** Oakton Street is classified as an arterial roadway. Times Drive and Executive Way are local roadways.

#### **Comprehensive Plan**

**Illustration** The Comprehensive Plan illustrates this property as commercial

### **Preliminary Planned Unit Development (PUD)**

#### **Project Summary:**

The petitioner is proposing a full redevelopment of 11.2 contiguous acres of vacant property at 1050 East Oakton Street, 1090-1100 Executive Way, and 1515 Times Drive. The proposal is for a residential-only development of 125 townhouses, tentatively branded as Halston Market. Seven townhouses would have two bedrooms, and 118 would have three bedrooms. The units would be horizontally connected to each other and spread across 23 separate buildings. Each building would be three stories with each unit having a ground-floor, two-car, rear-loaded garage (i.e. facing inward, not toward public streets or private drives). Walkways would connect unit front doors to public and private sidewalks.

Each building will also have balconies and include landscaped grass front yards. However, the amount of private open space per unit is minimal, as the concept is built around shared open space. Centrally located on the site would be a landscaped common plaza area of 14,000 square feet with benches, plantings, walkways, and open green space.

There is also a 10,605-square-foot common area oriented north-south between the buildings in the southwest portion. In the southeast portion, a stormwater detention area ("dry" basin, not a pond) of approximately 69,050-square feet (1.6 acres) is shown, with 21 adjacent surface parking spaces intended for visitors. Fifteen additional spaces intended for visitors are interspersed through the development for a total of 286, which would meet the parking minimum of Section 12-9-7.

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

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

At this time, the petitioner is requesting the following bulk exceptions under Section 12-3-5 from the regulations for the proposed R-3 district:

**Minimum lot area:** Seventy-nine units are proposed with a lot area of 923 square feet, and 46 units are proposed at 1,038 square feet. The proposed lot area for each unit includes only the livable space inside the building and a small landscaped front yard. All other area in the development (e.g. open space,



driveways, stormwater detention) is allocated not to dwelling units but instead to the development overall. The minimum lot area per dwelling unit is 2,800 square feet.

**Minimum rear yard (north):** A setback of 20.63 feet is proposed where the minimum rear yard setback is 25 feet.

Regarding streets and access, the petitioner proposes that the north-south portion of Executive Way – where it connects to Oakton and borders the post office – would remain a public street. However, at the curve it would become a private drive, which requires a public street vacation of approximately 21,000 square feet. Similarly, a portion of Times Drive (approximately 7,700 square feet) would also be vacated and become private. This does not align with the submitted Tentative Plat of Subdivision.

The traffic statement discusses the parking and trip generation for the proposed townhouse development in more detail. The Illinois Department of Transportation (IDOT), citing existing signalized intersections at Lee Street and Webster Lane (1,600 feet apart), does not support the creation of an additional signalized intersection at Oakton. For pedestrians this will require using the north side of Oakton before reaching a marked crossing, approximately 700-800 feet in each direction (three-to-five-minute walk for an able-bodied person).

### **Map Amendment & Conditional Use**

#### **Request Summary:**

The petitioner has requested a map amendment to rezone the subject property from C-3 General Commercial to R-3 Townhouse Residential. Although the site is illustrated as commercial in the 2019 Comprehensive Plan, the 2009 Oakton-Elmhurst Plan sets forth a vision with residential occupying much of the site – albeit with some commercial fronting Oakton Street. Nonetheless, R-3 is present about 1,000 feet to the west and does directly border Oakton Street (Fairmont Place development).

In general, residential is necessary proximate to commercial areas to support their vitality, and while this project would front Oakton Street, it would not front Lee Street, which would preserve commercial use at the main intersection of the Oakton-Lee area. The creation of the Oakton-Lee TIF district, as well as the City's vision to establish a Metra commuter train station at Oakton and the North Central Service line, calls for adding residential units in the vicinity and activating vacant sites through unsubsidized development to raise the assessed value of the TIF. Improving the vacant land with this proposal would accomplish those goals

Other than the listed exceptions under Preliminary Planned Unit Development, the proposed development would meet all other R-3 bulk regulations as excerpted in the table to follow:

**Bulk Regulations for R-3 Townhouse Residential**

<b>Yard</b>	<b>Required</b>	<b>Proposed</b>
Front Yard (South)	Min.: 25 Feet	25 Feet
<b><i>Rear Yard (North)*</i></b>	<b><i>Min.: 25 Feet, if Building Height &lt; 35 feet</i></b>	<b><i>About 21 Feet</i></b>
Side Yard (East)	Min: 5 Feet	22 Feet
Corner Side Yard (West)	Min: 10 Feet	21 feet
Building Height	Max: 45 Feet	Three stories (About 35 feet)

***\*An exception would be required to the minimum required rear yard.***

A conditional use is required in R-3 by virtue of the proposed PUD.

**Tentative Plat of Subdivision**

**Request Summary:**

The petitioner is requesting a Tentative Plat of Subdivision to resubdivide the subject property. Under Section 13-3-1 the Subdivision Regulations require improvement of adjacent rights-of-way, which means, for example, that Executive Way next to the Post Office will receive new curb, gutter, and resurfacing. Further, under Section 13-4 the Subdivision Regulations require park land dedication and/or fee-in-lieu, although proposed private open space could provide a partial offset.

The existing property contains eight lots, which would be divided into lots for each individual townhouse unit (125), plus six lots for common areas, private drives, and the stormwater detention area for a total of 131. The new subdivision will encompass the entire 11.2-acres as shown in Attachment 6. The petitioner's Tentative Plat shows that the size of each townhouse parcel will vary from 923 square feet in size for interior units to 1,038 square feet in size for end units. The Tentative Plat also shows the following existing easements: (i) a 13-foot Public Utility Easement and 20-foot building line on both sides of Executive Way throughout the development; (ii) a 13-foot Public Utility Easement and 20-foot building line on both sides of Times Drive throughout the development; (iii) a 20-foot building line along Oakton Street on the south side of the lot; (iv) a ten-foot electric and telephone easement and 24-foot ingress, egress, and driveway easement behind the commercial development on the south side of the lot; (v) a 23-foot public utility easement along the existing drive aisle east of the proposed detention area; (vi) a 15-

foot public utility easement along the east property line of the development; and (vii) a five-foot public utility easement located along the north property line of the development.

The proposal includes vacating a portion of Executive Way and Times Drive with their respective easements, which is described in more detail below.

### **Vacation of Public Streets**

#### **Request Summary:**

As described in the Project Summary on Pages 2-3, the applicant will seek vacations of public streets. It is unclear in the submission if the private drives will be gated at the point they intersect with public street segments (for example, at the Executive Way curve). Furthermore, regarding Times Drive, the commercial property at the northeast corner of Times and Oakton relies on Times for access, so it is recommended the City retain the southernmost approximately 110 linear feet, with the redevelopment agreement stating that townhouse owners will be responsible for maintenance of this segment. The City is in the process of appraising the right-of-way areas, and staff recommends that executing the agreement(s) and recording the corresponding plat is a condition for final approval.

### **Alignment with the 2019 Comprehensive Plan**

#### **Under Overarching Principles:**

The principle to “Provide a Range of Housing Options” mentions “high-quality townhomes” in general and recommends, “For the Oakton Street Corridor, it is recommended that the City update ... zoning ... to permit townhomes, rowhomes, and mixed-used development.”

#### **Under Land Use & Development:**

The Future Land Use Plan illustrates the property as commercial. While the proposal does not align, it may be seen as a reasonable concept to support nearby commercial uses and the theme that the Oakton-Lee intersection should be anchored by commercial.

#### **Under Housing:**

There is a recommendation to “Ensure the City has several housing options to fit diverse needs.” Townhouses appeal to a wide range of potential households and provide a middle ground between the heavy supply (proportionally) of single-family detached homes and apartments/condominiums.

### **Alignment with the 2009 Oakton Street/Elmhurst Road Corridor Plan**

- This proposal coincides with the vision to develop a portion of a large site with residential, although the plan calls for multifamily and the proposal is for single-family attached. However, because residential would occupy the entire site, it is likely the number of units envisioned in the general area is more or less aligned.
- However, the proposal does not include any commercial, and the plan called for both residential and commercial (mixed use). In the concept sketch, generally small, standalone

commercial buildings akin to Vision Care, Dunkin Donuts, and Charcoal Delights are shown at the Oakton frontage.

**Alignment with the 2019 Oakton Station Feasibility Study**

- The study includes the subject site in the proposed station area because it is within a half-mile radius (10-minute walk). The study suggested that a new Metra station could attract transit-oriented development (TOD) in the form of multifamily, office, and retail. However, TOD tends to follow after the transit operator has formally committed to the station or after it is operational.
- While not as dense as the multifamily residential typically found next to Metra stations, this proposed townhouse residential development would add an estimated 300 residents to the area (based on the resident projections in the Subdivision Regulations). These new residents would grow the market of potential riders and bolster the City's case for having a station.

**PUD and Conditional Use Findings**

As required, the proposed development is reviewed below in terms of the findings contained in 12-3-4 and 12-3-5 of the Zoning Ordinance:

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

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

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

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

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

**Comment:** The proposed project is in-line with the intent of a PUD as there are exceptions being requested to accommodate the specific design of this mixed-use development, which allocates much of its land to common areas to appeal to households to whom it is marketed. Please also see the responses from the applicant.

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

**Comment:** All provisions for public services, adequate traffic control and the protection of open space are would be accommodated in the proposed development. Please also see the responses from the applicant.

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

**Comment:** The proposed development serves as a transition between single-family development to the north and corridor commercial development to the south and east. Additionally, considerations will be made to mitigate impact on the nearby residential uses from light and noise pollution. Please also see the responses from the applicant.

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

**Comment:** The proposed project will contribute to an improved physical appearance by removing a large, vacant, visually unappealing property. Such a significant improvement will contribute positively to the tax base – of the City overall and the Oakton-Lee TIF – and economic well-being of the community. Please also see the responses from the applicant.

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

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

#### **Map Amendment Findings**

As required, the proposed development is reviewed below in terms of the findings contained in 12-3-7 of the Zoning Ordinance:

**A. Whether the proposed amendment is consistent with the goals, objectives, and policies of the comprehensive plan, as adopted and amended from time to time by the city council:**

**Comment:** The proposed amendment is consistent with general guidance and vision, if not the property illustration future land use map. Please also see the responses from the applicant.

**B. Whether the proposed amendment is compatible with current conditions and the overall character of existing development in the immediate vicinity of the subject property;**

**Comment:** Townhouse residential is already present on the north side of Oakton in the vicinity and would be complementary to and bolstering of desired commercial character nearby. Please also see the responses from the applicant.

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

**Comment:** Public facilities and services must be made available to the subject property, even after public street vacations. Please also see the responses from the applicant.

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

**Comment:** The amendment would likely lead to redevelopment and the elimination of a large, vacant property that is a drag on property value. To that end, it would be an enhancement of property value. Please also see the responses from the applicant.

**E. Whether the proposed amendment reflects responsible standards for development and growth.**

**Comment:** The proposed development complements existing development and is a good first step in achieving the revitalization desired through the Oakton-Lee TIF and Oakton train station feasibility study. Additionally, screening considerations, particularly at the north lot line, will be made to reduce any impact on the nearby residential uses from light and noise pollution. Please also see the responses from the applicant.

**Recommendation:**

Staff supports the Preliminary PUD; Conditional Use for PUD, Map Amendment from C-3 to R-3, and Tentative Plat of Subdivision subject to the following conditions:

1. The necessary redevelopment agreement and Plat of Vacation should be negotiated with and approved by the City prior to recording of any Final PUD Plat or Final Plat of Subdivision. All preliminary or tentative plats should be revised, if necessary, to reflect the agreed-upon vacations.
2. The governing documents for the subject parcels will be reviewed and approved by the City Attorney prior to the recording of any Final PUD Plat or Final Plat of Subdivision.
3. All proposed improvements and modifications shall be in full compliance with all applicable codes and ordinances. Drawings may have to be modified to comply with current codes and ordinances.

**Planning and Zoning Board Procedure:**

The Planning and Zoning Board may vote to *recommend* approval, approval with modifications, or disapproval. The City Council has final authority over the Preliminary Planned Unit Development, the Conditional Use, the Map Amendment, the Tentative Plat of Subdivision, and the Vacation of Public Streets requests for 1050 East Oakton Street.

A motion was made by Board Member Hofherr, seconded by Board Member Catalano, to approve the Preliminary Planned Unit Development, the Conditional Use, the Map Amendment, the Tentative Plat of Subdivision, and the Vacation of Public Streets requests for 1050 East Oakton Street, with the following conditions: (i) The necessary redevelopment agreement and Plat of Vacation should be negotiated with and approved by the City prior to recording of any Final PUD Plat or Final Plat of Subdivision. All preliminary or tentative plats should be revised, if necessary, to reflect the agreed-upon vacations (ii) The governing documents for the subject parcels will be reviewed and approved by the City Attorney prior to the recording of any Final PUD Plat or Final Plat of Subdivision and (iii) All proposed improvements and modifications shall be in full compliance with all applicable codes and ordinances. Drawings may have to be modified to comply with current codes and ordinances.

AYES: Hofherr, Catalano, Fowler, Saletnik

NAYES: None

ABSTAIN: None

**\*\*\*MOTION CARRIES UNANIMOUSLY \*\*\***



CITY OF DES PLAINES

ORDINANCE        Z - 40 - 21

**AN ORDINANCE APPROVING A PRELIMINARY  
PLANNED UNIT DEVELOPMENT, TENTATIVE PLAT OF  
SUBDIVISION, AND MAP AMENDMENT FOR 1050 EAST  
OAKTON STREET, 1000-1100 EXECUTIVE WAY, AND 1555  
TIMES DRIVE (Case #21-019-PPUD-TSUB-MAP-CU).**

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**WHEREAS**, 1090-1100 Executive LLC (*“Executive Way Property Owner”*) is the owner of that certain real property commonly known as 1090-1100 Executive Way, Des Plaines, Illinois (*“Executive Way Property”*); and

**WHEREAS**, 1555 Times LLC (*“Times Drive Property Owner”*) is the owner of that certain real property commonly known as 1555 Times Drive, Des Plaines, Illinois (*“Times Drive Property”*); and

**WHEREAS**, Oakton Manheim LLC (*“Oakton Street Properties Owner”*) is the owner of those certain real properties commonly known as 1050 E. Oakton Street, Des Plaines, Illinois and 1000 Executive Way, Des Plaines, Illinois (collectively, *“Oakton Street Properties”*) (collectively, the Executive Way Property Owner, Times Drive Property Owner, and Oakton Street Properties Owner are the *“Owners”*) (collectively the Executive Way Property, Times Drive Property and Oakton Street Properties are the *“Subject Property”*); and

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

**WHEREAS**, M/I Homes of Chicago LLC (*“Petitioner”*) is the contract purchaser of the Subject Property; and

**WHEREAS**, the Executive Way Property, the Times Drive Property and the Oakton Street Properties are vacant and unimproved and are separated by the Times Drive and Executive Way public rights-of-way; and

**WHEREAS**, the Petitioner proposes to: (i) resubdivide the Subject Property, which resubdivision contemplates the vacation of portions of the Times Drive and Executive Way public rights-of-way (*“Proposed Vacation”*); and (ii) develop the Subject Property with 23 three-story townhouse buildings containing a total of 125 townhouse units, 309 parking spaces (250 for residents and 59 for guests), associated private drives and access lanes, multiple common open space recreational areas, and stormwater detention facilities (collectively, the *“Proposed Development”*); and

**WHEREAS**, pursuant to Sections 12-3-5, and 12-3-7 of the City of Des Plaines Zoning Ordinance (*“Zoning Ordinance”*) and Title 13 of the City Code of the City of Des Plaines, as amended (*“Subdivision Regulations”*), the Petitioner filed, with the consent of the Owners, an application with the City for the approval of: (i) a map amendment to the “Zoning Map of the City of Des Plaines” (*“Zoning Map”*) to rezone the Subject Property from the C-3 District to the R-3

Townhouse District ("**Proposed Map Amendment**"); (ii) a tentative plat of subdivision for the entire Subject Property prepared by CAGE Civil Engineering, consisting of four sheets, with a latest revision date of September 21, 2021 ("**Proposed Tentative Plat of Subdivision**"); (iii) a preliminary plat of planned unit development of the Subject Property ("**Proposed Preliminary Plat of PUD**"), including a certain proposed exception within the proposed planned unit development ("**Proposed PUD Exception**"); (collectively, (i) through (iii) is the "**Requested Relief**"); and

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

**WHEREAS**, within 90 days after the date of the Petitioner's application, a public hearing was held by the PZB on June 22, 2021 pursuant to publication in the *Journal & Topics* on June 2, 2021; and

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

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

**WHEREAS**, pursuant to Sections 12-3-5 and 12-3-7 of the Zoning Ordinance, the PZB filed a written report with the City Council on June 28, 2021, summarizing the testimony and evidence received by the PZB and stating by a vote of 4-0 its recommendation to approve the Requested Relief subject to certain conditions; and

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

**WHEREAS**, the City Council has considered the written report of the PZB, the applicable standards for map amendments, tentative plat of subdivision, and planned unit developments set forth in the Zoning Ordinance and the Subdivision Regulations, and the Community and Economic Development Staff Memorandum dated September 23, 2021, and has determined that it is in the best interest of the City and the public to approve the Requested Relief in accordance with the provisions of this Ordinance.

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

**SECTION 1. RECITALS.** The recitals set forth above are incorporated herein by reference and made a part hereof, the same constituting the factual basis for the approval of the Proposed Preliminary Plat of PUD.

**SECTION 2. LEGAL DESCRIPTION OF THE SUBJECT PROPERTY.** The

Subject Property is legally described as:

PARCEL 1:

LOT 8 IN FIRST ADDITION TO OAK LEAF COMMONS-OFFICE PLAZA, BEING A RESUBDIVISION OF LOT 7 IN OAK LEAF COMMONS-OFFICE PLAZA, BEING A RESUBDIVISION OF PART OF LOTS 5 AND 6 IN CARL LAGERHAUSEN ESTATE DIVISION, AND PART OF LOT 1 IN WILLIAM LAGERHAUSEN DIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 11, 1967 AS DOCUMENT LR2307695, ALL IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE FIRST PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 7 IN FIRST ADDITION TO OAK LEAF COMMONS OFFICE PLAZA, BEING A RESUBDIVISION OF LOT 7 IN OAK LEAF COMMONS OFFICE PLAZA, BEING A RESUBDIVISION OF PART OF LOTS 5 AND 6 IN CARL LAGERHAUSEN ESTATE AND PART OF LOT 1 IN WILLIAM LAGERHAUSEN DIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 11, 1967 AS DOCUMENT LR2307695, ALL IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 1:

LOTS 1, 2, 3, AND 4 IN OAK LEAF COMMONS – OFFICE PLAZA, BEING A RESUBDIVISION OF PART OF LOTS 5 AND 6 IN CARL LAGERHAUSEN ESTATE DIVISION, AND PART OF LOT 1 IN WILLIAM LAGERHAUSEN DIVISION, ALL IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 3 IN CATERER’S RESUBDIVISION IN LOTS 5 AND 6 IN OAK LEAF COMMONS – OFFICE PLAZA, BEING A RESUBDIVISION OF PART OF LOTS 5 AND 6 IN CARL LAGERHAUSEN ESTATE DIVISION AND PART OF LOT 1 IN WILLIAM LAGERHAUSEN DIVISION, ALL IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF FILED JULY 9, 1980 AS DOCUMENT LR3168393

P.I.N.s: 09-20-316-020-0000; 09-20-316-021-0000; 09-20-316-023-0000; 09-20-316-024-0000; 09-20-316-025-0000; 09-20-316-026-0000; 09-20-321-005-0000; 09-20-322-001-0000

**SECTION 3. APPROVAL OF TENTATIVE PLAT OF SUBDIVISION.** Subject to and contingent upon the conditions set forth in Section 8 of this Ordinance, and pursuant to Section 13-2-7 of the City Code, and subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 5 of this Ordinance, the City Council hereby approves the Tentative Plat of Subdivision for the Subject Property, a copy of which is attached to, and by this reference, made a part of this Ordinance as *Exhibit A*.

**SECTION 4. APPROVAL OF PROPOSED MAP AMENDMENT.** Pursuant to Section 12-3-7 of the Zoning Ordinance, the City Council has considered the factors relevant to the approval of map amendments and has determined that the procedure for the review of map amendments has been satisfied. The City Council hereby approves the Proposed Map Amendment, and the Zoning Map is hereby amended to rezone the Subject Property from the C-3 General District to the R-3 Townhouse District.

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

- A. Preliminary PUD Plat for Halston Market, consisting of one sheet, prepared by CAGE Civil Engineering, and with a latest revision date of September 21, 2021;
- B. Building Elevations and Floor Plans for Halston Market, consisting of nine sheets, prepared M/I Homes of Chicago LLC, and with a latest revision date of February 23, 2021; and
- C. Preliminary Site Improvement Plans for Halston Market, consisting of three sheets, prepared by CAGE Civil Engineering, and with a latest revision date of September 21, 2021

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

**SECTION 6. ACKNOWLEDGEMENT OF REQUEST FOR PUD EXCEPTION.**

The City Council hereby acknowledges that pursuant to Section 12-3-5.C of the Zoning Ordinance, the Petitioner has requested, and the Proposed Preliminary Plat of PUD contemplates, two exceptions to the bulk regulations of the R-3 Townhouse District: (1) to permit a minimum lot area of 923 square feet per dwelling unit, where a minimum of 2,800 square feet per dwelling unit is required, as set forth in Section 12-7-3.F of the Zoning Ordinance; and (2) to permit fence at the rear lot line of eight feet when the maximum allowed for a residential use is six feet. At the time of consideration of a proposed final plat of planned unit development (*"Final Plat of PUD"*) for the Subject Property, a final plat of subdivision for the Subject Property, and a final development plan for the Subject Property, the City Council will consider approval the Proposed PUD Exception.

**SECTION 7. SUBMISSION OF FINAL PLAT OF PUD AND FINAL PLAT OF SUBDIVISION.** Pursuant to and in accordance with Section 12-3-5.D.3 of the Zoning Ordinance and Section 13-2-4 of the Subdivision Code, the adoption of this Ordinance authorizes the Petitioner to submit a Final Plat of PUD and a final plat of subdivision for the Subject Property to the City.

**SECTION 8. EFFECT OF APPROVAL OF PROPOSED PRELIMINARY PLAT OF PUD.** Pursuant to Section 12-3-5.D.3 of the Zoning Ordinance, the approval of the Proposed Preliminary Plat of PUD for the Subject Property, as provided in Section 5 of this Ordinance, will not be deemed or interpreted as authorizing or entitling the development or the improvement of the Subject Property in any manner whatsoever unless and until the City Council approves, by ordinance or resolution duly adopted, as the case may be: (i) a conditional use permit for a planned

unit development for the Subject Property, pursuant to Section 12-3-5.D.5 of the Zoning Ordinance; and (ii) a final plat of subdivision for the Subject Property, pursuant to Section 13-2-8 of the Subdivision Regulations. Nothing herein will be deemed or interpreted as obligating or requiring the City Council to approve a conditional use permit for a planned unit development or a final plat of subdivision. Further, the City Council has no obligation to consider or approve a conditional use permit for a planned unit development or a final plat of subdivision unless and until:

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

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

**SECTION 9. CONDITIONS OF APPROVAL.** The approvals granted in Sections 3, 4, and 5 of this Ordinance are expressly subject to and contingent upon compliance by the Petitioner with each and all of the following conditions, all at the sole cost and expense of the Petitioner:

A. The Petitioner must prepare and submit to the City: (i) a Final Plat of PUD for the Subject Property that meets all the requirements of Section 12-3-5 and Section 12-14-5 of the Zoning Ordinance; and (ii) a Final Plat of Subdivision for the Subject Property; that meets all the requirements of the Subdivision Regulations.

B. Development Agreement and Plat of Vacations. A development agreement ("***Development Agreement***") between the Petitioner and the City and a plat of vacation for the Proposed Vacations ("***Plat of Vacation***"), in forms acceptable to the City's General Counsel, must be submitted for approval by the City Council concurrently with the City Council's approval of

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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.

C. Any and all governing documents for the Proposed Development including covenants, conditions, and restrictions, or operating reciprocal easement agreements must be submitted to and approved by the City's General Counsel prior to the recording of any Final Plat of PUD or Final Plat of Subdivision.

D. All proposed improvements and modifications shall be in full compliance with all applicable regulations, codes, and ordinances. All Engineering, Landscape, and Building plans will be updated or modified to comply with requirements in effect at the time of approval of the Final Plat of PUD.

E. The Petitioner must obtain approval of its final engineering plans for the Subject Property from the City of Des Plaines Public Works and Engineering Department.

F. The final plans submitted with the Final Plat of PUD shall be in substantial compliance with the Preliminary Plat of PUD, except that plans shall be labeled to demonstrate construction of a new fence at the north lot line instead of utilizing the existing fence. City Council may determine in its discretion at the time of Final Plat approval that for the purposes of tree preservation or another compelling reason that rehabilitation of the existing fence is acceptable in lieu of constructing a new fence.

**SECTION 10. TIME PERIOD FOR SUBMISSION OF FINAL PLAT OF PUD AND FINAL PLAT OF SUBDIVISION.** Pursuant to and in accordance with Section 12-3-5.D.3 of the Zoning Ordinance and Section 13-2-10.B of the Subdivision Regulations, respectively, the Petitioner must submit for review by the City: (a) a Final Plat of PUD for the Subject Property no

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later than the date that is 12 months after the effective date of this Ordinance; and (b) a final plat of subdivision for the Subject Property no later than the date that is 12 months after the effective date of the approval of the Proposed Tentative Plat of Subdivision by the PZB.

**SECTION 11. EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

**SECTION 12. SEVERABILITY.** If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

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

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

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

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

**ATTEST:**

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

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

Approved as to form:

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

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

## OWNER/CLIENT

M/I HOMES OF CHICAGO, LLC  
400 E. DIEHL ROAD, SUITE 230  
NAPERVILLE, ILLINOIS

## CURRENT P.I.N.:

09-20-316-020  
09-20-316-021  
09-20-316-023  
09-20-316-024  
09-20-316-025  
09-20-316-026  
09-20-321-005  
09-20-322-001

## AREA TABLE

LOTS 1-125: 120,639 SQUARE FEET (2.770 AC±)  
LOT 500: 35,542 SQUARE FEET (0.816 AC±)  
LOT 501: 10,605 SQUARE FEET (0.243 AC±)  
LOT 502: 15,975 SQUARE FEET (0.367 AC±)  
LOT 503: 69,050 SQUARE FEET (1.585 AC±)  
LOT 504: 81,062 SQUARE FEET (1.861 AC±)  
LOT 505: 155,021 SQUARE FEET (3.559 AC±)  
TOTAL: 487,894 SQUARE FEET (11.201 AC±)

## TENTATIVE PLAT

OF

## HALSTON MARKET

## BASIS OF BEARINGS

COORDINATES AND BEARINGS ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83), ADJUSTED TO GROUND VALUES, AS ESTABLISHED BY REAL-TIME KINEMATIC (RTK) GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) UTILIZING GPS OBSERVATIONS



0 50' 100'  
1" = 30' (HORIZONTAL)

## SURVEYOR'S NOTES

- DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF. MEASUREMENTS SHOWN IN PARENTHESIS (XXX) ARE RECORD VALUES.
- DIMENSIONS ALONG CURVED LINES ARE ARC LENGTHS (L), RADIUS (R) AND CHORD BEARING AND LENGTH (CH).
- NO MEASUREMENT SHALL BE ASSUMED BY SCALE MEASUREMENT
- EASEMENTS AND SETBACKS AS SHOWN ON THE PLATTED SUBDIVISION ARE HEREBY GRANTED.
- THIS SUBDIVISION MAY BE SUBJECT TO MATTERS OF TITLE, WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT, PRE-EXISTING EASEMENTS, SETBACKS AND OTHER RESTRICTIONS WHICH MAY BE FOUND IN A CURRENT TITLE REPORT, LOCAL ORDINANCES, DEEDS OR OTHER INSTRUMENT OF RECORD AND MAY NOT BE SHOWN OR PLOTTABLE.
- DENOTES CONCRETE MONUMENTS.
- IN ACCORDANCE WITH CHAPTER 765 ILCS SECTION 205/1, 5/8"x 24" IRON RODS WILL BE SET AT ALL LOT CORNERS AND POINTS OF GEOMETRIC CHANGE, UNLESS SHOWN OTHERWISE, CONTACT SURVEYOR OF RECORD WITH DISCREPANCIES FOUND IN THE FIELD.

## LEGAL DESCRIPTION

LOT 7 AND 8 IN FIRST ADDITION TO OAK LEAF COMMONS-OFFICE PLAZA, BEING A RESUBDIVISION OF LOT 7 IN OAK LEAF COMMONS-OFFICE PLAZA, BEING A RESUBDIVISION OF PART OF LOTS 5 AND 6 IN CARL LAGERHAUSEN ESTATE DIVISION, AND PART OF LOT 1 IN WILLIAM LAGERHAUSEN DIVISION, ALL IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 11, 1967 AS DOCUMENT T2307695 IN COOK COUNTY, ILLINOIS.

TOGETHER WITH, LOTS 1, 2, 3 AND 4 IN OAK LEAF COMMONS-OFFICE PLAZA, BEING A RESUBDIVISION OF PART OF LOTS 5 AND 6 IN CARL LAGERHAUSEN ESTATE DIVISION, AND PART OF LOT 1 IN WILLIAM LAGERHAUSEN DIVISION, ALL IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 17, 1964 AS DOCUMENT T2187265 IN COOK COUNTY, ILLINOIS.

TOGETHER WITH, LOT 3 IN CATERER'S RESUBDIVISION OF LOTS 5 AND 6 IN OAK LEAF COMMONS-OFFICE PLAZA, BEING A RESUBDIVISION OF PART OF LOTS 5 AND 6 IN CARL LAGERHAUSEN ESTATE DIVISION AND PART OF LOT 1 IN WILLIAM LAGERHAUSEN DIVISION, ALL IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1980 AS DOCUMENT T3168393 IN COOK COUNTY, ILLINOIS.

Parcel Table	
Parcel #	Area (SF)
1	1038
2	923
3	923
4	923
5	923
6	1038
7	1038
8	923
9	923
10	923
11	1038
12	1038
13	923
14	923
15	923
16	923
17	1038
18	1038
19	923
20	923
21	923
22	923
23	1038
24	1038
25	923
26	923
27	923
28	1038
29	1038
30	923
31	923
32	923
33	923
34	1038
35	1038
36	923
37	923
38	923
39	1038
40	1038
41	923
42	923

Parcel Table	
Parcel #	Area (SF)
43	923
44	1038
45	1038
46	923
47	923
48	923
49	923
50	1038
51	1038
52	923
53	923
54	923
55	923
56	1038
57	1038
58	923
59	923
60	923
61	1038
62	1038
63	923
64	923
65	923
66	1038
67	1038
68	923
69	923
70	923
71	1038
72	1038
73	923
74	923
75	923
76	1038
77	1038
78	923
79	923
80	923
81	1038
82	1038
83	923
84	923

Parcel Table	
Parcel #	Area (SF)
85	923
86	1038
87	1038
88	923
89	923
90	923
91	1038
92	1038
93	923
94	923
95	923
96	923
97	1038
98	1038
99	923
100	923
101	923
102	923
103	1038
104	1038
105	923
106	923
107	923
108	923
109	1038
110	1038
111	923
112	923
113	923
114	1038
120	1038
121	1038
122	923
123	923
124	923
125	1038

REVISIONS	
REV. PER CLIENT COMM.	
PER VILLAGE REVIEW	
PER VILLAGE REVIEW	
REV SITE PLAN 08/20/21	
REV SITE PLAN 09/20/21	

HALSTON MARKET  
CITY OF DES PLAINES, ILLINOIS  
TENTATIVE PLAT OF SUBDIVISION

PROJ NO: 200138  
PM: SJP  
DATE: 05/19/21  
SCALE: 1"=50'  
SHEET NUMBER

1 OF 4

## SHEET INDEX

SHEET 1 OF 4: EX. BOUNDARY, EASEMENT, SETBACKS AND PROPOSED LOT LAYOUT  
SHEET 2 OF 4: VACATION OF EXISTING EASEMENTS, SETBACKS AND RIGHT-OF-WAY  
SHEETS 3 & 4 OF 4: PROPOSED LOT DETAILS

DATE: JUNE 10, 2021  
EXPIRES: 11/30/22

## LEGEND

- = EX. BOUNDARY LINE
- = EX. LOT LINE
- - - = EX. EASEMENT LINE
- - - = EX. CENTERLINE
- - - = BUILDING LINE
- - - = EX. STORM LINE
- - - = EX. SANITARY LINE
- - - = EX. WATERMAIN
- - - = EX. OVERHEAD UTILITY LINE
- - - = PROP. LOT LINE
- - - = PROP. EASEMENT LINE
- - - = PROP. SETBACK LINE
- XXX.XX = MEASURED INFORMATION
- (XXX.XX) = RECORD INFORMATION
- P.U.E. = PUBLIC UTILITY EASEMENT
- B.L. = BUILDING LINE
- S.M.E. = STORMWATER MANAGEMENT EASEMENT
- I.E.E. = INGRESS/EGRESS EASEMENT
- B.U.E. = BLANKET UTILITY EASEMENT
- = FOUND IRON ROD/PIPE
- ✕ = FOUND CUT CROSS
- = FOUND PK NAIL
- = EX. ELEC. HANDHOLE
- ⊗ = EX. LIGHT
- ⊗ = EX. GAS VALVE
- ⊗ = EX. TELEPHONE PEDESTAL
- ⊗ = EX. SIGN
- = EX. BOLLARD
- ⊗ = EX. VALVE VAULT
- ⊗ = EX. HYDRANT
- ⊗ = EX. CATCH BASIN
- ⊗ = EX. MANHOLE
- ⊗ = EX. UTILITY POLE
- ⊗ = EX. CONF. TREE
- ⊗ = EX. DEC. TREE

M/I HOMES OF CHICAGO, LLC  
400 E. DIEHL ROAD, SUITE 230  
NAPERVILLE, ILLINOIS

09-20-316-020  
09-20-316-021  
09-20-316-023  
09-20-316-024  
09-20-316-025  
09-20-316-026  
09-20-321-005  
09-20-322-001



## BASIS OF BEARINGS

COORDINATES AND BEARINGS ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83), ADJUSTED TO GROUND VALUES, AS ESTABLISHED BY REAL-TIME KINEMATIC (RTK) GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) UTILIZING GPS OBSERVATIONS

## LEGAL DESCRIPTION

LOT 7 AND 8 IN FIRST ADDITION TO OAK LEAF COMMONS-OFFICE PLAZA, BEING A RESUBDIVISION OF LOT 7 IN OAK LEAF COMMONS-OFFICE PLAZA, BEING A RESUBDIVISION OF PART OF LOTS 5 AND 6 IN CARL LAGERHAUSEN ESTATE DIVISION, AND PART OF LOT 1 IN WILLIAM LAGERHAUSEN DIVISION, ALL IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 11, 1967 AS DOCUMENT 12307695 IN COOK COUNTY, ILLINOIS.

TOGETHER WITH,  
LOTS 1, 2, 3 AND 4 IN OAK LEAF COMMONS - OFFICE PLAZA, BEING A RESUBDIVISION OF PART OF LOTS 5 AND 6 IN CARL  
LAGERHAUSEN ESTATE DIVISION, AND PART OF LOT 1 IN WILLIAM LAGERHAUSEN DIVISION, ALL IN THE SOUTHWEST  
QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO  
THE PLAT THEREOF RECORDED DECEMBER 17, 1964 AS DOCUMENT T2187265, IN COOK COUNTY, ILLINOIS.

TOGETHER WITH,  
LOT 3 IN CATERER'S RESUBDIVISION OF LOTS 5 AND 6 IN OAK LEAF COMMONS - OFFICE PLAZA, BEING A RESUBDIVISION OF PART OF LOTS 5 AND 6 IN CARL LAGERHAUSEN ESTATE DIVISION AND PART OF LOT 1 IN WILLIAM LAGERHAUSEN DIVISION, ALL IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1980 AS DOCUMENT 3168393, IN COOK COUNTY, ILLINOIS.











PART OF  
LOT 5

CARL LAGERHAUSEN  
ESTATE DIVISION  
REC. OCTOBER 22, 1913  
PER DOC. 5283458

N87° 03' 00" E  
22.00'

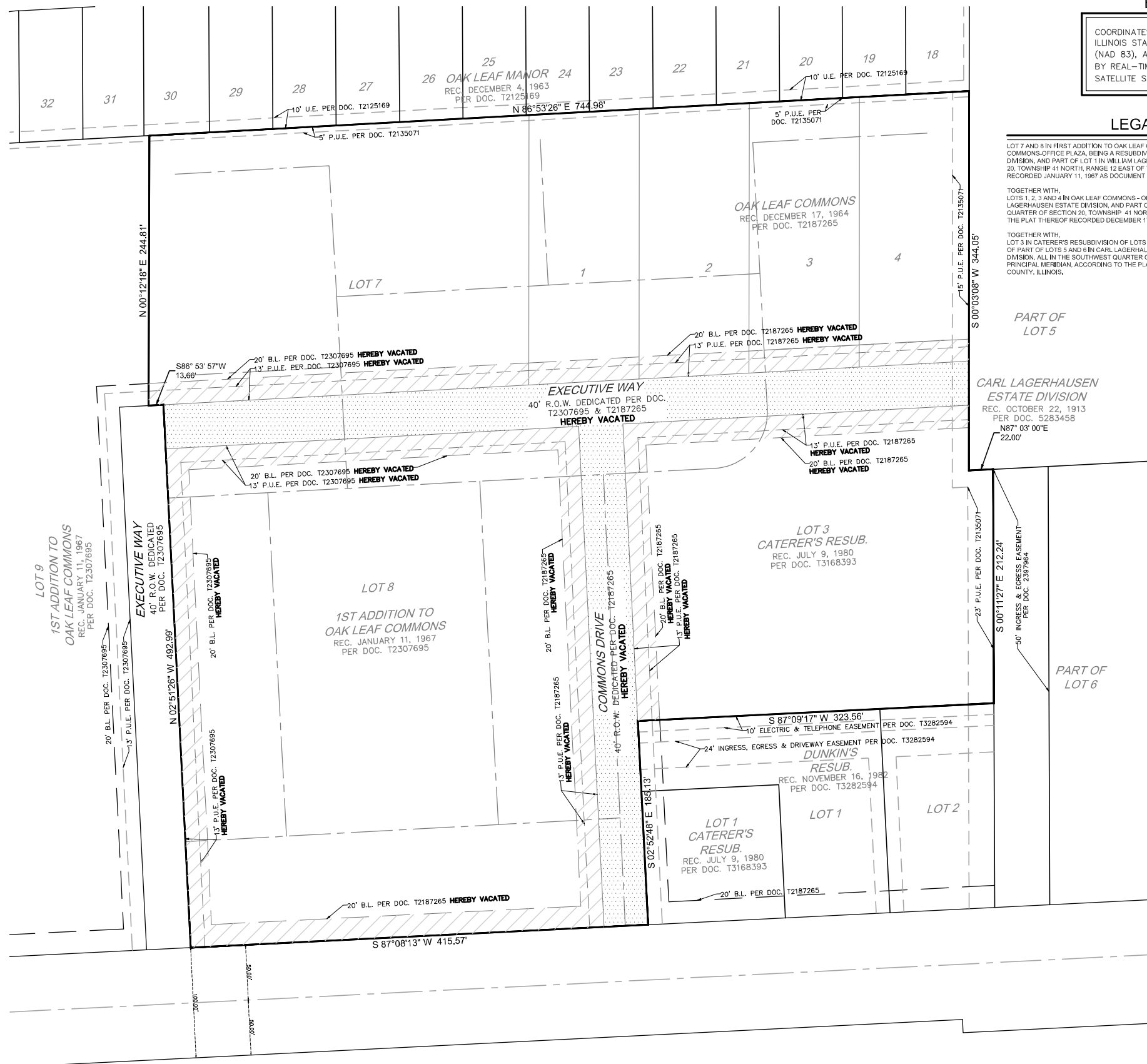
PART OF  
LOT 6

### LEGEND

- |   |   |
|---|---|
|  | = EX. BOUNDARY LINE                               |
|  | = EX. LOT LINE                                    |
|  | = EX. EASEMENT LINE                               |
|  | = EX. CENTERLINE                                  |
|  | = BUILDING LINE                                   |
|  | = PROP. LOT LINE                                  |
|  | = PROP. EASEMENT LINE                             |
|  | = PROP. SETBACK LINE                              |
| XXX.XX  | = MEASURED INFORMATION                            |
| (XXX.XX)  | = RECORD INFORMATION                              |
| P.U.E.  | = PUBLIC UTILITY EASEMENT                         |
| B.L.  | = BUILDING LINE                                   |
|  | = VACATED RIGHT-OF-WAY                            |
|  | = VACATED PUBLIC UTILITY EASEMENT & BUILDING LINE |

SURVEYOR'S NOTES

1. DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF. MEASUREMENTS SHOWN IN PARENTHESES (XXX) ARE RECORD VALUES.
2. DIMENSIONS ALONG CURVED LINES ARE ARC LENGTHS (L), RADII (R) AND CHORD BEARING AND LENGTH (CH).
3. NO MEASUREMENT SHALL BE ASSUMED BY SCALE MEASUREMENT
4. EASEMENTS AND SETBACKS AS SHOWN ON THE PLATTED SUBDIVISION ARE HEREBY GRANTED..
5. THIS SUBDIVISION MAY BE SUBJECT TO MATTERS OF TITLE, WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT, PRE-EXISTING EASEMENTS, SETBACKS AND OTHER RESTRICTIONS WHICH MAY BE FOUND IN A CURRENT TITLE REPORT, LOCAL ORDINANCES, DEEDS OR OTHER INSTRUMENT OF RECORD AND MAY NOT BE SHOWN OR PLOTTABLE.
6. EASEMENTS, SETBACK LINES AND RIGHT-OF-WAY AS SHOWN HEREON AND LABELED **"HEREBY VACATED"** ARE HEREBY VACATED, ABANDONED AND ABANDONED AND APPROVED BY THE CITY OF DES PLAINES AND UTILITY COMPANIES WITH EXISTING RIGHTS.



## REVISIONS

2021.06.11  
PRELIMINARY VILLAGE REVIEW #1

THIS DESIGN AND THESE DRAWINGS ARE THE PROPERTY OF CAGE ENGINEERING, INC. NO PART OF THIS WORK MAY BE REPRODUCED IN ANY MANNER WITHOUT WRITTEN PERMISSION OF CAGE ENGINEERING, INC.

HALSTON MARKET  
CITY OF DES PLAINES, ILLINOIS  
TENTATIVE PLAT OF SUBDIVISION

PROJ NO:200138

PM : SJP

DATE : 05/13/20

SCALE : 1"=50'

SHEET NUMBER

2 OF 4





BASIS OF BEARINGS

COORDINATES AND BEARINGS ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83), ADJUSTED TO GROUND VALUES, AS ESTABLISHED BY REAL-TIME KINEMATIC (RTK) GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) UTILIZING GPS OBSERVATIONS



LEGEND

- = EX. BOUNDARY LINE
- = EX. LOT LINE
- - - = EX. EASEMENT LINE
- - - = EX. CENTERLINE
- - - = BUILDING LINE
- - - = PROP. STORM
- - - = PROP. SANITARY
- - - = PROP. WATERMAIN
- - - = PROP. LOT LINE
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- B.U.E. = BLANKET UTILITY EASEMENT
- = FOUND IRON ROD/PIPE
- ✱ = FOUND CUT CROSS
- = FOUND PK NAIL
- ⊙ = PROP. STORM STRUCTURE
- ⊙ = PROP. SANITARY STRUCTURE
- = PROP. WATERMAIN STRUCTURE
- ⊕ = PROP. HYDRANT

CURRENT P.I.N.:

- 09-20-316-020
- 09-20-316-021
- 09-20-316-023
- 09-20-316-024
- 09-20-316-025
- 09-20-316-026
- 09-20-321-005
- 09-20-322-001

TENTATIVE APPROVAL OF BLANKET UTILITY EASEMENTS. THE FOLLOWING UTILITY COMPANIES HAVE BEEN NOTIFIED AND ARE CURRENTLY REVIEWING THIS TENTATIVE SUBDIVISION FOR 1050 E. OAKTON STREET:

COMMONWEALTH EDISON

PRINTED NAME & TITLE

AT&T

PRINTED NAME & TITLE

NICOR GAS

PRINTED NAME & TITLE

COMCAST

PRINTED NAME & TITLE

OWNER/CLIENT

M/I HOMES OF CHICAGO, LLC  
400 E. DIEHL ROAD, SUITE 230  
NAPERVILLE, ILLINOIS

AREA TABLE

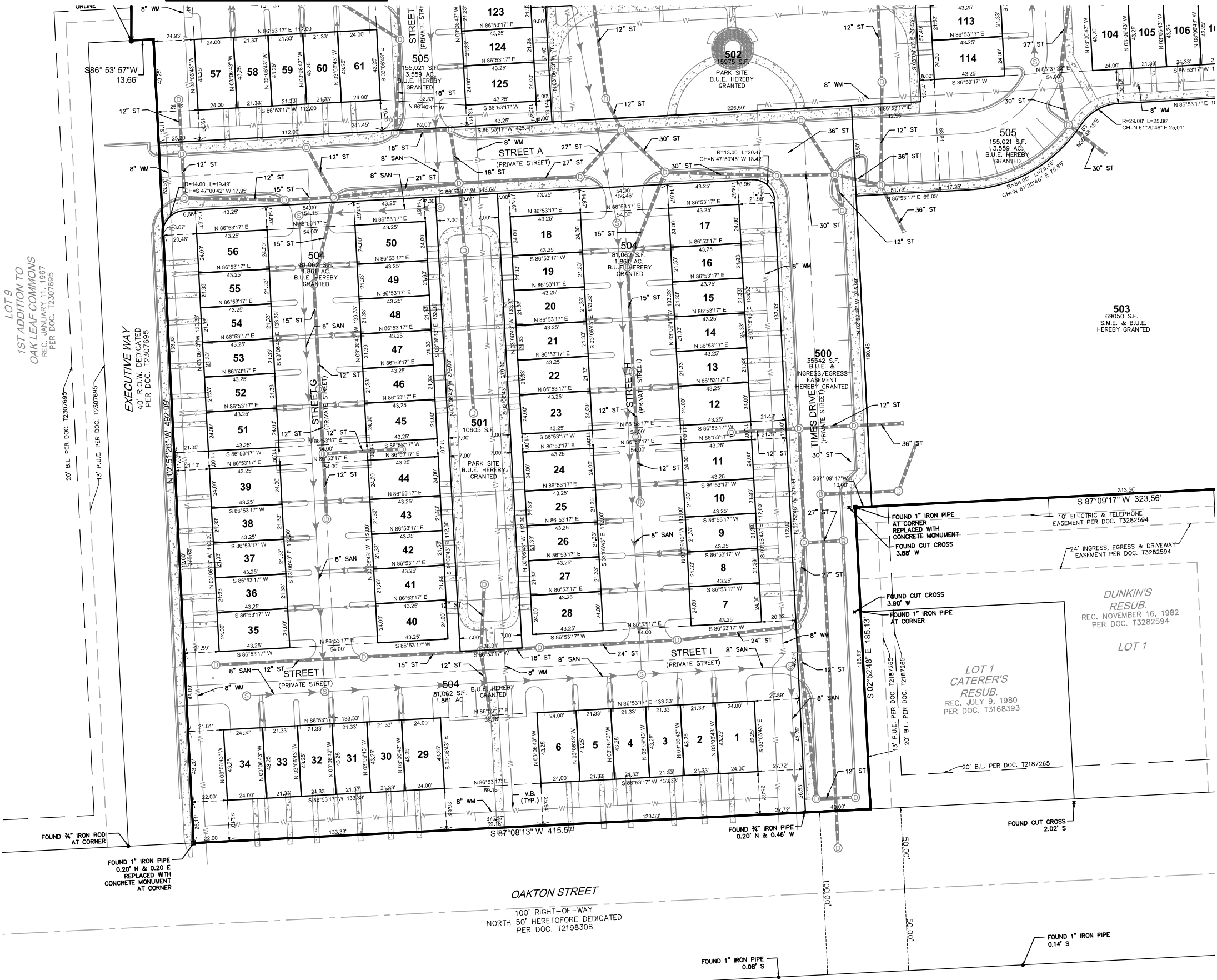
LOTS 1-125: 120,639 SQUARE FEET (2.770 AC±)  
LOT 500: 35,542 SQUARE FEET (0.816 AC±)  
LOT 501: 10,605 SQUARE FEET (0.243 AC±)  
LOT 502: 15,975 SQUARE FEET (0.367 AC±)  
LOT 503: 69,050 SQUARE FEET (1.585 AC±)  
LOT 504: 81,062 SQUARE FEET (1.861 AC±)  
LOT 505: 155,021 SQUARE FEET (3.559 AC±)  
TOTAL: 487,894 SQUARE FEET (11.201 AC±)

TENTATIVE PLAT

OF

HALSTON MARKET

BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST  
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS



REVISIONS

NO.	DESCRIPTION
1	PRELIMINARY VILLAGE REVIEW #1
2	REVISIONS AND REVISIONS TO THE PROPERTY OF THE CITY OF DES PLAINES, ILLINOIS
3	REVISIONS AND REVISIONS TO THE PROPERTY OF THE CITY OF DES PLAINES, ILLINOIS
4	REVISIONS AND REVISIONS TO THE PROPERTY OF THE CITY OF DES PLAINES, ILLINOIS

HALSTON MARKET  
CITY OF DES PLAINES, ILLINOIS  
TENTATIVE PLAT OF SUBDIVISION

PROJ NO: 200138

PM: SJP

DATE: 05/13/21

SCALE: 1"=30'

SHEET NUMBER

3 OF 4

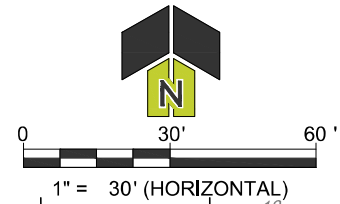


COORDINATES AND BEARINGS ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83), ADJUSTED TO GROUND VALUES, AS ESTABLISHED BY REAL-TIME KINEMATIC (RTK) GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) UTILIZING GPS OBSERVATIONS

OWNER/CLIENT  
M/I HOMES OF CHICAGO, LLC  
400 E. DIEHL ROAD, SUITE 230  
NAPERVILLE, ILLINOIS

TENTATIVE PLAT  
OF  
HALSTON MARKET

BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST  
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS



LEGEND

- = EX. BOUNDARY LINE
- = EX. LOT LINE
- - - = EX. EASEMENT LINE
- - - = EX. CENTERLINE
- - - = BUILDING LINE
- - - = PROP. STORM
- - - = PROP. SANITARY
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- B.L. = BUILDING LINE
- S.M.E. = STORMWATER MANAGEMENT EASEMENT
- B.U.E. = BLANKET UTILITY EASEMENT
- = FOUND IRON ROD/PIPE
- ✕ = FOUND CUT CROSS
- = FOUND PK NAIL
- ⊙ = PROP. STORM STRUCTURE
- ⊙ = PROP. SANITARY STRUCTURE
- ⊙ = PROP. WATERMAIN STRUCTURE
- ⊙ = PROP. HYDRANT

CURRENT P.I.N.:

09-20-316-020  
09-20-316-021  
09-20-316-023  
09-20-316-024  
09-20-316-025  
09-20-316-026  
09-20-321-005  
09-20-322-001

REVISIONS

NO.	DESCRIPTION	DATE
1	PRELIMINARY VILLAGE REVIEW #1	2021.05.11
2	REVISIONS TO PRELIMINARY VILLAGE REVIEW #1	2021.05.11

2021.05.11  
PRELIMINARY VILLAGE REVIEW #1

THESE REVISIONS AND THE PRELIMINARY VILLAGE REVIEW #1  
DO NOT CONSTITUTE A FINAL REVIEW OF THE PROJECT  
AND ARE NOT TO BE USED FOR CONSTRUCTION OF THE PROJECT  
WITHOUT THE APPROVAL OF THE VILLAGE ENGINEER.

HALSTON MARKET  
CITY OF DES PLAINES, ILLINOIS  
TENTATIVE PLAT OF SUBDIVISION

PROJ NO: 200138  
PM: JLP  
DATE: 05/13/21  
SCALE: 1"=30'  
SHEET NUMBER

4 OF 4

3110 WOODCREEK DRIVE  
DOWNERS GROVE, IL 60515  
P: 630.598.0007  
WWW.CAGECIVIL.COM





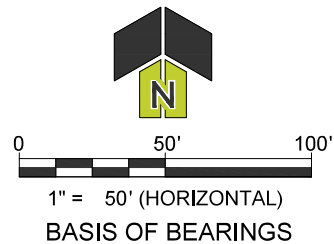
## OWNER/CLIENT

M/I HOMES OF CHICAGO, LLC  
400 E. DIEHL ROAD, SUITE 230  
NAPERVILLE, ILLINOIS

## CURRENT P.I.N.:

09-20-316-020  
09-20-316-021  
09-20-316-023  
09-20-316-024  
09-20-316-025  
09-20-316-026  
09-20-321-005  
09-20-322-001

PRELIMINARY P.U.D. PLAN  
OF  
HALSTON MARKET



COORDINATES AND BEARINGS ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83), ADJUSTED TO GROUND VALUES, AS ESTABLISHED BY REAL-TIME KINEMATIC (RTK) GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) UTILIZING GPS OBSERVATIONS

THIS IS NOT A PLAT OF SUBDIVISION, REFER TO THE FINAL PLAT OF SUBDIVISION, WHICH IS A SEPARATE DOCUMENT FOR BOUNDARY INFORMATION, LOT DIMENSIONS, LEGAL DESCRIPTION AND AREA'S

## SURVEYED AREA

487,894 SQUARE FEET (11.201 AC±)

## LEGAL DESCRIPTION

LOT 7 AND 8 IN FIRST ADDITION TO OAK LEAF COMMONS-OFFICE PLAZA, BEING A RESUBDIVISION OF LOT 7 IN OAK LEAF COMMONS-OFFICE PLAZA, BEING A RESUBDIVISION OF PART OF LOTS 5 AND 6 IN CARL LAGERHAUSEN ESTATE DIVISION, AND PART OF LOT 1 IN WILLIAM LAGERHAUSEN DIVISION, ALL IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 11, 1967 AS DOCUMENT T2307695 IN COOK COUNTY, ILLINOIS.

TOGETHER WITH, LOTS 1, 2, 3 AND 4 IN OAK LEAF COMMONS - OFFICE PLAZA, BEING A RESUBDIVISION OF PART OF LOTS 5 AND 6 IN CARL LAGERHAUSEN ESTATE DIVISION, AND PART OF LOT 1 IN WILLIAM LAGERHAUSEN DIVISION, ALL IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 17, 1964 AS DOCUMENT T2187265, IN COOK COUNTY, ILLINOIS.

TOGETHER WITH, LOT 3 IN CATERER'S RESUBDIVISION OF LOTS 5 AND 6 IN OAK LEAF COMMONS - OFFICE PLAZA, BEING A RESUBDIVISION OF PART OF LOTS 5 AND 6 IN CARL LAGERHAUSEN ESTATE DIVISION AND PART OF LOT 1 IN WILLIAM LAGERHAUSEN DIVISION, ALL IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1980 AS DOCUMENT T3168393, IN COOK COUNTY, ILLINOIS.

## EXISTING LEGEND

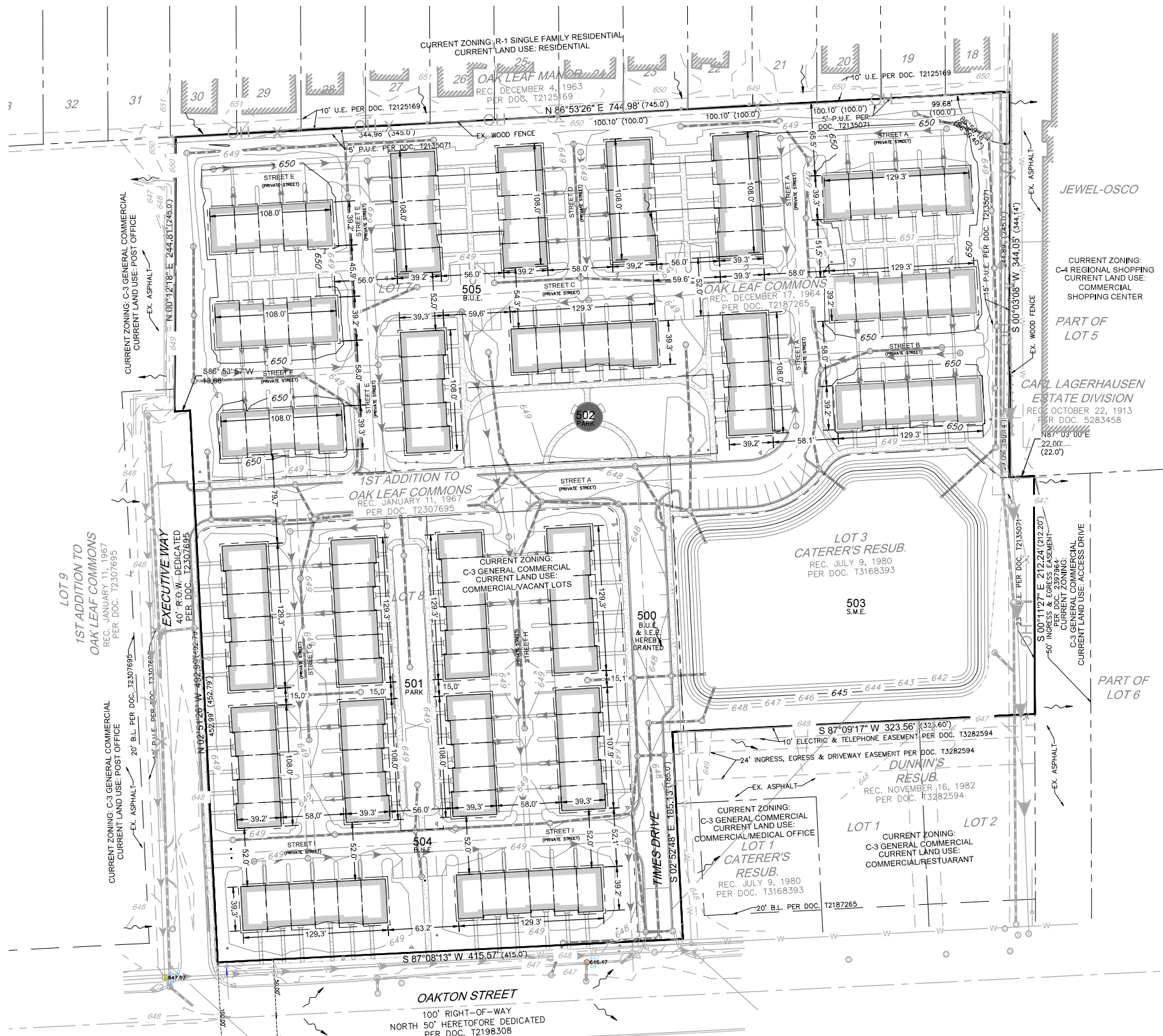
- = EX. BOUNDARY LINE
- - - - = EX. EASEMENT LINE
- XXX.XX = MEASURED INFORMATION
- (XXX.XX) = RECORD INFORMATION
- P.U.E. = PUBLIC UTILITY EASEMENT
- B.L. = BUILDING LINE
- S.M.E. = STORMWATER MANAGEMENT EASEMENT
- B.U.E. = BLANKET UTILITY EASEMENT
- ||||| = EXISTING BUILDING

## PROPOSED LEGEND

- S S — = STORM SEWER
- S S — = SANITARY SEWER
- W — = WATER MAIN
- ⊙ = STORM STRUCTURE
- ⊙ = SANITARY MANHOLE
- ⊙ = VALVE BOX
- ⊙ = HYDRANT

## GENERAL NOTES

- DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF. MEASUREMENTS SHOWN IN PARENTHESIS (XXX) ARE RECORD VALUES.
- DIMENSIONS ALONG CURVED LINES ARE ARC LENGTHS (L), RADII (R) AND CHORD BEARING AND LENGTH (CH).
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## REVISIONS

Δ PER VILLAGE REVIEW

Δ REV. SITE PLAN 8/20/21

2021.08.21 PRELIMINARY VILLAGE REVIEW#4

2021.08.11 PRELIMINARY VILLAGE REVIEW#1

2021.08.11 PRELIMINARY VILLAGE REVIEW#1

2021.08.11 PRELIMINARY VILLAGE REVIEW#1

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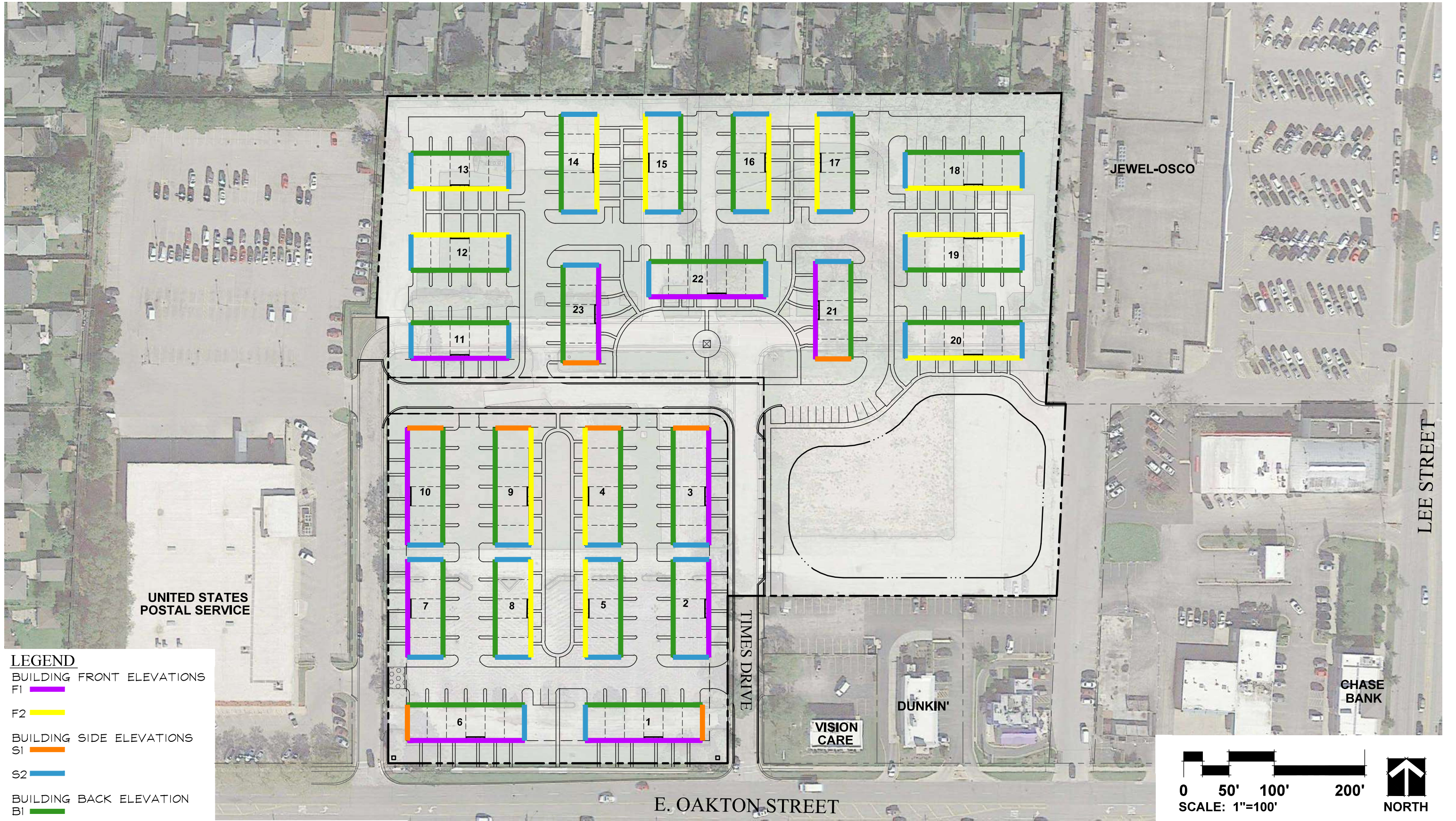
2021.08.11 PRELIMINARY VILLAGE REVIEW#1

2021.08.11 PRELIMINARY VILLAGE REVIEW#1

2021.08.11 PRELIMINARY VILLAGE REVIEW#1

2021.08.11 PRELIMINARY VILLAGE REVIEW#1





# BUILDING ELEVATION EXHIBIT

## HALSTON MARKET

### DES PLAINES, ILLINOIS

2/23/2021

L:\Projects\MI20179\Acad\MI20179\_C01\_01SP.dwg

Exhibit B



GARY R. WEBER  
ASSOCIATES, INC.





Front Elevation

F1  
Street Facing Elevation



Front Elevation

F2  
Non-Street Facing Elevation





Left Elevation



Right Elevation

**S1** —  
Street Facing Elevation



Left Elevation



Right Elevation

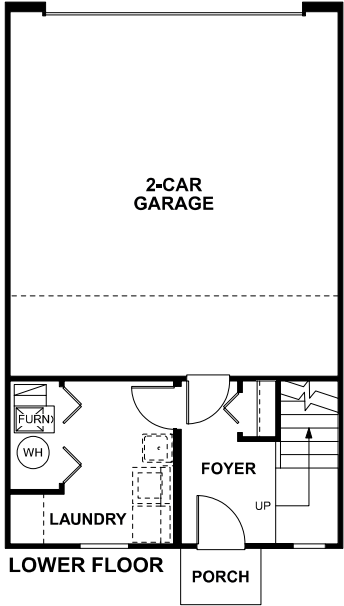
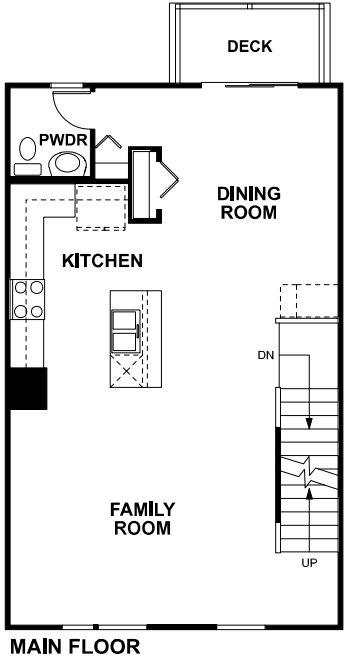
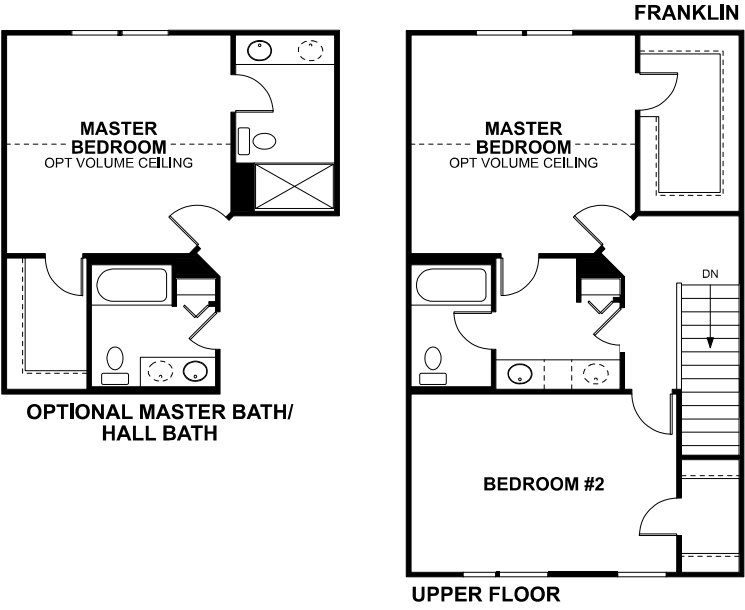
**S2** —  
Non-Street Facing Elevation

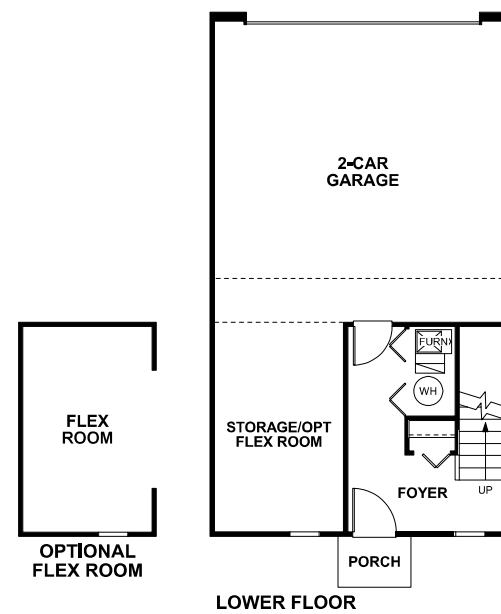
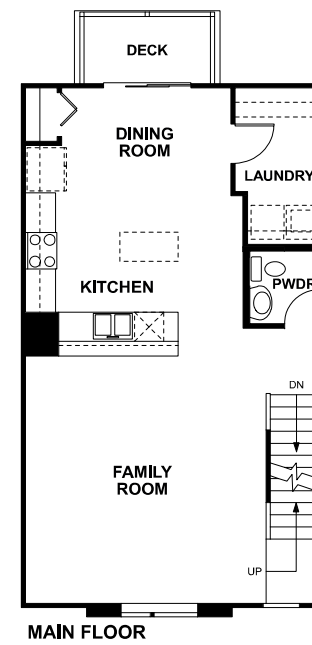
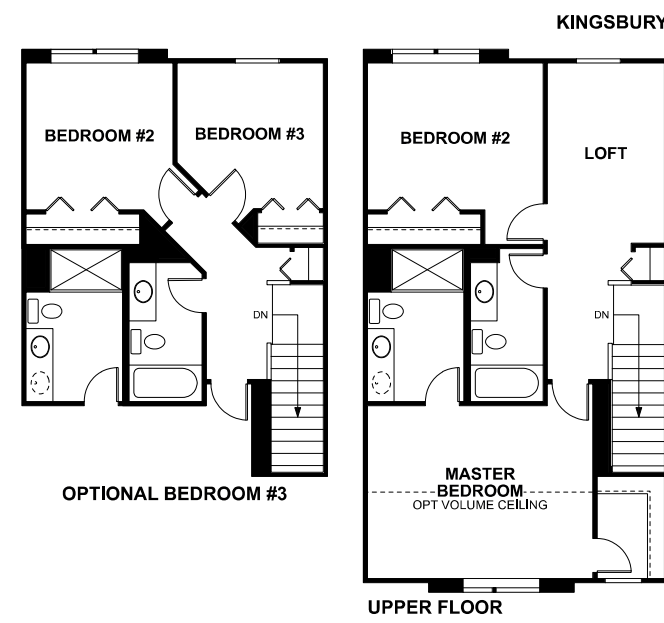


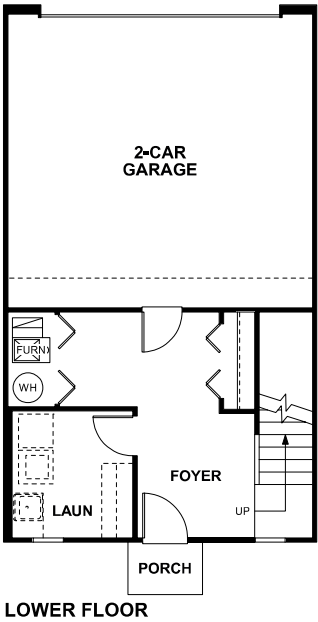
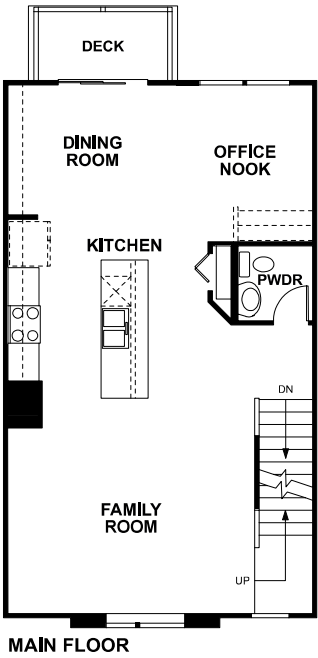
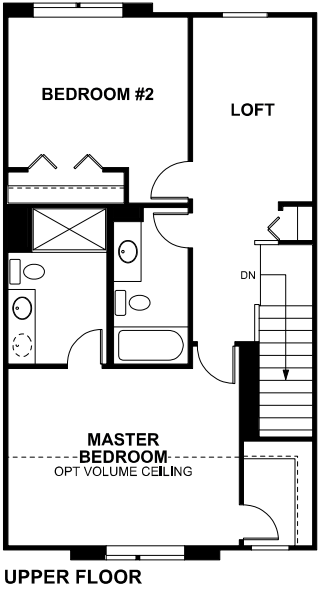
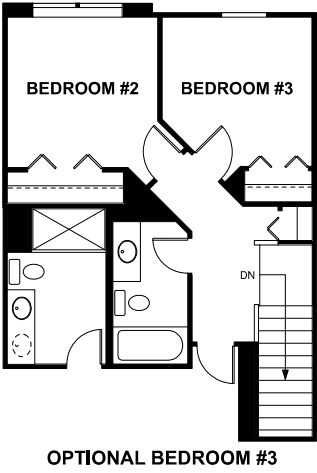


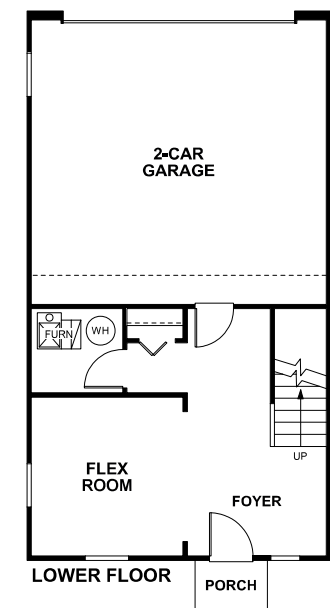
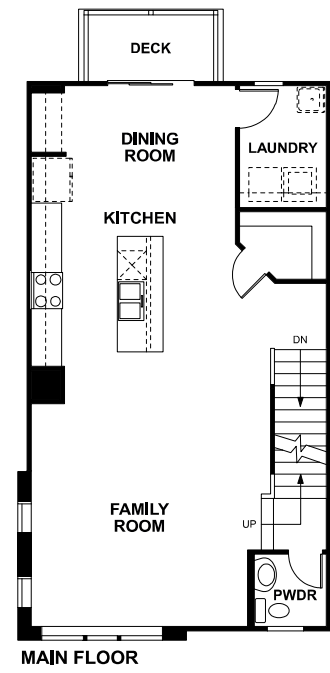
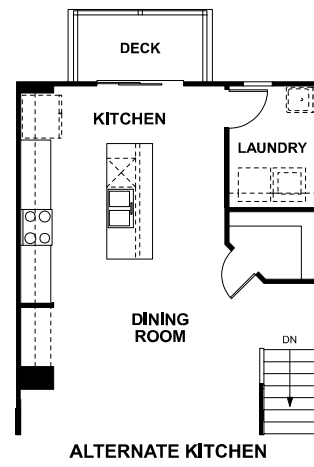
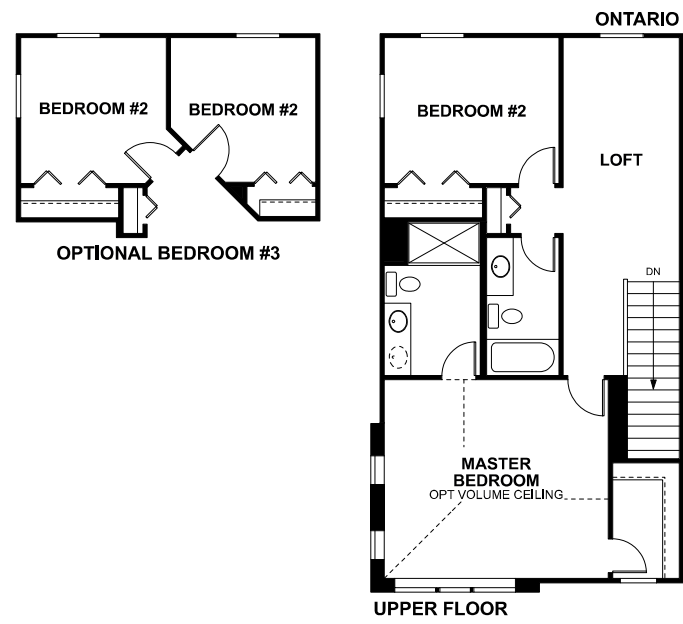
Rear Elevation

B1  
Alley Facing Elevation

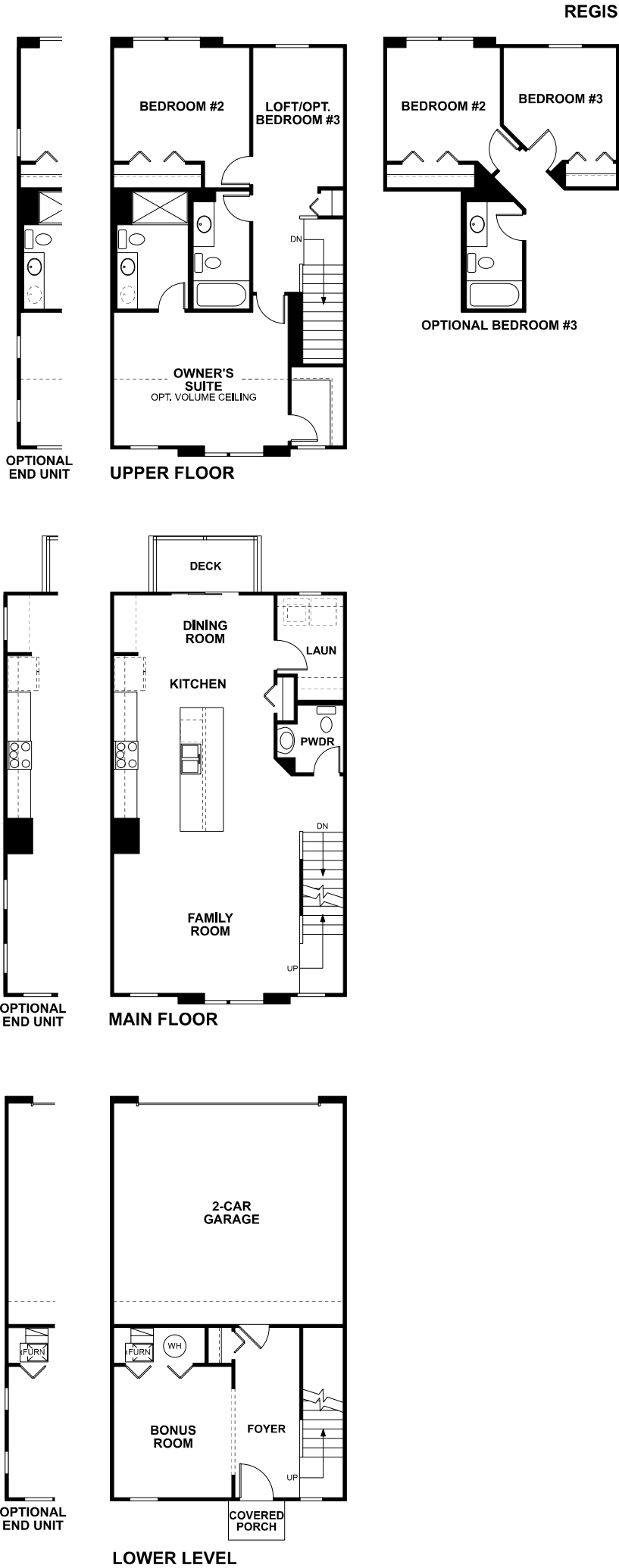


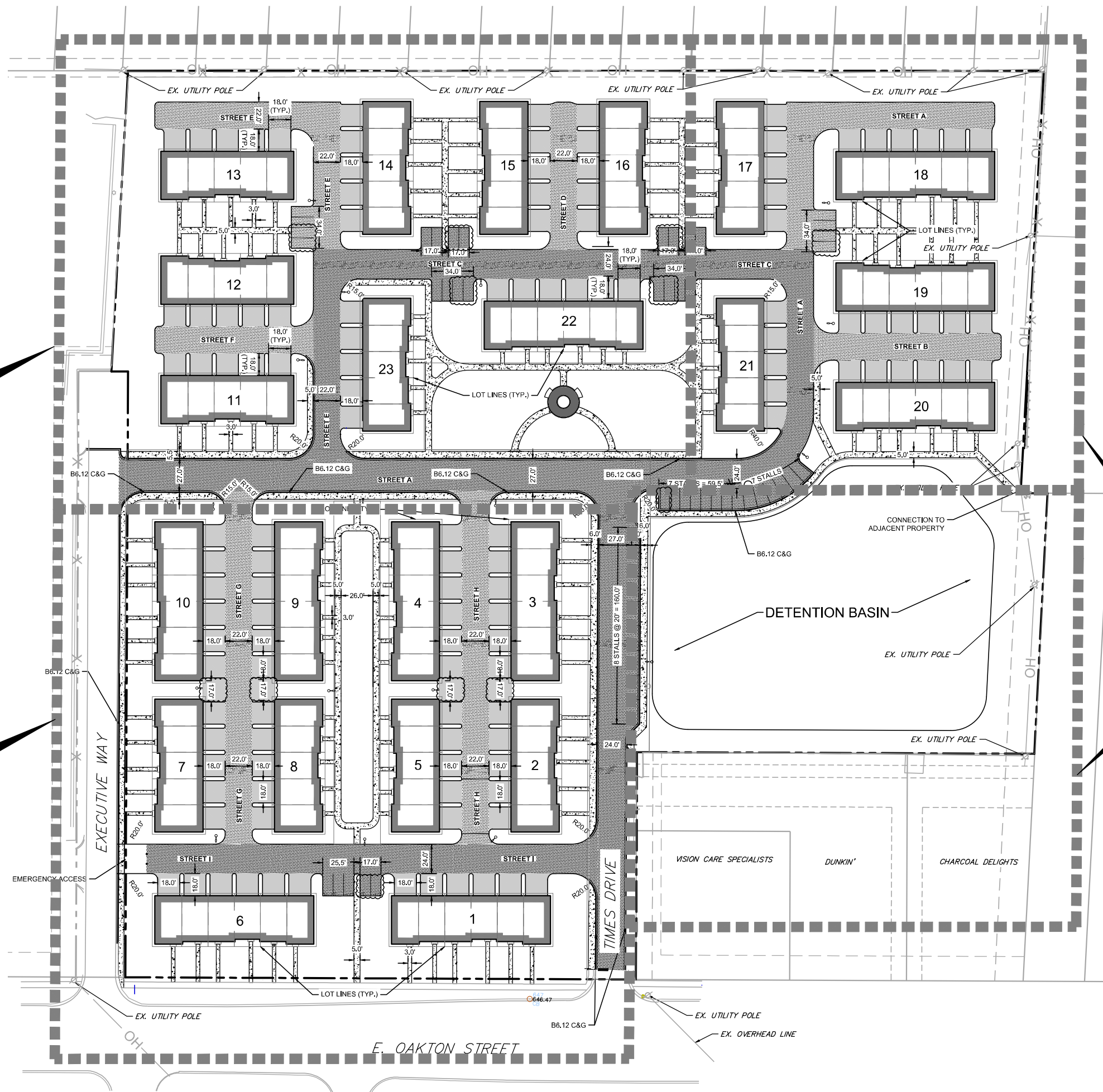












SEE SHEET C1.3  
FOR DETAILED  
SITE LAYOUT PLAN

SEE SHEET C1.1  
FOR DETAILED  
SITE LAYOUT PLAN

SEE SHEET C1.4  
FOR DETAILED  
SITE LAYOUT PLAN

SEE SHEET C1.2  
FOR DETAILED  
SITE LAYOUT PLAN

SHEET LEGEND	
	HEAVY DUTY ASPHALT - 2" BIT. SURFACE COURSE 4" BAM (BIT. AGGREGATE MIXTURE) 8" AGGREGATE CA-6 BASE COURSE
	MEDIUM DUTY ASPHALT - 1 1/2" BIT. SURFACE COURSE 2 1/2" BAM (BIT. AGGREGATE MIXTURE) 8" AGGREGATE CA-6 BASE COURSE
	STANDARD DUTY ASPHALT - 1 1/2" BIT. SURFACE COURSE 1 1/2" BAM (BIT. AGGREGATE MIXTURE) 8" AGGREGATE CA-6 BASE COURSE
	PCC SIDEWALK - 4" PORTLAND CEMENT CONCRETE 2" AGGREGATE CA-6 BASE COURSE

SITE SUMMARY	
CURRENT ZONING	C-3
PROPOSED ZONING	PUD
LOT AREA:	11.02 AC
BUILDING SUMMARY	
5 UNIT BUILDINGS	13 BUILDINGS
6 UNIT BUILDINGS	10 BUILDINGS
PARKING SUMMARY	
GUEST PARKING	51 STALLS
DRIVEWAY PARKING	250 STALLS
TOTAL PARKING	301 STALLS

3110 WOODCREEK DRIVE  
DOWNERS GROVE, IL 60515  
P: 630.598.0007  
WWW.CAGECIVIL.COM

REVISIONS	
Δ	REVISED PER STORMWATER MODIFICATIONS 09/27/2021
Δ	REVISED PER PARKING ADDITIONS 09/24/2021
Δ	REVISED PER CITY COMMENT 08/12/2021
Δ	REVISED PER CITY COMMENT 07/07/2021

M/J HOMES

**HALSTON MARKET  
RESIDENTIAL**

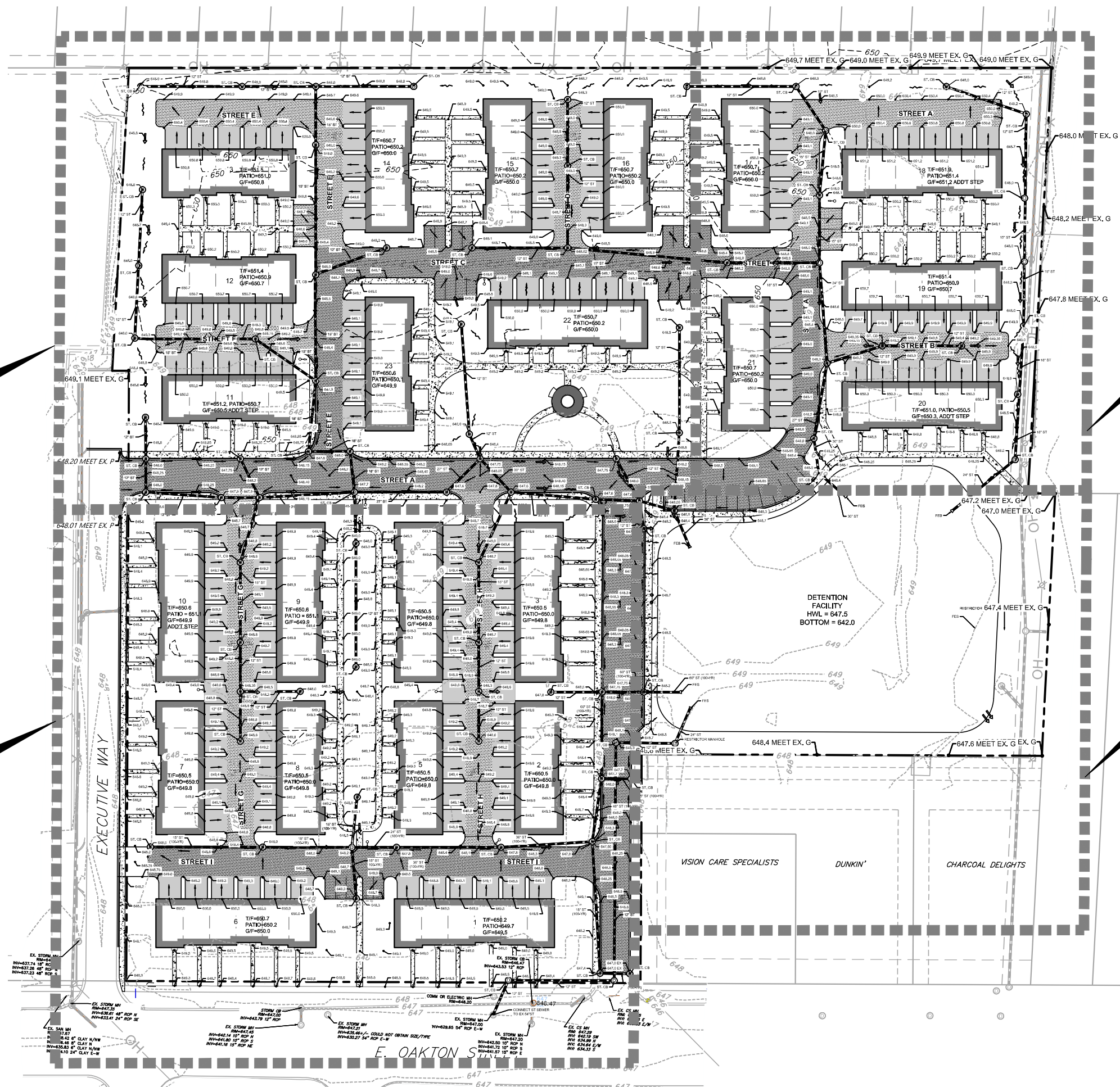
NE CORNER OF EXECUTIVE WAY & E. OAKTON ST.  
DES PLAINES, IL

PROJ NO. 200138
ENG - JGN
DATE - 2021.04.23

SHEET TITLE	
OVERALL SITE LAYOUT PLAN	

SHEET NUMBER	
C1.0	
2	OF 16





**STORMWATER MANAGEMENT SUMMARY:**  
REQUIRED DETENTION VOLUME = 4.13 AC-FT  
PROVIDED DETENTION VOLUME = 4.62 AC-FT  
REQUIRED VOLUME CONTROL = 0.48 AC-FT  
PROVIDED VOLUME CONTROL = 0.87 AC-FT  
ALLOWABLE RELEASE RATE = 2.20 CFS  
DESIGN RELEASE RATE = 2.15 CFS

SEE SHEET C2.4  
FOR DETAILED  
GRADING PLAN

SEE SHEET C2.2  
FOR DETAILED  
GRADING PLAN

SEE SHEET C2.3  
FOR DETAILED  
GRADING PLAN

SEE SHEET C2.1  
FOR DETAILED  
GRADING PLAN

3110 WOODCREEK DRIVE  
DOWNERS GROVE, IL 60515  
P. 630.559.0007  
WWW.CAGEVIL.COM



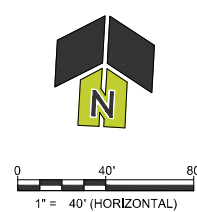
REVISIONS
REVISED PER STORMWATER MODIFICATIONS 09/27/2021
REVISED PER PARKING ADDITIONS 09/24/2021
REVISED PER CITY COMMENT 3/1/2021
REVISED PER CITY COMMENT 3/1/2021

M/J HOMES  
**HALSTON MARKET  
RESIDENTIAL**  
NE CORNER OF EXECUTIVE WAY & E. OAKTON ST.  
DES PLAINES, IL

PROJ NO. 200138  
ENG - JGN  
DATE: 2021.04.23

SHEET TITLE  
**OVERALL  
GRADING  
PLAN**

SHEET NUMBER  
**C2.0**  
7 OF 16





REVISIONS	Δ
REVISED PER STORMWATER MODIFICATIONS 09/22/2021	
REVISED PER PARKING ADDITIONS 09/24/2021	
REVISED PER CITY COMMENT 09/22/2021	
REVISED PER CITY COMMENT 07/07/2021	

M/J HOMES  
**HALSTON MARKET  
RESIDENTIAL**  
NE CORNER OF EXECUTIVE WAY & E. OAKTON ST.  
DES PLAINES, IL

PROJ NO. 200138  
ENG - JGN  
DATE - 2021.04.23

SHEET TITLE  
**OVERALL  
UTILITY  
PLAN**

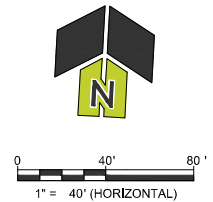
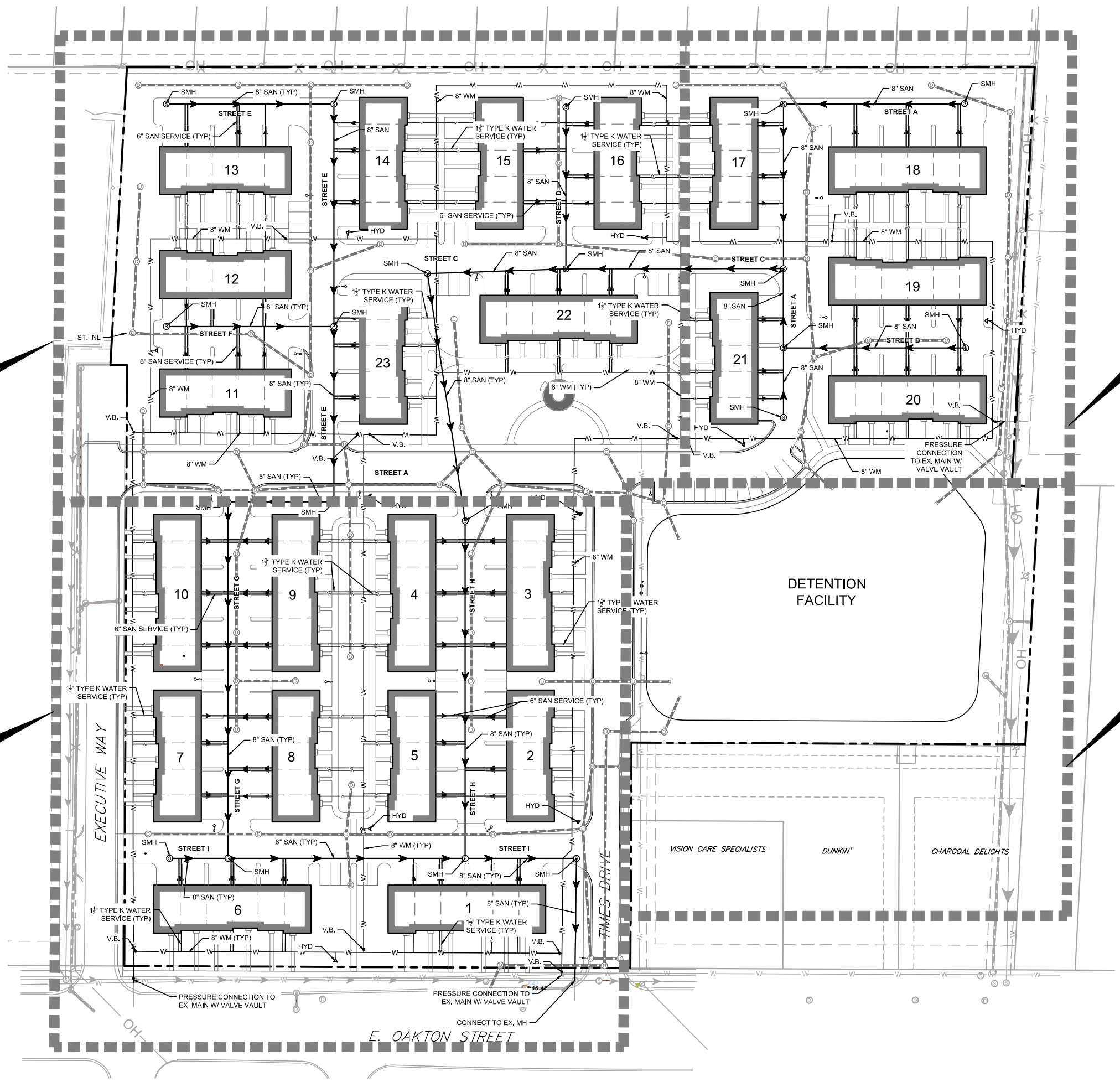
SHEET NUMBER  
**C3.0**  
12 OF 16

SEE SHEET C3.3  
FOR DETAILED  
UTILITY PLAN

SEE SHEET C3.4  
FOR DETAILED  
UTILITY PLAN

SEE SHEET C3.1  
FOR DETAILED  
UTILITY PLAN

SEE SHEET C3.2  
FOR DETAILED  
UTILITY PLAN







## 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  
John Carlisle, AICP, Economic Development Manager JC

**Subject:** Consideration of a Major Variance Request to Exceed the Maximum Area Permitted for a Detached Garage at 1316 Webford Avenue (3<sup>rd</sup> Ward)

**Issue:** The petitioner is requesting a Major Variation under Section 12-8-1(C) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow the construction of an over-sized detached garage that exceeds the maximum area permitted for a detached garage in a residential zoning district.

**UPDATE:** New plans have been submitted for this request detailing a 916-square-foot detached garage on the subject property. Previously, the Planning and Zoning Board deliberated over an 897-square-foot detached garage at this location. The new plans require a new public hearing for the Planning and Zoning Board. All references in this report to 897 square feet have been changed to 916 square feet. Any attached plans have been updated to illustrate the proposed 916-square-foot detached garage. The rest of this report is substantially the same from the June 8, 2021, public hearing.

**Address:** 1316 Webford Avenue

**Owner:** Chris Colldock, 1316 Webford Avenue, Des Plaines, IL 60016

**Petitioner:** Chris Colldock, 1316 Webford Avenue, Des Plaines, IL 60016

**Case Number:** 21-016-V

**PIN:** 09-17-306-028-0000

**Ward:** #3, Alderman Sean Oskerka

**Existing Zoning:** R-1, Single Family Residential District

**Existing Land Use:** Single Family Residence

**Surrounding Zoning:** North: C-3, General Commercial District  
South: R-1, Single Family Residential District

East: R-1, Single Family Residential District  
West: R-1, Single Family Residential District

**Surrounding Land Use:** North: Railroad; Pharmacy (Commercial)  
South: Single Family Residences  
East: Single Family Residences  
West: Single Family Residences

**Street Classification:** Webford Avenue is classified as a local street.

**Comprehensive Plan:** The Comprehensive Plan designates the site as residential.

**Project Description:** 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 as shown on the Plat of Survey (Attachment 4). 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. Pursuant to Section 12-8-1(C), the maximum area for a detached garage in a residential zoning district is 720 square foot.

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 as shown on the Site Plan (Exhibit A). 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 petitioner has provided architectural plans to illustrate the overall design, layout, and elevations of the proposed garage as shown in the Floor Plans & Elevations (Exhibit B). 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.

Pursuant to Section 12-8-1(C)(5) of the Des Plaines Zoning Ordinance, the maximum area of a detached garage in a residential district shall be seven hundred twenty (720) square feet or less. 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.



**Variation Findings:** Variation requests are subject to the standards set forth in Section 12-3-6(H) of the 1998 City of Des Plaines Zoning Ordinance, as amended.

- 1. Hardship: No variation shall be granted pursuant to this subsection H unless the applicant shall establish that carrying out the strict letter of the provisions of this title would create a particular hardship or a practical difficulty:**

*Comment:* Staff finds that there is no hardship or practical difficulty preventing the petitioner from complying with the 720 square foot maximum area allowance for detached garages in residential districts as a 720-square-foot space does allow for the storage of multiple vehicles, equipment, and workbench area depending on design. Additionally, the zoning code allows for two accessory structures for each property so a shed could be added to accommodate additional storage as needed. Please see the Petitioner's responses to Standards for Variations.

- 2. Unique Physical Condition: The subject lot is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure, or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject lot that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot:**

*Comment:* Staff finds that there is no unique physical condition on the subject property than differs from any other property along this street as there are several other properties backing up to the Metra train tracks that share the same conditions. While detached garages and other accessory structures inevitably may provide some semblance of privacy and noise reduction, this is not their intended purpose. Additionally, there is ample room to install landscaping as a natural barrier to address the noise and privacy concerns posed by the petitioner. Please see the Petitioner's responses to Standards for Variations.

- 3. Not Self-Created: The aforesaid unique physical condition is not the result of any action or inaction of the owner or its predecessors in title and existed at the time of the enactment of the provisions from which a variance is sought or was created by natural forces or was the result of governmental action, other than the adoption of this title:**

*Comment:* While the subject property's location, size, and close proximity to the Metra train tracks may not be a result of any action or inaction of the property owner, the subject property was purchased with the understanding of these attributes and conditions. As such, staff does not find these physical conditions of the subject property warrant the approval of a variation for an over-sized garage, whether for privacy, noise dampening, or additional storage, since other properties along this street deal with similar circumstances. Please see the Petitioner's responses to Standards for Variations.

- 4. Denied Substantial Rights: The carrying out of the strict letter of the provision from which a variance is sought would deprive the owner of the subject lot of substantial rights commonly enjoyed by owners of other lots subject to the same provision:**

*Comment:* Staff finds that carrying out the strict letter of this code to permit a 720-square-foot detached garage would not deprive the existing property owner of substantial rights enjoyed by other owners of similarly zoned lots since this regulation is enforced for all residentially-zoned properties regardless of size, location, and composition of the property. All new detached garages are held to the same standards under Section 12-8-1(C) of the Zoning Ordinance so enforcing the maximum detached garage area would not prevent the property owner from any substantial rights enjoyed by other single family residential properties. Please see the Petitioner's responses to Standards for Variations.

- 5. Not Merely Special Privilege: The alleged hardship or difficulty is neither merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely the inability of the owner to make more money from the use of the subject lot:**

Comment: Staff finds that the granting of this variation for density would, in fact, provide a special privilege for the property owner not available to other single family residential properties as it would give the petitioner preferential treatment over owners of other single family residences. Additionally, it could create a precedence for additional over-sized garage requests for single family residential properties that do not meet the standards for variations and may not have the available space or justifiable need for an over-sized detached garage. Please see the Petitioner's responses to Standards for Variations.

- 6. Title And Plan Purposes: The variation would not result in a use or development of the subject lot that would be not in harmony with the general and specific purposes for which this title and the provision from which a variation is sought were enacted or the general purpose and intent of the comprehensive plan:**

Comment: Staff finds that the proposed over-sized detached garage would not be harmonious with the surrounding single family residential development in this area or for other single family zoned properties in Des Plaines and does not meet the standards for variation in Section 12-3-6 of the Zoning Ordinance. Additionally, the zoning code requires a minimum of two off-street parking spaces, which a 720-square-foot garage can meet and exceed depending on design. The request for the oversized detached garage would not support the goals and objectives of the Comprehensive Plan as this does not benefit other residents or the City of Des Plaines as a whole. Please see the Petitioner's responses to Standards for Variations.

- 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: Staff finds that there are ways to avoid the requested variation for an oversized garage. Aside from the fact that the allowable 720 square foot size for a detached garage can accommodate multiple vehicles, equipment storage, and work area depending on its design, the zoning code allows up to two accessory structures for each property up to 150 square feet in size. Thus, a shed could be added on the property as a second accessory structure to accommodate additional storage as needed totaling 870 square feet, which is near the area that the petitioner is requesting for the detached garage. An additional alternative if more space is needed is constructing an addition on the existing residence, in conformance with all applicable codes, since there is ample room in the rear yard. In essence, there are other available options aside from the variation to remedy the petitioner's posed concerns. Please see the Petitioner's responses to Standards for Variations.

- 8. Minimum Required: The requested variation is the minimum measure of relief necessary to alleviate the alleged hardship or difficulty presented by the strict application of this title.**

Comment: Staff finds that the approval of this variation request for an oversized garage is not the minimum measure of relief to address the petitioner's concerns, but rather the installation of mature landscaping at the rear of the property to reduce noise, add privacy, and allow for outdoor space. In addition to that, the zoning ordinance allows properties that abut a railroad right-of-way to install an eight-foot tall fence along the side that abuts the alley, which could assist in the privacy and noise reduction measures. Please see the Petitioner's responses to Standards for Variations.

**Planning and Zoning Board Review:** The Planning and Zoning Board met on September 14, 2021 to consider a Major Variation under Section 12-8-1(C) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow for an 916-square-foot detached garage that exceeds the 720 foot square foot maximum for accessory structures in the R-1, Single Family Residential District at 1316 Webford Avenue.

The petitioner presented the proposal to replace the existing detached garage with the new 916-square-foot detached garage in order to preserve his rear yard and house more vehicles, equipment, and a workbench area. The petitioner explained that the original plans for the proposed detached garage heard by the PZB reflected an 897-square-foot L-shaped garage but the petitioner was requesting for a 916-square-foot rectangular garage. The mix-up on the requested relief required the petitioner to revise the plans to reflect the proposed 916-square-foot garage and request a new public hearing.

The Planning and Zoning Board Members, noting the previous discussion of this request from the June 8, 2021 Planning and Zoning Board meeting asked staff if the petitioner had to pay the application fee again for this request. Staff responded that they did not.

The Community and Economic Development Department did not recommend approval of the request. Staff did provide a condition for the Planning and Zoning Board to consider if approval of the request was favored that the existing gravel driveway between the proposed detached garage and front property line is improved with a dust-free hard surface in compliance with all applicable City of Des Plaines.

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 Staff's provided condition.

**Recommendation:** Staff recommends denial of the requested variation. However, Ordinance Z-47-21 is attached with 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.

**Attachments:**

Attachment 1: Petitioner's Project Narrative

Attachment 2: Standards of Variation

Attachment 3: Location Map

Attachment 4: Plat of Survey

Attachment 5: Site Photos

Attachment 6: Chairman Szabo Memo

Attachment 7: Draft Excerpt of Minutes from the September 14, 2021 Planning and Zoning Board Meeting

Ordinance Z-47-21

Exhibit A: Site Plan

Exhibit B: Floor Plan & Elevations

Exhibit C: Unconditional Agreement and Consent

## **PROJECT NARRATIVE**

We are requesting a variance of the City of Des Plaines to go beyond the 720 square foot maximum detached garage requirement. We are asking to add an additional 197 square feet.

We are requesting this variance due to the hardship of what we believe to be a lack of privacy and excessive noise from the Metra & freight trains that run along the back yard of our property. The current one-car garage is non-functional by today's standards (a small SUV can not fit in it). We would like to tear it down and build a larger garage that can comfortably fit both our cars, plus store yard equipment, seasonal furniture, a workbench for general home maintenance etc. In doing so, we realized that if the garage were to be slightly larger we could gain more privacy by blocking the view from the Metra trains that overlook our property, even with the fence currently in place. The larger garage would also help reduce the noise from the trains as they go by.

Because of the unique shape of our lot and trying to preserve as much outdoor space as possible, we feel that the location of the garage on the attached plans would be the best way to accommodate these hardships. Based on the location and shape of the garage, you will not be able to notice the size difference from the street.

Thank you for your consideration.

## STANDARDS FOR VARIATIONS

- 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.

*Even though a fence is at the back of the lot, it is still inadequate of providing privacy and noise reduction between the subject property and the Metra trains. Adding an extra 197 sq. ft. to the garage would help minimize both these issues.*
- 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.

*The subject lot is long and narrow and the house sits further back on the property than most other houses in the surrounding lots. Due to this, and in order to preserve the usable outdoor space, the ideal garage would be long and narrow as well.*
- 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

*Neither the applicant nor the preceding owners have created the hardship as the property size and house location as been this way since the property was developed.*
- 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.

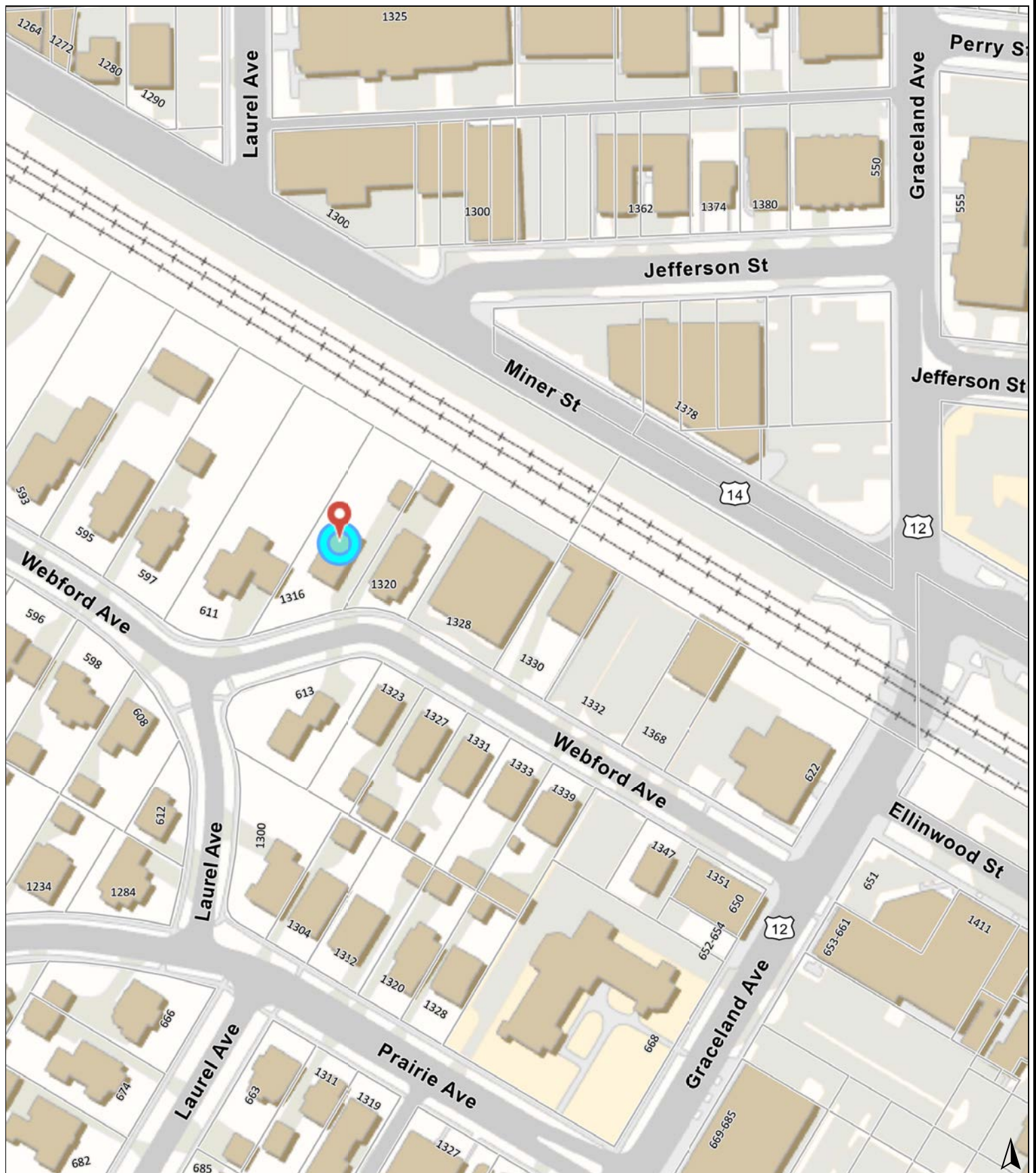
*The surrounding lots have larger backyards due to the fact that their houses sit closer to the street, giving them more opportunity for privacy and noise reduction. They are still able to maintain there usable outdoor space while having larger garages and larger outdoor space.*
- 5. Not Merely Special 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.

*The garage will be used for car storage, and area to keep equipment to maintain the property (garden/ yard equipment, seasonal furniture etc). There will be no financial benefit to the requested variance of additional space to the garage.*
- 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 specified use would not alter or change from the original intent to being a general use garage. See response 5.*
- 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.

*Based on the unique size and shape of the subject lot, the owners believe making the proposed garage slightly larger is the best way to resolve the privacy and noise issues while still maintaining the outdoor space..*
- 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 requested variation of making the proposed garage slightly larger would block noise and create privacy for the applicants. This would be the least amount of structure necessary to alleviate the hardship while still preserving outdoor living space.*



0 150 300  
ft

Print Date: 6/2/2021

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.



# PLAT OF SURVEY

**EXACTA**  
ILLINOIS SURVEYORS, INC.



PROPERTY ADDRESS: 1316 WEBFORD AVENUE, DES PLAINES, ILLINOIS 60016

SURVEY NUMBER: 1812.0368

FIELD WORK DATE: 12/10/2018

REVISION DATE(S): (REV'D 12/11/2018)

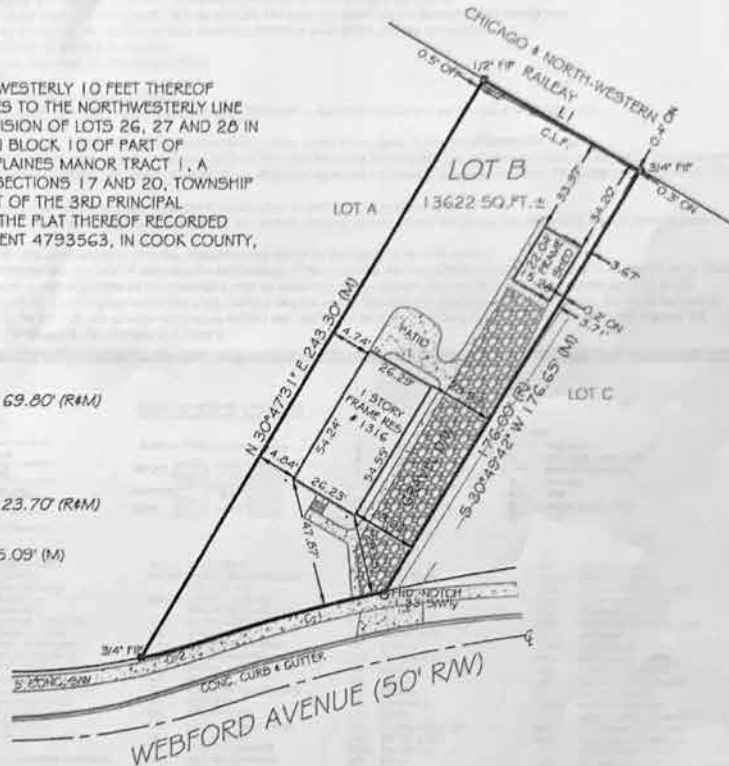
18120368  
BOUNDARY SURVEY  
COOK COUNTY

LOT B (EXCEPT THE NORTHWESTERLY 10 FEET THEREOF MEASURED AT RIGHT ANGLES TO THE NORTHWESTERLY LINE THEREOF) IN THE RESUBDIVISION OF LOTS 26, 27 AND 28 IN BLOCK 1 AND OF LOT 13 IN BLOCK 10 OF PART OF WEBFORD AVENUE IN DES PLAINES MANOR TRACT 1, A SUBDIVISION OF PART OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE 3RD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1911 AS DOCUMENT 4793563, IN COOK COUNTY, ILLINOIS.

C-1  
R=689.42' (R&M)  
L=69.83' (R&M)  
Δ=5°48'43" (R&M)  
CH=5 74°41'58" W, 69.80' (R&M)

C-2  
R=224.02' (R&M)  
L=23.71' (R&M)  
Δ=6°03'50" (R&M)  
CH=5 75°08'08" W, 23.70' (R&M)

TABLE:  
L1 S 59°43'51" E 65.09' (M)



STATE OF ILLINOIS } ss  
COUNTY OF DU PAGE

THIS IS TO CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY, GIVEN UNDER MY HAND AND SEAL THIS 7TH DAY OF DECEMBER, 2018 AT 312 S. HALE STREET IN WHEATON, IL 60187.

*Warren D. Johnson*

ILLINOIS PROFESSIONAL LAND SURVEYOR No. 2971  
LICENSE EXPIRES 1/30/2020  
EXACTA LAND SURVEYORS LB# 57C3



GRAPHIC SCALE (In Feet)  
1 inch = 50' ft.



THE ABOVE SURVEY IS A PROFESSIONAL SERVICE IN COMPLIANCE WITH THE MINIMUM STANDARDS OF THE STATE OF ILLINOIS. NO IMPROVEMENTS SHOULD BE MADE ON THE BASIS OF THIS PLAT ALONE. PLEASE REFER ALSO TO YOUR DEED, TITLE POLICY AND LOCAL ORDINANCES. COPYRIGHT BY EXACTA ILLINOIS SURVEYORS. THIS DOCUMENT MAY ONLY BE USED BY THE PARTIES TO WHICH IT IS CERTIFIED. PLEASE DIRECT QUESTIONS OR COMMENTS TO EXACTA ILLINOIS SURVEYORS, INC. AT THE NUMBER IN THE BOTTOM RIGHT CORNER.

CLIENT NUMBER: 2948908

DATE: 12/11/18

BUYER: CHRISTOPHER COLDOCK AND MICHELLE DANIEL

SELLER: KIMBERLY BAKER

CERTIFIED TO: CHRISTOPHER COLDOCK AND MICHELLE DANIEL; FIRST AMERICAN TITLE INSURANCE COMPANY; PARKSIDE LENDING, LLC; ITS SUCCESSORS AND/OR ASSIGNS; AS THEIR INTERESTS MAY APPEAR

This is page 1 of 2 and is not valid without all pages.

## POINTS OF INTEREST

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1316 Webford Ave – Public Notice



1316 Webford Ave – Looking East at Front of Site



1316 Webford Ave – Looking North at Existing Detached Garage



1316 Webford Ave – Looking North at Side of Site





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, 1316 Webford Avenue, 21-016-V, 3<sup>rd</sup> Ward  
**RE:** Consideration for a Major Variation under Section 12-8-1(C) to allow an over-sized detached garage that exceeds the 720 foot square foot maximum for accessory structures in the City of Des Plaines.

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board met on September 14, 2021 to consider a Major Variation under Section 12-8-1(C) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow for a 916-square-foot detached garage that exceeds the 720 foot square foot maximum for accessory structures in the R-1, Single Family Residential District at 1316 Webford Avenue.

1. The petitioner presented the proposal to replace the existing detached garage with the new 916-square foot detached garage in order to preserve his rear yard and house more vehicles, equipment, and a workbench area. The petitioner explained that the original plans for the proposed detached garage heard by the PZB reflected an 897 square foot L-shaped garage but the petitioner was requesting for a 916 square foot rectangular garage. The mix-up on the requested relief required the petitioner to revise the plans to reflect the proposed 916 square foot garage and request a new public hearing.
2. The Planning and Zoning Board Members asked staff if the petitioner had to pay the application fee again for this request. Staff responded that they did not.
3. The Community and Economic Development Department did not recommend approval of the request. Staff did provide a condition for the Planning and Zoning Board to consider if approval of the request was favored that the existing gravel driveway between the proposed detached garage and front property line is improved with a dust-free hard surface in compliance with all applicable City of Des Plaines.
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 Staff's provided condition.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'James Szabo'.

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

1316 Webford Ave  
2000 Mannheim Rd  
Citywide

Major Variation  
Conditional Use/Major Var  
Text Amendment – Parking/EV

September 14, 2021  
Page 2

**OLD BUSINESS**

None

**NEW BUSINESS**

**1. Address:** 1316 Webford Avenue

**Case Number:** 21-016-V  
**Public Hearing**

The petitioner is requesting a Major Variation under Section 12-8-1(C) of the Des Plaines Zoning Ordinance, as amended, to allow for the installation of a detached garage that exceeds the maximum area of 720-square feet in the R-1 zoning district, and the approval of any other such variations, waivers, and zoning relief as may be necessary.

**PIN:** 09-17-306-028-0000  
**Petitioner:** Chris Colldock, 1316 Webford Avenue, Des Plaines, IL 60016  
**Owner:** Chris Colldock, 1316 Webford Avenue, Des Plaines, IL 60016

Chairman Szabo swore in Chris Colldock and Michelle Daniel, property owners and Petitioners for the property located at 1316 Webford, Des Plaines. The Petitioners explained the revisit to the Planning & Zoning Board as based on a clarification regarding square footage of the proposed garage, the square footage of the garage will be 917 square feet. Plans have been updated and included in the packet for review.

Chairman Szabo asked if the Board had any questions. There were no questions from the Board.

Chairman Szabo inquired if the applicant was charged again to reappear in front of the Board, staff responded that the applicant was not charged an additional fee.

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 Major Variation under Section 12-8-1(C) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow the construction of an over-sized detached garage that exceeds the maximum area permitted for a detached garage in a residential zoning district.

**UPDATE:** New plans have been submitted for this request detailing a 916-square-foot detached garage on the subject property. Previously, the Planning and Zoning Board deliberated over an 897-square-foot detached garage at this location. The new plans require a new public hearing for the Planning and Zoning Board. All references in this report to 897 square feet have been changed to 916 square feet. Any attached plans have been updated to illustrate the proposed 916-square-foot detached garage. The rest of this report is substantially the same from the June 8, 2021, public hearing.

Case 21-016-V	1316 Webford Ave	Major Variation
Case 21-036-CU-V	2000 Mannheim Rd	Conditional Use/Major Var
Case 21-038-TA	Citywide	Text Amendment – Parking/EV

September 14, 2021  
Page 3

**Address:** 1316 Webford Avenue

**Owner:** Chris Colldock, 1316 Webford Avenue, Des Plaines, IL 60016  
**Petitioner:** Chris Colldock, 1316 Webford Avenue, Des Plaines, IL 60016

**Case Number:** 21-016-V  
**PIN:** 09-17-306-028-0000  
**Ward:** #3, Alderman Sean Oskerka

**Existing Zoning:** R-1, Single Family Residential District  
**Existing Land Use:** Single Family Residence

**Surrounding Zoning:** North: C-3, General Commercial District  
South: R-1, Single Family Residential District  
East: R-1, Single Family Residential District  
West: R-1, Single Family Residential District

**Surrounding Land Use:** North: Railroad; Pharmacy (Commercial)  
South: Single Family Residences  
East: Single Family Residences  
West: Single Family Residences

**Street Classification:** Webford Avenue is classified as a local street.

**Comprehensive Plan:** The Comprehensive Plan designates the site as residential.

**Project Description:** 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 as shown on the Plat of Survey. 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. Pursuant to Section 12-8-1(C), the maximum area for a detached garage in a residential zoning district is 720 square foot.

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 as shown on the Site Plan. 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 petitioner has provided architectural plans to illustrate the overall design, layout, and elevations of the proposed garage as shown in the Garage Plans.

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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.

Pursuant to Section 12-8-1(C)(5) of the Des Plaines Zoning Ordinance, the maximum area of a detached garage in a residential district shall be seven hundred twenty (720) square feet or less. 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.

**Variation Findings:** Variation requests are subject to the standards set forth in Section 12-3-6(H) of the 1998 City of Des Plaines Zoning Ordinance, as amended.

1. **Hardship: No variation shall be granted pursuant to this subsection H unless the applicant shall establish that carrying out the strict letter of the provisions of this title would create a particular hardship or a practical difficulty:**

Comment: Staff finds that there is no hardship or practical difficulty preventing the petitioner from complying with the 720-square foot maximum area allowance for detached garages in residential districts as a 720-square foot space does allow for the storage of multiple vehicles, equipment, and workbench area depending on design. Additionally, the zoning code allows for two accessory structures for each property so a shed could be added to accommodate additional storage as needed. Please see the Petitioner's responses to Standards for Variations.

2. **Unique Physical Condition: The subject lot is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure, or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject lot that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot:**

Comment: Staff finds that there is no unique physical condition on the subject property than differs from any other property along this street as there are several other properties backing up to the Metra train tracks that share the same conditions. While detached garages and other accessory structures inevitably may provide some semblance of privacy and noise reduction, this is not their intended purpose. Additionally, there is ample room to install landscaping as a natural barrier to address the noise and privacy concerns posed by the petitioner. Please see the Petitioner's responses to Standards for Variations.

3. **Not Self-Created: The aforesaid unique physical condition is not the result of any action or inaction of the owner or its predecessors in title and existed at the time of the enactment of the provisions from which a variance is sought or was created by natural forces or was the result of governmental action, other than the adoption of this title:**

Comment: While the subject property's location, size, and close proximity to the Metra train tracks may not be a result of any action or inaction of the property owner, the subject property



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was purchased with the understanding of these attributes and conditions. As such, staff does not find these physical conditions of the subject property warrant the approval of a variation for an over-sized garage, whether for privacy, noise dampening, or additional storage, since other properties along this street deal with similar circumstances. Please see the Petitioner's responses to Standards for Variations.

**4. Denied Substantial Rights: The carrying out of the strict letter of the provision from which a variance is sought would deprive the owner of the subject lot of substantial rights commonly enjoyed by owners of other lots subject to the same provision:**

Comment: Staff finds that carrying out the strict letter of this code to permit a 720-square foot detached garage would not deprive the existing property owner of substantial rights enjoyed by other owners of similarly zoned lots since this regulation is enforced for all residentially-zoned properties regardless of size, location, and composition of the property. All new detached garages are held to the same standards under Section 12-8-1(C) of the Zoning Ordinance so enforcing the maximum detached garage area would not prevent the property owner from any substantial rights enjoyed by other single family residential properties. Please see the Petitioner's responses to Standards for Variations.

**5. Not Merely Special Privilege: The alleged hardship or difficulty is neither merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely the inability of the owner to make more money from the use of the subject lot:**

Comment: Staff finds that the granting of this variation for density would, in fact, provide a special privilege for the property owner not available to other single family residential properties as it would give the petitioner preferential treatment over owners of other single family residences. Additionally, it could create a precedence for additional over-sized garage requests for single family residential properties that do not meet the standards for variations and may not have the available space or justifiable need for an over-sized detached garage. Please see the Petitioner's responses to Standards for Variations.

**6. Title And Plan Purposes: The variation would not result in a use or development of the subject lot that would be not in harmony with the general and specific purposes for which this title and the provision from which a variation is sought were enacted or the general purpose and intent of the comprehensive plan:**

Comment: Staff finds that the proposed over-sized detached garage would not be harmonious with the surrounding single family residential development in this area or for other single family zoned properties in Des Plaines and does not meet the standards for variation in Section 12-3-6 of the Zoning Ordinance. Additionally, the zoning code requires a minimum of two off-street parking spaces, which a 720-square foot garage can meet and exceed depending on design. The request for the oversized detached garage would not support the goals and objectives of the Comprehensive Plan as this does not benefit other residents or the City of Des Plaines as a whole. Please see the Petitioner's responses to Standards for Variations.

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Page 6

- 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: Staff finds that there are ways to avoid the requested variation for an oversized garage. Aside from the fact that the allowable 720-square foot size for a detached garage can accommodate multiple vehicles, equipment storage, and work area depending on its design, the zoning code allows up to two accessory structures for each property up to 150-square feet in size. Thus, a shed could be added on the property as a second accessory structure to accommodate additional storage as needed totaling 870-square feet, which is near the area that the petitioner is requesting for the detached garage. An additional alternative if more space is needed is constructing an addition on the existing residence, in conformance with all applicable codes, since there is ample room in the rear yard. In essence, there are other available options aside from the variation to remedy the petitioner's posed concerns. Please see the Petitioner's responses to Standards for Variations.

- 8. Minimum Required: The requested variation is the minimum measure of relief necessary to alleviate the alleged hardship or difficulty presented by the strict application of this title.**

Comment: Staff finds that the approval of this variation request for an oversized garage is not the minimum measure of relief to address the petitioner's concerns, but rather the installation of mature landscaping at the rear of the property to reduce noise, add privacy, and allow for outdoor space. In addition to that, the zoning ordinance allows properties that abut a railroad right-of-way to install an eight-foot tall fence along the side that abuts the alley, which could assist in the privacy and noise reduction measures. Please see the Petitioner's responses to Standards for Variations.

**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 has the authority to recommend that the City Council approve, approve subject to conditions, or deny the above-mentioned major variation for an over-sized detached garage at 1316 Webford Avenue. The City Council has final authority on the proposal.

Consideration of the request should be based on a review of the information presented by the applicant and the findings made above, as specified in Section 12-3-6(H) (Standards for Variations) of the Zoning Ordinance. If the PZB recommends and City Council ultimately approves the request, staff recommends the following condition:

1. The existing gravel driveway shall be improved with a dust-free hard surface in conformance with all applicable City of Des Plaines codes.

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

**A motion was made by Board Catalano, seconded by Board Member Fowler, to recommend approval of a Major Variation under Section 12-8-1(C) of the Des Plaines Zoning Ordinance, as amended, to allow for the installation of a detached garage that exceeds the maximum area of 720-square feet in the R-1 zoning district, and the approval of any other such variations, waivers, and zoning relief as may be**

Case 21-016-V  
Case 21-036-CU-V  
Case 21-038-TA

1316 Webford Ave  
2000 Mannheim Rd  
Citywide

Major Variation  
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**necessary, with the condition that the existing gravel driveway shall be improved with a dust-free hard surface in conformance with all applicable City of Des Plaines codes.**

AYES: Catalano, Fowler, Hofherr, Saletnik, Veremis, Szabo

NAYES: None

ABSTAIN: None

**\*\*\*MOTION CARRIED UNANIMOUSLY\*\*\***

**CITY OF DES PLAINES**

**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).**

**WHEREAS**, Chris Colldock ("**Petitioner**") is the owner of the 13,650-square-foot property commonly known as 1316 Webford Avenue, Des Plaines, Illinois ("**Subject Property**"); and

**WHEREAS**, the Subject Property is located in the R-1 Single Family Residential District of the City ("**R-1 District**"); and

**WHEREAS**, the Subject Property is improved with a single-family home and a detached garage ("**Existing Garage**"); and

**WHEREAS**, the Petitioner proposes to demolish the Existing Garage and construct a 916-square-foot detached garage on the Subject Property ("**Proposed Garage**"); and

**WHEREAS**, pursuant to Section 12-8-1.C of the City of Des Plaines Zoning Ordinance of 1998, as amended ("**Zoning Ordinance**"), the maximum area for a detached garage in the R-1 District is 720 square feet; and

**WHEREAS**, in order to allow the construction of the Proposed Garage on the Subject Property, the Petitioner submitted an application to the City of Des Plaines Department of Community and Economic Development ("**Department**") for a major variation from Section 12-8-1.C of the Zoning Ordinance to increase the maximum permitted area of a detached garage in the R-1 District from 720 square feet to 916 square 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 14, 2021, pursuant to publication of notice in the *Des Plaines Journal* on August 4, 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 9, 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 6-0, subject to certain conditions; 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 September 9, 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:

LOT B (EXCEPT THE NORTHWESTERLY 10 FEET THEREOF MEASURED AT RIGHT ANGLES TO THE NORTHWESTERLY LINE THEREOF) IN THE RESUBDIVISION OF LOTS 26, 27 AND 28 IN BLOCK 1 AND OF LOT 13 IN BLOCK 10 OF PART OF WEBFORD AVENUE IN DES PLAINES MANOR TRACT 1, A SUBDIVISION OF PART OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1911 AS DOCUMENT 4793563, IN COOK COUNTY, ILLINOIS.

PIN: 09-17-306-028-0000

Commonly known as 1316 Webford Avenue, 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

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 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. The development, use, and maintenance of the Subject Property shall be in strict compliance with the following plans below, 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 “Site Plan” consisting of one sheet, prepared by DeBaker Design Group, LTD, with a latest revision date of June 28, 2021, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit A**; and

2. The “Floor Plans and Elevations” consisting of four sheets, DeBaker Design Group, LTD, with a latest revision date of June 28, 2021, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit B**.

C. Additional Condition. The existing gravel driveway on the Subject Property must be improved with a dust-free hard surface in conformance with all applicable City of Des Plaines codes within 60 days after City Council approval of this Ordinance.

**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 the Petitioner, his grantees, assigns and successors in interest to the Subject Property.

**SECTION 6. LIMITATIONS.** The Variation will expire 12 months after the City Council's approval of this ordinance unless a building permit is issued and construction commenced 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.**

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 Petitioner having legal title to the Subject Property and having provided proof of such title to the Department; and
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 C**; and
4. at the Petitioner's sole cost and expense, the recordation of this Ordinance together with such exhibits as the City Clerk deems appropriate, with the Office of the Cook County Recorder.

B. In the event that the Petitioner 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 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:

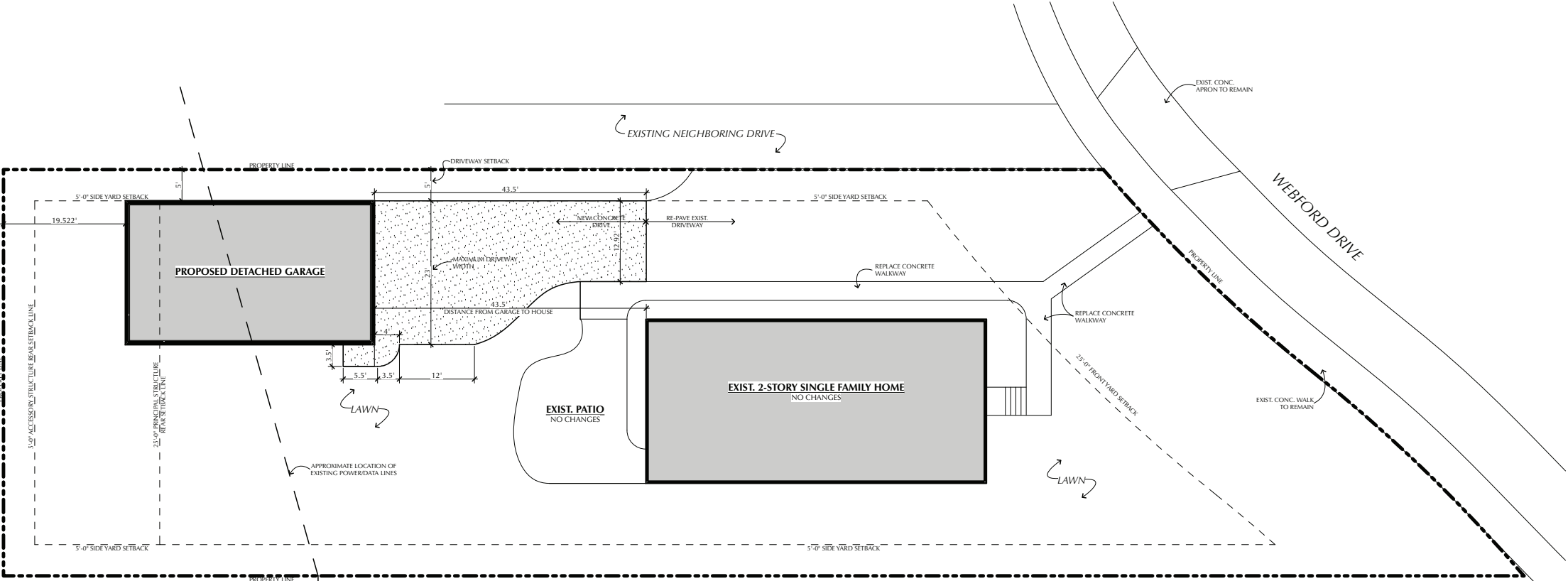
\_\_\_\_\_  
**CITY CLERK**

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

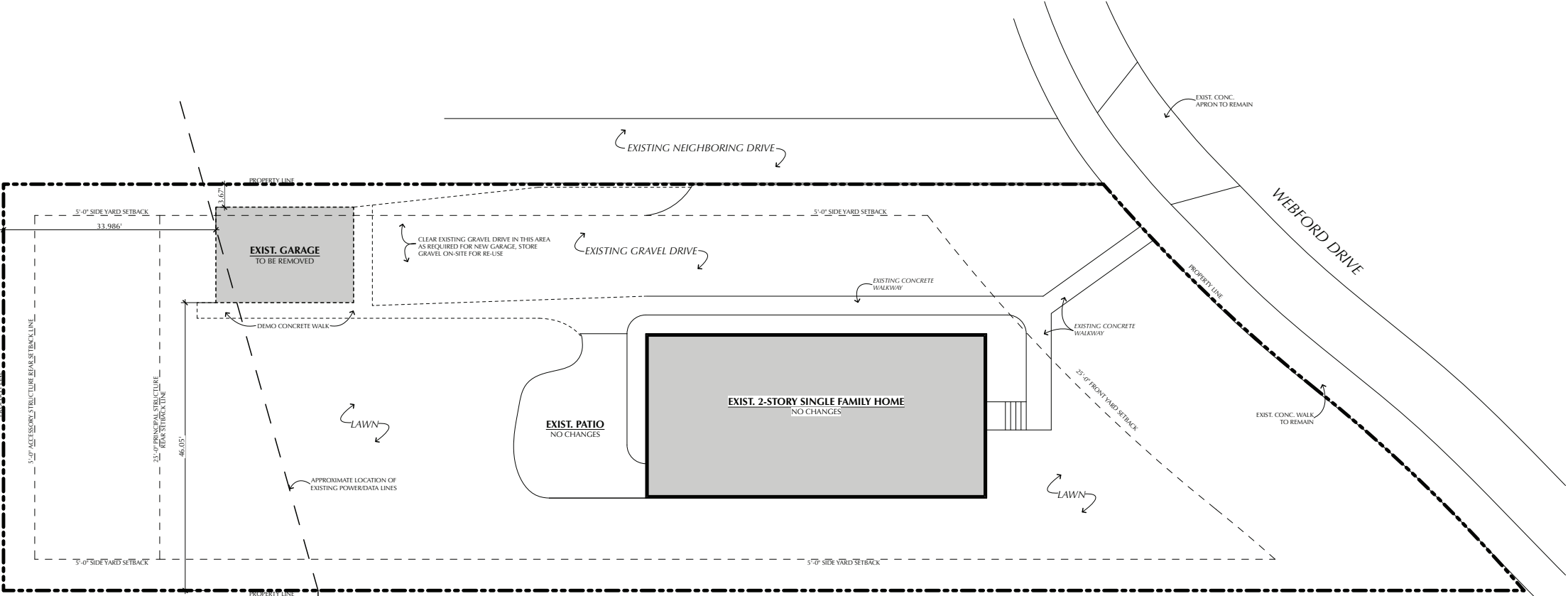
I, \_\_\_\_\_, being the owner or other party in interest of the property legally described within this Ordinance, having read a copy of the Ordinance, do hereby accept, concur and agree to develop and use the Subject Property in accordance with the terms of this Ordinance.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)



2 PROPOSED SITE PLAN  
SCALE: 1" = 10'



1 EXIST./DEMO SITE PLAN  
SCALE: 1" = 10'

DEBAKER DESIGN GROUP, LTD.  
7927 N. LINCOLN AVE. #201  
SKOKIE, IL 60077  
P: 773-368-8917  
DEBAKERDESIGN.COM  
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DeBaker  
DESIGN GROUP, LTD.  
Architecture for Custom Homes  
Residential • Addition • New Construction

JEFFREY W. EICHHORN  
001021097  
STATE OF ILLINOIS  
Professional Engineer

DATE	REVISION NOTES
05/18/2020	PRELIM. PRESENTATION
06/22/2020	REVISED PRELIMS
08/28/2020	REVISED PRELIMS
09/22/2020	CHECK SET
06/28/2021	REV. CHECK SET

PROPOSED DETACHED GARAGE  
COLLDOCK RESIDENCE  
1316 WEBFORD AVE.  
DES PLAINES, IL 60016

SITE PLANS

A-002  
SHEET 2 of 6

COLUMNS SUPPORTING VALLEY MEMBERS		
HEIGHT	CONFIGURATION	
0' - 7'-0"	(1) 4X4 POST	
7'-0" - 11'-0"	(1) 2X4 & (1) 2X6 GLUED W/ 16D NAILS @ 8" O.C.	
11'-0" - 14'-0"	(1) 6X6 POST	
14'-0" - 17'-0"	(1) 2X6 & (1) 2X8 GLUED W/ 16D NAILS @ 8" O.C.	

ROOF PLAN NOTES
NEW ROOF RAFTERS ARE TO BE 2X10s @ 16" O.C. UNLESS OTHERWISE NOTED.
ROOFING MATERIAL TO BE ARCHITECTURAL ASPHALT SHINGLES, CLASS "C" OR BETTER
GUTTERS TO BE ALUMINUM 6" K-STYLE WITH MOUNTING STRAPS AT 24" O.C. MIN.
ALL DOWNSPOUTS TO SPLASH ON GRADE.
PROVIDE CONTINUOUS RIDGE VENT. PROVIDE CONTINUOUS STRIP VENT AT EAVES.

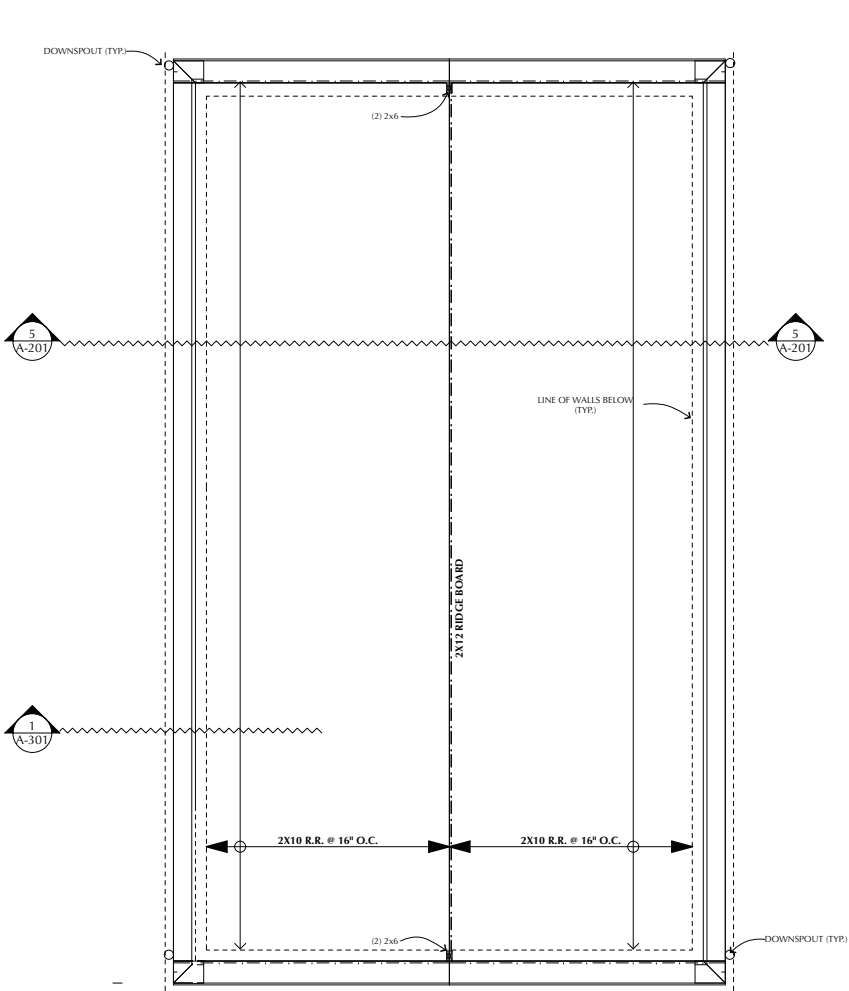
GENERAL NOTES
NEW ELECTRICAL SUB PANEL IN GARAGE RUN OFF MAIN HOUSE.
PROVIDE NATURAL GAS LINE FROM MAIN HOUSE TO GARAGE FOR HEATING ELEMENTS AS SHOWN.

FLOOR AREA
GARAGE AREA: 912 SQ.FT.

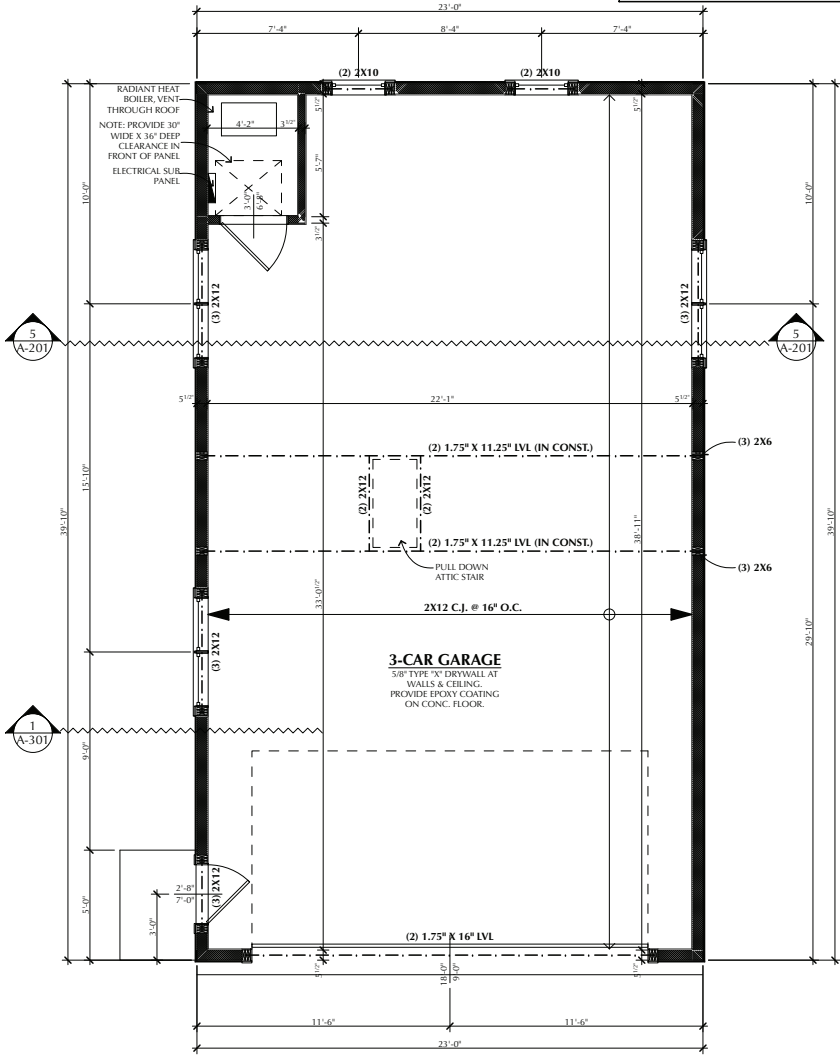
HEATING & INSULATION NOTES
PROVIDE RADIANT HEAT AT GARAGE FLOOR SLAB RUN OFF BOILER.
WITH HEATED GARAGE, PROVIDE THE FOLLOWING INSULATION:
<b>WALLS:</b> R-21 BATT INSULATION
<b>ATTIC:</b> R-49 BATT INSULATION
<b>SLAB:</b> R-10 RIGID FOAM ON INSIDE OF FOUNDATION WALL FOR A DEPTH OF 2 FEET. R-5 RIGID FOAM INSULATION UNDER ENTIRE SLAB IF RADIANT OPTION IS SELECTED.

STRUCTURAL NOTES
<b>ATTIC FLOOR DESIGN LOADS:</b> LIVE LOAD = 20 PSF DEAD LOAD = 10 PSF
<b>ROOF DESIGN LOADS:</b> LIVE LOAD = 30 PSF DEAD LOAD = 20 PSF
METAL POST BASES ARE REQUIRED FOR WOOD COLUMNS THAT COME IN CONTACT W/ CONCRETE. PROVIDE MIN. 2-1/2" CLEARANCE TO CONCRETE
PROVIDE JOIST HANGERS AT ALL FLUSH FRAMED CONDITIONS. (I.E. JOIST TO JOIST HEADERS AND JOIST TO BEAMS, ETC.)
BLOCK ALL COLUMNS TO STRUCTURAL MEMBERS AND/OR SILL PLATES. BLOCKING TO BE MINIMUM OF SIZE OF COLUMN ABOVE.

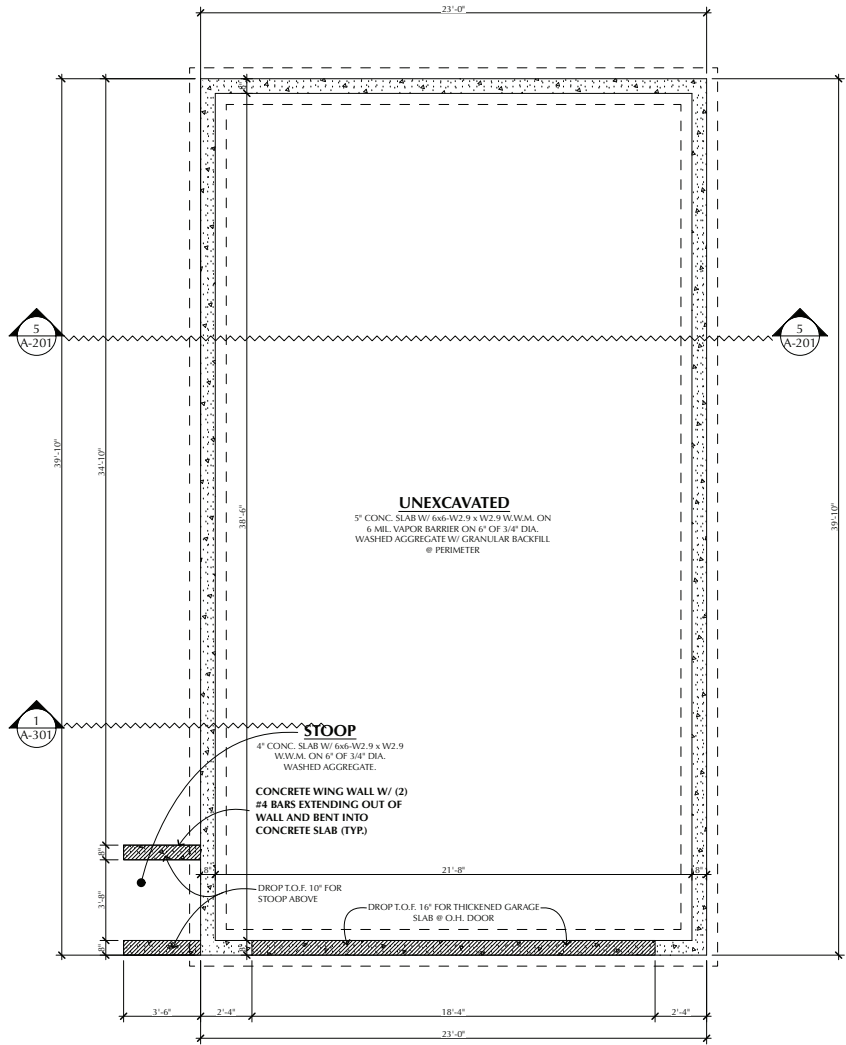
FOUNDATION PLAN NOTES
DOWNSPOUTS TO SPLASH ON GRADE UNLESS NOTED OTHERWISE ON CIVIL ENGINEERING PLAN.
IF SLEEVING UNDER GARAGE FLOOR SLAB, STOOP, ETC., FOR DOWNSPOUT, GAS LINE, ELECT. LINE OR AIR CONDITIONING CONDENSOR LINES: PROVIDE 6" Ø PVC SLEEVE (OR AS REQ'D.), SUPPLIED & INSTALLED BY PLUMBING CONTRACTOR PRIOR TO POURING SLAB. VERIFY LOCATION W/ SUBCONTRACTOR.



3 PROPOSED ROOF PLAN  
SCALE: 1/4" = 1'-0"



2 PROPOSED FIRST FLOOR PLAN  
SCALE: 1/4" = 1'-0"

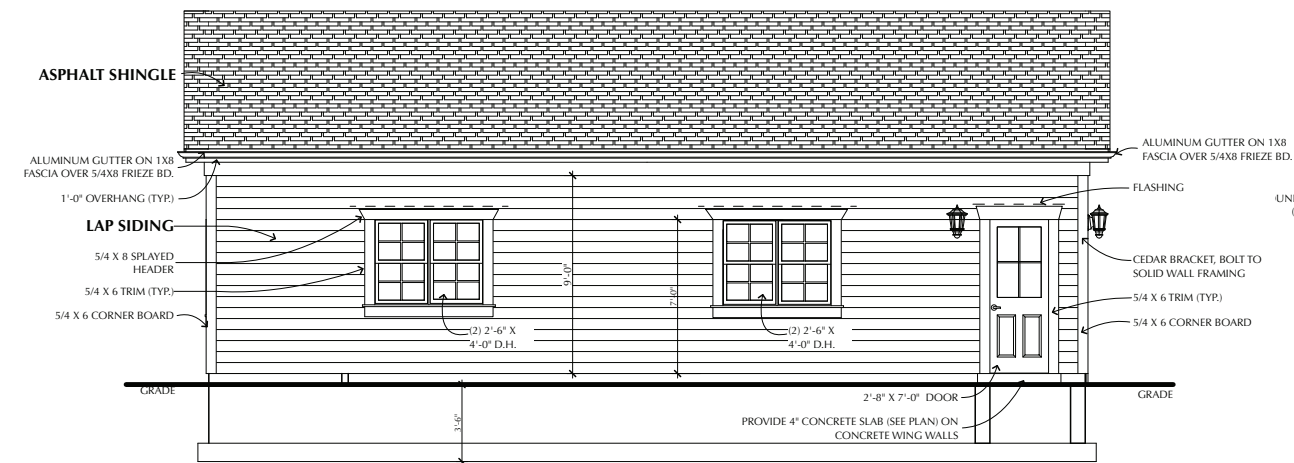


1 PROPOSED FOUNDATION PLAN  
SCALE: 1/4" = 1'-0"

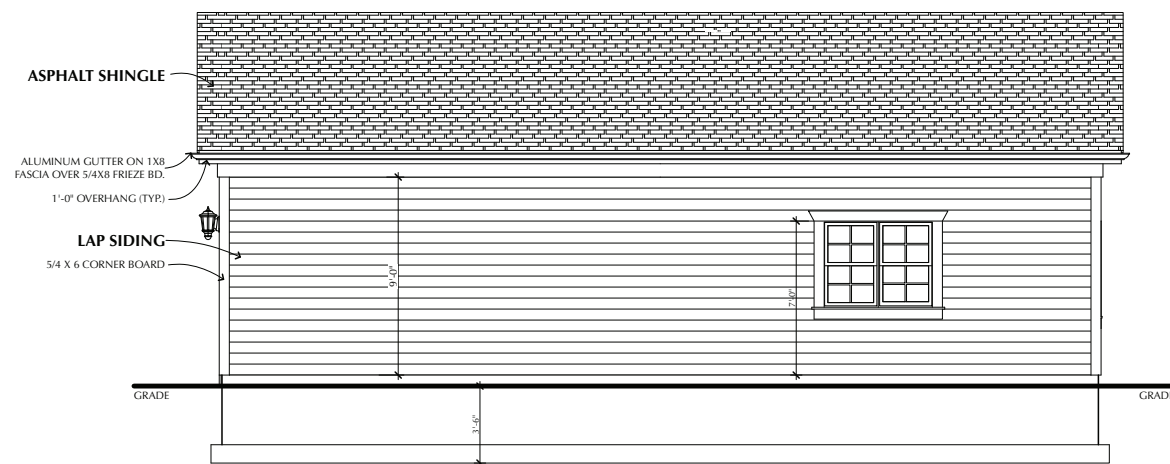


DATE	REVISION NOTES
05/18/2020	PRELIM. PRESENTATION
06/22/2020	REVISED PRELIMS
08/28/2020	REVISED PRELIMS
09/22/2020	CHECK SET
06/28/2021	REV. CHECK SET

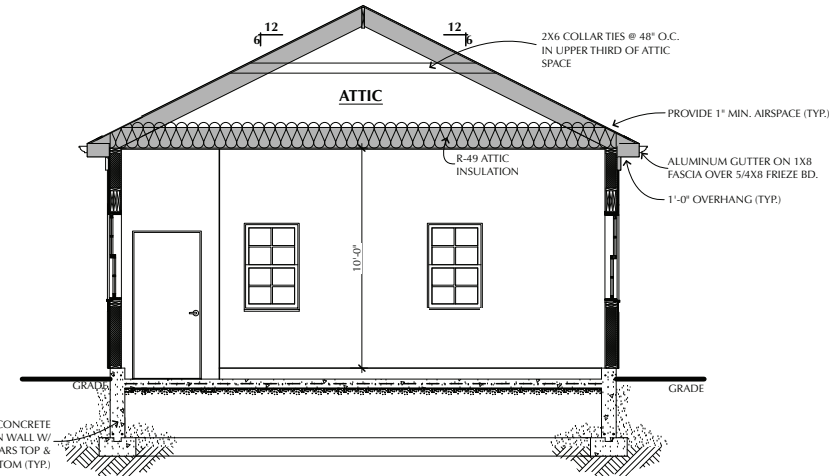
PROPOSED DETACHED GARAGE  
**COLLDOCK RESIDENCE**  
1316 WEBFORD AVE.  
DES PLAINES, IL 60016



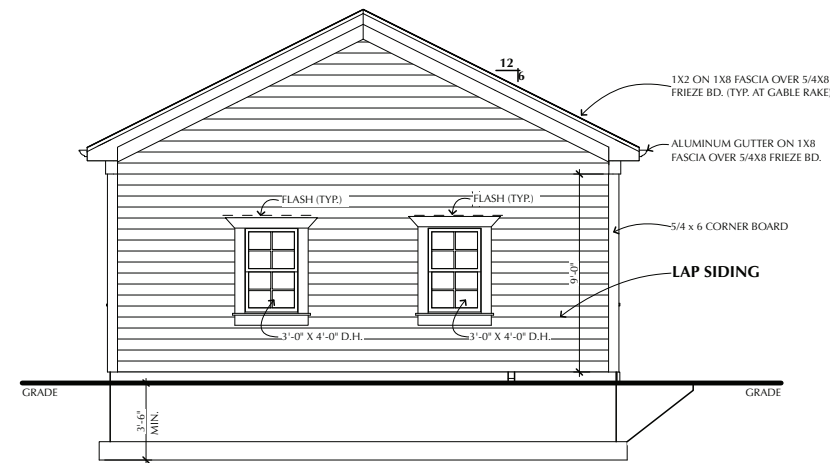
4 LEFT ELEVATION  
SCALE: 1/4" = 1'-0"



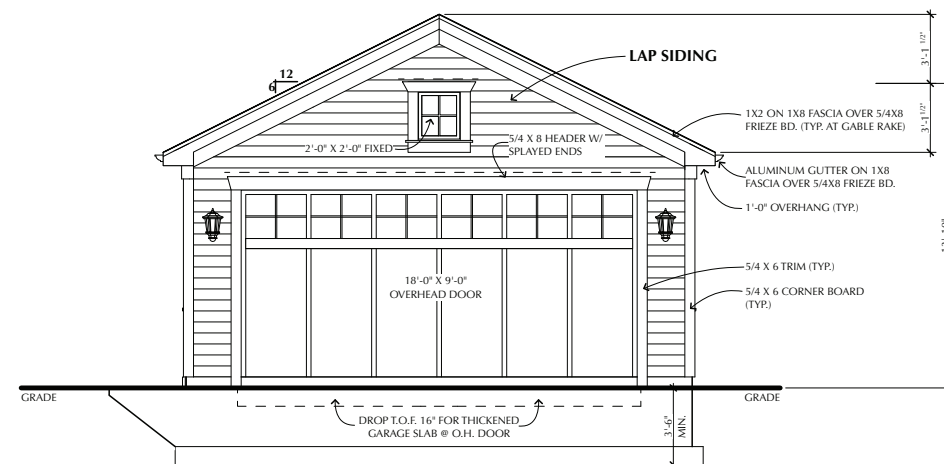
3 RIGHT ELEVATION  
SCALE: 1/4" = 1'-0"



5 HOUSE SECTION  
SCALE: 1/4" = 1'-0"



2 REAR ELEVATION  
SCALE: 1/4" = 1'-0"



1 FRONT ELEVATION  
SCALE: 1/4" = 1'-0"

DATE	REVISION NOTES
05/18/2020	PRELIM. PRESENTATION
06/22/2020	REVISED PRELIMS
08/28/2020	REVISED PRELIMS
09/22/2020	CHECK SET
06/28/2021	REV. CHECK SET

PROPOSED DETACHED GARAGE  
**COLLDOCK RESIDENCE**  
1316 WEBFORD AVE.  
DES PLAINES, IL 60016

ELEVATIONS &  
SECTIONS

A-201  
SHEET 4 of 6

## **EXHIBIT C**

### **UNCONDITIONAL AGREEMENT AND CONSENT**

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

**WHEREAS**, Chris Colldock ("**Petitioner**") is the owner of the property commonly known as 1316 Webford Avenue, Des Plaines, Illinois ("**Subject Property**"); and

**WHEREAS**, the Petitioner submitted an application to the City of Des Plaines Department of Community and Economic Development ("**Department**") for a major variation from Section 12-8-1.C of the City of Des Plaines Zoning Ordinance of 1998, as amended ("**Zoning Ordinance**") to increase the maximum permitted area of an accessory structure in the R-1 District from 720 square feet to 879 square feet to allow a 916-square foot detached garage on the Subject Property ("**Variation**"); and

**WHEREAS**, Ordinance No. Z-47-21 adopted by the City Council of the City of Des Plaines on \_\_\_\_\_, 2021 ("**Ordinance**"), grants approval of the Variation, subject to certain conditions; and

**WHEREAS**, the Petitioner 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 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-47-21, 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 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.

**CHRIS COLLDOCK**

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**SUBSCRIBED** and **SWORN** to  
before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2021.

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Notary Public



## 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 accomodate 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 vacinity. 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 useage 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.

## 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.

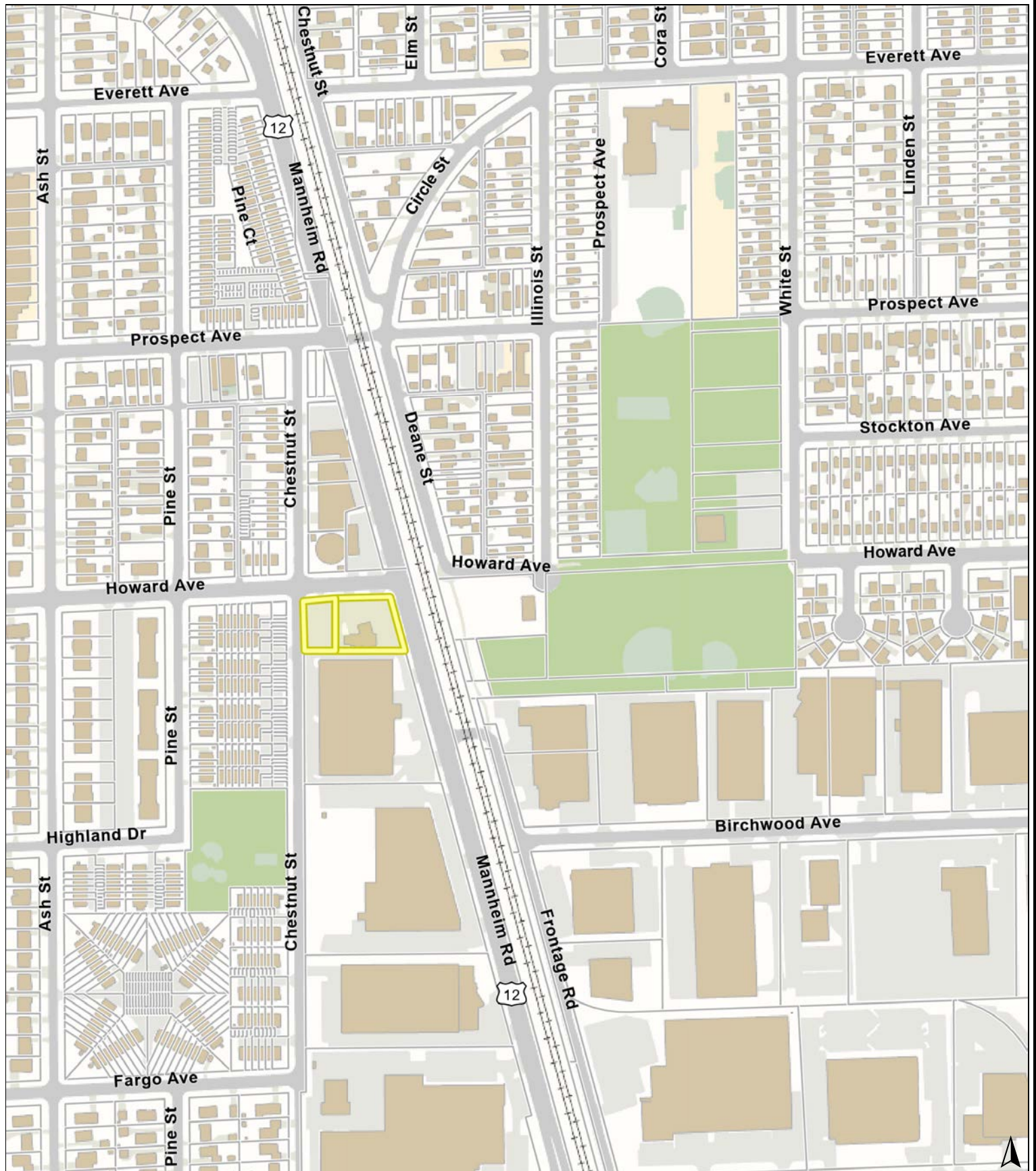
The rear of the building can be subject to safety concerns and addressing this requirement could only invite unwanted individuals. This could then cause harm or injury to employees and the general public.

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.



0 500 1000  
ft

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



GRAPHIC SCALE

15 10 5 0 10 20 30

(IN FEET)  
1 inch = 15 ft

## 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 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 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 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 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 SAID 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 PERPENDICULAR 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 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 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.

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  
HEREON 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
- HB - 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  
- City of Des Plaines, ILLINOIS DATED  
August 19, 2008 - COMMUNITY PANEL  
NUMBER 170081 3219 - THIS PROPERTY IS IN A  
MINIMUM FLOOD AREA AND IS DESIGNATED AS "ZONE"  
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, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

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 verses 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 Szabo", written in a cursive 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

1316 Webford Ave  
2000 Mannheim Rd  
Citywide

Major Variation  
Conditional Use/Major Var  
Text Amendment – Parking/EV

September 14, 2021  
Page 8

**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.

Case 21-016-V  
Case 21-036-CU-V  
Case 21-038-TA

1316 Webford Ave  
2000 Mannheim Rd  
Citywide

Major Variation  
Conditional Use/Major Var  
Text Amendment – Parking/EV

September 14, 2021  
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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)

Case 21-016-V  
Case 21-036-CU-V  
Case 21-038-TA

1316 Webford Ave  
2000 Mannheim Rd  
Citywide

Major Variation  
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Text Amendment – Parking/EV

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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:**

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*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,

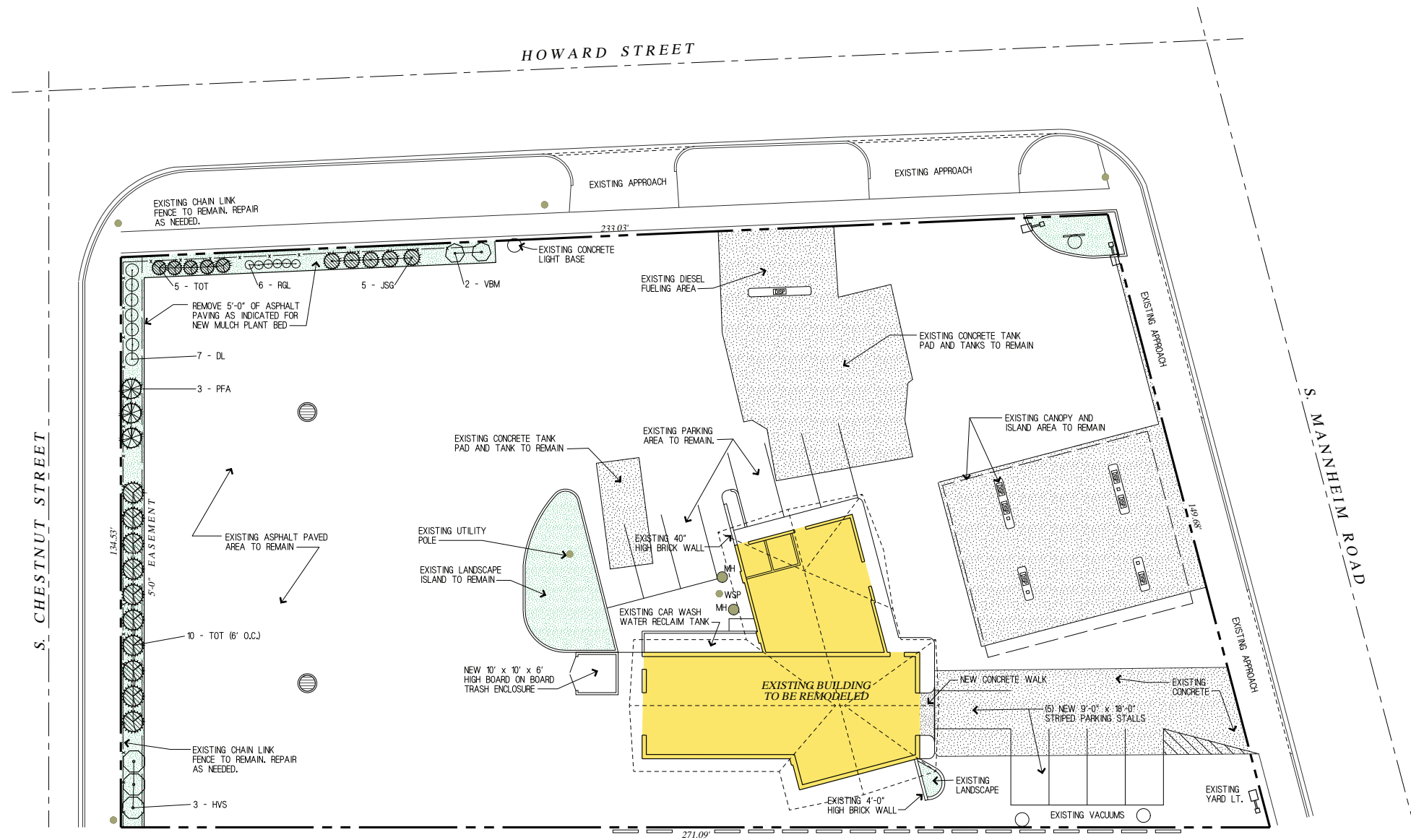
We are proposing to make several changes/upgrades to the existing Mobil Station listed above. The owner of the facility has requested to sell Beer and Liquor at this location. The existing C-Store is too small to meet the Code requirement for this request. The owner Mr. Henry Patel has decided to discontinue 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.

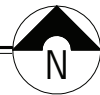
We have also proposed to remove a 5'-0" section of existing asphalt paving along a portion of the Northwest property line and all along the west property line. This area will be landscaped with a mixture of Evergreen Trees, Deciduous Shrubs and Evergreen Shrubs. A new wood trash enclosure will be installed at the rear or West side of the building.

Respectfully Submitted,

Ronald J. Ambrose  
Ambrose Design Group, LLC



SITE PLAN



KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE/TYPE
EVERGREEN TREES				
PFA	3	PICEA P. 'FAT ALBERT'	FAT ALBERT COLORADO SPRUCE	5' BB.
TOT	15	THUJA O. 'TECHNY'	MISSION ARBORVITAE	4' BB.
DECIDUOUS SHRUBS AND SHRUB ROSES				
DL	7	DIERVILLA IONICERA	DWARF BUSH HONEYSUCKLE	#5
HVS	3	HYDRANGEA P. 'RENNY'	VANILLA STRAWBERRY HYDRANGEA	#5
RGL	6	RHUS A. GROW LOW	GROW LOW SUMAC	#3
VBM	2	VIBURNUM D. CHRISTOM	BLUE MUFFIN VIBURNUM	30'/#5
EVERGREEN SHRUBS				
JSG	3	JUNIPERUS C. 'SEA GREEN'	SEA GREEN JUNIPER	24'/#5

**Ambrose**  
Design Group

PO BOX 1870  
CRYSTAL LAKE, ILLINOIS  
60039-1870  
(847) 347-3721  
r.ambrose@cgglobal.net

REVISIONS		DATE
NO	DESCRIPTION	

PROJECT NAME AND LOCATION:  
BUILDING REMODEL  
2000 S. MANNHEIM ROAD AT HOWARD STREET  
DES PLAINES, ILLINOIS  
PIN: 09-29-402-038-0000 AND 09-29-402-043-0000  
CLIENT: HENRY PATEL

SHEET TITLE:  
SITE PLAN/LANDSCAPE PLAN

DATE:  
8-11-21

SCALE:  
1" = 15'-0"

DRAWN BY:  
RJA

PROJECT NO.:  
210602

THESE DOCUMENTS, INCLUDING ALL DESIGN ELEMENTS DERIVED BY THESE DRAWINGS ARE THE PROPERTY OF AMBROSE DESIGN GROUP, LLC AND MAY NOT BE RE-USED, COPIED OR REPRODUCED WITHOUT THE EXPRESS WRITTEN PERMISSION OF AMBROSE DESIGN GROUP, LLC.

SHEET  
**SP-1**  
OF ONE







## **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



## MEMORANDUM

Date: September 16, 2021

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

From: Jennie Vana, Media Services Director JV

Subject: Approve Cable Television Franchise Agreement by and between the City of Des Plaines and Comcast of Illinois

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**Issue:** For the City Council to renew its Franchise Agreement with Comcast of Illinois for a period of 10 years. 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 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).

**Analysis:** The City's franchise agreement with Comcast has expired. The City and Comcast desire to enter into a new 10-year Agreement (Exhibit A) effective upon City Council approval and execution of authorized signatures.

### **Operation and Services**

Based on the terms and conditions set forth in the Agreement, Comcast is authorized to construct, operate and maintain its cable system and provide cable service to residential customers in the City of Des Plaines Franchise Area.

The Agreement grants Comcast access to City Rights of Way in order to erect, install, construct, repair, replace, reconstruct, maintain, or retain poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment. Comcast shall comply with all generally applicable provisions of Title 9, Chapter 5 of the City Code of the City of Des Plaines, "Construction of Utility Facilities in the Public Rights of Way."

### **Franchise Fee**

Under the Agreement, Comcast will continue to pay the City a Franchise Fee in an amount equal to five percent (5%) of annual gross revenues received from the operation of the cable system to provide cable service in City. In 2020, Comcast remitted \$528,544.89 in Franchise Fees to the City, which went into the General Fund (GL Account 100-00-000-0000.4127 - PEG Fees Tax).

## **Channels**

The Agreement shall continue to provide capacity on Comcast's system for Des Plaines Government Access Channel 17 and Public Access Channel 24.

## **PEG Capital Overview and PEG Fee**

Section 8.6. of the Agreement authorizes a new PEG Capital Fee of up to thirty-five cents (\$0.35) per customer per month to be passed on to each Comcast subscriber to be used for PEG Access Channel facilities and/or equipment. This fee is expected to generate approximately \$36,000 per year. Pursuant to the U.S. Cable Act, revenue from the PEG Fee shall be expended for capital costs associated with PEG access.

The operation of both PEG channels, which includes the live broadcasting and webcasting of City Council meetings and other video programming, requires high-tech equipment and infrastructure.

As part of the Agreement, the City is required to provide Comcast with a detailed and itemized description of the intended utilization of the PEG Capital Fee for PEG Access Channel facilities and/or equipment. Media Services estimates that current PEG capital needs are more than \$200,000 over the next three to five years. The recommended \$0.35 is a cap and can be adjusted based on the City's needs and plans, as the fee must directly support the City's capital plan.

The City currently collects a PEG Capital Fee from Wide Open West (WOW), which generated \$18,168.09 in 2020). If approved, the City would similarly request collection of a PEG Fee from AT&T.

The total potential revenue from these PEG Fees is approximately \$81,168 annually.

To implement this PEG Fee, Council will also have to amend Chapter 12 of Title 15 of the City Code to add provisions imposing the PEG Fee. (That item is on City Council's October 4 agenda for consideration and approval).

**Recommendation:** I recommend City Council approval of the attached 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.

## ***Attachments:***

Resolution R-154-21

Exhibit A - Cable Television Franchise Agreement by and between the City of Des Plaines and Comcast of Illinois

**CITY OF DES PLAINES**

**RESOLUTION R - 154 - 21**

**A RESOLUTION APPROVING A FRANCHISE  
AGREEMENT WITH COMCAST OF ILLINOIS XI, LLC.**

**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's franchise agreement with Comcast of Illinois XI, LLC ("*Comcast*") has expired; and

**WHEREAS**, City desires to enter into a new 10-year franchise agreement with Comcast to allow Comcast to construct and operate a cable system within the City rights-of-way ("*Franchise Agreement*"); and

**WHEREAS**, pursuant to the Franchise Agreement, Comcast will: (i) pay a franchise fee to the City in an amount equal to five-percent of its annual gross revenue received from providing cable service within the City; and (ii) provide Public, Educational and Governmental ("*PEG*") Access Programming; and

**WHEREAS**, the Franchise Agreement authorizes the collection of a PEG Capital Fee of up to 35 cents per customer per month for the City to spend exclusively on PEG Access Channel facilities and equipment, in accordance with federal and State laws; and

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

**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 FRANCHISE AGREEMENT.** The City Council hereby approves the Franchise 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 FRANCHISE 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 Franchise Agreement.

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

[SIGNATURE PAGE FOLLOWS]

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

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

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

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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**



**CABLE TELEVISION FRANCHISE AGREEMENT  
BY AND BETWEEN  
The  
CITY OF DES PLAINES  
And  
COMCAST OF ILLINOIS XI, LLC**

This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between the City of Des Plaines, Illinois (hereinafter, the “City”) and Comcast of Illinois XI, LLC, (hereinafter, “Grantee”) this \_\_\_\_ day of \_\_\_\_\_, 2021 (the “Effective Date”).

The City, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority of the Cable Act, the City’s home rule powers under the Illinois Constitution of 1970, and the Illinois Municipal Code, as amended from time to time, and shall be governed by the Cable Act and the Illinois Municipal Code, as amended from time to time; provided that any provisions of the Illinois Municipal Code that are inconsistent with the Cable Act shall be deemed to be preempted and superseded.

**SECTION 1: Definition of Terms**

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined in this Franchise Agreement.

"Basic Cable Service" or "Basic Service Tiers" means any service tier which includes the retransmission of any local television broadcast signals.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

“Cable Operator” means any Person or group of Persons who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System; or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

"Cable Service" or “Service” means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.

“Cable System” or “System,” has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and

associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include: (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way; (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

“City” means the City of Des Plaines, Illinois or the lawful successor, transferee, designee, or assignee thereof.

“Customer” or “Subscriber” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“FCC” means the Federal Communications Commission or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the City, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction or operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the present legal boundaries of the City as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean Comcast of Illinois XI, LLC.

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly fees for: Basic Cable Service; cable programming service regardless of Service Tier; and premium Channels. Cable Service revenue also includes pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross Revenues shall also include such other revenue sources from Cable Service delivered over the

Cable System as may now exist or hereafter develop, provided that such revenues, fees, receipts, or charges may be lawfully included in the gross revenue base for purposes of computing the City's permissible Franchise Fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, third party advertising sales commissions and agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5<sup>th</sup> Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the "Pasadena Decision," *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues*, CSR 5282-R, *Memorandum Opinion and Order*, 16 FCC Rcd. 18192 (2001), and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5th Cir. 2003).

"Initial Franchise Service Area" means that portion of the Franchise Area served by the Grantee's Cable System as of the Effective Date of this Franchise Agreement.

"Person" means any natural person or any association, firm, partnership, joint venture, corporation, limited liability company or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the City.

"Public, Educational and Governmental (PEG) Access Channel" shall mean a video Channel designated for non-commercial use by the City, the public, and/or educational institutions such as public or private schools, but not "home schools."

"Public, Educational and Government (PEG) Access Programming" shall mean non-commercial programming produced by any City residents or organizations, schools and government entities and the use of designated facilities, equipment and/or Channels of the Cable System in accordance with 47 U.S.C. 531 and this Agreement.

"Public Way" shall mean: (i) the property defined as "Public Way" in the City's Right-Of-Way Ordinance (Title 9, Chapter 5 of the City Code of the City of Des Plaines, entitled "Construction of Utility Facilities in the Public Rights of Way"); and (ii) the surface of, and the space above and below, any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the City in the Franchise Area, to the extent that the City has the right and authority to authorize, regulate, or permit the location of facilities other than those of the City. Public Way shall not include any real or personal City property that is not specifically described in this definition and shall not include City buildings, fixtures, and other structures and improvements, regardless of whether they are situated in the Public Way.

"Standard Installation" means those installations to Subscribers that are located up to one hundred twenty-five (125) feet from the existing distribution system (Cable System).

"Video Programming" or "Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

## **SECTION 2: Grant of Authority**

2.1. Pursuant to Section 621(a) of the Cable Act, (47 U.S.C. § 541 (a)), Section 11-42-11(a) of the Illinois Municipal Code (65 ILCS 5/11-42-11(a)), the Illinois Constitution, and City of Des Plaines Resolution No. 154 approving and authorizing the execution of this Agreement, the City hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. From and after the Effective Date of this Franchise Agreement, the parties acknowledge that this Franchise Agreement is intended to be the sole and exclusive Franchise Agreement between the parties pertaining to the Grantee's Franchise for the provision of Cable Service.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, and any applicable State law which may exist at the time of renewal and which is not superseded by the Cable Act.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the City of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary by the City for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws, codes and ordinances enacted by the City pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the City to perform any public works or public improvements of any description, (B) be construed as a waiver of any laws, regulations, codes or ordinances of general applicability promulgated or enforceable by the City, or (C) be construed as a waiver or release of the rights of the City in and to the Public Ways.

2.6. Competitive Equity.

2.6.1. In the event the City grants an additional Franchise to use and occupy any Public Way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the City proposing to serve the Franchise Area, in whole or in part, the City shall to the extent permitted by law promptly notify the Grantee, or require the Grantee to be notified, and include a copy of such application.

### **SECTION 3: Construction and Maintenance of the Cable System**

3.1. Compliance with City Code. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of Title 9, Chapter 5 of the City Code of the City of Des Plaines, entitled “Construction of Utility Facilities in the Public Rights of Way,” as may be amended from time to time.

3.2. Aerial and Underground Construction. At the time of any Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the construction are underground, the Grantee shall, without cost or expense to the City, place its Cable Systems’ transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee’s cable and other equipment without technical degradation of the Cable System’s signal quality. In any location of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground. Nothing in this Section shall be construed to authorize any new aerial transmission or distribution facilities without the express authorization of the City. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

#### **3.3. Undergrounding and Beautification Projects.**

3.3.1. In the event the City requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, Grantee shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such users. Grantee shall be reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the Public Way, if any, provided that any utility’s exercise of authority granted under its tariff to charge consumers for the said utility’s cost of the project that are not reimbursed by the City shall not be considered to be public or private funds.

3.3.2. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee’s facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

### **SECTION 4: Service Obligations**

4.1. Initial Service Obligations. As of the Effective Date of this Agreement, Grantee’s Cable System has been designed to provide, and is capable of providing, Cable Service to

residential Customers throughout the Initial Franchise Service Area. The Grantee shall continue to make Cable Service available in the Initial Service Area throughout the term of this Agreement and Grantee shall extend its Cable System within the Franchise Area and provide Cable Service consistent with the provisions of this Franchise Agreement.

4.2. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per mile as measured from the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the Grantee's distribution cable (e.g., a Standard Installation).

4.2.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose on a Customer an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.3. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

Children	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Educational	Arts, Culture and Performing Arts	News & Information

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time. The Grantee shall cooperate with the City in conducting inspections related to these standards upon reasonable prior written request from the City based on significant Subscriber complaints.

4.5. Annexations and New/Planned Developments. In cases of annexation, the City shall provide the Grantee written notice of such annexation. In cases of new construction, planned developments or property development where undergrounding or extension of the Cable System is required, the City shall provide or require the developer or property owner to provide the Grantee notice of the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the City's Public Way. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise Agreement.



#### 4.6. Service to School Buildings and Governmental Facilities.

4.6.1. The City may request that Grantee provide Cable Service and the corresponding equipment to the location(s) specified in Attachment A, and shall specify the requested level of services and number of outlets for each location. The City shall notify Grantee in writing whether it wishes to be invoiced at standard rates as disclosed by Grantee for these services and equipment or to have the charges deducted from the franchise fee payment due pursuant to this franchise. In the event the FCC Third 621 Order is reversed on appeal on the issue of complimentary services (pending at the 6<sup>th</sup> Circuit at the time of this Agreement) and that reversal becomes final, the City and the Grantee will revert to the provisions of 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary Basic Cable Service, one Digital Transport Adapter (or its current equivalent if equipment is necessary to receive the service) and a free Standard Installation at one outlet to all eligible buildings as defined in the state statute. Eligible buildings shall not include buildings leased to non-governmental third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.6.2. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.7. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an “Emergency Alert System” (“EAS”) consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the “State of Illinois Emergency Alert System State Plan” – as may be amended from time to time. The City will only activate the EAS upon becoming qualified and authorized to activate the EAS, through the authorized State EAS plan. The City agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the City, its employees or agents in using such system.

4.8. Customer Service Obligations. The City and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*, and enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.* Nothing in this Section shall limit the City's authority to adopt and/or amend enforcement standards and penalties for non-compliance with the Cable and Video Customer Protection Law to the extent permitted by law, and Grantee shall be subject to such enforcement standards and penalties to the extent permitted by law.

### **SECTION 5: Oversight and Regulation by City**

5.1. Franchise Fees. The Grantee shall pay to the City a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of Gross Revenue than any other video service

provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. The Franchise Fee shall be considered paid on: (i) if mailed, the date it is postmarked; or (ii) if by electronic funds transfer, on the date deposited in the City's designated account. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the Franchise Fees paid during that period, including the Gross Revenues of the Cable System in the Franchise Area. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed daily from the time due until paid. Any undisputed overpayments made by the Grantee to the City shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this Section.

5.1.1. The Parties acknowledge that, at present, the Cable Act limits the City to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that a change in the Cable Act would allow the City to increase the Franchise Fee above five percent (5%), and the City actually proposes to increase the Franchise Fee in exercise of such authority, the City may amend the Franchise Fee percentage. Following the determination to increase the Franchise Fee and enactment of an ordinance enabling the same, the City shall notify the Grantee of its intent to collect the increased Franchise Fee, and Grantee shall have a reasonable time (not to be less than ninety (90) days and not more than one hundred twenty (120) days from receipt of notice from the City) to effectuate any changes necessary to begin the collection of such increased Franchise Fee. In the event that the City increases said Franchise Fee, the Grantee shall notify its Subscribers of the City's decision to increase said fee prior to the implementation of the collection of said fee from Subscribers as required by law.

5.1.2. In the event a change in state or federal law requires the City to reduce the franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; or ii) the lowest franchise fee percentage paid by any other Cable Operator granted a Cable Franchise by the City pursuant to the Cable Act, and Section 11-42-11 of the Illinois Municipal Code; provided that: (a) such amendment is in compliance with the change in state or federal law; (b) the City approves the amendment by ordinance; and (c) the City notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.3. Taxes Not Included. The City and Grantee acknowledge and agree that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The City and Grantee acknowledge that the audit standards are set forth in the Illinois Municipal Code at 65 ILCS 5/11-42-11.05 (Municipal Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

5.2.1 In accordance with 65 ILCS 5/11-42-11.05(k), the City shall provide on an annual basis, a complete list of addresses within the corporate limits of the City. If an address is not included in the list or if no list is provided, the Grantee shall be held harmless for any franchise fee underpayments (including penalty and interest) from siting errors if Grantee used a reasonable methodology to assign the address or addresses to a municipality.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2 and the PEG Capital payments as set forth in Section 8.6 of this Agreement. The City agrees to treat any information disclosed by the Grantee as confidential and only to disclose it: (i) to those employees, representatives, and agents of the City that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information; or (ii) if disclosure is required by law. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority’s representative. In the event that the City has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the City shall notify Grantee of such request and reasonably cooperate with Grantee in opposing such request. Grantee shall indemnify the City from and against any claims, and all costs arising from such claims (including the City’s attorneys fees) arising from the City’s opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the City with an opinion, directive, or determination letter from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, or with a decision or order of a court with jurisdiction over the City, shall not be a violation of this Section.

## **SECTION 6: Transfer of Cable System or Franchise or Control of Grantee**

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise, or assign or transfer this Franchise Agreement, without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed.

6.2. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed.

6.3. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

6.4. The Grantee, and any proposed transferee under this Section 6, shall submit a written application to the City containing or accompanied by such information as is required in accordance with applicable law and FCC regulations, specifically including a completed Form 394 or its successor, and in compliance with the processes established for transfers under FCC rules and regulations, including Section 617 of the Cable Act, 47 U.S.C. §537. Within thirty (30) days after receiving a request for consent, the City shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the City has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted. As a condition to granting of any consent, the City may require the transferee to agree in writing to assume the obligations of the Grantee under this Franchise Agreement.

6.5. Any transfer of control resulting from or after the appointment of a receiver or receivers or trustee or trustees, however denominated, designated to take over and conduct the business of the grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of a one hundred twenty (120) day period, shall be treated as a transfer of control pursuant to 47 U.S.C. §537 and require the City's consent thereto in the manner described in Section 6 above.

#### **SECTION 7: Insurance and Indemnity**

7.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain such insurance and provide the City certificates of insurance in accordance with the amounts and terms provided in Title 9, Chapter 5 of the City Code, as may be amended from time to time.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the City, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorneys' fees and costs of suit or defense (collectively, the "Indemnification Events"), arising in the course of the Grantee constructing and operating its Cable System within the City and in providing or offering telecommunications services over the facilities or network. The Grantee's obligation with respect to the Indemnitees shall apply to Indemnification Events which may occur during the term of this Agreement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The City shall give the Grantee timely written notice of its obligation to indemnify and defend the City after the City's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the City. If the City elects in its own discretion to employ counsel in addition to the City's corporate counsel, the costs for such additional counsel for the City shall be the responsibility of the City.

7.2.1. The Grantee shall not indemnify the City for any liabilities, damages, costs or expense resulting from any conduct for which the City, its officers, employees and agents may be solely liable under the laws of the State of Illinois.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the City by reference to the limits of insurance coverage described in this Agreement.

## **SECTION 8: Public, Educational and Governmental (PEG) Access**

8.1. PEG Capacity. Subject to Section 8.7 of this Agreement, throughout the term of this Agreement the Grantee shall provide capacity for the City's noncommercial Public, Educational and Governmental ("PEG") Access Programming through Grantee's Cable System consistent with the requirements set forth herein. The City's PEG Access Programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time. Grantee shall continue to carry the one (1) PEG channel programmed by the City as well as the three (3) PEG channels programmed by other entities such as they exist. The Grantee shall offer the City's entire PEG Access Programming on its basic digital tier of service for the term of this Franchise Agreement.

8.1.1 Access Channel Position. As of the Effective Date, the City's Governmental Access Channel is on Channel 17 and Public Access is Channel 24. In the event that the Grantee plans to change the numeric Channel position of any PEG Access Channel during the term of this Agreement, the Grantee shall also notify the affected Subscribers of the change in writing not less than thirty (30) days in advance of the change(s). In accordance with 220 ILCS 5/22-501 the Grantee shall notify the City of the new Channel position(s) as soon as practicable and in advance of notifying Subscribers.

8.1.2. Comcast Access Facility Use. To the extent Grantee provides PEG Access studio facilities, said facilities shall be available to the City and its residents on a first-come non-discriminatory basis consistent with the Grantee's existing rules for PEG Access Programming. Nothing in this Section shall be construed to require the Grantee to operate or maintain any public access studios or equipment.

8.2. Allocation and Use of the Channel. The Grantee does not relinquish its ownership of the Channel by designating it for PEG Programming, provided, however, the Channel is, and shall be, operated by the City or its designee(s). The City shall adopt rules and procedures under which Grantee may use the Channel for the provision of other services if the Channel is not being used for its designated purpose(s) pursuant to Section 611(d) of the Cable Act, 47 U.S.C. §531.

8.3. Rules and Procedures for Use of the Channel; Editorial Control. The City shall be responsible for establishing, and thereafter enforcing, rules for the non-commercial use of the Channel and to promote the use and viewership of the Channel. Grantee shall not exercise any editorial control over any use of the Channel except as permitted by 47 U.S.C. §531(e).

8.4. Origination Point. At such time that the City determines that it wants to establish capacity to allow its residents who subscribe to Grantee's Cable Service to receive PEG Access



Programming originated from Schools and/or City facilities (other than those having a signal point of origination at the time of the execution of this Agreement); or at such time that the City determines that it wants to change or upgrade a location from which PEG Access Programming is originated; the City will give the Grantee written notice detailing the point of origination and the capability sought by the City. The Grantee agrees to submit a cost estimate to implement the City's plan within thirty (30) days of receiving the City's notice. After an agreement to reimburse the Grantee for its expenditure, the Grantee will implement any necessary system changes within one hundred twenty (120) days or such other period as agreed to by the parties.

8.5. PEG Signal Quality. Provided the PEG signal feed is delivered by the City to the designated signal input point without material degradation, the PEG Channel delivery system from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in this Agreement.

8.6. PEG Capital Support. At its sole discretion, the City may designate a PEG access capital project to be funded by the City as set forth herein. The City shall send written notice of the City's desire for Grantee to collect as an external charge a PEG Capital Fee of up to thirty-five cents (\$0.35) per customer per month charge to be passed on to each Subscriber pursuant Section 622(g)(2)(C) of the Cable Act (47 U.S.C. §542(g)(2)(C)). The Grantee shall collect the external charge over a period of twelve (12) months, unless some other period is mutually agreed upon in writing, and shall make the PEG capital payments from such sums at the same time and in the same manner as Franchise Fee payments. The notice shall include a detailed and itemized description of the intended utilization of the PEG Capital Fee for PEG Access Channel facilities and/or equipment and the Grantee shall have the opportunity to review and make recommendations upon the City's plan prior to agreeing to collect and pay to the City the requested amount. The capital payments shall be expended for capital costs associated with PEG access. Consistent with the description of the intended utilization of the PEG Capital Fee, the City shall be permitted to hold all or a portion of the PEG Capital Fee from year to year as a designated fund to permit the City to make large capital expenditures, if necessary, as long as any funds remaining at the end of the term of this Agreement shall be credited to PEG Capital obligations in the subsequent Franchise. Moreover, if the City chooses to borrow from itself or a financial institution, revenue for large PEG capital purchases or capital expenditures, the City shall be permitted to make periodic repayments using the PEG Capital Fee. Said PEG Capital Fee shall be imposed within one hundred twenty days (120) of the City's written request.

8.6.1. For any payments owed by Grantee in accordance with this Section 8.6 which are not made on or before the due dates, Grantee shall make such payments including interest at an annual rate of the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the City shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the PEG Capital Fee obligation otherwise accruing under this section; provided however in the event there is no remaining PEG Capital Fee obligation, the overpayment shall be refunded to the Grantee within thirty (30) days. Notwithstanding anything in this section to the contrary, the City shall not be liable to refund any overpayments to the Grantee that are discovered more than four (4) years after the overpayment was made or after the term of the Agreement expires; provided, however, that any such overpayment shall be utilized only to fund PEG capital expenditures by the City in the then



current or subsequent Franchise, or in the alternative if there will be no such expenditures, the City and Grantee shall meet to determine the amount, timing and implementation of the refunding of the overpayment of PEG Capital Fees to the Grantees Cable Subscribers in the City.

8.6.2. Grantee and City agree that the capital obligations set forth in this Section are not "Franchise Fees" within the meaning of 47 U.S.C. § 542.

8.7. Grantee Use of Unused Time. Because the City and Grantee agree that a blank or underutilized PEG Access Channel is not in the public interest, in the event the City or its designees have "unused time" on a Channel, Grantee may utilize the Channel for its own purposes. Grantee may program unused time on the Channel subject to reclamation by the City upon no less than sixty (60) days' notice. Except as otherwise provided herein, the programming of the PEG Access Channel with text messaging, or playback of previously aired programming shall not constitute unused time. Text messaging containing out of date or expired information for a period of thirty (30) days shall be considered unused time. A programming schedule that contains playback of previously aired programming that has not been updated for a period of ninety (90) days shall be considered unused time. Unused time shall be considered to be a period of time, in excess of six (6) hours, where no community produced programming of any kind can be viewed on a PEG Access Channel. Unused time shall not include periods of time where programming cannot be viewed that are caused by technical difficulties, transition of broadcast media, signal testing, replacement or repair of equipment, or installation or relocation of facilities.

## **SECTION 9: Enforcement of Franchise**

9.1. Notice of Violation or Default. In the event the City believes that the Grantee has not complied with a material term of this Franchise Agreement, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the City's written notice: (A) to respond to the City, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that the cure will be completed.

9.3. Enforcement. Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 9.2 above, in the event the City determines that the Grantee is in default of any material provision of the Franchise, the City may:

9.3.1. seek specific performance of any provision that reasonably lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief; or

9.3.2. in the case of a substantial or frequent default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The City shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the City has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy or in the event that the Grantee has not taken action to cure the default, it may then seek termination of the Franchise at a public hearing. The City shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the City shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which the City shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Grantee at its sole expense. The decision of the City shall be in writing and shall be delivered to the Grantee in a manner authorized by Section 10.2. The Grantee may appeal such determination to any court whose jurisdiction includes the City within thirty (30) days after receipt of the City's decision.

9.4. Remedies Not Exclusive. In addition to the remedies set forth in this Section 9, the Grantee acknowledges the City's ability pursuant to Section 4.8 of this Franchise Agreement and the Illinois Cable and Video Customer Protection Law to adopt requirements, standards, and penalties for non-compliance with such requirements and standards, as well as non-compliance with the Illinois Cable and Video Customer Protection Law, provided that any such requirements, standards, and penalties are consistent with the Illinois Cable and Video Customer Protection Law. Grantee further acknowledges that in addition to the remedies set forth in this Section 9, the City may enforce any and all remedies available if Grantee violates any provision of Title 9, Chapter 5 of the City Code. Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the City to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Grantee. Such remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the City.

## **SECTION 10: Miscellaneous Provisions**

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. This provision shall apply only if Grantee has

given written notice to the City within twenty one (21) days of the occurrence of (a) the force majeure event or (b) the date on which Grantee knew or should have known that the event would cause, or be likely to cause, Grantee to not be in compliance with this Agreement. Non-compliance or default shall be corrected as soon as practicable after force majeure has ceased.

10.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the City:

City of Des Plaines  
1420 Miner Street  
Des Plaines, Illinois 60016  
ATTN: City Manager

To the Grantee:

Comcast  
1500 McConnor Parkway  
Schaumburg, Illinois 60173  
ATTN: Director of Government Affairs

Recognizing the widespread usage and acceptance of electronic forms of communication, except for the notices that must be by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service as set forth above, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this section.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the City and the Grantee with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.4 and 2.5 of this Agreement, all ordinances or parts of ordinances related to the provision of Cable Service that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The City may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is made or found to be

unenforceable by such a binding and final decision, either party may notify the other in writing that the Franchise has been materially altered by the change and of the election to begin negotiations to amend the Franchise in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, shall maintain to the maximum extent possible the original intent of the Agreement, and the parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

10.6. Venue. Except as to any matter within the jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Cook County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

10.7. Modification. Except as provided in Sections 5.1.1 and 5.1.2, no provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and the Grantee, which amendment shall be authorized on behalf of the City through the adoption of an appropriate ordinance or resolution by the City, as required by applicable law.

10.8. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

10.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

10.10. Validity of Franchise Agreement. The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Franchise Agreement, in their entirety, and that the parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement. The parties further agree that the parties shall not, at any time, challenge any provision, term, or condition of this Franchise Agreement on the basis that it is unreasonable, arbitrary, or void, or that the parties had no power or authority to make such provision, term, or condition as part of, or pursuant to this Agreement, except as to those matters which are hereafter preempted by new or amended federal or state law or judicial or administrative orders or decrees.

10.11. Authority to Sign Agreement. Grantee warrants to the City that it is authorized to execute, deliver and perform this Franchise Agreement. The individual signing this Franchise Agreement on behalf of the Grantee warrants to the City that s/he is authorized to execute this Franchise Agreement in the name of the Grantee.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

**For the City of Des Plaines:**

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

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

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

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

**For Comcast of Illinois XI, LLC:**

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

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

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

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



## 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

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**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**

**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: Awarding the Bid for Media Services Control Room Upgrades to Low Bidder Key Code Media, Inc. - Illinois

**Issue:** The City desires to enter into a contract with Key Code Media, Inc. – Illinois, the lowest responsive bidder to Requests for Proposals (RFP) for Media Services Control Room Upgrades in the amount of \$61,624.00.

**Analysis:** 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 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) “brains” of the production facility, along with other necessary integration equipment (router, monitors, etc). The existing switcher is end of life, 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.

**Recommendation:** I recommend 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 attached Professional Services Agreement between the City and Key Code Media.

***Attachments:***

Resolution R-155-21  
 Attachment 1 – Agreement with Key Code  
 Exhibit A – Scope of Services  
 Exhibit B – Proposal  
 Exhibit C – Payment Schedule  
 Exhibit D- Insurance Coverages

**CITY OF DES PLAINES**

**RESOLUTION R - 155 - 21**

**A RESOLUTION APPROVING AN AGREEMENT WITH KEY  
CODE MEDIA, INC. FOR MEDIA SERVICES CONTROL  
ROOM UPGRADES.**

**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 Media Services Division production and playback facility ("**Media Services Control Room**") is used by the City to produce and record live broadcasts of public meetings and for playback of programming on the cable television channels and webstream; and

**WHEREAS**, the City requested for proposals for the procurement and installation of certain upgraded production technology and equipment within the Media Services Control Room (collectively, "**Services**"); and

**WHEREAS**, the City has determined that the proposal submitted by Key Code Media, Inc. ("**Vendor**") is the most appropriate for the provision of the Services to the City; and

**WHEREAS**, the City desires to enter into an agreement with Vendor to provide the Services in the not-to-exceed amount of \$61,624.00 ("**Agreement**"); and

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

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

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

**SECTION 2: APPROVAL OF AGREEMENT.** The Agreement with Vendor for the Services in an amount not to exceed \$61,624.00 is hereby approved in substantially the form attached as **Attachment 1**, and in a final form approved by the General Counsel.

**SECTION 3: EXECUTION.** The City Council hereby authorizes and directs the City Manager and City Clerk to execute and seal, on behalf of the City, the final Agreement only after receipt by the City Clerk of at least two executed copies of the Agreement from Vendor; provided, however, that if the City Clerk does not receive such executed copies of the Agreement from Vendor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Agreement shall, at the option of the City Council, be null and void.



**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**

**CITY OF DES PLAINES  
AGREEMENT FOR THE PURCHASE AND INSTALLATION OF  
MEDIA SERVICES CONTROL ROOM PRODUCTION EQUIPMENT UPGRADES**

**THIS AGREEMENT** ("**Agreement**") 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 **KEYCODE MEDIA, INC.**, a Delaware corporation ("**Vendor**") (collectively, the "**Parties**").

**IN CONSIDERATION OF** the agreements set forth in this Agreement, 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 to provide the services described on the Scope of Services attached to and made a part of this Agreement as **Exhibit A ("Scope of Services")** and the equipment listed on the Proposal attached to and made a part of this Agreement as **Exhibit B ("Proposal")** in order to upgrade the production equipment in the City's Media Services Control Room (collectively, the "**Services**"). The Vendor must provide the Services pursuant to the terms and conditions of this Agreement.

**B. Commencement; Term.** The Vendor will commence the Services immediately upon receipt of written notice from the City that this Agreement has been fully executed by the Parties ("**Commencement Date**"). The Vendor will diligently and continuously prosecute the Services until the completion of the Services or the termination of this Agreement, but in no event later than 60 days after the date of the Commencement Date ("**Time of Performance**").

**C. Reporting.** The Vendor will regularly report to the City regarding the progress of the Services during the term of this Agreement.

**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 Agreement will be construed to: (i) create the relationship of principal and agent, employer and employee, partners, or joint venturers 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 Agreement 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 Agreement will be deemed to be inserted herein.

## **SECTION 2. COMPENSATION AND METHOD OF PAYMENT.**

**A. Compensation.** The total amount billed by the Consultant for the Services under this Agreement will not exceed **\$61,624.00** ("**Compensation**") as outlined in the Proposal without the prior express written authorization of the City.

**B. Invoices and Payment.** The Vendor will submit invoices to the City in an approved format for those portions of the Services performed and completed by the Vendor in accordance with the payment schedule attached to and made a part of this Agreement as **Exhibit C** ("**Payment Schedule**"). The City will pay to the Vendor the amount billed in accordance with the Payment Schedule and 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 Agreement. 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 Agreement, and for five years after the termination of this Agreement.

**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 Agreement. 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 Agreement 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 Agreement ("**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 Agreement or otherwise to negotiate or enter into any other or additional Agreements or agreements with the Vendor, or with any vendor solicited or recommended by the Vendor.

### **SECTION 3. PERSONNEL; SUBAGREEMENTORS.**

**A. Key Project Personnel.** The employees, officials, and personnel of the Vendor described in the Proposal ("**Key Project Personnel**"), if any, will be primarily responsible for carrying out the Services on behalf of the Vendor. The Key Project Personnel may not be changed without the City's prior written approval. The Vendor will notify the City as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Vendor will have no claim for damages and may not bill the City for additional time and materials charges as the result of any portion of the Services that must be duplicated or redone due to termination or for any delay or extension of the Time of Performance as a result of any termination, reassigning, or resignation.

**B. Availability of Personnel.** The Vendor will provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement or in the Scope of Services.

**C. 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 Agreement. All Services performed under any subcontract will be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Vendor. For purposes of this Agreement, 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 Agreement.

**D. 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 Agreement or for a delay or extension of the Time of Performance as a result of any removal or replacement.

#### **SECTION 4. TERMINATION.**

Notwithstanding any other provision hereof, the City may terminate this Agreement, at any time and for any reason, upon seven days prior written notice to the Vendor. In the event that this Agreement 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 Agreement, 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 Agreement, 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 Agreement will be and remain the exclusive property of the City. At the City's request, or upon termination of this Agreement, 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 Agreement. 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 Agreement 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 Agreement, all documents submitted to the City related to this Agreement, and records in the possession of the Vendor related to this Agreement 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 Agreement, or expressed or implied by law, which are reserved unto the City. Any of the Services required by law or by this Agreement 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 Agreement 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 Agreement 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 Agreement; (2) as of the date of this Agreement, 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 Agreement; and (3) neither the Vendor nor any person employed by or associated with the Vendor will at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

**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 Agreement as principals are those disclosed to the City prior to the execution of this Agreement, and that this Agreement 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 Agreement, 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 Agreement 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 Agreement 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 Agreement.

**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 Agreement 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 Agreement 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.

**B. Insurance.** Contemporaneous with the Vendor's execution of this Agreement, 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 D** to this Agreement. 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 Agreement and at the Vendor's expense, the insurance coverage provided in this Section 8.B and **Exhibit D**, including without limitation at all times while correcting any failure to meet the warranty requirements of Section 6 of this Agreement.

**C. No Personal Liability.** No elected or appointed official, or employee of the City will be personally liable, in law or in Agreement, to the Vendor as the result of the execution and performance of this Agreement.

## **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 Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("**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 Agreement.

**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 Agreement;

2. Termination of Agreement. The City may terminate this Agreement and, notwithstanding anything in Section 3.C. of this Agreement, the City will not have any liability for further payment of amounts due or to become due under this Agreement;

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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement, 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Email: \_\_\_\_\_

**F. Third Party Beneficiary.** The provisions of this Agreement 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 Agreement. 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 Agreement 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 Agreement.

**I. Governing Laws.** This Agreement 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 Agreement 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 Agreement.** This Agreement 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 Agreement will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

**M. Exhibits. Exhibits A, B, and C** attached to this Agreement are, incorporated in and made a part of this Agreement. In the event of a conflict between any Exhibit and the text of this Agreement, the text of this Agreement will control.

**N. Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement 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 Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

**P. Interpretation.** This Agreement will be construed without regard to the identity of the Party which drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party will not be applicable to this Agreement.

**Q. Survival.** The provisions of Sections 5 and 8 will survive the termination or expiration of the Agreement.

**R. Calendar Days; Calculation of Time Periods.** Unless otherwise specific in this Agreement, any reference to days in this Agreement will be construed to be calendar days. Unless otherwise specified, in computing any period of time described in this Agreement, 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 Agreement 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.

**[SIGNATURE PAGE FOLLOWS]**

ATTEST:

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

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

**VENDOR**

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

Its: \_\_\_\_\_

ATTEST:

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

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

**CITY**

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

Its: \_\_\_\_\_



**EXHIBIT A**

**SCOPE OF SERVICES**

**CITY OF DES PLAINES  
REQUEST FOR PROPOSALS ("RFP")  
MEDIA SERVICES CONTROL ROOM PRODUCTION EQUIPMENT UPGRADES  
ISSUED: April 2021**

**I. Introduction**

The City of Des Plaines ("City") is in need of upgraded technology components within the Media Services Division production and playback facility ("Media Services Control Room"). The Media Control Room is used by the City to produce and record live broadcasts of municipal meetings and for playback of programming on cable channels and webstream. The City has performed a review of the Media Control Room equipment and has identified the need to upgrade and replace obsolete equipment in order to modernize and enhance the Media Control Room's capabilities ("Project"). The purpose of this solicitation is to arrive at an award with a qualified vendor who will provide such equipment, implementation and integration services to complete the Project.

**A. General Information**

All proposals must be received in the City Clerk's Office not later than May 28th, 2021 at 10:00 a.m. CST. All proposals received after this date and time will be rejected and returned to sender unopened.

Proposals should be delivered in person or sent by mail to:

City of Des Plaines  
Attention: City Clerk  
1420 Miner Street, 6th Floor  
Des Plaines, Illinois 60016

The City reserves the right to reject any or all proposals, waive or not to waive any irregularities therein, and to accept the proposal(s) considered to be in the best interest of the City. All proposals submitted will be kept in confidence with the selection committee in order to evaluate each proposal and to avoid disclosure of confidential information to competing firms.

**B. Questions**

All questions must be sent by email to Will Soderberg, Media Specialist at [wsoderberg@desplaines.org](mailto:wsoderberg@desplaines.org) before 2:00 PM CST May 11th, 2021. All inquiries will be responded to in an addendum published no later than 5:00 PM CST April 30th, 2021. The City reserves the right to issue multiple addenda, extend the timeframe for inquiries, and extend the due date of proposals.

Anticipated Award Date: June 11th, 2021

**II. Scope of Services/Specifications**

A. This Project is the result of the City's examination of existing equipment in the Media Services Control Room, which is listed on Attachment B, and provides for recommended replacements of legacy equipment still in use, technology that is or will be at end of life soon, and problematic equipment. The Project requires enhanced features and integration, including transitioning all equipment to an SDI based design, and removing or converting composite devices to SDI to improve workflow. Vendor will repurpose existing equipment when possible, install the equipment listed on Attachment A ("Specifications"), and redesign layout of equipment on the existing racks and control room space to provide a more usable area for collaboration.

Request for Proposals  
City of Des Plaines  
Media Services Control Room Production Equipment Upgrades

B. Vendor will procure, install, and integrate all equipment and accessories required to implement the upgrades and complete the Project as specified in the Specifications on Attachment A to this Request for Proposals.

C. Vendor will supply personnel who will install and integrate the new equipment into the existing Media Services Control Room Production systems, test the updated equipment and system, provide staff training on the new equipment, and provide as-built documentation. Vendor will identify obsolete equipment that is replaced during this Project and remove the obsolete equipment from racks and production spaces.

D. Vendor will coordinate with the City's Media Services Division to ensure that the Project is scheduled in order to minimize disruption to production and playback operations.

E. Vendor will provide all materials and labor required for the services listed in this RFP, including any necessary tools, adapters, cables and accessory equipment.

### III. Instructions for Submission

#### A. Submission Format

Proposals must be submitted in a sealed envelope and shall bear the name of the individual firm, or corporation submitting the proposal and the project name: **Media Services Control Room Production Equipment Upgrades.**

- i. If the sealed envelope containing the proposal is placed in a box for shipping, the box shall bear the name of the individual firm, or corporation submitting the Proposal and the project name.
- ii. Proposals must be received in the City Clerk's Office on or before the date and time set forth in Section I.A of this RFP.
- iii. Proposals must include both one hard copy and one electronic copy (PDF format) on a USB Flash Drive.

#### B. Required Content

Each Proposal must include the following information:

- i. **Proposer Information:** Identify the legal name of the proposer, official address of the proposer, the name of the contact person responsible for the proposal, and the contact person's address, telephone number, and email address.
- ii. **Itemized Pricing:** Proposer shall provide itemized price quotes for each tem and service listed on the Specifications form attached as Attachment A, as well as any services and indirect costs associated with the proposal. Please attach additional pages to the Specifications if necessary. Proposer shall clearly indicate a total not-to-exceed price for all items and services.
- iii. **Product Information:** Provide manufacturer data sheets or marketing material clearly describing the equipment being provided.
- iv. **Schedule of Implementation:** Provide a schedule of implementation for installation and integration services for all equipment, including a description of the sequence of necessary work, any required coordination with, or cooperation by, the City, and anticipated timeframe for the completion of each phase, if in phases, and the whole Project.

- v. **Certificate of Insurance:** Provide proof that the vendor carries the necessary insurance and will provide the City with a Certificate of Insurance meeting the City's requirements.
- vi. **List of References:** Provide a list of at least two client references, preferably local governments or other similar sized organized, containing a summary of the work completed, the contact person, telephone number, and email address for whom the proposer has performed similar services over the past two years.

#### **B. Signature Requirement**

Each proposal or withdrawal of a proposal must be signed by authorized representatives of the proposer, as follows:

- i. Individuals and Sole Proprietors. If the proposer is an individual or sole proprietor, then the proposal must be signed by such individual or sole proprietor.
- ii. Partnerships. If the proposer is a partnership, then the proposal must be signed by all of the partnership's general partners. If the proposer is a limited partnership, then the proposal must be signed by the limited partnership's managing partner.
- iii. Corporations. If the proposer is a corporation, then the proposal must be signed by a duly authorized officer of the corporation.
- iv. Limited Liability Corporation. If the proposer is a limited liability corporation, then the proposal must be signed by the managing member of the limited liability corporation.

If requested by the City, satisfactory evidence of the authority of the person or persons signing on behalf of the proposer must be furnished by the proposer.

#### **C. Withdrawal of Proposals**

Proposals may be withdrawn at any time prior to the date and time for the opening of the proposals, provided that a written, signed request by the proposer for the withdrawal of such proposal is filed with City prior to the opening of proposals. The withdrawal of a proposal prior to opening of the proposals will not prejudice the right of a proposer to submit a timely, new proposal. No proposal shall be withdrawn without the consent of the City for a period of 60 days after the opening of the proposals.

#### **D. Exceptions**

Exceptions to any of the terms and provisions of this RFP or the Specifications must be noted on a separate sheet of paper attached to the proposal. Failure to cite an exception will be deemed to indicate acceptance of, and compliance with, the minimum requirements of this RFP, the Scope of Services, and the Agreement.

### **IV. Proposal Evaluation**

The City will evaluate the proposals in accordance with the following criteria:

- i. Cost;
- ii. The quality of the services;
- iii. The schedule for the performance and completion of the Project;
- iv. The proposer compliance with the instructions in and requirements of this RFP;
- v. The proposer's experience, expertise, qualifications, and references;
- vi. The proposer lack of conflicts of interest that would preclude the City from procuring the Services from the proposer;
- vii. Any other criteria that the City, in its sole discretion, determines should be considered in the best interest of the City.

## **V. Terms & Conditions**

### **A. 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 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 an agreement on a form prepared by the City with the proposer whose proposal the City determines is, in the City's sole discretion, in the best interest of the City.

Any agreement for the performance of the Services must be approved by the City Council prior to the execution by the City thereof. The proposer understands and agrees that if its proposal is accepted by the City Council, the proposer will enter into an agreement in a form prepared by and acceptable to the City with the City to complete the Project within 15 days after receiving notice of the City Council approval.

### **B. Reserved Rights**

The City reserves the right to:

- i. Make clarifications, corrections, or changes to this RFP at any time prior to the date and time the proposals are opened;
- ii. Reject any and all proposals, including without limitation the low-price proposal;
- iii. Accept or reject any part of any proposal;
- iv. Accept a proposal, or any part thereof, based on considerations other than cost;
- v. Negotiate or request best and final offers from any proposer;
- vi. Waive any defects, irregularities, or informalities in a proposal; provided, however, that any prior waiver of a defect, irregularity, or informality will not be deemed a waiver of any future similar defect, irregularity, or informality;
- vii. Disregard a nonconforming, nonresponsive, incomplete, irregular, or conditional proposal; and
- viii. Request additional information from any proposer about any proposal.

### **C. Certification of No Collusion**

By submitting a proposal in response to this RFP, each proposer represents, warrants, and certifies that it has not colluded with any other person, firm, or corporation while preparing and submitting its proposal, and that the proposer is the only person or party interested in the proposal.

### **D. Freedom of Information Act**

All information submitted to the City in response to this RFP will be a public record and will be subject to disclosure, subject to applicable exemptions, under the Illinois Freedom of Information Act, 5 ILCS 140, et seq. ("Act"), after the award of the contract. Proposers are advised that Section 7(1)(g) of that Act exempts the following information from disclosure:

- i. Trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested.
- ii. Proposers that desire to have portions of their proposals considered for this exemption should identify those portions accordingly. City, in its sole discretion, and without notification to proposer, may decide

to release the proposals to the public despite proposer's claim that the proposal, or portion thereof, is exempt under section 7(1)(g) or any other provision of FOIA.

#### **E. Payment**

All payments for the Services will be made by the City in accordance with the requirements of the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

#### **F. Insurance Requirements**

Proposer must provide certificates of insurance evidencing the minimum insurance coverages and limits set forth below within 10 days following City's acceptance of Proposer's proposal. Such policies shall be in form, and from companies, acceptable to the City and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Proposer's duty to carry adequate insurance or on Proposer's liability for losses or damages in the performance of the Services. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Services are as follows:

1. Workers' Compensation and Employer's Liability. Limits shall not be less than:

Workers' Compensation: Statutory

Employer's Liability:

\$1,000,000 ea. accident-injury

\$1,000,000 ea. employee-disease

\$1,000,000 disease-policy

Such insurance shall evidence that coverage applies to the State of Illinois.

2. Comprehensive Motor Vehicle Liability. Limits for vehicles owned, non-owned or rented shall not be less than:

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

All employees shall be included as insureds.

3. Comprehensive General Liability.

Limits shall not be less than:

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

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

4. Umbrella Liability

Limits shall not be less than:

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

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

5. City as Additional Insured.

The City shall be named as an Additional Insured and Cancellation Notice Recipients on all policies except for Worker's Compensation.

Each such additional insured endorsement shall identify the City as follows:

City of Des Plaines, including its elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.



**G. Indemnification**

In addition to any other indemnifications required by the agreement entered between the City and Proposer or its attachments, by submitting a proposal, Proposer proposes, and agrees, that Proposer shall indemnify, save harmless, and defend the City against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Proposer's performance of, or failure to perform, the Services.

**H. Firm Proposal**

By submitting a proposal, Proposer proposes, and agrees, that all prices and other terms stated in the proposal are firm and shall not be subject to withdrawal, escalation, or change provided the City accepts the proposal after it is opened.

**I. Not Barred**

By submitted a proposal, Proposer represents and warrants that it is not barred by law from contracting with the City or with any other 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 Bidder 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 65 ILCS 5/11-42.1-1; or (ii) a violation of either Sec. 33E-3 or Sec. 33E-4 of Art. 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*

ATTACHMENT A SPECIFICATIONS					
No.	Part #	Description	Qty	Price	Ext. Price
1		1A- NEWTEK TRICASTER SWITCHER			
2	TC2E3RU	NewTek TriCaster 2 Elite (3RU Chassis w/ redundant power)	1		\$ -
3	PTTC2E3RU	NewTek ProTek for TriCaster 2 Elite (initial 2 year coverage)	1		\$ -
4	2Stripe	NewTek TC2 Elite 2 Stripe Control Panel	1		\$ -
5	PT2Stripe	NewTek ProTek for 2 Stripe Control Panel (initial 2 year coverage)	1		\$ -
6	CT4RU	NewTek Tricaster 860 Trade-In (CT4RU)	1		\$ -
7	CT860CS	NewTek Tricaster 860 Control Surface Trade-In (CT860CS)	1		\$ -
8	TCRRRK	NewTek Tricaster Rack Kit	1		\$ -
9		Section Subtotal			\$ -
10		1B- SWITCHER MONITORS			
11	UN43TU8000FXZA	Samsung Crystal UN43TU8000F 42.5" Smart LED-LCD TV - 4K UHD TV - Black - LED Backlight - Alexa, Google Assistant, Bixby Sup	1		\$ -
12	UM.HW0AA.A01	Acer 27" 16:9 FreeSync IPS Monitor	1		\$ -
13		Section Subtotal			\$ -
14		1C- ROUTER			
15	BMD-VHUBSMART6G2020	Blackmagic Design Smart Videohub 20x20	1		\$ -
16	BMD-CONVNTRM/BA/SDIAN	Blackmagic Design Teranex Mini SDI to Analog 12G Converter	3		\$ -
17	BMD-CONVNTRM/BB/ANSDI	Blackmagic Design Teranex Mini Analog to SDI 12G Converter	1		\$ -
18	BMD-CONVNTRM/YA/SMTPN	Blackmagic Design Teranex Mini Smart Panel	5		\$ -
19	BMD-CONVNTRM/YA/RSH	Blackmagic Design Teranex Mini Rack Shelf	2		\$ -
20	MDA 5V	Extron 1x5 Composite Video	1		\$ -
21	DA 6A	Extron Six Output Stereo Audio	1		\$ -
22	RSU 126	Extron 1U 6" D Universal Rack Shelf Kit, Gray	1		\$ -
23		Section Subtotal			\$ -
24		1D- RACK MONITORS			
25	CL6700MW	ATEN Rack Mount Full HD LCD Console 17.3"	1		\$ -
26	BMD-HDL-SMTWSCOPEDUO4K2	Blackmagic Design SmartScope Duo 4K Rack-Mounted Dual 6G-SDI Monitors	1		\$ -
27	BMD-HDL-SMTV4K12G2	Blackmagic Design SmartView 4K 2 15.6" DCI 4K Broadcast Monitor (6 RU)	1		\$ -
28		Section Subtotal			\$ -
29		1E- PLAYOUT			
30	XT244	BrightSign XT244 Standard I/O Player	1		\$ -

31	BMD- CONVNTRM/AB/HSDI	Blackmagic Design Teranex Mini HDMI to SDI 12G Converter	1		\$	-
32		Section Subtotal			\$	-
33		1F- OTHER				
34	Dante Virtual Sound Card w/ Dante Via Bundle	(Optional) Dante Virtual Sound Card w/ Dante Via Bundle	1		\$	-
35	NB-SKUTL4PR	NewBlueFX Titler Live 4 Present	1		\$	-
36		Section Subtotal			\$	-
37		SERVICES				
38		Materials, Project Management, Integration, Installation for a full working system			\$	-
39		System Orientation and Training				
40		(Optional) 1 Year Support Plan- Can be renewed annually	1		\$	-
41		Section Subtotal			\$	-
42		Total Cost			\$	-

ATTACHMENT B  
LIST OF EXISTING CONTROL ROOM EQUIPMENT

Year	Model	Description	Serial #	Location
2019	Leightronix UltraNexus HD X2	Playback Control System (Channel 17)	102176	Media Services Playback Rack
2010	Leightronix UltraNexus 2+2 LGX-2TBR-U Hard Drive	Playback Control System (Channel 24)	0713EE	Media Services Playback Rack
2003	Sigma SYC-1616 SS-2100-16plus	Playback Router Interface Panel		Media Services Playback Rack
2019	CHAMP	Webstream Encoder (Software/Hardware/Support provided by CHAMP)		Media Services Playback Rack
2016	Toshiba TODR430	DVD Player/Recorders (2)		Media Services Playback Rack
2012	Magnavox	DVD Player/Recorders (2)		Media Services Playback Rack
2003	Videotek TSM-61	Waveform Monitor	129900814	Media Services Playback Rack
2003	Videotek VSM-61	Vectorscope	129900815	Media Services Playback Rack
2003	Panasonic AG-1980P	SVHS Videocassette Recorder	ITC00320	Media Services Playback Rack
2003	Link IEC-740	Audio Distribution Amplifier	n/a	Media Services Playback Rack
2003	Link IEC-740	Audio Distribution Amplifier	n/a	Media Services Playback Rack
2003	Link IEC-750	Video Distribution Amplifier	n/a	Media Services Playback Rack
2003	Link IEC-750	Video Distribution Amplifier	n/a	Media Services Playback Rack
2001	Sony PVM-14M2U	Engineering Video Monitor	2106827	Media Services Playback Rack
2013	NewTek TriCaster 860	Production Switcher	NA3017875000809	Media Services Control Room Production Desk
2013	LG	42" Video Monitor		Media Services Control Room Production Desk
2013	LG	24" Video Monitor		Media Services Control Room Production Desk
2013	LiveText2	Titler software		Media Services Control Room Production Desk
2013	Panasonic AWRP120GJ	Remote Camera Controller		Media Services Control Room Production Desk
2019	JBL 305P MkII	Control Room Speakers (2)		Media Services Control Room Production Desk
2020	Soundcraft Expression 3	Audio Mixer	30571479	Media Services Control Room Production Desk
2020	Dual port Cat 5 Dante card	Dual port Cat 5 Dante card	7jS-oUq-gSS	Media Services Control Room
2001	Morantz PMP321	CD Player	MZ020004510169	Media Services Control Room Production Desk
2010	Tightrope Carousel Solo 310	Character Generator System		Media Services Playback Rack
2019	Cisco	24 port ethernet switch		Media Services Playback Rack
2019	APC UPS	Uninterruptible Power Supplies (4)		Media Services Playback Rack (3) Control Room Production Desk (1)
2012	Shure SCM 268	Audio Mixer		Media Services Playback Rack
2013	Brighteye 33	Audio Distribution Amplifier		Media Services Control Room
2013	Brighteye 42	Reclocking Distribution Amplifier		Media Services Control Room Production Desk
2013	Brighteye 41	Video Distribution Amplifier (2)		Media Services Control Room
2013	Brighteye Mitto	Scan Converter		Media Services Control Room Production Desk
2013	Extron MTP Series	Versa Tools		Media Services Control Room
2013	AJA	HDMI to SDI Converter		Media Services Control Room Production Desk
2013	Crestron DM	Room Controller		Media Services Control Room
2013	Crestron DM RMC	4k2 Scaler		Media Services Control Room Production Desk
2013	Blackmagic Miniconverter	HDMI to SDI converter		Media Services Control Room
2013	AJA FS2	Dual Channel Universal 3G/HD/SD Audio/Video Frame Synchronizers and Format Converter		Media Services Playback Rack

**EXHIBIT B**  
**PROPOSAL**

**Key Code Media, Inc. - Illinois**  
1201 Wiley Road  
Suite 100  
Schaumburg, IL 60173  
224-231-4866  
www.keycodemedia.com



## City of Des Plaines Phase 1

Quote # JC213404 Version 1

Prepared for:  
City of Des Plaines

Prepared by:  
John Connolly



**Phase 1**

No.	Part #	Description	Qty	Price	Ext. Price
1		1A- NEWTEK TRICASTER SWITCHER			
2	TC2E3RU	NewTek TriCaster 2 Elite (3RU Chassis w/ redundant power)	1	\$27,995.00	\$27,995.00
3	PTUTC2E3RU	Newtek ProTek Ultra for TriCaster 2 Elite (Replaces Basic, 1 Year Coverage)	1	\$3,345.00	\$3,345.00
4	2Stripe	NewTek TC2 Elite 2 Stripe Control Panel	1	\$11,995.00	\$11,995.00
5	PTU2Stripe	Newtek ProTek Ultra for 2 Stripe Control Panel (Replaces Basic, 1 Year Coverage)	1	\$1,445.00	\$1,445.00
6	CT4RU- TIC8XX	NewTek Tricaster 860 Trade-In (CT4RU)	1	(\$3,000.00)	(\$3,000.00)
7	CT860CS- TIC8XXCS	NewTek Tricaster 860 Control Surface Trade-In (CT860CS)	1	(\$1,000.00)	(\$1,000.00)
8	TCRRRK	NewTek Tricaster Rack Kit	1	\$129.00	\$129.00
9	DISCOUNT	Additional Package Discount	1	(\$5,349.00)	(\$5,349.00)
10		Section Subtotal			\$35,560.00
11		1B- SWITCHER MONITORS			
12	UN43TU8000FXZA	Samsung Crystal UN43TU8000F 42.5" Smart LED-LCD TV - 4K UHD TV - Black - LED Backlight - Alexa, Google Assistant, Bixby Sup	1	\$389.00	\$389.00
13	UM.HW0AA.A01	Acer 27" 16:9 FreeSync IPS Monitor	1	\$169.00	\$169.00
14		Section Subtotal			\$558.00
15		1C- ROUTER			
16	BMD-VHUBSMART6G2020	Blackmagic Design Smart Videohub 20x20	1	\$1,709.00	\$1,709.00
17	BMD-CONVNTRM/BA/SDI AN	Blackmagic Design Teranex Mini SDI to Analog 12G Converter	3	\$434.00	\$1,302.00
18	BMD-CONVNTRM/BB/AN SDI	Blackmagic Design Teranex Mini Analog to SDI 12G Converter	1	\$434.00	\$434.00
19	BMD-CONVNTRM/YA/SM TPN	Blackmagic Design Teranex Mini Smart Panel	5	\$76.00	\$380.00

**Phase 1**

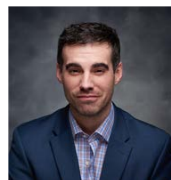
No.	Part #	Description	Qty	Price	Ext. Price
20	BMD-CONVNTRM/YA/RS H	Blackmagic Design Teranex Mini Rack Shelf	2	\$76.00	\$152.00
21	MDA 5V	Extron 1x5 Composite Video	1	\$164.00	\$164.00
22	DA 6A	Extron Six Output Stereo Audio	1	\$276.00	\$276.00
23	RSU 126	Extron 1U 6" D Universal Rack Shelf Kit, Gray	1	\$88.00	\$88.00
24		Section Subtotal			\$4,505.00
25		1D- RACK MONITORS			
26	CL6700MW	ATEN Rack Mount Full HD LCD Console 17.3"	1	\$989.00	\$989.00
27	BMD-HDL-SMTWSCOPEUO4 K2	Blackmagic Design SmartScope Duo 4K Rack-Mounted Dual 6G-SDI Monitors	1	\$679.00	\$679.00
28	BMD-HDL-SMTV4K12G2	Blackmagic Design SmartView 4K 2 15.6" DCI 4K Broadcast Monitor (6 RU)	1	\$844.00	\$844.00
29		Section Subtotal			\$2,512.00
30		1E- PLAYOUT			
31	XT244	BrightSign XT244 Standard I/O Player	1	\$449.00	\$449.00
32	BMD-CONVNTRM/AB/HS DI	Blackmagic Design Teranex Mini HDMI to SDI 12G Converter	1	\$424.00	\$424.00
33		Section Subtotal			\$873.00
34		1F- OTHER			
35	Dante Virtual Sound Card w/ Dante Via Bundle	Dante Virtual Sound Card w/ Dante Via Bundle	1	\$60.00	\$60.00
36	NB-SKUTL4PR	NewBlueFX Titler Live 4 Present	1	\$455.00	\$455.00
37		Section Subtotal			\$515.00
38		SERVICES			
39	KCM-INT-MAT	Integration Materials	1	\$1,567.00	\$1,567.00

Phase 1

No.	Part #	Description	Qty	Price	Ext. Price
40	TSPRO-15-HD	System Project Management	1	\$595.00	\$595.00
41	TSPRO-15	Systems Engineer Onsite Services	6	\$1,320.00	\$7,920.00
42	TSPRO-15	System Orientation Training	1	\$1,495.00	\$1,495.00
43	KTC-BRONZE	Key Code Total Care- Bronze 1 Year Support Plan- Can be renewed annually	1	\$5,000.00	\$5,000.00
44		Section Subtotal			\$16,577.00
				<b>Subtotal:</b>	<b>\$61,100.00</b>

## City of Des Plaines Phase 1

**Prepared by:**



**Key Code Media, Inc. - Illinois**  
 John Connolly  
 224-231-4863  
 jconnollyjr@keycodemedia.com

**Bill To:**

**City of Des Plaines**  
 1420 Miner Street  
 Des Plaines, IL 60016  
 Jennie Vana  
 847.391.5312  
 jvana@desplaines.org

**Ship To:**

**City of Des Plaines**  
 1420 Miner Street  
 Des Plaines, IL 60016  
 Jennie Vana  
 847.391.5312  
 jvana@desplaines.org

**Quote Information:**

**Quote #: JC213404**  
 Version: 1  
 Delivery Date: 06/23/2021  
 Expiration Date: 09/30/2021  
 Terms: Due Upon Receipt

## Quote Summary

Description	Amount
Phase 1	\$61,100.00
<b>Subtotal:</b>	<b>\$61,100.00</b>
<b>Shipping:</b>	<b>\$524.00</b>
<b>Total:</b>	<b>\$61,624.00</b>

This Sales Quote ("SO") incorporates the Terms and Conditions found at <http://www.keycodemedia.com/terms/salesorder> ("T&C") and constitutes an offer or counter-offer, as applicable, by Key Code Media, Inc. or Burst Communications ("Seller"). This SO, including the T&C incorporated therein, shall become binding on the buyer listed herein ("Buyer") on the earliest of Buyer's: (i) acknowledgement hereof; or (ii) receipt of any goods and/or services ordered hereunder. No Buyer acknowledgement form, purchase order, or other document shall modify the SO or the T&C.

**Key Code Media, Inc. - Illinois**

**City of Des Plaines**

Signature: \_\_\_\_\_



Name: John Connolly

Title: VP of Sales

Date: 06/23/2021

Signature: \_\_\_\_\_

Name: Jennie Vana

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

## EXHIBIT C

### PAYMENT SCHEDULE

- 40% Deposit at time of contract approval and creation of purchase order
- 30% Upon delivery of pre-integrated equipment at client site
- 20% After onsite install (rack, installation, cabling of equipment)
- 10% After equipment commissioning, training and final project acceptance

## **EXHIBIT D**

### **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 Agreementual Liability (must expressly cover the indemnity provisions of this Agreement)

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 Agreement.

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:

Additional Insured

Policy or Policies

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